

- (h) The Eligible Basis and the Qualified Basis of the building at the end of the first year of the Credit Period; and
- (i) The character and use of the nonresidential portion of the building included in the building's eligible basis under Section 42(d) of the Code (e.g., tenant facilities that are available on a comparable basis to all tenants and for which no separate fee is charged for use of the facilities, or facilities reasonably required by the development).

11.4 REVIEW PROCESS.

For each year of the Affordability Period, NIFA will perform a compliance review on the development. Certifications and other information submitted to NIFA (as described above) shall be reviewed for compliance with the requirements of Section 42 of the Code.

11.5 ON-SITE INSPECTION AND TENANT FILE REVIEW.

The LURA provides that NIFA, or its designated agent, shall have the right to perform on-site inspections of each building in the development, inspect each Qualified Unit and review the tenant file for each ~~such~~ Qualified Unit.

NIFA, or its designated agent, will conduct an on-site inspection of each building in the development and inspect the number of the Qualified Units and review the tenant files for such Qualified Units as required by Section 42 of the Code. On-site inspections and tenant file reviews shall be conducted by the end of the second calendar year following the year in which the last building in the development was placed in service. Thereafter, NIFA, or its designated agent, will conduct on-site inspections of all buildings in the development and review the tenant files at least once every three years. NIFA shall notify each development owner in advance of any such on-site inspection and review. NIFA shall randomly select which Qualified Units and tenant records will be inspected and reviewed.

Any duly authorized representative of NIFA, the Department of the Treasury or the IRS may inspect the books and records of the development pertaining to the incomes of the Qualified Tenants residing in the development.

In conjunction with each on-site inspection, development owners must provide to NIFA, or its designated agent, any local health, safety or building code violations reports or notices received on the development. Based on the on-site inspection and NIFA's receipt and review of any local health, safety or building code violations reports or notices provided by the owner, NIFA shall determine whether each building in the development and its Qualified Units are suitable for occupancy.

11.6 NOTIFICATION TO OWNER.

In the event NIFA discovers a noncompliance issue with any of the provisions of the LURA or Section 42 of the Code, NIFA will immediately notify the development owner in writing. The development owner shall have 60 days from the issuance of such notice (the "Correction Period") to correct the noncompliance.

Noncompliance includes, but is not limited to, the following: (a) NIFA's failure to receive tenant income certifications, supporting documentation and rent records, (b) noncompliance with any provision of Section 42 of the Code and/or (c) any change in the applicable fraction or eligible basis of the development which would result in a decrease in the Qualified Basis of the development. NIFA shall be authorized and entitled, pursuant to the provisions of the LURA, to perform all acts necessary to comply with the monitoring and notification responsibilities set forth in Section 42(m)(i)(B)(iii) of the Code and any Treasury Regulations promulgated thereunder or other interpretations thereof by the IRS or the courts.

11.7 NOTICE TO INTERNAL REVENUE SERVICE.

Within 45 days after the expiration of the Correction Period, NIFA shall file with the IRS, a copy of Form 8823, setting forth the nature of the noncompliance and whether or not such noncompliance has been corrected.

11.8 LIABILITY AND DISCLOSURE OF INFORMATION.

Compliance with the requirements of Section 42 of the Code is the sole responsibility of the development owner. NIFA's obligations to monitor for compliance with the requirements of Section 42 of the Code does not, and will not, make NIFA liable for a development owner's noncompliance.

All Pre-Applications, LIHTC/AHTC Applications, and Private Activity Bond Cap Applications, materials, exhibits and correspondence submitted to NIFA are the property of NIFA. An agreement may be made between NIFA and any other appropriate federal regulatory agency to exchange such information.

Copies of Applications submitted pursuant to the ~~Qualified Allocation Plan~~ QAP (which includes applications for 9% LIHTCs, AHTCs, 4% LIHTCs, CRANE, and Private Activity Bond Cap) will be made available by NIFA to the public (other than during the active review process) upon written request. Additionally, NIFA will post the scores for Applications at www.nifa.org.

By submission of an Application pursuant to the QAP, applicant acknowledges and agrees to such publication of its Application and related information.

12. NIFA CONTACT INFORMATION.

Correspondence and inquiries should be directed to:

Nebraska Investment Finance Authority (NIFA)
1230 O Street, Suite 200
Lincoln, NE 68508-1402

Attention: LIHTC Program
Telephone: (402) 434-3900
(800) 204-NIFA
Internet: www.NIFA.org

APPENDIX A

As stated in Section 2 – Bond, 4% LIHTC and AHTC Fee Schedule, NIFA shall collect the fees described below for the Bond and 4% LIHTC Program. All fees are nonrefundable unless otherwise noted. A 4% LIHTC/Bond Application will not be accepted unless the application fee accompanies the LIHTC Application. NIFA reserves the right to revise the fee schedule with a 30-day notice. Note: Any revision will be pursuant to a 30-day notice posted on the NIFA website.

<u>Fee Type</u>	<u>Timeline</u>	<u>Description</u>
Bond Fees		
<u>Bond/4% LIHTC Pre-Application</u>	<u>Due at Submittal of Pre-Application and Optional Threshold</u>	<u>\$250</u>
<u>NIFA Issuance/Bond Application</u> <i>(Applicable only if NIFA is requested to consider issuing the bonds)</i>	<u>Due at submittal of Pre-Application</u>	<u>1/16 of 1% of the Bond amount, tax-exempt and taxable, (0.000625); with a minimum of \$1,000. This fee will be applied to the “Bond Issuance Fee” if the bond issue closes.</u>
<u>Private Activity Bond Cap Application</u>	<u>Due when NIFA has reviewed the LIHTC/AHTC application and notifies the owner/developer that they may submit a request for allocation of Private Activity Bond Cap</u>	<u>\$150</u>
<u>Reservation Deposit</u>	<u>Due when NIFA has reviewed the LIHTC/AHTC application and notifies the owner/developer that they may submit a request for allocation of Private Activity Bond Cap</u>	<u>Equal to the lesser of \$10,000 or 1% of the amount of the Private Activity Bond Cap allocation requested (with a minimum of \$1,000)</u> <u><i>Additional Information regarding this deposit can be found in the 2022/2023 Housing Credit Allocation Plan for 4% LIHTC and AHTC.</i></u>

The following Bond Fees are applicable only if NIFA is the Issuer of the Bonds.

<u>Bond Issuance</u>	<u>Due at Bond Closing</u>	<u>1/8 of 1% of the Bond amount (0.00125), less credit for the amount paid as the NIFA Issuance Bond Application fee (with a minimum of \$1,000)</u>
<u>Bond Annual Issuer Compliance</u>	<u>Due annually or upfront</u>	<u>1/8 of 1% (0.00125) of the original principal amount of the Bonds, payable until the expiration of the “qualified project period”</u>
<u>Bond Loan Document/Regulatory Agreement/Assumption/Transfer</u>	<u>Due at request</u>	<u>1/8 of 1% (0.00125) of the original principal amount of the Bonds (with a minimum of \$1,000. The development owner/developer is responsible for paying all other costs.</u>
<u>Bond Modification</u>	<u>Due at request</u>	<u>1/8 of 1% (0.00125) of the original principal amount of the Bonds (with a minimum of \$1,000</u>

<u>Fee Type</u>	<u>Timeline</u>	<u>Description</u>
<u>Bond Refunding</u>	<u>Due at request</u>	<u>1/8 of 1% (0.00125) of the original principal amount of the Bonds (aggregate of tax-exempt bonds and taxable; \$1,000 minimum)</u>
4% LIHTC and AHTC Application Fees		
<u>Threshold Review (Optional)</u>	<u>Due at submittal of Pre-Application</u>	<u>\$250</u>
<u>LIHTC Full</u>	<u>Due at submittal of Full Application</u>	<u>The greater of 1% of the annual LIHTC requested or \$500</u>
<u>AHTC Full</u>	<u>Due at submittal of Full Application</u>	<u>\$500</u>
42(m) Letter		
	<u>Due with submittal of the 42(m) Letter Documentation - Section 4</u>	<u>The greater of 2% of the annual LIHTC amount or \$500</u>
Cost Certification		
<u>LIHTC</u>	<u>Due within 90 days of PIS</u>	<u>2% of the annual amount of LIHTC allocated to the development- See Cost Certification Procedures Manual</u>
<u>AHTC</u>	<u>Due within 90 days of PIS</u>	<u>\$500</u>
Other Fees		
<u>Application/Documentation Change</u>	<u>Due upon submittal of request</u>	<u>\$100 an hour after the first hour of review, plus attorney fees</u>
<u>Additional Tax Credit Request</u>	<u>Due upon submittal of request</u>	<u>\$2,000</u>
<u>Extension</u>	<u>Paid concurrently with the extension request</u>	<u>\$500</u>
Late Fees		
<u>42(m) Letter</u>	<u>Assessed at 5:01pm on due date - Section 4</u>	<u>1% of the annual LIHTC amount; an additional .5% will be assessed each subsequent 30-day period</u>
<u>Cost Certification</u>	<u>Assessed at 5:01pm on due date - Section 7</u>	<u>1% of the annual LIHTC amount; an additional .5% will be assessed each subsequent 30-day period</u>

<u>Fee Type</u>	<u>Timeline</u>	<u>Description</u>
<u>Annual Compliance Fees</u>		
<u>LIHTC</u>	<u>Annually on January 31st or Upfront</u>	<p><u>Annual - 2% of annual LIHTC allocated or minimum of \$500 each year of the 15-year Compliance Period</u></p> <p><u>Upfront - 1.8% of the annual LIHTC allocated multiplied by the 15 years with a minimum fee of \$9,000 (Must be reflected within the LIHTC Application)</u></p> <p><u>Example: Annual LIHTC Amount X 1.8% X 15 years= Upfront fee for first 15 years</u></p>
<u>AHTC</u>	<u>Annually on January 31st or Upfront</u>	<u>\$250 each year for 6-year Credit Period (Can be paid up front without a discount)</u>
<u>Average Income</u>	<u>Cost Certification Submission</u>	<p><u>.5% of the annual LIHTC allocated for each year during the 15-year compliance period</u></p> <p><u>Example: Annual LIHTC Amount X .005 X 15 years= AI Election Fee</u></p>
<u>Extended Use Period</u>	<u>After Compliance Period</u>	<u>The LIHTC Annual Fee will be payable in the amount as set forth in the Post Year-15 Monitoring Procedures</u>
<u>Other Fees</u>		
<u>Late Payment Penalty</u>	<u>Accounts more than 30 days delinquent</u>	<u>5% of the Annual Fee; any fees not collected will be turned over to legal counsel for collection</u>
<u>Transfer/Assumption</u>	<u>Due upon submittal of request</u>	<u>\$1,500 plus attorney fees</u>
<u>Qualified Contract</u>	<u>Due upon submittal of Qualified Contract</u>	<u>\$5,000</u>

EXHIBIT APPENDIX BA

FAIR HOUSING ACT ACCESSIBILITY CERTIFICATION

The following is a certification regarding design and construction requirements of the Fair Housing Act (the “Act”). This certification represents many, but not all, of the requirements to the Act. This certification is not intended to be exhaustive; rather, it is a helpful guide in determining if the major requirements of the Act have been met in designing and constructing the development. **If a box below is not checked due to the applicability of an exception to the Act, the architect MUST include an explanation of the exception, including a citation to the relevant section of the Act.**

GENERAL REQUIREMENTS

- Development has buildings containing 4 or more units and was designed and constructed for first occupancy on or after March 13, 1991.
- If it is an elevator building, all units are “covered units.”
- All units in buildings with elevators have features required by the Act.
- If it is a non-elevator building, all ground-floor units are “covered units.”
- All ground-floor units in buildings without elevators have features required by the Act.

NOTE: There is a narrow exception which provides that a non-elevator building in a development need not meet all of the Act’s requirements if it is impractical to have an accessible entrance to the non-elevator building because of hilly terrain or other unusual characteristics of the site.

ACCESSIBLE BUILDING ENTRANCE ON AN ACCESSIBLE ROUTE

- The accessible route is a continuous, unobstructed path (no stairs) through the development that connects all buildings containing covered units and all other amenities.
- The accessible route also connects to parking lots, public streets, public sidewalks and public transportation stops.
- All slopes are no steeper than 8.33%.
- All slopes between 5% and 8.33% have handrails.
- Covered units have at least one entrance on an accessible route.

- There are sufficient curb cuts for a person using a wheelchair to reach every building in the development.

COMMON AND PUBLIC USE AREAS

- At least two percent of all parking spaces are designated as handicapped parking.
- At least one parking space at each common and public use amenity is designated as handicapped parking.
- All handicapped parking spaces are properly marked.
- All handicapped parking spaces are at least 96" wide with a 60" wide access aisle which can be shared between two spaces.
- The accessible aisle connects to a curb ramp and the accessible route.
- The rental or sales office is readily accessible and usable by persons with disabilities.
- All mailboxes, swimming pools, tennis courts, clubhouses, rest rooms, showers, laundry facilities, trash facilities, drinking fountains, public telephones and other common and public use amenities offered by the development are readily accessible and usable by persons with disabilities.

USABLE DOORS

- All doors into and through covered units and common use facilities provide a clear opening of at least 32" nominal width.
- All doors leading into common use facilities have lever door handles that do not require grasping and twisting.
- Thresholds at doors to common use facilities are no greater than 1/2".
- All primary entrance doors to covered units have lever door handles that do not require grasping and twisting.
- Thresholds at primary entrance doors to covered units are no greater than 3/4" and beveled.

ACCESSIBLE ROUTE INTO AND THROUGH THE COVERED UNIT

- All routes through the covered units are no less than 36" wide.

ACCESSIBLE ENVIRONMENTAL CONTROLS

- All light switches, electrical outlets, thermostats and other environmental controls must be no less than 15" and no greater than 48" from the floor.

REINFORCED BATHROOM WALLS FOR GRAB BARS

- Reinforcements are built into the bathroom walls surrounding toilets, showers and bathtubs for the later installation of grab bars.

USABLE KITCHENS AND BATHROOMS

- At least 30" x 48" of clear floor space at each kitchen fixture and appliance.
- At least 40" between opposing cabinets and appliances.
- At least a 60" diameter turning circle in U-shaped kitchens unless the cooktop or sink at end of U-shaped kitchen has removable cabinets beneath for knee space.
- In bathroom, at least 30" x 48" of clear floor space outside swing of bathroom door.
- Sufficient clear floor space in front of and around sink, toilet and bathtub for use by persons using wheelchairs.

Certification completed by the development architect:

Signature _____

Printed Name _____

Company Name _____

Title _____

Date _____

EXHIBIT APPENDIX CB

LIHTC Quarterly Progress Report

Date:

Quarter:

Development Owner:

NIFA #:

Development Name:

City:

Total Number of Buildings in Development:

Number of Buildings Placed-In-Service:

Estimated Completion Date for Entire Development:

Progress Update (please provide a brief explanation of the development's progress)

Title:

Submitted by:

