

# 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.

<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 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 the property is financed, the mortgage must be current or have a mortgage payment plan in place.
- Applicants cannot be in bankruptcy (If the applicant filed for bankruptcy and received a
  discharge, the three-year waiting period to apply will be waived).
- Property cannot be in foreclosure or pending foreclosure proceedings when the application is submitted.
- 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 to apply and 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 before the execution of a loan with the HBCRA will not be funded.
- A licensed contractor must do the work. The 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 HBCRA will provide the tree.

The applicant (owner & non-owner occupied property) is required to plant a tree as part of their participation in the program. The HBCRA will provide the tree.

#### **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 preparing 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 non-owner-occupied dwellings (single-family homes or duplexes) 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. Applicants with home repairs exceeding 50% of the property appraiser's assessed value could be candidates 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

Applicants 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 three months, the full loan amount granted by the HBCRA, plus penalties, is 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 the 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 the above chart if property is transferred during the fourth year, before maturity.
- e. If the property incurs a City code lien within four years of the loan.
- f. Penalty may be waived if the applicant must sell before the maturity date due to financial hardship.

#### **Home Equity Loan**

Homeowners with an 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 years, if the loan is not in default, the HBCRA will record a satisfaction of the mortgage. Home/property owners are responsible for all lien release fees.

#### Fees - Non-refundable

\$150.00 for single-family homes & duplexes \$350.00 for multi-family homes (3 or more units)

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Application	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 the home is paid off and needs the improvements in order to get insurance coverage)
	Flood Insurance (if in a designated flood zone)
	Most recent mortgage statement showing current balance (if applicable) or mortgage satisfaction
	Complete tax returns with corresponding W-2s (for the last 2 years). An IRS transcript may be required.
	Current pay stubs (for the last 3 months), or unemployment letter
	Completed employment verification form
一	Profit & Loss Statement (if Self-Employed)
一	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
	Is there a Reverse Mortgage on this property Yes No
	Is there a Second Mortgage on this property Yes No No Application Fee

#### 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 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 an 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 the issuance of a 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 Har	openings Comcast Othe	er Forum
	<b>od Improvement Progr</b> Federal Highway, Hallandal	, , ,
Applicant:	(954) 988-2631   www.co	hbcra.org
-		Telephone:
•	State	·
		 Date of birth:
, ,		
mployer #1 (All employment	•	
Employer #1 (All employment	t must be listed below):	e, divorced, widow)Telephone:
Employer #1 (All employment	t must be listed below):	
Employer #1 (All employment Employer: Contact Person for Income Ver	t must be listed below):  ification:	Telephone:
Employer #1 (All employment Employer: Contact Person for Income Verl Address:	t must be listed below):  ification:	Telephone: Telephone:
Employer #1 (All employment Employer: Contact Person for Income Ver Address:	t must be listed below):  ification:	Telephone: Telephone:
Employer #1 (All employment Employer: Contact Person for Income Veri Address: Position: Monthly income:	t must be listed below):  ification:E Bonus:	Telephone:Telephone: Telephone: fmployed since:
Employer #1 (All employment Employer: Contact Person for Income Veri Address: Position: Monthly income:	t must be listed below):  ification:  Bonus: SS/Disability/Pension	Telephone: Telephone: fmployed since: Overtime: Other (explain):
Employer #1 (All employment Employer: Contact Person for Income Ver Address: Position: Monthly income: Alimony/Child support: Employer #2 (If applicable):	t must be listed below):  ification:  Bonus:  SS/Disability/Pension	Telephone: Telephone: fmployed since: Overtime: Other (explain):
Employer #1 (All employment Employer: Contact Person for Income Veri Address: Position: Monthly income: Alimony/Child support: Employer #2 (If applicable): Employer:	t must be listed below):  ification:   Bonus: SS/Disability/Pension	Telephone:Telephone:  mployed since: Overtime: Other (explain):
Employer #1 (All employment Employer: Contact Person for Income Veri Address: Position: Monthly income: Alimony/Child support: Employer #2 (If applicable): Employer: Contact Person for Income Veri	t must be listed below):  ification:  Bonus:  SS/Disability/Pension  ification:	Telephone:Telephone:  imployed since: Overtime: Other (explain):  Telephone:
Employer #1 (All employment Employer: Contact Person for Income Veri Address: Position: Monthly income: Alimony/Child support: Employer #2 (If applicable): Employer: Contact Person for Income Veri	t must be listed below):  ification:  Bonus:  SS/Disability/Pension  ification:	Telephone:Telephone:  imployed since:    Overtime:    Other (explain): Telephone: Telephone:

Name:		
Address:		
City:	State: Zip:	Telephone:
Monthly Mortgage \$	Living at this address since	Date of birth: _
Social Security No.:	□ Male □ Female Em	ail Address:
Marital status: Married	Separated Unmarried (sin	gle, divorced, widow)
Employer #1 (All employment	must be listed below)	
Employer:		Telephone:
Contact Person for Income Veri	fication:	Telephone
Address:		
Position:		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 Veri	fication:	Telephone
Address:		
Position:		Employed since:
Gross Monthly income:	Bonus:	Overtime:
Alimony/Child support:	SS/Disability/Pension	Other (explain):

Name		Date of Birth Relation			Gross Annual Income	
					meome	
ETS (For Applicant,	Co-Applicant and (	Other)				
accounts: Checking	g, Savings, Retire	ement, Certifica	ates of Deposit,	etc. Use addi	tional pages if needed.	
<u> </u>	-	BAL	ANCES			
Type of account	Bank/Institutio	n Applicant	Co-Applicant	Other	TOTAL	
Checking						
Savings						
Retirement						
Stocks						
Bonds						
Mutual Funds						
Other						
Vehicles, Boats						
LIABILITIES Installment (Bank) leand alimony payme	nts. ( <i>Rent, Utilitie</i> s	Credit cards, Stu & cable should	dent loans, Hospi not be included) F	Place amount u		
Bank or C	reditor	Applicant	Co-Applicant	Monthly Payment	Balance Due	
				<u> </u>		
					.1	

11 INITIAL [ ]

### 400 S. Federal Highway, Hallandale Beach, FL 33009 **REQUEST FOR VERIFICATION OF INCOME**

A. APPLICANT'S NAME, ADDRESS & PHO Name:	DNE Telephone:
Address:	
B. EMPLOYER'S NAME, ADDRESS & PHO	NE # Telephone:
Address:	
The applicant identified in Section A. has applied the Program. The applicant has authorized the HBCF	CE TO EMPLOYER for Hallandale Beach CRA's Neighborhood Improvement RA in writing to obtain verification of employment income and is ested below and return this form via regular mail to the above
EMPLOY	YER'S VERIFICATION
Position Held:     Dates of employment: From     Probability of Continued Employment	To nt
Rate of Pay (Estimated, if not actual).  Present Base Salary \$ Bi-We  Weekly Monthly Bi-We  (List number of hours work pe  Additional Compensation Received  \$ Overtime \$	eekly Other
If applicant is Military, given income on a r \$Base Pay \$ \$Duty Allowance \$	monthly basis as follows:
as employment been terminated?Yes_ employment benefits?(yes/no)]	
EMPLOYER'S CERTIFICATION The above information is furnished in strict co	onfidence in response to the HBCRA's request.
Employer's Signature	Date
Employer's Title	APPLICANT'S AUTHORIZATION
I hereb	by authorize the release of the above requested information.
	Signature of Applicant

Type of Improvement(s):

MPROVEMENT:	ESTIMATE:
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
approximate amount of assistance you are applying for:	\$

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 Signature of Co-Applicant STATE OF FLORIDA COUNTY OF BROWARD 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 Sign Name (Notary seal)

### **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 14<sup>th</sup> Avenue canal.

