



# **CITY OF HOLLYWOOD, FLORIDA**

DEPARTMENT OF DEVELOPMENT SERVICES  
COMMUNITY DEVELOPMENT DIVISION

POLICIES GOVERNING  
PROGRAMS SUPPORTED BY  
THE INTERLOCAL AGREEMENT  
FOR  
AFFORDABLE HOUSING,  
WORK SKILLS DEVELOPMENT,  
AND  
INFRASTRUCTURE

## TABLE OF CONTENTS

Sections	Contents	Pg.
I.	Administrative Policies – Introduction and Overview	3
II.	Owner-Occupied Housing Rehabilitation	10
III.	Single Family Rental Rehabilitation	15
IV.	Multi-Family Rental Rehabilitation	21
V.	First-time Homebuyer Purchase Assistance Program	28
VI.	<u>Acquisition with Rehabilitation Single-Family Housing Program</u>	<u>33</u>
VII.	<u>Acquisition with Rehabilitation Multi-Unit</u>	<u>47</u>
VIII.	<u>Rent Assistance for Essential Employees</u>	<u>60</u>
IX.	<u>Relocation Assistance for Employees of Target Industry Businesses</u>	<u>64</u>
X	<u>Police Officer Next Door Rent Assistance Program</u>	<u>67</u>



## **ADMINISTRATIVE POLICIES – INTRODUCTION AND OVERVIEW**

### **Table of Contents:**

<b>Sections</b>	<b>Contents</b>	<b>Pg.</b>
I.	<b>Introduction</b>	<b>3</b>
II.	<b>Funding Authority and Commitment</b>	<b>4</b>
III.	<b>Program Policy Administration</b>	<b>5</b>
IV.	<b>Monitoring and Inspections</b>	<b>8</b>
V.	<b>Order of Assistance</b>	<b>8</b>
VI.	<b>Reporting</b>	<b>8</b>
VII.	<b>Right of Appeal</b>	<b>9</b>
VIII.	<b>Vendor Preference</b>	<b>9</b>

### **I. INTRODUCTION**

- A.** The purpose of this Policy is to provide direction and guidelines for administering programs operated with “County Contribution Funds” (CCF). These funds are received as a result of the Interlocal Agreement Among Broward County, the City of Hollywood, and the City of Hollywood Community Redevelopment Agency Regarding Funding for Affordable Housing (ILA). These programs are governed by the terms and conditions of the ILA. As these terms and conditions may be periodically modified, the Program Policies will be similarly amended.
- B.** Affordable Housing Programs eligible to receive funding are as follows:
- (1) Programs that are entirely located within one or more, Geographical Areas (calculated on a block group basis) within the City in which more than half (>50%) of the residents have an annual median income (AMI), adjusted for family size, that is eighty percent (80%) or less of the AMI for Broward County, Florida, as published by the Florida Housing Finance Corporation for the applicable year. Census block data shall be derived by the most recent available

decennial census. In addition, any census tract(s) where 16% or more of the population falls under the federal poverty rate shall be included. At this time these tracts are 912.01, 919.02, 904.01, 918.01, 905.04, 914.00, 917.02, 903.02, 904.03, 903.01, 911.00, 904.04, and 805.00 (hereinafter LMI Area); and

(2) Those programs that require funding to either assist qualifying individuals and/or capital infrastructure improvements as follows:

- a. Rehabilitating existing LMI Area residential property, subject to restrictive covenants requiring that the affordability of the residential units be maintained for a period of at least 10 years for owner-occupied housing and at least 15 years for rental housing, or such other duration as approved by the County Administrator or the Broward County Board of County Commissioners;
- b. Affordable/workforce LMI Area housing programs (including home repair and purchase assistance);
- c. First-time LMI Area homebuyer assistance programs, subject to restrictive covenants requiring that the affordability of the residential units be maintained for a period of at least 15 years;
- d. Actual expenses for planning, designing, or implementing horizontal infrastructure (i.e., drainage, wastewater, water supply, solid waste, lighting, paving, bridges, roadways, canals, or transportation in LMI Areas), provided that total expenditures for this category shall not exceed 15% of all County Contributions and all Affordable Housing Funding;
- e. Work skills programs that enable residents to apprentice on projects and gain new life skills;
- f. Other affordable housing programs approved in writing by the Broward County Administrator.

## **II. CCF FUNDING AUTHORITY AND COMMITMENT**

- A.** Funding is authorized by the Interlocal Agreement Among Broward County, the City of Hollywood, and the City of Hollywood Community Redevelopment Agency Regarding Funding for Affordable Housing approved by the Hollywood City Commission on October 3, 2018 pursuant to Resolution No. R-2018-324 and executed the same date
- B.** Funds may be committed for the provision of Purchase Assistance, Housing Rehabilitation, Work Skills Development, or Actual expenses for planning, designing, or implementing horizontal infrastructure (i.e., drainage, wastewater, water supply, solid waste, lighting, paving, bridges, roadways, canals, or transportation in LMI Areas).

- C. The City shall not commit CCF to a project until all necessary financing is secured, a budget and construction schedule established, underwriting and subsidy layering completed, and construction is scheduled to begin within a reasonable time period of the commitment.
- D. Signatories to written agreements shall date the document in order for it to constitute a valid commitment.

## **II. PROGRAM AND POLICY ADMINISTRATION**

### **A. PROGRAM AND POLICY ADMINISTRATION**

The administration of this Policy, and as amended from time to time, shall fall within the scope of the Community Development Division. Administration and oversight of the programs shall adhere to all applicable requirements of the ILA. As part of the Division's administrative oversight, all vendors and approved partnerships shall be subject to inquiry by the General Services Administration (GSA) system for the purpose of disseminating information on parties that are excluded from receiving federal contracts, certain subcontracts, and certain federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, 48 CFR Section 9.404, as amended from time to time, and each agency's codification of the Common Rule for Non-procurement Suspension and Debarment. Vendors and partnerships on the debarred list shall not be eligible for financial benefits.

### **B. AFFIRMATIVE MARKETING**

The City of Hollywood shall make every effort to inform the general public of opportunities for assistance available through the Community Development Division by placing advertisements in newspapers of general circulation, by periodically disseminating informational material to residents (renters and property owners) without regard to race, color, national origin, sex, religion, familial status or disability. In addition, any administrator of funds generated by the ILA shall be required to undertake these same affirmative marketing outreach efforts.

### **C. WRITTEN AGREEMENTS WITH ADMINISTRATORS, DEVELOPERS OR CONTRACTORS**

1. The City shall, when entering into an agreement with a qualified Administrator, Developer or Contractor, determine the role of the entity as set forth below:
  - a. Any entity carrying out all or a portion of a program is serving in the capacity of Administrator.
  - b. Any entity carrying out specific projects within a program is serving in the capacity of Developer, or Contractor.

2. Written agreements with Administrators, Developers, or Contractors shall include, but not necessarily be limited to the following:
  - a. Requirements for income determinations, rehabilitation standards (where applicable), homebuyer program policies (where applicable), and affordability requirements as set forth in the ILA.
  - b. Provisions that provide the funding amounts and requirements for utilization of said funds for specific programs and activities (i.e. purchase assistance, work skills programs, housing rehabilitation, etc.), the number of projects to be funded or loans to be made, tasks to be performed, schedule for completion, and any requirements for matching contributions, and a budget for each program.
  - c. Provisions that require the Administrator, Developer, or Contractor (including any other entity that receives funds covered by this policy through the Administrator, Developer or Contractor) to comply with the requirements of the ILA.
  - d. Provisions outlining the affordability requirements to be incorporated into the required Declaration of Restrictive Covenants running with the land, or other legal mechanisms approved by the City. (This requirement excludes General or Residential contractors that are solely providing construction services).
  - e. A provision requiring Administrators, Developers, or Contractors to specify the number and size of each rental unit, separated by funding source and designated as “fixed” or “floating”. (This requirement excludes General or Residential contractors that are solely providing construction services)
  - f. A requirement for the Administrator, Developer, or Contractor to provide the address of each affected unit to the City by the time of project completion.
  - g. A requirement that the Administrator, Developer, or Contractor specify initial rents (where applicable), the procedures for rent increases and that such initial rent prices and increases shall be in accordance with the requirements of the ILA and approved by the City’s Community Development Division prior to the institution of said rents. (This requirement excludes General or Residential contractors that are solely providing construction services).
  - h. Agreements relating to homeownership projects shall set forth conditions of the Declaration of Restrictive Covenants, repayment provisions, the selling price or basis on which the selling price is established, and the disposition of sales proceeds. (This requirement excludes General or Residential contractors that are solely providing construction services).
  - i. A provision that requires the Administrator, Developer, or Contractor to identify any limitation on eligibility or preference given to a particular segment of the population. Any limitation or preference shall not violate nondiscrimination requirements set forth in 24 CFR Part 5 and shall meet with the approval of the City and must comply with the requirements of the ILA.
  - j. A provision that requires annual reports on rents and occupancy of assisted units to verify compliance with affordability requirements. If a project has floating units, information on unit substitution and filling vacancies to ensure that the project

maintains the required unit mix. (This requirement excludes General or Residential contractors that are solely providing construction services)

- k. Written prohibitions against owners charging fees that are not reasonable and customary. For rental housing, owners may charge: reasonable application fees to prospective tenants, other fees (such as parking fees) only to the extent that they are reasonable and customary for the project area; and fees for services provided to tenants, provided that these services are not mandatory. (This requirement excludes General or Residential contractors that are solely providing construction services).
3. In situations where Purchase Assistance is provided through a non-profit or for-profit entity that also provides first mortgage financing to the homebuyer, or the City contracts with a for-profit or non-profit lender to make eligibility determinations, but another entity (the City or otherwise) is providing the financial assistance, the City shall ensure the following:
- a. The assistance is provided only as specified in a written agreement between the City and the lender. The agreement shall specify the forms, amounts, and any conditions of homeownership assistance the lender is authorized to provide.
  - b. Prior to the City committing to any assistance, the City shall verify that the applicant is eligible to receive assistance in accordance with the ILA and shall inspect the housing for compliance with property standards set forth within these policies.
  - c. The for-profit or non-profit organizations are not charging fees (such as origination fees or points) to the applicant for the Purchase assistance that the organization provides.

#### **D. CONFLICT OF INTEREST**

Generally, persons who are in a decision making position with regard to these activities, may not obtain a financial interest or benefit from the assisted activities described in the Policy, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure, or for two years thereafter. However, this statement is not intended to prevent a non-profit where an elected or appointed official serves on the board that may provide affordable housing in association with the ILA from participating, providing the public official does not receive a salary or any other financial compensation for serving on the board.

#### **E. GREEN BUILDING PRACTICES**

The City of Hollywood has created a Green Team Advisory Committee to make recommendations to the City Commission to develop target environmental goals and implementation plans. Based upon certain recommendations from the Committee, the City Commission passed and adopted mandatory Green Building Practices for new construction

and major renovations. Any and all new construction and major renovations funded under the Programs set forth in these policies, shall comply with the requirements set forth in any applicable rules, regulations or ordinances relating to these Green Building Practices.

#### **IV. MONITORING AND INSPECTIONS**

##### **A. Purpose**

The City shall follow a system for assessing the potential risk of activities and projects, and a system for monitoring entities, which includes but is not necessarily limited to Administrators, Developers, or Contractors to ensure that ILA requirements are met.

##### **B. Policy**

1. Risk Assessment – During Project Evaluation, the City shall determine the potential risk of the project by evaluating the Administrator's, Developer's, or Contractor's past performance and financial capability to perform the required duties.
2. Monitoring Schedule – During the contracting period, the City shall assign staff, develop reporting criteria, and schedule program monitoring that shall include at least one on-site monitoring visit to ensure adherence to ILA regulations.
3. Inspection Schedule – The property receiving assistance will be inspected periodically during construction to gauge progress.

#### **V. ORDER OF ASSISTANCE**

The City (or Administrator, Developer, or Contractor acting on behalf of the City) shall accept applications for assistance on a continual basis. Applications will be processed based on the date of submission for each program. Generally, Applications will be processed with first priority given to Veteran Households and second priority given to Senior Households (one member of the household is age 55 or older) ~~applicants shall be prioritized on a first-qualified, first-served basis;~~ however, if any need for service is deemed to constitute an imminent threat to the health, safety or welfare of the public, the occupant or the property, as determined solely by City staff, the project shall be prioritized and may supersede other applications.

#### **VI. REPORTING**

All County Contributions and Affordable Housing Programs funding shall be deposited and maintained in an account designated solely for this purpose (Program Funding Account). On an annual basis, no later than December 31 of each year, the City shall provide a written report to the County that includes the following information:



- A. The total balance of the Program Funding Account, and all deposits to and debits from the Program Funding Account for the prior fiscal year; and
- B. A list of all Affordable Housing Programs that received any funding during the prior fiscal year (including any expenditure, encumbrance, appropriation, or other designation of funds) and for each such program:
  - i. identification of the source(s) of all funding to date for the program;
  - ii. the total amount received from each funding source; and
  - iii. the total amount paid or expended to date for the program.

## **VII. Right of Appeal**

In the event a program participant is dissatisfied with a decision or determination made by Community Development Division staff, the participant may appeal in writing to the Director of Development Services, or his/her designee. The Director, or his/her designee shall have final administrative authority to settle any such dispute in accordance with the requirements of the ILA.

## **VIII. Vendor Preference**

Local vendors shall receive a preference in providing Administrator, Developer or Contractor services, as described below.

- A. **Local Vendor** – A Local Vendor with at least one full-time employee and a permanent place of business within the city limits for at least one year before award of their first bid.
- B. **Local Minority-Owned Business Enterprise (MBE)** – A Local Vendor in which at least fifty-one percent (51%) is owned, operated and controlled by citizens who meet one of the following ethnic definitions: (i) African-American or Black, (ii) Hispanic or Latino, (iii) Asian, (iv) Native Hawaiian or Other Pacific Islander, (v) Native American or Alaska Native.
- C. **Local Woman-Owned Business Enterprise (WBE)** – A Local Vendor in which at least fifty-one percent (51%) is owned, operated and controlled by citizens who are women.
- D. **Preference Process** – A local vendor whose bid is within five percent (5%) of the lowest responsive, responsible bid (overall) will be allowed to submit a second bid. The second bid must be no greater than one percent (1%) more than the lowest overall bid for the local vendor to be awarded the bid. If more than one local vendor is within five percent (5%) of the lowest overall bid, those local vendors are permitted to submit a best and final offer. A local MBE/WBE that is within one percent (1%) of the lowest best and final offer will be given priority in bid award, otherwise, the local vendor submitting the lowest bid shall be awarded the bid.



## OWNER-OCCUPIED HOUSING REHABILITATION

### Table of Contents:

Sections	Contents	Pg.
I.	Introduction	10
II.	Standards	11
III.	Contractor Selection	11
IV.	Source of Funding	11
V.	Eligibility	11
VI.	Investment Security	13
VII.	Existing Lien	13

### I. Introduction

An objective of the ILA is to offer financial assistance to low- and moderate-income households in order to improve housing affordability and enhance the livability and appearance of housing within LMI Areas. The Owner-Occupied Housing Rehabilitation Program provides funding to be used for exterior only housing rehabilitation improvements. Funding may be used to pay for labor, materials, and other related delivery costs incurred to improve the exterior appearance of a single family housing unit within the LMI Area defined in the ILA. These improvements must relate to the repair or replacement of the components listed below, along with any ancillary components necessary to accomplish the project.

- Roof
- Exterior paint
- Fences
- Driveway, public sidewalks and private walk-ways
- Irrigation system
- Landscaping, including sod and tree trimming/removal/installation
- Impact-resistant windows or shutter system, and doors, including garage door
- Security lighting

## **II. Standards**

The standards for housing rehabilitation are as follows:

- A.** Florida Building Code, as amended from time to time.
- B.** Hollywood Code of Ordinances and Hollywood Zoning & Land Development Regulations, as amended from time to time.
- C.** City of Hollywood Housing Rehabilitation Specifications.
- D.** City of Hollywood Landscape Manual.
- E.** The City of Hollywood has created a Green Team Advisory Committee to make recommendations to the City Commission to develop target environmental goals and implementation plans. Based upon certain recommendations from the Committee, the City Commission passed and adopted mandatory Green Building Practices for new construction and major renovations. Any and all new construction and major renovations funded under the Programs set forth in these policies, shall comply with the requirements set forth in any applicable rules, regulations or ordinances relating to these Green Building Practices.

## **III. Contractor Selection**

Projects shall be conducted using an approved pool of General and Residential Contractors selected through a competitive bidding process and/or contractors operating in partnership with an administrator or developer selected by the City. The City or its administrator or developer shall review and approve work write-ups (i.e., plans and specifications), prepare cost estimates and cause the work to be performed in accordance with the requirements of the program.

## **IV. Source of Funding**

Funding for the Owner-Occupied Housing Rehabilitation Program is provided by “County Contribution Funds” (CCF) derived from the Interlocal Agreement Among Broward County, the City of Hollywood, and the City of Hollywood Community Redevelopment Agency Regarding Funding for Affordable Housing.

## **V. Eligibility Criteria**

### **A. Program Eligibility**

The Owner-Occupied Housing Rehabilitation Program meets the ILA objective of rehabilitating existing LMI area residential property and requiring the affordability of the unit be maintained for a period of at least 10 years. Housing rehabilitation shall be conducted within the framework of the City’s statutory regulations and applicable local policies and procedures.

## **B. Applicant Eligibility**

1. Applicant(s) shall meet the applicable income eligibility requirements of a maximum household income level of at or below 120% of AMI, adjusted for family size.
2. All Owner-Occupied Housing Rehabilitation Program applicants shall participate in a pre-qualification review which includes the submission of all documents necessary to establish eligibility and participate in the program.
3. Applicant(s) shall not be anticipating nor involved in any bankruptcy or foreclosure action during any stage of the process.
4. Applicant(s) shall be a United States Citizen or legal resident, shall own and occupy the property, and shall comply with all program terms and conditions.
5. Applicant(s) shall be current on all secured mortgage(s), and property taxes at the time of application.

## **C. Property Eligibility**

1. Owner-occupied, detached, single family homes, townhomes, and condominiums are eligible properties types. Mobile homes, multiple dwelling units, co-operatives and properties utilized or advertised as short-term rentals or vacation rentals are not eligible.
2. The property in need of repair must be located within the LMI Areas defined in the ILA.
3. Eligible properties shall have been granted Homestead Exemption from the Broward County Property Appraisers Office, or the owner shall have applied for exemption.
4. The property shall conform to the City of Hollywood's Zoning and Land Development Regulations regarding the use and density permitted.
5. If the property does not meet the Standards for Owner-Occupied Rehabilitation, the proposed improvements shall bring the property into compliance with the standards, either through the use of CCF funds, or a combination of CCF funds and other resources.
6. The maximum amount of financial assistance for eligible repair items shall not exceed \$40,000.00 per unit.

## **D. Financial Terms**

1. Financial assistance will be provided in the form of a Conditional Grant requiring the beneficiary to maintain the home as an affordable unit for a period of not less than 10 years. The 10-year Affordability Period shall be secured by a Declaration of Restrictive Covenants, City Lien, Personal Guarantee, or other acceptable form of security instrument.

2. The amount of the City Lien due at the end of the Affordability Period, or at such time the beneficiary seeks satisfaction of the City Lien, shall reflect an annual reduction of 1/10<sup>th</sup> of the City's total investment.
3. If the home is sold, rented, ceases to be the primary residence of the beneficiary, or is transferred or conveyed by any other means during the Affordability Period, the City Lien shall be immediately due and payable, with the amount due reflecting an annual reduction of 1/10<sup>th</sup> of the City's total investment beginning on the date the conditional grant was issued and ending on the date the status of the property changed.
4. Homeowners shall maintain the property in accordance with all applicable codes and regulations in order to prevent waste, impairment or deterioration. Failure on the owner's part shall be considered a default under the City's Lien, and the City may recapture its investment using the appropriate legal remedies.

## **VI. Investment Security and Limitations**

- A. Property taxes shall be current at the time of application.
- B. The City may deny assistance to an applicant whose property has additional indebtedness including, but not necessarily limited to City, State and/or federal liens.
- C. Upon foreclosure by a superior lien, the City may pursue any and all applicable legal remedies against the property owner pursuant to the City's Lien and applicable legal instruments.

## **VII. Existing Lien Transactions**

Upon the property owner's request to refinance a superior lien or satisfy and/or subordinate the City's Lien, the following guidelines shall apply.

### **A. Refinancing Requests and Subordination**

Under the terms and conditions of the City's Lien, full payment of the remaining indebtedness is due upon rental, sale or transfer of the property within the Affordability Period. The City may allow subordination of its lien. Generally, the City will not subordinate its lien to allow cash out, except to facilitate home repairs, educational or medical expenses, subject to verification by City staff or Program Administrator. The Community Development Manager, or designee, is authorized to make any management decision concerning Refinance Requests and Subordination which does not conflict with applicable ILA requirements or applicable regulations, laws or ordinances.

### **B. Release of Lien**

The City Manager is authorized to execute and deliver Release of the City's Lien upon the recommendation of the Community Development Manager and the City Attorney or their designee(s). All written satisfaction requests not associated with a default of a superior lien, or full payment of the City's Lien, will be considered based upon demonstration of financial benefit to the City. Any such determination that a request to release a City Lien should be approved shall be forwarded to the Director of Financial Services and the collection or waiver in whole or part of a settlement of the City's Lien shall be completed in accordance with Section 38.75 of the City of Hollywood Code of Ordinances. The Community Development Division will record each Release of Lien in Broward County Records. The property owner is responsible for paying all applicable recording fees of said Release of Lien via a Money Order, Cashier's Check, Title Company or Law Firm check made payable to the City of Hollywood.

**C. Assumption of Lien**

When a property rehabilitated with CCF funds transfers ownership other than through sale, such as inheritance, the new owner may apply for an assumption of the City's Lien and execute a new Personal Guarantee, providing he/she occupies the home as their primary residence and qualifies under the program and income limits in place at the time of transfer of ownership. Otherwise, the amount of City Lien remaining shall be immediately due and payable. The Community Development Manager is authorized to negotiate a repayment schedule for persons who come into ownership of the subject property by inheritance, or similar circumstances, when necessary to maintain housing affordability.

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## SINGLE FAMILY RENTAL REHABILITATION

### Table of Contents:

Sections	Contents	Pg.
I.	Introduction	15
II.	Standards	16
III.	Contractor Selection	16
IV.	Source of Funding	16
V,	Eligibility	17
VI.	Investment Security	18
VII.	Existing Lien	18
VIII.	Rent Restrictions	19

### I. Introduction

An objective of the ILA is to offer financial assistance to low- and moderate-income households in order to improve housing affordability and enhance the livability and appearance of housing within LMI Areas. The Single Family Rental Rehabilitation Program provides funding to be used for two types of assistance;

1. Exterior Only Rental Rehabilitation – Funding may be used to pay for labor, materials, and other related delivery costs necessary to improve the exterior appearance of a single family housing unit within the LMI Areas defined in the ILA. These improvements include repair or replacement of the components listed below, along with any ancillary work components necessary to accomplish the project.

- Roof
- Exterior paint
- Fences
- Driveway, public sidewalks and private walk-ways
- Irrigation system
- Landscaping, including sod and tree trimming/removal/installation
- Impact-resistant windows or shutter system, and doors, including garage door

- Security lighting
  - Sewer Connection and Septic System Abandonment.
2. Comprehensive Rental Rehabilitation - Funding may be used to pay for labor, materials, and other related delivery costs necessary to make improvements that are not eligible under Exterior Only Rental Rehabilitation and that correct actual or potential hazards to the health, safety and welfare of the occupant(s).

## **II. Standards**

The standards for Single Family Rental Rehabilitation are:

- A. Florida Building Code, as amended from time to time.
- B. Hollywood Code of Ordinances and Hollywood Zoning & Land Development Regulations, as amended from time to time.
- C. Department of Housing and Urban Development (HUD) Housing Quality Standards (HQS).
- D. City of Hollywood Housing Rehabilitation Specifications.
- E. City of Hollywood Landscape Manual.
- F. The City of Hollywood has created a Green Team Advisory Committee to make recommendations to the City Commission to develop target environmental goals and implementation plans. Based upon certain recommendations from the Committee, the City Commission passed and adopted mandatory Green Building Practices for new construction and major renovations. Any and all new construction and major renovations funded under the Programs set forth herein, shall comply with the requirements set forth in any applicable rules, regulations or ordinances relating to these Green Building Practices.

## **III. Contractor Selection**

Projects shall be conducted using an approved pool of General and Residential Contractors selected through a competitive bidding process and/or contractors operating in partnership with an administrator or developer selected by the City. The City or its administrator or developer shall review and approve work write-ups (i.e., plans and specifications), prepare cost estimates and cause the work to be performed in accordance with the requirements of the program.

## **IV. Source of Funding**

Funding for the Single Family Rental Rehabilitation Program is provided by "County Contribution Funds" (CCF) derived from the Interlocal Agreement Among Broward County, the City of Hollywood, and the City of Hollywood Community Redevelopment Agency Regarding Funding for Affordable Housing.



## **V. Eligibility Criteria**

### **A. Program Eligibility**

The Single Family Rental Rehabilitation Program meets the ILA objective of rehabilitating existing LMI area residential rental property and requiring the affordability of the unit be maintained for a period of at least 15 years. Housing rehabilitation shall be conducted within the framework of the City's statutory regulations as well as applicable local policies and procedures.

### **B. Applicant Eligibility**

1. Applicant(s) must have a current Local Business Tax Receipt from the City of Hollywood relative to the subject property folio number.
2. A single ownership entity is prohibited from receiving financial assistance to rehabilitate more one property (folio number).
3. All Single Family Rental Rehabilitation Program applicants shall participate in a pre-qualification review which includes the submission of all documents necessary to establish eligibility and participate in the program.
4. Applicant(s) shall not be anticipating nor involved in any bankruptcy or foreclosure action during any stage of the process.
5. Applicant(s) shall be a United States Citizen or legal resident, shall own the property, and shall comply with all program terms and conditions, including but not limited to rent restrictions.
6. Applicant(s) shall be current on all secured mortgage(s) and property taxes at the time of application.

### **C. Property Eligibility**

1. Detached, single-family rental homes, townhouses, and condominiums. Mobil homes, multiple dwelling units, co-operatives and properties utilized or advertised as short-term rentals or vacation rentals are not eligible.
2. The property in need of repair must be located within the LMI Areas defined in the ILA.
3. The property shall conform to City of Hollywood's Zoning and Land Development Regulations regarding the use and density permitted.
4. If the property does not meet the Standards for Single Family Rental Rehabilitation, the proposed improvements shall bring the property into compliance with these standards.
5. The maximum amount of financial assistance available for housing rehabilitation shall not exceed \$40,000.00 per unit, except to correct actual or potential hazards to the health, safety and welfare of the

occupant(s) in accordance with the “Comprehensive Rental Rehabilitation Program”.

**D. Financial Terms**

1. “Exterior Only Rental Rehabilitation” and “Comprehensive Rental Rehabilitation” assistance shall be provided in the form of a Deferred-Payment Zero Percent (0%) Interest Loan requiring the Property Owner to maintain the property as an affordable housing unit for a period of 15 years. Under the terms and conditions of the City’s Deferred-Payment Promissory Note and Lien, the debt is due in full on the maturity date. The City may also declare the principal balance of the loan due in full at any time prior to the maturity date, if Property Owner defaults on any of the term or condition of the Declaration of Restrictive Covenants, Lien and/or Promissory Note.

If the property is sold, transferred or conveyed by any other means, or ceases to be used as an affordable housing unit during the Affordability Period, the City Lien shall be immediately due and payable.

Property Owner shall maintain the property in accordance with all applicable codes and regulations in order to prevent waste, impairment or deterioration. Failure on the owner’s part to comply with this requirement shall be considered a default under the City’s Lien, and the City may recapture its investment using the appropriate legal remedies.

**VI. Investment Security and Limitations**

- A. Property taxes shall be current at the time of application.
- B. The City may deny assistance to an applicant whose property has additional indebtedness including, but not necessarily limited to City State and/or federal liens.
- C. Upon foreclosure of a superior lien, the City may pursue any and all applicable legal remedies to recapture its investment pursuant to the City’s Lien and applicable legal instruments.

**VII. Existing Lien Transactions**

Upon the property owner’s request to refinance a superior lien, or satisfy and/or subordinate the City’s Lien, the following guidelines shall apply.

**A. Refinancing Requests and Subordination**

Under the terms and conditions of the City's Lien, full payment of the indebtedness is due upon rental, sale or transfer of the property within the Affordability Period. The City may subordinate its lien. Generally, the City will not subordinate its lien to allow cash out, except to facilitate repairs to the unit or when circumstances create additional affordable housing units. The Community Development Manager, or designee, is authorized to make any management decision concerning Refinance Requests and Subordination which does not conflict with applicable ILA requirements or applicable regulations, laws or ordinances.

#### **B. Release of Lien**

The City Manager is authorized to execute and deliver Release of Lien upon the recommendation of the Community Development Manager and the City Attorney or their designee(s). All written satisfaction requests not associated with a default of a superior lien, or full payment of the City's lien, will be considered based upon demonstration of financial benefit to the City. Any such determination that a request to satisfy the City's Lien should be approved shall be forwarded to the Director of Financial Services and the collection or waiver in whole or part of a settlement of the City's lien shall be completed in accordance with Section 38.75 of the City of Hollywood Code of Ordinances. The Community Development Division will record each Release of Lien in Broward County Records. The property owner is responsible for paying all applicable recording fees of said Release of Lien via a Money Order, Cashier's Check, Title Company or Law Firm check made payable to the City of Hollywood.

#### **C. Assumption of Lien**

When a rental property rehabilitated with CCF funds transfers ownership other than through sale, such as inheritance, during the Affordability Period, the new owner may apply for an assumption of the City Lien and execute a new Personal Guarantee, or other appropriate security instrument, providing he/she either maintains the conditions of the Declaration of Restricted Covenant or occupies the home as their primary residence and qualifies under the program and income limits in place at the time of transfer of ownership. Otherwise, the entirety of the City Lien shall immediately be due and payable. The Community Development Manager is authorized to negotiate payment schedules for persons who come into ownership of the subject property by inheritance, or a similar circumstance, when necessary to maintain housing affordability.

### **VIII. Rent Restrictions**

#### **A. Rents**

The applicant shall restrict both the rent and the occupancy of the assisted rental unit for the entirety of the Affordability Period, a minimum of 15 years. The income of the tenants and the gross rents must not exceed the Combined Income Limits and Rent Limits for the 80% of AMI Category for Broward County posted annually by the Florida Housing and Finance Corporation. Gross rent is rent charged by the landlord, plus an allowance for tenant-paid utilities, as contained within the most recent Hollywood Housing Authority Utility Allowance Schedule.

## **B. Lease**

The tenant must execute a written lease for a term of not less than one year. The Lease shall not contain the following lease conditions:

1. Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
2. Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
3. Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
4. Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
5. Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
6. Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;
7. Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
8. Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.



## MULTI-FAMILY RENTAL REHABILITATION

Sections	Contents	Pg.
I.	Introduction	21
II.	Standards	22
III.	Contractor Selection	22
IV.	Source of Funding	23
V,	Eligibility	23
VI.	Investment Security	24
VII.	Existing Lien	25
VIII.	Rent Restrictions	26

### I. Introduction

An objective of the ILA is to offer financial assistance to low- and moderate-income households in order to improve housing affordability and enhance the livability and appearance of housing within LMI Areas. The Owner-Occupied Housing Rehabilitation Program provides funding to be used for exterior only housing rehabilitation improvements. Funding may be used to pay for labor, materials, and other related delivery costs incurred to improve the exterior appearance of a single family housing unit within the LMI Area defined in the ILA. These improvements include repair or replacement of the components listed below, along with any ancillary work necessary to accomplish the project.

1. Exterior Only Rental Rehabilitation – Funding may be used to pay for labor, materials, and other related delivery costs incurred to improve the exterior appearance of a single family housing unit within the LMI Areas defined in the ILA. These improvements include repair or replacement of the components listed below, along with any ancillary components necessary to accomplish the project.
  - A. Roof
  - B. Exterior paint
  - C. Fences
  - D. Driveway, public sidewalks and private walk-ways

- E. Irrigation system
  - F. Landscaping, including sod and tree trimming/removal/installation
  - G. Impact-resistant windows or shutter system, and doors, including garage door
  - H. Security lighting
  - I. Sewer Connection and Septic System Abandonment
2. Comprehensive Rental Rehabilitation – Funding may be used to pay for labor, materials, and other related delivery costs necessary to make improvements that are not eligible under Exterior Only Rental Rehabilitation and that corrects actual or potential hazards to the health, safety and welfare of the occupant(s).

## **II. Standards**

The standards for Multi-Family Rental Rehabilitation are:

- A. Florida Building Code, as amended from time to time.
- B. Hollywood Code of Ordinances and Hollywood Zoning & Land Development Regulations, as amended from time to time.
- C. Department of Housing and Urban Development (HUD) Housing Quality Standards (HQS)
- D. City of Hollywood Housing Rehabilitation Specifications.
- E. City of Hollywood Landscape Manual.
- F. The City of Hollywood has created a Green Team Advisory Committee to make recommendations to the City Commission to develop target environmental goals and implementation plans. Based upon certain recommendations from the Committee, the City Commission passed and adopted mandatory Green Building Practices for new construction and major renovations. Any and all new construction and major renovations funded under the Programs set forth in these policies, shall comply with the requirements set forth in any applicable rules, regulations or ordinances relating to these Green Building Practices.

## **III. Contractor Selection**

Projects shall be conducted using an approved pool of General and Residential Contractors selected through a competitive bidding process and/or contractors operating in partnership with an administrator or developer selected by the City. The City or its administrator or developer shall review and approve work write-ups (i.e., plans and specifications), prepare cost estimates and cause the work to be performed in accordance with the requirements of the program.

#### **IV. Source of Funding**

Funding for the Multi-family Rental Rehabilitation Program is provided by “County Contribution Funds” (CCF) derived from the Interlocal Agreement Among Broward County, the City of Hollywood, and the City of Hollywood Community Redevelopment Agency Regarding Funding for Affordable Housing.

#### **V. Eligibility Criteria**

##### **A. Program Eligibility**

The Multi-Family Rental Rehabilitation Program meets the ILA objective of rehabilitating existing LMI area residential rental property and requiring the affordability of the unit be maintained for a period of at least 15 years. Housing rehabilitation shall be conducted within the framework of the City’s statutory regulations, as well as applicable local policies and procedures.

##### **B. Applicant Eligibility**

1. Applicant(s) must have a current Local Business Tax Receipt from the City of Hollywood relative to the subject property folio number.
2. A single ownership entity is prohibited from receiving financial assistance to rehabilitate more than one property (folio number).
3. All Multi-family Rental Rehabilitation Program applicants shall participate in a pre-qualification review which includes the submission of all documents necessary to establish eligibility and participate in the program.
4. Applicant(s) shall not be anticipating nor involved in any bankruptcy or foreclosure action during any stage of the process.
5. Applicant(s) shall be a United States Citizen or legal resident, shall own the property, and shall comply with all program terms and conditions, including, but not limited to applicable rent restrictions.
6. Applicant(s) shall be current on all secured mortgage(s) and property taxes at the time of application.

##### **C. Property Eligibility**

1. Multi-family rental property containing 2-4 units under a single folio or tax identification number (commonly referred to as duplex, triplex and quadplex). Mobil homes, co-operatives and properties utilized or advertised as short-term rentals or vacation rentals are not eligible.
2. The property in need of repair must be located within the LMI Areas defined in the ILA.

3. The property shall conform to City of Hollywood's Zoning and Land Development Regulations regarding the use and density permitted.
4. If the property does not meet the Standards for Single Family Rental Rehabilitation, the proposed improvements shall bring the property into compliance with the standards.
5. The maximum amount of financial assistance available shall not exceed \$20,000.00 per unit, except to correct actual or potential hazards to the health, safety and welfare of the occupant(s) in accordance with the "Comprehensive Rental Rehabilitation Program".

#### **D. Financial Terms**

1. "Exterior Only Rental Rehabilitation" and "Comprehensive Rental Rehabilitation" assistance shall be provided in the form of a Deferred-Payment, Zero Percent (0%) Interest Loan requiring the owner to maintain the property as an affordable housing unit for a period of 15-years. Under the terms and conditions of the City's Deferred-Payment Promissory Note and Lien, the debt is due in full on the maturity date. The City may also declare the principal balance of the loan due in full at any time prior to the maturity date, if owner defaults on any of the terms or conditions of the Declaration of Restrictive Covenants, Lien and/or Promissory Note.

If the property is sold, transferred or conveyed by any other means, or ceases to be used as an affordable housing unit during the Affordability Period, the City Lien shall be immediately due and payable.

The owner shall maintain the property in accordance with all applicable codes and regulations in order to prevent waste, impairment or deterioration. Failure on the owner's part to comply with this requirement shall be considered a default under the City's Lien, and the City may recapture its investment using the appropriate legal remedies.

#### **VI. Investment Security and Limitations**

- A.** Property taxes shall be current at the time of application.
- B.** The City may deny financial assistance to an applicant whose property has additional indebtedness including, but not necessarily limited to City, State and/or federal liens.
- C.** Upon foreclosure a superior lien, the City may pursue any and all appropriate legal remedies to recapture its investment pursuant to the City's Lien and other legal instruments.



## **VII. Existing Lien Transactions**

Upon the property owner's request to refinance a superior lien, or satisfy and/or subordinate the City's lien, the following guidelines shall apply.

### **A. Refinancing Requests and Subordination**

Under the terms and conditions of the City's Lien and Personal Guarantee, full payment of the indebtedness is due at the end of the 15-year Affordability Period or upon sale or transfer of the property during the Affordability Period. The City may subordinate its lien. Generally, the City will not subordinate its lien to allow cash out, except to facilitate unit repairs or for circumstances that create additional affordable housing units. The Community Development Manager, or designee, is authorized to make any management decision concerning Refinance Requests and Subordination which does not conflict with applicable ILA requirements or applicable regulations, laws or ordinances. The Community Development Manager, or designee, is authorized to make any management decision concerning Refinance Requests and Subordination which does not conflict with applicable ILA requirements.

### **B. Release of Lien**

The City Manager is authorized to execute and deliver Release of Lien upon the recommendation of the Community Development Manager and the City Attorney or their designee(s). All written satisfaction requests not associated with a default of a superior lien, or full payment of the City's Lien, will be considered based upon demonstration of financial benefit to the City. Any such determination that a request to satisfy a City Lien shall be approved shall be forwarded to the Director of Financial Services and the collection or waiver in whole or part of a settlement of the City's Lien shall be completed in accordance with Section 38.75 of the City of Hollywood Code of Ordinances. The Community Development Division will record each Release of Lien in Broward County Records. The property owner is responsible for paying all applicable recording fees of said Release of Lien via a Money Order, Cashier's Check, Title Company or Law Firm check made payable to the City of Hollywood.

### **C. Assumption of Lien**

When a property rehabilitated with CCF funds transfers ownership other than through sale, such as by inheritance, the new owner may apply for an assumption of the lien and execute the appropriate security instrument, providing he/she agrees to adhere to the terms and conditions of the program in place at the time of transfer of ownership. Otherwise, the remaining amount of the City Lien shall immediately be due and payable. The Community Development Manager is

authorized to negotiate a payment schedule for persons who come into ownership of the subject property by inheritance, or similar circumstance, when necessary to maintain housing affordability.

## **VIII. Rent Restrictions**

### **A. Rents**

The Property Owner shall restrict both the rent and the occupancy of the assisted rental unit for the entirety of the Affordability Period, a minimum of 15 years. The income of the tenants and the gross rents must not exceed the Combined Income Limits and Rent Limits for the 80% of AMI Category for Broward County posted annually by the Florida Housing and Finance Corporation. Gross rent is rent charged by the landlord, plus an allowance for tenant-paid utilities, as contained within the most recent Hollywood Housing Authority Utility Allowance Schedule.

### **B. Lease**

The tenants must execute a written lease for a term of not less than one year. The Lease shall not contain the following conditions:

1. Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
2. Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
3. Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
4. Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
5. Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
6. Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;

7. Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
8. Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

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## **FIRST-TIME HOMEBUYER PURCHASE ASSISTANCE PROGRAM**

<b>Sections</b>	<b>Contents</b>	<b>Pg.</b>
<b>I.</b>	<b>Introduction</b>	<b>28</b>
<b>II.</b>	<b>Source of Funding</b>	<b>29</b>
<b>III.</b>	<b>Eligibility</b>	<b>29</b>
<b>IV.</b>	<b>Investment Security</b>	<b>31</b>
<b>V.</b>	<b>Existing Lien</b>	<b>31</b>

### **I. Introduction**

An objective of the ILA is to offer financial assistance to qualified applicants that enables them to achieve homeownership. This policy shall govern the coordination of various activities among the public and private partnership participants of the ILA Program entitled “First-Time Homebuyer Purchase Assistance Program”. Specifically, this policy applies to eligible homebuyers, City staff, participating private sector lenders, Community Housing Development Organizations (CHDOs), and for-profit and non-profit housing providers and housing services providers. The First-Time Homebuyer Purchase Assistance Program will be carried out within the LMI Areas defined in the ILA.

**First-Time Homebuyer Definition:** A First-Time Homebuyer is an individual who meets any one of the following criteria:

- A.** An individual who has had no ownership in a residential dwelling during the 3-year period prior to the date of the initial application for financial assistance.
- B.** A single, divorced parent who has only owned a residential dwelling with a former spouse while married.
- C.** An individual who is a displaced homemaker and has only owned a primary residence with a spouse, and provides evidence of displacement suitable to City staff.
- D.** An individual who has only owned a primary residence not permanently affixed to a permanent foundation.

## **II. Source of Funding**

Funding for the First-Time Homebuyer Purchase Assistance Program is provided by "County Contribution Funds" (CCF) derived from the Inter-local Agreement Among Broward County, the City of Hollywood, and the City of Hollywood Community Redevelopment Agency Regarding Funding for Affordable Housing.

## **III. Eligibility Criteria**

### **A. Program Eligibility**

The First-time Homebuyer Purchase Assistance Program meets the ILA objective of providing financial assistance for First-time Homebuyers for the purchase of housing within the LMI Areas defined within the ILA and preserving the unit's affordability for a period of at least 15 years.

### **B. Applicant Eligibility**

1. Applicant(s) shall meet the applicable income eligibility requirements of a maximum household income level of at or below 120% of AMI adjusted for family size.
2. While no minimum income is required, the applicant must have sufficient income to repay debt and maintain the housing unit.
3. First-time Homebuyer Purchase Assistance Program applicants shall participate in a pre-qualification review which includes the submission of all information and documentation necessary to establish eligibility for participation in the program.
4. First-time Homebuyer Purchase Assistance Program applicants shall attend eight hours of Housing Counseling provided by a United States Department of Housing and Urban Development (HUD) Certified Housing Counselor. Completion certificates must be dated within one year of application for the program and must include both the borrower and co-borrower, if any.
5. First-time Homebuyer Purchase Assistance Program applicants must not have owned a home within the previous three years, or must meet the definition of First-Time Homebuyer described herein.
6. First-time Homebuyer Purchase Assistance Program applicants shall be a United States Citizen or legal resident, shall own and occupy the property, and shall comply with all terms and conditions of the program.
7. Must have financial ability to secure a private loan for part of the cost for the housing unit. Funds provided by the City will only be used as a subsidy to a private loan to lower monthly housing costs to the

applicant, to pay closing costs, and serve as part of the down payment amount.

8. At the time of application to the First-time Homebuyer Assistance Program, applicant must document proof of liquid assets on deposit of no less than 3% of the private loan amount.

### **C. Property Eligibility**

1. Detached, single family homes, townhomes, and condominiums are eligible for the First-time Homebuyer Purchase Assistance Program. Mobile homes, multiple dwelling units and co-operatives are not eligible.
2. The property being purchased shall be located within the LMI Areas defined in the ILA.
3. The property being purchased is subject to inspection to ensure that it is in good condition, meets HUD Housing Quality Standards and has no unpermitted improvements.
4. The property being purchased shall conform to the City of Hollywood's Zoning and Land Development Regulations regarding the use and density permitted.
5. The purchase price of the property shall not exceed 90% of the most current average area purchase price for Broward County, as published by the Florida Housing Finance Agency.

### **D. Financial Terms**

1. Financial assistance will be provided in the form of a Conditional Grant requiring the beneficiary to maintain the home as an affordable unit for a period of not less than 15 years. The 15-year Affordability Period shall be secured by a Declaration of Restrictive Covenants, City Lien, Personal Guarantee or other acceptable form of security instrument(s).
2. Level of Assistance: Financial assistance will be provided only in a dollar amount required to keep housing expenses affordable; and to meet lender underwriting standards, closing costs and down payment expenses. The amount of monies received per applicant will be based upon their ability to repay a private lender loan. Each applicant is required to spend at least 25%, but no more than 35%, of their gross income for housing expenses (mortgage principal and interest, property taxes, property insurance, applicable Homeowner's or Condominium Association dues). The total debt ratio (including housing costs) may not exceed 45%. The maximum amount of assistance per applicant is \$50,000.00.
3. First Mortgages must be fixed rate conventional, bond, or governmental loans with no pre-payment penalty. Interest only, balloon, option, Adjustable Rate Mortgages (ARMS) and subprime loans are ineligible.

The maximum interest rate to be charged on the first mortgage will be set on the first business day of each month, and may not exceed 2.0% over the Fannie Mae 30-year, 60-day mandatory delivery rate. The interest rate cap is effective for the entire month.

4. The amount of the City Lien due at the end of the Affordability Period, or at such time the beneficiary seeks satisfaction of the City Lien, shall reflect an annual reduction of 1/15<sup>th</sup> of the City's total investment.
5. If the home is sold, rented, ceases to be the primary residence of the beneficiary, or is transferred or conveyed by any other means during the Affordability Period, the City Lien shall be immediately due and payable, with the amount due reflecting an annual reduction of 1/15<sup>th</sup> of the City's total investment beginning on the date the conditional grant was issued and ending on the date the status of the property changed.
6. The beneficiary shall maintain the property in accordance with all applicable codes and regulations in order to prevent waste, impairment or deterioration. Failure on the beneficiary's part shall be considered a default under the City's Lien, and the City may recapture its investment using the appropriate legal remedies.

#### **IV. Investment Security and Limitations**

Upon foreclosure by a superior lien, the City may pursue any and all applicable legal remedies to collect the City Lien pursuant to the security instruments.

#### **V. Existing Lien Transactions**

Upon the property owner's written request to refinance a superior lien or to satisfy or subordinate the City's Lien, the following guidelines shall apply.

##### **A. Refinancing Requests and Subordination**

Under the terms and conditions of the City's Lien, full payment of the indebtedness is due upon rental, sale or transfer of the property within the Affordability Period. The City may subordinate its lien, provided the combined Loan-to-Value Ratio does not exceed ninety percent (90%). Generally, the City will not subordinate its lien to allow cash out, except to pay for home repairs, educational or medical expenses, subject to verification by City staff or Program Administrator. The Community Development Manager, or designee, is authorized to make any administrative decision concerning Refinance Requests and Subordination that does not conflict with applicable ILA requirements or other regulations, laws or ordinances.

## **B. Release of Lien**

The City Manager is authorized to execute and deliver Release of the City's Lien upon the recommendation of the Community Development Manager and the City Attorney or their designee(s). All written satisfaction requests not associated with a default of a superior lien, or full payment of the City's Lien, will be considered based upon demonstration of financial benefit to the City. Any such determination that a request to release a City Lien should be approved shall be forwarded to the Director of Financial Services and the collection or waiver in whole or part of a settlement of the City's Lien shall be completed in accordance with Section 38.75 of the City of Hollywood Code of Ordinances. The Community Development Division will record each Release of Lien in Broward County Records. The property owner is responsible for paying all applicable recording fees of said Release of Lien via a Money Order, Cashier's Check, Title Company or Law Firm check made payable to the City of Hollywood.

## **C. Assumption of Lien**

When a property purchased with CCF funds transfers ownership other than through sale, such as inheritance, the new owner may apply for an assumption of the City's Lien and execute a new Personal Guarantee, providing he/she occupies the home as their primary residence and qualifies under the program and income limits in place at the time of transfer of ownership. Otherwise, the City Lien shall immediately become due and payable. The Community Development Manager is authorized to negotiate a repayment schedule for persons who come into ownership of the subject property by inheritance, or similar circumstances, when necessary to maintain housing affordability.

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## **ACQUISITION WITH REHABILITATION SINGLE-FAMILY HOUSING**

### **Table of Contents:**

<b><u>Sections</u></b>	<b><u>Contents</u></b>	<b><u>Pg.</u></b>
<b><u>I.</u></b>	<b><u>Introduction</u></b>	<b><u>33</u></b>
<b><u>II.</u></b>	<b><u>Contractor and Developer Selection</u></b>	<b><u>34</u></b>
<b><u>III.</u></b>	<b><u>Source of Funding</u></b>	<b><u>34</u></b>
<b><u>IV.</u></b>	<b><u>Eligibility Criteria</u></b>	<b><u>35</u></b>
<b><u>A</u></b>	<b><u>Program Eligibility</u></b>	<b><u>35</u></b>
<b><u>B</u></b>	<b><u>Acquisition with Rehabilitation (Single-Family) – Homeownership</u></b>	<b><u>35</u></b>
<b><u>C</u></b>	<b><u>Acquisition with Rehabilitation (Single-Family) – Rental Occupancy</u></b>	<b><u>40</u></b>
	<b><u>Lease Purchase</u></b>	<b><u>45</u></b>

### **I. Introduction**

The Acquisition with Rehabilitation Single Family Housing Program provides for the acquisition and rehabilitation of single family homes for future sale or rental to eligible beneficiaries. The program will increase opportunities for home ownership, provide affordable rental housing and improve the quality and appearance of existing housing stock. The program enables the City to leverage public and private funding to preserve and promote affordable housing. The program includes the activities described below.

1. Acquisition – Funding used to purchase properties within LMI areas, as designated in the ILA.
2. Rehabilitation – Funding used to pay for labor, materials, developer fees and other related costs incurred for complete rehabilitation and repair of single family homes within the LMI Area defined in the ILA to a condition which is free of actual or potential hazards to the general health, safety and welfare of the occupant(s) and meets local building and housing codes.

3. Purchase Assistance – Funding used to provide closing costs and down payment assistance to eligible households for the purchase of single family homes that have been acquired and rehabilitated via the program described herein.

## **II. Contractor and Developer Selection**

### **A. Contractor**

Rehabilitation work shall be conducted using an approved pool of General and Residential Contractors selected through a competitive process and/or contractors operating in partnership with an Administrator or Developer engaged by the City. The City or its Administrator or Developer shall review and approve work write-ups (i.e., plans and specifications), prepare cost estimates and cause the rehabilitation work to be performed in accordance with the requirements of the program.

### **B. Developer**

Developer must be a non-profit organization/entity exempt from federal income tax under section 501(c)(3) of Title 26 of the United States Code. First priority will be given to Developer proposals that propose housing assistance for Veterans. Second Priority will be given to Developer proposals that propose housing assistance for Seniors. Procurement of Developer shall occur in one of the following ways: 1) via a competitive process that requires Developer to document their experience in providing affordable housing, proof of financial capacity, an executed contract for sale or other evidence of site control sufficient to prove ability to proceed promptly once funding is in place, and a housing unit design plan that meets the housing element requirements contained in the City's Comprehensive Plan; 2) via an unsolicited proposal process governed by Section 287.0512 of Florida Statutes and processed in accordance with Chapter 30 of the City of Hollywood Code of Ordinances; 3) as a Best Interest and Sole Source designation allowed in Chapter 38 of the City of Hollywood Code of Ordinances.

## **III. Source of Funding**

Funding for the Acquisition with Rehabilitation Single Family Housing Program is provided by "County Contribution Funds" (CCF) derived from the Interlocal Agreement Among Broward County, the City of Hollywood, and the City of Hollywood Community Redevelopment Agency Regarding Funding for Affordable Housing.

## **IV. Eligibility Criteria**

**A. Program Eligibility**

The Acquisition with Rehabilitation Single Family Housing Program meets the ILA objective of rehabilitating existing LMI Area residential property and preserving the affordability of homeownership units for a period of at least 10 years and the affordability of rental units for at least 15 years. Housing rehabilitation shall be conducted within the framework of the City's statutory regulations and applicable local policies and procedures.

**B. Acquisition with Rehabilitation Single Family Homeownership**

**1. Property Eligibility**

- a. Detached, single family homes only. Subject properties may be incorporated in a Community Land Trust, as defined in Florida Statutes, Section 193.018 (1).
- b. Subject property shall be located within the LMI Areas designated in the ILA.
- c. The property being purchased is subject to inspection to ensure that it is in good condition, meets HUD Housing Quality Standards and has no unpermitted improvements.
- d. Alternatively, the property shall be rehabilitated in conjunction with this program to meet HUD Housing Quality Standards, including correction of any unpermitted improvements. Prior to the commencement of any property acquisition or rehabilitation work under this program Developer shall submit, for written approval by City staff or program administrator, a detailed scope of work documenting the corrective actions necessary to meet HUD Housing Quality Standards.
- e. Subject property shall conform to the City of Hollywood's Zoning and Land Development Regulations regarding the use and density permitted.
- f. The purchase price of the property shall not exceed 90% of the most current average area purchase price for Broward County, as published by the Florida Housing Finance Agency.
- g. The maximum amount of financial assistance, including acquisition cost, rehabilitation, and developer fees shall not exceed \$250,000.00 per unit.

**2. Standards for Housing Rehabilitation**

- a. Florida Building Code, as amended from time to time.
- b. Hollywood Code of Ordinances and Hollywood Zoning & Land Development Regulations, as amended from time to time.

- c. City of Hollywood Housing Rehabilitation Specifications.
- d. City of Hollywood Landscape Manual.
- e. The City of Hollywood has established a Green Team Advisory Committee to make recommendations to the City Commission to develop target environmental goals and implementation plans. Based upon certain recommendations from the Committee, the City Commission passed and adopted mandatory Green Building Practices for new construction and major renovations. Any and all new construction and major renovations funded under the Programs set forth in these policies, shall comply with the requirements set forth in any applicable rules, regulations or ordinances relating to these Green Building Practices.

### **3. Developer Financial Terms:**

- a. Financial assistance will be provided in the form of a zero percent (0%) interest, deferred-payment loan to acquire and rehabilitate properties for future sale to eligible end-buyers.
- b. The selling price of the property to the end-buyer shall not exceed the lesser of 90% of the most current average area purchase price for Broward County, as published by the Florida Housing Finance Corporation, or the appraised value of the property.
- c. The City shall recapture the total amount of its investment upon sale of subject property to an eligible end-buyer.
- d. Financial assistance will be provided to end-buyers only in the amount necessary to keep housing expenses affordable and to meet lender underwriting standards, closing costs and down payment expenses. The amount available to end-buyer will be based upon their ability to repay a mortgage issued by a private lender. End-buyer is required to spend at least 25%, but no more than 35%, of their gross income for housing expenses (mortgage principal and interest, property taxes, property insurance, and Homeowner Association dues, if applicable). The end-buyer's total debt ratio (including housing costs) shall not exceed 45%. The maximum amount of financial assistance available to end-buyer is \$50,000.00.
- e. The end-buyer's first mortgage must be a fixed-rate conventional mortgage, bond, or governmental loan with no pre-payment penalty. Interest only, balloon, option, Adjustable Rate Mortgages (ARMS) and subprime loans are ineligible. The maximum interest rate to be charged on the first mortgage will be set on the first business day of each month, and may not exceed 2.0% over the Fannie Mae 30-year, 60-day mandatory delivery rate. The interest rate cap is effective for the entire month.

- f. Failure on the Developer's part either to rehabilitate subject property to meet HUD Housing Quality Standards and sell the property to an eligible end-buyer within one year from the date the contract for sale is executed will be considered a default under the City's Mortgage and Promissory Note, and the City may pursue repayment and all other applicable legal remedies.
- g. Developer shall maintain subject property in accordance with all applicable codes and regulations while the property is in Developer's possession. Developer shall maintain the property in order to prevent waste, impairment or deterioration, and the City may monitor the property to assure compliance. Failure on the Developer's part shall be considered a default under the City's Mortgage and Promissory Note, and the City may pursue repayment and all other applicable legal remedies.

#### **4. Homebuyer Eligibility**

- a. The homebuyer shall meet applicable requirements regarding maximum household income of not more than 120% of AMI, adjusted for family size.
- b. There is no minimum income; however, the homebuyer must have sufficient income to service the debt and properly maintain the housing unit.
- c. Homebuyer shall participate in a pre-qualification review which includes the submission of all information and documentation necessary to establish eligibility for participation in the program.
- d. Homebuyer shall be a United States Citizen or legal resident, shall own and occupy the subject property as their primary residence, and shall comply with all terms and conditions of the program.
- e. The homebuyer must have the financial capacity to secure a loan from a private lender for a portion of the cost for the housing unit. Financial assistance provided by the City will only be used to subsidize a private loan in order to decrease the buyer's monthly housing costs, to pay closing costs, and serve as a portion of the down payment.
- f. Upon applying to participate in the Acquisition with Rehabilitation Single Family Housing Program, applicant must document proof of liquid assets on deposit of no less than 3% of the private loan amount.

#### **5. Homebuyer Financial Terms:**

- a. Financial assistance will be provided in the form of a Conditional Grant requiring the homebuyer to maintain the home as an

affordable unit for a period of not less than 10 years. The 10-year Affordability Period shall be secured by a Declaration of Restrictive Covenants, City Lien, Personal Guarantee or other acceptable form of security instrument(s).

- b. Level of Assistance: Financial assistance will be provided only in the amount required to keep housing expenses affordable and to meet lender underwriting standards, closing costs and down payment expenses. The amount available to homebuyer will be based upon their ability to repay a private lender loan. Applicant is required to spend at least 25%, but no more than 35%, of their gross income for housing expenses (mortgage principal and interest, property taxes, property insurance, and Homeowner Association dues, if applicable). The total debt ratio (including housing costs) shall not exceed 45%. The maximum amount of financial assistance available to end-buyer is \$50,000.00.
- c. The amount of the City Lien due at the end of the Affordability Period, or at such time the beneficiary seeks satisfaction of the City Lien, shall reflect an annual reduction of 1/10<sup>th</sup> of the City's total investment.
- d. If the home is sold, rented, ceases to be the primary residence of the beneficiary, or is transferred or conveyed by any other means during the Affordability Period, the City Lien shall be immediately due and payable, with the amount due reflecting an annual reduction of 1/10<sup>th</sup> of the City's total investment beginning on the date the conditional grant was issued and ending on the date the status of the property changed. If the property is sold as part of a Community Land Trust transaction, the City Lien is assumable by the new homebuyer.
- e. The beneficiary shall maintain the property in accordance with all applicable codes and regulations in order to prevent waste, impairment or deterioration. Failure on the beneficiary's part shall be considered a default under the City's Lien, and the City may recapture its investment using the appropriate legal remedies.

#### **6. Homebuyer Loan Security and Limitations**

- a. Beneficiary shall maintain fire, hazard, flood, and windstorm (where applicable) insurance coverage in an amount sufficient to cover all loans against the property, with the City named as loss payee.
- b. If the beneficiary defaults on a superior mortgage, the City shall, whenever possible, recapture the entire amount of the City's indebtedness pursuant to the terms and conditions of the City Lien.

Upon foreclosure by the superior mortgagee, the City may pursue any and all applicable legal remedies against the beneficiary pursuant to the City's Lien.

**7. Existing Mortgage Transactions**

Upon the beneficiary's request to refinance, satisfy and/or subordinate the City's Lien, the following guidelines shall apply.

**a. Refinancing Requests and Subordination**

Under the terms and conditions of the City's Lien, full payment of the indebtedness is due upon rental, sale or transfer of the property within the Affordability Period. The City may subordinate its lien, provided the combined Loan-to-Value Ratio does not exceed ninety percent (90%). Generally, the City will not subordinate its lien to allow cash out, except to facilitate payment of home repairs, educational or medical expenses, subject to verification by City staff or Program Administrator. The Community Development Manager, or designee, is authorized to make any administrative decision concerning Refinance Requests and Subordination that does not conflict with applicable ILA requirements or other regulations, laws or ordinances.

**b. Release of Lien**

The City Manager is authorized to execute and deliver Release of the City's Lien upon the recommendation of the Community Development Manager and the City Attorney or their designee(s). All written satisfaction requests not associated with a default of a superior lien, or full payment of the City's Lien, will be considered based upon demonstration of financial benefit to the City. Any such determination that a request to release a City Lien should be approved shall be forwarded to the Director of Financial Services and the collection or waiver in whole or part of a settlement of the City's Lien shall be completed in accordance with Section 38.75 of the City of Hollywood Code of Ordinances. The Community Development Division will record each Release of Lien in Broward County Records. The homebuyer is responsible for paying all applicable recording fees of said Release of Lien via a

Money Order, Cashier's Check, Title Company or Law Firm check made payable to the City of Hollywood.

**c. Assumption of Lien**

When a property rehabilitated and purchased with CCF funds transfers ownership other than through sale, such as inheritance, the new owner may apply for an assumption of the City's Lien and execute a new Personal Guarantee, providing he/she occupies the home as their primary residence and qualifies under the program and income limits in place at the time of transfer of ownership. Otherwise, the City Lien shall immediately become due and payable. The Community Development Manager is authorized to negotiate a repayment schedule for persons who come into ownership of the subject property by inheritance, or similar circumstances, when necessary to maintain housing affordability.

**C. Acquisition with Rehabilitation Single Family – Rental Occupancy**

**1. Property Eligibility**

- a. Detached, single family homes only. Subject properties may be incorporated in a Community Land Trust, as defined in Florida Statutes, Section 193.018 (1). Mobil homes and co-operatives are not eligible.
- b. Subject property shall be located within the LMI Areas designated in the ILA.
- c. The property is subject to inspection to ensure that it is in good condition, meets HUD Housing Quality Standards and has no unpermitted improvements.
- d. Alternatively, the property shall be rehabilitated in conjunction with this program to meet HUD Housing Quality Standards, including correction of any unpermitted improvements. Prior to the commencement of any property acquisition or rehabilitation work under this program, the Developer shall submit, for written approval by City staff or program administrator, a detailed scope of work documenting the corrective actions necessary to meet HUD Housing Quality Standards.
- e. Subject property shall conform to the City of Hollywood's Zoning and Land Development Regulations regarding the use and density permitted.



- f. The purchase price of the property to be acquired shall not exceed the appraised value in its "AS IS" condition.
- g. The maximum amount of financial assistance including acquisition cost, rehabilitation cost, and developer fee shall not exceed \$250,000.00 per unit.

## **2. Standards for Housing Rehabilitation**

- a. Florida Building Code, as amended from time to time.
- b. Hollywood Code of Ordinances and Hollywood Zoning & Land Development Regulations, as amended from time to time.
- c. City of Hollywood Housing Rehabilitation Specifications.
- d. City of Hollywood Landscape Manual.
- e. The City of Hollywood has created a Green Team Advisory Committee to make recommendations to the City Commission to develop target environmental goals and implementation plans. Based upon certain recommendations from the Committee, the City Commission passed and adopted mandatory Green Building Practices for new construction and major renovations. Any and all new construction and major renovations funded under the Programs set forth in these policies, shall comply with the requirements set forth in any applicable rules, regulations or ordinances relating to these Green Building Practices.

## **3. Developer/Landlord Financial Terms:**

- a. Financial Assistance will be provided in the form of a zero percent interest (0%), deferred-payment loan with a term of 15 years to acquire and rehabilitate properties to produce affordable rental units for eligible beneficiaries. Under the terms and conditions of the City's Lien, the entire amount of the debt shall be forgiven at the end of the Affordability Period.
- b. The Developer/Landlord shall maintain the property as an affordable housing unit for a period of 15 years, which shall be secured by Declaration of Restrictive Covenants.
- c. The City may declare the principal balance of the loan due in full at any time prior to the maturity date, if the Developer/Landlord defaults on any of the terms or conditions of the Declaration of Restrictive Covenants or the City Lien.

- d. Failure on the part of the Developer/Landlord to rehabilitate the property to meet HUD Housing Quality Standards and rent the property to an eligible beneficiary within one year from the date of acquisition will be considered a default under the City's Lien, and the City may pursue repayment and all other applicable legal remedies.
- e. Developer/Landlord shall maintain the property in accordance with all applicable codes and regulations. Developer/Landlord shall maintain the property in order to prevent waste, impairment or deterioration, and the City may monitor the property to assure compliance. Failure on the part of the Developer/Landlord shall be considered a default under the City's Lien wherein the City may pursue repayment and all other applicable legal remedies.

#### **4. Developer/Landlord Security and Limitations**

- a. Developer/Landlord shall maintain fire, hazard, flood, and windstorm (where applicable) insurance coverage in an amount sufficient to cover all loans against the property, with the City named as loss payee.
- b. If the Developer/Landlord defaults on a superior mortgage, the City shall, whenever possible, recapture the entire amount of the City's indebtedness pursuant to the terms and conditions of the City Lien. Upon foreclosure by a superior mortgagee, the City may pursue any and all applicable legal remedies against the owner pursuant to the City's Lien.

#### **5. Existing Mortgage Transactions**

Upon a request by Developer/Landlord to refinance, satisfy and/or subordinate the City's Lien, the following guidelines shall apply.

##### **a. Refinancing Requests and Subordination**

Under the terms and conditions of the City's Lien, full payment of the indebtedness, along with a proportionate share of the net proceeds equivalent to the percentage of "Total Development Cost" contributed by the City is due upon sale or transfer of the property within the Affordability Period. "Total Development Cost" includes the

City's investment plus investments from other sources contributed toward the initial acquisition and rehabilitation of the unit. The City may subordinate its lien, provided the combined Loan-to-Value Ratio does not exceed ninety percent (90%). Generally, the City will not subordinate its lien to allow cash out, except to facilitate payment of home repairs, educational or medical expenses, subject to verification by City staff or Program Administrator. The Community Development Manager, or designee, is authorized to make any administrative decision concerning Refinance Requests and Subordination that does not conflict with applicable ILA requirements or other regulations, laws or ordinances.

b. **Release of Lien**

The City Manager is authorized to execute and deliver Release of the City's Lien upon the recommendation of the Community Development Manager and the City Attorney or their designee(s). All written satisfaction requests not associated with a default of a superior lien, or full payment of the City's Lien, will be considered based upon demonstration of financial benefit to the City. Any such determination that a request to release a City Lien should be approved shall be forwarded to the Director of Financial Services and the collection or waiver in whole or part of a settlement of the City's Lien shall be completed in accordance with Section 38.75 of the City of Hollywood Code of Ordinances. The Community Development Division will record each Release of Lien in Broward County Records. The Developer/Landlord is responsible for paying all applicable recording fees of said Release of Lien via a Money Order, Cashier's Check, Title Company or Law Firm check made payable to the City of Hollywood.

c. **Assumption of Lien**

When a rental property acquired and/or rehabilitated with CCF funds transfers ownership other than through sale, the new owner may apply for an assumption of the City Lien and execute a new Personal Guarantee, or other appropriate security instrument, providing the new owner maintains the conditions of the Declaration of Restricted Covenants. Otherwise, the remainder of the City Lien shall

immediately be due and payable. The Community Development Manager is authorized to negotiate payment schedules for persons who come into ownership of the subject property by inheritance, or a similar circumstance, when it is necessary to maintain or preserve housing affordability.

6. **Rent Restrictions**

a. **Rents**

The Developer/Landlord shall restrict both the rent and the occupancy of the assisted rental unit for the entirety of the Affordability Period, a minimum of 15 years. The income of the tenants and the gross rents must not exceed the Combined Income Limits and Rent Limits for the 80% of AMI Category for Broward County posted annually by the Florida Housing and Finance Corporation. Gross rent is rent charged by the Developer/Landlord, plus an allowance for tenant-paid utilities, as contained within the most recent Hollywood Housing Authority Utility Allowance Schedule.

b. **Lease**

The tenant must execute a written lease for a term of not less than one year. The Lease shall not contain any of the following conditions:

1. Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
2. Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
3. Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

4. Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
5. Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
6. Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;
7. Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
8. Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

#### **7. Lease Purchase Option**

During the Affordability Period the Developer/Landlord may enter into a Lease/Purchase Agreement with a Tenant/Buyer. The Tenant/Buyer may be eligible for Purchase Assistance in accordance with Section IV B 4-7 of this document.

The conditions of Lease/Purchase are as follows:

- a. The City shall recapture its investment upon closing on the sale of the property to the Tenant/Buyer; and
- b. The Tenant/Buyer's household income shall not exceed 80% of AMI at time of purchase; and
- c. The purchase price of the property shall not exceed the lesser of 90% of the most current average area purchase price for Broward County, as published by the Florida Housing Finance Corporation, or the appraised value of the property; and
- d. Execution of a written Lease/Purchase agreement between the Developer/Landlord and the Tenant/Buyer that does not conflict with Florida Statutes and includes the following components, at a minimum:
  - i. Name and business address of Developer/Landlord
  - ii. Name and personal or business address of Tenant.

- iii. The legal description and folio number of subject property.
- iv. The total amount of the initial payment, including advance payments, delivery charges and trade in amounts.
- v. The amount of each rental payment to be paid and the due date.
- vi. An itemization of any additional charges not included in the rental payment.
- vii. The total amount the Tenant will end up paying for the purchase of the property under the agreement -- including the total of all rent payments, initial payments and any other fees or charges.
- viii. The extent of Tenants responsibility for loss or damage to the property other than normal wear and tear.
- ix. The Tenant's right to reinstate the agreement, if Tenant falls behind in payments, including disclosure of any penalties and other charges, and the method to be used for calculating any amount Tenant must pay to reinstate the agreement.
- x. The party that is responsible for maintaining or servicing the property during the term of the agreement, and a brief description of the extent of the responsibility.
- xi. When and under what circumstances the parties may terminate the agreement.
- xii. Options to complete the purchase during the term of the agreement and the price or method for calculating the price, if the option to purchase is exercised.
- xiii. A statement that any manufacturer's warranties in effect at the completion of the purchase will be transferred to the Tenant.
- xiv. The actual cash price of the property, if purchased outright instead of buying via a Lease/Purchase agreement.
- xv. The Lease Term of the Lease/Purchase Agreement shall be no more than three years.



## **ACQUISITION WITH REHABILITATION – MULTI-UNIT HOUSING**

### **Table of Contents:**

<b><u>Sections</u></b>	<b><u>Contents</u></b>	<b><u>Pg.</u></b>
<b><u>I.</u></b>	<b><u>Introduction</u></b>	<b><u>47</u></b>
<b><u>II.</u></b>	<b><u>Contractor and Developer Selection</u></b>	<b><u>48</u></b>
<b><u>III.</u></b>	<b><u>Source of Funding</u></b>	<b><u>48</u></b>
<b><u>IV.</u></b>	<b><u>Eligibility Criteria</u></b>	<b><u>48</u></b>
	<b><u>A Program Eligibility</u></b>	<b><u>48</u></b>
	<b><u>B Acquisition with Rehabilitation (Single-Family) – Homeownership</u></b>	<b><u>49</u></b>
	<b><u>C Acquisition with Rehabilitation (Single-Family) – Rental Occupancy</u></b>	<b><u>54</u></b>

### **I. Introduction**

The Acquisition with Rehabilitation Multi-Unit Housing Program provides for the acquisition and rehabilitation of multi-unit residential units for future sale or rental to eligible beneficiaries. The program will provide opportunities for homeownership, affordable rental housing, and improve the quality and appearance of existing housing stock. The program enables the City to leverage public and private funding to preserve and promote affordable housing. The program includes the activities described below.

1. Acquisition – Funding used to purchase properties within LMI areas, as designated in the ILA.
2. Rehabilitation – Funding used to pay for labor, materials, developer fees and other related costs incurred for complete rehabilitation and repair of residential units within the LMI Area defined in the ILA to a condition which is free of actual or potential hazards to the general health, safety and welfare of the occupant(s) and meets local building and housing codes.
3. Purchase Assistance – Funding used to provide closing costs, down payment, and other necessary purchase assistance to eligible households for the purchase of

townhomes and condominiums that have been acquired and rehabilitated via the program described herein.

## **II. Contractor and Developer Selection**

### **A. Contractor**

Rehabilitation work shall be conducted using an approved pool of General or Residential Contractors selected through a competitive process and/or contractors operating in partnership with an Administrator or Developer engaged by the City. The City or its Administrator or Developer shall review and approve work write-ups (i.e., plans and specifications), prepare cost estimates and cause the rehabilitation work to be performed in accordance with the requirements of the program.

### **B. Developer**

Developer must be a non-profit organization/entity exempt from federal income tax under section 501(c)(3) of Title 26 of the United States Code. First priority will be given to Developer proposals that include housing assistance for Veterans. Second Priority will be given to Developer proposals that include housing assistance for Seniors. Procurement of Developer shall occur in one of the following ways: 1) via a competitive process that requires Developer to document their experience in providing affordable housing, proof of financial capacity, an executed contract for sale or other evidence of site control sufficient to prove ability to proceed promptly once funding is in place, and a housing unit design plan that meets the housing element requirements contained in the City's Comprehensive Plan; 2) via an unsolicited proposal process governed by Section 287.0512 of Florida Statutes and processed in accordance with Chapter 30 of the City of Hollywood Code of Ordinances; 3) as a Best Interest and Sole Source designation allowed in Chapter 38 of the City of Hollywood Code of Ordinances.

## **III. Source of Funding**

Funding for the Acquisition with Rehabilitation (Multi- Unit) Program is provided by "County Contribution Funds" (CCF) derived from the Interlocal Agreement Among Broward County, the City of Hollywood, and the City of Hollywood Community Redevelopment Agency Regarding Funding for Affordable Housing.

## **IV. Eligibility Criteria**

### **A. Program Eligibility**



The Acquisition with Rehabilitation Multi-Unit Housing Program meets the ILA objective of rehabilitating existing LMI Area residential property and preserving the affordability of homeownership units for a period of at least 10 years and the affordability of rental units for at least 15 years. Housing rehabilitation shall be conducted within the framework of the City’s statutory regulations and applicable local policies and procedures.

**B. Acquisition with Rehabilitation Multi-Unit Housing – Homeownership**

**1. Property Eligibility**

- a. Townhomes and Condominiums. Subject properties may be part of a Community Land Trust, as defined in Florida Statutes, Section 193.018 (1). Mobil homes and co-operatives are not eligible.
  - i. Eligible Townhomes – single-family dwelling units not exceeding three stories in height which are constructed in a series or group of attached units with property lines separating the units and otherwise eligible under Florida Statutes, Section 481.203(7).
  - ii. Eligible Condominiums – property created pursuant to Florida Statutes Chapter 718, which is comprised entirely of units that may be owned by one or more persons, and in which there is, appurtenant to each unit, an undivided share in common elements and is otherwise eligible under Florida Statutes Chapter 718.
- b. Subject property shall be located within the LMI Areas designated in the ILA.
- c. The property being acquired is subject to inspection to ensure that it is in good condition, meets HUD Housing Quality Standards and has no unpermitted improvements.
- d. Alternatively, the property shall be rehabilitated in conjunction with this program to meet HUD Housing Quality Standards, including correction of any unpermitted improvements. Prior to the commencement of any property acquisition or rehabilitation work under this program Developer shall submit, for written approval by City staff or program administrator, a detailed scope of work documenting the corrective actions necessary to meet HUD Housing Quality Standards.
- e. Subject property shall conform to the City of Hollywood’s Zoning and Land Development Regulations regarding the use and density permitted.
- f. The purchase price of the property being acquired shall not exceed the appraised value in its “AS IS” condition.

- g. The maximum amount of financial assistance, including acquisition cost, rehabilitation, and developer fees shall not exceed the lesser of \$500,000.00, or \$125,000.00 per unit.

**2. Standards for Housing Rehabilitation**

- a. Florida Building Code, as amended from time to time.
- b. Hollywood Code of Ordinances and Hollywood Zoning & Land Development Regulations, as amended from time to time.
- c. City of Hollywood Housing Rehabilitation Specifications.
- d. City of Hollywood Landscape Manual.
- e. The City of Hollywood has established a Green Team Advisory Committee to make recommendations to the City Commission to develop target environmental goals and implementation plans. Based upon certain recommendations from the Committee, the City Commission passed and adopted mandatory Green Building Practices for new construction and major renovations. Any and all new construction and major renovations funded under the Programs set forth in these policies, shall comply with the requirements set forth in any applicable rules, regulations or ordinances relating to these Green Building Practices.

**3. Developer Financial Terms:**

- a. Financial assistance will be provided in the form of a zero percent (0%) interest, deferred-payment loan to acquire and rehabilitate properties for future sale to eligible end-buyers.
- b. The selling price of the property to the end-buyer shall not exceed the lesser of 90% of the most current average area purchase price for Broward County, as published by the Florida Housing Finance Corporation, or the appraised value of the property.
- c. For projects involving multiple units, the City shall recapture the total amount of its investment when the sale of the final unit to an eligible end-buyer closes.
- d. Financial assistance will be provided to end-buyers only in the amount necessary to keep housing expenses affordable and to meet lender underwriting standards, closing costs and down payment expenses. The amount available to end-buyer will be based upon their ability to repay a mortgage issued by a private lender. End-buyer is required to spend at least 25%, but no more than 35%, of their gross income for housing expenses (mortgage principal and interest, property taxes, property insurance and Homeowner Association dues, if applicable). The end-buyer's total debt ratio (including housing costs) shall not exceed 45%. The

maximum amount of financial assistance available to end-buyers is \$50,000.00.

- e. The end-buyer's first mortgage must be a fixed-rate conventional mortgage, master mortgage, bond, or governmental loan with no pre-payment penalty. Interest only, balloon, option, Adjustable Rate Mortgages (ARMS) and subprime loans are ineligible. The maximum interest rate to be charged on the first mortgage will be set on the first business day of each month, and may not exceed 2.0% over the Fannie Mae 30-year, 60-day mandatory delivery rate. The interest rate cap is effective for the entire month.
- f. Failure on the Developer's part to rehabilitate subject property to meet HUD Housing Quality Standards and sell the property to an eligible end-buyer within one year from the date the Developer purchased the unit will be considered a default under the City's Mortgage and Promissory Note, and the City may pursue repayment and all other applicable legal remedies.
- g. Developer shall maintain subject property in accordance with all applicable codes, regulations and statutes while the property is in Developer's possession. Developer shall maintain the property in order to prevent waste, impairment or deterioration, and the City may monitor the property to assure compliance. Failure on the Developer's part shall be considered a default under the City's Mortgage and Promissory Note, and the City may pursue repayment and all other applicable legal remedies.

#### **4. Homebuyer Eligibility**

- a. The homebuyer shall meet applicable requirements regarding maximum household income of not more than 120% of AMI, adjusted for family size.
- b. The homebuyer shall be a veteran, or age 55, or older.
- c. There is no minimum income; however, the homebuyer must have sufficient income to service the debt and properly maintain the housing unit.
- d. Homebuyer shall participate in a pre-qualification review which includes the submission of all information and documentation necessary to establish eligibility for participation in the program.
- e. Homebuyer shall be a United States Citizen or legal resident, shall own and occupy the subject property as their primary residence, and shall comply with all terms and conditions of the program.
- f. The homebuyer must have the financial capacity to secure a loan from a private lender for a portion of the cost for the housing unit or have the financial capacity to become a resident shareholder within a senior cooperative unit. Financial assistance provided by

the City will only be used to subsidize a private loan in order to decrease the buyer's monthly housing costs, to pay closing costs, and serve as a portion of the down payment or to subsidize the one-time share cost down payment to become a resident shareholder within a senior cooperative.

- g. Upon applying to participate in the Acquisition with Rehabilitation Multi-Family Housing Program, applicant must document proof of liquid assets on deposit of no less than 3% of the private loan amount.

**5. Homebuyer Financial Terms:**

- a. Financial assistance will be provided in the form of a Conditional Grant requiring the homebuyer to maintain the home as an affordable unit for a period of not less than 10 years. The 10-year Affordability Period shall be secured by a Declaration of Restrictive Covenants, City Lien, Personal Guarantee or other acceptable form of security instrument(s).
- b. Level of Assistance: Financial assistance will be provided only in the amount required to keep housing expenses affordable and to meet lender underwriting standards, closing costs and down payment expenses. The amount available to homebuyer will be based upon their ability to repay a private lender loan. Applicant is required to spend at least 25%, but no more than 35%, of their gross income for housing expenses (mortgage principal and interest, property taxes, property insurance, and Homeowner Association dues if applicable). The total debt ratio (including housing costs) shall not exceed 45%. The maximum amount of financial assistance available to end-buyer is \$50,000.00.
- c. The amount of the City Lien due at the end of the Affordability Period, or at such time the beneficiary seeks satisfaction of the City Lien, shall reflect an annual reduction of 1/10<sup>th</sup> of the City's total investment.
- d. If the home is sold, rented, ceases to be the primary residence of the beneficiary, or is transferred or conveyed by any other means during the Affordability Period, the City Lien shall be immediately due and payable, with the amount due reflecting an annual reduction of 1/10<sup>th</sup> of the City's total investment beginning on the date the conditional grant was issued and ending on the date the status of the property changed. If the property is sold as part of a Community Land Trust transaction, the City Lien may be assumed by the new purchaser.
- e. The beneficiary shall maintain the property in accordance with all applicable codes and regulations in order to prevent waste,

impairment or deterioration. Failure on the beneficiary's part shall be considered a default under the City's Lien, and the City may recapture its investment using the appropriate legal remedies.

**6. Homebuyer Loan Security and Limitations**

- a. Beneficiary shall maintain fire, hazard, flood, and windstorm (where applicable) insurance coverage in an amount sufficient to cover all loans against the property, with the City named as loss payee.
- b. If the beneficiary defaults on a superior mortgage, the City shall, whenever possible, recapture the entire amount of the City's indebtedness pursuant to the terms and conditions of the City Lien. Upon foreclosure by the superior mortgagee, the City may pursue any and all applicable legal remedies against the beneficiary pursuant to the City's Lien.

**7. Existing Mortgage Transactions**

Upon the beneficiary's request to refinance, satisfy and/or subordinate the City's Lien, the following guidelines shall apply.

**a. Refinancing Requests and Subordination**

Under the terms and conditions of the City's Lien, full payment of the indebtedness is due upon rental, sale or transfer of the property within the Affordability Period. The City may subordinate its lien, provided the combined Loan-to-Value Ratio does not exceed ninety percent (90%). Generally, the City will not subordinate its lien to allow cash out, except to facilitate additional housing unit repairs, educational or medical expenses, subject to verification by City staff or Program Administrator. The Community Development Manager, or designee, is authorized to make any administrative decision concerning Refinance Requests and Subordination that does not conflict with applicable ILA requirements or other regulations, laws or ordinances.

**b. Release of Lien**

The City Manager is authorized to execute and deliver Release of the City's Lien upon the recommendation of the Community Development Manager and the City Attorney

or their designee(s). All written satisfaction requests not associated with a default of a superior lien, or full payment of the City's Lien, will be considered based upon demonstration of financial benefit to the City. Any such determination that a request to release a City Lien should be approved shall be forwarded to the Director of Financial Services and the collection or waiver in whole or part of a settlement of the City's Lien shall be completed in accordance with Section 38.75 of the City of Hollywood Code of Ordinances. The Community Development Division will record each Release of Lien in Broward County Records. The homebuyer is responsible for paying all applicable recording fees of said Release of Lien via a Money Order, Cashier's Check, Title Company or Law Firm check made payable to the City of Hollywood.

c. **Assumption of Lien**

When a property rehabilitated and purchased with CCF funds transfers ownership other than through sale, such as inheritance, the new owner may apply for an assumption of the City's Lien and execute a new Personal Guarantee, providing he/she occupies the home as their primary residence and qualifies under the program and income limits in place at the time of transfer of ownership. Otherwise, the City Lien shall immediately become due and payable. The Community Development Manager is authorized to negotiate a repayment schedule for persons who come into ownership of the subject property by inheritance, or similar circumstances, when necessary to maintain housing affordability.

C. **Acquisition with Rehabilitation Multi-Family Housing – Rental Occupancy**

1. **Property Eligibility**

- a. Property containing two or more units under a single folio or tax identification number, and townhomes (series of two or more units). Subject properties may be incorporated in a Community Land Trust, as defined in Florida Statutes, Section 193.018 (1). Mobil homes and co-operatives are not eligible.
- b. Subject property shall be located within the LMI Areas designated in the ILA.

- c. The property is subject to inspection to ensure that it is in good condition, meets HUD Housing Quality Standards and has no unpermitted improvements.
- d. Alternatively, the property shall be rehabilitated in conjunction with this program to meet HUD Housing Quality Standards, including correction of any unpermitted improvements. Prior to the commencement of any property acquisition or rehabilitation work under this program, the Developer shall submit, for written approval by City staff or program administrator, a detailed scope of work documenting the corrective actions necessary to meet HUD Housing Quality Standards.
- e. Subject property shall conform to the City of Hollywood's Zoning and Land Development Regulations regarding the use and density permitted.
- f. The purchase price of the property to be acquired shall not exceed the appraised value in its "AS IS" condition.
- g. The maximum amount of financial assistance, including acquisition cost, rehabilitation, and developer fees shall not exceed the lesser of \$500,000.00 or \$125,000.00 per unit.

## **2. Standards for Housing Rehabilitation**

- a. Florida Building Code, as amended from time to time.
- b. Hollywood Code of Ordinances and Hollywood Zoning & Land Development Regulations, as amended from time to time.
- c. City of Hollywood Housing Rehabilitation Specifications.
- d. City of Hollywood Landscape Manual.
- e. The City of Hollywood has created a Green Team Advisory Committee to make recommendations to the City Commission to develop target environmental goals and implementation plans. Based upon certain recommendations from the Committee, the City Commission passed and adopted mandatory Green Building Practices for new construction and major renovations. Any and all new construction and major renovations funded under the Programs set forth in these policies, shall comply with the requirements set forth in any applicable rules, regulations or ordinances relating to these Green Building Practices.

## **3. Developer/Landlord Financial Terms:**

- a. Financial Assistance will be provided in the form of a zero percent interest (0%), deferred-payment loan with a term of 15 years to acquire and rehabilitate properties to produce affordable rental units for eligible beneficiaries. Under the terms and conditions of the City's Lien, the entire amount of the debt shall be forgiven at the end of the Affordability Period.
- b. The Developer/Landlord shall maintain the property as an affordable housing unit for a period of 15 years, which shall be secured by Declaration of Restrictive Covenants.
- c. The City may declare the principal balance of the loan due in full at any time prior to the maturity date, if the Developer/Landlord defaults on any of the terms or conditions of the Declaration of Restrictive Covenants or the City Lien.
- d. Failure on the part of the Developer/Landlord to repair the property to meet HUD Housing Quality Standards and rent the property to an eligible beneficiary within one year from the date of acquisition will be considered a default under the City's Lien, and the City may pursue repayment and all other applicable legal remedies.
- e. Developer/Landlord shall maintain the property in accordance with all applicable codes and regulations. Developer/Landlord shall maintain the property in order to prevent waste, impairment or deterioration, and the City may monitor the property to assure compliance. Failure on the part of the Developer/Landlord shall be considered a default under the City's Lien wherein the City may pursue repayment and all other applicable legal remedies.

4. **Developer/Landlord Security and Limitations**

- a. Developer/Landlord shall maintain fire, hazard, flood, and windstorm (where applicable) insurance coverage in an amount sufficient to cover all loans against the property, with the City named as loss payee.
- b. If the Developer/Landlord defaults on a superior mortgage, the City shall recapture the entire amount of the City's indebtedness pursuant to the terms and conditions of the City Lien. Upon foreclosure by a superior mortgagee, the City may pursue any and all applicable legal remedies against the owner pursuant to the City's Lien.



5. **Existing Mortgage Transactions**

Upon a request by Developer/Landlord to refinance, satisfy and/or subordinate the City's Lien, the following guidelines shall apply.

a. **Refinancing Requests and Subordination**

Under the terms and conditions of the City's Lien, full payment of the indebtedness, along with a proportionate share of the net proceeds equivalent to the percentage of "Total Development Cost" contributed by the City is due upon sale or transfer of the property within the Affordability Period. "Total Development Cost" includes the City's investment plus investments from other sources contributed toward the initial acquisition and rehabilitation of the unit. The City may subordinate its lien, provided the combined Loan-to-Value Ratio does not exceed ninety percent (90%). Generally, the City will not subordinate its lien to allow cash out except to facilitate additional housing unit repairs, subject to verification by City staff or Program Administrator. The Community Development Manager, or designee, is authorized to make any administrative decision concerning Refinance Requests and Subordination that does not conflict with applicable ILA requirements or other regulations, laws or ordinances.

b. **Release of Lien**

The City Manager is authorized to execute and deliver Release of the City's Lien upon the recommendation of the Community Development Manager and the City Attorney or their designee(s). All written satisfaction requests not associated with a default of a superior lien, or full payment of the City's Lien, will be considered based upon demonstration of financial benefit to the City. Any such determination that a request to release a City Lien should be approved shall be forwarded to the Director of Financial Services and the collection or waiver in whole or part of a settlement of the City's Lien shall be completed in accordance with Section 38.75 of the City of Hollywood Code of Ordinances. The Community Development Division will record each Release of Lien in Broward County Records. The Developer/Landlord is responsible for paying

all applicable recording fees of said Release of Lien via a Money Order, Cashier's Check, Title Company or Law Firm check made payable to the City of Hollywood.

c. **Assumption of Lien**

When a rental property acquired and/or rehabilitated with CCF funds transfers ownership other than through sale, the new owner may apply for an assumption of the City Lien and execute a new Personal Guarantee, or other appropriate security instrument, providing the new owner maintains the conditions of the Declaration of Restricted Covenants. Otherwise, the remainder of the City Lien shall immediately be due and payable. The Community Development Manager is authorized to negotiate payment schedules for persons who come into ownership of the subject property by inheritance, or a similar circumstance, when it is necessary to maintain or preserve housing affordability.

6. **Rent Restrictions**

a. **Rents**

The Developer/Landlord shall restrict both the rent and the occupancy of the assisted rental unit for the entirety of the Affordability Period, a minimum of 15 years. The income of the tenants and the gross rents must not exceed the Combined Income Limits and Rent Limits for the 80% of AMI Category for Broward County posted annually by the Florida Housing and Finance Corporation. Gross rent is rent charged by the Developer/Landlord, plus an allowance for tenant-paid utilities, as contained within the most recent Hollywood Housing Authority Utility Allowance Schedule.

b. **Lease**

The tenant must execute a written lease for a term of not less than one year. The Lease shall not contain any of the following conditions:

- i. Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

- ii. Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
- iii. Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- iv. Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- v. Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- vi. Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;
- vii. Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
- viii. Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

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## **RENT ASSISTANCE FOR ESSENTIAL EMPLOYEES**

### **Table of Contents:**

<b><u>Sections</u></b>	<b><u>Contents</u></b>	<b><u>Pg.</u></b>
<b><u>I.</u></b>	<b><u>Introduction</u></b>	<b><u>60</u></b>
<b><u>II.</u></b>	<b><u>Administrator Selection</u></b>	<b><u>60</u></b>
<b><u>III.</u></b>	<b><u>Source of Funding</u></b>	<b><u>60</u></b>
<b><u>IV.</u></b>	<b><u>Eligibility Criteria</u></b>	<b><u>61</u></b>

### **I. Introduction**

An objective of the ILA is to offer financial assistance to low- and moderate-income households to make housing affordable. The Rent Assistance for Essential Employees Program provides temporary rental assistance for Essential Employees, as defined herein, who reside in Hollywood, thereby preserving housing affordability.

### **II. Administrator Selection**

Program Administrator may be selected in one of the following ways: 1) via a competitive process that requires Administrator to document their experience in administering rent assistance programs or providing rental assistance, and prove financial capacity sufficient to administer the program; 2) via an unsolicited proposal process governed by Section 287.0512 of Florida Statutes and processed in accordance with Chapter 30 of the City of Hollywood Code of Ordinances; 3) as a Best Interest and Sole Source designation allowed in Chapter 38 of the City of Hollywood Code of Ordinances.

### **III. Source of Funding**

Funding for the Essential Employee Rent Assistance Program is provided by “County Contribution Funds” (CCF) derived from the Interlocal Agreement Among Broward

County, the City of Hollywood, and the City of Hollywood Community Redevelopment Agency Regarding Funding for Affordable Housing.

**IV. Eligibility Criteria**

**A. Program Eligibility**

The Essential Employee Rent Assistance Program meets the ILA objective of providing an affordable housing program that is wholly located within the LMI Areas designated in the ILA.

**B. Tenant Eligibility**

Applicant Tenant(s) shall meet applicable requirements regarding maximum household income of not more than 120% of AMI, adjusted for family size. Applicant must be currently employed as an Essential Employee, as described in Section IV (C).

**C. Essential Employees**

Essential Employees include persons employed by Broward County, City of Hollywood, City of Hollywood Community Redevelopment Agency, Hollywood Housing Authority, primary- and secondary-level educators, health care workers, and child care workers.

**D. Property Eligibility**

1. Detached, single family homes, townhomes, condominiums, and multi-family units are eligible property types. Mobile homes are not eligible.
2. Subject property must be located within the LMI Areas designated in the ILA.
3. The property is subject to inspection to ensure that it is in good condition, meets HUD Housing Quality Standards and has no unpermitted improvements.
4. The property shall conform to the City of Hollywood's Zoning and Land Development Regulations regarding the use and density permitted.
5. Rents must not exceed HUD Fair Market Rents (FMRs).
6. The beneficiary must execute a written lease for a term of not less than one year. The lease shall not contain any of the following conditions:
  - a. Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

- b. Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
- c. Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- d. Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- e. Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- f. Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;
- g. Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
- h. Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

#### **E. Financial Terms**

- 1. Financial assistance will be provided in the form of a Rent Subsidy Grant in an amount sufficient to cover first and last month's rent. Additionally, beneficiary is eligible for a monthly Rent Subsidy Grant in an amount sufficient to reduce the beneficiary's cost of housing (rent and utilities) to an amount that does not exceed 30% of their household income. The Rent Subsidy Grant shall be paid directly to the landlord. Financial assistance will be provided to coincide with the term of a one-year lease. Prior to the expiration of the lease, the beneficiary may apply for renewal of rent subsidy for an additional one-year period, providing the beneficiary still qualifies for the program and the terms and conditions of the new lease meet program requirements. Beneficiaries are eligible for rent assistance for a maximum of 24 months per household.

2. A new participant that is currently in a lease for housing where the participant desires to remain must execute a new one-year lease meeting the terms and conditions of this policy. The beneficiary is eligible for a Rent Subsidy Grant in accordance with Section IV (E)(1) of this policy.

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## **RELOCATION ASSISTANCE FOR EMPLOYEES OF TARGET INDUSTRY BUSINESSES**

### **Table of Contents:**

<b><u>Sections</u></b>	<b><u>Contents</u></b>	<b><u>Pg.</u></b>
<b><u>I.</u></b>	<b><u>Introduction</u></b>	<b><u>64</u></b>
<b><u>II.</u></b>	<b><u>Source of Funding</u></b>	<b><u>64</u></b>
<b><u>III.</u></b>	<b><u>Eligibility Criteria</u></b>	<b><u>64</u></b>

### **I. Introduction**

An objective of the ILA is to offer financial assistance to low- and moderate-income households to make housing affordable. The Relocation Assistance for Employees of Target Industry Businesses Program is available for use by the City as an incentive to retain and recruit Target Industry Businesses by providing financial assistance to aid in relocation of certain new employees of these businesses.

### **II. Source of Funding**

Funding for the Relocation Assistance for Employees of Target Businesses Program is provided by "County Contribution Funds" (CCF) derived from the Interlocal Agreement Among Broward County, the City of Hollywood, and the City of Hollywood Community Redevelopment Agency Regarding Funding for Affordable Housing.

### **III. Eligibility Criteria**

#### **A. Program Eligibility**

The Relocation Assistance for Target Industry Businesses Program meets the ILA objective of providing an affordable housing program that is wholly located within the LMI Areas designated in the ILA.



## **B. Business Eligibility**

Target Industries include the following:

- Healthcare/Life Sciences
- Aerospace/Aviation
- Professional Services
- Information Technology
- Marine
- Any industry designated as a “Target industry business” under the State of Florida’s Qualified Target Industry (“QTI”) program, Section 288.106(1) of Florida Statutes.

The Hollywood City Commission may, at its discretion, waive the eligible industry requirement upon the recommendation of staff.

A “Target Industry Business” is a business that is engaged in a Target Industry that the City has determined to provide needed employment, goods or services within the city. All applicants are evaluated on an individual basis and therefore operating in a Target Industry does not guarantee eligibility.

## **C. Employee Eligibility**

Employees eligible for assistance are those persons: 1) relocating from outside of Hollywood to an LMI Area designated in the ILA; and 2) employed by a Target Industry Business (or a business that the City Commission has deemed eligible) in a position that pays a living wage in accordance with the Broward County Living Wage Calculator and whose household income does not exceed 120% of AMI, adjusted for family size.

## **D. Property Eligibility**

1. Detached, single family homes, townhomes, condominiums, and multi-family units are eligible property types. Mobile homes are not eligible.
2. Subject property must be located within the LMI Areas designated in the ILA.
3. The property is subject to inspection to ensure that it is in good condition, meets HUD Housing Quality Standards and has no unpermitted improvements.
4. The property shall conform to the City of Hollywood’s Zoning and Land Development Regulations regarding the use and density permitted.

**E. Financial Terms**

1. Financial assistance will be provided in the form of a Rent Subsidy Grant in an amount sufficient to cover first and last month's rent, not to exceed a total investment of \$5,000.00 per eligible employee.
2. Financial assistance will be provided to the employee through the employer upon receipt by the City of a qualified application, along with documentation of the amount of the first and last month's rent.
3. Payment will be processed in accordance with the City's vendor payment policy.

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## **POLICE OFFICER NEXT DOOR RENT ASSISTANCE PROGRAM**

### **Table of Contents:**

<b><u>Sections</u></b>	<b><u>Contents</u></b>	<b><u>Pg.</u></b>
<b><u>I.</u></b>	<b><u>Introduction</u></b>	<b><u>67</u></b>
<b><u>III.</u></b>	<b><u>Source of Funding</u></b>	<b><u>67</u></b>
<b><u>IV.</u></b>	<b><u>Eligibility Criteria</u></b>	<b><u>67</u></b>

### **I. Introduction**

An objective of the ILA is to offer financial assistance to low- and moderate-income households to make housing affordable. The Police Officer Next Door Rent Assistance Program provides temporary rental assistance for sworn Police Officers who reside in select locations within LMI Areas designated in the ILA.

### **II. Source of Funding**

Funding for the Officer Next Door Rent Assistance Program is provided by “County Contribution Funds” (CCF) derived from the Interlocal Agreement Among Broward County, the City of Hollywood, and the City of Hollywood Community Redevelopment Agency Regarding Funding for Affordable Housing.

### **III. Eligibility Criteria**

#### **A. Program Eligibility**

The Police Officer Next Door Rent Assistance Program meets the ILA objective of providing an affordable housing program that is wholly located within the LMI Areas designated in the ILA.

**B. Tenant Eligibility**

Tenant(s) must meet applicable requirements regarding maximum household income of not more than 120% of AMI, adjusted for family size. Tenant must be a sworn Police Officer currently employed by the City of Hollywood who has been issued a marked, take-home police vehicle during the term of the assistance.

**C. Property Eligibility**

1. Detached, single family homes, townhomes, condominiums, and multi-family rental properties containing two or more units are eligible property types. Mobile homes are not eligible.
2. Subject property must be in a location, approved by City staff, where: a) the site configuration allows unobstructed view of a marked police vehicle from the public right-of-way; and, b) staff can identify benefits for the surrounding community based on the presence of a marked police vehicle being parked at the property.
3. The property is subject to inspection to ensure that it is in good condition, meets HUD Housing Quality Standards and has no unpermitted improvements.
4. The property shall conform to the City of Hollywood's Zoning and Land Development Regulations regarding the use and density permitted.
5. Rents must not exceed HUD Fair Market Rents (FMRs).
6. The beneficiary must execute a written lease for a term of not less than one year. The lease shall not contain any of the following conditions:
  - a. Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
  - b. Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
  - c. Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
  - d. Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
  - e. Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil

- court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- f. Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;
  - g. Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
  - h. Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

**D. Financial Terms**

Financial assistance will be provided in the form of a Rent Subsidy Grant in an amount sufficient to cover first and last month's rent. Additionally, beneficiary is eligible for a monthly Rent Subsidy Grant in an amount of 50% of monthly rent. The Rent Subsidy Grant shall be paid directly to the landlord. Financial assistance will be provided to coincide with the term of a one-year lease. The beneficiary may apply for renewal of rent subsidy for an additional one-year period, providing the beneficiary still qualifies for the program and the terms and conditions of the new lease meet program requirements. Beneficiaries are eligible for rental assistance for a maximum of 24 months per household.

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