

WALK ON #1

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20050390

1. ACTION REQUESTED/PURPOSE:

Approve and execute the HOME Again contract with the Florida Housing Finance Corporation and the Budget Resolution for the HOME Again funds, to establish funding for rehabilitation or replacement of housing for hurricane recovery related to damages sustained from hurricanes the summer of 2004.

2. WHAT ACTION ACCOMPLISHES: Allows the Department of Human Services to accept \$300,000 for the repair or replacement of homes damaged by the 2004 hurricanes in Lee County.

3. MANAGEMENT RECOMMENDATION:

4. Departmental Category: 05

5. Meeting Date: 03-22-2005

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner CW
 Department Human Services
 Division _____
 By: Marsha Popkey, Housing Mgr.

9. Background: The Florida Housing Finance Corporation set-aside funding for disaster recovery. Lee County was considered a tier 2 county and was eligible to receive up to \$300,000 for housing repair and/or replacement of Lee County homes that were damaged by the 2004 hurricanes. The Department of Human Services applied for funding and has been awarded \$300,000.

Attachments: HOME Again Contract
Budget Resolution
Grants at a Glance

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr	
<i>[Signature]</i>	N/A	N/A	N/A	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
					3/18/05	3/18/05	3/18/05	3/18/05	3-21-05

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN
 3-18-05 mb.
 3:15pm
 COUNTY ADMIN
 FORWARDED TO:
 3/21/05
 10AM

Rec. by CoAtty
 Date: 3/18/05
 Forwarded To:
 Co. Admin
 3/18/05

S:\HSNG\HSNG Admin\Blue sheets\HOME Again 03-15-05.doc

03-21-05
need memo

2005 MAR 21 AM 10:23
PUBLIC AFFAIRS

PLEASE RUSH!!

**MEMORANDUM FROM
THE DEPARTMENT OF
HUMAN SERVICES
ADMINISTRATION**

Date: March 21, 2005

To: All Concerned Departments

From: Marsha Popkey
Program Manager

Re: Walk-on Blue Sheet (Number 20050390)

Blue sheet number 20050390 needs to be walked on to the March 22, 2005 Board of County Commissioners meeting.

This grant needs to be signed so we can get contracts back by April 1st in order to fix people's homes and get repairs done prior to the 2005 hurricane season.

Thank you.

RESOLUTION

Amending the General Fund #00100 Budget for unanticipated receipts into Estimated Revenues and Appropriations for Fiscal Year 2004-2005.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the General Fund #00100 budget for \$300,000 of the additional revenue from Home Again Grant Proceeds and an appropriation of a like amount for rehabilitation grants and loans and;

WHEREAS, the General Fund #00100 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$371,703,056
Additions		
11079300100.331570.9004	Home Again Grant Proceeds	\$300,000
Amended Total Estimated Revenues		\$372,003,056

APPROPRIATIONS

Prior Total:		\$371,703,056
Additions		
11079300100.508302.1132	Rehabilitation Grants & Loans	300,000
Amended Total Appropriations		\$372,003,056

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the General Fund #00100 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2005.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

GRANT AT A GLANCE

GRANT AWARD INFORMATION

1. County Grant ID (project #) 0793
2. Title of Grant: Home Again
3. Amount of Award: \$300,000
4. Amount of Match Required: \$0
5. Type of Match: N/A
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input checked="" type="checkbox"/> CFDA #14.239	STATE <input type="checkbox"/> CSFA #
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7. Agency Contract Number: HA04-739

8. Contract Period:	Begin Date: <u>04/01/05</u>	End Date: <u>4/1/07</u>
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9. Name of Subrecipient(s) or execution by both parties, whichever is later.
N/A

10. Business Unit(s): 11079300100

11. Scope of Grant: Funds are to be used to repair or replace
(describe project) homes damaged by the hurricanes.
Applicants must be below 80% AML.

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

ADMINISTERING DEPARTMENT INFORMATION

1. Department: Human Services

2. Contacts:

Program Mgr. Marsha Popkey	Phone #:533-7941
Fiscal Mgr. Barbara J. Hollis	Phone #:533-7923

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

1. Grantor Agency: Florida Housing Finance Corporation

2. Program Title/Division: Housing and Community Development

3. Agency Contact: Elizabeth Loggins

4. Phone Number: 850-488-4197

5. Mailing Address: 227 North Bronough St. Ste. 5000
Tallahassee, Fl 32301-1329

SOURCE OF FUNDS

1. Original Funding

Source: Dept. of Housing & Urban Develoment

(name of agency where funding originated from)

Pass Through Agency: Florida Housing Finance Corp./State of Florida

(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOT-- then from STATE DOT to Lee County DOT --- STATE of FL DOT is the pass-through agency).

2. Additional Information for Other Agencies Involved:

3a. Is the County a Grantee

or Subrecipient in #3 above: Subrecipient

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

REPORTING REQUIREMENTS

1. Does this grant require a separate subfund? YES NO (Example: you need to return interest earnings)

Please Explain: _____

2. Is funding received in advance? YES NO
(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

Funds must be committed within two years. Return to same address.

COMMENTS--INSTRUCTIONS:

we make housing affordable

February 25, 2005

Ms. Marsha Popkey
Lee County Board of County Commissioners
83 Pondella Road Ste 1
North Fort Myers, FL 33903

Re: HOME Again Application – HA04-739

Dear Ms. Popkey:

Thank you for submitting an Application for the 2004 HOME Again - FHFC Disaster Relief HOME Assistance Program, which is regulated by Rule Chapter 67-50, Florida Administrative Code (F.A.C.).

The review of your Application has been completed and we are pleased to announce that your Application has met the necessary threshold requirements, and therefore, you have been awarded an allocation of **\$300,000.00** in HOME funds for use in providing assistance under the HOME Again Program.

Enclosed is a copy of the Subrecipient Agreement with two signature pages and all of the related attachments. Please execute all signature pages as well as the signed Certificate of Incumbency (Attachment I) and return only those pages to:

Elizabeth Loggins, Program Administrator
HOME Again Program
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329

A fully executed original will be provided to you for your files, along with additional information and materials regarding the Program. Many of the documents listed as attachments and other associated relevant materials will be available on our website as fillable forms.

If you have any questions, please do not hesitate to contact Elizabeth Loggins at (850) 488-4197.

Sincerely,



Esrone McDaniels
Deputy Development Officer, Homeownership

Attachment: Subrecipient Contract

Jeb Bush, Governor

Board of Directors: Cesar E. Calvet, Chairman • Terry Santini, Vice Chairman • Thaddeus Cohen, Ex Officio
Jack Maxwell • Zully Ruiz • Lynn M. Stultz • Robert J. Taylor • Sandra Terry

Orlando Cabrera, Executive Director

RECEIVED
2005 MAR 14 AM 9:25



HOME Again
FHFC Disaster Relief HOME Assistance Program
Florida Housing Finance Corporation
Mailing Address: 227 N. Bronough Street, Suite 5000
Tallahassee, FL 32301

Application Number: HA04-739

SUBRECIPIENT CONTRACT

THIS CONTRACT is entered into by and between the Florida Housing Finance Corporation, a Corporation and instrumentality of the State of Florida, (hereinafter referred to as "the Corporation"), and Lee County (Applicant name), of North Fort Myers, Lee (City, County) Florida, (hereinafter referred to as "the Subrecipient"). The Applicant is awarded an allocation of HOME funds in the amount of \$ 300,000 for use with the HOME Again – FHFC Disaster Relief HOME Assistance Program ("HOME Again").

THIS CONTRACT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the State of Florida has been designated by the United States Department of Housing and Urban Development ("HUD") as a participating jurisdiction for the receipt and use of funds as governed by the HOME Investment Partnerships Program ("HOME Program") as governed in 24 CFR § 92; and

B. WHEREAS, the Corporation has been designated by the State of Florida as the allocating authority for HOME funds; and

C. WHEREAS, section 420.5089, F.S., requires that the Corporation make loans in the administration of the HOME Program; and

D. WHEREAS, the Subrecipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does offer to perform such services for the Corporation in accordance with 24 CFR § 92 and Rule 67-50, F.A.C.; and

E. WHEREAS, the Corporation has a need for such services and does hereby accept the offer of the Subrecipient upon the terms and conditions hereinafter set forth.

NOW THEREFORE, the Corporation and the Subrecipient do mutually agree as follows:

(1) DEFINITION OF TERMS. Terms used herein shall be defined as appears in 24 CFR § 92.2 and Rule 67-50, F.A.C.

(2) BUDGET AND PROGRAM DESIGN. The Subrecipient shall administer one or more projects permitted under the HOME Again Program, HOME Investment Partnerships Act,

applicable regulations, and the Subrecipient's Program Design and Budget (Attachment A). The Subrecipient shall select individual participants for a rehabilitation / reconstruction program and shall act as the agent of the Corporation in doing so. The Subrecipient shall use the HOME funds to make deferred loans to individual participants in the name of the Corporation. Each loan shall be evidenced by a Promissory Note (Attachment B) and secured by a Subordinate Mortgage (Attachment C), using documents supplied by the Corporation. The Subrecipient shall also execute a Homeowner Assistance Agreement (Attachment D) with each participant. The Subrecipient shall further act as a closing agent for the Corporation, assuring that title insurance in the Corporation's name is obtained and that appropriate documents have been executed before making a disbursement of HOME funds.

(3) INCORPORATION OF LAWS, RULES, REGULATIONS. Both the Subrecipient and the Corporation shall be governed by applicable state and federal laws, rules and regulations.

(4) PERIOD OF CONTRACT. This Contract shall begin upon execution by both parties for the duration of two (2) years from the execution date, unless the Contract is terminated earlier in accordance with the provisions of Paragraph (10).

(5) MODIFICATION OF CONTRACT. Either party may request modification of the provisions of this Contract. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto and attached to the original of this Contract.

(6) RECORDKEEPING.

(a) The Subrecipient shall maintain records sufficient to meet the requirements of 24 CFR § 92.508(a) (2), (3), (5) and (6). All records and reports required herein shall be retained and made accessible as provided in 24 CFR § 92.508(c) and (d).

(b) The Subrecipient shall comply with the requirements of OMB Circulars No. A-87, if a local government, or A-122, if a non-profit, as provided in 24 CFR § 92.505(a) and (b), respectively.

(c) The Subrecipient shall maintain records so that all disbursements, with regard to each particular loan, home or homeowner, will be easily retrievable while project is active.

(d) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of Attachment A and all other applicable laws and regulations.

(e) The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Contract, shall allow access to its records at reasonable times to the Corporation, its employees and agents, to the Comptroller and to the

U. S. Department of Housing and Urban Development as long as the project is active. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by or conducting an audit of the Corporation.

(f) All original Homeowner records pertinent to this Contract shall be forwarded to the Corporation upon final close out of each homeowner project. The items contained in the Homeowner File Completion Checklist (Attachment E) constitute a complete Homeowner file. Documents included in Attachment E that are to be supplied by the Corporation will be provided after execution of this contract and also will be available on the Corporation's website.

(7) REPORTS.

(a) At a minimum, the Subrecipient shall provide the Corporation with monthly reports and a close-out report. The Monthly Report is attached as Attachment F. The Subrecipient shall comply with any additional reporting requirements contained in 24 CFR § 92.

(b) Monthly Reports are due to be received by the Corporation no later than fifteen (15) days after the end of each month and shall continue to be submitted each month until submission of the close-out report.

(c) The close-out report is due thirty (30) days after termination of this Contract or upon completion of the activities contained in this Contract. The close-out report shall contain information regarding all participants assisted with HOME Again funds including, but not limited to, participant names, amounts, loan terms, and if all information has been forwarded to the Corporation. Additionally, an accounting of the use of all administration funds received under the HOME Again program.

(d) If all required reports and copies, prescribed above, are not sent to the Corporation or are not completed in a manner acceptable to the Corporation, the Corporation may withhold further payments until they are completed or may take such other action as set forth in Paragraph (10). The Corporation may terminate the Contract with a Subrecipient if reports are not received within 10 days after written notice by the Corporation. "Acceptable to the Corporation" means that the work product was completed in accordance with generally accepted principles and is consistent with Attachment A.

(e) Upon reasonable notice, the Subrecipient shall provide such additional program updates or information as may be required by the Corporation.

(f) The Subrecipient will provide any and all reports necessary for the Corporation to meet its reporting requirement under 24 CFR § 92.509 with respect to the Subrecipient's use of HOME funds.

(8) MONITORING. The Subrecipient shall do all things necessary to assist the Corporation in carrying out its monitoring responsibilities as required by 24 CFR § 92.504(d), which may, at the option of the Corporation, include on-site inspection. Further, the Subrecipient shall constantly monitor its performance under this Contract to ensure that time schedules are being met, work is being accomplished within specified time periods and other performance goals are being achieved. Such review shall be made for each function or activity set forth in Attachment A to this Contract.

(9) LIABILITY. The Subrecipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Contract and shall hold the Corporation harmless against all claims of whatever nature by third parties arising out of the performance of work under this Contract.

(10) DEFAULT; REMEDIES; TERMINATION.

(a) If any of the following events occur ("Events of Default"), all obligation on the part of the Corporation to cause to be made any further payment of funds pursuant to 24 CFR § 92.502 shall, if the Corporation so elects, terminate and the Corporation may at its option exercise any of its remedies set forth herein, but the Corporation may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Subrecipient in this Contract or any previous Contract with the Corporation shall at any time be found to be false or misleading in any respect or if the Subrecipient shall fail to keep, observe or perform any of the terms or covenants contained in this Contract or any previous contract with the Corporation and has not cured such in timely fashion or is unable or unwilling to meet its obligations there under;

2. If any material adverse change shall occur in the financial condition of the Subrecipient at any time during the term of this Contract from the financial condition revealed in any reports filed or to be filed with the Corporation and the Subrecipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Corporation;

3. If any reports required by this Contract have not been timely submitted to the Corporation or have been submitted with incorrect, incomplete or insufficient information;

4. If the Subrecipient has failed to perform and complete in timely fashion any of the services required under Attachment A.

(b) Upon the happening of an Event of Default, then the Corporation may, at its option, upon written notice to the Subrecipient and upon the Subrecipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively,

and the pursuit of any one of the following remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Contract in accordance with 24 CFR § 85.43, provided that the Subrecipient is given at least twenty-one (21) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in Paragraph (11) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Contract;

3. Withhold or suspend payment of all or any part of a request for payment;

4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Subrecipient to reimburse the Corporation for the amount of costs incurred for any items determined to be ineligible;

5. Exercise any other rights or remedies which may be otherwise available under law.

(c) The Corporation may terminate this Contract for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Subrecipient to permit public access to any document, paper, letter or other material subject to disclosure under Chapter 119, F.S. as amended.

(d) Suspension or termination constitutes final Corporation action under Chapter 120, F.S., as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(e) The Subrecipient shall return funds to the Corporation if found in non-compliance with laws, rules and regulations governing the use of the funds under this Contract.

(f) This Contract may be terminated by the written mutual consent of the parties.

(g) Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Corporation by virtue of any breach of Contract by the Subrecipient. The

Corporation may, to the extent authorized by law, withhold any payments to the Subrecipient for purpose of set-off until such time as the exact amount of damages due the Corporation from the Subrecipient is determined.

(h) The Corporation shall have the right to terminate this Contract for convenience under 24 CFR § 85.44.

(11) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Contract shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below.

(b) The Corporation's contract manager for this Contract is:
Esrone McDaniels
Deputy Development Officer, Homeownership
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329

(c) The Representative of the Subrecipient responsible for the administration of this Contract is:

Contact Person: Douglas St. Cerny
Title: Chairman
Subrecipient Entity: Lee County
Address: 83 Pondella Road
City, State, ZIP: North Ft. Myers, FL 33903

(d) In the event that different representatives are designated by either party after execution of this Contract, notice of the name, title and address of the new representative will be rendered as provided in Paragraph (11)(a) above.

(12) OTHER PROVISIONS.

(a) The validity of this Contract is subject to the truth and accuracy of all the information and representations in the HOME Again Application and in all materials submitted or provided by the Subrecipient in this Contract, in any subsequent submission or response to the Corporation's request or in any submission or response to fulfill the requirements of this Contract and such information, representations and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Corporation and with thirty (30) days written notice to the Subrecipient, cause the termination of this Contract and the release of the Corporation from all its obligations to the Subrecipient.

(b) This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall lie in Leon County. If any provision

hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Contract.

(c) No waiver by the Corporation of any right or remedy granted hereunder or failure to insist on strict performance by the Subrecipient shall affect or extend or act as a waiver of any other right or remedy of the Corporation hereunder or affect the subsequent exercise of the same right or remedy by the Corporation for any further or subsequent default by the Subrecipient. Any power of approval or disapproval granted to the Corporation under the terms of this Contract shall survive the terms and life of this Contract as a whole.

(d) The Contract may be executed in any number of counterparts, any one of which may be taken as an original.

(13) AUDIT REQUIREMENTS.

(a) The Subrecipient agrees to establish and implement financial procedures and maintain supporting documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Contract.

(b) These records shall be available at all reasonable times for inspection, review or audit by federal and state auditors, Corporation staff, and other personnel duly authorized by the Corporation. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Subrecipient shall also provide the Corporation with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Contract.

(d) The Subrecipient shall provide the Corporation with an annual financial audit report which meets the applicable requirements of Sections 11.45 and 218.39, F.S., and Chapter 10.550, Rules of the Auditor General, OMB Circular A-133, and, to the extent applicable, the Single Audit Act of 1984, as amended, 31 U.S.C. § 7501-7507, for the purposes of auditing and monitoring the funds awarded under this Contract.

1. The annual financial audit report shall include all management letters and the Subrecipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of federal awards specifically identifying all Contract revenue by sponsoring agency and Contract number.

3. The complete financial audit report, including all items specified in Paragraph (13)(d)(1) and (2) above, shall be sent by mail or electronically directly to:

Florida Housing Finance Corporation
Homeownership Staff
227 N. Bronough Street
Suite 5000
Tallahassee, Florida 32301
Esrone.McDaniels@Floridahousing.org

(e) In the event the audit shows that the entire funds, or any portion thereof, were not spent in accordance with the conditions of this Contract, the Subrecipient shall be held liable for reimbursement to the Corporation of all funds not spent in accordance with these applicable regulations and Contract provisions within thirty (30) days after the Corporation has notified the Subrecipient of such non-compliance.

(f) The Subrecipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this contract for a period of three years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

(g) The Subrecipient shall have all audits completed by an independent certified public accountant (CPA) who shall either be a certified public accountant or a public accounting firm licensed under Chapter 473, F.S. The CPA shall state that the audit complied with the applicable provisions noted above.

(14) SUBCONTRACTS.

(a) If the Subrecipient subcontracts any or all of the work required under this Contract, the Subrecipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Contract with the Corporation.

(b) The Subrecipient agrees to include in the subcontract that the subcontractor shall hold the Corporation and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Contract, to the extent allowed and required by law.

(c) If the Subrecipient subcontracts for work under this Contract, a copy of the executed subcontract must be forwarded to the Corporation within ten (10) days after execution.

(15) TERMS AND CONDITIONS. The Contract contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS.

- (a) All attachments to this Contract are incorporated as if set out fully herein
- (b) In the event of any inconsistencies or conflict between the language of this Contract and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(17) FUNDING / CONSIDERATION.

(a) The Subrecipient agrees to expend funds in accordance with the participant's scope of work. The scope of work is to be supplied to the Corporation prior to receiving a draw request for a participant. Subrecipient may transfer funds between budget categories in the scope of work as long as the total amount of the transfer, whether increase or decrease, does not exceed fifteen percent (15%) of the total approved budget category and the transfer is made to an approved budget line item. If an additional transfer above the 15% limit is required, a revised scope of work must be supplied to the Corporation. Under no circumstances can the changes increase the total budgeted allocation.

(b) Disbursement Requests. Subrecipient should follow the draw instructions and use the Draw Request Form and Homeowner/Contractor Affidavit, (Attachments G & H, respectively), when requesting payment. All requests for disbursements shall be supported by invoices or like documents sufficient to document the amount and purpose of the disbursement, date(s) the goods/services were provided, and the identity of the homeowner. The amount of each request shall be limited to the amount needed to accomplish the stated purpose and up to 10% of the total draw amount for Administration. No disbursement shall be made until it is actually needed for payment. The attached Certificate of Incumbency (Attachment I) shall be executed by those persons with signatory authority for draw requests and submitted to the Corporation upon execution of this Contract.

(18) STANDARD CONDITIONS. The Subrecipient agrees to be bound by the following standard conditions:

(a) The Corporation has no obligation to pay out federal funds under this Contract, but is acting as the participating jurisdiction designated to administer federal funds under the HOME Investment Partnerships Act. The Corporation's obligation to pay under this Contract is contingent upon an annual appropriation by HUD.

(b) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(c) The Corporation reserves the right to unilaterally cancel this Contract for refusal by the Subrecipient to allow public access to all documents, paper, letters or other material subject to the provisions of Chapter 119, F.S. and made or received by the Subrecipient in conjunction with the Contract.

(d) Subrecipients applying for an extension of the Contract period must request the extension in writing at least sixty (60) days prior to the end of the Contract period. The Subrecipient must state a specific length of time needed to complete the work under this Contract and the reason the extension is needed. The Subrecipient must provide the past performance history and a comprehensive work completion plan. The Subrecipient must provide assurance that the extension will result in the successful completion of the work contemplated in this Contract.

(19) SPECIAL HOME PROGRAM CONDITIONS.

(a) Use of HOME Funds. The HOME funds governed by this Contract shall be used to perform the tasks listed in Attachment A and for no other purpose. Attachment A shall also list the tasks to be performed in completing the Project, a schedule for completing the tasks and the budget for completing the task. All HOME funds governed by this Contract shall be used in a manner that is consistent with the provisions of 24 CFR § 92.205 through 92.208 and Rule 67-50, F.A.C.

(b) The Subrecipient shall act as agent for the Corporation, making loans to participants on behalf of the Corporation. Each loan shall be evidenced by the Corporation through a Promissory Note and secured by a Subordinate Mortgage; each Promissory Note and each Subordinate Mortgage must provide that the loan becomes due upon the sale or voluntary transfer of the property, upon the death of the participant or when the participant fails or ceases to occupy the property as his, her or their principal residence, whichever occurs earlier, and that the Promissory Note and Subordinate Mortgage, shall be binding upon the heirs, successors, assigns and transferees of the participant, as required by 24 CFR § 92.254 and by Rule 67-50.105, F.A.C.

(c) Types of Loans. HOME Again loans shall be a non-amortizing, zero percent (0%) interest rate, deferred principal loan which will have a minimum loan amount to eligible participants of \$1,000 and a maximum loan amount of \$50,000. If the eligible participant has an income level at or below fifty percent of the County's area median income (AMI) in which the home is located, fifty percent (50%) of the loan may be forgiven at a rate of ten percent (10%) per year over a period of five (5) years. Upon the first to occur of any of the conditions mentioned in Paragraph (19)(b), repayment for participants at or below fifty percent AMI will be prorated on a monthly basis, giving the participants the benefit of the entire month in which a payoff of the mortgage is quoted.

(d) Repayment. All loans made by the Subrecipient on behalf of the Corporation shall be repaid directly to the Corporation at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329 or at such other address as the Corporation may direct.

(e) Project Requirement. The project funded under this Contract shall meet all relevant requirements of 24 CFR § 92.250, .251, .254, and .257. The project must also meet the requirements of Rule 67-50, F.A.C.

(f) Housing Quality Standard. All housing assisted with HOME funds shall meet the requirements of 24 CFR § 92.251 and Florida Housing's Minimum Rehabilitation Standards (Attachment J) for the duration of this Contract or any modifications, amendments or successor contracts hereto.

(g) Other Program Requirements. The Corporation will be responsible for all entries into HUD's Integrated Disbursement and Information System (IDIS). The Subrecipient agrees to comply with all federal laws and regulations as described in 24 CFR § 92.350 through § 92.358. Additionally, the Subrecipient will be responsible for completing the Environmental Statutory Checklist for each participant pursuant to 24 CFR § 92.3521 and 58.5. The Environmental Review Procedures and Environmental Statutory Checklist are affixed to this agreement as the Environmental Analysis and Procedures (Attachment K).

(h) Religious Organizations. If the Subrecipient is or was created by a religious organization, it is hereby agreed that all HOME funds disbursed under this Contract shall be subject to the conditions, restrictions and limitations in 24 CFR § 92.257.

(i) Non-Discrimination. The Subrecipient shall not discriminate against any person or family on the grounds of race, color, national origin, age, sex, religion, family status, handicap, nor against persons or families on the basis of their having minor children. The Subrecipient further agrees to meet the equal opportunity and fair housing requirements as contained in 24 CFR § 92.350.

(j) Enforcement of Agreement. Any violation of this Contract which remains uncured after the expiration of the thirty (30) days after the Corporation shall have notified the Subrecipient of the violation by certified mail may, at the option of the Corporation, be addressed by an action for damages or equitable relief, including, but not limited to, a foreclosure on any mortgage or security interest, an action to recover unpaid principal, accrued interest and fees, sale, transfer, lease or conveyance of any property seized as a result of the legal actions described above or any other legal remedy provided in law or equity.

In addition to the above, if the Subrecipient materially fails to comply with the terms of this Contract, the Corporation may suspend or terminate the Contract in accordance with 24 CFR § 85.43 and, in addition, the Corporation may terminate this Contract for convenience in accordance with 24 CFR § 85.44.

(20) UNIFORM ADMINISTRATIVE REQUIREMENTS. This Contract shall be subject to the requirements of OMB Circulars No. A-110, for non-profits, and A-102, for local governments, and relevant sections of 24 CFR § 85 and § 84, respectively.

(21) REALLOCATION OF HOME FUNDS. If Subrecipient either fails to request disbursement of any HOME funds for a period of six consecutive months, fails to request an extension or fails to disburse the entire allocation of HOME funds in this Contract within two years of the date of this Contract, the Corporation may, at its option and upon twenty-one (21) days written notice to Subrecipient, reallocate part or all of any remaining HOME funds to

another eligible HOME program or project. Such action constitutes final agency action under Chapter 120, F.S. and notification of such reallocation shall include notice of Subrecipient's rights to an administrative hearing.

(22) LOBBYING PROHIBITION. The Subrecipient certifies, by their signature to this Contract, that to the best of his or her knowledge and belief:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of the Corporation or any state agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the Corporation or any state agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative contracts) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(d) No funds or other resources received from the Corporation in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) LEGAL AUTHORIZATION. The Subrecipient certifies with respect to this Contract that it possesses the legal authority to receive the funds to be provided under this Contract and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract with all covenants and assurances contained herein. The Subrecipient also certifies that the undersigned possesses the authority to legally execute and bind Subrecipient to the terms of this Contract.

(24) FURTHER ASSURANCES OF SUBRECIPIENT. Subrecipient makes the following further assurances to the Corporation:

(a) No member of or delegate to Congress shall be admitted to any share or part of this Contract or to any benefit to arise from the same. No member, officer or employee of Subrecipient or its designees or agents, no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract. The Subrecipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the provisions stated above.

(b) It will comply with Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing in a manner to affirmatively further fair housing, and it will take action to affirmatively further fair housing in the financing of housing, and provision of brokerage services.

(c) It will comply with 24 CFR § 107, Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063;

(d) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties pursuant to Sections 112.313 and 112.3135, F.S. and 24 CFR § 92.356.

(e) It will comply with the Anti-kickback (Copeland) Act of 1934, 18 U.S.C. § 874 and 40 U.S.C. § 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

(f) It will comply with the Hatch Act, 5 CFR § 151, which limits the political activity of employees.

(g) It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's List of Violating Facilities, and it will notify the Corporation of the receipt of any communication from the Director of the E.P.A. Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the E.P.A.

(h) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, complete and properly document an Environmental Review Record for each activity. The Subrecipient will complete a compliance determination analysis using the Environmental Statutory Checklist (Attachment K), pursuant to 24 CFR § 58.5 and 58.6.

(i) It will comply with the Cost-Effective Energy Conservation Standards contained in 24 CFR § 39.

(j) It will abide by the provisions of Section 116.111, F.S., pertaining to nepotism in its performance under this Contract.

[REMAINDER OF PAGE IS LEFT INTENTIONALLY BLANK]

**SIGNATURE PAGE FOR
HOME Again
SUBRECIPIENT CONTRACT**

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

LOCAL GOVERNMENT/PHA/NON-PROFIT NAME:

Lee County

By

Douglas St. Cerny

Printed Name

Chairman, Lee County Board of County
Title Commissioners

Date

59-6000702
Federal Tax I.D. Number

FLORIDA HOUSING FINANCE CORPORATION

By

Printed Name

Title

Date

Witness

Printed Name

Witness

Printed Name

Witness

Printed Name

Witness

Printed Name

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Title

Commissioners

Date

59-6000702

Federal Tax I.D. Number

FLORIDA HOUSING FINANCE CORPORATION

By _____

Printed Name

Title

Date

Witness

Printed Name

Witness

Printed Name

Witness

Printed Name

Witness

Printed Name

HOME Again
Subrecipient Contract

List of Attachments

- Attachment A Subrecipient Program Design and Budget
- Attachment B..... Promissory Note
- Attachment C..... Subordinate Mortgage
- Attachment DHomeowner Assistance Agreement
- Attachment E..... Homeowner File Completion Checklist
- Attachment F.....Monthly Report
- Attachment G Draw Request Form
- Attachment HHomeowner/Contractor Affidavit
- Attachment I..... Certificate of Incumbency
- Attachment J.....Minimum Rehabilitation Standards
- Attachment KEnvironmental Analysis and Procedures



HOME Again
FHFC Disaster Relief HOME Assistance Program

Florida Housing Finance Corporation
Mailing Address: 227 N. Bronough Street, Suite 5000
Tallahassee, FL 32301

Special Notation Symbols Used in the Application:
Attachment may be required. X Section does not apply to all applicants ! Significant Issue

The undersigned hereby makes application to Florida Housing Finance Corporation ("FHFC" or "the Corporation") for financial assistance, has read and understands the program guidelines, certifies that all information herein is true and correct to the best of their knowledge and belief and will only submit one Application per county to be served.

Submitted Application must have the original signature from a representative with authority to execute documents on the Applicant's behalf. Signatures in blue ink are preferred.

[Signature] Douglas St. Cerny, Chairman 02/23/2005
Applicant's Authorized Representative's Signature Representative's Printed Name, Title Date

1. APPLICANT INFORMATION

Provide the contact data for the Applicant's staff person who is responsible for application and contract administration. This contact cannot be the consultant or the end service provider.

A. APPLICANT CONTACT INFORMATION

Applicant Legal Name: Lee County Board of County Commissioners Phone: (239) 652-7930
Applicant Contact Name: Marsha Popkey Fax: (239) 652-7955
Applicant Mailing Address: 83 Pondella Rd. Ste. 1
City, State, ZIP: North Fort Myers, FL 33903 Email: MPopkey@leegov.com

If Applicant's "Physical Address" is different from the "Mailing Address," provide the physical address below:

Applicant Physical Address: Moving March 7, 2005 2440 Thompson St.
City, State, ZIP: Fort Myers, FL 33901

Applicant must complete Exhibit A - Certification of Applicant

Applicant must place their Program Design behind Tab 1.

B. APPLICANT LEGAL DESCRIPTION

Legal Form of Applicant is/will be a (check only one):

[X] Unit of Local Government [] Public Housing Authority
[] Nonprofit Corporation

Applicant is legally formed? [] No [X] Yes

If yes, the Taxpayer Identification # (TIN)

59-6000702

If Applicant is a Nonprofit Organization, the following items must be provided in order to complete this Application:

1). Exhibit B - Evidence of Nonprofit Organization included in this Application.

2). Place the following items behind Tab 2:


- a). Proof of Nonprofit status (i.e. IRS Determination letter or Nonprofit Articles of Incorporation).
- b). Letter of recommendation or reference from a unit of local government in the county to be served.
- c). Most recent audited financial statements or last three (3) years tax returns.

Other Designations (Mark all that apply.): Minority Business Enterprise (MBE) Woman Business Enterprise (WBE)
 Community Housing Development Organization (CHDO) as designated by FHFC

X If Applicant is a MBE and/or WBE, then Exhibit C – *Minority Business Enterprise / Women Business Enterprise Participation Certification Form* included in this Application will need to be completed by the Applicant.

Applicant is in good standing with the Secretary of State? No Yes N/A The State Filing # is: _____

C. APPLICANT DISCLOSURES

 If "Yes" is answered for any of items "1" through "5" below, then provide behind Tab 3 a thorough explanation of the circumstances and copies of correspondence regarding the status of this ruling from the authority that made this determination.

Has the Applicant:

- 1) Been delinquent on filing of any federal or state tax returns? No Yes
- 2) Received federal or state findings? No Yes
- 3) Been delinquent on federal or state debt? No Yes
- 4) Been debarred from HUD¹ or other federal programs? No Yes
- 5) Filed bankruptcy in the last 10 years? No Yes

2. LOCATION & JURISDICTION INFORMATION of the APPLICATION ACTIVITY

Local Jurisdiction Name: Lee County

Local Official with Jurisdiction over the Activity Site's Title: Douglas St. Cerny, Chairman

Local Official Name: Lee County Phone: (239) 652-7930

Mailing Address: 83 Pondella Ste 1, Fax: (239) 652-7955

City, State, ZIP: North Fort Myers, FL 33903 Entitlement Area? No Yes

! Only one county can be served per Application.

List the county in which the award will be used	Lee
---	-----

3. FUNDING REQUEST

A. PROGRAM FUNDS AND ELIGIBLE ACTIVITIES

The Applicant is applying for HOME funds for Disaster Relief HOME Assistance only and Administration.


B. FUNDING REQUEST

Complete the table below to describe this application's funding request.

	Requested Amount	Requested Funds are in the form of a:	
		Grant	Loan
HOME Activity Funds	\$ 300,000.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Amount of above to be used for HOME Administration Funds (up to 10% of Activity Funds)	\$ 30,000.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>

¹ It is the responsibility of the Applicant to contact HUD to ensure they have not been disbarred, as HUD does not always notify persons that they have been disbarred.

C. PROGRAM BUDGET


!  Applicants must complete the *FHFC Disaster Relief HOME Assistance Program Budget* form or provide a complete budget analysis behind Tab 4.

D. PREVIOUSLY AWARDED STATE AND FEDERAL FUNDING FOR HOUSING

Has this Applicant previously received FHFC funds? No Yes

Has this Applicant previously received non-FHFC federal funding? No Yes

Will this Applicant receive non-FHFC federal funding for costs described in this application? No Yes

 *If the answer to any of the above questions is "Yes," then include a funding description behind Tab 5 that at a minimum includes the source, amount, term and any associated rental restrictions. If the award was from FHFC, then the FHFC application number should also be provided.*

4. POPULATIONS SERVED

! Unless modified by FHFC, the target population to be served must be no greater than 80% AMI or below for the county in which the award is to be used. Appropriate restrictions shall be incorporated into the funding contract and/or commitment.

A. PROPOSED LOW INCOME UNITS TO BE ASSISTED

Enter the proposed number of Low Income Households to be served.

Total number of units assisted by the Program	15
---	----

B. RELOCATION

Is temporary relocation of a current occupant(s) anticipated during the rehabilitation on period? No Yes

Is permanent relocation of a current occupant(s) anticipated during or after the rehabilitation period? No Yes


 If the answer to either of the previous two questions is "Yes," then a relocation plan must be provided behind Tab 6.

EXHIBIT A - CERTIFICATION OF APPLICANT

This certification must be signed and filed by persons who are authorized to execute the HOME contract.

I hereby apply to Florida Housing Finance Corporation for approval to participate in this Application activity as the Applicant. I certify that all statements made by me in the "Participants in the Application Information" section of the Application and related exhibits are true, complete and correct and are made in good faith. I further certify that:

- (1) I have read all applicable Corporation rules and have read the guidelines related to this Application and will abide by all applicable Florida Statutes and administrative rules, including Chapter 420, Florida Statutes and Rule Chapter 67-50, Florida Administrative Code. With respect to the HOME program, I have read, understand and will comply with 24 CFR Part 92, as amended and all related federal regulations.
- (2) I certify that I have not been determined ineligible for funding or allocation by the Corporation Board or Directors pursuant to a proceeding conducted pursuant to Section 120.569 and 120.57 Florida Statutes or as a result of a finding by a court of competent jurisdiction within the past two years for any of the following:
 - (a) Engaging in fraudulent actions;
 - (b) Materially misrepresenting information to the Corporation regarding any of its Developments within the current Application or in any previous application for financing or an allocation or Housing Credits administered by the Corporation;
 - (c) Been convicted of fraud, theft or misappropriation of funds;
 - (d) Been excluded from federal or Florida procurement programs; or
 - (e) Been convicted of a felony.
- (3) I certify to the best of my knowledge that there are no existing developments participating in Corporation programs that remain in non-compliance with the Code, applicable rule chapter, or applicable loan documents and for which any applicable cure period granted for correcting such non-compliance has ended.
- (4) I certify that I am knowledgeable of all federal, state and local requirements and the requirements of the Federal Fair Housing Act as implemented by 24 CFR 100, Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities act of 1990 as implemented by 28 CFR 35, incorporating the most recent amendments and other legislation, regulations, rules and other related requirements which apply or could apply to the rehabilitation activity.
- (5) I certify that I have the required experience necessary to participate in the HOME Again program and have completed at least twenty (20) single-family rehabilitation projects or at least fifty (50) new home construction projects.

Douglas St Cerny
Signature of Applicant

Douglas St Cerny
Name (typed or printed)

Chairman
Title (typed or printed)

Lisa L. Pierce
Signature of Witness

Lisa L. Pierce
Name (typed or printed)
APPROVED AS TO FORM

Ardrea B. Juser
OFFICE OF COUNTY ATTORNEY

List the "Applicant Legal Name" followed by the "Program Code" for each current or pending Corporation application in which this entity is an Applicant. Use the following program codes: HOME Single Family = HSF, HOME Rental = HR, Low Income Housing Tax Credit = HC, State Apartment Incentive Loan (SAIL) = S, Multifamily Mortgage Revenue Bonds = MMRB, Predevelopment Loan = PLP, Elderly Housing Community Loan Fund (EHCL) = E, Demonstration Loan = DEMO, Guarantee = G _____

HOME Again Recovery Program

Program Design

Lee County Board of County Commissioners, (BOCC), is applying for HOME Again funds to be utilized in Lee County for housing rehabilitation and replacement as a result of hurricane damage in 2004. Over 31,000 applicants applied for FEMA funds due to the extensive damages as a result of the high winds and deluge of rain. Lee County is a HUD CDBG entitlement community, a HOME Participating Jurisdiction, (PJ), and the recipient of SHIP funds. Lee County Community Development oversees the SHIP funds. All other entitlement funds are managed and operated by the Department of Human Services, (DHS). The McKinney homeless funds and the Homeless Coalition are also managed by DHS. It is the intent of the BOCC to operate the HOME Again funds through DHS in a similar fashion to the Rehabilitation Programs currently managed by DHS.

DHS has operated the rehabilitation programs with HOME and CDBG funds for approximately 20 years. Lee County became a PJ in 1993 and received funding for the last 12 years. In 2004, the County received a letter from HUD indicating that all activities met the eligibility requirements, and funds were expended to meet timeliness requirements. In addition, HUD congratulated DHS on the excellence of the rehabilitation program for exceeding the outcomes and operating a very successful housing rehabilitation program. DHS has worked in partnership with the Red Cross, United Way, Salvation Army and all the faith based organizations since the hurricane Charley hit Southwest Florida and is also coordinating the Long Term Recovery Committee, (LTRC). The LTRC is composed of representatives from United Way, Salvation Army, the Red Cross, local service providers, non-profit housing developers, (including Habitat), county representatives, FEMA representatives and many faith based organizations including Church World Organization. DHS will be working with volunteers from CRWRC Disaster Response Services (CRWRC) to complete a door-to-door and mailing survey to assess damage and update needs six months after the hurricane.

Key Personnel: Lee County DHS has over 20 years experience with rehabilitating properties and managing general contractors on construction projects. Last year DHS completed 72 rehabs, including 12 vacant and abandoned properties purchased from HUD and sold to low-income first time homebuyers. DHS also partnered in 2004 with Renaissance Manor, Lee County Housing Development Corporation, (LCHDC), and Southwest Florida Addiction Services, (SWFAS) to acquire and/or build supported housing.

Contract Management staff oversees the contracts in Lee County utilizing County, State, and Federal funds such as the Community Development Block Grant, HOME, and Supportive Housing Program. Since 1993, HOME funds have been awarded to local CHDO's to construct 105 homes. In 2004, Contracts managed 50 contracts with 27 organizations. Contract expenditures totaled \$8,820,834.

Karen Hawes, Director of DHS, has over 25 years experience in Human Services and in 2004 operated a budget of over 21 million dollars. Ms Hawes is responsible for oversight of the Fiscal and Contracts Management, Neighborhood Building, Family Self Sufficiency and Housing

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Services Programs, (HSP). Ms. Hawes represents the Florida Association of Counties on the Florida Council on Homelessness. Currently she is coordinating and writing the Lee County Human Services Community Strategic Plan. The Human Services Council was created at the request of Ms. Hawes by the Lee County Board of County Commissioners. This Council will assist the Department in developing the recommendations for the Community Strategic Plan. The Council is a collaborative effort including the Cities, business leaders, faith based groups, public safety, School District, Workforce Development, United Way and other philanthropic organizations.

Lee County has established a full time position for the LTRC coordination. Ms. Patricia Howell will be the Acting Long Term Recovery Coordinator. She will assist in the coordination of the needs assessment and analysis. She has been with DHS for five years, and was instrumental in establishing the Lee Education and Employment Program, which received the National Public Services Award in 2002.

Housing Services staff will have daily management of the HOME Again Project. Marsha Popkey, Housing Services Program Manager for DHS, has over 11 years experience in housing development. She is a graduate of the DTI Project Development Program and is currently taking classes in the FHFC core curriculum to become certified in Florida. Ms. Popkey has many years experience managing HUD grants, including homeless programs and operating 83 units of Shelter Plus Care. In addition, Ms. Popkey has managed projects to build or rehabilitate several permanent and transitional housing projects and developed the housing for five Alternative Living Facilities. Ms Popkey is responsible for the day-to-day operations performed by the HSP, including budget oversight and management of approximately \$4 million in federal and state funds for 2004-2005. These funds will be used for housing rehabilitation, development of supported housing and down-payment assistance. She currently supervises five housing staff, including two Rehabilitation Specialists and three Housing Finance Counselors.

Housing Rehabilitation Specialists develop the scope of work and specifications and bid packages for local contractors as outlined in Contractor Bid Selection Process, (see Scope of Work and Rehabilitation Flowchart Exhibit 1-A and 1-B) . Both Rehab Specialists are trained HQS inspectors, performing predevelopment and ongoing inspections to ensure work is being performed per codes and specifications developed prior to authorization of payments to contractors. (See job descriptions in Exhibit 1-C) The Housing Rehabilitation Specialists for DHS are Booker Haynes and Mark Brooks. Mr. Haynes has 11 years of housing rehabilitation and weatherization experience. Mr. Haynes has a degree in architecture and has managed construction projects on approximately 450 projects. He has extensive experience in working with local contractors and has certifications from the Department of Community Affairs in weatherization energy ranking. Mark Brooks has a degree in Environmental and Natural Resources and has 2 years experience as an environmental consultant. He has 11 years experience as a licensed general contractor and has completed over 1,000 residential rehabilitations. Mr. Brooks also was certified as a vocational education instructor, teaching high school students rehabilitation and building construction skills.

In addition to the two Rehabilitation Specialist, Ms Popkey supervises three Housing Finance Counselors, Debbie Curran, Francene Nash and Diane DeGuzman. Combined they have over 35

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years experience in loan application and approvals. Ms. Curran and Ms. Nash each have over 11 years experience with HOME and CDBG applications and disbursements and 10 years with SHIP applications. Staff is very experienced with both federal and state requirements for program compliance. They process over 225 applications annually. Housing Counselors assist applicants in completing the applications, handle purchase orders, issue Notices to Proceed to Contractors and process payment requests. (see job description 1-C)

The DHS Fiscal staff consists of 6 full-time employees. Barbara Hollis is the Fiscal Manager. Ms. Hollis has over 20 years of accounting experience. She currently manages an annual budget including federal, state and county funds of approximately \$20 million. Ms Hollis works with county budget, contract, finance, grant, human resource and purchasing personnel as well as internal and external auditors to ensure compliance with county policies and procedures and program requirements.

Damages and Needs

FEMA had over 32,000 registrants in Lee County as a result of hurricane damage. (see Exhibit 1-D for map and charts). There were three specific areas that will be given priority due to significant housing damage. These identified areas are Pine Island, North Fort Myers and Fort Myers Beach. The Needs Assessment will be completed by March 15, 2005 so funds will be expended based on the priorities identified in the assessment.

Marketing Plan

DHS will notify all members of the LTRC regarding the availability of funds. DHS will also post notices on the website, on the Neighborhood Bulletin Boards and United Way 211. Flyers will be developed by DHS and distributed by local service providers. DHS and Beacon of Hope, Pine Island are coordinating closely to meet the needs of those households impacted by the storms. Four churches collaborating to meet the needs of the Island residents established the Beacon of Hope. The Beacon has been operating very successfully for the last five months. DHS assists this group to meet the needs they have identified. Additionally, DHS works with 6 of the most blighted areas of the County through its Neighborhood Building Program. Each targeted neighborhood has established teams to identify the needs of their community. Two of these areas were greatly impacted by the storms. DHS will coordinate with the neighborhood leadership group to assist in meeting their needs.

Income Levels and Selection Criteria

Eligible homeowners will be at or below 80% of area median income. Applicants will contribute available FEMA and insurance funds towards the repair of the housing. Households below 50% of AMI will be eligible for up to \$20,000 of Home Again funds. Households between 51 and 80% will be eligible for up to \$10,000. Properties receiving rehabilitation will, at a minimum, be brought into compliance with HUD Housing Quality Standards and all work performed will be completed to local codes. All major and moderate housing rehabilitation shall first be reviewed for program applicant qualification to receive a deferred payment loan (DPL) (as specified in recapture criteria in the HOME Again Program Guidelines) through LCDHS for the

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rehabilitation costs. Applicants must be able to show proof that all mortgages, property taxes and special assessments are current. Properties must not have outstanding liens or encumbrances which when added to the cost of the rehabilitation, result in the estimated loan-to-value ratio exceeding 105% of the estimated after-rehabilitation value. The Director of DHS or the Housing Services Program Manager will make exceptions made on a case-by-case basis. A copy of the Application, the Application Procedure and the Household Income Qualification Procedures are attached in Exhibit 1E.

Damage Assessment and Scope of Work

DHS will utilize the information from the door-to-door needs assessment. Performed by the volunteers from CRWRC disaster Response Services. The information from the CRWRC database and establish a holistic recovery plan. Community based agencies, Senior Solutions, Salvation Army and DHS Family Self Sufficiency Program are part of the community resource team to evaluate the needs of the residents. The housing repair will be completed by licensed faith based volunteers or paid licensed contractors. Materials needed and follow up will be performed by the Housing Rehabilitation Specialists. The initial damage assessment and the scope of work will be established by the Housing Rehabilitation Specialists, and or designated contractor estimators.. The scope of work will also include estimates of construction costs. The priority will be health and safety issues and rehabilitation necessary for housing to meet HQS standards.

Contractor Bidding Process

Lee County DHS partnered with local contractors for approximately 15 years to complete owner-occupied rehabilitations. The Rehab Process flowchart and detailed description of the Bidding Process is located in Exhibit 1-B. This process meets with all County Policies and Procedures and HUD requirements.

Lee County is currently working to develop a program to coordinate the volunteer labor that is available through the faith-based and contractors' organizations. Lee County DHS acquired 4 homes as part of it's Acquisition/Rehab/Resale Program which provides rehabilitated homes to low income and disabled homebuyers. These homes will be used to house the volunteers coordinating the community needs assessment and the home repairs. Recently, the DHS HSP coordinated three groups of volunteers to rehabilitate the four homes prior to the volunteers arrival to complete the assessment in early March. Salvation Army, Habitat for Humanity and St. Vincent De Paul will be providing household furnishings to make the volunteers comfortable while performing work in our community. This collaboration is part of the ongoing commitment in Lee County to act as partners in the recovery of our residents.

United Way received funding for a Long Term Recovery Coordinator that will work in Lee, Hendry and Glades Counties. DHS will provide office space for the coordinator while they are working in Lee County. The Coordinator work very closely with the DHS Rehab Specialists to coordinate work by volunteers. The intent is to utilize qualified volunteer labor to ensure optimum use of funding, however, it is still unclear how extensive the volunteer labor force will

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be. DHS is also discussing a possible partnership with other non-profit housing developers, including Habitat for Humanity.

Other Funding Sources

HOME Again funds may be supplemented with other federal, state and local funds as available, on a first come, first ready basis. DHS may combine HOME Again funds with available CDBG rehabilitation funding, if available. In addition, DHS will be applying for additional CDBG hurricane funding. Community Development will be applying for SHIP funding to provide additional funding for hurricane recovery. Additional funds will be made available as awarded.

Timetable for Expenditures

Applications will be issued to local agencies and households identified in the needs assessment within 30 days of notification of award. Priorities identified by the needs assessment will be reviewed and processed within 120 days of the award. All funds will be expended within 18 months of the award. DHS will spend at least 50% of funds within the first 12 months. Since DHS completed 72 rehabilitations in 2004, it is reasonable to expect to complete 10 of the 15 units within the first 12 months. DHS will use the HOME Again 10% allowable administration to hire temporary staff to assist in the project delivery administrative fees to hire temporary staff to assist in project delivery for the recovery process. All other administrative salaries will be paid by Lee County.

Manufactured Homes

May be eligible for assistance through CDBG funding if the unit is structurally sound and following factors are present:

- The unit is on a permanent foundation per SBCCI and local codes
- The utility hookups are permanent
- The unit is designed for use as a permanent residence
- The unit can also meet the Section 8 Housing Quality Standards for Manufactured Homes set forth in 24 CFR 882.109(o).

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Attachment A

Subrecipient Program Design
and
Budget

Attachment B
Promissory Note

County: _____
 County AMI: _____
 Borrower's Income: _____

PROMISSORY NOTE
FLORIDA HOUSING FINANCE CORPORATION
HOME AGAIN DISASTER RELIEF HOME ASSISTANCE PROGRAM
(HOME LOAN)

_____, _____ Date Loan Amount \$ _____ (Principal)

Property Street Address	City	State	Zip Code
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1. BORROWER'S PROMISE TO PAY

I/We, the Borrower/Mortgagor, promise to pay _____ 0/100THs Dollars (\$ _____) (this amount will be called "principal") to the order of the FLORIDA HOUSING FINANCE CORPORATION, whose address is 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329 (the "Lender"), or to any other legal holder of the Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

2. INTEREST

As long as I am not in default, the interest on this Note shall be zero percent (0%) per annum; however, if I fail to pay this Note as required, interest shall be due on the unpaid principal balance at the rate of twelve percent (12%) per annum from the date when payment of this Note was due until I pay it in full.

3. PAYMENTS

I, the Borrower, understand that principal payments shall be deferred until the first to occur of the following events: (a) I sell, transfer or dispose of the Property or Home either voluntarily or involuntarily; (b) I fail or cease to occupy the Home as a principal residence; (c) I, or surviving spouse, dies; or (d) I refinance the first mortgage loan at which time the remaining principle balance is due, unless the Note Holder agrees to a one-time only subordination as detailed in the Mortgage. If my income at the time the Mortgage and Note was executed was at or below fifty percent (50%) of the county's median income, I am eligible for fifty percent (50%) of the principal amount to be forgiven at a rate of ten percent (10%) per year over a period of five years. Upon the first to occur of any of the conditions in said paragraph, repayment of this note will be based on the principal balance after the provisions above are applied.

4. BORROWER'S PAYMENT BEFORE PAYMENT IS DUE

I have the right to make payment, in full, on this Note at any time before it is due. This payment is known as a "full prepayment." No partial prepayments can be made at any time on the principal of the loan. When I make a full prepayment, I will tell the Note Holder in a letter that I am doing so.

5. **BORROWER'S FAILURE TO PAY AS REQUIRED**

(A) **Default** – If I do not pay the full amount as required in Section 3 above, I will be in default. If I am in default, the Note Holder may bring about any actions not prohibited by applicable law and require me to pay the Note Holder's costs and expenses as described in (B) below.

(B) **Payment of Note Holder's Costs and Expense** – If the Note Holder takes such actions as described above, the Note Holder will have the right to be paid back for all of its costs and expenses, including but not limited to reasonable attorney's fees, whether incurred by the Note Holder before filing suit, at trial or an appeal.

6. **THIS NOTE SECURED BY A MORTGAGE**

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note. This Note and the Mortgage are non-assumable.

7. **BORROWER'S WAIVERS**

I waive my rights that require the Note Holder to do certain things. Those things are (a) to demand payment of amount due (known as "presentment"); (b) to give notice that amounts due have not been paid (known as "notice of dishonor"); (c) to obtain an official certification of nonpayment (known as a "protest"). Any co-signer, guarantor, surety or endorser who agrees to keep the promises I have made in the Note, by signing this Note or by executing a separate agreement to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else waives these rights.

8. **GIVING OF NOTICES**

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified or registered mail, postage prepaid, addressed to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice in writing of my different address.

Any notices that must be given to the Note Holder under this Note will be given by mailing it by certified or registered mail, postage prepaid, to the Note Holder at the Lender's address stated in Section 1 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. **RESPONSIBILITY OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together and may enforce its rights under this Note against all of us together and may enforce its rights against any of us in any order. This means that any one of us may be required to pay all of the amounts owed under this Note.

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NOTICE TO BORROWER
DO NOT SIGN THIS NOTICE IF IT CONTAINS BLANK SPACES.
ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

BORROWER

BORROWER

BORROWER

BORROWER

(SIGN ORIGINAL ONLY)

Attachment C

Subordinate Mortgage

This instrument was prepared by:

County: _____
Borrower's income: _____
County's AMI: _____
*Section should be completed by Administrator

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Agreement") is made on this _____ day of _____, _____. The grantor is _____, (herein "Borrower/Mortgagor") whose address is _____. This Security Instrument is given to the Florida Housing Finance Corporation, a public corporation, whose address is 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329 (herein "Lender/Mortgagee"). Borrower owes Lender the principal sum of _____ Dollars (U.S. \$ _____). This debt is evidenced by the Borrower's note ("Note") dated the same date as this Security Instrument.

The Note provides that payment shall be deferred until the first to occur of the following events: (a) Borrower sells, transfers or disposes of the Property or Home either voluntarily or involuntarily; (b) the Borrower fails or ceases to occupy the Home as a principal residence; (c) the Borrower, or if the Borrower is married, the survivor of the Borrower or the Borrower's spouse, dies; or (d) the Borrower refinances the first mortgage loan at which time the remaining principle balance is due unless the Mortgagee agrees to a one-time only subordination as outlined in Paragraph 19 of this Mortgage. If the Borrower has an income level at or below fifty percent (50%) of the County's area median income (AMI) in which the home is located at the time the Mortgage and Note are executed, fifty percent (50%) of the Loan may be forgiven at a rate of ten percent (10%) per year over a period of five (5) years. Upon the first to occur of any of the conditions mentioned above, repayment for Borrowers at or below fifty percent (50%) AMI will be prorated on a monthly basis, giving the Borrower the benefit of the entire month in which a payoff of the Mortgage is quoted.

The loan evidenced by the Note and secured by this Security Instrument (the "Loan") is being made pursuant to Title II, the Cranston-Gonzalez National Affordable Housing Act, Public Law No. 101-625, 104 Stat. 4079 (1990), 24 CFR. Part 92 (the "Home Program").

TO SECURE to Mortgagee the repayment of the indebtedness evidenced by the Note, the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described property located in the County of _____, State of Florida (insert legal description):

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the

property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property" or "Home."

MORTGAGOR COVENANTS, represents and warrants to Mortgagee and its successors and assigns that Mortgagor is indefeasibly seized of the estate hereby conveyed in fee simple; has full right to mortgage, grant and convey the Property; and that the Property is unencumbered, except for other encumbrances of record. Mortgagor warrants title to the Property and will defend same against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS that if Mortgagor shall pay to Mortgagee, all sums due or to become due under the Note or this Mortgage and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of the Note and of this mortgage, and shall pay all taxes that may accrue on the Property and all costs and expenses that Mortgagee, may be put to in collecting the Note in foreclosure of this Mortgage or otherwise, including costs and reasonable attorney's fee, then this Mortgage and the estate hereby created shall cease and be null and void.

MORTGAGOR FURTHER COVENANTS and agrees with Mortgagee as follows:

1. **Payment.** Mortgagor shall promptly pay when due the principal amount evidenced by the Note and all other sums of money payable by virtue of the Note or this Mortgage.
2. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Mortgagor shall perform all of Mortgagor's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which have attained or may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
3. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require. The insurance carrier providing the insurance shall be chosen by the Mortgagor subject to approval by Mortgagee; **provided**, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of, and in a form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, subject to the terms of any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and to the Mortgagee. Mortgagee may make proof of loss if not made promptly by the Mortgagor. If the Property is abandoned by the Mortgagor, or if the Mortgagor fails to respond to Mortgagee within thirty (30) days from the date notice is mailed by Mortgagee to the Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.
4. **Preservation and Maintenance of Property; Leaseholds; Condominiums, Planned Unit Developments.** Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent any other documents.
5. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, then Mortgagee, at Mortgagee's option, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Mortgagee's interest in the Property. If Mortgagor is required to maintain mortgage

insurance as a condition of this Mortgage or any other mortgage or deed of trust, Mortgagor 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 Mortgagor's written agreement or applicable law. Any amounts disbursed by Mortgagee pursuant to this paragraph, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree otherwise, such amounts shall be payable upon demand. Nothing contained in this paragraph 7 shall require Mortgagee to incur any expense or take any action hereunder.

6. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property upon reasonable notice to Mortgagor.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation to the extent of the unpaid balance of all sums due or to become due under the Note or this Mortgage, are hereby assigned and shall be paid to Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

8. Mortgagor Not Released; Forbearance by Mortgagee Not a Waiver. No extension of the time for payment or modification of the terms or conditions of the Note or this Mortgage granted to Mortgagor shall operate or release Mortgagor, in any manner, from liability under the Note or this Mortgage. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements and references to Mortgagor and Mortgagee herein contained shall bind, and the rights hereunder shall inure to, their respective heirs, successors and assigns, subject to the provisions of paragraph 14 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Note is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the property to Mortgagee under the terms of this Mortgage; is not personally liable on the Note or under this Mortgage; agrees that Mortgagee and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property. This Mortgage and the Note secured thereby are non-assumable, except as may be provided in paragraph 14 hereof.

10. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice to the Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail at the Property Address or at such other address as Mortgagor may designate by notice to the Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, to the address stated herein with a copy to Florida Housing Finance Corporation, HOME Investment Partnerships Program, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, or to such other address as Mortgagee may designate by notice to the Mortgagor as provided herein.

11. Governing Law; Severability; Costs. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. **Mortgagor's Copy.** Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

13. **Rehabilitation Loan Agreement.** Mortgagor shall fulfill all of Mortgagor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which is entered into with Mortgagee. At Mortgagee's option, Mortgagor shall execute and deliver to Mortgagee, in a form acceptable to Mortgagee, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. **Transfer of the Property.** If all or 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 the Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if a prior mortgage is refinanced, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable. Provided, however, a transfer to person who is an heir or devisee of Mortgagor, upon the death of Mortgagor, shall be permissible provided that the Note and this Mortgage are not then in default and that said person: (a) occupies the Property as their principal place of residence; (b) qualifies under the income eligibility requirements set forth in Rule 67-50, F.A.C. and 24 CFR Part 92; and (c) executes such documents (including without imitation an agreement assuming the obligations under the Note and this Mortgage) and pays such fees and charges as Mortgagee may reasonably require. Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Paragraph (10) hereof within which Mortgagor must pay all sums secured by this Mortgage. If said sums are not paid in full prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand.

15. **Acceleration; Remedies.** Except as provided in Paragraph 16 hereof, upon the Mortgagor's breach of any covenant or agreement of the Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Mortgagor shall have made a material misrepresentation or material omission in Mortgagor's application for the loan evidenced by the Note, Mortgagee, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of this Mortgage, Mortgagee shall give notice to Mortgagor as provided in Paragraph (10) hereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor acceleration and foreclosure. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

16. **Mortgagor's Right to Reinstate.** Notwithstanding the acceleration of the sums secured by this Mortgage due to the Mortgagor's breach, the Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, and in enforcing Mortgagee's remedies as provided in Paragraph (15) hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Property and the Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured shall hereby remain in full force and effect as if no acceleration had occurred.

17. **Assignment of Revenues; Appointment of Receiver.** As additional security hereunder, Mortgagor hereby assigns to Mortgagee the revenues of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph (15) hereof or abandonment of the Property, have the right to collect and retain such revenues as they become due and payable. Upon acceleration under Paragraph 15 hereof or abandonment of the Property, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the revenues of the Property including those past due. All revenues collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and the reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those revenues actually received.

18. **Release.** Upon payment of all sums secured by this Mortgage, Mortgagee shall prepare a written satisfaction of this Mortgage.

19. **Subordination.** Lender and Borrower acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage, or for any other purpose expressly permitted by the First Mortgage or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. However, if the Property undergoes a refinancing, the Mortgagee reserves the right to review any information relative to the new loan and determine whether the Mortgagee's lien position remains secure. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. For purposes of this program, the Mortgagee, in its sole discretion may choose to take a further subordinated lien position other than what is contemplated under this paragraph herein if current liens on said Property existed prior to mortgaging the Property under this program. In the event of a foreclosure or deed in lieu of foreclosure of the First Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall terminate at the discretion of the Lender upon the Senior Lien Holder's acquisition of title, such termination will not be unreasonably withheld provided that (i) the Lender has been given written notice of a default under the First Mortgage, (ii) the Lender shall not have cured the default under the First Mortgage within the 30-day period provided in such notice sent to the Lender, and (iii) there is not sufficient equity in the Property to satisfy the senior lien (assuming reasonable costs) and the lien of this HOME loan.

20. **Attorneys' Fees.** As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

21. **Special Home Investment Partnerships Program Covenants, Warrants and Representations.** Mortgagor covenants, represents and warrants to Mortgagee that: (a) the Mortgagor, along with his/her/their family, will occupy the Property as their principal residence; (b) the Property is a single-family residence and is an eligible homeownership activity under Rule 67-50, F.A.C. and 24 CFR Part 92; and (c) Mortgagor's total family income at the time of its application for the Loan was no greater than eighty percent (80%) of the local area median income, so that Mortgagor is a Very Low-Income Person within the meaning of Rule 67-50, F.A.C. and 24 CFR Part 92.

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER
SUPERIOR MORTGAGES OR DEEDS OF TRUST.**

Mortgagee requests the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice, at Mortgagee's address set forth on page one of this Mortgage of any default under the superior encumbrance and of any sale or other foreclosure action.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the date first above written.

NOTICE TO MORTGAGOR
DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES.
ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

Signed, sealed in the presence of and delivered:

Printed Name of Witness

Printed Name of Witness

Printed Name of Witness

Printed Name of Witness

Printed Name of Mortgagor

Printed Name of Mortgagor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
_____, by _____, Mortgagor. Said person is personally known to me or
has produced a valid driver's license as identification.

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

Attachment D

Homeowner Assistance Agreement



we make housing affordable

HOME Again
FHFC Disaster Relief HOME Assistance Program
Florida Housing Finance Corporation
Mailing Address: 227 N. Bronough Street, Suite 5000
Tallahassee, FL 32301

HOMEOWNER ASSISTANCE AGREEMENT

DATE: _____

HOMEOWNER(S):

PROPERTY ADDRESS:

THIS AGREEMENT is entered into this _____ day of _____, _____ by and between _____ (herein after referred to as the "Subrecipient"), acting as an agent for the Florida Housing Finance Corporation, a Corporation and instrumentality of the State of Florida, (hereinafter referred to as "the Corporation"), and _____ (hereinafter referred to as the "Homeowner").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the State of Florida has been designated by the United States Department of Housing and Urban Development (HUD) as a participating jurisdiction for the receipt and use of funds as provided by the HOME Investment Partnerships Program ("HOME") as provided in HUD regulations, 24 CFR § 92; and

B. WHEREAS, the Corporation has been designated by the State of Florida as the allocating authority for HOME funds; and

C. WHEREAS, Section 420.5089, F.S. requires that the Corporation make loans in the administration of the HOME program; and

D. WHEREAS, the Corporation has agreed to use the HOME funds to assist with the financing of the rehabilitation / reconstruction of homes that meet the requirements as set forth in HUD regulations, 24 CFR § 92 as amended by HUD, and the Corporation's rehabilitation program, HOME Again – FHFC Disaster Relief HOME Assistance Program ("HOME Again"), pursuant to Rule Chapter 67-50.105, F.A.C.; and

E. WHEREAS, the Subrecipient, as evidenced by a signed HOME Again Subrecipient Contract, is acting in the capacity of an agent for the Corporation in the administration of the Corporation's HOME Again Program.

NOW, THEREFORE, the Subrecipient and the Homeowner do mutually agree with the following:

(1) FORM OF ASSISTANCE

(a) HOME funds shall be used as a non-amortizing, zero percent (0%) interest rate, deferred principal payment loan in the amount of \$_____ (minimum of \$1,000, maximum of \$50,000) to assist with one of the following: (choose one)

- _____ Rehabilitation of an owner-occupied home;
- _____ Reconstruction of a home on an existing site;
- _____ Rehabilitation / Reconstruction of a manufactured home
- _____ New Construction / Acquisition (extant unsafe condition required)

(b) Homeowners whose income is at fifty percent (50%) Area Median Income (AMI) and below, as defined by HUD, are eligible for fifty percent (50%) of the HOME loan to be forgivable at a rate of ten percent (10%) per year for five (5) years, prorated monthly.

- _____ Homeowner's income is at 50% AMI or below and is eligible for the forgivable terms.
- _____ Homeowner's income is above 50% AMI and is not eligible for the forgivable terms.

(2) USE OF FUNDS

The HOME funds shall be used to finance rehabilitation/reconstruction of single family dwellings under the Corporation's HOME Again Program.

(3) REPAYMENT / RECAPTURE

The HOME loan is required to be repaid with the first to occur of the following: (1) Homeowner sells, transfers or disposes of the assisted unit (either by sale, transfer, bankruptcy or foreclosure, etc.); (2) the Homeowner no longer occupies the home as their principal residence; (3) the Homeowner dies, or if a married couple, the survivor dies; or (4) the Homeowner refinances the first mortgage loan at which time the remaining principle balance is due unless the Corporation agrees to a one time only subordination.

(4) PROJECT REQUIREMENT

The Subrecipient and the Homeowner agree to comply with the following project requirements as set forth in HUD regulations, 24 CFR § 92 Subpart F:

(a) The Homeowner has certified that the property shall be their principal residence and that at the time of application and approval their annual income does not exceed eighty percent (80%) AMI, as determined by HUD with adjustments for family size.

_____ County Area Median Income (adjusted for family size)
_____ Percentage (%) AMI Level of Homeowner
_____ Homeowner's Income

(b) The property is located in _____ [City, County] and will have an after-rehabilitation or reconstruction appraised value equal to or less than ninety-five percent (95%) median sales price of the area. The Subrecipient has reviewed the household income and the property value requirements in accordance with HOME Program requirements and has approved this project eligible for funding.

(c) The Homeowner must maintain the property for the life of the loan including payment of property taxes, homeowner's insurance and flood insurance, if applicable. The Corporation must be named as an additional insured on all of the homeowner's insurance policies.

(5) HOUSING AND QUALITY STANDARDS

The property, after rehabilitation / reconstruction, must meet Florida Housing's Minimum Rehabilitation Standards, Section 8 Housing Quality Standards (HQS) or the local or Florida Building Code (latest edition), whichever is more stringent. The Subrecipient shall verify the property has met the housing and quality standards as evidenced by an issuance of a Certificate of Occupancy upon final inspection of the rehabilitation / reconstruction.

(6) OTHER PROGRAM REQUIREMENTS

The Homeowner and the HOME assisted unit must comply with the following, as applicable:

(a) 24 CFR § 92;

(b) Chapter 67-50.060(12), F.A.C.;

(c) Lead-based Paint requirements as enumerated in 24 CFR § 92.355, 42 U.S.C. 4821 et seq., 24 CFR § 35 and 24 CFR § 982.401(j) (except paragraph 982.401(j)(1)(i)), which are adopted and incorporated herein by reference; and

(d) Flood Insurance requirements as enumerated in Section 202 of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), which is adopted and incorporated herein by reference.

(7) REQUESTS FOR DISBURSEMENT OF FUNDS

The Homeowner agrees that HOME funds shall only be used for eligible HOME Again activities. The Homeowner also agrees that any work done by a contractor in performance of this Agreement shall be done pursuant to a written contract.

The HOME funds shall be held by the Corporation for disbursement as the work progresses. All requests shall be made in the form of an invoice or bill and must be approved by the Homeowner. The Homeowner and the contractor will be required to sign a Homeowner/Contractor Affidavit, attached as Exhibit A, and submit to the Subrecipient along with any invoices or bills. The Subrecipient shall inspect and approve the work prior to approving and submitting a payment request to the Corporation.

Upon receipt of the contractor's proper mechanic's lien waiver, if applicable, the Subrecipient shall request a final draw from the Corporation. If there are funds remaining after all the work has been completed, inspected and accepted and all soft costs paid in full, the Corporation shall adjust the amount of the loan and de-obligate the remaining funds. The Homeowner will receive documentation of outstanding loan balance.

(8) ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and shall be secured by a Mortgage on the property. Failure by the Homeowner to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal actions shall be taken.

(9) DURATION OF THE AGREEMENT

This Agreement shall be in effect for a term which shall run until the first to occur of the events as noted in Section 3.

(10) OTHER PROVISIONS

No discrimination against any person or group of persons by the parties on account of race, sex, creed, color or national origin shall be made in performance of this Agreement.

Nothing contained in this Agreement or any act of the Subrecipient or the Homeowner shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the Subrecipient.

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by the undersigned as duly authorized.

HOMEOWNER(S)

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

Date: _____

SUBRECIPIENT

Name: _____

Signature: _____

Printed Name and Title: _____

Date: _____

Attachment E

Homeowner File Completion Checklist



HOME Again
FHFC Disaster Relief HOME Assistance Program
HOMEOWNER FILE COMPLETION CHECKLIST

FHFC # / Applicant Name:	
Homeowner Name:	
Homeowner Address:	
File Prepared By:	
Contact Phone Number:	
Completion Date:	

DOCUMENTS	√	COMMENTS
UNDERWRITING AND APPLICATION PROCESSING DOCUMENTS:		
FHFC Homeowner File Set-Up Checklist		
HUD Project Set Up Form		
Application form; authorization to release information		
Source documentation and calculation of income		
Current Income Limit Chart		
Documentation of principal residence		
Documentation of ownership		
Project Activity Tracking Log		
Privacy Statement and Notification / Acknowledgement of Receipt Form		
Uniform Loan Application / Loan Transmittal Summary (Form 1003), If applicable		
LEGAL AND FINANCIAL DOCUMENTS:		
Documentation of all costs and compliance with subsidy limits		

HOME Again Homeowner Assistance Agreement		
HOME Again Promissory Note		
HOME Again Second Mortgage (Recorded Original)		
Copy of Recorded First Mortgage (if applicable)		
HUD-1 Settlement Statement		
Title Insurance Policy (with Florida Housing as additional insured)		
Property Insurance (with Florida Housing as additional insured)		
Flood insurance, if applicable (with Florida Housing as additional insured)		
CONSTRUCTION MANAGEMENT:		
Lead hazard risk assessment or other lead hazard evaluation; lead hazard evaluation and reduction notices to occupant		
Property inspection checklists to determine compliance with local codes and written rehabilitation standards		
FHFC Environmental Review Checklist		
Relocation notices; documentation of assistance		
Budget and scope of work		
Documentation of after-rehabilitation property value		
Bid documents; bid analysis		
Contractor Certification		
Contract for construction work		
Pre-construction conference report		
Notice to proceed, if applicable		
Change orders, if applicable		
Ongoing and final inspection reports; building code compliance inspections		
Payment records and lien releases		

Warranties and guarantees		
On-site monitoring of construction work performed		
Certificate of Occupancy		
HUD Project Completion Report		

Florida Housing File Review:

Signature

Date

Attachment F
Monthly Report



we make housing affordable

HOME Again
FHFC Disaster Relief HOME Assistance
Program

Florida Housing Finance Corporation
Mailing Address: 227 N. Bronough Street, Suite 5000
Tallahassee, FL 32301

Monthly Report

Month _____ County _____ Year _____

Applicant Name _____

Application Number _____ Construction Start Date _____

Homes Committed to _____

Funds Committed \$ _____

Homes under Construction _____

Homes Completed _____

\$ _____ HOME Again Funds Awarded

\$ _____ Total Drawn to Date

\$ _____ Balance

Comments:

Note: Attach a Project Schedule if this is the first report for this project or if there has not been any progress in two months.

Attachment G
Draw Request Form



we make housing affordable

HOME Again
FHFC Disaster Relief HOME Assistance Program

Florida Housing Finance Corporation
Mailing Address: 227 N. Bronough Street, Suite 5000
Tallahassee, FL 32301
Phone (850) 488-4197
Fax (850) 922-7253

Draw Request Form

Subrecipient Name: _____ Date: _____

County: _____ Application Number: _____

\$ _____ Total amount of attached Homeowner/Contractor Affidavits

\$ _____ + Administrative Funds (up to 10% of above amount)

\$ _____ = Total Request

\$ _____ Balance of awarded funds remaining before this request

The funds should be sent ACH to the following account:

Name of Bank _____

Account Name _____

City, State _____

ABA# _____

ACH# _____

Account # _____

Special Instructions _____

The undersigned Subrecipient hereby certifies that the requested draw amount is true and correct. The provided documentation has been reviewed and approved. Documentation has been attached. Please disburse the requested amount.

Authorized Signature

Date

Please fax request to (850) 922-7253. If you have any questions, please call (850) 488-4197.

Attachment H

Homeowner/Contractor Affidavit



we make housing affordable

HOME Again
FHFC Disaster Relief HOME Assistance
Program

Florida Housing Finance Corporation
Mailing Address: 227 N. Bronough Street, Suite 5000
Tallahassee, FL 32301

Homeowner/Contractor Affidavit

Name of Homeowner

Loan Number (if applicable)

County

Contractor

This draw request is submitted for payment. I hereby certify that the completion of work has been done and all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Name of Firm

Contractor Signature

\$ _____
Amount

Date

Homeowner

I hereby certify that the contractor has completed the work described in the attached documentation. The undersigned further hereby authorizes the Subrecipient to disburse on my behalf directly to the contractor.

Homeowner Signature

Date

*** Please attach all documents to support requested amount.**

Attachment I

Certificate of Incumbency



we make housing affordable

HOME Again
FHFC Disaster Relief HOME Assistance Program

Florida Housing Finance Corporation
Mailing Address: 227 N. Bronough Street, Suite 5000
Tallahassee, FL 32301

Certificate of Incumbency

Subrecipient: Lee County Board of County Commissioners

Application Number: HA04-739

Date: March 22, 2005

The undersigned parties are all agents of the Subrecipient, and each of them has power and authority to sign draw requests related to the Florida Housing Finance Corporation ("the Corporation") HOME Again - FHFC Disaster Relief HOME Assistance Program ("HOME Again"). The said power and authority of each of the undersigned parties shall continue in full force and effect until written notice of revocation is received by the Corporation from a representative with authority to execute documents on the behalf of the Subrecipient. Each of these persons has been duly authorized and their genuine signatures are affixed opposite to their respective name:

Table with 2 columns: Name, Signature. Rows include Barbara Hollis and Debra Von Berg.

The Corporation will only honor draw requests that have been signed by one of the above individuals.

Douglas St. Cerny
Name of Subrecipient Authorized Representative

Date

Signature

Attachment J

Minimum Rehabilitation Standards



we make housing affordable

MINIMUM REHABILITATION STANDARDS

PURPOSE

The purpose of these standards is to protect the health, safety, and general welfare of homeowners by providing a reasonable set of provisions for the physical rehabilitation of dwelling units to be assisted through the HOME Rehabilitation Program.

All HOME-assisted units must meet local and state codes and standards, and at a minimum, HUD Section 8 Housing Quality Standards.

SCOPE

The provisions of these standards shall apply only to existing residential buildings or those which will be residential upon completion of rehabilitation.

These standards are intended for use as a supplement to applicable local codes and ordinances which regulate the design, construction, quality of materials, use and occupancy, location, and maintenance of buildings and structures.

Additions and alterations: The provisions in these standards shall not prohibit additions and alterations that meet the requirements of building codes and zoning ordinances for new construction.

Application of Local Codes and Ordinances:

Any repair, alteration, or replacement of structural elements or equipment in buildings, which may be required by the provisions of these standards, shall be done in accordance with the applicable selections of the Florida Building Code (latest edition) as well as local building, electrical, plumbing, or other applicable codes or ordinances. The provisions in these standards shall not permit the abridgement or violation of the zoning ordinance of the jurisdiction.

Rights Reserved by Florida Housing Finance Corporation:

Florida Housing Finance Corporation, hereinafter "the Corporation", reserves the right to, at any time, impose requirements in addition to those set forth herein or waive any of said requirements when the Corporation determines that doing so is in the best interest of the HOME Rehabilitation Program.

DEFINITIONS

Scope:

Unless otherwise expressly stated, the following terms shall, for the purpose of these standards have the meanings indicated.

General:

Terms not defined: Where terms are not defined under the provisions of the standards of the Florida Building Code (latest edition) or other locally adopted codes, the terms shall have their ordinarily accepted meanings or such as the context herein may imply.

Technical definitions: The appropriate definitions of the applicable codes and ordinances duly adopted by the jurisdiction and defined therein shall be used in the interpretation of these standards, except that the definitions of words or phrases contained in these standards shall be used in determining which code or ordinance, as defined in this article, is acceptable.

General Definitions:

Addition: An extension or increase in the floor area or height of a building or structure.

Alteration: A change or rearrangement in the structural parts, or in the exit facilities, of a building or structure.

Approved: As applied to a material, device, or mode of construction, means approved by the Corporation in accordance with the provisions of these standards, or by the authority designated by law to give approval of the matter in question.

Habitable Room: Conditioned space (heat and air conditioning) which included a living room, dining room, bedroom, kitchen, bathroom (if only one in the unit), or den.

Rehabilitation: Construction that includes the following categories:

1. Repairs to, or replacement of, present elements of any existing building, such as windows, stairs, flooring, wiring, plumbing, heating, etc.; or
2. Rearrangement of rooms, by the relocation of partitions of walls, or by the installation of new bathrooms or kitchens; or
3. The general replacement of the interior or portions of the interior of a building which may or may not include changes to structural elements such as floor systems, roof systems, columns, or load bearing interior or exterior walls.

SITE CONDITIONS

The site and neighborhood must be free of conditions which do not provide for a safe and healthy living environment.

Site Improvements:

The site improvements shall conform to the following requirements:

Exterior Grade: The exterior grade, adjoining footings, and basement walls shall be sloped so as to drain all surface water away from the building.

Drainage: In areas showing evidence of adverse ground water conditions, an approved method, as defined by a civil engineer, of correcting conditions shall be provided as part of the rehabilitation work.

Walkways: Hard surface walkways shall be provided for all-weather access from the street or other public open space to at least one (1) entrance to the building.

Surfacing: Parking and driveway areas shall be surfaced for all-weather access.

Utilities:

Water Supply: The building water supply distribution system shall be connected to an approved public or private water supply system that is sanitary and free from contamination.

Sanitary Drainage: The building sanitary drainage system shall be connected to an approved public or private sanitary disposal system (including a locally approved septic system).

Electrical: The building electrical system shall be connected to an approved source of electric power.

Fuel: The building fuel systems shall be connected to an approved supply source (bottled gas, natural gas, oil, electricity).

Space:

The Corporation anticipates that most rehabilitation will be undertaken using the existing configuration of the units; however, where possible, the Space Standards the Corporation suggests are as follows:

Dwelling Unit: At minimum, the dwelling unit must have a living room, a kitchen area and a bathroom. Every dwelling unit shall have at least one habitable room of not less than 120 square feet of floor area. The dwelling unit must provide adequate space and security for the occupant(s).

Sleeping Area: Every dwelling unit shall contain at least one room occupied for sleeping purposes for every two persons. For one occupant, the room occupied for sleeping purposes shall contain at least 70 square feet, and for two occupants, the room occupied for sleeping purposes shall contain at least 120 square feet. Children of opposite sex, other than the very young, may not occupy the same sleeping area.

Room Lighting: Room lighting shall be as required in the following provisions:

1. **Natural Light:** All habitable rooms and spaces shall be provided with aggregate glazing area of not less than eight (8%) of the floor area of such room or space.

Required glazed openings shall open directly to the outdoors, such as onto a street or alley, or into a yard or court located on the same lot as the building. Size of the opening shall conform to the Florida Building Code (latest edition) as well as local codes.

2. **Artificial Light:** All habitable or occupiable rooms and spaces shall be provided with artificial light by means of permanent electrical fixtures or convenience receptacles. The distribution of fixtures and/or outlets shall be so as to provide satisfactory illumination throughout all rooms and spaces. The living area and each bedroom must have, at least, the required number of outlets in proper working condition as per the Florida Building Code (latest edition) as well as local code requirements. Permanent overhead or wall mounted light fixtures may not count as one of the required outlets. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition.

Room Height: Habitable rooms shall have a ceiling height of not less than 7'6". In rooms having a sloping ceiling, the required ceiling height shall be provided over at least fifty percent (50%) of the room, and a portion of a habitable room having a ceiling height less than five (5) feet shall not be considered as contributing to the minimum required area.

Air Quality: The dwelling unit must be free from dangerous levels of carbon monoxide, sewer gas, dust and other harmful pollutants. There must be adequate air circulation for the dwelling unit.

Room Ventilation: Room ventilation shall be as required in the following provisions:

1. **Natural Ventilation:** Windows, doors, or other approved means of natural ventilation shall be provided, and be in proper working condition, in living room and each bedroom. An area of ventilating opening of forty-five percent (45%) of the minimum window area size shall be provided or as required by the Florida Building code (latest edition).
2. **Mechanical Ventilation of Habitable Rooms:** Mechanical ventilation may be provided in lieu of natural ventilation for bathroom and cooking areas as required under the Florida Building Code (latest edition).

3. **Cooking and Bathroom and Toilet Compartment:** These spaces shall be provided with mechanical ventilation that is directly vented outdoors as required under the Florida Building Code (latest edition).

Ventilation of Structural Spaces: Natural and/or mechanical ventilation of spaces such as attics, under floor areas and crawl spaces shall be provided as required to overcome dampness and to minimize the effect of conditions conducive to decay and deterioration of the structure.

Room Facilities: Each dwelling unit shall be provided with space necessary for storage, cooking, laundry, and sanitary facilities.

Kitchen Facilities:

1. The dwelling unit must have an oven, and a stove or range and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition.
2. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approved public or private system. Sink and all related plumbing shall be installed in accordance with the Florida Building Code (latest edition).
3. The dwelling unit must have space for storage, preparation and serving of food.
4. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities (e.g. garbage cans).
5. There must be a minimum of one receptacle at work surface which must be ground fault interruption (GFI) protected if within 6' of the sink, one non-GFI receptacle adjacent to the refrigerator, and one ceiling fixture. All electrical work shall conform the Florida Building Code (latest edition).

Bathroom Facilities: Bathroom facilities must be located in the unit, a separate and private room in nature and shall include the following:

1. **Water Closets:** Each dwelling unit shall contain a water closet supplied with running water in an enclosed area not less than thirty (30) inches in width not less than eight (18) inches clear space in front of the water closet therein and must be in proper working condition.
2. **Bathing:** Each dwelling unit shall contain a bathtub or shower with a supply of hot and cold running water in proper working condition.
3. **Lavatory:** Each dwelling unit shall contain a lavatory with a sink trap and a supply of hot and cold running water and must be in proper working condition. The lavatory shall be located in the same room as the water closet or immediately adjacent thereto.

4. A minimum of one GFI receptacle and one permanent wall or ceiling fixture.

All plumbing work shall be in accordance with the Florida Building Code (latest edition) as well as all local code requirements.

Room Arrangements: Access to all parts of a dwelling unit shall be possible without passing outside the dwelling unit, or passing through another dwelling unit.

A bathroom shall not be used as the only passageway to a habitable room, hall, basement, or dwelling unit.

A utility room, sleeping room, closet, or storage room shall not be used as the only passageway to a habitable room or to a dwelling unit.

Habitable rooms below grade: Habitable rooms below grade or partially below grade shall comply with all the requirements of these standards pertaining to habitable rooms.

MEANS OF EGRESS

Not less than one exit, sized in accordance with the Florida Building Code (latest edition), as provided herein shall be provided for each dwelling unit.

Every sleeping room shall have at least one operable window or exterior door approved for emergency egress or rescue, as per the Florida Building Code (latest edition). The window or exterior door must be operable from the inside to a full clear opening without the use of separate tools. Windows that are accessible from the outside, such as basement, first floor and fire escape windows must be lockable (such as window units with sash pins or sash locks and combination windows with latches). Exterior doors must be lockable. Where windows are provided as a means of egress or rescue they shall have a sill height in accordance with the Florida Building Code (latest edition) and have a minimum net clear opening in accordance with the Florida Building Code (latest edition). The minimum net clear opening dimension should be in accordance with the Florida Building Code (latest edition).

Each sleeping room or room with a required exit door that has security bars, grilles, grates or similar devices installed shall have at least one emergency escape and rescue opening as per the Florida Building Code (latest edition). Bars, grills, grates, or screens placed over windows must be releasable or removable from the inside without the use of a key, tool, or excessive force as per the Florida Building Code (latest edition).

FIRE RESISTANCE REQUIREMENTS

Dwelling-garage Separation: The common wall or floor-ceiling, if any, between a garage and a dwelling shall be protected as required by the Florida Building Code (latest edition) for new construction.

Smoke Detector:

Each dwelling unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each level of the unit including basement but excluding crawlspaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 or successor standards. It should be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system, designed for hearing-impaired persons, as specified in NFPA 74 or successor standards, in each bedroom occupied by a hearing-impaired person, connected to the smoke detector located in the hallway. Smoke detectors must be installed in accordance with local code requirements.

CONSTRUCTION

General Requirements:

All components of the building shall be in sound condition or shall be restored to a sound condition.

Roofs should be given particular attention in any inspection to be certain of the long term serviceability of the system. Roofs must be structurally sound and weather tight.

Provisions shall be made for roof drainage as required by applicable code or ordinance.

All exterior walls shall be weather tight. The surface of the exterior walls must not have any serious defects such as serious leaning, buckling, sagging, large holes or defects that may result in air infiltration or vermin infestation.

All new construction shall be in accordance with the Florida Building Code (latest edition).

Interior Finish:

Floors: Floors shall comply with the following provisions:

1. Floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts or other severe damage.
2. Floors of habitable or occupiable rooms in basements or cellars shall be surfaced or paved in an acceptable manner when in direct contact with the grade.
3. Floors in bathroom and water closet compartments and kitchens shall be impervious to water, and shall be constructed so as to permit the floor to be easily kept in a clean and sanitary condition. The floor finish shall be of a durable, waterproof, non-absorptive material such as asphalt, vinyl-plastic, rubber tile, ceramic tile, terrazzo, linoleum, concrete or other approved material.

4. Finish floors in habitable rooms or common spaces shall meet the requirements of the Florida Building Code (latest edition) for new construction.

Walls and Ceilings: Interior walls and ceilings shall conform to the following requirement:

1. Walls and ceilings must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts or other serious damage.
2. The finished surfaces shall not have excessive detrimental or unsightly irregularities or cracking.
3. The finish surfaces shall be waterproof and hard surfaced in areas of rooms or spaces subject to direct moisture contact, such as bath and shower areas. Kitchen and baths shall be painted or papered to provide a washable finish surface.
4. Existing interior finish surfaces containing any lead content shall be removed and replaced or covered with a lead-free material utilizing an approved lead-hazard reduction activity which uses safe work practices and clearance as required by Title X of the 1992 Housing and Community Development Act (24 CFR Part 35).

Doors and Openings: Interior doors and openings shall conform to the following requirements:

1. Doors and openings shall be six (6) feet with (8) inches minimum in height with minimum widths as shown in the following **Table 1**:

TABLE 1
MINIMUM DOOR WIDTHS

Room or Space	Minimum Door Width
Habitable or occupiable rooms	2 ft. 6 in.
Bathrooms, water closet compartments, storage closets (over 4 sq. ft. in area)	2 ft. 0 in.
Exit access or service stairs	2 ft. 0 in.
Exit doors	3 ft. 0 in.
Handicap unit doors	2 ft. 8 in. free opening

2. At least one (1) scuttle or access hatch to attic or crawl spaces shall be provided in a convenient location and shall have a minimum opening of eighteen by twenty-two (18 x 22) inches, except where permanent access is provided.

Stairways: All interior and exterior stairways must not present a danger of tripping and falling and shall conform to the requirements of the building code.

Chimneys: Chimneys, flues and vents shall be structurally safe, durable, smoke tight and capable of withstanding the action of the flue gases; or shall be restored to such a condition.

Extending Chimneys: Tops of chimneys and flues shall be extended sufficiently so as to provide proper draw venting characteristics (draft) as required by the Florida Building Code (latest edition) or other applicable code or ordinance for new construction.

ELECTRICAL, MECHANICAL AND PLUMBING SYSTEMS:

General:

Existing Systems: Existing electrical, heating, mechanical, ventilation, air conditioning, plumbing, or any systems that do not provide the services for which they were originally intended, or that are potential fire or health hazards, shall be replaced, altered or repaired, so as to make them safe and serviceable.

Electrical Systems:

Habitable rooms, occupiable rooms, utility spaces and common spaces, normally requiring electrical service shall be provided with a system of wiring, wiring devices, fixtures and equipment to safely supply electrical energy for proper illumination and other electrical equipment. Number of electrical sources (outlets) shall be in accordance with the Florida Building Code (latest edition).

The electrical system shall be connected to the source of electrical power, in accordance with the electrical code of the locality.

Existing Wiring and Equipment: Existing wiring which conformed to the code in effect at the time of installation and which has been maintained in good condition which is not being altered or extended, and is being used in a safe manner, may continue in use.

Existing electrical systems which are of inadequate capacity shall be replaced with a new system or shall be supplemented with new wiring and equipment as necessary to meet the requirements of the Florida Building Code (latest edition) as well as local codes.

New Electrical Systems: New electrical systems, equipment, fittings and devices shall be installed in accordance with the Florida Building Code (latest edition) as well as the local electrical code.

Heating:

Heating facilities which are properly installed with automatic temperature control, connected and maintained shall be provided for each dwelling unit and for the common spaces and utility spaces of the building to assure interior comfort by providing a minimum inside temperature as required by the applicable Florida Building Code (latest edition) as well as local code or ordinance and must be in proper working condition.

Existing Systems: Existing non-conforming systems components or devices may continue in use if there is evidence of satisfactory performance, safety, and adequate capacity.

New Systems: New heating systems and equipment shall be designed and installed in accordance with the requirements of the applicable section of the Florida Building Code (latest edition) as well as local code or ordinance.

Room (Space) Heaters: Space heaters shall conform to the requirements of the building code, or other applicable section of the Florida Building Code (latest edition) as well as or local code or ordinance for new installations. Space heaters may not be un-vented room heaters that burn gas, oil or kerosene.

Miscellaneous: Portions of heating system not specifically mentioned in this section shall be deemed to meet the intent and requirements of this code if constructed and installed in accordance with the applicable section of the Florida Building Code (latest edition) as well as local code or ordinance.

Mechanical Ventilation and Air Conditioning:

Existing Systems: Existing systems and mechanical ventilation may continue in use if of adequate capacity, or they may be supplemented or replaced with a new system as required to meet the applicable section of the Florida Building Code (latest edition) as well as local codes and must be in proper working condition.

New Systems: New mechanical ventilation and air-conditioning equipment and systems shall be designed and installed in accordance with the requirements of the mechanical code or other applicable section of the Florida Building Code (latest edition) as well as local code or ordinance.

Plumbing Systems:

Plumbing facilities which are properly installed, connected and maintained shall be provided or each dwelling unit, and as necessary for the common or utility spaces of the building, to provide satisfactory:

1. Hot and cold water supply and distribution;
2. Sanitary drainage;
3. Venting of sanitary drainage system; and
4. Operation of fixtures.

Water Heating Facilities: Every dwelling unit shall have water heating facilities which are properly installed and maintained in a safe and good working condition and are capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at

every required kitchen sink, lavatory sink, bathtub and shower. All water heaters shall be fitted with a pressure relief valve with a drain line to the exterior of the unit.

Existing Plumbing Systems: Existing plumbing systems, or portions thereof, including sewers, to remain in use shall operate free of fouling and clogging, and shall not have cross connections which may permit contamination of the water supply or backsiphonage between fixtures.

New Plumbing Systems: New plumbing systems or alterations and additions to plumbing systems shall be installed in accordance with requirements of the applicable section of the Florida Building Code (latest edition) as well as local plumbing code.

SITE AND NEIGHBORHOOD

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation or fire hazards.

SANITARY CONDITIONS

The dwelling unit and its equipment must be free of vermin and rodent infestation.

MANUFACTURED HOME TIE DOWNS

It shall be required that all manufactured homes be equipped with tie downs, piers, bases, anchors and specified associated equipment and devices, installed in accordance with the provisions of the Rules of The Florida Department of Highway and Motor Vehicles, Division of Motor Vehicles, Chapter 15C-1 and 15C-2 as amended.

SWIMMING POOLS, IN GROUND AND ABOVE GROUND

Swimming pool fencing and barrier requirements shall apply to all swimming pools without regard to when such pools were constructed or erected.

1. All swimming pools shall be required to be enclosed with approved chain metal fencing or an approved barrier equipped with self-closing and self-latching gate(s) and shall be designed so as to make the swimming pool inaccessible to young children.
2. All private residential swimming pools shall be required to have such a barrier not less than four (4) feet in height.
3. Above ground swimming pools may not be fenced if they are four (4) or more feet above ground, if stairs into the pool are retractable, and any pool operational

apparatus such as pumps, filters or heaters cannot be used as makeshift stairs into the pool.

4. All swimming pools shall be equipped with securely attached suction drain covers or grating.

INSPECTIONS

The Corporation or representatives of the Corporation may make periodic inspections and written reports during construction to ensure that work is being done according to plans and specifications.

The Corporation will require that the contractor document his conformance with federal requirements including the payment or prevailing wages under the Davis Bacon Act and equal employment objectives and requirements, where applicable.

ENERGY EFFICIENCY STANDARDS

Thermal Insulation Requirements:

Where accessible, the following minimum R-values are to be used:

Section	R-Value Northern Florida Zones 1, 2, 3	R-Value Central Florida Zones 4, 5, 6	R-Value Southern Florida Zones 7, 8, 9
Common Walls – Frame <small>Common to two separate conditioned tenancies</small>	R-11	R-11	R-11
Common Walls – Masonry <small>Common to two separate conditioned tenancies</small>	R-3 Both Sides	R-3 Both Sides	R-3 Both Sides
Frame Walls - 2 x 4	R-11	R-11	R-11
Frame Walls – 2 x 6	R-19	R-19	R-19
Frame Walls – Concrete or Masonry Exterior and Adjacent	R-7	R-5	R-5
Attic/Ceiling/Roof (Conventional wood frame)	R-30	R-30	R-30
Floors over unconditioned spaces	R-11	R-5	R-3

Insulation shall be designed and installed in accordance with the requirements of the applicable section of the Florida Building Code (latest edition) as well as local code or ordinance

Air Filtration Requirements:

- All exterior joints, cracks or openings in the building envelope that are sources of air leakage shall be caulked, gasketed, weatherstripped or otherwise sealed.
- Foam insulation and/or caulk shall be applied around all exterior windows and door frames.
- Attic access doors shall be insulated and weather-stripped.
- Ventilation of the ceiling/roof area shall be in ratios in accordance with the Florida Building Code (latest edition) as well as local building codes.

Doors, Windows and Glass:

- Exterior doors shall be weather-stripped at jambs, head, and sill where the door is in contact with the threshold.
- Exterior doors, other than glass doors, shall be solid core wood, wood panel, painted metal doors or insulated doors. Hollow core doors shall not be used. Exterior doors may have glass sections.
- When window replacement is required, the windows must have at least solar screens on all west and east facing windows. All windows shall meet the Florida Building Code (latest edition) for hurricane.

Attachment K
Environmental Analysis
and
Procedures



we make housing affordable

HOME Again
FHFC Disaster Relief HOME Assistance Program

Florida Housing Finance Corporation
Mailing Address: 227 N. Bronough Street, Suite 5000
Tallahassee, FL 32301

Environmental Analysis & Procedures
(Categorical Exclusion under 24 CFR Part 58.35(a))

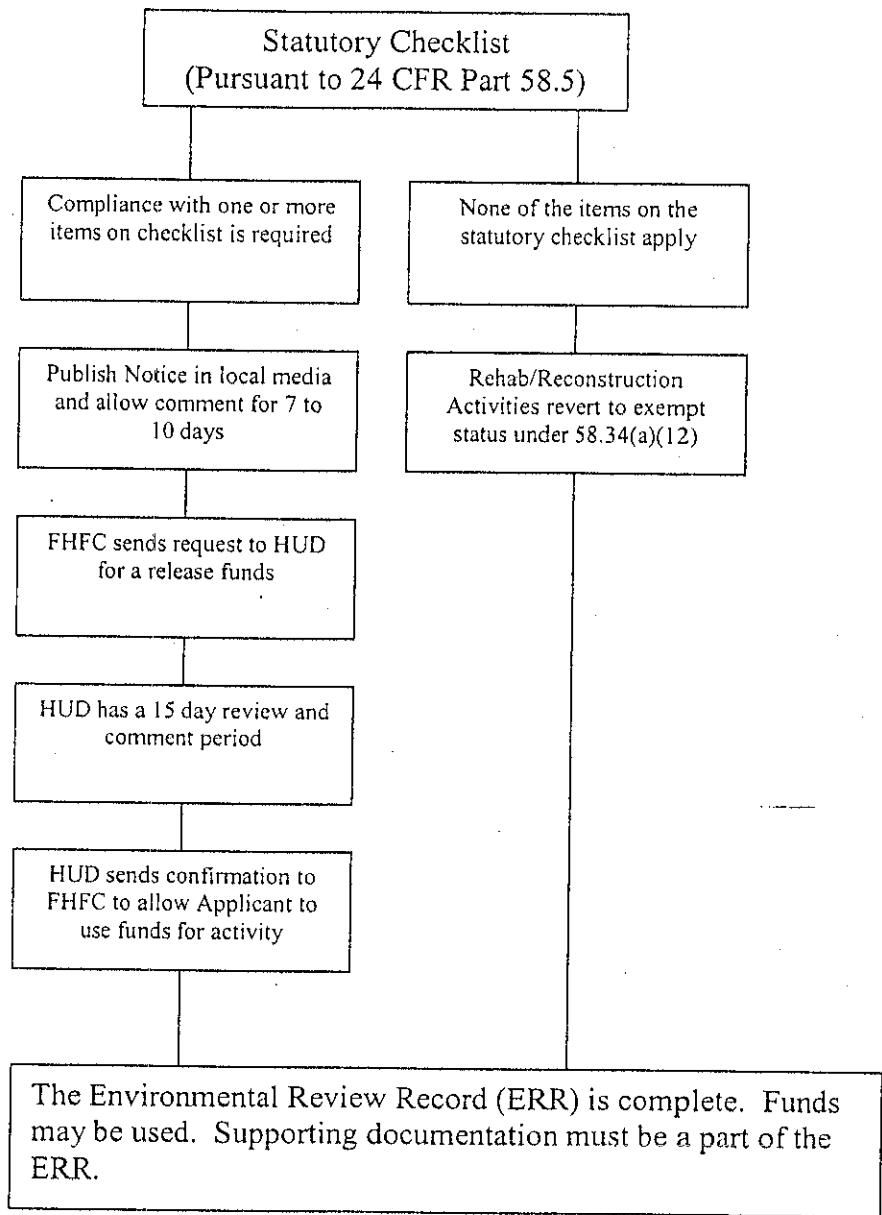
The purpose of the environmental analysis is to ensure that the site of interest contains no imminent threat to the health and safety of the household or the structural integrity of the dwelling itself. All development activities financed fully or in part with federal resources are required to undertake an environmental review process pursuant to 24 CFR Part 58. There are certain activities that are exempt or excluded from some of the provisions outlined in 24 CFR Part 58.

The proposed activity to be undertaken typically initiates the level of environmental review that will be required. The HOME Again - FHFC Disaster Relief HOME Assistance Program (HOME Again) is designed to be a rehabilitation/reconstruction program. According to 24 CFR Part 58.35(a)(3)(i), rehabilitation/reconstruction activities are categorically excluded, meaning that a full environmental assessment pursuant to the National Environmental Protection Act (NEPA) regulations is not required. Categorically excluded activities typically replace or improve existing facilities or structures, i.e., they retain the original usage of a structure or facility; do not increase the size or unit density of the structure or facility being improved by more than 20 percent; do not change land uses (commercial to residential); and in the case of rehabilitation, the cost of rehabilitation is less than 75 percent of the total estimated cost of replacement after rehabilitation.

This categorical exclusion does not exempt the Subrecipient from completing and properly documenting an Environmental Review Record (ERR) for each activity. A "compliance determination" analysis using the Environmental Statutory Checklist ("Checklist"), pursuant to 24 CFR Part 58.5 and 58.6, will be used to determine whether or not a further environmental review is needed. The Checklist identifies several federal laws and authorities found in 24 CFR Part 58.5. If compliance with any item on the checklist is required, a further review must be completed along with certain publication requirements and authorizations mandated by HUD before the "compliance determination" can be considered finished. If a further review is required, the Subrecipient should immediately notify Florida Housing for direction. Please note that if compliance with the federal laws or authorities is required, the environmental review process may take up to sixty (60) days to complete. Please reference the left portion of the diagram on the next page.

The Checklist must be completed for each proposed activity. **Funds cannot be committed and work cannot begin prior to completion of the compliance determination.** If it is determined that compliance with the federal laws and authorities listed on the Checklist is not required, the proposed activity will revert to an exempt activity according to 24 CFR Part 58.34(a)(12), and certain typical environmental processes are excluded. The diagram on the next page portrays

an accurate picture of what needs to occur in order to document the ERR for each activity. Florida Housing will require documentation to support each Subrecipient's compliance determination with the federal laws and authorities.



****Emphasis: If one or more of the Checklist statutes are invoked after performing the review, a more in depth analysis will need to be performed, after which the procedures on the left of the diagram will need to be followed. Please contact Florida Housing if at least one of the statutory requirements is invoked.**

Compliance Determination Instructions

The Checklist is attached and made a part of these instructions. Please use the following instructions and background information for completion of the Checklist. Supporting documentation is required for each of the statutory requirements. Acceptable forms of documentation are reference maps, correspondence from appropriate regulatory authorities, documented site visits and observances from inspectors, memorandums to the file, website information, specialized reports or tests, etc.

All Subrecipients are required to maintain copies of the Checklist and necessary documentation to support and/or explain decisions made and steps taken in the environmental process. Please note that each Subrecipient must document all answers to the Checklist and keep the documentation in the file as well as forward all information to Florida Housing prior to activity commencing. Subrecipients may devise and utilize the most efficient manner to complete the Checklist, so long as the documentation supports the decision made.

Prior to committing any funds, environmental clearance is needed. All Subrecipients are required to complete the environmental review per activity as soon as possible and forward to Florida Housing along with each scope of work and Homeowner Assistance Agreement. Please see the Program Guidelines for further direction. If you have any questions regarding this environmental review, please contact Florida Housing's Homeownership Department at (850) 488-4197.

****Note:** The numbers beside each section correspond to the numbers on the attached Checklist.

Historic Properties (1)

The National Historic Preservation Act, Executive Order 11593 and other historic preservation regulations require that certain districts that are classified as "historic" be preserved. Properties 50 years or older typically fall into this category. You can determine if a site is listed on the National Register of Historic Places or located in a historic district by checking the website at www.nr.nps.gov. If a site is not located on or near a historic district, please document the ERR proving such.

If the property is 50 years or older or is located in a historic district or near a district that is on the National Register of Historic Places, please contact the Division of Historical Resources, the State's Historic Preservation Office (SHPO) at www.flheritage.com. A letter of clearance from SHPO will be needed prior to activity commencing. SHPO will need photos of the structure, the address of the property, a map showing the site's location and any other relevant information. SHPO has thirty (30) days in which to respond.

Coastal Zone Management (2)

The purpose of the Coastal Zone Management Act of 1972 is to preserve, protect, develop, and where possible, to restore or enhance, the resources of the coastal zones. This encompasses such analyses that would seek to provide protection of natural resources, including wetlands, floodplains, estuaries, beaches, dunes, barrier islands, coral reefs, and fish and wildlife and their habitat within the coastal zone.

If the proposed activity is located in a coastal management zone, the State Coastal Zone Management (CZM) agency must ensure consistency with the approved State CZM program. Please check with the Department of Environmental Protection at www.dep.state.fl.us for more information.

Flood Plain Management and Wetlands Protection (3 and 5)

This review is required only if the rehabilitation/reconstruction is in a floodplain. If the proposed activity is located in a floodplain, the homeowner will have to carry flood insurance and the district would need to be a participant in the National Flood Insurance Program (NFIP). The footprint of the home cannot be increased in a floodplain or wetland area in the case of reconstruction activity.

Development in the wetlands is discouraged where there is a practicable alternative in order to preserve wetland areas. Documentation complying with the above provisions is required. FEMA maps located at www.fema.gov/fema.csb.shtm are the best references for determining whether a property is located in a flood plain. For information on how to read the FEMA Insurance Rate Map (FIRM), please visit www.fema.gov/fhm/ot_firmr.shtm. Wetland information and maps can also be referenced at the National Wetland Inventory's website at www.nwi.fws.gov. Utilize the "Wetland Mapper" to determine if the proposed activity site is within a designated wetland area.

Documentation verifying whether or not an activity is located in a floodplain or wetland is required.

Coastal Barrier Resources (4)

According to the Florida Department of Environmental Protection, only properties what are in direct contact with any tidal body of water have influence on coastal barrier resources, with the exception of certain areas. If a property is located inland, chances are that the proposed activity will not influence coastal barrier resources.

Check with the most recent version of the FEMA flood map or the Department of Interior's coastal barrier resources map to see if the area in which you are planning to rehabilitate/reconstruct is located in a coastal barrier zone. You may also visit The Department of Fish and Wildlife's website at www.myfwc.com for more information.

The law prohibits federal funding of any activity in designated coastal barriers.

Endangered Species (6)

Endangered species are protected under the Endangered Species Act of 1973 which was implemented to provide for the conservation of endangered species and threatened species of fish, wildlife and plants that have esthetic, ecological, educational, historical, recreational, and/or scientific value to the community.

The Subrecipient will need to provide documentation that the service area or activity is not identified as being an area where endangered species exist. There is a joint publication authored by the Department of Fish and Wildlife and the Department of Commerce for determination of location in one of these areas or visit the Florida Department of Fish and Wildlife's website at www.myfwc.com for more information. Your local environmental department may have information relative to this issue as well. A letter verifying compliance is needed to document the ERR.

Wild and Scenic Rivers (7)

The Wild and Scenic Rivers Act, as amended, declares that certain selected river systems possess outstanding/remarkable scenic, recreational, geologic, fish and wildlife, historic, cultural, or other similar values, shall be preserved in free-flowing condition, and that they and their immediate environments shall be protected for the benefit and enjoyment of present and future generations.

There are very few classified Wild and Scenic Rivers in Florida. The Wekiva and Loxahatchee Rivers have this special designation. Please visit the Nation Wild and Scenic River System's website at www.nps.gov/rivers/wildriverslist.html for more information.

Manmade Hazards: (thermal explosives, noise, airport clear zones, toxic sites) (8)

If the proposed activity is situated in close proximity to a major hazard, such as stationary container which stores, handles, or processes hazardous substances of an explosive or fire prone nature, an "acceptable separation distance" (ASD) must be calculated in accordance with the ASD guidelines in HUD Guidebook, "Urban Development Siting With Respect to Hazardous Commercial/Industrial Facilities."

If the calculations demonstrate that the unit is too close to a particular hazard and nothing has been or can be done to shield the unit, then replacement or rehabilitation of that unit using HUD funds is prohibited. This portion of the review won't apply due to rehabilitation/reconstruction activities. See example memo attached in order to accurately document the ERR.

Please consult with your local environmental agency for direction or call Florida Housing for further instructions.

Farmlands Protection (9)

The Farmland Protection Act of 1981 seeks to minimize the extent to which Federal programs contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses.

One of its primary purposes is to protect resources suitable for producing food and fiber in sufficient quantities to meet domestic needs and the demands of export markets.

The United State Department of Agriculture (USDA) has designed policies and procedures for complying with this Act. Any proposed activity to be undertaken with respect to farmland needs to comply with any provisions outlined under the Act and USDA. Please contact the Florida Department of Agriculture and Consumer Services or visit their website at www.doacs.state.fl.us or the National Resources Conservation Service's website at www.fl.nrcs.usda.gov for further information.

Noise and Airport Runway Clear Zones (10 and 12)

This section requires the Subrecipient to determine if the activity is in an airport runway clear zone or clear zone. These zones are areas immediately beyond the end of runways. Runway clear zones are located at the end of civil airport runways. These zones are trapezoidal in shape with a maximum length of 3,000 feet. The base (end of runway) has a maximum width of 1,000 feet. The opposite end widens out to the maximum width of 1,750 feet.

Clear zones are at the end of military airports and are normally 3,000 feet wide and may be as much as 9,000 feet in length. If the project site might be located within one of these zones, you should contact the airport to find out for certain. If the activity is located in one of these zones, you must prepare a *Notice to Buyers of Properties Located in Runway Clear Zones or Clear Zones* and keep it in your records.

Most residential neighborhoods should be clear of this requirement.

Water Quality – Aquifers (11)

Compliance with the Safe Drinking Water Act of 1974 and 40 CFR Part 149 relating to sole source aquifers is mandated to ensure that the public water systems are free of toxins and contaminants. This Act establishes program standards and treatment requirements for drinking water, controls underground injection of wastes that may contaminate water supplies and protects ground water.

These regulations are also concerned with preventing the contamination of sole source aquifers and to ensure that the rehabilitation/reconstruction activities would not affect the aquifer. There are currently three (3) sole source aquifer designations in Florida's region. These aquifer systems are as follows:

1. Biscayne Aquifer System connected in Broward, Dade, Monroe and Palm Beach Counties
2. Volusia-Floridan Aquifer connecting Flagler and Putnam Counties
3. Southern Regional Aquifer System that is jointly managed by all states in the region, not specifically applicable to Florida

Check with your local environmental agency or designee or the Department of Environmental Protection at www.dep.state.fl.us/mainpage/sitemap.htm to determine whether or not your service area is subject to the provisions of the statutory requirement.

In most cases, the service areas would be clear of this requirement due to management of public water systems and permits required by local municipalities.

Environmental Justice (13)

Pursuant to Executive Order 12898, agencies must, to the greatest extent practicable and permitted by law, identify and address disproportionately high and adverse human health or environmental effects of programs, policies, and activities on minority and low income populations. The Department of Environmental Protection is responsible for regulating compliance with the environmental justice requirement. Each Subrecipient must comply with Executive Order 12898 as well.

Lead-Based Paint (14)

Properties built before 1978 are subject to lead-based paint testing pursuant to the Lead-Based Paint Poisoning Act and must comply with all provisions outlined in 24 CFR Part 35. Properties built post 1978 are not subject to this requirement. The Subrecipient must indicate accordingly on the Checklist.

Lead-based paint can be a time consuming issue. Housing constructed prior to 1978 may require abatement and mitigation procedures associated with lead-based paint discovery.

State and Local Rules (15)

All activities must conform to Florida Building Code (latest edition) and local building codes and other rules and regulations as applicable. Florida Housing's Minimum Rehabilitation Standards also apply.

HOME Again

Environmental Statutory Checklist

(Pursuant 24 CFR Part 58.5)

Subrecipient:				
Homeowner's Name:				
Property Address:				
Compliance Determination			Yes	No
1	Historic Properties <i>Is the site listed on or eligible for the National Register of Historic Places? Is it located in a historic district or more than 50 years old? Reference www.nr.nps.gov for more information. If yes, contact the State Historic Preservation Office (SHPO) and attach clearance letter.</i>			
2	Coastal Zone Management <i>Is the site located along a coastal area? If so, a letter from the Coastal Zone Management agency needs to be provided to ensure consistency with the approved State CZM program. Visit www.dep.state.fl.us for more information.</i>			
3	Flood Plain Management <i>Is the site located in a 100-year floodplain? Regardless of the zone status, attach copy of the FIRM (Flood Zone) map with site location identified. Visit www.fema.gov/fhm/ot_firmr.shtm for determination of status.</i>			
4	Coastal Barrier Resources <i>Does the site have any direct contact with a tidal body of water? If so, activity is prohibited using federal funds. Visit www.myfwc.com for more information and verification.</i>			
5	Wetlands Protection <i>Is the site located in a wetland area according to the Army Corps of Engineers or a jurisdictional Fish and Wildlife Wetland Map? Visit the National Wetlands Inventory's website at www.nwi.fws.gov for more information.</i>			
6	Endangered Species <i>Does the site have the potential to affect any endangered species? Visit www.myfwc.com for more information.</i>			
7	Wild and Scenic Rivers <i>Does the site have the potential to affect water resources of any wild and scenic rivers? Please visit www.nps.gov/rivers/wildriverslist.html to verify status.</i>			
8	Manmade Hazards <i>Is the site located near any dumps, landfills, industrial sites or other land area containing toxic waste and or radioactive materials? Check EPA's Envirofacts Multiple Area Query, print a copy and keep it in your records (http://www.epa.gov/enviro/html/multisystem_query_java.html)</i> <i>Is the site located in close proximity to any thermal and/or explosive hazards?</i>			
9	Farmland Protection <i>Does the site have the potential to affect any prime or unique farmland? Contact the County's U.S. Natural Resources Conservation Service Office if you need guidance or visit www.fl.nrcs.usda.gov for more information.</i>			
10	Noise <i>Is the site located:</i>			
	<i>Within 3,000 feet of a railroad</i>			
	<i>Within 1,000 feet of a heavily traveled roadway</i>			
	<i>In close proximity to any major noise producer</i>			
	<i>Within 5 miles of a commercial airport</i>			
	<i>Within 15 miles of a military airport</i>			

11	Water Quality – Aquifers <i>Is the site connected to a public water system? If not, please contact Florida Housing for more information.</i>		
12	Runway Clear Zones or Clear Zones <i>Is the site located near an:</i> <i>Airport Runway Clear Zone</i>		
	<i>Clear Zone</i>		
13	Environmental Justice <i>Does the site suffer from a disproportionate number of adverse environmental effects relative to the community at large?</i>		
14	Lead Based Paint <i>Was the property built prior to 1978? If yes, lead based paint abatement or mitigation will be required.</i>		
15	State and Local Rules <i>Does the site meet all requirements for state and local statutes?</i>		

Notes: _____

DETERMINATION:

- () This project converts to Exempt, per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license (Status "A" has been determined in the status column for all authorities); **Funds may be drawn down** for this (now) EXEMPT project; OR
- () This project cannot convert to Exempt because one or more statutes/authorities require consultation or mitigation. Complete consultation/mitigation requirements, publish NOI/RROF and obtain Authority to Use Grant Funds (HUD 7015.16) per Section 58.70 and 58.71 before drawing down funds; OR
- () The unusual circumstances of this project may result in a significant environmental impact. This project requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58 Subpart E.

PREPARER SIGNATURE: _____ DATE: _____

PREPARER NAME & TITLE (please print): _____

RESPONSIBLE ENTITY CERTIFYING OFFICIAL SIGNATURE: _____

NAME & TITLE (please print): _____ DATE: _____