

# CITY OF KISSIMMEE, FLORIDA



## HURRICANE HOUSING RECOVERY (HHR) HOUSING ASSISTANCE PLAN



**I. PROGRAM DESCRIPTION**

**A. Name of County: Osceola County**

**Name of Local Government: City of Kissimmee**

Base Allocation Request: \_\_\_\_\_ \$1,861,481 Deleted: \$2,481,975

Extremely Low Income Request: \_\_\_\_\_ \$ 372,296 Deleted: \$ 496,395

Community Planning Request: \_\_\_\_\_ \$ 248,198 Deleted: \$ 330,930

Name of participating local government(s) or other agencies in the Community Planning Strategy

Osceola County, non-profit or for profit developer(s) yet to be determined, including, but not limited to, the National Housing Trust, [Orlando Neighborhood Housing Corporation](#), and Habitat for Humanity of Osceola County

## II. HHRP HOUSING STRATEGIES

NOTE: Strategies which are already being used under the SHIP program as well as new strategies should be listed in this section.

Provide Description:

**A. Name of the Strategy: Repair of Hurricane Damaged Owner-Occupied Single-Family Homes**

**a. Summary of the Strategy:**

Funds shall be used to provide assistance to owner-occupied single-family homes that still have hurricane related damage that has not yet been repaired. Assistance will be provided up to \$12,500 per housing unit and will require that the homeowners have exhausted all other forms of funding from their insurance company, FEMA, SBA and/or any other federal, state or private funding sources. Only the primary residential structure will be assisted. Sheds, fences, in-ground and above-ground pools, any other auxiliary structures, and any mechanical equipment directly related to the auxiliary structures are not eligible for assistance.

**b. Fiscal Years Covered:**

Fiscal Year 2005/2006

**c. Income Categories to be served:**

Very Low Income (31% to 50% of the Orlando MSA median income), Low Income (51% to 80% of the Orlando MSA median income) and Moderate Income (81% to 120% of the Orlando MSA median income). Only applicants obtaining a house through Habitat for Humanity will be allowed to have an income that is considered Extremely Low Income (0% to 30% of the Orlando MSA median income).

**d. Maximum award as noted on the Hurricane Housing Goals Chart:**

<u>MAXIMUM AWARD PER UNIT</u>		
<u>VERY LOW INCOME</u>	<u>LOW INCOME</u>	<u>MODERATE INCOME</u>
<u>\$ 12,500</u>	<u>\$ 12,500</u>	<u>\$ 12,500</u>

Eligible costs may include title searches, inspection fees, and hurricane damage related repairs.

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e. Terms, Recapture and Default:

Assistance will be provided in the form of a zero-interest (0%) deferred loan for a term of five (5) years. The deferred loans shall immediately become due and payable to the City if any of the following occurs:

- Homeowner sells, transfers, or disposes of the property by any means, including bankruptcy, foreclosure, or deed in lieu of foreclosure;
- Homeowner no longer occupies the unit as their principal residence;
- Homeowner dies, or if a married couple, the survivor dies; or
- Homeowner refinances their first mortgage for consolidation of debt or receives cash back as a result of the refinancing; Subordination will be allowed on a case-by-case basis if the refinancing is only to reduce the interest on the 1<sup>st</sup> mortgage.
- However, an heir may assume the debt as long as they are income eligible and become the owner-occupant.

If none of the above occurs within the five (5) year term of the loan, then the loan will be forgiven.

All of the Recipients of HHRP awards will be required to contractually commit to program guidelines. The recipients will execute a subordinated mortgage and a promissory note for the value of the award received. The subordinated mortgage encumbering the real property will promptly be recorded in the public records of the Clerk of Courts for Osceola County.

If conditions are found during rehabilitation of the house that were not detected during the inspection, then the additional cost for such necessary repairs will be in the form of a direct grant to the recipient subject to the maximum award indicated above not being exceeded..

f. Recipient Selection Criteria:

Recipient selection criteria for awarding funds to eligible households shall be “first come, first qualified, first served” basis. Compliance with the HHAP and statutory requirements pertinent to the percentage of households served by income will also be considered. The selection criteria include the following:

- The applicant(s) must have clear title (ownership) to the property to be repaired, which means:
  - No mortgage other than a first fee simple mortgage (no seller financed loans or assumable mortgages); or
  - No liens, judgments, or pending foreclosures against the property;
- The applicant must not be presently in bankruptcy;
- The applicant must not be delinquent on any real property tax owed to Osceola County;
- The applicant(s) must be reside in the home year round;
- The applicant(s) must not own any other property, including a mobile home; and

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- The applicant must be a U.S. Citizen or permanent Resident Alien (possessing a “Resident Alien Card”).

g. Sponsor Selection Criteria, if applicable:

The City’s Housing Program will contract with qualified non-profit agencies and/or for-profit entities in conjunction with the City’s Procurement Policy to provide the following services:

- home inspections; and
- Construction-related contractors).

Selection Criteria will be based upon:

- The background and qualifications of the agency/individual in conducting the services requested;
- The ability to perform the services;
- The financial accountability standards of the agency/individual;
- The process by which the City can monitor the use of funds;
- Participation in the WAGES and Workforce Development programs;
- The soundness of the proposal and how well it meets the City’s goals; and
- The cost.

Points are attributed to each selection criteria in order to objectively judge each proposal or bid that is received. However, the most points will not guarantee award of a contract. The most responsible proposer or bidder will be selected. For construction-related contractors, the lowest bid will be chosen unless the homeowner is willing to pay for the difference between the lowest bidder and the bidder of their choice.

h. Additional Information:

Property Criteria:

Detached single family homes are only eligible which have fee simple ownership. Manufactured homes not approved by the Florida Department of Community Affairs and U.S. Department of Housing and Urban Development approved manufactured homes (mobile homes) are excluded. Homes located in a Flood Hazard Zone must be insured with a Flood Insurance Policy which must be maintained in force throughout the life of the HHRP subordinated mortgage.

Homes must be in need of rehabilitation as a direct result of one or more of the 2004 Hurricanes as provided by proof from the homeowner(s).

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**B. Name of the Strategy: New Construction – Dwelling Units**

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a. Summary of the Strategy:

This strategy shall be used to provide development/construction subsidies to developer(s) of affordable housing or non-profit housing organization(s) for the construction of new hurricane resistant dwelling units. The units shall either be concentrated in a large mixed-use, mixed income redevelopment project or on scattered vacant lots in the CDBG target area. The new construction on the property must be completed within 24 months for large scale redevelopment project or within 12 months on scattered in-fill sites. The acquisition price must be determined by a recent appraisal (not to exceed six months) certified by a State of Florida licensed appraiser. All housing units assisted with HHRP funds must be sold at or below the City’s maximum selling price to income eligible households or shall be rented to income eligible households at or below rental rates approved by the Florida Housing Finance Corporation..

Deleted: single-family housing

b. Fiscal Years Covered:

Fiscal Year 2005/2006

c. Income Categories to be served:

Very Low Income (31% to 50% of the Orlando MSA median income), Low Income (51% to 80% of the Orlando MSA median income) and Moderate Income (81% to 120% of the Orlando MSA median income). Only applicants obtaining a house through Habitat for Humanity will be allowed to have an income that is considered Extremely Low Income (0% to 30% of the Orlando MSA median income).

d. Maximum award as noted on the Hurricane Housing Goals Chart:

DEVELOPMENT SUBSIDIES FOR HOMEOWNERSHIP UNITS	MAXIMUM AWARD PER UNIT		
	VERY LOW INCOME	LOW INCOME	MODERATE INCOME
New Construction including Land Acquisition by Developer	\$ 32,250	\$ 21,250	\$ 10,250

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\$ 35,000

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DEVELOPMENT SUBSIDIES FOR RENTAL UNITS	MAXIMUM AWARD PER UNIT
New Construction including Land Acquisition by Developer	\$ 26,815

e. Terms, Recapture and Default:

For dwelling units that will be owner-occupied:

HHRP funds will be provided in the form of a forgivable, deferred construction loan at a zero percent (0%) interest rate. The City will require the developer to execute a promissory note for the amount of the loan. The promissory note will be secured by a lien on the property. Upon completion of the construction of the housing units and sale of all of the properties to income eligible household(s), the City will execute a Satisfaction of Lien.

As part of the sale of the property to an income eligible household, the developer or non-profit housing organization will be required to pass the loan proceeds as part of the loan transaction with the income eligible household. The amount of assistance must be reflected on the Purchase Contract for the constructed housing units and on the HUD-1 Settlement Statement at the time of closing. A deed restriction or restrictive covenant that runs with the land will be placed on the property to ensure that it remains an affordable home for a prescribed period of time. The deed restriction or restrictive covenant will include the following items:

- Purchasers must occupy the properties as their principal residence,
- The length of time of the deed restriction or restrictive covenant,
- The sales price with the deed restriction or restrictive covenant time frame must be “affordable” to the new purchaser,
- The new purchaser must be a low or moderate income household as designated at the time of the sale, adjusted for family size, and
- Fair return on investment to the property owner.

The length of time the deed restriction or restrictive covenant shall be in effect will depend upon the amount of the HHRP award for the construction of the unit. Below is a table that outlines the length of time the deed restriction or restrictive covenant shall be in place:

<b>HHRP SUBSIDY PER UNIT</b>	<b>LENGTH OF TIME FOR THE COVENANT</b>
Less than \$15,000	5 years
\$15,000 - \$40,000	10 years
More than \$40,000	15 years

For rental units:

Funds will be awarded in the form of a deferred loan secured by a mortgage. The assisted units must remain affordable for a period of twenty (20) years. After the period of affordability expires, the loan will be forgiven. A restrictive covenant will also be placed on the property to ensure that the housing units remain affordable rental units.

If the rental portion of the mixed-use, mixed income redevelopment project is offered for sale before the completion of the affordability period, eligible non-profit housing providers must have a right of refusal to purchase the project at the current market value. Regardless of what entity purchases the project, the new owner must agree to continue renting the units to income eligible tenants at equal or less than the maximum rental rates approved by the Florida Housing Finance Corporation.

f. Recipient Selection Criteria:

Recipient selection criteria for awarding HHRP funds to eligible households shall be “first come, first qualified, first served” basis. [Priority will be given to those households that were permanently displaced as a direct result of the 2004 Hurricanes.](#) Compliance with the HHAP and statutory requirements pertinent to the percentage of households served by income will also be considered. The selection criteria include the following:

- The applicant must be a U.S. Citizen or permanent Resident Alien (possessing a “Resident Alien Card”)
- If any person or household is displaced as a result of the redevelopment project, the former tenants shall be the first right of refusal to purchase or rent a dwelling unit in the new development
- The applicant must meet the income requirements as determined by the verification of income and assets.
- The applicant must have clear credit for at least one year and have the financial capacity to pay the mortgage or, in the case of rental units, ability to pay all or the non-subsidized portion of the rent.
- For homeownership assistance:
  - The applicant must be a first-time homeowner, defined as persons or households that have not owned a home either jointly or individually, except that the following persons or households shall not be excluded from consideration as a first-time homeowner:
    - Single parent, as defined by HUD
    - Displaced homemaker, as defined by HUD
    - A very-low or low-income individual or household living in a substandard dwelling that cannot be brought into compliance with local building and housing codes for less than the cost of constructing a permanent structure.
  - The applicant must be qualified for a first mortgage through a lending institution, as evidenced by an executed Commitment Letter in the name of the applicant. First mortgages can be FHA, VA or Conventional loans. No assumable loans, seller financing, adjustable-rate mortgages, interest only mortgages, balloon mortgages, or portable mortgages will be allowed in this program.



The only exception to this requirement shall be for mortgages provided by Habitat for Humanity for their eligible participants.

- The applicant in the low income or moderate income category must contribute a minimum of \$1,000 toward the purchase of the home. Applicants in the very low income category, including Habitat for Humanity applicants, must contribute a minimum of \$500 toward the purchase of the home. This may include “out of closing” expenses, provided that documentation of payment is received prior to the closing. [Waivers of this requirement will be considered on a case-by-case basis for those applicants who have been displaced as a direct result of the hurricanes and provide adequate documentation of such displacement.](#)
- At least one (1) member of the household is required to attend a pre-award Homebuyer Education Seminar as well as a post-closing Home Maintenance Class with the City’s designated consultant (sponsor).

g. Sponsor Selection Criteria, if applicable:

The City will utilize qualified non-profit or for profit corporation(s) that specialize in the development of affordable single-family and/or multi-family housing projects in Central Florida. The City will solicit proposals from the developers to acquire land and construct new affordable housing. For in-fill or small scale housing projects, developers may also approach the City directly with proposals to develop new housing units or redevelop existing affordable housing units. All developers must be able to compile a team that will conduct all aspects of the project, including urban design, architectural and engineering, market analysis, packaging of public and private financing, residential construction, construction management, residential sales, homeownership assistance, and residential property management.

The City will develop a proposal or application packet that will require that the following items be submitted:

- Application,
- Development Team Experience,
- Résumés of Team Members,
- Participation in the WAGES and Workforce Development Initiatives,
- Organizational Capacity and Profile,
- Examples of Similar Past Projects,
- References,
- Project Description,
- Project Design,
- Project location information, including a map and County Property Appraiser’s property sheet,
- Timeline for Development,

- Project Development Costs,
- Project Operating Expenses,
- Operating Pro Forma,
- Funding Sources and Commitments,
- Proposed Sales Prices / Proposed Rental Rates,
- Outreach and Marketing Plan, and
- Resources / Procedures for Qualifying Applicants.

All proposals will then be reviewed by a Selection Committee made up of City personnel. Selected project(s) will then be presented to the City's Housing Advisory Board for their recommendation to the City Commission. Upon approval by the City Commission, the City will enter into a pre-development agreement and loan agreement with the non-profit or for profit housing development corporation. The agreements will specify all of the conditions that must be met for the developer to receive the HHRP assistance.

The developer will undertake the initial review of income eligibility of prospective buyers or tenants on a first come, first qualified basis for the units. All documentation, including, but not limited to, an application, verifications, loan application documents or proposed rent and lease terms, shall be submitted to the City of Kissimmee for final approval before the developer enters into a sales contract or a lease with a prospective buyer or tenant. The City will be responsible for the Income Certification process.

h. Additional Information:

The HHRP funds may be leveraged with other Federal, State and/or local housing programs.

Monitoring of Rental Assistance Units -

Staff shall monitor and determine tenant eligibility and the amount of subsidy using the guidelines as specified under Rule 67ER05-07(2) for the term of the HHR Program grant. No continuing compliance monitoring shall be required on these units.

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**C. Name of the Strategy: Impact Fee Program**

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- a. Summary of the Strategy:  
Funds will be used to provide a grant to pay all or part of various impacts fees and hook-up fees for an income eligible newly constructed dwelling unit which will be sold at or below the City’s maximum sales price or rented at or below the allowable rental rates as approved by the Florida Housing Finance Corporation. The impact fee grant program will be used as an additional incentive for developers to build affordable housing under the New Construction Strategy indicated above. When the building permits are obtained, the developer shall be required to pay the total amount of impact fees and hook-up fees required for all units to be assisted. When the units are completed, the developer shall be required to submit proof of payment of the impact fees and hook-up fees, proof of sale of the units at or below the City’s adopted maximum sales price or a minimum one-year lease agreement at or below the required maximum rental rates in order to receive a refund on the impact fee costs. Following approval of this documentation, the City will reimburse the developer the applicable amount of the impact fees and hook-up fees.
- b. Fiscal Years Covered:  
Fiscal Year 2005/2006
- c. Income Categories to be served:  
Very Low Income (31% to 50% of the Orlando MSA median income), Low Income (51% to 80% of the Orlando MSA median income) and Moderate Income (81% to 120% of the Orlando MSA median income. Only applicants obtaining a house through Habitat for Humanity will be allowed to have an income that is considered Extremely Low Income (0% to 30% of the Orlando MSA median income).
- d. Maximum award as noted on the Hurricane Housing Goals Chart:

<b>IMPACT FEES AND HOOK-UP FEES</b>	<b>MAXIMUM AWARD PER UNIT</b>
Transportation Impact Fee (Single Family)	\$ 2,990
Transportation Impact Fee (Multi-Family Rental)	\$ 1,691
Transportation Impact Fee (Condos / Townhouses)	\$ 1,475
Transportation Impact Fee (Senior Multi-Unit Affordable)	\$ 690
Parks & Recreation Impact Fee	\$ 300
School Impact Fee (Single Family)	\$ 9,868
School Impact fee (Multi-Family)	\$ 6,450
Water Impact Fee (Single Family)	\$ 1,150
Water Impact Fee (Multi-Family)	Based on # of units
Water Hook-Up Fee	\$ 250
Wastewater Impact Fee (Single Family)	\$ 2,451
Wastewater Hook-Up Fee (Single Family)	\$ 100
Wastewater Impact Fee (Multi-Family)	Based on # of units
Wastewater Hook-Up Fee (Multi-Family)	\$ 200

All school impact fees shall be paid first from the Community Planning Strategy under Section IV. of the Hurricane Housing Assistance Plan. Any remaining funds still required to pay the school impact fees will be obtained under this strategy. No single family unit will be awarded more than \$17,109 per unit, no multi-family complex will be awarded more than \$12,742 per unit, and no condo/townhouse development will be awarded more than \$12,525 per unit from the combined strategies.

e. Terms, Recapture and Default:

For dwelling units that will be owner-occupied:

HHRP funds will be provided in the form of a forgivable, deferred construction loan at a zero percent (0%) interest rate. The City will require the developer to execute a promissory note for the amount of the loan. The promissory note will be secured by a lien on the property. Upon completion of the construction of the housing units and sale of all of the properties to income eligible household(s), the City will execute a Satisfaction of Lien.

As part of the sale of the property to an income eligible household, the developer or non-profit housing organization will be required to pass the loan proceeds as part of the loan transaction with the income eligible household. The amount of assistance must be reflected on the Purchase Contract for the constructed housing units and on the HUD-1 Settlement Statement at the time of closing. A deed restriction or restrictive covenant that runs with the land will be placed on the property to ensure that it remains an affordable home for a prescribed period of time. The deed restriction or restrictive covenant will include the following items:

- Purchasers must occupy the properties as their principal residence,
- The length of time of the deed restriction or restrictive covenant,
- The sales price with the deed restriction or restrictive covenant time frame must be “affordable” to the new purchaser,
- The new purchaser must be a low or moderate income household as designated at the time of the sale, adjusted for family size, and
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mortgage. The assisted units must remain affordable for a period of twenty (20) years. After the period of affordability expires, the loan will be forgiven. A restrictive covenant will also be placed on the property to ensure that the housing units remain affordable rental units.

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f. Recipient Selection Criteria:

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- The applicant must be a U.S. Citizen or permanent Resident Alien (possessing a “Resident Alien Card”)
- If any person or household is displaced as a result of the redevelopment project, the former tenants shall be the first right of refusal to purchase or rent a dwelling unit in the new development
- The applicant must meet the income requirements as determined by the verification of income and assets.
- The applicant must have clear credit for at least one year and have the financial capacity to pay the mortgage or, in the case of rental units, ability to pay all or the non-subsidized portion of the rent.
- For homeownership assistance:
  - The applicant must be a first-time homeowner, defined as persons or households that have not owned a home either jointly or individually, except that the following persons or households shall not be excluded from consideration as a first-time homeowner:
    - Single parent, as defined by HUD
    - Displaced homemaker, as defined by HUD
    - A very-low or low-income individual or household living in a substandard dwelling that cannot be brought into compliance with local building and housing codes for less than the cost of constructing a permanent structure.
  - The applicant must be qualified for a first mortgage through a lending institution, as evidenced by an executed Commitment Letter in the name of the applicant. First mortgages can be FHA, VA or Conventional loans. No assumable loans, seller financing,

adjustable-rate mortgages, interest only mortgages, balloon mortgages, or portable mortgages will be allowed in this program. The only exception to this requirement shall be for mortgages provided by Habitat for Humanity for their eligible participants.

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- At least one (1) member of the household is required to attend a pre-award Homebuyer Education Seminar as well as a post-closing Home Maintenance Class with the City’s designated consultant (sponsor).

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g. Sponsor Selection Criteria, if applicable:

The City will utilize qualified non-profit or for profit corporation(s) that specialize in the development of affordable single-family and/or multi-family housing projects in Central Florida. The City will solicit proposals from the developers to acquire land and construct new affordable housing. For in-fill or small scale housing projects, developers may also approach the City directly with proposals to develop new housing units or redevelop existing affordable housing units. All developers must be able to compile a team that will conduct all aspects of the project, including urban design, architectural and engineering, market analysis, packaging of public and private financing, residential construction, construction management, residential sales, homeownership assistance, and residential property management.

The City will develop a proposal or application packet that will require that the following items be submitted:

- Application,
- Development Team Experience,
- Résumés of Team Members,
- Participation in the WAGES and Workforce Development Initiatives,
- Organizational Capacity and Profile,
- Examples of Similar Past Projects,
- References,
- Project Description,
- Project Design,
- Project location information, including a map and County Property

- Appraiser's property sheet,
- Timeline for Development,
- Project Development Costs,
- Project Operating Expenses,
- Operating Pro Forma,
- Funding Sources and Commitments,
- Proposed Sales Prices / Proposed Rental Rates,
- Outreach and Marketing Plan, and
- Resources / Procedures for Qualifying Applicants.

All proposals will then be reviewed by a Selection Committee made up of City personnel. Selected project(s) will then be presented to the City's Housing Advisory Board for their recommendation to the City Commission. Upon approval by the City Commission, the City will enter into a pre-development agreement and loan agreement with the non-profit or for profit housing development corporation. The agreements will specify all of the conditions that must be met for the developer to receive the HHRP assistance.

The developer will undertake the initial review of income eligibility of prospective buyers or tenants on a first come, first qualified basis for the units. All documentation, including, but not limited to, an application, verifications, loan application documents or proposed rent and lease terms, shall be submitted to the City of Kissimmee for final approval before the developer enters into a sales contract or a lease with a prospective buyer or tenant. The City will be responsible for the Income Certification process.

h. Additional Information:

The HHRP funds may be leveraged with other Federal, State and/or local housing programs.

Monitoring of Rental Assistance Units - Staff shall monitor and determine tenant eligibility and the amount of subsidy using the guidelines as specified under Rule 67ER05-07(2) for the term of the HHR Program grant. No continuing compliance monitoring shall be required on these units.

**III. Extremely Low Income Strategy:**

a. Summary of the Strategy:

This strategy shall be used to provide development/construction subsidies to developer(s) of affordable housing or non-profit housing organization(s) for the construction of new affordable rental housing units.

The units shall be concentrated in a large mixed-use, mixed income redevelopment project. The new construction on the property must be completed within 24 months for large scale redevelopment project. The acquisition price must be determined by a recent appraisal (not to exceed six months) certified by a State of Florida licensed appraiser. All housing units assisted with HHRP funds must be sold at or below the City’s maximum selling price to income eligible households or shall be rented to income eligible households at or below rental rates approved by the Florida Housing Finance Corporation.

In addition, funds will be used to provide a grant to pay all or part of various impacts fees and hook-up fees for an income eligible newly constructed dwelling unit which will be rented at or below the allowable rental rates as approved by the Florida Housing Finance Corporation. The impact fee grant program will be used as an additional incentive for developers to build affordable housing. When the building permits are obtained, the developer shall be required to pay the total amount of impact fees and hook-up fees required for all units to be assisted. When the units are completed, the developer shall be required to submit proof of payment of the impact fees and hook-up fees, proof of sale of the units at or below the City’s adopted maximum sales price or a minimum one-year lease agreement at or below the required maximum rental rates in order to receive a refund on the impact fee costs. Following approval of this documentation, the City will reimburse the developer the applicable amount of the impact fees and hook-up fees.

b. Fiscal Years Covered:

Fiscal Year 2005/2006

c. Income Categories to be served:

Extremely Low Income (0% to 30% of the Orlando MSA median income).

d. Maximum award as noted on the Hurricane Housing Goals Chart:

<b>DEVELOPMENT SUBSIDIES FOR RENTAL UNITS</b>	<b>MAXIMUM AWARD PER UNIT</b>
New Construction including Land Acquisition by Developer	\$ 26,815

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<b>IMPACT FEES AND HOOK-UP FEES</b>	<b>MAXIMUM AWARD PER UNIT</b>
Transportation Impact Fee (Multi-Family Rental)	\$ 1,691
Transportation Impact Fee (Condos / Townhouses)	\$ 1,475
Transportation Impact Fee (Senior Multi-Unit Affordable)	\$ 690
Parks & Recreation Impact Fee	\$ 300
School Impact fee (Multi-Family)	\$ 6,450
Water Impact Fee (Multi-Family)	Based on # of units
Water Hook-Up Fee	\$ 250
Wastewater Impact Fee (Multi-Family)	Based on # of units
Wastewater Hook-Up Fee (Multi-Family)	\$ 200

No multi-family complex will be awarded more than \$12,742 per unit and no condo/townhouse development will be awarded more than \$12,525 per unit.

e. Terms, Recapture and Default:

Funds will be awarded in the form of a deferred loan secured by a mortgage. The assisted units must remain affordable for a period of twenty (20) years. After the period of affordability expires, the loan will be forgiven. A restrictive covenant will also be placed on the property to ensure that the housing units remain affordable rental units.

If the rental portion of the mixed-use, mixed income redevelopment project is offered for sale before the completion of the affordability period, eligible non-profit housing providers must have a right of refusal to purchase the project at the current market value. Regardless of what entity purchases the project, the new owner must agree to continue renting the units to income eligible tenants at equal or less than the maximum rental rates approved by the Florida Housing Finance Corporation.

f. Recipient Selection Criteria:

Recipient selection criteria for awarding HHRP funds to eligible households shall be “first come, first qualified, first served” basis. [Priority will be given to those households that were permanently displaced as a direct result of the 2004 Hurricanes.](#) Compliance with the HHAP and statutory requirements pertinent to the percentage of households served by income will also be considered. The selection criteria include the following:

- The applicant must be a U.S. Citizen or permanent Resident Alien (possessing a “Resident Alien Card”)
- If any person or household is displaced as a result of the redevelopment project, the former tenants shall be the first right of refusal to purchase or rent a dwelling unit in the new development
- The applicant must meet the income requirements as determined by the verification of income and assets.

- The applicant must be creditworthy and have the financial ability to pay all or the non-subsidized portion of the rent.

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g. Sponsor Selection Criteria, if applicable:

The City will utilize qualified non-profit or for profit corporation(s) that specialize in the development of affordable single-family and/or multi-family housing projects in Central Florida. The City will solicit proposals from the developers to acquire land and construct new affordable housing. For in-fill or small scale housing projects, developers may also approach the City directly with proposals to develop new housing units or redevelop existing affordable housing units. All developers must be able to compile a team that will conduct all aspects of the project, including urban design, architectural and engineering, market analysis, packaging of public and private financing, residential construction, construction management, residential sales, homeownership assistance, and residential property management.

The City will develop a proposal or application packet that will require that the following items be submitted:

- Application,
- Development Team Experience,
- Résumés of Team Members,
- Participation in the WAGES and Workforce Development Initiatives,
- Organizational Capacity and Profile,
- Examples of Similar Past Projects,
- References,
- Project Description,
- Project Design,
- Project location information, including a map and County Property Appraiser's property sheet,
- Timeline for Development,
- Project Development Costs,
- Project Operating Expenses,
- Operating Pro Forma,
- Funding Sources and Commitments,
- Proposed Sales Prices / Proposed Rental Rates,
- Outreach and Marketing Plan, and
- Resources / Procedures for Qualifying Applicants.

All proposals will then be reviewed by a Selection Committee made up of City personnel. Selected project(s) will then be presented to the City's Housing Advisory Board for their recommendation to the City Commission. Upon approval by the City Commission, the City will enter into a pre-development agreement and loan agreement with the non-profit or for profit housing development corporation. The agreements will

specify all of the conditions that must be met for the developer to receive the HHRP assistance.

The developer will undertake the initial review of income eligibility of prospective buyers or tenants on a first come, first qualified basis for the units. All documentation, including, but not limited to, an application, verifications, loan application documents or proposed rent and lease terms, shall be submitted to the City of Kissimmee for final approval before the developer enters into a sales contract or a lease with a prospective buyer or tenant. The City will be responsible for the Income Certification process.

- h. Additional Information:  
The HHRP funds may be leveraged with other Federal, State and/or local housing programs.

Monitoring of Rental Assistance Units -  
Staff shall monitor and determine tenant eligibility and the amount of subsidy using the guidelines as specified under Rule 67ER05-07(2) for the term of the HHR Program grant. No continuing compliance monitoring shall be required on these units.

**IV. Community Planning Strategy:**

- a. Summary of the Strategy:  
 Funds will be used to provide a grant to pay all or part of school impacts fees for an income eligible newly constructed dwelling unit which will be sold at or below the City’s maximum sales price or rented at or below the allowable rental rates as approved by the Florida Housing Finance Corporation. The impact fee grant program will be used as an additional incentive for developers to build affordable housing under the New Construction Strategy indicated above under Section II.A. When the building permits are obtained, the developer shall be required to pay the total amount of school impact fees required for all units to be assisted. When the units are completed, the developer shall be required to submit proof of payment of the impact fees, proof of sale of the units at or below the City’s adopted maximum sales price or a minimum one-year lease agreement at or below the required maximum rental rates in order to receive a refund on the impact fee costs. Following approval of this documentation, the City will reimburse the developer the applicable amount of the school impact fees.
  
- d. Fiscal Years Covered:  
 Fiscal Year 2005/2006
  
- e. Income Categories to be served:  
 Very Low Income (31% to 50% of the Orlando MSA median income), Low Income (51% to 80% of the Orlando MSA median income) and Moderate Income (81% to 120% of the Orlando MSA median income. Only applicants obtaining a house through Habitat for Humanity will be allowed to have an income that is considered Extremely Low Income (0% to 30% of the Orlando MSA median income).

- d. Maximum award as noted on the Hurricane Housing Goals Chart:

SCHOOL IMPACT FEES	MAXIMUM AWARD PER UNIT
School Impact Fee (Single Family)	\$ 9,868
School Impact Fee (Multi-Family)	\$ 6,450

- e. Terms, Recapture and Default:  
 For dwelling units that will be owner-occupied:  
 HHRP funds will be provided in the form of a forgivable, deferred construction loan at a zero percent (0%) interest rate. The City will require the developer to execute a promissory note for the amount of the loan. The promissory note will be secured by a lien on the property. Upon completion of the construction of the housing units and sale of all of the properties to income eligible household(s), the City will execute a Satisfaction of Lien.

As part of the sale of the property to an income eligible household, the developer or non-profit housing organization will be required to pass the loan proceeds as part of the loan transaction with the income eligible household. The amount of assistance must be reflected on the Purchase Contract for the constructed housing units and on the HUD-1 Settlement Statement at the time of closing. A deed restriction or restrictive covenant that runs with the land will be placed on the property to ensure that it remains an affordable home for a prescribed period of time. The deed restriction or restrictive covenant will include the following items:

- Purchasers must occupy the properties as their principal residence,
- The length of time of the deed restriction or restrictive covenant,
- The sales price with the deed restriction or restrictive covenant time frame must be “affordable” to the new purchaser,
- The new purchaser must be a low or moderate income household as designated at the time of the sale, adjusted for family size, and
- Fair return on investment to the property owner.

The length of time the deed restriction or restrictive covenant shall be in effect will depend upon the amount of the HHRP award for the construction of the unit. Below is a table that outlines the length of time the deed restriction or restrictive covenant shall be in place:

<b>HHRP SUBSIDY PER UNIT</b>	<b>LENGTH OF TIME FOR THE COVENANT</b>
Less than \$15,000	5 years
\$15,000 - \$40,000	10 years
More than \$40,000	15 years

For rental units:

Funds will be awarded in the form of a deferred loan secured by a mortgage. The assisted units must remain affordable for a period of twenty (20) years. After the period of affordability expires, the loan will be forgiven. A restrictive covenant will also be placed on the property to ensure that the housing units remain affordable rental units.

If the rental portion of the mixed-use, mixed income redevelopment project is offered for sale before the completion of the affordability period, eligible non-profit housing providers must have a right of refusal to purchase the project at the current market value. Regardless of what entity purchases the project, the new owner must agree to continue renting the units to income eligible tenants at equal or less than the maximum rental rates approved by the Florida Housing Finance Corporation.

- f. Recipient Selection Criteria:  
Recipient selection criteria for awarding HHRP funds to eligible households shall be “first come, first qualified, first served” basis. [Priority will be given to those households that were permanently displaced as a direct result of the 2004 Hurricanes.](#) Compliance with the HHAP and statutory requirements pertinent to the percentage of households served by income will also be considered. The selection criteria include the following:
- The applicant must be a U.S. Citizen or permanent Resident Alien (possessing a “Resident Alien Card”)
  - If any person or household is displaced as a result of the redevelopment project, the former tenants shall be the first right of refusal to purchase or rent a dwelling unit in the new development
  - The applicant must meet the income requirements as determined by the verification of income and assets.
  - The applicant must have clear credit for at least one year and have the financial capacity to pay the mortgage or, in the case of rental units, ability to pay all or the non-subsidized portion of the rent.
  - For homeownership assistance:
    - The applicant must be a first-time homeowner, defined as persons or households that have not owned a home either jointly or individually, except that the following persons or households shall not be excluded from consideration as a first-time homeowner:
      - Single parent, as defined by HUD
      - Displaced homemaker, as defined by HUD
      - A very-low or low-income individual or household living in a substandard dwelling that cannot be brought into compliance with local building and housing codes for less than the cost of constructing a permanent structure.
    - The applicant must be qualified for a first mortgage through a lending institution, as evidenced by an executed Commitment Letter in the name of the applicant. First mortgages can be FHA, VA or Conventional loans. No assumable loans, seller financing, adjustable-rate mortgages, interest only mortgages, balloon mortgages, or portable mortgages will be allowed in this program. The only exception to this requirement shall be for mortgages provided by Habitat for Humanity for their eligible participants.
    - The applicant in the low income or moderate income category must contribute a minimum of \$1,000 toward the purchase of the home. Applicants in the very low income category, including Habitat for Humanity applicants, must contribute a minimum of \$500 toward the purchase of the home. This may include “out of closing” expenses, provided that documentation of payment is received prior to the closing. [Waivers of this requirement will be considered on a case-by-case basis for those applicants who have been displaced as a direct result of the hurricanes and provide](#)

- adequate documentation of such displacement.
- At least one (1) member of the household is required to attend a pre-award Homebuyer Education Seminar as well as a post-closing Home Maintenance Class with the City's designated consultant (sponsor).

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g. Sponsor Selection Criteria, if applicable:

The City will utilize qualified non-profit or for profit corporation(s) that specialize in the development of affordable single-family and/or multi-family housing projects in Central Florida. The City will solicit proposals from the developers to acquire land and construct new affordable housing. For in-fill or small scale housing projects, developers may also approach the City directly with proposals to develop new housing units or redevelop existing affordable housing units. All developers must be able to compile a team that will conduct all aspects of the project, including urban design, architectural and engineering, market analysis, packaging of public and private financing, residential construction, construction management, residential sales, homeownership assistance, and residential property management.

The City will develop a proposal or application packet that will require that the following items be submitted:

- Application,
- Development Team Experience,
- Résumés of Team Members,
- Participation in the WAGES and Workforce Development Initiatives,
- Organizational Capacity and Profile,
- Examples of Similar Past Projects,
- References,
- Project Description,
- Project Design,
- Project location information, including a map and County Property Appraiser's property sheet,
- Timeline for Development,
- Project Development Costs,
- Project Operating Expenses,
- Operating Pro Forma,
- Funding Sources and Commitments,
- Proposed Sales Prices / Proposed Rental Rates,
- Outreach and Marketing Plan, and
- Resources / Procedures for Qualifying Applicants.

All proposals will then be reviewed by a Selection Committee made up of City personnel. Selected project(s) will then be presented to the City's Housing Advisory Board for their recommendation to the City Commission. Upon approval by the City Commission, the City will enter into a pre-development agreement and loan agreement with the non-profit or for profit housing development corporation. The agreements will specify all of the conditions that must be met for the developer to receive the HHRP assistance.

The developer will undertake the initial review of income eligibility of prospective buyers or tenants on a first come, first qualified basis for the units. All documentation, including, but not limited to, an application, verifications, loan application documents or proposed rent and lease terms, shall be submitted to the City of Kissimmee for final approval before the developer enters into a sales contract or a lease with a prospective buyer or tenant. The City will be responsible for the Income Certification process.

- h. Additional Information:  
The HHRP funds may be leveraged with other Federal, State and/or local housing programs.

Monitoring of Rental Assistance Units -  
Staff shall monitor and determine tenant eligibility and the amount of subsidy using the guidelines as specified under Rule 67ER05-07(2) for the term of the HHR Program grant. No continuing compliance monitoring shall be required on these units.



**V. Administrative Budget:**

**A. Provide a brief administrative summary of expenses:**

Administrative funds will be utilized to finance a temporary new position of Housing Specialist, who will assist in the solicitation of and negotiations with developers, assisting with the relocation of existing residents (if needed), monitoring the housing providers, assisting the developers through the plan review and building permit process, and processing approval of prospective applicants / tenants for the housing units.

The first year will also involve expenditures to set up a new office for the Housing Specialist, including new office furniture, new telephones, and a new computer and computer printer.

A professional consultant will be solicited to assist in the analysis of layering of different funding sources to ensure no conflicts, analysis of the developer(s) application which involves complicated financial analysis, and assist in the negotiations with the developers and their other funding sources.

The City of Kissimmee anticipates utilizing 15% of the total allocation of funds for administrative purposes.

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**B. Up to 15% of the allocation may be used for administrative expenses relating to direct program administration. Provide information below:**

State Fiscal Year 2005/2006	
Salaries and Benefits	\$ <u>56,834</u>
Office Supplies and Equipment	\$ <u>10,750</u>
Travel Workshops, etc	\$ <u>4,210</u>
Advertising	\$ <u>2,000</u>
Other (define)	
Professional Services	\$ <u>60,000</u>
Telephone	\$ <u>1,115</u>
Postage	\$ <u>1,500</u>
Books, Publications, Dues, & Subscriptions	\$ <u>2,200</u>
Printing Fees	\$ <u>2,500</u>
<b>TOTAL</b>	<b>\$ <u>141,109</u></b>

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State Fiscal Year 2006/2007	
Salaries and Benefits	\$ 71,346
Office Supplies and Equipment	\$ 5,000
Travel Workshops, etc	\$ 4,210
Advertising	\$ 1,000
Other (define)	
Professional Services	\$ 55,000
Telephone	\$ 600
Postage	\$ 1,250
Books, Publications, Dues, & Subscriptions	\$ 2,200
Printing Fees	\$ 2,000
<b>TOTAL</b>	<b>\$ 142,606</b>

State Fiscal Year 2007/2008	
Salaries and Benefits	\$ 74,449
Office Supplies and Equipment	\$ 3,421
Travel Workshops, etc	\$ 4,210
Advertising	\$ 1,000
Other (define)	
Professional Services	\$ 0
Telephone	\$ 800
Postage	\$ 1,000
Books, Publications, Dues, & Subscriptions	\$ 2,200
Printing Fees	\$ 1,500
<b>TOTAL</b>	<b>\$ 88,580</b>

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**VI. Explain any issues outstanding for compliance or non-compliance with the State Housing Initiatives Partnership (SHIP) Program:**

The City of Kissimmee is a first-time recipient of SHIP Program funds effective July 1, 2005. As such, there are no outstanding issues regarding compliance or non-compliance with our direct allocation.

However, the City of Kissimmee has entered into an Interlocal Agreement with Osceola County to administer the City's SHIP allocation starting with the 2005/2006 grant. The City is aware that Osceola County has had a history of not encumbering or expending its past allocations in a timely manner. To address this issue, the Interlocal Agreement indicates that Osceola County must submit monthly reports to the City on the status of encumbering and expending the funds as well as quarterly monitoring of the grant by the City of Kissimmee. In the event that the County cannot encumber or expend the funds in a timely manner, the City has the right to terminate the Interlocal Agreement with 3 months notice. The City has also met with the County regarding the timeliness issue and the City's concern about its potential impact on the City's grant.

Note that the City of Kissimmee intends to administer the Hurricane Housing Recovery Program funds directly and will not be entering into an Interlocal Agreement with Osceola County.

**VII. EXHIBITS:**

**A. Timeline for Encumbrance and Expenditure**

**B. Hurricane Housing Goals Chart (HHGC) For Each Fiscal Year Covered**

**C. Certification Page**

**D. Program Information Sheet**

**E. Community Planning Documentation:**

Letters, resolutions detailing the community planning agreement, or interlocal agreement

**F. Adopting Resolution** – original signed, dated, witnessed or attested adopting resolution



FLORIDA HOUSING FINANCE CORPORATION									Sources of Funds:			HHRP		\$ 1,861,481.00	
HURRICANE HOUSING DELIVERY GOALS CHART									Community Planning Partnership			\$ 248,198.00			
STRATEGIES FOR THE HURRICANE HOUSING ASSISTANCE PLAN FOR STATE FISCAL YEAR: 2005/2006									Subtotal			\$ 2,109,679.00			
Name of Local Government: CITY OF KISSIMMEE									ELI Funds			\$ 372,296.00			
									TOTAL AVAILABLE FUNDS:			\$ 2,481,975.00			
									New Construction	Rehab/Repair	Without Construction	D	E	F	
HOME OWNERSHIP STRATEGIES	ELI Units	Max. Award	VLI Units	Max. Award	LI Units	Max. Award	MI Units	Max. Award	HHRP & Partnership Dollars	HHRP & Partnership Dollars	HHRP & Partnership Dollars	Total ELI Dollars	Total HHRP & Partnership Dollars	Total Percentage	Total Units
Construction of Single-Family Condos, Townhouses and/or Homes	0		4	\$32,750	13	\$21,750	6	\$10,583	\$ 477,248.00	\$ -	\$ -	\$ -	\$ 477,248.00	22.62%	23
Impact Fees for Construction Projects	0		4	\$17,109	13	\$17,109	6	\$17,109	\$ 393,507.00	\$ -	\$ -	\$ -	\$ 393,507.00	18.65%	23
Rehabilitation of Hurricane Damaged Owner-Occupied Single-Family Dwellings	0		8	\$12,500	8	\$12,500	4	\$12,500	\$ 250,000.00	\$ -	\$ -	\$ -	\$ 250,000.00	11.85%	20
									\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0
									\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0
									\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0
									\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0
<b>Subtotal 1 (Home Ownership)</b>	<b>0</b>	<b>\$0</b>	<b>12</b>	<b>\$62,359</b>	<b>21</b>	<b>\$51,359</b>	<b>10</b>	<b>\$40,192</b>	<b>\$ 1,120,755.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,120,755.00</b>	<b>53.12%</b>	<b>43</b>
RENTAL STRATEGIES	ELI Units	Max. Award	VLI Units	Max. Award	LI Units	Max. Award	MI Units	Max. Award	New Construction Dollars	Rehab/Repair Dollars	Without Construction Dollars	Total ELI Dollars	Total HHRP & Partnership Dollars	Total Percentage	Total Units
Reconstruction or New Construction of Rental Units	8	\$26,815	7	\$26,815	7	\$26,815	3	\$26,815	\$ 670,375.00	\$ -	\$ -	\$ 214,520.00	\$ 455,855.00	21.61%	25
Impact Fees for Rental Redevelopment / Development Projects	8	\$12,742	7	\$12,742	7	\$12,742	3	\$12,742	\$ 318,550.00	\$ -	\$ -	\$ 101,936.00	\$ 216,614.00	10.27%	25
									\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0
									\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0
									\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0
<b>Subtotal 2 (Non-Home Ownership)</b>	<b>8</b>	<b>\$39,557</b>	<b>7</b>	<b>\$39,557</b>	<b>7</b>	<b>\$39,557</b>	<b>3</b>	<b>\$39,557</b>	<b>\$ 988,925.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 316,456.00</b>	<b>\$ 672,469.00</b>	<b>31.88%</b>	<b>25</b>
Administration Fees												\$ 55,840.00	\$ 316,455.00	12.75%	
Admin. From Program Income												\$ -	\$ -		
Home Ownership Counseling												\$ -	\$ -	0.00%	
<b>GRAND TOTAL</b>	<b>8</b>	<b>\$316,456</b>	<b>19</b>	<b>\$576,335</b>	<b>28</b>	<b>\$882,066</b>	<b>13</b>	<b>\$334,823</b>	<b>\$ 2,109,680.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 372,296.00</b>	<b>\$ 2,109,679.00</b>	<b>100.00%</b>	<b>68</b>
Add Subtotals 1 & 2, plus all Admin. & HO Counseling															
<b>Maximum Allowable Purchase Price:</b>									<b>New</b>		<b>Existing</b>				
<b>Allocation Breakdown</b>			<b>Amount</b>	<b>%</b>					Projected Program Income:	\$ -	Max Amount Program Income For Admin:		\$0.00		
<b>Very-Low Income</b>			\$892,791.00	36.0%					Projected Recaptured Funds:	\$ -					
<b>Low Income</b>			\$882,066.00	35.5%					Distribution:	\$ 2,481,975.00					
<b>Moderate Income</b>			\$334,823.00	13.5%					<b>Total Available Funds:</b>	\$ 2,481,975.00					
<b>TOTAL</b>			\$2,109,680.00	85.0%											08-Sep-05