



LEON COUNTY

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2023-2024, 2024-2025, 2025-2026

As Revised by the Leon County Board of County Commissioners on July 11, 2023



Table of Contents

Description	Page #
Section I, Program Details	3
Section II, Housing Strategies	7
A. Down Payment Assistance	7
B. Home Ownership Development	10
C. Home Rehabilitation	13
D. Home Replacement	15
E. Emergency Housing Repair & Housing Resilience	17
F. Disaster Recovery	20
G. Foreclosure Avoidance	22
H. Rental Development & Rehabilitation	25
I. Housing Rental Assistance	27
Section III, Incentive Strategies	
A. Expedited Permitting	28
B. Ongoing Review Process	28
C. Flexibility in Densities	29
D. Modification of Impact Fee Requirements	29
E. Allowance of Accessory Dwelling Units	29
F. Inventory of Public Lands Suitable for Affordable Housing	29
Exhibits	30
A. Administrative Budget for each fiscal year covered in the Plan	
B. Timeline for Estimated Encumbrance and Expenditure	
C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan	
D. Signed LHAP Certification	
E. Signed, dated, witnessed or attested adopting resolution	
F. Community Land Trust Purchase Assistance Additional Information	
G. <u>Interlocal Agreement, Leon County, Florida & the City of Tallahassee, Florida</u>	



I. Program Details:

A. LG(s)

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

B. Purpose of the program:

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

C. Fiscal years covered by the Plan: 2023-2024, 2024-2025, 2025-2026

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

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

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited via advertising of public meetings and the Public Hearing for the Affordable Housing Advisory Committee to adopt their Report of Recommendations. Public input was also obtained through meetings with housing providers, social service providers, local lenders, neighborhood associations and Affordable Housing Advisory Committee meetings.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will not be established when there are eligible applicants for strategies that no longer have funding available.

Priorities: The following priorities for funding described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II: The County will accept applications during the advertised "Application Period" which will be at least 30 days. Once the application period ends, eligible applications will



be categorized based on the most appropriate program strategy to address their needs and prioritized based upon the following ranking priority:

1. Special Needs Households
 - a. Very low
 - b. Low
 - c. Moderate (If Applicable)
2. Essential Services Personnel
 - a. Very low
 - b. Low
 - c. Moderate (If Applicable)
3. Non-Special Needs and Non-ESP
 - a. Very Low
 - b. Low
 - c. Moderate (If Applicable)

If funds are available after applications are categorized and set asides have been met, funds will be expended on a first qualified first served basis.

- J. **Discrimination:** In accordance with the provisions of Section 760.20-760.37 Fla. Stat., 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 and counseling services are available from various sources in the community. The County will provide Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, and Foreclosure Counseling through referral to qualified HUD approved agencies, which includes, but is not limited to, Tallahassee Lenders Consortium.
- L. **Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

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

“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, when required 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 non-profit organizations for purchase at the current market value for continued occupancy by eligible persons.

- P. Administrative Budget:** A line-item budget of proposed Administrative Expenditures is attached as Exhibit A. Leon County finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

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

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

The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

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

Entity	Duties	Admin. Fee Percentage
Local Government	All Strategies Other than Down Payment Assistance	8%
Third Party Entity/Sub-recipient	Down Payment Assistance Program Strategies	2%



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

S. Project Delivery Costs: The County will charge a reasonable project delivery cost that will not exceed three percent (3%) of the contracted SHIP award and will be included in the amount of the recorded mortgage and note.

1. Title Search
2. Recordation Fee
3. The County will utilize a contractor to assess the appropriate level of housing rehabilitation necessary to improve accessibility and enhance independence for participating households having special needs.
4. The County may utilize a contractor to assess home(s) and provide a professional Home Inspection Report to be used to generate a scope of work.
5. To determine post-Home Replacement or post-Home Rehabilitation (when livable square footage is added to the home), the County may:
 - i. contract with a Real Estate Agent/Realtor to provide a Broker Price Opinion and/or
 - ii. contract with a Certified Residential Appraiser to provide an appraisal.

T. Essential Service Personnel Definition (ESP): ESP includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, skilled building trades personnel and active U.S. Armed Forces Service Members.

U. Describe efforts to incorporate Green Building and Energy Saving products and processes:
The County will require participating homeowners to obtain a Home Energy Audit from their electric service provider if they are eligible for Home Rehabilitation and/or whenever a Heating, Ventilation and Cooling unit is being considered for replacement. The findings of the audit will be used to incorporate repairs into a cost-effective scope of work that are intended to increase the energy efficiency of the home and possibly lead to lower heating and cooling costs.

Additionally, the County and/or sponsors will, when economically feasible, employ the following Green Building requirements on Home Rehabilitation, Home Replacement, Emergency Repairs & Disaster Resilience, Homeownership Development or Rental Development:

1. Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
 - a. Toilets: 1.4 gallons/flush or less;
 - b. Faucets: 1.5 gallons/minute or less;
 - c. Showerheads: 2.0 gallons/minute or less;
2. Energy Star certified exhaust/ventilation fans in all bathrooms;



3. Energy Star certified water heater minimum efficiency specifications;
4. Energy Star certified lighting and ceiling fans with lighting;
5. Energy Star certified Air Conditioning unit(s) with minimum SEER of 14. Packaged units are allowed in studios and one-bedroom units with a minimum of 11.7 EER;
6. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
7. Energy Star certified refrigerator;
8. Energy Star certified dishwasher, if provided;
9. Energy Star certified washing machine, if provided in units.

V. Describe efforts to meet the 20% Special Needs set-aside: The County will continue to obtain referrals from partner social service agencies serving the targeted population to achieve the goal of the special needs set-aside. The goal will be met through Housing Rehabilitation, Home Replacement, Down Payment Assistance, Emergency Housing Repair & Housing Resilience, Homeownership Development, Rental Development, and Rental Assistance program strategies. The County will utilize a contractor to identify ways to improve the accessibility of homes and enhance independence for participating households having special needs through the Home Rehabilitation and Home Replacement program strategies.

W. Describe efforts to reduce homelessness: The County will collaborate with the Big Bend Continuum of Care and other agencies serving the target population to assist in rapid rehousing and to prevent homelessness primarily through the Rental Subsidy program strategy, the Leon County Direct Emergency Assistance Program (DEAP) and the Leon County Veteran Emergency Assistance Program (VEAP). When funding is available, Leon County may use SHIP funds to place this target population in rental or transitional housing for the purpose of providing a stable housing situation pursuant to applicable program strategies herein.

Section II. LHAP Strategies:

A. Down Payment Assistance	Code 1, 2
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a. Summary: Funds will be awarded to First Time Homebuyers for down payment and closing costs for new and existing homes, including homes purchased from a community land trust (CLT).

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate (Moderate not eligible for purchase in CLT)

d. Maximum award:

Income Category	Existing Homes not Rehabilitated OR not in a CLT	CLT Homes	Newly Constructed or Rehabilitated Homes
Very Low	\$10,000	\$20,000	\$25,000
Low	\$10,000	\$20,000	\$25,000
Moderate	\$7,500	N/A	\$20,000

- Newly constructed homes are defined as homes that have never been occupied; and have obtained a certificate of occupancy within the 12-months preceding the purchase; or was built as a model home.
- Rehabilitated homes are defined as existing homes that receive repairs or rehabilitation needed



for safe or sanitary habitation, correction of substantial code violations, the creation of additional living space or other repairs approved by the Leon County Division of Housing Services and are paid by the seller, the buyer or another source. Proof that the repair or rehabilitation was completed within the 12-months preceding purchase must be provided prior to closing unless a first mortgage renovation loan (FHA 203k, Freddie Mac, Fannie Mae or similar lender managed renovation purchase and renovation loan) is used to pay for the rehabilitation. When a first mortgage renovation loan is used, the project must be completed, including proof of payment, and the home must be occupied within six months of closing.

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred subordinate loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 10 years for Fee Simple; 30 years for CLT
4. Forgiveness: If the loan remains in good standing, assistance will be forgiven at the end of the loan term.
5. Repayment: Not required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs:
 - Homeowner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.) If sold in a CLT, the loan will not be determined to be in default if the sale is approved by the CLT and provision is made for the subsequent income eligible purchaser to assume the loan to ensure homes remain affordable;
 - Homeowner no longer occupies the unit as his/her principal residence or qualifies for Homestead Property Tax Exemption;
 - Homeowner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - Homeowner fails to maintain homeowner's insurance.
 - Homeowner refinances the assisted unit. However, refinancing is allowed under the following conditions:
 - purpose of preventing foreclosure;
 - lowering the interest rate that results in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month or to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - for payment of outstanding bills with no cash out to the homeowner unless the funds are to finance repairs needed to resolve a threat to the health and safety of the occupants or to prevent further damage to the structure.

If a superior mortgage holder accelerates the loan or forecloses upon the home, the County will attempt to obtain repayment of funds via the legal process if the County determines that adequate funds may be available to justify pursuing repayment.

f. Recipient Selection Criteria:

- Applications will be ranked for assistance based on a first-qualified, first-ready-to-close basis.



- A recipient must secure a first mortgage by an approved lender.
- A recipient must be able to contribute five hundred dollars (\$500.00) towards the transaction but their total liquid assets (liquid assets include all assets that can be accessed without penalty) may not exceed Thirty Thousand Dollars (\$30,000). However, the asset limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- Homebuyer Education
 - Fee Simple homebuyers must complete an approved homebuyer education class from a HUD certified agency and obtain a certificate of completion.
 - CLT homebuyers must complete a homebuyer education class from a HUD certified agency that contains a community land trust component and/or session with the CLT in addition to a homebuyer education class that requires CLT buyers to demonstrate and attest to a clear understanding of the terms of community land trust homeownership and obtain a certificate of completion.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

- All eligible units must be in unincorporated Leon County.
- Mobile homes are not eligible for this program.
- Households receiving Down Payment assistance must obtain and maintain homeowner's insurance for the duration of the lien period.
- Homes in a 100-year flood plain or properties required by a first mortgage lender to be covered by flood insurance are not eligible for this program.
- Leon County will be placed in second lien position behind the first mortgage for all Down Payment Assistance transactions unless authorization is received from the Leon County Division of Housing Services to be placed in third (3rd) or fourth (4th).
- Down Payment Assistance can be used on properties previously assisted with SHIP funds that have a Land Use Restriction Agreement (LURA), deed restriction and/or an assumable conveyance agreement with affordability covenants if the maximum subsidy was not provided to the previous homebuyer(s).
- Except for Disaster Recovery, previous Down Payment Assistance recipients are not eligible to receive additional SHIP assistance until ten (10) years after lien origination. Down Payment Assistance may be provided simultaneously with Home Ownership Development to a recipient eligible for both strategies.

Terms for CLT home purchases: Purchase assistance is assumable by an income-eligible purchaser. The terms of the Note and Mortgage shall allow subsequent purchasers to assume the loan with approval by the CLT. Otherwise, no repayment is required during the term of the loan, provided the loan remains in good standing.

Please see Exhibit F for additional instructions and information for CLT purchases.

B. Home Ownership Development

Code 10

a. Summary: SHIP funds will be awarded to for-profit and not-for-profit organizations, including Community Land Trusts (CLT), for land acquisition, infrastructure and development costs, and all other associated fees and permits for the construction of housing units to pay-down the development costs to further reduce the sale price to income eligible First Time Homebuyers.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

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

d. Maximum award: \$100,000 per unit

One hundred percent (100%) of the County's investment shall be converted to an assumable mortgage with a Land Use Restriction Agreement (LURA), deed restriction, and/or other affordability restrictions or covenants to the benefit of the prospective homebuyer subordinate to the first mortgage to ensure homes remain affordable in perpetuity. A CLT will satisfy this requirement. Please see Additional Terms and Exhibit F for additional instructions and information.

e. Terms:

Sponsor Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage, note and restrictive covenant.
2. Interest Rate: 0%
3. Years in loan term: Up to 18 months
4. Forgiveness: If the loan is in good standing upon sale of the property to an eligible homebuyer with affordability restrictions and/or covenants (homes built on land in a CLT satisfies this requirement) to ensure homes remain affordable in perpetuity, the loan will be considered paid in full, the loan will be reflected in the contract for sale to the benefit of the eligible homebuyer and the County will satisfy the promissory note and release restrictive covenant with the Developer.
5. Repayment: Not required if the loan is in good standing.
6. Default: The loan will be in default if: the developer fails to construct and sell the assisted unit(s) with affordability restrictions and/or covenants recorded on the property to an eligible homebuyer within six (6) months after the final certificate of occupancy is issued and within the contractual timeframe. The County will recapture the subsidy and/or property within ninety (90) days of maturity of the recorded Mortgage Agreement.

Homebuyer Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 30 years
4. Forgiveness: If the loan remains in good standing, forgiveness is prorated at 5% per year following the tenth year in the loan term.
5. Repayment: Not required if the loan is in good standing.



6. Default: The loan will be determined to be in default if any of the following occurs:
- Homeowner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.). The loan will not be considered in default if the loan to be assumed is reflected in the contract for sale, the loan is assumed by an income-eligible purchaser, and the sale is approved by the County or CLT to ensure homes remain affordable in perpetuity;
 - Homeowner no longer occupies the unit as his/her principal residence or qualifies for Homestead Property Tax Exemption;
 - Homeowner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - Homeowner fails to maintain homeowner's insurance.
 - Homeowner refinances the assisted unit. However, refinancing is allowed under the following conditions:
 - purpose of preventing foreclosure;
 - lowering the interest rate that results in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month or to change from an adjustable-rate mortgage (ARM) to a fixed rate mortgage;
 - for payment of outstanding bills with no cash out to the homeowner unless the funds are to finance repairs needed to resolve a threat to the health and safety of the occupants or to prevent further damage to the structure.

If a superior mortgage holder accelerates the loan or forecloses upon the home, the County will attempt to obtain repayment of funds via the legal process if the County determines that adequate funds may be available to justify pursuing repayment.

- f. Homebuyer Selection Criteria:
- Applications will be ranked for assistance based on a first-qualified, first-ready-to-close basis.
 - Recipients must secure a first mortgage by an approved lender.
 - Recipients' total liquid assets (liquid assets include all assets that can be accessed without penalty) may not exceed Thirty Thousand Dollars (\$30,000). However, the asset limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
 - Homebuyer Education
 - Fee Simple homebuyers must complete an approved homebuyer education class from a HUD certified agency and obtain a certificate of completion.
 - CLT homebuyers must complete an approved homebuyer education class from a HUD certified agency that contains a community land trust component and/or session with the CLT in addition to a homebuyer education class that requires CLT buyers to demonstrate and attest to a clear understanding of the terms of community land trust homeownership and obtain a certificate of completion.
- g. Sponsor Selection Criteria: Applications from potential sponsors will be reviewed on an ongoing basis.

Sponsors/developers are required to be awarded construction financing through other local, state,



federal, private programs, or show sufficient liquid assets necessary to construct new affordable homes. Funding for each project will be based upon the gap demonstrated by the developer in the project budget. The project gap is the difference between the cost incurred by the developer to construct the unit and the sales price the market will bear to sell the unit to an eligible buyer.

Not-for-profit sponsors used to implement this program must have received a tax-exempt ruling as a non-profit agency from the IRS under Section 501(c) of the Internal Revenue Code. The not-for-profit must have in its mission statement, Articles of incorporation, or bylaws that it is dedicated to the provision of housing and services for eligible households.

For-profit sponsors administering the program must have experience performing housing activities for eligible households.

The criteria to select for-profit or non-profit agencies may include, but is not limited to, the following:

- Consistency of the project with basic goals and objectives of the County;
- The financial strength of the sponsor, including the ability to leverage funds from other sources;
- The ability of the sponsor to complete the project by the deadlines established by the County;
- The capacity of the sponsor;
- The quantity and quality of experience in affordable housing development;
- Willingness to contractually commit to SHIP and other County requirements;
- Agreement to select recipients based on compliance with all eligibility requirements imposed by the program;
- Preference shall be given to 1) Community Land Trusts and 2) not-for-profit entities; and
 - Sponsors with verified site control;
 - Sponsors with membership in the Homeownership Pool Program; and
 - Sponsors that employ personnel from the Welfare Transition Program.

h. Additional Information:

- All eligible units must be in Leon County.
- Units to be developed shall be site-built; or block structures; or modular homes. Mobile homes are not eligible for this program.
- Homes may not be developed in a 100-year flood plain or on properties that a first mortgage lender would require to be covered by flood insurance.
- Leon County will be placed in second lien position behind the first mortgage for all homebuyer transactions unless authorization is received from the Leon County Division of Housing Services to be placed in third (3rd) or fourth (4th).
- SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.
- Homebuyer may not be a family or household member of any principal member of the awarded developer's organization. "Family or household member" includes spouses, former spouses, non-cohabitating partners, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who have a child in common regardless of whether they have been married or have resided together at any time.



- Except for Disaster Recovery, previous Homeownership Development homebuyers are not eligible to receive additional SHIP assistance until ten (10) years after lien origination. Down Payment Assistance maybe provided simultaneously with Home Ownership Development by a recipient eligible for both strategies if needed.
- If funds are given to an entity that is not a CLT, a Land Use Restriction Agreement (LURA) deed restriction, and/or other affordability restrictions or covenants shall be recorded in the county records ensuring permanent affordability.

Homeownership Development assistance is assumable to an income-eligible purchaser. The terms of the Note and Mortgage shall allow subsequent purchasers to assume the loan with approval by the County or the CLT. The loan to be assumed will be reflected in the contract for sale to the benefit of the eligible subsequent homebuyer and the County will satisfy the existing mortgage & promissory note.

Please see Exhibit F for additional instructions and information for CLT purchases.

C. Home Rehabilitation	Code 3
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a. Summary: SHIP funds will be awarded to owner-occupied households in need of repairs for health, safety, insurability, correct code violations and to prepare for future disasters. This will include structural improvements, accessibility rehabilitation, repairs to support aging in place and water and sewer connections including tap fees. If the county finds that rehabilitation of the home is expected to surpass 50% of the current value of the home, replacement of the home will be considered.

- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low, low
- d. Maximum award: \$75,000 (which includes Emergency Repair assistance received while on the waitlist prior to December 14, 2021) for rehabilitation, and may include \$1,500 for temporary relocation.
- e. Terms:
 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded mortgage and note.
 2. Interest Rate: 0%
 3. Years in loan term: Five (5) years: \$0 - \$30,000; Ten (10) years: \$30,001 - \$75,000
 4. Forgiveness: If the loan remains in good standing, forgiveness is prorated in the following manner:
 - a. Five-year loans on a prorated basis of 20% per year
 - b. Ten-year loans on a prorated basis of 10% per year
 5. Repayment: Not required if the loan is in good standing.
 6. Default: The loan will be determined to be in default if any of the following occurs:
 - Homeowner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - Homeowner no longer occupies the unit as his/her principal residence or qualifies for Homestead Property Tax Exemption;
 - Homeowner dies, or if a married couple, the survivor dies. However, the loan may be assumed by



a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

- Homeowner fails to maintain homeowner's insurance and flood insurance, if in a 100-year flood plain or required by a first mortgage lender to be covered by flood insurance.
- Homeowner refinances the assisted unit. However, refinancing is allowed under the following conditions:
 - purpose of preventing foreclosure;
 - lowering the interest rate that results in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month or to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - for payment of outstanding bills with no cash out to the homeowner unless the funds are to finance repairs needed to resolve a threat to the health and safety of the occupants or to prevent further damage to the structure.

If a superior mortgage holder accelerates the loan or forecloses upon the home, the County will attempt to obtain repayment of funds via the legal process if the County determines that adequate funds may be available to justify pursuing repayment.

- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I).
- A recipient must be the owner occupant of a home in an unincorporated area of Leon County (unless administering Disaster Recovery) for at least a year prior to application and qualify for Homestead Property Tax Exemption; or if the property has not been owned for at least a year, the needed repair, improvement or modification must be related to a circumstance that could not have reasonably been known prior to purchase of the property.
 - A recipient must household qualify to meet the Special Needs set aside as established in Florida Statutes or have at least one-member age 55 years or older.
 - A recipient must be current on all property taxes (including assessments), mortgages, debts, or other security instruments associated with the property that may bring threat of foreclosure, tax lien, default, clouded title or other loss of ownership.
 - Prior to participation, a recipient will be required to make code related improvements that are not repair oriented (i.e. nuisance, trash, environmental or health codes). Such improvements must be made if there is an active code complaint.
 - A recipient may not have total liquid assets (liquid assets include all assets that can be accessed without penalty) that exceed Thirty Thousand Dollars (\$30,000). However, the asset limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
 - Rehabilitation projects of \$20,000 or more will be eligible for relocation assistance.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information:



- Eligible units shall be either site-built or block structures; or modular homes; or mobile homes (built after June 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector’s Office and the household must qualify as “Special Needs” in accordance with Section 420.0004 Fla. Stat.
- A recipient must participate in a Leon County homeowner and SHIP program education workshop.
- Recipients who have homeowner’s insurance in place may be required to submit a claim to the insurer and use proceeds for repairs if the needed repairs are related to an event reasonably believed to be insurable.
- Homes older than 50 years may not be eligible if determined to be of historical significance.
- Homeowner must obtain and/or maintain homeowner’s insurance.
- Homes in a 100-year flood plain or properties required by a first mortgage lender to be covered by flood insurance must have and maintain sufficient flood insurance coverage.
- Combined loan-to-value, including the anticipated SHIP project quote, may not exceed one-hundred twenty percent (120%) of the value of the property. However, the loan-to-value limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- Properties with a reverse mortgage are not eligible. However, the reverse mortgage limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- The actual project quote may not exceed ninety percent (90%) of the value of the property or the maximum award.
- SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.
- No contractor may have more than five home replacement/rehabilitation contracts at one time unless the contractor is the sole bidder for a home replacement/rehabilitation project.
- Except for Disaster Recovery, previous Home Rehabilitation recipients are not eligible to receive additional SHIP assistance until ten (10) years after lien origination or after the lien matures, whichever is less.

D. Home Replacement	Code 4
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a.	Summary: SHIP funds will be awarded for the demolition and replacement of existing owner-occupied single-family homes to homeowners who qualify for Home Rehabilitation if the county finds that rehabilitation of the home surpasses 50% of the current value of the home.
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b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

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

d. Maximum award: \$300,000 (which includes Emergency Repair assistance received while on the waitlist prior to December 14, 2021) for site built and modular homes, which includes \$1,500 for temporary relocation.



e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 20 years
4. Forgiveness: If the loan remains in good standing, forgiveness is prorated at 5% per year
5. Repayment: Not required if the loan is in good standing
6. Default: The loan will be determined to be in default if any of the following occurs:
 - Homeowner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - Homeowner no longer occupies the unit as his/her principal residence or qualifies for Homestead Property Tax Exemption;
 - Homeowner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - Homeowner fails to maintain homeowner's insurance and flood insurance, if in a 100-year flood plain.
 - Homeowner refinances the assisted unit. However, refinancing is allowed under the following conditions:
 - purpose of preventing foreclosure;
 - lowering the interest rate that results in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month or to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - for payment of outstanding bills with no cash out to the homeowner unless the funds are to finance repairs needed to resolve a threat to the health and safety of the occupants or to prevent further damage to the structure.

If a superior mortgage holder accelerates the loan or forecloses upon the home, the County will attempt to obtain repayment of funds via the legal process if the County determines that adequate funds may be available to justify pursuing repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I).

- A recipient must be the owner occupant of a home in an unincorporated area of Leon County (unless administering Disaster Recovery) for at least a year prior to application and qualify for Homestead Property Tax Exemption; or if the property has not been owned for at least a year, the needed repair, improvement or modification must be related to a circumstance that could not have reasonably been known prior to purchase of the property.
- A recipient must household qualify to meet the Special Needs set aside as established in Florida Statutes or have at least one-member age 55 years or older.
- A recipient must be current on all property taxes (including assessments), mortgages, debts, or other security instruments associated with the property that may bring threat of foreclosure, tax lien, default, clouded title or other loss of ownership.



- Prior to participation, a recipient will be required to make code related improvements that are not repair oriented (i.e. nuisance, trash, environmental or health codes). Such improvements must be made if there is an active code complaint.
- A recipient may not have total liquid assets (liquid assets include all assets that can be accessed without penalty) that exceed Thirty Thousand Dollars (\$30,000). However, the asset limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

- Eligible units, including Mobile Homes, shall be replaced with either site-built; or block structures; or modular homes. Mobile homes may be replaced with another mobile home during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- A recipient must participate in a Leon County homeowner and SHIP program education workshop.
- Recipients who have homeowner’s insurance in place may be required to submit a claim to the insurer and use proceeds for repairs if the needed repairs are related to an event reasonably believed to be insurable.
- Homes older than 50 years may not be eligible if determined to be of historical significance.
- The property may not be encumbered by an existing mortgage to be eligible for Home Replacement.
- Homeowner must obtain and maintain homeowner’s insurance.
- Homes in a 100-year flood plain must obtain and maintain sufficient flood insurance coverage. No part of a replacement home shall be built in a 100-year flood plain.
- The actual project quote may not exceed ninety percent (90%) of the value of the property or the maximum award.
- SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.
- No contractor may have more than five home replacement/rehabilitation contracts at one time unless the contractor is the sole bidder for a home replacement/rehabilitation project.
- Except for Disaster Recovery, previous Home Replacement recipients are not eligible to receive additional SHIP assistance until ten (10) years after lien origination.

E. Emergency Housing Repair & Housing Resilience	Code 6
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a.	<p>Summary: SHIP Funds will be awarded to owner-occupied households in need of rehabilitation or repair of their home related to a dire situation that needs to be mitigated immediately. Eligible rehabilitation or repairs are:</p> <ul style="list-style-type: none"> • remediation of an immediate health hazard to the occupants; • elimination of a developing threat to the dwelling or infrastructure; or • improving the home’s resilience to the impact of a future disaster. <p>SHIP funds may be awarded to applicants requiring emergency power generator installation if: 1. a</p>
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member of the household meets the Special Needs set-aside criterion; and 2. a written statement from a healthcare provider indicating that electricity is a bona fide medical necessity.

- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low, low
- d. Maximum award: \$30,000
- e. Terms:
1. Repayment loan/deferred loan/grant:
 - Projects funded for more than \$1,650 will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 - Projects funded for \$1,650 or less will be awarded as a grant. As a result, the following terms (2-6) only apply to deferred loans.
 2. Interest Rate: 0%
 3. Years in loan term: Five (5) years
 4. Forgiveness: If the loan remains in good standing, forgiveness is prorated at 20% per year
 5. Repayment: Not required if the loan is in good standing
 6. Default: The loan will be determined to be in default if any of the following occurs:
 - Homeowner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - Homeowner no longer occupies the unit as his/her principal residence or qualifies for Homestead Property Tax Exemption;
 - Homeowner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - Homeowner fails to maintain homeowner's insurance and flood insurance, if in a 100-year flood plain or required by a first mortgage lender to be covered by flood insurance.
 - Homeowner refinances the assisted unit. However, refinancing is allowed under the following conditions:
 - purpose of preventing foreclosure;
 - lowering the interest rate that results in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month or to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
 - for payment of outstanding bills with no cash out to the homeowner unless the funds are to finance repairs needed to resolve a threat to the health and safety of the occupants or to prevent further damage to the structure.

If a superior mortgage holder accelerates the loan or forecloses upon the home, the County will attempt to obtain repayment of funds via the legal process if the County determines that adequate funds may be available to justify pursuing repayment.



- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I).
- A recipient must be the owner occupant of a home in an unincorporated area of Leon County (unless administering Disaster Recovery) for at least a year prior to application and qualify for Homestead Property Tax Exemption; or if the property has not been owned for at least a year, the needed repair, improvement or modification must be related to a circumstance that could not have reasonably been known prior to purchase of the property.
 - A recipient must be current on all property taxes (including assessments), mortgages, debts, or other security instruments associated with the property that may bring threat of foreclosure, tax lien, default, clouded title or other loss of ownership.
 - Prior to participation, a recipient will be required to make code related improvements that are not repair oriented (i.e. nuisance, trash, environmental or health codes). Such improvements must be made if there is an active code complaint.
 - A recipient may not have total liquid assets (liquid assets include all assets that can be accessed without penalty) that exceed Thirty Thousand Dollars (\$30,000). However, the asset limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information:
- Eligible units shall be either site-built or block structures; or modular homes; or mobile homes (built after June 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office and the household must qualify as "Special Needs" in accordance with Section 420.0004 (13) Fla. Stat.
 - Recipients who have homeowner's insurance in place may be required to submit a claim to the insurer and use proceeds for repairs if the needed repairs are related to an event reasonably believed to be insurable.
 - A recipient must review a Leon County homeowner and SHIP program education workshop.
 - Homes older than 50 years may not be eligible if determined to be of historical significance.
 - Homeowner must obtain and/or maintain homeowner's insurance.
 - Homes in a 100-year flood plain or properties required by a first mortgage lender to be covered by flood insurance must have and maintain sufficient flood insurance coverage.
 - Combined loan-to-value, including the anticipated SHIP project quote, may not exceed one-hundred twenty percent (120%) of the value of the property. However, the loan-to-value limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
 - Properties with a reverse mortgage are not eligible. However, the reverse mortgage limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.



- The actual project quote may not exceed ninety percent (90%) of the value of the property or the maximum award.
- SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.
- Other than Disaster Recovery and Home Rehabilitation (only if Emergency Repairs were received while on the waitlist prior to December 14, 2021 and will be counted towards the maximum award if the applicant receives subsequent assistance), previous Emergency Housing Repair & Housing Resilience recipients are not eligible to receive additional SHIP assistance until five (5) years after lien origination.

F.	Disaster Recovery	Code 5, 16
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a. Summary: The Disaster Strategy provides assistance to owner-occupied households following a disaster as declared by the President of the United States or Governor of the State of Florida. This strategy will only be implemented in the event of a disaster using any funds that have not yet been encumbered or with additional disaster funds allocated by Florida Housing Finance Corporation. SHIP funds may be used for activities such as, but not limited to the following:

1. purchase of emergency supplies for eligible households to weatherproof damaged homes;
2. rental assistance (including security deposit) for eligible recipients that have been displaced from their homes due to a disaster;
3. purchase assistance for eligible recipients that have been displaced from their homes due to a disaster;
4. temporary utility, mortgage and/or rent payments for citizens financially impacted by a declared disaster.

SHIP funds may also be used for Home Repair, Rehabilitation and Replacement activities that benefit homeowners in Leon County such as, but not limited to, the following:

1. post-disaster interim repairs to avoid further damage and to make the individual housing unit habitable, such as roof repair and tree and debris removal;
2. payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies;
3. elevation and/or rehabilitation or waterproofing of the structure or critical components to comply with local housing code and with Chapter 553, F.S.; and
4. post-disaster repair, rehabilitation, demolition and/or replacement for structural and non-structural damages.

If the maximum award herein is not sufficient to fully repair the structure, funds may be administered under the applicable Home Rehabilitation or Home Replacement Strategy established in this Plan.

- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$30,000



- e. Terms:
1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant.
 2. Interest Rate:
 3. Years in loan term: N/A
 4. Forgiveness: N/A
 5. Repayment: N/A
 6. Default: N/A
- f. Recipient/Tenant Selection Criteria: Applicants will be awarded assistance on a first-qualified, first-served however, Special Needs households, Very-Low and Low-income categories will be prioritized to meet SHIP requirements.

To benefit from Home Rehabilitation and Home Replacement activities, a recipient must be the owner occupant of a home. If the maximum award herein is not sufficient to fully repair the structure, a recipient household otherwise eligible for the Home Rehabilitation or Home Replacement strategies in this plan are not required to meet the Special Needs set aside or have at least one-member age 55 years or older.

- g. Sponsor/Sub-recipient Selection Criteria: Sponsors used to implement this program must have received a tax-exempt ruling as a non-profit agency from the IRS under Section 501(c) of the Internal Revenue Code. The non-profit agency must have in its mission statement, Articles of Incorporation, or bylaws that it is dedicated to provision of these services. In reviewing proposals from potential sponsor, the County shall consider the following criteria:
- The financial strength of the sponsor;
 - The ability of the sponsor to complete repairs efficiently and meet the deadlines established by the County, SHIP rule or statute;
 - The capacity of the sponsor;
 - The level of experience;
 - Willingness to contractually commit to SHIP and other County requirements; and
 - Agreement to select recipients based on compliance with all eligibility requirements imposed by the program.

Eligible sponsors may assist in screening applicants, determining what disaster-resilient measures are necessary, and assisting applicants, directly or through subcontractors with disaster-resilient measures including installation, repair and construction. The County shall announce the availability of funding for this strategy on its website and/or in the local newspaper.

- h. Additional Information:
- Eligible units shall be either site-built or block structures; or modular homes; or mobile homes (built after June 1994).
 - Recipients who have homeowner's insurance in place may be required to submit a claim to the insurer and use proceeds for repairs if the needed repairs are related to an event reasonably believed to be insurable.
 - Additional retrofitting activities that are eligible include, but are not limited to: waterproofing, elevating structures, elevating water heaters and heating/cooling units in flood prone areas; demolition; replacement; removal of trees and limbs which represent a hazard during high wind



- events; and other approved improvements.
- As established in the Interlocal agreement between the County and the City of Tallahassee, the County may, in its discretion, administer its Disaster Recovery Program in coordination with the City and, as a result, may align its program rules with the City for equitable administration.
- SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.

G. Foreclosure Avoidance	Code 7
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a.	Summary: SHIP Funds will be awarded to owner-occupant households to bring the existing first mortgage of their primary residences current to avoid foreclosure.
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b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

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

d. Maximum award: \$7,500

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: Ten (10) years
4. Forgiveness: If the loan remains in good standing, assistance will be forgiven at the end of the loan term.
5. Repayment: Not required if the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs:
 - Homeowner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
 - Homeowner no longer occupies the unit as his/her principal residence or qualifies for Homestead Property Tax Exemption;
 - Homeowner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
 - Homeowner fails to maintain homeowner’s insurance and flood insurance, if in a 100-year flood plain or required by a first mortgage lender to be covered by flood insurance.
 - Homeowner refinances the assisted unit. However, refinancing is allowed under the following conditions:
 - purpose of preventing foreclosure;



- lowering the interest rate that results in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month or to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
- for payment of outstanding bills with no cash out to the homeowner unless the funds are to finance repairs needed to resolve a threat to the health and safety of the occupants or to prevent further damage to the structure.

If a superior mortgage holder accelerates the loan or forecloses upon the home, the County will attempt to obtain repayment of funds via the legal process if the County determines that adequate funds may be available to justify pursuing repayment.

- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups.
- A recipient must be the owner occupant of a home in an unincorporated area of Leon County for at least a year prior to application and qualify for Homestead Property Tax Exemption; or if the property has not been owned for at least a year, the needed repair, improvement or modification must be related to a circumstance that could not have reasonably been known prior to purchase of the property.
 - A recipient may not have a reverse mortgage and must be current on all property taxes (including assessments), or other obligations associated with the property that may bring threat of tax lien, default, clouded title or other loss of ownership.
 - Prior to participation, a recipient will be required to make code related improvements that are not repair oriented (i.e. nuisance, trash, environmental or health codes). Such improvements must be made if there is an active code complaint.
 - A recipient may not have total liquid assets (liquid assets include all assets that can be accessed without penalty) that exceed Thirty Thousand Dollars (\$30,000).
 - Applicant(s) must be at least two (2) months, but not more than six (6) months, in arrears in mortgage payments and have received notification in writing from their lender that proceeding to foreclosure is eminent. The maximum arrears for eligibility will be determined by the Lender's willingness to accept program maximum award to solve the client's issue via direct payment, modification, repayment plan, reinstatement, or any other viable solution acceptable to the client and Lender.
 - Applicant(s) must have received in writing, from their lender, a denial of default resolution, forbearance, or payment arrangement.
 - Applicant(s) must provide proof of sufficient income to maintain all mortgages and property taxes after foreclosure assistance is received. The ability to pay the affordable mortgage after receiving program assistance. Affordable means that monthly 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 Section 420.9071 (19), (20) and (28), F.S.
 - A hardship letter, as detailed in the Qualification Criteria must demonstrate the nonpayment of the mortgage is due to: sudden loss of income, sudden medical expenses, divorce or separation, death of spouse or joint-property owner, or unforeseen home repair bills.
 - If approved to receive assistance, the applicant(s) must demonstrate:
 - Proof of completion in a credit counseling/budgeting course offered by an approved local



provider.

- Proof of residency in the unincorporated area of Leon County.
- Assistance being sought is for the applicant(s) primary residence.
- Applicant(s) must demonstrate proof of extraordinary hardship. Assistance will be provided where an extraordinary hardship exists and has been demonstrated through adequate documentation, resulting in the delinquency on the first mortgage. If the applicant(s) has a variable rate mortgage, the applicant(s) must agree and show proof of approval for a modified fixed rate mortgage. Examples of an extraordinary hardship include, but are not limited to:
 - Loss of employment, through no fault of the applicant; however, the applicant has secured new employment.
 - Substantial decrease in the household income, through no fault of the applicant(s).
 - Temporary or permanent disability that reduces income.
 - Changes in the household composition that reduces income.
 - Demonstrated medical hardship.
 - Weather events such as fire, hurricane, or other disaster, resulting in unforeseen home repair bills not covered by the Federal Emergency Management (FEMA).
 - Substantial increase of the mortgage payment due to participation in an adjustable-rate mortgage or "ramp up" mortgage.
 - Substantial increase in payment due to escrow shortages.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

- Eligible units shall be either site-built or block structures; modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office and the household must qualify as "Special Needs" in accordance with Section 420.0004 Fla. Stat.
- Homeowner must obtain and/or maintain homeowner's insurance.
- Homes in a 100-year flood plain or properties required by a first mortgage lender to be covered by flood insurance must have and maintain sufficient flood insurance coverage.
- Combined loan-to-value, including the anticipated SHIP lien, may not exceed one-hundred twenty percent (120%) of the value of the property. However, the loan-to-value limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- Properties with a reverse mortgage are not eligible.
- Except for Disaster Recovery, previous Foreclosure Avoidance recipients are not eligible to receive additional SHIP assistance until ten (10) years after lien origination.



H. Rental Development & Rehabilitation	Code 14, 21
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a. Summary: SHIP Funds will be awarded to developers that are awarded financing through other programs to build new or to rehabilitate affordable rental units (single family detached or multi). In cases where a development is being proposed that includes at least 30% Special Needs units, the County may provide a larger amount of the overall construction financing.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

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

d. Maximum award: \$300,000

Single Family Maximum: \$50,000 per unit – Non-homeless, \$75,000 per unit – Special Needs & Homeless

Multi Family Maximum: \$50,000 per unit, Up to \$200,000 per multi-unit project maximum (\$100,000 may be added to the project maximum if 30% of units are set aside for Special Needs households). However, Leon County may use SHIP funds to meet the minimum LGAOF requirement to support a 9% Low Income Housing Tax Credit application.

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 30 years.
4. Forgiveness:
 - a. For-profit developers: If the loan remains in good standing, assistance will be forgiven at the end of the loan term.
 - b. Non-profit developers: Loan is forgiven on a prorated basis beginning in year ten until year 30 at 5% annually.
5. Repayment: Not required if the loan is in good standing.
6. Default: The loan will be due and payable before the end of the term only if the units are sold or are no longer occupied by income-eligible households or used to house eligible households or persons who are homeless (if homeless rental development). Units must remain affordable for at least 30 years.

If the property is foreclosed by a superior mortgage holder, the County will make every effort to recapture funds through the legal process if it is determined that adequate funds may be available after satisfaction of all superior liens.

In the event the sponsor ceases to use the property to house eligible households or persons who are homeless, does not maintain the property to meet minimum housing quality standards, or offers the property for sale prior to the end of the term of the loan, the sponsor must give a right of first refusal



to the Community Land Trust then an eligible not-for-profit, for purchase at the current market value for continued occupancy by eligible persons.

- f. Recipient/Tenant Selection Criteria: Applications from potential tenants will be reviewed for eligibility by the program sponsors and will be ranked for assistance based on a first-qualified, first-served basis with the priorities for eligible households or persons who are homeless (if homeless rental development), Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I).
- g. Sponsor Selection Criteria: Applications from potential sponsors will be reviewed on an ongoing basis if funding is available.

Sponsors/developers are required to be awarded construction financing through other local, state, federal, or private housing programs to construct new affordable rental units. This funding may be used as gap financing required for the project.

Not-for-profit sponsors used to implement this program must have received a tax-exempt ruling as a non-profit agency from the IRS under Section 501(c) of the Internal Revenue Code. The not-for-profit must have in its mission statement, Articles of incorporation, or bylaws that it is dedicated to the provision of housing and services for eligible households or persons who are homeless (if homeless rental development).

For-profit sponsors administering the program must have experience performing housing activities for eligible households or persons who are homeless (if homeless rental development).

Sponsors/developers seeking funding for the construction of multifamily rental developments are required to set aside a minimum of five percent 5% of units for individuals or families exiting homelessness.

The criteria to select for-profit or non-profit agencies may include, but is not limited to, the following:

- Consistency of the project with basic goals and objectives of the County;
- The financial strength of the sponsor, including the ability to leverage funds from other sources;
- The ability of the sponsor to complete the project by the deadlines established by the County;
- The capacity of the sponsor;
- The quantity and quality of experience in affordable housing development;
- Willingness of the sponsor to contractually commit to SHIP and other County requirements; and
- Agreement to select tenants based on compliance with all eligibility requirements imposed by the program;
- Preference shall be given to 1) Community Land Trusts and 2) not-for-profit entities; and
 - Sponsors with verified site control; and
 - Sponsors that employ personnel from the Welfare Transition Program.

- h. Additional Information: Eligible units shall be either site-built or block structures; modular homes.

The County shall conduct annual monitoring visits or rely on the monitoring reports resulting from monitoring visits conducted as a requirement for other federal, state, or local funding sources to verify



that the development is compliant with SHIP affordable housing rules, requirements and the terms herein.

To the maximum extent possible, the County and all contracted agencies shall encourage the incorporation of energy efficiency features, and green building and design techniques into rehabilitation or construction projects for sustainability and affordability.

All eligible units must be in Leon County. Any homes on the National Registry of Historic Places may not be eligible.

I. Housing Rental Assistance	Code 13,23,26
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<p>a. Summary: SHIP funds will be awarded for: (1) first and last month’s rent, security and utility deposit assistance, moving costs and storage fees; and (2) past due rent and late fees not to exceed six months’ rent to prevent eviction and (3) Rent Subsidies paying the monthly rent for up to 12 months. To be eligible for Rent Subsidies, the household receiving assistance must include at least one adult who is a person with special needs as defined in S. 420.0004 (13) or homeless as defined in S. 420.621 and be considered very-low income.</p>
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b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

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

d. Maximum award: \$10,000

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant.
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Applicants who are homeless or at risk of homelessness (i.e., seeking eviction prevention) will be referred to the local Continuum of Care Coordinated Entry system, as appropriate and be assisted on a first-qualified, first-served basis. Applicants with one or more special needs household members may apply directly to the Leon County Housing Division or may be referred by a special needs service provider. If applications are received simultaneously, priority will be given to the household with the lowest income.

g. Sponsor Selection Criteria: Sponsors may be selected to administer the Rental Subsidies program. Criteria for selection of sponsor organization will include:

1. Past experience working with the target population;
2. Past experience administering similar rental assistance programs;
3. Financial and human resource capacity to administer the program;



- 4. Participation in the Continuum of Care Coordinated Entry system; and
- 5. Such other criteria as may be determined appropriate.

h. Additional Information:

- All eligible units must be in unincorporated Leon County.
- A twelve (12) month lease is required.
- Rent Subsidy is provided to households once in a lifetime.
- Reentry and Eviction Prevention recipients are eligible to receive additional SHIP assistance one (1) year after assistance is provided.

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. **Expedited Permitting**

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

The procedures used to implement this strategy are as follows:

Leon County expedites permitting of affordable housing projects by administrative direction, close coordination and teamwork. Specific processes that have been established include:

- 1) Using pre-permitting review to determine project status, identify and resolve potential legal problems that might preempt permitting, and otherwise expedite affordable housing.
- 2) Obtain assistance and cross-training from Building Inspection with the initial inspection of rehabilitation projects to ensure all code compliance issues are addressed in write-ups and permit applications. This expedites plan review and minimizes changes that delay permitting and project completion.
- 3) The Director of the Office of Human Services & Community Partnerships and the staff are the designated liaisons with the Affordable Housing Program and assists with the resolution of difficult permitting issues.

These processes will promote a reduction in building permitting time for affordable housing projects by 50% from the average of ten (10) days to an average of five (5) days.

B. **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.

The procedures used to implement this strategy:

By administrative direction, all Local Comprehensive Plan and Land Development Regulations (LDR) with the potential to impact the cost of affordable housing are referred to the Leon County Division of Housing Services. Any of these Plan or LDR amendments



potentially affecting affordable housing costs can be brought up to a meeting of the Department of Development Support and Environmental Management, the Planning Department, and the Division of Housing Services for modification and transmittal to the Board of County Commissioners or other appropriate review or approval entities.

C. Flexibility in Densities

The allowance of flexibility in densities for affordable housing.

The procedures used to implement this strategy:

The Land Development Code (LDC) provides incentives for affordable housing regarding the required review level. For example, projects with 50% or more affordable housing units can have their review threshold increased by 50% thereby potentially allowing a lower review level leading to potentially lower permitting costs. [Section 10-7.402(4)(h) of the LDC]

D. Modification of Impact Fee Requirements

The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

The procedures used to implement this strategy:

The County eliminated its transportation impact fee in 1995; therefore, housing developers do not pay any county impact fees. The Public Works Department supports affordable housing by waiving landfill dumping (tipping) fees for disposal of construction debris by the County's affordable housing contractors.

E. Allowance of Accessory Dwelling Units

The allowance of affordable accessory residential units in residential zoning districts.

The procedures used to implement this strategy:

The LDC allows accessory dwelling units in conjunction with the following principal structures: single-family detached dwellings; retail establishments; offices; and principal industrial structures. [Section 10-6.803(b) of the LDC]

F. Inventory of Public Lands Suitable for Affordable Housing

The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

The procedures used to implement this strategy:

County staff prepares, and makes available to the public, a printable inventory of County-owned lands suitable for affordable housing.



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. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.
- F. Community Land Trust Additional Instructions and Information.
- G. Interlocal Agreement, Leon County, Florida & the City of Tallahassee, Florida

Exhibit A

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

Exhibit A (2023)

Leon County

Fiscal Year: 2023-2024	
Estimated SHIP Funds for Fiscal Year:	\$ 1,135,109.00
Salaries and Benefits	\$ 90,300.00
Office Supplies and Equipment	\$ -
Travel Per diem Workshops, etc.	\$ -
Advertising	\$ -
Other*	\$ -
Total	\$ 90,300.00
Admin %	7.96%
	OK
Fiscal Year 2024-2025	
Estimated SHIP Funds for Fiscal Year:	\$ 1,135,109.00
Salaries and Benefits	\$ 93,000.00
Office Supplies and Equipment	\$
Travel Per diem Workshops, etc.	\$
Advertising	\$
Other*	\$
Total	\$ 93,000.00
Admin %	8.19%
	OK
Fiscal Year 2025-2026	
Estimated SHIP Funds for Fiscal Year:	\$ 1,135,109.00
Salaries and Benefits	\$ 95,000.00
Office Supplies and Equipment	\$
Travel Per diem Workshops, etc.	\$
Advertising	\$
Other*	\$
Total	\$ 95,000.00
Admin %	8.37%
	OK
*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:	

2023

Exhibit B
Timeline for SHIP Expenditures

Leon County affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	Interim Report	Closeout Report
2023-2024	6/30/2025	6/30/2026	9/15/2025	9/15/2026
2024-2025	6/30/2026	6/30/2027	9/15/2026	9/15/2027
2025-2026	6/30/2027	6/30/2028	9/15/2027	9/15/2028

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

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2023-2024	3/30/2026	6/15/2026
2024-2025	3/30/2027	6/15/2027
2025-2026	3/30/2028	6/15/2028

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 cameka.gardner@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 cameka.gardner@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

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

**CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity:

The Leon County Board of County Commissioners

Certifies that:

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

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

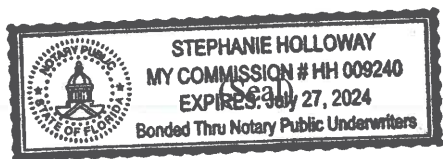
[Signature]
Witness
Wanda Hunt
Witness

[Signature]
Chief Elected Official or designee
County Administrator
Type Name and Title

3/9/23
Date

OR

[Signature]
Attest:



LEON COUNTY RESOLUTION NO. 23- 15

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, 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 COUNTY ADMINISTRATOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR FINAL REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317, Laws of Florida, 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 (2022), 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, 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 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), Florida Statutes (2022) 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; and

WHEREAS, the Department of Human Services and Community Partnerships has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the County Commission finds that it is in the best interest of the public for Leon County Government to submit the Local Housing Assistance Plan for review and approval so as to qualify for documentary stamp tax funds; and

WHEREAS, Rule Chapter 67-37, Florida Administrative Code, requires an approved local housing assistance plan be adopted by resolution.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

Section 1. Approve the Local Housing Assistance Plan.

1. The Board of County Commissioners of Leon County 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 years 2023-2024, 2024-2025 and 2025-2026.

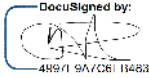
2. The County Administrator is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 2. Effective Date.

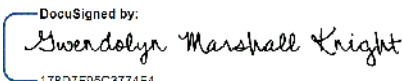
This Resolution shall become effective immediately upon its adoption.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,
Florida, this 11th day of July 2023.

LEON COUNTY, FLORIDA

By: 
Nick Maddox, Chair
Board of County Commissioners

ATTESTED BY:
Gwendolyn Marshall Knight, Clerk of Court
& Comptroller, Leon County, Florida

By: 
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APPROVED AS TO FORM:
Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

By: 
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EXHIBIT F
Community Land Trust Additional Instructions and Information

General Standards for Community Land Trusts

To qualify, homes must be purchased from a County-approved community land trust (CLT). The CLT will execute a 99-year ground lease with the homebuyer. A memorandum of that ground lease is recorded in the public records immediately following the deed. The terms of the ground lease restrict the resale of the property to an income eligible household and provide a right of repurchase to the CLT in the event of default. The CLT must approve the subsequent homebuyer. In the event of a default, the CLT must notify the County whether it intends to exercise its right of repurchase. In the event the CLT is not willing or able to exercise its right of repurchase, it shall transfer its right of repurchase to County, giving County the right, but not the obligation to purchase the property.

The assistance shall be treated as a development cost pay-down to further reduce the sales price to the homebuyer. The assistance amount shall be excluded from the Base Price and Formula Price as defined in the ground lease. The balance of the assistance must be included in the Purchase Option Price as defined in the ground lease to repay the funds to the County in the event of default.

Down Payment Assistance for Homes in a Community Land Trust

If the maximum subsidy was not provided to the first homebuyer, the County may provide additional assistance to a subsequent buyer to ensure that the property remains affordable, up to the amount of the maximum subsidy allowable at the time of subsequent purchase minus the original subsidy amount provided to the first homebuyer. Any additional SHIP investment will extend the original loan term. At the end of the loan term, the loan will be forgiven, and the lien released. However, the CLT ground lease will remain in effect and the requirements for residency, resale price, and subsequent buyer's income eligibility will continue. The CLT may request satisfaction of a loan and release of the lien during the term of the loan on behalf of a homeowner or seller, and under certain defined circumstances, with approval granted by the County on a case-by-case basis.

Sale of Community Land Trust Homes

When selling a CLT home, the seller must notify the CLT. The CLT will then enter into a purchase and sale agreement with the seller, that will get assigned to the subsequent homebuyer. The Purchase Option Price for the CLT will be calculated as follows:

Purchase Option Price = Formula Price + Payoff Amount of Deferred Payment Loans

The Formula Price is calculated using a Base Price calculated by subtracting the amount of all SHIP subsidies from the purchase price. For example:

Purchase Price:	\$185,000
MINUS Assistance Provided (maximum):	- <u>\$55,000</u>
EQUALS Base Price (sales price) for first buyer:	\$130,000

Base price is the amount the buyer would need to finance (plus transaction costs) and is used to calculate the Formula Price in the ground lease.

Suppose the Formula (re-sale) Price in the ground lease is calculated by a 1% annual increase to the Base Price, compounded. Suppose the home is sold after 5 years. To calculate the Purchase Option Price (price that will go in the purchase and sale agreement between the CLT and the seller), first calculate the Formula Price:

Formula Price = Base Price x Compound Rate

Calculated as follows:

Year 1 = \$130,100 x 1.01 = \$131,300

Year 2 = \$131,300 x 1.01 = \$132,613

Year 3 = \$131,613 x 1.01 = \$133,939

Year 4 = \$133,939 x 1.01 = \$135,379

Year 5 = \$135,379 x 1.01 = \$136,631

Formula Price = \$136,631

Purchase Option Price = \$136,631 + \$55,000 = \$191,631

The price to the subsequent buyer equals the Purchase Option price minus the total of SHIP subsidies:

Purchase Option Price:	\$191,631
Total Subsidy Assumed:	- <u>\$55,000</u>
Sales price for subsequent buyer:	\$136,631 (New Base Price for Formula Price)

The new price should be affordable to the subsequent buyer without additional subsidy.

At the end of the loan term, the value of the Purchase Option Price will be equal to the Formula Price.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”), is made and entered into as of the date of last signature below (“Effective Date”), by and between Leon County, Florida, a charter county and a political subdivision of the State of Florida (the “County”) and the City of Tallahassee, a municipal corporation of the State of Florida (“City”). The County and City may be referenced herein individually as a “Party” or collectively as “Parties”.

WHEREAS, the County and City are dedicated to promoting, maintaining, and providing safe, sanitary, and affordable homes for low to moderate-income citizens of Leon County; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, Sections 420.907 through 420.9079, Florida Statutes, provides for the establishment of local housing assistance programs; and

WHEREAS, the County is a participant of the SHIP and the City is an eligible municipality within the County; and

WHEREAS, the SHIP Act encourages the establishment of partnerships to further affordable housing; and

WHEREAS, the Parties desire to address the housing needs of their respective residents, promote the efficient location, design, and provision of affordable housing in their respective jurisdictions; and

WHEREAS, on February 22, 2022, at their joint workshop on affordable housing, the Parties expressed a mutual commitment to the coordination and collaboration of the development of new affordable housing units in the community; and

WHEREAS, the Parties have determined that it is in the best interests of the citizens of the County and City to enter into this Agreement to express the Parties’ responsibilities for the utilization of a portion of the County’s SHIP Program Funds to address housing needs within the boundaries of the City.

NOW THEREFORE, the Parties agree to the following:

1. Purpose and Objective

- a. The purpose of this Agreement is to establish the administration of County SHIP funded affordable housing efforts inside the limits of the City.

2. Definitions

As used herein, the following terms (whether or not such terms are capitalized) shall have the following meanings:

- a. "Affordable" shall have the meaning ascribed to same at Section 420.9071(2), Florida Statutes, as may be amended from time to time.
- b. "AHAC" shall have the meaning ascribed to the term "Affordable Housing Advisory Committee" at Section 420.9071(3), Florida Statutes, as may be amended from time to time.
- c. "Corporation" means the Florida Housing Finance Corporation.
- d. "Disaster Recovery Program" means a program authorized by section 420.9073(5), Florida Statutes, and Rule 67-37.007(2), Florida Administrative Code, both as may be amended from time to time, which provides various forms of assistance to citizens affected by a disaster, such as relocation assistance, home repairs and rehabilitation.
- e. "Housing Program(s)" means a program(s) that increases the inventory of housing that is affordable to low income-eligible residents for affordable housing such as the County's current programs titled homeownership development and rental development.
- f. "Local Housing Assistance Plan" shall have the meaning ascribed to same at Section 420.9071(15), Florida Statutes, as may be amended from time to time.
- g. "SHIP Program Funds" means the funding provided by the SHIP program administered by the Florida Housing Finance Corporation, including funding for disaster recovery, as established in Chapter 67-37, Florida Administrative Code and the State of Florida annual budget.
- h. "SHIP Program Income" shall have the meaning ascribed to "Program income" at Section 420.9071(26), Florida Statutes, as may be amended from time to time.

3. Responsibilities of the Parties

The responsibilities of the Parties for the coordination and collaboration of Housing Programs will be as follows:

- a. Mutual Responsibilities
 - i. Each respective Party shall be responsible for the administration and implementation of its SHIP Program Funds received from the Corporation for Housing Programs in accordance with the SHIP Act and Chapter 67-37, Florida Administrative Code, including the following:
 1. Each respective Party shall be responsible for all files, monitoring, annual reports, audits, release or satisfaction of liens, and all other requirements under the SHIP Act and Chapter 67-37, Florida Administrative Code.
 2. Each respective Party shall retain the maximum amounts allowable for administrative expenses from all funds related to the SHIP Program Funds, including, but not limited to, SHIP Program Income for each fiscal year.
 3. All SHIP Program Income shall be the property of the originating party as identified in funding agreements with the recipient of SHIP Program Funds.

- ii. The County and City shall mutually agree to the administrative criteria and requirements necessary to implement any portion of the County's Housing Programs utilized inside City limits including, but not limited to, total budget for each Housing Program, the maximum individual award for each Housing Program, eligibility criteria for the Housing Program participants, and advertising requirements for the availability of SHIP Program Funds no later than the start of the fiscal year (October 1).
 - iii. The County AHAC and City AHAC shall hold at least one joint meeting each calendar year for the purpose of identifying opportunities for greater collaboration and coordination of County and City policies and operations focused on increasing the stock of affordable housing in Tallahassee-Leon County.
 - iv. Each Party shall submit an individual Annual Report to the Corporation pursuant to Section 420.9075(10), Florida Statutes, and provide a copy thereof to the other Party.
- b. County Responsibilities
- i. The County may, in its discretion, administer its Housing Programs using SHIP Program Funds within City limits.
 - ii. The County may, in its discretion, administer its Disaster Recovery Program using SHIP Program Funds within City limits and in coordination with the City.
 - iii. The County will ensure that all recipients of funds meet all eligibility requirements established by the SHIP program and administered by the Corporation and as authorized by the Board of County Commissioners in its Local Housing Assistance Plan.
- c. City Responsibilities
- i. The City authorizes the County to administer its Housing Programs and Disaster Recovery Program using SHIP Program Funds within City limits.
 - ii. The City and its AHAC shall have an Affordable Housing Incentive Plan which is established in the third section of its Local Housing Assistance Plan and agree that there shall be coordination, monitoring, and implementation of said Plan with the County and its AHAC.

4. Changes in Responsibilities

- a. Changes in the responsibilities of either Party will be mutually agreed upon by the Parties and will be incorporated by written amendments to this Agreement.

5. Funding and Budgeting

- a. Nothing contained herein shall be deemed or otherwise construed to modify the distribution and allocation of SHIP Program Funds by the Corporation to the Parties, and such SHIP Program Funds shall continue to be allocated by the Corporation to each Party according to population pursuant to Sections 420.9072(4) and 420.9073, Florida Statutes, as may be amended.
- b. Prior to the start of each fiscal year (October 1), the County will determine, in its sole discretion, the County Housing Programs to be administered inside City limits.
- c. Prior to the start of each fiscal year (October 1), the County will determine, in its sole discretion, the amount of SHIP Program Funds to be administered inside City limits. The County is authorized, but not obligated to appropriate such funding, and any funding shall further be subject to the following limitations:
 - i. Funding for projects that support the development of rental units inside City limits shall not exceed 20% of each annual amount of County SHIP Program Funds.
 1. Funding for projects that leverage City SHIP Program Funds shall be prioritized.
 - ii. Funding for projects that support development of units for homeownership inside City limits shall not exceed 30% of each annual amount of County SHIP Program Funds.

6. Required Information

- a. Each Party agrees to provide the other Party with any and all information necessary to meet their respective obligations as identified herein.

7. Term

- a. The term of this Agreement (the "Term") will commence on the Effective Date and will be for a term of four (4) years.
- b. If either Party does not desire to renew this Agreement at the expiration of its Term, notice in writing must be given at least thirty (30) calendar days before expiration by such Party to the other Party informing it that the Agreement is not to be renewed; otherwise the Agreement shall be automatically renewed for another four (4) years. This requirement of 30-day notice will also apply to any subsequent renewals; otherwise, it shall be construed that the Agreement shall be automatically renewed for each subsequent four (4) year term.

8. Termination

- a. Either the City or the County may terminate this Agreement without cause by giving at least thirty (30) calendar days written notice to the other Party.

- b. The City's authorization for the expenditure of County SHIP Program Funds for Housing Program(s) within the City limits shall survive termination of this Agreement for all SHIP Program Funds which have been allocated by the County for such purpose prior to the date of termination.

9. Audits, Records and Records Retention

- a. The Parties agree to establish and maintain its own respective books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds. The Parties further agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records will be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

10. Dispute Resolution

- a. The Parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this section. The provision of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section.
- b. The aggrieved Party shall give written notice to the other Party in writing, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."
- c. Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners.
- d. If a dispute is not resolved by the foregoing step, within forty-five (45) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The Mayor shall represent the City and the Chair shall represent the County. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be

selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

- e. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).
 - i. Such arbitration shall be initiated by delivery, from one Party (the "Petitioner") to the other (the "Respondent"), of a written Arbitration Notice therefore containing a statement of the nature of the dispute involved. The Respondent, within ten (10) days following its receipt of such Arbitration Notice, shall deliver an answering statement to the Petitioner. After the delivery of such statements, either Party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims involved.
 - ii. Within ten (10) days following the delivery of such Arbitration Notice, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator.
 - iii. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 - R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

11. Choice of Law, Venue, and Severability

- a. This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any actions brought in relation to this Agreement shall be placed in a court of competent jurisdiction in Leon County, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.

12. Amendment

- a. This Agreement may be amended in writing from time to time by mutual consent of the Parties. All amendments to this Agreement will be in writing and fully executed by the Parties.

13. Public Bodies.

- a. It is expressly understood between the Parties that the City is a duly incorporated municipal corporation of the State of Florida and that the County is a charter county and a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.

14. Notice

- a. If written notice is required in this Agreement, such notice shall be given in writing and personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission, to the Party to whom such notice is directed, to the mailing address or regularly monitored electronic mail address of such Party representative as follows:

As to the County:

Office of Human Services and Community Partnerships
Housing Services Division
Attention: Housing Division Manager
615 Paul Russell Road
Tallahassee, FL 32301
Via email to: HSCP-HousingServices@leoncountyfl.gov
850-606-1900

As to the City:

Department of Housing and Community Resilience
Housing Division
Attention: Housing Division Manager
300 South Adams Street, B-27
Tallahassee, FL 32301
Via email to: housing@talgov.com
850-891-6566

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Agreement as of the date last written below.

Leon County, Florida

DocuSigned by:
Vincent S. Long
A8432B71C746415...

Vincent S. Long, County Administrator
Date: 8/15/2022

City of Tallahassee, Florida

DocuSigned by:
Christian Doolin for Reese Goad, City M.
E7EE0FF35839411...

Reese Goad, City Manager
Date: 8/11/2022

ATTESTED BY:

DocuSigned by:
Gwendolyn Marshall Knight
178D7F95C3774F4...

Gwendolyn Marshall Knight, Clerk of Court &
Comptroller, Leon County, Florida



DocuSigned by:
Jim Cooke
8BBAA4D93E354D4...

Jim Cooke, Treasurer-Clerk
City of Tallahassee

AS APPROVED TO LEGAL SUFFICIENCY:

Chasity H. O'Steen, County Attorney
Leon County Attorney's Office

Cassandra Jackson, City Attorney
City of Tallahassee's Attorney's Office

DocuSigned by:
Kyle Kemper
D501E6C2DB3940D...
By: _____
Kyle L. Kemper, Assistant County Attorney

DocuSigned by:
Kristen McInrae for
3F03100DAF4B402...
By: _____