CITY OF TITUSVILLE, FLORIDA

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

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<td></td>
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</tbody>
</table>
I. **Program Details:**

A. **LG(s)**

<table>
<thead>
<tr>
<th>Name of Local Government</th>
<th>City of Titusville, Florida</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does this LHAP contain an interlocal agreement?</td>
<td>No</td>
</tr>
<tr>
<td>If yes, name of other local government(s)</td>
<td></td>
</tr>
</tbody>
</table>

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:** 2019-2020, 2020-2021, 2021-2022

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 governments, 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 for federal housing grants or programs.
G. **Public Input:** Public input was solicited through face-to-face 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:** The City will accept applications during any advertised “Application Period.” 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 applications were submitted, as well as any established funding priorities described in this Plan.

The following priorities for funding described/listed here apply to all strategies unless otherwise stated:

| 1) Households with emergency conditions that threaten the life, health, or safety of the occupants |
| 2) Households with Special needs or who have a developmental disability as defined by s. 420.0004(13) and 393.063(g) |
| 3) Elderly and/or school-aged children households served for the first time |
| 4) Households with minimum housing code deficiencies served for the first time |
| 5) All other applicants seeking services for the first time |
| 6) Households/properties which have received assistance previously, but that have not been assisted within the past ten years |

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 may be set lower,
but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or
HOME value limits set by HUD, whichever is most restricted.

The methodology used is:

<table>
<thead>
<tr>
<th>U.S. Treasury Department</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local HFA Numbers</td>
<td></td>
</tr>
</tbody>
</table>

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.

"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 loan or grant 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 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 F.

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

<table>
<thead>
<tr>
<th>Entity</th>
<th>Duties</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government</td>
<td>City of Titusville, Florida</td>
<td>10</td>
</tr>
<tr>
<td>Third Party Entity</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

R. Project Delivery Costs: In addition to the administrative costs outlined above, the City will charge a reasonable project delivery cost to cover inspections, work write-ups, or other duties performed by contractors and/or staff from other departments. The project delivery costs, up to 5% of the construction hard costs or $2500.00, whichever is less, may be included in the final project costs, funds permitting. The fee is not included in the Mortgage.

S. Essential Service Personnel Definition: For the purpose of SHIP funding, the City considers teachers and educators, law enforcement, fire/EMT, health care professionals, security, and governmental employees to be Essential Service Personnel.

T. Describe efforts to incorporate Green Building and Energy Saving products and processes: For the purpose of SHIP funding, the City has adopted specifications that outlines the general requirements for materials, equipment, appliances, and devices to be used in the rehabilitation, repair, and/or the replacement of eligible structures. When economically feasible, these specifications require the use of “new” products that meet or exceed the green communities' initiative criteria, Florida Building Code, and housing quality standards.

- Paints and primers that are low VOC
- Low-flow water fixtures in bathrooms – Water Sense labeled
- Energy Star rated light fixtures and appliances
- Carpet/pad shall be FHA approved and meet the “Carpet and Rug Institute’s” green label
• Energy Star rated windows
• HVAC: minimum 14 SEER rating

These requirements may be adjusted for rental developments if the requirements of other construction funding sources require a more prescriptive list.

U. **Describe efforts to meet the 20% Special Needs set-aside:** All housing programs/activities offered by the City give priority funding to “special needs” population households, regardless of funding source.

V. **Describe efforts to reduce homelessness:** The City, when economically feasible, sets aside local, federal, and state funding to provide outreach services in the community to address homelessness. Additionally, the City partners with various service providers to provide a coordinated effort in addressing and serving the homeless population. In December 2015, the City adopted Resolution 34-2015 encouraging multifamily property owners to adopt admission preferences. Further, in September 2015, the Florida Housing Coalition prepared and provided training on Homelessness Strategies and Solutions for Titusville, which resulted in the City adopting a “Housing First” approach in the city and throughout Brevard County. The Brevard Homeless Coalition serves as the City’s lead on this initiative.
Section II. LHAP Strategies:

A. EMERGENCY REPAIR PROGRAM

<table>
<thead>
<tr>
<th>Code 6</th>
</tr>
</thead>
</table>

a. Summary:

This strategy is available to households who live in the city limits of Titusville, and whose life, health, or safety is threatened by conditions in their home, as determined by the City. This may include, but is not limited to: a leaking roof, plumbing problems, lack of functioning sanitary facilities, lack of heat, or electrical hazards. Applicants who will receive assistance through the Housing Rehab Program within the next six months are not eligible under this Program.


c. Income Categories to be served: Very Low

d. Maximum award: $5000.00

e. Terms (all six items must be completed or “N/A”)

1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by a mortgage and note recorded on the property.

2. Interest Rate: 0%

3. Years in loan term: 1 year

4. Forgiveness: Loan will be forgiven at the end of the term

5. Repayment: None required as long as loan is in good standing

6. Default:

All properties are subject to recapture of funds secured through a recorded mortgage and note placed on the property for the term specified. Upon default, the remaining balance is payable to the City, deposited into the Local Housing Trust Fund account, to be used for other eligible SHIP housing program activities. For the purpose of the mortgage and note, “default” shall mean title/deed transferred, deed executed, owner no longer resides at the property as their principal residence, property leased, or owner vacates home for any reason other than a hospital or nursing home stay in any one calendar year for more than 120 days. The passing of title due to the
death of the mortgagor to other than a spouse or adult child residing in the home at the time of the loan, or a co-
mortgagor holding an interest in the property, is deemed a conveyance and constitutes a default unless a SHIP
eligible heir who will occupy the home as a principal residence assumes the loan. If the legal heir is not SHIP
eligible, or chooses not to occupy the home, the remaining balance of the loan will be due and payable
immediately.

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

f. Recipient Selection Criteria:

Eligible applicants are selected based upon the urgency of need, which if left unrepaired, would create a health or
life safety hazardous condition. Applicants must have owned the home for a minimum of one (1) year, five (5)
years if converted from an income rental). The Neighborhood Services Director or designee, shall make the
determination that an “emergency” condition exists. The property must be eligible/feasible for assistance, and
require $5000.00 or less in repairs.

g. Sponsor/Sub-recipient Selection Criteria: N/A

h. Additional Information:

This is a one-time assistance. When an applicant is assisted with an emergency repair, they will not lose their
place on the Rehab Waiting List if additional non-emergency repairs are needed. If the applicant carries
Homeowner’s Insurance and repairs are covered, funds may be awarded to pay insurance deductible. Under no
circumstance shall program funds be used in place of insurance or other emergency agency coverage such as
FEMA.

See Exhibit F, Policy and Procedure Guidelines, for additional local information on eligibility requirements, loan
provisions, and other program criteria and requirements.

<table>
<thead>
<tr>
<th>B. HOUSING REHAB PROGRAM</th>
<th>Code 3</th>
</tr>
</thead>
</table>

a. Summary:

This strategy assist households within the city limits of Titusville. It is designed to subsidize the repairs to
owner-occupied principles residences, which would bring the home into compliance with Minimum Housing
Standards and where the owner does not have any other means to pay for the repairs. Repairs can be for
interior or exterior of the home. Repairs include, but are not limited to, roof, windows, electrical, plumbing, kitchen fixtures and appliances, bathroom fixtures, heating and/or air conditioning systems, flooring, paint, and other improvements that address code or structural deficiencies.

Priority will be given to major trade work (electrical, plumbing, heating, and roof) before considering other repairs. Cosmetic or non-minimum housing related items, may be included if funds are available after completing all required or major trade repairs.

Where the homeowner is insured, proceeds from the insurance coverage must be utilized first before obtaining assistance, except for the deductible, which may be paid through this Program if practical to do so.

Condominiums, duplexes, townhomes, or other forms of attached residences, and manufactured or mobile homes are not eligible.


c. Income Categories to be served: Very Low, Low, and Moderate

d. Maximum award: $60,000.00

e. Terms (all six items must be completed or “N/A”):

1. Repayment loan/deferred loan/grant: Deferred Payment Loan (DPL) secured by a subordinate recorded Mortgage and Note. If no other mortgages exist, Mortgage and Note becomes non-subordinate.

2. Interest Rate: 0%

3. Years in loan term:

<table>
<thead>
<tr>
<th>Amount of Assistance</th>
<th>Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under $15,000:</td>
<td>5 years</td>
</tr>
<tr>
<td>$15,000 to $40,000:</td>
<td>10 years</td>
</tr>
<tr>
<td>Over $40,000:</td>
<td>15 years</td>
</tr>
</tbody>
</table>

4. Forgiveness:

<table>
<thead>
<tr>
<th>Lien Period</th>
<th>Percentage Forgiven Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 years</td>
<td>20%</td>
</tr>
<tr>
<td>10 years</td>
<td>10%</td>
</tr>
<tr>
<td>15 years</td>
<td>6.7%</td>
</tr>
</tbody>
</table>
5. Repayment: None required as long as the loan is in good standing.

6. Default:

All properties are subject to recapture of funds secured through a recorded mortgage and note placed on the property for the term specified. Upon default, the remaining balance is payable to the City, deposited into the Local Housing Trust Fund account, to be used for other eligible SHIP housing program activities. For the purpose of the mortgage and note, “default” shall mean title/deed transferred, deed executed, owner no longer resides at the property as their principal residence, property leased, or owner vacates home for any reason other than a hospital or nursing home stay in any one calendar year for more than 120 days. The passing of title due to the death of the mortgagor to other than a spouse or adult child residing in the home at the time of the loan, or a co-mortgagor holding an interest in the property, is deemed a conveyance and constitutes a default unless a SHIP eligible heir who will occupy the home as a principal residence assumes the loan. If the legal heir is not SHIP eligible, or chooses not to occupy the home, the remaining balance of the loan will be due and payable immediately.

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

f. Recipient Selection Criteria:

Eligible applicants are processed from an established “waiting list” in the order by the date in which they applied and priority status as noted, and served on a first-qualified, first-served basis. However, due to income set-aside requirements, actual assistance may be provided in a manner necessary to meet these requirements. Applicants must have owned the home for a minimum of one year (five years if converted from a rental). Additionally, the property must be eligible/feasible for rehab, and require more than $2000.00 in repairs.

g. Sponsor/Sub-recipient Selection Criteria: N/A

h. Additional Information:

See Exhibit F, Policy and Procedure Guidelines, for additional information on eligibility requirements, loan provisions, and other program criteria and requirements.
C. Foreclosure Prevention Program

a. Summary:

This strategy assists existing homeowners who are in arrears on their first mortgage. The arrearage must be at least three months, but no more than six, and cannot be under an active foreclosure action.


c. Income Categories to be served: Very low, Low, Moderate

d. Maximum award: $5,000.00

e. Terms (all six items must be completed or “N/A”):
   1. Repayment loan/deferred loan/grant: Deferred Loan
   2. Interest Rate: 0%
   3. Years in loan term: 1
   4. Forgiveness: Loan will be forgiven at the end of the term.
   5. Repayment: None required as long as the loan is in good standing.
   6. Default:

All properties are subject to recapture of funds secured through a recorded mortgage and note placed on the property for the term specified. Upon default, the remaining balance is payable to the City, deposited into the Local Housing Trust Fund account, to be used for other eligible SHIP housing program activities. For the purpose of the Mortgage and Note, “default” shall mean title/deed transferred, deed executed, owner no longer resides at the property as their principal residence, property leased, or owner vacates home for any reason other than a hospital or nursing home stay in any one calendar year for more than 120 days. The passing of title due to the death of the mortgagor to other than a spouse or adult child residing in the home at the time of the loan, or a co-mortgagor holding an interest in the property, is deemed a conveyance and constitutes a default unless a SHIP eligible heir who will occupy the home as a principal residence assumes the loan. If the legal heir is not SHIP eligible or chooses not to occupy the
home, the remaining balance of the loan will be due and payable immediately.

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

f. Recipient Selection Criteria:

Applicants will be ranked for assistance based upon a first-qualified, first-served basis, with priority assistance given as follows: Special Needs, Elderly or school-aged households, Essential Services Personnel, all other incomes meeting the set-aside requirements.

g. Sponsor/Sub-recipient Selection Criteria: N/A

h. Additional Information:

Payments shall be made directly to the First Mortgage Lender. Applicants must provide proof of pending foreclosure action or notice.

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**D. DISASTER RECOVERY PROGRAM**

| Code 5 |

| a. Summary: |

Funds will be awarded to applicants on a first-qualified, first-served basis for home repairs directly caused by a disaster under a declared Executive Order of the President of the United States or the Governor of Florida. Repairs will be prioritized as follows:

1. Immediate threat to health and life safety, in cases where the home is still habitable. Such as the purchase of emergency supplies to secure and/or weatherproof damaged home, or repairs to mitigate dangerous situations (exposed wires)

2. Interim repairs to avoid further damage, such as tree and debris removal in cases where the home is still habitable

3. Other interim repairs necessary to make the home habitable

c. Income Categories to be served: Very low, Low, and Moderate

d. Maximum award: $5,000.00

e. Terms (all six items must be completed or "N/A"):
   1. Repayment loan/deferred loan/grant: 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 Selection Criteria:
   Applicants will be assisted on a first-qualified, first-served basis with the following additional requirements:
   
   - Proof of homeowner’s insurance, where applicable
   - Report or Inspection of damages

g. Sponsor/Sub-recipient Selection Criteria: N/A

h. Additional Information:

If homeowner is insured, proceeds from the insurance must be used first before SHIP funds, except for the payment of the deductible.

Funds for this strategy will only be allocated from unencumbered funds or additional funds awarded through FHFC for the disaster.
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

Permits as defined in s. 163.3177 (6) (f) (3), F.S. for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

"Courtesies reviews are provided before entering the permit process. The process allows a one-stop permitting, whereby applicants submit permit request to one department."

In April of 1998, the Community Development Department began flagging Affordable Housing projects to expedite the permitting process by using a special colored coded form (see Exhibit G). An Affordable Housing project shall be defined as follows: 100% of the units in the rental project (min. 4 units) benefit residents that are at or below 120% of the AMI, and 30% of the units in a single-family project (min. 8 units) benefit residents that are at or below 120% AMI. The Plan Review process will be expedited by reducing the review time by 25%, as determined by the Land Development Regulations (LDR's), as revised, and allow the submittal of building permit concurrently with the site development review process. A copy of the completed form shall be forwarded by the Community Development Department to the Neighborhood Services Department for monitoring purposes. In addition, if a developer comes through the Neighborhood Services Department before submitting a site plan, land use plan amendment, rezoning, or annexation application to the Community Development Department, the Neighborhood Services Department shall provide a "Notice of Affordable Housing Project" form (see Exhibit I) to the developer. This form will alert the Department that the project is for affordable housing and should be expedited.

Resolution #3-2016 and subsequent Resolution #2-2019 codified the housing incentive strategy.

B. Name of the Strategy: Ongoing Review Process

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:

"A Planning Division staff person and/or Planning & Zoning Commission member shall be assigned as liaison to the AHAC and staff to oversee all policy, procedures, and regulations that impact the affordable housing issues and to identify affordable housing as part of the review checklist."
On April 20, 1994, a member of the City’s Planning & Zoning Commission was appointed as the Affordable Housing Liaison. This person is responsible to review all policies, rezoning’s, and ordinance changes as they may impact affordable housing throughout the City. Additionally, City Council approved the recommendation of the AHAC to continue this concept in Resolution #2-2009 and requiring affordable housing projects to be identified on the Planning & Zoning Commission’s review checklist. The P&Z Liaison will be responsible for identifying such impacts and shall notify the Development Services, Building, and Neighborhood Services Departments, as well as, the City Council and Planning & Zoning Commission of any effects on affordable housing.

As part of the adoption of the City’s Comprehensive Plan in 1988, one of the major goals noted was the updating/revision of the City’s zoning ordinances and the administrative rezoning of the City. Ordinance 26-1997, which became effective February 1, 1998, contains changes in the zoning section of the Land Development Regulations (LDR’s); previous zoning regulations and its structure was completed in the 1960s. The LDR’s were updated to address new land development techniques; updated uses in zoning districts and their compatibility; and finally, updated to address new State of Florida mandated laws regarding the Comprehensive Plan and Concurrency regulations.

Resolution #3-2016 and subsequent Resolution #2-2019 codified the housing incentive strategy.

IV. EXHIBITS:

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. LHAP Certification

E. Adopting Resolution

F. Housing Program Policies and Procedure Guidelines (local policies)
### Fiscal Year: 2019-2020

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated SHIP Funds for Fiscal Year:</td>
<td>$68,275.00</td>
</tr>
<tr>
<td>Salaries and Benefits</td>
<td>$2,627.50</td>
</tr>
<tr>
<td>Office Supplies and Equipment</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Travel Per diem Workshops, etc.</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Advertising</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Other*</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$6,827.50</strong></td>
</tr>
<tr>
<td>Admin %</td>
<td>10.00%</td>
</tr>
</tbody>
</table>

*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.*

**Details:**
Exhibit B
Timeline for SHIP Expenditures

City of Titusville, Florida affirms that funds allocated for these fiscal years will meet the following deadlines:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Encumbered</th>
<th>Expended</th>
<th>1st Year AR</th>
<th>2nd Year AR</th>
<th>Closeout AR</th>
</tr>
</thead>
</table>

If funds allocated for these fiscal years is not anticipated to meet any of the deadlines in the table above, Florida Housing Finance Corporation will be notified according to the following chart:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Funds Not Encumbered</th>
<th>Funds Not Expended</th>
<th>1st Year AR Not Submitted</th>
<th>2nd Year AR Not Submitted</th>
<th>Closeout AR Not Submitted</th>
</tr>
</thead>
</table>

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and terry.auringer@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 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. Please email terry.auringer@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are due for each local government the same year as the local government's LHAP being submitted. Local governments receiving the minimum or less allocation are not required to report.
## FLORIDA HOUSING FINANCE CORPORATION
### HOUSING DELIVERY GOALS CHART
#### 2019-2020

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This total is over the allocation and will require less than the maximum amount be awarded per applicant.
## Housing Delivery Goals Chart

**Name of Local Government:** CITY OF TITUSVILLE

**Estimated Funds (Anticipated allocation only):** $68,275

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<th>Code</th>
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<th>Max. SHP Award</th>
<th>Mod Units</th>
<th>Max. SHP Award</th>
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<tr>
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**Total Homeownership:** $62,000.00      55,000.00      65,000.00

- **Purchase Price Limits:**
  - New: $226,000
  - Existing: $160,000

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**Adminstration Fees:** $6,277

**Home Ownership Counseling:** $-

**Total All Funds:** $71,827

- This total is over the allocation and will require less than the maximum amount be awarded per applicant

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## FLORIDA HOUSING FINANCE CORPORATION

**HOUSING DELIVERY GOALS CHART**

### 2021-2022

**Name of Local Government:** CITY OF TITUSVILLE

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<th>Code</th>
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**Total Homeownership:**

- New: 3
- 228,000
- Existing: 160,000

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**Total All Funds:**

- $80,000

### Set-Asides

- Percentage Construction/Rehab (75% requirement): 95.3% • OK
- Homeownership % (55% requirement): 117.3% • OK
- Rental Restriction (25%): 0.0% • OK
- Very Low Income (39% requirement): $70,000 • 101.5% • OK
- Low Income (80% requirement): $5,000 • 7.3% • OK
- Moderate Income: $5,000 • 1.3%
CERTIFICATION TO

FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: City of Titusville, Florida

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 insure 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 (CAFR). An electronic copy of the CAFR or a hyperlink to the document 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- Rosemarie Koenig

Chief Elected Official or Designee

Witness- Tracy Davis

Terrie Franklin, Neighborhood Services Director
Type Name and Title

4/2/19

Date

OR

Attest: (Seal)
RESOLUTION No. 2-2019

A RESOLUTION OF THE CITY OF TITUSVILLE, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR AND/OR NEIGHBORHOOD SERVICES DIRECTOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (2016), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one-to-three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by section 420.9075, F.S. it is found 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. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.
WHEREAS, the Neighborhood Services Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public for the City of Titusville to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA that:

Section 1: The City Council of the City of Titusville hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for State fiscal years 2019/2020, 2020/2021, and 2021/2022.

Section 2: The Mayor and/or Neighborhood Services Director are hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation, as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 12TH DAY OF MARCH 2019.

(SEAL)

ATTEST:

Wanda F. Wells, City Clerk
CITY OF TITUSVILLE
NEIGHBORHOOD SERVICES

HOUSING ASSISTANCE PROGRAMS
POLICY AND PROCEDURE GUIDELINES
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PURPOSE AND INTRODUCTION

The purpose of this document is to establish and standardize the policies and procedures for the City of Titusville’s Housing Assistance Programs, and to promote fairness and equitable treatment of applicants and recipients of the Programs. Its scope is comprehensive of all program-funding sources: Community Development Block Grant (CDBG) program, Home Partnership (HOME) program administered by the U.S. Department of Housing and Urban Development, and the State Housing Initiatives Partnership (SHIP) program administered by the Florida Housing Finance Corporation (FHFC). Policies are written in accordance with the enabling legislation and implementing regulations of each of these programs.

The policies and procedures contained in this document provide guidance for the implementation of the City’s owner-occupied Housing Emergency Repair, Housing Rehabilitation, and other Programs that may be in force. This policy has been developed in response to the growing need to preserve and enhance the existing housing stock in the city of Titusville. It includes program goals and objectives, program description, and policies and procedures for the Neighborhood Services Department, which has the responsibility for the implementation and oversight of housing programs.

The programs are voluntary and designed to assist low-income property owners, who have no other financial means available. Through this program, the City will help to provide decent, safe, and sanitary housing for city residents and contribute to a long-term and viable housing stock for the future. Improvements and repairs made through these programs will bring existing substandard units into compliance with Florida Existing Building Codes, Minimum Housing Codes, and local codes.

The programs will be operated in accordance with all applicable rules and regulations of the City of Titusville, the State of Florida, and the U.S. Department of Housing and Urban Development (HUD).

The housing programs described herein are available citywide and are not developed to address any particular population or defined by any boundaries. The programs are designed to address household needs and shall not be deemed entitlement based. Additionally, the programs are in place to supplement low-income property owners, which have no other resources such as family, savings, or loans, with needed repairs to maintain their residences in a safe and healthy manner. Therefore, as funds are very limited, all assistance provided under the programs will be based upon the owner’s financial ability to make the necessary repairs outside of the Program.
REFERENCES & DEFINITIONS

- Section 420.907 et seq. Florida Statutes, State Housing Initiatives Partnership Act
- Administrative Rule of the Florida Housing Finance Corporation, 67-37 et seq., State Housing Initiative Partnership Program.
- Titles I and II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, HOME Investment Partnership Program.
- 24 CFR Part 570, regulations, Community Development Block Grant Program.

**Affordable:** shall mean monthly mortgage payments, insurance, taxes, utilities do not exceed thirty (30) percent of the households income.

**Appeal Procedure:** In accordance with the Partnership Agreement, an applicant or client may make a complaint or appeal a decision made by the Neighborhood Services Department Program staff.

**Applicant:** shall mean a person or household who submits a signed and completed program application for assistance.

**Assets:** shall mean as defined by Section 8 regulations, 24, CFR Part 813. Actual or “imputed” income from assets is included in projected annual income.

**Brevard County HOME Consortium:** shall mean a legal entity created through an intergovernmental agreement between Brevard County and the Cities of Titusville, Cocoa, Melbourne, and Palm Bay.

**CDBG:** Community Development Block Grant – shall mean funds provided to the City by the U.S. Department of Housing & Urban Development (HUD).

**Contractor:** shall mean a person, firm, corporation, or other business entity which is duly licensed and authorized to engage in the particular work for which bids and/or proposals are submitted, and who has not been debarred from performing work on federally funded projects.

**Deferred Payment Loan (DPL):** shall mean a zero interest non-repayment loan provided to qualified households, which is forgiven upon completion of its terms, provided the loan is in good standing.

**Department:** shall mean the City of Titusville Neighborhood Services Department.

**Eligible Property:** shall mean a detached single-family property located within the city limits of Titusville and occupied as a principal residence by an eligible household.

**Eligible Property Owner:** shall mean a household with a projected annual income at or below 80% of the median-income level adjusted for family size.
Emergency Conditions: shall mean those items or conditions presenting a threat to the health, life and safety of the occupants of a dwelling unit; specifically, dangerous conditions caused by plumbing, electrical, roofing, and heating hazards.

Fair Housing: shall mean requirements for non-discrimination based on race, color, sex, religion, handicap, familial status, or national origin in accordance with Federal Regulations found at 24 CFR 100-146 and State Law FS 750.

General Property Improvements: shall mean improvements include rehabilitation items, which are not corrections of health and safety code violations, but which place the unit in a readily maintainable condition for a useful life of at least five (5) years.

General Specifications: shall mean a document that provides complete details on materials, quality standards and equivalent requirements, as well as installation or performance measures and standards.

HOME: shall mean HOME Investment Partnership Program- administered by the U.S. Department of Housing and Urban Development (HUD) and disbursed through the Brevard County HOME Consortium.

Housing Code: shall mean the standard housing code adopted by the City. The Code sets forth the minimum requirements which dwelling units are expected to meet to ensure the health and safety of its occupants.

HUD: shall mean the United States Department of Housing and Urban Development.

Incipient Violations: shall mean at the time of inspection, it is determined that the physical condition of an element in the home will deteriorate into an actual violation within one (1) year. For example, a heat exchanger in a furnace is soon to become inoperative or hazardous because of its age, condition, or use. Further, a roof has one or more small leaks that can be patched at low cost, but the roof probably will continue to develop leaks or has a life span of less than five (5) years.

Income: shall mean the projected annual income established in compliance with HOME, CDBG, and SHIP regulations, specifically established at 24 CFR Part 813, the Section 8 regulations.

Income Limits: shall mean the most current income limits issued for the program that is assisting the client.

Liquid Assets: shall mean assets is cash on hand, checking or savings accounts and bank notes.

Low-Income: shall mean a household whose annual earnings are 51% to 80% of the median family income for the Titusville MSA.
Lowest Responsible Bidder: shall mean a qualified bidder with the lowest or best bid price, and whose business and financial capabilities, past performance, and reputation meet the required standards, and whose bid is within fifteen percent (15%) of the City’s estimate.

Moderate-Income: shall mean a household whose annual earnings are 81% to 120% of the median family income for the Titusville MSA.

Neighborhood Services Department: shall mean the department of the City that is responsible for the administration of all federal, state, and local funds that are designated for the City’s housing and community activities.

Palm Bay-Melbourne-Titusville MSA: shall mean the Metropolitan Statistical Area used for demographic data purposes.

Preferred Contractor: shall mean the responsible bidder and qualified contractor selected by the homeowner whose responsive bid is the lowest best price, or whose bid is no more than ten percent (10%) of the lowest responsive bid.

Principal Residence: shall mean the households primary residence, as established by eligibility for the State Department of Revenue Property Tax Homestead Exemption. The household may not vacate the unit for more than 120 days in any one calendar year for any reason, other than a hospital or nursing home stay.

Program: shall mean the Neighborhood Services Department Emergency Repair Program, Housing Rehab Program, and any other active Program as advertised and funded.

Qualified Contractor: shall mean a licensed contractor with a minimum of two (2) years new residential construction or four (4) years substantial residential remodeling, and has met the City’s Housing Program requirements to perform work on federally funded housing projects. The following criteria is used in meeting the City’s Housing Program requirements: a contractor that can demonstrate quality performance, ability to perform in a timely, professional, cost-effective manner, and has a successful record of accomplishment in providing the types of services needed through recommendations and references from technical or program experts.

Rehabilitation: shall mean the repair and improvement of a single-family residence so that it meets local and State housing codes. Each major system must have a remaining useful life of at least five (5) years. Major systems include roof, electrical service, plumbing service, heating system, exterior cladding and weatherproofing, windows, and doors.

Responsible Bidder: shall mean a contractor, supplier, or vendor qualified on the basis of their capabilities: 1) has adequate financial resources to perform a contract; 2) is able to comply with the associated legal or regulatory requirements; 3) is able to deliver
according to the contract schedule; 4) has a history of satisfactory performance; 5) has good reputation regarding integrity; 6) has or can obtain necessary data, equipment, and facilities; and 7) is otherwise eligible and qualified to receive award if its bid is chosen.

Responsive Bidder: shall mean a bidder whose solicited bid is determined to be in substantial conformance with the conditions, completion or delivery requirements, and specifications detailed in the invitation-to-bid, request for proposals, request for quotations.

SHIP: shall mean the State Housing Initiatives Partnership Program funded by the Florida Housing Finance Corporation.

Substandard Housing: shall mean any dwelling unit which has violations of Chapter 3, 4, 5, 6, and 7 of the International Property Maintenance Code and/or conditions which are not conducive to public safety, or the health and general welfare of its occupants due to inadequate structure strength, stability, sanitation, light, and ventilation.

Substandard Housing suitable for Rehab/Repair: shall mean any “substandard” dwelling in which the deficiencies are limited in number and magnitude such that the cost of repairs would not exceed fifty percent (50%) of the replacement costs of the dwelling.

Substandard Housing Not suitable for Rehab/Repair: shall mean any “substandard” dwelling with deficiencies of such number or magnitude that the cost of repairs would exceed fifty percent (50%) of the replacement costs of the dwelling.

Students: shall mean the 2013 Final HOME Rule specifically excludes certain students from participating independently in the HOME program. The HOME program adopts the Section 8 Housing Choice Voucher (HCV) program restrictions on student participation found at 24 CFR 5.612, which excludes any student that:

1. Is enrolled in a higher education institution
2. Is under age 24
3. Is not a Veteran of the U.S. Military
4. Is not married
5. Does not have a dependent child(ren)
6. Is not a person with disabilities
7. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income.

Excluded students are prohibited from receiving any type of HOME assistance, including renting HOME-assisted units, receiving HOME tenant-based rental assistance, or otherwise participating in the HOME program independent of their low- or very low-income families.

Subordination: shall mean the process of placing, ranking, or positioning a mortgage as secondary to the primary mortgage.
Uniform Physical Conditions Standards (UPCS): shall mean the uniform national standards established by HUD for housing that is decent, safe, sanitary, and in good repair, pursuant to 24 CFR 5.703. These standards are newly adopted for HOME rehabilitation, acquisition, and tenant-based rental assistance projects in accordance with revisions made to the property standards requirements at § 92.251.

Unliquidated Assets: shall mean the fair market value of an asset that can readily be turned into cash with little or no loss.

Very Low-Income: shall mean a household whose annual income is 31% to 50% of the median income for the Titusville MSA.

Work Write-Up: shall mean the written description of the work that is to be performed on a dwelling unit to eliminate emergency conditions or to bring the property up to minimum housing standards.
PROGRAM GOALS AND OBJECTIVES

The goals of the City of Titusville's housing programs are to improve the quality of life for residents by improving the existing owner-occupied housing stock. Specific objectives for achieving this goal include:

Objectives that provide benefit for the entire City
1. Preserve and enhance the existing housing stock.
2. Revitalize neighborhoods.
3. Conserve the property tax base.

Objectives that benefit neighborhoods
1. Preserve historic residences.
2. Expand housing alternatives.
3. Encourage other improvements to neighborhoods.
4. Discourage the abandonment of houses.

Objectives that benefit individual homeowners
1. Benefit very low-, low-, and moderate-income households.
2. Remove health and safety hazards.
3. Reduce utility costs.
4. Maintain standard housing for those in need.

DIRECTIVES:

The City of Titusville’s Neighborhood Services Department shall be responsible for the administration of the Programs.

OUTREACH:

A list of citizens who have requested assistance with repairs to their homes is maintained in the Neighborhood Services Department office. As the number of citizens on the list is reduced, the department will advertise the availability of program funds in local newspapers, churches, social service offices, etc. Clients are assisted on a first-qualified, first-served basis.
TYPES OF ASSISTANCE

The City offers several types of assistance programs to property owners designed to correct incipient, as well as actual, minimum housing standard violations, to bring the property into generally good and readily maintainable condition.

Assistance may be in the form of a grant or a deferred loan as described herein:

**Emergency Repair Program—SHIP Grant Program Only**

This program is available to households at or below very low-income who live in the city limits and whose health or safety is threatened by conditions in their home. Such conditions may include a leaking roof within the living area, major plumbing problems, heating problems, or electrical hazards, where repairs are under $5,000. Assistance is provided up to $4,999.99 in the form of a deferred payment loan secured by a mortgage note on the property for the term of one (1) year. The determination that “emergency” health and/or safety hazards or conditions exist shall be determined by the Neighborhood Services Director or designee, or the Building Official. Assistance is limited to one occasion per property. Minimum assistance is $500.00.

Damages and/or repairs covered by homeowners/hazard insurance shall utilize such coverage first and it shall take priority over any provided City Program available. However, where judicious to do so, the Program may pay or subsidize the deductible required under such Policy. In the event of damage caused by a declared disaster, assistance will be governed by the Disaster Program provided under the SHIP grant program.

**Housing Rehabilitation Program—SHIP, HOME, or CDBG Grant Programs**

This program assists households within the city limits of Titusville whose household income is at or below 80% AMI (low-income). Where implemented in the City’s SHIP Local Housing Plan, incomes may be up to 120% AMI provided the assistance can meet the set aside requirements of the SHIP Rule. This program is designed to subsidize the repairs to owner-occupied principal residences, which would bring the home into compliance with Minimum Housing Standards Codes and/or Federal Housing Quality Standards. Repairs can be for the interior and/or exterior of the home. Home improvement repairs may include, but not be limited to, roof repairs or replacement, windows, electrical, plumbing, kitchen cabinets, bathroom fixtures, heating systems, flooring, paint, and other improvements that address housing code violations. Swimming pools, saunas, washer & dryers, dishwashers, garbage disposals and other items considered as non-essential items are not eligible improvements. Assistance is limited to a maximum of three occasions per property, regardless of change in ownership. Minimum assistance is $2000.00.
Maximum lifetime assistance of $60,000 may be provided in the form of a deferred payment loan secured by a Mortgage and Note recorded on the property, for the required affordability period.

Damages and/or Repairs covered by homeowners/hazard insurance shall utilize such coverage first and it shall take priority over any provided City Program available. However, where judicious to do so, the Program may pay or subsidize the deductible(s) required under such Policy. Additionally, in the event of a declared disaster, homeowners shall seek assistance from any and all federal or state resources or programs first. All insurance or covered repairs must be performed and completed prior to City assistance.

Subject to the limitations below, the amount of a rehabilitation loan an applicant may receive shall be limited by the following:

1. The actual (and approved) costs of the repairs and improvements necessary to make the property conform to the Minimum Housing Standards and/or Housing Quality Standards for safe, decent, and sanitary housing.

2. That portion of the costs of repairs and improvements, which cannot be paid for with any available loan that can be amortized as part of the applicant’s monthly housing expense without requiring that expense to exceed thirty percent (30%) of the applicant’s monthly income. The term “any available loan” means:
   a. An un-secured personal loan, or
   b. A conventional loan typical of those made by banks and other lending institutions

<table>
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<tr>
<th>Amount of Assistance</th>
<th>Periods of Affordability (Lien)</th>
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</thead>
<tbody>
<tr>
<td>Under $15,000</td>
<td>Five (5) years</td>
</tr>
<tr>
<td>$15,001 to $40,000</td>
<td>Ten (10) years</td>
</tr>
<tr>
<td>Over $40,000</td>
<td>Fifteen (15) years</td>
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**Other Loan Terms**

In addition to the lien period as stated above, the following terms will apply to each loan and are part of the Deferred Payment Loan (Mortgage):

1. The assistance will be in the form of a Deferred Payment Loan, secured by a zero percent (0%) interest bearing mortgage in favor of the City of Titusville and forgiven according to the following schedule on the anniversary date of the loan:

<table>
<thead>
<tr>
<th>Lien Period</th>
<th>Percentage Forgiven Annually</th>
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<tbody>
<tr>
<td>5 years</td>
<td>20%</td>
</tr>
<tr>
<td>10 years</td>
<td>10%</td>
</tr>
<tr>
<td>15 years</td>
<td>1-5 years 0%, years 6-15 10%</td>
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</tbody>
</table>

2. Death of mortgagor: The passing of title due to the death of the mortgagor to other than a spouse or child residing in the home at the time of loan, and holding an interest in the property, is deemed a conveyance and constitutes a default. A spouse or child residing outside of the home, but holding interest in the property...
by virtue of title or inheritance, may apply to assume the loan as their principal residence, if qualified. See Eligibility Requirements section of this policy.

3. Leasing: Leasing the premises for any period of time is deemed a conveyance and constitutes default.

4. Continued Occupancy: The mortgagor must reside in the assisted property as principal residence for the term of the loan. If for any reason, other than a temporary hospital or nursing home stay, the mortgagor vacates the premises for more than a period of 120 consecutive days in any one calendar year, such vacation shall constitute default.

5. If a homeowner is the owner occupant of an assisted unit at the end of the applicable lien period, and is not in default, the lien will be forgiven and the lien released.

Properties under consideration for assistance are reviewed with regard to existing mortgages and/or liens that secure interest in the property. For those properties with existing mortgages and/or liens, the City will only consider providing assistance when it would be judicious to do so. For example, if a property is secured by existing liens exceeding the value of the property, assistance may be provided but capped at $35,000.00.

If a determination is made that a housing unit requires repairs that would be in excess of $50,000.00, or if repairs would exceed 50% of reconstruction costs, staff may determine that it is not financially judicious to rehab the home, and refer the applicant to Habitat for Humanity or another agency for assistance. If rehabilitation cannot meet the requirements of the applicable funding source and the Building Codes, the City is under no obligation to do the rehabilitation.

*City Council's approval is required whenever rehabilitation or construction costs exceeds $50,000.*

**Foreclosure Prevention Program- SHIP only**

This program assists households within the city limits of Titusville whose household income is at or below 120% AMI (moderate-income), and whose property value does not exceed the maximum SHIP value limits. This program will assist homeowners who are in arrears on their first-mortgage. The arrearage must be at least three months, but no more than six months, and cannot be under an active foreclosure action.

Assistance up to a maximum of $5000.00 is provided and secured by a recorded mortgage and note on the property, for a period of one (1) year. This is one-time assistance.

Applicants will be ranked for assistance based on a first-qualified, first-served basis with priorities given to special needs, elderly and school-aged, essential services personnel households, and all other incomes to meet set-aside requirements.
Applicants must provide proof of pending foreclosure action or notice. Payments shall be made directly to the first lender.

Applicants must meet an income and assets review to determine income eligibility according to the requirements of the funding source. All income of persons residing in the home will be counted. Maximum allowable assets are set to no more than $1,000 in liquid assets and $8,000 in un-liquidated assets including, but not limited to, property such as cars, boats, etc.

Applicants must be in good standing with the City (e.g. city utility and stormwater accounts, be free of code enforcement liens, judgements, or any other action, and must be free of code violations that will not be addressed by the program where applicable.

**POLICY ON ISSUANCE OF SUBORDINATION OF CITY LIENS**

Subordination of liens may be considered for the following reasons only:

1. An owner requesting a subordination of the City’s lien must make the request in writing to the Neighborhood Services Director indicating the reason for the request. The owner must include information on a form, provided by the City, which includes: interest rate before and after, terms, conditions, years left to pay on existing mortgage, any cash back, closing costs and other fees to be charged to the owner;

2. Home improvement loans for the purpose of general property improvements or those improvements or repairs which bring the unit into compliance with the minimum housing standard code, and which will not cause the client’s monthly housing expense to exceed affordability limits;

3. Subordination requests which increase the affordability of the housing unit, or assist a household with medical expenses, not associated with consumer debt;

4. Refinancing of superior mortgage(s) for the purpose of improving terms (i.e., lower interest rate) and which cause the unit to become more affordable to the client will be considered, provided the refinancing is not used to pay off consumer debt.

5. The Neighborhood Services Director must review and recommend approval of any subordination request. The Neighborhood Services Director will identity for the City Manager or designee, the current status of the City’s equity position, and the equity position if the subordination request is approved.

6. The City Manager must authorize and sign all Subordination Agreements;

7. The City may consider mortgage refinancing with consumer debt included if the total debt, including the City’s lien ratio to fair market value of the property does not exceed eighty percent (80%) of the fair market value and the City receives at least a 10% payment towards the reduction of the City’s lien;

8. The City reserves absolute discretion to grant or deny subordination to City liens.
POLICY ON ISSUANCE OF SATISFACTION OF MORTGAGE

Satisfaction of Mortgages will be considered and processed as follows:

1. At the end of the affordability/lien period as defined herein, the Neighborhood Services Director or designee shall initiate and complete a Satisfaction of Mortgage on the assisted property to indicate that the City's lien has been satisfied;

2. A homeowner may choose to satisfy the lien prior to the end of the affordability/lien period by submitting a written request for a "pay off amount" to the Neighborhood Services Director or designee. The "pay off amount" shall be equal to the amount outlined in the Deferred Payment Loan (DPL) agreement on an annum basis;

3. All Satisfaction of Mortgages are to be signed and approved by the Neighborhood Services Director, City Attorney, City Manager, and Mayor.

4. The owner is required to pay for the cost of the Satisfaction of mortgage upon expiration of the lien.

ELIGIBILITY REQUIREMENTS

Eligible applicants will be approved for assistance on a first-qualified, first-served basis subject to funding availability with the following criteria:

1. Applicants has a fee simple title, or other forms of ownership approved by the agency which regulates the funding program;

2. The current value of the assisted property must not exceed 90% of the median purchase price for the Palm Bay-Melbourne-Titusville Metropolitan Statistical Area (MSA), as established by the U.S. Department of Treasury.

3. Property does not have any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest.

4. Housing unit is located within the city limits of Titusville.

5. Owner-occupants use the home as their principal residence.

6. Household earns 80% (120% for SHIP where indicated in LHAP) or less of the median-income for the Palm Bay-Melbourne-Titusville Metropolitan Statistical Area (MSA).

7. All property taxes and mortgage payments are current, and property is not in jeopardy of foreclosure, with the exception of the Foreclosure Prevention Program applicants. Applicants must be able to demonstrate the ability to pay property taxes, insurance, utilities, and future mortgage payments.

8. Owner-occupants have owned and occupied the home for at least one (1) year. If converted from a rental or investment property, the residence must be owner-occupied for a minimum of five (5) years.

9. Applicant meets an income and assets review to determine income eligibility according to the requirements of the funding source, i.e. CDBG, HOME or SHIP. All income of persons residing in the home will be counted. Maximum allowable assets are set to no more than $5,000 in cash ($1,000 for Foreclosure Prevention Program) and $15,000 in un-liquidated assets including, but not limited to, property such as cars, boats, etc. ($8,000 for Foreclosure Prevention Program).
10. For the Rehab Program, property must be determined to be "substandard and suitable for rehabilitation" by the City and must require a minimum of $2,000 in repairs.

11. For the Rehab Program, rehabilitation costs must be within the maximum allowed for the program.

12. For the Rehab Program, the property owners can demonstrate reasonable maintenance and care, and the ability to maintain the property after assistance.

13. For the Rehab Program, property must be covered by homeowner’s insurance, or be insurable after rehab.

14. Applicants must be in good standing with the City (e.g. city utility and stormwater accounts), be free of code enforcement liens, judgements, or any other assessments, and must be free of code violations that will not be addressed by the Rehab Program where applicable.

15. The value of the property, after rehabilitation, must not exceed the affordable housing limits for existing homes in affect at the time of assistance.

16. If an applicant is deemed ineligible for assistance, they cannot reapply for a period of one year.

Upon the death of the mortgagor, the assuming party (spouse or adult child(ren) residing in the home), must meet the income and asset limitations in affect at the time of the assumption. Parties not having an ownership interest (by virtue of title or inheritance) in the home may not assume the mortgage, and balance of the loan will be due immediately.

The following will deem the property and/or owner ineligible for assistance:

1. Properties with active code enforcement violations, active building code violations, which owe the City administrative cost and/or fines, and/or have outstanding code accounts or liens. Upon review, owners having any of these conditions will be notified and given thirty (30) days to satisfy such liens before being removed from the program waiting list. A reapplication will be necessary if applicant is removed from waiting list.

2. Properties with multiple owners, whose principal residence is not that of the property being considered for assistance.

3. Households that have received assistance more than two occasions; have received a lifetime assistance of the maximum assistance level or more; or are the recipient of a housing replacement unit or new construction.

4. Rent-to-Own properties, properties transferred by Quit Claim Deed where first party is responsible for an outstanding mortgage or lien on the property, and properties with defective deeds.

5. Properties with more than two mortgages, and properties with a reverse mortgage exceeding the property value, and properties with a Line of Credit secured by the property exceeding 50% of the market value of the property.

6. Duplexes, triplexes, condominiums, and other forms of attached single-family residences are not eligible. This does not apply to the Foreclosure Prevention Program.

7. Manufactured or mobile homes are not eligible for assistance.
**Priority assistance** will be given to the following groups of persons in the following order, for the Rehab Program:

1. Homeowners with emergency conditions in their homes, which represent a threat to their health and safety through no fault of their own.
2. Homeowners who are considered "Persons with Special Needs or who have a "Developmental Disability" as defined by s. 420.0004(13) and 393.063(g).
3. Elderly or school-aged households served for the first time.
4. All other applicants seeking services for the first time.
5. Properties that have received assistance previously, but have not been assisted within the past ten years (see policy below).

**POLICY ON PRIOR ASSISTANCE:**

1. Assistance is limited to a maximum of three (3), individual projects and no more than once every ten (10) years.
2. Households and/or properties that have an active agreement and/or lien for prior rehab assistance are not eligible.
3. The amount of subsequent assistance is limited to the difference between the amounts of funds provided in any prior agreement(s) minus the current maximum allowable assistance.
4. The property has generally been maintained over the years, and reasonable care has occurred.
5. All other eligibility requirements are met.
6. There is a $60,000 lifetime maximum assistance award for any applicant/recipient of assistance from any one, or a combination of, City of Titusville housing assistance programs.
7. Recipients of housing replacement or relocation programs are not eligible for any future assistance.
GENERAL OPERATING PROCEDURES

ALL units assisted under the Housing Rehabilitation Program shall be in compliance with the International Property Maintenance Code and/or Existing Residential Building Code upon completion, and with local zoning and land development regulations. The City’s Housing Rehabilitation Standards and General Specification will be the guiding document that sets forth the standards by which homes assisted under the Program will be rehabilitated.

The Neighborhood Services Department administers the Housing Assistance Programs for homeowners in the City of Titusville. The City serves as the Owners liaison in hiring a contractor to make the necessary repairs to their home and managing the construction phase of the contract. Residents are encouraged to call before coming to the office to ensure staff availability and to determine eligibility for assistance. Please refer to Exhibit “A” provides a typical housing rehab schedule.

When a homeowner seeks service through the City’s Housing Assistance Programs, the applicant should expect to adhere to the following general procedures:

Application

An application form must be completed and all requested information must be provided within the timeframe given, and verified before an applicant can be approved for housing assistance. The applicant may request the assistance of the Department in completing the application. Failure to provide all requested information or providing false or misleading information will result in the disqualification of the applicant, and may result in other punitive damages.

Applicants who have previously been determined ineligible for assistance, or who declined assistance through the Program must first show proof that their circumstances have changed to warrant a review and complete a new application. They will be considered new applicants and placed on the waiting list in the order of the new application.

All applicants for rehab program must have homeowners insurance. If the home is uninsurable due to code issues, the applicant must provide documentation that homeowners insurance shall be obtained upon completion of rehab assistance.

Preliminary Approval

An application with the proper documentation of income, proof of ownership (deed), mortgage pay history, current year property tax receipt, verification of assets, and the signature of the Program Specialist, is required prior to the initial inspection and estimated job write-up. Homeowners who are not current on mortgage payments or have been served with a notice of foreclosure on the property will be determined to be ineligible and removed from the program waiting list. Homeowners, who do not respond
to requests for information by the timeframe given, will be removed from the waiting list and noted as unresponsive.

All homeowners will be given an opportunity to review the Program policies and specifications, and given examples of materials and goods used in the Program. Any deviation from the approved specifications is at the discretion of the Neighborhood Services Director on a case-by-case basis.

Applicants who have been determined to be eligible will be served on a first-qualified, first-served basis. Applicants may be required to re-certify income and residence, after a time determined by the grant funding. In addition, the City reserves the right to request additional or updated information at any time during the participation in the program.

Applicants shall not be provided assistance if it has been determined or have shown their intent to sell or transfer their property interest; have a judgment, a tax lien or other government lien on their property; or are determined to not have a good ownership interest through the underwriting review conducted by Program staff. Additionally, applicants shall not be provided assistance if they are behind on their mortgage payments. To complete determination of applicant eligibility, the Program staff will request a title search (O & E) of the proposed property to determine ownership interest and eligibility of the property. An underwriting review is necessary to ensure that the administered funds are utilized in a manner that ensures that financial accountability standards are met.

If an Applicant is determined to have impediments (e.g. liens, judgements, water liens, code enforcement liens/issues) to receiving assistance through these City Programs, staff will provide guidance to the Applicant to remove these impediments. Applicants are not eligible until all impediments have been satisfied.

All properties assisted may be subject to an environmental review, lead based paint testing and abatement, and/or asbestos testing.

**Inspection**

In order to determine the extent of the repairs needed, an inspection of the property is required. All inspections, other than for emergencies, will include a complete Minimum Housing Standards Code evaluation. Priority will be given to emergency conditions that pose a threat to the health and safety of the occupants.

Emergency repairs will be assigned to a sub-contractor (electrical, plumbing, roofing etc.) who is on the City’s Approved Contractors List or who holds an “annual contract” with the Neighborhood Services Department for such trade. All others will be competitively bid in an effort to receive at least three bids. Such work may only begin after final approval by the Neighborhood Services Director.

Other types of rehabilitation assistance will be addressed according to a level of priority. Work will not begin without the Neighborhood Services Director’s review and approval.
Rehabilitation must be adequate to extend the useful life of the property for at least five (5) years, preferably longer, to protect the security of the City's deferred payment loan.

Rehabilitation standards shall include, at a minimum:

- Correction of minimum housing code violations
- Correction of observable and identifiable problems which could lead to the violation of the Florida Existing Building Code within the lien period
- Incidental repairs related to work performed
- Addition of energy efficient improvements which decreases operating costs
- Barrier free items, such as building/installing ramps, grab bars, accessible showers, toilets, sinks/faucets, and widening doorways.
- According to SHIP regulations, the Program shall utilized grant funds in a manner that encourages reduced long-term costs relating to maintenance, utilities, and/or insurance. Innovative design, green principles, storm-resistant construction, or other elements will be incorporated for sustainability and to promote greater affordability.

Housing repairs will not be made to homes where additions or modifications to the home or accessory structures have been made without permits and such changes or additions are not in conformance with the building code, or where the property is in violation of zoning ordinances. The work write-up process will not begin on any project until the following criteria is researched:

1. Unpermitted work such as room enclosures, (Garage, Carport, Screen rooms, etc.);
2. Unauthorized Conversions, (Apartments, Rooming houses, etc.);
3. Setbacks (Handicap ramps, Porches, Additions, etc.);
4. Disabled Motor Vehicles on the property;
5. Code Violations;
6. City Accounts and Liens;
7. Judgements;
8. Status of mortgage and taxes where applicable;
9. Homeowners Insurance coverage;
10. Ownership status

**Work Write-Up & Housing Specifications**

Once a completed application is received, the case will be reviewed for compliance with the basic eligibility requirements of the program. The work write-ups with in-house cost estimates will be prepared for every job as directed by the Neighborhood Services Director. In addition to the work write-ups, all contractors will comply with the Neighborhood Services Department's written Specifications / Property Standards and all applicable Building Codes. In instances where work write-ups are revised due to limited funds or other unforeseen circumstances, the original write-up will be revised, signed and dated by the Homeowner, Contractor, and Director. The work write-up must support that the proposed work will not exceed 50% of the total estimated replacement cost of the unit after rehabilitation.
Upon completion of the work write-up by Program staff, the owner will review the proposed work and consent to the specifications in writing. Any issues relating to the proposed work will be resolved before proceeding to the bidding and contractor procurement process.

If the property is determined to require repairs in excess of the Program limitations or funding availability, the owner will be notified of the property’s ineligibility. Program staff will make information available to the owner with regard to other agencies or programs that may be available to assist.

**Selection of Contractor/Bid Award**

When an applicant is approved for the program, the selection of contractors to perform the rehabilitation work will be conducted through a competitive bidding process on behalf of the Owner. All local, State, and Federal procurement policies must be adhered to during the Program’s contractor selection process. The process will be conducted in accordance with the rules and regulations that govern the funding source for the project. Additionally, the Instructions to Bidders (Exhibit C) shall be followed. In all cases, the funding source regulations will take precedence over local policy where it is more restrictive.

- All bid opportunities, except for Emergency Repairs, will be advertised through the DemandStar system and the City’s website. Emergency Repairs will be solicited through the informal Price Quote process internally.
- Price quotes and bids received from contractors will provide sufficient line item pricing details for materials and labor. Lump sum price quotes and bids will not be accepted.
- All bids submitted will either be hand delivered or mailed directly to the City of Titusville Purchasing & Contracting Division. All bids will be delivered sealed and opened only on their due date and witnessed by the Purchasing & Contracting Division.
- Each job file will contain documented evidence, such as advertisement, fax transmittals, or letters that indicate prospective contractors were notified of bid opportunity. All prospective bidders must attend a mandatory Pre-Bid Conference at the subject project site in order to submit a bid. Any Contractor not present, for the duration of the conference, will forfeit the opportunity to bid for that particular job.
- During the mandatory pre-bid conference, the contractors shall have an opportunity to ask questions as to the work write-ups or specifications. If warranted, addendum and clarifications with supplemental instructions will be prepared and made part of the bid document and posted to DemandStar. The documentation will help eliminate any disputes or misunderstandings, which may arise from decisions made while work is in progress.
- Bid submittals will be reviewed by the City and Owner. The Owner and/or City reserves the right before awarding the contract to require a bidder to submit such evidence of his or her qualifications as it may deem necessary to properly evaluate the bid, and may consider any evidence of the financial, technical, and other
qualifications and abilities of a bidder. The Owner and/or City reserves the right to award the contract only to a bidder who is fully qualified to undertake the work.

- The lowest responsible bidder price quotes and bids should be within fifteen percent (15%) of the in-house write-up; if not, the Owner and City has the option to re-bid.
- Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitation, unauthorized alternate bids, or other irregularities of any kind. The Owner and/or City reserves the right to waive any information or irregularities of bids.
- The Owner and/or City reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re-advertise for all or part of the Work contemplated.
- The Department will tabulate and prepare a Bid Tab, for Owners review. The contractor selection is the sole responsibility of the Owner. However, the Owner shall seek input from the Department on each bidders qualifications before making a selection. The Owner shall first consider the lowest bid price. Additionally, the Owner shall consider the contractors past performance, ability to proceed, number of jobs the contractor has in progress, reputation for timely completion of a project, willingness to work within the program constraints, familiarity with the program parameters, and the ability to understand and work with the homeowner. If bids are acceptable, written notice will be given to the preferred responsible and qualified bidder chosen by the Owner. If Owner’s preference is not the lowest responsible bid, the preferred bidder must be within ten percent (10%) of the lowest bid.
- If the bidder to whom the contract is awarded forfeits, then the award is annulled and the Owner and/or City may then award to the next lowest responsible and qualified bidder, or the work may be re-advertised through the bid process.
- The City reserves the right to limit the number of awards per contractor based upon their capacity, past performance, or program experience.
- In order to remain within the allocated budget, the City reserves the right to add and delete line items in order to remain within the allocated budget of each project. Deletions or additions to the scope of work can occur before or after the project has been awarded, as well as during the course of the rehabilitation process; 100% of the line item cost will be deleted.
- Should the successful bidder fail to execute and deliver the contract within the allotted time, the Owner and/or City at its option, may find said bidder non-responsive and deem his or her bid award forfeited. Failure of the bidder to execute the contract may also result in additional sanctions pertaining to the bidding of future work in the Program by the bidder.
- Program contracts shall be signed and executed by the Property Owner(s), Program Specialist, and Development Coordinator. The contracts will be reviewed to form and attested by the Neighborhood Services Director, City Attorney, City Manager, and the Mayor.

In emergency cases, vendors listed on the City’s approved contractor’s list or who hold an annual agreement (roofers, electricians, plumbers, etc.) may be selected to perform the work according to their availability.
Final Application Approval

An application with the proper documentation, work write-ups, and bids must be reviewed for compliance with program policies, approved, and signed by the Neighborhood Services Director, prior to rehabilitation. Applications involving City employees and/or properties in which a City employee has interest in, shall also be reviewed by the City Attorney.

Lien Agreements

Participants in the City's housing programs will be asked to attend a contract signing meeting where the following documents are to be executed: Memorandum of Agreement, Deferred Payment Loan, Construction Contract, Permit Authorization, Awareness Statement, and Notice of Commencement. The Lien Agreement will be in the form a Deferred Payment Loan at 0% interest for the affordability lien period contained herein and shall be prorated at a rate specified within the DPL per annum. The Lien will stipulate restrictions on the transfer or resale of the property, and identifies the City as a party to the Agreement as the Owner's agent to contract for and carry out the agreed upon repairs and improvements. All eligible Owners must demonstrate adequate homeowners insurance coverage, including flood insurance where applicable, for the duration of the lien period.

If HOME funds are used, the HOME affordability period (lien) starts from the date that the activity is closed out with HUD.

The Neighborhood Services Department will verify, on the day preceding or the day of contract signing, that all mortgage payments are current and that the homeowner has not been served with a notice of foreclosure (Lis Pendens). Verification will be confirmed through third party verifications and researching the public records of the Brevard County Clerk of Courts. After a three-day rescission period, the contract between the homeowner and contractor may be executed and a Notice to Proceed issued.

The Owner-City agreement, Deferred Payment Loan (mortgage), and subsequent Mortgage Modifications, as required, are to be signed by the property owner, Neighborhood Services Director, City Attorney, City Manager, and Mayor.

If the property is in Trust, Life Estate, or survivorship, the other parties thereto must document their residence at another location and must sign the Agreement, Mortgage, and Note with the City. It is important to note that the State of Florida does not have a "legal separation" provision. As a result, if an applicant is still married, it does not matter if the he or she does not reside in the property with their spouse.

Construction

In order to prevent costly delays and interruptions to the contractor's schedule, an owner (including relatives and/or friends) may not perform work on the eligible property during the construction period. Should an owner wish to perform work that is outside of the
scope of the work write-up, that work must be performed after the job has been completed (passed all final inspections and approved by the City and owner). Any work by owners involving or modifying the work performed under the City’s program will void the contractor’s warranty. Any post-construction agreements or warranties are between the Owner and the Contractor.

For all rehabilitation work, except emergencies, the general contractor, unless prohibited by inclement weather, must begin work within seven (7) days after a written Notice to Proceed. A subcontractor (Roofing, Electrical, Plumbing, Air Conditioning, etc.) shall have a five (5) day mobilization period after general contractor is issued a Notice to Proceed.

- The Contractor shall pay all sales, consumer use, and other taxes required by law and shall secure all permits, fees and licenses necessary for the execution of work under contract.
- If the contractor does not commence work within seven (7) days, the homeowner and the City may cancel the contract and award the work to the next lowest responsive bidder or request re-bidding of the job.
- All work shall be satisfactorily completed within sixty (60) days from the Notice to Proceed.
- The Neighborhood Service Department will make construction inspections as follows: 2 to 4 inspections for emergencies, 5 to 10 inspections for moderate rehabilitation, and 10 to 15 inspections for substantial rehabilitation.
- Variations from any work write-up must be documented by a change order; change orders are inevitable, but will be the exception for housing rehabilitation jobs.
- The contractor is responsible for submitting written change order proposals for approval by the homeowner and Neighborhood Services Director prior to beginning any additional work.
- Any work done without written authorization from the Neighborhood Services Director will be the financial responsibility of the contractor.
- Contractors will provide adequate documentation with change orders to justify the changes along with details and costs for each changed item.
- Any change orders, or liability resulting from change orders, initiated by the homeowner without approval of the Neighborhood Services Director, and carried out by the contractor will be the financial responsibility of the homeowner as well as any liability arising from the change order.
- All change orders must be reviewed and signed by the Neighborhood Services Director before the approved terms are implemented and the contract amount adjusted.
- Contract amounts will be adjusted at the discretion of the Neighborhood Services Director, with the consensus of the homeowner, provided that the cumulative amount of the change orders does not increase the original contract amount by more than 10%, and does increase the overall contract amount over $50,000.
- In situations where change orders exceed 10% of the original contract, a memo to justify the percentage difference will be placed in the file and signed by both the Contractor and the Neighborhood Services Director. Change orders should occur infrequently and they will be justified only for unusual or unforeseen circumstances.
• Fewer change orders will occur if:
  1) Initial inspections are thoroughly performed
  2) Work write-ups are adequately prepared
  3) The contractors’ scope of work is sufficiently detailed to identify all work to be
     accomplished.
• The Neighborhood Services Department and a City Building Inspector must certify
  that all work is completed according to work write-ups and applicable codes before
  disbursement of final payment.

Upon completion of the work and acceptance by the City, the contractor shall provide a
one-year warranty for all work; materials and labor for a period of one [1] year after the
Certificate of Final Inspection [five (5) years for new roofs].

All properties participating in the rehabilitation program will be checked
periodically during the construction phase of the project to ensure that the
homeowner continues to be in good standing with the City and is not in jeopardy of
foreclosure proceedings. Should the homeowner fall behind in his or her mortgage
and/or a Lis Pendens (notice of foreclosure) is served, the work shall cease on the
property and the rehab project closed out, leaving the property in a safe and
habitable condition. A Mortgage Modification will be executed as a result of the
partial rehab should a decrease in the amount of the lien result. Properties that are
participating in the Rehab Program and are served with a Lis Pendens will be
forwarded to the City Attorney for recommendation on any action necessary to
secure the City’s interest.

Voluntary Vacation of Premises

Efforts will be made to have construction work performed while homeowners continue to
occupy the property. However, in instances where the work to be performed is extensive
or poses a hazard to the homeowner or a liability to the City and/or Contractor [a
determination made when doing the work write-up], the Neighborhood Services
Department will advise the homeowner of the need to voluntarily vacate the property for
participation in the program.

The Neighborhood Services Department will provide the homeowner with information,
including but not limited to the following:
• Information on packing of household items that will be placed in storage.
• Information on clearing of all debris or items from the interior and exterior of the
  home that may impede construction.

The packing and securing of all household furnishings are the responsibility of the
homeowner. The City takes no responsibility for any scratched, dented or lost items.

Completion of Work

No payment(s) will be disbursed until the contractor provides the City with a signed
warranty form and partial and/or final releases of liens for all work completed.
• Only final payment [100%] will be issued for Emergency Repairs when the job is completed;
• Partial payments on rehabilitation will be made when the project reaches 40%, 70%, and 100% of completion, with retainage being released within thirty (30) days after certificate of final inspection is issued.
• For Final Payment (100% completion of work and Inspected) the homeowner must sign a Request for Final Payment. Within thirty-days after the Certificate of Final Inspection, the contractor will be issued the statutory retainage.
• Checks will be issued for Pay requests for projects involving structural work as follows:
  1. 15% of job cost after slab pour
  2. 15% of job cost after lintel pour
  3. 25% of job cost after framing inspection
  4. 25% of job cost after interior/exterior painting
  5. 20% of job cost at completion, after final Certificate of Occupancy and all utilities are operational.

The City, on the basis of reasonable and verifiable evidence, may withhold from any payment, such amounts as may be necessary for protection of the Owner against loss caused by:

  1. Defective work not remedied;
  2. Third party claims filed;
  3. Failure of the Contractor to make payments to sub-contractors;
  4. Failure to pay for material, equipment, or labor; and
  5. Failure to perform the work in accordance with the Agreement documents

All requests for payments will be made as follows:

1. Contractor shall submit a Draw Request form to the Neighborhood Services Department before 5:00 p.m. on Friday, which lists the line items and their cost and sum for work to be paid based only on completed items from the itemized bid form.
2. The Neighborhood Services Department will initiate inspection of such work within three business days from receipt of such request.
3. The contractor will normally be paid within fifteen (15) business days from the date of the owner’s signature, unless there are discrepancies in the documentation or work, or City payment schedule controlled by the Finance Department does not coincide with this timeframe.

Final payment shall not be made until the Contractor provides notarized Release of Liens from all sub-contractors, copies of permits and inspections to the Department, all inspections are complete, copies of product warranty provided, and close out forms are submitted and approved.
Follow-up

Homeowners are instructed to contact their contractor(s) directly concerning warranty issues. If the homeowner is unsuccessful in obtaining requested information or resolution, they may contact the Neighborhood Services Department. Upon receipt of requests relating to warranty issues, the Neighborhood Services Department staff will coordinate with the contractor to resolve the issues. Results of the contractor’s action shall be recorded as a part of the project file.

Periodic contact with the property owner(s) at 30-day, 60-day, and 12-month intervals may be scheduled by the Department to ensure compliance with the Program and ascertain if additional counseling is needed. Additionally, on an annual basis the Department staff will request updated copies of the homeowner’s insurance coverage, taxes, and mortgage (if applicable) statements to ensure that they are current.

Complaints

Any complaint submitted by an owner and received by the City with regard to contract obligations and responsibilities shall first be referred for disposition by the Neighborhood Services Director who shall respond within fifteen (15) days of receipt of same, where practicable. The Partnership Agreement contained within the contract shall be the basis for this process and determine the course of action. Any disagreements or complaints outside of the City’s Program shall be between the Owner and Contractor of record.

Construction Summary

It typically takes thirty-(30) to sixty-(60) days from application approval to start construction;
It typically takes sixty-(60) to ninety-(90) days for a rehabilitation project from start to finish.

Project Delivery Costs (PDC)

When permissible by governing regulation, staff’s time associated with the delivery of services to an applicant receiving assistance may be applied to the associated grant project account and expensed back to the City’s general fund. These expenses are known as Activity Delivery (ADC) and/or Project Delivery (PDC) costs, and are tied to a specific project through the distribution of time and reported as such. Supporting documentation, such as timesheets or tracking log are used to substantiate the expense.

The ADC/PDC shall equal no more than 5% of the hard costs associated with the project, or a maximum of $2500.00, whichever is less. This expense value is subject to change from time to time depending on regulations that may be in affect at the time.
This expense shall not be charged to the applicant and will not be included in the Mortgage or Note. However, it is applied to the grant project account that is being used to supply the assistance (5555), and is considered a “grant” to the applicant/borrower.

Tracking documents for these expenses are currently found at:

Q://neighborhoodservices/financials/expensecreditworkbook

Q://neighborhoodservices/rehabprogram/activitydeliverytracking

Q://neighborhoodservice/rehabprogram/projectstrackingSHIP-HOME
EXHIBIT A

Typical Housing Rehabilitation Schedule

<table>
<thead>
<tr>
<th>Initial contact</th>
<th>1 – 2 working days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Rehabilitation</td>
<td>1-2 working days</td>
</tr>
<tr>
<td>Inspection and application</td>
<td>1-15 working days</td>
</tr>
<tr>
<td>Contact contractor and work completed</td>
<td></td>
</tr>
</tbody>
</table>

**Rehabilitation and Energy Efficiency Programs**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application provided to applicant</td>
<td>1 working day</td>
</tr>
<tr>
<td>Wait for return of paperwork</td>
<td>5 working days</td>
</tr>
<tr>
<td>Mail verifications for employment &amp; mortgage</td>
<td>5 working days</td>
</tr>
<tr>
<td>Wait for verification of employment &amp; mortgage</td>
<td>30 working days</td>
</tr>
<tr>
<td>Wait for verification of other documents</td>
<td>30 working days</td>
</tr>
<tr>
<td>Prepare file for pre-approval</td>
<td>3-5 working days</td>
</tr>
<tr>
<td>Pre-approval by Director</td>
<td>3 working days</td>
</tr>
<tr>
<td>Construction write-up</td>
<td>5 working days</td>
</tr>
<tr>
<td>Bid process</td>
<td>30 working days</td>
</tr>
<tr>
<td>Closing of loan</td>
<td>3 working days</td>
</tr>
<tr>
<td>Review by office of Legal Services</td>
<td>3-5 working days</td>
</tr>
<tr>
<td>Lien, note recording, signing contractor authorization</td>
<td>3 working days</td>
</tr>
<tr>
<td>To proceed, and post notice of commencement</td>
<td>3 working days</td>
</tr>
<tr>
<td>Repair work (including inspections)</td>
<td>4-8 weeks</td>
</tr>
<tr>
<td>Check request and payment</td>
<td>20 working days</td>
</tr>
<tr>
<td>Organize record for filing</td>
<td>1 week</td>
</tr>
<tr>
<td>Final review and filing</td>
<td>1 week</td>
</tr>
</tbody>
</table>

**Subcontractors** (Roofing, Electrical, Plumbing, Air Conditioning, etc.)

- Contact contractor and work completed | 1-10 working days |
EXHIBIT B
BID PACKAGE
INSTRUCTIONS TO BIDDERS

Receipts and Opening of Bids

1. Proposals, as completely assembled herein, must be delivered in sealed, opaque envelopes, addressed to the Purchasing & Contracting Department of the City of Titusville, Florida, City Hall, 555 S. Washington Avenue, Titusville, FL 32796 at the time called for in the Notice to Bidders and shall be properly identified on the face thereof. The Proposal shall be made out upon the blank form included herewith, which must not be removed nor detached, from these Contract Documents. Proposals will be publicly opened and immediately read aloud in the Council Chambers, City Hall, 555 S. Washington Avenue, Titusville, Florida, at the time designated in the Notice to Bidders.

2. Qualifications of Bidder

A minimum of two (2) years active experience as the prime contractor in new residential construction, or four (4) years in residential remodeling or rehabilitation. The Owner and/or City reserves the right before awarding the Contract to require a Bidder to submit such evidence of qualifications as it may deem necessary to properly evaluate the bid and may consider any evidence of the financial, technical and other qualifications and abilities of a Bidder. Additionally, the Owner reserves the right to award the contract to a Bidder that can demonstrate his or her qualifications and capabilities through documented evidence of similar projects, in the Owner’s and/or City’s opinion only, to undertake the work, and it is in the Owner’s best interest to accept said bid. Further, the Owner reserves the right to award the contract to a preferred Bidder, whose bid is not the lowest but is within ten percent (10%) of the lowest responsible bid, and who is the most qualified and responsible, in their sole opinion only, to undertake the work.

The Contractor’s Qualification Application Packet must be completed and approved by the Neighborhood Services Department prior to bid award.

All proposers must be certified Renovation Firms or Renovators with the Environmental Protection Agency (EPA).

3. Preparation of Bids

Bids must be submitted on the attached Proposal form, which must not be typed or detached from these Contract Documents. All blank spaces in the Proposal must be filled in legibly and correctly handwritten in ink. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is called for, for each scheduled item of Work, as well as the Total Bid Price for the entire Work under the contract.
If the Bid is made by an individual, he or she must sign his or her name thereon and state his or her address; signature must be notarized. If the Bid is made by a firm or partnership, its name and principle address must be stated as well as the name and address of each member of the firm or partnership, and signed by the Owner of the firm; signature must be notarized or seal provided. If the Bid is made by a corporation, the Bid must be signed by the President/CEO subscribing the name of the corporation with his/her own name and affixing the corporate seal. Such officer or agent must also state the name of the State under which the corporation is chartered, the names and business address of the President, Secretary and Treasurer, as well as the registry with the Secretary of State of the State of Florida of such corporation for doing business in the State of Florida.

No third-party bids accepted. Bidder may not submit a bid on behalf of another firm, corporation, or individual.

4. Plans and Other Contract Documents

The plans and other Contract Documents give the location and description of the Work to be done under this Contract; the estimated quantities of each item of Work for which Bids are invited; the time in which the Work must be complete; the amount of the Bid Guarantee; and the date, time and place of the receipt and opening of Bids.

5. Examination of Contract Documents and Site

The Bidder is required to examine carefully the site of the Work and the plans and other Contract Documents for the Work contemplated. It will be assumed that the Bidder has investigated and is fully informed as to the requirements of the plans and other Contract Documents, thus relieving the City of any costs incurred by the Bidder as a result of a misunderstanding or miscalculation of the Work.

6. Obligation of Bidder

The Bidder must inform him or herself fully of the conditions under which the Work is to be performed in relation to both construction and labor conditions, acquaint him or herself with all governing laws, ordinances, etc., and otherwise thoroughly familiarize him or herself with all matters which may affect the performance of the Work; failure to do so will not relieve a successful Bidder of the obligation to furnish all material, equipment and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in his Bid.

It is the obligation of the Bidder to make his or her own investigations of sub-surface conditions prior to submitting his Bid. The record of borings, test excavations and other sub-surface investigations, if any, made for design purpose for the engineers are available in the Community Development Department. Such records are offered as information only and solely for the convenience of Bidders. The City does not warrant or guarantee that said borings, test excavations and other sub-surface investigations
show the actual sub-surface conditions. The Contractor agrees that he will make no claims against Owner if in carrying out the Work he finds that the actual conditions encountered do not conform to those indicated by said borings, test excavations and other sub-surface investigations.

Any estimates of quantities of work or materials shown on the plans or in the proposal, based on said borings, test excavations and other sub-surface investigations or otherwise, are in no way warranted to indicate the true quantities or distribution of quantities.

7. Clarifications/Changes While Bidding

If any prospective Bidder for the proposed Contract is in doubt as to the true meaning of any part of the drawing, specifications, or other proposed contract documents, the Bidder may submit to the Neighborhood Services Department a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be mailed or delivered to each prospective Bidder who has received a complete set of Bidding Documents. The Owner will not be responsible for any other explanations or interpretations of the proposal documents.

During the Bidding period, Bidders may be furnished addenda or bulletins for additions or alterations to the contract documents, which shall be included in the Work covered by the Proposal.

8. Interpretation of Quantities

The quantities of Work to be done under this Contract, given in the Proposal, are not to be considered as fixed for each item. Such quantities are to be used for comparison of bids received and for payment. Changes in such quantities shall only be caused by addition to or deletion from the Contract by way of a Change Order. The Bidder shall not plead misunderstanding or deception because such listed quantities do not correspond with measured areas. Payment to the Contractor will be made only on the basis of the total quantity of Work actually performed in accordance with the plans and other Contract Documents, and it is understood that the quantities may be increased or diminished by addition or deletion of entire facilities without in any way invalidating any of the unit prices bid. Quantities for any facilities added or deleted shall be computed in the same manner as that used for those listed on the plans.

9. Disqualification of Bidders

Any one of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his Bid:

a) Submission of more than one (1) Bid for the same Work by an individual, firm, partnership or corporation under the same or different names.
b) Evidence of collusion among Bidders.

c) Previous participation in collusive bidding on Work for the City of Titusville, Florida.

d) Submission of an unbalanced Bid in which the prices bid for some items are out of proportion to the prices bid for other items.

e) Lack of competency of Bidder- i.e., Bidder will be considered ineligible if at any time during the process of receiving bids or awarding the Contract, developments arise, which in the opinion of the Owner and/or City, adversely affect the Bidder's ability to perform. However, the Bidder will be given an opportunity by the City to present additional evidence before final action is taken.

f) Lack of responsibility as shown by past Work judged from the standpoint of workmanship and progress.

g) Uncompleted Work for which the Bidder is committed by Contract which, in the judgment of the City, might hinder or prevent the prompt completion of Work under this Contract if awarded to such Bidder.

h) Being in arrears on any of his existing contracts with the Owner, or in litigation with the Owner, or having defaulted on a previous contract with the Owner.

i) Promoting deliberate discriminatory practices.

This list is a representative sample of causes for disqualification and shall not be deemed to be all-inclusive. In addition, a person or affiliate who has been placed on the Debarred Contractors Excluded Parties List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

10. Rejection of Irregular Bids:

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The Owner and/or City reserves the right to waive any informalities or irregularities of bids.
11. Withdrawal of Bid

Any bid may be withdrawn prior to the time scheduled in the Notice to Bidders for the opening thereof, or before Notice of Award.

12. Commencement and Completion of Work:

Each Bidder has sixty-(60) days in which to complete the work after Notice to Proceed is issued.

13. Guarantee of Faithful Performance and Payment

If required by the City, a Performance and Payment Bond, satisfactory to the City, in an amount of not less than the Total Bid Price, will be required of the successful Bidder to guarantee that he will deliver a completed project under his Contract in strict accordance with the Contract Documents, and will pay promptly all persons supplying labor or materials for the Work. This bond shall be written through a reputable and responsible Surety Bond Agency licensed to do business in the State of Florida, as rated by "Best" with a rating of no less than “A” or the "U.S. Treasury Listing", and shall be delivered to the Neighborhood Services Department with the executed Contract as required in Section 16 of these Instructions to Bidders.

The contractor shall include a provision in the Performance Payment Bond guaranteeing the Work against defects in materials and Workmanship, for a period of one (1) year after the date of the final acceptance of the Work.

14. Award of Contract

The Owner and/or City reserves the right to reject any or all bids, or any part of any bid, to waive any irregularity in any bid, or to re-advertise for all or any part of the Work contemplated. If bids are found to be acceptable by the Owner and/or City, written notice will be given to the lowest or preferred qualified bidder upon acceptance of the Proposal.

If the Bidder to whom the Contract is awarded forfeits the bid security and the award of the Contract is annulled, the City may then award the Contract to the next lowest and/or qualified Bidder or the Work may be re-advertised through the bid process.

The City reserves the right to limit the number of awards per contractor based upon their capacity, past performance, or program experience.

In order to remain within the allocated budget, certain line items may contain additional addendums. All addendums must be priced in order to be considered. Addendums will be considered in sequential order to determine the low bidder. All items deleted will be deducted from all bidders' price sheets to
determine the low bidder. The bid opening will result in an apparent low bidder only and is not to construe as an award.

The City reserves the right to add and delete items in order to remain within the allocated budget. Deletions or Additions to the scope of work can occur before or after the project has been awarded, as well as during the course of the rehabilitation; 100% of the cost of the line item will be deleted.

Quantities are estimates and are for bid purposes only. Invoices shall be detail actual quantities used at the unit cost.

15. Execution of Contract

The Bidder to whom the Contract is awarded shall, within 10 days after issuance of the Notice of Award, provide satisfactory evidence of all required insurance coverage, Contractor Qualification Statement, and sub-contractors list. The above documents must be furnished, executed, and delivered before the City will execute the Contract. The Contract shall not be binding upon the City until the City has executed it and a copy of such fully executed Contract is delivered to the Contractor.

16. Failure to Execute Contract - Bid Guarantee Forfeited

Should the successful Bidder fail to execute and deliver the contract to the Neighborhood Services Department within the allotted time, the City at its option may find said bidder non-responsive and deem his bid guarantee as forfeited pursuant to these instructions. Failure of the bidder to execute the Contract may also result in additional sanctions pertaining to the bidding of future Work by the forfeiting bidder.

17. Notice and Service

All notices and demands, requests, instructions, approvals and claims shall be in writing.

Any notice to or demand upon the Contractor shall be considered sufficiently given if delivered to the Contractor, agent or superintendent. If the Contractor is a corporation, notices may be made to any officer of the corporation. Notice may also be given by registered or certified mail to the address of the Contractor shown on the bid or by delivery of a prepaid telegram to the Contractor's officer. All papers required to be delivered to the Owner shall be sent to the Neighborhood Services Department by registered or certified mail, a prepaid telegram, or by delivery in person. Notice will be deemed to have been given or made at the time of actual delivery.

18. Licenses

All contractors must be holders of a valid competency card issued by Brevard County or a current State Certification before any contract for this Work will be awarded.
19. Permits/Inspections

The Contractor will be required to obtain, at no expense to the Owner or City; the standard permits required for all Work covered under this Contract. He or she shall also be responsible to ensure that City inspections are called for as necessary. All provisions of applicable City and State codes, and Housing Quality Standards (HQS), as adopted by the City, shall be complied with.

20. Conflict of Interest

The City and the Contractor state that to the best of their knowledge, no member of the Titusville City Council and no other officer, employee or agent of the City who exercises any function of responsibility in connection with the carrying out of the program to which this bid pertains, has any personal interest, direct or indirect, in the award of bid.

21. Equal Opportunity Employer

In all solicitations under this bid, the Contractor shall state that all qualified applicants will be considered for employment. The words “equal opportunity employer” in advertisements shall constitute compliance with this Section.

The Contractor covenants that, during the term of this agreement, it will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, nor the presence of any sensory, mental or physical handicap, except where there is a bona fide occupational limitation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection or training (Executive Order 11245 as amended). The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination requirement.

22. Drug Free Work Place

The Contractor agrees to administer, in good faith, a policy designed to assure the workplace is free from the illegal use, possession, or distribution of drugs or alcohol hold by its beneficiaries. In the case of tie bids, preference must be given to vendors submitting a certification with their bid proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes.

23. Environmental Review

The City assumes the responsibility for environmental review described in 24 CFS 570.604 and initiating the review process under Executive Order 12372.
HOMEOWNER PREFERENCE POLICY
Administrative Policy No. _ - 2019

POLICY OBJECTIVE

To establish policies and methods of awarding contracts in conjunction with grant-funded owner-occupied housing projects managed by the Neighborhood Services Department, and where State or Federal preferences for award are recommended.

POLICY STATEMENT

I. Intent

It is the intent of this policy to provide for criteria and owner preference for awarding contracts for housing programs in the rehabilitation or construction improvements to real property owned and occupied by an owner, funded through the Neighborhood Services Department grant programs; as permissible by governing regulations.

Annually, the City receives grant funds through direct entitlement allocations and competitive processes involving federal and state funds, such as the U.S. Department of Housing and Urban Development (HUD), Florida Housing Finance Corporation (FHFC), and Brevard County HOME Consortium (HOME). These funds are managed by the Neighborhood Services Department under the Community Development Department.

The City recognizes that with each grant come statutory rules and regulations pertaining to the eligible uses and expenditures of these funds, and procurement thereof. In addition, there are administratively imposed or encouraged federal or state program preferences with regard to the evaluation of bids, which mandate or encourage such preferences, which at times may be in direct conflict with the City's Purchasing & Contracting Policy and/or Local Preference Ordinance.

The City procurement policy shall be followed except as may be modified as set forth in this policy.

II. Definitions

For the purpose of this Policy, the following shall have the meanings indicated:

1. City Manager - shall mean that person appointed by the City Council of the City of Titusville pursuant to Section 15, 16 and 29 Chapter 63-2001, Laws of Florida.

2. Neighborhood Services Director – shall mean Administrator of the City’s Federal and State grants appropriated to the City for activities adopted in the City’s
CDBG/HOME Consolidated and Action Plans; State Local Housing Assistance Plan (LHAP); Neighborhood Stabilization Plan (NSP); and Neighborhood Revitalization Strategy Plan (NRSA); and subsequent revisions thereof.

3. **Owner** – shall mean the person or persons listed on the deed to the property.

4. **Preferred Bidder** – shall mean a responsive bidder and qualified contractor selected by the homeowner whose bid is no more than ten percent (10%) of the lowest responsible bid.

**III. Owner Preference for Contract Award**

The Neighborhood Services Department will provide the Owner the computed bid tab, each bid submittal, and contractor information package. The Owner, for which the bids are being received, shall have the preference to go with the lowest responsible bidder or their preferred bidder.

Should the Owner not elect to choose a preferred bidder, then selection of contractor shall follow the City’s current procurement policy.

**V. Exceptions to preference policy**

The preference policy shall not apply as follows:

a. Purchases or services which are funded in whole or in part by general funds or under the laws, rules, regulations or policies which prohibit such preferences.

b. Purchases or contracts, which would violate state or federal law.
SECTION 3 BUSINESS CONCERN PREFERENCE
(Administration Policy No. 2-26)

The City of Titusville grants preference to those Section 3 Business Concerns in awarding purchases or contracts in the amount not to exceed the following:

a. Awarded to the qualified Section 3 Business Concern with the lowest, responsive price, if it reasonable and not more than 10 percent higher than the price of the lowest responsive price from any qualified source. If no response price by a qualified Section 3 Business Concern is within 10 percent of the lowest responsive price from any qualified source, the award shall be made to the source with the lowest responsive price.

Preference: the lesser of 10% of the lowest responsive bid or $9,000