# LEGISTAR # 210890 ATTACHMENT B

# Historic Home Stabilization Assistance Program



Program Guidelines and Application

As approved by the Gainesville City Commission on \_\_/\_\_/2022 (Legistar #)



Gainesville Community Reinvestment Area



# **Contents**



The City of Gainesville Commission created the Gainesville Community Reinvestment Area ("GCRA") in 2019 through the adoption of Ordinance 181001. The goal of the GCRA is to encourage investment in underserved areas within the district.

#### Section 1. About the Program

The GCRA Historic Home Stabilization Assistance Program offers rehabilitation assistance to property owners of historic homes in the Fifth Avenue, Porters Quarters, Pleasant Street, and Springhill neighborhoods. The Program's objective is to reinvest in neighborhood culture by preserving architectural features of historic buildings and preventing the demolition of homes.

The Gainesville Comprehensive Plan Historic Preservation Element (updated 1/19/2012) identified that the character of the Program neighborhoods has diminished over the years due to the neglect and subsequent demolition of historic buildings. The Program's objective is to preserve these neighborhoods' remaining character-defining houses.

The GCRA 10 Year Reinvestment Plan maps out a strategy to promote attainable housing within the district that includes historic preservation. The Program is also supported by the City's Strategic Plan, Goal Three: A Great Place to Live and Experience.

## Section 2. Program Offerings

The Program provides exterior work on historic houses resulting in repair, improvement, reconstruction, maintenance, or stabilization. The Program offers the total cost of approved labor and materials, with Staff arranging all work to be completed by a qualified contractor. Eligible work may include:

- Exterior wall repairs
- Roof repairs
- Foundation repairs
- Masonry-stucco repairs
- Porch and step rehabilitation

- Window repair
- Cornices and parapet repairs
- Structural rehabilitation/reinforcement

Only exterior work is eligible for this Program, except for internal work necessary to stabilize or structurally support the building's historic exterior.

This Program assistance is a forgivable 10-year, 0% interest, due-on-sale mortgage loan from the City to the Recipient ("Program Mortgage") separate and subordinate to the primary mortgage. See Section 5. for mortgage conditions.

All owners listed on the property deed must agree to the repairs to be completed by the Program.

The City accepts Applicants into the Program on a competitive basis and prioritizes repairs that correct health and safety violations. The Program also prioritizes applicants who earn an annual income below the Gainesville Area low-income limit, or 80% of the area median income.

There are up to two application cycles per year, depending on funding availability. Deadlines are available by contacting Staff or viewing the GCRA website at www.gainesvillecra.com.

### Section 3. Eligibility

Applicants must meet the following requirements listed below.

#### Property Eligibility

Single-family and attached dwelling units such as townhomes, duplexes, or quadplexes are eligible under the Program. All property owners, as applicable, must meet Program requirements and agree to participate in the Program.

The Property must be:

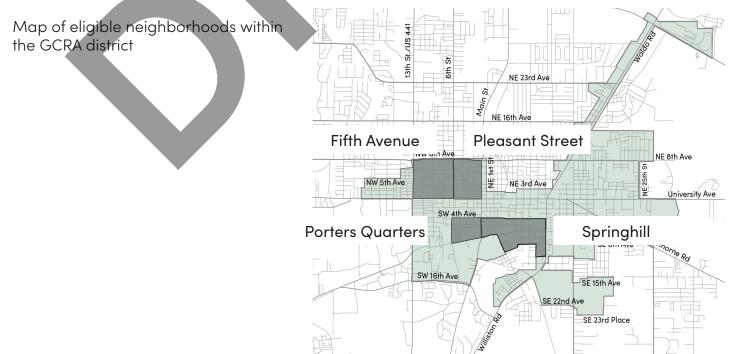
- Listed as a contributing structure within the Pleasant Street Historic District or registered on the local historic register. If neither of these applies, the homeowner may register their home to the local historic register if eligible as part of this application process.
- Located in the GCRA District within the Fifth Avenue, Porters Quarters, Pleasant Street, or Springhill neighborhoods. Please see the map on the next page.
- Current on property taxes and any applicable mortgage loans
- Insured

#### **Recipient Eligibility**

The Recipient must occupy the Property as their primary residence, have their name on the deed of ownership, and recieve homestead tax exemption. The only exception to this requirement is if a family member of the property owner is the primary occupant. The Program defines family as the following: one or more natural persons who are interrelated as a spouse, domestic partner\*, child, stepchild, parent, stepparent, brother, sister, grandparent, niece, nephew, aunt, uncle, father-in-law, mother-in-law, son-in-law, daughter-in-law, or brother-in-law, as evidenced by written documentation of such relationship.

All Property owners listed on the deed must earn an annual household gross income that does not exceed the area median household income level by household size. Please cget in touch with Staff for these numbers, as they change annually.

\* Domestic Partnership as defined by the City of Gainesville Code of Ordinances Chapter 2 Article 8.



## Section 4. Program Steps

**Step 1.** Applicant contacts the GCRA and sets up a meeting with Staff to discuss guidelines and the application process.

**Step 2.** After the Applicant and Staff meet, the Applicant submits the Application by the posted application deadline.

**Step 3.** GCRA Staff contacts Applicants to inform them if their Application has been approved or denied or whether additional information is needed.

**Step 4.** Within 30 days of approval, Staff arranges for a Program home inspector to meet with Applicant and identify rehabilitation needs.

**Step 5.** Staff contacts the Applicant to arrange a day and time to begin the Project's work.

**Step 6.** The contractor performs rehabilitation work on the home. Staff maintains contact with Applicant about dates and times contractors will be completeing tasks throughout the process.

**Step 7.** Once Project construction is complete, the Program home inspector performs a final inspection.

**Step 8.** The Applicant, City, and Contractors sign an Affidavit of Completion to verify that the work is finished.

#### Section 5. Conditions

The mortgage conditions are as follows:

- The Property must be the Recipient's primary residence or eligible family member's residence for ten years. The mortgage conditions offer an exemption for this requirement if a family member of the property owner is the primary occupant. The Program defines family as the following: one or more natural persons who are interrelated as spouse, domestic partner, child, stepchild, parent, stepparent, brother, sister, grandparent, niece, nephew, aunt, uncle, father-in-law, mother-in-law, son-in-law, daughter-in-law, or brother-in-law, as evidenced by written documentation of such relationship
- The Recipient must continue to own the Property
- The Recipient must maintain adequate fire/homeowners insurance on the Property, naming the City of Gainesville as mortgagee
- The Recipient must keep annual property taxes current; and
- The Recipient must own the home and Property in good condition

If the Recipient does not meet the conditions for a full five years, they must repay the mortgage plus 10% interest for each year the mortgage was outstanding. If the conditions are met for five years but not for the entire ten years, then half of the mortgage will be forgiven, and the Recipient must repay half plus 10% interest for each year the remaining portion of the mortgage was outstanding. The City fully forgives the mortgage if the Recipient meets the Program conditions for ten years.

The GCRA will set the amount of financial assistance available for each fiscal year in its annual budget. Applications will be accepted and awarded during a posted period.

SECTION A:	APPLICANT	INFORMATION

Applicant/Primary Contact Name:						
Property Owner(s) Names:						
Property Owner(s) Mailing Address: (If needed, list on another paper) Street	City State	e Zip Code				
Property Owner(s) Telephone: (If needed, list on another paper)	_E-Mail:					
List the number of persons per household for each owner:						
List the annual household gross income for each owner:						
Name of Property's Primary Resident:						
Resident's Relationship with Property Owner(s):						
Resident's Telephone Number:	E-Mail:					
SECTION B: SUBJECT PROPERTY INFORMATION						
Subject Property Address:						
Street	City	State Zip Code				
Subject Property Parcel Number:						
Has this property received any Notice of Violation by t	he City's Code Enforceme	ent Department?				
Yes or No						
If yes, what is the case number?		_				
Is the Property current on payments for all property to	axes? (Please attach proo	of): Yes or No				
Is the Property current on any applicable mortgage la	oans? (Please attach proc	of): Yes or No				
Is the Property insured? (Please attach proof):	Yes or No					

#### SECTION B: SUBJECT PROPERTY INFORMATION (continued)

What repairs are you proposing as part of the stabilization assistance for your home? (Check all that apply, the Program will send a home inspector to make additional recommendations)

Roof	Windows		Exterior walls
Porch/steps	Foundation		
Masonry/stucco	Structural/reinforc	ement	
Other:			

Describe the Property's existing condition, including the code violations and safety issues the Project proposes to fix. Include photographs of these conditions as attachments to the Application.

#### DOCUMENT CHECKLIST

Please attach the following documents to this Application. If any of these documents are not submitted the Application will be considered incomplete and returned for re-submittal. Please get in touch with Staff if you have questions.

- □ Copy of property deed and all applicable property ownership documents
- □ Copy of most recent property tax statement
- Copy of most recent mortgage statement
- □ Homestead tax exemption receipt (if applicable)

□ Most recent tax return receipt (if you are exempt from filing a tax return, please attach any statements of income such as social security or disability statement)

D Photos showing the condition of your home

#### SECTION C: ACKNOWLEDGEMENT AND SIGNATURES

By signing and submitting this Application, the Applicant certifies, attests, and agrees to the following:

- The Applicant has been provided a copy of and has read, understands, and complies with the Program Policies. Applicant's failure to comply with the Policies will result in ineligibility to participate in this Program.
- Applicant certifies that all information in the Application and furnished in support of this Application is accurate and complete to the best of Applicant's knowledge and belief. Any false statement will be grounds for immediate termination of the Application, and if any funds were disbursed to the Applicant, the City may require the Applicant to reimburse the funds. The Applicant has a continuing obligation to inform the City (in writing) of any changes relative to the information provided in this Application.
- The City does not discriminate based on race, color, gender, age, religion, national origin, marital status, sexual orientation, gender identity, or disability (protected characteristics). It will not tolerate any such discrimination(s) by or against its employees or citizens utilizing City programs.
- The Applicant shall not assign or attempt to assign, directly or indirectly, any rights under this Agreement or any instrument referred to herein without the prior written consent of the City in each instance. Any assignee shall be bound by all the terms of this Agreement and associated documents.
- The Applicant and the City each binds itself, its partners, successors, legal representatives, and assigns of such other party regarding all covenants of this Agreement.
- This Agreement and any associated documents will be construed in accordance with and governed by the laws of the State of Florida, without giving effect to its provisions regarding choice of laws.
- This Agreement and payment of any Program funding are subject to the availability of funding.
- All activities authorized by this Agreement are subject to and must be performed in accordance with the provisions of this Agreement and all applicable federal, state, and local laws.
- The Applicant agrees to waive any right to, hold harmless, and indemnify the City (which includes the GCRA), its officials, agents, and employees from suits, actions, damages, liability, expenses, losses, and costs, including but not limited to reasonable Attorney's fees, in connection with this Agreement and any Program administration herein. This provision shall survive termination of this Agreement.
- Nothing in this Agreement may be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.
- The Applicant acknowledges that the City has the right and responsibility to enforce this Agreement.

Signature of Applicant/Property Owner	Print Name	Date
State of Florida County of		
The foregoing instrument was acknowledged be or [ ] online norarization, thisday of		
[] Personally Known OR [] Produced Identification Type of Identification:	(Signature	of Notary)
Signature of Co-Owner P	rint Name	Date
State of Florida County of		
The foregoing instrument was acknowledged be or [] online norarization, thisday of		
[] Personally Known OR [] Produced Identification Type of Identification:	(Signature	

All person listed on the Property deed must sign this acknowledgement. Please ask staff for an additional signature page/form if needed.

Return completed application to:

In Person Gainesville Community Reinvestment Area ATTN: Historic Home Stabilization Assistance Program 2153 SE Hawthorne Road, Suite 223 Gainesville, FL 32641

By Mail Gainesville Community Reinvestment Area ATTN: Historic Home Stabilization Assistance Program PO Box 490, Station 48 Gainesville, FL 32627

#### FOR GCRA USE ONLY: DO NOT WRITE IN THIS SECTION

Date & Time Complete Application Received:\_\_\_\_\_ Received by (print name):\_\_\_\_\_ Reviewed by (print name):\_\_\_\_\_ **Documentation Received:** □ Application Verification of Income Completion of homeowner education and training workshop Approval: □ Approved Denied. Reason \_\_\_\_\_\_ Date Applicant notified in writing of Approval/Denial:\_\_\_\_\_