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**AMENDED AND RESTATED**  
**AGREEMENT AUTHORIZING AFFORDABLE HOUSING DENSITY**  
**BONUS AND IMPOSING COVENANTS AND RESTRICTIONS ON**  
**REAL PROPERTY**

THIS AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Florida Non-Profit Services, Inc. and Brookwood Residential, LLC (the "Developers") and the Collier County Board of County Commissioners (the "Commission"), collectively, the "Parties" and replaces the prior, original Agreement in its entirety."

**RECITALS:**

A. On November 12, 2017, Developer and Commission entered into Agreement Authorizing Affordable-Workforce Housing Density Bonus and Imposing Covenants and Restrictions on Real Property.

B. This Agreement is to amend and restate development commitments related to the Developer owned 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 159 residential units (the "Units") at a density of 5.03± units per gross acre on the Property. The gross acreage of Property is 31.63± acres. The number of affordable housing units



constructed by Developer shall be 46, representing 29 percent of the total number of residential Units approved in the development, or 70 percent of the approved bonus units.

C. 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.

D. The Commission is willing to grant a density bonus to the Developer authorizing the construction of 33 bonus Units on the Property, if the Developer agrees to construct affordable Units as specified in this Agreement.

NOW, THEREFORE, in consideration of the approval and grant of the density bonus of 1.03 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 to amend and restate the commitments 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 46 units, not to exceed 29 percent of the approved residential density as affordable housing units, which Units shall be leased in accordance with the terms and conditions of this Agreement and as specified by the attached Appendices A & B, Exhibits A, B, and C, and Appendix C, and attached hereto.

a. The following provisions shall be applicable to the affordable 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 Tenant. Family income eligibility is a three-step process: 1) submittal of an application by a prospective Tenant; 2) verification of family housing unit provided under the affordable housing density bonus program prior to being qualified at the appropriate level of income (very low, low, moderate, or gap income) in accordance with this Section; 3) certification of eligible Tenant by the Community and Human Services Division.

The Developer shall be responsible for qualifying Tenants by accepting applications, verifying income and obtaining income certification for all affordable units in the subject



development. All applications, forms and other documentation required by this Agreement shall be provided to Community and Human Services Division. Qualification by the Developer of any persons as an eligible Tenant 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.

(a) Application. A potential tenant shall apply to the developer, owner, manager, or agent to qualify as a very low, low, moderate, or gap income family for the purpose of occupying an affordable housing unit pursuant to the affordable housing density bonus program. The Preliminary Application for affordable 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 housing unit in the development shall be leased 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 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 housing Applicant Income Verification

form shall be provided to the Community and Human Services Division 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 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 housing unit by the occupant. Income certification shall assure that the potential occupant has an appropriate household income which qualifies the potential occupant as eligible to occupy an affordable housing unit under the affordable housing density bonus program. The Affordable Housing Applicant Income Certification form shall be provided by the Community and Human Services Division 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 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 Community and Human Services Division. Failure to complete and submit the monitoring report to the Community and Human Services Division 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 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 1.03 density bonus units per acre, for a total density (total = density bonus units per acre X gross acreage) of 5.03 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 159 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 Community and Human Services Division 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 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 housing unit provided under the affordable 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 Community and Human Services Division 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 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 Community and Human Services  
Division  
3339 East Tamiami Trail  
Building H, Room 211  
Naples, Florida 34112

To the Developer:            Florida Non-Profit Services, Inc  
PO Box 343529  
Florida City, FL 33034

Brookwood Residential, LLC  
P.O. Box 343529  
Florida City, FL 33034

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 or gap housing unit shall be restricted to remain and be maintained as the required affordable 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 tenant or potential tenant because of said tenants' race, color, religion, sex, national origin, familial status, or handicap.



b. When the Developer advertises, leases or maintains the affordable housing unit, it must advertise, lease, and maintain the same in a non-discriminatory manner and shall make available any relevant information to any person who is interested in leasing such affordable 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 lease of affordable-workforce units.

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

e. The square footage, construction and design of the affordable 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 Housing Density Bonus, Appendix C, shall be the same for market rate units and affordable 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 Housing Density Bonus, Appendix C, shall be the same in both the market rate units and the affordable 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 and gap units are the same within each phase and provided that in no event may a market rate unit or affordable unit in any phase contain physical amenities less than those described in the Developer Application.

17. Phasing. The percentage of affordable 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 the first phase of the development on the Property. Developer commits to 29 percent affordable housing units for this project.

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

potential leasee or lender of the particular affordable housing unit or units, which units in the development are designated as affordable 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 housing units and the amount of affordable housing density bonus approved for the development.

20. Affordable 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 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 Amended and Restated

Agreement to be executed as of the day and year first above written.

ATTEST:

\_\_\_\_\_, Clerk

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

\_\_\_\_\_  
, DEPUTY CLERK

By: ANDY SOLIS, CHAIRMAN

Approved as to form and legality:

\_\_\_\_\_  
Jennifer A. Belpedio, Assistant County Attorney

FLORIDA NON-PROFIT SERVICES, INC.

Witnesses:

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

By: \_\_\_\_\_  
Steve Kirk, President

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

STATE OF FLORIDA    )  
COUNTY OF COLLIER    )



The foregoing Agreement Authorizing Affordable Housing Density Bonus And Imposing Covenants And Restrictions On Real Property was acknowledged before me by \_\_\_\_\_ as \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

My Commission Expires:

BROOKWOOD RESIDENTIAL, LLC:

Witnesses:

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

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

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

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

STATE OF FLORIDA    )  
COUNTY OF COLLIER    )

The foregoing Agreement Authorizing Affordable Housing Density Bonus And Imposing Covenants And Restrictions On Real Property was acknowledged before me by \_\_\_\_\_ as \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Notary Public

My Commission Expires:

**EXHIBIT A**

**LEGAL DESCRIPTION**

**PARCEL 1**

**OR 4242 PG 2471**

**A PARCEL OF LAND LOCATED IN SECTION 32, TOWNSHIP 46 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**THE WEST 264.70 FEET OF THE EAST 1058.10 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 32, TOWNSHIP 46 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA, LESS THE SOUTH 30.00 FEET THEREOF FOR ROAD RIGHT-OF-WAY. CONTAINING 7.90 ACRES, PLUS OR MINUS.**

**TOGETHER WITH**

**PARCEL 2**

**OR 4242 PG 2470**

**A PARCEL OF LAND LOCATED IN SECTION 32, TOWNSHIP 46 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 46 SOUTH, RANGE 29 EAST, ALL LYING AND BEING IN COLLIER COUNTY, FLORIDA, LESS AND EXCEPT THE EAST 1,058.80 FEET THEREOF AND THE SOUTH 30.00 FEET FOR ROAD RIGHT OF WAY, CONTAINING 7.92 ACRES, MORE OR LESS.**

**TOGETHER WITH**

**PARCEL 3**

**OR 1596 PG 43**

**A PARCEL OF LAND LOCATED IN SECTION 32, TOWNSHIP 46 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**THE WEST 264.70 FEET OF THE EAST 794.10 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 32, TOWNSHIP 46 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA, LESS THE SOUTH 30.00 FEET THEREOF FOR ROAD RIGHT-OF-WAY. CONTAINING 7.90 ACRES, PLUS OR MINUS.**

**TOGETHER WITH**

**PARCEL 4**

OR 1007 PG 1558

THE WEST 264.70' OF THE EAST 529.40' OF THE SE 1/4 OF THE SW 1/4 OF SECTION 32, TOWNSHIP 46 SOUTH, RANGE 29 EAST ALL LYING AND BEING IN COLLIER COUNTY, FLORIDA, LESS THE SOUTH 30.00' FOR ROAD R/W, CONTAINING 7.90 ACRES, MORE OR LESS.

BEING MORE PARTICULARLY DESCRIBED AS:

A PARCEL OF LAND LOCATED IN SECTION 32, TOWNSHIP 46 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 46 SOUTH, RANGE 29 EAST THENCE RUN NORTH 89°15'36" EAST ALONG THE SOUTH LINE OF SAID SECTION 32, ALSO BEING THE CENTERLINE OF IMMOKALEE ROAD (60' RIGHT-OF-WAY), FOR A DISTANCE OF 1323.92 FEET; THENCE RUN NORTH 00°44'24" WEST FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THE SAME BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF IMMOKALEE DRIVE; THENCE RUN NORTH 00°51'21" WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 32, FOR A DISTANCE OF 1,299.83 FEET; THENCE RUN NORTH 89°16'27" EAST, FOR A DISTANCE OF 1,060.74 FEET; THENCE RUN SOUTH 00°47'35" EAST, FOR A DISTANCE OF 1299.57 FEET TO A POINT ON THE SAID NORTHERLY RIGHT-OF-WAY LINE OF IMMOKALEE DRIVE; THENCE RUN SOUTH 89°15'35" WEST ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1059.31 FEET TO THE POINT OF BEGINNING, CONTAINING 31.63 ACRES, MORE OR LESS



APPENDIX A, EXHIBIT A

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

	NUMBER OF UNITS		BASE RENT		(NET 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	_____	_____	_____	_____	
3 Bedroom	_____	_____	_____	_____	
4 Bedroom	_____	_____	_____	_____	
<b>TOTAL</b>	<u>0</u>	<u>0</u>	_____	_____	
<b>LOW INCOME (51%-60% MI)</b>					
Efficiency	_____	_____	_____	_____	
1 Bedroom	_____	<u>3</u>	_____	<u>\$534</u>	
2 Bedroom	_____	<u>15</u>	_____	<u>\$624</u>	
3 Bedroom	_____	<u>18</u>	_____	<u>\$684</u>	

4 Bedroom	_____	_____	_____	_____
<b>TOTAL</b>	<u>0</u>	<u>36</u>		

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

Efficiency	_____	_____	_____	_____
1 Bedroom	_____	<u>1</u>	_____	<u>\$434</u>
2 Bedroom	_____	<u>4</u>	_____	<u>\$524</u>
3 Bedroom	_____	<u>5</u>	_____	<u>\$584</u>
4 Bedroom	_____	_____	_____	_____
<b>TOTAL</b>	<u>0</u>	<u>10</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: 7 units
- (4) Gross residential density of this development (including affordable-workforce-gap housing density bonus units): 5.03 units/acre
- (5) Percentage of affordable-workforce housing units pledged by the developer (as a percent of the total number units in the development): 29%

## **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**

**2018 INCOME AND RENT LIMITS**  
**(income and rent limits are subject to yearly update if applicable)**

Effective: 4/1/2018

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household									
		1	2	3	4	5	6	7	8	9	10
Collier County (Naples-Marco Island MSA)	25%	13,125	15,000	16,875	18,750	20,250	21,750	23,250	24,750	26,250	27,750
	28%	14,700	16,800	18,900	21,000	22,680	24,360	26,040	27,720	29,400	31,080
	30%	15,750	18,000	20,250	22,500	24,300	26,100	27,900	29,700	31,500	33,300
	33%	17,325	19,800	22,275	24,750	26,730	28,710	30,690	32,670	34,650	36,630
	35%	18,375	21,000	23,625	26,250	28,350	30,450	32,550	34,650	36,750	38,850
	40%	21,000	24,000	27,000	30,000	32,400	34,800	37,200	39,600	42,000	44,400
	45%	23,625	27,000	30,375	33,750	36,450	39,150	41,850	44,550	47,250	49,950
	50%	26,250	30,000	33,750	37,500	40,500	43,500	46,500	49,500	52,500	55,500
	60%	31,500	36,000	40,500	45,000	48,600	52,200	55,800	59,400	63,000	66,600
	80%	42,000	48,000	54,000	60,000	64,800	69,600	74,400	79,200	84,000	88,800
	120%	63,000	72,000	81,000	90,000	97,200	104,400	111,600	118,800	126,000	133,200
	140%	73,500	84,000	94,500	105,000	113,400	121,800	130,200	138,600	147,000	155,400
	Median: 75,000										

Effective: 4/1/2018

County (Metro)	Percentage Category	Rent Limit by Number of Bedrooms in Unit					
		0	1	2	3	4	5
Collier County (Naples-Marco Island MSA)	25%	328	351	421	487	543	600
	28%	367	393	472	546	609	672
	30%	393	421	506	585	652	720
	33%	433	464	556	643	717	792
	35%	459	492	590	682	761	840
	40%	525	562	675	780	870	960
	45%	590	632	759	877	978	1,080
	50%	656	703	843	975	1,087	1,200
	60%	787	843	1,012	1,170	1,305	1,440
	80%	1,050	1,125	1,350	1,560	1,740	1,920
	120%	1,575	1,687	2,025	2,340	2,610	2,880
	140%	1,837	1,968	2,362	2,730	3,045	3,360
	Median: 75,000						

Utility costs are provided from the County's Section 8 Rental Assistance Program which is administered by the Collier County Housing Authority.

**ESTIMATED UTILITY ALLOWANCES**

<b>LOCATION</b>	<b>ONE B/R UNIT</b>	<b>TWO B/R UNIT</b>	<b>THREE B/R UNIT</b>	<b>FOUR B/R UNIT</b>
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	\$ _____	_____	\$ _____	_____

**TOTAL ANNUAL INCOME**

\$ \_\_\_\_\_

\$ \_\_\_\_\_

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.

**APPENDIX B, EXHIBIT C**

**AFFORDABLE-WORKFORCE HOUSING APPLICANT INCOME CERTIFICATION**

**APPLICANT:**

Present Employer: \_\_\_\_\_ Job Title: \_\_\_\_\_

Address: \_\_\_\_\_  
                                     Street                                    City                                    State                    Zip

I, \_\_\_\_\_, hereby authorize the release of information requested  
                                     (Applicant)  
 on this certification form.

\_\_\_\_\_  
 Signature of Applicant

STATE OF FLORIDA )  
                                                             ) ss  
 COUNTY OF COLLIER)

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (notary seal)

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

My Commission Expires:

**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

STATE OF FLORIDA )
) ss
COUNTY OF COLLIER)

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(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?

Yes       No

If yes, state date of application \_\_\_\_\_ and if the request has been approved, state the Ordinance number 2008-28.

3. Gross density of the proposed development. 5.03 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)?  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, Immokalee, FL

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	<u>3</u>	_____
Two Bedroom	<u>15</u>	_____
Three Bedroom	<u>18</u>	_____
Other Bedroom	<u>60*</u>	<u>63*</u>
<b>TOTAL</b>	<u>96</u>	<u>63</u>

\*Bedroom size not known until design and permitting

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

	Total Number of Affordable-Workforce 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	_____	_____	_____	_____
<b>TOTAL</b>	<u>0</u>			

**WORKFORCE INCOME**  
**61-80% MI**

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

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

Efficiency	_____	_____	_____	_____
1 Bedroom	<u>3</u>	_____	<u>3</u>	_____
2 Bedroom	<u>15</u>	_____	<u>15</u>	_____
3 Bedroom	<u>18</u>	_____	<u>18</u>	_____
Other	_____	_____	_____	_____
<b>TOTAL</b>	<u>36</u>	<u>0</u>	<u>36</u>	<u>0</u>

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

Efficiency	_____	_____	_____	_____
1 Bedroom	<u>1</u>	_____	<u>1</u>	_____
2 Bedroom	<u>4</u>	_____	<u>4</u>	_____
3 Bedroom	<u>5</u>	_____	<u>5</u>	_____
Other	_____	_____	_____	_____
<b>TOTAL</b>	<u>10</u>	<u>0</u>	<u>10</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.**