

Section I
Notice of Development of Proposed Rules
and Negotiated Rulemaking

NONE

Section II
Proposed Rules

DEPARTMENT OF CORRECTIONS

RULE NOS.:	RULE TITLES:
33-103.002	Inmate Grievances – Terminology and Definitions
33-103.005	Informal Grievance
33-103.006	Formal Grievance – Institution or Facility Level
33-103.007	Appeals and Direct Grievances to the Office of the Secretary
33-103.011	Time Frames for Inmate Grievances
33-103.014	Reasons for Return of Grievance or Appeal Without Processing
33-103.015	Inmate Grievances – Miscellaneous Provisions

PURPOSE AND EFFECT: The purpose and effect of the proposed rule is to comply with the Prison Rape Eliminate Act (PREA), to explain who can file grievances related to sexual abuse and the procedural requirements to file such grievances, to clarify transportation of the grievance lock box, to clarify the processing of grievances, to clarify how a grievance may be withdrawn, and to expand on the reasons for a grievance being returned without processing.

SUMMARY: The revisions define sexual abuse, allow third parties to file grievances related to sexual abuse, changes timeframes related to filing grievances related to sexual abuse, revise Form DC1-303, clarify the transportation of the grievance lock box, clarify the processing of grievances, clarify how a grievance may be withdrawn, and expand on the reasons for a grievance being returned without processing.

SUMMARY OF STATEMENT OF ESTIMATED REGULATORY COSTS AND LEGISLATIVE RATIFICATION:

The Agency has determined that this will not have an adverse impact on small business or likely increase directly or indirectly regulatory costs in excess of \$200,000 in the aggregate within one year after the implementation of the rule. A SERC has not been prepared by the agency.

The Agency has determined that the proposed rule is not expected to require legislative ratification based on the statement of estimated regulatory costs or if no SERC is

required, the information expressly relied upon and described herein: Upon review of the proposed changes to these rules and incorporated forms, the department has determined that the amendments will not exceed any one of the economic analysis criteria in a SERC as set forth in Section 120.541(2)(a), F.S.

Any person who wishes to provide information regarding a statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative must do so in writing within 21 days of this notice.

RULEMAKING AUTHORITY: 944.09 FS.

LAW IMPLEMENTED: 944.09, 944.241 FS.

IF REQUESTED WITHIN 21 DAYS OF THE DATE OF THIS NOTICE, A HEARING WILL BE SCHEDULED AND ANNOUNCED IN THE FAR.

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE IS: LaDawna Fleckenstein, 501 South Calhoun Street, Tallahassee, Florida 32399-2500

THE FULL TEXT OF THE PROPOSED RULE IS:

33-103.002 Inmate Grievances – Terminology and Definitions.

The following terms, as defined, shall be standard usage throughout the department:

(1) through (16) No change.

(17) Sexual Abuse

(a) Any unwanted or coerced act by an inmate against another inmate, without the inmate’s consent, including any of the following:

1. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;

2. Contact between the mouth and the penis, vulva, or anus;

3. Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object or other instrument; and

4. Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of another person, excluding contact incidental to a physical altercation;

(b) Any of the following acts perpetrated by a staff member, contractor, or volunteer against an inmate, with or without consent of the inmate:

1. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;

2. Contact between the mouth and the penis, vulva, or anus;

3. Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

4. Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

5. Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh or buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

6. Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in the above paragraphs 1 – 5 of this subsection;

7. Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, and

8. Voyeurism by a staff member, contractor, or volunteer.
 Rulemaking Authority 944.09 FS. Law Implemented 944.09 FS., 28 CFR Part 115. History—New 10-12-89, Amended 1-15-92, 12-22-92, 4-10-95, 12-7-97, Formerly 33-29.002, Amended 10-11-00, 1-2-03, 9-16-03, 2-9-05, 3-25-08, 5-27-12, 11-7-12, _____.

33-103.005 Informal Grievance.

(1) Inmates shall utilize the informal grievance process prior to initiating a formal grievance. Inmates may skip this step and initiate the process at the formal institutional level for issues pertaining to the following: grievance of an emergency nature, grievance of reprisal, grievance alleging violations of the Americans with Disabilities Act, medical grievance, grievance involving gain time governed by Rule 33-601.101 F.A.C. Incentive Gain Time, grievance challenging placement in close management or subsequent reviews, grievances regarding the return of incoming mail governed by subsection 33-210.101(14), F.A.C., grievances regarding disciplinary action (does not include corrective consultations) governed by Rules 33-601.301-.314, F.A.C., and grievances regarding allegations of sexual abuse as defined in subsection 33-103.002(17), F.A.C. Inmates may proceed directly to the Office of the Secretary on the following issues as governed by subsection 33-103.007(6), F.A.C.: ~~grievance alleging a violation of the Health Insurance Portability and Accountability Act (HIPAA),~~ grievance of emergency nature, grievance of reprisal, protective management, admissible reading material, sentence structure issues (release date calculations), and inmate banking issues. Grievances alleging a violation of the Health Insurance Portability and Accountability Act (HIPAA) must be filed directly with the Office of the Secretary using the Request for Administrative Appeal, Form DC1-303, Request for Administrative Remedy or Appeal. Form DC1-303 is incorporated by reference in Rule 33-103.006, F.A.C.

(a) An informal grievance shall be submitted to the designated staff by ~~personally~~ placing the informal grievance in a locked grievance box. Locked boxes shall be available to inmates in open population and special housing units. A staff person from classification, the grievance coordinator's office, or the assistant warden's office shall be responsible for the key. If the staff member collecting the grievances is from classification or the assistant warden's office, he or she shall retrieve the grievances and appeals and deliver them to the institutional grievance coordinator in a locked container. The warden shall designate one (1) staff member who shall log all informal grievances and distribute to the appropriate department or staff.

(b) After being logged, informal grievances shall be forwarded to the staff member who is responsible in the particular area of the problem, the classification team, the appropriate section head, or other institutional staff. When an informal grievance is received by the reviewing authority as defined in Rule 33-103.002, F.A.C., the reviewing authority shall respond to the grievance, or refer the grievance to a staff member for response, ~~or shall advise the inmate to re-file with a specific staff member.~~

(c) No change.

(2) When submitting an informal grievance, the inmate shall use Form DC6-236, Inmate Request, and shall:

(a) Check the appropriate box indicating to whom he is submitting the informal grievance. If the inmate checks the box designated "other," and elects to name a specific staff member, the final determination of the appropriate person to handle the grievance shall ultimately be made by staff. The inmate shall he or she shall print the name or title of the person the form is going to in the space underneath the box, and complete the other sections of the heading;

(b) No change.

(3) No change.

(4) The informal grievance shall be responded to within 10 days of the initial receipt date as noted on the informal grievance log.

(a) through (c) No change.

(d) ~~The response to the informal grievance shall include the following statement, or one similar in content and intent if the grievance is denied: You may obtain further administrative review of your complaint by obtaining form DC1-303, Request for Administrative Remedy or Appeal, completing the form as required by Rule 33-103.006, F.A.C., attaching a copy of your informal grievance and response, and forwarding your complaint to the warden or assistant warden no later than 15 days after the grievance is responded to. If the 15th day falls on a weekend or holiday, the due date shall be the next regular work day. Form DC1-303 is incorporated by reference in Rule 33-103.006, F.A.C.~~

(5) It is the policy of the department that all inmate request forms be answered.

Rulemaking Authority 944.09 FS. Law Implemented 944.09 FS. History—New 10-12-89, Amended 1-15-92, 12-22-92, 3-30-94, 4-17-94, 4-10-95, 8-10-97, 12-7-97, 2-17-99, Formerly 33-29.005, Amended 8-1-00, 2-9-05, 3-25-08, 1-31-10, 5-27-12, 11-7-12, _____.

33-103.006 Formal Grievance – Institution or Facility Level.

(1) When an inmate decides to file a formal grievance, he or she shall do so by completing Form DC1-303, Request for Administrative Remedy or Appeal, and filing within the time limits set forth in Rule 33-103.011, F.A.C. Form DC1-303 is hereby incorporated by reference. Copies of this form are available from the Forms Control Administrator, 501 South Calhoun Street, Tallahassee, Florida 32399-2500. <http://www.flrules.org/Gateway/reference.asp?No=Ref-01223>. The effective date of the form is _____ 2-05.

(a) through (b) No change.

(2) Procedural Requirements.

(a) through (g) No change.

(h) The inmate shall submit the grievance or appeal to designated staff by placing the grievance or appeal in a locked grievance box. Locked boxes shall be available to inmates in open population and special housing units. A staff person from classification, the grievance coordinator's office, or the assistant warden's office shall be responsible for the key. If the staff member collecting the grievances is from classification or the assistant warden's office, he or she shall retrieve the grievances and appeals and deliver them in a locked container to the institutional grievance coordinator. The institutional grievance coordinator shall log all formal grievances and provide the inmates with receipts. The appeals will be forwarded to the Bureau of Policy Management and Inmate Appeals after being processed for mailing in accordance with paragraphs 33-103.006(8)(b) and (c), F.A.C. The Bureau of Policy Management and Inmate Appeals shall log all appeals and forward receipts to the inmates. Grievances and appeals shall be picked up and forwarded by the institutions daily Monday through Friday.

(i) No change.

(j) If the inmate or third party is filing a grievance involving sexual abuse, it shall be clearly stated in the first line of the grievance that it is a grievance related to sexual abuse. Also on Form DC1-303 the third party filer shall check the box next to Third Party Grievance Alleging Sexual Abuse.

(3) The following types of grievances may be filed directly with the reviewing authority as defined in subsection 33-103.002(15), F.A.C., by-passing the informal grievance

step, and may be sent in a sealed envelope through routine institutional mail channels:

(a) through (i) No change.

(j) Grievances alleging sexual abuse as defined in Rule 33-103.002(17).

1. If an inmate believes he or she is the victim of sexual abuse they should immediately report it. They may also decide to complete form DC1-303, Request for Administrative Remedy or Appeal and file within the requirements and guidelines listed below. This rule is established to meet the requirements of the Prison Rape Elimination Act (PREA) of 2003.

a. The grievance should begin at the formal level at the institution unless filing pursuant to paragraph 33-103.007(6)(a), F.A.C., or subparagraph 3-103.007(6)(b)5., F.A.C. There is no time limit on when an inmate or third party may initiate a grievance regarding allegations of sexual abuse. However, normal time limits as described in Rule 33-103.011, F.A.C., will apply when the inmate receives the response to the formal grievance and elects to proceed to the next level of review. Staff shall comply with response time requirements outlined in Rule 33-103.011, F.A.C.

b. Inmates filing grievances alleging sexual abuse shall not be instructed to file the grievance to the individual(s) who are the subject(s) of the complaint. Additionally grievances of this nature shall not be referred to the subject(s) of the complaint

c. Third parties, including fellow inmates, staff members, family members, attorneys and outside advocates, shall be permitted to assist inmates in filing grievances alleging sexual abuse. Third parties are also permitted to file such grievances on behalf of inmates.

d. Third parties must use the official Form DC1-303 which can be obtained from subsection (1) of this rule. The form may also be requested from the inmate's current location or the Department's Central Office at 501 South Calhoun Street, Tallahassee FL. 32399. On Form DC1-303 the third party filer shall check the box next to Third Party Grievance Alleging Sexual Abuse. Additionally when a third party files a sexual abuse grievance they must complete the information that identifies the inmate on the top of the form and place their signature and the date at the bottom of the form. When completed, a third party filer who is not an inmate, shall mail the form to the attention of the warden at the institution where the inmate is currently housed unless the grievance is filed pursuant to paragraph 33-103.007(6)(a), F.A.C. When the third party filer is an inmate, the grievance shall be submitted pursuant to subsections (8) or (9) of this rule.

e. When third parties initiate a sexual abuse grievance, the inmate will be notified by institutional staff. A staff member shall interview the inmate within 2 business days of receipt of

the third party grievance alleging sexual abuse. During this interview the inmate shall elect to allow the grievance to proceed or request that the grievance be stopped by completing the top half of Form DC6-236, Inmate Request, stating whether he elects for the grievance to proceed or be stopped. The institution shall document the inmate's desire to either allow or refuse the grievance to proceed under the response section of Form DC6-236. Form DC6-236 is incorporated by reference in Rule 33-103.005, F.A.C. A copy of the Inmate Request will be placed in the inmate's file. If the inmate refuses to allow the grievance to proceed on their behalf staff will also document the refusal in IGLOGS and designate the grievance as "withdrawn". IGLOGS is the Inspector General Office Log System (Database) that is utilized to store and maintain log numbers, dates, responses, dispositions and other relevant data on all inmate formal grievances and appeals.

f. If the inmate agrees to let the grievance filed by a third party proceed, staff shall log the third party grievance alleging sexual abuse and provide a receipt to the inmate. The response will be provided to the inmate. If the inmate is unsatisfied with the response to the formal grievance they may file an appeal on Form DC1-303. The third party who initiated the formal grievance cannot appeal the decision when it is rendered. Staff shall notify the third party filer of the disposition rendered on the grievance. In accordance with the Health Insurance Portability and Accountability Act, specifics of the case shall not be divulged to the third party.

g. The Department may claim an extension of time to respond, of up to 70 days, if the normal time period for response is insufficient to make an appropriate decision. The inmate shall be notified in writing of the extension and a date by which a decision will be made.

h. An inmate may file an emergency grievance if they believe they are subject to a substantial risk of imminent sexual abuse.

i. When receiving an emergency grievance from an inmate expressing belief they are subject to a substantial risk of imminent sexual abuse the institution must take immediate corrective action. Staff handling this grievance shall provide an immediate response within 48 hours and shall issue a final decision within 5 calendar days from the receipt of the grievance. The final decision will document the agency's determination whether the inmate is in substantial risk of imminent sexual abuse and the action taken in response to the emergency grievance.

2. An inmate may be subject to disciplinary action for filing a grievance related to alleged sexual abuse if the Department demonstrates that the inmate filed the grievance in bad faith. Failure of the inmate to substantiate their grievance allegations shall not, by itself, be used as grounds to initiate

disciplinary actions. If it is found that an inmate has intentionally falsified information in the grievance, or grievance appeal, disciplinary action may be taken against the inmate in accordance with Rule 33-601.314, F.A.C.

(4) through (10) No change.

Rulemaking Authority 944.09 FS. Law Implemented 944.09 FS., 28 CFR Part 115. History—New 10-12-89, Amended 1-15-92, 12-22-92, 4-10-95, 8-10-97, 12-7-97, 5-10-98, 2-17-99, Formerly 33-29.006, Amended 8-1-00, 10-11-00, 2-9-05, 10-28-07, 3-25-08, 5-27-12, 11-7-12, _____.

33-103.007 Appeals and Direct Grievances to the Office of the Secretary.

(1) through (2) No change.

(3) The Office of the Secretary has designated the Bureau of Policy Management and Inmate Appeals to receive, review, investigate, evaluate and respond to appeals and direct grievances filed with the Office of the Secretary. Appeals and direct grievances to the Office of the Secretary shall be turned over that same date to the Bureau of Policy Management and Inmate Appeals which shall ensure that the grievance is date-stamped in on the date of receipt. Upon receipt of the appeal or direct grievance by the Bureau of Policy Management and Inmate Appeals, the following shall occur:

The decision of whether or not the grievance has been timely filed by the inmate shall be made based upon the following comparisons:

(a) In the case of an appeal being filed with the central office, by comparing the receipt date on the DC1-303 form to the return response date of the formal grievance (the date the grievance leaves the recipient's office).

(b) No change.

(4) through (5) No change.

(6) Direct Grievances.

(a) Emergency grievances and grievances of reprisals, protective management, admissible reading material, grievances concerning sentence structure (release date calculations), ~~or~~ inmate banking issues or sexual abuse grievances when the abuse is alleged to have been committed by the Warden of the institution where the inmate is currently housed may be filed directly with the Office of the Secretary using the Request for Administrative Remedy or Appeal, Form DC1-303. Grievances alleging a violation of the Health Insurance Portability and Accountability Act (HIPAA) must be filed directly with the Office of the Secretary using the Request for Administrative Remedy or Appeal, Form DC1-303. The following shall apply:

1. The inmate shall state at the beginning of Part A of Form DC1-303 that the grievance concerns either an emergency or is a grievance of a reprisal. When alleging HIPAA violations, the inmate shall state that the grievance concerns HIPAA at the beginning of Part A of Form DC1-303.

The inmate or the third party filer of a sexual abuse grievance shall state at the beginning of Part A of Form DC1-303 that the grievance is a sexual abuse related grievance. On Form DC1-303 the third party filer shall check the box next to Third Party Grievance Alleging Sexual Abuse.

2. The inmate must clearly state the reason for not initially bringing the complaint to the attention of institutional staff and by-passing the informal and formal grievance steps of the institution or facility, except in the case of a HIPAA violation grievance which must be filed directly with the Office of the Secretary. In the case of a sexual abuse grievance, the inmate or the third party filer must clearly state that the formal grievance step of the institution or facility was by-passed because the abuse is alleged to have been committed by the Warden of the institution where the inmate is currently housed.

3. The inmate may forward grievances of these ~~four~~ types to the Office of the Secretary in a sealed envelope by following the procedure set out in paragraph 33-103.006(8)(d), F.A.C. When a direct grievance alleging violation of HIPAA is received at the Office of the Secretary, the Bureau of Policy Management and Inmate Appeals shall forward the grievance to the Office of the Assistant Secretary for Health Services for investigation and response. The disclosure of medical information in a grievance authorizes staff to review the information and to use and disclose the medical information necessary to investigate in order to respond. Following preparation of a response and signature of the responding employee, the grievance shall be returned to the Bureau of Policy Management and Inmate Appeals to ensure appropriate filing and routing.

(b) Emergency Grievances. An emergency grievance may be filed directly with the Secretary. Upon receipt, staff of the Bureau of Policy Management and Inmate Appeals shall take the following actions as soon as possible, but no later than two calendar days following receipt:

1. through 3. No change.

4. If an emergency is not found to exist, it will be clearly marked on the grievance will be stamped "not an emergency," signed and dated by the responding employee, and returned to the inmate within three working days of receipt as his reasons for by-passing the previous level of review will not be valid.

5. An inmate may file an emergency grievance if they believe they are subject to a substantial risk of imminent sexual abuse. When receiving an emergency grievance from an inmate expressing belief they are subject to a substantial risk of imminent sexual abuse the institution must take immediate corrective action. Staff handling this grievance

shall provide an immediate response within 48 hours and shall issue a final decision within 5 calendar days from the receipt of the grievance. The final decision will document the agency's determination whether the inmate is in substantial risk of imminent sexual abuse and the action taken in response to the emergency grievance.

(c) through (d) No change.

(7) through (8) No change.

Rulemaking Authority 944.09 FS. Law Implemented 944.09 FS and 28 CFR Part 115. History—New 10-12-89, Amended 1-15-92, 12-22-92, 4-10-95, 8-10-97, 12-7-97, 10-7-98, 2-17-99, Formerly 33-29.007, Amended 8-1-00, 6-29-03, 2-9-05, 8-21-06, 3-25-08, 6-13-12, 11-7-12, _____.

33-103.011 Time Frames for Inmate Grievances.

When determining the time frames for grievances in all cases, the specified time frame shall commence on the day following the date of the incident or response to the grievance at the previous level. For example, if an incident occurred on December 1, fifteen days from that date would be December 16.

(1) Filing of Grievances.

(a) No change.

(b) Formal Grievances – Must be received no later than 15 calendar days from:

1. No change.

2. The date on which the incident or action being grieved occurred if an informal grievance was not filed pursuant to the circumstances specified in subsection 33-103.006(3), F.A.C., unless the grievance is an issue related to sexual abuse. Pursuant to sub-subparagraph 33-103.006(3)(j)1.a., F.A.C., sexual abuse grievances filed either by the inmate or a third party may be filed at any time after the incident is alleged to have occurred. After the initial filing, all other applicable timeframes shall apply.

(c) Grievance Appeals to the Office of the Secretary – Must be received within 15 calendar days from the date of the response to the formal grievance is returned to the inmate.

(d) No change.

(2) No change.

(3) Responding to Grievances.

(a) Informal Grievances – ~~Within 10 calendar days~~ Following the initial receipt of an informal grievance by the staff member, a written response shall be completed within 10 calendar days provided to the inmate. See Rule 33-103.005, F.A.C.

(b) through (d) No change.

(4) through (5) No change.

Rulemaking Authority 944.09 FS. Law Implemented 944.09 FS., 28 CFR Part 115. History—New 10-12-89, Amended 1-15-92, 12-22-92, 4-10-95, 12-7-97, Formerly 33-29.011, Amended 2-9-05, 3-25-08, 5-27-12, 11-7-12, _____.

33-103.014 Reasons for Return of Grievance or Appeal Without Processing.

(1) The informal grievance, formal grievance, direct grievance, or grievance appeal, hereafter referred to as "grievance," may be returned to the inmate without further processing if, following a review of the grievance, one or more of the following conditions are found to exist. The reasons listed below are the only reasons for returning a grievance without a response on the merits.

(a) through (w) No change.

(x) The inmate fails to use his committed name pursuant to 33-603.101 and 33-103.006, F.A.C., when completing a grievance.

(2) No change.

Rulemaking Authority 944.09 FS. Law Implemented 944.09 FS. History--New 10-12-89, Amended 1-15-92, 12-22-92, 4-10-95, 12-7-97, 5-10-98, Formerly 33-29.014, Amended 6-29-03, 2-9-05, 6-13-12, 11-7-12,_____.

33-103.015 Inmate Grievances – Miscellaneous Provisions.

(1) through (12) No change.

(13) If an inmate elects to withdraw a grievance they should notify staff using Form DC6-236, Inmate Request. The request should include the date the grievance was filed along with the subject matter of the grievance. Staff should indicate on the grievance log that the grievance was withdrawn at the request of the inmate along with the date of the request to withdraw.

Rulemaking Authority 944.09 FS. Law Implemented 944.09, 944.241 FS. History--New 10-12-89, Amended 1-29-92, 9-3-92, 12-22-92, 7-11-93, 5-3-94, 4-10-95, 9-23-96, 8-10-97, 12-7-97, 5-10-98, 2-17-99, Formerly 33-29.015, Amended 8-1-00, 10-11-00, 2-7-01, 5-27-02, 1-2-03, 2-9-05, 9-4-05, 10-28-07, 5-27-12, 11-7-12,_____.

NAME OF PERSON ORIGINATING PROPOSED RULE:
Alan McManus, Chief of the Bureau of Policy Management and Inmate Appeals

NAME OF AGENCY HEAD WHO APPROVED THE PROPOSED RULE: Michael D. Crews, Secretary

DATE PROPOSED RULE APPROVED BY AGENCY HEAD: August 8, 2013

DATE NOTICE OF PROPOSED RULE DEVELOPMENT PUBLISHED IN FAR: June 18, 2013

DEPARTMENT OF CORRECTIONS

RULE NO.: RULE TITLE:

33-210.201 ADA Provisions for Inmates

PURPOSE AND EFFECT: The purpose and effect of the proposed rule is to change the term mental retardation to intellectual disability to comply with Chapter 2013-162.

SUMMARY: To change the term mental retardation to intellectual disability.

SUMMARY OF STATEMENT OF ESTIMATED REGULATORY COSTS AND LEGISLATIVE RATIFICATION:

The Agency has determined that this will not have an adverse impact on small business or likely increase directly or indirectly regulatory costs in excess of \$200,000 in the aggregate within one year after the implementation of the rule. A SERC has not been prepared by the agency.

The Agency has determined that the proposed rule is not expected to require legislative ratification based on the statement of estimated regulatory costs or if no SERC is required, the information expressly relied upon and described herein: upon review of the proposed changes to these rules, the department has determined that the amendments will not exceed any one of the economic analysis criteria in a SERC as set forth in Section 120.541(2)(a), F.S.

Any person who wishes to provide information regarding a statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative must do so in writing within 21 days of this notice.

RULEMAKING AUTHORITY: 944.09 FS.

LAW IMPLEMENTED: 944.09 FS.

IF REQUESTED WITHIN 21 DAYS OF THE DATE OF THIS NOTICE, A HEARING WILL BE SCHEDULED AND ANNOUNCED IN THE FAR.

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE IS: LaDawna Fleckenstein, 501 South Calhoun Street, Tallahassee, Florida 32399-2500

THE FULL TEXT OF THE PROPOSED RULE IS:

33-210.201 ADA Provisions for Inmates.

(1) No change.

(2) Definitions.

(a) through (h) No change.

(i) Mental impairment – any mental or psychological disorder such as intellectual disability ~~mental retardation~~, organic brain syndrome, emotional or mental illness and specific learning disabilities.

(j) through (m) No change.

(3) through (9) No change.

Rulemaking Authority 944.09 FS. Law Implemented 944.09 FS. History--New 8-19-01, Amended 2-8-06, 11-22-06, 1-23-13,_____.

NAME OF PERSON ORIGINATING PROPOSED RULE:
Tom Reimers, Director of Health Services Administration and Operations

NAME OF AGENCY HEAD WHO APPROVED THE PROPOSED RULE: Michael D. Crews, Secretary
DATE PROPOSED RULE APPROVED BY AGENCY HEAD: August 8, 2013
DATE NOTICE OF PROPOSED RULE DEVELOPMENT PUBLISHED IN FAR: June 22, 2013

DEPARTMENT OF HEALTH

Board of Clinical Laboratory Personnel

RULE NOS.: RULE TITLES:

64B3-5.003 Technologist

64B3-5.004 Technician

PURPOSE AND EFFECT: The Board proposes the rule amendment to update the certification requirements for a technologist and a technician.

SUMMARY: The certification requirements for a technologist and a technician will be updated.

SUMMARY OF STATEMENT OF ESTIMATED REGULATORY COSTS AND LEGISLATIVE RATIFICATION:

The Agency has determined that this will not have an adverse impact on small business or likely increase directly or indirectly regulatory costs in excess of \$200,000 in the aggregate within one year after the implementation of the rule. A SERC has not been prepared by the agency.

The Agency has determined that the proposed rule is not expected to require legislative ratification based on the statement of estimated regulatory costs or if no SERC is required, the information expressly relied upon and described

herein: During discussion of the economic impact of this rule at its Board meeting, the Board, based upon the expertise and experience of its members, determined that a Statement of Estimated Regulatory Costs (SERC) was not necessary and that the rule will not require ratification by the Legislature. No person or interested party submitted additional information regarding the economic impact at that time.

Any person who wishes to provide information regarding a statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative must do so in writing within 21 days of this notice.

RULEMAKING AUTHORITY: 483.805(4), 483.811(2), 483.823 FS.

LAW IMPLEMENTED: 381.0034, 381.0034(3), 483.800, 483.809, 483.811(2), 483.815, 483.823 FS.

IF REQUESTED WITHIN 21 DAYS OF THE DATE OF THIS NOTICE, A HEARING WILL BE SCHEDULED AND ANNOUNCED IN THE FAR.

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE IS: William Miller, Board of Clinical Laboratory Personnel, 4052 Bald Cypress Way, Bin # C07, Tallahassee, Florida 32399-3257

THE FULL TEXT OF THE PROPOSED RULE IS:

64B3-5.003 Technologist.

(1) through (2) No change.

(3) In addition, at least one of the following requirements must be met for specific areas of licensure. In some cases there are multiple options for meeting the requirement.

(a) Microbiology, Serology/Immunology, Clinical Chemistry, Hematology, Immunohematology, Molecular Pathology.

Education	Option	Training/Experience	Certification
Bachelors Degree (or higher) in Clinical Laboratory, Chemical, or Biological Science	1	Clinical laboratory training program, or 3 years experience with a minimum of 6 months in each specialty for which licensure is sought	MLS(ASCP), <u>MT(ASCP)¹</u> , MT(AMT), MT(AAB) NRCC examinations or specialist examinations in single discipline for licensure in that specialty area
90 semester hours college credit	2	Clinical laboratory training program	MLS(ASCP), <u>MT(ASCP)¹</u> , MT(AMT), MT(AAB), or specialist examinations in single discipline for licensure in that specialty area
Associate Degree in Clinical/Medical Laboratory Technology	3	as required by certifying body	MT(AAB) examinations, including specialist examinations, in single disciplines for licensure in that specialty area
Associate Degree	4a	Successfully completed a Department of Defense clinical laboratory training program	MT(AAB) examinations, including specialist examinations, in single disciplines for licensure in that specialty area
	4b	5 years of pertinent clinical laboratory experience with one year of experience in each specialty area for which licensure is sought	MT(AAB) examinations, including specialist examinations, in single disciplines for licensure in that specialty area

(b) Blood Banking (Donor Processing)

Education	Option	Training/Experience	Certification
Bachelors Degree (or higher) in Medical Technology	1	as required by certifying body	MLS(ASCP), <u>MT(ASCP)¹</u> , BB(ASCP), SBB(ASCP), MT(AAB), MT(AMT)

Bachelors Degree (or higher) in Clinical Laboratory, Chemical, or Biological Science	1	Medical Technology Training program, or Board approved training program in Blood Banking, or 3 years experience in clinical laboratory experience in the areas of Chemistry, Serology/Immunology, Hematology, and Immunohematology and Blood Banking	MLS(ASCP), <u>MT(ASCP)¹</u> , BB(ASCP), SBB(ASCP), MT(AAB), MT(AMT)
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(c) through (h) No change.

Rulemaking Authority 483.805(4), 483.811(2), 483.823 FS. Law Implemented 381.0034(3), 483.800, 483.809, 483.811(2), 483.815, 483.823 FS. History—New 12-6-94, Amended 7-12-95, 9-10-95, 12-4-95, Formerly 59O-5.003, Amended 5-26-98, 1-11-99, 7-5-01, 3-24-02, 10-29-02, 8-16-04, 5-15-05, 12-19-05, 5-25-06, 7-9-07, 2-7-08, 6-17-09, 1-30-12, 2-7-13, _____.

64B3-5.004 Technician.

(1) through (2) No change.

(3) In addition, at least one of the following requirements must be met for specific areas of licensure. In some cases there are multiple options for meeting the requirement.

(a) Microbiology, Serology/Immunology, Clinical Chemistry, Hematology, Immunohematology

Education	Option	Training/Experience	Certification
Bachelors Degree (or higher)	1	3 years of pertinent clinical laboratory experience within the 10 years preceding application for licensure	MLT(ASCP), MLT(ASCP) ⁱ , MLT(AMT), MLT(AAB)
Associate Degree	2	4 years of pertinent clinical laboratory experience within the 10 years preceding application for licensure	MLT(ASCP), MLT(ASCP) ⁱ , MLT(AMT), MLT(AAB)
As required by certifying body	3	Approved clinical/medical laboratory training program, or 5 years of pertinent clinical laboratory experience within the 10 years preceding application for licensure	MLT(ASCP), MLT(ASCP) ⁱ , MLT(AMT), MLT(AAB)

(b) through (d) No change.

Rulemaking Authority 483.805(4), 483.811(2), 483.823 FS. Law Implemented 381.0034, 483.800, 483.809, 483.811(2), 483.815, 483.823 FS. History—New 12-6-94, Amended 7-12-95, 12-4-95, Formerly 59O-5.004, Amended 5-26-98, 9-20-98, 1-11-99, 8-31-99, 9-27-00, 12-26-00, 4-29-02, 10-29-02, 2-11-03, 4-20-04, 2-23-06, 5-25-06, 12-5-07, 1-30-12, _____.

NAME OF PERSON ORIGINATING PROPOSED RULE: Board of Clinical Laboratory Personnel
 NAME OF AGENCY HEAD WHO APPROVED THE PROPOSED RULE: Board of Clinical Laboratory Personnel
 DATE PROPOSED RULE APPROVED BY AGENCY HEAD: July 2, 2013
 DATE NOTICE OF PROPOSED RULE DEVELOPMENT PUBLISHED IN FAR: July 12, 2013

DEPARTMENT OF HEALTH

Board of Massage Therapy

RULE NO.: 64B7-28.010
 RULE TITLE: Requirements for Board Approval of Continuing Education Programs

PURPOSE AND EFFECT: The board proposes to amend the fee requirements regarding the requirements for board approval of continuing education.

SUMMARY: The proposed rule amendments are necessary to update the fee requirements.

SUMMARY OF STATEMENT OF ESTIMATED REGULATORY COSTS AND LEGISLATIVE RATIFICATION:

The Agency has determined that this will not have an adverse impact on small business or likely increase directly or indirectly regulatory costs in excess of \$200,000 in the aggregate within one year after the implementation of the rule. A SERC has not been prepared by the agency.

The Agency has determined that the proposed rule is not expected to require legislative ratification based on the statement of estimated regulatory costs or if no SERC is required, the information expressly relied upon and described herein: During discussion of the economic impact of this rule at its Board meeting, the Board, based upon the expertise and experience of its members, determined that a Statement of Estimated Regulatory Costs (SERC) was not necessary and that the rule will not require ratification by the Legislature. No person or interested party submitted additional information regarding the economic impact at that time.

Any person who wishes to provide information regarding a statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative must do so in writing within 21 days of this notice.

RULEMAKING AUTHORITY: 456.013(8), (9), 456.025(7), 456.036, 480.35(7), 480.0415

LAW IMPLEMENTED: 456.013(8), (9), 456.025(7), 456.036, 480.0415

IF REQUESTED WITHIN 21 DAYS OF THE DATE OF THIS NOTICE, A HEARING WILL BE SCHEDULED AND ANNOUNCED IN THE FAR.

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE IS: Anthony Jusevitch, Executive Director, Board of Massage Therapy/MQA, 4052 Bald Cypress Way, Bin #C06, Tallahassee, Florida 32399-3256

THE FULL TEXT OF THE PROPOSED RULE IS:

64B7-28.010 Requirements for Board Approval of Continuing Education Programs.

(1) For the purpose of renewing or reactivating a license credit will be approved for programs which are offered by providers whose programs are approved by the Board. In order to receive Board approval to provide one or more programs, an applicant shall:

(a) Submit a completed Massage Continuing Education Programs Provider Registration Application, BMT-B, and Supplemental Program/Instructor Information, BMT-C, incorporated herein by reference, and a non-refundable application fee of \$100.00 ~~\$250.00~~. The forms will be

effective 12-13-05, copies of which may be obtained from the Board office at: 4052 Bald Cypress Way, BIN #C06, Tallahassee, Florida 32399-3256.

(b) No Change.

(2.) through (7) No change.

(8) Provider registration numbers must be renewed biennially on or before August 31 of the biennial renewal year. The provider must return the renewal form provided by the department together with a renewal fee of ~~\$50.00~~ ~~\$250.00~~. If the renewal form and renewal fee are not received by the department on or before August 31 of the biennial year, the provider must submit a new application for approval of any continuing education programs offered for license renewal or initial licensure requirements, and, if any programs are approved, receive a new provider registration number.

(9) No change.

Rulemaking Specific Authority 456.013(8), (9), 456.025(7), 456.036, 480.035(7), 480.0415 FS. Law Implemented 456.013(8), (9), 456.025(7), 456.036, 480.0415 FS. History—New 4-21-86, Amended 9-14-87, 8-29-88, 2-8-89, 3-12-90, 1-3-91, Formerly 21L-28.010, Amended 9-30-93, 8-16-94, 6-12-95, 2-12-97, Formerly 61G11-28.010, Amended 2-18-98, 10-26-98, 9-20-99, 11-4-99, 11-21-02, 10-12-03, 12-13-05, 7-5-06, 2-25-07, 5-8-07, _____.

NAME OF PERSON ORIGINATING PROPOSED RULE:

Board of Massage Therapy

NAME OF AGENCY HEAD WHO APPROVED THE PROPOSED RULE: Board of Massage Therapy

DATE PROPOSED RULE APPROVED BY AGENCY HEAD: October 26, 2013

DATE NOTICE OF PROPOSED RULE DEVELOPMENT PUBLISHED IN FAR: July 9, 2013

DEPARTMENT OF HEALTH

Division of Environmental Health

RULE NOS.: RULE TITLES:

64E-3.003 Qualifications for Examination

64E-3.0034 Speciality Technologists

PURPOSE AND EFFECT: To implement Chapter 2012-168, L.O.F., to include a new specialty technologist category. To create rule language necessary to ensure conformity to statutory requirements and the current practices and procedures for radiological personnel.

SUMMARY: Provides for a new specialty technologist license type, Positron Emission Tomography. Revises application forms, and specifies application procedures, national organizations, required documents, titles, initials, and duties for this new license type.

SUMMARY OF STATEMENT OF ESTIMATED REGULATORY COSTS AND LEGISLATIVE RATIFICATION:

The Agency has determined that this will not have an adverse impact on small business or likely increase directly or indirectly regulatory costs in excess of \$200,000 in the aggregate within one year after the implementation of the rule. A SERC has not been prepared by the agency.

The Agency has determined that the proposed rule is not expected to require legislative ratification based on the statement of estimated regulatory costs or if no SERC is required, the information expressly relied upon and described herein: This rulemaking implements Chapter 2012-168, L.O.F., to create new a specialty technologist licensure. The department's analysis of the potential adverse impact and potential regulatory costs of the proposed rule did not exceed the criteria for a SERC established in Section 120.541(2)(a), F.S. As part of this analysis, the department relied upon its own experiences with other rulemaking and licensure of this type; the legislative bill analysis of CS/HB309 which became Chapter 2012-168, L.O.F. and which indicated a maximum of \$28,000 revenue collected in each of the first and second years, as well as minimal regulatory costs; the fact that the new license types are issued to individuals not small businesses; the fact that existing technologists currently working in the areas of the new licensure are not required to obtain the new licensure; and the expertise and experience of the members of the state Advisory Council on Radiation Protection, made up of members representing the radiologic technology profession and various other radiation-related professions, which supported the new law and this rulemaking. Therefore, this rulemaking will not have an adverse impact or regulatory costs in excess of \$1 million within five years as established in Section 120.541(2)(a), F.S. Any person who wishes to provide information regarding a statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative must do so in writing within 21 days of this notice.

RULEMAKING AUTHORITY: 468.302, 468.303 FS.

LAW IMPLEMENTED: 468.302(2)(h), (3)(i) FS.

IF REQUESTED WITHIN 21 DAYS OF THE DATE OF THIS NOTICE, A HEARING WILL BE SCHEDULED AND ANNOUNCED IN THE FAR.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: Brenda Andrews, Bin C21, 4052 Bald Cypress Way, Tallahassee, FL 32399-1741; (850)245-4266; Brenda_Andrews@doh.state.fl.us. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE IS: Brenda Andrews, Bin C21, 4052 Bald Cypress Way, Tallahassee, FL 32399-1741; (850)245-4266; Brenda_Andrews@doh.state.fl.us

THE FULL TEXT OF THE PROPOSED RULE IS:

64E-3.003 Qualifications for Examination.

(1) An applicant for certification as a Basic X-ray Machine Operator or Basic X-ray Machine Operator – Podiatric Medicine shall submit an application to the department on Form DH 1006, 10/09, “Application for Basic X-ray Machine Operator or Basic X-ray Machine Operator – Podiatric Medicine,” incorporated herein by reference and which can be obtained from the internet at <http://www.flrules.org/Gateway/reference.asp?No=Ref-02748> or <http://www.doh.state.fl.us/mqa/rad-tech>. Applicants for all other types of certification under this Chapter shall submit an application to the department on Form DH 1005, 5/13 ~~4042~~, “Application for Radiologic Technology Certification,” which is incorporated herein by reference and which can be obtained from the internet at <http://www.flrules.org/Gateway/reference.asp?No=Ref-03080> ~~<http://www.flrules.org/Gateway/reference.asp?No=Ref-02744>~~ or <http://www.doh.state.fl.us/mqa/rad-tech>. All applicants must meet the qualifications prescribed by Section 468.304, F.S.

(a) through (d) No change.

(2) through (3) No change.

(4) All documents incorporated herein may be obtained from the department at 4052 Bald Cypress Way, Bin #C85, Tallahassee, FL, 32399-3252, or WWW.DOH.STATE.FL.US/MQA/RAD-TECH.

(5) No change.

Rulemaking Authority 381.0034, 468.303 FS. Law Implemented 381.0034, 468.304 FS. History—New 4-10-85, Formerly 10D-74.43, Amended 3-21-88, 9-17-92, Formerly 10D-74.043, Amended 3-4-08, 2-18-10, 6-11-13, _____.

64E-3.0034 Specialty Technologists.

(1) No change.

(2) The following are approved as national organizations for certain advanced, post-primary or specialty areas of

radiologic technologist certification, and for the technologists’ duties (also known as practice standards). In all cases, proof of current certification by a national organization shall be an unexpired wallet card bearing the organization’s name, the applicant’s name and the applicant’s area of certification:

(a) No change.

1. through 2. No change.

(b) National Organization for Positron Emission Tomography.

1. The Nuclear Medicine Technology Certification Board (NMTCB) for the Positron Emission Tomography (PET) area of certification.

2. The Society of Nuclear Medicine and Molecular Imaging (SNMMI) for the PET practice standards.

(3) The title, initials and duties for specialty technologists certified by the department are as follows.

(a) Computed Tomography.

1. through 2. No change.

(b) Mammography.

1. through 2 No change.

(c) Magnetic Resonance Imaging.

1. through 2. No change.

(d) Positron Emission Tomography.

1. For a person who holds current certification from the NMTCB in Positron Emission Tomography, the title is Certified Radiologic Technologist – Positron Emission Tomography (PET) and the initials are CRT-PET.

2. The duties of the CRT-PET are those contained in the January 26, 2013 SNMMI “Positron Emission Tomography Practice Standards,” which is herein incorporated by reference and can be obtained from the internet at _____ or <http://www.doh.state.fl.us/mqa/rad-tech>.

Rulemaking Authority 468.302, 468.303, FS. Law Implemented 468.302(2)(h), (3)(i) FS. History—New 6-11-13, Amended _____.

NAME OF PERSON ORIGINATING PROPOSED RULE:

Cynthia Becker, Bureau Chief, Bureau of Radiation Control

NAME OF AGENCY HEAD WHO APPROVED THE

PROPOSED RULE: John H. Armstrong, MD, FACS, Surgeon

General & Secretary

DATE PROPOSED RULE APPROVED BY AGENCY

HEAD: June 26, 2013

DATE NOTICE OF PROPOSED RULE DEVELOPMENT

PUBLISHED IN FAR: July 27, 2012

FLORIDA HOUSING FINANCE CORPORATION

RULE NOS.:	RULE TITLES:
67-48.001	Purpose and Intent
67-48.002	Definitions
67-48.004	Application and Selection Procedures for Developments
67-48.005	Applicant Administrative Appeal Procedures
67-48.007	Fees
67-48.0072	Credit Underwriting and Loan Procedures
67-48.0075	Miscellaneous Criteria
67-48.009	SAIL General Program Procedures and Restrictions
67-48.0095	Additional SAIL Application Ranking and Selection Procedures
67-48.010	Terms and Conditions of SAIL Loans
67-48.0105	Sale, Transfer or Refinancing of a SAIL Development
67-48.013	SAIL Construction Disbursements and Permanent Loan Servicing
67-48.014	HOME General Program Procedures and Restrictions
67-48.015	Match Contribution Requirement for HOME Allocation
67-48.017	Eligible HOME Activities
67-48.018	Eligible HOME Applicants
67-48.019	Eligible and Ineligible HOME Development Costs
67-48.020	Terms and Conditions of Loans for HOME Rental Developments
67-48.0205	Sale, Transfer or Refinancing of a HOME Development
67-48.022	HOME Disbursements Procedures and Loan Servicing
67-48.023	Housing Credits General Program Procedures and Requirements
67-48.027	Tax-Exempt Bond-Financed Developments
67-48.028	Carryover Allocation Provisions
67-48.029	Extended Use Agreement
67-48.030	Sale or Transfer of a Housing Credit Development
67-48.031	Termination of Extended Use Agreement and Disposition of Housing Credit Developments

PURPOSE AND EFFECT: The purpose of this Rule Chapter is to establish the procedures by which the Corporation shall:

(1) Address loan amounts, make and service mortgage loans for new construction or Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation of affordable rental units under the State Apartment Incentive Loan (SAIL) Program authorized by Section 420.5087, F.S., and the HOME Investment Partnerships (HOME) Program authorized by Section 420.5089, F.S.; and

(2) Address Competitive Housing Credit amounts and implement the provisions of the Housing Credit (HC) Program authorized by Section 42 of the IRC and Section 420.5099, F.S.

The intent of this Rule Chapter is to encourage public-private partnerships to invest in residential housing; to stimulate the construction and rehabilitation of residential housing which in turn will stimulate the job market in the construction and related industries; and to increase and improve the supply of affordable housing in the state of Florida.

SUMMARY: Prior to the opening of a funding process, the Corporation (1) researches the market need for affordable housing throughout the state of Florida and (2) evaluates prior funding cycles to determine what changes or additions should be added to the Rule, competitive solicitations, and the Qualified Allocation Plan (QAP). The proposed amendments to the Rule and adopted reference material include changes that will create a formulated process for selecting Developments that will apply under these funding programs.

SUMMARY OF STATEMENT OF ESTIMATED REGULATORY COSTS AND LEGISLATIVE RATIFICATION:

The Agency has determined that this will not have an adverse impact on small business or likely increase directly or indirectly regulatory costs in excess of \$200,000 in the aggregate within one year after the implementation of the rule. A SERC has not been prepared by the agency.

The Agency has determined that the proposed rule is not expected to require legislative ratification based on the statement of estimated regulatory costs or if no SERC is required, the information expressly relied upon and described herein: The Agency has determined that the proposed rule is not expected to require legislative ratification based on the statement of estimated regulatory costs or if no SERC is required, the information expressly relied upon and described herein: The rule is not likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule. The rule is not likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule. In addition, the rule is not likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule. Any person who wishes to provide information regarding the statement of estimated regulatory

costs, or to provide a proposal for a lower cost regulatory alternative must do so in writing within 21 days of this notice. Any person who wishes to provide information regarding a statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative must do so in writing within 21 days of this notice.

RULEMAKING AUTHORITY: 420.507 FS.

LAW IMPLEMENTED: 420.5087, 420.5089, 420.5099 FS.

A HEARING WILL BE HELD AT THE DATE, TIME AND PLACE SHOWN BELOW:

DATE AND TIME: September 3, 2013, 10:00 a.m.

PLACE: Florida Housing Finance Corporation, 227 North Bronough Street, 6th Floor Seltzer Room, Tallahassee, Florida 32301

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: Jean Salmons, (850) 488-4197. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE IS: Kevin Tatreau, Director of Multifamily Programs, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32031-1329, (850)488-4197

THE FULL TEXT OF THE PROPOSED RULE IS:

PART I ADMINISTRATION

67-48.001 Purpose and Intent.

The purpose of this rule chapter is to establish the procedures by which the Corporation shall:

(1) ~~Address~~ ~~Administer the Application process,~~ ~~determine~~ loan amounts, make and service mortgage loans for new construction or Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation of affordable rental units under the State Apartment Incentive Loan (SAIL) Program authorized by Section 420.5087, F.S., and the HOME Investment Partnerships (HOME) Program authorized by Section 420.5089, F.S.; and

(2) ~~Address Competitive Administer the Application process,~~ ~~determine~~ Housing Credit amounts and implement the provisions of the Housing Credit (HC) Program authorized by Section 42 of the IRC and Section 420.5099, F.S.

Rulemaking Authority 420.507 FS. Law Implemented 420.5087, 420.5089(2), 420.5099 FS. History—New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 9I-48.001, Amended 11-9-98, Repromulgated 2-24-00, 2-22-01, Amended 3-17-02, Repromulgated 4-6-03, 3-21-

04, Amended 2-7-05, Repromulgated 1-29-06, 4-1-07, Amended 3-30-08, Repromulgated 8-6-09, Amended 11-22-11, _____.

67-48.002 Definitions.

(1) “ACC” or “Annual Contributions Contract” means a contract between HUD and a Public Housing Authority containing the terms and conditions under which HUD assists in providing for development of housing units, modernization of housing units, operation of housing units, or a combination of the foregoing.

(2) “Act” means the Florida Housing Finance Corporation Act as found in Chapter 420, Part V, F.S.

(3) “Address” means the address ~~assigned by the United States Postal Service and must include~~ address number, street name and city ~~or. For Developments for which the address has not yet been assigned, include~~, at a minimum, the street name, closest designated intersection, and whether or not the Development is located within a city or in the unincorporated area of the county. If located within a city, include the name of the city.

(4) “Adjusted Income” means, with respect to a HOME Development, the gross income from wages, income from assets, regular cash or noncash contributions, and any other resources and benefits determined to be income by HUD, adjusted for family size, minus the deductions allowable under 24 CFR § 5.611, ~~which is adopted and incorporated herein by reference and available on the Corporation’s Website under the 2011 Universal Application link labeled Related References and Links or from~~ ~~http://www.flrules.org/Gateway/reference.asp?No=Ref_00451.~~

(5) “Affiliate” means any person that:;

(a)(i) ~~D~~irectly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Applicant or Developer,

(b)(ii) ~~S~~erves as an officer or director of the Applicant or Developer or of any Affiliate of the Applicant or Developer,

(c)(iii) ~~D~~irectly or indirectly receives or will receive a financial benefit from a Development except as further described in Rule 67-48.0075, F.A.C., or

(d)(iv) ~~I~~s the spouse, parent, child, sibling, or relative by marriage of a person described in (a)(i), (b)(ii) or (c)(iii) above.

(6) “ALF” or “Assisted Living Facility” means a Florida licensed living facility that complies with Sections 429.01 through 429.54, F.S., and Chapter 58A-5, F.A.C.

(7) “Allocation Authority” means the total dollar volume of the state of Florida’s Competitive Housing Credits ceiling available for distribution by the Corporation and authorized pursuant to Section 42 of the IRC.

(8) “Applicable Fraction” means Applicable Fraction as defined in Section 42(c)(1)(B) of the IRC.

(9) “Applicant” means any person or legally formed entity that is seeking a loan or funding from the Corporation by submitting an Application or responding to a competitive solicitation pursuant to Rule Chapter 67-60, F.A.C. request for proposal for one or more of the Corporation’s programs. For purposes of Rules 67-48.0105, 67-48.0205 and 67-48.031, F.A.C., Applicant also includes any assigns or successors in interest of the Applicant.

(10) “Application” means the sealed response submitted to participate in a competitive solicitation for funding pursuant to Rule Chapter 67-60, F.A.C forms and exhibits created by the Corporation for the purpose of providing the means to apply for one or more Corporation programs. A completed Application may include additional supporting documentation provided by an Applicant.

(11) ~~“Application Deadline” means 5:00 p.m., Eastern Time, on the final day of the Application Period.~~

(12) ~~“Application Period” means a period during which Applications shall be accepted as posted on the Corporation’s Website and with a deadline no less than 21 Calendar Days from the beginning of the Application Period.~~

(11)(13) “Binding Commitment” means, with respect to a Housing Credit Development, an agreement between the Corporation and an Applicant by which the Corporation allocates and the Applicant accepts Housing Credits from a later year’s Allocation Authority in accordance with Section 42(h)(1)(C) of the IRC.

(12)(14) “Board of Directors” or “Board” means the Board of Directors of the Corporation.

(13)(15) “Building Identification Number” means, with respect to a Housing Credit Development, the number assigned by the Corporation to describe each building in a Housing Credit Development, pursuant to Internal Revenue Service Notice 88-91, ~~which is incorporated by reference and available on the Corporation’s Website under the 2011 Universal Application link labeled Related References and Links or from <http://www.flrules.org/Gateway/reference.asp?No=Ref 00487>.~~

(14)(16) “Calendar Days” means, the seven (7) days of the week.

(15)(17) “Carryover” means the provision under Section 42 of the IRC and Rule 67-48.028, F.A.C., which allows a Development to receive a Housing Credit Allocation in a given calendar year and be placed in service by the close of the second calendar year following the calendar year in which the allocation is made.

(16)(18) “Catchment Area” means the geographical area covered under a Local Homeless Assistance Continuum of Care Plan, as designated and revised as necessary by the State Office on Homelessness, in accordance with Section 420.624, F.S.

(17)(19) “CHDOs” or “Community Housing Development Organizations” means Community housing development organizations as defined in Section 420.503, F.S., and 24 CFR Part 92.

(18)(20) “Commercial Fishing Worker” means Commercial fishing worker as defined in Section 420.503, F.S.

(19)(21) “Commercial Fishing Worker Household” means a household of one or more persons wherein at least one member of the household is a Commercial Fishing Worker at the time of initial occupancy.

(20)(22) “Competitive Housing Credits” or “Competitive HC” means those Housing Credits which come from the Corporation’s annual Allocation Authority.

(21)(23) “Compliance Period” means a period of time that the Development shall conform to all set-aside requirements as described further in the rule chapter and agreed to by the Applicant in the Application.

(22)(24) “Consolidated Plan” means the plan prepared in accordance with 24 CFR Part 91, which ~~is adopted and incorporated herein by reference and available on the Corporation’s Website under the 2011 Universal Application link labeled Related References and Links or from <http://www.flrules.org/Gateway/reference.asp?No=Ref 00449>, and which~~ describes needs, resources, priorities and proposed activities to be undertaken with respect to certain HUD programs, including the HOME Program.

(23)(25) “Contact Person” means the person with whom the Corporation will correspond concerning the Application and the Development. This person cannot be a third-party consultant.

(24)(26) “Corporation” means the Florida Housing Finance Corporation as defined in Section 420.503, F.S.

(25)(27) “Credit Underwriter” means the independent contractor under contract with the Corporation having the responsibility for providing stated credit underwriting services.

(26)(28) “DDA” or “Difficult Development Area” means:

(a)(i) Areas designated by the Secretary of Housing and Urban Development as having high construction, land, and utility costs relative to area median gross income in accordance with Section 42(d)(5)(B), of the IRC, and

(b)(ii) Developments designated by the Corporation in accordance with the ~~2014~~ 2012 QAP.

(27)(29) “Department” means the Department of Economic Opportunity as defined in Section 420.503, F.S.

(28)(30) “Developer” means any individual, association, corporation, joint venturer, or partnership which possesses the requisite skill, experience, and credit worthiness to successfully produce affordable housing as required in the Application.

~~(29)(31)~~ “Development” means Project as defined in Section 420.503, F.S.

~~(30)(32)~~ “Development Cash Flow” means, with respect to SAIL Developments as well as HOME Developments when the HOME Development is also at least partially financed with a MMRB Loan (as defined in Rule Chapter 67-21, F.A.C.), ~~cash transactions-flow~~ of the Development as calculated in the statement of cash flows prepared in accordance with generally accepted accounting principles (“GAAP”), ~~and~~ as adjusted for any cash transactions that are subordinate to the SAIL loan interest payment items including any distribution or payment to the Applicant or Developer, Principal(s) of the Applicant or Developer or any Affiliate of the Principal(s) of the Applicant or Developer, or to the Developer or any Affiliate of the Developer, whether paid directly or indirectly, which was not expressly disclosed in determining debt service coverage in the Board approved final credit underwriting report.

~~(31)(33)~~ “Development Cost” means the total of all costs incurred in the completion of a Development excluding developer fee and total land cost as shown in the Development Cost line item on the development cost pro forma within the Application.

~~(32)(34)~~ “Development Expenses” means, with respect to SAIL Developments as well as HOME Developments when the HOME Development is also at least partially financed with a MMRB Loan (as defined in Rule Chapter 67-21, F.A.C.), usual and customary operating and financial costs, such as the compliance monitoring fee, the financial monitoring fee, replacement reserves, the servicing fee and the debt service reserves. As it relates to SAIL Developments as well as HOME Developments when the HOME Development is also at least partially financed with a MMRB Loan (as defined in Rule Chapter 67-21, F.A.C.) and to the application of Development Cash Flow described in subsections 67-48.010(5) and (6), F.A.C., as it relates to SAIL Developments or in subsection 67-48.020(3)(b), F.A.C., as it relates to HOME Developments, the term includes only those expenses disclosed in the operating pro forma included in the final credit underwriting report, as approved by the Board, and maximum of 20 percent deferred Developer fee per year.

~~(33)(35)~~ “Development Location Point” means, ~~with respect to a non-competitive Housing Credit Development,~~ a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development.

~~(34)(36)~~ “Document” means electronic media, written or

graphic matter, of any kind whatsoever, however produced or reproduced, including records, reports, memoranda, minutes, notes, graphs, maps, charts, contracts, opinions, studies, analysis, photographs, financial statements and correspondence as well as any other tangible thing on which information is recorded.

~~(35)(37)~~ “Domestic Violence” means Domestic violence as defined in Section 741.28, F.S.

~~(36)(38)~~ “Draw” means the disbursement of funds to a Development.

~~(37)(39)~~ “Elderly” means Elderly as defined in Section 420.503, F.S.

~~(38)(40)~~ “ELI Household” or “Extremely Low Income Household” means a household of one or more persons wherein the annual adjusted gross income for the Family is equal to or below the percentage of area median income for ELI Persons.

~~(39)(41)~~ “ELI Persons” or “Extremely Low Income Persons” means Extremely low income persons as defined in Section 420.0004(9)(8), F.S., ~~and for the Universal Cycle, will be as outlined in the ELI County Chart included in the Set-Aside Commitments section of the Universal Application instructions.~~

~~(40)(42)~~ “ELI Set-Aside” or “Extremely Low Income Set-Aside” means the number of units designated to serve ELI Households.

~~(41)(43)~~ “Eligible Persons” means one or more natural persons or a family, irrespective of race, creed, national origin, or sex, determined by the Corporation to be of Low Income or Very Low Income, as further described in Rule 67-48.0075, F.A.C.

~~(42)(44)~~ “EUA” or “Extended Use Agreement” means, with respect to the HC Program, an agreement which sets forth the set-aside requirements and other Development requirements under the HC Program.

~~(43)(45)~~ “Executive Director” means the Executive Director of the Corporation.

~~(44)(46)~~ “Family” describes a household composed of one or more persons.

~~(45)(47)~~ “Farmworker” means Farmworker as defined in Section 420.503, F.S.

~~(46)(48)~~ “Farmworker Household” means a household of one or more persons wherein at least one member of the household is a Farmworker at the time of initial occupancy.

~~(47)(49)~~ “Final Housing Credit Allocation” means, with respect to a Housing Credit Development, the issuance of Housing Credits to an Applicant upon completion of construction or Rehabilitation of a Development and submission to the Corporation by the Applicant of a completed and executed Final Cost Certification Application pursuant to Rule 67-48.023, F.A.C.

~~(48)(50)~~ “Financial Beneficiary” means any Principal of the Developer or Applicant entity who receives or will receive any direct or indirect financial benefit from a Development except as further described in Rule 67-48.0075, F.A.C.

~~(49)(51)~~ “Financial Institution” means Lending institution as defined in Section 420.503, F.S.

~~(50)(52)~~ “Florida Keys Area” means all lands in Monroe County, except:

(a) That portion of Monroe County included within the designated exterior boundaries of the Everglades National Park and areas north of said Park;

(b) All lands more than 250 feet seaward of the mean high water line owned by local, state, or federal governments; and

(c) Federal properties.

~~(53)~~ “Funding Cycle” means the period of time commencing with the Notice of Funding Availability or Notice of Credit Availability pursuant to this rule chapter and concluding with the issuance of allocations or loans to Applicants who applied during a given Application Period.

~~(51)(54)~~ “General Contractor” means a person or entity duly licensed in the state of Florida with the requisite skills, experience and credit worthiness to successfully provide the units required in the Application, and which meets the criteria described in Rule 67-48.0072, F.A.C.

~~(52)(55)~~ “Geographic Set-Aside” means the amount of Allocation Authority or funding which has been designated by the Corporation to be allocated for Developments located in specific geographical regions within the state of Florida.

~~(53)(56)~~ “HC” or “Housing Credit Program” means the rental housing program administered by the Corporation pursuant to Section 42 of the IRC and Section 420.5099, F.S., under which the Corporation is designated the Housing Credit agency for the state of Florida within the meaning of:

(a) Section 42(h)(7)(A) of the IRC,

(b) This rule chapter regarding Competitive Housing Credits, and

(c) Rule Chapter 67-21 67-48, F.A.C., regarding Non-Competitive Housing Credits.

~~(54)(57)~~ “HOME” or “HOME Program” means the HOME Investment Partnerships Program administered by the Corporation pursuant to 24 CFR Part 92, ~~which is adopted and incorporated herein by reference and available on the Corporation’s Website under the 2011 Universal Application link labeled Related References and Links or from <http://www.flrules.org/Gateway/reference.asp?No=Ref-00450>, and Section 420.5089, F.S.~~

~~(55)(58)~~ “HOME-Assisted Unit” means the specific units that are funded with HOME funds. HOME units shall adhere to rent controls and income targeting requirements pursuant to 24 CFR § 92.252.

~~(56)(59)~~ “HOME Development” means any Development

which receives financial assistance from the Corporation under the HOME Program.

~~(57)(60)~~ “HOME Rental Development” means a Development proposed to be constructed or rehabilitated with HOME funds.

~~(58)(61)~~ “HOME Rent-Restricted Unit” means the maximum allowable rents designed to ensure affordability on the HOME-Assisted Units.

~~(59)(62)~~ “Homeless” means Homeless as defined in Section 420.621, F.S.

~~(60)(63)~~ “Housing Credit” means the tax credit issued in exchange for the development of rental housing pursuant to:

(a) Section 42 of the IRC, ~~and~~

(b) The provisions of this rule chapter regarding Competitive Housing Credits, and

(c) The provisions of Rule Chapter 67-21 67-48, F.A.C., regarding Non-Competitive Housing Credits.

~~(61)(64)~~ “Housing Credit Allocation” means the amount of Housing Credits determined by the Corporation as necessary to make a Development financially feasible and viable throughout the Development’s Compliance Period pursuant to Section 42(m)(2)(A) of the IRC.

~~(62)(65)~~ “Housing Credit Development” means the proposed or existing rental housing Development(s) for which Housing Credits have been applied or received.

~~(63)(66)~~ “Housing Credit Extended Use Period” means, with respect to any building that is included in a Housing Credit Development, the period that begins on the first day of the Compliance Period in which such building is part of the Development and ends on the later of:

(a) ~~(i)~~ The date specified by the Corporation in the Extended Use Agreement or

(b) ~~(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 IRC.

~~(64)(67)~~ “Housing Credit Period” means with respect to any building that is included in a Housing Credit Development, the period of 10 years beginning with:

(a) The taxable year in which such building is placed in service, or

(b) At the election of the Developer, the succeeding taxable year.

~~(65)(68)~~ “Housing Credit Rent-Restricted Unit” means, with respect to a Housing Credit Development, a unit for which the gross rent does not exceed 30 percent of the imputed income limitation applicable to such unit as chosen by the Applicant in the Application and in accordance with Section 42 of the IRC.

~~(66)(69)~~ “Housing Credit Set-Aside” means the number of units in a Housing Credit Development necessary to satisfy the percentage of units set-aside at 60 percent of the Area

Median Income (AMI) or less as chosen by the Applicant in the Application.

~~(67)(70)~~ “Housing Credit Syndicator” means a person, partnership, corporation, trust or other entity that regularly engages in the purchase of interests in entities that produce Qualified Low Income Housing Projects [as defined in Section 42(g) of the Internal Revenue Code].

~~(68)(71)~~ “Housing Provider” means, with respect to a HOME Development, Local Government, consortia approved by HUD under 24 CFR Part 92, for-profit and Non-profit Developers, and qualified CHDOs, with demonstrated capacity to construct or rehabilitate affordable housing.

~~(69)(72)~~ “HUD” means the United States Department of Housing and Urban Development.

~~(70)(73)~~ “IRC” means Section 42 and subsections 501(c)(3) and 501(c)(4) of the Internal Revenue Code of 1986, ~~as in effect on the date of this rule chapter~~, together with corresponding and applicable final, temporary or proposed regulations, notices, and revenue rulings issued with respect thereto by the Treasury or the Internal Revenue Service of the United States, ~~which are incorporated by reference and available on the Corporation’s Website under the 2011 Universal Application link labeled Related References and Links~~ or from ~~http://www.flrules.org/Gateway/reference.asp?No=Ref 00498 and http://www.flrules.org/Gateway/reference.asp?No=Ref 00452.~~

~~(71)(74)~~ “Lead Agency” means a Local Government or non-profit serving as the point of contact and accountability to the State Office on Homelessness with respect to the Local Homeless Assistance of Continuum of Care Plan, in accordance with Section 420.624, F.S.

~~(72)(75)~~ “Local Government” means Local government as defined in Section 420.503, F.S.

~~(73)(76)~~ “Local Homeless Assistance Continuum of Care Plan” means a plan for developing and implementing a framework for a comprehensive and seamless array of housing and services to address the needs of homeless persons and persons at risk for homelessness, in accordance with Section 420.624, F.S.

~~(74)(77)~~ “Low Income” means the Adjusted Income for a Family which does not exceed 80 percent of the area median income.

~~(75)(78)~~ “LURA” or “Land Use Restriction Agreement” means an agreement which sets forth the set-aside requirements and other Development requirements under a Corporation program.

~~(76)(79)~~ “Match” means non-federal contributions to a HOME Development eligible pursuant to 24 CFR Part 92.

~~(77)(80)~~ “Moderate Rehabilitation” means, with respect to the SAIL Program, Moderate rehabilitation as defined in Section 420.503, F.S.

~~(78)(81)~~ “Mortgage” means Mortgage as defined in Section 420.503, F.S.

~~(79)~~ “Non-Competitive Housing Credits” means the Housing Credits which qualify to be used with Tax-Exempt Bond-Financed Developments and do not come from the Corporation’s annual Allocation Authority.

~~(80)(82)~~ “Non-Profit” means a qualified non-profit entity as defined in Section 42(h)(5)(C), subsection 501(c)(3) or 501(c)(4) of the IRC and organized under Chapter 617, F.S., if a Florida Corporation, or organized under similar state law if organized in a jurisdiction other than Florida, to provide housing and other services on a not-for-profit basis, which owns at least 51 percent of the ownership interest in the Development held by the general partner or managing member entity, which shall receive at least 25 percent of the Developer fee, and which entity is acceptable to federal and state agencies and financial institutions as a Sponsor for affordable housing, as further described in Rule 67-48.0075, F.A.C.

~~(81)(83)~~ “Note” means a unilateral agreement containing an express and absolute promise to pay to the Corporation a principal sum of money on a specified date, which provides the interest rate and is secured by a Mortgage.

~~(82)(84)~~ “PBRA” or “Project-Based Rental Assistance” means a rental subsidy through a contract with HUD or RD for a property.

~~(83)(85)~~ “Person with a Disability” means, pursuant to Section 3 of the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008, ~~which is incorporated by reference and available on the Corporation’s Website under the 2011 Universal Application link labeled Related References and Links~~ or from ~~http://www.flrules.org/Gateway/reference.asp?No=Ref 00455~~, an individual to which both of the following applies:

(a)(i) The individual has a physical or mental impairment that substantially limits one or more of the major life activities of such individual, and

(b)(ii) The individual is currently or was formerly regarded as having an existing record of such an impairment.

~~(84)~~ “Persons with Special Needs” means Person with special needs as defined in Section 420.0004(13), F.S.

~~(85)(86)~~ “PHA” or “Public Housing Authority” means a housing authority under Chapter 421, F.S.

~~(86)(87)~~ “Portfolio Diversification” means a distribution of SAIL and HOME Program loans to Developments in varying geographic locations with varying design structures and sizes and with different types and identity of Sponsors.

~~(87)(88)~~ “Preliminary Allocation” means a non-binding reservation of Housing Credits issued to a Housing Credit Development which has demonstrated a need for Housing Credits and received a positive recommendation from the Credit Underwriter.

~~(89) “Preliminary Determination” means an initial determination by the Corporation of the amount of Housing Credits outside the Allocation Authority needed from the Treasury to make a Tax Exempt Bond Financed Development financially feasible and viable.~~

~~(88)(90) “Preservation” means Rehabilitation of an existing developments that was ~~were~~ originally built in 1994 ~~1992~~ or earlier and was either ~~were~~ originally financed or is currently financed through one or more of the following HUD or RD programs: Sections 202, 236, 514, 515, or 516, or either has PBRA or is ~~and~~ public housing assisted through ACC. Such developments must not have closed on funding from HUD or RD after 1994 ~~1992~~ where the budget was at least \$10,000 per unit for substantial ~~rehabilitation in any year or moderate~~ rehabilitation.~~

~~(89)(91) “Principal” means:~~

~~(a)(i) Any general partner of an Applicant or Developer, any limited partner of an Applicant or Developer, any manager or member of an Applicant or Developer, any officer, director or shareholder of an Applicant or Developer,~~

~~(b)(ii) Any officer, director, shareholder, manager, member, general partner or limited partner of any general partner or limited partner of an Applicant or Developer,~~

~~(c)(iii) Any officer, director, shareholder, manager, member, general partner or limited partner of any manager or member of an Applicant or Developer, and~~

~~(d)(iv) Any officer, director, shareholder, manager, member, general partner or limited partner of any shareholder of an Applicant or Developer.~~

~~(90)(92) “Progress Report” or “Form Q/M Report” means, with respect to a Housing Credit Development, a report format that is required to be completed and submitted to the Corporation pursuant to Rule 67-48.028, F.A.C., and is adopted and incorporated herein by reference, effective January 2007. A copy of such form is available on the Corporation’s Website under the Multifamily Programs 2011 Universal Application link labeled Related References and Links or from _____ or by contacting the Housing Credit Program at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329.~~

~~(91)(93) “Project” or “Property” means Project as defined in Section 420.503, F.S.~~

~~(92)(94) “QAP” or “Qualified Allocation Plan” means, with respect to the HC Program, the 2014 ~~2012~~ Qualified Allocation Plan which is adopted and incorporated herein by reference, effective upon approval by the Governor of the state of Florida, pursuant to Section 42(m)(1)(B) of the IRC and sets forth the selection criteria and the preferences of the Corporation for Developments which will receive Housing Credits. The QAP is available on the Corporation’s Website under the Multifamily Programs 2011 Universal Application~~

link labeled Related References and Links or by contacting the Housing Credit Program at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, or from _____.

~~(93)(95) “QCT” or “Qualified Census Tract” means any census tract which is designated by the Secretary of Housing and Urban Development as having either 50 percent or more of the households at an income which is less than 60 percent of the area median gross income, or a poverty rate of at least 25 percent, in accordance with Section 42(d)(5)(B) of the IRC.~~

~~(94)(96) “RD” or “Rural Development” means Rural Development Services (formerly the “Farmer’s Home Administration” or “FmHA”) of the United States Department of Agriculture.~~

~~(97) “Received” as it relates to delivery of a document by a specified deadline means, unless otherwise indicated, delivery by hand, United States Postal Service or other courier service, in the office of the Corporation no later than 5:00 p.m., Eastern Time, on the deadline date.~~

~~(95)(98) “Redevelopment” means:~~

~~(a)(i) Wwith regard to a proposed Developments that involves demolition of multifamily rental residential existing structures currently or previously existing that were originally built in 1984 ~~1982~~ or earlier and either originally received financing or are currently financed through one or more of the following HUD or RD programs: Sections 202, 236, 514, 515, 516, or have PBRA; and new construction of replacement structures on the same site maintaining at least the same number of PBRA units; or~~

~~(b)(ii) Wwith regard to proposed Developments that involve a PHA, demolition of existing public housing structures currently or previously existing on a site with a Declaration of Trust that were originally built in 1984 ~~1982~~ or earlier and that are assisted through ACC; and new construction on the same site, providing at least 25 percent of the total new units with PBRA, ACC, or both, after Redevelopment.~~

~~(96)(99) “Rehabilitation” means, with respect to the HOME and Housing Credit Program(s), the alteration, improvement or modification of an existing structure where less than 50 percent of the proposed construction work consists of new construction, as further described in Rule 67-48.0075, F.A.C.~~

~~(97)(100) “Review Committee” means a committee established pursuant to Rule Chapter 67-60, F.A.C. Sections 420.5087 and 420.5089, F.S.~~

~~(101) “RRLP” or “RRLP Program” means the Rental Recovery Loan Program which was created pursuant to Section 3, Chapter 2005-92, and Section 31, Chapter 2006-69, L.O.F., to facilitate the allocation of RRLP loans.~~

~~(98)(102) “SAIL” or “SAIL Program” means the State Apartment Incentive Loan Program created pursuant to~~

Sections 420.507(22) and 420.5087, F.S.

~~(99)(103)~~ “SAIL Development” means a residential development comprised of one (1) or more residential buildings, each containing five (5) or more dwelling units and functionally related facilities, proposed to be constructed or substantially rehabilitated with SAIL funds for Eligible Persons.

~~(100)(104)~~ “SAIL Minimum Set-Aside Requirement” means the least number of set-aside units in a SAIL Development which must be held for Very Low-Income persons or households pursuant to the category (i.e., Family, Elderly, Homeless, Persons with Special Needs, or Farmworker and Commercial Fishing Worker) under which the Application has been made, as further described in Rule 67-48.009, F.A.C.

~~(101)(105)~~ “Scattered Sites,” as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a “Scattered Site”). For purposes of this definition “contiguous” means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement, provided the easement is not a roadway or street.

~~(102)(106)~~ “Section 8 Eligible” means a Family with an income which meets the income eligibility requirements of Section 8 of the United States Housing Act of 1937, ~~which is adopted and incorporated herein by reference and available on the Corporation’s Website under the 2011 Universal Application link labeled Related References and Links or from <http://www.flrules.org/Gateway/reference.asp?No=Ref 00497>~~.

~~(103)(107)~~ “Single Room Occupancy” or “SRO” means housing, consisting of single room dwelling units, that is the primary residence of its occupant or occupants. An SRO does not include facilities for students.

~~(104)(108)~~ “Special Needs Household” means a household consisting of a Family that is considered to be Homeless, a survivor of Domestic Violence, a Person with a Disability, or Youth Aging Out of Foster Care. These households require initial, intermittent or on-going supportive services from one or more community based service providers to obtain and retain stable, adequate and safe housing in their communities.

~~(105)(109)~~ “Special Needs Household Referral Agency” means an organization that is designated and authorized by legislative mandate or the responsible federal or state agency to plan, coordinate and administer the provision of federal or state supportive services or long-term care programs for at least one Special Needs Household population ~~a participating organization that is included on the Special Needs Household Referral Agency Participation List, effective 1/12/09,~~

~~incorporated by reference and available on the Corporation’s Website under the 2011 Universal Application link labeled Related References and Links or from <http://www.flrules.org/Gateway/reference.asp?No=Ref 00500>~~.

~~(106)(110)~~ “Sponsor” means Sponsor as defined in Section 420.503, F.S.

~~(107)(111)~~ “State Office on Homelessness” means the office created within the Department of Children and Family Services under Section 420.622, F.S.

~~(108)(112)~~ “Substantial Rehabilitation” means, with respect to the SAIL Program, to bring a Development back to its original state with added improvements, where the value of such repairs or improvements (excluding the costs of acquiring or moving a structure) exceeds 40 percent of the appraised as is value (excluding land) of such Development before repair and less than 50 percent of the proposed construction work consists of new construction. For purposes of this definition, the value of the repairs or improvements means the Development Cost. To be considered “Substantial Rehabilitation,” there must be at least the foundations remaining from the previous structures, suitable to support the proposed construction.

~~(109)(113)~~ “Tax-Exempt Bond-Financed Development” means a Development which has been financed by the issuance of tax-exempt bonds subject to applicable volume cap pursuant to Section 42(h)(4) of the IRC.

~~(114) “Tie Breaker Measurement Point” means, with respect to a Competitive Housing Credit Development, a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on the site with the most units that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development.~~

~~(110)(115)~~ “Total Development Cost” means the total of all costs incurred in the completion of a Development, all of which shall be subject to the review and approval by the Credit Underwriter and the Corporation pursuant to this rule chapter, and as further described in Rule 67-48.0075, F.A.C.

~~(111)(116)~~ “Treasury” means the United States Department of Treasury or other agency or instrumentality created or chartered by the United States to which the powers of the Department of Treasury have been transferred.

~~(112)(117)~~ “Universal Application Cycle” means the previous application process that offered Housing Credits from the previous years’ Housing Credit allocation ~~any Funding Cycle provided for in this or previous versions of this rule chapter.~~

~~(118) “Urban In Fill Development” means a Development (i) in a site or area that is targeted for in fill housing or neighborhood revitalization by the local, county, state or federal government as evidenced by its inclusion in a HUD Empowerment/Enterprise Zone, a HUD approved Neighborhood Revitalization Strategy, Florida Enterprise Zone, area designated under a Community Development Block Grant (CDBG), area designated as HOPE VI or Front Porch Florida Community, or a Community Redevelopment Area as described and defined in the Florida Community Redevelopment Act of 1969, or the proposed Development is located in a Qualified Census Tract and the development of which contributes to a concerted community revitalization plan, and (ii) in a site which is located in an area that is already developed and part of an incorporated area or existing urban service area.~~

~~(113)~~(119) “Very Low-Income” means

(a) With respect to the SAIL Program,

1. If using tax-exempt bond financing for the first mortgage, income which meets the income eligibility requirements of Section 8 of the United States Housing Act of 1937, as in effect on the date of this rule chapter; or

2. If using taxable financing for the first mortgage, total annual gross household income which does not exceed 50 percent of the median income adjusted for family size, or 50 percent of the median income adjusted for family size for households within the metropolitan statistical area (MSA), within the county in which the Family resides, or within the state of Florida, whichever is greater; or

3. If used in a Development using Housing Credits, income which meets the income eligibility requirements of Section 42 of the IRC; or

(b) With respect to the HOME Program, income which does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for family size, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on a basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

~~(114)~~(120) “Website” means the Florida Housing Finance Corporation’s website, the Universal Resource Locator (URL) for which is www.floridahousing.org.

~~(115)~~(121) “Youth Aging Out of Foster Care” means youth or young adults participating in independent living transition services pursuant to Section 409.1451, F.S., and meeting the eligibility requirements pursuant to Section 409.1451(2)(b), F.S.

Rulemaking Authority 420.507 FS. Law Implemented 420.5087, 420.5089(2) FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 91-48.002, Amended 11-9-98, 2-24-00, 2-22-01, 3-

17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 5-31-09, 8-6-09, 11-22-11, _____.

~~67-48.004 Application and Selection Procedures for Developments.~~

~~(1) When submitting an Application, Applicants must utilize the Universal Application in effect at the Application Deadline.~~

~~(a) The Universal Application Package or UA1016 (Rev. 2-11) is adopted and incorporated herein by reference and consists of the forms and instructions available, without charge, on the Corporation’s Website under the 2011 Universal Application link labeled Instructions and Application or from <http://www.flrules.org/Gateway/reference.asp?No=Ref-00703>, which shall be completed and submitted to the Corporation in accordance with this rule chapter in order to apply for the HOME and HC Program(s).~~

~~(b) All Applications must be complete, legible and timely when submitted, except as described below. Corporation staff may not assist any Applicant by copying, collating, or adding documents to an Application nor shall any Applicant be permitted to use the Corporation’s facilities or equipment for purposes of compiling or completing an Application.~~

~~(2) Failure to submit an Application completed in accordance with the Application instructions and these rules will result in the failure to meet threshold, rejection of the Application, a score less than the maximum available, or a combination of these results in accordance with the instructions in the Application and this rule chapter.~~

~~(3) Each submitted Application shall be evaluated and preliminarily scored using the factors specified in the Universal Application Package and these rules. Preliminary scores shall be transmitted to all Applicants.~~

~~(4) Applicants who wish to notify the Corporation of possible scoring errors relative to another Applicant’s Application will be provided a time period for filing a written Notice of Possible Scoring Error (NOPSE). Such time period will be no fewer than three (3) Calendar Days from the date the preliminary scores are sent by overnight delivery by the Corporation. The deadline for filing a NOPSE will be provided at the time the preliminary scores are issued. Each NOPSE must specify the assigned Application number of the Applicant submitting the NOPSE, the assigned Application number of the Application in question and the scores in question, as well as describe the alleged deficiencies in detail. Each NOPSE is limited to the review of only one Application’s score. Any NOPSE that seeks the review of more than one Application’s score will be considered improperly filed and ineligible for review. There is no limit to the number of NOPSEs that may be submitted. The~~

Corporation's staff will review each written NOPSE Received timely. To be considered Received timely, the Applicant must submit one (1) original hard copy and three (3) photocopies of each NOPSE. The Corporation will not consider any NOPSE submitted via facsimile or other electronic transmission.

(5) The Corporation shall transmit to each Applicant the NOPSEs submitted by other Applicants with regard to its Application. The notice shall also include the Corporation's decision regarding the NOPSE, along with any other items identified by the Corporation to be addressed by the Applicant, which may include financial obligations for which an Applicant or Developer or Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer is in arrears to the Corporation or any agent or assignee of the Corporation as of the due date for NOPSE filing as set forth in subsection (4) above.

(6) Each Applicant shall be allowed to cure its Application by submitting additional documentation, revised pages and such other information as the Applicant deems appropriate ("cures") to address the issues raised pursuant to subsections (3) and (5) above that could result in failure to meet threshold or a score less than the maximum available. The time period for submitting the "cures" will be no fewer than three (3) Calendar Days from the date the notice set forth in subsection (5) above is sent by overnight delivery by the Corporation. Such notice will provide the deadline for submitting the "cures." A new form, page or exhibit provided to the Corporation during this period shall be considered a replacement of that form, page or exhibit if such form, page or exhibit was previously submitted in the Applicant's Application. Pages of the Application that are not revised or otherwise changed may not be resubmitted, except that documents executed by third parties must be submitted in their entirety, including all attachments and exhibits referenced therein, even if only a portion of the original document was revised. Where revised or additional information submitted by the Applicant creates an inconsistency with another item in that Application, the Applicant shall also be required in its submittal to make such other changes as necessary to keep the Application consistent as revised. To be considered by the Corporation, the Applicant must submit one (1) original hard copy and three (3) photocopies of all additional documentation and revisions, and such revisions, changes and other information must be Received by the deadline set forth herein. Any subsequent revision submitted prior to the deadline shall include a written request from the Applicant for withdrawal of any previously submitted revision(s).

(7) All Applicants may submit to the Corporation a Notice of Alleged Deficiencies (NOAD) in any other Application. The time period for submitting each NOAD will be no fewer than three (3) Calendar Days from the deadline

for receipt by the Corporation of the documentation set forth in subsection (6) above. The notice set forth in subsection (5) above will provide the deadline for submitting the NOAD. Each NOAD is limited only to issues created by document revisions, additions, or both, by the Applicant submitting the Application pursuant to subsection (6) above. Each NOAD must specify the assigned Application number of the Applicant submitting the NOAD, the assigned Application number of the Application in question, the pages and the documents in question, as well as describe the alleged deficiencies in detail. Each NOAD is limited to the review of only one Applicant's submission. However, there is no limit to the number of NOADs which may be submitted. NOADs which seek the review of more than one Applicant's submission will be considered improperly filed and ineligible for review. The Corporation will only review each written NOAD Received timely. To be considered Received timely, the Applicant must submit one (1) original hard copy and three (3) photocopies of each NOAD. The Corporation will not consider any NOAD submitted via facsimile or other electronic transmission.

(8) The Corporation shall transmit a copy of all NOADs to the affected Applicant.

(9) Following the receipt and review by the Corporation of the documentation described in subsections (5), (6) and (7) above, the Corporation shall then prepare final scores. In determining such final scores, no Application shall fail threshold or receive a point reduction as a result of any issues not previously identified in the notices described in subsections (3), (4) and (5) above. However, inconsistencies created by the Applicant as a result of information provided pursuant to subsections (6) and (7) above will still be justification for rejection of the Application, threshold failure, or reduction of points, as appropriate. Notwithstanding the foregoing, any deficiencies in the mandatory elements set forth in subsection (14) below can be identified at any time prior to sending the final scores to Applicants and will result in rejection of the Application. The Corporation shall then transmit final scores to all Applicants.

(10) The availability of any remaining funds or Allocation Authority shall be noticed or offered to a Development as approved by the Board of Directors. With respect to the HC Program, in the event there remains Allocation Authority after the Corporation has exhausted its waiting list of Applications during a Funding Cycle and time requirements preclude an Application Period and notice thereof, the Corporation shall allocate any unused Allocation Authority to any eligible Development meeting the requirements of Section 42 of the IRC and in accordance with the Qualified Allocation Plan.

(11) Except for Developments that have non-Corporation issued tax exempt bonds that submit a separate

~~Application for non-competitive Housing Credits. Applications shall be limited to one submission per subject property. Two or more Applications, submitted in the same competitive solicitation process Funding Cycle, that have the same demographic commitment and one or more of the same Financial Beneficiaries, will be considered submissions for the same Development if any of the following is true:~~

~~(a)(i) Any part of any of the property sites is contiguous with any part of any of the other property sites, or~~

~~(b)(ii) Any of the property sites are divided by a street or easement, or~~

~~(c)(iii) It is readily apparent from the Applications, proximity, chain of title, or other information available to the Corporation that the properties are part of a common or related scheme of development.~~

If two or more Applications are considered to be submissions for the same Development, the Corporation will reject all such Applications except the Application with the highest (worst) lottery number. The Application(s) with the lowest lottery number(s) will still be rejected even if the Applicant withdraws the Application with the highest (worst) lottery number.

~~(2)(12) If an the Board determines that any Applicant or any Affiliate of an Applicant:~~

~~(a) Has engaged in fraudulent actions;~~

~~(b) Has materially misrepresented information to the Corporation regarding any past or present Application or Development or any prior Application or prior Development;~~

~~(c) Has been convicted of fraud, theft or misappropriation of funds;~~

~~(d) Has been excluded from federal or Florida procurement programs for any reason; or~~

~~(e) Has been convicted of a felony;~~

The Applicant and any of the Applicant's Affiliates will be ineligible for funding or allocation in any program administered by the Corporation for a period of up to two (2) years, which will begin from the date the Board makes such determination or from the date the Corporation initiates a legal proceeding under this part. Such determination shall be either pursuant to a proceeding conducted pursuant to Sections 120.569 and 120.57, F.S., or as a result of a finding by a court of competent jurisdiction. When the Corporation initiates a proceeding under this part, all pending transactions under any program administered by the Corporation involving the Applicant or its Affiliates shall be suspended until the conclusion of such a proceeding.

~~(13) The Corporation shall reject an Application if, following the submission of the additional documentation, revised pages and other information as the Applicant deems appropriate as described in subsection (6) above:~~

~~(a) The Development is inconsistent with the purposes of~~

~~the SAIL, HOME, or HC Program(s) or does not conform to the Application requirements specified in this rule chapter;~~

~~(b) The Applicant fails to achieve the threshold requirements as detailed in these rules, the applicable Application, and Application instructions;~~

~~(c) The Applicant fails to file all applicable Application pages and exhibits which are provided by the Corporation and adopted under this rule chapter;~~

~~(d) The Applicant fails to satisfy any subsection (5) above. For purposes of the SAIL and HOME Programs, this rule subsection does not include permissible deferral of SAIL or HOME interest.~~

~~(3)(14) Notwithstanding any other provision of these rules, the following items as identified by the Applicant in the Application must be maintained there are certain items that must be included in the Application and cannot be changed by the Applicant revised, corrected or supplemented after the applicable submission, unless provided otherwise below Application Deadline. Failure to submit these items in the Application at the time of the Application Deadline shall result in rejection of the Application without opportunity to submit additional information. Any attempted changes to these items will not be accepted. Those items are as follows:~~

~~(a) Name of Applicant entity; notwithstanding the foregoing, the name of the Applicant entity may be changed only by written request of an Applicant to Corporation staff and approval of the Board as follows:~~

~~1.(i) After the Applicant has been invited to enter credit underwriting for the SAIL and HOME Programs and for Developments requesting non-competitive HC to be used with non-Corporation-issued tax-exempt bonds, and~~

~~2.(ii) After the Carryover Allocation Agreement is in effect for the Competitive HC Program.~~

With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of validity and consistency of Application documentation;

~~(b) Principals Identity of each Developer, including all co-Developers; notwithstanding the foregoing, the Principals identity of the Developer(s) may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of validity and consistency of Application documentation;~~

~~(c) Program(s) applied for;~~

~~(d) Applicant applying as a Non-Profit or for-profit organization, unless provided otherwise in a competitive solicitation;~~

~~(e) Site for the Development; notwithstanding the foregoing, after the Applicant has been invited to enter credit~~

underwriting and subject to written request of an Applicant to Corporation staff and approval of the Corporation, the site for the Development may be increased or decreased, as follows: ~~(i) for the Competitive HC, SAIL and HOME Programs provided the Development Location Tie Breaker Measurement Point is on the site and, if applicable, the total proximity points awarded during scoring are not reduced, and~~ In addition, if the increase of the site is such that the proposed Development now meets the definition of a Scattered Site, then the Applicant shall be required to provide such Scattered Sites information and meet all Scattered Sites requirements as required by Corporation staff. With regard to said approval, the Corporation shall consider the facts and circumstances of each Applicant's request, inclusive of validity and consistency of Application documentation ~~(ii) for Developments requesting non competitive HC provided the Development Location Point is on the site;~~

(f) Development Category;

(g) Development Type;

(h) Demographic Commitment;

(i) Total number of units; notwithstanding the foregoing, for the SAIL and HC Programs the total number of units may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. With regard to said approval, the Corporation shall consider the facts and circumstances, inclusive of each Applicant's request, in evaluating whether the changes made are prejudicial to the Development or to the market to be served by the Development;

(j) With regard to the SAIL and HC Programs, the Total Set-Aside Percentage as stated in the last row of the total set-aside breakdown chart for the program(s) applied for in the Set-Aside Commitment section of the Application. Notwithstanding the foregoing, for the SAIL and HC Programs, the Total Set-Aside Percentage may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. With regard to said approval, the Corporation shall consider the facts and circumstances, inclusive of each Applicant's request, in evaluating whether the changes made are prejudicial to the Development or to the market to be served by the Development ~~With regard to the HOME Program, the Total Set-Aside Percentage as stated in the Set-Aside Commitment section of the Application, unless the change results from the revision allowed under paragraph (l) below;~~

(k) CHDO election for the HOME Program;

(l) Funding Request Amount, exclusive of adjustments to any Housing Credit Request Amount by the Corporation as outlined in any applicable competitive solicitation;

~~notwithstanding the foregoing, requested amounts can be changed only as follows:~~

~~1. Reduced by the Applicant to reflect the maximum request amount allowed in those instances where an Applicant requested more than its request limit, or~~

~~2. When the county in which the Development is located is newly designated by HUD as a Difficult Development Area (DDA) after the Application Deadline but prior to the end of the cure period outlined in Rule 67 48.004, F.A.C.: (i) an Applicant, who has not failed threshold for exceeding its Competitive HC request limit, may increase its Competitive HC request by an amount equaling 30 percent, rounded to whole dollars, of the remainder of the Applicant's initial request amount provided the total request amount does not exceed the maximum Competitive HC request amount for the applicable county, or (ii) an Applicant, that failed threshold during preliminary scoring for requesting more than its Competitive HC request limit because the Development was not then designated as being in a DDA, may increase its Competitive HC request amount to the maximum allowable amount for the Development. If any Development elects to recognize any newly designated DDA status, then the Development must meet any minimum Competitive HC requests that are applicable.~~

~~(m) Submission of the Application online and submission of one original hard copy with the required number of photocopies of the Application by the Application Deadline;~~

~~(n) Payment of the required Application fee by the Application Deadline;~~

~~(o) The Application labeled "Original Hard Copy" must include a properly completed Applicant Certification and Acknowledgement form reflecting an original signature. All other items may be submitted as cures pursuant to subsection (6) above.~~

~~With regard to paragraphs (a) and (b) above, the Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested change.~~

~~(4)(15) A Development will be withdrawn from funding and any outstanding commitments for funds or HC will be rescinded if, at any time, the Board determines that the Applicant's Development or Development team is no longer the Development or Development team described in the Application or to the Credit Underwriter, and the changes made are prejudicial to the Development or to the market to be served by the Development.~~

~~(5)(16) If an Applicant or Developer or any Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer has any existing Developments participating in any Corporation programs that remain in non-compliance with Section 42 of the IRC, Title 67, F.A.C., or applicable loan~~

documents, and any applicable cure period granted for correcting such non-compliance has ended as of the time of submission of the Application or at the time of issuance of a credit underwriting report, the requested allocation will, upon a determination by the Board that such non-compliance substantially increases the likelihood that such Applicant or Developer will not be able to produce quality affordable housing, be denied and the Applicant or Developer and the Affiliates of the Applicant or Developer will be prohibited from new participation in any of the Corporation's programs ~~for the subsequent cycle and continuing~~ until such time as all of their existing Developments participating in any Corporation programs are in compliance.

~~(17) With respect to the SAIL, HOME and HC Program Applications, when two or more Applications receive the same numerical score, the Applications will be ranked as outlined in the Application instructions.~~

~~(18) At no time during the Application, scoring and appeal process may Applicants or their representatives contact Board members concerning their own Development or any other Applicant's Development. At no time from the Application Deadline until the issuance of the final scores as set forth in subsection (9) above, may Applicants or their representatives verbally contact Corporation staff concerning their own Application or any other Applicant's Application. If an Applicant or its representative does contact a Board member in violation of this section, the Board shall, upon a determination that such contact was deliberate, disqualify such Applicant's Application.~~

~~(19) Applicants may withdraw an Application from consideration only by submitting a written notice of withdrawal to the Corporation Clerk. Applicants may not rescind any notice of withdrawal that was submitted to the Corporation Clerk. For ranking purposes, the Corporation shall disregard any withdrawal that is submitted after 5:00 p.m., Eastern Time, 14 Calendar Days prior to the date the Board is scheduled to convene to consider approval of the final ranking of the Applications and such Application shall be included in the ranking as if no notice of withdrawal had been submitted. After the Board has approved the final ranking, any notice of withdrawal submitted during the time period prohibited above and before the Board approves the final ranking, shall be deemed withdrawn immediately after Board approval of the final ranking. If an Applicant has applied for or been awarded funding from two or more programs, the withdrawal by the Applicant from any one program will be deemed by the Corporation to be a withdrawal of the Application from all programs.~~

~~(6)(20) The name of the Development provided in the Application may not be changed or altered after submission of the Application during the history of the Development with~~

the Corporation unless the change is requested in writing and approved in writing by the Corporation. The Corporation shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request.

~~(7)(21) If an Applicant or any Affiliate of an Applicant has offered or given consideration, other than the consideration to provide affordable housing, with respect to a local contribution and this is discovered prior to Board approval of the Review Committee's recommendations final ranking, the Corporation shall reject the Application and any other Application submitted by the same Applicant and any Affiliate of the Applicant. If discovered after the Board approves the Review Committee's recommendations final ranking, any tentative funding or allocation for the Application and any other Application submitted ~~in the same cycle~~ by the same Applicant and any Affiliate of the Applicant will be withdrawn. Such Applicant and any of such Applicant's Affiliates will be ineligible for funding or allocation in any program administered by the Corporation for a period of up to two (2) years, which will begin the date the Board issues a final order on such matter, in a proceeding conducted pursuant to Sections 120.569 and 120.57, F.S.~~

Rulemaking Authority 420.507, 420.507(22)(f) FS. Law Implemented 420.5087, 420.5087(6)(c), 420.5089, 420.5089(6), 420.5099, 420.5099(2) FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 9I-48.004, Amended 4-7-98, 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, _____.

67-48.005 Applicant Administrative Appeal Procedures.

Rulemaking Authority 420.507 FS. Law Implemented 120.569, 120.57, 420.5087, 420.5089, 420.5099 FS. History—New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 9I-48.005, Amended 4-7-98, 11-9-98, 2-24-00, 2-22-01, 3-17-02, 10-8-02, 12-4-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, Repromulgated 11-22-11, Repealed _____.

67-48.007 Fees.

The Corporation, the Credit Underwriter or the environmental provider shall collect via check, ~~or~~ money order, or as otherwise provided in a competitive solicitation the following fees and charges in conjunction with the SAIL, HOME and HC Programs, as outlined in the competitive solicitation Universal Application instructions, the Carryover Allocation Agreement, or this rule chapter, as applicable:

- (1) Application fee.
- (2) Credit Underwriting fees.
- (3) Administrative fees.
- (4) Commitment fees.
- (5) Compliance monitoring fees.
- (6) Loan servicing fees.

- (7) Construction inspection fees.
- (8) Financial monitoring fees.
- (9) Tax-exempt mortgage financing fees.
- (10) HUD environmental fees.
- (11) Qualified Contract Package fees.
- (12) Assumption/Renegotiation fees.
- (13) Loan closing extension fees.
- (14) Processing fees.

All of the fees set forth above with respect to the SAIL Program are part of Development Cost and can be included in the Development Cost pro forma and paid with SAIL loan proceeds. Failure to pay any fee associated with any applicable loan program shall cause the firm loan commitment under any such loan program(s) to be terminated or shall constitute a default on the respective loan documents. Failure to pay any fee associated with a Housing Credit Allocation shall cause the Housing Credit Allocation to be rescinded. Where a Development has been awarded funding under a loan program(s) and a Housing Credit Allocation, failure to pay any fee associated with either the loan(s) or Housing Credits, or both, shall result in both the termination or default, as applicable, of the loan(s) and rescission of the Housing Credit Allocation.

Rulemaking Authority 420.507 FS. Law Implemented 420.5087, 420.5099 FS. History—New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 9I-48.007, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, Repromulgated 3-21-04, Amended 2-7-05, 1-29-06, 4-1-07, Repromulgated 3-30-08, Amended 8-6-09, 11-22-11, _____.

67-48.0072 Credit Underwriting and Loan Procedures.

Credit underwriting is a de novo review of all information supplied, received or discovered during or after any competitive solicitation application cycle scoring and funding preference ranking process, prior to the closing on funding, including the issuance of IRS Forms 8609 for Housing Credits. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development team's experience, past performance or financial capacity is satisfactory. The credit underwriting review shall include a comprehensive analysis of the Applicant, the real estate, the economics of the Development, the ability of the Applicant and the Development team to proceed, the evidence of need for affordable housing in order to determine that the Development meets the program requirements and determine a recommended SAIL or HOME loan amount, Housing Credit allocation amount or a combined SAIL or HOME loan amount and Housing Credit Allocation amount, if any; and for any Development that has rehabilitation with or without acquisition, a capital needs assessment prepared in accordance with generally accepted

industry investment grade standards shall be ordered by the Credit Underwriter, and its findings shall be used to determine rehabilitation that will be carried out, including energy, green, universal design and visitability features, and to set replacement reserves. Corporation funding will be based on appraisals of comparable developments, cost benefit analysis, and other documents evidencing justification of costs. As part of the credit underwriting review, the Credit Underwriter will consider the applicable provisions of Rule Chapter 67-48, F.A.C.

(1) At the completion of all litigation and approval by the Board of all recommended orders with regard to a competitive solicitation process ~~Within 10 business days after the final rankings are approved by the Board,~~ the Corporation shall offer all Applicants within the funding range an invitation to enter credit underwriting. The Corporation shall select the Credit Underwriter for each Development.

(2) For SAIL and HOME Applicants, the invitation to enter credit underwriting constitutes a preliminary commitment.

(3) A response to the invitation to enter credit underwriting must be received by the Corporation and the Credit Underwriter not later than seven (7) Calendar Days after the date of the ~~letter of invitation.~~ For any invitation to enter credit underwriting that is offered to an Applicant after Board approval of the list of eligible Applications that is sorted from highest funding preference to lowest, where the Applicant's response is to decline to enter credit underwriting, the result shall be the removal of the Application from the list of eligible Applications for the applicable competitive solicitation and any other funding where that list of eligible Applications will be used.

(4) If the invitation to enter credit underwriting invitation is accepted:

(a) All Applicants shall submit the credit underwriting fee to the Credit Underwriter within seven (7) Calendar Days of the date of the ~~letter of invitation to enter credit underwriting.~~ In addition;

~~1.(i) W~~within seven (7) Calendar Days of the date of the letter of invitation, Competitive HC Applicants shall submit the Preliminary Recommendation Letter (PRL) fee to the Credit Underwriter ~~and SAIL Applicants shall submit the administrative fee to the Corporation,~~ and

~~2.(ii) W~~within 14 Calendar Days of the date of the letter of invitation, Competitive HC, SAIL and HOME Applicants shall submit IRS Tax Information Authorization Form 8821 for all Financial Beneficiaries to the Corporation. ~~IRS Form 8821, Rev. August 2008, is adopted and incorporated herein by reference and available on the Corporation's Website under the 2011 Universal Application link labeled Related~~

~~References and Links or from http://www.flrules.org/Gateway/reference.asp?No=Ref_00489.~~

~~(b) For Competitive HC, SAIL and HOME Applicants, failure to submit the required credit underwriting fee, or the HC PRL fee, or the SAIL administrative fee, as applicable, by the specified deadline shall result in withdrawal of the invitation and issuance of an invitation to the next eligible Applicant as outlined in the Universal Application instructions. For HOME Applicants that apply and qualify as a Non-Profit entity, the Corporation shall bear the cost of the credit underwriting review, and environmental review, and legal counsel. However, if the HOME commitment is canceled for failure to adhere to rule deadlines or for reasons within the Applicant's control, the Development will be responsible for reimbursing the Corporation for fees incurred for credit underwriting, and environmental review processing, and legal counsel.~~

(c) For SAIL and HOME Applicants, the loan must close within 12 months of the date of the ~~letter of~~ invitation to enter credit underwriting. Applicants may request one (1) extension of up to 12 months. All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the loan. The written request will then be submitted to the Corporation's Board for consideration. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant the requested extension. The Corporation shall charge a non-refundable extension fee of 1 percent of each loan amount if the Board approves the request to extend the commitment beyond the initial 12 month closing deadline. In the event the loan does not close by the end of the 12 month extension period, the preliminary commitment or firm commitment, as applicable, will be deemed void and the funds will be de-obligated.

(5) The Credit Underwriter shall review all information in the Application and subsequently provided during the credit underwriting process, including information relative to the Applicant, Developer, Housing Credit Syndicator, General Contractor, and, if an ALF, the service provider(s), as well as other members of the Development team. The Credit Underwriter shall also request and review such other information as it deems appropriate to determine whether or not to provide a positive recommendation in connection with a proposed Development.

(6) In determining whether or not to provide a positive recommendation in connection with a proposed Development, the Credit Underwriter will consider the prior and recent performance history of the Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor in connection with any other affordable

housing development. The performance history shall consider instances involving a foreclosure, deed in lieu of foreclosure, financial arrearage, or other event of material default in connection with any affordable housing development or the documents governing financing or operation of any such development.

(a) Unless the Credit Underwriter determines that mitigating factors exist, or that underwriting conditions can be imposed, sufficient to mitigate or offset the risk, the existence of the following shall result in a negative recommendation of the proposed Development by the Credit Underwriter:

1. Considering all affordable housing developments in which any party named above has been involved, if:

a. During the period prior to August 1, 2010, 5 percent or more of that party's developments have been the subject of a foreclosure or deed in lieu of foreclosure, or in financial arrearage or other material default and such arrearage or material default remained uncured for a period of 60 days or more, or

b. During the period beginning on or after August 1, 2010, any of that party's developments have been the subject of a foreclosure or deed in lieu of foreclosure, or in financial arrearage or other material default and such arrearage or material default is uncured at the present or, if cured, remained uncured for a period of 60 days or more.

2. Mitigating factors to be considered by the Credit Underwriter, to the extent such information is reasonably available and verifiable, shall include the extent to which the party funded the operations of the development from that party's own funds in an attempt to keep the development afloat, the election by a party to forego financial participation in a development in an attempt to keep the development afloat, the party's satisfactory performance history over the last 10 years in connection with that party's affordable housing developments, and any other extenuating circumstances deemed relevant by the Credit Underwriter in connection with the party's involvement in a development.

(b) A negative recommendation may also result from the review of:

1. An Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor in connection with any other affordable housing development,

2. Financial capacity of an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, ~~and~~ the General Contractor, and, for SAIL and HOME Applicants that have Housing Credits, the Housing Credit Syndicator, or

3. Any other relevant matters relating to an Applicant, Developer, any Financial Beneficiary of the Applicant or Developer, and the General Contractor if, in the Credit Underwriter's opinion, one or more members of the Development team do not possess the ability to proceed.

(7) The Credit Underwriter shall report any inconsistencies or discrepancies or changes made to the Applicant's Application during credit underwriting.

(8) The Applicant will be responsible for all fees in connection with the documentation submitted to the Credit Underwriter.

(9) If the Credit Underwriter determines that special expertise is required to review information submitted to the Credit Underwriter which is beyond the scope of the Credit Underwriter's expertise, the fee for such services shall be borne by the Applicant.

(10) A full or self-contained appraisal as defined by the Uniform Standards of Professional Appraisal Practice and a separate market study shall be ordered by the Credit Underwriter, at the Applicant's expense, from an appraiser qualified for the geographic area and development product type not later than completion of credit underwriting. The Credit Underwriter shall review the appraisal to properly evaluate the proposed property's financial feasibility. Appraisals which have been ordered and submitted by third party credit enhancers, first mortgagors or Housing Credit Syndicators and which meet the above requirements and are acceptable to the Credit Underwriter may be used instead of the appraisal referenced above. The market study must be completed by a disinterested party who is approved by the Credit Underwriter. The Credit Underwriter shall consider the market study, the Development's financial impact on Developments in the area previously funded by the Corporation, and other documentation when making its recommendation of whether to approve or disapprove a SAIL or HOME loan, a Housing Credit Allocation, or a combined SAIL loan and Housing Credit Allocation or Housing Credit Allocation and HOME loan. The Credit Underwriter must review and determine whether there will be a negative impact to Guarantee Fund Developments within the primary market area or five (5) miles of the proposed Development, whichever is greater. The Credit Underwriter shall also review the appraisal and other market documentation to determine if the market exists to support both the demographic and income restriction set-asides committed to within the Application. For the Credit Underwriter to make a favorable recommendation, the submarket of the proposed Development must have:

(a)(i) ~~An~~ average physical occupancy rate of 92 percent or greater, and

(b)(ii) For Developments with new construction units, an average market rental rate, based on unit mix and annualized rent concessions, of 110 percent or greater of the applicable maximum Housing Credit rental rate.

(11) The proposed Development must demonstrate, based on current rates, that it can meet minimum 1.10x debt service coverage (DSC) requirements with all first and second

mortgages for Housing Credits. If during the credit underwriting it is determined that there is no need for a first mortgage or any debt service payments then the proposed Development shall demonstrate the ability to achieve breakeven. In the case where an operating deficit reserve (ODR) is approved during credit underwriting, then the ODR can be used as income for purposes of this test. For HOME Applications, the minimum debt service coverage shall be 1.10x for the HOME loan, including all superior mortgages. For SAIL Applications, the minimum debt service coverage shall be 1.10x for the SAIL loan, including all superior mortgages. However, if the Applicant defers at least 35 percent of its developer fee for at least six (6) months following construction completion, the minimum debt service coverage shall be 1.00x for the SAIL loan, including all superior mortgages. For SAIL and HOME Applications, the maximum debt service coverage shall be 1.50x for the SAIL or HOME loan, including all superior mortgages. In extenuating circumstances, such as when the Development has deep or short term subsidy, the debt service coverage may exceed 1.50x if the Credit Underwriter's favorable recommendation is supported by the projected cash flow analysis. Developments receiving first mortgage funding from the United States Department of Agriculture Rural Development (RD) are not required to meet the debt service coverage standards if RD is providing rental assistance and has acknowledged that rents will be set at an amount sufficient to pay all operating expenses, replacement reserve requirements and debt service on the first and second mortgages.

(12) The Corporation's assigned Credit Underwriter shall require a guaranteed maximum price or stipulated sum construction contract, which may include change orders for changes in cost or changes in the scope of work, or both, if all parties agree, and shall order, at the Applicant's sole expense, and review a pre-construction analysis for all new construction units and ~~or~~ a physical needs assessment for ~~rehabilitation~~, Moderate Rehabilitation or Substantial Rehabilitation units and review the Development's costs.

(13) In addition to operating expenses, the Credit Underwriter must include an estimate for replacement reserves and operating expense reserves deemed appropriate by the Credit Underwriter when calculating the final net operating income available to service the debt. A minimum amount of \$300 per unit per annum must be used for all Developments.

(a) The initial replacement reserve will have limitations on the ability to be drawn upon during the following time periods:

1.(i) New construction or Redevelopment Developments shall not be allowed to draw during the first five (5) years or until the establishment of a minimum balance equal to the

accumulation of five (5) years of replacement reserves per unit, or

~~2.(ii)~~ Preservation or Rehabilitation Developments (with or without acquisition) shall not be allowed to draw until the start of the scheduled replacement activities as outlined in the pre-construction capital needs assessment report ('CNA') subject to the activities completed in the scope of rehabilitation, but not sooner than the 3rd year.

(b) The amount established as a replacement reserve shall be adjusted based on a CNA to be received by the Corporation or its servicers, prepared by an independent third party and acceptable to the Corporation and its servicers at the time the CNA is required, beginning no later than the 10th year after the first residential building in the development receives a certificate of occupancy, a temporary certificate of occupancy, or is placed in service, whichever is earlier ('Initial Replacement Reserve Date'). A subsequent CNA is required no later than the 15th year after the Initial Replacement Reserve Date and subsequently every five (5) years thereafter. If the Applicant does not provide a copy of a CNA to the Corporation or its servicers, prepared by an independent third party and acceptable to the Corporation and its servicers within the stated time frames, then one shall be ordered by the Corporation or its servicers at the Applicant's expense. The only events allowed to drop the balance below the minimum are items related to life safety, structural and systems as approved by the Corporation and its servicers. In the event the first mortgage lender or a Housing Credit Syndicator requires replacement reserves with replacement reserve deposit requirements that include the same or higher deposits, the Corporation's rights to hold replacement reserves and to disburse such funds shall be subject to the first mortgage lender or the Housing Credit Syndicator, as applicable. The replacement reserve funds are not to be used by the Applicant for normal maintenance and repairs, but shall be used for structural building repairs, major building systems replacements and other items included on the Eligible Reserve for Replacement Items list, effective October 15, 2010, which is incorporated by reference and available on the Corporation's Website under the Multifamily Programs 2011 Universal Application link labeled Related References and Links or from _____. An Applicant may choose to fund a portion of the replacement reserves at closing. The amount cannot exceed 50 percent of the required replacement reserves for two (2) years and must be placed in escrow at closing.

(14) For SAIL, HOME, and HC Applications, the Credit Underwriter may request additional information, but at a minimum for SAIL and HOME, the following will be required during the underwriting process:

(a) For credit enhancers, audited financial statements for their most recent fiscal year ended, if published; otherwise the

previous year's audited statements will be provided until the current statements are published or credit underwriting is complete. The audited statements may be waived if the credit enhancer is rated at least "A-" by Moody's, Standard and Poor's or Fitch.

(b) For the Applicant, general partner(s), and guarantors, audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. If audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant are not available, unaudited financial statements prepared within the last 90 days and reviewed by the Credit Underwriter in accordance with Part IIIA, Sections ~~401 604~~ through ~~411 607~~, of the Fannie Mae Multifamily Delegated Underwriting and Servicing (DUS) Guide, effective ~~April 29, 2011~~ ~~November 6, 2003~~, which is incorporated by reference and available on the Corporation's Website under the Multifamily Programs 2011 Universal Application link labeled Related References and Links or from _____, and the two most recent years' tax returns. If the entities are newly formed (less than 18 months in existence as of the date that credit underwriting information is requested), a copy of any and all tax returns with related supporting notes and schedules.

(c) For the General Contractor, audited financial statements or financial statements compiled or reviewed by a licensed Certified Public Accountant for the most recent fiscal year ended, credit check, banking and trade references, and deposit verifications. The audited or compiled statements may be waived if a payment and performance bond equal to 100 percent of the total construction cost whose terms do not adversely affect the Corporation's interest, and is issued in the name of the General Contractor by a company rated at least "A-" by AMBest & Co.

(15) For SAIL and HOME, the Credit Underwriter shall consider the following when determining the need for construction completion guarantees:

(a) Liquidity of the guarantor.

(b) Developer and General Contractor's history in successfully completing Developments of similar nature.

(c) Problems encountered previously with Developer or contractor.

(d) Exposure of Corporation funds compared to Total Development Cost.

At a minimum, the Credit Underwriter shall require a personal guarantee for completion of construction from the principal individual or the corporate general partner of the borrowing entity. In addition, a letter of credit or payment and performance bond whose terms do not adversely affect the Corporation's interest will be required if the Credit

Underwriter determines after evaluation of paragraphs (a)-(d) in this subsection that additional surety is needed. However, a completion guarantee will not be required if ~~SAIL~~ funds are not drawn until evidence of lien free completion is provided.

(16) For all Developments, the Developer fee and General Contractor's fee shall be limited to:

(a) The Developer fee shall be limited to 16 percent of Development Cost, except that, based upon criteria outlined in a competitive solicitation, with the following exceptions:

~~1. A Developer fee of 18 percent of Development Cost shall be allowed if the proposed Development is qualified for Housing Credits pursuant to Rule 67 48.027, F.A.C., pertaining to Tax Exempt Bond Financed Developments; and~~

~~2. A Developer fee of up to 21 percent of Development Cost shall be allowed if the proposed Development is qualified for Competitive Housing Credits with a demographic commitment of Homeless or Persons with Special Needs; however, An amount equal to the difference between the Developer fee and an amount equal to 16 percent of Development Cost, if any, must be placed in an operating subsidy reserve account to be held by the Corporation or its servicer. Any disbursements from said operating subsidy reserve account shall be reviewed and approved by the Corporation or its servicer. Upon the expiration of the Compliance Period, any remaining balance may be drawn to pay down any outstanding SAIL or HOME debt on the proposed Development or such other Corporation loan debt on the proposed Development. If there is no Corporation loan debt on the proposed Development at the end of the Compliance Period, then any remaining balance in said operating subsidy reserve account shall be placed in a replacement reserve account for the proposed Development. In no event shall the remaining balance in said operating subsidy reserve account be paid to the Developer.~~

(b) The General Contractor's fee shall be limited to a maximum of 14 percent of the actual construction cost.

(17) The General Contractor must meet the following conditions:

(a) Employ a Development superintendent and charge the costs of such employment to the general requirements line item of the General Contractor's budget;

(b) Charge the costs of the Development construction trailer, if needed, and other overhead to the general requirements line item of the General Contractor's budget;

(c) Secure building permits, issued in the name of the General Contractor;

(d) Secure a payment and performance bond whose terms do not adversely affect the Corporation's interest (or approved alternate security for General Contractor's performance, such

as a letter of credit), issued in the name of the General Contractor, from a company rated at least "A-" by AMBest & Co.;

(e) Ensure that none of the General Contractor duties to manage and control the construction of the Development are subcontracted; ~~and~~

(f) Ensure that not more than 20 percent of the construction cost is subcontracted to any one entity, with the exception of a subcontractor contracted to deliver the building shell of a building of at least five (5) stories which may not have more than 31 percent of the construction cost in a subcontract, unless otherwise approved by the Board for a specific Development. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of construction costs and the General Contractor's fees; and

(g) Ensure that no construction cost is subcontracted to any entity that has common ownership or is affiliated with the General Contractor unless otherwise approved by the Board for a specific Development. With regard to said approval, the Board shall consider the facts and circumstances of each Applicant's request, inclusive of construction costs and ownership interests in the Development.

(18) For SAIL and HOME Applications, the Credit Underwriter shall require an operating deficit guarantee, to be released upon achievement of an average 1.15x debt service coverage for the combined permanent first mortgage and SAIL or HOME loan, as determined by the Corporation or its agent, and 90 percent occupancy, and 90 percent of the gross potential rental income, net of utility allowances, if applicable, for a period equal to 12 consecutive months, all as certified by an independent Certified Public Accountant. The calculation of the debt service coverage ratio shall be made by the Corporation or its agent. Notwithstanding the above, the operating deficit guarantee shall not terminate earlier than three (3) years following the final certificate of occupancy. An operating deficit guarantee, to be released upon achievement of 1.00x debt service coverage for a minimum of six (6) consecutive months for the combined permanent first mortgage and SAIL or HOME loan will be required for Developments receiving first mortgage funding from the United States Department of Agriculture Rural Development (RD) if RD is providing rental assistance and has acknowledged that rents will be set at an amount sufficient to pay all operating expenses, replacement reserve requirements and debt service on the SAIL or HOME loan and all superior mortgages.

(19) Contingency reserves which total no more than 5 percent of total actual construction costs (hard costs) and total general development costs (soft costs) for Redevelopment and Developments where 50 percent or more of the units are new construction may be included within the Total Development Cost for Application and underwriting purposes. Contingency reserves which total no more than 15 percent of total actual construction costs (hard costs) and total general development costs (soft costs) for Rehabilitation, Moderate Rehabilitation, Substantial Rehabilitation, and Preservation may be included within the Total Development Cost for Application and underwriting purposes; however, in the event financing is obtained through a government rehabilitation program, a contingency reserve up to 20 percent may be utilized if required by the program. Contingency reserves shall not be paid from SAIL or HOME funds.

(20) The Credit Underwriter will review and determine if the number of loans and construction commitments of the Applicant and its Principals will impede its ability to proceed with the successful development of each proposed Corporation-funded Development.

(21) Information required by the Credit Underwriter shall be provided as follows:

(a) SAIL and HOME Applicants must provide the items required by the Credit Underwriter within 10 months of the Applicant's acceptance to enter credit underwriting. Unless an extension is approved by the Corporation in writing, failure to submit the required credit underwriting information by the specified deadline shall result in withdrawal of the preliminary commitment ~~and the funds will be distributed as outlined in the Universal Application instructions.~~ In determining whether to grant an extension, the Corporation shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. If the Corporation's decision is to deny the Applicant's request for an extension, then prior to the withdrawal of the preliminary commitment, ~~the Board shall consider the facts and circumstances of the each Applicant's request, the Corporation's denial, and any credit underwriting report, if available, and make a determination of prior to determining~~ whether to grant the requested extension.

(b) For Competitive HC Developments, all preliminary items required for the Credit Underwriter's preliminary HC allocation recommendation must be provided to the Credit Underwriter within 21 Calendar Days of the date of the invitation to enter credit underwriting. Unless an extension is approved by the Corporation in writing, failure to submit the required credit underwriting information by the specified deadline shall result in withdrawal of the HC invitation to enter credit underwriting ~~and the funds will be distributed as outlined in the Universal Application instructions.~~ In

determining whether to grant an extension, the Corporation shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. If the Corporation's decision is to deny the Applicant's request for an extension, then prior to the withdrawal of the invitation, ~~the Board shall consider the facts and circumstances of the each Applicant's request, the Corporation's denial, and any credit underwriting report, if available, and make a determination of prior to determining~~ whether to grant the requested extension.

(22) If the Credit Underwriter requires additional clarifying materials in the course of the underwriting process, the Credit Underwriter shall request same from the Applicant and shall specify deadlines for the submission of same. Failure to submit required information by the specified deadline, unless a written extension of time has been approved by the Corporation, shall result in withdrawal of the preliminary commitment or the HC invitation to enter credit underwriting, or both, as applicable, ~~and the funds will be distributed as outlined in the Universal Application instructions.~~ In determining whether to grant an extension, the Corporation shall consider the facts and circumstances of the Applicant's request, inclusive of the responsiveness of the Development team and its ability to deliver the Development timely. If the Corporation's decision is to deny the Applicant's request for an extension, then prior to the withdrawal of the preliminary commitment or the invitation to enter credit underwriting, or both, as applicable, ~~the Board shall consider the facts and circumstances of the each Applicant's request, the Corporation's denial, and any credit underwriting report, if available, and make a determination of prior to determining~~ whether to grant the requested extension.

(23) The Credit Underwriter shall complete its analysis and submit a written draft report and recommendation to the Corporation. Upon receipt, the Corporation shall provide to the Applicant the section of the written draft report consisting of supporting information and schedules. The Applicant shall review and provide written comments to the Corporation and Credit Underwriter within 48 hours of receipt. After the 48 hour period, the Corporation shall provide to the Credit Underwriter comments on the draft report and, as applicable, on the Applicant's comments. Then, the Credit Underwriter shall review and incorporate, if deemed appropriate, the Corporation's and Applicant's comments and release the revised report to the Corporation and the Applicant. Any additional comments from the Applicant shall be received by the Corporation and the Credit Underwriter within 72 hours of receipt of the revised report. Then, the Credit Underwriter will provide a final report, which will address comments made by the Applicant, to the Corporation.

(24) For SAIL and HOME Applications, the Credit Underwriter's loan recommendations will be sent to the Board for approval.

(25) For SAIL and HOME Applications, the Corporation shall issue a firm loan commitment within seven (7) Calendar Days after approval of the Credit Underwriter's recommendation for funding by the Board.

(26) For SAIL and HOME Applications, these loans and other mortgage loans related to the construction of the Development must close within 120 Calendar Days of the date of the firm loan commitment(s), unless the Development is a Tax-Exempt Bond-Financed Development which then the closing must occur within 180 Calendar Days (subject to the closing deadlines established by the invitation to enter credit underwriting). A request for an extension of the firm loan commitment(s) may be considered by the Board for an extension term of up to 90 Calendar Days (subject to the closing deadlines established by the invitation to enter credit underwriting). All extension requests must be submitted in writing to the program administrator and contain the specific reasons for requesting an extension and shall detail the time frame to close the loan. The Board shall consider the facts and circumstances of each Applicant's request, inclusive of the Applicant's ability to close within the extension term, and any credit underwriting report, if available, prior to determining whether to grant the requested extension. The Corporation shall charge an extension fee of one-half of one percent of the loan amount if the Board approves the request to extend the commitment beyond the period outlined in this rule chapter.

(27) At least five (5) Calendar Days prior to any loan closing:

(a) The Applicant must provide evidence of all necessary consents or required signatures from first mortgagees or subordinate mortgagees to the Corporation and its counsel, and

(b) The Credit Underwriter must have received all items necessary to release its letter confirming that all closing contingencies have been met, including the finalized sources and uses of funds and Draw schedule.

(28) For Housing Credits Applications, the Credit Underwriter shall use the following procedures during the credit underwriting evaluation:

(a) The Credit Underwriter, in determining the amount of Housing Credits a Development is eligible for when using the qualified basis calculation, shall use a Housing Credit percentage of:

1. Thirty (30) basis points over the percentage as of the date of invitation to enter credit underwriting up to 9 percent for 9 percent credits for new construction and Rehabilitation Developments unless the Applicant has previously locked-in the percentage to which the Credit Underwriter shall use the

locked-in Housing Credit percentage;

2. Fifteen (15) basis points over the percentage as of the date of invitation to enter credit underwriting up to 4 percent for 4 percent credits for acquisition and federally subsidized Developments unless the Applicant has previously locked-in the percentage to which the Credit Underwriter shall use the locked-in Housing Credit percentage. A percentage of 15 basis points over the percentage as of the date of invitation to final credit underwriting up to 4 percent will be used for Developments receiving tax exempt bonds.

(b) Costs such as syndication fees and brokerage fees cannot be included in eligible basis. All consulting fees and any financial or other guarantees required for the financing must be paid out of the Developer fee. Consulting fees cannot cause the Developer fee to exceed the maximum allowable fee as set forth in subsection 67-48.0072(16), F.A.C.

(c) All contracts for hard or soft Development Costs must be itemized for each cost component.

(d) The allocation amount for acquisition Housing Credits shall be limited to the lesser of the sale price or the appraised value of the building(s).

(e) If the Credit Underwriter is to recommend a Competitive Housing Credit Allocation, the recommendation will be the lesser of:

1. ~~(i)~~ The qualified basis calculation result,

2. ~~(ii)~~ The gap calculation result, or

3. ~~(iii)~~ The Housing Credit award considered in the Application Applicant's request amount. In the event the Credit Underwriter is making a recommendation for non-competitive Housing Credits, the recommendation will be the lesser of the qualified basis calculation result or the gap calculation result.

During the credit underwriting process and as a part of the Final Cost Certification Application review outlined in subsection 67-48.023(6), F.A.C., the Development will be subjected to the Total Development Cost per unit limitation test as outlined in a competitive solicitation.

(f) As part of the process the Corporation uses to determine financial feasibility as set forth in Section 42(m)(2), Internal Revenue Code, the Corporation shall utilize the greater of:

1. The actual percentage of the Applicant's Housing Credit Allocation being sold to the Housing Credit Syndicator/direct investor(s), or

2. 99.99 percent of the Applicant's Housing Credit Allocation.

The actual percentage of the Applicant's Housing Credit Allocation being sold must be equal to or less than the percentage of ownership interest held by the limited partner (inclusive of any special limited partner) or member. In addition, the price of the Housing Credits being sold must

reflect a market rate value at a minimum or one will be utilized when determining a recommendation for the amount of the Housing Credit Allocation using the gap calculation.

(g) When utilizing the gap calculation in determining a recommendation for the amount of the Housing Credit Allocation as part of the process the Corporation uses to determine financial feasibility as set forth in Section 42(m)(2), Internal Revenue Code, the Credit Underwriter shall assume a first mortgage loan amount from a non-governmental agency (i.e., a traditional first mortgage lender) to be the greater of:

1. The actual amount committed to the Development, or

2. The amount of the proposed Development's minimum qualifying first mortgage as determined herein. The Development's minimum qualifying first mortgage shall be the lesser of a. or b. as follows:

a. An amount that yields a Debt Service coverage ratio of 1.25x based on the pro forma for the proposed Development's 15th year given an annual rate of increase for revenues of the lesser of 2 percent or the annual rate of increase utilized in credit underwriting, along with an annual rate of increase for operating expenses of the greater of 3 percent or the annual rate of increase utilized in credit underwriting, or

b. The greater of either:

(I) An amount that yields a Debt Service coverage ratio of 1.50x, or

(II) An amount that yields a net cash flow after Debt Service of \$1,000 per unit.

Both (I) and (II) above are based on the pro forma for the proposed Development's initial year.

With regard to 2. above, the first mortgage shall be sized based on an interest rate equal to the actual interest rate of the actual first mortgage of the proposed Development, but no less than an interest rate floor of the greater of 7.0 percent or 325 basis points over the 10-year Treasury Rate as of the submission deadline for the applicable competitive solicitation and an interest rate ceiling of no greater than 100 basis points over said interest rate floor. The first mortgage shall be sized based on an amortization term equal to the greater of the actual amortization term of the actual first mortgage of the proposed Development or 30 years. If the resulting calculated minimum qualifying first mortgage is less than \$500,000, then the Development shall assume to have no minimum qualified first mortgage. This determination applies to any Development that did not qualify as a Homeless or Persons with Special Needs Demographic Development, which said Homeless or Persons with Special Needs Demographic Developments would only use its actual committed debt.

(h) When any Housing Credit Allocation is syndicated or sold directly to an investor, the Corporation will require that the net proceeds received on the sale of the Housing Credits be reflective of market rate pricing as depicted by the price per

dollar of Housing Credit Allocation available to the Development. The amount of equity capital contributed by investors to an Applicant shall not be less than the amount generally contributed by investors to similar Developments as determined by using sales of comparable Housing Credit Developments and the Corporation's evaluation of market trends. The Corporation will base all calculations of the minimum net syndication/investor proceeds available to the Development on the assumption that 99.99 percent of the Housing Credit Allocation is being sold to raise equity capital. The Corporation will use the greater of:

1. The actual equity capital contributed to the Development, or

2. The required minimum equity capital contributed to the Development based on the criteria provided herein.

(29) If the Credit Underwriter recommends that Housing Credits be allocated to the Development, the Corporation shall determine the credit amount, if any, necessary to make the Development financially feasible and viable throughout the Housing Credit Extended Use Period and shall issue a Preliminary Allocation certificate ~~or a Preliminary Determination of Housing Credits in the case of Tax Exempt Bond Financed Developments.~~ If the Credit Underwriter recommends that no credits be allocated to the Development and the Executive Director accepts the recommendation, the Applicant shall be notified that no Housing Credits will be allocated to the Development. All contingencies required in the Preliminary Allocation shall be met or satisfied by the Applicant within 45 Calendar Days from the date of issuance or as otherwise indicated on the certificate ~~unless an extension of this deadline is requested in writing by the Applicant and is granted by the Corporation in writing for good cause.~~

(30) For Competitive HC, the credit underwriting report must be finalized no later than the deadline provided in the Carryover Allocation Agreement ~~commencement of construction,~~ unless extended as provided in the Carryover Allocation Agreement, or the Housing Credits will be deemed to be returned to the Corporation.

Rulemaking Authority 420.507 FS. Law Implemented 420.5087, 420.5089, 420.5099 FS. History—New 2-7-05, Amended 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, _____.

67-48.0075 Miscellaneous Criteria.

(1) In addition to the alteration, improvement or modification of an existing structure, Rehabilitation with respect to the HOME Program and Rehabilitation or Preservation with respect to the Housing Credit Program also includes:

(a) For HOME Developments, moving an existing structure to a foundation constructed with HOME funds. Rehabilitation may include adding rooms outside the existing

walls of a structure, but adding a housing unit is considered new construction.

(b) For Competitive Housing Credit Developments, what is stated in Section 42(e) of the IRC, with the exception of Section 42(e)(3)(A)(ii)(II), which, ~~for the purposes of Competitive HC,~~ is changed to read: "II. The requirement of this subclause is met if the qualified basis attributable to such amount, when divided by the number of low-income units; in the building, is \$20,000 or more," ~~and, for the purposes of all other HC, is changed to read: "II. The requirement of this subclause is met if the qualified basis attributable to such amount, when divided by the number of low income units, in the building, is \$10,000 or more."~~

(2) For purposes of this rule chapter, in accordance with Section 42 of the IRC, a for-profit entity wholly owned by one or more qualified non-profit organizations will constitute a Non-Profit entity. The purpose of the Non-Profit must be, in part, to foster low-income housing and such purpose must be reflected in the Articles of Incorporation of the Non-Profit entity. ~~To evidence its qualification as a Non Profit entity, the Applicant must provide within its Application a written opinion from legal counsel. The total cost of securing this written legal opinion will be borne entirely by the Applicant.~~ A Non-Profit entity shall own an interest in the Development, either directly or indirectly; shall not be affiliated with or controlled by a for-profit Corporation; and shall materially participate in the development and operation of the Development throughout the total affordability period as stated in the Land Use Restriction Agreement and the Extended Use Agreement. ~~If an Applicant applies to the Corporation as a Non Profit entity but does not qualify as such, the Application will fail threshold.~~

(3) Total Development Cost includes the following:

(a) The cost of acquiring real property and any buildings thereon, including payment for options, deposits, or contracts to purchase properties.

(b) The cost of site preparation, demolition, and development.

(c) Any expenses relating to the issuance of tax-exempt bonds or taxable bonds, ~~if any,~~ related to the particular Development.

(d) Fees in connection with the planning, execution, and financing of the Development, such as those of architects, engineers, attorneys, accountants, Developer fee, and the Corporation.

(e) The cost of studies, surveys, plans, permits, insurance, interest, financing, tax and assessment costs, and other operating and carrying costs during construction, rehabilitation, or reconstruction of the Development.

(f) The cost of the construction, rehabilitation, and equipping of the Development.

(g) The cost of land improvements, such as landscaping and offsite improvements related to the Development, whether such costs are paid in cash, property, or services. However, offsite improvements are not eligible to be paid with HOME funds.

(h) Expenses in connection with initial occupancy of the Development.

(i) Allowances for contingency reserves and reserves for any anticipated operating deficits during the first two (2) years after completion of the Development.

(j) The cost of such other items, including relocation costs, indemnity and surety bonds, premiums on insurance, and fees and expenses of trustees, depositories, and paying agents for the Corporation's bonds, for the construction or Rehabilitation /Moderate Rehabilitation/ Substantial Rehabilitation of the Development.

(4) In determining the income standards of Eligible Persons for its various programs, the Corporation shall take into account the following factors:

(a) Requirements mandated by federal law.

(b) Variations in circumstances in the different areas of the state.

(c) Whether the determination is for rental housing.

(d) The need for family size adjustments to accomplish the purposes set forth in this rule chapter.

With respect to the HC Program, an Eligible Person shall mean a Family having a combined income which meets the income eligibility requirements of the HC Program and Section 42 of the IRC.

(5) Financial Beneficiary and Affiliate, as defined in Rule 67-48.002, F.A.C., do not include third party lenders, third party management agents or companies, third party service providers, Housing Credit Syndicators, credit enhancers regulated by a state or federal agency, or contractors whose total fees are within the limit described in Rule 67-48.0072, F.A.C., ~~provided such parties do not share in the profits of the Development.~~

(6) For computing any period of time allowed by this rule chapter, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.

(7) For purposes of this rule chapter, rent controls for ELI Households shall consist of the Gross Rent Floor, as defined in Section 42(g)(2)(A) of the IRC and in accordance with IRS Revenue Procedure 94-57, minus the lesser of:

~~(a)(i)~~ ~~The~~ utility allowance in effect by the applicable local Public Housing Authority (PHA) at the date the last building in the Development is placed-in-service or

~~(b)(ii) The current utility allowance applicable to the building (as outlined in 26 CFR 1.42-10, this may include either the local utility company estimate or the applicable PHA utility allowance).~~

Notwithstanding the preceding ~~provisions sentence~~, the rent charged to any ELI Household may not exceed the maximum rent level permitted under Section 42(g)(2)(A) IRC for the applicable unit occupied by such household. ~~IRS Revenue Procedure 94-57 and 26 CFR 1.42-10 are incorporated by reference and are available on the Corporation's Website under the 2011 Universal Application link labeled Related References and Links or from <http://www.flrules.org/Gateway/reference.asp?No=Ref-00490> and <http://www.flrules.org/Gateway/reference.asp?No=Ref-00503>.~~

Rulemaking Authority 420.507 FS. Law Implemented 420.5087, 420.5089, 420.5099 FS. History—New 2-7-05, Amended 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, _____.

PART II STATE APARTMENT INCENTIVE ~~INVENTIVE~~ LOAN PROGRAM

67-48.009 SAIL General Program Procedures and Restrictions.

(1) Loans shall be in an amount not to exceed 25 percent of the Total Development Cost except as described in subsections (2) and (3) below, or the minimum amount required to make the Development economically feasible, whichever is less, as determined by the Credit Underwriter.

(2) The following types of Sponsors are eligible to apply for loans in excess of 25 percent of Total Development Cost pursuant to Section 420.507(22), F.S.:

(a) Non-Profit and public Sponsors which are able to secure grants, donations of land, or contributions from other sources collectively totaling at least 10 percent of Total Development Cost; and

(b) Sponsors that set aside at least 80 percent of their total units for residents qualifying as Farmworkers as defined in Section 420.503, F.S., Commercial Fishing Workers as defined in Section 420.503, F.S., or the Homeless as defined in Section 420.621, F.S., or Persons with Special Needs as defined in Section 420.0004(13), F.S., over the life of the loan.

(3) The following types of Sponsors are eligible to apply for loans that do not exceed 35 percent of Total Development Cost:

(a) Applicants requesting both SAIL and Competitive HC that commit to set aside more than 10 percent of the total units for ELI Households; and

(b) Applicants requesting SAIL without Competitive HC that commit to set aside at least 5 percent of the total units for ELI Households.

(4) At a minimum, the percentage of set-aside units committed to in the Application must be held for Very Low-Income persons or households for a period of time equal to the greater of the following:

(a) The term of the SAIL loan; or

(b) 12 years from the date the first residential unit is occupied; or

(c) Such longer term agreed to by the Applicant in the Application.

For SAIL Developments that contain occupied units at the time of closing, the Compliance Period shall begin not later than the termination of the last lease executed prior to closing of the SAIL loan.

(5) Unless otherwise permitted in the Board approves a competitive solicitation allocation process outside the Universal Cycle, an Applicant is not eligible to apply for SAIL Program funding if any of the following pertain to the proposed Development:

(a) Construction or construction-permanent financing of the costs associated with construction, Moderate Rehabilitation or Substantial Rehabilitation of the Development, including tax-exempt bonds or conventional financing with conversion clauses, has closed as of January 1, 2012 2009.

(b) The proposed Development has received an allocation of Housing Credits or a Competitive Housing Credit commitment, unless:

~~1.(i) The Applicant is also applying for Corporation-issued tax exempt bonds in the current Application cycle or provides evidence of a non-Corporation-issued tax exempt bond commitment as stated in the Universal Application Instructions, or~~

2.(ii) Written notice has been provided to the Corporation prior to the Application dDeadline to apply for the applicable SAIL funding current cycle withdrawing acceptance of such allocation or commitment and returning the previously awarded HC funding from the prior cycle.

(c) A preliminary commitment of funding for the proposed Development through the SAIL Program has already been accepted, unless written notice has been provided to the Corporation prior to the Application dDeadline to apply for the new SAIL funding current cycle withdrawing such acceptance and returning the prior SAIL funding.

~~(d) A preliminary commitment of funding for the proposed Development through the 2005 or 2006 RRLP Program has already been accepted, unless written notice has been provided to the Corporation prior to the Application Deadline for the current cycle withdrawing such acceptance and returning the RRLP funding.~~

~~(d)(e)~~ The proposed Development site or any part thereof is subject to any Land Use Restriction Agreement or Extended

Use Agreement, or both, in conjunction with any Corporation affordable housing financing intended to foster the development or maintenance of affordable housing, unless at least one (1) of with the following exceptions applies:—Those exceptions being

1.(i) A LURA recorded in conjunction with the Predevelopment Loan Program or the Elderly Housing Community Loan Program, or and

2.(ii) A LURA recorded in conjunction with a Multifamily Mortgage Revenue Bond Program loan closed after January 1, 2012 2009, or and

3.(iii) A LURA or EUA, or both, for an existing building or buildings, originally constructed at least 25 years prior to the Application dDeadline to apply for the applicable SAIL funding current Funding Cycle, where, in the current Application, the Applicant has selected and qualified for the Homeless demographic commitment with a Development category of Rehabilitation/Moderate Rehabilitation/Substantial Rehabilitation, Acquisition and Rehabilitation/ Moderate Rehabilitation/Substantial Rehabilitation, Preservation, or Acquisition and Preservation.

(6) The SAIL Minimum Set-Aside Requirement is:

(a) 20 percent of the SAIL Development’s units set-aside for residents with annual household incomes at or below 50 percent of the area, metropolitan statistical area (“MSA”) or state or county median income, whichever is higher, adjusted for family size, or

(b) 40 percent of the SAIL Development’s units set-aside for residents with annual household incomes at or below 60 percent of the area, MSA or state or county median income, whichever is higher, adjusted for family size. Sponsors of SAIL-funded Developments shall have the option of selecting this minimum set-aside only if the SAIL Development is scheduled to be assisted with Housing Credits, in addition to the SAIL loan.

Rulemaking Authority 420.507 FS. Law Implemented 420.5087 FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 9I-48.009, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, _____.

67-48.0095 Additional SAIL Application Ranking and Selection Procedures.

(1) Subject to the provisions of Section 420.507(48), F.S., dDuring the first six (6) months following the publication date of the first Notice of Funding Availability published in any each year within the state of Florida, SAIL funds shall be allocated in accordance with the ranking and selection process set forth in the applicable competitive solicitation Universal Application Package and based upon the requirements

specified in Section 420.5087(3), F.S., which specifies the required funding within the five (5) four demographic categories of:

- (a) Family;
- (b) Elderly;
- (c) Homeless; and
- (d) Commercial Fishing Workers and Farmworkers; and
- (e) Persons with Special Needs.

(2) 10 percent of the funds reserved for Applicants in the Elderly category shall be reserved to provide loans to Sponsors of housing for the Elderly for the purpose of making life-safety or security-related repairs or improvements to such housing which are required by federal, state or local regulation, as further specified in Section 420.5087, F.S.

(3) Program funds designated for Commercial Fishing Workers and Farmworkers will be allocated through a request for proposal (RFP), the Universal Application Package, or both.

(3)(4) The Corporation shall assign, in order of funding preference ranking, tentative loan amounts to the Applications in each demographic and geographic category, up to the total amount available. However, the Corporation shall make adjustments to ensure that minimum funding distribution levels by geographic category are met, as required by Section 420.5087(1), F.S., and further described in the SAIL Notice of Funding Availability.

(4)(5) In the event that the 10 percent of program funds required to be allocated to counties with a population of 100,000 or less remains unallocated at the conclusion of a successive three-year cycle, the unallocated funds shall be equitably distributed pursuant to Board approval the instructions included in the Universal Application Package.

(5)(6) Selection for SAIL Program participation is contingent upon fund availability at the conclusion of the appeals process as set forth in Rule 67-48.005, F.A.C.

Rulemaking Authority 420.507 FS. Law Implemented 420.5087 FS. History—New 12-23-96, Amended 1-6-98, Formerly 9I-48.0095, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, Repromulgated 3-30-08, 8-6-09, 11-22-11, Amended _____.

67-48.010 Terms and Conditions of SAIL Loans.

(1) The proceeds of all SAIL loans shall be used for new construction, Moderate Rehabilitation, or Substantial Rehabilitation which creates or preserves affordable, safe and sanitary multifamily rental housing units.

(2) The SAIL loan may be in a first, second, or other subordinated lien position. For purposes of this rule, mortgages securing a letter of credit as credit enhancement for the bonds financing the first mortgage shall be considered a contingent liability and part of the first mortgage lien,

provided that the Applicant's counsel furnishes an opinion regarding the contingent nature of such mortgage satisfactory to the Corporation and its counsel.

(3) The loans shall be non-amortizing and shall have interest rates as provided in Section 420.507(22) F.S. follows:

~~(a) Zero percent simple interest per annum on loans to Developments that set aside at least 80 percent of their total units for residents qualifying as Farmworkers, Commercial Fishing Workers or Homeless, over the life of the loan;~~

~~(b) Zero percent simple interest per annum on loans based on the pro rata share of units set aside for Homeless residents if the total of such units is less than 80 percent of the units and 1 percent simple interest per annum on the remaining units;~~

~~(c) One percent simple interest per annum on loans to Developments other than those identified in paragraphs (a) and (b) above;~~

(4) Except as provided in Section 420.5087(5), F.S., the amount of any superior mortgages combined with the SAIL mortgage shall be less than the appraised value of the Development. Any debt service reserve requirement associated with a superior mortgage shall be excluded from the amount of the superior mortgage for purposes of this calculation.

(5) Payment on the loans shall be based upon the Development Cash Flow, as determined pursuant to the Financial Reporting Form SR-1, or shall be due annually as determined by the Corporation's Board of Directors. Such determination by the Board shall be based upon a written recommendation by the Credit Underwriter which has considered the economic and financial viability of the Development as well as the protection of the Corporation's repayment of principal and interest. Any distribution or payment to the Principal(s) of the Applicant or Developer or any Affiliate of the Principal of the Applicant or Developer or any Affiliate of the Applicant or Developer, whether paid directly or indirectly, which was not expressly disclosed in determining debt service coverage in the Board approved final credit underwriting report, with the exception of payment of the deferred Developer fee allowable to maximum of 20 percent per year, will be added back to the amount of cash available for the SAIL loan interest payment, as calculated in the Financial Reporting Form SR-1, for the purpose of determining interest due. Interest may be deferred as set forth in subsection 67-48.010(8), F.A.C., without constituting a default on the loan.

(6) The loans described in subsection 67-48.010(3), F.A.C., above shall be repaid from ~~the~~ Development Cash Flow, and if the SAIL loan is not a first mortgage loan, each year, subject to the provisions of subsection 67-48.010(8), F.A.C., below, Development Cash Flow shall be applied to pay the following items in order of priority:

(a) All superior mortgage fees and debt service;

(b) Development Expenses on the SAIL loan, plus including up to 20 percent of total deferred Developer fees per year;

(c) Interest payment on SAIL loan balance equal to 1 percent as stated in paragraphs 67-48.010(3)(b) and (c), F.A.C., above over the life of the SAIL loan;

(d) Interest payments on the SAIL loan deferred from previous years;

(e) Mandatory payment on subordinate mortgages.

After the full SAIL loan interest has been paid, the Applicant shall retain all remaining monies, unless the Applicant chooses to prepay a portion of the loan balance.

(7) If the SAIL loan is secured by a first mortgage lien, each year, subject to the provisions of subsection 67-48.010(8), F.A.C., below, Development Cash Flow shall be applied to pay the following items in order of priority:

(a) First mortgage fees and interest payment on the SAIL loan balance equal to the percentages stated in subsection 67-48.010(3), F.A.C., above over the life of the SAIL loan;

(b) Development Expenses on the SAIL loan plus including up to 20 percent of total deferred Developer fees per year;

(c) Interest payments on the SAIL loan deferred from previous years;

(d) Mandatory payment on subordinate mortgages.

After the full SAIL loan interest has been paid, the Applicant shall retain all remaining monies, unless the Applicant chooses to prepay a portion of the loan balance.

(8) The determination of lien position, determination of Development Cash Flow, determination of payment priorities, and payment of interest on SAIL loans shall occur annually. A change in lien position from subordinate to first changes payment priorities. Any payments of accrued and unpaid interest due annually on SAIL loans shall be deferred to the extent that Development Cash Flow is insufficient to make said payments pursuant to the payment priority schedule established in this rule chapter. If Development Cash Flow is under-reported and such report causes a deferral of SAIL interest, such under-reporting shall constitute an event of default on the SAIL loan. A penalty of 5 percent of any required payment shall be assessed.

(a) By the date that is 151 Calendar Days after the Applicant's fiscal year end of each year of the SAIL loan term, the Applicant shall provide the Corporation's servicer with audited financial statements and a certification detailing the information needed to determine the annual payment to be made. However, this certification requirement will be waived until 151 Calendar Days after the Applicant's fiscal year end following the fiscal year within which the first unit is occupied. In the case where the SAIL Development contained

occupied units at the time of acquisition, the initial submission will be due following the fiscal year within which the 12 month anniversary of the SAIL loan closing is observed. The certification shall require submission of audited financial statements and the fully completed and executed annual reporting form, Financial Reporting Form SR-1. The SR-1 form, Rev. ~~02-13~~ ~~01-11~~, which is incorporated by reference and available on the Corporation's Website under the Multifamily Programs 2011 Universal Application link labeled Related References and Links or from _____, shall be submitted to the Corporation's servicer in both PDF format and in electronic form as a Microsoft Excel spreadsheet. The audited financial statements are to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:

1. Comparative Balance Sheet with prior year and current year balances;
2. Statement of revenue and expenses;
3. Statement of changes in fund balances or equity;
4. Statement of cash flows; and
5. Notes to financial statements.

The financial statements referenced above should also be accompanied by a certification of the Applicant as to the accuracy of such financial statements. A late fee of \$500 will be assessed by the Corporation for failure to submit the required audited financial statements and certification by 151 Calendar Days after the Applicant's fiscal year end of each year of the SAIL loan term. If the Applicant has not submitted the required audited financial statements, the Corporation servicer shall deem the Development Cash Flow sufficient and issue a billing for interest due on the SAIL loan for the Applicant's immediately preceding fiscal year by 212 Calendar Days after the Applicant's fiscal year end. After receipt of the audited financial statements, the Corporation servicer shall issue revised billing, if necessary. Failure to submit the required audited financial statements and certification by 151 Calendar Days after the Applicant's fiscal year end of each year of the SAIL loan term shall constitute an event of default on the SAIL loan. The Applicant shall furnish to the Corporation or its servicer, unaudited statements, certified by the Applicant's principal financial or accounting officer, covering such financial matters as the Corporation or its servicer may reasonably request, including without limitation, monthly statements with respect to the Development.

For SAIL loans applied for prior to February 22, 2001, the Corporation will extend the annual filing deadline for submission of the audited financial statements and certification detailing the information needed to determine the annual payment to be made, pursuant to subsection 67-48.010(8), F.A.C., to May 31 of each year of the SAIL loan term. The Corporation servicer shall issue a billing for interest due on the SAIL loan for the immediately preceding calendar year by July 31 of each calendar year of the SAIL loan. In addition, for SAIL loans applied for prior to December 23, 1996, so long as the executed loan agreements contain a provision to assess a late fee for failure to provide the audited financial statement and certification detailing the information needed to determine the annual payment due, such fee will be assessed by the Corporation as outlined above.

(b) The Corporation servicer shall issue a billing for interest due on the SAIL loan for the Applicant's immediately preceding fiscal year by 212 Calendar Days after the Applicant's fiscal year end of each year of the SAIL loan term.

(c) The Applicant shall remit the interest due to the Corporation servicer no later than 243 Calendar Days after the Applicant's fiscal year end of each year of the SAIL loan term. The first payment of SAIL interest will be due no later than 243 Calendar Days after the Applicant's fiscal year end following the fiscal year within which the first unit is occupied. The first payment of interest shall include all interest for the period which begins accruing on the date of the first Draw and ends on the date of the Applicant's fiscal year end of the fiscal year during which the first unit is occupied.

(9) After maturity or acceleration, the Note shall bear interest at the Default Interest Rate from the due date until paid. Unless the Corporation has accelerated the SAIL loan, the Applicant shall pay the Corporation a late charge of 5 percent of any required payment that is not received by the Corporation within 15 days of the due date.

(10) The final billing for the purpose of payoff of the SAIL loan shall also include a billing for compliance fees to cover monitoring of SAIL Program requirements beyond the maturity date of the Note. Such fees shall be computed by determining the present value of the annual compliance monitoring fee and multiplying that by the number of years for which the Development will have a set-aside for Very Low-Income persons or households beyond the repayment date. The present value discount rate shall be 2 percent per annum. Such amount shall be reduced by the amount of any compliance monitoring fees for other programs collected by the Corporation for the Development provided:

(a) The compliance monitoring fee covers some or all of the period following the anticipated SAIL loan repayment date; and

(b) The Development has substantially equivalent set-asides for Very Low-Income persons or households mandated through another Corporation program for which the compliance monitoring fee was collected.

(11) The SAIL loans shall be serviced either directly by the Corporation or by the servicer on behalf of the Corporation.

(12) The Corporation shall monitor compliance of all terms and conditions of the SAIL loan and shall require that certain terms and conditions be embodied in the Land Use Restriction Agreement and recorded in the public records of the county wherein the Development is located. Violation of any material term or condition of the documents evidencing or securing the SAIL loan shall constitute a default during the term of the SAIL loan. The Corporation shall take appropriate legal action to effect compliance if a violation of any material term or condition relative to the set-asides of units for Very Low-Income persons or households is discovered during the course of compliance monitoring or by any other means.

(13) The Corporation shall require adequate insurance to be maintained on the Development as determined by the first mortgage lender or the Corporation's servicer, but which shall, in any case, include fire, hazard and other insurance sufficient to meet the standards established in Part IIIA ~~W~~, Section 322 406 of the Fannie Mae Multifamily Delegated Underwriting and Servicing (DUS) Guide, effective April 29, 2011 August 16, 2007, which is adopted and incorporated herein by reference and available on the Corporation's Website under the Multifamily Programs 2011 Universal Application link labeled Related References and Links or from _____.

(14) The SAIL loan term shall be for a period of not more than 15 years. However, if both a SAIL loan and federal Housing Credits are to be used to assist a Development, the Corporation may set the SAIL loan term for a period commensurate with the investment requirements associated with the Housing Credit syndication. The term of the loan may also exceed 15 years if the lien of the Corporation's encumbrance is subordinate to the lien of another mortgagee, in which case the term may be made coterminous with the longest term of the superior loan.

(15) After accepting a preliminary commitment, the Applicant shall not refinance, increase the principal amount, or alter any terms or conditions of any mortgage superior or inferior to the SAIL mortgage without prior approval of the Corporation's Board of Directors. However, an Applicant may reduce the interest rate on any superior or inferior mortgage loan without the Board's permission, provided that no other terms of the loan are changed. The Corporation must be

notified in writing of any such change.

Following construction completion, the Board shall deny requests to increase the amount of any superior mortgage, unless the criteria outlined in subsection 67-48.0105(5), F.A.C., are met, the original combined loan to value ratio for the superior mortgage and the SAIL mortgage is maintained or improved, and a proportionate amount of the increase in the superior mortgage is used to reduce the outstanding SAIL loan balance. To calculate the proportionate amount of the increase in the superior mortgage which must be paid toward the reduction of the SAIL loan balance, the following calculation shall be used: divide the amount of the original SAIL mortgage by the combined amount of the original SAIL mortgage and the original superior mortgage; then multiply the quotient by the amount of the increase in the superior mortgage from the current balance after deducting refinancing costs. For example, if the amount of the original SAIL mortgage is \$2,000,000, the original superior mortgage is \$4,000,000, with a current balance of \$3,000,000, a proposed new superior mortgage of \$5,000,000, and refinancing costs of \$200,000, then the amount of the increase in the superior mortgage after deducting refinancing costs would be \$1,800,000, and the proportionate amount of the increase in the superior mortgage which must be paid toward the reduction of the SAIL loan balance would be \$594,000. This \$594,000 would be applied first to accrued interest and then to principal.

(16) All SAIL loans shall be in conformance with applicable federal and state statutes, including the Fair Housing Act as implemented by 24 CFR Part 100, which is adopted and incorporated herein by reference, ~~and~~ Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, which is adopted and incorporated herein by reference, and Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8 ("Section 504 and its related regulations"), which is adopted and incorporated herein by reference. These provisions are available on the Corporation's Website under the Multifamily Programs 2011 Universal Application link labeled Related References and Links or from _____, _____, ~~http://www.flrules.org/Gateway/reference.asp?No=Ref-00478~~ and _____ ~~http://www.flrules.org/Gateway/reference.asp? No=Ref-00502~~. The Corporation shall allow units dedicated to occupancy by the Elderly in a Development designed for occupancy by elderly households pursuant to authorization by HUD under the Fair Housing Amendments of 1988 as implemented by 24 CFR Part 100. To the extent that a SAIL Development is not otherwise subject to Section 504 and its related regulations, the SAIL Development shall nevertheless comply with Section 504 and its related regulations as requirements of the SAIL Program to the same

extent as if the SAIL Development were subject to Section 504 and its related regulations in all respects. To that end, for purposes of the SAIL Program, SAIL funding shall be deemed "Federal financial assistance" within the meaning of that term as used in Section 504 and its related regulations for all SAIL Developments.

(17) Rent controls shall not be allowed on any Development except:

(a)(i) As required in conjunction with the issuance of tax-exempt bonds or federal Housing Credits and

(b)(ii) When the Sponsor has committed to set aside units for ELI Persons, in which case rents for such units shall be restricted at the level applicable for federal Housing Credits.

(18) The documents creating, evidencing or securing each SAIL loan must provide that any violation of the terms and conditions described in Rule Chapter 67-48, F.A.C., constitutes a default under the SAIL loan documents allowing the Corporation to accelerate its loan and to seek foreclosure as well as any other remedies legally available to it.

(19) A failure to pay any principal or interest due under the terms of this section shall constitute a default on the SAIL loan.

(20) If, after a four-month rent-up period commencing after issuance of the last certificate of occupancy on the units, an Applicant is unable to meet the agreed-upon demographic commitment for Elderly, Homeless, Persons with Special Needs, Farmworker or Commercial Fishing Worker, the Applicant may request to rent such units to Very Low-Income persons or households without demographic restriction.

(a) The written request must provide documentation of marketing efforts implemented over the past four-month period which demonstrate the inclusion of sources of potential residents, advertising to be used, other means of encouraging residents to rent at the Development, and priority to the original targeted group of residents. If the Corporation determines that prior marketing efforts were insufficient, a revised plan which is satisfactory to the Corporation must be submitted and implemented for a four-month period prior to reconsideration.

(b) The Board will require Applicants to provide additional amenities or resident programs suitable for the proposed resident population.

(c) The Board will require Applicants with 0 percent loans, as described in paragraphs 67-48.010(3)(a) and (b), F.A.C., to modify loan documents to conform to the terms and conditions of 1 percent loans, as described in paragraphs 67-48.010(3)(b) and (c), F.A.C., or to accelerate payments of SAIL loan principal or interest.

(21) The Applicant shall provide to the Corporation an annual budget of income and expenses for the Development,

certified as accurate by an officer of the Development, no later than 30 days prior to the beginning of the Development's fiscal year.

(22) Failure to provide the Corporation and its servicer with the Form SR-1 detailing the information needed to determine the annual payment to be made pursuant to this rule chapter shall constitute a default on the SAIL loan.

(23) For SAIL loans applied for prior to March 17, 2002, at the borrower's request, the Corporation will include up to 20 percent of total Developer fees per year as a Development Expense when calculating the interest due on the SAIL loan for the 2003 calendar year for the billing issued in 2004 pursuant to paragraph 67-48.010(8)(b), F.A.C., and for the billing for interest due each calendar year thereafter. Development Expense will not include Developer fees for determination of payment of interest on SAIL loans applied for prior to March 17, 2002 for the 2002 calendar year or any previous calendar year. For purposes in this paragraph, Development Expense has the same meaning as Project Expense and Eligible Project Expense as those terms are used in SAIL loans applied for prior to March 17, 2002.

(24) The Compliance Period for a SAIL Development shall be, at a minimum, a period of time equal to the greater of:

(a) The term of the loan.

(b) 12 years from the date the first residential unit is occupied, or

(c) Such longer period agreed to by the Applicant in the Application.

For SAIL Developments that contain occupied units at the time of closing, the Compliance Period shall begin not later than the termination of the last lease executed prior to closing of the SAIL loan.

(25) Unless and until a guarantor's obligations for a SAIL loan are terminated as approved in writing by the Corporation or its servicer, each guarantor shall furnish to the Corporation or its servicer financial statements as provided in paragraphs (a) through (c) below as the Corporation or its servicer may reasonably request.

(a) The audited financial statements are to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:

1. Comparative Balance Sheet with prior year and current year balances;
2. Statement of revenue and expenses;
3. Statement of changes in fund balances or equity;
4. Statement of cash flows; and
5. Notes to financial statements.

The financial statements referenced above should also be accompanied by a certification of the guarantor(s) as to the accuracy of such financial statements; or

(b) If an audited financial statement has not been prepared, a federal income tax return filed for the most recently completed year; or

(c) For individual guarantors, if an audited financial statement is not available a financial statement certified as true and complete without qualification by such guarantor and a copy of the most recently filed individual federal income tax return.

(26) Any SAIL Applicant from SAIL Application cycles with non-amortizing loans at 9 percent simple interest per annum with payments based on Development Cash Flow pursuant to the applicable cycle rule, may submit a written renegotiation request to the Corporation to modify their SAIL loan interest rate going forward from 9 percent simple interest per annum to 3 percent simple interest per annum with payments based on Development Cash Flow pursuant to subsections 67-48.010 (5) - (10), F.A.C., in exchange for providing a payment to the Corporation of the deferred interest based on an accrual rate of 3 percent simple interest per annum in no more than five (5) equal annual installments but in no event shall it be later than the maturity date of the loan. Payments made from Development Cash Flow, shall be included as Development Expenses as stated in paragraph 67-48.010(6)(b), F.A.C. All loan renegotiation requests must be submitted in writing to the Director of Special Assets. In addition to any related professional fees, the Corporation shall charge a non-refundable renegotiation fee as outlined in the most current competitive solicitation. The Corporation shall not proceed with the request until the Applicant or Developer has satisfied any financial obligations for which the Applicant or Developer, or Principal, Affiliate or Financial Beneficiary of the Applicant or Developer is in arrears to the Corporation or any agent or assignee of the Corporation.

Rulemaking Authority 420.507 FS. Law Implemented 420.5087 FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 9I-48.010, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11,_____.

67-48.0105 Sale, Transfer or Refinancing of a SAIL Development.

(1) Any sale, conveyance, assignment, or other transfer of interest or the grant of a security interest in all or any part of the title to the Development other than a superior mortgage shall be subject to the Corporation's prior written approval. The Board shall consider the facts and circumstances of each Applicant's request and any credit underwriting report, if available, prior to determining whether to grant such request.

(2) The SAIL loan shall be assumable upon sale or transfer of the Development if the following conditions are met:

(a) The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original loan;

(b) The proposed transferee agrees to maintain all set-asides and other requirements of the SAIL loan for the period originally specified or longer; and

(c) The proposed transferee and release of transferor receives a favorable recommendation from the Credit Underwriter and approval by the Board of Directors of the Corporation.

All assumption requests must be submitted in writing to the Director of Special Assets and contain the specific details of the transfer and assumption. In addition to any related professional fees, the Corporation shall charge a non-refundable assumption fee as outlined in the most current competitive solicitation ~~the Universal Application instructions.~~

(3) If the SAIL loan is not assumed since the buyer does not meet the criteria for assumption of the SAIL loan, the SAIL loan (principal and any outstanding interest) shall be repaid from the proceeds of the sale in the following order of priority:

(a) First mortgage debt service, first mortgage fees;

(b) SAIL compliance and loan servicing fees;

(c) An amount equal to the present value of the compliance monitoring fee, as computed by the Corporation and its servicer, times the number of payment periods for which the Development will have a set-aside for Very Low-Income persons or households beyond the repayment date. The present value discount rate shall be 2 percent per annum. Such amount shall be reduced by the amount of any compliance monitoring fees collected by the Corporation for the Development, provided:

1. The compliance monitoring fee covers some or all of the period following the anticipated SAIL repayment date; and

2. The Development has substantially equivalent set-asides for Very Low-Income persons or households mandated through another program of the Corporation for which the compliance monitoring fee was collected.

(d) Unpaid principal balance of the SAIL loan;

(e) Any interest due on the SAIL loan;

(f) Expenses of the sale;

(g) If there will be insufficient funds available from the proposed sale of the Development to satisfy paragraphs (3)(a)-(f) above, the SAIL loan shall not be satisfied until the Corporation has received:

1. An appraisal prepared by an appraiser selected by the Corporation or the Credit Underwriter indicating that the purchase price for the Development is reasonable and

consistent with existing market conditions;

2. A certification from the Applicant that the purchase price reported is the actual price paid for the Development, as supported by a copy of the final executed purchase and sale agreement, and that no other consideration passed between the parties, as supported by a draft and final closing statement, and that the Development Cash Flow reported to the Corporation during the term of the SAIL loan was true and accurate;

3. A certification from the Applicant that there are no Development funds available to repay the SAIL loan, including any interest due, and the Applicant knows of no source from which funds could or would be forthcoming to pay the SAIL loan; and

4. A certification from the Applicant detailing the information needed to determine the final billing for SAIL loan interest. Such certification shall require submission of financial statements and other documents that may be required by the Corporation and its servicer.

(4) The Corporation may renegotiate and extend the loan in order to extend or retain the availability of housing for the target population. Such renegotiations shall be based upon:

(a) Performance of the Applicant during the SAIL loan term;

(b) Availability of similar housing stock for the target population in the area;

(c) Documentation and certification by the Applicant that funds are not available to repay the Note upon maturity;

(d) A plan for the repayment of the loan at the new maturity date;

(e) Assurance that the security interest of the Corporation will not be jeopardized by the new term(s); and

(f) Industry standard terms which may include amortizing loans requiring regularly scheduled payments of principal and interest.

All loan renegotiation requests, including requests for extension, must be submitted in writing to the Director of Special Assets and contain the specific details of the renegotiation. In addition to any related professional fees, the Corporation shall charge a non-refundable renegotiation fee as outlined in an applicable competitive solicitation the Universal Application instructions.

(5) The Board shall approve requests for mortgage loan refinancing only if Development Cash Flow is improved, the Development's economic viability is maintained, the security interest of the Corporation is not adversely affected, and the Credit Underwriter provides a positive recommendation.

(6) The Board shall deny requests for mortgage loan refinancing which require extension of the SAIL loan term or

otherwise adversely affect the security interest of the Corporation, unless the criteria outlined in subsection 67-48.0105(5), F.A.C., are met, the Credit Underwriter recommends that the approval of such a request is crucial to the economic survival of the Development, or unless the Board determines that public policy will be better served by the extension as a result of the Applicant agreeing to further extend the Compliance Period or provide additional amenities or resident programs suitable for the resident population. Further, the Board shall limit any approved extension to a minimum term which makes the Development feasible and which does not exceed an industry standard term.

The Board shall deny requests to increase the amount of any superior mortgage, unless the criteria outlined in subsection 67-48.010(15), F.A.C., are met, the original combined loan to value ratio for the superior mortgage and the SAIL mortgage is maintained or improved, and a proportionate amount of the increase in the superior mortgage is used to reduce the outstanding SAIL loan balance.

Rulemaking Authority 420.507 FS. Law Implemented 420.5087 FS. History—New 12-23-96, Amended 1-6-98, Formerly 9I-48.0105, Amended 11-9-98, Repromulgated 2-24-00, Amended 2-22-01, 3-17-02, Repromulgated 4-6-03, Amended 3-21-04, Repromulgated 2-7-05, Amended 1-29-06, 4-1-07, Repromulgated 3-30-08, Amended 8-6-09, Repromulgated 11-22-11, Amended _____.

67-48.013 SAIL Construction Disbursements and Permanent Loan Servicing.

(1) SAIL loan proceeds shall be disbursed during the construction phase in an amount per Draw which does not exceed the ratio of the SAIL loan to the Total Development Cost, unless approved by the Credit Underwriter.

(2) Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw. The request shall set forth the amount to be paid and shall be accompanied by documentation specified by the Corporation's servicer including claims for labor and materials to date of the last inspection.

(3) The Corporation and its servicer shall review the request for a Draw, and the servicer shall provide the Corporation with approval of the request or an alternative recommendation, after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw and increasing the insurance coverage to an amount equal to the sum of all prior Draws and the current Draw, ~~without additional exceptions, except those specifically approved in writing by the Corporation.~~

(4) The Corporation shall disburse construction Draws through Automated Clearing House (ACH). The Applicant may request disbursement of construction Draws via a wire transfer. The Applicant will be charged a fee of \$10 for each wire transfer requested. This charge will be netted against the Draw amount.

(5) The Corporation shall elect to withhold any Draw or portion of any Draw, notwithstanding any documentation submitted by the Applicant in connection with the request for a Draw, if

(a) The Corporation or the Corporation's servicer determines at any time that the actual cost budget or progress of construction differs from that as shown on the loan documents; or

(b) The percentage of progress of construction of the improvements differs from that shown on the request for a Draw.

(6) The servicer may request submission of revised construction budgets.

(7) Based on the Applicant's progress of construction, if the Corporation determines that further analysis by the Credit Underwriter is required prior to the release of the final Draw, the Applicant shall pay to the Credit Underwriter a fee based on an hourly rate determined pursuant to the contract between the Corporation and the Credit Underwriter.

(8) Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent completion, no additional retainage shall be held from the remaining Draws. Release of funds held by the Corporation's servicer as retainage shall occur pursuant to the SAIL loan agreement.

Rulemaking Authority 420.507 FS. Law Implemented 420.5087 FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 9I-48.013, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, Repromulgated 4-6-03, 3-21-04, 2-7-05, 1-29-06, Amended 4-1-07, Repromulgated 3-30-08, 8-6-09, 11-22-11, Amended _____.

PART III HOME INVESTMENT PARTNERSHIPS PROGRAM

67-48.014 HOME General Program Procedures and Restrictions.

(1) Unless otherwise provided in a competitive solicitation ~~the Application instructions~~, the Corporation shall utilize up to 10 percent of the HOME allocation for administrative costs pursuant to 24 CFR Part 92.

(2) The Corporation shall utilize at least 15 percent of the HOME allocation for CHDOs pursuant to 24 CFR Part 92. In order to apply under the CHDO set-aside, the CHDO must

have at least 51 percent ownership interest in the Development held by the General Partner entity and meet all other CHDO requirements as defined by HUD in 24 CFR Part 92 and other Corporation requirements identified in the CHDO Checklist. The CHDO Checklist is adopted and incorporated herein by reference, effective 8-31-2012 ~~10-17-06~~, and is available on the Corporation's Website under the Multifamily Programs 2011 Universal Application link labeled Related References and Links or from _____ or by contacting the HOME-Rental Program at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329.

(3) ~~For any~~ ~~Within the~~ rental funding cycle administered pursuant to Rule Chapter 67-48, F.A.C., the Corporation will distribute funds as provided in the applicable competitive solicitation ~~Universal Application instructions~~, ~~through a competitive request for proposal (RFP) process, or both.~~

(4) The maximum per-unit subsidy amount of HOME funds that the Corporation shall invest on a per-unit basis in affordable housing shall not exceed the per-unit dollar limits established by the Corporation as identified in the applicable competitive solicitation ~~current Application instructions~~ and included on the HOME Rental FHFC Subsidy Limits chart, which is adopted and incorporated by reference, effective 1-1-2012 ~~7-9-09~~. A copy of such chart is available on the Corporation's Website under the Multifamily Programs 2011 Universal Application link labeled Related References and Links or from _____ or by contacting the HOME-Rental Program at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329.

(5) The minimum amount of HOME funds that must be invested in a Rental Development is \$1,000 times the number of HOME-Assisted Units in the Development.

(6) A Development qualifies as affordable housing and for HOME funds if, with respect to income and occupancy:

(a) 80 percent of the HOME-Assisted Units are occupied by families whose annual income does not exceed 60 percent of the median family income for the area, as determined by HUD, with adjustments for family size, and

(b) 20 percent of the HOME-Assisted Units are occupied by families whose annual income does not exceed 50 percent of the median family income for the area, as determined by HUD, with adjustments for family size.

(c) When the income of a resident increases above 80 percent of area median income, the next unit that becomes available in the Development must be rented to a HOME income-eligible resident. If the income of a Very Low-Income household increases above the limits for a Very Low-Income household, then the Developer must rent the next available unit to a Very Low-Income household. The amount of rent the resident whose income has increased must pay is the lesser of the amount payable by resident under state or local law or 30

percent of the adjusted monthly income for rent and utilities.

(d) High HOME rent means 80 percent of the HOME-Assisted Units in a Development must have rents set at no more than the lesser of the Section 8 Fair Market Rent (FMRs) or rents that are 30 percent for a Family at 65 percent of median income limit, minus resident-paid utilities. Low HOME rent means 20 percent of the HOME-Assisted Units in a Development must have rents set at no more than the lesser of the Section 8 Fair Market Rent (FMRs), or 30 percent of the gross income of a Family at 50 percent of the area median income, minus resident-paid utilities. With respect to rent limits, the HOME Rent Chart at 65 percent or 50 percent, or the Fair Market Rent, less the applicable utility allowance, is the maximum rent that can be charged for a HOME Rent-Restricted Unit. HOME-Assisted Units with Section 8 subsidy must compare the Section 8 gross rent (resident rent, subsidy amount, and utility allowance) to the maximum applicable HOME high or low rent limit minus utilities. However, Developments with project-based rental assistance may utilize the project-based rents as compared to the HOME High and Low rents. Compliance with the HOME rent restrictions will take precedence over the Developer's acceptance of a full Section 8 (resident-based) subsidy for the HOME-Assisted Units. However, if a HOME Rent-Restricted Unit receives federal or state project-based rental subsidy and the Family's contribution toward rent does not exceed 30 percent of the Family's adjusted income, then the maximum rent (i.e., tenant contribution plus project-based rental subsidy) is the rent allowable under the federal or state project-based rental subsidy program.

(e) The minimum Compliance Period for Rehabilitation Developments is 15 years from the date the first residential unit is occupied. For Developments that contain occupied units at the time of closing, the Compliance Period shall begin the earlier of:

1. (i) The termination of the last lease executed prior to closing of the HOME loan or

2. (ii) At project completion as defined in 24 CFR § 92.2. The Compliance Period will be extended until the loan is repaid as enumerated in subsection 67-48.020(1), F.A.C.

(f) The minimum Compliance Period for newly-constructed rental housing is 20 years from the date the first residential unit is occupied. The Compliance Period will be extended until the loan is repaid as enumerated in subsection 67-48.020(1), F.A.C.

(g) The minimum percentage of HOME-Assisted Units within a Development must be at least equal to the percentage (ratio) calculated by dividing the HOME loan amount by the Total Development Cost. This percentage will be utilized to determine the minimum number of HOME-Assisted Units required within a Development. HOME-Assisted Units must

be identified at the time of Application. For purposes of meeting affordable housing requirements for a Development, the HOME-Assisted Units counted may be changed over the Compliance Period, so long as the total number of HOME-Assisted Units remains the same, and the substituted units are, at a minimum, comparable in terms of size, features, and number of bedrooms to the original HOME-Assisted Units.

(h) The Development will remain affordable, pursuant to commitments documented within the executed Land Use Restriction Agreement without regard to the term of the mortgage or to transfer of ownership.

(7) The Development must comply with all applicable provisions of 24 CFR Part 92 and Rule Chapter 67-48, F.A.C.

(8) A Development that is under construction may be eligible to apply for HOME funds only if the final building permit is dated no earlier than six (6) months prior to the submission Application dDeadline for the applicable competitive solicitation, the Development is able to provide evidence of compliance with federal labor standards (if 12 or more HOME-Assisted uUnits are developed under a single contract) for any work already completed, and the Development is able to provide evidence of compliance with HUD environmental requirements as well as all other federal HOME regulations as listed in Rule 67-48.014, F.A.C., and 24 CFR Part 92. The federal requirements may require completion of activities prior to submission of an Application for HOME funding.

(9) Any single contract for the development (rehabilitation or new construction) of affordable housing with 12 or more HOME-Assisted uUnits under the HOME Program must contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the United States Secretary of Labor pursuant to the Davis-Bacon Act, 40 U.S.C. §§ 3142 – 3144, 3146 and 3147 (2002), ~~which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00461>, 24 CFR § 92.354, 24 CFR Part 70 (volunteers), which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00448>, and 40 U.S.C. § 3145 (2002), which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00460>, will be paid to all laborers and mechanics employed for the construction or rehabilitation of the Development, and such contracts must also be subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701 – 3706 and 3708 (2002), which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00459>, the Copeland Act (Anti-Kickback Act), 40 U.S.C. § 3145 (2002), and the Fair Labor Standards Act of 1938, as amended~~

(29 U.S.C. § 201 et seq.), which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00479>. The foregoing provisions are also available on the Corporation's Website under the 2011 Universal Application link labeled Related References and Links.

(10) All HOME Developments must conform to the following federal requirements which are available on the Corporation's Website under the 2011 Universal Application link labeled Related References and Links or from the web links listed below:

(a) Equal Opportunity and Fair Housing as enumerated in 24 CFR § 92.202 and 92.250, Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00476>; Fair Housing Act (42 U.S.C. §§3601-3619), which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00475>; Age Discrimination Act of 1975, as amended (42 U.S.C. §6101), which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00474>; Executive Order 11063 (amended by Executive Order 12259), which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00472>; and 24 CFR § 5.105(a), which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00473>.

(b) Affirmative Marketing as enumerated in 24 CFR § 92.351.

(c) Environmental Review as enumerated in 24 CFR § 92.352, 24 CFR Part 58, which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00470>; and National Environmental Policy Act of 1969, which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00471>.

(d) Displacement, Relocation, and Acquisition as enumerated in 24 CFR § 92.353, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4201-4655), which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00467>; 49 CFR Part 24, which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00465>; 24 CFR Part 42 (Subpart C), which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00463>; and Section 104(d) "Barney Frank Amendments," which is

adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00463>.

(e) Lead-based Paint as enumerated in 24 CFR § 92.355; and 24 CFR Part 35, which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00491>.

(f) Conflict of Interest as enumerated in 24 CFR § 92.356 and; 24 CFR §§ 85.36 and 84.42, which are adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00458> and <http://www.flrules.org/Gateway/reference.asp?No=Ref-00457>.

(g) Debarment and Suspension as enumerated in 24 CFR Part 24, which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00462>.

(h) Flood Insurance as enumerated in Section 202 of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4106); which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00482>.

(i) Handicapped Accessibility as enumerated in Section 504 of the Rehabilitation Act of 1973 (implemented in 24 CFR Part 8) and 24 CFR § 100.205, which are adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00483> and <http://www.flrules.org/Gateway/reference.asp?No=Ref-00478>.

(j) Americans with Disabilities Act as enumerated in 42 U.S.C. § 12131; and 47 U.S.C. §§ 155, 201, 218 and 225; which are adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00453> and <http://www.flrules.org/Gateway/reference.asp?No=Ref-00454>.

(k) Equal Opportunity Employment as enumerated in Executive Order 11246 (implemented in 41 CFR Part 60), which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00477>.

(l) Economic Opportunity for Low- and Very Low-Income Persons as implemented in 24 CFR Part 135, which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00468>.

(m) Minority/Women Employment as enumerated in 24 CFR § 85.36(e) and Executive Orders 11625, 12432, and 12138, which are adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-00492> and <http://www.flrules.org/Gateway/reference.asp?No=Ref-00493>.

(n) Site and Neighborhood Standards as enumerated in 24 CFR § 983.6(b), which is adopted and incorporated herein by reference and available at <http://www.flrules.org/Gateway/reference.asp?No=Ref 00499>.

Rulemaking Authority 420.507(12) FS. Law Implemented 420.5089(2) FS. History—New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 9I-48.014, Amended 11-9-98, Repromulgated 2-24-00, Amended 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, _____.

67-48.015 Match Contribution Requirement for HOME Allocation.

(1) The Corporation is required by HUD to match non-federal funds to the HOME allocation as specified in 24 CFR Part 92.

(2) A Match Credit Fund funded by the state of Florida has been appropriated to the Corporation. The funds are to be used for demonstration Developments, pilot programs, or other Developments selected and approved by the Corporation’s Board of Directors. Such pilot programs or Developments shall be counted as the Corporation’s required match for HUD purposes and may be any eligible activity acceptable to 24 CFR Part 92 and approved by the Corporation’s Board of Directors.

Rulemaking Authority 420.507(12) FS. Law Implemented 420.5089(4) FS. History—New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 9I-48.015, Amended 11-9-98, Repromulgated 2-24-00, Amended 2-22-01, 3-17-02, 4-6-03, Repromulgated 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, _____.

67-48.017 Eligible HOME Activities.

HOME funds may be used for acquisition (must include new construction and/or Rehabilitation), new construction, reconstruction, or moderate or substantial rehabilitation of non-luxury housing with suitable amenities or for tenant based rental assistance pursuant to 24 CFR Part 92.

Rulemaking Authority 420.507(12) FS. Law Implemented 420.5089(3) FS. History—New 7-22-96, Repromulgated 12-23-96, 1-6-98, Formerly 9I-48.017, Amended 11-9-98, Repromulgated 2-24-00, 2-22-01, 3-17-02, Amended 4-6-03, Repromulgated 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, _____.

67-48.018 Eligible HOME Applicants.

(1) Unless otherwise permitted in the Board approves a competitive solicitation allocation process outside the Universal Cycle, an Applicant is not eligible to apply for HOME Program funding if any of the following pertain to the proposed Development:

(a) The proposed Development has received an allocation of Housing Credits or a Competitive Housing Credit commitment, unless written notice has been provided to the Corporation prior to the Application ~~Deadline to apply~~ for the applicable HOME funding ~~current cycle~~ withdrawing acceptance of such allocation or commitment and returning the ~~previously awarded HC funding from a prior cycle~~;

(b) A preliminary commitment of funding for the proposed Development through the HOME Program ~~or~~, the SAIL Program, ~~or the RRLP Program~~ has already been accepted, unless written notice has been provided to the Corporation prior to the Application ~~Deadline to apply~~ for the new HOME funding current cycle withdrawing such acceptance and returning the prior HOME Program ~~or~~, SAIL Program, ~~or RRLP Program~~ funding.

(c) The proposed Development site or any part thereof is subject to any Land Use Restriction Agreement or Extended Use Agreement, or both, in conjunction with any Corporation affordable housing financing intended to foster the development or maintenance of affordable housing, unless at least one (1) of with the following exceptions applies: ~~Those exceptions being~~

1. ~~(i) A~~ LURA recorded in conjunction with the Predevelopment Loan Program or the Elderly Housing Community Loan Program, or

2. A LURA recorded in conjunction with a Multifamily Mortgage Revenue Bond Program loan closed after January 1, 2012, or and

3. ~~(ii) A~~ LURA or EUA, or both, for an existing building or buildings, originally constructed at least 25 years prior to the Application ~~Deadline to apply~~ for the applicable HOME funding current Funding Cycle, where, in the current Application, the Applicant has selected and qualified for the Homeless demographic commitment with a Development category of Rehabilitation, Acquisition and Rehabilitation, Preservation or Acquisition and Preservation.

(2) Applicants for HOME loans may include CHDOs, Public Housing Authorities, Local Governments, Non-Profit organizations, and private for-profit organizations. The Applicant must be a legally-formed, existing entity at the time of Application ~~Deadline~~. Pursuant to 24 CFR Part 92, Applicants may not request additional HOME funding during the period of affordability.

(3) For tenant based rental assistance, eligible Public Housing Authorities shall be limited to those Public Housing Authorities that provide a copy of their most recent Section Eight Management Assessment Program (SEMAP) and can demonstrate compliance with 24 CFR § 982.401, ~~which is incorporated by reference and available on the Corporation’s~~

~~Website under the 2011 Universal Application link labeled Related References and Links or from <http://www.flrules.org/Gateway/reference.asp?No=Ref-00486>.~~

(a) Eligible Public Housing Authorities shall use the HOME Investment Partnership Program, state of Florida, TBRA Agreement (Rev. 09/06), which is incorporated herein by reference and available on the Corporation's Website under the Multifamily Programs 2011 Universal Application link labeled Related References and Links or from _____.

(b) An eligible Public Housing Authority's request for funding shall be based upon demonstration of recipient need. Rulemaking Authority 420.507(12) FS. Law Implemented 420.5089(3) FS. History—New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 9I-48.018, Amended 11-9-98, Repromulgated 2-24-00, 2-22-01, Amended 3-17-02, 4-6-03, Repromulgated 3-21-04, Amended 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, _____.

67-48.019 Eligible and Ineligible HOME Development Costs.

(1) HOME funds may be used to pay for the following eligible costs as enumerated in 24 CFR Part 92:

(a) Development hard costs as they directly relate to the identified HOME-Assisted Units only for:

1. New construction, the costs necessary to meet local and state of Florida building codes and the Model Energy Code referred to in 24 CFR Part 92;

2. Rehabilitation, the costs necessary to meet local and state of Florida rehabilitation building codes and at a minimum, the Section 8 Housing Quality Standards under 24 CFR Part 92;

3. Both new construction and rehabilitation, costs to demolish existing structures, improvements to the Development site and utility connections;

(b) The cost of acquiring improved or unimproved real property. A HOME Development and HOME loan that involves acquisition must include Rehabilitation or new construction in order to be an eligible Development.

(c) Soft costs as they relate to the identified HOME-Assisted Units. The costs must be reasonable, as determined by the Corporation and the Credit Underwriter, and associated with the financing, development, or both. These costs may include:

1. Architectural, engineering or related professional services required to prepare plans, drawings, specifications or work write-ups;

2. Costs to process and settle the HOME financing for a Development, such as credit reports, fees for evidence of title, recordation, building permits, attorney fees, cost certifications, and estimates;

3. Developer's and General Contractor's fees as described in Rule 67-48.0072, F.A.C.;

4. Impact fees;

5. Costs of Development audits required by the Corporation;

6. Affirmative marketing and fair housing costs;

7. Temporary relocation costs as required under 24 CFR Part 92;

(2) HOME funds shall not be used to pay for the following ineligible costs:

(a) Development reserve accounts for replacements, unanticipated increases in operating costs, or operating subsidies, except as described in 24 CFR § 92.206(d)(5);

(b) Public housing;

(c) Administrative costs;

(d) Developer fees unless the HOME funds include Rehabilitation or new construction; or

(e) Any other expenses not allowed under 24 CFR Part 92.

Rulemaking Authority 420.507(12) FS. Law Implemented 420.5089(3) FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 9I-48.019, Amended 11-9-98, 2-24-00, Repromulgated 2-22-01, Amended 3-17-02, 4-6-03, Repromulgated 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, _____.

67-48.020 Terms and Conditions of Loans for HOME Rental Developments.

All HOME Rental Development loans shall be in compliance with the Act, 24 CFR Part 92 and, at a minimum, contain the following terms and conditions:

(1) The HOME loan may be in a first, second, or subordinated lien position. The term of the loan shall be for a minimum period of 15 years for Rehabilitation Developments and 20 years for new construction Developments. The term of the HOME loan ~~shall may~~ be extended to coterminate with the first mortgage term upon the recommendation of the Credit Underwriter and approval by the Corporation. With regard to said approval, the Corporation shall consider the facts and circumstances, inclusive of the financial feasibility of the Development.

(2) The annual interest rate will be determined by the following:

(a) All for-profit Applicants that own 100 percent of the ownership interest in the Development held by the general partner or managing member entity will receive a 1.5 percent per annum interest rate loan.

(b) All qualified non-profit Applicants that own 100 percent of the ownership interest in the Development held by the general partner or managing member entity will receive a 0 percent interest rate loan. For purposes of determining the annual HOME interest rate, the definition of Non-Profit found at Rules 67-48.002 and 67-48.0075, F.A.C., shall not apply; instead, qualified non-profit Applicants shall be those entities defined in 24 CFR Part 92, Section 42(h)(5)(c), subsection

501(c)(3) or 501(c)(4) of the IRC and organized under Chapter 617, F.S., if a Florida corporation, or organized under similar state law if organized in a jurisdiction other than Florida.

(c) If the Applicant is a Public Housing Authority, or if the Applicant is an entity created by a Public Housing Authority under Section 421.08, F.S., and such Public Housing Authority owns 100 percent of the ownership interest in the Development held by the general partner or managing member of such Applicant entity, the loans funded after February 20, 2011 will receive a 0 percent interest rate.

(d) An Applicant owned in part by a qualified non-profit or a Public Housing Authority, but which does not meet the requirements of (b) or (c) above, will, for loans funded after February 20, 2011, receive a 0 percent interest rate loan on the portion of the loan amount equal to the qualified non-profit's or Public Housing Authority's ownership interest in the Development held by the general partner or managing member of such Applicant entity. A 1.5 percent interest rate shall be charged on the balance of the loan amount. The interest rate charged on the total loan amount shall be determined by blending the rates proportionately. After closing, should the Applicant sell any portion of the Development ownership, the loan interest rate ratio will be adjusted to conform to the new percentage of ownership.

(e) Notwithstanding the provisions of paragraphs (a) through (d) above, the annual interest rate for those HOME loans closed after February 20, 2011 where the HOME Developments are at least partially financed with a MMRB Loan (as defined in Rule Chapter 67-21, F.A.C.) shall be as determined by the Corporation's Board of Directors.

(3) The loans shall be non-amortizing and repayment of principal shall be deferred until maturity, unless otherwise recommended by the Credit Underwriter and approved by the Corporation. Unless otherwise provided in any competitive solicitation, the Corporation will consider the facts and circumstances, inclusive of the financial feasibility of the Development.

(a) For HOME Developments that are not at least partially financed with a MMRB Loan (as defined in Rule Chapter 67-21, F.A.C.), interest payments on the loan shall be paid to the Corporation's servicer annually on the date specified in the Note.

(b) For HOME Developments that are at least partially financed with a MMRB Loan (as defined in Rule Chapter 67-21, F.A.C.) where the HOME loan closed after February 20, 2011:

1. Payment on the loans shall be based upon the Development Cash Flow as determined pursuant to the Financial Reporting Form SR-1, or shall be due annually as determined by the Corporation's Board of Directors. Such determination by the Board shall be based upon a written

recommendation by the Credit Underwriter which has considered the economic and financial viability of the Development as well as the protection of the Corporation's repayment of principal and interest. Any distribution or payment to the Principal(s) of the Applicant or Developer or any Affiliate of the Principal of the Applicant or Developer or any Affiliate of the Applicant or Developer, whether paid directly or indirectly, which was not expressly disclosed in determining debt service coverage in the Board approved final credit underwriting report, with the exception of payment of the deferred Developer fee allowable to maximum of 20 percent per year, will be added back to the amount of cash available for the HOME loan interest payment, as calculated in the Financial Reporting Form SR-1, for the purpose of determining interest due. Interest may be deferred as set forth in subparagraph 3. below, without constituting a default on the loan.

2. The HOME loans shall be repaid from all Development Cash Flow, and Development Cash Flow shall be applied to pay the following items in order of priority:

a. All superior mortgage fees and debt service;

b. Development Expenses on the HOME loan, plus including up to 20 percent of total deferred Developer fees per year;

c. Interest payment on HOME loan balance as stated in paragraph 67-48.020(2)(e), F.A.C., over the life of the HOME loan;

d. Interest payments on the HOME loan deferred from previous years;

e. Mandatory payment on subordinate mortgages.

After the full HOME loan interest has been paid, the Applicant shall retain all remaining monies, unless the Applicant chooses to prepay a portion of the loan balance.

3. The determination of Development Cash Flow, determination of payment priorities, and payment of interest on HOME loans shall occur annually. Any payments of accrued and unpaid interest due annually on HOME loans shall be deferred to the extent that Development Cash Flow is insufficient to make said payments pursuant to the payment priority schedule established in this rule chapter. If Development Cash Flow is under-reported and such report causes a deferral of HOME interest, such under-reporting shall constitute an event of default on the HOME loan. A penalty of 5 percent of any required payment shall be assessed.

(4) As approved by the Board of Directors, loans which finance demonstration Developments or Developments located in a state or federally declared disaster area may be provided with forgivable terms.

(5) The accumulation of all Development financing, including the HOME loan and all existing debt within a Development, may not exceed the Total Development Cost, as

determined and certified by the Credit Underwriter.

(6) Before disbursing any HOME funds, there must be a written agreement with the Applicant ensuring compliance with the requirements of the HOME Program pursuant to this rule chapter and 24 CFR Part 92.

(7) A representative of the Applicant and the managing agent of the Development must attend a Corporation-sponsored training session on income certification and compliance procedures.

(8) If the Development has 12 or more HOME-Assisted Units to be developed under a single contract, the General Contractor and all available subcontractors shall attend a Corporation-sponsored preconstruction conference regarding federal labor standards provisions.

(9) The Corporation shall require adequate insurance to be maintained on the Development as determined by the first mortgage lender or the Corporation's servicer, but which shall, in any case, include fire, hazard and other insurance sufficient to meet the standards established in Part IIIA ~~∇~~, Section 322 ~~406~~ of the Fannie Mae Multifamily Delegated Underwriting and Servicing (DUS) Guide, effective April 29, 2011 ~~August 16, 2007~~, which is adopted and incorporated herein by reference and available on the Corporation's Website under the Multifamily Programs 2011 Universal Application link labeled Related References and Links or from _____.

(10) All loans must provide that any violation of the terms and conditions described in this rule chapter or 24 CFR Part 92 constitute a default under the HOME loan documents allowing the Corporation to accelerate its loan and seek foreclosure as well as any other remedies legally available to it.

(11) If a default on a HOME loan occurs, the Corporation will commence legal action to protect the interest of the Corporation. The Corporation shall acquire real and personal property or any interest in the Development if that acquisition is necessary to protect any HOME loan; sell, transfer, and convey any such property to a buyer without regard to the provisions of Chapters 253 and 270, F.S.; and, if that sale, transfer, or conveyance cannot be consummated within a reasonable time, lease the Development for occupancy by Eligible Persons.

(12) The Corporation or its servicer shall monitor the compliance of each Development with all terms and conditions of the HOME loan and shall require that such terms and conditions be recorded in the public records of the county where the Development is located. Violation of any term or condition shall constitute a default during the term of the HOME loan.

(13) The Applicant shall not refinance, increase the principal amount, or alter any terms or conditions of any mortgage superior or inferior to the HOME mortgage without

prior approval of the Corporation's Board of Directors. However, an Applicant may reduce the interest rate on any superior or inferior mortgage loan without the Board's permission, provided that no other terms of the loan are changed. The Corporation must be notified of any such change.

Following construction completion, the Board shall deny requests to increase the amount of any superior mortgage, unless the criteria outlined in subsection 67-48.0205(3), F.A.C., are met, the original combined loan to value ratio for the superior mortgage and the HOME mortgage is maintained or improved, and a proportionate amount of the increase in the superior mortgage is used to reduce the outstanding HOME loan balance. To calculate the proportionate amount of the increase in the superior mortgage which must be paid toward the reduction of the HOME loan balance, the following calculation shall be used: divide the amount of the original HOME mortgage by the combined amount of the original HOME mortgage and the original superior mortgage; then multiply the quotient by the amount of the increase in the superior mortgage from the current balance after deducting refinancing costs. For example, if the amount of the original HOME mortgage is \$2,000,000, the original superior mortgage is \$4,000,000, with a current balance of \$3,000,000, a proposed new superior mortgage of \$5,000,000, and refinancing costs of \$200,000, then the amount of the increase in the superior mortgage after deducting refinancing costs would be \$1,800,000, and the proportionate amount of the increase in the superior mortgage which must be paid toward the reduction of the HOME loan balance would be \$594,000. This \$594,000 would be applied first to accrued interest and then to principal.

(14) Annually, within 151 Calendar Days following the Applicant's fiscal year end, the Applicant shall provide the Corporation with an audited financial statement and an executed Financial Reporting Form SR-1, Rev. 02-13 ~~01-11~~, which is incorporated by reference and available on the Corporation's Website under the Multifamily Programs 2011 Universal Application link labeled Related References and Links or from _____. The audited financial statement and a copy of the signed Form SR-1, with Parts 1, 2, and 5 completed, shall be submitted in both PDF format and in electronic form as a Microsoft Excel spreadsheet to the Corporation at the following web address: financial.reporting@floridahousing.org. The initial submission will be due following the fiscal year within which the first unit is occupied. In the case where the HOME Development contained occupied units at the time of acquisition, the initial submission will be due following the fiscal year within which the 12 month anniversary of the HOME loan closing is observed. The audited financial statement is to be prepared in

accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:

- (a) Comparative Balance Sheet with prior year and current year balances;
- (b) Statement of revenue and expenses;
- (c) Statement of changes in fund balances or equity;
- (d) Statement of cash flows; and
- (e) Notes to financial statements.

The financial statements referenced above should also be accompanied by a certification of the Applicant as to the accuracy of such financial statements. A late fee of ~~\$250~~ \$500 will be assessed by the Corporation for failure to submit the above documents by the stated deadline.

(15) Unless and until a guarantor's obligations for a HOME loan are terminated as approved in writing by the Corporation or its servicer, each guarantor shall furnish to the Corporation or its servicer financial statements as provided in paragraphs (a) through (c) below as the Corporation or its servicer may reasonably request.

(a) The audited financial statements are to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:

- 1. Comparative Balance Sheet with prior year and current year balances;
- 2. Statement of revenue and expenses;
- 3. Statement of changes in fund balances or equity;
- 4. Statement of cash flows; and
- 5. Notes to financial statements.

The financial statements referenced above should also be accompanied by a certification of the guarantor(s) as to the accuracy of such financial statements; or

(b) If an audited financial statement has not been prepared, a federal income tax return filed for the most recently completed year; or

(c) For individual guarantors, if an audited financial statement is not available a financial statement certified as true and complete without qualification by such guarantor and a copy of the most recently filed individual federal income tax return.

Rulemaking Authority 420.507(12) FS. Law Implemented 420.5089(7), (8), (9) FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 9I-48.020, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, _____.

67-48.0205 Sale, Transfer or Refinancing of a HOME Development.

(1) The HOME loan shall be assumable upon Development sale, transfer or refinancing if the following conditions are met:

(a) The proposed transferee meets all specific Applicant identity criteria which were required as conditions of the original loan;

(b) The proposed transferee agrees to maintain all set-asides and other requirements of the HOME loan for the period originally specified; ~~and~~

(c) The proposed transferee agrees to pay all loan servicing and compliance monitoring fees after the HOME affordability period expires through the end of the HOME LURA; and

~~(d)(e)~~ The proposed transferee and Application receives a favorable recommendation from the Credit Underwriter and approval by the Corporation's Board of Directors.

All assumption requests must be submitted in writing to the Director of Special Assets and contain the specific details of the transfer and assumption. In addition to any related professional fees, the Corporation shall charge a non-refundable assumption fee as outlined in the most current competitive solicitation ~~the Universal Application instructions.~~

(2) If the Development is sold and the proposed transferee does not meet the criteria for assumption of the loan, the HOME loan shall be repaid from the proceeds of the sale. If there will be insufficient funds available from the proposed sale of the Development, the HOME loan shall not be satisfied until the Corporation has received:

(a) An appraisal prepared by an appraiser selected by the Corporation indicating that the purchase price for the Development is reasonable and consistent with existing market conditions;

(b) A certification from the Applicant that the purchase price reported is the actual price paid for the Development, as supported by a copy of the final executed purchase and sale agreement, and that no other consideration passed between the parties, as supported by a draft and final closing statement, and that the income reported to the Corporation during the term of the loan was true and accurate; and

(c) A certification from the Applicant that there are no Development funds available to repay the loan and the Applicant knows of no source from which funds could or would be forthcoming to pay the loan.

(d) The proposed transferee will pay an amount equal to the present value of the annual compliance monitoring fee, as computed by the Corporation and its servicer, multiplied by the number of years for which the Development will have a set-aside for Very Low-Income persons or households beyond the repayment date. The present value discount rate shall be 2

percent per annum. Such amount shall be reduced by the amount of any compliance monitoring fees collected by the Corporation for the Development, provided:

1. The compliance monitoring fee covers some or all of the period following the anticipated HOME

repayment date; and

2. The Development has substantially equivalent set-asides for Very Low-Income persons or households mandated through another program of the Corporation for which the compliance monitoring fee was collected.

(3) The Corporation may renegotiate and extend the loan in order to extend or retain the availability of housing for the target population. Such renegotiations shall be based upon:

(a) Performance of the Applicant during the HOME loan term;

(b) Availability of similar housing stock for the target population in the area;

(c) Documentation and certification by the Applicant that funds are not available to repay the Note upon maturity;

(d) A plan for the repayment of the loan at the new maturity date;

(e) Assurance that the security interest of the Corporation will not be jeopardized by the new term(s); and

(f) Industry standard terms which may include amortizing loans requiring regularly scheduled payments of principal and interest.

All loan renegotiation requests, including requests for extension, must be submitted in writing to the Director of Special Assets and contain the specific details of the renegotiation. In addition to any related professional fees, the Corporation shall charge a non-refundable renegotiation fee as outlined in an applicable competitive solicitation.

~~(4)(3)~~ The Board shall approve requests for mortgage loan refinancing only if Development cash flow is improved, the Development's economic viability is maintained, the security interest of the Corporation is not adversely affected, and the Credit Underwriter provides a positive recommendation.

~~(5)(4)~~ The Board shall deny requests for mortgage loan refinancing which require extension of the HOME loan term or otherwise adversely affect the security interest of the Corporation unless the criteria outlined in subsection 67-48.0205(3), F.A.C., are met, the Credit Underwriter recommends that the approval of such a request is crucial to the economic survival of the Development or unless the Board determines that public policy will be better served by the extension as a result of the Applicant agreeing to further extend the Compliance Period or provide additional amenities or resident programs suitable for the resident population. Further, the Board shall limit any approved extension to a minimum term which makes the Development feasible and which does not exceed an industry standard term.

Rulemaking Authority 420.507(12) FS. Law Implemented 420.5089(7), (8), (9) FS. History--New 12-23-96, Amended 1-6-98, Formerly 9I-48.0205, Amended 11-9-98, Repromulgated 2-24-00, Amended 2-22-01, Repromulgated 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, Amended 4-1-07, Repromulgated 3-30-08, 8-6-09, 11-22-11, Amended _____.

67-48.022 HOME Disbursements Procedures and Loan Servicing.

(1) HOME loan proceeds shall be disbursed during the construction/rehabilitation phase in an amount per Draw on a pro-rata basis with the other financing unless otherwise approved by the Corporation or the Credit Underwriter.

(2) Ten (10) business days prior to each Draw, the Applicant shall supply the Corporation's servicer, as agent for the Corporation, with a written request executed by the Applicant for a Draw in a form and substance acceptable to the Corporation's servicer.

(3) The request shall set forth the amount to be paid and shall be accompanied by documentation as specified by the Corporation's servicer. Such documentation shall include invoices for labor and materials to date of the last inspection.

(4) The Corporation's servicer and the Corporation shall review the request for Draw and the Corporation's servicer shall provide the Corporation with approval of the request or an alternative recommendation of an amount to be paid after the title insurer provides an endorsement to the policy of title insurance updating the policy to the date of the current Draw and increasing the insurance coverage to an amount equal to the sum of all prior Draws and the current Draw, without additional exceptions, except those specifically approved in writing by the Corporation. For all Developments consisting of 12 or more HOME-Assisted Units to be developed under a single contract, the borrower shall submit weekly payrolls of the General Contractor and subcontractors in accordance with Federal Labor Standards as enumerated in 24 CFR § 92.354.

(5) Retainage in the amount of 10 percent per Draw shall be held by the servicer during construction until the Development is 50 percent complete. At 50 percent completion, no additional retainage shall be held from the remaining draws. Release of funds held as retainage shall occur in accordance with the HOME loan documents.

(6) The Corporation or its servicer shall elect to withhold any Draw or portion of any Draw, in addition to the retainage, notwithstanding any documentation submitted by the borrower in connection with a request for a Draw, if:

(a) The Corporation or the servicer determines at any time that the actual cost budget or progress of construction differs from that shown on the loan documents.

(b) The percentage of progress of construction of improvements differs from that shown on the request for a Draw.

(c) Developments subject to and not in compliance with Federal Labor Standards.

(7) To the extent excess HOME funds in the budget remain unused, the Corporation has the right to reduce the HOME loan by that amount.

(8) If 100 percent of the loan proceeds have not been expended within six (6) months prior to the HUD deadline pursuant to 24 CFR § 92.500, the funds shall be recaptured by the Corporation.

(9) The request for final disbursement of HOME funds, excluding retainage, shall be submitted within 60 days of completion of construction as evidenced by certificates of occupancy.

Rulemaking Authority 420.507(12) FS. Law Implemented 420.5089(1) FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 91-48.022, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, Repromulgated 3-21-04, 2-7-05, 1-29-06, Amended 4-1-07, Repromulgated 3-30-08, 8-6-09, 11-22-11, Amended _____.

PART IV HOUSING CREDIT PROGRAM

67-48.023 Housing Credits General Program Procedures and Requirements.

(1) Unless otherwise permitted in the Board approves a competitive solicitation allocation process outside the Universal Cycle, an Applicant is not eligible to apply for Competitive Housing Credits if any of the following pertain to the proposed Development:

(a) The proposed Development has received an allocation of Housing Credits or a Competitive Housing Credit commitment or has accepted an invitation to enter credit underwriting, unless written notice has been provided to the Corporation prior to the Application dDeadline to apply for the applicable new funding current cycle withdrawing acceptance of such allocation or commitment and returning the previously awarded HC funding from a prior cycle;

(b) A preliminary commitment of funding for the proposed Development through the SAIL Program or, the HOME Program, or the RRLP Program has already been accepted, unless written notice has been provided to the Corporation prior to the Application dDeadline to apply for the applicable new funding current cycle withdrawing such acceptance and returning the prior SAIL Program or, HOME Program, or RRLP Program funding.

(c) The proposed Development site or any part thereof is subject to any Land Use Restriction Agreement or Extended Use Agreement, or both, in conjunction with any Corporation affordable housing financing intended to foster the development or maintenance of affordable housing, unless at least one (1) of with the following exceptions applies:—Those exceptions being

1.(i) Aa LURA recorded in conjunction with the Predevelopment Loan Program or the Elderly Housing Community Loan Program or and

2.(ii) Aa LURA or EUA, or both, for an existing building or buildings, originally constructed at least 25 years prior to the Application dDeadline to apply for the applicable Competitive Housing Credits current Funding Cycle, where, in the current Application, the Applicant has selected and qualified for the Homeless demographic commitment with a Development category of Rehabilitation, Acquisition and Rehabilitation, Preservation, or Acquisition and Preservation.

(2) Each Housing Credit Development shall comply with the minimum Housing Credit Set-Aside provisions, as specified in Section 42(g)(1) of the IRC, with respect to the reservation of 20 percent of the units for occupancy by persons or families whose income does not exceed 50 percent of the area median income, or the reservation of 40 percent of the units for occupancy by persons or families whose income does not exceed 60 percent of the area median income. Further, each Housing Credit Development shall comply with any additional Housing Credit Set-Aside chosen by the Applicant in the Application.

(3) The Development shall provide safe, sanitary and decent residential rental housing and shall be developed, constructed and operated in accordance with the commitments made and the facilities and services described in the Application at the time of submission to the Corporation or subsequently agreed to by the Corporation. Applications will not be considered approved to receive an allocation of Housing Credits until the Corporation issues a Preliminary Allocation/Preliminary Determination to the Applicant and all contingencies of such documents are satisfied. Allocations are further contingent on the Applicant complying with its Application commitments, Rule Chapter 67-48, F.A.C., and Section 42 of the IRC.

(4) All of the dwelling units within a Housing Credit Development shall be rented or available for rent on a continuous basis to members of the general public. The owner of the Housing Credit Development shall not give preference to any particular class or group in renting the dwelling units in the Housing Credit Development, except to the extent that dwelling units are required to be rented to Eligible Persons. All Housing Credit Developments must comply with the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8 (“Section 504 and its related regulations”), and Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, which are adopted and incorporated herein by reference and available on the Corporation’s Website under the 2011 Universal Application link labeled Related References and Links or from

~~<http://www.flrules.org/Gateway/reference.asp?No=Ref-00548>, <http://www.flrules.org/Gateway/reference.asp?No=Ref-00552> and <http://www.flrules.org/Gateway/reference.asp?No=Ref-00549>. To the extent that a Housing Credit Development is not otherwise subject to Section 504 and its related regulations, the Housing Credit Development shall nevertheless comply with Section 504 and its related regulations as requirements of the Housing Credit Program to the same extent as if the Housing Credit Development were subject to Section 504 and its related regulations in all respects. To that end, for purposes of the Housing Credit Program, a Housing Credit Allocation shall be deemed "Federal financial assistance" within the meaning of that term as used in Section 504 and its related regulations for all Housing Credit Developments. Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8, is incorporated by reference and available on the Corporation's Website under the Multifamily Programs link labeled Related References and Links or from _____.~~

(5) Each Housing Credit Development shall complete the Final Cost Certification Application by the earlier of the following two dates:

(a) The date that is 75 Calendar Days after all the buildings in the Development have been placed in service, or

(b) The date that is 30 Calendar Days before the end of the calendar year for which the Final Housing Credit Allocation is requested.

The Corporation may grant extensions for good cause upon written request.

(6) Prior to execution of the limited partnership agreement or limited liability company operating agreement between the Applicant and the limited partners/members, the Applicant must receive written approval from the Corporation or its Credit Underwriter that the Housing Credit Syndicator is in good standing with the Corporation. Proceeding with execution of a partnership agreement or operating agreement with a Housing Credit Syndicator that is not in good standing shall result in withdrawal of the Housing Credit Allocation.

(7) The Final Cost Certification Application (Form FCCA) shall be used by an Applicant to itemize all expenses incurred in association with construction or Rehabilitation of a Housing Credit Development, including Developer's and General Contractor's fees as described in Rule 67-48.0072, F.A.C. Such form shall be completed, executed and submitted to the Corporation in both hard copy format and as a Microsoft Excel spreadsheet, along with the executed Extended Use Agreement, IRS Tax Information Authorization Forms 8821 for all Financial Beneficiaries, a copy of the syndication agreement disclosing the rate and all terms, the required certified public accountant opinion letter, an unqualified audit report prepared by an independent certified public accountant,

photographs of the completed Development, the monitoring fee, and documentation of the placed-in-service date as specified in the Form FCCA instructions. The Final Housing Credit Allocation will not be issued until such time as all required items are received and processed by the Corporation. ~~For Competitive Housing Credits and non-competitive Housing Credits to be used with tax exempt bonds issued (i) by the Corporation, or (ii) by an entity other than the Corporation or a County Housing Finance Authority, if the required Home Energy Rating System (HERS) Index is not achieved for all eligible new construction units, the Developer fee shall be reduced as outlined in the Application instructions. If the green building certification program committed to by the Applicant during credit underwriting is not achieved, the Developer fee shall be reduced as outlined in the Application instructions.~~ The Final Cost Certification Application is adopted and incorporated herein by reference, effective January ~~2013~~ ~~2007~~, and is available on the Corporation's Website under the Multifamily Programs 2011 Universal Application link labeled Related References and Links or from _____ or by contacting the Housing Credit Program at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1321. ~~IRS Form 8821, Rev. August 2008, is adopted and incorporated herein by reference and available on the Corporation's Website under the 2011 Universal Application link labeled Related References and Links or from <http://www.flrules.org/Gateway/reference.asp?No=Ref-00546>.~~

(8) After the final evaluation and determination of the Housing Credit Allocation amount has been made by the Corporation and the Extended Use Agreement has been executed in accordance with Rule 67-48.029, F.A.C., the IRS Low-Income Housing Credit Allocation and Certification Forms 8609 are issued to the Applicant of the Housing Credit Development, as provided below. ~~IRS Low Income Housing Credit Allocation Certification Form 8609, Rev. December 2008, is adopted and incorporated herein by reference and available on the Corporation's Website under the 2011 Universal Application link labeled Related References and Links or from <http://www.flrules.org/Gateway/reference.asp?No=Ref-00488>.~~ The Corporation will issue only one complete set of Forms 8609 per Development which will be no earlier than total Development completion, the Corporation's acceptance and approval of the Development's Final Cost Certification Application, and determination by the Corporation that all financial obligations for which an Applicant or Developer, or Principal, Affiliate or Financial Beneficiary of an Applicant or Developer is in arrears to the Corporation or any agent or assignee of the Corporation have been satisfied. At the time the Applicant's first tax return with which Form 8609-A is filed with the Internal Revenue

Service, the Applicant must submit to the Corporation a copy of IRS Form 8609 with a completed Part II.

(9) Annually, within 151 Calendar Days following the Applicant's fiscal year end, the Applicant shall provide the Corporation with an audited financial statement and a fully completed and executed Financial Reporting Form SR-1, Rev. ~~02-13 04-11~~, which is incorporated by reference and available on the Corporation's Website under the Multifamily Programs 2011 Universal Application link labeled Related References and Links or from _____. The audited financial statement and a copy of the signed Form SR-1, with Parts 1, 2, and 5 completed, shall be submitted in both PDF format and in electronic form as a Microsoft Excel spreadsheet to the Corporation at the following web address: financial.reporting@floridahousing.org. The initial submission will be due following the fiscal year within which the first unit is occupied. The initial submission for Housing Credit Developments that contain occupied units at the time of acquisition will be due following the fiscal year within which the 12 month anniversary of the closing is observed of either ~~(i)~~ the Housing Credit equity partnership agreement, or ~~(ii)~~ the acquisition of the development site, whichever comes first. The audited financial statement is to be prepared in accordance with accounting principles generally accepted in the United States of America and audited in accordance with auditing standards generally accepted in the United States of America for the 12 month fiscal year period just ended and shall include:

- (a) Comparative Balance Sheet with prior year and current year balances;
- (b) Statement of revenue and expenses;
- (c) Statement of changes in fund balances or equity;
- (d) Statement of cash flows; and
- (e) Notes to financial statements.

The financial statements referenced above should also be accompanied by a certification of the Applicant as to the accuracy of such financial statements. A late fee of ~~\$250~~ \$500 will be assessed by the Corporation for failure to submit the above documents by the stated deadline.

Rulemaking Authority 420.507(12) FS. Law Implemented 420.5099 FS. History—New 7-22-96, Amended 12-23-96, 7-10-97, 1-6-98, Formerly 9I-48.023, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, Repromulgated 4-6-03, Amended 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11,_____.

(Substantial rewording of Rule 67-48.027 follows. See Florida Administrative Code for present text.)

67-48.027 Tax-Exempt Bond-Financed Developments. Non-Competitive Housing Credits to be used with Tax-Exempt Bond-Financed Developments are available as

outlined in Rule Chapter 67-21, F.A.C.

Rulemaking Authority 420.507(12) FS. Law Implemented 420.5099 FS. History—New 7-22-96, Amended 12-23-96, 1-6-98, Formerly 9I-48.027, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, Repromulgated 4-6-03, 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, Amended 4-1-07, 3-30-08, 8-6-09, 11-22-11,_____.

67-48.028 Carryover Allocation Provisions.

(1) If an Applicant cannot complete its Development by the end of the year in which the Preliminary Allocation is issued, the Applicant must enter into a Carryover Allocation Agreement with the Corporation by December 31st of the year in which the Preliminary Allocation is issued. The Carryover Allocation allows the Applicant up to the end of the second year following the Carryover Allocation to have the Development placed-in-service.

(2) An Applicant shall have tax basis in the Housing Credit Development which is greater than 10 percent of the reasonably expected basis in the Housing Credit Development within six (6) months of the date the Corporation issues the Carryover Allocation Agreement, unless extended as provided in the Carryover Allocation Agreement, or the Housing Credits will be deemed to be returned to the Corporation. Certification that the Applicant has met the greater than 10 percent basis requirement shall be signed by the Applicant's attorney or certified public accountant.

(3) All supporting Carryover documentation and the signed certification evidencing the required basis must be submitted to the Corporation within six (6) months of the date the Corporation issues the Carryover Allocation Agreement, unless extended as provided in the Carryover Allocation Agreement, or the Housing Credits will be deemed to be returned.

(4) The Applicant for each Development for which a Carryover Allocation Agreement has been executed shall submit quarterly progress reports to the Corporation using Progress Report Form Q/M Report, which will be provided by the Corporation. If the Form Q/M Report does not demonstrate continuous and adequate development and construction progress, the Corporation will require monthly submission of Form Q/M Report until satisfactory progress is achieved, until the Development is placed in service, or until a determination is made by the Corporation that the Development cannot be placed in service by the Carryover deadline and the Housing Credits are returned to the Corporation in accordance with the terms of the Carryover Allocation Agreement. Form Q/M Report shall include a written statement describing the current status of the Development; the financing, construction and syndication activity since the last report; the reasons for any changes to the anticipated placed-in-service date; and any other information

relating to the status of the Development which the Corporation may request. The due date for the first report shall be as stated in the Carryover Allocation Agreement.

Rulemaking Authority 420.507(12) FS. Law Implemented 420.5099 FS. History—New 7-22-96, Repromulgated 12-23-96, Amended 1-6-98, Formerly 9I-48.028, Amended 11-9-98, 2-24-00, 2-22-01, 3-17-02, 4-6-03, Repromulgated 3-21-04, Amended 2-7-05, Repromulgated 1-29-06, Amended 4-1-07, Repromulgated 3-30-08, Amended 8-6-09, 11-22-11, Repromulgated _____.

67-48.029 Extended Use Agreement.

(1) Pursuant to Section 42(h)(6) of the IRC, the Applicant and the Corporation shall enter into an Extended Use Agreement. The purpose of the Extended Use Agreement is to set forth the Housing Credit Extended Use Period, the Compliance Period, and to evidence commitments made by the Applicant in the Application or subsequently agreed to by the Corporation. Such commitments, for example, include the Housing Credit Set Aside commitment, resident programs, and Development amenities.

(2) The following provisions shall be included in the Extended Use Agreement:

(a) The Applicable Fraction for Housing Credit Set-Aside units for each taxable year in the Housing Credit Extended Use Period shall not be less than the Applicable Fraction;

(b) Eligible Persons occupying set-aside units shall have the right to enforce in any state of Florida court the extended use requirement for set-aside units;

(c) The Extended Use Agreement shall be binding on all successors and assigns of the Applicant; and

(d) The Extended Use Agreement shall be executed prior to the issuance of a Final Housing Credit Allocation to an Applicant. Following execution, the Extended Use Agreement shall be recorded pursuant to Florida law as a restrictive covenant.

Rulemaking Authority 420.507(12) FS. Law Implemented 420.5099 FS. History—New 7-22-96, Repromulgated 12-23-96, 1-6-98, Formerly 9I-48.029, Amended 11-9-98, 2-24-00, Repromulgated 2-22-01, 3-17-02, 4-6-03, Amended 3-21-04, 2-7-05, Repromulgated 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, Amended _____.

67-48.030 Sale or Transfer of a Housing Credit Development.

An owner of a Housing Credit Development, its successor or assigns which has been granted a Final Housing Credit Allocation shall not sell the Housing Credit Development without having first notified the Treasury of the impending sale and complying with the Treasury’s procedure or procedures for completing the transfer of ownership and utilizing the Housing Credit Allocation. The owner of a Housing Credit Development shall notify the Corporation in writing of an impending sale and of compliance with any

requirements by the Treasury for the transfer of the Housing Credit Development. The owner of a Housing Credit Development shall notify the Corporation in writing of the name and address of the party or parties to whom the Housing Credit Development was sold within 14 Calendar Days of the transfer of the Housing Credit Development.

Rulemaking Authority 420.507(12) FS. Law Implemented 420.5099 FS. History—New 7-22-96, Repromulgated 12-23-96, Amended 1-6-98, Formerly 9I-48.030, Amended 11-9-98, Repromulgated 2-24-00, Amended 2-22-01, Repromulgated 3-17-02, 4-6-03, 3-21-04, 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, _____.

(Substantial rewording of Rule 67-48.031 follows. See Florida Administrative Code for present text.)

~~67-48.031 Qualified Contracts Termination of Extended Use Agreement and Disposition of Housing Credit Developments.~~

(1) An owner’s written request to the Corporation for a qualified contract (a “qualified contract request”) shall be governed by 26 CFR 1.42-18 (the “qualified contract regulations”), Section 42 of the Code, as applicable, and this rule section in effect at the time of the qualified contract request.

(2) After the fourteenth year of the Compliance Period, unless otherwise obligated under the Extended Use Agreement, or a Land Use Restriction Agreement under another Corporation program, and provided the right to request a qualified contract for the Development was not waived in exchange for or in connection with the award of Housing Credits, the owner of a Development may submit a qualified contract request to the Corporation. When submitting a qualified contract request, the owner shall utilize the Qualified Contract Package in effect at the time of the request and shall remit payment of the required Qualified Contract Package fee as provided therein. The Qualified Contract Package consists of the forms and instructions, obtained from the Corporation at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, or on the Corporation’s Website under the Multifamily Programs link labeled Related References and Links or from _____, which shall be completed and submitted to the Corporation in order to request a qualified contract. The Qualified Contract Package, Rev. 09-2012, is adopted and incorporated herein by reference.

(3) All information contained in a Qualified Contract Package is subject to independent review, analysis and verification by the Corporation or its agents. The Corporation may request additional information to document the qualified contract amount calculated by the owner. The Corporation may also engage the services of its own certified public accountant (CPA) and real estate appraiser to assist in the review of a Qualified Contract Package. Real estate appraisers

involved in the qualified contract process must be licensed by the state of Florida as certified general appraisers and otherwise acceptable to the Corporation.

(4) The qualified contract regulations provide that the fair market value of the non-low-income portion of the building includes the fair market value of the underlying land and that the valuation of the underlying land must take into account the existing and continuing requirements contained in the Extended Use Agreement. Pursuant to s. 193.017, F.S., and the statutes cited therein, the Extended Use Agreement recorded in connection with a Housing Credit property is a land-use regulation and a limitation on the highest and best use of the property during the term of the agreement that must be considered by the county property appraiser in assessing the value of the property. Unless the owner elects otherwise as provided below, for purposes of a qualified contract request, the fair market value of the underlying land shall be the value attributed to the underlying land by the county property appraiser in the most recent year's assessed value of the Development. If the owner is of the opinion that the county property appraiser's valuation does not represent the fair market value of the underlying land within the contemplation of the qualified contract regulations at the time of the qualified contract request, the owner may elect to submit with its qualified contract request a value (the "owner's appraised value") for the underlying land at the fair market value determined by a real estate appraiser (the "owner's appraiser") engaged by the owner for that purpose in lieu of the county property appraiser's valuation. A copy of the real estate appraisal (the "owner's appraisal report") upon which the owner's appraised value is based shall be included with the owner's qualified contract request. The owner's appraiser must certify in the appraisal report that the valuation represents the fair market value of the underlying land taking into account the existing and continuing requirements contained in the Extended Use Agreement for the property. The owner's appraisal report must also include a narrative describing the methodology or manner in which the requirements contained in the Extended Use Agreement were considered by the owner's appraiser in arriving at the owner's appraised value of the underlying land, and, for comparison and evaluation purposes, the opinion of the owner's appraiser as to what the fair market value of the underlying land would be if unencumbered by the requirements of the Extended Use Agreement. The owner's appraised value of the underlying land and the owner's appraisal report shall be subject to review and approval by the Corporation. The Corporation may engage the services of one or more real estate appraisers, or other professionals, to assist in the review and evaluation of the owner's appraised value and the owner's appraisal report.

(5) In addition to the Qualified Contract Package fee, the owner shall be responsible for all third party fees in connection with the owner's qualified contract request. Third party fees include, but are not limited to, the costs of the services provided by CPAs and real estate appraisers or other real estate professionals engaged by the Corporation to assist it in the review of a qualified contract request, and the fees and commissions of any real estate broker in connection with the marketing and sale of the development to a buyer under a qualified contract.

(6) When offering a development for sale to the general public pursuant to a qualified contract request, the Corporation may, but shall not be required to, utilize the services of a real estate broker under contract with or designated by the Corporation to market and sell the development. The owner of the development shall be responsible for the fees and commissions due any such real estate broker in connection with the marketing and sale of the development, and, upon request of the Corporation or the real estate broker, the owner shall enter into a written agreement with the real estate broker pursuant to which the owner agrees to pay to the real estate broker such fees and commissions in connection with the marketing and sale of the development.

(7) The running of the one-year period described in Section 42(h)(6)(I) of the Code shall be suspended by the Corporation at any time upon written notice to the owner if:

(a) The Corporation concludes that the owner's request lacks information required in the Qualified Contract Package or other essential information;

(b) The owner fails to pay the Qualified Contract Package fee or, thereafter, fails to timely pay any other fees or costs for which the owner is responsible hereunder;

(c) The owner and the Corporation are unable to reach mutual agreement on the qualified contract amount;

(d) The Development that is the subject of the qualified contract request is not in compliance with the applicable program requirements or if any fees related to the Development are delinquent;

(e) The owner fails to allow the Corporation, its agents or prospective buyers access to the Development for purposes of verification, inspection or due diligence;

(f) The Applicant or Developer, or Principal, Affiliate or Financial Beneficiary of an Applicant or a Developer is in arrears to the Corporation or any agent or assignee of the Corporation;

(g) Following request, the owner fails to enter into the written agreement with the real estate broker designated by the Corporation to market and sell the development; or

(h) The owner otherwise fails to comply with the requirements of this rule section or the qualified contract regulations.

The term of any such suspension shall begin on the date of the written notice provided by the Corporation to the owner, and shall continue unabated until such date as the deficiency, non-payment or disagreement giving rise to the suspension is cured or otherwise resolved. The Corporation shall acknowledge the cure or resolution by written notice to the owner within 10 days thereafter. The owner's election to value the underlying land based on the owner's appraised value as provided in subparagraph (4) above shall automatically prevent the owner's purported qualified contract request from beginning the one-year period described in Section 42(h)(6)(I) of the Code until such time as the Corporation and the owner shall mutually agree on the value of the underlying land for purposes of the owner's qualified contract request.

(8) Upon mutual agreement of the owner and the Corporation, the qualified contract amount shall be documented in writing signed by the Corporation and the owner.

(9) The owner shall cooperate with the Corporation and its agents, real estate brokers and prospective buyers in connection with the processing of the owner's qualified contract request and the marketing of the Development to prospective buyers. The owner shall exercise good faith in acting upon a qualified contract as may be presented within the one-year period. If the Corporation provides a qualified contract within the one-year period and the owner rejects or fails to act upon the contract, the Development shall remain subject to the Extended Use Agreement, and the owner shall be deemed to have waived any right or option to submit another qualified contract request for the Development.

(10) An owner shall be allowed only one qualified contract request per Development.

Rulemaking Authority 420.507(12) FS. Law Implemented 420.5099 FS. History—New 7-22-96, Repromulgated 12-23-96, 1-6-98, Formerly 9I-48.031, Amended 11-9-98, Repromulgated 2-24-00, 2-22-01, 3-17-02, 4-6-03, 3-21-04, Amended 2-7-05, 1-29-06, 4-1-07, 3-30-08, 8-6-09, 11-22-11, _____.

NAME OF PERSON ORIGINATING PROPOSED RULE: Kevin Tatreau, Director of Multifamily Programs, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32031-1329, (850)488-4197
 NAME OF AGENCY HEAD WHO APPROVED THE PROPOSED RULE: Len Tylka, Chairman of the Board, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32031-1329, (850)488-4197

DATE PROPOSED RULE APPROVED BY AGENCY HEAD: June 21, 2013

DATE NOTICE OF PROPOSED RULE DEVELOPMENT PUBLISHED IN FAR: Volume 38, Number 14, April 6, 2012

Section III Notice of Changes, Corrections and Withdrawals

DEPARTMENT OF FINANCIAL SERVICES

Division of Funeral, Cemetery, and Consumer Services

RULE NO.: RULE TITLE:

69K-100.040 Funeral Director Affiliation With Funeral Establishment

NOTICE OF WITHDRAWAL

Notice is hereby given that the above rule, as noticed in Vol. 39, No. 54, March 19, 2013 issue of the Florida Administrative Register has been withdrawn.

Section IV Emergency Rules

DEPARTMENT OF THE LOTTERY

RULE NO.: RULE TITLE:

53ER13-49 Instant Game Number 1203, LOTERIA™

SUMMARY: This emergency rule describes Instant Game Number 1203, " LOTERIA™," for which the Department of the Lottery will start selling tickets on a date to be determined by the Secretary of the Department. The rule sets forth the specifics of the game; determination of prizewinners; estimated odds of winning, value and number of prizes in the game.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane D. Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011

THE FULL TEXT OF THE EMERGENCY RULE IS:

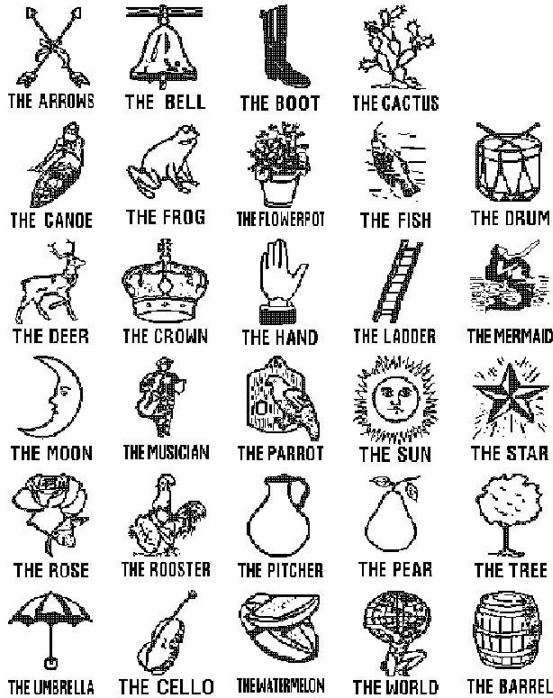
53ER13-49 Instant Game Number 1203, LOTERIA™.

(1) Name of Game. Instant Game Number 1203, "LOTERIA™."

(2) Price. LOTERIA™ lottery tickets sell for \$2.00 per ticket.

(3) LOTERIA™ lottery tickets shall have a series of numbers in machine readable code (or bar code) on the back of the ticket, along with a validation number under the latex area on the ticket. To be a valid winning LOTERIA™ lottery ticket, the ticket must meet the applicable requirements of Rule 53ER13-31, F.A.C.

(4) The "CALLER CARDS" prize symbols and prize symbol captions are as follows:



(5) The legend is as follows:

CALLER CARDS

(6) Determination of Prizewinners.

(a) A ticket having four (4) play symbols and corresponding play symbol captions in any one horizontal, vertical or diagonal line in the "PLAYING BOARD" that match four (4) play symbols and corresponding play symbol captions in the "CALLER CARDS" play area shall entitle the claimant to the prize shown for that line.

(b) The prizes are: \$2, \$5, \$10, \$20, \$40, \$100, \$200, \$400, \$10,000 and \$30,000. (7) The estimated odds of winning, value and number of prizes in Instant Game Number 1203 are as follows:

(7) The estimated odds of winning, value and number of prizes in Instant Game Number 1203 are as follows:

GAME PLAY	WIN	ESTIMATED ODDS OF	NUMBER OF WINNERS IN 140 POOLS OF 180,000 TICKETS PER POOL
\$2	\$2	9.38	2,688,000
\$5	\$5	12.50	2,016,000
\$10	\$10	75.00	336,000
\$5 + \$10	\$15	150.00	168,000
\$20	\$20	150.00	168,000
\$5 + \$20	\$25	300.00	84,000
\$10 + \$20	\$30	346.15	72,800
\$40	\$40	1,125.00	22,400
\$10 + \$40	\$50	3,600.00	7,000

\$10 + \$20 + \$40	\$70	3,600.00	7,000
\$100	\$100	1,440.00	17,500
\$5 + \$20 + \$100	\$125	7,200.00	3,500
\$10 + \$40 + \$100	\$150	22,500.00	1,120
\$200	\$200	7,200.00	3,500
\$5 + \$20 + \$200	\$225	60,000.00	420
\$10 + \$40 + \$200	\$250	60,000.00	420
\$100 + \$200	\$300	60,000.00	420
\$40 + \$100 + \$200	\$340	90,000.00	280
\$400	\$400	90,000.00	280
\$10,000	\$10,000	969,230.77	26
\$30,000	\$30,000	1,575,000.00	16

(8) The estimated overall odds of winning some prize in Instant Game Number 1203 are 1 in 4.50. Prizes, including the top prizes, are subject to availability at the time of ticket purchase. Prizes may be unavailable due to prior sale or other causes occurring in the normal course of business including, but not limited to, ticket damage, defect, theft, or loss.

(9) For reorders of Instant Game Number 1203, the estimated odds of winning, value, and number of prizes shall be proportionate to the number of tickets reordered.

(10) Payment of prizes for LOTERIA™ lottery tickets shall be made in accordance with the rule of the Florida Lottery governing payment of prizes.

A copy of the current rule can be obtained from the Florida Lottery, Office of the General Counsel, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

Rulemaking Authority 24.105(9)(a), (b), (c), 24.109(1), 24.115(1) FS. Law Implemented 24.105(9)(a), (b), (c), 24.115(1) FS. History—New 8-9-13.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: August 9, 2013

DEPARTMENT OF THE LOTTERY

RULE NO.: RULE TITLE:

53ER13-50 Instant Game Number 1201, ROYAL 8s
SUMMARY: This emergency rule describes Instant Game Number 1201, "ROYAL 8s" for which the Department of the Lottery will start selling tickets on a date to be determined by the Secretary of the Department. The rule sets forth the specifics of the game; determination of prizewinners; estimated odds of winning, value and number of prizes in the game.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane D. Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011

THE FULL TEXT OF THE EMERGENCY RULE IS:

53ER13-50 Instant Game Number 1201, ROYAL 8s.

(1) Name of Game. Instant Game Number 1201, "ROYAL 8s."

(2) Price. ROYAL 8s lottery tickets sell for \$1.00 per ticket.

(3) ROYAL 8s lottery tickets shall have a series of numbers in machine readable code (or bar code) on the back of the ticket, along with a validation number under the latex area on the ticket. To be a valid winning ROYAL 8s lottery ticket, the ticket must meet the applicable requirements of Rule 53ER13-31, Florida Administrative Code.

(4) The play symbols and play symbol captions are as follows:

1	2	3	4	5	6	7	9	8
ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	NINE	WIN

(5) The prize symbols and prize symbol captions are as follows:

\$1.00	\$2.00	\$4.00	\$5.00	\$6.00	\$10.00	
ONE	TWO	FOUR	FIVE	SIX	TEN	
\$15.00	\$25.00	\$30.00	\$40.00	\$100	\$200	\$3,000
FIFTEEN	THY FIVE	THIRTY	FORTY	ONE HUN	TWO HUN	THR THOU

(6) The legend is as follows:

PLAY AREA

(7) Determination of Prizewinners.



(a) A ticket having an "WIN" play symbol and corresponding play symbol caption in the "PLAY AREA" shall entitle the claimant to the corresponding "PRIZE" shown.

(b) The prizes are: \$1.00, \$2.00, \$4.00, \$5.00, \$6.00, \$10.00, \$15.00, \$25.00, \$30.00, \$40.00, \$100, \$200 and \$3,000.

(8) The estimated odds of winning, value, and number of prizes in Instant Game Number 1201 are as follows:

GAME PLAY	WIN	1 IN	NUMBER OF WINNERS IN 78 POOLS OF 240,000 TICKETS PER POOL
\$1	\$1	10.71	1,747,200
\$1 x 2	\$2	25.00	748,800
\$2	\$2	33.33	561,600
\$1 x 4	\$4	300.00	62,400
(\$1 x 2) + \$2	\$4	150.00	124,800
\$2 x 2	\$4	150.00	124,800
\$4	\$4	300.00	62,400

\$1 x 6	\$6	750.00	24,960
(\$1 x 2) + (\$2 x 2)	\$6	750.00	24,960
\$2 x 3	\$6	750.00	24,960
\$2 + \$4	\$6	750.00	24,960
\$6	\$6	750.00	24,960
(\$1 x 2) + (\$2 x 4)	\$10	500.00	37,440
\$4 + \$6	\$10	500.00	37,440
\$2 + (\$4 x 2)	\$10	500.00	37,440
\$5 x 2	\$10	500.00	37,440
\$10	\$10	500.00	37,440
\$1 + (\$2 x 3) + (\$4 x 2)	\$15	1,500.00	12,480
\$1 + \$2 + (\$4 x 3)	\$15	1,500.00	12,480
\$1 + (\$4 x 2) + \$6	\$15	1,500.00	12,480
\$1 + \$4 + \$10	\$15	1,500.00	12,480
\$15	\$15	1,500.00	12,480
\$1 + \$2 + (\$4 x 3) + \$10	\$25	4,000.00	4,680
\$1 + (\$4 x 2) + \$6 + \$10	\$25	4,000.00	4,680
\$1 + \$4 + (\$10 x 2)	\$25	4,000.00	4,680
\$10 + \$15	\$25	4,800.00	3,900
\$25	\$25	4,800.00	3,900
(\$4 x 5) + \$10	\$30	8,000.00	2,340
\$6 x 5	\$30	8,000.00	2,340
\$10 x 3	\$30	8,000.00	2,340
\$15 x 2	\$30	8,000.00	2,340
\$30	\$30	8,000.00	2,340
(\$6 x 5) + \$10	\$40	9,600.00	1,950
\$10 x 4	\$40	9,600.00	1,950
\$10 + (\$15 x 2)	\$40	9,600.00	1,950
\$15 + \$25	\$40	9,600.00	1,950
\$40	\$40	9,600.00	1,950
(\$15 x 5) + \$25	\$100	12,000.00	1,560
\$10 + (\$15 x 2) + (\$30 x 2)	\$100	16,000.00	1,170
\$25 x 4	\$100	16,000.00	1,170
(\$30 x 2) + \$40	\$100	20,000.00	936
\$100	\$100	16,000.00	1,170
\$15 + \$25 + (\$40 x 4)	\$200	120,000.00	156
\$40 x 5	\$200	120,000.00	156
(\$25 x 4) + \$100	\$200	120,000.00	156
\$100 x 2	\$200	120,000.00	156
\$200	\$200	120,000.00	156
\$3,000	\$3,000	240,000.00	78

(9) The estimated overall odds of winning some prize in Instant Game Number 1201 are 1 in 4.85. Prizes, including the top prizes, are subject to availability at the time of ticket purchase. Prizes may be unavailable due to prior sale or other causes occurring in the normal course of business including, but not limited to, ticket damage, defect, theft, or loss.

(10) For reorders of Instant Game Number 1201, the estimated odds of winning, value, and number of prizes shall be proportionate to the number of tickets reordered.

(11) Payment of prizes for ROYAL 8s lottery tickets shall be made in accordance with the rule of the Florida Lottery governing payment of prizes. A copy of the current rule can be obtained from the Florida Lottery, Office of the General Counsel, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

Rulemaking Authority 24.105(9)(a), (b), (c), 24.109(1), 24.115(1) FS. Law Implemented 24.105(9)(a), (b), (c), 24.115(1) FS. History—New 8-9-13.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.
EFFECTIVE DATE: August 9, 2013

DEPARTMENT OF THE LOTTERY

RULE NO.: 53ER13-51
RULE TITLE: Instant Game Number 1204, GOLDEN
SUMMARY: This emergency rule describes Instant Game Number 1204, "GOLDEN," for which the Department of the Lottery will start selling tickets on a date to be determined by the Secretary of the Department. The rule sets forth the specifics of the game; determination of prizewinners; estimated odds of winning, value and number of prizes in the game.
THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane D. Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011

THE FULL TEXT OF THE EMERGENCY RULE IS:

53ER13-51 Instant Game Number 1204, GOLDEN.

(1) Name of Game. Instant Game Number 1204, "GOLDEN."

(2) Price. GOLDEN lottery tickets sell for \$5.00 per ticket.

(3) GOLDEN lottery tickets shall have a series of numbers in machine readable code (or bar code) on the back of the ticket, along with a validation number under the latex area on the ticket. To be a valid winning GOLDEN lottery ticket, the ticket must meet the applicable requirements of Rule 53ER13-31, F.A.C.

(4) The "YOUR NUMBERS" play symbols and play symbol captions are as follows:

1 ONE	2 TWO	3 THREE	4 FOUR	5 FIVE	6 SIX	7 SEVEN	8 EIGHT	9 NINE	10 TEN
11 ELEVN	12 THELV	13 THRTN	14 FORTN	15 FIFTN	16 SIXTN	17 SVNTN	18 EGHTN	19 NINTN	20 TENNY
21 THYONE	22 THYTWO	23 THYTHR	24 THYFOR						

(5) The "WINNING NUMBERS" play symbols and play symbol captions are as follows:

1 ONE	2 TWO	3 THREE	4 FOUR	5 FIVE	6 SIX	7 SEVEN	8 EIGHT	9 NINE	10 TEN
11 ELEVN	12 THELV	13 THRTN	14 FORTN	15 FIFTN	16 SIXTN	17 SVNTN	18 EGHTN	19 NINTN	20 TENNY
21 THYONE	22 THYTWO	23 THYTHR	24 THYFOR						

(6) The prize play symbols and play symbol captions are as follows:


\$2.00 TWO	\$5.00 FIVE	\$10.00 TEN	\$15.00 FIFTEEN	\$20.00 TWENTY
\$30.00 THIRTY	\$40.00 FORTY	\$50.00 FIFTY	\$100 ONE HUN	\$200 TWO HUN
\$500 FIVE HUN	\$1,000 ONE THOU	\$2,500 THYFIV HUN	\$10,000 TEN THOU	\$250,000 THOHUNTY THOU

(7) The legends are as follows:

WINNING NUMBERS YOUR NUMBERS

(8) Determination of Prizewinners.

(a) A ticket having a play symbol and corresponding play symbol caption in the "YOUR NUMBERS" play area that matches a play symbol and corresponding play symbol caption in the "WINNING NUMBERS" play area shall entitle the claimant to the corresponding prize shown for that symbol. A

 ticket having a "WIN" symbol and corresponding caption in the "YOUR NUMBERS" play area shall entitle the claimant

to the prize shown for that symbol. A ticket having a "DOUBLE" symbol and corresponding caption in the "YOUR NUMBERS" play area shall entitle the claimant to double the

prize shown for that symbol. A ticket having a "HINALL" symbol and corresponding caption in the "YOUR NUMBERS" play area shall entitle the claimant to all twelve prizes shown.

(b) The prizes are: \$2.00, \$5.00, \$10.00, \$15.00, \$20.00, \$30.00, \$40.00, \$50.00, \$100, \$200, \$500, \$1,000, \$2,500, \$10,000 and \$250,000.

(9) The estimated odds of winning, value and number of prizes in Instant Game Number 1204 are as follows:

GAME PLAY	WIN	ESTIMATED ODDS OF	NUMBER OF WINNERS IN 88 POOLS OF 120,000 TICKETS PER POOL
\$5	\$5	1 IN 10.00	1,056,000
\$5 (COIN)	\$10	15.00	704,000
\$5 x 2	\$10	60.00	176,000
\$10	\$10	60.00	176,000
(\$2 x 5) + \$5	\$15	300.00	35,200

\$5 + \$5 (COIN)	\$15	300.00	35,200
\$5 x 3	\$15	300.00	35,200
\$5 + \$10	\$15	300.00	35,200
\$15	\$15	300.00	35,200
\$2 x 10	\$20	300.00	35,200
\$5 (COIN) + (\$5 x 2)	\$20	300.00	35,200
\$5 x 4	\$20	300.00	35,200
\$10 (COIN)	\$20	300.00	35,200
\$20	\$20	300.00	35,200
(\$2 x 10) + \$5 (COIN)	\$30	600.00	17,600
\$5 x 6	\$30	600.00	17,600
\$5 (COIN) + \$10 (COIN)	\$30	600.00	17,600
\$15 x 2	\$30	800.00	13,200
\$30	\$30	800.00	13,200
(\$2 x 10) + (\$10 x 2) (GOLDBAR)	\$40	2,000.00	5,280
\$5 x 8	\$40	2,000.00	5,280
\$10 (COIN) + \$20	\$40	2,000.00	5,280
\$10 x 4	\$40	2,000.00	5,280
\$40	\$40	2,000.00	5,280
(\$2 x 5) + (\$5 x 6) + \$10 (GOLDBAR)	\$50	2,000.00	5,280
(\$10 x 2) + (\$15 x 2)	\$50	2,000.00	5,280
\$5 (COIN) + \$20 (COIN)	\$50	2,000.00	5,280
\$10 (COIN) + \$30	\$50	2,000.00	5,280
\$50	\$50	2,000.00	5,280
(\$5 x 8) + (\$10 x 2) + (\$20 x 2) (GOLDBAR)	\$100	1,500.00	7,040
\$10 (COIN) + \$20 (COIN) + \$40	\$100	1,500.00	7,040
(\$10 x 3) + \$30 + \$40	\$100	2,000.00	5,280
\$20 (COIN) + \$30 (COIN)	\$100	1,621.62	6,512
\$50 (COIN)	\$100	2,000.00	5,280
\$100	\$100	2,000.00	5,280
(\$10 x 10) + (\$50 x 2) (GOLDBAR)	\$200	12,000.00	880
\$30 (COIN) + \$40 + \$50 (COIN)	\$200	12,000.00	880
(\$20 x 6) + (\$15 x 2) + \$50	\$200	12,000.00	880
\$100 (COIN)	\$200	12,000.00	880
\$200	\$200	12,000.00	880
(\$40 x 10) + (\$50 x 2) (GOLDBAR)	\$500	15,000.00	704
\$50 (COIN) + \$200 (COIN)	\$500	15,000.00	704
\$100 x 5	\$500	15,000.00	704
(\$50 x 2) + (\$100 x 4)	\$500	15,000.00	704
\$500	\$500	15,000.00	704
(\$50 x 8) + (\$100 x 2) + (\$200 x 2) (GOLDBAR)	\$1,000	60,000.00	176
\$100 x 10	\$1,000	60,000.00	176
\$200 x 5	\$1,000	60,000.00	176

\$500 (COIN)	\$1,000	60,000.00	176
\$1,000	\$1,000	60,000.00	176
\$500 + \$1,000 (COIN)	\$2,500	120,000.00	88
\$2,500	\$2,500	120,000.00	88
\$10,000	\$10,000	120,000.00	88
\$250,000	\$250,000	1,320,000.00	8

(10) The estimated overall odds of winning some prize in Instant Game Number 1204 are 1 in 4.00. Prizes, including the top prizes, are subject to availability at the time of ticket purchase. Prizes may be unavailable due to prior sale or other causes occurring in the normal course of business including, but not limited to, ticket damage, defect, theft, or loss.

(11) For reorders of Instant Game Number 1204, the estimated odds of winning, value, and number of prizes shall be proportionate to the number of tickets reordered.

(12) Payment of prizes for GOLDEN lottery tickets shall be made in accordance with the rule of the Florida Lottery governing payment of prizes.

A copy of the current rule can be obtained from the Florida Lottery, Office of the General Counsel, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

Rulemaking Authority 24.105(9)(a), (b), (c), 24.109(1), 24.115(1) FS. Law Implemented 24.105(9)(a), (b), (c), 24.115(1) FS. History—New 8-9-13.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: August 9, 2013

DEPARTMENT OF THE LOTTERY

RULE NO.: 53ER13-52
 RULE TITLE: Instant Game Number 1202, \$50,000 GRIDIRON CASH

SUMMARY: This emergency rule describes Instant Game Number 1202, "\$50,000 GRIDIRON CASH," for which the Department of the Lottery will start selling tickets on a date to be determined by the Secretary of the Department. The rule sets forth the specifics of the game; determination of prizewinners; estimated odds of winning, value and number of prizes in the game.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane D. Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011

THE FULL TEXT OF THE EMERGENCY RULE IS:


53ER13-52 Instant Game Number 1202, \$50,000 GRIDIRON CASH.

(1) Name of Game. Instant Game Number 1202, “\$50,000 GRIDIRON CASH.”

(2) Price. \$50,000 GRIDIRON CASH lottery tickets sell for \$2.00 per ticket.

(3) \$50,000 GRIDIRON CASH lottery tickets shall have a series of numbers in machine readable code (or bar code) on the back of the ticket, along with a validation number under the latex area on the ticket. To be a valid winning \$50,000 GRIDIRON CASH lottery ticket, the ticket must meet the applicable requirements of Rule 53ER13-31, Florida Administrative Code.

(4) The “YOUR NUMBERS” play symbols and play symbol captions are as follows:

1 ONE	2 TWO	3 THREE	4 FOUR	5 FIVE	6 SIX	7 SEVEN	8 EIGHT	9 NINE	10 TEN	
11 ELEVN	12 THELV	13 THRTN	14 FORTN	15 FIFTN	16 SIXTN	17 SVNTN	18 EGHTN	19 NINTN	20 TWENTY	


(5) The “WINNING NUMBERS” play symbols and play symbol captions are as follows:

1 ONE	2 TWO	3 THREE	4 FOUR	5 FIVE	6 SIX	7 SEVEN	8 EIGHT	9 NINE	10 TEN
11 ELEVN	12 THELV	13 THRTN	14 FORTN	15 FIFTN	16 SIXTN	17 SVNTN	18 EGHTN	19 NINTN	20 TWENTY

(6) The prize play symbols and play symbol captions are as follows:

\$1.00 ONE	\$2.00 TWO	\$4.00 FOUR	\$5.00 FIVE	\$10.00 TEN	\$15.00 FIFTEEN	\$20.00 TWENTY	
\$25.00 TWY FVE	\$30.00 THRTY	\$40.00 FORTY	\$100 ONE HUN	\$200 TWO HUN	\$400 FOUR HUN	\$1,000 ONE THOU	\$50,000 FTY THOU


(7) The legends are as follows:



WINNING NUMBERS **YOUR NUMBERS**

(8) Determination of Prizewinners.

(a) A ticket having a play symbol and corresponding play symbol caption in the “YOUR NUMBERS” play area that matches either play symbol and corresponding play symbol caption in the “WINNING NUMBERS” play area shall entitle the claimant to the corresponding prize shown for that symbol.

A ticket having a “” symbol and corresponding caption in the “YOUR NUMBERS” play area shall entitle the claimant to the prize shown for that symbol.

(b) The prizes are: \$1.00, \$2.00, \$4.00, \$5.00, \$10.00, \$15.00, \$20.00, \$25.00, \$30.00, \$40.00, \$100, \$200, \$400, \$1,000, and \$50,000.

(9) The estimated odds of winning, value and number of prizes in Instant Game Number 1202 are as follows:

	NUMBER OF WINNERS IN		1 IN	PER POOL
ESTIMATED	84 POOLS OF	GAME PLAY		
ODDS OF	180,000	WIN		
	TICKETS	1 IN		
		PER POOL		
		\$2	10.00	1,512,000
		\$1 x 4	50.00	302,400
		(\$1 x 2) + \$2	50.00	302,400
		\$2 x 2	50.00	302,400
		\$4	50.00	302,400
		\$1 x 5	375.00	40,320
		(\$1 x 3) + \$2	375.00	40,320
		(\$2 x 2) + \$1	375.00	40,320
		\$1 + \$4	375.00	40,320
		\$5	375.00	40,320
		\$1 x 10	250.00	60,480
		\$1 + (\$2 x 2) + \$5	250.00	60,480
		\$2 x 5	250.00	60,480
		\$5 x 2	250.00	60,480
		\$10	250.00	60,480
		(\$1 x 5) + (\$2 x 5)	750.00	20,160
		\$1 + \$2 + (\$4 x 3)	750.00	20,160
		\$2 + (\$4 x 2) + \$5	750.00	20,160
		\$5 + \$10	750.00	20,160
		\$15	750.00	20,160
		\$1 + (\$2 x 7) + (\$5 x 2)	900.00	16,800
		\$5 + (\$10 x 2)	900.00	16,800
		(\$2 x 5) + (\$5 x 3)	900.00	16,800
		\$5 x 5	1,200.00	12,600
		\$25	1,200.00	12,600
		(\$2 x 5) + (\$4 x 5)	3,000.00	5,040
		\$5 x 6	3,000.00	5,040
		\$10 x 3	3,600.00	4,200
		\$15 x 2	3,600.00	4,200
		\$30	3,600.00	4,200
		\$4 x 10	6,000.00	2,520
		(\$4 x 5) + (\$5 x 4)	6,000.00	2,520
		\$10 x 4	6,000.00	2,520
		\$15 + \$25	6,000.00	2,520
		\$40	6,000.00	2,520
		\$10 x 10	3,600.00	4,200
		(\$5 x 2) + (\$10 x 2) + \$30 + \$40	3,600.00	4,200
		\$15 + \$25 + (\$30 x 2)	3,600.00	4,200
		\$25 x 4	3,600.00	4,200
		\$100	3,600.00	4,200
		(\$15 x 8) + (\$40 x 2)	30,000.00	504
		\$25 x 8	30,000.00	504
		(\$20 x 2) + (\$40 x 4)	30,000.00	504
		\$100 x 2	30,000.00	504
		\$200	30,000.00	504
		\$40 x 10	90,000.00	168
		(\$40 x 5) + (\$100 x 2)	90,000.00	168

\$100 x 4	\$400	90,000.00	168
\$200 x 2	\$400	90,000.00	168
\$400	\$400	90,000.00	168
\$100 x 10	\$1,000	180,000.00	84
\$20 + (\$40 x 2) + (\$100 x 5) + \$400	\$1,000	180,000.00	84
\$200 x 5	\$1,000	180,000.00	84
\$200 + (\$400 x 2)	\$1,000	180,000.00	84
\$1,000	\$1,000	180,000.00	84
\$50,000	\$50,000	1,512,000.00	10

(10) The estimated overall odds of winning some prize in Instant Game Number 1202 are 1 in 4.37. Prizes, including the top prizes, are subject to availability at the time of ticket purchase. Prizes may be unavailable due to prior sale or other causes occurring in the normal course of business including, but not limited to, ticket damage, defect, theft, or loss.

(11) For reorders of Instant Game Number 1202, the estimated odds of winning, value, and number of prizes shall be proportionate to the number of tickets reordered.

(12) Payment of prizes for \$50,000 GRIDIRON CASH lottery tickets shall be made in accordance with the rule of the Florida Lottery governing payment of prizes.

A copy of the current rule can be obtained from the Florida Lottery, Office of the General Counsel, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

Rulemaking Authority 24.105(9)(a), (b), (c), 24.109(1), 24.115(1) FS. Law Implemented 24.105(9)(a), (b), (c), 24.115(1) FS. History—New 8-9-13.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: August 9, 2013

DEPARTMENT OF THE LOTTERY

RULE NO.: 53ER13-53
 RULE TITLE: GRIDIRON CASH Second Chance Promotion

SUMMARY: The Department of the Lottery will conduct the GRIDIRON CASH Second Chance Promotion between August 13, 2013, and November 4, 2013, in which three Florida State University Second Chance Drawings and three University of Florida Second Chance Drawings will be held and special prizes will be awarded.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane D. Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011

THE FULL TEXT OF THE EMERGENCY RULE IS:

53ER13-53 GRIDIRON CASH Second Chance Promotion.

(1) Beginning August 13, 2013, through November 4, 2013, the Florida Lottery will conduct the GRIDIRON CASH Second Chance Promotion. Players can enter their non-winning \$50,000 GRIDIRON CASH Florida Lottery Scratch-Off tickets into either a Florida State University (FSU) Second Chance Drawing or a University of Florida (UF) Second Chance Drawing on the Florida Lottery website for a chance to win a Hyundai Sonata GLS, a 2013-2014 Bowl Game Package, 2014 FSU or UF Season Football Tickets, a 2013 FSU or UF Game Day Experience, or FSU or UF merchandise. Winning \$50,000 GRIDIRON CASH tickets cannot be used for entry into the GRIDIRON CASH Second Chance Promotion.

(2) A total of six second chance drawings (three FSU Second Chance Drawings and three UF Second Chance Drawings) will be held between September 11, 2013, and November 6, 2013, from entries submitted before midnight ET on the last day of the entry period for each drawing. Entries will be good for one drawing only. The drawing schedule is:

Florida State University Second Chance Drawings		
Drawing	Entry Period	Drawing Date
1	August 13, 2013 – September 9, 2013	Wednesday, September 11, 2013
2	September 10, 2013 – October 7, 2013	Wednesday, October 9, 2013
3	October 8, 2013 – November 4, 2013	Wednesday, November 6, 2013

University of Florida Second Chance Drawings		
Drawing	Entry Period	Drawing Date
1	August 13, 2013 – September 9, 2013	Wednesday, September 11, 2013
2	September 10, 2013 – October 7, 2013	Wednesday, October 9, 2013
3	October 8, 2013 – November 4, 2013	Wednesday, November 6, 2013

(3) In each of the six second chance drawings, one grand prize winner will win a Hyundai Sonata GLS, one second prize winner will win a 2013-2014 FSU or UF Bowl Game Package for two persons, three third prize winners will win two FSU or UF 2014 Season Football Tickets, thirty-five fourth prize winners will win an FSU or UF 2013 Game Day Experience, and one hundred prize winners will win FSU or UF merchandise. A grand total of eight hundred and forty prizes will be awarded in the six second chance drawings.

(4) To enter a non-winning \$50,000 GRIDIRON CASH Scratch-Off ticket into a second chance drawing, visit the Florida Lottery's website at www.flalottery.com, click on the GRIDIRON CASH Second Chance Promotion banner, and follow the "Ticket Entry" directions. Players will be prompted to log in or register. Scratch off the latex covering to reveal the 24-digit ticket number (4-digit game number and 20-digit ticket number) located below the play instructions on the front of a Scratch-Off ticket and enter the entire 24-digit ticket number in the designated area. Select either the FSU Second Chance Drawing or the UF Second Chance Drawing and click "Submit." Players can also access the Lottery's website to enter a non-winning \$50,000 GRIDIRON CASH ticket via a link located on the Florida State University and the University of Florida athletic websites: www.seminoles.com and www.gatorzone.com.

(5) Players may enter as many times as they wish during the promotion period. However, each valid ticket number may only be used one time, for entry into one second chance drawing. Tickets should not be mailed to the Lottery unless players are contacted by the Florida Lottery and requested to do so. Non-winning tickets received in the mail by the Florida Lottery will not be entered into the drawing and will not be returned. The odds of winning are dependent upon the number of entries submitted.

(6) Drawings. In each of the six drawings, the first valid entry drawn will win the grand prize. The second valid entry drawn will win the second prize. The third through fifth valid entries drawn will each win a third prize and will serve as alternate winners in the order drawn for the grand or second prize in the event the grand or second prize cannot be awarded. The sixth through fortieth entries drawn will each win a fourth prize and will serve as alternate winners in the order drawn for the third prize in the event the third prize cannot be awarded. The forty-first through one hundred and fortieth entries drawn will each win a fifth prize. Alternate winners will not be selected for fourth or fifth prizes.

(7) Notification.

(a) The prize winners in each second chance drawing will be posted on flalottery.com after the drawing. The Florida Lottery will attempt to notify each grand prize, third prize and fifth prize winner no later than one week after the winners are drawn and each second and fourth prize winner no later than twenty-four hours after the winners are posted on the Florida Lottery's website. Notification will be made by telephone, U.S. mail or email using the contact information provided in the winner's registration data.

(b) If the Florida Lottery is unable to contact a grand or third prize winner within three weeks of the date of the drawing, or a second prize winner within one week of the date of the drawing, the winner will forfeit his or her right to claim

the prize and the Florida Lottery will award the prize to the first alternate winner as set forth in subsection (6) above. If the Florida Lottery is unable to contact the first alternate winner within one week of the date of award of the prize, the alternate winner will forfeit his or her right to claim the greater prize and the Florida Lottery will award the prize to a second alternate winner. This process will continue until an alternate is contacted or the Florida Lottery has exhausted the list of available alternates. Notification attempts for second prizes will not be made after December 11, 2013. If the Lottery is unable to contact an alternate, the prize will not be awarded. A third prize winner will become the alternate winner of the grand prize only if the Lottery has successfully contacted the winner concerning the original prize within the three week notification period. A fourth prize winner will become the alternate winner of a third prize only if the Lottery has successfully contacted the winner concerning the original prize within the one week notification period.

(c) A grand or second prize alternate winner who has not claimed a third prize at the time of notification that he or she is the alternate winner of a higher prize will be awarded only the higher prize. A grand or second prize alternate winner who has claimed a third prize at the time of notification will be required to return the certificate of third prize award to the Lottery.

(d) A third prize alternate winner who has not claimed a fourth prize at the time of notification that he or she is the alternate winner of a third prize will be awarded only the third prize. A third prize alternate winner who has claimed a fourth prize at the time of notification may retain his or her fourth prize in addition to the third prize.

(e) If the Florida Lottery is unable to contact a fourth prize winner within one week after the date of the drawing, the winner will forfeit his or her right to claim the prize and the Florida Lottery will not award the prize.

(f) If the Florida Lottery is unable to contact a fifth prize winner within sixty days after the date of the drawing, the winner will forfeit his or her right to claim the prize and the Florida Lottery will not award the prize.

(g) All entries are subject to validation by the Florida Lottery and may be disqualified if eligibility requirements are not met.

(8) How to Claim a Prize.

(a) To claim a grand, second, or third prize in a second chance drawing, the winner must submit to the Florida Lottery the original valid non-winning \$50,000 GRIDIRON CASH ticket bearing the entry number selected in the drawing. Without such ticket, the winner will forfeit his or her right to claim a prize. Winners must submit the valid entry ticket along with a completed Winner Claim Form DOL 173-2, revised 02/11, or Spanish Winner Claim Form DOL 173-2S, revised

02/11, and a copy of acceptable identification. Grand and second prize winners must also submit a notarized Florida Lottery Release and Authorization Form DOL-474, revised 5/13 or Spanish Florida Lottery Release and Authorization Form DOL-474S, effective 5/13. Forms DOL 173-2, DOL 173-2S, DOL-474 and DOL-474S are hereby incorporated by reference and may be obtained at any Lottery office, from the Florida Lottery's website at www.flalottery.com, or by writing to: Florida Lottery, Customer Service, 250 Marriott Drive, Tallahassee, Florida 32399-4016. For grand and third prize winners, the required forms must be received by the Florida Lottery no later than two weeks after the winner is notified by the Florida Lottery that he or she is a winner. If the Florida Lottery has not received the required forms from a grand prize or third prize winner by the fourteenth day after notification, the winner will forfeit his or her right to claim the prize and the Florida Lottery will award the prize to an alternate winner as described in subsections (6) and (7) above. For second prize winners, the required forms must be received by the Florida Lottery no later than one week after the winner is notified by the Florida Lottery that he or she is a winner. If the Florida Lottery has not received the required forms from a second prize winner by the seventh day after notification, the winner will forfeit his or her right to claim the prize and the Florida Lottery will award the prize to an alternate winner as described in subsections (6) and (7) above.

(b) Fourth and fifth prize winners are not required to submit the original non-winning \$50,000 GRIDIRON CASH Scratch-Off ticket or the documentation listed in paragraph (8)(a) in order to claim the prize. However, fourth prize winners who become alternate winners of a third prize will be required to submit the original non-winning \$50,000 GRIDIRON CASH Scratch-Off ticket and a Winner Claim form in order to claim the higher prize. Therefore, fourth prize winners should retain the original non-winning \$50,000 GRIDIRON CASH Scratch-Off ticket until notified by the Florida Lottery that the third prizes have been fulfilled.

(9) Award of Grand Prizes.

(a) Upon the Florida Lottery's receipt of a grand prize winner's required documentation, the Lottery will award a prize of a 2013 Hyundai Sonata GLS 2.4L GDI 6-speed A/T with Shiftronic. The Florida Lottery will notify the fulfillment company, which in turn will contact the winner within five business days to make arrangements for the delivery of the vehicle to the designated authorized Florida Hyundai dealership from which the winner will take possession of his or her vehicle prize. The designated dealership will be as near to the winner's place of residence as is practicable. The winner must present proof of a valid driver's license and proof of vehicle insurance as required by the laws of the state in which the vehicle is delivered, which in Florida are Chapters 322 and

320, Florida Statutes, respectively. If the winner is unable to provide proof of a valid driver's license, the vehicle must be removed by trailer or similar transport equipment provided by the winner or driven by a person who is able to provide proof of a valid driver's license. The winner must take possession of the vehicle within sixty days of receipt of notification that it is ready for pick up at the designated dealership. If the winner fails to take possession of the vehicle within sixty days of pickup notification, unless prior alternate arrangements have been made, the vehicle prize will be forfeited and no cash prize will be substituted. The cost of travel to take possession of a vehicle prize shall be the responsibility of the prizewinner.

(b) The Florida Lottery will pay tax, title and license fees on the Hyundai Sonata as well as applicable federal income tax withholding on the value of the Hyundai Sonata. The grand prize is valued at \$32,479.20 (\$21,990 vehicle retail value plus \$2,369.40 tax, title and license fees, plus \$8,119.80 federal income tax withholding). If the winner chooses to upgrade the 2013 Hyundai Sonata or selects a more expensive vehicle, the winner will be responsible for all costs in excess of \$24,359.40. If a winner chooses a vehicle valued at less than \$21,990, the winner will not receive payment for the difference in price.

(c) The Florida Lottery provides no warranty for the Hyundai Sonata. Any warranties and guarantees are those of the manufacturer only.

(d) The winner of the Hyundai Sonata must be 18 years of age or older.

(e) A cash option is not available in lieu of the vehicle. However, the Florida Lottery reserves the right to award a cash prize of \$24,359.40 in lieu of a vehicle if, for reasons beyond the control of the Lottery, a vehicle is not available for award to a player. Federal income tax withholding will be deducted from a cash prize awarded under this provision. Any additional federal, state and/or local taxes or other fees are the responsibility of the winner.

(10) Award of Second Prizes.

(a) Upon the Florida Lottery's receipt of a second prize winner's required documentation, the Lottery will award a prize of a 2013-2014 FSU or UF Bowl Game Package. The bowl game package consists of: two bowl game tickets; round-trip coach airfare for two persons from any U.S. regional or international airport with regularly-scheduled commercial service to the city in which the bowl game will be held; ground transportation between airport and hotel, hotel and stadium; and one hotel room (room and tax only) for two nights. If the bowl game is held in the state of Florida, air travel will be replaced with a mid-size rental car for three days. The winner will be provided a certificate describing the

bowl game package along with the necessary information to make reservations to fulfill the trip.

(b) If FSU or UF does not play in a bowl game at the conclusion of the 2013 season, or if the prize is not claimed in time for the winner to use the trip for the 2013-2014 bowl game, the trip will be for an away game (to be determined by the team) during the 2014 regular season. The bowl game package does not include tickets to any National Championship Bowl Game. In the event that FSU or UF plays in the 2013 season National Championship Bowl Game, prizewinners of that university's bowl game trip will have the option of taking the trip to the next end of season bowl game in which the university plays or taking the trip to an away game (to be determined by the team) during the 2014 regular season. All tickets remain subject to applicable terms, conditions and restrictions of applicable bowl game. The second prize trip does not include: mileage (unless the prize includes a rental car as described in paragraph (10)(a) above), insurance, gratuities, meals, parking fees, baggage fees, alcoholic beverages, personal expenses such as telephone calls, valet service, laundry, incidentals and the like, revision or cancellation fees which may be charged by the airlines, hotel or other suppliers, or any other items not expressly specified herein. A prizewinner may transfer the bowl trip package one time at no additional cost; however, the value of the second prize will remain taxable income to the winner. Notification of such transfer must be provided to the Lottery by November 29th, 2013. The estimated retail value of the second prize is \$2,000. The actual value of the second prize is dependent upon the location of the winner and the location of the game.

(11) Award of Third Prizes. Upon the Florida Lottery's receipt of a third prize winner's required documentation, the Lottery will award a prize of two FSU or UF 2014 Season Football tickets. The winner will be provided a certificate detailing all the information necessary to obtain the tickets. (Value \$1,400)

(12) Award of Fourth Prizes. Upon confirmation of a fourth prize winner's mailing address, the Florida Lottery will award a prize of a Game Day Experience consisting of either two single tickets to FSU's home game against Idaho University on November 23, 2013, and two hospitality passes; or two single tickets to UF's home game against Georgia Southern University on November 23, 2013, and two hospitality passes. The prize will be mailed to the winner within approximately ten days after the drawing. (Value \$140)

(13) Award of Fifth Prizes. Upon confirmation of a fifth prize winner's mailing address, the Florida Lottery will award a prize of team merchandise consisting of two FSU or UF t-shirts and two FSU or UF hats. The prize will be mailed to the winner within approximately ten days after the drawing. (Value \$19.60)

(14) All prizes are subject to the provisions of Chapter 24, Florida Statutes, and rules promulgated thereunder.

Prizes shall be paid in accordance with the rule of the Florida Lottery governing payment of prizes. A copy of the current prize payment rule can be obtained from the Florida Lottery, Office of the General Counsel, 250 Marriott Drive, Tallahassee, Florida 32399-4011.

(15) Except as specifically mentioned herein, all federal, state and/or local taxes or other fees on the prizes won in \$50,000 GRIDIRON CASH Second Chance Promotion will be the responsibility of the winner. Federal income taxes are required to be withheld from a second or third prize awarded to a nonresident alien claimant at the rate of thirty percent pursuant to applicable provisions of the Internal Revenue Code. Because there is no cash awarded in connection with the second or third prizes from which to withhold taxes, a nonresident alien claimant who is selected as a winner of a second or third prize will be required to pay the withholding tax or forfeit the prize. The reporting and subsequent payment of any additional federal, state or local taxes will be the responsibility of the nonresident alien winner.

(16) No cash option is available in lieu of \$50,000 GRIDIRON CASH Second Chance Promotion prizes.

(17) Players must be at least 18 years of age. Persons prohibited by section 24.116, Florida Statutes, from purchasing a Florida Lottery ticket are not eligible to play.

(18) The right to claim a prize cannot be assigned to another person or entity.

(19) By entering the GRIDIRON CASH Second Chance Promotion, a player gives his or her permission for the Florida Lottery to provide the player's address and telephone number to the prize fulfillment company for prize fulfillment purposes.

(20) By entering the GRIDIRON CASH Second Chance Promotion, a player gives his or her permission for the Florida Lottery to photograph and/or videotape and record the prizewinner with or without prior notification and to use the name, photograph, videotape, and/or recording of the prizewinner for advertising or publicity purposes without additional compensation.

(21) The FSU and UF second chance drawings shall be public, held in Tallahassee, Florida, and witnessed by an accountant employed by an independent certified public accounting firm.

Rulemaking Authority 24.105(9), 24.109(1) FS. Law Implemented 24.105(9), 24.115(1) FS. History—New 8-9-13.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: August 9, 2013

DEPARTMENT OF THE LOTTERY

RULE NO.: RULE TITLE:

53ER13-54 Replacement of Obsolete Emergency Rules

SUMMARY: This emergency rule is replacing other emergency rules that have been determined to be obsolete or unnecessary by the Department of the Lottery.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane D. Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011

THE FULL TEXT OF THE EMERGENCY RULE IS:

53ER13-54 Replacement of Obsolete Emergency Rules.

The following Department of the Lottery emergency rules relating to Lottery games or retailer programs are being replaced because the games or programs have concluded, or the provisions of the rule are obsolete. This rule shall replace the following rules: 53ER09-7, 53ER11-40, 53ER11-44, 53ER12-4, 53ER12-25, 53ER12-26, 53ER12-32, 53ER12-34, 53ER12-36, 53ER12-43, 53ER12-62, 53ER12-72, 53ER13-6, 53ER13-24, 53ER13-29, 53ER13-33, Fla. Admin. Code.

Rulemaking Authority 24.109(1) FS. Law Implemented 24.109(1), 120.74(1)(c) FS. History—New 8-9-13. Replaces 53ER09-7, 53ER11-40, 53ER11-44, 53ER12-4, 53ER12-25, 53ER12-26, 53ER12-32, 53ER12-34, 53ER12-36, 53ER12-43, 53ER12-62, 53ER12-72, 53ER13-6, 53ER13-24, 53ER13-29, 53ER13-33, Fla. Admin. Code.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: August 9, 2013

DEPARTMENT OF THE LOTTERY

RULE NO.: RULE TITLE:

53ER13-55 Retailer Accountability

SUMMARY: This emergency rule replaces Emergency Rule 53ER09-15 and sets forth the provisions relating to lottery ticket accountability and financial accountability by retailers.

THE PERSON TO BE CONTACTED REGARDING THE EMERGENCY RULE IS: Diane D. Schmidt, Legal Analyst, Department of the Lottery, 250 Marriott Drive, Tallahassee, Florida 32399-4011

THE FULL TEXT OF THE EMERGENCY RULE IS:

53ER13-55 Retailer Accountability.

(1) Ticket Accountability.

(a) Each retailer shall be accountable for all instant tickets received, all online terminal tickets generated and all funds received by the retailer.

(b) Retailers shall receive books of tickets for sale on a consignment basis in accordance with the Lottery's inventory management system.

(c) Each retailer is liable to the Lottery for any and all tickets accepted or generated by any employee or representative of that retailer, less cancelled online terminal tickets and tickets returned for adjustment credit in accordance with subsection (1)(d) or (e) below. Scratch-off tickets shall be deemed to have been purchased by the retailer unless returned to the Lottery by the official end of game date.

(d) Online terminal tickets may be returned to the Lottery for adjustment credit under the following circumstances:

1. The ticket did not print and the transaction is marked with an asterisk (*) on the Transaction History Report; or

2. The ticket misprints or is miscut and the dollar amount is visible, provided the Transaction History Report or ticket is mailed to the Lottery within thirty (30) days of the transaction date.

(e) To receive adjustment credit under the following circumstances, the retailer must contact the Lottery within two (2) hours of the sale, before the game closes for the next available draw or before the end of the gaming day, whichever occurs first:

1. The ticket did not print and the transaction is not marked with an asterisk (*) on the Transaction History Report;

2. The ticket misprints or is miscut and the dollar amount is not visible; or

3. The ticket cannot be canceled by the terminal but nothing appears to be wrong with the ticket.

The retailer also must mail the Transaction History Report or ticket to the Lottery within thirty (30) days of the transaction date.

(f) The Lottery will approve adjustment credit requests submitted outside the reporting window for ticket transactions that occur during a documented system failure that impacts network communications and that is outside the retailer's control.

(g) Tickets submitted to the Florida Lottery for adjustment credit shall become the property of the Florida Lottery and shall not be returned to the retailer.

(h) Books of tickets received by a retailer on consignment shall be settled for payment by one of the following three methods:

1. Settlement by the retailer;

2. Automatic settlement by the Lottery ninety (90) days after a book has been activated for sale or after ninety percent (90%) of low-tier prizes have been redeemed, whichever occurs first, except as set forth in section (2)(g) below; or

3. Settlement of books no longer in the retailer's onsite inventory by a Lottery representative during inventory management.

(i) A complete inventory of scratch-off ticket stock will be conducted by a Lottery representative at least once per quarter. During such inventory, books in "received" status that are not physically present at the retail location will be reported as missing and the retailer will be charged fifty percent (50%) of the value of the book, less sales commission. Books in "active" status that are not physically present at the location will be settled.

(2) Financial Accountability.

(a) Each retailer shall maintain a commercial checking bank account for all amounts collected from ticket sales until such amounts have been collected by the Lottery. All amounts received by each retailer from the operation of the Lottery, less the amount retained as compensation for the sale of tickets and the amount paid out as prizes, shall be held in a bank account prior to collection by the Lottery on the designated day of collection.

(b) The amount owed by a retailer to the Lottery will be electronically transferred from the retailer's bank account to the Lottery on a designated day each week. If the transfer is unsuccessful due to insufficient funds, a second attempt will automatically be made.

(c) A retailer is authorized to use its business commercial operating bank account or a separate commercial bank account for lottery purposes.

(d) A retailer shall notify the Lottery of a change in its bank account at least six (6) days in advance of such change becoming effective.

(e) A retailer shall maintain its bank account for thirty (30) days after the termination date of its retailer contract.

(f) Each retailer shall complete and return to the Lottery at the time of application or in advance of a bank account change form DOL-103, Electronic Fund Transfer Authorization Form, revised 07/13. Form DOL-103 is incorporated herein by reference and may be obtained by writing to the Florida Lottery, Retailer Contracting, 250 Marriott Drive, Tallahassee, Florida 32399-6573. The form authorizes the Lottery to debit

or credit the retailer's bank account through electronic funds transfers.

(g) The following procedures apply to Electronic Funds Transfer (EFT) delinquencies:

1. For purposes of this rule, an Electronic Funds Transfer delinquency is defined as an unsuccessful attempt to electronically transfer funds from a retailer's bank account to the Lottery in payment of the retailer's weekly settlement activity. If both the first and second weekly attempts to transfer funds fail, the failures together shall count as only one delinquency.

2. For all delinquencies that occur in a twelve-month period, the retailer's ability to sell online terminal lottery tickets and order instant tickets shall be suspended.

3. For a first or second delinquency in a twelve-month period, the retailer shall be required to pay the delinquency in full plus applicable service charges prior to reactivation of its ability to sell online terminal lottery tickets and order instant tickets. Upon the occurrence of a second delinquency, the automatic book settlement period established in section (1)(h) above will be shortened to sixty (60) days for a minimum of six (6) months. The retailer's collection activity will be reviewed during the first January or July occurring after the expiration of six months from the date of delinquency. If the retailer has incurred no additional delinquencies during that time, the automatic book settlement period will be returned to ninety (90) days. If the retailer incurs additional delinquencies while in the 60-day book settlement period and the retailer's contract is not terminated, the 60-day book settlement period will remain in effect, and the retailer's account will be reviewed at the next scheduled review period.

4. For a third delinquency in a twelve-month period, the retailer shall be required to pay the delinquency in full plus applicable service charges and post a certificate of deposit or performance bond with the Florida Lottery prior to reactivation of its ability to sell online terminal lottery tickets and order instant tickets. The amount of the security shall not exceed twice the retailer's average weekly ticket sales as determined by the Lottery.

5. For a fourth delinquency in a twelve-month period, a review of the retailer account will be performed by the Lottery to determine if the retailer's contract will be terminated. In making its determination, the Lottery will review factors such as the retailer's Lottery accounts receivable transactions and Lottery sales history. If the retailer contract is not terminated and the amount of the retailer's posted security is less than the statutorily authorized maximum of twice the retailer's average weekly ticket sales, the Lottery will increase the amount of the required security to the maximum amount.

6. The Lottery is authorized to terminate a retailer's contract prior to a fourth delinquency in a twelve-month

period if the Lottery determines that such action is necessary in order to protect the state's financial interests.

7. For purposes of calculating the number of delinquencies occurring in a twelve-month period, an unsuccessful transfer on the first weekly attempt will not be counted as a separate delinquency if the transfer on the second weekly attempt is successful.

8. For each delinquency, the retailer shall be assessed a non-refundable service charge of fifteen dollars per incident or five percent of the amount due per incident, whichever is greater, up to a maximum of one hundred-fifty dollars. The Lottery will assess only one service fee to retailer chain accounts that use the same bank account for all stores. The assessed fee shall be five percent of the total amount due for all locations up to a maximum of one hundred-fifty dollars. Payment of the delinquent settlement amount and any applicable service charges is due immediately from the retailer and prior to online terminal sales and the ability to order instant tickets being reinstated.

9. An unsuccessful transfer on the first weekly attempt will not result in assessment of a service charge if the second weekly attempt is successful. Only one service charge will be assessed if both the first and second attempts are unsuccessful.

10. If the Lottery determines that it is in its best financial interest, taking into consideration factors such as the amount of the delinquency and the length of time the delinquency and/or service charges are outstanding, the Lottery district office will be instructed to settle the sold instant tickets and pick up any remaining instant ticket inventory. A retailer's access to computerized Lottery transactions will be limited to redeeming winning tickets and printing reports until Lottery Headquarters has received notification of payment in full.

11. To satisfy an EFT delinquency, the retailer may:

- a. deposit a Cashier's check or money order made payable to the Florida Lottery into a specified Lottery bank account;
- b. wire transfer the funds into a specified Lottery bank account; or
- c. deliver a Cashier's check or money order to a Lottery office.

12. The Lottery will accept a prepayment for the settlement amount if the prepayment is received by the Lottery prior to 5:00 p.m., Eastern Time, on the day before the EFT would normally occur. A service charge will not be applied to the first three (3) prepayments made by a retailer in a twelve-month period, nor will the first three (3) prepayments be counted as a delinquency against the retailer; however, retailers who make more than three (3) prepayments in a twelve-month period will be assessed a service charge as described in subparagraph (2)(g)8. above for each additional prepayment. The Lottery will waive the service charge upon a showing of good cause by a retailer, e.g., the circumstances

necessitating prepayment are attributable to the retailer's bank or to the Lottery. Failure by the Lottery to impose a service charge does not constitute a waiver of its right to impose a service charge for any subsequent prepayment.

13. The Lottery will actively pursue collection of all delinquencies that are not paid through the process described above.

(3) This emergency rule replaces Emergency Rule 53ER09-15, Fla. Admin. Code. Rulemaking Authority 24.109(1), 24.112(1) FS. Law Implemented 24.112(1),(11), 24.114 FS. History--New 8-9-13, Replaces 53ER09-15, Fla. Admin. Code.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.
EFFECTIVE DATE August 9, 2013

Section V Petitions and Dispositions Regarding Rule Variance or Waiver

WATER MANAGEMENT DISTRICTS

Southwest Florida Water Management District

RULE NO.: RULE TITLE:

40D-22.201: Year-Round Water Conservation Measures

The Southwest Florida Water Management District hereby gives notice that on August 9, 2013, it has issued an order granting a variance.

Petitioner's Name: Blue Jay Estates – File Tracking No. 13-4173

Date Petition Filed: July 2, 2013

Rule No.: 40D-22.201, F.A.C.

Nature of the rule for which variance or waiver was sought: lawn and landscape irrigation.

Date Petition Published in the Florida Administrative Register: July 5, 2013.

General Basis for Agency Decision: Petitioner demonstrated substantial hardship and proposed an alternative means of achieving the purpose of the statute implemented by the rule.

A copy of the Order or additional information may be obtained by contacting: Lois Sorensen, 7601 US Highway 301, Tampa, Florida 33637, (813)985-7481, ext. 2298, water.variances@watermatters.org.

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Division of Hotels and Restaurants

RULE NO.: RULE TITLE:

61C-1.004: General Sanitation and Safety Requirements

The Florida Department of Business and Professional Regulation, Division of Hotels and Restaurants hereby gives notice: on July 31, 2013 the Division of Hotels and Restaurants received a Petition for an Emergency Variance for paragraph 61C-1.004(1)(a), Florida Administrative Code and Paragraph 5-202.11(A), 2009 FDA Food Code from Henry's Gourmet Popcorn located in Pensacola. The above referenced F.A.C. addresses the requirement that each establishment have an approved plumbing system installed to transport potable water and wastewater. They are requesting to utilize holding tanks to provide potable water and to collect wastewater at the handwash and three-compartment sinks.

The Petition for this variance was published in Vol. 39, No. 150 of the Florida Administrative Register on August 2, 2013. The Order for this Petition was signed and approved on August 8, 2013. After a complete review of the variance request, the Division finds that the application of this Rule will create a financial hardship to the food service establishment. Furthermore, the Division finds that the Petitioner meets the burden of demonstrating that the underlying statute has been achieved by the Petitioner ensuring the wastewater holding tank for the handwash and three-compartment sinks is emptied at a frequency as to not create a sanitary nuisance; and potable water provided must come from an approved source and be protected from contamination during handling. The Petitioner shall also ensure that the handwash and three-compartment sinks are provided with hot and cold running water under pressure; the handwash sink is provided with soap, an approved hand drying device and a handwashing sign.

A copy of the Order or additional information may be obtained by contacting: Lydia.Gonzalez@myfloridalicense.com, Division of Hotels and Restaurants, 1940 North Monroe Street, Tallahassee, Florida 32399-1011.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

RULE NO.: RULE TITLE:

62-711.500: Waste Tire Site Notification and Requirements
 NOTICE IS HEREBY GIVEN that on July 12, 2013, the Department of Environmental Protection, received a petition for a variance from certain Department rules regarding a permitted waste tire processing facility located in Dixie County, Florida. The petitioner, Anthony Fracalvieri on behalf of Dixie Waste Services, LLC, has requested a variance from par subsection 62-711.500(3)(a), Florida Administrative Code, which requires that proof of financial assurance for closure be submitted to the Department as part of the permit application for the facility.

A copy of the Petition for Variance or Waiver may be obtained by contacting: Richard Tedder, Program Administrator, Department of Environmental Protection, Solid

Waste Section, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

**Section VI
 Notice of Meetings, Workshops and Public Hearings**

DEPARTMENT OF LEGAL AFFAIRS

The Florida Commission on the Status of Women announces telephone conference calls to which all persons are invited.

DATE AND TIME: August 15, 2013, 11:00 a.m.

PLACE: Please call (850)414-3300 for instructions on participation.

GENERAL SUBJECT MATTER TO BE CONSIDERED: Full Commission Conference Call.

DATE AND TIME: August 20, 2013, 1:30 p.m.

PLACE: Please call (850)414-3300 for instructions on participation.

GENERAL SUBJECT MATTER TO BE CONSIDERED: Public Outreach Task Force.

DATE AND TIME: August 21, 2013, 10:00 a.m.

PLACE: Please call (850)414-3300 for instructions on participation.

GENERAL SUBJECT MATTER TO BE CONSIDERED: Women's Hall of Fame Committee.

DATE AND TIME: August 23, 2013, 11:00 a.m.

PLACE: Please call (850)414-3300 for instructions on participation.

GENERAL SUBJECT MATTER TO BE CONSIDERED: Strategic Planning Task Force.

NOTE: In the absence of quorum, items on this agenda will be discussed as workshop, and notes will be recorded although no formal action will be taken. If you have any questions, please call (850)414-3300.

A copy of the agenda may be obtained by contacting: Florida Commission on the Status of Women at the Office of the Attorney General, The Capitol, Tallahassee, FL 32399-1050; phone, (850)414-3300; fax, (850)921-4131

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 3 days before the workshop/meeting by contacting: Florida Commission on the Status of Women at the Office of the Attorney General, The Capitol, Tallahassee, FL 32399-1050; phone, (850)414-3300; fax, (850)921-4131. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, (800)955-8771 (TDD) or (800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

For more information, you may contact: Florida Commission on the Status of Women at the Office of the Attorney General, The Capitol, Tallahassee, FL 32399-1050; phone, (850)414-3300; fax, (850)921-4131.

DEPARTMENT OF EDUCATION

The Blind Services Endowment Foundation Financial Committee announces a telephone conference call to which all persons are invited.

DATE AND TIME: August 21, 2013, 2:00 p.m.

PLACE: Teleconference – contact Bruce Miles for the number at (239)394-1020 or Brokerbruc@aol.com.

GENERAL SUBJECT MATTER TO BE CONSIDERED: Discussion of next year's Endowment Foundation budget.

A copy of the agenda may be obtained by contacting: Bruce Miles, Chair, Financial Committee, (239)394-1020, Brokerbruc@aol.com.

BOARD OF TRUSTEES OF INTERNAL IMPROVEMENT TRUST FUND

The Department of Environmental Protection announces workshops to which all persons are invited.

DATES AND TIMES: Public meeting: Wednesday, August 21, 2013, 5:00 p.m. – 8:00 p.m.; Public Webinars: Thursday, August 22, 2013, 6:00 p.m. – 8:00 p.m. and Friday, August 23, 2013, 11:00 a.m. – 1:00 p.m.

PLACE: Marjorie Stoneman Douglas Building, Conference Room A&B, 3900 Commonwealth Boulevard, Tallahassee, FL 32399.

Links to the Webinars and directions on how to participate will be posted at <http://www.dep.state.fl.us/lands/assessment/default.htm> no later than Monday, August 19, 2013.

GENERAL SUBJECT MATTER TO BE CONSIDERED: A presentation on the Department's scientific assessment of conservation land owned by the Board of Trustees in order to identify lands for potential surplus sale, the results of that assessment, and to receive public comment.

A copy of the agenda may be obtained by contacting: Amanda Marsh, Office of Environmental Services at (850)245-2784 or on the web at www.dep.state.fl.us/lands/arc_calendar.htm.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by

contacting: Amanda Marsh, Office of Environmental Services at (850)245-2784 or amanda.marsh@dep.state.fl.us. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, (800)955-8771 (TDD) or (800)955-8770 (Voice).

For more information, you may contact: Amanda Marsh, Office of Environmental Services at (850)245-2784 or amanda.marsh@dep.state.fl.us.

PUBLIC SERVICE COMMISSION

The Florida Public Service Commission announces a prehearing conference and a hearing in the following docket to which all persons are invited.

DOCKET NO. AND TITLE: Docket No. 130040-EI – Petition for rate increase by Tampa Electric Company.

PREHEARING CONFERENCE DATE AND TIME: Monday, August 26, 2013, 1:00 p.m.

PLACE: Room 148, Betty Easley Conference Center, 4075 Esplanade Way, Tallahassee, Florida.

GENERAL SUBJECT MATTER TO BE CONSIDERED AT THE PREHEARING: The purpose of this prehearing conference is to: (1) simplify the issues; (2) identify the positions of the parties on the issues; (3) consider the possibility of obtaining admissions of fact and of documents which will avoid unnecessary proof; (4) identify exhibits; (5) establish an order of witnesses; and (6) consider such other matters as may aid in the disposition of the action.

HEARING DATE AND TIME: September 9-13, 2013, 9:30 am. The starting times on September 10-13, 2013, will be announced at the conclusion of the hearing on the previous day. The hearing may be adjourned early if all testimony is concluded.

PLACE: Room 148, Betty Easley Conference Center, 4075 Esplanade Way, Tallahassee, Florida.

GENERAL SUBJECT MATTER TO BE CONSIDERED AT THE HEARING: The purpose of the meeting is to permit parties to present testimony and exhibits relative to the application by Tampa Electric Company, and for such other purposes as the Commission may deem appropriate. All witnesses shall be subject to cross-examination at the conclusion of their testimony on the issues identified by the parties at the prehearing conference held on August 26, 2013.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate at this proceeding should contact the Office of Commission Clerk no later than five days prior to the conference at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, via (800)955-8770 (Voice) or (800)955-8771 (TDD), Florida Relay Service.

WATER MANAGEMENT DISTRICTS

St. Johns River Water Management District

The North Florida Regional Water Supply Partnership Stakeholder Advisory Committee (the Advisory Committee) is a committee of stakeholders selected by the St. Johns River Water Management District and the Suwannee River Water Management District in consultation with the Florida Department of Environmental Protection, to advise these agencies on issues affecting water supplies in both water management districts. The Advisory Committee announces a public meeting to which all persons are invited.

DATE AND TIME: Monday, August 19, 2013, 1:00 p.m.

PLACE: Florida Gateway College, Wilson S. Rivers Library and Media Center, 149 SE College Place, Building 200, Room 102, Lake City, FL 32025.

GENERAL SUBJECT MATTER TO BE CONSIDERED:

This is a meeting of the Advisory Committee described above. The purpose of the meeting is to hear presentations on and discuss: Ichetucknee and Lower Santa Fe MFL update, Atkins aquifer recharge study, evapotranspiration data and other items listed on the agenda. An opportunity for public comment will be provided near the end of the meeting.

NOTE: One or more members of the Governing Board from each of the water management districts named above may attend and participate in the meeting of the Advisory Committee.

A copy of the agenda may be obtained by contacting: St. Johns River Water Management District, Attention: Julie Green, 4049 Reid Street, Palatka, FL 32177, (386)329-4240, email: jgreen@sjrwmd.com or by visiting the North Florida Regional Water Supply Partnership website at www.northfloridawater.com.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting: Vanessa Fultz, Communications/Creative Services Specialist, Suwannee River Water Management District, (386)362-1001. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or (800)955-8770 (Voice).

For more information, you may contact: Julie Green, (386)329-4240, email: jgreen@sjrwmd.com.

AGENCY FOR HEALTH CARE ADMINISTRATION

Health Facility and Agency Licensing

The Agency for Health Care Administration announces a telephone conference call to which all persons are invited.

DATE AND TIME: Friday, August 16, 2013, 1:30 p.m. – 4:00 p.m. (EST)

PLACE: Agency for Health Care Administration, **teleconference call only**, dial-in number: (888)670-3525, conference code: 3715928831.

GENERAL SUBJECT MATTER TO BE CONSIDERED:

This is a teleconference meeting of the Organ and Tissue Procurement and Transplantation Advisory Board, created by Section 765.543, Florida Statutes. The purpose is to conduct general business of the advisory board including review and discussion on recommendations for changes to the laws and administrative rules related to organ and tissue procurement activities in Florida.

A copy of the agenda may be obtained by contacting: Dayle Mooney, Program Administrator, Agency for Health Care Administration, Laboratory Licensure Unit, 2727 Mahan Drive, MS 32, Tallahassee, Florida 32308, (850)412-4500, email: Dayle.Mooney@ahca.myflorida.com.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: Dayle Mooney at (850)412-4500. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, (800)955-8771 (TDD) or (800)955-8770 (Voice).

DEPARTMENT OF MANAGEMENT SERVICES

Division of Communications

The Department of Management Services, DivTel / SLERS announces a public meeting to which all persons are invited.

DATE AND TIME: Readvertised with date change: Tuesday, August 27, 2013, 9:00 a.m.

PLACE: 4030 Esplanade Way, Room 225A, Tallahassee, FL 32399.

GENERAL SUBJECT MATTER TO BE CONSIDERED:

This will be a Business Meeting to discuss matters that need to be presented to the Joint Task Force Board Meeting on September 10.

A copy of the agenda may be obtained by contacting: Debi Smith at (850)922-7435 or by email at Debi.Smith@DMS.MyFlorida.com.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 4 days before the workshop/meeting by contacting: Debi Smith at (850)922-7435 or by email at Debi.Smith@DMS.MyFlorida.com. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, (800)955-8771 (TDD) or (800)955-8770 (Voice).

For more information, you may contact: Debi Smith at (850)922-7435 or by email at Debi.Smith@DMS.MyFlorida.com.

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Board of Pilot Commissioners

The Board of Pilot Commissioners announces a public meeting to which all persons are invited.

DATE AND TIME: October 3, 2013, 10:00 a.m.

PLACE: Omphoy Ocean Resort, 2842 S. Ocean Blvd, Palm Beach, FL.

GENERAL SUBJECT MATTER TO BE CONSIDERED: General board business and probable cause panel (portions of which may be closed to the public).

A copy of the agenda may be obtained by contacting: MyFloridaLicense.com – Our Businesses and Professions - Board of Pilot Commissioners.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: the board office. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, (800)955-8771 (TDD) or (800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Board of Pilot Commissioners

The Board of Pilot Commissioners/Pilotage Rate Review Committee announces a public meeting to which all persons are invited.

DATE AND TIME: October 4, 2013 9:00 a.m.

PLACE: Omphoy Ocean Resort, 2842 South Ocean Blvd, Palm Beach, FL.

GENERAL SUBJECT MATTER TO BE CONSIDERED: Rate Application for the Palm Beach Pilots Association.

A copy of the agenda may be obtained by contacting: MyFloridaLicense.com – Our Business & Professions – Board of Pilot Commissioners.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting the Board office. If you are hearing or speech

impaired, please contact the agency using the Florida Relay Service, (800)955-8771 (TDD) or (800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Florida Mobile Home Relocation Corporation

The Florida Mobile Home Relocation Corporation announces a telephone conference call to which all persons are invited.

DATE AND TIME: Thursday, August 29, 2013, 10:00 a.m.

PLACE: via telephone only. To attend the meeting by telephone, please call (888)909-7654 and enter pass code 128126 when prompted.

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Board will address official business of the Florida Mobile Home Relocation Corporation which will include, among other matters, a review of mobile home owner applications for compensation for relocation and/or abandonment due to change in land use and such other business as may come before the Board. A schedule for future meetings will be determined.

A copy of the agenda may be obtained by contacting: Vicky Krentz at (888)862-7010.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting Vicky Krentz at (888)862-7010. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, (800)955-8771 (TDD) or (800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

For more information, you may contact: Vicky Krentz, Executive Director, FMHRC, PO Box 7848, Clearwater, FL, 33765, (888)862-7010. Ms. Krentz may be reached by email at vicky@fmhrc.org.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

The Division of Recreation & Parks announces a public meeting to which all persons are invited.

DATE AND TIME: August 20, 2013, 9:00 a.m.

PLACE: The Gardener's Cottage at Alfred B. Maclay Gardens State Park, 3540 Thomasville Road, Tallahassee, FL 32312.

GENERAL SUBJECT MATTER TO BE CONSIDERED: Presentation and discussion of the update to the management plan for Alfred B. Maclay Gardens State Park with the advisory group members.

A copy of the agenda may be obtained by contacting: Beth Weidner, Park Manger, Alfred B. Maclay Gardens State Park at 3540 Thomasville Road, Tallahassee FL 32309, phone number (850)487-4115, fax number (850)487-8808, or email Elizabeth.Weidner@dep.state.fl.us.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting: Beth Weidner, Park Manger, Alfred B. Maclay Gardens State Park at 3540 Thomasville Road, Tallahassee FL 32309, phone number (850)487-4115, fax number (850)487-8808, or email Elizabeth.Weidner@dep.state.fl.us. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, (800)955-8771 (TDD) or (800)955-8770 (Voice).

DEPARTMENT OF ENVIRONMENTAL PROTECTION

The Division of Recreation & Parks announces a workshop to which all persons are invited.

DATE AND TIME: Monday, August 19, 2013, 7:00 p.m.

PLACE: The Chiles High School Cafeteria, 7200 Lawton Chiles Lane, Tallahassee, Florida 32312.

GENERAL SUBJECT MATTER TO BE CONSIDERED: Presentation of an update to the management plan for Alfred B. Maclay Gardens State Park.

A copy of the agenda may be obtained by contacting: Beth Weidner, Park Manger, Alfred B. Maclay Gardens State Park at 3540 Thomasville Road, Tallahassee FL 32309, phone number (850)487-4115, fax number (850)487-8808, or email Elizabeth.Weidner@dep.state.fl.us.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting: Beth Weidner, Park Manger, Alfred B. Maclay Gardens State Park at 3540 Thomasville Road, Tallahassee FL 32309, phone number (850)487-4115, fax number (850)487-8808, or email Elizabeth.Weidner@dep.state.fl.us. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, (800)955-8771 (TDD) or (800)955-8770 (Voice).

DEPARTMENT OF HEALTH

Board of Clinical Laboratory Personnel

The Board of Clinical Laboratory Personnel announces a telephone conference call to which all persons are invited.

DATE AND TIME: Friday, September 13, 2013, 9:00 a.m., at meet me number (888)670-3525, participant passcode 9238150597.

PLACE: Department of Health, 4042 Bald Cypress Way, Tallahassee, Florida 32399-3257.

GENERAL SUBJECT MATTER TO BE CONSIDERED: General board business.

A copy of the agenda may be obtained by contacting: Sherra W. Causey, Board of Clinical Laboratory Personnel, 4052 Bald Cypress Way, Bin #C07, Tallahassee, Florida 32399-3257 or by accessing the board's web site at: www.doh.state.fl.us/clinlab/index.html.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting: Sherra W. Causey. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, (800)955-8771 (TDD) or (800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

DEPARTMENT OF HEALTH

Board of Nursing

The Florida Board of Nursing North Probable Cause Panel announces a telephone conference call to which all persons are invited.

DATE AND TIME: August 23, 2013, 10:00 a.m.

PLACE: Department of Health, Tallahassee at Meet Me Number (888)670-3525, code 6126445695

GENERAL SUBJECT MATTER TO BE CONSIDERED: For cases previously heard by the panel.

A copy of the agenda may be obtained by contacting: Joe Baker, Jr., Executive Director, 4052 Bald Cypress Way, Bin #C02, Tallahassee, FL 32399-3257.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting the Board at (850)245-4125. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, (800)955-8771 (TDD) or (800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

DEPARTMENT OF HEALTH

Board of Psychology

The Board of Psychology announces public meetings to which all persons are invited.

DATES AND TIMES: January 28, 2014; March 25, 2014; May 20, 2014; July 22, 2014; September 23, 2014, and November 18, 2014, 8:00 a.m. E.S.T. or soon thereafter.

PLACE: Conference call: (888)670-3525. After dialing the meet me number, when prompted, insert 4389078941 followed by the # sign in order to join the meeting.

GENERAL SUBJECT MATTER TO BE CONSIDERED: Probable Cause Panel Meeting. A meeting or portion of a probable cause panel meeting is public only if a case or cases are public by reason of reconsideration.

A copy of the agenda may be obtained by contacting: The Board of Psychology, 4052 Bald Cypress Way, BIN C-05, Tallahassee, FL 32399-3255; by visiting our website at: <http://doh.state.fl.us/mqa/psychology/index.html>, or by calling the board office at (850)245-4373, ext. 3467.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting the board office at (850)488-0595. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, (800)955-8771 (TDD) or (800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

DEPARTMENT OF HEALTH

Board of Psychology

The Board of Psychology announces public meetings to which all persons are invited.

DATES AND TIMES: March 21, 2014; June 20, 2014; September 26, 2014, and November 21, 2014, 08:00 a.m. E.S.T. or soon thereafter.

PLACE: Conference call: (888)670-3525. After dialing the meet me number, when prompted, insert 4389078941 followed by the # sign in order to join the meeting.

GENERAL SUBJECT MATTER TO BE CONSIDERED: Quorum Meeting.

A copy of the agenda may be obtained by contacting: The Board of Psychology, 4052 Bald Cypress Way, BIN C-05, Tallahassee, FL 32399-3255; by visiting our website at: <http://doh.state.fl.us/mqa/psychology/index.html>, or by calling the board office at (850)245-4373, ext. 3467.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting the board office at (850)488-0595. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, (800)955-8771 (TDD) or (800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

Agency for Persons with Disabilities

The Agency for Persons with Disabilities announces a public meeting to which all persons are invited.

DATE AND TIME: August 23, 2013, 10:00 a.m. – 12:00 Noon

PLACE: Agency for Persons with Disabilities, 4030 Esplanade Way RM 301, Tallahassee, FL 32399

Conference phone number: (888)670-3525, participant code 5106539718, then #.

GENERAL SUBJECT MATTER TO BE CONSIDERED: To obtain public input to improve housing options for persons with developmental disabilities.

A copy of the agenda may be obtained by contacting: <http://apdcares.org/publications/legal>, Tracey Tolbert, 4030 Esplanade Way Suite 380, Tallahassee, FL 32399, (850)488-4358.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 3 days before the workshop/meeting by contacting: Tracey Tolbert, 4030 Esplanade Way Suite 380, Tallahassee, FL 32399, (850)488-4358. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, (800)955-8771 (TDD) or (800)955-8770 (Voice).

For more information, you may contact: Tracey Tolbert, 4030 Esplanade Way Suite 380, Tallahassee, FL 32399, (850)488-4358.

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
Agency for Persons with Disabilities

The Agency for Persons with Disabilities announces a public meeting to which all persons are invited.

DATE AND TIME: August 21, 2013 10:00 a.m. – 12:00 Noon.

PLACE: Conference phone number: (888)670-3525, participant code 5106539718, then #.

Agency for Persons with Disabilities, 4030 Esplanade Way, RM 360L, Tallahassee, FL 32399.

GENERAL SUBJECT MATTER TO BE CONSIDERED:

This meeting is intended to obtain public input for improving training for staff who provide services to Floridians with developmental disabilities.

A copy of the agenda may be obtained by contacting: <http://apdcares.org/publications/legal>; Tracey Tolbert, 4030 Esplanade Way Suite 380, Tallahassee, FL 32399, (850)488-4358.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 2 days before the workshop/meeting by contacting: Tracey Tolbert, 4030 Esplanade Way Suite 380, Tallahassee, FL 32399, (850)488-4358. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, (800)955-8771 (TDD) or (800)955-8770 (Voice).

For more information, you may contact: Tracey Tolbert, 4030 Esplanade Way Suite 380, Tallahassee, FL 32399, (850)488-4358.

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
Agency for Persons with Disabilities

The Agency for Persons with Disabilities announces a public meeting to which all persons are invited.

DATE AND TIME: September 9, 2013, 10:00 a.m. – 12:00 Noon

PLACE: Conference phone number (888)670-3525, participant code 5106539718, then #

Agency for Persons with Disabilities, 4030 Esplanade Way, RM 301, Tallahassee, FL 32399

GENERAL SUBJECT MATTER TO BE CONSIDERED: To obtain public input regarding provider rates and transportation of persons with developmental disabilities.

A copy of the agenda may be obtained by contacting: <http://apdcares.org/publications/legal>; Tracey Tolbert, 4030

Esplanade Way Suite 380, Tallahassee, FL 32399, (850)488-4358

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 3 days before the workshop/meeting by contacting: Tracey Tolbert, 4030 Esplanade Way Suite 380, Tallahassee, FL 32399, (850)488-4358. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, (800)955-8771 (TDD) or (800)955-8770 (Voice).

For more information, you may contact: Tracey Tolbert, 4030 Esplanade Way Suite 380, Tallahassee, FL 32399, (850)488-4358.

FINANCIAL SERVICES COMMISSION

OIR – Insurance Regulation

The Office of Insurance Regulation announces a hearing to which all persons are invited.

DATE AND TIME: September 18, 2013, 8:30 a.m.

PLACE: The Office of Insurance Regulation, 200 East Gaines Street, Larson Building, Room 601B, Tallahassee, FL 32399-0327.

GENERAL SUBJECT MATTER TO BE CONSIDERED: To appoint a new chairperson and vice chairperson for the Advisory Council and discuss issues currently facing the continuing care industry.

A copy of the agenda may be obtained by contacting: Mr. Dan Papka at Daniel.Papka@flair.com or (850)413-2430.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: Mr. Dan Papka at Daniel.Papka@flair.com or (850)413-2430. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, (800)955-8771 (TDD) or (800)955-8770 (Voice).

For more information, you may contact: Mr. Dan Papka at Daniel.Papka@flair.com or (850)413-2430.

CITIZENS PROPERTY INSURANCE CORPORATION

The Information Systems Advisory Committee of Citizens Property Insurance Corporation announces a telephone conference call to which all persons are invited.

DATE AND TIME: Wednesday, August 28, 2013, 2:00 p.m.

PLACE: Conference call, (866)361-7525, conference ID 4869641229#.

GENERAL SUBJECT MATTER TO BE CONSIDERED: Business before the Information Systems Advisory Committee.

A copy of the agenda may be obtained by contacting the Corporate website at <https://www.citizensfla.com> or Maryann Kinney at (850)513-3928.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting Maryann Kinney at (850)513-3928. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, (800)955-8771 (TDD) or (800)955-8770 (Voice).

KITTELSON & ASSOCIATES, INC

The Florida Department of Transportation (FDOT) announces public meetings to which all persons are invited.

DATES AND TIMES: August 26, 2013 and September 12, 2013, 5:30 p.m. – 7:30 p.m. (both meetings)

PLACE: Pine Castle Woman's Club, 5901 S. Orange Avenue, Orlando FL 32809

GENERAL SUBJECT MATTER TO BE CONSIDERED: Financial Management No.: 410735-1-12-07.

Project Description: Orange Avenue (SR 527) Corridor Planning Study from Sand Lake Road to Hoffner Avenue, Orange County.

Two public meetings are being held to solicit input. The first public meeting is to provide an overview of planning activities along the Orange Avenue corridor in the vicinity of the SunRail station, and to conduct a walking audit along the corridor from Parkline Boulevard to Hoffner Avenue. The project team is seeking input on existing transportation issues as well as desired pedestrian, bicycle, and transit amenities within the corridor. This meeting is on Monday, August 26, 2013, 5:30 p.m. – 7:30 p.m. at the Pine Castle Woman's Club, 5901 S. Orange Avenue, Orlando FL 32809.

The second informational meeting is to solicit input related to potential corridor improvements along Orange Avenue between Sand Lake Road and Hoffner Avenue. The meeting will include an overview of existing transportation conditions and potential multimodal strategies/ideas currently being considered. The presentation will be followed by an open house where the study team will be available to answer questions and further gather public input. This meeting is on Thursday, September 12, 2013, 5:30 p.m. – 7:30 p.m. at the Pine Castle Woman's Club, 5901 S. Orange Avenue, Orlando FL 32809.

A copy of the agenda may be obtained by contacting: Heather S. Garcia, Planning & Corridor Development Manager, FDOT District 5 at 719 S. Woodland Blvd., DeLand, FL 32720; by phone at (386)943-5077, or email at heather.garcia@dot.state.fl.us.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 7 days before the workshop/meeting by contacting: Justin Bansen at Kittelson & Associates, 225 E. Robinson Street, Orlando, FL 32801; by phone at (407)540-0555, or via email at jbansen@kittelson.com.

Public participation is solicited without regard to race, color, national origin, age, sex, disability or family status.

Persons who require translation services (free of charge) should contact Justin Bansen at the phone number above. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, (800)955-8771 (TDD) or (800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

For more information, you may contact: Heather S. Garcia, Planning & Corridor Development Manager, FDOT District 5 by phone at (386)943-5077; by email at heather.garcia@dot.state.fl.us; or, Justin Bansen at Kittelson & Associates by phone at (407)540-0555 or via email at jbansen@kittelson.com. Additional information related to the project may be obtained at: cflroads.com and www.enhancecfl.org.

Section VII

Notice of Petitions and Dispositions Regarding Declaratory Statements

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Division of Consumer Services

NOTICE IS HEREBY GIVEN that the Florida Department of Agriculture and Consumer Services has declined to rule on the petition for declaratory statement filed by Paymaxx Pro, LLC and Leedom Capital Corp. on June 4, 2013. The following is a summary of the agency's declination of the petition:

The Department denied the petition on the basis that it lacked authority to issue the declaratory statement under Section 120.565, Florida Statutes as the Department does not administer Section 501.0117, Florida Statutes, and the declaratory statement sought would result in an impermissible statement of general policy and applicability. The Final Order was filed with the Department's Clerk on August 8, 2013. A copy of the petition and the Final Order may be obtained by contacting: Amy Topol, Assistant Director, Division of

Consumer Services, 2005 Apalachee Parkway, Tallahassee, FL 32399, amy.topol@FreshFromFlorida.com.

Section VIII

Notice of Petitions and Dispositions Regarding the Validity of Rules

Notice of Petition for Administrative Determination has been filled with the Division of Administrative Hearings on the following rules:

Adventist Health System/Sunbelt, Inc., d/b/a Florida Hospital vs. Agency for Health Care Administration; Case No.: 13-2874RP; Rule No.: 59E-5.605

Pasco Regional Medical Center, LLC, d/b/a Pasco Regional Medical Center vs. Agency for Health Care Administration; Case No.: 13-2875RP; Rule No.: 59E-5.605

M. S. K. vs. Agency for Persons with Disabilities; Case No.: 13-2827RU

J. L. P. vs. Agency for Persons with Disabilities; Case No.: 13-2828RU

T. M. vs. Agency for Persons with Disabilities; Case No.: 13-2829RU

R. A. N. vs. Agency for Persons with Disabilities; Case No.: 13-2834RU

E. P. and M. P., as Guardians of the Person and Property of M. P., an Incapacitated Person vs. Agency for Persons with Disabilities; Case No.: 13-2840RU

J. G. vs. Agency for Persons with Disabilities; Case No.: 13-2876RU

R. W. vs. Agency for Persons with Disabilities; Case No.: 13-2878RU

Notice of Disposition of Petition for Administrative Determination has been filled with the Division of Administrative Hearings on the following rules:

NONE

Section IX

Notice of Petitions and Dispositions Regarding Non-rule Policy Challenges

NONE

Section X

Announcements and Objection Reports of the Joint Administrative Procedures Committee

NONE

Section XI

Notices Regarding Bids, Proposals and Purchasing

EARLY LEARNING COALITION OF OKALOOSA & WALTON COUNTIES

Early Learning and Early Education Services

The School Readiness Coalition of Okaloosa and Walton Counties, Inc., d/b/a Early Learning Coalition of Okaloosa and Walton Counties announces the following Request for Proposals (RFP) to which all persons are invited to bid.

The Early Learning Coalition is soliciting competitive sealed proposals from organizations or agencies to provide:

1. School Readiness Services (funded through federal, state and local allocations);
2. Quality Services (funded through federal, state and local allocations), and
3. Voluntary Pre-kindergarten Services (funded through State of Florida allocations).

Services will be required to be delivered as a unit for January 1, 2014 through June 30, 2014, and as a unit for 2014-2015 Fiscal Year (July 1st through June 30th). The two units should be priced according to time frame of the service delivery

period, with appropriate components in the half year versus the full year portions of any proposal. January 1, 2014 through June 30, 2014 is the primary delivery period of services covered by the RFP; while July 1, 2014 through June 30, 2015 will be considered the renewal of the six (6) month award for the subsequent twelve-month period for the successful bidder. School Readiness Legislation and Voluntary Pre-kindergarten Legislation requires specific services be delivered in the Coalition's service area including Eligibility/Enrollment, Provider Payments, Parent and Child Services, Provider Recruitment and Development, Procurement of Local Match, Monitoring and Assistance, Curriculum Support, and Assessments of Early Childhood programs and Voluntary Pre-kindergarten children.

Additional services may be included in the RFP. A bidder's Conference is not anticipated.

This Request for Proposals will be available for distribution on or about August 28, 2013. The deadline for Letter of Intent to Bid is September 9, 2013. The deadline for receipt of

proposals is noon (local time) on November 12, 2013. Successful bidder's contract begins January 1, 2014, pending evaluations of bids and proposal selection.

Write for or pick up a copy of the RFP at the following address: Michael Yeager, Assistant Director, Early Learning Coalition of Okaloosa and Walton Counties, 2018 Lewis Turner Blvd., Suite C, Fort Walton Beach, FL 32547. Phone: (850)833-3627, fax: (850)833-3632.

**Section XII
Miscellaneous**

NONE

**Section XIII
Index to Rules Filed During Preceding
Week**

NOTE: The above section will be published on Tuesday beginning October 2, 2012, unless Monday is a holiday, then it will be published on Wednesday of that week.
