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CLERK TO THE BOARD  
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EXT 7240

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**AGREEMENT AUTHORIZING AFFORDABLE-WORKFORCE HOUSING  
DENSITY BONUS AND IMPOSING COVENANTS AND  
RESTRICTIONS ON REAL PROPERTY**

THIS AGREEMENT is made as of the 10th day of June, 2008, by and between Florida Non-Profit Services, Inc. and the Empowerment Alliance of Southwest Florida Community Development Corporation (the "Developers") and the Collier County Board of County Commissioners (the "Commission"), collectively, the "Parties."

**RECITALS:**

A. The Developer owns a tract of real property described in Exhibit "A" attached hereto and incorporated herein (The "Property"). It is the Developer's intent to construct a maximum of 262 residential units (the "Units") at a density of 8.28± units per gross acre on the Property. The gross acreage of Property is 31.63± acres. The number of affordable-workforce-gap housing units constructed by Developer shall be 236, representing 90 percent of the total number of residential Units approved in the development, or 175 percent of the approved bonus units.

B. In order to construct the Units, the Developer must obtain a density bonus

from the Commission for the Property as provided for in the Collier County Affordable Housing Density Bonus Ordinance No. 90-89, now codified by Ordinance 04-41, as amended, as Land Development Code (LDC) § 2.06.00 *et seq.*, which density bonus can only be granted by the Commission and utilized by the Developer in accordance with the strict limitations and applicability of said provisions.

C. The Commission is willing to grant a density bonus to the Developer authorizing the construction of 135 bonus Units on the Property, if the Developer agrees to construct affordable, workforce, and gap Units as specified in this Agreement.

NOW, THEREFORE, in consideration of the approval and grant of the density bonus of 4.28 units per acre requested by the Developer and the benefits conferred thereby on the Property, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Commission hereby covenant and agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.

2. Developer Agreements. The Developer hereby agrees that he shall construct up to 262 units, not to exceed 90 percent of the approved residential density as affordable-workforce housing units, which Units shall be sold in accordance with the terms and conditions of this Agreement and as specified by the attached Appendices A & B, Exhibits A, B, & C, and Appendix C, which Appendices are incorporated by reference herein and which constitute a part of this Agreement.

a. The following provisions shall be applicable to the affordable, workforce and gap Units:

(1) Defined terms: In the event of a conflict between terms as defined in the LDC or in Ordinance No. 90-89, Section 4, the definitions of the LDC will control when applying or interpreting this Agreement. In addition to these defined terms and the applicability of LDC § 2.06.04 "Phasing" shall mean: (a) the phased construction of

buildings or structures in separate and distinct stages as shown on a PUD master plan, subdivision master plan or site development plan; or (b) in developments where phased construction is not depicted on a PUD master plan, subdivision master plan or site development plan, the construction of buildings or structures in a clearly defined series of starts and finishes that are separate and distinct within the development.

(2) Median Income. For the purposes of this Agreement, the median income of the area as defined by the U.S. Department of Housing and Urban Development (HUD) shall be the then current median income for the Naples Metropolitan Statistical Area, established periodically by HUD and published in the Federal Register, as adjusted for family size as shown on the tables attached hereto as Appendix A, Exhibit C, which Exhibit shall be adjusted from time to time in accordance with any adjustments that are authorized by HUD or any successor agency. In the event that HUD ceases to publish an established median income as aforesaid, the Parties hereto shall mutually agree to another reasonable and comparable method of computing adjustments in median income.

(3) Eligibility and Qualification of Owner. Family income eligibility is a three-step process: 1) submittal of an application by a prospective Owner; 2) verification of family housing unit provided under the affordable, workforce, and gap housing density bonus program prior to being qualified at the appropriate level of income (very low, low, workforce, or gap income) in accordance with this Section; 3) certification of eligible Owner by the Financial Administration and Housing Department.

The Developer shall be responsible for qualifying Owners by accepting applications, verifying income and obtaining income certification for all affordable, workforce, and gap units in the subject development. All applications, forms and other documentation required by this Agreement shall be provided to Housing and Human Services Department. Qualification by the Developer of any persons as an eligible Owner family shall be subject to review and approval in accordance with the monitoring

and enforcement program in LDC §§ 2.06.05 and 2.06.06, respectively.

The Developer and Commission acknowledge and agree that once the developer has delivered all affordable, workforce, and gap units contemplated under this Agreement to approved purchasers, the Developer shall no longer be required to provide progress and monitoring reports, and shall no longer be liable for enforcement action under this Agreement.

(a) Application. A potential owner shall apply to the developer, owner, manager, or agent to qualify as a very low, low, workforce, or gap income family for the purpose of owning and occupying an affordable-workforce-gap housing unit pursuant to the affordable-workforce housing density bonus program. The Preliminary Application for affordable-workforce housing unit shall be provided to Collier County Housing and Human Services Department as shown in Appendix B, Exhibit A, attached to this Agreement and incorporated by reference herein.

(b) Income Verification and Certification. No affordable-workforce housing unit in the development shall be sold whose household income has not been verified and certified in accordance with this Agreement and LDC § 2.06.05.

(c) Income Verification. The Developer shall obtain written verification from the potential occupant (including the entire household) to verify all regular sources of income (including the entire household). The most recent year's federal income tax return for the potential occupants (including the entire household) may be used for the purpose of income verification, attached to the affordable-workforce housing applicant Income Verification form, including a statement to release information, occupant verification of the return, and a signature block with the date of application. The verification shall be valid for up to one hundred eighty (180) days prior to occupancy. Upon expiration of the 180 day period, the information may be verbally updated from the original sources for an additional 30 days, provided it has been documented by the person preparing the original verification. After this time, a new verification form must

be completed. The affordable-workforce housing Applicant Income Verification form shall be provided to the Housing and Human Services Department as shown in Appendix B, Exhibit B, attached to this Agreement and incorporated by reference herein.

(d) Income Certification. Upon receipt of the Preliminary Application for an affordable-workforce housing unit and Applicant Income Verification form, the Developer shall require that an income certification form be executed by the potential occupant (including the entire household) prior to occupancy of the affordable-workforce housing unit by the occupant. Income certification shall assure that the potential occupant has an appropriate household income which qualifies the potential occupant as an eligible family to occupy an affordable-workforce housing unit under the affordable-workforce housing density bonus program. The affordable-workforce Housing Applicant Income Certification form shall be provided by the Housing and Human Services Department as shown in Appendix B, Exhibit C, is attached to this Agreement and is incorporated by reference herein.

Random inspection of files containing required documentation to verify occupancy in accordance with this Agreement and LDC § 2.06.00, may be conducted by the Housing and Human Services Department upon reasonable notice.

(4) Annual Progress and Monitoring Report. The Developer shall provide the Housing and Human Services Department an annual progress and monitoring report regarding the delivery of affordable-workforce-gap housing units throughout the period of their construction and occupancy. The annual progress and monitoring report shall, at a minimum, provide any information reasonably required to insure compliance with LDC § 2.06.00, or subsequent amendments thereto. The report shall be filed on or before September 30 of each year and the report shall be submitted by the Developer to the Housing and Human Services Department. Failure to complete and submit the monitoring report to the Housing and Human Services Department within sixty (60)

days from the due date shall result in a penalty of up to fifty dollars (\$50.00) per day unless a written extension not to exceed thirty (30) days is requested prior to expiration of the sixty (60) day submission deadline. No more than one such extension may be granted in a single year.

(5) Occupancy Restrictions. No affordable-workforce unit in any building or structure on the Property shall be occupied by the Developer, any person related to or affiliated with the Developer, or by a resident manager.

3. Density Bonus. The Commission hereby acknowledges that the Developer has met all required conditions to qualify for a density bonus, in addition to the base residential density of 4 units per acre, and is therefore granted a density bonus of 4.28 density bonus units per acre, for a total density (total = density bonus units per acre X gross acreage) of 8.28 units/ac, pursuant to LDC § 2.06.00 The Commission further agrees that the Developer may construct thereon, in the aggregate a maximum number of 262 units on the Property provided the Developer is able to secure building permit(s) from Collier County.

4. Commission Agreement. During the term of this Agreement, the Commission acting through the Financial Administration and Housing Department or its successor(s) covenants and agrees to prepare and make available to the Developer any general information that it possesses regarding income limitations and restrictions which are applicable to the affordable, workforce, or gap Unit.

5. Violations and Enforcement

a. Violations. It shall be a violation of this Agreement and LDC § 2.06.00 to sell or occupy, or attempt to sell or occupy, an affordable-workforce housing unit provided under the affordable-workforce housing density bonus program except as specifically permitted by the terms of this Agreement; or to knowingly give false or misleading information with respect to any information required or requested by the Housing and Human Services Department or by any other persons pursuant to the

authority which is delegated to them by LDC § 2.06.00. Collier County or its designee shall have full power to enforce the terms of this Agreement. The method of enforcement for a breach or violation of this Agreement shall be at the option of the Commission by criminal enforcement pursuant to the provisions of Section 125.69, Florida Statutes, or by civil enforcement as allowed by law.

b. Notice of Violation for Code Enforcement Board Proceedings.

Whenever it is determined that there is a violation of this Agreement or of LDC § 2.06.00, that should be enforced before the Code Enforcement Board, then a Notice of Violation shall be issued and sent by the appropriate department by certified return-receipt requested U.S. Mail, or hand-delivery to the person or developer in violation. The Notice of Violation shall comply with the requirements for such Notices.

c. Certificate of Occupancy. In the event that the Developer fails to maintain the affordable-workforce units in accordance with this Agreement or LDC § 2.06.00, as amended, at the option of the Commission, building permits or certificates of occupancy, as applicable, may be withheld for any future planned or otherwise approved unit located or to be located upon the Property until the entire project is in full compliance with this Agreement and with LDC § 2.06.00, as amended.

6. Assignment by Commission. The Commission may assign all or part of its obligations under this Agreement to any other public agency having jurisdiction over the Property provided that it gives the Developer thirty (30) days advance written notice thereof. The Developer may not assign, delegate or otherwise transfer all or part of its duties, obligations, or promises under this Agreement to any successor in interest to the Property without the express written consent of the Commission, which consent may be withheld for any reason whatsoever. Any attempt to assign the duties, obligations, or promises under this Agreement to any successor in interest to the Property without the express written consent of the Commission as required by this Section shall be void *ab initio*.

7. Severability. If any section, phrase, sentence or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and all other provisions shall remain effective and binding on the Parties.

8. Notice. Any notices desired or required to be given under this Agreement shall be in writing and shall either be personally delivered or shall be sent by mail, postage prepaid, to the Parties at the following addresses:

To the Commission: Collier County Housing and Human Services  
Department  
3050 North Horseshoe Drive Suite 110  
Naples, Florida 34104

To the Developer: Florida Non-Profit Services, Inc  
900 Broad Avenue, Suite #2-c  
Naples, FL 34102  
Empowerment Alliance of Southwest Florida  
Community Development Corporation  
750 S. Fifth Street  
Immokalee, FL 34142

Any Party may change the address to which notices are to be sent by notifying the other Party of such new address in the manner set forth above.

9. Authority to Monitor. The Parties hereto acknowledge that the Collier County Financial Administration and Housing Department or its designee, shall have the authority to monitor and enforce the Developer's obligations hereunder.

10. Indemnify. The Developer hereby agrees to protect, defend, indemnify and hold Collier County and its officers, employees, and agents harmless from and against any and all claims, penalties, damages, losses and expenses, professional fees, including, without limitation, reasonable attorney's fees and all costs of litigation and judgments arising out of any claim, willful misconduct or negligent act, error or



omission, or liability of any kind made by Developer, its agents or employees, arising out of or incidental to the performance of this Agreement.

11. Covenants. The Developer agrees that all of its obligations hereunder shall constitute covenants, restrictions, and conditions which shall run with the land and shall be binding upon the Property and against every person then having any ownership interest at any time and from time to time until this Agreement is terminated in accordance with Section 14 below. However, the Parties agree that if Developer transfers or conveys the Property to another person or entity, Developer shall have no further obligation hereunder and any person seeking to enforce the terms hereof shall look solely to Developer's successor in interest for the performance of said obligations.

12. Recording. This Agreement shall be recorded at County's expense in the official records of Collier County, Florida.

13. Entire Agreement. The Parties hereto agree that this Agreement constitutes the entire Agreement between the Parties hereto and shall inure to and be binding upon their respective heirs, successors, and assigns.

14. Termination. Each affordable, workforce, or gap housing unit shall be restricted to remain and be maintained as the required affordable, workforce, and gap housing as provided in the LDC §2.06.04.

15. Modification. This Agreement shall be modified or amended only by the written agreement of both Parties.

16. Discrimination.

a. The Developer agrees that neither it nor its agents shall discriminate against any owner or potential owner because of said owners race, color, religion, sex, national origin, familial status, or handicap.

b. When the Developer advertises, sells or maintains the affordable-workforce housing unit, it must advertise sell, and maintain the same in a non-discriminatory manner and shall make available any relevant information to any person

who is interested in purchasing such affordable-workforce housing unit.

c. The Developer agrees to be responsible for payment of any real estate commissions and fees for which it is liable in the purchase and sale of affordable-workforce units.

e. The affordable-workforce housing units shall be intermixed with, and not segregated from, the market rate dwelling units in the development.

f. The square footage, construction and design of the affordable, workforce, and gap housing units shall be the same as market rate dwelling units in the development. All physical amenities in the dwelling units, as described in item number seven (7) of the Developer Application for affordable-workforce housing Density Bonus shall be the same for market rate units and affordable-workforce units. For developments where construction takes place in more than one phase, all physical amenities as described in item number seven (7) of the Developer Application for Affordable-Workforce Housing Density Bonus shall be the same in both the market rate units and the affordable-workforce units in each phase. Units in a subsequent phase may contain different amenities than units in a previous phase so long as the amenities for market rate units and affordable, workforce, and gap units are the same within each phase and provided that in no event may a market rate unit or affordable-workforce unit in any phase contain physical amenities less than those described in the Developer Application.

17. Phasing. The percentage of affordable-workforce housing units to which the Developer has committed for the total development shall be maintained in each phase and shall be constructed as part of each phase of the development on the Property. Developer commits to 90 percent affordable-workforce-gap housing units for this project, with 90 percent of the units in each phase consisting of affordable-workforce units.

18. Disclosure. The developer shall not disclose to persons, other than the

potential buyer or lender of the particular affordable-workforce housing unit or units, which units in the development are designated as affordable-workforce housing units.

19. Consistency. This Agreement and authorized development shall be consistent with the Growth Management Plan and land development regulations of Collier County that are in effect at the time of development. Subsequently adopted laws and policies shall apply to this Agreement and to the development to the extent that they are not in conflict with the number, type of affordable-workforce housing units and the amount of affordable-workforce housing density bonus approved for the development.

20. Affordable-Workforce Housing Density Bonus Development Agreement. This Agreement is a distinct and separate agreement from "development agreements" as defined by Section 163.3220, Fla. Stat., as amended.

21. Pre-application. Developer has executed and submitted to the Development Services Department the Developer Application for Affordable-Workforce Housing Density Bonus, a copy of which is attached to this Agreement as Appendix C and incorporated by reference herein.

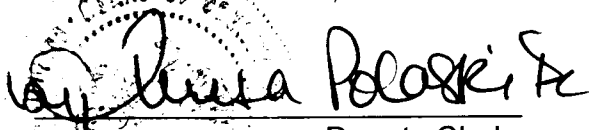
22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

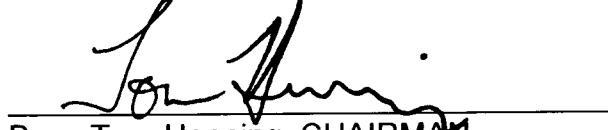
23. Further Assurances. The Parties hereto shall execute and deliver, in recordable form if necessary, any and all documents, certificates, instruments, and agreements which may be reasonably required in order to effectuate the intent of the Agreement. Such documents shall include but not be limited to any document requested by the Developer to exhibit that this Agreement has terminated in accordance with the provisions of paragraph 14 above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:  
DWIGHT E. BROCK, Clerk

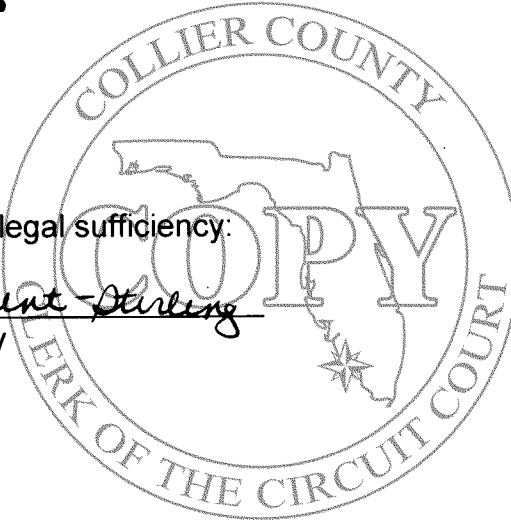
BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

  
Deputy Clerk  
Attest as to Chairman's  
signature only

  
By: Tom Henning, CHAIRMAN

Approved as to form and legal sufficiency:

  
Assistant County Attorney




FLORIDA NON-PROFIT SERVICES, INC.:

Witnesses:



Witness  
Printed Name Paula Cardenas

Witness  
Printed Name \_\_\_\_\_

By:   
A. L. PARKER

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

STATE OF FLORIDA     )  
COUNTY OF COLLIER    )

The foregoing Agreement Authorizing Affordable, Workforce, and Gap Housing Density Bonus And Imposing Covenants And Restrictions On Real Property was acknowledged before me by Aion S Parker as Vice-Chairman who is personally known to me or has produced [REDACTED] as identification.

WITNESS my hand and official seal this 30 day of April, 2008.



Perla Cardenas  
Notary Public

My Commission Expires

EMPOWERMENT ALLIANCE OF SOUTHWEST FLORIDA COMMUNITY  
DEVELOPMENT CORPORATION:

Witnesses:

DONALD K BLALOCK

Witness

Printed Name [Signature]

By: [Signature]

Witness

Printed Name \_\_\_\_\_

By: Edward R Olesky

STATE OF FLORIDA     )  
COUNTY OF COLLIER    )

The foregoing Agreement Authorizing Affordable, Workforce, and Gap Housing Density Bonus And Imposing Covenants And Restrictions On Real Property was acknowledged

before me by Edward Odeas \_\_\_\_\_ who is personally known  
to me or has produced personally \_\_\_\_\_ as identification.

WITNESS my hand and official seal this 5 day of may \_\_\_\_\_,

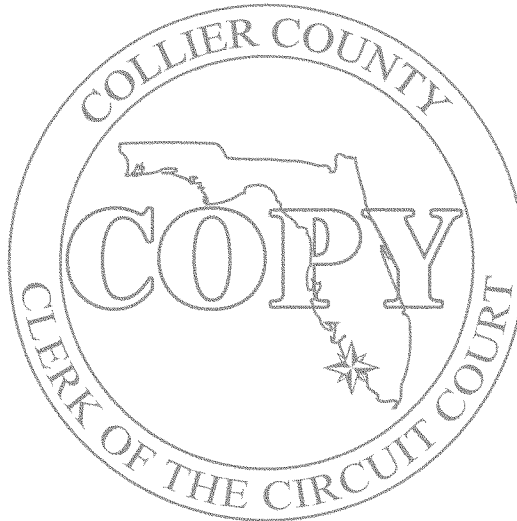
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**NOTARY PUBLIC-STATE OF FLORIDA**  
**Ethel Sharon Rodgers**  
Commission # DD528360  
Expires: MAR. 14, 2010  
Bonded Thru Atlantic Bonding Co., Inc.

Ethel Sharon Rodgers  
Notary Public

My Commission Expires:

March 14, 2010



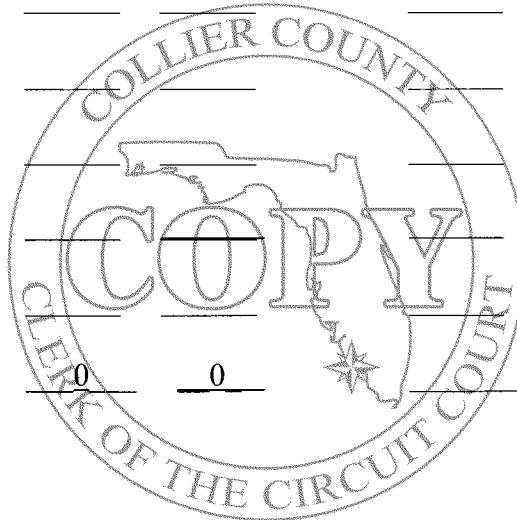
**EXHIBIT A**

LEGAL DESCRIPTION

APPENDIX A, EXHIBIT A

**NUMBER OF AFFORDABLE-WORKFORCE  
HOUSING UNITS/MONTHLY BASE RENTS**

	NUMBER OF UNITS		BASE RENT	
	Single Family	Multi Family	Single Family	Multi Family
<b>GAP INCOME (81-150% MI)</b>				
Efficiency	_____	_____	_____	_____
1 Bedroom	_____	_____	_____	_____
2 Bedroom	_____	_____	_____	_____
3 Bedroom	_____	_____	_____	_____
4 Bedroom	_____	_____	_____	_____
<b>TOTAL</b>	<u>0</u>	<u>0</u>	_____	_____
<b>WORKFORCE INCOME (61-80% MI)</b>				
Efficiency	_____	_____	_____	_____
1 Bedroom	_____	_____	_____	_____
2 Bedroom	_____	<u>15</u>	_____	_____
3 Bedroom	<u>15</u>	<u>15</u>	_____	_____
4 Bedroom	<u>15</u>	_____	_____	_____
<b>TOTAL</b>	<u>30</u>	<u>30</u>	_____	_____

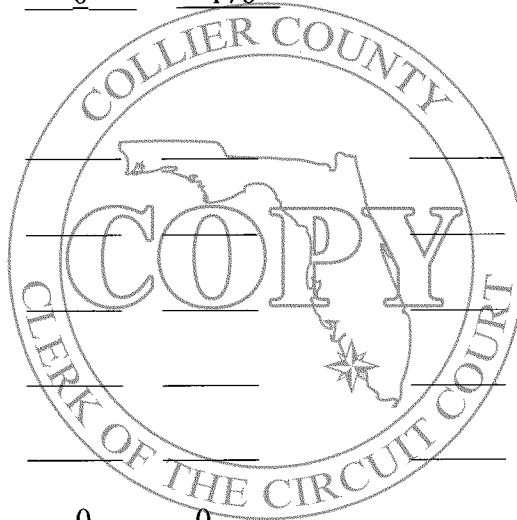


**LOW INCOME  
(51%-60% MI)**

Efficiency	_____	_____	_____	_____
1 Bedroom	_____	_____	_____	_____
2 Bedroom	_____	<u>103</u>	_____	_____
3 Bedroom	_____	<u>73</u>	_____	_____
4 Bedroom	_____	_____	_____	_____
<b>TOTAL</b>	<u>0</u>	<u>176</u>		

**VERY LOW INCOME  
(50% OR LESS MI)**

Efficiency	_____	_____	_____	_____
1 Bedroom	_____	_____	_____	_____
2 Bedroom	_____	_____	_____	_____
3 Bedroom	_____	_____	_____	_____
4 Bedroom	_____	_____	_____	_____
<b>TOTAL</b>	<u>0</u>	<u>0</u>		



- (1) Base residential density allowed in this development: 4 units/acre
- (2) Gross acreage: 31.63± acres
- (3) Maximum number of affordable-workforce-gap housing density bonus units allowed in this development pursuant to LDC Section 2.06.00: 8 units
- (4) Gross residential density of this development (including affordable-workforce-gap housing density bonus units): 8.28 units/acre
- (5) Percentage of affordable-workforce housing units pledged by the developer (as a percent of the total number units in the development): 90%



**APPENDIX A, EXHIBIT B****AFFORDABLE-WORKFORCE HOUSING  
DENSITY BONUS RATING SYSTEM**

LDC § 2.06.03, provides for calculation of a density bonus for developers pledging to construct affordable-workforce-gap units within their development. Included in this Exhibit B are instructions for and the tables with which to calculate the density bonus for a particular project. Exhibit C contains the current median income and acceptable rents for very low, low, workforce, and gap income households in Collier County.

The affordable-workforce housing density bonus rating system shall be used to determine the amount of the affordable-workforce housing density bonuses which may be granted for a development based on household income level and percentage of affordable, workforce, and gap housing units in the development. To use the affordable-workforce housing density bonus rating system, Table A, below, shall be used. Table A shall be reviewed and updated if necessary on an annual basis by the Board of County Commissioners or its designee.

First, choose the household income level (very low, low, workforce, or gap) of the affordable-workforce housing unit(s) proposed in the development, as shown in Table A. Next, determine the percent of that type of affordable-workforce housing unit(s) proposed in the development compared to the total number of dwelling units in the development. From this determination, Table A will indicate the maximum number of residential dwelling units per gross acre that may be added to the base density.

These additional residential dwelling units per gross acre are the maximum affordable-workforce housing density bonus (AWHDB) available to that development. Developments with percentages of affordable-workforce housing units which fall in between the percentages shown on Table A shall receive an affordable-workforce housing density bonus equal the lower of the two percentages it lies between plus 1/10th of a residential dwelling unit per gross acre for each additional percentage of affordable-workforce housing rental units in the development. For example, a development which has 24% of its total residential dwelling units as affordable-workforce housing units, and which has an affordable housing density bonus rating of "four" will receive an affordable-workforce housing density bonus (AWHDB) of 4.4 residential dwelling units per gross acre for the development.

In no event shall the affordable-workforce housing density bonus exceed eight (8) dwelling units per gross acre.

**APPENDIX A, EXHIBIT B****AFFORDABLE-WORKFORCE HOUSING  
DENSITY BONUS RATING SYSTEM**

Please calculate your density bonus in the space provided below. Attach additional pages if necessary.

**TABLE A: AFFORDABLE-WORKFORCE  
HOUSING DENSITY BONUS RATING**

<b>MAXIMUM ALLOWABLE DENSITY BONUS BY PERCENT OF DEVELOPMENT DESIGNATED AS AFFORDABLE-WORKFORCE HOUSING</b>											
Product	Household Income (% median)	10%	20%	30%	40%	50%	60%	70%	80%	90%	100%
Gap	81-150% MI* ** (Gap)	1	2	3	4	5	6	6	6	6	n/a
Workforce	61-80% MI*	2	3	5	8	8	8	8	8	8	8
Low	51-60% MI	3	4	6	8	8	8	8	8	8	8
Very Low	50% or less MI	4	5	7	8	8	8	8	8	8	8

\*Owner-occupied only

\*\*May only be used in conjunction with at least 10% at or below 80% MI

Total Maximum Allowable Density = Base Density + Affordable-Workforce Housing Density Bonus.

In no event shall the maximum gross density allowed exceed 16 units per acre.

**Base Density = 4 units per acre**

**23% Workforce = + 3 units per acre**

**67% Low = + 8 units per acre**

**Total Bonus Density = + 8 units per acre (maximum permitted)**

**Total Allowable Density = 12 units per acre**

**APPENDIX A, EXHIBIT C****INCOME AND RENT LEVELS FOR THE LOW AND MODERATE INCOME.**

Pursuant Chapter 74, Section 74-402 (a)(1); Collier County Code of Laws and Ordinances, moderate income is 61% to 80% of the median income, low income is 51% to 60% of the median income and very low income is less than 50% of the median income.

**\$63,300**

**MEDIAN INCOME 2007**  
**Naples, MSA (Collier County)**

**NUMBER OF MEMBERS IN FAMILY**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
150%	73,350	83,700	94,200	104,700	113,100	121,500	129,900	138,150
80%	39,100	44,650	50,250	55,850	60,300	64,750	69,250	73,700
60%	29,340	33,480	37,680	41,880	45,240	48,600	51,960	55,260
50%	24,450	27,900	31,400	34,900	37,700	40,500	43,300	46,050
35%	17,115	19,530	21,980	24,430	26,390	28,350	30,310	32,235
25%	12,225	13,950	15,700	17,450	18,850	20,250	21,650	23,025

**RECOMMENDED RENTAL RATES**

The Florida Housing Finance Corporation (FHFC) calculates rents to use in the State Apartment Incentive Loan (SAIL) and the Low-Income Rental Housing Tax Credit (LIHTC) programs. The rents given below are based on 2001 data from FHFC. Utility costs are provided from the County's Section 8 Rental Assistance Program which is administered by the Collier County Housing Authority.

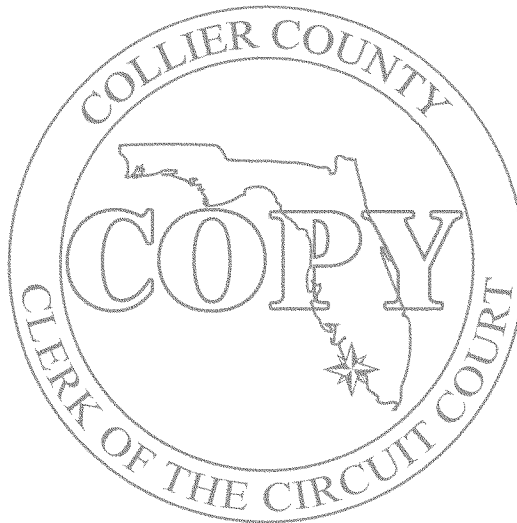
**HOUSING COSTS BASED ON 30% FAMILY INCOME**

	<b>ONE BEDROOM UNIT</b>	<b>TWO BEDROOM UNIT</b>	<b>THREE BEDROOM UNIT</b>	<b>FOUR BEDROOM UNIT</b>
150%	\$1,961	\$2,355	\$2,720	\$3,034
80%	\$1,046	\$1,256	\$1,451	\$1,618
60%	\$785	\$942	\$1,089	\$1,215
50%	\$654	\$785	\$907	\$1,012
35%	\$458	\$549	\$635	\$708
25%	\$327	\$392	\$453	\$506

## UTILITY ALLOWANCES

LOCATION	ONE B/R UNIT	TWO B/R UNIT	THREE B/R UNIT	FOUR B/R UNIT
Naples and Coastal Collier County	71.00	91.00	128.00	156.00
Immokalee and East of Everglades Blvd.	67.00	106.00	148.00	173.00
Golden Gate	96.00	144.00	186.00	211.00

**YOU MUST DEDUCT UTILITIES TO CALCULATE NET RENTS.**



**APPENDIX B, EXHIBIT A****PRELIMINARY APPLICATION FOR AFFORDABLE-WORKFORCE HOUSING UNIT**

Date Occupancy Desired: \_\_\_\_\_ Date of Application: \_\_\_\_\_ Amt. Of Sec. Deposit: \_\_\_\_\_

Your Name: \_\_\_\_\_ Race/National Origin: Handicap: Yes \_\_\_ No \_\_\_

Co-Tenant Name \_\_\_\_\_ Race/National Origin: Handicap: Yes \_\_\_ No \_\_\_

Present Address: \_\_\_\_\_  
Street City State Zip Telephone No.

Name of Landlord \_\_\_\_\_ How Long at this Address: \_\_\_\_\_

Landlord's Address: \_\_\_\_\_  
Street City State Zip Telephone No.

If you have resided at your present address less than 3 years, please state previous address:

Street City State Zip Telephone No.

Name of Previous Landlord \_\_\_\_\_

Street City State Zip Telephone No.

**APPLICANT:**

Present Employers Name \_\_\_\_\_

Address and Telephone No. \_\_\_\_\_

How long with Present Employer: \_\_\_\_\_ Job Title \_\_\_\_\_

Gross Salary: Hourly \$ \_\_\_\_\_ Weekly \$ \_\_\_\_\_ Every 2 Weeks \$ \_\_\_\_\_ Monthly \$ \_\_\_\_\_

Social Security Number \_\_\_\_\_ Birth Date \_\_\_\_\_

Previous Employers Name \_\_\_\_\_

Address and Telephone No. \_\_\_\_\_

How long with Previous Employer \_\_\_\_\_ Job Title \_\_\_\_\_

**CO-TENANT:**

Present Employers Name \_\_\_\_\_

Address and Telephone No. \_\_\_\_\_

How long with Present Employer: \_\_\_\_\_ Job Title \_\_\_\_\_

Gross Salary: Hourly \$ \_\_\_\_\_ Weekly \$ \_\_\_\_\_ Every 2 Weeks \$ \_\_\_\_\_ Monthly \$ \_\_\_\_\_

Social Security Number \_\_\_\_\_ Birth Date \_\_\_\_\_

Previous Employers Name \_\_\_\_\_

Address and Telephone No. \_\_\_\_\_

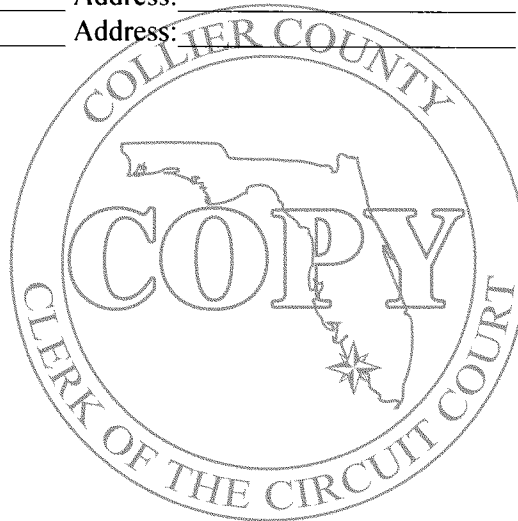
How long with Previous Employer \_\_\_\_\_ Job Title \_\_\_\_\_

**NAMES OF ALL WHO WILL OCCUPY APARTMENT    BIRTH DATE    SEX    AGE    SOCIAL SECURITY**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**PERSONAL REFERENCES (Not Relatives)**

1. Name: \_\_\_\_\_ Address: \_\_\_\_\_ How Long Known: \_\_\_\_\_
2. Name: \_\_\_\_\_ Address: \_\_\_\_\_ How Long Known: \_\_\_\_\_



**APPENDIX B, EXHIBIT B****AFFORDABLE-WORKFORCE HOUSING APPLICANT INCOME VERIFICATION**

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

Applicant's Name: \_\_\_\_\_ Social Security Number \_\_\_\_\_

Co-Tenant's Name: : \_\_\_\_\_ Social Security Number \_\_\_\_\_

Present Address: \_\_\_\_\_  
Street City State Zip Telephone No.

I hereby make application for a single family unit at \_\_\_\_\_.

I hereby declare and reveal all of my sources of income.

I am aware that to leave out, omit or fail to report my assets or forms of income from pensions, stocks, bonds, real property rent, sale or ownership is a fraudulent act punishable by law. Knowingly falsifying information on this form is cause for refusal of occupancy.

I hereby certify that this will be my permanent residence and that I have no other assisted housing.

I understand that this information is for the purpose of computing my annual income to determine my qualification to buy an affordable, workforce, or gap housing unit. I understand that I am not required to surrender my ownership or rights or claimed property, pensions or capital gains, etc.

	<b><u>Applicant</u></b>		<b><u>Co-Occupant</u></b>	
	Amount Received	Frequency of Pay	Amount Received	Frequency of Pay
Wages/Salary	\$ _____	_____	\$ _____	_____
Bonuses	\$ _____	_____	\$ _____	_____
Tips	\$ _____	_____	\$ _____	_____
Commissions	\$ _____	_____	\$ _____	_____
Interest Income	\$ _____	_____	\$ _____	_____
Trust Fund Income	\$ _____	_____	\$ _____	_____
Unemployment	\$ _____	_____	\$ _____	_____
Workman's Compensation	\$ _____	_____	\$ _____	_____
Welfare	\$ _____	_____	\$ _____	_____
Food Stamps	\$ _____	_____	\$ _____	_____
Social Security	\$ _____	_____	\$ _____	_____
Social Security Disability	\$ _____	_____	\$ _____	_____
Supplemental SSI	\$ _____	_____	\$ _____	_____
Family Assistance	\$ _____	_____	\$ _____	_____
Child Support	\$ _____	_____	\$ _____	_____
Veterans Benefits	\$ _____	_____	\$ _____	_____
Widows Benefits	\$ _____	_____	\$ _____	_____

Union Pension	\$ _____	\$ _____
Self-Employment Business, Silent Partner, etc.	\$ _____	\$ _____
Private Insurance Pension	\$ _____	\$ _____
<b>TOTAL ANNUAL INCOME</b>	\$ _____	\$ _____

THE VERIFICATION HERE REQUESTED MAY TAKE THE FORM OF THE MOST RECENT YEAR'S INCOME TAX RETURN FOR EACH OCCUPANT WHO HAS FILED AND WILL OCCUPY THE AFFORDABLE, WORKFORCE, OR GAP HOUSING UNIT.

THE SAME MUST BE EXECUTED FOR EACH OCCUPANT OF THE HOUSEHOLD WHO CONTRIBUTED TO THE ANNUAL HOUSEHOLD INCOME. FAILURE TO REPORT ALL SOURCES OF HOUSEHOLD INCOME WILL RESULT IN DISQUALIFICATION FOR TENANCY IN AFFORDABLE, WORKFORCE, OR GAP HOUSING UNIT.







## EMPLOYER CERTIFICATION

Applicant's Gross Annual Income or Rate of Pay: \$ \_\_\_\_\_

Number of Hours Worked (Weekly): \_\_\_\_\_. Frequency of Pay: \_\_\_\_\_.

Amount of Bonuses, Tips, or other Compensation Received: \$ \_\_\_\_\_ \$ \_\_\_\_\_  
Monthly Annually

Supervisor

[illegible]

The foregoing was acknowledged before me by \_\_\_\_\_.  
Who is personally known to me or has produced \_\_\_\_\_ as  
identification.

Witness my hand and official seal this 10 day of June, 2019.

(notary seal)

Notary Public

**My Commission Expires:**

THE CERTIFICATION HERE REQUESTED MAY TAKE THE FORM OF THE MOST RECENT YEAR'S INCOME TAX RETURN FOR EACH OCCUPANT WHO HAS FILED AND WILL OCCUPY THE AFFORDABLE-WORKFORCE-GAP HOUSING UNIT.

**APPENDIX C****DEVELOPER APPLICATION FOR AFFORDABLE-WORKFORCE****HOUSING DENSITY BONUS**

Pursuant to LDC § 2.06.01 please complete this form and submit it with any accompanying documentation to the Community Development & Environmental Services Division, 2800 North Horseshoe Drive, Naples, Florida 34104. A copy must also be provided to the Collier County Housing and Human Services Department.

All items requested must be provided.

1. Please state what zoning districts are proposed by the applicant, if any, on the property and the acreage of each; Residential Planned Unit Development; 31.63± acres.

2. Has an application for rezoning been requested in conjunction with the affordable, workforce and gap housing Density bonus?

X Yes

No

If yes, state date of application \_\_\_\_\_ and if the request has been approved, state the Ordinance number N/A.

3. Gross density of the proposed development. 8.28 units per acre

Gross acreage of the proposed development. 31.63± acres

4. Are affordable-workforce-gap housing density bonus units sought in conjunction with an application for a planned unit development (PUD)? X Yes        No.

If yes, please state name and location of the PUD and any other identifying information.

Esperanza Place RPUD; 2702 and 2210 Immokalee Drive

5. Name of applicant Florida Non-Profit Services, Inc. and Empowerment Alliance of Southwest Florida Community Development Corporation

Name of land developer if not the same as Applicant: \_\_\_\_\_

6. Please complete the following tables as they apply to the proposed development.

**TABLE I** Total Number of Units in Development

Type of Unit	<u>Rental</u>	<u>Owner Occupied</u>
Efficiency	_____	_____
One Bedroom	_____	_____
Two Bedroom	<u>103</u>	_____
Three Bedroom	<u>73</u>	<u>30</u>
Other Bedroom	_____	<u>56</u>
<b>TOTAL</b>	<u>176</u>	<u>86</u>

**TABLE II** Number of Affordable-Workforce Housing Units

	Total Number of Affordable-Work- force Units in Development		Proposed Use for Density Bonus Units	
	<u>Rental</u>	<u>Owner Occupied</u>	<u>Rental</u>	<u>Owner Occupied</u>
<b>GAP INCOME 81-150% MI</b>				
Efficiency	_____	_____	_____	_____
1 Bedroom	_____	_____	_____	_____
2 Bedroom	_____	_____	_____	_____
3 Bedroom	_____	_____	_____	_____
Other	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

**TOTAL**      0      In accordance with LDC Section 2.06.03.D. – All owner occupied

**WORKFORCE INCOME  
61-80% MI**

Efficiency	_____	_____	_____	_____
1 Bedroom	_____	_____	_____	_____
2 Bedroom	_____	_____	_____	_____
3 Bedroom	_____	<u>30</u>	_____	<u>30</u>
Other	_____	<u>30</u>	_____	<u>30</u>

**TOTAL**      60      In accordance with LDC Section 2.06.03.D. – All owner occupied

**LOW INCOME  
51-60% MI**

Efficiency	_____	_____	_____	_____
1 Bedroom	_____	_____	_____	_____
2 Bedroom	<u>103</u>	_____	<u>103</u>	_____
3 Bedroom	<u>73</u>	_____	<u>73</u>	_____
Other	_____	_____	_____	_____
<b>TOTAL</b>	<u>176</u>	<u>0</u>	<u>176</u>	<u>0</u>

**VERY LOW INCOME  
50% OR LESS MI**

Efficiency	_____	_____	_____	_____
1 Bedroom	_____	_____	_____	_____

2 Bedroom	_____	_____	_____	_____
3 Bedroom	_____	_____	_____	_____
Other	_____	_____	_____	_____
<b>TOTAL</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

7. Please provide a physical description of the affordable-workforce units by type of unit (very low income, low income, workforce income, gap income) and by number of bedrooms. Include in your description, for example, the square footage of each type of unit, floor coverings used throughout the unit (carpeting, tile, vinyl flooring); window treatments; appliances provided such as washer/dryer, dishwasher, stove, refrigerator; bathroom amenities, such as ceiling exhaust fans; and any other amenities as applicable. Attach additional pages as Exhibit "D" if needed.

**The proposed dwelling units have not been designed at this time and therefore this information is not yet available.**

8. Please supply any other information which would reasonably be needed to address this request for an affordable, workforce, and gap housing density bonus for this development. Attach additional pages if needed.

**The co-applicants are partnering in their development efforts to ensure the highest level of efficiency during the entitlement phase for these organizations. If approved, this development will provide housing to aid in meeting the large demand for affordable housing in Collier County.**

OFFICE OF THE  
COUNTY ATTORNEY

08 MAY 19 PM 3:41  
2:45

**RESOLUTION**

At a meeting of the Florida Non-Profit Services, Inc. ("FNPS") Board of Directors held on April 21, 2008, where a quorum of the Board was present, the following resolution was adopted:

BE IT RESOLVED THAT:

- Alan L. Parker, as Vice Chairman, acting individually, is hereby authorized to sign that certain Agreement Authorizing Affordable-Workforce Housing Density Bonus and Imposing Covenants and Restrictions on Real Property with Collier County, Florida concerning the construction of farmworker housing to be built by FNPS on a sixteen (16) acre tract of land located at 2702 West Immokalee Drive, Immokalee, Florida, 34142.

Signed this 21<sup>st</sup> day of April 2008.

  
\_\_\_\_\_  
Carl J. Kuehner, Chairman

  
\_\_\_\_\_  
Harriet Lancaster, Secretary

