SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)


Levy County BOCC approved June 4, 2019
Technical Amendment approved July 2, 2019
Technical Amendments approved June 2, 2020
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<th>Description</th>
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</tr>
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</tr>
<tr>
<td>G. Subordination Agreement</td>
</tr>
</tbody>
</table>
I. Program Details:

A. LG(s)

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

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


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

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

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

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

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

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time applications were submitted as well as any established funding priorities as described in this plan.
The following priorities for funding described/listed here apply to all strategies unless otherwise stated:

1. Special Needs Households
   a. Extremely Low
   b. Very low
   c. Low
   d. Moderate

2. Essential Services Personnel (ESP)
   a. Extremely Low
   b. Very low
   c. Low
   d. Moderate

3. After Special Needs Set-asides and ESP goals are met
   a. Extremely Low
   b. Very Low
   c. Low
   d. Moderate

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, Florida Statutes, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, handicap, or familial status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

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

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

“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual
household’s ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget is attached as Exhibit A. Levy 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:

<table>
<thead>
<tr>
<th>Entity</th>
<th>Duties</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government</td>
<td>All phases of the administration of LHAP</td>
<td>100%</td>
</tr>
<tr>
<td>Third Party Entity/Sub-recipient</td>
<td>N/A</td>
<td>0%</td>
</tr>
</tbody>
</table>

Levy County and its funding sources collect Social Security numbers for the following purposes, which are imperative for the performance of Levy County’s duties and responsibilities as prescribed in Part VII, Chapter 420,
Florida Statutes, and related regulations, and which are authorized under state law: classification of accounts, identification and verification, credit worthiness, billing and payments, data collection, reconciliation, tracking, benefit processing, tax reporting and qualification for grant or loan processing. Collection, use and release of Social Security numbers are governed under Section 119.071(5), Florida Statutes. Social Security numbers serve as a unique numeric identifier and may be used for such purposes.

R. Project Delivery Costs:
In addition to the administrative costs listed above, the County may charge a reasonable project delivery cost to cover inspections performed by non-county employees for rehabilitation projects. This includes but is not limited to lead base paint test. The fee will not exceed 2% of the contracted SHIP award and will be included in the amount of the recorded mortgage and note.

S. Essential Service Personnel Definition:
For purposes of SHIP funding, the County considers the following groups as Essential Services to our County: First Responders, Educators in K-12, Health Care Personnel, Active and Reservist Military, skilled building trades personnel, and National Guard stationed in the County.

T. Describe efforts to Incorporate Green Building and Energy Saving products and processes:
Levy County will, when economically feasible, employ the following Green Building requirements on rehabilitation and emergency repairs:
1. Paint and primers that meet the Green Seal G-11 Environmental Standard.
2. Low flow water fixtures in bathrooms—WaterSense labeled products
3. Eligible energy star appliances.

U. Describe efforts to meet the 20% Special Needs set-aside:
The County will advertise about the availability of funds for this special group as well as maintain continuous dialogue with the various civic groups and organizations that have a direct relationship with individuals falling within this classification.

V. Describe efforts to reduce homelessness:
The County’s efforts to reduce homelessness include but are not limited to:
1. Working with other local partners with rehabilitation of derelict homes throughout the County.
2. Providing the much needed down payment and closing cost individuals now entering the labor force.
3. Having flexible lot sizes as an incentive for developer of affordable housing.
Section II. LHAP Strategies:

<table>
<thead>
<tr>
<th>A. Strategy Name</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Assistance</td>
<td>1, 2</td>
</tr>
</tbody>
</table>

a. Summary:

SHIP funds will be awarded for down payment and closing costs to households to purchase a newly constructed or existing home. A newly constructed home must have received a certificate of occupancy within the twelve months prior to the contract for sale and purchase. Additional funds will be made available for home repairs to assist eligible households with the purchase of existing homes in need of rehabilitation. These funds are to make repairs primarily to provide a safe and sanitary habitation and/or corrections of code violations and as best as possible be based around green housing and energy efficiency.

Prospective homebuyers must qualify as a First-time Homebuyer under the HUD definition: 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 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.


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

d. Maximum award: $30,000

<table>
<thead>
<tr>
<th>INCOME CATEGORY</th>
<th>DOWN PAYMENT / CLOSING COST ASSISTANCE WITH/WITHOUT REHABILITATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extremely Low</td>
<td></td>
</tr>
<tr>
<td>Existing</td>
<td>$30,000</td>
</tr>
<tr>
<td>New Construction</td>
<td>$30,000</td>
</tr>
<tr>
<td>Very Low</td>
<td></td>
</tr>
<tr>
<td>Existing</td>
<td>$30,000</td>
</tr>
<tr>
<td>New Construction</td>
<td>$30,000</td>
</tr>
<tr>
<td>Low</td>
<td></td>
</tr>
<tr>
<td>Existing</td>
<td>$27,000</td>
</tr>
<tr>
<td>New Construction</td>
<td>$27,000</td>
</tr>
</tbody>
</table>
### Moderate

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing</td>
<td>$25,000</td>
</tr>
<tr>
<td>New Construction</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

**e. Terms:**

1. **Repayment loan/deferred loan/grant:**
   Deferred Payment Loan Agreement (DPL Agreement) secured by a recorded subordinate Mortgage and Note.

2. **Interest Rate:** 0% Interest

3. **Years in loan term:** 10 Years

4. **Forgiveness:**
   As long as the recipient continues to own the assisted Property and live in the Property as their primary residence during the term of the Mortgage, then the loan will be forgiven.

   A portion of the deferred payment second mortgage may be forgiven in cases where the loan-to-value ratio exceeds 100% and the Property must be sold due to a catastrophic event (i.e. borrower’s death or divorce, and extended illness of the borrower or an immediate family member who depends primarily on the borrower for support, etc.).

   In the event of the death of borrower (in the case of more than one person constituting borrower, then in the event of the death of all such persons), the Mortgage and the obligations for payment of any sums thereunder or under the Note or the DPL Agreement will be forgiven.

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

6. **Default:**
   Default of the loan occurs, and the entire principal amount of the DPL will be due and payable, if the borrower no longer resides in the home as the principal residence or if any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if borrower is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the First Mortgage on the Property (as defined in the Mortgage) is satisfied or refinanced, or upon failing to meet any condition of the Mortgage securing the Note or the DPL Agreement, or if the Property is leased or rented. Default also occurs, and the entire principal amount of the DPL will be due and payable immediately, if the borrower is found to have given materially false or inaccurate information or statements to the County (or failed to provide the County with any material information) in connection with the DPL or the DPL application. The consequence of a default will be recapture.

   In the event that the borrower is cited for violation of any local building or zoning ordinance or regulation, or other ordinance or code, the County will notify borrower to correct such violation within thirty (30) days. If the borrower does not correct such violation within the time period stated,
the County will notify the borrower by certified mail of its intent to exercise its rights under this paragraph. Upon delivery or attempted delivery of such notice to the borrower, the borrower shall be required to pay the County 1/120th of the principal amount of the DPL each month until said violation(s) are corrected. If the borrower continues to fail to correct such violation(s) within a reasonable amount of time, not to exceed one hundred twenty (120) days, the entire principal amount of the DPL will be due and payable immediately upon the expiration of such one hundred twenty (120) days.

If the borrower fails to perform the covenants and agreements contained in the Note, the Mortgage, or the DPL Agreement, or if any action or proceeding is commenced which materially affects the County’s interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, delinquent taxes, lack of or inadequate insurance, or arrangements or proceedings involving a bankrupt or decedent, then the County, at the County’s option and upon notice to the borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect the County’s interest, including, but not limited to, disbursement of reasonable attorney’s fees and entry upon the Property to make repairs. If the County required mortgage insurance as a condition of making the Mortgage, the borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the borrower’s and County’s written agreement or applicable law. Any amounts disbursed by the County pursuant to this paragraph, with interest thereon at the rate of zero percent (0%) per annum, shall become additional indebtedness of the borrower secured by the Mortgage. Unless the borrower and the County agree to other terms of payment, such amounts shall be payable upon notice from the County to the borrower requesting payment thereof. Nothing contained in the Note, Mortgage, or DPL Agreement shall require the County to incur any expense or take any action.

f. Recipient Selection Criteria:

1. Applicants meeting the following threshold requirements will be served on a first qualified, first served basis. However, should more applications be received than funding allows, names will be placed on a waiting list based on time and date received. Applicants will be ranked for assistance with the priorities for Special Needs, Essential Services Personnel and income groups as described in this plan.

2. Have successfully completed a HUD approved homebuyer’s education class.

3. Be extremely low, very low, low or moderate income under applicable U.S. Department of Housing and Urban Development income guidelines, as dated and distributed annually by the Florida Housing Finance Corporation.

4. Be pre-approved for a first mortgage through a lending institution, as evidenced by a complete lender’s approval form (Exhibit 1 and Exhibit L included in the Lenders’ Pre-Approval Package to the SHIP Application), which allows participant to submit SHIP application.

5. Contribute a minimum of $1,000 towards any prepaid cost.

6. Applicants may reapply for assistance 10 years after the first time receiving SHIP assistance but may only use SHIP funds twice within a lifetime. This excludes any assistance received under the Disaster Repair/Mitigation strategy.

7. Mobile or manufactured homes are ineligible for this strategy.

8. Applicant agrees to maintain homeowner insurance on the Property for the full replacement value of the purchased or rehabilitated unit. Said property insurance shall be maintained during the duration
of the DPL and shall list Levy County, a political subdivision of the State of Florida, as a mortgage holder in the loss-payable provision thereof as its interest may appear.

g. Sponsor Selection Criteria: N/A

h. Additional Information:
   Applicants must secure a first mortgage by an approved lender. Down payment assistance cannot exceed 50% of the cost of the home including closing cost.

   A subordination of a deferred payment second mortgage will only be approved under the guidelines of the Subordination Policy established by the County’s SHIP Program, which is attached to this LHAP as Exhibit G.

<table>
<thead>
<tr>
<th>B. Strategy Name</th>
<th>Code</th>
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<tbody>
<tr>
<td>Owner Occupied Rehabilitation</td>
<td>3</td>
</tr>
</tbody>
</table>

a. Summary:
   SHIP funds will be awarded for rehabilitation defined as repairs or improvements that are needed for safe or sanitary habitation, correction of code violations, and the creation of additional living space to meet HQS standards. Other items may be included on rehabilitation projects if funds are available after completing all required repairs listed above. Should project bids exceed maximum allowance, the scope of the project will be reassessed and narrowed where possible or the project will be rejected.


c. Income Categories to be served: Extremely low, Very low, low and moderate, as set forth in the chart for maximum awards below
d. Maximum award: $30,000

<table>
<thead>
<tr>
<th>INCOME CATEGORY</th>
<th>MAXIMUM REHABILITATION AWARD SITE BUILT HOMES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extremely Low</td>
<td>$30,000</td>
</tr>
<tr>
<td>Very Low</td>
<td>$30,000</td>
</tr>
<tr>
<td>Low</td>
<td>$15,000</td>
</tr>
<tr>
<td>Moderate</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INCOME CATEGORY</th>
<th>MAXIMUM REHABILITATION AWARD MOBILE HOMES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extremely Low</td>
<td>$15,000</td>
</tr>
<tr>
<td>Very Low</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

e. Terms:

1. Repayment loan/deferred loan/grant:
   Deferred Payment Loan (DPL) secured by a recorded Mortgage and Note.

2. Interest Rate: 0 % interest

3. Years in loan term: 10 years

4. Forgiveness:
   As long as the recipient continues to own the assisted Property and live in the Property as their principal residence during the term of the Mortgage, or does not otherwise commit or allow to be committed an event constituting default as set forth below, then the loan will be forgiven.

   A portion of the deferred payment second mortgage may be forgiven in cases where the loan-to-value ratio exceeds 100% and the Property must be sold due to a catastrophic event (i.e. borrower’s death or divorce, and extended illness of the borrower or an immediate family member who depends primarily on the borrower for support, etc.). A repayment from this program shall be considered program income.

   In the event of the death of borrower (in the case of more than one person constituting borrower, then in the event of the death of all such persons), the Mortgage and the obligations for payment of any sums thereunder or under the Note or the DPL Agreement will be forgiven.

5. Repayment:
   None required as long as the loan is in good standing.
6. Default:
Default of the loan occurs, and the entire principal amount of the DPL will be due and payable, if the borrower no longer resides in the home as the principal residence or if any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if borrower is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the First Mortgage on the Property (as defined in the Mortgage) is satisfied or refinanced, or upon failing to meet any condition of the Mortgage securing the Note or the DPL Agreement, or if the Property is leased or rented. Default also occurs, and the entire principal amount of the DPL will be due and payable immediately, if the borrower is found to have given materially false or inaccurate information or statements to the County (or failed to provide the County with any material information) in connection with the DPL or the DPL application. The consequence of a default will be recapture.

In the event that the borrower is cited for violation of any local building or zoning ordinance or regulation, or other ordinance or code, the County will notify borrower to correct such violation within thirty (30) days. If the borrower does not correct such violation within the time period stated, the County will notify the borrower by certified mail of its intent to exercise its rights under this paragraph. Upon delivery or attempted delivery of such notice to the borrower, the borrower shall be required to pay the County 1/120th of the principal amount of the DPL each month until said violation(s) are corrected. If the borrower continues to fail to correct such violation(s) within a reasonable amount of time, not to exceed one hundred twenty (120) days, the entire principal amount of the DPL will be due and payable immediately upon the expiration of such one hundred twenty (120) days.

If the borrower fails to perform the covenants and agreements contained in the Note, the Mortgage, or the DPL Agreement, or if any action or proceeding is commenced which materially affects the County’s interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, delinquent taxes, lack of or inadequate insurance, or arrangements or proceedings involving a bankrupt or decedent, then the County, at the County’s option and upon notice to the borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect the County’s interest, including, but not limited to, disbursement of reasonable attorney’s fees and entry upon the Property to make repairs. If the County required mortgage insurance as a condition of making the Mortgage, the borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the borrower’s and County’s written agreement or applicable law. Any amounts disbursed by the County pursuant to this paragraph, with interest thereon at the rate of zero percent (0%) per annum, shall become additional indebtedness of the borrower secured by the Mortgage. Unless the borrower and the County agree to other terms of payment, such amounts shall be payable upon notice from the County to the borrower requesting payment thereof. Nothing contained in the Note, Mortgage, or DPL Agreement shall require the County to incur any expense or take any action.

f. Recipient Selection Criteria:
1. Applicants meeting the following threshold requirements will be served on a first qualified, first served basis. However, should more applications be received than funding allows, names will be
placed on a waiting list based on time and date received. Applicants will be ranked for assistance with the priorities for Special Needs, Essential Services Personnel and income groups as described in this plan.

2. Applicants must own and occupy the assisted property as a principal residence.
3. Applicants may reapply for assistance 10 years after the first time receiving SHIP assistance but may only use SHIP funds twice within a lifetime. This excludes any assistance received under the Disaster Repair/Mitigation strategy.
4. Mobile or manufactured homes constructed after June 30, 1994 are eligible for this strategy.
5. Applicant shall maintain homeowner insurance on the Property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the duration of the DPL and shall list Levy County, a political subdivision of the State of Florida, as a mortgage holder in the loss-payable provision thereof as its interest may appear.
6. All property taxes/assessments must be current, there may not be any judgments or liens and any first mortgage must be current on said property.
7. Maximum property values shall not exceed maximum purchase price for new or existing single family housing as established by the Housing Delivery Goals chart.

g. Sponsor Selection Criteria: N/A

h. Additional Information:
A subordination of this deferred payment mortgage will only be approved under the guidelines of the Subordination Policy established by the County’s SHIP Program which is attached to this LHAP as Exhibit G.

<table>
<thead>
<tr>
<th>C. Strategy Name</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disaster Assistance</td>
<td>5, 16</td>
</tr>
</tbody>
</table>

a. Summary:
SHIP funds will be awarded to eligible households following a natural or man-made disaster as declared by Executive Order 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 natural or man-made disaster using any funds that have not yet been encumbered or additional disaster funds issued by Florida Housing Finance Corporation. SHIP disaster funds may be used for items such as, but not limited to:

1. Purchase of emergency supplies for eligible households to weatherproof damaged homes;
2. Interim repairs to avoid further damage;
3. Tree and debris removal required to make the individual housing unit habitable;
4. Construction of wells or repair of existing wells where public water is not available;
5. Payment of insurance deductibles for rehabilitation of homes covered under homeowner’s insurance policies;
6. Rental Security deposit;
7. Rental assistance for eligible recipients that have been displaced from their homes due to damage from the declared disaster;
8. Fees for building permits; and
9. Expenses to prevent flooding of homes, such as, sandbags, sand, and pump rental, etc.

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

d. Maximum award: $5000

e. Terms:
   1. Repayment loan/deferred loan/grant: Grant
   2. Interest Rate: N/A
   3. Years in loan term: N/A
   4. Forgiveness: N/A
   5. Repayment: N/A
   6. Default: N/A

f. Recipient Selection Criteria:
   1. Applicants meeting the following threshold requirements will be served on a first qualified, first
      served, however, should more applications be received than funding allows, names will be placed on
      a waiting list based on time and date received. Applicants will be ranked for assistance with the
      priorities for Special Needs, Essential Services Personnel and income groups as described in this plan.
   2. Applicants must own and occupy the assisted property as a principal residence.
   3. Mobile or manufactured homes constructed after June 30, 1994 are eligible for this strategy.
   4. All property taxes/assessments must be current, there may not be any judgments or liens and any
      first mortgage must be current on said property.
   5. Maximum property values shall not exceed maximum purchase price for new or existing single family
      housing as established by the Housing Delivery Goal chart.
   6. If home is uninhabitable or dilapidated and homeowner does not have alternative housing or financial
      resources to alleviate the situation, the homeowner may apply for the Purchase Assistance Program.

g. Sponsor Selection Criteria: N/A

h. Additional Information:
   1. Homeowner must provide proof of homeowner’s insurance
   2. Homeowner must file for and use proceeds from insurance as first option.

<table>
<thead>
<tr>
<th>D.</th>
<th>Strategy Name</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Demolition/Reconstruction</td>
<td>4</td>
</tr>
</tbody>
</table>

a. Summary:
These funds will provide for the demolition of uninhabitable or dilapidated houses or mobile
homes and the construction of a replacement house (site built only). The home must be owner
occupied with a clear title. Assistance will be tailored to the individual affordability and financing
needs of the recipient family. However, each family shall only receive the minimum level of
assistance required to enable the construction of a new home.

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

d. Maximum award: $70,000  

e. Terms:  
   1. Repayment loan/deferred loan/grant:  
      Deferred Payment Loan (DPL) secured by a recorded Mortgage and Note.  

   2. Interest Rate: 0% Interest  

   3. Years in loan term: 10 years  

   4. Forgiveness:  
      As long as the recipient continues to own the assisted Property and live in the Property as their principal residence during the term of the Mortgage, or does not otherwise commit or allow to be committed an event constituting default as set forth below, then the loan will be forgiven.  
      A portion of the deferred payment second mortgage may be forgiven in cases where the loan-to-value ratio exceeds 100% and the Property must be sold due to a catastrophic event (i.e. borrower’s death or divorce, and extended illness of the borrower or an immediate family member who depends primarily on the borrower for support, etc.). A repayment from this program shall be considered program income.  
      In the event of the death of borrower (in the case of more than one person constituting borrower, then in the event of the death of all such persons), the Mortgage and the obligations for payment of any sums thereunder or under the Note or the DPL Agreement will be forgiven.  

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

   6. Default:  
      Default of the loan occurs, and the entire principal amount of the DPL will be due and payable, if the borrower no longer resides in the home as the principal residence or if any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if borrower is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the First Mortgage on the Property (as defined in the Mortgage) is satisfied or refinanced, or upon failing to meet any condition of the Mortgage securing the Note or the DPL Agreement, or if the Property is leased or rented. Default also occurs, and the entire principal amount of the DPL will be due and payable immediately, if the borrower is found to have given materially false or inaccurate information or statements to the County (or failed to provide the County with any material information) in connection with the DPL or the DPL application. The consequence of a default will be recapture.
In the event that the borrower is cited for violation of any local building or zoning ordinance or regulation, or other ordinance or code, the County will notify borrower to correct such violation within thirty (30) days. If the borrower does not correct such violation within the time period stated, the County will notify the borrower by certified mail of its intent to exercise its rights under this paragraph. Upon delivery or attempted delivery of such notice to the borrower, the borrower shall be required to pay the County 1/120th of the principal amount of the DPL each month until said violation(s) are corrected. If the borrower continues to fail to correct such violation(s) within a reasonable amount of time, not to exceed one hundred twenty (120) days, the entire principal amount of the DPL will be due and payable immediately upon the expiration of such one hundred twenty (120) days.

If the borrower fails to perform the covenants and agreements contained in the Note, the Mortgage, or the DPL Agreement, or if any action or proceeding is commenced which materially affects the County’s interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, delinquent taxes, lack of or inadequate insurance, or arrangements or proceedings involving a bankrupt or decedent, then the County, at the County’s option and upon notice to the borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect the County’s interest, including, but not limited to, disbursement of reasonable attorney’s fees and entry upon the Property to make repairs. If the County required mortgage insurance as a condition of making the Mortgage, the borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the borrower’s and County’s written agreement or applicable law. Any amounts disbursed by the County pursuant to this paragraph, with interest thereon at the rate of zero percent (0%) per annum, shall become additional indebtedness of the borrower secured by the Mortgage. Unless the borrower and the County agree to other terms of payment, such amounts shall be payable upon notice from the County to the borrower requesting payment thereof. Nothing contained in the Note, Mortgage, or DPL Agreement shall require the County to incur any expense or take any action.

f. Recipient Selection Criteria:

1. Applicants meeting the following threshold requirements will be served on a first qualified, first served basis. However, should more applications be received than funding allows, names will be placed on a waiting list based on time and date received. Applicants will be ranked for assistance with the priorities for Special Needs, Essential Services Personnel and income groups as described in this plan.

2. Applicants must own and occupy the assisted property as a principal residence.

3. Applicants may only apply for this type of assistance once within a lifetime.

4. Applicant shall maintain homeowner insurance on the Property for the full replacement value of the new unit. Said property insurance shall be maintained during the duration of the DPL and shall list Levy County, a political subdivision of the State of Florida, as a mortgage holder in the loss-payable provision thereof as its interest may appear.

5. All property taxes/assessments must be current, there may not be any judgments or liens and any first mortgage must be current on said property.

6. Maximum property values shall not exceed maximum purchase price for new or existing single family housing as established by the Housing Delivery Goals chart.
g. Sponsor Selection Criteria: N/A

h. Additional Information:
As long as the recipient continues to own the assisted Property and live in the Property as their principal residence during the term of the Mortgage, or does not otherwise commit or allow to be committed an event constituting default as set forth below, then the loan will be forgiven.

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, Florida Statutes:

A. Name of the Strategy: Expedited Permitting
   Permits as defined in s. 163.3177 (6) (f) 3, Florida Statutes, for affordable housing projects are expedited to a greater degree than other projects.

   Levy County provides expedited permitting to affordable single and multifamily, attached or detached residential and planned or mixed developments that include affordable housing. The Development Department Director will shepherd applications through each level of review with affordable housing projects coversheet affixed to the application. For the purpose of expedited permit processes, affordable housing projects are identified as those projects assisted with state or federal housing funds. Applications for affordable projects are forwarded to the SHIP Administration and/or County Coordinator for a determination as to meeting these criteria.

   Currently, Levy County has established policies and procedures which waive fifty percent (50%) of building permit fees for new construction affordable housing projects assisted with SHIP funding, which benefit very low, low and moderate income households. Levy County staff monitors and gives priority to these applications on a first come first serve basis. All home rehabilitation projects or home repairs made with SHIP funds are given a fifty percent (50%) reduction of permit fees or a maximum charge of $50.00, whichever is less.

B. Name of the Strategy: Ongoing Review Process
   An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

   To determine if a locally proposed policy, procedure, ordinance, regulation or plan provision (proposal) increases the cost of housing, a copy of the proposal must be submitted to the SHIP Administrator by the County department processing or making the proposal. This policy allows the SHIP Administrator to provide comments and raise concerns prior to the passage or implementation of the policy, procedure, ordinance, regulation or plan provision by the Board of County Commissioners.
C. Name of the Strategy: **Flexible lots for affordable housing**

As a means of reducing land and infrastructure costs for affordable housing projects, the following shall apply:
1. The minimum lot size is reduced to 3,000 square feet for construction in a single-family residential districts, with a commensurate reduction in lot width to 30 feet and lot depth of 70 feet, provided the property is located within a Municipal Service District and that both central water and sewer is available; and
2. There is no minimum lot size for affordable housing constructed in single-family residential districts.

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. Ordinance: (If changed from the original creating ordinance)

G. Subordination Policy

H. Other Documents Incorporated by Reference (if any)
<table>
<thead>
<tr>
<th>Fiscal Year: 2019-2020</th>
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<tbody>
<tr>
<td>Estimated SHIP Funds for Fiscal Year:</td>
<td>$ 350,000.00</td>
</tr>
<tr>
<td>Salaries and Benefits</td>
<td>$ 35,000.00</td>
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<tr>
<td>Office Supplies and Equipment</td>
<td>-</td>
</tr>
<tr>
<td>Travel Per diem Workshops, etc.</td>
<td>-</td>
</tr>
<tr>
<td>Advertising</td>
<td>-</td>
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<tr>
<td>Other*</td>
<td>-</td>
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<td><strong>Total</strong></td>
<td>$ 35,000.00</td>
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<tr>
<td>Admin %</td>
<td>10.00%</td>
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<table>
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<tr>
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<td>Advertising</td>
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<tr>
<td>Other*</td>
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<tr>
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<tr>
<td><strong>Total</strong></td>
<td>$ 35,000.00</td>
</tr>
<tr>
<td>Admin %</td>
<td>10.00%</td>
</tr>
</tbody>
</table>

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:
Exhibit B
Timeline for SHIP Expenditures

_Levy County_ affirms that funds allocated for these fiscal years will meet the following deadlines:

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

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

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

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

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

*Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email terry.auringer@floridahousing.org when you are ready to “submit” the AR.*

*Other Key Deadlines:*

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

**FLORIDA HOUSING FINANCE CORPORATION**

**2019-2020**

<table>
<thead>
<tr>
<th>Name of Local Government:</th>
<th>Levy County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Funds (Anticipated allocation only):</td>
<td>$150,000</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Strategies</th>
<th>Qualifies for 75% set-aside</th>
<th>VL1 Units</th>
<th>Max. SHIP Award</th>
<th>LI Units</th>
<th>Max. SHIP Award</th>
<th>Mod Units</th>
<th>Max. SHIP Award</th>
<th>New Construction</th>
<th>Without Construction</th>
<th>Total</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,2</td>
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<td>Yes</td>
<td>$30,000</td>
<td>2</td>
<td>$27,000</td>
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<td>$25,000</td>
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<tr>
<td>3</td>
<td>Owner Occupied Rehabilitation</td>
<td>Yes</td>
<td>$30,000</td>
<td>2</td>
<td>$15,000</td>
<td>3</td>
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<td>8</td>
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<tr>
<td>4</td>
<td>Demolition/Reconstruction</td>
<td>Yes</td>
<td>$70,000</td>
<td>1</td>
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<tr>
<td>5</td>
<td>Disaster Repair</td>
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<td>$5,000</td>
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<tr>
<td></td>
<td>Total Homeownership</td>
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<td>5</td>
<td>5</td>
<td>$324,000.00</td>
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<td>$324,000.00</td>
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</tbody>
</table>

**Purchase Price Limits:**
- New: $165,000
- Existing: $165,000

<table>
<thead>
<tr>
<th>Code</th>
<th>Rental</th>
<th>Qualifies for 75% set-aside</th>
<th>VL1 Units</th>
<th>Max. SHIP Award</th>
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**Total Rental: 0**

**Administration Fees:**
- $35,000
- 10%
- OK

**Home Ownership Counseling:**
- $-

**Total All Funds:**
- $359,000
- This total is over the allocation and will require less than the maximum amount be awarded per applicant

## Set-Asides

<p>| Percentage Construction/Rehab (75% requirement) | 92.6% | OK |
| Homeownership % (65% requirement) | 92.6% | OK |
| Rental Restriction (25%) | 0.3% | OK |
| Very-Low Income (30% requirement) | $130,000 | 37.1% | OK |
| Low Income (32% requirement) | $99,000 | 28.3% | OK |
| Moderate Income | $95,000 | 27.1% | OK |</p>
<table>
<thead>
<tr>
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| Purchase Price Limits: | New | $165,000 | Existing | $165,000 |

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| Administration Fees | $35,000 | 10% | OK |
| Home Ownership Counseling | $ | - |

| Total All Funds | $359,000 |

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

<table>
<thead>
<tr>
<th>Set-Asides</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage Construction/Rehab (75% requirement)</td>
</tr>
<tr>
<td>Homeownership % (65% requirement)</td>
</tr>
<tr>
<td>Rental Restriction (25%)</td>
</tr>
<tr>
<td>Very-Low Income (30% requirement)</td>
</tr>
<tr>
<td>Low Income (32% requirement)</td>
</tr>
<tr>
<td>Moderate Income</td>
</tr>
</tbody>
</table>
**FLORIDA HOUSING FINANCE CORPORATION**

**HOUSING DELIVERY GOALS CHART**

**2021-2022**

<table>
<thead>
<tr>
<th>Name of Local Government:</th>
<th>Levy County</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Strategies</th>
<th>Qualifies for 75% set-aside</th>
<th>VLI Units</th>
<th>Max. SHP Award</th>
<th>LI Units</th>
<th>Max. SHP Award</th>
<th>Mod Units</th>
<th>Max. SHP Award</th>
<th>New Construction</th>
<th>Without Construction</th>
<th>Total</th>
<th>Units</th>
</tr>
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<tbody>
<tr>
<td>1,2</td>
<td>Purchase Assistance</td>
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<td>0</td>
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<td>2</td>
<td>$27,000</td>
<td>2</td>
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<td>$0.00</td>
<td>$104,000.00</td>
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<tr>
<td>3</td>
<td>Owner Occupied Rehabilitation</td>
<td>Yes</td>
<td>2</td>
<td>$30,000</td>
<td>3</td>
<td>$15,000</td>
<td>3</td>
<td>$15,000</td>
<td>$150,000.00</td>
<td>$0.00</td>
<td>$150,000.00</td>
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<tr>
<td>4</td>
<td>Demolition/Reconstruction</td>
<td>Yes</td>
<td>1</td>
<td>$70,000</td>
<td>0</td>
<td>$0</td>
<td>0</td>
<td>$0</td>
<td>$70,000.00</td>
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<td>$70,000.00</td>
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<tr>
<td>5</td>
<td>Disaster Repair</td>
<td>Yes</td>
<td>1</td>
<td>$5,000</td>
<td>0</td>
<td>$5,000</td>
<td>0</td>
<td>$5,000</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td></td>
<td>Total Homeownership</td>
<td></td>
<td>3</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>$324,000.00</td>
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**Purchase Price Limits:**

- New $165,000
- Existing $165,000

<table>
<thead>
<tr>
<th>Code</th>
<th>Rental</th>
<th>Qualifies for 75% set-aside</th>
<th>VLI Units</th>
<th>Max. SHP Award</th>
<th>LI Units</th>
<th>Max. SHP Award</th>
<th>Mod Units</th>
<th>Max. SHP Award</th>
<th>New Construction</th>
<th>Without Construction</th>
<th>Total</th>
<th>Units</th>
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</table>

**Total Rental**

- 0

<table>
<thead>
<tr>
<th>Description</th>
<th>Code</th>
<th>Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Fees</td>
<td>$35,000</td>
<td></td>
</tr>
<tr>
<td>Home Ownership Counseling</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

**Total All Funds**

- $359,000

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

### Set-Asides

<table>
<thead>
<tr>
<th>Set-Aside</th>
<th>Percentage Construction/Rehab (75% requirement)</th>
<th>Homeownership % (65% requirement)</th>
<th>Rental Restriction (25%)</th>
<th>Very-Low Income (30% requirement)</th>
<th>Low Income (33% requirement)</th>
<th>Moderate Income</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>92.6%</td>
<td>92.6%</td>
<td>0.3%</td>
<td>$130,000</td>
<td>$99,000</td>
<td>$95,000</td>
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</tbody>
</table>
CERTIFICATION TO

FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: _Levy County, a political subdivision of the State of Florida_

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government / interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local government's audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink to the document shall be provided to Florida Housing by June 30 of the applicable year.
(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e) FS. 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).

BOARD OF COUNTY COMMISSIONERS
LEYV COUNTY, FLORIDA

John Meeks, Chairman

ATTEST: CLERK OF THE CIRCUIT COURT
AND EX-OFFICIO CLERK TO THE BOARD

Danny J. Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown, County Attorney
RESOLUTION
2019-043


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

WHEREAS, Sections 420.907 through 420.9079, Florida Statutes, the State Housing Initiatives Partnership (“SHIP”) Act, and Chapter 67-37, Florida Administrative Code, require local governments to develop a one- to three-year Local Housing Assistance Plan outlining how the funds from the Act will be used; and

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

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; the methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and
WHEREAS, as required by Section 420.9075, Florida Statutes, 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(17), Florida Statutes, and which definition Levy County meets, 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 Levy County SHIP Department has prepared a three-year Local Housing Plan for submission to the Florida Housing Finance Corporation; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, LEVY COUNTY, FLORIDA:

Section 1. The Board of County Commissioners of Levy County ("Board") hereby approves the Local Housing Assistance Plan, for fiscal years 2019/2020, 2020/2021, and 2021/2022 as attached hereto and incorporated herein.

Section 2. The Chair of the Board 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 oversee implementation of the term and conditions of the County's SHIP program.

Section 3. This Resolution shall take effect as of the date of adoption by the Board.

DULY PASSED AND ADOPTED this the 4th day of June, 2019.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

[Signature]
John Meeks, Chairman
ATTEST:  Clerk of the Circuit Court
And Ex Officio Clerk to the Board

Danny J. Shipp

APPROVED AS TO FORM:

Anne Bast Brown
Anne Bast Brown, County Attorney
RESOLUTION
2019-051

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, AMENDING THE LEVY COUNTY STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) LOCAL HOUSING ASSISTANCE PLAN COVERING STATE FISCAL YEARS 2019-2020, 2020-2021, AND 2021-2022, PREVIOUSLY ADOPTED BY RESOLUTION 2019-043; ADOPTING A TECHNICAL AMENDMENT TO SUCH PLAN IN ORDER TO EXPAND DEFINITION OF ESSENTIAL SERVICE PERSONNEL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 4, 2019, the Board of County Commissioners Levy County ("the Board") adopted Resolution 2019-043, which adopted the County’s Local Housing Assistance Plan for fiscal years 2019-2020, 2020-2021 and 2021-2022; and

WHEREAS, the Florida Housing Finance Corporation has suggested and requested a technical amendment to the County’s Local Housing Assistance Plan for fiscal years 2019-2020, 2020-2021 and 2021-2022, in order to expand the definition of Essential Service Personnel to include skilled building trades personnel; and

WHEREAS, the Board finds it is in the best interests of the County, and desires to adopt the technical amendments to the County’s Local Housing Assistance Plan for fiscal years 2019-2020, 2020-2021 and 2021-2022, in order to expand the definition of Essential Service Personnel to include skilled building trades personnel, as suggested and requested by the Florida Housing Finance Corporation;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, LEVY COUNTY, FLORIDA:

Section 1. The Levy County Local Housing Assistance Plan for fiscal years 2019-2020, 2020-2021, and 2021-2022 adopted by Resolution 2019-043 ("prior LHAP") is hereby amended to include the amendments shown on the attached Title Page and Section I.S, excerpted from the prior LHAP, such Section I.S. being entitled LHAP Program Details, Essential Service Personnel Definition (in the attached Title Page and Section I.S., additions shown as underlined; deletions shown as stricken through). All other provisions of the prior LHAP and its exhibits, other than the attached Title Page and Section I.S., shall continue in full force and effect.
Section 2. This Resolution and the attached Local Housing Assistance Plan amendment will be forwarded to the Florida Housing Finance Corporation upon adoption.

Section 3. This Resolution shall take effect as of the date of adoption by the Board of County Commissioners.

DULY PASSED AND ADOPTED this 2nd day of July, 2019.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

[Signature]
John Meeks, Chairman

ATTEST: Clerk of the Circuit Court
And Ex Officio Clerk to the Board
Of County Commissioners

[Signature]
Danny J. Shipp

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]
Anne Bast Brown, County Attorney
RESOLUTION
2020-063

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, AMENDING THE LEVY COUNTY STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) LOCAL HOUSING ASSISTANCE PLAN COVERING STATE FISCAL YEARS 2019-2020, 2020-2021, AND 2021-2022, PREVIOUSLY ADOPTED BY RESOLUTION 2019-043, AND AMENDED BY RESOLUTION 2019-051; ADOPTING TECHNICAL AMENDMENTS TO SUCH PLAN IN ORDER TO EXPAND THE CIRCUMSTANCES FOR PROVIDING DISASTER ASSISTANCE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 4, 2019, the Board of County Commissioners Levy County ("the Board") adopted Resolution 2019-043, which adopted the County’s Local Housing Assistance Plan for fiscal years 2019-2020, 2020-2021 and 2021-2022; and

WHEREAS, on July 2, 2019, the Board adopted Resolution 2019-051 incorporating a technical amendment to the County’s Local Housing Assistance Plan for fiscal years 2019-2020, 2020-2021 and 2021-2022, in order to expand the definition of Essential Service Personnel to include skilled building trades personnel; and

WHEREAS, the Board desires to further amend the County’s Local Housing Assistance Plan for fiscal years 2019-2020, 2020-2021 and 2021-2022, incorporating technical amendments to such Local Housing Assistance Plan provided by the Florida Housing Finance Corporation in order to expand the circumstances for providing funding assistance as the result of a disaster;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, LEVY COUNTY, FLORIDA:

Section 1. The Levy County Local Housing Assistance Plan for fiscal years 2019-2020, 2020-2021, and 2021-2022 adopted by Resolution 2019-043 and amended by Resolution 2019-051 ("prior LHAP") is hereby amended to include the amendments shown on the attached in Section II.C.a, entitled LHAP/Housing Strategies, Disaster Repair, Summary (in such Section II.C.a. additions shown as underlined, deletions shown as crossed through). All other provisions of the prior LHAP and its exhibits, other than the attached Section II.C.a., shall continue in full force and affect.
Section 2. This Resolution and the attached Local Housing Assistance Plan amendment will be forwarded to the Florida Housing Finance Corporation upon adoption.

Section 3. This Resolution shall take effect as of the date of adoption by the Board of County Commissioners.

Duly passed and adopted this 2nd day of June, 2020.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

[Signature]
Matt Brooks, Chairman

ATTEST: Clerk of the Circuit Court
And Ex Officio Clerk to the Board
Of County Commissioners

[Signature]
Danny J. Shipp

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]
Anne Bast Brown, County Attorney
C. Strategy Name
Disaster Repair Assistance

Code 5/16

a. Summary:
SHIP funds will be awarded to eligible households following a natural or man-made disaster as declared by Executive Order 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 natural or man-made disaster using any funds that have not yet been encumbered or additional disaster funds issued by Florida Housing Finance Corporation. SHIP disaster funds may be used for items such as, but not limited to:

1. Purchase of emergency supplies for eligible households to weatherproof damaged homes;
2. Interim repairs to avoid further damage;
3. Tree and debris removal required to make the individual housing unit habitable;
4. Construction of wells or repair of existing wells where public water is not available;
5. Payment of insurance deductibles for rehabilitation of homes covered under homeowner’s insurance policies;
6. Rental Security deposit;
7. Rental assistance for eligible recipients that have been displaced from their homes due to damage from the declared disaster;
8. Fees for building permits; and
9. Expenses to prevent flooding of homes, such as, sandbags, sand, and pump rental, etc.

The Disaster Assistance strategy provides funds to households following a disaster or emergency declared by the President of the United States or Governor of the State of Florida. SHIP disaster funds may be used for items such as, but not limited to:

(a) purchase of emergency supplies for eligible households to weatherproof damaged homes;
(b) interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;
(c) construction of wells or repair of existing wells where public water is not available;
(d) payment of insurance deductibles for rehabilitation of homes covered under homeowners’ insurance policies;
(e) security deposit for eligible recipients that have been displaced from their homes due to disaster;
(f) rental and utility assistance for eligible applicants;
(g) mortgage and utility payment assistance for eligible applicants;
(h) Strategies included in the approved LHAP that benefit applicants directly affected under the Executive Order;
(i) other eligible activities as proposed to and approved by Florida Housing.
Subordination Policy

for

Levy County SHIP Program

Pursuant to the requirements of the Levy County Housing Assistance Plan (LHAP), Levy County may provide a Deferred Payment Loan secured by a mortgage (Second Mortgage) for a qualified applicant for assistance who is either purchasing an existing or newly constructed home through the Purchase Assistance Strategy in the LHAP, receiving repairs to an existing owner occupied home through the Rehabilitation Strategy in the LHAP, or receiving repairs or improvements to an existing home following a disaster through the Disaster Mitigation Strategy in the LHAP.

1. It is the policy of the County not to subordinate unless a subordination request meets all the requirements for granting of a subordination request contained herein. The Board of County Commissioners has the sole authority to grant or deny a subordination request. An applicant’s request for subordination must be in writing and provided to the County SHIP Department and must contain all of the following documentation and information:

   • Proof of licensure to do business in the State of Florida from financial institution being proposed as the priority mortgagee for the new loan;
   • Authorization for Release of Information form signed by homeowner (signature(s) must be verified);
   • Reason for subordination request;
   • Documentation supporting the validity of the reason for the subordination request;
   • Information on the original first mortgage loan (prior to the refinancing with the new loan) including original loan amount, number of years for repayment, interest rate, and current monthly mortgage payment;
   • Current appraised value of subject property;
   • A lender’s good faith estimate of closing/settlement costs related to the new loan being proposed as the priority mortgage;
   • Complete terms and conditions of the new loan being proposed as the priority mortgage;
   • Whether the taxes and insurance payments are included in the new loan or whether homeowner will be responsible for them;
   • Whether or not any of the homeowner’s equity from the new loan will be used to pay bills or to consolidate debts, with names of payees of any debts proposed to be paid from such equity;
   • Proposed subordination agreement; and
   • Any additional information that may be required or requested by County.

2. Requests for subordination will be reviewed by the County SHIP Department prior to final determination by the Board of County Commissioners. A request will not be forwarded to the Board of County Commissioners unless it is based on one of the following:

   • Emergency needs arising out of natural or man-made disasters;
   • Emergency repairs that eliminate a threat to the health or safety of the occupants or that eliminate an immediate or imminent danger to the dwelling itself;
   • Refinancing to lower the interest rate on the applicant’s existing first mortgage if the closing costs and/or fees can be recovered within 4 years; or
   • Unforeseen emergency for which one cannot ordinarily budget and which results in severe financial hardship for the applicant, including but not limited to, serious illness or injury to the applicant or a dependent which creates severe financial hardship, or major personal property losses requiring funds over and above what may be covered by insurance.
3. A request for subordination will not be forwarded to the Board of County Commissioners for consideration or granted under any of the following conditions:

- The loan to value ratio exceeds 100%;
- The housing debt to income ratio exceeds 33%;
- The total debt to income ratio exceeds 40%;
- The new loan is other than a fixed rate loan;
- The new loan that is proposed to be the priority mortgage will result in a cash amount to the applicant at closing;
- The purpose of the request includes payment of credit card debt or other loans, payment of school tuition, funding the purchase of a car or other vehicle, payment for minor emergencies that do not result in extreme financial hardship, including but not limited to car repair, minor home repair, appliance replacement, or routine home maintenance; or
- The mortgage lender and applicant fail to provide all required documentation.

4. In the event a subordination request is forwarded to the Board of County Commissioners for consideration, the request may not be placed on a Board of County Commissioners agenda for up to four (4) weeks after all of the following have occurred: submittal of all required documentation and information; completion of the County SHIP Department’s review of such documentation and information; approval of the form and terms of the proposed subordination agreement by the county attorney. If the Board of County Commissioners grants the request for subordination and approves the final subordination agreement, the subordination agreement will be returned to the applicant for recording in the Official Records of Levy County, Florida. The applicant will provide a copy of the recorded subordination agreement to the County SHIP Department.