

## **CITY OF LAUDERHILL**



**SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)**  
**2025-2026, 2026-2027, 2027-2028**

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**I. Program Details:**

**A. LG(s)**

|                                                 |                    |
|-------------------------------------------------|--------------------|
| Name of Local Government                        | City of Lauderdale |
| Does this LHAP contain an interlocal agreement? | No                 |
| If yes, name of other local government(s)       | N/A                |

**B. Purpose of the program:**

- To meet the housing needs of the very low, low, and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan, specific to affordable housing.

**C. Fiscal years covered by the Plan: 2025-2026, 2026-2027, 2027-2028**

**D. Governance:** The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes, and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

**E. Local Housing Partnership:** The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

**F. Leveraging:** The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and 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.

**G. Public Input:** Public input was solicited through face to face or virtual meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

**H. Advertising and Outreach:** SHIP funding availability shall be advertised 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. Waiting List/Priorities:** A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

- Special Needs – Very Low
- Special Needs – Low
- Very Low
- Low
- Special Needs – Moderate
- Essential Service Personnel
- Moderate

- J. **Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. **Support Services and Counseling:** Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.
- L. **Purchase Price Limits:** 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. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

|                          |   |
|--------------------------|---|
| U.S. Treasury Department | X |
| Local HFA Numbers        |   |

- M. **Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at [www.floridahousing.org](http://www.floridahousing.org).

*"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, 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.*

- N. **Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. **Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any 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 periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any homeownership or rental loan or grant listed in this plan in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever 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.

- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

*Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: "A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

*Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

| Entity                           | Duties                                                                                                                                                              | Admin. Fee Percentage |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Local Government                 | Administration, Implementation, Monitoring (Application intake, verification, eligibility determination, advertising, reporting, AHAC meetings, Invoice processing) | 10%                   |
| Third Party Entity/Sub-recipient | N/A                                                                                                                                                                 | N/A                   |

- R. First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

- S. Project Delivery Costs:** In addition to the administrative costs listed above, the City of Lauderhill will assess no more than 8% for project delivery fees for owner-occupied, disaster, and emergency repair strategies. Project delivery costs

will include preparation of inspections (initial, interim, and final), work specifications, title searches, and lead-based paint testing performed by a third-party, pre-bid walkthroughs, bid reviews, construction oversight if necessary, non-city employee fees associated with file maintenance, reporting customer relations, and other duties as assigned. The fees will be as per contract with the professional entities providing the services and will be included in the recorded second mortgage amount.

The City of Lauderdale will provide \$900.00 project delivery cost to the procured agency to provide application assistance and housing counseling for each approved file. This amount will be included in the recorded mortgage and note.

- T. Essential Service Personnel Definition (ESP):** ESP includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.
- U. Describe efforts to incorporate Green Building and Energy Saving products and processes:** The City will, when economically feasible, employ the following Green Building requirements on rehabilitation and emergency repairs:
1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
  2. Low-flow water fixtures in bathrooms – WaterSense labeled products or the following specifications:
    - i. Toilets: 1.6 gallons/flush or less;
    - ii. Faucets: 1.5 gallons/minute or less;
    - iii. Showerheads: 2.2 gallons/minute or less;
  3. Energy Star qualified refrigerator, if provided;
  4. Energy Star qualified dishwasher, if provided;
  5. Energy Star qualified washing machine, if provided;
  6. Energy Star qualified exhaust fans in all bathrooms, if provided;
  7. Air conditioning: minimum SEER of 14. Packaged units are allowed in studios and one bedroom units with a minimum of 11.7 SEER.
  8. Energy Star qualified light fixtures/ceiling fans, if provided;
  9. Energy Star qualified light bulbs; and
  10. Energy Star qualified water heaters, if applicable.
- V. Describe efforts to meet the 20% Special Needs set-aside:** The City collaborates with social service agencies serving the designated special needs populations to achieve the goal of the special needs set-aside. The goals will primarily be met through the Owner-Occupied Rehabilitation, Purchase Assistance, and Emergency Repair strategies.
- W. Describe efforts to reduce homelessness:** As a part of the Broward HOME Consortia, the City collaborates with the Broward Continuum of Care to serve the homeless population. Individuals and families are to contact Broward 2-1-1 to open a case and be placed in programs available to them based on need.

**Section II. LHAP Strategies:**

**A. PURCHASE ASSISTANCE WITH OR WITHOUT REHABILITATION**

Code 1, 2

**A. Summary:** Funds will be awarded for down payment, closing costs, mortgage buy down, principal buy down, and other costs associated with purchasing a home. Eligible housing includes existing or newly constructed (with a Certificate of Occupancy) single-family homes, townhomes, and condominiums located within the city limits of Lauderhill. Eligible households may additionally qualify for rehabilitation to address improvements needed for safe, and sanitary habitation, as well as accessibility improvements for Special Needs applicants.

- A. Fiscal Years Covered:** 2025-2026, 2026-2027, 2027-2028
- B. Income Categories to be served:** Very Low, Low, and Moderate
- C. Maximum award:** Up to \$75,000 for Very Low income; Up to \$65,000 for Low income; and Up to \$40,000 for Moderate income. The total cost of repairs cannot exceed \$10,000.
- D. Terms:**
1. **Repayment loan/deferred loan/grant:** Funds will be awarded as a Deferred Payment Loan secured by a recorded subordinate mortgage and note.
  2. **Interest Rate:** 0%
  3. **Years in loan term:** 5 years for Special Needs as defined by Florida Statute 420.0004 (13), 10 years for Moderate, and 15 years for all other applicants.
  4. **Forgiveness:** Loan will be forgiven on a prorated annual basis -20% per year for 5-year terms, 10% per year for 10 year terms, and 4.33% per year for 15 year terms.
  5. **Repayment:** No repayment required so long as the loan is in good standing.
  6. **Default:** The loan will be determined to be in default if any of the following occurs during the loan term: sale; transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to occupy the home as their primary residence; or obtains a reverse mortgage. If any of these occur, the outstanding balance of the loan will be due and payable.
    - i. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by an income eligible heir who will occupy the home as their primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
    - ii. If the home is foreclosed on by a superior mortgage holder, the city will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
- E. Recipient/Tenant Selection Criteria:** Applicants are accepted on a first-qualified, first-closed, first-served basis with priorities for Special Needs, Essential Services Personnel, and income groups as described in this Section I. (I) of this plan. Applicant must be a first-time homebuyer as defined in Section I. (R) of this plan. Applicant cannot own any real estate.

**F. Sponsor Selection Criteria: N/A**

**G. Additional Information:**

1. The applicant must receive a mortgage commitment from a first mortgage lender licensed under Part III of Chapter 494, Florida Statutes, and the lender must adhere to the City's underwriting guidelines.
2. The applicant must complete an 8-hour HUD-approved Homebuyer Education Course prior to the submission of an application.
3. The applicant must contribute no less than 3% of the purchase price towards the down-payment. At least 1% of the purchase price must be contributed from the applicant's own funds; the remaining 2% may come from a non-borrowed source. Funds may be in the form of a gift, so long as the source of the gift is revealed.
4. Assisted properties must obtain property insurance.
5. The City will be in no less than second lien position.
6. Applicants may not exceed the allowed cash value assets that exceed \$40,000 after closing. Exclusions are defined in accordance with 24 CFR Part 5. Cash value is defined as dollars expressed in an applicant's account under any investment election or the total thereof, including rental property.
7. The maximum amount needed to qualify will be awarded in all cases.
8. Under this strategy, an applicant can only receive assistance once in a lifetime, except following a disaster as declared by an Executive Order issued by the President of the United States or the Governor of the State of Florida.
9. The City's administrative policy allows for "Permitted Refinancing" and subordination for the purpose of refinancing an existing debt that is in a superior lien position to the Program Loan. The City's Subordination Policy is attached as Exhibit "H" and may be amended from time to time. Subordination restrictions:
  - i. Subordination of the Program Loan will not be approved for a purpose other than to refinance the mortgage debt to secure a lower interest rate, decrease the loan term, or reduce the monthly payment that was secured by the subject property on the same date of the Program Loan.
  - ii. The City will agree to a subordination for a simple refinance no more than once during the course of the Program Loan.

|                                         |               |
|-----------------------------------------|---------------|
| <b>B. OWNER OCCUPIED REHABILITATION</b> | <b>Code 3</b> |
|-----------------------------------------|---------------|

**A. Summary:** Funds will be awarded to households in need of repair to correct code violations, health and safety issues, electrical, plumbing, roofing, windows, doors, and other structural items. Cosmetic items may be included if funding is available after completing all required repairs listed above. Kitchen and bathroom repairs are permitted for Special Needs and Elderly recipients only.

**A. Fiscal Years Covered:** 2025-2026, 2026-2027, 2027-2028

**B. Income Categories to be served:** Very Low, Low, Moderate, and households up to 140% AMI

**C. Maximum award:** Up to \$60,000, including project delivery costs

**D. Terms:**

1. Repayment loan/deferred loan/grant: Funds will be awarded as a Deferred Payment Loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 5 years for Special Needs as defined by Florida Statute 420.0004 (13) and Elderly as defined by Florida Statute 420.0004(8), and 10 years for all other applicants.
4. Forgiveness: Loan will be forgiven on a prorated annual basis 20% per year for 5-year terms and 10% per year for 10 year terms.
5. Repayment: No repayment required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale; transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to occupy the home as their primary residence; or obtains a reverse mortgage. If any of these occur, the outstanding balance of the loan will be due and payable.

- i. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by an income eligible heir who will occupy the home as their primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
- ii. If the home is foreclosed on by a superior mortgage holder, the city will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- E. Recipient/Tenant Selection Criteria:** Applicants are accepted on a first-qualified, first-served basis with priorities for Special Needs, Essential Services Personnel, and income groups as described in this Section I. (I) of this plan.

**c. Sponsor Selection Criteria:** N/A

**d. Additional Information:**

1. Assistance will only be provided for homes that are owner-occupied and used as a primary residence. Proof of Homestead Exemption is required.
2. Applicants with reverse mortgages will not be assisted.
3. The City will only accept first and/or second position in the lien process.
4. Assisted properties of moderate or households up to 140% AMI must have property insurance. Special needs, very low, and low applicants will be required to have Flood Insurance for assisted properties located in a designated flood zone.
5. Elderly, as defined by Florida Statute 420.0004(8): Families where the head of household or spouse is 62 years of age or older at the time of application.
6. Applicants are required to be current on all City services (with the exception of code violations if being assisted through this activity to correct), mortgage, and homeowner association fees.
7. Applicants with a cash value in excess of \$40,000 will not be considered. Applicant must not own any other property used for residential purposes.
8. Rehabilitation assistance will not include relocation costs.
9. All rehabilitation work will be performed by contractors on the City's approved contractors list. All work will be performed according to the work write-up specifications, the SHIP Administrator or his/her designee will delete some line items from the bid until the bid does not exceed the maximum

award. After such deletion, the lowest most responsive bidder will be awarded the contract. If it is determined that all line items are Building Code related, then all bids will be rejected, and the applicant will be deemed ineligible due to the excessive cost of the rehabilitation project.

10. Under this strategy, an applicant can only receive assistance once in a lifetime, except following a disaster as declared by an Executive Order issued by the President of the United States or the Governor of the State of Florida.

11. The City's administrative policy allows for "Permitted Refinancing" and subordination for the purpose of refinancing an existing debt that is in a superior lien position to the Program Loan. The City's Subordination Policy is attached as Exhibit "H" and may be amended from time to time. Subordination restrictions:

- a. Subordination of the Program Loan will not be approved for a purpose other than to refinance the mortgage debt to secure a lower interest rate, decrease the loan term, or reduce the monthly payment that was secured by the subject property on the same date of the Program Loan.
- b. The City will agree to a subordination for a simple refinance no more than once during the course of the Program Loan.

#### **C. EMERGENCY REPAIR**

Code 6

a. Summary: Funds will be awarded to applicants in need of emergency rehabilitation of their home related to a dire situation that needs to be mitigated immediately. This may include: damaged roof that is leaking, mold remediation, damaged windows causing exposure to the elements, or electrical problems that could cause damage (fire) to the home or is an immediate health hazard to the occupants. This strategy will only be used for an applicant who has applied for, but not received assistance through the owner-occupied rehabilitation strategy.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very Low, Low, and Moderate, and households up to 140% AMI

d. Maximum award: Up to \$30,000, including project delivery costs

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a Deferred Payment loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 5 years for Special Needs as defined by Florida Statute 420.0004 (13) and Elderly as defined by Florida Statute 420.0004(8), and 10 years for all other applicants.
4. Forgiveness: Loan will be forgiven on a prorated annual basis 20% per year for 5-year terms and 10% per year for 10 year terms.
5. Repayment: No repayment required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale; transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to occupy the home as their primary residence; or obtains a reverse mortgage. If any of these occur, the outstanding balance of the loan will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by an income eligible heir who will occupy the home as their primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the city will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. **Recipient/Tenant Selection Criteria:** Applicants will be selected based on the priority of the emergency need as determined by the SHIP Administrator or his/her designee. Priority is based on the appearance of an imminent health hazard that will impact life and safety. If more than one application is received at any given time, applicants will be ranked on a first-qualified, first-served basis with priorities for Special Needs, Essential Services Personnel, and income groups as described in this Section I. (f) of this plan.
- g. **Sponsor Selection Criteria:** N/A
- h. **Additional Information:**
  - 1. Assistance will only be provided for homes that are owner-occupied and used as a primary residence. Proof of Homestead Exemption is required.
  - 2. Applicants with reverse mortgages will not be assisted.
  - 3. The City will only accept first and/or second position in the lien process.
  - 4. An applicant requesting an emergency repair will be required to:
    - a. Allow third-party home inspector access to the home for inspections to determine need of repair.
    - b. Moderate and households up to 140% AMI income levels must provide proof of homeowner's insurance policy and any proof of whether or not the insurance will cover any part of the repair.
    - c. Uninsured eligible applicants may be assisted on a case-by-case basis, as determined by the City Manager. Criteria: must be Special Needs, Elderly, or fall within the very low or low-income category.
    - d. In the event that a claim is filed, the City may repair damage to the property not covered by the insurance company once the claim has been closed. Proof of claim completion is required.
    - e. If insured, the City will assist with the applicant's deductible up to 50% and/or \$10,000 as a part of the \$30,000 maximum award.
  - 5. Flood insurance is required for assisted properties located in a designated flood zones.
  - 6. Elderly, as defined by Florida Statute 420.0004(8): Families where the head of household or spouse is 62 years of age or older at the time of application.
  - 7. Applicants are required to be current on all City services (with the exception of code violations if being assisted through this activity to correct), mortgage, and homeowner association fees.
  - 8. Applicants with a cash value in excess of \$40,000 will not be considered. Applicant must not own any other property used for residential purposes.
  - 9. Emergency Repair assistance will not include relocation costs.
  - 10. All rehabilitation work will be performed by contractors on the City's approved contractors list.
  - 11. Under this strategy, an applicant can only receive assistance once in a lifetime, except following a disaster as declared by an Executive Order issued by the President of the United States or the Governor of the State of Florida.

12. The City's administrative policy allows for "Permitted Refinancing" and subordination for the purpose of refinancing an existing debt that is in a superior lien position to the Program Loan. The City's Subordination Policy is attached as Exhibit "H" and may be amended from time to time.

**D. DISASTER REPAIR**

**Code 5**

- a. **Summary:** Funds will be awarded to applicants in need of home repairs directly caused by a disaster that is declared by an Executive Order of the President or Governor. Repairs will be prioritized as follows:
1. Immediate threats to health and safety (sewage, damaged windows, roofing) in cases where the home is still habitable.
  2. Imminent residual damage to the home (such as damage caused by a leaking roof) in cases where the home is still habitable.
  3. Repairs necessary to make the home habitable.
  4. Repairs to mitigate dangerous situations (exposed wires).
- b. **Fiscal Years Covered:** 2025-2026, 2026-2027, 2027-2028
- c. **Income Categories to be served:** Very Low, Low, and Moderate
- d. **Maximum award up to:** Up to \$20,000 – Very Low; Up to \$15,000 – Low and Moderate, including project delivery costs
- e. **Terms:**
1. Repayment: Grant
  2. Interest Rate: N/A
  3. Years in loan term: N/A
  4. Forgiveness: N/A
  5. Repayment: N/A
  6. Default: N/A
- f. **Recipient/Tenant Selection Criteria:** Applicants are accepted on a first-qualified, first-served basis with priorities for Special Needs, Essential Services Personnel, and Income groups as described in this Section I.  
I.  
(I) of this plan.
- g. **Sponsor Selection Criteria:** N/A
- h. **Additional Information:**
1. Disaster Recovery will only be allocated from unencumbered funds or additional funds awarded through Florida Housing Finance Corporation for the disaster.
  2. Assistance will only be provided for homes that are owner-occupied and used as a primary residence. Proof of Homestead Exemption is required.
  3. Assisted properties must have property insurance. Flood insurance is required for assisted properties located in a designated flood zones. An applicant requesting an emergency repair will be required to:
    - a. Disclose all storm-related insurance claims on the property prior to consideration for assistance and must file for and use proceeds from insurance as the first option.

- b. Declaration assistance received from Federal, State, or private insurance prior to consideration for eligibility.
- c. Allow third-party home inspector access to the home for inspections to determine need of repair.
- 4. Damages covered by homeowners insurance and/or FEMA are not eligible.
- 5. Applicants are required to be current on all City services (with the exception of code violations if being assisted through this activity to correct), mortgage, and homeowner association fees.
- 6. Applicants with cash assets in excess of \$40,000 will not be considered.
- 7. Disaster Repair assistance will not include relocation costs.
- 8. All rehabilitation work will be performed by contractors that are on the City's approved contractors list.

| E. Foreclosure Prevention                                                                                                                                                                                              | Code 7 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| <p>a. Summary: Funds will be awarded to households in arrears on their first mortgage. Arrears must be at least three (3) months, but no more than six (6) months. Property cannot be under an active foreclosure.</p> |        |

- b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
- c. Income Categories to be served: Very Low, Low, and Moderate
- d. Maximum award: Up to \$10,000
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a Deferred Payment loan secured by a recorded subordinate mortgage and note.
  - 2. Interest Rate: 0%
  - 3. Years in loan term: 5 Years
  - 4. Forgiveness: Loan is forgiven 20% per year.
  - 5. Repayment: No repayment required as long as the loan is in good standing.
  - 6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale; transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to occupy the home as their primary residence; or obtains a reverse mortgage. If any of these occur, the outstanding balance of the loan will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by an income eligible heir who will occupy the home as their primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the city will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. **Recipient/Tenant Selection Criteria:** Applicants will be assisted on a first-qualified, first-served basis with priorities for Special Needs, Essential Services Personnel, and income groups as described in this Section I. (I) of this plan.
- g. **Sponsor/Sub-recipient Selection Criteria:** N/A
- h. **Additional Information:**
  - 1. Applicants must comply with the following:
    - a. Provide proof of arrearage in the form of notification from the conventional mortgage lender/holder. Private mortgages are not acceptable. Private mortgage holder is defined as a loan created between private individuals for the purchase of real estate (i.e. friends, family members, colleagues, or investment firms).
    - b. Provide evidence of hardship that caused the arrearage (health-related, loss of employment, death of household member, divorce).
    - c. Provide a written statement as evidence of the ability to resume making payments after funding is used, which includes an explanation of how the hardship has been overcome and an indication of the budget plan that will allow for resumption of payments.
    - d. Proof of completion of foreclosure prevention counseling provided by a HUD-certified third-party agency is mandatory prior to the release of funding.

| F. Rental Assistance & Security Deposits                                                                                                                                                                                                                                                                      | Code 13, 23 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| a. Summary: Funds will be awarded to households in need of one-time assistance to obtain a lease on a rental unit and qualify under Florida Statute 420.9072 (7)(b). This may include security deposits, and eviction prevention. Arrears must be at least three (3) months, but no more than six (6) months. |             |

- b. **Fiscal Years Covered:** 2025-2026, 2026-2027, 2027-2028
- c. **Income Categories to be served:** Very Low, and Low
- d. **Maximum award:** Up to \$5,000
- e. **Terms:**
  - 7. Repayment loan/deferred loan/grant: Grant
  - 8. Interest Rate: N/A
  - 9. Years in loan term: N/A
  - 10. Forgiveness: N/A
  - 11. Repayment: N/A
  - 12. Default: N/A
- f. **Recipient/Tenant Selection Criteria:** Applicants will be assisted on a first-qualified, first-served basis with priorities for Special Needs, Essential Services Personnel, and income groups as described in this Section I. (I) of this plan.
- g. **Sponsor/Sub-recipient Selection Criteria:** N/A
- h. **Additional Information:**

1. Funds for Rental Assistance/Security Deposits will only be implemented in the event that the program receives sufficient program income to support this strategy.
2. Applicants must comply with the following:
  - a. Eviction Prevention:
    - o Provide proof of arrearage in the form of a tenant ledger along with an active lease.
    - o Landlord must be willing to sign a Landlord Affidavit to Rescind the Eviction process.
  - b. Move-In Assistance:
    - o Provide an active lease from the potential landlord.
    - o Landlord must be willing to sign a Landlord Agreement.
  - c. Provide evidence of hardship that caused the arrearage (health-related, loss of employment, death of a household member, divorce).
  - d. Provide a written statement as evidence of the ability to resume making payments after funding is used, which includes an explanation of how the hardship has been overcome and an indication of the budget plan that will allow for resumption of payments.
  - e. No month-to-month leases are eligible.
  - f. Under this strategy, an applicant can only receive assistance once in a lifetime
  - g. Assistance will be paid directly to the housing provider on behalf of the applicant.

### **III. LHAP Incentive Strategies**

In addition to the required Incentive Strategy A and Strategy B, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

**A. Name of the Strategy: Expedited Permitting**

Affordable housing rehabilitation permits will be given priority and expedited to a greater degree and shall not exceed a turnaround period of more than 7 business days in the future.

**B. Name of the Strategy: Ongoing Review Process**

Through the AHAC Committee, the City will review local policies, ordinances, regulations, and plan provisions on a quarterly basis to monitor the increase cost of housing prior to their adoption. All recommendations will be discussed and recommended to the City Commission in December of each year. If the recommendations of Commission are accepted, the Mayor will work with City staff to implement the requested commendations.

**C. Name of the Strategy: Density Flexibility Allowance**

City will implement the allowance of flexibility in densities for affordable housing as outlined in the Land and Development Regulations (LDR).

**D. Name of the Strategy: Flexible Lot Allowance**

City will implement the allowance of flexible lot configurations, including zero-lot-line configurations as outlined in the LDR.

**E. Name of the Strategy: Street Requirement Modifications**

Modifications will be implemented as outlined in the City's LDR.

**F. Name of Strategy: Modification of Impact Fees**

Impact fees are managed by Broward County for roads and schools. The only fee the City has control over is the concurrency fee. Fees will be reviewed by the City Engineer for consideration.

**G. Name of Strategy: Printed Inventory**

A list of inventory of locally owned public lands suitable for affordable housing is prepared and updated by the City's GIS Manager. This information is readily available on the City's website.

**H. Name of Strategy: Development Near Transportation HUBS**

The City will continue utilizing the designated TOC SR 7 to provide for the development of mixed-use projects.

**IV. EXHIBITS:**

**Required**

- A. Administrative Budget for each fiscal year covered in the Plan.**
- B. Timeline for Estimated Encumbrance and Expenditure.**
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.**
- D. Signed LHAP Certification.**
- E. Signed, dated, witnessed, or attested adopting resolution.**

**Optional**

- F. Ordinance: (If changed from the original creating ordinance).**
- G. Interlocal Agreement (Required if applicable).**

## ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

## Exhibit A

Exhibit A (2025)

(Local Government name)

| Fiscal Year: 2025-2026                                                                                                                                                                                                                                                               |    |            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------------|
| Estimated SHIP Funds for Fiscal Year:                                                                                                                                                                                                                                                | \$ | 565,390.00 |
| Salaries and Benefits                                                                                                                                                                                                                                                                | \$ | 48,656.00  |
| Office Supplies and Equipment                                                                                                                                                                                                                                                        | \$ | 1,500.00   |
| Travel Per diem Workshops, etc.                                                                                                                                                                                                                                                      | \$ | 3,983.00   |
| Advertising                                                                                                                                                                                                                                                                          | \$ | 2,400.00   |
| Other*                                                                                                                                                                                                                                                                               | \$ |            |
| Total                                                                                                                                                                                                                                                                                | \$ | 56,539.00  |
| Admin %                                                                                                                                                                                                                                                                              |    | 10.00%     |
| OK                                                                                                                                                                                                                                                                                   |    |            |
| Fiscal Year 2026-2027                                                                                                                                                                                                                                                                |    |            |
| Estimated SHIP Funds for Fiscal Year:                                                                                                                                                                                                                                                | \$ | 565,390.00 |
| Salaries and Benefits                                                                                                                                                                                                                                                                | \$ | 48,656.00  |
| Office Supplies and Equipment                                                                                                                                                                                                                                                        | \$ | 1,500.00   |
| Travel Per diem Workshops, etc.                                                                                                                                                                                                                                                      | \$ | 3,983.00   |
| Advertising                                                                                                                                                                                                                                                                          | \$ | 2,400.00   |
| Other*                                                                                                                                                                                                                                                                               | \$ |            |
| Total                                                                                                                                                                                                                                                                                | \$ | 56,539.00  |
| Admin %                                                                                                                                                                                                                                                                              |    | 10.00%     |
| OK                                                                                                                                                                                                                                                                                   |    |            |
| Fiscal Year 2027-2028                                                                                                                                                                                                                                                                |    |            |
| Estimated SHIP Funds for Fiscal Year:                                                                                                                                                                                                                                                | \$ | 565,390.00 |
| Salaries and Benefits                                                                                                                                                                                                                                                                | \$ | 48,656.00  |
| Office Supplies and Equipment                                                                                                                                                                                                                                                        | \$ | 1,500.00   |
| Travel Per diem Workshops, etc.                                                                                                                                                                                                                                                      | \$ | 3,983.00   |
| Advertising                                                                                                                                                                                                                                                                          | \$ | 2,400.00   |
| Other*                                                                                                                                                                                                                                                                               | \$ |            |
| Total                                                                                                                                                                                                                                                                                | \$ | 56,539.00  |
| Admin %                                                                                                                                                                                                                                                                              |    | 10.00%     |
| OK                                                                                                                                                                                                                                                                                   |    |            |
| <p>*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.</p> <p>Details:</p> |    |            |

**Exhibit B**  
**Timeline for SHIP Expenditures**

**City of Lauderhill** affirms that funds allocated for these fiscal years will  
*(local government)*  
 meet the following deadlines:

| Fiscal Year      | Encumbered | Expended  | Closeout Report |
|------------------|------------|-----------|-----------------|
| <b>2025-2026</b> | 6/30/2027  | 6/30/2028 | 9/15/2028       |
| <b>2026-2027</b> | 6/30/2028  | 6/30/2029 | 9/15/2029       |
| <b>2027-2028</b> | 6/30/2029  | 6/30/2030 | 9/15/2030       |

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation should be notified according to the following dates:

| Fiscal Year      | Funds Not Expended | Closeout AR Not Submitted |
|------------------|--------------------|---------------------------|
| <b>2025-2026</b> | 3/30/2028          | 6/15/2028                 |
| <b>2026-2027</b> | 3/30/2029          | 6/15/2029                 |
| <b>2027-2028</b> | 3/30/2030          | 6/15/2030                 |

**Requests for Expenditure Extensions (close-out year ONLY) must be emailed to**  
[robert.dearduff@floridahousing.org](mailto:robert.dearduff@floridahousing.org) and [kathy.cutler@floridahousing.org](mailto:kathy.cutler@floridahousing.org) and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year \_\_\_\_\_.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan/timeline of how/when the money will be expended.

*Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended.*

**Other Key Deadlines:**

AHAC reports are now due annually by December 31. Local governments-receiving the minimum (or less) allocation may choose not to report.

ACFR financial statements are due each June 30 for the report ending September 30 of the previous year.







**CERTIFICATION TO  
FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity:

City of Lauderhill

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (ACFR). An electronic copy of the ACFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.
- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

\_\_\_\_\_  
Witness

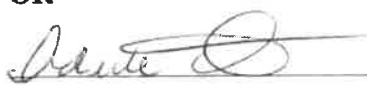
  
\_\_\_\_\_  
Chief Elected Official or designee

\_\_\_\_\_  
Witness

Denise D. Grant, Mayor City of Lauderhill  
\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_  
Date

OR

  
\_\_\_\_\_  
Attest:



(Seal)

**RESOLUTION NO. 25R-04-85**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA, APPROVING AND ADOPTING THE LOCAL HOUSING ASSISTANCE PLANS (LHAP) FOR FISCAL YEARS 2025 -2028 AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM ACT, FLORIDA STATUTES, SECTIONS 420.907- 420.9079 AND FLORIDA ADMINISTRATIVE CODE RULE CHAPTER 67-37; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AUTHORIZING AND DIRECTING THE MAYOR, INTERIM CITY MANAGER OR OTHER APPROPRIATE OFFICIALS TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AND PROVIDING FOR AN EFFECTIVE DATE ( REQUESTED BY INTERIM CITY MANAGER, KENNIE HOBBS, JR.).**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA:**

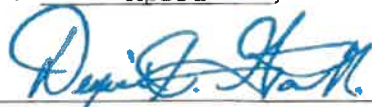
**Section 1.** The City Commission of the City of Lauderhill hereby approves and adopts the Local Housing Assistance Plan (LHAP) for Fiscal Years 2025 -2028 as required by the State Housing Initiatives Partnership Program (SHIP) Program Act, Florida Statutes, Sections 420.907- 420.9079 and Florida Administrative Code Rule Chapter 67-37, a copy of which is attached hereto and incorporated by reference.

**Section 2.** The Interim City Manager is authorized to submit the Local Housing Assistance Plan for review and approval by the Florida Housing Finance Corporation.

**Section 3.** The Mayor, Interim City Manager and all appropriate officials are authorized to execute all documents and certifications necessary to fulfill the terms of this Resolution.

**Section 4.** This Resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED this 14 day of April, 2025.**

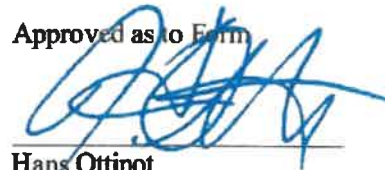
  
\_\_\_\_\_  
**DENISE D. GRANT, MAYOR  
PRESIDING OFFICER**

ATTEST:

  
ANDREA M. ANDERSON, MMC  
CITY CLERK

MOTION S. Martin  
SECOND R. Campbell

|             |            |
|-------------|------------|
| R. CAMPBELL | <u>Yes</u> |
| M. DUNN     | <u>Yes</u> |
| D. GRANT    | <u>Yes</u> |
| J. HODGSON  | <u>Yes</u> |
| S. MARTIN   | <u>Yes</u> |

Approved as to Form  
  
Hans Ottinot  
Interim City Attorney



## **SUBORDINATION POLICY**

### **Deferred Forgivable Loan Subordination Policy**

The City of Lauderhill Deferred Forgivable Loan Program will consider a loan subordination request from an individual borrower who has a loan with City of Lauderhill where the subordination results in the following:

- Simple refinancing, such as interest rate reduction and/or making a change to a mortgage loan product (when a balloon or ARM matures and the borrower switched to a fixed product).

**Cash out financing requests will not be considered.**

### **Other guidelines include:**

1. A non-refundable fee of \$200.00 will be submitted with the subordination request via Money Order payable to the City of Lauderhill.
2. The first mortgage loan cannot exceed the current mortgage balance secured ahead of the City loan (excluding reasonable lenders fees).
3. Lender fees, such as closing costs, may be rolled into the new loan.
4. The new total loan-to-value ratio cannot exceed 95%.
5. Homeowner must retain at least 10% equity.
6. The City loan will be in no less than second position.
7. An escrow for taxes and insurance must be included in the loan.
8. Any land use restrictions must remain in place until the period of affordability is completed.
9. The City will agree to a subordination for a simple refinance no more than once in any twelve (12) month period.
10. The City will require a minimum of 10 working days to review the documents and an additional 5 working days to make a determination.
11. The City Manager or his/her designee is authorized to sign subordination agreements on behalf of the City.

### **Forms Needed**

- Subordination Worksheet
- Comparative Analysis

### **Required Documentation**

Recipients of a Deferred Forgivable Loan requesting subordination shall submit the following information to the Grants Division for review and determination:

### **BORROWER**

1. A signed letter from the **Borrower** requesting subordination at principal address, reason for subordinating, specifying lender, authorizing the City to share and release information to specified lender, and stating understanding of terms listed in this policy.

### **LENDER**

1. Mortgage Commitment Letter from the **Lender** including:
  - a. Detailed terms and conditions of the new loan, total loan amount, interest rate and loan product;
  - b. Documentation indicating the payoff of the mortgage that is in a superior position to the grant loan, indicating current monthly payment, interest rate and remaining term;
  - c. State in the cover letter that they understand that the City of Lauderhill mortgage will remain in no less than second position;
2. Loan application signed by borrower to include current loan balance and monthly payment;
3. Title Commitment or Policy;
4. First two (2) pages of the Appraisal Report conducted by a certified appraiser;
5. Copy of Loan Estimate and Closing Disclosure for the proposed refinance;
6. Proof of homestead;
7. Documentation such as utility bills that confirms occupancy;
8. Subordination Agreement; and
9. Lender agreement to expediently record mortgage.

## SUBORDINATION WORKSHEET

Name(s): \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Estimated Closing Date: \_\_\_\_\_

\_\_\_\_\_ Check No: \_\_\_\_\_

Instrument# of loan for subordination consideration: \_\_\_\_\_

|                                             |  |
|---------------------------------------------|--|
| City of Lauderhill Loan Amount              |  |
| Original First Mortgage Amount              |  |
| Original Appraisal Value                    |  |
| Requested First Mortgage Amount             |  |
| Current Appraised Value                     |  |
| New Total Loan-to-Value (cannot exceed 95%) |  |
| Housing Debt Income (PITI: Income)          |  |

### **Required Documents: Borrower**

|                          |                                                                                                   |
|--------------------------|---------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | Authorization Letter signed by Borrower stating the following:                                    |
| <input type="checkbox"/> | Request for subordination                                                                         |
| <input type="checkbox"/> | Giving approval to the City of Lauderhill to share and/or release information to specified lender |
| <input type="checkbox"/> | States borrower understands terms in this policy                                                  |

### **Required Documents: Lender**

|                          |                                                                         |
|--------------------------|-------------------------------------------------------------------------|
| <input type="checkbox"/> | Mortgage Commitment Letter                                              |
| <input type="checkbox"/> | Loan application signed by borrower                                     |
| <input type="checkbox"/> | Copy of Title Commitment or Policy                                      |
| <input type="checkbox"/> | First two pages of property appraisal report from a certified appraiser |

|                          |                                                                           |
|--------------------------|---------------------------------------------------------------------------|
| <input type="checkbox"/> | Copy of Loan Estimate for the proposed refinance                          |
| <input type="checkbox"/> | Proposed closing disclosure                                               |
| <input type="checkbox"/> | Documentation such as utility bills that confirm occupancy                |
| <input type="checkbox"/> | Subordination Agreement – which needs to be recorded by the closing agent |
| <input type="checkbox"/> | Lender agreement to expediently record mortgage                           |

Status (check one): ☐ Approved ☐ Disapproved

Reviewer: \_\_\_\_\_

Grants Manager

Date

Date Received: \_\_\_\_\_

City Manager

Date

## COMPARATIVE ANALYSIS

This form is designed to provide the information necessary for responding to your subordination request. Please complete the form in its entirety. The City of Lauderhill reserves the right to require additional information if needed for further evaluation. It is in the sole discretion of the City to agree to subordinate its mortgage note. This subordination request form along with attachments and the appropriate review and processing fee should be returned to:

**City of Lauderhill**  
Attn: Grants Division  
5581 West Oakland Park Blvd.  
Lauderhill, Florida 33313

Homeowner's Name(s): \_\_\_\_\_

Current Address: \_\_\_\_\_ Instrument # of current lien for  
consideration: \_\_\_\_\_

Lending Institution and Contact Person (to which loan would be subordinated):

Institution Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Subordinate Mortgage Amount: \_\_\_\_\_

|                   | Principal<br>Balance | Interest Rate | Type of Rate<br>(Fixed or<br>Variable) | Mortgage<br>Payment (P+I) |
|-------------------|----------------------|---------------|----------------------------------------|---------------------------|
| Existing Mortgage |                      |               |                                        |                           |
| New Mortgage      |                      |               |                                        |                           |

**Reason for Request:**

---

---

**Borrower Certification/Statement:**

I am the owner of the subject property, which is my principal residence. The information contained herein is true and accurate. I will receive no cash as a result of the new loan.

Signature \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Name \_\_\_\_\_ Date \_\_\_\_\_

## PROCEDURES

| <b><u>Responsibility</u></b> | <b><u>Action</u></b>                                                                                                                                                                                                                          |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Borrower or Lender           | Makes a request for subordination of a loan to the Grants Division.                                                                                                                                                                           |
| Grants Representatives       | Provide information to the Lender and/or Borrower regarding the Subordination Policy and Procedures.                                                                                                                                          |
| Borrower                     | Submits a written letter requesting the subordination.                                                                                                                                                                                        |
| Lender                       | Submits a non-refundable fee of \$200.00 with the subordination request payable to the City of Lauderhill. Include letter from borrower, contact information for the closing or title agency, and prepaid return mailing label with envelope. |
| Lender                       | Submit required documents to:<br>City of Lauderhill<br>Attn: Grants Division<br>5581 W. Oakland Park Blvd.<br>Lauderhill, FL 33313                                                                                                            |
| Grants Representatives       | Review the file and all submitted materials, confirms the exact legal names, and completes the Subordination Worksheet. Send to City Attorney for legal review.                                                                               |
| City Attorney                | Reviews the prepared agreement and file check names, parcel numbers, legal description, recording information, loan amounts, and that the new lender's name reflected in the subordination agreement is a legal entity.                       |
| Grants Representatives       | Send to Grants Manager for review and preapproval signature.                                                                                                                                                                                  |
| Grants Manager               | Reviews and forward to City Manager for signature. Return back to Grants Rep.                                                                                                                                                                 |

|                              |                                                                                                                                                                                                                                                                                                                              |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Grants Representatives       | Gather required signatures and notify the Lender that the agreement has been approved or denied. If approved, Grants Rep will request lenders written agreement to expedite recording of subordination agreement and Rep will provide mortgagee clause for inclusion of additional insured for property and flood insurance. |
| Closing Agency/Title Company | Forward letter assenting to expedite recording of subordination agreement.                                                                                                                                                                                                                                                   |
| Grants Representative        | Forward signed subordination agreement with prepaid mailing label.                                                                                                                                                                                                                                                           |
| Closing Agency/Title Company | Receives the subordination agreement, expediently record subordination agreement with Broward County Public Records Division, then file new mortgage with the register of Deeds and provide copies of both documents to the City along with a copy of the Final Closing Disclosure.                                          |
| Grants Representative        | Received the recorded subordination agreement, new mortgage, and final closing disclosure for file retention.                                                                                                                                                                                                                |

**Items to be retained in the Client File maintained by the City:**

- Recorder Original Mortgage for the City
- Original, signed Note and Mortgage
- Letter from Borrower requesting subordination
- Mortgage commitment letter from Lender
- Signed loan application
- Title Commitment
- Closing Estimate
- First two pages of appraisal
- Subordination Worksheet
- Comparative Analysis
- Recorded Subordinated Mortgage Agreement
- Lender agreement to expediently record mortgage
- Closing Disclosure