

OKEECHOBEE COUNTY

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)



FISCAL YEARS COVERED
2010/2011, 2011/2012 AND 2012/2013

- I. **PROGRAM DESCRIPTION:** *Chapter 67-37.005 F.A.C. and Section 420.9072, F.S.*
- A. **Name of the participating local government and interlocal agreement if applicable:**
Section 420.9072(5), F.S.

County of Okeechobee, Florida.

Okeechobee County has no interlocal agreement applicable to the SHIP Program.
- B. **Purpose of the program:** *Section 420.9072, F.S. and Chapter 67-37.005(3), F.A.C.*
Creation of the Plan is for the purpose of meeting the housing needs of the very-low, low and moderate income households, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing.
- C. **Fiscal years covered by the Plan:** *Chapter 67-37.002, F.A.C.*
This Plan will be effective for three (3) years encompassing state fiscal years 2010/2011, 2011/2012 and 2012/2013 for all strategies.
- D. **Governance:** *Chapter 67-37.005(3) and (5)(i) F.A.C. and Section 420.9071(14) F.S.*
The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37.007 Florida Administrative Code. The SHIP Program furthers the housing element of the local government Comprehensive Plan. Cities and Counties must at all times be in compliance with these applicable statutes and rules.
- E. **Local Housing Partnership:** *Section 420.9072(1)(a), F.S.*
The SHIP Program encourages building active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups.
- F. **Leveraging:** *Chapter 67-37.007(1)(b)(c), F.A.C. and Section 420.9075(1)(a) and (1)(b), and (1)(c), F.S.*
The Plans are intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and also by using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs. The owner-occupied rehabilitation program is also coordinated with other forms of public funds such as Rural Housing Services (RHS), Community Development Block Grant (CDBG), Housing and Urban Development HOME Investment Partnership Program (HOME) and the Weatherization Assistance Program (WAP) to provide for the extensive repair needs of Okeechobee's older housing stock.
- G. **Public Input:** *Chapter 67-37.005(3), F.A.C.*
Public input was solicited through face-to-face meetings with housing providers, social service providers, local lenders, and neighborhood associations. Public input was also solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.
- H. **Advertising and Outreach:** *Chapter 67-37.005(6)(a), F.A.C.*
The county or eligible municipality or its administrative representative shall advertise the notice of funding availability in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

- I. **Discrimination:** *Section 420.9075(3)(c), F.S.*
In accordance with the provisions of s. 760.20-760.37, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.
- J. **Support Services and Counseling:** *Chapter 67-37.005(5)(g), F.A.C.*
Support services are available from various sources. A homebuyer's education course is required by all SHIP Purchase Assistance Recipients. Those receiving SHIP funds for purchase assistance may obtain the training either by the lender or through the Okeechobee County Housing office.
- K. **Purchase Price Limits:** *Section 420.9075(4)(c), F.S. and Chapter 67-37.007(6), F.A.C.*
The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. Maximum purchase prices are not to exceed 90% of median area purchase price for Okeechobee County as established by U.S. Treasury Proclamation 2009-18 or as updated from time to time.
- L. **Income and Rent Limits and Affordability:** *Chapter 67-37.005(5)(e), F.A.C. and Section 420.9071(2), F.S.*
The Income and Rent Limits used in the SHIP Program are updated annually from the Department of Housing and Urban Development and distributed by Florida Housing Finance Corporation. Affordable means that monthly rents or mortgage payments including taxes and insurance do not exceed 30% of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 (19), (20) and (28), F.S. However it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.
- M. **Welfare Transition Program:** *Chapter 67-37.005(6)(b)(7)F.A.C.*
Should an eligible sponsor be used, the County has developed a qualification system and selection criteria for applications for Awards to eligible sponsors, which includes a description that demonstrates how eligible sponsors that employed personnel from the Welfare Transition Program will be given preference in the selection process.
- N. **Monitoring and First Right of Refusal:** *Section 420.9075(3)(e) and (4) (f), F.S.*
In the case of rental housing, the staff or entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$3,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored for at least annually for 15 years or the term of assistance which ever is longer unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible

persons.

- O. Administrative Budget:** *Chapter 67-37.005(6)(f)3, F.A.C.*
A detailed listing including line-item budget of proposed Administrative Expenditures is attached as **Exhibit A**. These are presented on an annual basis for each State fiscal year submitted.

The County finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan. A county or an eligible municipality may not exceed the 5% limitation on administrative costs, unless its governing body finds, by resolution, that 5% of the local housing distribution plus 5% of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10% of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10% of program income for administrative costs.

Okeechobee County has adopted the above findings in the attached resolution, **Exhibit E**.

- P. Program Administration:**
Administration of this Local Housing Assistance Plan is the responsibility of Okeechobee County.
- Q. Essential Service Personnel:** *Chapter 67-37.002(8), F.A.C. and Chapter 67-37.005(8), F.A.C; Section 420.9075(3)(a) F.S.*
Essential Service Personnel include, but are not limited to, teachers and educators, other school district, community college, and university employees, police and fire personnel, and health care personnel.

II. HOUSING STRATEGIES: *Chapter 67-37.005(5), F.A.C.*

A. Purchase Assistance

- a. For this strategy, funds are provided to reduce the total cost of purchasing a home. Eligible units may be newly constructed or existing units. Mobile homes and homes with in ground pools are not eligible purchases. SHIP funds will cover eligible costs including down payment, closing costs and interest rate buy-down. Funds will also cover repairs to cure code violations in order to ensure safe and sanitary habitation on existing unit purchases. Evidence of repairs must be adequately documented. All contractors involved in repairing and curing code violations will be encouraged to incorporate green building designs and other elements to reduce long-term costs. Institutional first mortgage lenders, USDA Rural Housing Services, and approved mortgage companies may provide first mortgage lending. See **Exhibit G** for more detail on acceptable lenders.
- b. This Strategy will be effective for three (3) years encompassing state fiscal years 2010-2011, 2011-2012, and 2012-2013.
- c. Households with annual income not exceeding 120% of median income are eligible for assistance under this strategy.
- d. The maximum award for very low-income applicants whose household income does not exceed 50% of the median area income is \$40,000. Low-income applicants whose household income does not exceed 80% of the median area income are

eligible for up to \$25,000 of assistance. Moderate-income applicants whose household income does not exceed 120% of the median area income are eligible for a maximum of \$15,000 of assistance.

- e. The term of first mortgage may not exceed thirty (30) years unless a RHS 502 mortgage is utilized. RHS 502 mortgages are amortized over thirty-three (33) years as required by the USDA. SHIP purchase assistance will be provided in the form of a zero percent (0%) interest Deferred Payment Loan Agreement. The Deferred Payment Loan Agreement will be a recorded second lien on the property. Provided that the Owner is not in default under the terms of the Deferred Payment Loan Agreement the Loan shall be forgiven each month of term until the full amount of the loan is forgiven. The first reduction shall be deemed to be made on the thirty-first day of the term and on the same day of each month thereafter. SHIP recipients in this strategy are required to contribute a minimum of \$750.00 if very-low income, \$1,000.00 if low income, and \$1,250.00 if moderate income towards the purchase. The award amounts and terms of the loans are listed below:

<u>Income Category</u>	<u>Amount of Assistance</u>	<u>Loan Term</u>
Very-low Income	\$0.00 - \$25,000.00	10 years
	\$25,000.01 - \$40,000.00	15 years
Low Income	\$0.00 - \$15,000.00	10 years
	\$15,000.01 - \$25,000.00	15 years
Moderate Income	\$0.00 - \$8,000.00	10 years
	\$8,000.01 - \$15,000.00	15 years

The prorated balance of the Deferred Payment Loan Agreement shall become due and payable within 30 days if any of the following occur:

1. **Sale.** Sale or transfer of ownership of the property during the term of this Agreement, including sale by Agreement of Deed, leases with option to purchase, or assignment for the benefit of creditors.
2. **Occupancy.** Failure of the Owner to occupy the property as Owner's permanent residence for a period of more than forty-five (45) consecutive days.
3. **Maintenance.** Failure of the Owner to maintain the Property in such a manner as to prevent the waste, deterioration, damage, destruction or impairment of the Property. The County Code Compliance Department monitors properties in Okeechobee County that may start collecting misc. objects in the yards (old cars, parts, etc.), have overgrown lawns and also monitors if any extensive structural damage has happened to the property and therefore could lead to a code violation. If this happens, then the Housing Department is notified.
4. **Regulations.** Failure of the Owner to comply with all Local, State and Federal Laws and Regulations regarding building codes, zoning regulations and comprehensive plans.
5. **Program.** Failure of Owner to comply with all terms, conditions and regulations of the SHIP Program, the Okeechobee County Housing Assistance Plan, or the Housing Purchase Assistance Program.
6. **Agreement.** Failure of the Owner to comply with the terms of the Deferred Payment Loan Agreement.
7. **Other Liens.** Failure of the Owner to maintain any superior lien in a current condition or allow a subordinate lien without the written consent of the County. See **Exhibit J** for the County's Subordination Policy.

8. **Death.** In the event that all of the Owners shall die during the term of this agreement, upon the death of the last Owner, such event shall constitute a default unless one or more legal beneficiaries or heirs at law maintain the Property as their legal residence and qualify under the guidelines existing at the time of the Owner's death as eligible, very low-to-moderate income certified occupants. Such successors must execute an assumption agreement, which indicates their willingness to be bound by the terms of the original Agreement.
 9. **Bankruptcy.** The bankruptcy or insolvency of any Owner.
 10. **Misrepresentation.** Acts of misrepresentation, fraud or false statements by the Owner to Okeechobee County regarding the loan application process, the status of the property or compliance with the Agreement.
- f. Applicants are selected on a first-ready, first-served basis. For detailed Applicant Selection Criteria see **Exhibit H**.
- g. In the event that foreclosure proceedings have begun and a homeowner has been able to reach a reinstatement agreement with the superior lien holder, then the SHIP Administrator together with the County Administrator shall review the file and determine whether the SHIP mortgage shall be reinstated with the County. Each determination will be made on a case by case basis.

The following circumstances are accepted by Okeechobee County to reinstate the SHIP Mortgage:

- If the homeowner has reached an agreement with the first lender such that the mortgage term is being extended then the SHIP mortgage shall be reinstated beginning the month of the new mortgage term. A copy of the agreement and/or a statement explaining the new loan terms must be provided to Okeechobee County.
- If the homeowner refinances the loan with the current lender in order to get an interest rate reduction and make the monthly mortgage payment affordable, then the SHIP mortgage shall be reinstated beginning the month of the new mortgage term. A copy of all closing documents including but not limited to the executed modification agreement, and promissory note must be provided to Okeechobee County.
- If the homeowner has paid in full the past due amount including all late fees and attorney's fees or any additional fees incurred as a result of the foreclosure proceedings, then an executed reinstatement letter from the first lender and proof of payment shall be provided to Okeechobee County.

The following are not acceptable circumstances and will require the SHIP mortgage be paid together with any and all fees incurred as a result of the foreclosure proceedings.

- The homeowner may not refinance the first mortgage with a new lender in order to pay off the prior mortgage to stop the foreclosure. (The County Administrator and SHIP Administrator will carefully examine each case and the homeowner may appeal any decision made.)
- The homeowner may not refinance the first mortgage with the current lender to receive cash or consolidate debt.
- The homeowner may not obtain an additional lien against the property in order to bring the first mortgage current and stop the foreclosure.

*Reinstatement is contingent upon the Borrower reimbursing the county for its

attorneys fees and costs.

B. Owner-Occupied Rehabilitation

- a. Funds will be provided for repairs and rehabilitation of substandard owner-occupied single family units (mobile homes are not eligible). The intent of this activity is to emphasize the upgrading of elderly (age 62 or older), very low and low-income homeowner conditions by increasing the funds available for renovation of deteriorated homes. Contractors involved in the renovations will be encouraged to provide green building principles and other elements that will reduce long-term costs, relating to maintenance, utilities, or insurance.
- b. This Strategy will be effective for three (3) years encompassing state fiscal years, 2010-2011, 2011-2012, and 2012-2013.
- c. Although applicant's income level may not exceed 80% of the Okeechobee County median income adjusted for family size, preference will be given to elderly homeowners (age 62 or older) and households with an annual income at or below 50% of median.
- d. Repairs as determined by the Housing Code Inspector are given priority and shall be addressed first. These repairs may include, but are not limited to code violations as determined by the most recently adopted Florida Standard Building Code, Florida Plumbing Code, Florida Mechanical Code, and the most recently adopted National Electrical Code. Repairs may include but are not limited to roof repairs, dangerous electrical conditions, lack of adequate water or sewer to the home, and handicapped accessibility or other conditions, which could be dangerous to the occupant if left uncorrected. Repairs above and beyond code violation repairs are considered based on the availability of funding and necessity of the repair. Aesthetic upgrades and repairs are not covered by this program. The maximum award for this strategy is \$20,000 per unit.

Rehabilitation will be provided in the form of a 0% interest, seven year Deferred Payment Loan Agreement, recorded in either first or second lien position and the prorated balance shall become due and payable within 30 days if any of the following occur:

- 1. **Sale.** Sale or transfer of ownership of the property during the term of this Agreement, including sale by Agreement of Deed, leases with option to purchase, or assignment for the benefit of creditors.
- 2. **Occupancy.** Failure of the Owner to occupy the property as Owner's permanent residence for a period of more than forty-five (45) consecutive days.
- 3. **Maintenance.** Failure of the Owner to maintain the Property in such a manner as to prevent the waste, deterioration, damage, destruction or impairment of the Property. The County Code Compliance Department monitors properties in Okeechobee County that may start collecting misc. objects in the yards (old cars, parts, etc.), have overgrown lawns and also monitors if any extensive structural damage has happened to the property and therefore could lead to a code violation. If this happens, then the Housing Department is notified.
- 4. **Regulations.** Failure of the Owner to comply with all Local, State and Federal Laws and Regulations regarding building codes, zoning regulations and comprehensive plans.

5. **Program.** Failure of Owner to comply with all terms, conditions and regulations of the SHIP Program, the Okeechobee County Housing Assistance Plan, or the Housing Rehabilitation Assistance Program.
 6. **Agreement.** Failure of the Owner to comply with the terms of the Deferred Payment Loan Agreement.
 7. **Other Liens.** Failure of the Owner to maintain any superior lien in a current condition or allow a subordinate lien without the written consent of the County. See **Exhibit J** for the County's Subordination Policy.
 8. **Death.** In the event that all of the Owners shall die during the term of this agreement, upon the death of the last Owner, such event shall constitute a default unless one or more legal beneficiaries or heirs at law maintain the Property as their legal residence and qualify under the guidelines existing at the time of the Owner's death as eligible, very low-to-moderate income certified occupants. Such successors must execute an assumption agreement, which indicates their willingness to be bound by the terms of the original Agreement.
 9. **Bankruptcy.** The bankruptcy or insolvency of any Owner.
 10. **Misrepresentation.** Acts of misrepresentation, fraud or false statements by the Owner to Okeechobee County regarding the loan application process, the status of the property or compliance with the Agreement.
- e. Applicants are selected on a first-ready, first-served basis. For detailed Applicant Selection Criteria see **Exhibit I**.
- f. In the event that foreclosure proceedings have begun and a homeowner has been able to reach a reinstatement agreement with the superior lien holder, then the SHIP Administrator together with the County Administrator shall review the file and determine whether the SHIP mortgage shall be reinstated with the County. Each determination will be made on a case by case basis

The following circumstances are accepted by Okeechobee County to reinstate the SHIP Mortgage:

- If the homeowner has reached an agreement with the first lender such that the mortgage term is being extended then the SHIP mortgage shall be reinstated beginning the month of the new mortgage term. A copy of the agreement and/or a statement explaining the new loan terms must be provided to Okeechobee County.
- If the homeowner refinances the loan with the current lender in order to get an interest rate reduction and make the monthly mortgage payment affordable, then the SHIP mortgage shall be reinstated beginning the month of the new mortgage term. A copy of all closing documents including but not limited to the executed modification agreement, and promissory note must be provided to Okeechobee County.
- If the homeowner has paid in full the past due amount including all late fees and attorney's fees or any additional fees incurred as a result of the foreclosure proceedings, then an executed reinstatement letter from the first lender and proof of payment shall be provided to Okeechobee County.

The following are not acceptable circumstances and will require the SHIP mortgage be paid together with any and all fees incurred as a result of the foreclosure proceedings.

- The homeowner may not refinance the first mortgage with a new lender in order to pay off the prior mortgage to stop the foreclosure. (The County

Administrator and SHIP Administrator will carefully examine each case and the homeowner may appeal any decision made.)

- The homeowner may not refinance the first mortgage with the current lender to receive cash or consolidate debt.
- The homeowner may not obtain an additional lien against the property in order to bring the first mortgage current and stop the foreclosure.

*Reinstatement is contingent upon the Borrower reimbursing the county for its attorneys fees and costs.

C. Disaster Mitigation

- a. The Disaster Mitigation strategy provides emergency repair/rehabilitation assistance to households following a natural disaster as declared by executive order by the President of the United States, Governor of the State of Florida, or by Okeechobee County Board of County Commissioners. These repairs may include, but are not limited to, weatherproofing damaged homes; interim repairs to avoid further damage; construction of wells or repair of existing wells where public water is not available; post disaster assistance with non-insured repairs; and rehabilitation or rebuilding of owner occupied homes. The contractors involved in making the necessary repairs will be encouraged to provide innovative design and green building principles to reduce long-term costs, relating to maintenance, utilities, or insurance. This strategy will only be implemented in the event of a natural disaster using any funds that have not yet been encumbered once directed by the County Commission. Repairs will be determined by the Housing Code Inspector.
- b. This Strategy will be effective for three (3) years encompassing state fiscal years 2010-2011, 2011-2012, and 2012-2013.
- c. Although applicant's income level may not exceed 80% of the Okeechobee County median income adjusted for family size, preference will be given to elderly homeowners (age 62 or older) and households with an annual income at or below 50% of median.
- d. The maximum award for this strategy is \$20,000 per unit.

Disaster Mitigation will be provided in the form of a 0% interest, seven year Deferred Payment Loan Agreement, recorded in either first or second lien position and the prorated balance shall become due and payable within 30 days if any of the following occur:

1. **Sale.** Sale or transfer of ownership of the property during the term of this Agreement, including sale by Agreement of Deed, leases with option to purchase, or assignment for the benefit of creditors.
2. **Occupancy.** Failure of the Owner to occupy the property as Owner's permanent residence for a period of more than forty-five (45) consecutive days.
3. **Maintenance.** Failure of the Owner to maintain the Property in such a manner as to prevent the waste, deterioration, damage, destruction or impairment of the Property. The County Code Compliance Department monitors properties in Okeechobee County that may start collecting misc. objects in the yards (old cars, parts, etc.), have overgrown lawns and also monitors if any extensive structural damage has happened to the property and therefore could lead to a code violation. If this happens, then the Housing Department is notified.
4. **Regulations.** Failure of the Owner to comply with all Local, State and

- Federal Laws and Regulations regarding building codes, zoning regulations and comprehensive plans.
5. **Program.** Failure of Owner to comply with all terms, conditions and regulations of the SHIP Program, the Okeechobee County Housing Assistance Plan, or the Housing Purchase Assistance Program.
 6. **Agreement.** Failure of the Owner to comply with the terms of the Deferred Payment Loan Agreement.
 7. **Other Liens.** Failure of the Owner to maintain any superior lien in a current condition or allow a subordinate lien without the written consent of the County. See **Exhibit J** for the County's Subordination Policy.
 8. **Death.** In the event that all of the Owners shall die during the term of this agreement, upon the death of the last Owner, such event shall constitute a default unless one or more legal beneficiaries or heirs at law maintain the Property as their legal residence and qualify under the guidelines existing at the time of the Owner's death as eligible, very low-to-moderate income certified occupants. Such successors must execute an assumption agreement, which indicates their willingness to be bound by the terms of the original Agreement.
 9. **Bankruptcy.** The bankruptcy or insolvency of any Owner.
 10. **Misrepresentation.** Acts of misrepresentation, fraud or false statements by the Owner to Okeechobee County regarding the loan application process, the status of the property or compliance with the Agreement.
- e. Applicants will be selected on a first-ready, first-served basis. For detailed Applicant Selection Criteria see **Exhibit I**.

D. Rental Development

- 1) Funds may be provided, based on availability, to support the development of affordable HOME, HUD or FHFC assisted rental housing for eligible persons through new construction and property acquisition. The rental development project(s) will be undertaken in partnership with a local Community Housing Development Organization (CHDO), and/or 501©(3) non-profit affordable housing sponsor.
- 2) This Strategy will be effective for three (3) years encompassing state fiscal years 2010-2011, 2011-2012, and 2012-2013.
- 3) Maximum award per unit is \$20,000 based on the availability of funds.
- 4) Applicants occupying rental units must be very-low to low income with incomes at or below 80% of the County median income level as set forth by the HUD and/or FHFC. Preference is given to special needs applicants listed above.
- 5) Applications will be taken on a first-come, first-serve basis.
- 6) Preference will be given to those sponsors who employ personnel from the Welfare Transition Program. Sponsor must provide documented previous rental development experience and FHFC (HOME, SHIP, SAIL, LIHTC) financed rental development experience.
- 7) Repayment Provision: A deferred payment loan at a rate of 0% interest, secured by a note and mortgage, typically for a fifteen (15) year term, unless a longer term is specifically required by the Housing and Urban Development (HUD) agency or the Florida Housing Finance Corporation (FHFC), as a condition for the project financing. Said instrument will

be forgiven in annual increments over the full term of the mortgage assuming compliance with all SHIP, HOME, and/or SAIL requirements by the Sponsor agency. As defined in the applicable note and mortgage, full recapture of the SHIP, HOME and/or SAIL funds invested is required upon default, unless a forgiveness provision (depreciating balance) is incorporated into the note and mortgage, in which case the undepreciated balance shall be due and payable upon default. Terms and conditions must conform to the Federal HOME Investment Act provisions regarding the development of affordable rental housing by CHDO's or other non-profit sponsors.

- 8) **Monitoring and Resale Provisions:** Compliance monitoring shall be performed annually by the Okeechobee County SHIP Administrator or contracted monitoring agency, for a minimum of fifteen (15) years, by direct review of Sponsor agency documentation to establish compliance with SHIP, HOME and/or SAIL affordability requirements with respect to tenant occupancy, income levels and rent rates. However, any loan or grant in the original amount of \$3,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. In the case where projects are dually financed by the FHFC and local SHIP, HOME and/or SAIL funds, compliance documentation submitted by the Sponsor agency or the FHFC's contract monitor shall be deemed acceptable in meeting said requirement(s). The sale of properties assisted with SHIP, HOME and/or SAIL funds shall require approval of the BOCC and shall be acceptable (without repayment) only if the subsequent owner(s) agree to meet any remaining rental, occupancy and affordability obligations established in the development agreement, note and mortgage.
- 9) **Recapture Provision:** Assisted rental properties offered for sale prior to the end of the assistance expiration period must be subject to a right of first refusal for purchase at the current market value by eligible non-profit organizations that would provide continued occupancy to SHIP eligible persons.

III. LHAP INCENTIVE STRATEGIES: *Section 420.9071(16), F.S.*

- A. Definition of Affordable Housing** – Adopted by Ordinance No. 93-2 to conform to Chapter 420.9071 Florida Statutes. Covers all fiscal year's activities to present.
- B. Expedited Processing of Permits for Affordable Housing** – Permits as defined in s. 163.3164(7) and (8) for affordable housing projects are expedited to a greater degree than other projects. Adopted One Stop Permitting Process for Affordable housing projects by Ordinance No. 98-05. Expedited permitting covers all fiscal years' activities to present.

Expedited permitting is handled by the Building and Zoning Department. All affordable housing permits are flagged and followed through the entire permitting process. Because the Building department employees monitor the affordable housing permit files, those files get priority over other pending permits and therefore are expedited. Occasionally, the Building Department is contacted by email to verify that they are following the expedited permitting process.

- C. Ongoing Process of Review** – Staff will, on an ongoing basis, review, evaluate, and offer recommendations on all future ordinances, plans, regulations, policies and procedures that have an impact on the provision of affordable housing.

The County staff, Board of County Commissioners and the Affordable Housing Advisory Committee will review, monitor and provide recommendations concerning policies, procedures and specific initiatives to encourage or facilitate affordable housing within Okeechobee County. This process will include the review of the County's development

approval process in order to identify and eliminate any unnecessary impediments to affordable housing.

- D. **Description of Affordable Housing Project** – An Affordable Housing Project is described as a development project that has received government funding and that will provide housing to residents whose incomes are at or below 80% of the area median income.
- E. **Impact Fees** – Okeechobee County will allow funds from the SHIP Purchase Assistance Strategy to be used to pay the impact fees for new home construction projects for households with 80% or below area median income. No waiver of impact fees shall be granted.
- F. **Parking and Setback Requirements**- Okeechobee County currently has parking and set back requirements in the Okeechobee County Land Development Regulations Section 7.09.02. FUTURE PLAN: to amend the regulations to include a specific description of affordable housing projects.
- G. **Inventory List** – Pursuant to 125.379 F.S. Okeechobee County currently has an inventory list available through the building department. County staff will review and update this list annually.
- H. **Support of Development**- Any affordable housing development of 4 or more units shall solicit input, review and recommendations from the Affordable Housing Advisory Committee.

IV. EXHIBITS:

- A. **Administrative Budget for each fiscal year covered in the Plan.** Exhibit A.
- B. **Timeline for Encumbrance and Expenditure:** *Chapter 67-37.005(6)(d) and (f) F.A.C.*
A separate timeline for each fiscal year covered in this plan is attached as Exhibit B. Program funds will be encumbered by June 30 one year following the end of the applicable state fiscal year. Program funds will be fully expended within 24 months of the end of the applicable State fiscal year.
- C. **Housing Delivery Goals Chart (HDGC) for Each Fiscal Year Covered in the Plan:** *Chapter 67-37.005), F.A.C.*
Completed HDGC for each fiscal year is attached as Exhibit C.
- D. **Certification Page:** *Chapter 67-37.005(7), F.A.C.*
Signed Certification is attached as Exhibit D.
- E. **Adopting Resolution:** *Section 420.9072(2)(b)2, F.S.*
Original signed, dated, witnessed or attested adopting resolution is attached as Exhibit E.
- F. **Program Information Sheet:**
Completed program information sheet is attached as Exhibit F.
- G. **Lender Participation and Lending Parameters:**
Guideline on lending is attached as Exhibit G.

- H. Applicant Selection Criteria – Purchase Assistance:**
Applicant Selection Criteria for new home purchase assistance is attached as **Exhibit H.**
- I. Applicant Selection Criteria – Rehabilitation:**
Applicant Selection Criteria for owner occupied rehabilitation is attached as **Exhibit I.**
- J. Subordination Policy:**
Detailed Subordination Policy is attached as **Exhibit J.**

Exhibit A
Administrative Budget

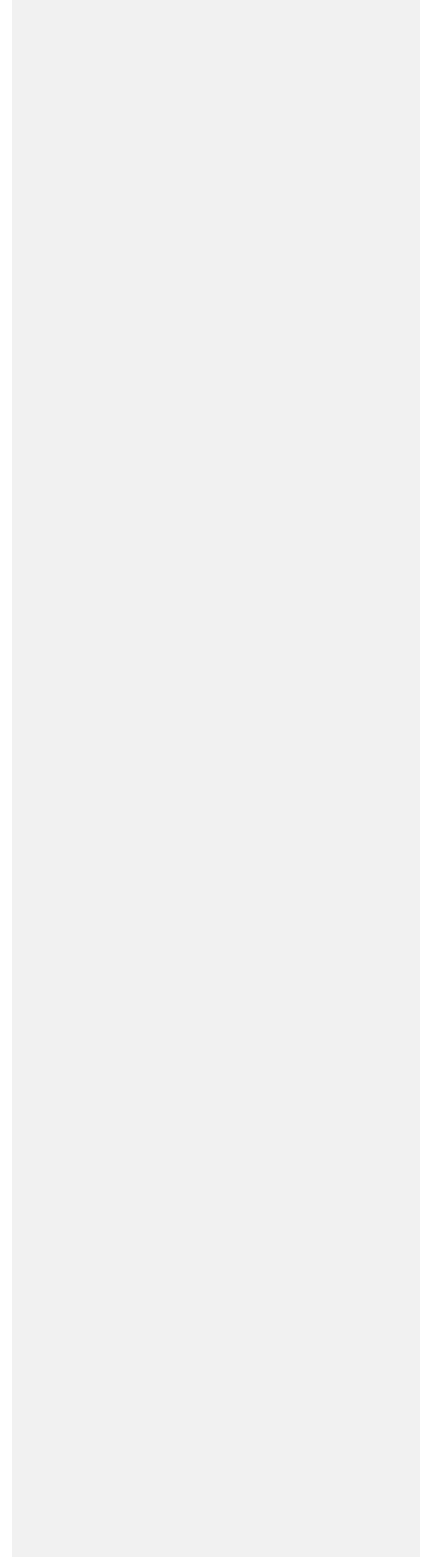


Exhibit B

Timetable for Encumbrance and Expenditure

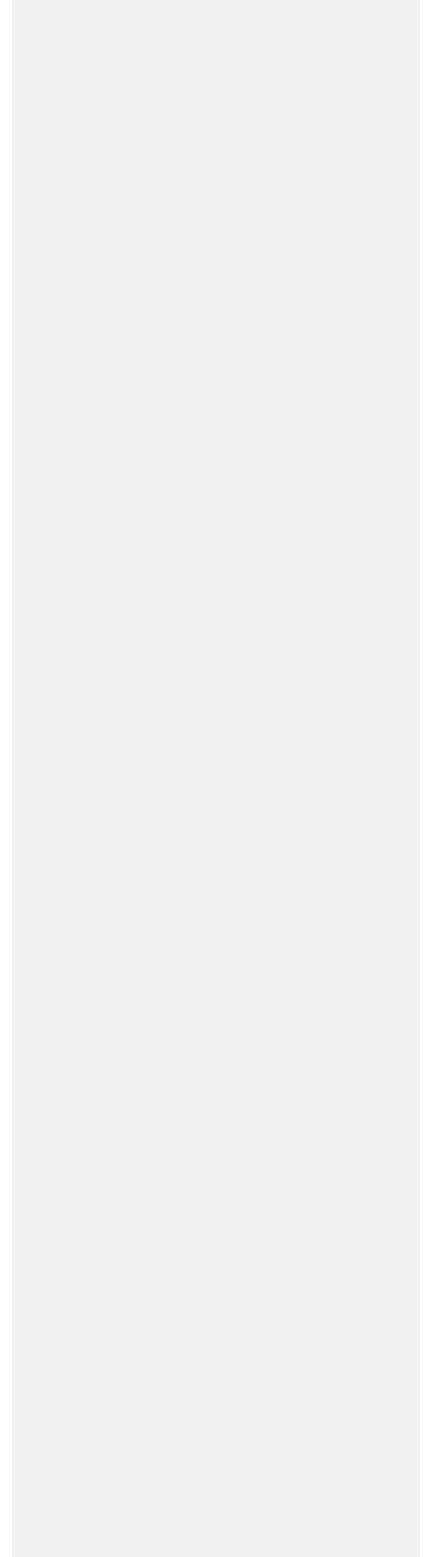


Exhibit C

Housing Delivery Goals Chart (HDGC)

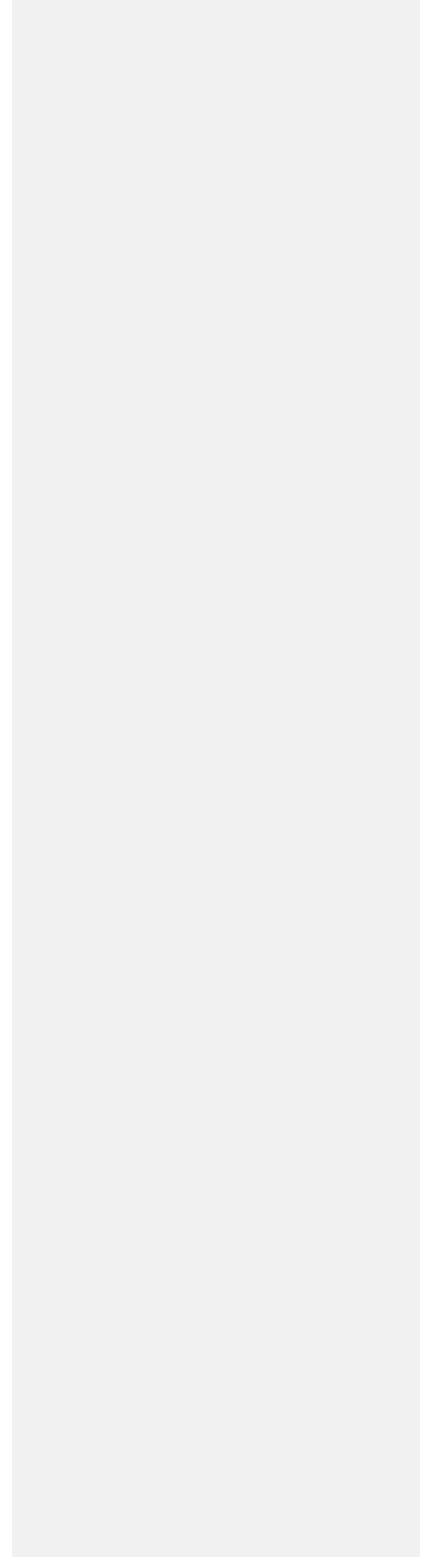


Exhibit D
Certification to
Florida Housing Finance Corporation

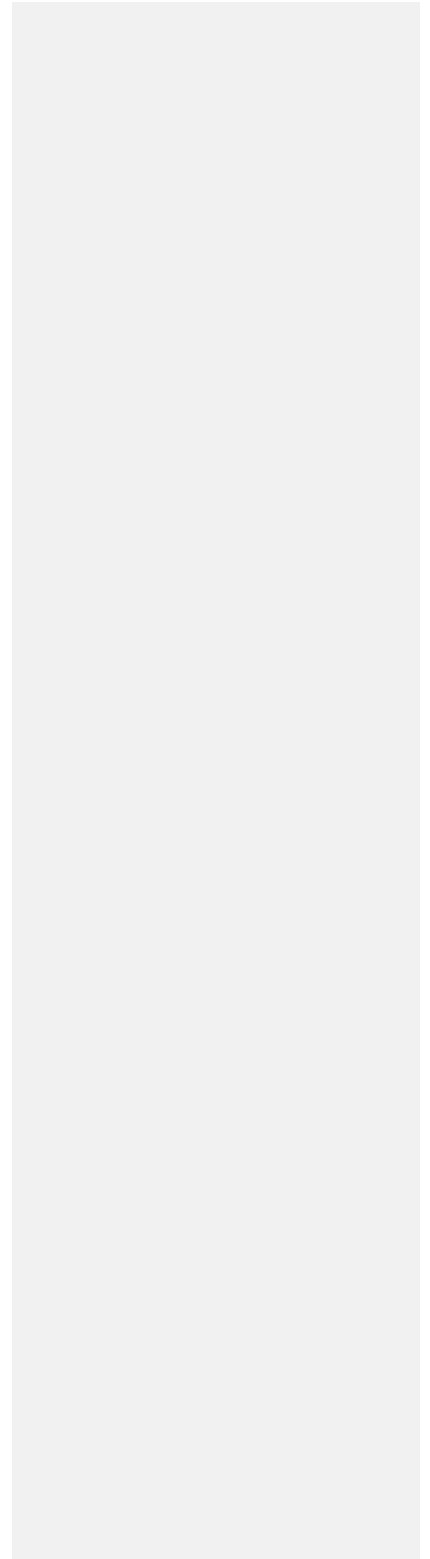


Exhibit E
Adopting Resolution

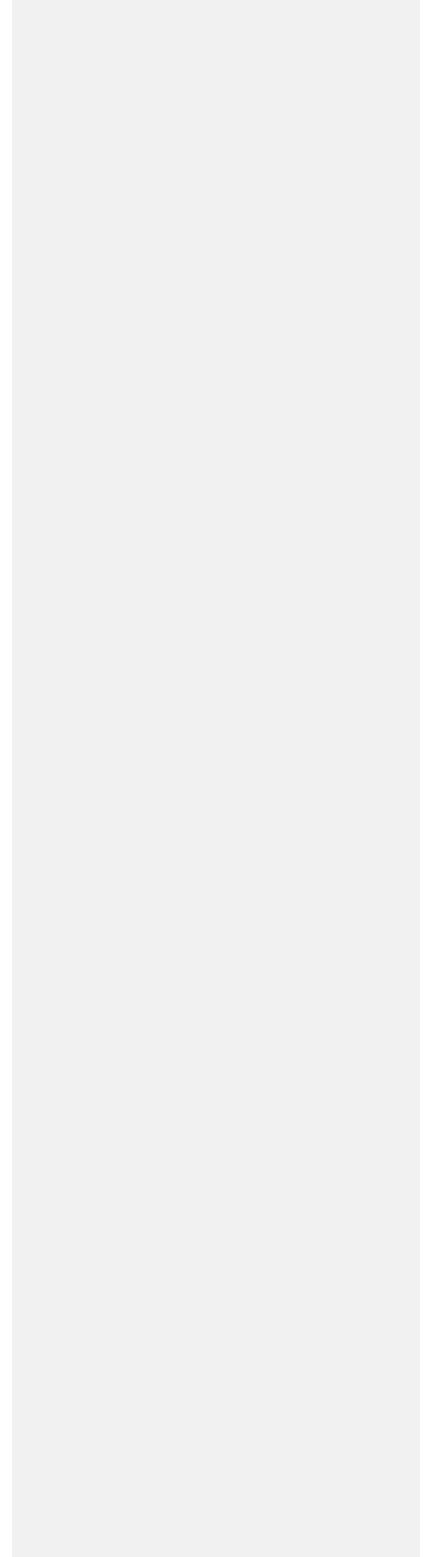


Exhibit F

Local Government Information Sheet

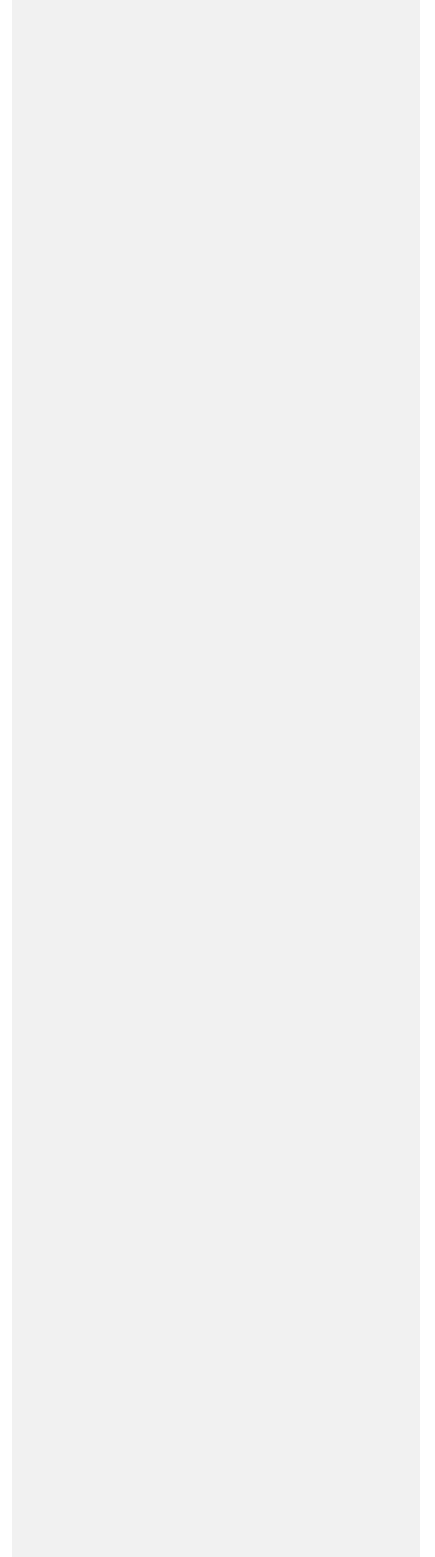


Exhibit G

Lender Participation and Lending Parameters

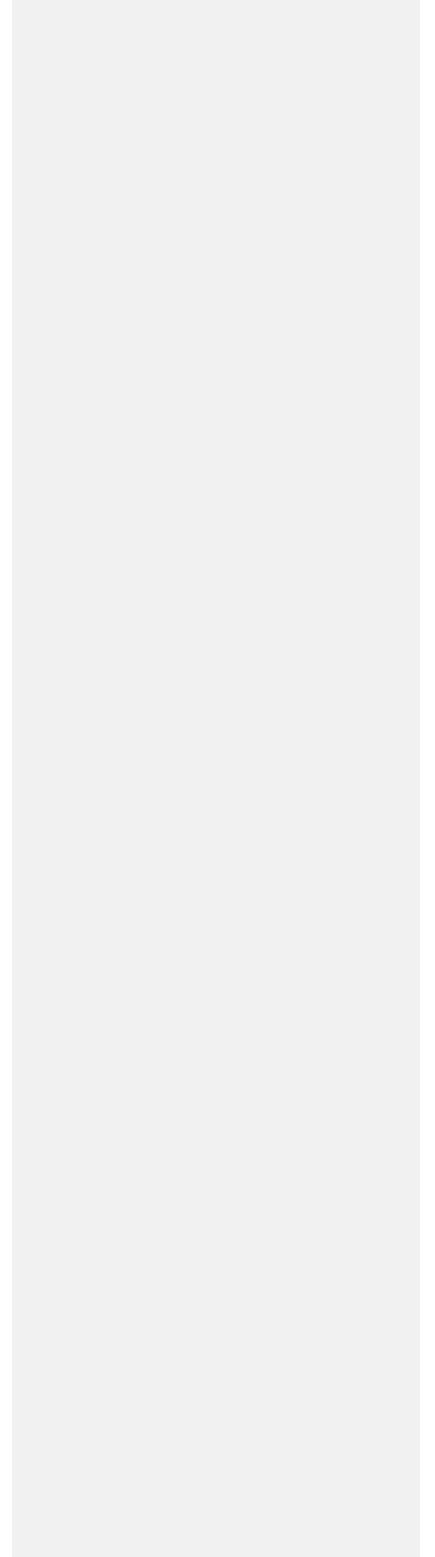


Exhibit H

Applicant Selection Criteria – Purchase Assistance

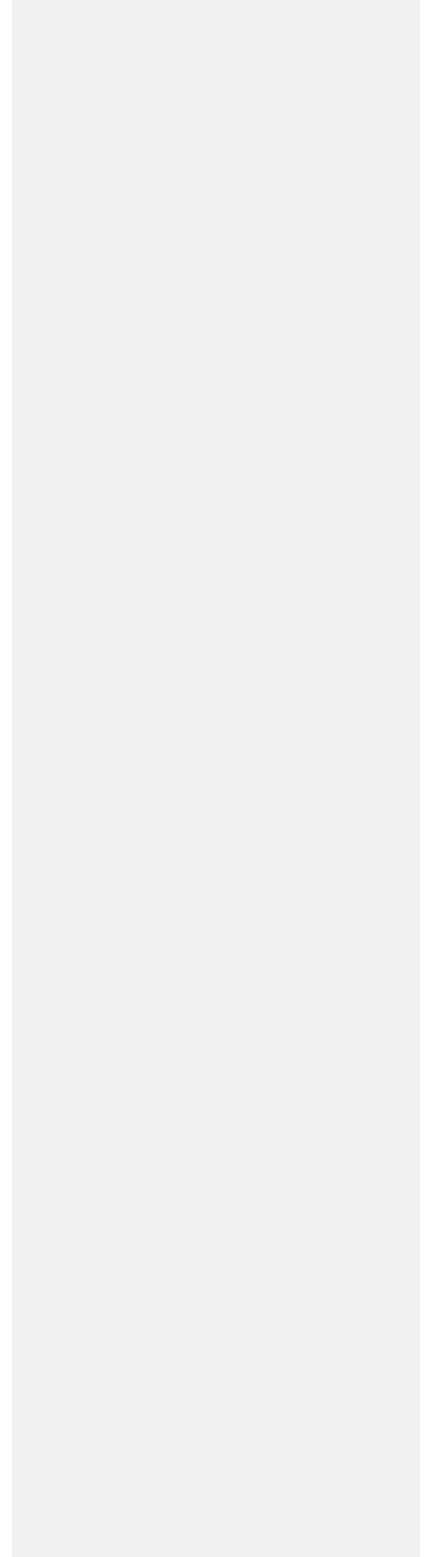


Exhibit I

Applicant Selection Criteria – Rehabilitation and Disaster Mitigation

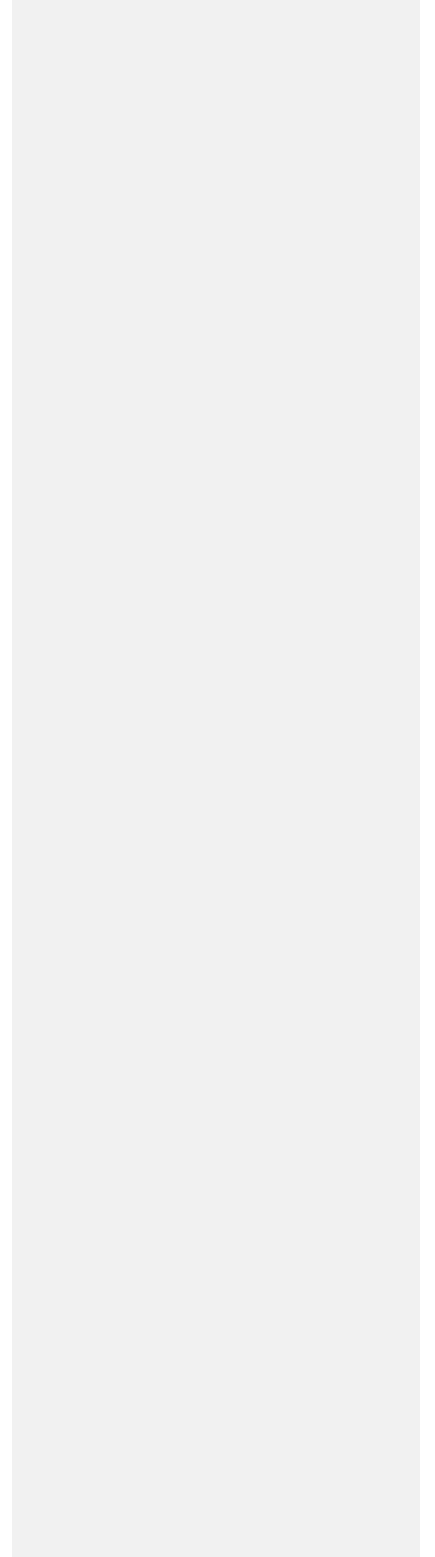


Exhibit J

Subordination Policy

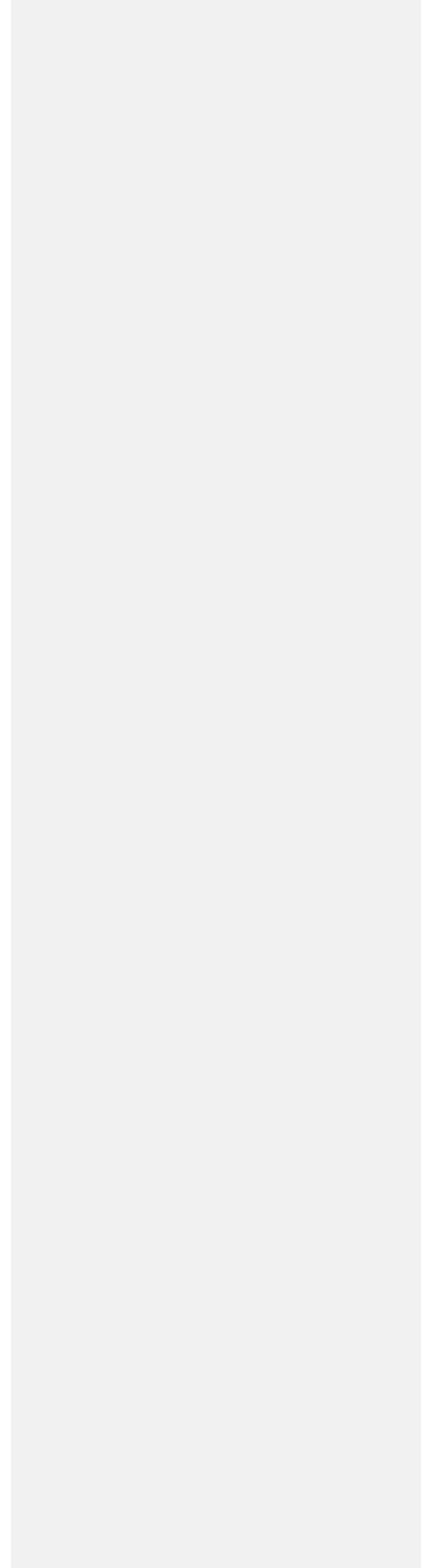


Table of Contents

I. Program Description	
A. Name of Participating Local Government	1
B. Purpose of the Program	1
C. Fiscal Years Covered by the Plan	1
D. Governance	1
E. Local Housing Partnership	1
F. Leveraging	1
G. Public Input	1
H. Advertising and Outreach	1
I. Discrimination	2
J. Support Services and Counseling	2
K. Purchase Price Limits	2
L. Income and Rents Limits and Affordability	2
M. Welfare Transition Program	2
N. Monitoring and First Right of Refusal	2
O. Administrative Budget	3
P. Program Administration	3
Q. Essential Service Personnel	3
II. Housing Strategies	
A. Owner Occupied Purchase Assistance	3
B. Owner Occupied Rehabilitation	6
C. Disaster Mitigation	7
D. Rental Development	9
E.	10
III. Local Housing Assistance Plan Incentive Strategies	
A. Definition of Affordable Housing	11
B. Expedited Processing of Permits for Affordable Housing	11
C. Ongoing Process Review	11
D. Description of Affordable Housing Project	11
E. Impact Fees	11
F. Parking and Setback Requirements	12
G. Inventory List	12
H. Support of Development	12
IV. Exhibits	
A. Administrative Budget Outline	12
B. Timetable for Encumbrance and Expenditure	12
C. Housing Delivery Goals Chart (HDGC)	12
D. Certification to Florida Housing Finance Corporation	12
E. Adopting Resolution	12
F. Local Government Information Sheet	12
G. Lender Participation and Lending Parameters	12
H. Applicant Selection Criteria – Purchase Assistance	12
I. Applicant Selection Criteria – Rehabilitation and Disaster Mitigation	12
J. Subordination Policy	12

Deleted: Wages to Work