

Questions about RFA0105204 HOME & HOME ARP Funds

\*\*\*\*\*Section 1-Questions received before and during the Pre-Application Meeting\*\*\*\*\*

1. Does applicant have to be a non-profit?
  - a. Yes, as stated on the cover page, "All private non-profit agencies that have provided services at least 12 months prior to the date of application are eligible to apply."
2. Is a project in Bonita Springs eligible?
  - a. Yes, a nonprofit planning a project in Bonita Springs is welcome to apply, but residents from the entire county would be eligible to apply to live in the finished units, not just residents in Bonita Springs. For permanent housing development, qualifying households will be prioritized based on the Lee County CoC's Coordinated Entry System. Housing that is developed through HOME funds must be rented to persons who are homeless, as defined in 24 CFR 91.5 (1), (2), or (3), and those who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by HUD.
3. Under this NOFA can land purchase be included with new construction?
  - a. Yes, it can, if construction will start within 12 months and if there is a written agreement about the land/real property purchase when applying.
4. If planning to apply for both categories of funding, do applicants need 1 application total or 1 application per funding source?
  - a. One application is fine but please clarify which parts of the application you feel qualify for each type of funding since requirements are slightly different.
5. Clarification of HOME ARP 70% Restriction.
  - a. HOME ARP is more restrictive than HOME.
6. Is a Sanibel project eligible to apply?
  - a. Yes, a nonprofit planning a project in Sanibel is welcome to apply, but residents from the entire county would be eligible to apply to live in the finished units, not just residents in Sanibel.
7. Are rehabs allowed or just new construction?
  - a. Both rehabs and new construction may apply for this funding.
8. Why don't the funding priorities line up totally with the ranking sheet?
  - a. The funding priorities are things identified in the Consolidated and/or Annual Plan but other kinds of projects are welcome to apply.
9. If a new development needs additional funding, is through permitting, and ground has not been broken, is it eligible to apply?
  - a. Yes, it is eligible to apply and seems like the definition of "shovel ready." Organizations are encouraged to apply when the project is "shovel ready" or ready to begin programming. "Shovel ready" means that all funding has been secured or will be available within 90 days and the project will be "underway."

Specific examples of underway (ready to encumber funds and expend them in a timely manner during the program year) include:

- i. Design phase completed and ready to begin a bid process
- ii. Bidding completed using relevant prevailing wages for labor costs and construction can proceed when funds are encumbered
- iii. Purchase offer has been accepted or can be made as soon as funds can be encumbered

10. Questions about HOME Per Unit Subsidy: see chart below for current amounts. Please see Home Maximum Per-Unit Subsidy effective date April 7, 2023.

<b>Bedrooms</b>	<b>Home Maximum Per-Unit Subsidy</b>
0 BR	\$173,011
1 BR	\$198,331
2 BR	\$241,176
3 BR	\$312,005
4+ BR	\$342,482

\*\*\*\*\*Section 2- Questions received after 12/05/2023\*\*\*\*\*

- 11. Is here an example or template for #6 on the application?
  - a. No
- 12. Is ADA Compliance (elevators) an allowable expense?
  - a. ADA Compliance is an allowable expense for HOME funding. Please refer to the HUD guidelines regarding ADA compliance below to see how it would impact your project.
    - [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/disabilities/accessibilityR#:~:text=Accessibility%20Requirements%20for%20Federally%20Assisted,for%20persons%20with%20mobility%20disabilities](https://www.hud.gov/program_offices/fair_housing_equal_opp/disabilities/accessibilityR#:~:text=Accessibility%20Requirements%20for%20Federally%20Assisted,for%20persons%20with%20mobility%20disabilities).
    - [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/disability\\_main](https://www.hud.gov/program_offices/fair_housing_equal_opp/disability_main)
    - <https://www.access-board.gov/aba/ufas.html>
- 13. We are also wondering if there is a contract or a non-payment mortgage on the HOME grant, we are wondering if and how HOME would encumber the property. And if we could have a sample of that document to review is there a certain period of time for which we will

have to income certify that very-low or low-income individuals have to live in the property?

- a. Yes, there are guidelines for which HOME assisted units must remain income eligible. Following the questions in this document is an example of the Restrictive Covenants.

14. How does HOME define "supportive housing"?

- a. The HUD definitions are used in our policies.

15. Can one entity apply for more than one project. Meaning two different applications for two different projects?

- a. Yes, however, I would be careful in this approach. Projects should be "shovel ready" meaning each application must show how they are funded and can be done within a 2-year period. Agency capacity is considered in the application process.

16. We are constructing two different buildings on one property. One is a 10 1 bed/1 bath and the other is a 8 unit building. It will be two stories with 4 1 bed/ 1 bath units on each level. on each floor there will be a shared communal living including a kitchen and living room. Does HOME support this type of property?

- a. On page 6 of the RFP:

Eligible Activities

HVS has designated two eligible activities under this funding source:

- Acquire/rehab multi-family affordable rental housing\*.
- New construction of affordable rental housing\*

Ineligible Activities

- The maintenance and repair of public facilities and improvements is generally ineligible (e.g., filling potholes, repairing cracks in sidewalks, mowing grass at public recreational areas or replacing street light bulbs).
- Operating costs associated with public facilities or improvements.
- Acquisition of vehicles and acquisition of occupied property.
- Renovation or construction of spaces used solely for administration or storage.
- Purchase of personal property, including equipment, fixtures, motor vehicles, furnishings, or other personal property is generally ineligible.
- Business relocation resulting in a significant loss of employment in the labor market area.

17. How does HOME define homeless?

- a. Please refer to the HUD definition of homelessness. Here is a thorough resource. <https://www.hudexchange.info/news/huds-definition-of-homelessness-resources-and-guidance/>

This information goes with #13 above.

## DECLARATION OF RESTRICTIVE COVENANTS

1. THIS DECLARATION OF RESTRICTIVE COVENANTS (Declaration) dated as of \_\_\_\_\_, by xxxxxxxx (a Florida not-for-profit corporation), its successors and assigns, and legally described as:

Lot , Block , Unit , Section, Township South, Range East, xxxxxxx, according to the plat thereof on file and recorded in the Office of the Clerk of the Circuit Court in Plat Book , Page , Public Records of Lee County, Florida

Strap #:

Address: .

2. . agrees to all requirements of the United States Department of Housing and Urban Development HOME Investment Partnership (HOME) Program in acceptance of HOME funding received through Lee County, a political subdivision and Charter County of the State of Florida herein after referred to as "COUNTY" to acquire and improve property aforementioned.
3. This Declaration is in furtherance of and incorporates the Lee County, effective January 1, 2023, and all obligations thereunder entered into between the County and . dated January 1, 2023.
4. xxxxxxxxxxxx its successors or assigns, shall use property to meet the HOME applicable requirements commencing on the date of recordation of the warranty deed and ending fifteen ( ) years after project completion as per 24 CFR 92.252. Tenants will have a household income not exceeding % of area median income with rent based on % of household income.
5. In the event the fails to use the property for the purposes set forth herein expressly or by reference, . at the County's option agrees to repay one hundred percent (100%) of any assistance received aforementioned under Lee County Contract Number .
6. . agrees to maintain Property in compliance with local codes and to a safe, decent, and sanitary condition, which shall include repairs and maintenance duties to the Property to extend the life of the dwelling. Further, . agrees to comply with all local, State and Federal requirements specific to funding sources attached to this property as instructed by the County.
7. If, the County determines that the project is no longer needed for use, the County may authorize the ., its successors, or assigns, or convert the use of the project for the direct benefit of low-income persons.
8. The County may approve such action as may be necessary to allow the transfer, conveyance, assignment, leasing, mortgaging, or encumbering of the Property or to accomplish the acts described above.
9. , agrees to maintain and provide required documents (which may include Certificate of Continued Use and beneficiary information) to the Lee County Department of Human Services as required by the HOME Program. Required documents must be submitted on an annual basis.
10. This Declaration and the covenants set forth herein regulating and restricting the use and occupancy of the Property (i) shall be and are covenants running with the Property, encumbering the Property for the term of

this Declaration, and binding, upon the Recipient's successors in title and all subsequent owners of the Property, (ii) are not merely personal covenants of the Recipient, and (iii) shall bind the Recipient and its respective successors and assigns during the term of this Declaration.

11. Any and all requirements of the laws of the State of Florida to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to ensure that these restrictions run with the land.
12. The invalidity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

For the term of this Declaration, each and every contract, deed, or other instrument hereafter executed conveying the property or portion thereof shall expressly provide that such conveyance is subject to this Declaration, provided, however, that these covenants contained herein shall survive and be effective regardless of whether such contracts, deed or other instrument conveyance is subject to this Declaration.

Upon expiration of the period during which the . is obligated to operate the Property in accordance with the Agreement, this Declaration shall terminate and shall no longer be effective.

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, on behalf of the corporation [ ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_