

**2017 LIHTC OMNIBUS SIGNATURE PAGE  
& APPLICANT CERTIFICATION**

\_\_\_\_\_ (“Applicant” as that term is further defined below) is submitting an application to the New Mexico Mortgage Finance Authority (“MFA”) for the Low Income Housing Tax Credit (“LIHTC”) program (the “Application”) pursuant to the State of New Mexico Housing Tax Credit Program Qualified Allocation Plan Effective as of January 1, 2017 (the “QAP”). In conjunction with that Application, Applicant herewith certifies that:

1. Applicant understands and agrees that it is executing this 2017 LIHTC Omnibus Signature Page & Application Certification (the “Certification”) as part of its Application, that MFA is entitled to rely on Applicant’s representations and certifications contained herein in conjunction with the Application, and that any misrepresentation by Applicant contained in this Certification or in any part of the Application may be cause for MFA, in MFA’s sole discretion, to reject the Application or to revoke or rescind any reservation or award of tax credits to Applicant that may have been made pursuant to the QAP.
2. Applicant understands and agrees that the signature(s) below of its authorized representative(s) constitute an “omnibus” signature that is applicable to every document, certification, and assurance that must be executed or submitted in connection with its Application, including, without limitation, all Schedules required to be executed by Applicant and any other documents otherwise requiring a signature or other acknowledgement by Applicant. By signing this Certification, Applicant hereby acknowledges that it has read the QAP and all forms required to be submitted with its Application and hereby certifies that its signature(s) on this Certification shall apply with equal force to each and every document, certification, schedule, or other assurance that is or must be made by Applicant in conjunction with its Application.
3. Applicant will abide by all applicable Federal and State of New Mexico laws and all applicable statutory, regulatory, and judicially created rules and guidelines.
4. All information contained in Applicant’s Application submitted of even date herewith is accurate and complete and contains no misstatements of fact.
5. Applicant has fully completed and is submitting with its Application MFA’s Housing Development Project Application Schedule H, “Applicants’ Previous Participation Certificate”, which identifies all of Applicant’s projects, and certifies that:
  - (a) no mortgage on a project listed on such certificate has ever been in default, assigned to the United States government or foreclosed, nor has any mortgage relief been given;
  - (b) there has not been a suspension or termination of payments under any federal rental assistance contract in which the Applicant has had a legal or beneficial interest;
  - (c) it has not been suspended, debarred or otherwise restricted by any department or agency of the federal government or any state government from doing business with such department or agency because of misconduct or alleged misconduct, nor is it delinquent on any debt or non-tax judgment lien; and
  - (d) it has not defaulted on any obligation covered by a surety or performance bond.

6. Applicant has read and understands the “Communications and Quiet Period” and “Prohibited Activities” sections of the QAP (Sections IV.A.5 and IV.A.6, respectively), and herewith agrees to abide by these provisions.
7. Applicant hereby certifies and affirms, as a condition to Applicant’s Application, that Applicant has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with its Application. Further, Applicant certifies there is no “identity of interest”, as defined in Section IV.D.2.a of the QAP, between or among the Developer, builder/general contractor, design professionals, and/or subcontractors, unless disclosed in writing to MFA.
8. No political contribution or gift valued in excess of \$250.00 (singularly or in the aggregate) has been made by Applicant or on Applicant’s behalf to any elected official of the State of New Mexico who is currently serving, or who has served, on the MFA Board of Directors in the past three (3) years.
9. Applicant has no current or proposed business transaction with MFA or any of its officers or employees that would constitute a conflict of interest, nor is Applicant aware of any other facts or circumstances that may give rise to a claim of conflict of interest. Further, Applicant certifies that it has no interest, direct or indirect, that would conflict in any manner or degree with the services it proposes in its Application.
10. There is no pending or threatened litigation that would impair the Applicant’s ability to perform its obligations if awarded tax credits in conjunction with its Application.
11. Applicant is an Equal Opportunity Employer and complies fully with all government regulations regarding nondiscriminatory employment practices. Further, Applicant understands that MFA will monitor its performance under and compliance with terms contained in any loan agreement(s) or other loan documents resulting from its Application and in accordance with the QAP. Applicant further understands and represents that any agreement it enters into with MFA will be binding in all respects.
12. Applicant will comply with all applicable Federal statutory and regulatory requirements including, without limitation: Title VIII of the Fair Housing Act, Title VI of the Civil Rights Act of 1964, the Equal Credit Opportunity Act, the Age Discrimination Act of 1975, Executive Order 12898, the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
13. Applicant has not been found by the United States Equal Employment Opportunity Commission, the Department of Housing and Urban Development, the New Mexico Human Rights Commission, or a court of law to be in noncompliance with any applicable civil rights laws.
14. Applicant is eligible to participate in any and all federal- or state-funded housing programs, is not currently facing disciplinary action by any federal, state or local entity, is not suspended, debarred or excluded from participation in any federal- or state-funded housing program, and is not listed as an excluded party(ies) on the System for Award Management’s list of excluded parties accessed at [www.sam.gov](http://www.sam.gov).

15. Applicant agrees that, if it plans to utilize additional financing from other local, state or federal agencies, MFA and those agencies may share applications, forms, information, and related details with each other concerning the Application.
  
16. Applicant consents to MFA obtaining information from other local, state and federal agencies regarding its performance and compliance with respect to other housing projects that it has developed, owned, or managed and which have received local, state or federal subsidy.
  
17. The information provided, under penalty of perjury, is true and correct to the best of Applicant's information, knowledge, and belief. Further, as witnessed by the signature(s) below, Applicant certifies that the signor(s) have authority and are competent to legally bind the Applicant to the certifications and assurances made herein. Applicant further understands that the terms "Applicant" in this Certification includes all individuals, joint ventures, partnerships, corporations, trusts, nonprofit organizations and any other public or private entity, that will participate in the project proposed in the Application as an owner, but excludes investors (i.e. limited partners or investor members) under the LIHTC Program.

On behalf of Applicant, the person(s) below so certify:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Name:

Name:

Title:

Title:

**ACKNOWLEDGMENTS:**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

The foregoing instrument was duly acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

The foregoing instrument was duly acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## Housing Tax Credit Application 2017 Attachments Checklist

Applications must be submitted in a brown Classification Folder, Legal, 2 Partitions (i.e. 6 fasteners), with all attachments provided in the order listed. Attachments must be tabbed and numbered as in this Attachments Checklist. *Note that this Attachments Checklist is not an exhaustive list of all items to be included in a submission. Please see the 2017 QAP for additional items that may be required.*

**Project Name:** \_\_\_\_\_

### I. Required Items for all Applicants

Tab #	Document or Schedule Required	Check if Present	For MFA Use
1a	Include a CD, DVD or USB flash drive containing a complete color copy of the LIHTC Application, including all attachments, in PDF file format with protected personal information such as Social Security numbers and Board member home addresses, redacted. The CD, DVD or USB flash drive must contain a separate folder for each Application Tab (Tab), and named accordingly (e.g. "Tab 1", "Tab 2", etc.) Each folder must be "bookmarked".		
1b	Omnibus Signature Page and Certification		
1c	Attachments Checklist		
1d	Tax Credit Selection Criteria Scoring Worksheet		
1e	Application Fee ( <i>\$500 Non Profit; \$1,000 For Profit</i> )		
1f	Market Study/Design Review Deposit (\$8,500); Executed Market Study Release Form		
1g	Narrative Description of Project ( <i>Not to Exceed Three Pages, with 0.8 margins and minimum font size of 11 pts</i> )		
1h	1 page summary of Developer affordable housing experience		
2a	Development Project Application Form		
2b	Organizational Chart for Proposed Project Owner		
2c	Utility Allowance Documentation		
3a	Schedule A: Development Cost Budget		
3b	Schedule A-1: Sources of Funds		
4a	Schedule B: Unit Type and Rent Summary		
4b	Copy of Federal Rental Assistance Contract (if applicable), Copy of Federally Approved Rent Schedule indicating Approved Rents and Utility Allowances, and Letter from USDA (if applicable)		
5a	Schedule C: Operating Expense Budget		
5b	Schedule C-1: 15 year pro forma cash flow		
6	Schedule D: Contractor's and Applicant's Cost Breakdown		
7	Schedule E: Development Schedule		
8a	Schedule F: Estimate of HTC Allocation Amount		
9a	Schedule G: Affordable Unit Set-Aside Election		
10a	Schedule H: Executed Applicant's Previous Participation Certificate for each General Partner and Developer		

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Tab #	Document or Schedule Required	Check if Present	For MFA Use
10b	Compliance Affidavit for each Principal <sup>1</sup>		
11	Schedule I: Executed Previous Participation of Management		
12	Schedule J: Applicant's Certification		
13	Schedule K: Return of Tax Credit Reservation or Allocation (not required for Tax Exempt Bond Applications)		
14a	Evidence of Site Control		
14b	Title binder or title search showing encumbrances on property (dated not more than 3 months before Initial Application date)		
15	Letter from Local Zoning Official stating that Zoning does not Prohibit the Proposed Project and Specifying Other Required Permits		
<b>Site Information (see Part B of MFA 2017 Mandatory Design Standards for Multifamily Housing for items to be included in submission)</b>			
16a	City or Jurisdictional/Location Map and Detailed Directions to Site		
16b	Legal Description of Site		
16c	Aerial View or Satellite View of the Site		
16d	Location and Linkages Map		
16e	Preliminary Site Plan		
16f	Preliminary Landscape Plan		
16g	Preliminary Building Plans		
16h	Preliminary Building Exterior Elevations		
16i	Preliminary Unit Plans		
16j	Preliminary Specifications		
17a	Developer Resume <sup>2</sup>		
17b	General Partner Resume <sup>2</sup>		
17c	Contractor Resume <sup>2</sup>		
17d	Management Agent Resume <sup>2</sup>		
17e	Architect Resume <sup>2</sup>		
17f	Consultant Resume <sup>2</sup>		
18a	Letter of Interest from Syndicator/Investor		
18b	Financing Commitments (if available)		

<sup>1</sup> "Principal" means an Applicant, any general partner of an Applicant, and any officer, director, board member or any shareholder, general partner, managing member, or affiliate of an Applicant. It also includes any entity receiving any part of a developer fee for a Project. For Project compliance purposes (Section IV.C.11), Principal would include shareholders with interests of 25 percent or more, all officers of a corporation (whether Board members or employees), all general partners or members.

<sup>2</sup> All resumes must include name of firm, name of contact person, office address, telephone number, and professional affiliations. Contractor's resume may be submitted after the application deadline but no later than November 15<sup>th</sup> (Carryover Allocation submittal deadline).

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<b>USDA Rural Development Allocation Set Aside (New Construction Only)</b>			
19a	Financing Commitment from USDA for the direct USDA-RD Financing, including loan interest rate, term and repayment requirements		
19b	Letter from an authorized officer of the NM USDA Rural Development Office stating that (a) the Project has been reviewed, (b) USDA-RD favorably considers the proposed transaction, and (c) upon approval of a complete application to RD and an award of tax credits, USDA-RD will submit the file to its national office in Washington, DC and recommend final approval of the transaction		

**II. Optional Requirements for Scoring Purposes (Applicants seeking points for the Project Selection Criteria cited below must submit the additional materials noted.)**

Tab #	Document or Schedule Required	Check if Present	For MFA Use
<b>Criterion 1) Nonprofit, New Mexico Housing Authority or local Tribally Designated Housing Authority Participation</b>			
<input type="checkbox"/>	<b>Qualified Nonprofit</b>		
20a	Articles of Incorporation		
20b	IRS Designation Letter Verifying 501(c)(3) or (4) Status Exempt from Tax under Code Section 501(a)		
20c	Certification that Nonprofit is not Affiliated With or Controlled by a for-profit Entity		
20d	Evidence of an Exempt Purpose to foster Low Income Housing		
20e	Accountant reviewed or audited financial statements for General Partner(s) for the most recent fiscal year		
20f	Current YTD Financial Statements – including income statement and balance sheet for General Partner(s) <i>(dated within 3 months of application)</i>		
20g	Accountant reviewed or audited financial statements for the Nonprofit for the most recent fiscal year (if not provided to meet net worth/net assets requirement)		
220	Current List of Board Members <i>(For Local Nonprofits, Board Member list must include their home addresses. If member holds a PO Box then provide a signed affidavit referencing the member's physical residential location)</i>		
20i	List of paid full-time staff		
20j	If 501 (c)3; 2015 NM Charitable Organization Registration Statement <i>(Local Non-Profits only)</i>		
20l	Certification that Nonprofit, Tribal or Government Instrumentality does or will own no less than 51% of the General Partner interest		
20l	Evidence of the fee split arrangement among the entities receiving a portion of the Developer Fee (applicable when more than one entity is receiving a portion of the Developer Fee)		
20m	Provide evidence that a representative such as a board member, officer, director, or staff member of the nonprofit entity has attended the MFA QAP training and/or another MFA approved tax credit training within six months prior to application		
<input type="checkbox"/>	<b>New Mexico Housing Authority (NMHA) or Local Tribally Designated Housing Entity (TDHE)</b>		
20n	Articles of Incorporation or organizational documents verifying status		
20o	Certification that the NMHA or TDHE does or will own no less than 51% of the General Partner interest		
20p	Evidence of the fee split arrangement among the entities receiving a portion of the		

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Tab #	Document or Schedule Required	Check if Present	For MFA Use
	Developer Fee (applicable when more than one entity is receiving a portion of the Developer Fee)		
20q	Current List of Commissioners or other oversight committee members		
20r	List of paid full-time staff		
20s	Accountant reviewed or audited financial statements for General Partner(s) for the most recent fiscal year		
20t	Current YTD Financial Statements – including income statement and balance sheet for General Partner(s) ( <i>dated within 3 months of application</i> )		
20u	Accountant reviewed or audited financial statements for the NMHA or TDHE for the most recent fiscal year (if not provided to meet net worth/net assets requirement)		
20v	Provide evidence that a representative such as a board member, officer, director, or staff member of the non-profit entity has attended the MFA QAP training and/or another MFA approved tax credit training within six months prior to application		
<b>Criterion 2) Locational Efficiency</b>			
21a	Locational Efficiency Score Worksheet		
21b	Area Classification Map (if seeking to use <b>Rural / Tribal / Small Towns</b> Locational Efficiency criteria)		
21c	Proximity to Services Map		
21d	Proximity to Public Transportation Map		
21e	Documentation concerning Alternate Form(s) of Transportation if applicable		
<b>Criterion 3) Rehabilitation</b>			
22a	Rehabilitation Worksheet		
22b	Rehabilitation Scope of Work		
22c	Evidence of USDA-RD local and Regional office Approval of Property Transfer- Required for Rehabilitation Projects, if applicable		
22d	Evidence of USDA-RD Local and Regional Office Approval of new USDA-RD financing- Required for Rehabilitation Projects if new direct USDA-RD financing is part of financing plan for the Project		
22e	Evidence of USDA-RD Local and Regional Office Approval of restructuring plan for existing USDA-RD debt- Required for Rehabilitation Projects if restructuring of existing USDA-RD debt is part of financing plan for the Project		
<b>Criterion 4) Sustaining Affordability</b>			
23	Evidence that loan is eligible for prepayment and termination of use agreement on or before 12/31/21, OR evidence that Project is eligible to make a qualified contract request on or before 12/31/21, OR a copy of Project's federal rental assistance contract		
<b>For Projects that have a commitment from the local PHA to project based vouchers</b>			
24a	A copy of the PHA administrative plan which describes the procedures for owner submission of PBV and for PHA selection of PBV proposals		
24b	A copy of the published public notice of the PBV proposal selected		
24c	If the proposal selected is for PHA-owned units, a copy of the HUD field office determination that the PHA-owned units were appropriately selected		



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Tab #	Document or Schedule Required	Check if Present	For MFA Use
<b>Criterion 9) Special Needs Projects</b>			
25	Signed "Special Needs" Certification, or in the alternative, Marketing and Service Plan		
<b>Criterion 10) Projects Set Aside for Senior Households</b>			
26a	Scoring Detail/Commitment for Senior Households		
26b	Description of required design elements and any additional design elements that meet the needs of Seniors		
26c	Budget for Service Plan (must be included in Schedule C)		
<b>Criterion 11) Households with Children</b>			
26d	Scoring Detail/Commitment for Households with Children		
26e	Unit Mix Calculation Worksheet		
26f	Description of required design elements and any additional design elements that meet the needs of individuals with children		
26g	Budget for Service Plan (must be included in Schedule C)		
<b>Criterion 12) Projects Receiving Local Contribution</b>			
27a	Local Contribution Worksheet		
27b	Copy of Resolution by state, local or Tribal government entity; additional documentation is required if resolution does not state financing terms, OR evidence of a grant or other contribution by a private third party entity, OR evidence of other federal funds, as applicable.		
27c	Municipality's certification to MFA, or a copy thereof, that the project and contribution has been analyzed by the Governmental Entity and the contribution meets the requirements of the Affordable Housing Act and Rules Section 5.4, as applicable (not applicable to contributions made by Tribes)		
27d	Appraisal Report(s) dated no earlier than August 15, 2016, prepared by MAI licensed in New Mexico, for all contributions of land or buildings, except for tribal land		
<b>Criterion 14) Projects Marketed to Households on PHA Waiting List</b>			
28	Letter to PHA Director of Jurisdiction for the Project from the Applicant verifying this commitment		
<b>Criterion 15) QCT/ Concerted Community Revitalization Plan</b>			
29a	QCT/ Concerted Community Revitalization Plan Scoring Worksheet		
29b	Identification of the QCT as of 2017		
29c	Complete Copy of Concerted Community Revitalization Plan, highlighting the portion of the plan that the Project meets, or a Map of Designated New Mexico MainStreet Area		
29d	Evidence of formal governmental adoption of the Plan or evidence of New Mexico MainStreet designation		
<b>Criterion 16) Tenant Ownership</b>			
30	Long-term Tenant Conversion Plan		
<b>Criterion 17) Historic Significance</b>			
31	Evidence of Certification on the National Register of Historic Places		

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<b>Criterion 18) Blighted Buildings and Brownfield Site Reuse</b>			
32a	Color Photos of the Site and Existing Blighted Buildings (both exterior and interior) if applicable		
32b	<input type="checkbox"/> Brownfield - Phase II Environmental Site Assessment <input type="checkbox"/> Blighted Building - Capital Needs Assessment evidencing that building cannot be reused or a complete copy of a Notice of Condemnation (including a copy of the code enforcement official's report evidencing that building cannot be reused )		
32c	<input type="checkbox"/> Brownfield – Remediation Budget and Plan detailing proposed work <input type="checkbox"/> Blighted Building – Demolition Budget and Plan detailing proposed work		
<b>Criterion 20) Efficient Use of Tax Credits</b>			
33	Efficient Use of Credits Worksheet		
<b>Criterion 21) Non-Smoking Properties</b>			
34	Non-Smoking Property Certification		
<b>Criterion 22) Adaptive Reuse Projects</b>			
35	Adaptive Reuse Worksheet		

**III. Additional Requirement for Private Activity Bond Volume Cap Projects**

36	Schedule L: Private Activity Bond Volume Cap Allocation Information		
37	Appraisal of existing site & buildings (dated within 6 months of application) (rehab only) Can be submitted after the initial application but required prior to issuance of the determination letter.		
38	Capital Needs Assessment (dated within 6 months of app.) (rehab only) Can be submitted after the initial application but required prior to issuance of the determination letter.		

**MFA 2017 Qualified Allocation Plan  
Tax Credit Selection Criteria Scoring Worksheet**

**Project Name:** \_\_\_\_\_

Please refer to Section III.E of the Qualified Allocation Plan for Project Selection Criteria. Indicate which of the following are characteristics of your project and/or fill in the appropriate blanks.	Possible Points	Self Score	MFA Score
1. <input type="checkbox"/> Qualified Nonprofit <input type="checkbox"/> New Mexico Housing Authority or local Tribally Designated Housing Entity	0-10		
2. Locational Efficiency	0-4		
3. Rehabilitation Projects	0-15		
4. Sustaining Affordability	0-15		
5. Average Gross Median Income: 60% - 69% <input type="checkbox"/> 25-30 pts, 51% - 59% <input type="checkbox"/> 30-35 pts, 50% or less <input type="checkbox"/> 35-40 pts	0-40		
6. Average Gross Median Rent: 60% - 69% <input type="checkbox"/> 20 pts, 51% - 59% <input type="checkbox"/> 25 pts, 50% or less <input type="checkbox"/> 30 pts	0-30		
7. Project with Market Rate Units	10		
8. Extended Use Period: <input type="checkbox"/> 35 years, 5pts (includes 15-yr Compliance Period)	0-5		
9. Units Reserved for Households with Special Needs	0-15		
10. Project Reserved for Senior Households	0-15		
11. Units Reserved for Households with Children	0-15		
12. Projects Receiving a Local Contribution	0-10		
13. Complete Application	5		
14. Public Housing Authority ("PHA") Letter	2		
15. Qualified Census Tract/ Concerted Community Revitalization Plan	0-5		
16. Tenant Ownership	5		
17. Historic Significance	5		
18. Blighted Buildings or Brownfield Site Reuse	5		
19. Project Located in an Area of Statistically Demonstrated Need	0-10		
20. Efficient Use of Tax Credits	0-20		
21. Non-Smoking Properties	4		
22. Adaptive Reuse Projects	5		
<b>Total Points</b>			

## **New Mexico Mortgage Finance Authority Tax Credit Program Site and Market Study Release Form**

On behalf of \_\_\_\_\_ (the "Project Owner(s)"), I request that the New Mexico Mortgage Finance Authority ("MFA") deliver a copy to me of the site and market study (the "Study") regarding a housing development project known as \_\_\_\_\_ located in \_\_\_\_\_, New Mexico (the "Project") that was commissioned by MFA for the 2017 Housing Tax Credit allocation round.

The Project Owner(s) acknowledges that the Study was commissioned by MFA for its internal purposes. The Project Owner(s) further acknowledge(s) that neither the Project Owner, its General Partner(s) nor its limited partner(s) (individually, a "Party" and collectively, the "Parties") may rely on the Study, for any other purpose, without the written consent of MFA and further acknowledges that there is no contractual relationship between the Parties and either the provider of the Study or MFA. In addition, the Project Owner agrees that the Parties may not rely on the Study for any disclosure obligations they may have with any third parties without the written consent of MFA.

The Project Owner(s) agree to hold MFA harmless from, and to indemnify MFA against, any damages, losses, costs and expenses suffered by MFA including, but not limited to, attorney's fees, as a consequence of disclosing the Study to any Party, including third parties. The Project Owner(s) shall treat the Study as the confidential property of MFA. Furthermore, the Project Owner(s) acknowledges that conveyance of the Study to any third party, other than the Parties, without the expressed written consent of MFA is strictly prohibited.

## 2017 LIHTC APPLICATION- NARRATIVE SUMMARY

Project Name:

Project Address:

The Narrative provides an opportunity for the Applicant to describe the characteristics of the project, including its strengths and weaknesses. The Narrative must include a description of the project as proposed; why the Applicant believes it should be selected for an award of tax credits and the need for the project within the community; population being served; bedroom mix; location; amenities (both in and around the project); unique features; services (if provided); description of energy efficiencies and effective use of resources; and type of financing (local, state and federal subsidies, etc.). This document shall not exceed three (3) pages with 0.8 margins and minimum font size of 11 points.

In addition, the Narrative should address the following:

1. Describe how the project meets the following criteria:
  - a. Market conditions;
  - b. Readiness-to-proceed;
  - c. Overall financial feasibility and viability (including syndicator interest and firmness of tax credit equity pricing);
  - d. Experience and track record of development and management team;
  - e. Cost reasonableness;
  - f. Proximity to existing tax credit developments; and
  - g. Site suitability (including, but not limited to, remediation issues, elevation/grade issues).
2. State whether Applicant has obtained a Phase I, II and/or Phase I II Environmental Site Assessment(s). Describe any issues either raised or otherwise known in any Environmental Site Assessment and describe how these issues will or have been mitigated.
3. For acquisition/rehab or rehab projects, provide a detailed narrative\* that describes the proposed rehab plans and relocation plan (if applicable). Address the 10-year rule; capital expenditures over the past two (2) years; previous related party relationships; past local, state or federal resources invested in the project; obvious design flaws; obsolescence issues; safety issues; and any significant events that have led to the current need for rehabilitation (i.e. fire, natural disaster). \*This detailed narrative may be a separate document not to exceed three (3) pages, using the same margins and font size described above.

You may provide additional documentation that supports this Narrative by attaching it to the Narrative. Each supporting document should briefly describe what is contained in the attachment.

# Rental Development Project Application

New Mexico Mortgage Finance Authority  
 344 Fourth Street SW  
 Albuquerque, NM 87102  
 505-843-6880



Date of Application: _____	<b>For MFA Use</b>
Project Number: _____	

## SECTION I: Application Type (Please check and complete all applicable items)

**Application for Tax Credit Projects:** \_\_\_\_\_

Amount of Annual Federal Credit Requested: \_\_\_\_\_

Amount of State Credit Requested: \_\_\_\_\_

**Federal Tax Credit Set-Aside:** \_\_\_\_\_

**Federal Tax Credit Application Type:** \_\_\_\_\_

Development Activity Type: \_\_\_\_\_

Federal Tax Credit Activity Type: \_\_\_\_\_

If using Tax Exempt Bonds, will MFA be the Issuer? \_\_\_\_\_

**Loan Program:** \_\_\_\_\_

Financing Type: \_\_\_\_\_

Const. loan amount requested: \_\_\_\_\_ Interest rate requested: \_\_\_\_\_

Const/sale/lease up period (Mos.): \_\_\_\_\_ Term (years): \_\_\_\_\_

**Loan Program:** \_\_\_\_\_

Financing Type: \_\_\_\_\_

Const. loan amount requested: \_\_\_\_\_ Interest rate requested: \_\_\_\_\_

Const/sale/lease up period (Mos.): \_\_\_\_\_ Term (years): \_\_\_\_\_

**Loan Program:** \_\_\_\_\_

Financing Type: \_\_\_\_\_

Const. loan amount requested: \_\_\_\_\_ Interest rate requested: \_\_\_\_\_

Const/sale/lease up period (Mos.): \_\_\_\_\_ Term (years): \_\_\_\_\_

**Loan Program:** \_\_\_\_\_

Financing Type: \_\_\_\_\_

Const. loan amount requested: \_\_\_\_\_ Interest rate requested: \_\_\_\_\_

Const/sale/lease up period (Mos.): \_\_\_\_\_ Term (years): \_\_\_\_\_

## SECTION II: Project Address and Identification

Project Name: _____	Census Tract: _____
Project Address: _____	Congressional District: _____
City: _____	State Senate District: _____
State: _____ Zip Code: _____	State House District: _____
County: _____	

(Attach additional sheet(s) if necessary)

**SECTION III: Description of Project**

**Subsidy, Period of Affordability - Use Restriction**

Will project use project-based rental assistance subsidies?  No. of Units   
 Will project accept Section 8 vouchers or certificates?

**Low Income Housing Tax Credit Applications:**

Project owner irrevocably commits to an Extended Use Period of  years.\*  
 \*Includes 15 yr. compliance period

**Section 811 Project Rental Assistance ("PRA")-** Please check the box if you are interested in receiving   
 more information on optional funding for Special Needs units under Option A of QAP criterion no. 10.  
 Section 811 PRA funds may be available for five or more of the 30% AMI units reserved thereunder.

**All other applications:**

The owner irrevocably commits to a use restriction period of  years.

**Income, Rent and Occupancy Restrictions:**

The minimum Federal set-aside (for Federal Tax Credit or Risk-Sharing projects only) is:

Note that only Low income units as determined by the Project's Set Aside Election are eligible for Tax Credits. For example, if the 20/50 Election is chosen, only Units that are rent restricted and set aside for tenants whose income does not exceed 50% of Area Gross Median Income are qualified as Low Income Units. See QAP §II.D.

**All Projects:**

List overall **income** restrictions

# Units	will be for households with incomes at or below	%	of the area median income
<input type="text"/>	will be for households with incomes at or below	30	of the area median income
<input type="text"/>	will be for households with incomes at or below	40	of the area median income
<input type="text"/>	will be for households with incomes at or below	50	of the area median income
<input type="text"/>	will be for households with incomes at or below	60	of the area median income
<input type="text"/>	will be for households with incomes at or below	80**	of the area median income
<input type="text"/>	will be for households with incomes at or below	120**	of the area median income
<input type="text"/>	will be for households with no income limitation**	** Not available for LIHTC	
0	<b>Total Rental Units</b>		

Weighted Average Income Level of All Units  #DIV/0!

List overall **rent** restrictions

# Units	will be for households with rents at or below	%	of the area median income
<input type="text"/>	will be for households with rents at or below	30	of the area median income
<input type="text"/>	will be for households with rents at or below	40	of the area median income
<input type="text"/>	will be for households with rents at or below	50	of the area median income
<input type="text"/>	will be for households with rents at or below	60	of the area median income
<input type="text"/>	will be for households with rents at or below	80**	of the area median income
<input type="text"/>	will be for households with rents at or below	120**	of the area median income
<input type="text"/>	will be for households at market rates**	**Not available for LIHTC	
0	<b>Total Rental Units</b>		

Weighted Average Rent Level of All Units  #DIV/0!

**Target Population Information:**

% of Units	Population Type	# of Units
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Are support services being provided to clients?	<input type="text"/>
<input type="text"/>	Are costs of support services included in rent?	<input type="text"/>
<input type="text"/>	Number of handicap accessible units:	<input type="text"/>

## Site Information

Site control is in the form of:  Deed  Option  Lease (Term  years)

Purchase Contract  Other

Expiration date of contract, option or lease  (month/year)

Name of Seller or Lessor:   
 Address:   
 City:  State:   
 Telephone:  Zip code:

Is there an identity of interest between Buyer and Seller?   
 If yes, explain:

Area of site: Acres  OR Square Feet

Is site zoned for your development?  Zoning   
 If no, is site currently in the process of re-zoning?  Re-zoning   
 When is the zoning issue to be resolved?  (month/year)

Has locality approved site plan?   
 Has locality issued building permit?   
 Are all utilities presently available to the site?   
 If no, which utilities need to be brought to the site?   
 Who has responsibility of bringing utilities to site?

## Rehabilitation - Buildings and Units

	# of Bldgs	Low income	Market rate	Mgr/Empl	Common	Commercial	Total Units or Sq. Ft.
Buildings containing rental units	# of bldgs.	# of units	# of units	# of units			0
Gross square feet in buildings w/rental		Sq. Ft	Sq. Ft	Sq. Ft	Sq. Ft.	Sq.Ft.	0
Buildings w/o rental units	# of bldgs.			# of bldgs.			# of bldgs.
Gross square feet in buildings w/o rental				Sq. Ft.	Sq. Ft.	Sq. Ft.	0
	Total Units	# of units	# of units	# of units			0
	Total Sq. Ft.	Sq. Ft	Sq. Ft	#VALUE!	#VALUE!	#VALUE!	#VALUE!

Number of floors in tallest building:  Total number of elevators

Please check all applicable items:

- |                                     |   |  |                                      |  |
|-------------------------------------|---|--|--------------------------------------|--|
| <input type="checkbox"/> Apartments | <input type="checkbox"/> Detached units       | <input type="checkbox"/> High rise (4 stories or more) | <input type="checkbox"/> Walk-up     | <input type="checkbox"/> Slab on grade |
| <input type="checkbox"/> Townhome   | <input type="checkbox"/> Semi-detached/duplex | <input type="checkbox"/> Mid rise (2-3 stories)        | <input type="checkbox"/> Crawl space |  |
| <input type="checkbox"/> Group Home | <input type="checkbox"/> Assisted living      | <input type="checkbox"/> Manufactured                  | <input type="checkbox"/> Other       | <input type="text"/>                   |

Structural system:  Exterior finish:   
 Floor system:



**New Construction - Buildings and Units**

	# of Bldgs	Low Income	Market Rate	Mgr/Empl	Common	Commercial	Total
Buildings containing rental units	# of bldgs.	# of units	# of units	# of units			0
Gross square feet in buildings w/rental		Sq. Ft	Sq. Ft	Sq. Ft	Sq. Ft.	Sq.Ft.	0
Buildings w/o rental units	# of bldgs.			# of bldgs.			# of bldgs.
Gross square feet in buildings w/o rental				Sq. Ft.	Sq. Ft.	Sq. Ft.	0
Total Units		# of units	# of units	# of units			0
Total Sq. Ft.		Sq. Ft	Sq. Ft	#VALUE!	#VALUE!	#VALUE!	#VALUE!

Number of floors in tallest building:  Total number of elevators

Please check all applicable items:

- Apartments       Detached units       High rise (4 stories or more)       Walk-up       Slab on grade  
 Townhome       Semi-detached/duplex       Mid rise (2-3 stories)       Crawl space  
 Group Home       Assisted living       Manufactured       Other

Structural system:  Exterior finish:   
 Floor system:

**Appliances and Amenities Provided Without Additional Charge:**

Amenity/Appliance	Market units	Low-income units
Refrigerator		
Gas range		
Electric range		
Dishwasher		
Disposal		
W/D hookups		
A/C or evap cooler		
Carpet		
Drapes/shades		
Exhaust fan		
Range hood		
Other		

**Monthly Utility Allowance Calculations:**

Utilities	Type of Utility	Utilities	Enter Allowances by Bedroom Size				
			0-bdr	1-bdr	2-bdr	3-bdr	___ bdr
Heating							
Evap cooling/AC							
Cooking							
Lighting, etc.							
Hot water							
Water							
Sewer							
Trash							
Total Utility Allowance for Units:			0	0	0	0	0

Source of Utility Allowance Calculation:   
 If Other:

**Note: Documentation to support Utility Allowance claims from source identified above must be submitted with this application. Failure to do so will result in the application being deemed incomplete.**

**SECTION IV: Acquisition Projects Only**

Building(s) are vacant: \_\_\_\_\_

Does this project involve any relocation of tenants? \_\_\_\_\_

If yes, please describe the proposed relocation assistance and plan or attach a copy of the relocation plan:  
 \_\_\_\_\_

Last date of occupancy mm/yy: \_\_\_\_\_ Year construction was completed: \_\_\_\_\_

Building(s) acquired or to be acquired from: \_\_\_\_\_

Building(s) acquired or to be acquired with Buyer's basis (Federal tax credit only): \_\_\_\_\_

Is this project a historic building? \_\_\_\_\_

Is the project located in a historic district? \_\_\_\_\_

Is a HUD approval for Transfer of Physical Assets required? \_\_\_\_\_

Are building(s) previously subsidized with Federal tax credits? \_\_\_\_\_

List below, by address, the date the building was placed in service, the date the building was or is to be acquired, and the number of years between the date the building was placed in service and date of acquisition. Attach separate sheet(s) with additional information if necessary.

Address(es) of building(s)	Placed-in-service date (by most recent owner)	Proposed date of acquisition by applicant	Number of years between dates
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**SECTION V: Developer/Project Contact Information**

Name: \_\_\_\_\_ Federal Tax I.D. Number: \_\_\_\_\_

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

City: \_\_\_\_\_ Fax: \_\_\_\_\_

State: \_\_\_\_\_ Zip code: \_\_\_\_\_ Project contact: \_\_\_\_\_

Contact email: \_\_\_\_\_

Organization type: \_\_\_\_\_

\*Nonprofits must complete nonprofit developer information in Section VII of this application

**SECTION VI: Owner/Partnership/Borrower Information**

Note: MFA reserves Federal Tax Credits to the partnership and general partners. Reservations are not transferable. Any unapproved change in general partner status results in reservation, commitment, or carryover forfeiture.

Name of Borrower or Ownership Entity: \_\_\_\_\_

Federal Tax I.D. Number: \_\_\_\_\_

Type of Entity: \_\_\_\_\_

If Other: \_\_\_\_\_

**SECTION VI: Owner/Partnership/Borrower Information Continued**

List below: if Partnership, limited partners with a 25% or greater interest and all general partners; or if corporation/LLC, stockholders with a 10% or greater interest and all officers. Indicate "Title" i.e individual, Gen. Partner, Ltd Partner, Pres., Secy., Treas., Stockholder, etc. as appropriate. **(Federal Tax Identification Numbers are Required)**

Name:		Federal Tax I.D.:	
Title:		% Ownership:	
Address:		Contact:	
		Phone:	
City:	State:	Zip code:	Fax:
Name:		Federal Tax I.D.:	
Title:		% Ownership:	
Address:		Contact:	
		Phone:	
City:	State:	Zip code:	Fax:
Name:		Federal Tax I.D.:	
Title:		% Ownership:	
Address:		Contact:	
City:	State:	Zip code:	Fax:

**SECTION VII: Nonprofit Determination**

**(Federal Tax Credit and HOME Projects Only)**

If this project is to be considered for the Nonprofit Set-Aside, or for additional points for nonprofit participation, the following information must be complete. To qualify for the nonprofit set-aside, the applicant must materially participate in the development and operation of the project throughout the compliance period. Within the meaning of IRC 469(h), "a (nonprofit) shall be treated as materially participating in an activity only if the (nonprofit) owns an interest in the project and is involved in the development and operation of the project on a basis which is regular, continuous or substantial."

Nonprofit name:		E.I.N.:	
Street address:		Telephone:	
City:	State:	Zip code:	
Contact person:		Email:	

Exemption Type: \_\_\_\_\_  
 Exempt purposes includes fostering of Low-Income Housing: \_\_\_\_\_

Will the nonprofit hold a 51% or greater interest in the General Partner (if partnership) or in the managing member (if LLC) and receive at least 10% of the developer fee? \_\_\_\_\_

Describe the nonprofit's participation in the development, operation, and/or management of the project:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- ◆ Attach current list of Board members for the nonprofit organization indicating their home addresses. If a member holds a PO Box, provide a signed affidavit referencing the Member's physical residential location.
- ◆ Attach a list of all paid full-time staff and sources of funds for annual operating expenses and current program.

**SECTION VIII: Previous Participation of Applicants**

◆ List all previous affordable multifamily housing development experience for each General Partner and any entity receiving all or part of a developer fee using Schedule H. If any Principal has an interest outside of the interests of the entities they represent, that Principal must complete a separate Schedule H.

◆ "Principal" means an applicant, any general partner of an applicant, and any officer, director, commissioner, shareholder, general partner, managing member, or an affiliate of an applicant. It also includes any entity receiving any part of a developer fee for a project.

**SECTION IX: Previous Participation of Management**

◆ List all previous multifamily management experience using Schedule I.

**SECTION X: Development Team Information**

	Developer Fee Amount	<sup>2</sup> Identity of Interest?
Developer <sup>1</sup>		
General Partner <sup>1</sup>		
Contractor <sup>1</sup>		
Management Co. <sup>1</sup>		
Consultant <sup>1</sup>		
Architect <sup>1</sup>		
Attorney		
Accountant		

<sup>1</sup> Each member of the development team must submit a resume which lists qualifications, address, telephone number and contact person.

<sup>2</sup> Please check the appropriate box and list any direct or indirect, financial or other interest any member of the development team may have with another member of the development team, or between any of the parties involved in the acquisition, construction, refinancing, rehabilitation, or management of this project.

**SECTION XI: Notification of Local Official**

Provide the name of the smallest local political jurisdiction in which the project will be located and include the name and address of the chief executive officer of the political jurisdiction.

Political jurisdiction: \_\_\_\_\_  
 Chief Executive Officer: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

All attachments to this Development Project Application form are identified in the appropriate Exhibits Checklist. If you are applying for more than one program, separate copies must be provided for each program checklist. All attachments must be clearly labeled and provided in the order requested.

MFA reserves the right to request additional materials as needed or require changes in the information submitted herewith. MFA may adjust any or all figures provided herein for underwriting purposes.

This is a multiple sheet Excel Workbook with Schedules for various MFA rental programs. Schedules "A" through "I" are separate worksheets (See Tabs at bottom while in Excel.).

Each of the schedules is a required for a Low Income Housing Tax Credit (LIHTC) Application. There are other schedules which are also needed to complete the LIHTC Application (see website) Schedules F & G are only required for LIHTC, not for other rental applications such as HOME, Primero, NM Housing Trust Fund, EnergySavers and Land Title Trust Fund. Schedules H & I are not required for 542 C Risk Share and ACCESS loans because those loan programs require that the Principals and the Management Agent complete HUD form 2530, which supplies the same information.

This is a rental programs. bottom wh

Each of the (LIHTC) / complete t for LIHTC Trust Fund required for require tha which supj

multiple sheet Excel Workbook with Schedules for various MFA rental  
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require the Principals and the Management Agent complete HUD form 2530,  
which provides the same information.

**MFA MULTIFAMILY PROJECT APPLICATION  
SCHEDULE A: DEVELOPMENT COST BUDGET**

Project Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Total Units: \_\_\_\_\_ Low Income Units: \_\_\_\_\_

\*Round figures to nearest dollar

					FEDERAL HTC REQUESTS ONLY	
	TOTAL ACTUAL COST	COMMERCIAL	RESIDENTIAL	ACQUISITION BASIS	REHAB/NEW CONSTRUCTION BASIS	RESIDENTIAL COSTS ONLY
<b>ACQUISITION COSTS</b>						
Land Acquisition						
Building Acquisition						
Other (a)						
SUBTOTAL	-	-	-	-	-	-
<b>TOTALS FROM SCHEDULE "D" CONTRACTOR'S AND MORTGAGOR'S COST BREAKDOWN</b>						
Demolition (I)						
Accessory Structures (II)						
Site Construction (III)						
Buildings and Structures (IV)						
Off-Site Improvements (V)						
Other Costs (VI)						
SUBTOTAL (VII)	-	-	-	-	-	-
<b>OTHER CONSTRUCTION COSTS</b>						
Contractor Overhead						
Contractor Profit						
General Requirements						
Construction Contingency						
Gross Receipts Tax (GRT)						
Landscaping						
Furniture, Fixtures, & Equipment						
Other (b)						
SUBTOTAL	-	-	-	-	-	-
<b>PROFESSIONAL SERVICES/FEES</b>						
Architect (Design)						
Architect (Supervision)						
Attorney (Real Estate)						
Engineer/Survey						
Other (c)						
SUBTOTAL	-	-	-	-	-	-
<b>CONSTRUCTION FINANCING</b>						
Hazard Insurance						
Liability Insurance						
Performance Bond						
Interest						
Origination\Discount Points						
Credit Enhancement						
Inspection Fees						
Title and Recording						
Legal						
Taxes						
Other (d)						
SUBTOTAL	-	-	-	-	-	-

--CONTINUED ON NEXT PAGE--

FOOTNOTES

- |  |  |
|--|--|
| 1) Subtotal from Section I. Schedule "D"   | 4) Subtotal from Section IV. Schedule "D"  |
| 2) Subtotal from Section II. Schedule "D"  | 5) Subtotal from Section V. Schedule "D"   |
| 3) Subtotal from Section III. Schedule "D" | 6) Subtotal from Section VI. Schedule "D"  |
|  | 7) Subtotal from Section VII. Schedule "D" |

**MFA MULTIFAMILY PROJECT APPLICATION  
SCHEDULE A: DEVELOPMENT COST BUDGET**

Project Name: \_\_\_\_\_ Date: \_\_\_\_\_

Total Units: \_\_\_\_\_ Low Income Units: \_\_\_\_\_

\*Round figures to nearest dollar

				FEDERAL HTC REQUESTS ONLY	
	TOTAL ACTUAL COST	COMMERCIAL	RESIDENTIAL	ACQUISITION BASIS	REHAB/NEW CONSTRUCTION BASIS
<b>PERMANENT FINANCING COSTS</b>					
Bond Premium					
Credit Report					
Origination\Discount Points					
Credit Enhancement					
Title and Recording					
Legal					
Costs of Bond Issuance					
Pre-Paid MIP					
Reserves and Escrows					
Other (e)					
<b>SUBTOTAL</b>	-	-	-		
<b>SOFT COSTS</b>					
Market Study					
Environmental					
Tax Credit Fees					
Appraisal					
Hard Relocation Costs					
Accounting/Cost Certification					
Other (f)	-				
<b>SUBTOTAL</b>	-	-	-	-	-
<b>SYNDICATION</b>					
Organization					
Bridge Loan					
Tax Opinion					
Other (g)					
<b>SUBTOTAL</b>	-	-	-		
TDC before Dev. Fees & reserves	-	-	-	-	-
<b>RESERVES</b>					
Rent Up					
Operating					
Replacement					
Escrows/Working Capital					
Other (h)					
<b>SUBTOTAL</b>	-	-	-	-	-
<b>DEVELOPER FEES</b>					
Developer Fee					
Consultant Fee					
Relocation Consultant					
<b>SUBTOTAL</b>	-	-	-	-	-
<b>Total Development Cost TDC)</b>	-	-	-	-	-



**Applicant is required to provide detail on each "Other" row.**

<b>ACQUISITION COSTS [Other (a)]</b>	
DESCRIPTION OF COST	AMOUNT
TOTAL	-

<b>OTHER CONSTRUCTION COSTS [Other (b)]</b>	
DESCRIPTION OF COST	AMOUNT
TOTAL	-

<b>PROFESSIONAL SERVICES/FEEES [Other (c)]</b>	
DESCRIPTION OF COST	AMOUNT
TOTAL	-

<b>CONSTRUCTION FINANCING COSTS [Other (d)]</b>	
DESCRIPTION OF COST	AMOUNT
TOTAL	-

<b>PERMANENT FINANCING COSTS [Other (e)]</b>	
DESCRIPTION OF COST	AMOUNT
TOTAL	-

<b>SOFT COSTS [Other (f)]</b>	
DESCRIPTION OF COST	AMOUNT
TOTAL	-

<b>SYNDICATION [Other (g)]</b>	
DESCRIPTION OF COST	AMOUNT
TOTAL	-

<b>RESERVES [Other (h)]</b>	
DESCRIPTION OF COST	AMOUNT
TOTAL	-



**MFA MULTIFAMILY PROJECT APPLICATION  
SCHEDULE B: UNIT TYPE AND RENT SUMMARY**

Project Name: 0

Date: 0

<b>Section A</b>	Restricted Units at 60% of Median					
Number BR/Unit Type	Efficiency	1-BR	2-BR	3-BR	-BR	Totals
Net Sq. Ft./Unit						
Number of Units						
Gross Monthly Rent/Unit <sup>(1)</sup>						
Minus: Utility Allowance						
Net Monthly Rent/Unit						
Annual Rental Income (All Units)						
Vacancy Allowance (%):	7.00%					

<b>Section B</b>	Restricted Units at 50% of Median					
Number BR/Unit Type	Efficiency	1-BR	2-BR	3-BR	-BR	Totals
Net Sq. Ft./Unit						
Number of Units						
Gross Monthly Rent/Unit <sup>(1)</sup>						
Minus: Utility Allowance						
Net Monthly Rent/Unit						
Annual Rental Income (All Units)						
Vacancy Allowance:	7.00%					

<b>Section C</b>	Restricted Units at 40% of Median					
Number BR/Unit Type	Efficiency	1-BR	2-BR	3-BR	-BR	Totals
Net Sq. Ft./Unit						
Number of Units						
Gross Monthly Rent/Unit <sup>(1)</sup>						
Minus: Utility Allowance						
Net Monthly Rent/Unit						
Annual Rental Income (All Units)						
Vacancy Allowance:	7.00%					

<b>Section D</b>	Restricted Units at 30% of Median					
Number BR/Unit Type	Efficiency	1-BR	2-BR	3-BR	-BR	Totals
Net Sq. Ft./Unit						
Number of Units						
Gross Monthly Rent/Unit <sup>(1)</sup>						
Minus: Utility Allowance						
Net Monthly Rent/Unit						
Annual Rental Income (All Units)						
Vacancy Allowance:	7.00%					

<b>Section E</b>	Market Rate / Unrestricted Units					
Number BR/Unit Type	Efficiency	1-BR	2-BR	3-BR	-BR	Totals
Net Sq. Ft./Unit						
Number of Units						
Gross Monthly Rent/Unit <sup>(1)</sup>						
Minus: Utility Allowance						
Net Monthly Rent/Unit						
Annual Rental Income (All Units)						
Vacancy Allowance:	7.00%					

<b>Section F</b>	Total All Units (Total Section A-E)					
Number BR/Unit Type	Efficiency	1-BR	2-BR	3-BR	-BR	Totals
Net Sq. Ft./Unit						
Number of Units						
Gross Monthly Rent/Unit <sup>(1)</sup>						
Minus: Utility Allowance						
Net Monthly Rent/Unit						
Annual Rental Income (All Units)						
Units Receiving Rental Assistance (To be included in Sections A-E)						
Non-Revenue Generating Units <sup>(2)</sup>						
Vacancy Allowance:	7.00%					

<sup>(1)</sup>Not to exceed rent limits for program applied for.

<sup>(2)</sup>Non-Revenue Generating Units (Not to be included in Sections A-E) Specify Use:

**MFA MULTIFAMILY PROJECT APPLICATION  
SCHEDULE C: OPERATING EXPENSE BUDGET**

Project Name: 0 Date: 0

		Total Units:	Total Budget	Per Unit Cost
<b>INCOME</b>				
1	Annual Rental Income Per Schedule B/Section F			
2	Parking Income			
3	Laundry Income			
4	Other Income (Specify)			
	Income Subtotal		-	
5	Less Vacancy @ 7%		-	
6	Commercial Income			
7	Less Vacancy @ 50%			
<b>8</b>	<b>TOTAL INCOME</b>			
<b>EXPENSES</b>	<b>ADMINISTRATIVE EXPENSES</b>			
9	Accounting and Audit			
10	Advertising			
11	Legal			
12	Property Management Fee @ 6.00%			
13	Gross Receipts Tax (GRT) on Management Fee			
14	Management Salaries/Taxes			
15	Office Supplies and Postage			
16	Telephone			
17	Annual Compliance Fees (\$45 per LI unit)			
18	Other (Specify):			
<b>19</b>	<b>SUBTOTAL ADMINISTRATIVE EXPENSES</b>			
	<b>UTILITY EXPENSES</b>			
20	Fuel (Heat and Water)			
21	Electricity			
22	Water and Sewer			
23	Gas			
24	Garbage/Trash			
25	Other (Specify):			
<b>26</b>	<b>SUBTOTAL UTILITY EXPENSES</b>			
	<b>MAINTENANCE EXPENSES</b>			
27	Elevator			
28	Exterminating			
29	Grounds			
30	Repairs			
31	Maintenance Salaries and Taxes			
32	Maintenance Supplies			
33	Pool			
34	Snow Removal			
35	Decorating			
<b>36</b>	<b>SUBTOTAL MAINTENANCE</b>			
	<b>FIXED EXPENSES</b>			
37	Real Estate Taxes			
38	In Lieu of Taxes			
39	Other Tax Assessments			
40	Insurance			
41	Other (Specify):			
<b>42</b>	<b>SUBTOTAL FIXED EXPENSES</b>			
	<b>SUBTOTAL EXPENSES BEFORE RESERVES</b>			
	<b>RESERVE FOR REPLACEMENT/OTHER RESERVES</b>			
43	Reserve for Replacement (Annual) <sup>(1)</sup>			
44	Other (Specify):			
45	Other (Specify):			
46	Other (Specify):			
47	Other (Specify):			
<b>48</b>	<b>SUBTOTAL RESERVES (Do not include debt service)</b>			
49	Enrichment Services			
50	TOTAL EXPENSES			
51	NET OPERATING INCOME (Total Income Minus Total Expenses)			

(1) Minimum reserves per unit per year: \$250/unit/year for Senior Housing (new construction only), and \$300/unit/year for all other new construction and rehabilitation projects.

Management Agent/Applicant Certification: The operating budget provided above is that which will serve as the project's operating budget for its first year of operations, pursuant to agreement by the following parties:

Management Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

**CASH FLOW PROJECTION**

0.00

**Annual Inflation Factors**

Residential Rents: 2.00%  
 Expenses (except Mgmt fees) 3.00%  
 Replacement Reserves: 3.00%

Vacancy: 7%  
 Commercial Vacancy 50%

0.00

Date: 0.00

Annual Projections (Post Construction Period)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<b>Income</b>															
Residential Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vacancy Loss	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Income Vacancy Loss	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Effective Gross Income (EGI)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Expenses</b>															
Expenses (less reserves and mgt fees)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mgmt fees + GRT (increases with EGI)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserves	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Net Operating Income</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Annual Debt Service (Hard Debt)</b>															
First Mortgage	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Second Mortgage	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Third Mortgage	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fourth Mortgage	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Debt Service</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Net Project Cash Flow</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Debt Service Coverage - First	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Debt Service Coverage - All Debt	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

**MFA MULTIFAMILY PROJECT APPLICATION**  
**SCHEDULE D: CONTRACTOR'S AND APPLICANT'S COST BREAKDOWN**

Project Name: 0

Federal HTC Requests ONLY

Construction Period: Start Date: \_\_\_\_\_ Completion: \_\_\_\_\_

Residential Costs ONLY

	Trade Item	Total Cost [A] <sup>(1)</sup>	Commercial [B]	Residential [C]	Residential Costs ONLY	
					Acquisition Basis [D]	Rehab/New Construction Basis [E]
I.	<b>Demolition</b>					
II.	<b>Accessory Structures</b>					
III.	<b>Site Construction</b>					
	Earth Work					
	Site Utilities					
	Roads & Walks					
	Site Improvements					
	Lawns & Planting					
	Unusual Site Conditions					
	<i>Sub-total: Site Constructon</i>				0	
IV.	<b>Buildings and Structures</b>					
	Concrete					
	Masonry					
	Metals					
	Woods and Plastics					
	Thermal and Moisture Protection					
	Doors and Windows					
	Finishes					
	Specialties					
	Equipment					
	Furnishings					
	Special Construction					
	Conveying Systems					
	Mechanical					
	Electrical					
	<i>Sub-total: Building and Structures</i>					
V.	<b>Off-Site Improvements (List)</b>					
		<i>Sub-total: Off-Site Improvements</i>			0	0
VI.	<b>Other Costs (List)</b>					
		<b>Hard costs only - Do not include those listed in Sched. A (e.g. "Other Construction Costs")</b>				
		<i>Sub-total: Other Costs</i>				
VII.	<b>TOTAL CONSTRUCTION COSTS</b>					

<sup>(1)</sup> Sum of Columns B and C.

Contractor Signature \_\_\_\_\_

Date \_\_\_\_\_

**MFA MULTIFAMILY PROJECT APPLICATION  
SCHEDULE E: DEVELOPMENT SCHEDULE**

Project Name: 0 Date: 0

ACTIVITY	Scheduled Date: Month/Year	Check if Complete	Assigned Staff
<b>Site</b> Option/Contract Executed Environmental Review Completed Site Acquisition Zoning Approval			
<b>Financing: Non-MFA Sources</b> <u>Construction Loan</u> Application Approval Closing <u>Permanent Loan</u> Application Approval Closing <u>Tax Credit Equity</u> RFP Letter of Intent Partnership Closing <u>Other Loans &amp; Grants</u> Type/Source: _____ Application Award Closing <u>Other Loans &amp; Grants</u> Type/Source: _____ Application Award Closing			
<b>Plans &amp; Specifications Completed</b> <b>Relocation Plan Completed</b> <b>Building Permits Obtained</b> <b>Construction Start</b> <b>Construction Completion</b> <b>Fair Housing Marketing Plan Completed</b> <b>Placed-in-Service/C of O</b> <b>Lease-Up</b>			



**MFA MULTIFAMILY PROJECT APPLICATION**  
**SCHEDULE F: ESTIMATE OF TAX CREDIT ALLOCATION AMOUNT**

Project Name: 0

Date: 0

		Acquisition Basis	Rehab/New Construction Basis	For MFA Use
	Total Eligible Basis (From Schedule A)			
Less:	Federal grant used to finance qualifying development costs (specify source)			
Less:	Non-qualified non-recourse financing / federal subsidy (specify source)			
Less:	Non-qualifying excess portion of higher quality market rate units			
Less:	Historic Tax Credit (Residential Portion Only)			
Equals:	<b>Eligible Basis</b>			
Multiplied by:	Adjustment for Qualified Census Tract or Difficult to Develop Area <sup>(1)</sup>	100%	130%	
Equals:	<b>Eligible Basis</b>			
Multiplied by:	Applicable Fraction (Insert the lesser of the fractions calculated below.) Multiply line above by this fraction to obtain Total Qualified Basis below.	0.00%	0.00%	
Equals:	<b>Total Qualified Basis</b>			
Multiplied by:	Applicable Tax Credit Percentage			
Equals:	<b>Tax Credit Eligibility</b>			
	<b>Total Tax Credit Request</b>			

**Applicable Fraction Calculation:**

Floor Space Fraction		Unit Fraction	
Total Residential Rental Floor Space		Total Units	
Low-Income Units Floor Space		Low-Income Units	
Percent Low-Income		Percent Low-Income	

(1) If site lies in either of these types of areas, insert 130%, otherwise insert 100%.

**MFA MULTIFAMILY PROJECT APPLICATION**  
**SCHEDULE G: AFFORDABLE UNIT SET-ASIDE ELECTION**

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

The Owner irrevocably elects one of the Minimum Set-Aside Requirements:

At least 20% of the residential units in this development are rent-restricted and to be occupied by households with incomes at 50% or less of area median income; or

At least 40% of the residential units in this development are rent-restricted and to be occupied by households with incomes at 60% or less of area median income; or

Deep rent skewing option as defined in Section 42

Only Low Income Units as determined by the Project's Set Aside Election are eligible for Tax Credits. For example, if the 20/50 Election is chosen, only Units that are rent restricted and set aside for tenants whose income does not exceed 50% of Area Gross Median Income are qualified as Low Income Units.

In order to qualify for tax credits, projects must meet the minimum set-aside elected as of the close of the first year of the credit period.

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

**MFA HOUSING DEVELOPMENT PROJECT APPLICATION**  
**SCHEDULE H: APPLICANTS' PREVIOUS PARTICIPATION CERTIFICATE**

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

Role in Project: \_\_\_\_\_

Name of signer: \_\_\_\_\_

Title of signer: \_\_\_\_\_

Project Name	Project Address	Status of Project	# of Units	Type(s) of Financing	Most recent Compliance Audit	Most recent Physical Inspection	Was Project ever in Default During your participation?	List any Co-Developers or Consultants
					Date: _____ Agency: _____ Rating: _____	Date: _____ Agency: _____ Rating: _____	If "Yes" attach explanation	
					Date: _____ Agency: _____ Rating: _____	Date: _____ Agency: _____ Rating: _____	If "Yes" attach explanation	
					Date: _____ Agency: _____ Rating: _____	Date: _____ Agency: _____ Rating: _____	If "Yes" attach explanation	
					Date: _____ Agency: _____ Rating: _____	Date: _____ Agency: _____ Rating: _____	If "Yes" attach explanation	
					Date: _____ Agency: _____ Rating: _____	Date: _____ Agency: _____ Rating: _____	If "Yes" attach explanation	
					Date: _____ Agency: _____ Rating: _____	Date: _____ Agency: _____ Rating: _____	If "Yes" attach explanation	
					Date: _____ Agency: _____ Rating: _____	Date: _____ Agency: _____ Rating: _____	If "Yes" attach explanation	
					Date: _____ Agency: _____ Rating: _____	Date: _____ Agency: _____ Rating: _____	If "Yes" attach explanation	
					Date: _____ Agency: _____ Rating: _____	Date: _____ Agency: _____ Rating: _____	If "Yes" attach explanation	
					Date: _____ Agency: _____ Rating: _____	Date: _____ Agency: _____ Rating: _____	If "Yes" attach explanation	
					Date: _____ Agency: _____ Rating: _____	Date: _____ Agency: _____ Rating: _____	If "Yes" attach explanation	
					Date: _____ Agency: _____ Rating: _____	Date: _____ Agency: _____ Rating: _____	If "Yes" attach explanation	
					Date: _____ Agency: _____ Rating: _____	Date: _____ Agency: _____ Rating: _____	If "Yes" attach explanation	

The undersigned being duly authorized, hereby represents and certifies under penalty of perjury that the foregoing information, to the best of his/her knowledge, is true, complete and accurate, and hereby consents to the release of information to MFA by any other State or Federal agency monitoring Project compliance.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

- 1) Each General Partner and any entity receiving all or part of the developer fee must submit a separate Schedule H listing all projects in which they have a financial interest.
- 2) If Executive Staff, Board Member, Commissioners, or other Principals have interests in projects other than those already listed on a Schedule H, they must submit a separate Schedule H listing the additional projects.

"Principal" means an Applicant, any general partner of an Applicant, and any officer, director, board member or any shareholder, general partner, managing member, or affiliate of an Applicant. It also includes any entity receiving any part of a developer fee for a Project. For Project compliance purposes (Section IV.C.11 of the QAP), Principal would include shareholders with interests of 25 percent or more, all officers of a corporation (whether Board members or employees), all general partners or members.

**MFA HOUSING DEVELOPMENT PROJECT APPLICATION  
SCHEDULE I: PREVIOUS PARTICIPATION OF MANAGEMENT**

Development Name	Development Address	Owner Name/Address/Phone	# of Units	# of Affordable Units	Most recent Compliance Audit			Most recent Physical Inspection			On-site Manager	Type of Development (LIHTC, Market, HUD, USDA-RD, etc)
					Date:			Date:				
					Date:		Date:					
					Agency:		Agency:					
					Rating:		Rating:					
					Date:		Date:					
					Agency:		Agency:					
					Rating:		Rating:					
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					Date:		Date:					
					Agency:		Agency:					
					Rating:		Rating:					
					Date:		Date:					
					Agency:		Agency:					
					Rating:		Rating:					

The undersigned being duly authorized, hereby represents and certifies under penalty of perjury that the foregoing information, to the best of his/her knowledge, is true, complete and accurate. The undersigned hereby acknowledges that MFA may, at its option, verify the information provided herein by contacting the Owner listed above.

Name of Signer \_\_\_\_\_  
 Title of Signer \_\_\_\_\_  
 Company \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

MFA MULTIFAMILY LOW INCOME HOUSING TAX CREDIT

COMPLIANCE AFFIDAVIT

The undersigned, a Principal\* (as defined in Section XI Glossary of the state of New Mexico Qualified Allocation Plan effective January 1, 2017 (“QAP”) of the Applicant for Low Income Housing Tax Credits, hereby swears and affirms as follows:

The attached Schedule H, if required: Applicant’s Previous Participation Certificate to the Applicant’s MFA Multifamily Project Application is a complete and accurate list of all federally subsidized or Low Income Housing Tax Credit multifamily housing projects in the United States (“Project” or “Projects”) in which Principal has a financial interest.

Initial One:

\_\_\_\_\_Neither General Partner nor any Project listed on Schedule H is in default with respect to any material compliance matter with respect to any Project.

Or

\_\_\_\_\_Attached hereto is a list of all material compliance defaults with respect to General Partner or any Project, together with an explanation of corrective action being taken to resolve such defaults or findings.

*\*Note: If Principal Entity executed Omnibus Signature Page, that same Entity does not need to execute this Affidavit separately.*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_)

)

County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

## **MFA MULTIFAMILY PROJECT APPLICATION SCHEDULE J: APPLICANT'S CERTIFICATION**

Applicant is responsible for ensuring that the project consists or will consist of a "qualified low-income building or buildings" as defined in the Internal Revenue Code Section 42, and will satisfy all applicable requirements of federal tax laws in the acquisition, rehabilitation, or construction and operation of the project to receive Low Income Housing Tax Credit ("Tax Credit"). Instruction as to compliance with Section 42 of the Internal Revenue Code is not the responsibility of MFA.

Applicant is responsible for all calculations and figures relating to the determination of the Eligible Basis for the building and understands and agrees that the amount of Tax Credit is calculated by reference to the figures submitted with this Application as to the Eligible Basis and Qualified Basis of the project and individual buildings.

Applicant hereby makes Application to MFA for a Reservation, commitment or allocation of Tax Credit dollar amounts as listed herein. Applicant agrees that MFA will at all times be indemnified and held harmless against all losses, costs, damages, expenses and liabilities whatsoever nature or kind (including, but not limited to, attorney's fees, litigation, and court costs, amounts paid in settlement and amounts paid to discharge judgment, any loss from judgment from the Internal Revenue Service) directly or indirectly resulting from, arising out of, or related to acceptance, consideration and approval or disapproval of such Reservation, commitment or allocation request.

Applicant hereby agrees that any determination made by MFA as to the amount of *annual* Tax Credit applicable to the project *is not to be construed* as a *representation or warranty* as to the feasibility or viability of the project or the project's ongoing capacity for success or any conclusions regarding any matter of federal or state income tax laws.

Applicant, being duly authorized, hereby represents and certifies under the penalty of perjury that the foregoing information, to the best of his/her knowledge, is true, complete and accurately describes the proposed project. Applicant specifically acknowledge(s) and agree(s) that verification or re-verification of any information contained in this Application may be made at any time by MFA, its agents, successors and assigns, either directly or through a credit reporting agency, or from any source named in this application and that MFA has the explicit right to terminate any reservation, commitment or allocation of Tax Credit if it is determined that the proposed project has not been, or will not be, delivered as described in the Application.

With the exception of the public posting of overall self-scores, MFA will maintain all Applications and related details as confidential unless otherwise required by law during the evaluation process. However, all Applications are public records subject to inspection under state and federal open records laws. Applicants utilizing additional financing from other sources hereby acknowledge that their Applications and related details may be shared with other entities providing financing. Applicant hereby acknowledges that, due to the competitive nature of the development industry, it will not have access to Applications submitted by other Applicants, related details of said Applications, points awarded, or MFA communications with such Applicants or other interested parties during the evaluation process.

**Schedule J: Applicant's Certification**  
**Page 2 of 2**

Applicant consents to MFA obtaining information from other local, state and federal agencies regarding Applicant's performance and compliance with respect to other housing projects which have received local, state or federal subsidy.

Applicant hereby agrees that the Land Use Restriction Agreement (LURA) will contain a provision stating that the Project Owner agrees that the maximum rent that may be collected from any and all sources combined, including federal or other rental assistance, on any rent restricted Unit will not exceed 30% of the imputed income limitation applicable to the Unit.

Applicant is solely responsible for completing this Application in accordance with the Allocation Plan and Section 42 of the Internal Revenue Code, notwithstanding any conversations with representatives of MFA. Applicant also understands that MFA will rely upon all of the information as stated in the Application as filed and is under no obligation to accept any additional information after the Application Deadline. Applicant further understands that MFA has the right to reject this Application if, in MFA's sole judgment, the Application is not consistent with the proper and effective allocation of housing credit under the Allocation Plan and Section 42 of the Internal Revenue Code.

Applicant further certifies and represents that he or she is duly authorized and has full authority to execute this Certification on behalf of the Applicant and the Project Owner.

**Schedule K**  
**New Mexico Mortgage Finance Authority (MFA) 2017 Housing Tax Credit Program**  
**Return of Tax Credit Reservation or Allocation**

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

**To be completed by MFA**

Project Number: \_\_\_\_\_

**Allocation Stage:**

**Issue Date:**

**Amount:**

Preliminary Reservation of Tax Credits \_\_\_/\_\_\_/\_\_\_ \$ \_\_\_\_\_

Carryover Allocation of Tax Credits \_\_\_/\_\_\_/\_\_\_ \$ \_\_\_\_\_

Requirement for which Tax Credits are returned

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

**Applicant's Agreement to Return Tax Credits to MFA**

I(We) hereby return the reservation and/or Carryover Allocation of Low Income Housing Tax Credits awarded to the above-cited project by MFA, on the date that I fail to meet any one or more of the "Subsequent Project Requirements" set forth in Section IV.G of the *State of New Mexico Low Income Housing Tax Credit Program Qualified Allocation Plan Effective as of January 1, 2017* ("QAP") or fail to deliver the project as described in the Application. I(We) further represent that as of the date on which I fail to meet any such requirements, these Tax Credits are to be considered voluntarily returned to MFA without further action on my part, and I(We) will not thereafter make any attempt to utilize any Tax Credits for this project. This certification, however, is null and void as of the date on which MFA determines, in its sole discretion, that I(We) have met all requirements.

\_\_\_\_\_  
Project Owner Authorized Signature

\_\_\_\_\_  
Project Owner Authorized Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
MFA Authorized Signature

\_\_\_\_\_  
Printed Name & Title

Date: \_\_\_\_\_



## ARCHITECT'S CERTIFICATION

I have examined the drawings and specifications dated \_\_\_\_\_ prepared by \_\_\_\_\_ (architect) and related to the development known as \_\_\_\_\_ (project name) located in \_\_\_\_\_ (city, state).

Based upon this examination, to the best of my knowledge and belief, these documents conform to all local, state and federal laws designated as the development standard for the project including, but not limited to, the Fair Housing Laws as they pertain to handicapped accessibility and adaptability, all local health, safety and building codes and those requirements as set forth in the New Mexico Mortgage Finance Authority's ("MFA") 2017 Low-Income Housing Tax Credit Qualified Allocation Plan and in MFA Year 2017 Mandatory Design Standards for Multifamily Housing.

Based upon examination of the drawings and specifications, all items in the initial Low-Income Housing Tax Credit application committed to and overall design elements are incorporated.

\_\_\_\_\_  
Architect Signature (SEAL)

\_\_\_\_\_  
Date

## MFA 2017 Mandatory Design Standards for Multifamily Housing

The following Design Standards, including the *MFA 2017 Submission Instructions for Preliminary Architectural Documentation for Multifamily Housing Applications*, contained herein as **Part B**, represent the minimum requirements for New Mexico Mortgage Finance Authority (MFA) financed rental housing. MFA values excellence in design because well designed housing meets the needs of tenants, attracts market tenants and promotes community acceptance of housing financed by MFA. All projects shall meet or exceed each of these standards, as well as the minimum requirements of all applicable building codes (hereinafter referred to as “Code”), regulations, and local zoning ordinances. In addition, projects shall meet Americans with Disabilities Act (ADA) and Fair Housing requirements. Depending on the funding sources and other partners’ requirements, the project may also be subject to Uniform Federal Accessibility Standards (UFAS) requirements. The Development Team is responsible to know and meet all accessibility requirements for their project. Each project architect and owner will be required to certify at application that the project design meets these Design Standards, and at completion will be required to certify that the project was built in compliance with these Design Standards. The Design Standards have been arranged into three sections: “new construction,” “rehabilitation,” and “special projects” and shall be used as applicable for each type of project or each portion of a project.

Generally: Each project must satisfy the desires and demands of the rental market. The physical characteristics of projects will vary and depend on such matters as rentals, characteristics of population served, size of households, and comparable projects.

Design: Housing rental projects must provide a continuing market appeal. Amenities, space and aesthetics must be competitive with other properties serving the same market segment. The project must be visually pleasing, well suited to the needs of the occupants, and of good design reflecting the architectural standards of the neighborhood and of the community in which it is situated. Site, building and dwelling unit designs must be practical and use space effectively.

Cost Concerns: The design should incorporate proven construction cost-saving techniques, durable cost-effective materials suitable for the intended use, energy saving features, and cost-efficient mechanical systems. Minimizing initial construction costs and continuing operation and maintenance costs are essential to MFA’s affordable housing programs.

For purposes of this document, the ANSI A 117.1 standard means the then-current version of the ANSI A.117.1 standard adopted by the state of New Mexico as same applies to the project at the time of construction.

### NEW CONSTRUCTION

#### A. GENERAL DESIGN:

1. New construction projects shall conform to the following provisions and requirements as described in the New Construction section of this Standard unless specific site

- conditions make compliance technically infeasible, in which case the application must contain a detailed explanation of why a provision or requirement cannot be met.
2. Provisions shall be made for ACCESSIBILITY for people with disabilities in conformance with the requirements of federal and state law including the Fair Housing Act (FHA) and the ADA. At minimum 5 percent of the units on a project site shall meet the provisions of a Type A accessible unit as described in the ANSI A117.1 standard. An additional 2 percent of the units shall meet the provisions of a “hearing impaired unit.” Depending on the funding sources and other partners’ requirements, the project may also be subject to Uniform Federal Accessibility Standards (UFAS) requirements. The Development Team is responsible to know and meet all accessibility requirements for their project.
    - i. Site elements, accessible routes, buildings, and units shall be constructed in accordance with the ANSI A117.1 standard.
    - ii. An accessible route shall be provided to all accessible units, to all public use spaces, to all common use spaces, and to site amenities (such as mail centers and dumpsters).
    - iii. All common areas, including playgrounds and exercise rooms, shall be made accessible in accordance with FHA and ADA requirements.
    - iv. Not less than one of the Type A units provided shall be fitted with a roll in shower which shall be constructed in conformance with the ANSI A117.1 standard.
    - v. A van accessible parking space shall be provided for each designated Type A accessible unit and for the Community Building at the ratios required by ADA.
  3. Provisions shall be made for ADAPTABILITY for people with disabilities in conformance with the requirements of federal and state law including the FHA and the ADA. All units located on an accessible path shall meet the provisions of either a Type A or Type B accessible unit as described in the ANSI A117.1 standard. An accessible route shall be provided to all ground floor units (unless noted through exception as found within the FHA and ANSI standards based on site configuration – See Fair Housing Act Design Manual and ANSI A117.1 for additional information.)
  4. New construction properties shall be designed and constructed in such a way as to provide greater energy efficiency, decreased water usage, and increased durability over a similarly sized minimum Code compliant project.
    - i. New construction units shall achieve a HERS certification not greater than 65.
    - ii. New construction units shall utilize plumbing fixtures with flow rates and flush rates that are less than those required by Code.
    - iii. The project team shall implement durability measures intended to extend the livability and to decrease maintenance costs of the property.

## B. SITE DESIGN AND DEVELOPMENT

1. Sites shall be designed, constructed, monitored and maintained in accordance with the Federal Clean Water Act. See EPA’s “*Managing Your Environmental Responsibilities: A Planning Guide for Construction and Development*” for additional information and requirements. <http://water.epa.gov/polwaste/npdes/stormwater/upload/myerguide.pdf>

2. Sites shall be constructed to drain away from buildings. Storm water recharge of groundwater is a goal. Ponding areas shall be made attractive but reduce risk to tenants.
3. Parking shall be provided at the minimum numbers as defined by local Zoning Ordinance.
4. Parking for bicycles shall be provided at all properties at the ratio of 1 bicycle parking space per unit.
  - i. Senior properties so designated by the U.S. Department of Housing and Urban Development (HUD) funding definitions applicable to the property and/or the Housing for Older Persons Act (HOPA) shall be required to provide bicycle parking at the ratio of .5 spaces per unit.
  - ii. Bicycle parking should be provided in secure areas outside of the unit and in locations that do not compromise building safety or exiting. Bicycle parking at exterior locations shall be placed in highly visible locations and adjacent to the units the spaces serve. Bicycle parking may be congregated. Multiple spaces may be accomplished on a single rack. Bicycle parking racks should be fixed and permanent in nature.
5. Common use site areas shall include refuse collection, mail distribution, laundry, recreation, and congregation. All such areas shall be connected with an accessible route.
  - i. Refuse collection areas shall be convenient to the units, shall be screened, and shall offer room for recycling activities if such service is available in that municipality.
  - ii. Mail distribution areas shall be well lit and secure but shall remain open to the tenants at all times.
  - iii. Laundry facilities shall be provided for tenant use at all properties with more than 20 units on the site.
    1. If washers and dryers are provided in each individual unit, additional laundry facilities/community machines are not required.
    2. Laundry facilities shall be secured and well-lit from dusk until dawn.
    3. Washers and dryers shall be provided at the following ratios:
      - a. One each washer and dryer for every twelve units where hook ups are not provided in each individual unit.
      - b. One each washer and dryer for every twenty units where hook ups are provided in each individual unit.
    4. An accessible clothes folding table or counter shall be provided in each laundry facility.
  - iv. Site recreational areas shall be provided at all properties.
    1. Site recreational facilities shall be provided on an accessible route, and shall encourage physical activity and community interaction.
    2. Site recreational facilities shall include accessible play areas, shall be provided for different age groups, and shall encourage physical activity. Activities/play areas for different age groups may be combined within a common play area as appropriate.

- a. All play areas shall be located away from high automobile traffic and shall be situated for maximum visibility from the dwelling units.
  - b. A play area for children under age 5 shall be provided within direct visibility of common spaces.
  - c. A play area for children ages 5 – 12 shall be provided.
  - d. For children over age 12 an area of congregation that encourages physical activity shall be provided.
  - e. Visible warning signs describing play area rules and warning that use is at one's own risk shall be provided at each play area.
  - f. An accessible, weather resistant, permanently-mounted bench shall be provided at each separate play area.
  - g. Senior properties so designated by HUD funding definitions applicable to the property and/or the (HOPA) shall be exempt from the requirement to provide play areas, but shall provide areas of congregation that encourage physical activity.
6. Landscaping shall be required at all properties:
- i. A complete landscape plan which maximizes existing natural features or otherwise enhances open space is required.
  - ii. Native, semi-native, or drought tolerant plants shall be used.
  - iii. Low water use irrigation systems shall be used.
7. Interior Community Spaces and Business Offices shall be provided at all properties.
- i. All properties shall have an on-site Business Office of at least 200 square feet and a maintenance room of at least 100 square feet.
  - ii. Accessible public restrooms, at the ratios required by Code, shall be provided.
  - iii. Properties containing 20 or fewer units shall be exempt from the requirement to provide Interior Community Spaces and Business Offices.

### C. BUILDING DESIGN AND CONSTRUCTION:

#### 1. Exterior Building Design

- i. Buildings shall be designed to meet the local zoning requirements for that project site, including requirements for unit densities, building heights, building setbacks, massing, colors, and materials.
- ii. Definitions: The following specific terms as used in this document shall be defined as following:
  - 1. Building Façade: The "Building Façade" shall be defined to be: "Any elevation of a building facing a public way or space." A Building Façade shall be inclusive of all building elements compiled to create a visual impression. This is much more inclusive than just the building skin.
  - 2. Building Shape: The "Building Shape" shall be defined to be: "The primary rectilinear volume of the building structure."
  - 3. Building Shape Variations: "Building Shape Variations" shall be defined to be: "any deviation in plane from the Building Shape."

iii. Unless more stringent local zoning requirements apply, the following minimum design requirements shall be met:

1. Building Façades shall be multi-faced.
    - a. In no case shall a Building Shape be confined to a straight rectangle. Building Shape Variations shall be required at a ratio of not less than the number bedrooms situated on the ground floor plane.
  2. Building Façades shall utilize not less than three different building materials.
    - a. Each Building Façade shall contain not less than three different building materials.
    - b. Changes in building materials may also satisfy the requirements for shape changes if the materials are not in the same plane.
    - c. Exterior building materials exposed to the elements shall be low maintenance relative to the project's geographic location.
  3. Building Façades shall be multi-colored.
    - a. Each Building Façade shall include not less than two distinct colors.
    - b. Colors may be from the same hue family, but shall be distinct from each other.
  4. Building Façades shall be complementary to the form and massing of existing buildings throughout the community.
  5. Building Façades shall be unique to the location and shall be of attractive design.
- iv. Buildings shall be individually marked with visible, contrasting identifying signage to minimize the response time of emergency personnel. Building identifying signs shall be illuminated so as to be clearly visible from dusk until dawn.

## 2. Integrated Pest Management

Building construction shall also include sealing all walls, floor and joint penetrations with low-VOC caulking or other appropriate nontoxic sealing methods to prevent pest entry.

## D. UNIT DESIGN AND CONSTRUCTION:

1. All units shall be constructed to meet Code requirements and the following minimum Bedroom areas and dimensions requirements:
  - i. The primary bedroom in each unit shall be not less than 120 square feet.
  - ii. Secondary bedrooms shall not be less than 100 square feet.
  - iii. No bedroom shall have a dimension less than nine linear feet.
  - iv. Bedroom areas shall not include wall thicknesses, closets, hallways, or adjoining rooms, but shall be the area immediately surrounding the intended bed location.
2. All units shall meet the following minimum storage requirements:
  - i. A clothes closet in each bedroom shall be provided. Bedroom closets shall not be dual purposed to meet other storage requirements.
  - ii. A mechanical closet (as appropriate for the system to be utilized) shall be provided. Mechanical closets shall not be dual purposed to meet other storage requirements.

- iii. A laundry room or utility closet (if included in the unit design with the intent to provide washer and dryer hook ups) shall be provided.
  - iv. A multi-use storage closet or closets which total not less than 8 square feet in area shall be provided. Multi-use closets shall be equipped with shelving at multiple heights.
  - v. Larger units (three bedrooms or more) shall be provided with an entry or coat closet in addition to the multi-use closet(s).
3. Three and 4 bedroom units shall be provided with not less than 1.75 baths.
  4. Single lever deadbolts and eye viewers are required on all entry doors to residential units.
  5. Interior finishes shall be easily cleanable and durable.
  6. Carpet shall not be installed in high moisture areas including: entryways, bathrooms, kitchens, and laundry rooms/closets.
  7. Units shall be individually marked with visible contrasting identifying signage that shall be illuminated so that it is clearly visible from dusk until dawn, as well as daylight hours.
  8. Every room and space intended for human occupancy shall be equipped with permanent, hardwired, energy efficient light fixtures. Switched outlets will not satisfy this requirement.
  9. Sites shall be developed and units constructed so as to include wiring and infrastructure needed to allow for access to internet, telephone, and cable/satellite television.

## **REHABILITATION**

### **A. GENERAL DESIGN**

1. Rehabilitation projects shall conform to the following provisions and requirements as described in the Rehabilitation section of this standard unless specific building and/or site conditions make compliance technically infeasible, in which case the application must contain a detailed explanation of why a provision or requirement cannot be met.
2. Provisions shall be made for ACCESSIBILITY for people with disabilities in conformance with the requirements of federal and state law including the FHA and the ADA. At minimum 5 percent of the units on a project site shall meet the provisions of a Type A accessible unit as described in the ANSI A117.1 standard. An additional 2 percent of the units shall meet the provisions of a "hearing impaired unit." Depending on the funding sources and other partner requirements, the project may also be subject to Uniform Federal Accessibility Standards (UFAS) requirements. The Development Team is responsible to know and meet all accessibility requirements for their project.
  - i. Site elements, accessible routes, buildings and units shall be constructed in accordance with the ANSI A117.1 standard.
  - ii. An accessible route shall be provided to all accessible units, to all public use spaces, to all common use spaces and to site amenities (such as mail centers and dumpsters).
  - iii. All common areas, including playgrounds and exercise rooms shall be made accessible in accordance with FHA and ADA requirements.
  - iv. Not less than one of the Type A units provide shall be fitted with a roll in shower which shall be constructed in conformance with the ANSI A117.1 standard.

- v. An accessible parking space shall be provided for each designated Type A accessible unit and for the community building at the ratios required by ADA. At least one “van accessible” parking space shall be provided near the Business Office.
- 3. Rehabilitation properties shall be designed and constructed in such a way as to provide greater energy efficiency, decreased water usage, and increased durability to the buildings, units and site elements.
  - i. Rehabilitation units shall achieve a post-construction HERS score better than 75.
  - ii. Plumbing fixtures to be replaced as part of the rehabilitation scope shall be replaced with fixtures utilizing flow rates and flush rates that are less than those required by Code.

#### B. SITE DESIGN AND DEVELOPMENT:

- 1. Sites shall be improved, constructed, and monitored in accordance with the federal Clean Water Act.
- 2. Sites shall be constructed to drain away from buildings. Storm water recharge of groundwater is a goal. Ponding areas shall be made attractive but reduce risk to residents.
- 3. Parking for bicycles shall be provided at all properties at the ratio of .5 bicycle parking spaces per unit.
  - i. Senior properties so designated by HUD funding definitions applicable to the property and/or the HOPA shall be required to provide bicycle parking at the ratio of .25 spaces per unit.
  - ii. Bicycle parking should be provided in secure areas outside of the unit area and in locations that do not compromise building safety or exiting. Bicycle parking at exterior locations shall be placed in highly visible locations and adjacent to the units the spaces serve. Bicycle parking may be congregate. Multiple spaces may be accomplished on a single rack. Bicycle parking racks should be fixed and permanent in nature.
- 4. Common use site areas shall include refuse collection, mail distribution, laundry, recreation and congregation. All such areas shall be connected with an accessible route.
  - i. Refuse collection areas shall be screened, and shall offer room for recycling if such service is available in that municipality.
  - ii. Mail distribution areas shall be well lit and secure but shall remain open to the tenants at all times.
  - iii. Laundry facilities shall be provided for tenant use at all properties with more than 20 units on the site.
    - 1. If washers and dryers are provided in each individual unit, additional laundry facilities/community machines are not required.
    - 2. Laundry facilities shall be secured and well-lit from dusk until dawn.
    - 3. Washers and dryers shall be provided at the following ratios:
      - a. One each washer and dryer for every twelve units where hook ups are not provided in each individual unit.



- b. One each washer and dryer for every twenty units where hook ups are provided in each individual unit.
    - 4. An accessible clothes folding table or counter shall be provided in each laundry facility.
  - iv. Site recreational areas shall be provided at all properties.
    - 1. Site recreational facilities shall be provided on an accessible route, shall encourage physical activity, and shall encourage community interaction.
    - 2. Site recreational facilities shall include accessible play areas, shall be provided for different age groups, and shall encourage physical activity. Activities for different age groups may be combined within a common play area as appropriate.
      - a. All play areas shall be located away from high automobile traffic and shall be situated for maximum visibility from the dwelling units.
      - b. A play area for children under age 5 shall be provided within direct visibility of common spaces.
      - c. A play area for children ages 5 – 12 shall be provided.
      - d. For children over age 12 an area of congregation that encourages physical activity shall be provided.
      - e. Visible warning signs describing playground rules and warning that use is at one's own risk shall be provided at each play area.
      - f. An accessible, weather resistant, permanently mounted bench shall be provided at each play area.
      - g. Senior properties so designated by HUD funding definitions applicable to the property and/or the HOPA shall be exempt from the requirement to provide play areas, but shall provide areas of congregation that encourage physical activity.
- 5. Landscaping shall be required at all properties:
  - i. A complete landscape plan which maximizes existing natural features or otherwise enhances open space is required.
  - ii. Native, semi-native, or drought tolerant plants shall be used.
  - iii. Low water use irrigation systems shall be used.
- 6. Interior Community Spaces and Business Offices shall be provided at all properties.
  - i. All developments shall have an on-site Business Office of at least 200 square feet and a maintenance room of at least 100 square feet.
  - ii. Accessible public restrooms, at ratios required by Code, shall be provided.
  - iii. Properties containing 20 or fewer units shall be exempt from the requirement to provide Interior Community Spaces and Business Offices.

## C. BUILDING DESIGN AND CONSTRUCTION

### 1. Exterior Building Design

- i. Unless more stringent local zoning requirements apply, the following minimum design requirements shall be met:
  1. Building Façades shall utilize not less than three different building materials.
    - a. Each Building Façade shall contain not less than three different building materials.
    - b. Exterior building materials exposed to the elements shall be low maintenance.
  2. Building Façades shall be multi-colored.
    - a. Each Building Façade shall include not less than two distinct colors.
    - b. Colors may be from the same hue family, but shall be distinct from each other.
- ii. Buildings shall be individually marked with visible, contrasting identifying signage to minimize the response time of emergency personnel. Building identifying signs shall be illuminated so as to be clearly visible from dusk until dawn.

#### **D. UNIT DESIGN AND CONSTRUCTION**

1. Single lever deadbolts and eye viewers are required on all entry doors to residential units.
2. Interior finishes shall be easily cleanable and durable.
3. Carpet shall not be installed in high moisture areas including: entryways, bathrooms, kitchens, and laundry rooms/closets.
4. All hot water lines exposed as a result of the construction shall be insulated and sealed in additional rigid pipe insulation to the insulation values required by ASHRAE standards.
5. Bathrooms shall be equipped with exhaust vents that vent directly to the exterior of the building unless equipped with operable exterior windows with screens.
6. Units shall be individually marked with visible contrasting identifying signage that shall be illuminated so that it is clearly visible from dusk until dawn, as well as daylight hours.
7. Heating and cooling systems shall be sized in accordance with ACCA Manual J and Manual D requirements or in accordance with ASHRAE standards.

#### **SPECIAL PROJECTS**

##### **A. SINGLE ROOM OCCUPANCY (SRO) DEVELOPMENTS**

1. Tenant rooms (units) shall be 140 square feet minimum gross heated area with a maximum size of 500 square foot gross heated area.
2. Each unit shall contain at least one full size bed, a lockable storage compartment or chest of drawers, and a vertical clothes closet measuring at minimum 36 inches wide.

3. Each building containing units shall provide bathroom facilities.
  - i. A bathroom facility shall be provided for every 16 units or fraction thereof in that building.
  - ii. Each bathroom facility shall provide bathroom fixtures at a ratio of the number of units it serves.
    1. One sink, one shower with curtain or door and one toilet with a door shall be provided for every four units.
4. Each building containing units shall include a food preparation area unless provided within all units within that building.
  - i. The food preparation area shall be adequately sized for the number of units it serves.
5. A community center, community living area or meeting room shall be provided on the property.
6. Laundry facilities shall be provided for tenant use at all properties with more than 20 units.
  - i. Laundry facilities shall be secured and well-lit from dusk until dawn.
  - ii. One each washer and dryer shall be provided for every 20 units.
  - iii. An accessible clothes folding table or counter shall be provided in each laundry facility.

#### B. ADAPTIVE REUSE PROJECTS

1. Adaptive reuse projects shall be subject to the full provisions of the Mandatory Design Standards for new construction unless it is demonstrated to MFA's satisfaction that specific elements or requirements are technically infeasible to accomplish, in which case the application must contain a detailed explanation of why a provision or requirement cannot be met.

## **Part B: MFA 2017 Submission Instructions for Preliminary Architectural Documentation for Multifamily Housing Applications**

All applications shall provide at the time of the application Preliminary Architectural Documentation of the proposed project. This submission shall be provided to demonstrate the intent of the project to comply with the MFA 2017 Mandatory Design Standards for Multifamily Housing, New Mexico building Codes, the FHA, and the 2010 ADA Standards for Accessible Design as applicable.

All applicants will be required to sign a certification stating that there have been no Material Design Changes between the plans and specifications submitted at application and those contained in final construction documents. In the event there are Material Design Changes between the plans and specifications submitted at application and those contained in final construction documents, MFA will require applicant to submit a detailed narrative (at time of submission of final construction documents) of the changes made to the final construction documents and the reason(s) for the change(s). Changes made to the original application may require additional MFA approval and payment of the applicable fees outlined in the QAP. Significant changes in the scope could result in the rescoring of the application and the potential loss of tax credits.

The Preliminary Architectural Documentation shall include the following:

### **A. SITE INFORMATION**

1. City or jurisdiction map and detailed directions to the site.
2. Legal description of site.
3. Aerial view or satellite view of the site:
  - i. View shall show the areas adjacent to the site within a half mile of the site.
4. Location and Linkages map
  - i. The map shall be scaled to show the roadways within at least a half mile radius of the site.
  - ii. The map shall indicate bus and/or commuter rail service routes located within a half mile of the site.
  - iii. The map shall indicate bus and/or commuter rail stops or stations within a half mile of the site.
  - iv. If any of the above services are not available within the half mile radius, the map shall so state.
5. Preliminary Site Plan
  - i. The site plan shall show the extents of the site and shall label adjacent roadways.
  - ii. The site plan shall include a north arrow and scale.
  - iii. The site plan shall show the buildings and identify the number of units to be included in each building.
  - iv. The site plan shall include a unit matrix giving the number, type and sizes of units to be included in the project.
  - v. The site plan shall show the preliminary parking layout and enumerate the number and type of parking spaces to be provided.

- vi. The site plan shall show the locations of bicycle parking spaces.
- vii. The site plan shall show the locations of site elements if required or provided, including but not limited to:
  - 1. Monument signs
  - 2. Recreational and/or play areas with required features
  - 3. Community areas
  - 4. Garbage enclosures
  - 5. Mail centers
  - 6. Laundry facilities
  - 7. Office spaces
  - 8. Maintenance room
  - 9. Accessible features, including but not limited to:
    - a. Accessible units
    - b. Accessible routes
    - c. Accessible parking spaces
- 6. Preliminary Landscape Plan
  - i. The Landscape plan shall show tree and plant locations and relative sizes.
  - ii. The Landscape plan shall show the plant types anticipated for use.
  - iii. The Landscape plan shall describe the irrigation system to be used.
- 7. Preliminary Building Plans
  - i. Building plans shall be provided showing the ground floor layouts for each Building type to be included in the project.
  - ii. Building plans shall be provided showing the typical upper floor layouts for each building type to be included in the project.
  - iii. Building plans shall call out the following spaces, if required or provided, and show their locations relative to the remainder of the building elements on that floor:
    - 1. Laundry facilities
    - 2. Community rooms
    - 3. Accessible units
    - 4. Leasing/program/special services offices
    - 5. Maintenance rooms
    - 6. Elevators
- 8. Preliminary Building Exterior Elevations
  - i. Building elevations shall be provided for each building type.
  - ii. Building elevations shall describe the following attributes:
    - 1. Building height
    - 2. Exterior materials
    - 3. Colors and/or color schemes
    - 4. Building signage
    - 5. Building lighting
    - 6. Vertical circulation if provided
- 9. Preliminary Unit Plans
  - i. Unit plans shall be provided for each typical unit type.

- ii. Unit plans shall be provided for all accessible units.
  - iii. Unit plans shall describe the following attributes:
    - 1. The overall layout of the rooms or spaces
    - 2. Bedroom locations, numbers and square footage
    - 3. Linear dimensions for bedrooms
    - 4. Storage closets
    - 5. Mechanical systems to be used with space requirements and space locations
    - 6. Lighting layout
    - 7. Kitchen cabinetry and appliances
    - 8. Doors and swings
    - 9. Laundry equipment and/or hook ups if provided
    - 10. Accessible features, clear floor spaces and clear turning spaces
10. Preliminary Specifications:
- i. Preliminary specifications shall be provided for all projects.
  - ii. The preliminary specifications shall describe the following aspects of the work:
    - 1. Proposed building systems, including but not limited to:
      - a. The exterior envelope including windows, doors, roofing and wall surface finishes
      - b. The building insulation systems
      - c. The structural systems
      - d. The mechanical systems
      - e. The plumbing and hot water systems
      - f. The electrical systems
      - g. The lighting systems
    - 2. Proposed interior fixtures, finishes and installations, including but not limited to:
      - a. Cabinetry
      - b. Appliances
      - c. Wall and ceiling finishes
      - d. Floor finishes
      - e. Plumbing fixtures and trim
      - f. Electrical fixtures and trim
      - g. Interior doors
11. Rehabilitation Scope of Work Narrative: **(Required for all rehabilitation projects)**
- i. A rehabilitation scope of work shall be provided for all rehabilitation projects.
  - ii. The rehabilitation scope of work shall describe the following:
    - 1. Proposed changes to the site to remove barriers to accessibility
    - 2. Proposed changes to the buildings to provide a minimum 5 percent accessible units
    - 3. Proposed strategy to achieve a maximum HERS certification of 75 or better
    - 4. Proposed changes to the site to meet the requirements of the Mandatory Design Standards: Rehabilitation Section B

5. Proposed changes to the buildings to meet the requirements of the Mandatory Design Standards: Rehabilitation Section C
6. Proposed changes to the units to meet the requirements of the Mandatory Design Standards: Rehabilitation Section D
7. A detailed description of all demolition activities

## Locational Efficiency Supplement

Locational Efficiency scoring contains two criteria each worth 2 points:

1. Proximity and connections to services, and
2. Proximity and connections to public transportation (bus lines or commuter rail).

Additional detail regarding the criteria is outlined below.

In addition to completing the *Locational Efficiency Scoring Worksheet* included in the application package, two maps must be submitted. Each of the maps shall be used to illustrate the Project compliance with the Locational Efficiency criteria. Each map shall include the scale, cardinal direction on the drawing, the appropriate perimeter rings (.25-mile, .5-mile, 1-mile, and/or 2-mile), and the property shall be indicated in red.

Projects seeking to use **Rural / Tribal / Small Towns** Locational Efficiency criteria must provide a map indicating the location of the proposed project and 1) USDA RHS eligibility, 2) Tribal Trust Land boundary, or 3) colonias boundary. Initial Applications that do not include a map demonstrating eligibility for **Rural / Tribal / Small Towns** classification will be scored using the **Suburban / Mid-Size Towns** Locational Efficiency criteria.

### 1. Proximity to Services 2 Points

Locate the project within these set distances from the designated number of facilities in the table below:

- **Suburban / Mid-Size Towns:** a 0.5-mile walk distance to at least three facilities, or a 1-mile walk distance to at least six facilities. For the 0.5-walk distance facilities, at least one of these facilities must be in the Retail or Services categories below. For the 1-mile walk distance facilities, at least two of these facilities must be in the Retail or Services categories below.
- **Rural / Tribal / Small Towns:** 2 miles walking distance to at least two facilities. At least one of these facilities must be in the Retail or Services categories below.

Retail	Services	Civic and Community Facilities
Supermarket	Bank	Adult or senior care (licensed)
Other food store with produce	Gym, health club, exercise studio	Child care (licensed)
Farmers market	Hair care	Community or recreation center
Clothing store or department store selling clothes	Laundry, dry cleaner	Cultural arts facility (museum, performing arts)
Hardware store	Restaurant, cafe, diner	Educational facility (including K_12 school, university, adult education center, vocational school, community college)
Pharmacy		Entertainment venue (theater, sports)
Other retail		Government office that serves public on-site
		Place of worship
		Medical clinic or office that treats patients
		Police or fire station
		Post office
		Public library
		Public park

### 2. Access to Public Transportation 2 Points

Locate project within a 0.25-mile walk distance of commuter bus (i.e. not Greyhound) or commuter rail stop. Public transportation must be established and provided on a fixed route with scheduled service. Alternate forms of transportation may be acceptable provided sufficient documentation is provided which establishes the alternate form of transportation is acceptable to MFA. A future promise to provide service does not satisfy this scoring criteria.



## Locational Efficiency Score Worksheet

Criterion	Requirement(s)	Criterion Met
Area Classification	Map demonstrating eligibility for Rural / Tribal / Small Towns classification - Yes / No	Yes / No
1. Proximity to services	Number of facilities within .5-mile distance: _____ Number of facilities within 1-mile distance: _____ Number of facilities within 2-mile distance: _____ For the 0.5-mile walk distance facilities, at least one of these facilities must be in the Retail or Services categories. For the 1-mile walk distance facilities, at least two of these facilities must be in the Retail or Services categories	Yes / No
2. Access to public transportation	Distance to commuter bus stop: _____ Distance to commuter rail line: _____	Yes / No

**Rehabilitation Worksheet**

	Number of units rehabilitated
	Rehabilitation construction cost
	Total number of units
#DIV/0!	Percentage of units rehabilitated
#DIV/0!	Construction cost per rehabilitated unit

## **“SPECIAL NEEDS” USE CERTIFICATION - INITIAL**

I have read and understand the definition of “Special Needs Household” and “Local Lead Agencies (LLAs)” as defined in the 2017 Qualified Allocation Plan.

Project commits to reserve units for Special Needs Households as outlined below and in the *Special Needs Housing Set-Aside Agreement Between Local Lead Agency and Project Owner* or, at the option of Applicant, a *Marketing and Service Plan* in a form satisfactory to MFA.

Check one of the following:

**Applicant intends to execute a Special Needs Housing Set-Aside Agreement Between Local Lead Agency and Project Owner**

**Applicant intends to submit a Marketing and Service Plan in a form satisfactory to MFA**

Check one of the following:

**20 percent of the units set-aside as special needs units. In addition, Project Owner commits to rent restricting 50 percent of the special needs units at 30 percent of AMI, or at 30 percent of tenant’s income via a rental assistance contract. (15 points)**

**5 percent of the units set-aside and 5 percent of units rent restricted at 30 percent of AMI, or at 30 percent of tenant’s income via a rental assistance contract (5 points)**

“Reserved” will mean that the units may not be rented to other households unless the unit has been marketed for 30 days and no qualified households have been referred or identified.

If applicable, LLA(s) will be identified for the geographic area and for the Project by the New Mexico Behavioral Health Collaborative.

The Project Owner commits to having a signed *Special Needs Housing Set-Aside Agreement* with the LLA, substantially similar in content and purpose as the attached sample agreement, at Carryover Allocation for the Project. In the alternative, Applicants opting to provide a *Marketing and Service Plan* must provide a final Plan, in a form satisfactory to MFA, at Carryover Allocation for the Project. **Failure to sign the *Special Needs Housing Set-Aside Agreement*, or provide a final *Marketing and Service Plan*, may result in a cancellation of the Tax Credit Reservation.**

**2017 Special Needs Housing Set-Aside Agreement  
Between  
LLA and Project Owner /Developer**

**WHEREAS,** \_\_\_\_\_ (“Project”), more particularly described in **Exhibit A**, was awarded Low-Income Housing Tax Credits (LIHTC) assistance from the New Mexico Mortgage Finance Authority (MFA) to construct or rehabilitate \_\_\_\_\_ [# of units] apartment units in \_\_\_\_\_, New Mexico; and

**WHEREAS,** \_\_\_\_\_ (the “Project Owner”) committed to set aside \_\_\_\_\_ percent ( % ) of the total units Special Needs Units (SNU) to individuals/households that meet the definition of Households with Special Needs as defined in the 2017 State of New Mexico Housing Tax Credit Program Qualified Allocation Plan (QAP) eligible and

**WHEREAS,** \_\_\_\_\_(the “Local Lead Agency”) provides, coordinates or contracts with service agencies that provide direct community-based services in the \_\_\_\_\_ County area to these Households with Special Needs; and

**WHEREAS,** the Local Lead Agency (LLA) seeks to expand and support supportive housing opportunities for Households with Special Needs in their communities, and

**WHEREAS,** there are certain terms contained within this Special Needs Housing Set-Aside Agreement (“Agreement”) that shall be defined in the manner set forth in such Glossary attached as Exhibit B, the QAP, or Section 42 of the Internal Revenue Code, and

**WHEREAS,** the Project Owner may have special conditions pertaining to the Project that are unique; such conditions and any requirements of those conditions are contained and set forth in **Exhibit C** (included, only if applicable),

**NOW, THEREFORE,** the Project Owner, the Property Management Company and the Local Lead Agency agree to the following roles and responsibilities regarding the \_\_\_\_\_ [# of units] Special Needs Units (SNUs) reserved within Project for Households with Special Needs.

**PROJECT OWNER**

The Project Owner shall:

Set-aside \_\_\_\_\_ [# of units] of SNU’s for households eligible as described in the QAP and referred by the LLA.

- A. Assure that the \_\_\_\_\_ [# of units] SNU will not be segregated within the Project or in any way be distinguishable (beyond, if applicable, the presence of accessible features or assistive technology) from any other unit in the Project.

- B. Assure that the \_\_\_\_\_[# of units]\_SNU'S remain available to eligible members of the Special Needs Household population and that the purposes and provisions of this Agreement are maintained through the Compliance Period as defined in Section 42 of the Internal Revenue Code, as amended and any Extended Use Period.
- C. Meet with the LLA and Property Manager (PM) to facilitate initial lease up of SNU's; work jointly with the LLA and Property Manager in developing the initial lease up calendar of target dates; and ensure ongoing and effective communication between all parties to this agreement.
- D. Promptly notify the LLA and PM, via email and phone, of any updates, delays or anticipated delays of the construction, delivery and issuance of certificate of occupancy for the SNU during the initial lease up phase of the property.
- E. Assure that arrangements outlined in this Agreement are maintained through the Compliance Period and Extended Use Period for the SNU.
- F. Provide or made to be provided reasonable accommodations/modifications as required under the provisions of the Fair Housing Act (FHA), Section 504 of the Rehabilitation Act of 1973 (Rehab Act), the Americans with Disabilities Act (ADA) and any other current local or state fair housing laws with which Projects are already expected to comply.

## **LLA**

The LLA shall:

- A. Pre-screen Special Needs applicants and make best efforts to assure that applicants referred to Project Owner or Property Manager for tenancy in the SNU:
  - Are members of the eligible population as defined herein,
  - Do not have household income in excess of applicable LIHTC limits for the property,
  - Have sufficient income to cover rent and tenant-paid utilities, and
  - Appear able to uphold his or her responsibilities under the lease as participants in this program.
- B. Refer SNU Applicants to Project Owner or PM for the duration of the Compliance Period and Extended Use Period. The LLA must provide a standard letter of referral for each household referred to live in a SNU
- C. Work with SNU Applicants to obtain and submit to Project Owner or PM required supporting documentation such as; sources of income and birth certificates, and

- D. Consistently maintain a waiting list for SNU Applicants eligible to reside in the SNU so that SNU Applicants can be referred according to agree upon time frames to Project Owner or PM for vacant SNU based upon the number of units specified in the LIHTC application to the NM MFA and LIHTC Land Use Restriction Agreement (LURA). If requested by PM, the LLA shall provide the PM with a copy of the waiting list, and updates to the waiting list shall be provided as reasonably requested by PM.
- E. Assist the referred SNU Applicants in the application process, including requesting and negotiating Reasonable Accommodations and Modifications as described in the FHA, the Rehab Act, and the ADA
- F. Ensure that support services will be provided to the Household with Special Needs' by the referring, selected or designated services provider organization. Support services are not a condition of tenancy for Households with Special Needs. Support services shall be provided to support successful tenancy and, as indicated by the special needs tenant's services plan jointly developed by the tenant and their chosen services provider. It is understood and agreed that these supportive services are not the responsibility of the Property Owner or PM. If the designated services provider organization fails to provide the necessary services, the LLA will intervene to avert eviction of the tenant; and, then assist the tenant in securing and designating another services provider organization.
- G. Facilitate communication with the Project Owner or PM by designating and maintaining, in the event of staff turnover, a named individual as the tenant services liaison on matters related to units reserved for Households with Special Needs.

## **PROPERTY MANAGER**

The Project Owner shall cause the Property Manager and/or Property Management Company to:

- A. Provide a copy of the tenant selection plan to the LLA.
- B. Promptly notify the LLA via, date and time stamped written or email communication, whenever the Property Manager becomes aware that a SNU is, or is becoming, available, including at initial occupancy and vacancy turnover.
- C. Promptly notify the LLA via email and phone, of any updates, delays or anticipated delays of the construction, delivery and issuance of certificate of occupancy for the Special Needs Units during the initial lease up phase of the property.
- D. Train the Property Management Company's on site property management staff in the notification, referral and documentation procedures for the Special Needs Housing Set Aside Program and to collaborate with the LLA to ensure timely notification of vacancies and communicate potential tenant eviction issues.
- E. Meet with the LLA and Project Owner as needed to facilitate initial and ongoing lease up of SNUs; work jointly with the LLA in developing the calendar of initial lease up target

dates; and ensure ongoing and effective communication between all parties to this agreement.

- F. Participate in any Community Stakeholder meetings at the initial Project lease up phase and as necessary thereafter to facilitate access to Special Needs Units.
- G. Screen all special needs applicants referred by the LLA using its established nondiscriminatory tenant screening criteria, the same criteria used for all prospective tenants.
- H. Work with LLA to obtain all required supporting documentation from tenants.
- I. Notify the LLA concerning any Special Needs tenant behaviors that could violate the lease and/or property rules and possibly cause an eviction; and, if an eviction is actually served the PM will use the form “NOTIFICATION THAT RESIDENT WAS SERVED NOTICE OF EVICTION (3, 7 or 10 DAY) FROM LIHTC PROPERTY” to notify the LLA.
- J. Comply with all applicable federal, state and local laws regarding fair housing and nondiscrimination.
- K. Include language on Reasonable Accommodations under the Fair Housing Act and other relevant statutes and regulations on its application for tenancy.
- L. If more than one unit is available, owner shall allow tenant to select between units for which they meet tenant selection plan criteria.
- M. In the event a Household with Special Needs from the LLA’s waiting list does not meet the established criteria, the PM shall notify the SNU Applicant and the LLA within three (3) working days of referral and entertain requests for Reasonable Accommodations in accordance with State and Federal Fair Housing Law and the provisions of this Agreement. SNU Applicants shall be provided with an opportunity to appeal a rejection to the extent that the SNU Applicant is entitled to that right under the FHA, Rehab Act, or the ADA. The PM shall not be obligated to provide the LLA with any personal information concerning the SNU Applicant if the SNU Applicant does not consent to the release of same.
- N. Referral Process:
  - 1. During the Initial Lease Up period, the PM will notify the LLA via date and time stamped written or email communication of SNUs to become available 30 days in advance of unit availability. **Special Needs Housing Set Aside units shall not be rented to other households unless the unit has been marketed by the designated LLA for 30 days.** The LLA shall have 30 days from the date that a notice of unit availability was delivered to the LLA to refer one or more Households with Special Needs for application for tenancy.

If the LLA cannot refer a qualified Special Needs applicant after making a good faith effort to recruit and refer Special Needs applicants for a particular vacant unit's income limits, the LLA may 'release' the 30 day hold earlier by returning to the Property Manager a signed Notice of Vacancy and Referral form stating that there are 'no eligible or available Special Needs applicants to refer for this housing unit'. After receipt of this signed form, the Property Manager may release the vacant unit to receive applicants from the open market.

The Property Manager must accept a *qualified* Household with Special Needs referred within 30 days of date that notice of unit availability was delivered to the LLA, prior to accepting any other applicant for such unit. Property Managers who are under tight deadlines to meet their tax credit lease up deadlines can negotiate with Local Lead Agencies to increase the timeliness of referrals.

2. After the Initial Lease Up period, when a vacant unit becomes available, the PM shall send written notification of the vacancy to the LLA who will refer one or more Households with Special Needs within a 30 day period after a notice of unit availability is delivered to the LLA. **Special Needs Housing Set Aside units shall not be rented to other households unless the unit has been marketed by the designated LLA for 30 days.** The PM must accept or decline such Household with Special Needs referrals prior to considering any other applicant(s) for such unit.

3. Any notice of rejection of a SNU Applicant must be provided in writing to the SNU Applicant and to the LLA, must provide the reason(s) for rejection in sufficient detail to permit the SNU Applicant to understand and respond to the rejection; must provide an opportunity for an informal conference; and must include a statement that if the reason(s) for rejection are related to a disability, a request for Reasonable Accommodation may be presented at or before the informal conference, provided that the PM shall not be obligated to provide the LLA with any personal information concerning the SNU Applicant if the SNU Applicant does not consent to the release of same. The determination of whether the accommodation request is reasonable and whether the request will influence the SNU Applicant's eligibility determination is to be made within one week.

4. If there is no Reasonable Accommodation that will improve the SNU Applicant's eligibility determination, and the LLA finds that the Project Owner met his obligations to participate in a process to reach a reasonable accommodation, the owner may proceed to consider the other SNU Applicants, if any, that were referred by the LLA.

5. If all SNU Applicants that were referred in the initial referral period or subsequent vacancy unit period are declined by the Property Manager, the unit may be rented to any applicant eligible for the unit under tenant selection restrictions imposed by the LIHTC regulations. The next available unit in the property will be made available for referral for a SNU Applicant from the LLA's Special Needs Household waiting list. The PM is not obliged to accept a referred SNU Applicant unless the SNU Applicant is acceptable in



accordance with the PM's standard nondiscriminatory resident selection criteria (which must be applied consistently to all applicants for all units in the property).

- O. Facilitate communication with LLA by designating and maintaining, in the event of staff turnover, a named individual, preferably the Property Management Company's Regional Director, as the primary contact on matters related to the Special Needs Units.

### **All Parties**

All parties to this Agreement agree:

- A. The LLA, Property Manager and Project Owner will work jointly to ensure ongoing and effective communication is maintained at all times between all parties to this Agreement.
- B. That the LLA is responsible for communicating as needed with the Project Owner and Property Manager to ensure timely referrals of qualified SNU Applicants to available Special Needs Units.
- C. That the provisions and the spirit of this agreement notwithstanding, decisions on the admittance and/or retention of tenants according to Fair Housing are the responsibility of the Project Owner and Property Manager.
- D. That tenant participation in supportive services will not be a condition of tenancy.
- E. That, in the event that disagreements or difficulties arise between the parties to this Agreement that they are unable to resolve through open and cooperative dialogue, they will seek assistance in resolving these conflicts through conference with the New Mexico Behavioral Health Collaborative's, Behavioral Health Services Division of the Human Services Department who is responsible for contracting with LLAs, and, a representative of New Mexico MFA
- F. That the terms of this Agreement for the Project prepared jointly by the Project Owner, Property Management Company, and LLA as well as any attachments specified are hereby incorporated by reference.

### **Term**

- A. The initial term of this Agreement is three (3) years.
- B. The Project Owner (and its successors or assigns) shall accept renewals of this Agreement, if offered by the LLA (and its successors or assigns) on substantially the same terms, for a term (or terms) not to exceed the duration of the Compliance Period and Extended Use Period.
- C. Neither expiration nor termination of the Agreement shall relieve the Project Owner of any of its obligations under leases with Special Needs Households.

## **Ability to Assign**

A. The LLA may not assign this Agreement without the prior written consent of the Statewide Entity and the MFA, which consent shall not be unreasonably withheld.

B. The Project Owner may assign this Agreement and its obligations hereunder to any successor to its business by merger or consolidation or to any party acquiring substantially all of the assets of the Project Owner's business, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement and has received approval from the MFA.

C. The rights and obligations of this Agreement shall bind and benefit any successors or assignees of the parties.

## **Default**

A. Default on the terms of this Agreement by the Project Owner shall constitute a default under one or more of the Land-Use Restriction Agreements pertaining to the Project under the Low Income Housing Tax Credit regulatory agreements.

B. Both parties are required to notify one another, the New Mexico MFA, the Behavioral Health Collaborative and the Behavioral Health Services Division of the Human Services Department who is responsible for contracting with the LLA in the event a default has believed to have occurred.

**In Witness Whereof**, the parties have executed or caused this Agreement to be executed by their duly authorized representatives as of the date written below.

Project Owner

\_\_\_\_\_  
Project Owner Name:

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

Date: \_\_\_\_\_

Executive Director

Local Lead Agency:

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

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

Date: \_\_\_\_\_

Executive Director

**Attachments:**

Property description including the specific mix of units designated as reserved units for Special Needs Household, any adaptability or accessibility features and /or assistive technology beyond the required minimums.

Contact information for all parties to this Agreement

Exhibit A: Property Description

Exhibit B: Glossary of Terms

**EXHIBIT B**

**GLOSSARY**

<b>Term</b>	<b>Definition</b>	<b>Source of Definition</b>
<b>Household with Special Needs</b>	“Households with Special Needs” means households in which an individual or household member is in need of supportive services, tenancy supports, and housing and has a substantial, long term disability, which includes any of the following: (1) Serious Mental Illness; (2) Addictive Disorder (i.e., individuals in treatment and demonstrated recovery from substance abuse disorder); (3) Developmental Disability (e.g., intellectual disability, autism, or other disability acquired before the age of 22); (4) Physical, sensory, or cognitive disability occurring after the age of 22; (5) Disability caused by effects of chronic illness (e.g., people with HIV/AIDS who are no longer able to work); (6) Age-related Disability (e.g., frail elderly, or, young adults with other special needs who have been in the foster care or juvenile services system), or, 7) households/individuals who are homeless.	2014 NM MFA QAP
<b>Reserved</b>	Refers to units that may not be rented to non-Special Needs Households unless the owner demonstrates a subsequent change in the level of demand for such units and a good faith effort to obtain the originally targeted number of units reserved for Special Needs Households. Any such change in reserve characteristics must be approved in advance by NMMFA.	2014 NMMFA QAP
<b>Project Owner</b>	Owner of the rental housing development located in New Mexico that has been awarded Low Income Housing Tax Credits through the New Mexico Mortgage Finance Authority	
	“Local Lead Agencies” (LLAs) are organizations selected by the New Mexico Behavioral Health Collaborative, or its	

<b>LLA (LLA)</b>	designee or successor in interest, to be responsible for supportive services including acting as referral agents for community services, providing and coordinating services provided by local service providers for Households with Special Needs. LLAs organize needed services for a specific geographic area, and/or specific target population. The LLA will enter into a formal agreement to provide tenant pre-screening, tenant referrals to the property manager, and social service coordination as well as serving as the Tenant Services Liaison. The LLA will remain in place for the length of the compliance and extended use period.	2014 NMMFA QAP
<b>Property Manager</b>	A Property manager is a person or firm contractually charged with operating a real estate property. Operating responsibilities typically include finding and working with tenants and overseeing maintenance of the property.	Modified definition from Wikipedia
<b>Qualified Allocation Plan (QAP)</b>	Qualified Allocation Plan shall mean the Qualified Allocation Plan, which was adopted by Board Action on October 17, 2012 and made effective as of January 1, 2012, and which was approved by the Governor of the State of New Mexico pursuant to Section 42(m) (1) (B) of the Code and sets forth the Project Selection Criteria and the preferences for Projects which will receive Tax Credits.	2014 NMMFA QAP
<b>Compliance Period</b>	Refers, with respect to any building that is included in a Tax Credit Project, a minimum period of 15 years beginning on the first day of the first taxable year of the Tax Credit period with respect thereto in which a Tax Credit Project shall continue to maintain the Low Income Units as Low Income Units pursuant to the Applicant's Set Aside Election in the Application, pursuant to Section 42 of the Code.	2014 NMMFA QAP
<b>Extended Use Period</b>	<b>"Extended Use Period"</b> means, with respect to any building that is included in a Tax Credit Project, the period that begins on the first day of the Compliance Period and ends on the later of (i) the ending date of the term specified by the Applicant in the Initial Application Package and recorded in the Land Use Restriction Agreement or (ii) the date that is the fifteenth anniversary of the last day of the Compliance Period, unless earlier terminated as provided in Section 42(h)(6) of the Code or more stringent requirements of the HCA as reflected in the LURA.	2014 NMMFA QAP
<b>Special Needs Unit (SNU) Applicant</b>	A Special Needs Household referred by the LLA to the Owner or Property Manager when units are made available.	TAC Developed
<b>Reasonable Accommodations</b>	The Fair Housing Act, section 504 of the rehabilitation act of 1973, and the Americans with Disabilities Act each require housing providers to reasonable adjust their rules, policies, practices and procedures for people with disabilities if that is necessary to enable them to have an equal opportunity to use and enjoy facilities or programs.	Adapted from the various fair housing regulations

<b>Reasonable Modification</b>	Under fair housing law, a reasonable modification is physical modification to the premises that the Owner must allow a person with a disability to make — at their own expense —if needed to fully use and enjoy the housing unit.	
<b>Project</b>	“Project” means any work or improvement located or to be located in the state, including real property, buildings, and any other real and personal property, designed and intended for the primary purpose of providing decent, safe, and sanitary residential housing for individuals, whether new construction, acquisition of existing residential housing, or the remodeling, improvement, rehabilitation, or reconstruction of existing housing, together with such related non-housing facilities as the Agency determines to be necessary, convenient, or desirable.	
<b>Set Aside</b>	Refers to all or a portion of a Project’s Units that are Rent Restricted and/or limited to use by a specified tenant income category , or in the case of this agreement, by special needs tenant group. Set Asides will be described in the Land Use Restriction Agreement	2014 NMMFA QAP
<b>Fair Housing Act (FHA)</b>	Section 504 of the Rehabilitation Act of 1973.	
<b>Americans with Disabilities Act (ADA)</b>	The <b>Americans with Disabilities Act of 1990</b> (ADA) is the short title of United States ( <a href="#">Pub.L. 101-336</a> , 104 <a href="#">Stat.</a> 327, enacted July 26, 1990), codified at <a href="#">42 U.S.C. § 12101</a> et seq. It was <a href="#">signed into law</a> on July 26, 1990, by President <a href="#">George H. W. Bush</a> , and later amended with changes effective January 1, 2009. <sup>1</sup> The ADA is a wide-ranging <a href="#">civil rights</a> law that prohibits, under certain circumstances, <a href="#">discrimination</a> based on <a href="#">disability</a>	Wikipedia



## 2017 Special Needs Marketing & Service Plan Outline

Applicants requesting consideration for points for Projects in which units are reserved for Households with Special Needs (Scoring Criterion no. 9) may provide a marketing and service plan demonstrating how units will be marketed and made available to Households with Special Needs and any other services proposed to be provided (hereinafter the "Submission"). The submission must demonstrate that Applicant will provide a level and scope of services consistent with the anticipated needs of the special needs population, including, but not limited to, those services set forth in the "Special Needs Housing Set-Aside Agreement Between LLA and Project Owner/Developer" ("LLA Agreement"). The services described in the LLA Agreement are viewed by MFA as mandatory services to be provided to Special Needs applicants and residents. Any additional services proposed to be provided will be viewed by MFA as optional services. Both "mandatory" and "optional" services are collectively referred to herein as "Services". Applicant must provide evidence that Services will be provided for the special needs population for the duration of the Compliance Period and Extended Use Period. These Services may be provided on-site using staff directly employed by the Project Owner and/or Management Company or through a partnership with a third party entity (collectively referred to as the "Service Provider").

Evidence consists of a Submission that: (1) is specific to the Project and provides a scope of Services that assures access to Services without major barriers to participation; (2) includes sufficient funds to implement the described Services; and (3) utilizes Service Provider(s) experienced in delivering Services in a supportive housing setting and have the capacity to deliver Services with sufficiently equipped staff and resources.

The Submission must contain the following:

(1) General Information- Provide name of Service Provider, contact information (including address, phone number, e-mail address) and areas served (county, etc.) Summarize the Service Provider's mission and goals for the current fiscal year; describe how many years the Service Provider has been active in delivering Services; summarize the Service Provider's experience in providing Services for Special Needs residents [if Service Provider is not experienced in providing Services, describe methods that will be used to increase knowledge and understanding of providing Services for Special Needs residents].

(2) Investigation and Litigation- State whether the Service Provider or any of its current personnel have ever been involved in a governmental investigation, 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. State whether any grants or contracts held by the Service Provider over the past five (5) years have been terminated prior to their expiration or not renewed upon expiration.

(3) Personnel and Resources- State how many people are employed by the Service Provider organization and attach resume(s) of key personnel responsible for performing Services in the Project. Describe whether key personnel are currently involved in Service-enriched housing programs at other properties (if yes, describe number of properties, total units, location and how staff's time will be divided between current responsibilities and responsibilities at new Project). List professional training



courses and workshops completed in the past three (3) years by key personnel at proposed Project. Describe whether participation in this Service-enriched housing program will require additional staff professional development (describe training and/or skills that will need to be developed or improved). State the number of hours per week proposed to be dedicated exclusively to Services at the Project, and other resources available for the provision of Services.

(4) Implementation of Services- Other than the mandatory Services identified in the LLA Agreement, describe all other Services proposed to be provided to Special Needs applicants and residents, and discuss how Services will be implemented and carried out, including frequency, location, methods of delivery and relevant goals. Provide a copy of the proposed supportive Services plan.

(5) Marketing and Outreach- Describe the manner in which all proposed marketing and outreach will be performed and encouraged in connection with locating and confirming Special Needs applicants, including any assistance to be provided in connection with the application process and move-in process.

(6) Waiting List- Describe the process for maintaining and updating a waiting list of Special Needs applicants eligible to reside in a Special Needs unit.

(7) Availability of Supportive Services – Describe how the Project will ensure that supportive services will be provided to Households with Special Needs by other third party provider organization(s). Note that the actual provision of optional supportive services, other than as described in the LLA Agreement, is not the responsibility of the Property Owner or Management Company.

(8) Communication- Describe how the Project will liaison with a Special Needs applicant/ resident in order to facilitate communication relating to: (i) the screening and application process, and (ii) any on-going tenancy issues and/or any resident behavior(s) that could violate the lease and/or property rules and possibly be grounds for eviction.

(9) Budget and Sources of Funds- Identify the annual cost and sources of funds to pay for Services and staffing. The budget must be included in Schedule C (Operating and Expense Budget).

(10) Coordination with and Commitment of Community Resources- if other Service Providers are integral to this Service plan, include a letter of intent from each provider describing what Services they will provide.

Further, Applicant in their Submission must specifically agree that Special Needs units shall not be rented to other non-Special Needs households unless the unit has been marketed by the Project Owner and/or Management Company for 30 days in accordance with the marketing plan submitted herewith.

MFA reserves the right in its sole discretion to request additional information.

## Special Needs Exhibit A

### Property Description

#### General Information

Project Name			
Street Address			
Owner Name			
Owner Address			
Property Manager			Email:
Contact Phone Number			Fax:
Local Lead Agency (LLA)			
LLA Contact Phone Number			Fax:
Tenant Services Liaison			

Contact phone

#### Building Information

	Residential Unit Mix:	Total Units	Fully Accessible	Assistive Technology	SNH unit
	0 Bedroom				
	1 Bedroom				
	2 Bedrooms				Floating
	3 Bedrooms				Floating
	4 Bedrooms				
	Total Units				
<b>Total # of SNH units Required</b>					
List Utilities included in rent					
List expected rents of SNH units					
	Income Unit Mix	Total Units	SNH Unit Set-Aside		
	<30 AMI				
	30-40% AMI		Floating		
	40-50% AMI		Floating		
	50-60% AMI		Floating		
	> 60% AMI				
	Market				
	Non-revenue				

## Projects Reserved for Senior Households – Set Aside Scoring Detail/Commitment

The project owner commits to providing enrichment services as indicated below on-site and at no charge to all residents of the project.

Project owners will provide executed contracts with qualified service providers when the project is placed in Service. Contracts with service providers will include: 1) a description of the service to be provided including frequency, 2) acknowledgement that services will be provided on-site and 3) list the amount of any fee for services provided.

MFA will not issue IRS Form(s) 8609 unless project owner demonstrates, to MFA's sole satisfaction, that enrichment services are being delivered by a qualified service provider as committed to in the Initial Application. MFA, at its sole discretion, may allow substitution of enrichment services as deemed appropriate by MFA.

The Set Aside requirement and any additional enrichment services committed to will be enforced through a provision in the Land Use Restriction Agreement, which will require notification of any termination in service contracts, and no more than a 30 day gap in service provided. The project will be determined out of compliance if a new service contract is not executed. The project owner will be required to maintain a file containing contracts with service providers, documentation of when and where services were provided, and documentation of time spent on-site by the service coordinator.

Commitment	Yes / No	Points
Set Aside and design requirements met (7 points)	Yes / No	
Service Coordinator on-site a minimum of two days per week	Yes/No	Mandatory
<b>Enrichment Service Commitments</b>		
Community building and all units incorporate universal design (3 points)	Yes / No	
Providing one prepared meal on a daily basis available to all tenants (congregate meals – 2 points: meal service – 1 point)	Yes / No	
Bi-monthly health and nutrition education. See 2017 MFA QAP page 23 for further detail (1 point)	Yes / No	
Quarterly blood pressure or other health screening (1 point)		
Quarterly computer training (1 point)	Yes / No	
Social events designed to provide engaging activities for residents and “build community”. See 2017 MFA QAP page 23 for further detail (1 point)	Yes / No	
Beyond Financial Literacy (1 point)	Yes / No	
Gardening classes – minimum of 4 monthly gardening classes per year during the growing season. (1 point)	Yes/No	
Estate Planning and End of Life Planning (1 point)	Yes/No	
	Total Points	

See 2017 QAP page 23 for further information.

## Projects with Units Reserved for Households with Children– Set Aside Scoring Detail/Commitment

The project owner commits to providing enrichment services as indicated below on-site and at no charge to all residents of the Project.

Project owners will provide executed contracts with qualified service providers when the project is placed in service. Contracts with service providers will include: 1) a description of the service to be provided including frequency, 2) acknowledgement that services will be provided on-site and 3) list the amount of any fee for services provided.

MFA will not issue IRS Form(s) 8609 unless project owner demonstrates, to MFA's sole satisfaction, that enrichment services are being delivered by a qualified service provider as committed to in the initial application. MFA, at its sole discretion, may allow substitution of enrichment services as deemed appropriate by MFA.

The set aside requirement and any additional enrichment services committed to will be enforced through a provision in the Land Use Restriction Agreement, which will require notification of any termination in service contracts, and no more than a 30 day gap in service provided. The project will be determined out of compliance if a new service contract is not executed. The project owner will be required to maintain a file containing contracts with service providers, documentation of when and where services were provided, and documentation of time spent on-site by the service coordinator.

Commitment	Yes / No	Points
Set aside and design requirements met (7 points)	Yes / No	
Service Coordinator on-site a minimum of two days per week	Yes/No	Mandatory
<b>Enrichment Service Commitments</b>		
Bi-monthly health and nutrition education (1 point)	Yes / No	
Semi-annual CPR training (1 point)	Yes / No	
Quarterly blood pressure or other health screening (1 point)		
Quarterly computer training (1 point)	Yes / No	
Weekly tutoring during school year (1 point)	Yes / No	
Quarterly job training, search assistance, and/or placement (1 point)	Yes / No	
Gardening classes – minimum of 4 monthly gardening classes per year during the growing season (1 point)	Yes / No	
Food Resources Program – see 2017 MFA QAP page 25 for further detail (1 point)	Yes/No	
Youth Character Building – see 2017 MFA QAP page 25 for further detail (1 point)	Yes/No	
Beyond Financial Literacy (1 point)	Yes/No	
	Total Points	

See 2017 QAP page 24-25 for further information.

Households with Children Set Aside  
Unit Mix Calculation

<b>NEW CONSTRUCTION/REHABILITATION and NEW CONSTRUCTION</b>	
*Total Units	
Units with 3 or more bedrooms and at least 1.75 bathrooms	
Units with 2 bedrooms and at least 1.75 bathrooms	
3 bedroom percentage of total Units	#DIV/0!
2 bedroom percentage of total Units	#DIV/0!

<b>REHABILITATION ONLY</b>	
*Total Units	
Units with 2 or more bedrooms	
2 or more bedroom percentage of Total Units	#DIV/0!

\*See Glossary for definition of Unit

### Local Contribution Worksheet

Total development cost	\$ -
Amount or value of local contribution	-
Contribution/total development cost	#DIV/0!
Eligible points	
The value of the contribution must be listed as a source on Schedule A-1 and, when not a cash contribution, as a cost on Schedule A. Total development cost must be as listed on Schedule A.	

## QCT/ Concerted Community Revitalization Plan Scoring Worksheet

Projects which meet the Concerted Community Revitalization Plan or New Mexico Designated MainStreet area requirements are eligible for 3 points. Projects which also meet the Qualified Census Tract (QCT) requirements are eligible for an additional 2 points.

Projects that are located in a QCT but do not meet the Concerted Community Revitalization Plan or New Mexico designated MainStreet area requirements are not eligible for points.

Circle the appropriate [Yes / No] response below and fill-in the Concerted Community Revitalization Plan information in the blanks provided below.

Criterion	Requirement(s)	Criterion Met	Points
<b>Concerted Community Revitalization Plan</b>	<p>Is the project located in an area covered by a Concerted Community Revitalization Plan and the development of the proposed project contributes to the Concerted Community Revitalization Plan by engaging in a specific housing activity promoted in the plan?  <b>Yes / No</b></p> <p><b>Description of the specific housing activity promoted in the plan:</b> _____            _____            _____</p> <p><b>Page number(s) of the plan describing the specific housing activity promoted:</b> _____</p>	Yes / No	3 points if either criteria is met
<b>New Mexico designated MainStreet area</b>	<p>Is the project located within ½ mile of a New Mexico designated MainStreet area? –  <b>Yes / No</b></p>	Yes / No	
<b>Qualified Census Tract (QCT)</b>	<p>Is the project located within a 2017 QCT? –  <b>Yes / No</b></p>	Yes / No	2 additional points if one of the above criteria is met

### Efficient Use of Credits Worksheet

-	Sum of each building's gross square feet (1)
0.00%	Project applicable fraction
-	Adjusted square feet
0	Low income units
-	Tax credit request
#DIV/0!	Tax credits per low income square foot
#DIV/0!	Tax credits per low income unit

**“Building’s Gross Square Feet”** means the sum of the gross square feet on each floor of a building.

**“Gross Square Feet”** means the area that includes all enclosed space as measured from the exterior face of the building walls, and means everything under the roof, including storage and patios.

(1) Must match total square feet (minus commercial space) on page 3 of the application form as well as the gross square feet listed on the site plan



## Non-Smoking Property Certification

Project Owner(s) \_\_\_\_\_ and \_\_\_\_\_  
commit(s) \_\_\_\_\_ (Project) to be a non-smoking property and  
participate in the American Lung Association in New Mexico Smoke Free @ Home program.

Prior to the date the project is placed in service, the Project Owner will: 1) enter into an contract or Memorandum of Understanding, with the American Lung Association to participate in the New Mexico Smoke Free @ Home program, 2) provide space to the American Lung Association for twice yearly smoking cessation seminars for tenants of the Project, and 3) incorporate a smoke-free addendum into all tenant leases.

MFA will not issue IRS Form(s) 8609 unless Project Owner meets all of the above requirements.

### Adaptive Reuse Worksheet

	Sum of each building's gross square feet (1)
	Building's gross square feet adapted (2)
#DIV/0!	Percentage of building's gross square footage rehabilitated

**“Building’s Gross Square Feet”** means the sum of the gross square feet on each floor of a building.

**“Gross Square Feet”** means the area that includes all enclosed space as measured from the exterior face of the building walls.

(1) Must match total square feet on page 3 of the application form as well as the gross square feet listed on the site plan

(2) Must match gross square feet listed on site plan

**SCHEDULE L**  
**PABVC Allocation Information**  
(For Private Activity Bond Volume Cap Applications Only)

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PABVC/Bond Amount Requested	\$ _____
Anticipated Bond Issuer	_____
Anticipated Bond Underwriter (if known)	_____
Proposed Bond Placement – Private or Public	_____
If Public, will you have a Letter of Credit or Insurance	_____
Proposed Rate Structure – Fixed or Variable	_____
<u>Timing</u> : Anticipated Date of Bond Resolution	_____
Anticipated Date of Bond Sale	_____
Anticipated Date of Bond Closing	_____
Date Bonds are Callable	_____
Bond Maturity Schedule <sup>1</sup>	_____

Conditions to be Satisfied Prior to Bond Issue (Please list all significant real estate or other conditions that must be satisfied prior to the bond issue):

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<sup>1</sup> Use separate sheet if necessary

Statement indicating why the public purpose of the bonds could not be as economically or effectively served without an allocation of bond cap.

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Jobs to be Created for State Residents and Non-Residents

Construction Period \_\_\_\_\_ to \_\_\_\_\_  
Number of Construction Period Jobs Total \_\_\_\_\_  
Number of Construction Period Jobs for New Mexico Residents \_\_\_\_\_  
Number of Construction Period Jobs for Non-Residents \_\_\_\_\_

Number of Permanent Jobs Total \_\_\_\_\_  
Number of Permanent Jobs for New Mexico Residents \_\_\_\_\_  
Number of Permanent Jobs for Non-Residents \_\_\_\_\_

Current Use and Condition of Site. Please describe the site's current condition and use. \_\_\_\_\_

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Explanation of why the housing needs of households eligible to live in the proposed project under the bond requirements are not being met by existing multifamily housing.

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