

## Hallandale Beach Community Redevelopment Agency

Neighborhood Improvement Program Policy

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### Introduction

The mission of the Hallandale Beach Community Redevelopment Agency (CRA) is to foster and directly assist in the redevelopment of the Community Redevelopment Area in order to eliminate slum and blight, thus improving the attractiveness and quality of life of the area and the City of Hallandale Beach as a whole. The CRA's Implementation Plan, which is available to the public on the CRA's website, provides the framework for projects and activities intended to accomplish this mission, and offers objectives for redevelopment of the area that is also consistent with the citizens' visions as expressed through various neighborhood and area planning initiatives. The policies used to accomplish these goals are targeted at businesses and residents respectively.

### **Definitions**

<u>Administrative Fees:</u> Fees charged to NIP applicants to cover the HBCRA incurred costs to administer the NIP and Hurricane Rebate Program; such fees include but are not limited to an application fee, re-inspection fee and subordination fee.

<u>Affordable Housing:</u> A situation where the cost of monthly rents or monthly mortgage payments including taxes, insurance, and utilities do not exceed 38% of a household's adjusted gross monthly income. This is based on the median average income for the household size and primarily applies to very low, low, and moderate income households.

<u>Assets</u>: Cash or items of value that can be converted to cash and used as collateral to secure financing.

<u>Assumption of Mortgage</u>: When a buyer purchases a home and agrees to take over the existing mortgage debt on the house from the seller.

<u>Community Redevelopment Agency:</u> The Community Redevelopment Act of 1969, codified as Part III of Ch. 163, F.S., was enacted to enable counties and municipalities to eliminate and prevent the development or spread of slums and urban blight, to encourage needed community rehabilitation and to provide for the redevelopment of slums and blighted areas.

<u>Cooperative:</u> – the form of ownership of real property wherein legal title is vested in a corporation or other entity and the beneficial use is evidenced by an ownership interest in the association and a lease or other monument of title or possession granted by the association as the owner of all the cooperative property.

<u>Debt to Income Ratio</u>: The percentage of a person or household's monthly gross income that goes toward paying debts.

<u>Default</u>: When a borrower is unable to fulfill the obligations of his/her loan agreement.

<u>First Right-of-Buyback:</u> The right to have the first opportunity to purchase the property from a buyer when the buyer decides to sell or convey the property. The HBCRA, at its option, may purchase the property at the Market Value (as appraised) minus the principal assistance amount and any applicable deductions.

<u>Grant:</u> For the purpose of this Policy is that portion of the loan or the financial assistance which is forgiven and not required to be paid back to the HBCRA.

<u>Hallandale Beach Community Redevelopment Agency (HBCRA):</u> The Community Redevelopment Agency of Hallandale Beach.

<u>Homestead:</u> in Florida, an individual's primary residence.

Loan Agreement: A contract which regulates the terms of a loan.

<u>Market Value:</u> The amount that a buyer agrees to pay a seller, determined by the appraised value of the property.

<u>Mortgage and Promissory Note:</u> A legal document that states that a borrower obtaining a loan is obligated to repay it within the specified time period and provides a security interest in the form of a lien in favor of the lender against the home if the borrower fails to fulfill the terms.

Principal: The currently unpaid balance of a loan, not including interest (if applicable).

<u>Proceeds of Sale:</u> The difference between the purchase price of a property at the time the property was conveyed to the buyer and the sale price of the property at a subsequent time when the buyer intends to sell or convey the property.

<u>Rehabilitation</u>: the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient, contemporary use while preserving those portions which are significant to its historic, architectural and cultural values.

<u>Restrictive Covenant</u>: A provision and/or contract restricting or limiting the use or sale of the property in some manner.

Satisfaction of Mortgage: A document acknowledging the payment of a mortgage debt.

<u>Special Focus Area:</u> An area that is targeted for improvement due to circumstances, uniqueness or other reasons deemed worthy by the HBCRA to further community development goals and objectives.

<u>Subordination:</u> A loan (or security) that ranks below other loans (or securities) with regard to claims on assets or earnings. HBCRA will only subordinate to 2<sup>nd</sup> lien position. HBCRA will not subordinate in the case of a cash out transaction.

<u>Sweat Equity</u>: increased value from a property due to the owner performing the labor when renovating or improving that property.

<u>Transfer:</u> Any change in ownership which is different from the name (s) on the original mortgage and promissory note.

#### NEIGHBORHOOD IMPROVEMENT PROGRAM (NIP)

#### **Program Overview**

One goals of the Neighborhood Improvement Program (NIP) is to provide financial assistance for exterior residential facade improvements in the redevelopment district for the purpose of improving property conditions and value and aiding in the elimination of slum and blight. An additional goal is to foster sustainable practices that all HBCRA funded improvements increase the energy efficiency of the units. Moreover, it is the intent of this program to encourage neighborhood beautification and enhanced curb appeal in all areas of the redevelopment district. A property can only be assisted a maximum of two times per owner, providing that no other HBCRA loans or City liens exit on the property.

**Special Focus Areas** – The HBCRA may, at its sole discretion and at any time during the NIP fiscal year, designate one or more special Focus Area to target for funding assistance for largescale neighborhood improvement (such as streetscapes, curb appeal, Florida friendly landscaping, etc.). A Special Focus Area may be targeted for improvement due to circumstances, uniqueness or other reasons deemed worthy by the HBCRA to further community development goals and objectives. The Executive Director can designate funding up to \$150,000 for a special focus area. Additional funding in excess of the designated amount will require HBCRA Board of Directors' approval. Funding for a special focus area is dependent on availability and designated area is determined by HBCRA staff.

#### Eligibility Requirements for Owner Occupied dwellings

- The property must be located within the HBCRA district.
- Must be an owner occupied (homesteaded) single family home or duplex.
- If property is financed, mortgage must be current or have a mortgage payment plan in place
- Applicant cannot be in bankruptcy (If applicant filed bankruptcy and received a discharge, the three-year waiting period to apply will be waived).
- Property cannot be in foreclosure or pending foreclosure proceeding at the time application is submitted.
- Homesteaded property with a City of Hallandale Beach lien will be accepted, however applicant will be required to work with City regarding a resolution.
- Applicants must be citizens or permanent legal residents of the United States in order to qualify.
- All property taxes, homeowner's insurance and utilities must be current in order to apply and must remain current while receiving assistance.
- A minimum credit score may be required to determine eligibility.
- Participants must show proof of income and meet the gross household income requirements, based on Broward County Median Income (chart attached).
- Household size will be determined by the number of people an applicant declares and is able to provide documents that substantiate that claim.
- Documents to determine proof of residency may include but is not limited to:
  - a) Tax returns indicating dependents
  - b) School registration
- Any and all projects involving work that has already commenced prior to the execution of a loan with the HBCRA will not be funded.

- The work must be done by a licensed contractor. Homeowner cannot pull an owner/builder permit. The HBCRA will not finance any improvements in which the applicant does the work, also known as sweat equity.
- Properties with multiple mortgages or reverse mortgages are not eligible to participate.
- Trailer Parks and cooperative units are not eligible for the NIP program.

#### Eligibility Requirements for Non-Owner-Occupied dwellings

- All of the above applies with the following exceptions:
  - a. Don't need to be homesteaded
  - b. Will not qualify for any loan forgiveness
  - c. Applicant is required to plant a tree as part of participation in the program. The tree will be provided by the HBCRA.

## Applicant (owner & non-owner occupied property) is required to plant a tree as part of participation in the program. The tree will be provided by the HBCRA.

#### **Eligible Uses**

HBCRA funding assistance can be used for the following improvements:

- Repair or replacement of roof.
- Impact windows and doors.
- Walkway and driveway, including swale.
- Repair or cleaning of exterior masonry or stucco.
- Pressure cleaning
- Painting
- Landscaping.
- Fencing
- Energy efficient air conditioning, water heater
- Termite removal
- Seawall repair or replacement.
- Other exterior improvements not listed above may be considered on a case-by-case basis.

While this program is designed to perform exterior improvements, emergency interior repairs can also be included if they mitigate life safety issues including: Removal of asbestos, mold, home barriers to the disabled and/or elderly or other life safety issues as determined by the Building or Code Compliance Official.

Costs may include other work necessary to complete the project, including: Architectural, landscape architectural or engineering fees for the preparation of construction drawings, construction supervision, permits and inspection fees.

#### **Terms**

Owner Occupied Properties: Under the Neighborhood Improvement Program, the HBCRA can provide a zero-interest loan of up to \$50,000 for homesteaded residential properties.

Non-Owner Occupied Properties: The HBCRA will provide a 1% to 3% interest loan for non-owner occupied dwellings (single family home or duplex) of up to \$50,000. A loan of up to \$75,000 is available for multi-family properties (3 to 6 units) at 1% to 3% interest. See loan repayment below in Loan Terms.

The loan amount will not be more than 50% of the property appraiser's assessed value of the property. Applicants with home repairs exceeding 50% of the property appraiser's assessed value could be a candidate for the Replacement Home Program.

All improvements must be completed by a licensed contractor and must be completed within 120 days of loan execution.

Payments are made directly to contractor on behalf of the applicant. Applicants cannot be reimbursed for payments made directly to their contractors.

#### Loan Forgiveness & Repayment

Loan forgiveness and repayment is based on household income as set forth in the current Broward County Median Income (BMI) guidelines. Applicants meeting the income requirements will receive a tiered forgiveness as follows:

- Applicants with multi-unit dwelling (3 or more) will repay a 100% of the loan (interest rate to be determined).
- Applicants with income above the 120% BMI will repay 100% of the loan (income not to exceed 140% BMI).
- Applicants with income above 80% BMI but less than 120% will repay 60% of the loan.
- Applicants with income above 50% BMI but less than 80% will repay 40% of the loan.
- Applicants with income at 50% BMI or below could be eligible for 100% forgiveness loan. The loan becomes forgivable at a rate of 25% per year for four years. If the property is sold or transferred within that time, the loan must be repaid with the following terms:

Timeframe	% of initial loan	Annual Interest Rate
< 3 years	100%	6%
< 4 years	50%	N/A
< 4+ years	N/A	N/A

Applicant with partial loan forgiveness will lose the forgiveness if the property is sold or conveyed prior to the maturity date and will have to repay 100% of the loan along with a 6% interest rate if sold or conveyed within the first three years.

#### Loan Default- Applicant will incur penalty (if any of the below occurs)

- a. If payments are not made for a three-month period, the full loan amount granted by the HBCRA, plus penalties are due. Foreclosure may be pursued legally.
- b. Failure to maintain current loan payments, payments for HBCRA services, current property taxes and insurance and/or properly maintaining the completed improvements may result in a request for accelerated payment in full.
- c. If property is transferred within three years of loan closing, the full amount loaned plus an accelerated six (6) % interest must be paid to the HBCRA.
- d. See above chart if property is transferred during the fourth and fifth year, prior to maturity.
- e. If property incurs a City code lien within four years of the loan.
- f. Penalty may be waived if applicant must sell prior to maturity date due to financial hardship.

#### **Home Equity Loan**

Homeowners with a NIP loan will be able to apply for an equity line of credit if there's no first mortgage on the property.

#### **Subordination**

HBCRA will subordinate its loan for rate and term changes but not for cash out or credit cards consolidation.

#### Satisfaction

After the expiration of the four-year period, if the loan is not in default, the HBCRA will record a satisfaction of mortgage. Home/property owners are responsible for all lien release fees.

#### **Fees**

There is no application fee.

Required Documents	Rec	uired	Docume	ents
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Appli <u>cat</u> io	n packets must include "copies" of all the following documentation:
	Property Deed
	Most recent Property Tax Bill from Broward County
	Homeowner Insurance, Windstorm Insurance (Waived, if home is paid off and need the improvements in order to get insurance coverage)
	Flood Insurance (if in designated flood zone)
	Most recent mortgage statement showing current balance (if applicable) or mortgage satisfaction
	Complete tax returns with corresponding W-2's (for the last 2 years). IRS transcript may be required.
	Current pay stubs (for the last 3 months), or un-employment letter
	Completed employment verification form
	Full Credit Report (no older than 90 days)
一	Recent bank statements for all accounts (checking, savings, etc.) for the last 3 months)
	Statements for Social Security, Pension Distribution, or Disability (if applicable)
	Contractor estimated price proposals for all work to be completed (at least 2 for each improvement)
	SNAP Assistance (if applicable)
	Florida driver's license or Florida ID card

Please complete all pages of the application. If it is not applicable, please enter N/A

**NOTE:** Applications should be submitted in person at the HBCRA office. Once received, the application will be reviewed within 8 working days to determine eligibility. Written notification will be sent to the applicant within the 30 days. The HBCRA will not accept incomplete applications.

Submission of application is not a guarantee of funding. It is the responsibility of the applicant to READ AND UNDERSTAND all aspects of the program's rules/requirements and application. The deadline to apply for the program, for this fiscal year, is June 30, 2023. HBCRA will receive new applications starting October 2, 2023.

NOTICE TO THIRD PARTIES: The HBCRA program application does not create any rights for any parties, including parties that performed work on the project. Nor shall issuance of grant/loan result in any obligation on the part of the HBCRA to any third party. The HBCRA is not required to verify that entities that have contracted with the applicant have been paid in full, or that such entities have paid any subcontractors in full. Applicant's warranty that all bills related to the project for which the applicant is directly responsible is sufficient assurance for the HBCRA to award grant/loan funding.

Internet Hallandale Ha	ppenings Comcast Other	Forum
Neighborho	od Improvement Progra	am Application (NIP)
	Federal Highway, Hallandale 457-1422   (954)-457-1303 v	•
Applicant:		
Name:		
Property Address:		Hallandale Beach, FL 33009
Mailing Address:		
City:	State: Zip:	Telephone:
Email Address:		
Monthly Mortgage \$	Living at this address since:	Date of birth:
Social Security Number:	□ Male □ Female	Household Size:
	Separated Unmarried (single t must be listed below):	, divorced, widow)
Employer #1 (All employmen		, , , , , , , , , , , , , , , , , , ,
Employer #1 (All employmen Employer:	t must be listed below):	Telephone:
Employer #1 (All employmen Employer: Contact Person for Income Ver	t must be listed below):  ification:	Telephone: Telephone:
Employer #1 (All employmen Employer:  Contact Person for Income Ver Address:	t must be listed below):	Telephone: Telephone:
Employer #1 (All employmen  Employer:  Contact Person for Income Ver  Address:  Position:	t must be listed below): ification:	Telephone: Telephone: nployed since:
Employer #1 (All employmen  Employer:  Contact Person for Income Ver  Address:  Position:  Monthly income:	t must be listed below):  ification:En	Telephone: Telephone: ployed since: Overtime:
Employer #1 (All employmen  Employer:  Contact Person for Income Ver  Address:  Position:  Monthly income:	t must be listed below):  ification:En	Telephone: Telephone: ployed since: Overtime:
Employer #1 (All employmen  Employer:  Contact Person for Income Ver  Address:  Position:  Monthly income:  Alimony/Child support:  Employer #2 (If applicable):	t must be listed below):  ification:En	Telephone: Telephone: nployed since: Overtime: Other (explain):
Employer #1 (All employmen  Employer:  Contact Person for Income Ver  Address:  Position:  Monthly income:  Alimony/Child support:  Employer #2 (If applicable):  Employer:	t must be listed below):  ification: En Bonus:SS/Disability/Pension	Telephone:Telephone:  nployed since: Overtime: Other (explain): Telephone:
Employer #1 (All employmen  Employer:  Contact Person for Income Ver  Address:  Position:  Monthly income:  Alimony/Child support:  Employer #2 (If applicable):  Employer:  Contact Person for Income Ver	t must be listed below):  ification:EnBonus:SS/Disability/Pension	Telephone:Telephone: Overtime: Other (explain): Telephone: Telephone:
Employer #1 (All employmen  Employer:  Contact Person for Income Ver  Address:  Position:  Monthly income:  Alimony/Child support:  Employer #2 (If applicable):  Employer:  Contact Person for Income Ver  Address:	t must be listed below):  ification:EnBonus: SS/Disability/Pension  ification:	Telephone: Telephone: nployed since: Overtime: Other (explain): Telephone: Telephone:

## **Co-Applicant** Address: City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_ Telephone: \_\_\_\_\_ Monthly Mortgage \$ \_\_\_\_\_ Living at this address since: \_\_\_\_\_ Date of birth: \_\_\_\_\_ Social Security No.: \_\_\_\_ - \_\_\_ Male Female Email Address: \_\_\_\_\_ Marital status: \_\_\_\_ Married \_\_\_\_ Separated \_\_\_\_ Unmarried (single, divorced, widow) Employer #1 (All employment must be listed below) Employer: \_\_\_\_\_\_Telephone: \_\_\_\_\_ Contact Person for Income Verification: Telephone: Address: Employed since: Gross Monthly income: \_\_\_\_\_ Bonus: \_\_\_\_\_ Overtime: \_\_\_\_\_ Alimony/Child support: \_\_\_\_\_ SS/Disability/Pension\_\_\_\_\_ Other (explain): \_\_\_\_\_ **Employer #2 (If applicable)** Employer: \_\_\_\_\_\_Telephone: \_\_\_\_\_ Contact Person for Income Verification: Telephone: Employed since: Gross Monthly income: \_\_\_\_\_\_ Bonus: \_\_\_\_\_ Overtime: \_\_\_\_\_ Alimony/Child support: \_\_\_\_\_ SS/Disability/Pension\_\_\_\_ Other (explain): \_\_\_\_\_ CO-APPLICANT'S TOTAL MONTHLY INCOME: \$\_\_\_\_\_ TOTAL HOUSEHOLD GROSS MONTHLY INCOME \$

10 INITIAL [ ]

Name	Name		Relationship		Gross Annual Income
TS (For Applicant,	Co-Applicant and	d Other)			
,		,	cates of Denosit	etc Ilse add	itional pages if needed.
2000unto. Oncomin	g, oavings, re-		LANCES		nional pages il riceaea.
Type of account	Bank/Institut			Other	TOTAL
			+		
Checking			_		
Savings					
Retirement					
Stocks					
Bonds					
Mutual Funds					
Other					
Vehicles, Boats					
LIABILITIES Installment (Bank) le	oans, Auto Ioans		udent loans, Hospi		her debt. Include child sup
and alimony payme  Bank or C		es & cable should Applicant	Co-Applicant	Monthly	nder proper person.  Balance Due
				Payment	
		1		1	-1
DEBTS:				\$	\$

# HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY 400 S. Federal Highway, Hallandale Beach, FL 33009 REQUEST FOR VERIFICATION OF INCOME

Name:	NE Telephone:
Address:	
B. EMPLOYER'S NAME, ADDRESS & PHON	 NE #
	Telephone:
Address:	
The applicant identified in Section A. has applied for Program. The applicant has authorized the HBCRA	CE TO EMPLOYER  or Hallandale Beach CRA's Neighborhood Improvement  A in writing to obtain verification of employment income and is  sted below and return this form via regular mail to the above
	ER'S VERIFICATION
1. Position Held:	
2. Dates of employment: From 3. Probability of Continued Employment	To
ate of Pay (Estimated, if not actual).  Present Base Salary \$ Bi-Wee  (List number of hours work per  Additional Compensation Received  \$ Overtime \$  nticipated earnings for next 12 months  If applicant is Military, given income on a magnetic state of the same	week) Commission \$ Bonus nonthly basis as follows:
\$ Base Pay \$ \$ Duty Allowance \$	Flight or Hazard
\$ Duty Allowance \$	Other Assistance
as employment been terminated?Yes employment benefits?(yes/no)]	No [if yes, is the individual eligible for
EMPLOYER'S CERTIFICATION  The above information is furnished in strict cor	nfidence in response to the HBCRA's request.
Employer's Signature	Date
Employer's Title	APPLICANT'S AUTHORIZATION  / authorize the release of the above requested information.
	Signature of Applicant

IPROVEMENT:	ESTIMATE:
	\$
	\$
	\$
	\$
	\$
	\$
	\$
_	\$
<u> </u>	\$
proximate amount of assistance you are applying for:	\$

CERTIFICATION:		
I/we understand that verification of my inc	come will be verified with the employer(s) li	sted above.
I / we understand that this program provid currently in bankruptcy.	des assistance for homeowners and I / we s	tate that I / we are not
to be taken. I/we agree that HBCRA may	n of this program, and agree to be interview y use such photographs of me/us with my/ as publicity, illustration, advertising and we	our name(s) and for an
occupy the property as my/our principo	vided and work is not completed in 120 of all residence or if I/we sell or convey the able to the HBCRA plus any applicable pend	property, then the total
I/we understand the terms of this program	and sign acknowledging the following terr	ns apply to me/us.
<del>-</del>		
I/we must remain in the home for at least f	four (4) years to avoid penalties and interes	st.
	four (4) years to avoid penalties and interes	
I/we understand that the HBCRA will only s I/we declare that all information provided my/our knowledge. I/we understand that		ges. d accurate to the best o
l/we understand that the HBCRA will only s l/we declare that all information provided my/our knowledge. I/we understand that me/us from participating in this program.	subordinate its loan for term and rate chang d on all pages of this application is true an	ges. d accurate to the best on provided can disqualit
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14 INITIAL [ ]

Notary Sign Name

known to me or who [ ] has produced \_\_\_\_\_\_driver's license as identification.

My commission Expires:

(Notary seal)

## **BROWARD COUNTY** 2022 INCOME CATEGORY CHART

Broward County Median Income: \$82,100 HUD Released: 4/18/2022

House hold Size	Extremely Low (30%)	Very Low (50%)	Low (80%)	Moderate (120%)	Work Force Housing (140%)
1	\$19,050	\$31,750	\$50,800	\$73,920	\$86,240
2	\$21,800	\$36,300	\$58,050	\$84,480	\$98,560
3	\$24,500	\$40,850	\$65,300	\$95,040	\$110,880
4	\$27,750	\$45,350	\$72,550	\$105,600	\$123,200
5	\$32,470	\$49,000	\$78,400	\$114,120	\$133,140
6	\$37,190	\$52,650	\$84,200	\$122,520	\$142,940
7	\$41,910	\$56,250	\$90,000	\$131,040	\$152,880
8	\$46,630	\$59,900	\$95,800	\$139,440	\$162,680
9	Refer to HUD	Refer to HUD	Refer to HUD	\$147,840	\$172,480
10	Refer to HUD	Refer to HUD	Refer to HUD	\$156,288	\$182,336



Appendix II: CRA Area Map

The CRA area is bound to the north by Pembroke Road, to the south by the Dade-Broward County line, to the West by Interstate 95 and to the East by NE 14 Avenue and the 14th Avenue canal.

