

Hallandale Beach Community Redevelopment Agency

Neighborhood Improvement Program Policy

The deadline to apply for any of the programs for Fiscal Year 2023-2024 is June 27, 2024.

The deadline to apply for any of the programs for Fiscal Year 2024-2025 is June 26, 2025.

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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.

Default: 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.

Hallandale Beach Community Redevelopment Agency (HBCRA): 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 2nd 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 goal 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 enhance 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 exist 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 Areas to target for funding assistance for large scale 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 proceedings at the time the application is submitted.
- Homesteaded property with a City of Hallandale Beach lien will be accepted; however, applicant will be required to work with the 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 swales.
- 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 zero percent interest loan for nonowner-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). 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 the contractor on behalf of the applicant. Applicants cannot be reimbursed for payments made directly to their contractors.

Loan Forgiveness & Repayment

Loan forgiveness and repayment are 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 dwellings (3 or more) will repay 100% of the loan (interest rate to be determined).
- Applicants with income above 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 a 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

Application 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

- Profit & Loss Statement (if Self-Employed)
- Full Credit Report (no older than 90 days)
- 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
 - Is there a Reverse Mortgage on this property

Is there a Second Mortgage on this property

Yes No

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

NOTE: Applications should be submitted in person at the HBCRA office. Once received, the application will be reviewed within forty-five (45) days to determine eligibility. Written notification will be sent to the applicant within forty-five (45) 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.

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.

low did you he	ar about our program?			
Internet	Hallandale Happenings	Comcast	Other For	rum
Applicar	400 South Federal (954)		andale B	Application (NIP) each, Florida 33009 era.org
Name:				
Property Ad	ldress:			Hallandale Beach, FL 33009
Mailing Addr	ess:			
City:		State: Z	ip:	Telephone:
Email Addres	ss:			
				Date of birth:
Social Secur	ity Number:	🗆 Male 🗆 F	emale Ho	ousehold Size:
	1 (All employment must be			-
				Telephone:
				Telephone:
				overtime:
				Overtime:
			·····	Other (explain):
Employer #2	2 (If applicable):			
Employer:				Telephone:
Contact Pers	son for Income Verification:			Telephone:
Address:				
Position:			Emplo	oyed since:
Monthly Inco	me:	Bonus:		Overtime:
APPLICANT	'S TOTAL MONTHLY INCO	JME: \$		

Co-Applicant

Address:	Name:		
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: Position: Bonus:Overtime: Alimony/Child support:SS/Disability/PensionOther (explain): Employer #2 (If applicable) Employer: Telephone: Contact Person for Income Verification: Bonus:Other (explain): Alimony/Child support:	Address:		
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: Telephone: Address:	City:	State: Zip:	Telephone:
Marital status: Married Separated Unmarried (single, divorced, widow) Employer #1 (All employment must be listed below) Employer: Telephone: Employer:	Monthly Mortgage \$	Living at this address since:	Date of birth:
Employer #1 (All employment must be listed below) Employer:	Social Security No.:	🗆 Male 🗆 Female Email	Address:
Employer:	Marital status: Married S	eparated Unmarried (single	e, divorced, widow)
Contact Person for Income Verification:	Employer #1 (All employment mus	st be listed below)	
Address:	Employer:		Telephone:
Position: Employed since: Gross Monthly income: Bonus: Overtime: Alimony/Child support: SS/Disability/Pension Other (explain): Employer #2 (If applicable) Telephone: Telephone: Contact Person for Income Verification: Telephone: Telephone: Address:	Contact Person for Income Verificati	on:	Telephone:
Gross Monthly income: Bonus: Overtime:	Address:		
Alimony/Child support: SS/Disability/Pension Other (explain): Employer #2 (If applicable) Employer:	Position:	E	mployed since:
Employer #2 (If applicable) Employer:	Gross Monthly income:	Bonus:	Overtime:
Employer:Telephone:Telephone:Telephone:Telephone:Telephone Contact Person for Income Verification:Telephone Address: Position:Employed since: Gross Monthly income:Bonus:Overtime:	Alimony/Child support:	SS/Disability/Pension	Other (explain):
Contact Person for Income Verification:	Employer #2 (If applicable)		
Address: Employed since: Position: Employed since: Gross Monthly income: Bonus: Overtime:	Employer:		Telephone:
Position: Employed since: Gross Monthly income: Bonus:	Contact Person for Income Verificati	on:	Telephone
Gross Monthly income: Bonus: Overtime:	Address:		
	Position:	E	mployed since:
Alimony/Child support: SS/Disability/Pension Other (explain): _	Gross Monthly income:	Bonus:	Overtime:
	Alimony/Child support:	SS/Disability/Pension	Other (explain):
CO-APPLICANT'S TOTAL MONTHLY INCOME: \$	CO-APPLICANT'S TOTAL MONTH	LY INCOME: \$	
TOTAL HOUSEHOLD GROSS MONTHLY INCOME \$	TOTAL HOUSEHOLD GR	OSS MONTHLY INCOME \$	
		10 INITIAL []

ALL OTHER HOUSEHOLD MEMBERS (Do not include Applicant and Co-Applicant on this page)

Name	Date of Birth	Relationship	Gross Annual Income

ASSETS (For Applicant, Co-Applicant and Other)

Bank accounts: Checking, Savings, Retirement, Certificates of Deposit, etc. Use additional pages if needed.

BALANCES						
Type of account	Bank/Institution	Applicant	Co-Applicant	Other	TOTAL	
Checking						
Savings						
Retirement						
Stocks						
Bonds						
Mutual Funds						
Other						
Vehicles, Boats						

TOTAL ASSETS \$_____

LIABILITIES (For applicant, co-applicant, other)

Installment (Bank) loans, Auto loans, Credit cards, Student loans, Hospital bills, and other debt. Include child support and alimony payments. (*Rent, Utilities & cable should not be included*) Place amount under proper person.

Bank or Creditor	Applicant	Co-Applicant	Monthly Payment	Balance Due

TOTAL DEBTS:

\$_____

\$_____

	Highway, Hallandale Beach, FL 33009 FOR VERIFICATION OF INCOME
A. APPLICANT'S NAME, ADDRESS	
Name:	Telephone:
Address:	
B. EMPLOYER'S NAME, ADDRESS	
Name:	Telephone:
Address.	
	NOTICE TO EMPLOYER
Program. The applicant has authorized t	s applied for Hallandale Beach CRA's Neighborhood Improvement the HBCRA in writing to obtain verification of employment income and is tion requested below and return this form via regular mail to the above org
	EMPLOYER'S VERIFICATION
1. Position Held: 2. Dates of employment: From	то
3. Probability of Continued Em	nployment
	eivedCommission \$Bonus
iticipated earnings for next 12 mont If applicant is Military, given incom \$ Base Pay \$	me on a monthly basis as follows: Flight or Hazard
\$ Duty Allowanc	ce \$ Other Assistance
as employment been terminated? employment benefits?(yes/	YesNo [if yes, is the individual eligible for s/no)]
EMPLOYER'S CERTIFICATION The above information is furnished in	n strict confidence in response to the HBCRA's request.
Employer's Signature	Date
Employer's Signature Employer's Title	Date APPLICANT'S AUTHORIZATION I hereby authorize the release of the above requested informati
	APPLICANT'S AUTHORIZATION

<u>Type of Improvement(s):</u> (Please list all improvements to be made to the home and estimated cost)

IMPROVEMENT:

ESTIMATE:



\$_____ \$_____ \$_____ \$_____

Approximate amount of assistance you are applying for:

CERTIFICATION:

I/we understand that verification of my income will be verified with the employer(s) listed above.

I / we understand that this program provides assistance for homeowners and I / we state that I / we are not currently in bankruptcy.

I/we agree to participate in the promotion of this program, and agree to be interviewed and accept pictures to be taken. I/we agree that HBCRA may use such photographs of me/us with my/our name(s) and for any lawful purposes, including such purposes as publicity, illustration, advertising and web consent.

I/we understand that if assistance is provided and work is not completed in 120 days, or if I/we cease to occupy the property as my/our principal residence or if I/we sell or convey the property, then the total assistance provided will be due and payable to the HBCRA plus any applicable penalties and interest.

I/we understand the terms of this program and sign acknowledging the following terms apply to me/us.

I/we must remain in the home for at least four (4) years to avoid penalties and interest.

I/we understand that the HBCRA will only subordinate its loan for term and rate changes.

I/we declare that all information provided on all pages of this application is true and accurate to the best of my/our knowledge. I/we understand that misrepresentations or incorrect information provided can disqualify me/us from participating in this program.

IN WITNESS WHEREOF, I/we have set my/our hand(s) and seal this ______, 20_____, 20_____,

WITNESSES:

Print Name: Applicant

Signature of Applicant

Print Name: Co-Applicant

STATE OF FLORIDA COUNTY OF BROWARD Signature of Co-Applicant

The foregoing instrument was acknowledged before me this _____ day of _____ , by means of (check one) [] physical presence or [] online notarization, by ____ _ who are [] personally known to me or who [] has produced driver's license as identification.

My commission Expires:	
(Notary seal)	

Notary Sign Name

BROWARD COUNTY

2023 INCOME CATEGORY CHART

Broward County Median Income: \$88,500 HUD Effective: 5/15/2023 FHFC Effective: 5/15/2023

House hold Size	Extremely Low (30%)	Very Low (50%)	Low (80%)	Moderate (120%)	Work Force Housing (140%)
1	\$20,200	\$33,600	\$53,800	\$80,640	\$94,080
2	\$23,050	\$38,400	\$61,450	\$92,160	\$107,520
3	\$25,950	\$43,200	\$69,150	\$103,680	\$120,960
4	\$30,000	\$48,000	\$76,800	\$115,200	\$134,400
5	\$35,140	\$51,850	\$82,950	\$124,440	\$145,180
6	\$40,280	\$55,700	\$89,100	\$133,680	\$155,960
7	\$45,420	\$59,550	\$95,250	\$142,920	\$166,740
8	\$50,560	\$63,400	\$101,400	\$152,160	\$177,520
9	Refer to HUD	\$67,200	\$107,520	\$161,280	\$188,160
10	Refer to HUD	\$71,040	\$113,664	\$170,496	\$198,912



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.

