

# **NEIGHBORHOOD STABILIZATION PROGRAM (NSP) GRANT SUBMISSION TEMPLATE & CHECKLIST**

NSP grant allocations can be requested by submitting a paper NSP Substantial Amendment or a form under the Disaster Recovery Grant Reporting (DRGR) system. This template sets forth the suggested format for grantees under the NSP Program. A complete submission contains the information requested below, including:

- (1) The NSP Substantial Amendment (attached below)
- (2) Signed and Dated Certifications (attached below)
- (3) Signed and Dated SF-424.

Grantees should also attach a completed NSP Substantial Amendment Checklist to ensure completeness and efficiency of review (attached below).

## THE NSP SUBSTANTIAL AMENDMENT

Jurisdiction(s): City of Orlando <i>(identify lead entity in case of joint agreements)</i>	NSP Contact Person: Lelia Allen
Jurisdiction Web Address: <i>(URL where NSP Substantial Amendment materials are posted)</i> www.CityofOrlando.net/housing	Address: 400 S. Orange Ave., Orlando, FL
	Telephone: 407/246-2292
	Fax: 407/246-3055
	Email: Lelia.Allen@cityoforlando.net

### **A. AREAS OF GREATEST NEED**

Provide summary needs data identifying the geographic areas of greatest need in the grantee's jurisdiction.

#### Response:

The City of Orlando reports a total of \*3,232 pre-foreclosures, foreclosures and bank owner properties within the jurisdiction as of November 2008. The City will distribute Neighborhood Stabilization Program (NSP) funds for the purchase and redevelopment of foreclosed upon homes or residential properties in the neighborhoods identified as areas:

- (A) With the greatest percentage of home foreclosures;
- (B) With the highest percentage of homes financed by a subprime Mortgage related loan;
- (C) Identified by the State or unit of general local government as likely to face a significant rise in the rate of home foreclosures.

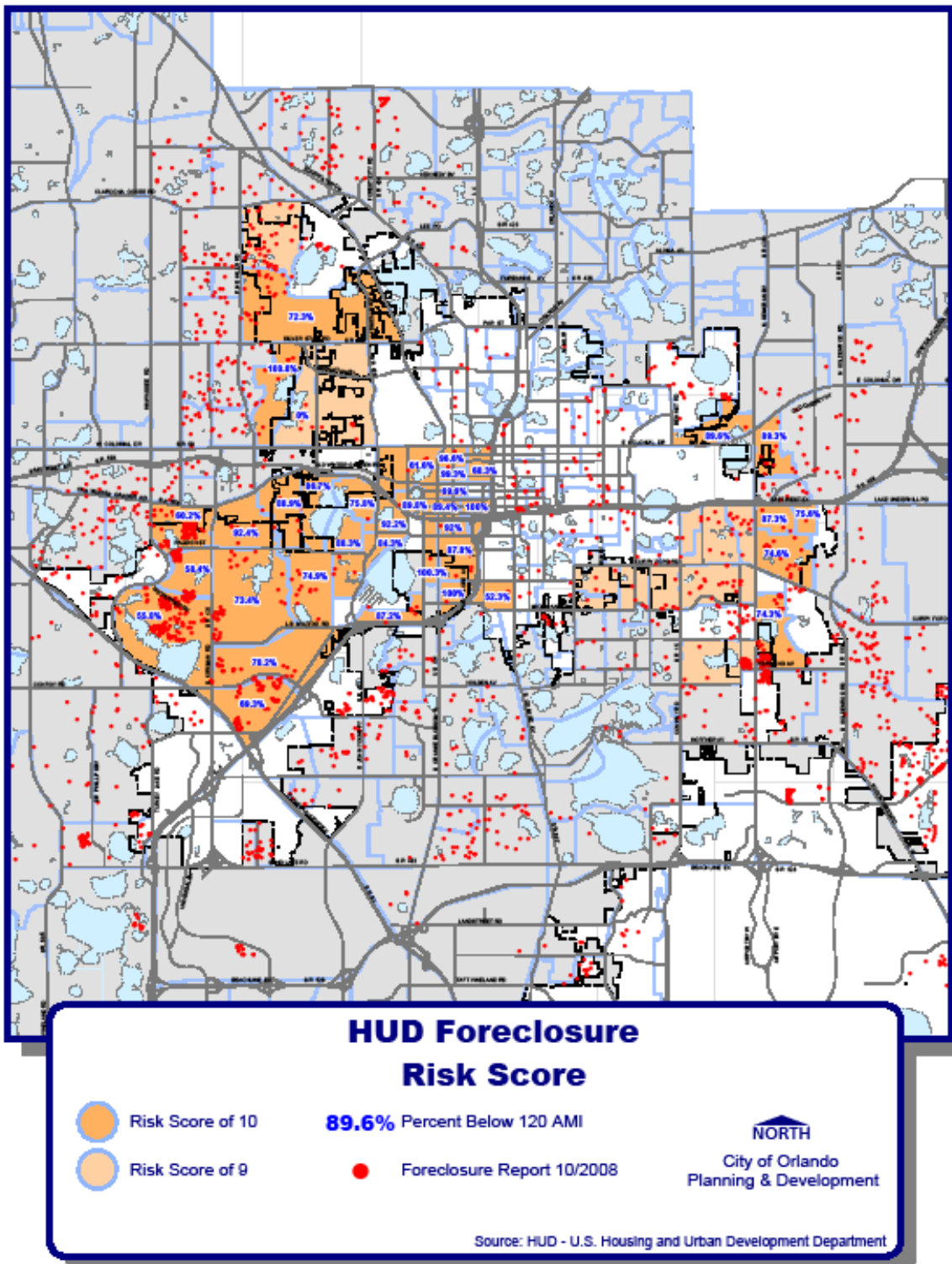
The City of Orlando reviewed the following data sources to determine the target areas of greatest need for NSP activities:

1. November 2008 MLS (Multiple Listing Service) report of identified foreclosed properties to determine (A) *the areas with the greatest percentage of home foreclosures.*
2. Federal Financial Institutions Examination Council, RealtyTrac, Inc., and Sentinel research from <http://www.orlandosentinel2.com/data/sbuprime/> to identify (B) *areas with the highest percentage of homes financed by a subprime Mortgage related loan;*
3. HUD's Foreclosure and Abandonment Risk Score worksheet to identify (B) *the areas likely to face a significant rise in the rate of home foreclosures.*

Areas representing the highest foreclosure activity exhibit a direct correlation to areas with a high volume of subprime lending activity. These data were combined and mapped out within the City of Orlando jurisdiction and are provided on the following page in **Exhibit I**.

\*12/2/2008 MLS report

# Exhibit 1



Based on the data in Exhibit I, which shows: (1.) The areas that have been most impacted by foreclosures and with risk scores of 10 as of October 2008 in orange; (2.) The areas with the largest percentage of median income at or below 120% of AMI in blue lettering; and (3.) The highest concentration of foreclosures, identified by red dots; the following neighborhood areas have been identified as the targeted areas for the initial implementation of the Neighborhood Stabilization Program.

**Priority #1** The neighborhoods bordered on the north by Lake Underhill Road, on the west by Semoran Boulevard, on the south by Curry Ford Road and on the east by Goldenrod Road.

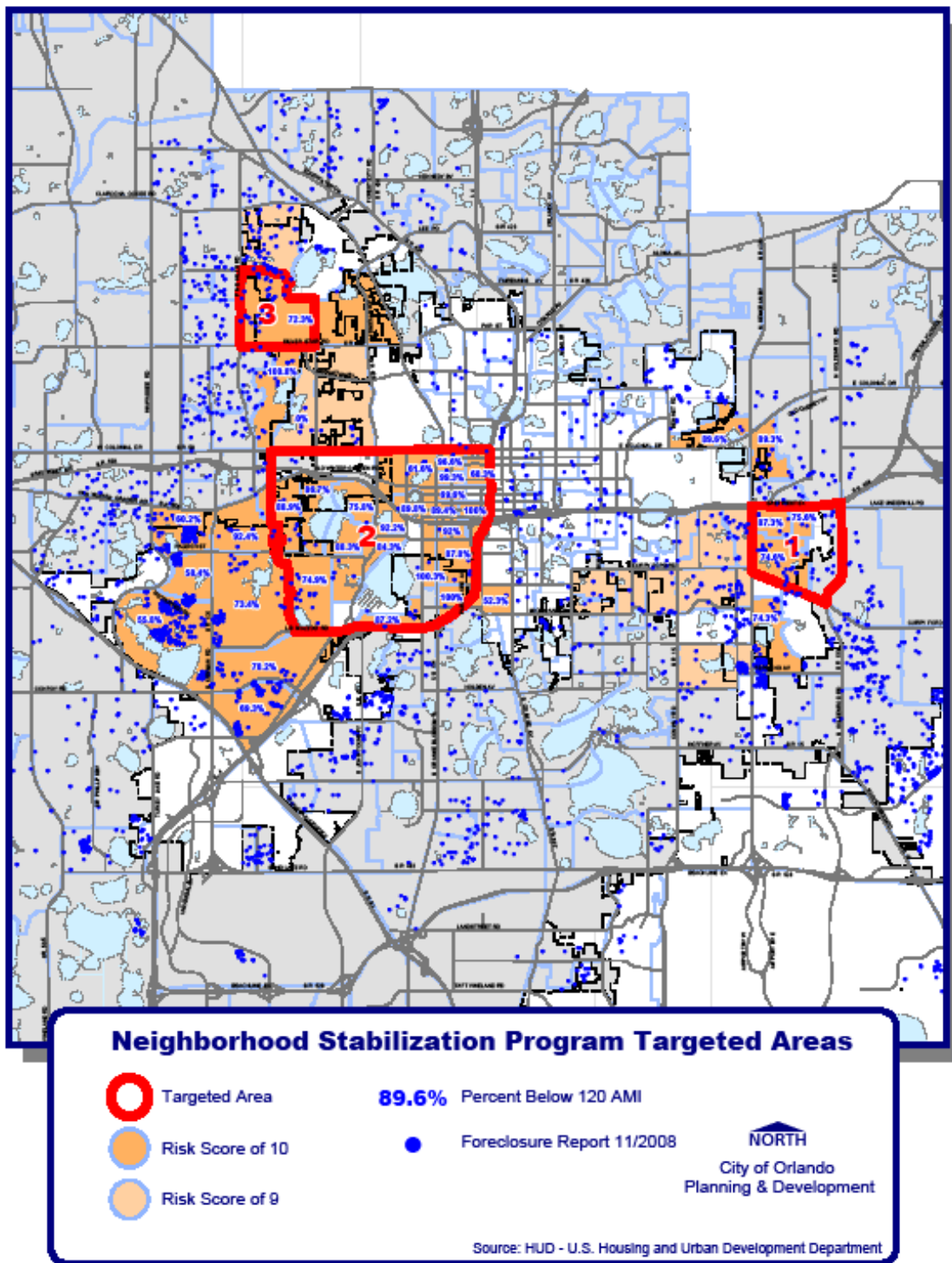
**Priority #2** The neighborhoods bordered on the north by West Colonial Drive, on the west by Mission Road north to Colonial Dr., on the south by L.B. McLeod Road, and on the east by I-4.

**Priority #3** The neighborhoods bordered on the north by North Lane, on the west by Pine Hills Road, on the south by Silver Star Road, and on the east by Lake Orlando Parkway and Mercy Drive.

See **Exhibit II** for map of NSP Targeted areas on the following page.

These NSP targeted areas are areas where the City is currently implementing or plans to implement resources from its owner occupied housing rehabilitation program. Foreclosure data will be reassessed at the end of the program year to determine if NSP activities should continue in these neighborhoods or if the activity should move to another area.

## Exhibit II



## ***B. DISTRIBUTION AND USES OF FUNDS***

### Response:

The City of Orlando intends to distribute the \$6.7 million received to purchase and redevelop foreclosed properties as follows:

1. To purchase and rehabilitate foreclosed upon homes or residential properties then resell to qualified homeowners whose incomes are at or below 120 % of area median income.
2. To purchase and rehabilitate foreclosed upon homes or residential properties to be rented to households whose incomes are at or below 50 % of area median income.
3. To purchase foreclosed upon homes or residential properties and place the properties in a Land Bank for future redevelopment.

## ***C. DEFINITIONS AND DESCRIPTIONS***

(1) Definition of “blighted structure” in context of state or local law.

### Response:

For the purposes of this Program, the City of Orlando will adopt the following definition of a “blighted structure”:

“Blighted structure” is a building that is not being maintained to the City of Orlando’s minimum housing standards and exhibits common housing violations such as peeling paint, rotting wood, damaged electrical and plumbing fixtures, plumbing leaks, roof leaks, and other violations that are typically indicative of poor maintenance or neglect, unsanitary or unsafe conditions.

(2) Definition of “affordable rents.” **Note:** Grantees may use the definition they have adopted for their CDBG program but should review their existing definition to ensure compliance with NSP program –specific requirements such as continued affordability.

### Response:

For the purposes of this Program, the City of Orlando will adopt the following definition of Affordable Rents:

Affordable Rents: Rental fees that are subject to controls designed to ensure that payments are reasonable for Very Low income families. The NSP assisted units in a rental housing project must be occupied only by households that are eligible as Very Low for the length of the affordability period. For the purpose of NSP, the affordable rents shall not exceed Fair Market Rents for household size for the City of Orlando.

(3) Describe how the grantee will ensure continued affordability for NSP assisted housing.

Response:

The City of Orlando will ensure that the properties assisted with funds from the NSP remain affordable for the length of their affordability period by recording a restrictive covenant that will run with the land.

***Properties for sale:***

A restrictive covenant will be placed on the property to ensure that it remains an affordable home for a prescribed period of time. The restricted covenant shall be in effect for a period of twenty (20) years. The property shall at all times be occupied as the principal residence of the owner and shall not be rented, leased, or sold. If the property is initially sold to a very low, low, or moderate income buyer, the property must be resold only to another very low, low, or moderate income buyer. The restrictive covenant shall run with the land; however, the restrictions shall terminate in the event of foreclosure, transfer in lieu of foreclosure, or assignment of an FHA insured mortgage to the Department of the Housing and Urban Development (HUD). Annual monitoring will be conducted to ensure that properties assisted with NSP funds remained owner-occupied during the affordability period.

***Properties for Rent:***

A restrictive covenant will be placed on the property to ensure that it remains an affordable development for a prescribed period of time. The restrictive covenant will remain in effect for the entire affordability period of thirty (30) years. The covenant and restrictions shall run with the land and shall be binding on future owners of the property. Annual on-site monitoring will be conducted to ensure that NSP assisted units are occupied by very low income and low income families, that the rents remain at or below Orlando's Fair Market Rents adjusted for family size and the property continues to meet Housing Quality Standards.

(4) Describe housing rehabilitation standards that will apply to NSP assisted activities.

Response:

In order to sell, rent, or redevelop homes and properties under the NSP, the rehabilitation of foreclosed-upon or residential properties shall comply with the City's specifications included in the rehabilitation standards in ***Exhibit IV***. The City will also include green building and energy efficiency enhancements, when appropriate, such as:

- Install Energy Star Rated Windows
- Windows replaced as an upgrade
- Upgrade Insulation – Ceiling insulation may be upgraded to reduce heating and cooling demands
- Install Compact Florescent Bulbs in all fixtures
- HVAC Maintenance – Clean and service units as to insure that the unit is working properly and efficiently
- Upgraded HVAC Filter MERV 13

- Energy Star Rated Appliances
- Low Flow Plumbing Fixtures – If fixtures need to be replaced use low flow or ultra low flow fixtures
- Solar Water Heating –
- Weatherization – Review all weatherization concerns, doors, windows, caulking, etc

The staff of the City of Orlando Housing and Community Development Department will be responsible for the inspection of homes to ensure that the City’s NSP rehabilitation guidelines are met.

**D. LOW INCOME TARGETING**

Identify the estimated amount of funds appropriated or otherwise made available under the NSP to be used to purchase and redevelop abandoned or foreclosed upon homes or residential properties for housing individuals or families whose incomes do not exceed 50 percent of area median income: (See **Exhibit III** for *Low/Moderate Income areas map.*)

**Note:** At least 25% of funds must be used for housing individuals and families whose incomes do not exceed 50 percent of area median income.

Response:

To address the housing needs of households whose income is at 50% or below the area median income (AMI), the City of Orlando has allocated \$1,682,566 to purchase and redevelop approximately eleven (11) abandoned or foreclosed upon homes and residential properties to provide affordable rental properties. This activity will be carried out by contracted nonprofit agencies experienced in addressing the housing needs of individuals and families whose income is at or below 50% of the Area Median Income (AMI) including special needs populations such as seniors, persons with disabilities (including persons with HIV/AIDS and their families), the homeless and veterans.

**E. ACQUISITIONS & RELOCATION**

Indicate whether grantee intends to demolish or convert any low- and moderate-income dwelling units (i.e., ≤ 80% of area median income).

If so, include:

Response:

The City of Orlando does not plan to use NSP funds to demolish or convert any low and moderate dwelling units.

**F. PUBLIC COMMENT**

Provide a summary of public comments received to the proposed NSP Substantial Amendment.

Response:

The City of Orlando posted a DRAFT of the Substantial Amendment to the Consolidated Plan requesting Public Comments to the City’s website on November 12, 2008. The City’s approved Substantial Amendment to the Consolidated Plan was posted to the City’s website on November 17, 2008.

The comments received are included in **Exhibit V**.

The City submitted the City Council approved Substantial Amendment to the Consolidated Plan to the HUD office by December 1, 2008.

**G. NSP INFORMATION BY ACTIVITY (COMPLETE FOR EACH ACTIVITY)**

**ACTIVITY NUMBER 1**

1.) NSP Eligible Activity Name: *Acquisition, Rehabilitation, and Resell* – Purchase and rehabilitate homes & residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes and properties.

2.) Activity Type:

**NSP eligible use:** Federal Register Part III HERA Notice –Monday, October 6, 2008.

NSP Eligible use:

B. Acquisition and rehabilitation of foreclosed upon homes

**CDBG eligible activity:**

24CFR570.201(a) Acquisition

24CFR570.201(b) Disposition

24CFR570.201(n) Direct Homeownership Assistance

24CFR570.202(a) Rehabilitation and Preservation Activities

3.) National Objective: **LMMH - Low and Moderate Middle Housing**

4.) Projected Start Date: **March 1, 2009**

5.) Projected End Date: **First Year End Date: June 30, 2010**

**Final Year End Date: September 30, 2013**

6.) Responsible Organization:

The City of Orlando Housing and Community Development Department is located at 400 S. Orange Avenue, Orlando, FL 32802. The contact person is Lelia W. Allen at (407) 246-2292. The City will hire a contract employee to coordinate the program activities. The City will solicit the participation of for-profit and not-for profit organizations to carry out the NSP activities.

7.) Location Description:

Specific addresses for acquisition, rehabilitation and resale will be designated at the commencement of grant activity for acquisition, rehabilitation and resale. To that extent, the following neighborhoods within the City limits will be targeted:

**Priority #1** The neighborhoods bordered on the north by Lake Underhill Road, on the west by Semoran Boulevard, on the south by Curry Ford Road and on the east by Goldenrod Road.

**Priority #2** The neighborhoods bordered on the north by West Colonial Drive, on the west by Mission Road - north to Colonial Dr., on the south by L.B. McLeod Road, and on the east by I-4.

**Priority #3** The neighborhoods bordered on the north by North Lane, on the west by Pine Hills Road, on the south by Silver Star Road, and on the east by Lake Orlando Parkway and Mercy Drive.

8.) Activity Description: **Purchase, Rehab, and Sale - \$3,374,671**

"NSP Homebuyer's Program"

This program will be targeted to approximately twenty (20) households. Through a Request for Proposal process, the City of Orlando will seek the participation of qualified for profit and not-for-profit organizations to carry out this activity. The selected entities will have access to NSP funds to purchase, rehabilitate, and resell eligible properties to eligible homebuyers. The City will provide the selected entities up to \$150,000 to acquire and up to \$20,000 to rehabilitate each property. These funds will be provided to the selected partners at a 0% interest rate. The City will limit the number of properties that each partner can obtain based on their capacity. When assessing the condition of a home for acquisition and rehabilitation, it may be determined that it is more cost effective to replace the existing unit with a new unit rather than rehabilitate it.

The City will seek the services of selected financial institutions to assist with the responsibilities of providing end loan financing. Efforts will be made to ensure that homebuyers are offered fixed interested loans for a period of 20 years. After the sale of each property at a discounted price, the partner will return to the City any program income made from the sale. The City will collect the program income from all of the sales from the first year of the program and then redistribute the funds the following fiscal year to eligible entities. This cycle will continue until the NSP Projected End Date. Development fees and other soft project costs related with the acquisition, rehabilitation, and resale of the homes shall be considered program delivery costs and shall be charged to the individual homes assisted.

In addition, direct housing assistance, in the form of a deferred loan, will be offered to the buyers by the City of Orlando with NSP funds, in an amount up to 40 percent of the purchase price to make the home affordable. The amount of assistance will be based on the need of the household. The assistance will be provided as a zero percent (0%) forgivable loan which will be secured by a mortgage. The owner of the home must occupy the unit as their principal residence for a minimum of twenty (20) years. No payments on the deferred loan will be required during the affordability period. After twenty (20) years, if the occupancy requirements

are satisfied, then buyer will not need to repay the loan. However, if the occupancy requirements are not met, the loan amount will not be forgiven and the entire loan must be paid back to the City plus 10% interest. The assistance will be provided on a first come, first serve basis. Each household will be required to obtain a minimum of 8 hours of housing counseling with a HUD approved agency.

The tenure of beneficiaries for this Activity is homeownership. The Housing and Community Development Department will be responsible for monitoring the occupancy requirements annually.

9.) For housing related activities, include:

- tenure of beneficiaries:

This will be a homeownership activity.

10.) For acquisition activities:

The acquisition price shall be discounted at a minimum of 15% of the current appraised value of each property.

11.) For financing activities:

Efforts will be made to ensure homebuyers obtain 30 year mortgages at fixed interest rates.

The direct housing assistance to the buyers will be provided as a zero percent (0%) forgivable loan.

**Performance Measures**

Household Income levels	Units of housing to be acquired, rehabilitated and resold
Low and Moderate Income Families (80% or below)	15 housing units
Middle Income Families (81% to 120%)	5 housing units

**ACTIVITY NUMBER 2**

1.) NSP Eligible Activity Name: *Acquisition, Rehabilitation, and Rent* – Purchase and rehabilitate homes & residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes and properties.

2.) Activity Type:

**NSP eligible use:** Federal Register Part III HERA Notice –Monday, October 6, 2008.

NSP Eligible use:

(B) Purchase and rehabilitate homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes & properties.

**CDBG eligible activity:** 24CFR570.201(a) Acquisition

24CFR570.201(b) Disposition  
24CFR570.202(a) Rehabilitation and Preservation Activities

3.) National Objective: **LMMH - Low and Moderate Middle Housing**  
4.) Projected Start Date: **March 1, 2009**  
5.) Projected End Date: **First Year End Date: June 30, 2010**  
**Final Year End Date: September 30, 2013**

6.) Responsible Organization:

The City of Orlando Housing and Community Development Department is located at 400 S. Orange Avenue, Orlando, FL 32802. The contact person is Lelia W. Allen at (407) 246-2292. The City will hire an employee to coordinate the program. The City will solicit the participation of for-profit and not-for profit organizations in the Program.

7.) Location Description:

Specific addresses for acquisition, rehabilitation and rental will be designated at the commencement of grant activity of acquisition, rehab and resale. To that extent, the following neighborhoods within the City limits will be targeted:

**Priority #1** The neighborhoods bordered on the north by Lake Underhill Road, on the west by Semoran Boulevard, on the south by Curry Ford Road and on the east by Goldenrod Road.  
**Priority #2** The neighborhoods bordered on the north by West Colonial Drive, on the west by Mission Road - north to Colonial Dr., on the south by L.B. McLeod Road, and on the east by I-4.  
**Priority #3** The neighborhoods bordered on the north by North Lane, on the west by Pine Hills Road, on the south by Silver Star Road, and on the east by Lake Orlando Parkway and Mercy Drive.

8.) Activity Description: **Purchase, Rehabilitation, and Rent – \$1,682,566**

Special Needs Housing - \$1,682,566

The City of Orlando will seek the participation of qualified not-for-profit agencies to carry out this Program through a Request for Proposal process. The selected entities will be responsible for acquiring, rehabilitating, renting, and managing the acquisition of approximately eleven (11) properties. The entities will have access to up to \$150,000 to acquire and up to \$20,000 to rehabilitate each property at a 0% interest rate. The City will limit the number of properties that each entities can obtain based on their capacity. When assessing the condition of a home for acquisition and rehabilitation, it may be determined that it is more cost effective to replace the existing unit with a new unit rather than rehabilitate it.

Assistance under this program will be provided in the form of a forgivable deferred loan. A mortgage shall secure the loan. No payments shall be required during the duration of the affordability period. Upon the completion of the affordability period of thirty (30) years, the City shall issue a satisfaction of mortgage. However, if the property fails to be used as housing

for very low income households, the loan must be repaid in full plus ten percent (10%) interest. A restrictive covenant will also be recorded to ensure that the properties remain affordable for the prescribed period of time. The covenant and restrictions shall run with the land and shall be binding on future owners of the property.

Potential beneficiaries of this program will be extremely low and very low income households, homeless individuals or families or other persons with special needs. Potential renters must apply directly to the entity that owns the property. All renters of the units assisted with NSP funds must meet the income requirements of the Program. Rents, adjusted for bedroom size, may not exceed fair market rents for the Orlando area, as adjusted from time to time. The units assisted with NSP funds must be provided as permanent housing and be rented to income eligible persons at or below these maximum rental rates minus utilities.

The tenure of beneficiaries for this Activity is rental. The Housing and Community Development Department will be responsible for monitoring the tenant income and affordability requirements.

9.) For housing related activities:

- tenure of beneficiaries;

This will be a rental activity.

- duration or term of assistance;

Assistance under this program will be provided in the form of a forgivable deferred loan. A mortgage shall secure the loan. No payment will be required during the affordability period. Upon the completion of the affordability period of thirty (30) years, the City shall issue a satisfaction of mortgage.

- a description of how the design of the activity will ensure continued affordability.

A restrictive covenant will also be recorded to ensure that the properties remain affordable for the prescribed period of time. The covenant and restrictions shall run with the land and shall be binding on future owners of the property.

10.) For acquisition activities:

- The acquisition price shall be discounted at a minimum of 15% of the current appraised value of each property.

11.) For financing activities:

- Assistance under this program will be provided to the contracted non-profits in the form of a forgivable deferred loan at a zero (0) % interest rate for a term of thirty (30) years.

**Performance Measures**

Household Income levels	Units of housing to be acquired, rehabilitated and rented
Low Income Families (50% or below)	11 rental units

### **ACTIVITY NUMBER 3**

1.) NSP Eligible Activity Name: *Land Banking of Acquired Properties* – Establish land banks for homes that have been foreclosed upon

2.) Activity Type:

**NSP eligible use:** Federal Register Part III HERA Notice –Monday, October 6, 2008.  
NSP Eligible use:

(C) Establish Land Banks for properties that have been foreclosed upon or abandoned

**CDBG eligible activity:** 24CFR570.201(a) Acquisition  
24CFR570.201(b) Disposition  
24CFR570.201(d) Clearance Activities  
24CFR570.202(a) Rehabilitation and Preservation Activities

3.) National Objective: **LMMH - Low and Moderate Middle Housing**

4.) Projected Start Date: **March 1, 2009**

5.) Projected End Date: **First Year End Date: June 30, 2010**  
**Final Year End Date: September 30, 2013**

6.) Responsible Organization:

The City of Orlando Housing and Community Development Department is located at 400 S. Orange Avenue, Orlando, FL 32802. The contact person is Lelia W. Allen at (407) 246-2292. The City will hire an employee to coordinate the program.

7.) Location Description:

Specific addresses for acquisition, rehabilitation, demolition, or land banking will be designated at the commencement of grant activity. To that extent, the following neighborhoods within the City limits will be targeted:

The neighborhoods bordered on the north by West Colonial Drive, on the west by Mission Road - north to Colonial Dr., on the south by L.B. McLeod Road, and on the east by I-4.

8.) Activity Description: **Land Bank - \$1,000,000**

The target area for this activity shall be the neighborhoods bordered on the north by West Colonial Drive, on the west by Mission Road - north to Colonial Dr., on the south by L.B. McLeod Road, and on the east by I-4. The expected benefit to low, moderate and middle income-qualified persons would be the stabilization of the identified neighborhoods through area development and increased access to affordable housing. Funds allocated to this activity will not be used to meet the low income housing requirement for those below 50% of area median income.

9.) For housing related activities, include:

- tenure of beneficiaries:
  - 75% of funding or \$750,000 will be used for homeownership
  - 25% of funding or \$250,000 will be used for rental
- duration or term of assistance;
  - For the Homeownership portion of this program (75%), the term will mirror Activity 1 “NSP Homebuyer’s Program”. Efforts will be made to ensure that homebuyers are offered fixed interest loans for a period of 20 years.

- For the Rental portion (25%), assistance under this program will be provided to qualified nonprofit agencies in the form of a forgivable deferred loan. A mortgage shall secure the loan. No payment will be required during the affordability period. Upon the completion of the affordability period of thirty (30) years, the City shall issue a satisfaction of mortgage.

- a description of how the design of the activity will ensure continued affordability.

A restrictive covenant will also be recorded to ensure that the properties remain affordable for the prescribed period of time. The covenant and restrictions shall run with the land and shall be binding on future owners of the property.

10.) For acquisition activities, include:

- The acquisition price shall be discounted at a minimum of 15% of the current appraised value of each property.

11.) For financing activities, include:

- Under the homeownership portion of this program, efforts will be made to ensure homebuyers obtain 30 year mortgages at fixed interest rates. The direct housing assistance to the buyers will be provided as a zero percent (0%) forgivable loan.
- Assistance under the rental portion of this program will be provided to contracted non-profits in the form of a forgivable deferred loan at a zero (0) % interest rate for a term of thirty (30) years.

This Program will operate for the purpose of purchasing, holding, clearing or rehabilitating abandoned and foreclosed properties. The Land Bank will manage the conveyance of the property i.e. the sale of land and buildings, clearing titles, developing infrastructure and selling for redevelopment for a period of up to four (4) years.

Land banking and subsequent redevelopment will benefit persons at or below 120% of the area median income.

**Performance Measures**

Household Income levels	Parcels to be acquired for land bank activity
Low Income Families (50% or below)	2 Parcels to be acquired, rehabilitated and rented (2 Units of housing)
Low, Moderate and Middle Income Families (120% or below)	5 Parcels to be acquired, rehabilitated and resold (5 Units of housing)

## **ACTIVITY NUMBER 4**

1.) Activity Name: Planning and Administration

2.) Activity Type:

**NSP eligible use:**

**CDBG eligible activity:** 24 CFR 570.205 and 24 CFR 570.206:  
Cost of Administration and Planning

3.) National Objective: N/A

4.) Projected Start Date: September 29, 2008

5.) Projected End Date: **First Year End Date: June 30, 2010**  
**Final Year End Date: September 30, 2013**

6.) Responsible Organization:

The City of Orlando Housing and Community Development Department is located at 400 S. Orange Avenue, Orlando, FL 32802. The contact person is Lelia W. Allen at (407) 246-2292. The City will hire an employee(s) to coordinate the NSP program.

7.) Location Description: N/A

8.) Activity Description: **Planning & Administration: \$673,026.00**

The City of Orlando Housing and Community Development Department shall be responsible for administering the Neighborhood Stabilization Program (NSP), including developing the plan, coordinating public hearings, coordinating the application process, monitoring and implementing the plan, reporting on plan activities and all other activities associated with NSP. The City of Orlando proposes to spend ten (10) % of NSP funds from each fiscal year of the duration of the program on administrative costs. This expenditure will assist in paying for workshops and training, project feasibility studies, office supplies and expenses, advertising and marketing, and salaries associated with implementing the NSP plan. Consultants may be hired to conduct certain studies and to deliver services.

The City intends to seek the services of not-for-profit as well as for profit organizations to undertake the acquisition, rehabilitation, resale or rent of eligible properties. The City will allow each entity to charge up to 10% of the acquisition and rehabilitation costs as development fees, and soft costs related to the acquisition, rehabilitation, and resale of the homes. These costs shall be considered program delivery costs and shall be charged to the individual homes assisted.

**H. Total Budget:**

**Neighborhood Stabilization Program  
\$6,730,263**

<b>Activity</b>	<b>Allocated Amount</b>	
Planning and Administration		\$ 673,026.00
Purchase, Rehabilitation, and Sale		\$ 3,374,671.00
NSP Homebuyers Program	\$ 3,374,471.00	
Purchase, Rehabilitation, and Rent		\$ 1,682,566.00
Special Need Housing	\$ 1,682,566.00	
Land Bank		\$ 1,000,000.00
Total		\$ 6,730,063.00

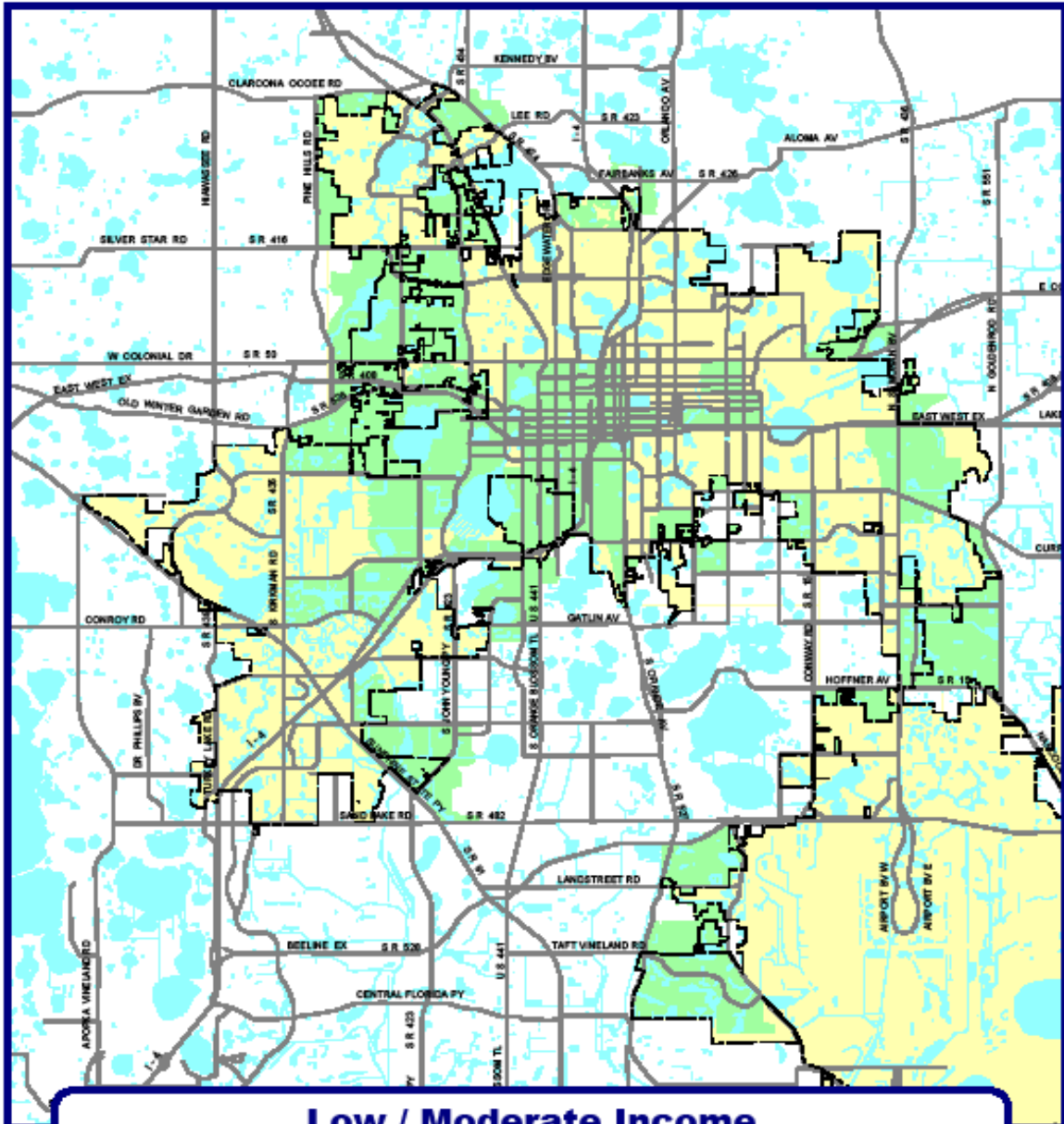
**I. Performance Measures**

<b>Household Income levels</b>	<b>Units of housing to be acquired, rehabilitated and resold</b>
Low and Moderate Income Families (80% or below)	15 housing units
Middle Income Families (81% to 120%)	5 housing units



<b>Household Income levels</b>	<b>Units of housing to be acquired, rehabilitated and rented</b>
Low Income Families (50% or below)	11 rental units

<b>Household Income levels</b>	<b>Parcels to be acquired for land bank activity</b>
Low Income Families (50% or below)	2 Parcels to be acquired, rehabilitated and rented (2 Units of housing)
Low, Moderate and Middle Income Families (120% or below)	5 Parcels to be acquired, rehabilitated and resold (5 Units of housing)

EXHIBIT III



**Low / Moderate Income  
2000 Census**

-  Block Groups with at least 51% of residents that make below 80% of the median income established by HUD\*
-  City of Orlando Jurisdiction, October, 2008



City of Orlando  
Planning & Development

\* HUD - U.S. Housing and Urban Development Department

## Exhibit IV

### City of Orlando Housing Rehabilitation Standards

#### Specifications:

- The specifications shown in this manual are intended to represent items of a quality level known to meet the City of Orlando's Housing Department requirements. The manual was designed to cover all areas of work done by the Housing Department and should be used in conjunction with the work write-up and/or any architectural plans to determine the particular items for each project. While the City endeavors to promulgate written specifications that are accurate and non-restrictive for bidding purposes, we may also \*reference an item by manufacturer's name and number. ***Contractors are cautioned that all items quoted in this manual are to be used without exception.***

#### Bid Packages:

- Upon notification by the ***Housing Specialist***, the Contractor may pick up a bid package at City Hall on the 6<sup>th</sup> floor. Once a bid package has been signed for, the Contractor must attend the mandatory pre-bid walk-through.

#### Pre-Bid Conference:

- All bidders are required to attend a ***Mandatory Pre-Bid Walk-Through*** before the submittal of any bid. The purpose of this walk-through is to provide and solicit information relative to the scope, purpose, nature, and extent of the work. Also, to examine any local conditions, this may affect the work and its performance. ***If the Contractor cannot attend the walk-through or, if after the walk-through, the Contractor chooses not to bid on the project, a "No Bid" must be returned. The "No Bid" may be hand delivered, mailed, or faxed, but must be received by the specified bid due date.***

#### Bids and Proposals:

- Submittal of a bid shall constitute an acknowledgement by the contractor that he/she has thoroughly examined the job site and is familiar with the Housing Rehabilitation work write-up and these specifications. ***All bids must be itemized.*** The line item total will be used as the basis for awarding the bid. If the line item total and the bid price listed on the front of the Invitation to Bid differ, the line item total will prevail. If the winning contractor refuses to accept the project, the contractor may be removed from the bid list for a period of one year, at the discretion of the ***Housing Department Program Manager***. Mathematical errors, omissions, or other mistakes made by the Contractor, will not free a Contractor from honoring a bid. The ***Housing Department Program Manager*** reserves the right to reject any or all bids or proposals.

#### Bid Selection:

- All bids must be submitted sealed and delivered to the Housing Department no later than the specified time and date listed on the Invitation to Bid. The bid will be awarded to the lowest bidder and must be within 10% of the in-house write up. The **Housing Department Program Manager** reserves the right to choose the lowest bidder or to have the project sent out for rebid.

#### Permits:

- All projects must have required permits. A copy of the permit must be turned in before the commencement of work.

#### Commencement of Work:

- For all rehabilitation work except emergency, the contractor, unless prohibited by inclement weather, **must begin work within 7 days** after a written Notice to Proceed has been made available by the Housing Department Staff and signed by the Housing Department Program Manager. **Subcontractors must begin work within 5 days.**
- Contractor will notify the assigned **Housing Specialist** as to commencement of work.
- **All work shall be satisfactorily completed within a specified time period based on the bid amount rounded to the next thousand and multiplied by 1.5 working days (except for new construction).** If the Contractor does not complete the work within the time frame specified in the work contract, the Contractor will be responsible for the lodging costs of the homeowner beyond the contract completion date, unless the reasons for the delay are beyond the Contractor's control and the homeowner and City agree.
- **The Contractor agrees that 5% of the contract price may be withheld from the amount to be paid to the Contractor for each day that the work is not completed past the designated completion date.**

#### Completion of Work:

- **At the completion of the project, the contractor will inform the homeowner how to use and maintain all installed fixtures, appliances, air conditioning systems, smoke detectors, etc.**  
**The Contractor will explain all warranties and give documentation of warranties to the homeowner. The Contractor will also supply the Housing Department and the homeowner with a list of all subcontractors used to install major components (e.g., plumbing, electrical, air conditioning, etc.)**

#### Scope of Work:

- The Contractor shall provide all labor, materials, equipment, permits, drawings (if needed), and services for the proper completion of the rehabilitation of the property specified in the work write up. For new home/reconstruction projects the Housing Department will provide architectural plans.

#### Work Write Up:

- The work write up shall not take precedence over these specifications, architectural drawings, or local and state building codes.

#### **Drawings:**

- Rehabilitation floor plans are for illustrative purposes only and may not show all work required, exact dimensions, or construction details. Contractors shall verify all dimensions prior to submittal of bids.

#### **Changes in the Write Up/Change Orders:**

- *Jobs should be completed with no change orders.*
- Changes will only be permitted when the Contractor or *Housing Specialist* encounters unforeseen conditions, which impact the work and could not be initially evaluated. The Contractor shall not proceed without authorization from the City's representative. Substitutions of materials, changes in the scope of work or workmanship required by these specifications, which may be proposed by the Contractor, shall be submitted in writing with any costs indicated to the Housing Department for approval.
- *The Housing Department Program Manager reserves the right to send out to bid any necessary change orders.*

#### **Workmanship:**

- All work shall be performed in accordance with the standards of the industry and done in a professional and *"workmanlike manner"*.

#### **Materials:**

- All material shall be new, in good condition, and of standard grade unless otherwise agreed to in writing before their delivery to the job. Products and materials should be installed in accordance with manufacturer's directions and specifications.
- When "repair of existing work" is called for by the contract, the item is to be placed in "equal to new condition" either by patching or replacement. All damaged, loose, or rotted parts shall be removed and replaced, and the finished work shall match adjacent work in design and dimension.
- Product types, sizes, colors, etc. shall be in accordance with this specification. Unless authorized by the *Housing Department Program Manager*, any product or material that does not match the specification sheet will be removed and replaced with the contractor absorbing all costs incurred.

#### **Incidental Items:**

- Items not mentioned in these specifications, the architectural drawings, or the rehabilitation write-up that can be reasonably and legitimately inferred to belong to the

work described or be necessary, in good practice, to provide a complete system shall be furnished and installed as though specified in every detail.

#### **Inspection of Work:**

- The Contractor shall facilitate inspection of the work during normal working hours by authorized Building Inspectors, and the work shall be subject to the inspector's acceptance.
- The **Housing Specialist** shall be notified before the completion of work that will be inaccessible.
- **Contractor shall provide a lock box for inspector access on all Housing Department projects.**

#### **Insurance:**

- Insurance coverage required by the Housing Department must be in force throughout the entire contract term. Should the Contractor fail to provide acceptable evidence of current insurance within 7 days prior to the expiration date of an insurance policy or at any time during the contract term, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. The Contractor shall be liable for the entire additional cost of finishing the incomplete portion of a project at the time of termination.

#### **Subcontractors:**

- When subcontractors are employed, they shall be bound by the terms and conditions of this contract insofar as it applies to their work. This shall not relieve the General Contractor from the full responsibility for proper completion of all work executed under this agreement.

#### **Warranty:**

- All rehabilitation or new home/reconstruction work must be warranted by the Contractor for a period of 1 year. Roof work must be warranted by the Roofing Contractor for a period of 5 years. During the warranty period, if the contractor is notified of a problem by the homeowner or a representative of the Housing Department staff, the contractor must make arrangements to inspect the problem at the jobsite within **5 working days**. If the problem is determined to be the responsibility of the Contractor, he must make corrections within **10 working days**. If the Contractor feels the problem does not fall under the requirements of his warranty or is a result of homeowner abuse he should notify the **Housing Specialist**. The **Housing Department Program Manager** will make all final determinations in regard to corrective action. In the event corrections are not made within the required time limit, the **Housing Department Program Manager** reserves the right to remove the Contractor from the bid list until all corrections have been completed.

#### **Building Codes:**

- All work shall be done in accordance with the regulations of the governing local and state codes, as may be interpreted by the Building Department.

### Clean Up:

- **All construction site debris will be placed in a container on a daily basis. No debris is to be left in the yard.** (Code Enforcement will cite for violation) All areas will be thoroughly cleaned at the completion of the project. All debris will be disposed of legally.

### Pay Requests:

- The Contractor shall submit a final permit with all final pay requests. No funds will be disbursed until all required **inspections and final approvals from the Building Department** have been obtained.
- **Faxed pay requests will not be accepted.**
- For rehabilitation projects a partial pay request may be turned in after 50% of the work has been completed and inspected. The partial payment dollar amount will not exceed 60% of the total job cost.
- Pay Requests for new home/reconstruction projects will be issued as follows:
  1. 15% after slab pour.
  2. 15% after lintel pour.
  3. 25% after framing inspection.
  4. 25% after interior/exterior painting.
  5. 20% at completion after final, Certificate of Occupancy and all utilities are operational.

### Storage:

- **A charge for move out** should be included in bids on all projects where the homeowner is required to move.
- Contractor will provide homeowner with boxes and tape. Allowance of \$160.00.
- Contractor to make **a list of household contents**, number of boxes, type of furniture, etc. Homeowner is to sign the list to acknowledge all items removed and same procedure used when returning contents.
- A copy of the contents list is to be turned over to the **Housing Specialist**. (Mandatory) **The Contractor will discard anything left behind on the property.**
- The homeowner is to have the only key to the storage unit and the contract will be in the name of the homeowner and the storage facility.
- Storage bill/moving expenses will be paid by the City and will be included in the bid.

### Construction Facilities and Temporary Controls:

- **Permit box** to be posted at the site on a 4 x 4 post facing the street with a **No Trespassing sign** under the box on all projects requiring a permit.
- Use O.U.C. provided meter on 4 by 4 PT pole with bracing as approved by City Building Inspector where temporary power is needed.
- Verify existing water meter available. Contractor responsible for connection fee.
- Temporary Sanitation: Contractor to provide Comfort House or equal with weekly service when required.

### **Compaction:**

- Contractor shall be required to meet all **compaction requirements** and shall be responsible for testing and certification on all new home/reconstruction projects. Contractor will include all costs in bid.

### **Site Work and Demolition:**

- Includes: lot scraping, root raking, brush clearing and removal, and fill.
- Protect existing trees and landscaping not scheduled for removal with barricades at the drip line. Check with **Housing Specialist** at walk through to verify extent of work to be performed.
- Provide temporary erosion and dust control.
- All areas should be compacted to at least 95% of the material's ASTM D-1557 maximum dry density for its full depth.
- Fill shall be free from topsoil, vegetable matter, roots, debris and other deleterious material. Stumps, roots, brush, etc., shall be removed prior to filling.

### **Survey, Hubbing, and Elevation:**

- **Contractor will be responsible for survey, placement of new construction, and for elevation certification, if needed. Contractor will include costs in bid.**

### **Termite Control:**

- Provide EPA approved termiticide and install per Florida Building Code.

### **Landscaping:**

- All new homes will include new Bahia sod and topsoil installed on the property.
- Additional items such as trees, plants, mulch, etc., will be indicated on the work write up or the architectural drawings.
- No areas are to be left with bare soil. Sod or mulch must be installed.
- Trees are to be 3" to 4" caliper Florida Fancy hardwood.
- Plants and trees shall comply with recommendations and requirements of "American Standard for Nursery Stock" ANSI Z60.1.
- Landscape materials: drought-tolerant, low water "xeriscape" plants where practical.
- **Contractor shall be responsible for any plant requirements mandated by the building or zoning depts.**
- Contractor shall warranty landscape plants for one year. The Contractor is encouraged to visit the site periodically during the warranty period to evaluate maintenance procedures being performed by the owner. Contractor shall notify the owner, in **writing, of maintenance procedures and conditions, which threaten vigorous and healthy plant growth.**

### **Grade:**

- Minimum finished floor height on all new home/reconstruction projects is 2 feet above grade or 2 feet above the crown in the road, whichever is greater. **No Exceptions**

### Concrete:

- Provide cast-in-place concrete including but not limited to footings, foundations, steps and slabs on grade. Follow ACI codes and standards.
- No concrete is to be placed over grass, roots, or foreign matter.
- Reinforcing: Bars: deformed steel, ASTM A615, grade 60 and Mesh: welded steel wire fabric, ASTM A185. Note: Fibermesh is acceptable in lieu of welded steel fabric.
- Portland cement: type I minimum 2500 PSI at 28 days, ASTM C150.
- Aggregate: Normal weight, ASTM C33
- All concrete slabs shall be separated from existing construction by ½ inch asphalt-impregnated expansion joint material.
- Isolation and control joints: industry standard.
- Exterior steps and slabs: broom finish.
- Porch slabs shall be poured on top of stem wall with a ¾ inch overhang.

### Masonry:

- Provide unit masonry for block wall construction.
- Concrete block: normal weight, ASTM C145, C90 Type 1, grade N; nominal 8 x 8 x 16" size with hollow cores. Special shapes as required by plans or buildings configuration.
- Mortar: ASTM C270, Portland cement-line mortar, type N above grade, type M below grade, other types as required by application.
- Ties and reinforcing: hot-dipped galvanized ASTM A153.

### Fences:

- Fences shall consist of the chain link variety, unless otherwise specified, hot dipped galvanized #11 minimum wire, post, and fasteners, minimum 4 feet high.
- Entrance gates shall be minimum 42 inches wide and 4 feet high.
- Driveway gates a minimum of 10 feet wide and 4 feet high.
- Posts shall be anchored in concrete. (60 lbs per post)
- All fence installations shall be surveyed.
- All fence installations shall include the removal of any shrubs, trees, flowers, etc., that may be in the way of, or interfere with the fence installation. Care shall be taken to keep such removal to the minimum necessary for installation.

### Wood /Plastics:

- Provide rough carpentry including but not limited to: framing, blocking, nailers, plates, sub flooring, sheathing and furring.
- Vertical framing members and furring strips shall be 16 inches on center.
- Materials: Lumber – comply with PS 20 and respective grading rules. Plywood – comply with PSI ANSI A 199.1 or APA performance standard.
- Provide galvanized steel connectors by Simpson Strong – Tie Co. or approved equal.
- Provide certified preservative treated lumber at conditions where wood is in direct contact with masonry or concrete, including sole plates, furring and blocking.

- Pressure treated lumber shall be used for all exterior columns, beams, railings, etc.
- Use ½ inch 4 ply CDX plywood for decking roof and gables.
- Decking needs to be nailed, not stapled.

#### **Finish Carpentry:**

- Cement siding/soffit material shall be used for all exterior running and standing trim.
- Materials: Softwoods – comply with PS 20. Hardwoods – comply with NHLA rules. Paint or stain per City’s color selection.
- Finish work: of good quality using mitered corners where practical, and staggered joints.
- All exterior fasteners and hardware shall be galvanized or non-corrosive.

#### **Thermal and Moisture Protection:**

- Roof/attic insulation achieving a minimum of R-30 (cumulative).
- Roof and attic spaces: provide either batt or blown insulation. Sloped ceiling areas: provide batt insulation, supported by metal rods or continuous galvanized wire mesh.
- Acceptable insulation manufacturers: DOW, Certain-Teed, Manville, Owens Corning or equal.
- Provide spray foam insulation at window and door casings, behind electric boxes, and at wall penetrations.
- Underlayment shall be installed in accordance with the Florida Building Code sub-sections 1507.3.8.1 and 1507.3.8.2.
- Non-shrinking latex or silicone caulk shall be used to seal exterior wall construction, including visible cracks. Seal framing members in exterior walls, especially penetrations made by mechanical, electrical, or plumbing trades.

#### **Doors:**

- Exterior doors are to be steel, six panel pre-hung, foam-filled with wood blocking at lock bore area and trim on both sides. ***Front doors should include a peephole.***
- Exterior locksets will be ***Kwikset Ultra Max Security Entry Lever*** (No.740) with satin nickel finish. Deadbolts will be ***Kwikset Ultra Max*** single cylinder (No.980). All locks are to be keyed alike.
- Interior locksets will be ***Kwikset Ultra Max Series*** with satin nickel finish. Privacy lockset (No. 730) Passage lockset (No. 720)
- Contractor will be responsible for providing installation specifications for building department. Information on approved doors and windows can be found at [www.orangecountyfl.net](http://www.orangecountyfl.net).
- Interior doors are to be ***“Masonite.”***
- All door locks are to be satin nickel finish.
- Security doors are to have wire screening.
- All doors are to have a spring doorstop installed where needed.

### Windows:

- All windows are to be aluminum, single hung, double glazed, white in color except to match existing and ***meet Florida Building Code requirements.***
- All windows will have a screen.
- Bathroom windows are to be obscured glass.
- Verify manufacturer's rough opening requirements with windows scheduled on plan.
- Verify windows on plans meet egress requirements of the Florida Building Code.
- Contractor will be responsible for providing installation specifications required by the building department. Information on approved doors and windows can be found at [www.orangecountyfl.net](http://www.orangecountyfl.net).

### Laths and Plaster:

- Portland cement plaster (stucco, not "stucco-like veneer"): 3 coats for frame, 2 coats for block complying with ANSI A42.2 and A42.3.
- Metal lath: comply with MLSFA "Technical Bulletin 101" and ASTM C841.
- Provide zinc alloy or plastic plastering accessories including, but not limited to, small nose corner beads, square edged casing beads, two-piece control joints and fasteners.

### Drywall:

- Provide gypsum board as the typical finish on the project, including, but not limited to, walls, ceilings, and soffit. Provide necessary accessories, anchors and metal corner bead.
- Gypsum wallboard: ½ inch thick; comply with ASTM36-screwed.
- Tub/shower and other moisture-prone areas: provide cement-based backer board.
- Joint treatment shall comply with ASTM C475 as recommended by the manufacturer.
- ***All drywall shall be made from 100% recycled paper.***
- New home/reconstruction project finish: Ceilings – knockdown texture, Walls – orange peel texture.
- All repairs on rehabilitation projects should match existing finish unless otherwise specified.

### Tile:

- All wall tile to be 4 x 4", gloss finish, white. Flat cap or mud cap to be used at edges.
- Standard grade tile installed per specifications or instructions issued by the material manufacturer. Apply with acrylic modified thin-set and grout. ***No mastic shall be used in wet areas.***
- All tile tub/shower surrounds will include cement based backer board. Backer board to be installed over lip of tub, 2 inches past tub/shower on sides, and all joints sealed with fiberglass mesh tape and thin-set. ***No gypsum products behind or over backer board.***
- All tile tub/shower surrounds will include soap dish and towel bar.

### Marble Window Stools:

- Provide honed white marble stools, complying with MIA group "A" requirements for soundness, with rectangular profile and eased edges.

### **Flooring:**

- Carpet to be installed as per manufacturer's specifications. Transitional metals to be installed where needed. ***Carpet selection to be provided by Housing Department.***
- Pad to be minimum 7/16 thickness and 6 lb density.
- Ceramic tile to be 12" x 12" minimum, glazed ceramic tile with a ***PEI rating of 4 (minimum)***

### **Painting:**

- Painting includes all walls, ceiling, trim, closets and doors
- "Color Wheel" paint only, as per the City of Orlando Housing Department - "General Painting Guidelines" dated, April 01, 2004.
- ***Kitchen, bathrooms, all doors and trim to be in semi gloss, all other walls/ceilings to be satin.***
- All surfaces to be painted shall have required prep work included. ***Prep to include filling holes, repairing stucco, caulking, spackling, etc.***
- Remove over spray of texture application from doors, windows and trim prior to painting.
- Use qualified and trained painters, and provide surfaces free of runs, drips, holidays, and other visual defects at time of substantial completion.
- At the completion of all projects the Contractor shall leave, with the homeowner, a small quantity of all paints used in sealed containers.

### **Specialties:**

- All new home/reconstruction projects should include bath accessories, medicine cabinet, and mirror.
- Bath accessories – Provide the following in each bathroom: 1-24-inch ceramic towel bar, shower curtain rod, and ceramic toilet tissue holder.
- Provide 12 inch deep shelving in closets.
- Wire shelving, installed according to manufacture's specifications, i.e. back clips every 12 inches (max), support braces every 36 inches (max)
- Provide 4-inch tall reflective house numbers.

### **Appliances:**

- All ranges are to be G.E. with four burners and a glass panel door.
- Refrigerators are to be G.E. 18 cf., no frost with glass shelves.
- Range hoods to be G.E., ductless or ducted (match existing), fan with light, white.
- Range hoods in new home/reconstruction projects - ducted.
- New home/reconstruction projects will include rough in connections for clothes washer and dryer.
- Appliance colors: standard white factory finish.

### **Cabinetry:**

- All cabinetry, kitchen or bathroom, will be made with solid oak frame and doors.
- Vanity tops shall be one-piece cultured marble vanity top with sink.

### **Plumbing:**

- For new home/reconstruction projects provide plumbing to complete the following work: domestic hot and cold water piping, water heater, drain, waste and vent systems, clothes washer, water heater, and water connection for refrigerator.
- For repiping projects the main waterline must enter through a low area of a wall into a closet or other approved location and be covered diagonally with a 1 x 6 board to protect the pipe, and caulked and painted.
- For repiping projects pipe will be replaced from the utility meter to the house with ¾ inch PVC pipe.
- Quest/Pex or CPVC hot and cold piping to be installed as per manufacturer recommendation.
- New pipe to be thermo-insulated in ***all unconditioned space.***
- For repiping and new home/reconstruction projects a minimum of two hose bibs will be installed with vacuum breakers.
- Old hose bibs are to be removed and patched with mortar, unless electrical ground is attached.
- ***All*** penetrations through walls and cabinets must have escutcheon plates installed.
- ***For rehab projects all drains to be snaked out. Main line from house to street. All drains must be properly working at time of final inspection.***
- For repiping projects all holes made through walls, ceilings, etc. must be repaired to match existing and primed.
- All trenches are to be properly filled and compacted to ground level.

### **Plumbing Fixtures:**

- All toilets and wall hung sinks will be American Standard. ***No exceptions***
- Tubs are to be “Americast”. ***No exceptions***
- All fixtures are to be ***white.***
- Toilets to be 1.6 gal. flush.
- Water Heater – 40-gallon minimum  
88% efficiency rating. ***To meet all installation codes, plumbing, electrical and building.***
- ***All faucets/valves will be handicapped designated. (Moen, or equal)***
- Shower valves with ***anti-scald guard*** at all tub/showers.
- Kitchen sinks shall be stainless steel double bowl with a depth of 8 inches.

### **Mechanical:**

- Provide heating, ventilating and air conditioning systems, including controls, wiring, condensate pumps, thermostats, ducts, dampers, vents, registers, returns, remote panels and exterior pad to complete the work. System to be balanced for uniform air distribution.
- All units are to be ***Rheem, 13 SEER*** minimum, or equivalent, and installed per specification sheet and manufacturer’s specifications. Size and layout must be approved by the Building Department. For new homes heat pumps are approved for use to meet the energy code.
- Air handler to be installed on sealed wood platform with return vent in wall below unit.

- Masonite ½ door shall be used for access. **No bifold doors will be accepted for HVAC closet.**
- Attic-mounted rigid and flexible ductwork: R-6 minimum.
- ***Return vent to be filter backed.***
- Provide ceiling ducted vents with dampers to range and 90 cfm bathroom fan/vent.
- Dryer vent on interior walls will be the “Dryerbox” by In-O-vate Technologies or equivalent.

#### **Electrical:**

- For new home/reconstruction projects install raceways, wires and cables, boxes and wiring devices, smoke detectors in bedrooms and hallways (110v wired with 9v battery backup), light fixtures, doorbells, TV cables and telecommunication systems.
- TV cable lines are to be installed using a wall plate that has an installed male connector. Coaxial shall not be installed through a hole in the wall plate.
- ***Rehab projects will have smoke detectors installed in hallways and bedrooms.***
- For new home/reconstruction projects provide rough-in connections for washer and clothes dryer.
- Provide ceiling light fixtures with metal boxes for future fans at bedrooms and living room.

#### **Lighting and Fans:**

- City’s representative must approve light fixtures.
- ***All fixtures must have fluorescent bulbs installed.***
- Ceiling fans shall be “Hunter” brand, 5 Blade, 52 inches.
- ***All ceiling fans shall have a light kit***

## Exhibit V

### PUBLIC COMMENTS

As of December 1, 2008 the following comments had been received from the Public.

#### COMMENT 1.

From: Gordon Shaw <gordon@floridapartners.org>  
To: "Ms. Lelia Allen" <lelia.allen@cityoforlando.net>  
Date: 11/12/2008 04:44 PM  
Subject: NSP Public Comment

Below are comments to the NSP plan:

Increase in financing mechanism should be considered to reflect 30% of allocation, based on value of housing and mortgage support. NSP allows for City to offer first mortgage financing directly and should not be discounted for use. Further distinction of First time home buyer allocation should be dropped as NSP does not require it and may be restrictive for any qualified purchasers.

Land Bank allocation is insufficient and Demolish building funding also should be included as the city has such structures and mixed use and commercial property in specific area should be recognized. Redevelopment funds are available under NSP and should be allocated.

Failure to include condominiums should be readdressed as that issue reflects the highest area of need and will become blighted more quickly if allowed to and not be addressed. A high number of condo conversions and build outs had taken place with significant developer and investor purchasers who now have walked away from the investment. The available units may be rented however bank foreclosure on the units leave tenants at peril and potential homelessness exacerbated, along with unsold units, which NSP could add value to.

The City is a diverse county and the need for NSP will be greater than the allocation amount. The City should look to partner with the private sector to maximize leverage and velocity of these dollars to leverage and give greater impact over the time allocated by the NSP requirements.

Not mentioned is the program income administrative income disclosure, that based on the revolving nature of NSP dollars might indicate additional program income of \$1,800,000 in administration fees.

Regards  
Gordon Shaw

## COMMENT 2.

From: Carmella Paone <jpaone@earthlink.net>  
To: Lelia.Allen@cityoforlando.net  
Cc: Carmella Paone <jpaone@earthlink.net>  
Date: 11/12/2008 04:32 PM  
Subject: The NSP Substantial Amendment

Dear Ms. Allen,

I writing in hopes that this will be forwarded to the appropriate dept. I'm a mother of a special needs adult who would like to own his own house someday soon. He is proud and wants to be independent but it has been very difficult for him. He receives SSI and we both know that would not be enough for him to make a down payment on a house. He does qualify for the Ship Program which is the \$35,000 down and with the program you may have implemented that might be the program that helps him qualify to purchase a house. Your program states that 40 % of the purchase price would be used for an additional down payment, but for the disable and the special needs I think it should be at least a 60% or more of the purchase price to be used for a down payment. I realize this will be voted on 11/17/08, so I hoping this will make a difference to the disable who feel despair, frustrated, like they don't belong, like they have nothing and never will.

These are people that want to own a home someday that is their dream but you and I both know that doesn't happen for them, most of them end up on the streets or in shelters, or stay with a relative. All I'm asking is that the disable have a chance at the all American Dream the same one that you and I have, we take it for granted, but if you could make this dream come true for them well, they would feel like they belong in society. They would feel proud, please increase the 40 percent to 60% of the purchase price for the disable, so they can be proud. Please give them hope, a chance, a dream they can call reality.

Thank-you,  
Carmella Paone  
407-856-9536

### COMMENT 3.

-----Original Message-----

From: wspiv001@aol.com

To: Lelia.Allen@CityofOrlando.net

Sent: Thu, 13 Nov 2008 5:15 pm

Subject: NSP - Public Comment

Hello Ms. Allen,

I've reviewed the "Draft" of the Neighborhood Stabilization Program and have the following comments:

The NSP as I understand it, calls for the City, possibly in conjunction with participating not for profit housing development organizations, to identify suitable properties within the target areas that may be obtained at specific reduced prices from the appraised value. After acquisition and any needed rehabilitation has been completed, you will then maintain the property while attempting to market the property to a buyer.

I suggest that the NSP include a buyer driven option where a buyer, typically represented by their Realtor, can directly negotiate for the purchase of a foreclosed property within the target area. The sale could be contingent on the sales price being 15% or more, below the appraised value of the property. The City would perform the home inspection allowing the buyer to obtain quotes on repairs and rehabilitation required to comply with NSP guidelines. Payment could be made directly to the contractor(s) at closing with the work performed prior to closing if allowed by the bank that owns the property.

This option will allow the NSP to impact neighborhoods faster and allow a higher percentage of funds to be spent on acquisition related activities and less on maintenance. The NSP financial investment would be reduced by well over \$100,000 for most properties as the Program would not have to absorb the cost of the acquisition but instead be limited to those related to rehabilitation and financing mechanisms. Properties purchased this way could be inhabited by the buyer in most cases immediately after closing as opposed to being vacant and maintained by NSP funds for an indeterminate amount of time.

With the buyer selecting the home at the beginning of the process, it reduces the chances that a property would be acquired that turns out to be hard to re-sell. This option would make it easier to provide assistance to very low income buyers by giving them more options in the target areas within their price range.

Thank you for the opportunity to provide this input!

William Spivey  
Down Payment Assistance Specialist  
Weichert Realtors  
(407) 340-5408