

Osceola County/City of St. Cloud

SHIP LOCAL HOUSING ASSISTANCE JOINT PLAN (LHAP)

2025-2026, 2026-2027, 2027-2028



Table of Contents

Description	Page #
Section I, Program Details	3-6
Section II, Housing Strategies	6
A. Purchase Assistance	6-7
B. Owner Occupied Rehabilitation	8-10
C. Minor Repair Rehabilitation	10-11
D. New Construction- Rental	11-13
E. Security and/or Utility Deposits- Rental Assistance	13-14
F. Mortgage Foreclosure Prevention	14-15
G. Disaster Recovery	15-17
Section III, Incentive Strategies	17
A. Expedited Permitting	17
B. Ongoing Review Process	17-18
C. Mobility Fees	18
Exhibits	18
A. Administrative Budget for each fiscal year covered in the Plan	
B. Timeline for Estimated Encumbrance and Expenditure	
C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan	
D. Signed LHAP Certification	
E. Signed, dated, witnessed or attested adopting resolution	
F. Ordinance: (If changed from the original creating ordinance)	
G. Interlocal Agreement	

I. Program Details:

A. LG(s)

Name of Local Government	Osceola County
Does this LHAP contain an interlocal agreement?	Yes
If yes, name of other local government(s)	City of St. Cloud

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2025-2026, 2026-2027, 2027-2028

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all



strategies unless otherwise stated in an individual strategy in Section II:

N/A

- J. Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. Support Services and Counseling:** Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.
- L. Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

- M. Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

- N. Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely



on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: “A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: “The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.” The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	All Administrative Duties	10%
Third Party Entity/Sub-recipient	N/A	

- R. First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

- S. Project Delivery Costs:** N/A

- T. Essential Service Personnel Definition (ESP):** ESP includes teachers and educators, other school district,



community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.

- U. Describe efforts to incorporate Green Building and Energy Saving products and processes:** Osceola County has included within the LHAP a strategy to address green building principles and energy efficiency. All rehabilitation projects and replacement projects will incorporate green building initiatives and green options in the areas of heating, cooling, water heating, insulation, and windows for both existing and new construction. This applies to Owner-Occupied Rehabilitation and Multi-Family New construction. Additionally, Osceola County will offer education on energy efficiency and reducing utility costs associated with maintenance and utility cost at homes.
- V. Describe efforts to meet the 20% Special Needs set-aside:** If through the intake process, it is determined an applicant family member qualifies as special needs, they will be tracked on a separate spreadsheet and will be prioritized and evaluated on a monthly basis and assisted on a regular basis until the 20% Special Needs requirement is met.
- W. Describe efforts to reduce homelessness:** Osceola County has implemented a Re-Housing strategy in an effort to provide financial resources to homeless families in our area. SHIP funds will be leveraged with other financial resources such as CDGB, HOME, ESG, and etc. In an effort to stretch the available resources and maximize the number of families that can be assisted. Case management services by Human Services case managers will be provided to any homeless families receiving assistance to ensure a reoccurrence of homelessness is minimized.

Section II. LHAP Strategies:

A. Purchase Assistance	Code 2
<p>a. Summary: The purpose of the Osceola County/City of St. Cloud Purchase Assistance Program is to increase the amount of affordable owner-occupied housing by providing down payment, closing costs, impact fees for new construction single family homes to first-time homebuyers. Funds will be used for down payment and closing costs, as needed on a new or existing family home in Osceola County or within the City limits of St. Cloud. Assistance will be for homes with or without rehab work being completed.</p>	
b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028	
c. Income Categories to be served: Very low, low and moderate	
<p>d. Maximum award: Very Low - \$100,000 Low - \$80,000 Moderate - \$50,000</p>	
<p>e. Terms:</p> <p>1. Repayment loan/deferred loan/grant: Deferred loan secured by a subordinate recorded mortgage and note.</p>	



2. Interest Rate: 0%
 3. Years in loan term: 10 years
 4. Forgiveness: 20% is forgiven for each year between years 6-10 of the deferred payment loan.
 5. Repayment: None required as long as the loan is in good standing.
 6. Default: If the home is sold, subordination requirements are not met, title is transferred or the home ceases to be the primary residence of the recipient, then the outstanding balance is due and payable. Those recipients that default as a result of foreclosures, short sales, and noncompliance with insurance requirements will be required to undergo default prevention education or counseling by a certified HUD counselor. Individuals who default on the deferred payment loan due to the sale or transfer of the property will not be required to undergo default education or counseling. Upon the death of the homeowner, the loan will become due at the sale or transfer of ownership unless the heir of the original homeowner that will occupy the home is income eligible.
- f. Recipient Selection Criteria: Osceola County and St. Cloud residents who have lived in the County at least 6 months will be given preference over non-residents. An exception will be made for individuals or families where at least one borrower has lived outside Osceola County but has worked in a business located, either partially or fully, within Osceola County within the last 12 months. Participants must successfully complete a minimum of 8 hours of homebuyer education program from a HUD certified agency. Those families determined ineligible for SHIP assistance after review of their application and completion of the homebuyer education class will be referred to other educational and counseling services. Funds will be available on a first qualified, first-served basis. The applicant must be a first-time homebuyer. All recipients of down payment assistance will be required to complete mandatory post purchase counseling within 6 months after the home purchase.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information:
1. Maximum subsidy represents the amount required for down payment assistance and closing costs expenses.
 2. Homes must be a single family detached home, townhouse, individual condominium unit owned fee-simple or manufactured homes owned fee-simple. Only post June 1994 manufactured homes which bear the Florida Department of Commerce Insignia Seal will be eligible for assistance. The property must have a useful life consistent with the terms of the mortgage, but not less than fifteen (15) years. A knowledgeable recommendation is obtained from a qualified inspector. The viability of the project is determined by the inspector. If the property does not demonstrate a lifespan of 15 years, the inspector will recommend a replacement/rebuild in lieu of repairs.
 3. Borrower must provide at least \$1,000 equity contribution. The applicant shall be responsible for securing a permanent first mortgage with at least a fifteen (15) year term. No seller financing will be allowed.
 4. No household shall be assisted with Purchase Assistance more than once. The applicant must maintain sufficient hazard insurance to insure the property for minimum of the balance of the combined first, second, and subordinate mortgages for the duration of the lien period. The hazard insurance policy, when issued, must name Osceola County, as an insured second or subordinate mortgage holder, depending upon where the property is located. This requirement will be monitored annually by the SHIP Housing staff. Should the insurance company fail to provide the Housing office with annual proof of



- insurance, it will be the responsibility of the lien holder to provide this documentation.
5. Impact fees assistance will only apply to new construction homes. Homes located within the City of Kissimmee city limits (tax districts 200, 202, & 205) will not be eligible for impact fees assistance from Osceola County or the City of St. Cloud.

B. Owner Occupied Rehabilitation	Code 3, 4
---	-----------

a. Summary: This program is designed to assist eligible homeowners with necessary repairs to improve occupant safety and well-being, and/or contribute to the structural integrity and preservation of their owner-occupied home or improvements which allow the household to continue to reside in a self-sufficient manner. The home must be suitable for repairs as determined by an inspector. If it is determined that the unit is a rebuild due to repair costs exceeding \$110,000, the home may be demolished with the owner's consent, and a new home constructed on the same site. There will be no direct application for replacement, only referrals from the rehabilitation inspection process.

- b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$110,000 (rehab), \$255,000 (demo/reconstruction). Maximums include relocation and storage costs.
- e. Terms:
 1. Repayment loan/deferred loan/grant: Repair assistance of \$1,501 or more is given in the form of a deferred payment loan, secured by a subordinate recorded mortgage and note. Assistance provided up to \$1,500 will be in the form of a grant.
 2. Interest Rate: 0%
 3. Years in loan term:

\$1,501-\$15,000	(5 year lien period)
\$15,001-\$30,000	(10 year lien period)
\$30,001- \$255,000	(15 year lien period)
 4. Forgiveness: All subordinate mortgages will be satisfied by the County upon the expiration of the required lien period based upon the project and funding expended.
 5. Repayment: There shall be no monthly payments required.
 6. Default: If the home is sold, upon death, subordination requirements are not met, title is transferred or the home ceases to be the primary residence of the recipient, then the outstanding balance is due and payable. Those recipients that default as a result of foreclosures, short sales, and noncompliance with insurance requirements will be required to undergo default prevention education or counseling by a certified HUD counselor. Individuals who default on the deferred payment loan due to death, the sale or transfer of the property will not be required to undergo default education or counseling.
- f. Recipient/Tenant Selection Criteria: Applicants will be assisted on a first-qualified basis following annual advertisement of SHIP notice of funds availability (NOFA). Applicant screening will be completed at the



initial intake. Applicants must resolve any title, lien, or income eligibility issues before they are determined eligible. Applicants must own and occupy their home.

1. The unit assisted must be owner-occupied and located in Osceola County, City of St. Cloud, or the City of Kissimmee. Units located outside the City of Kissimmee limits will take priority over those units within the city limits.
2. First mortgages, property taxes and /or assessments must be current. Property may not have any existing subordinate mortgages or any liens secured with the property other than the 1st mortgage and/or SHIP and CDBG liens. There may not be any judgments or liens against the property. Applicants who purchased their homes with SHIP funds and are obligated through a second or subordinate mortgage SHIP loan for purchasing the property in which rehabilitation assistance is requested must have owned the property as primary residence for:
 - a. Ten (10) years from the date of purchase if a newly constructed home was purchased.
 - b. Five (5) years from the date of purchase if an existing home was purchased.

Previously assisted SHIP clients who have already received (2) subordinate mortgages in their lifetime, are ineligible for rehab assistance. Previously assisted SHIP homes do not qualify for replacement. No address may be assisted with replacement assistance more than once.

A new mortgage and note will be recorded for the amount of assistance received. This new subordinate mortgage lien will be in addition to any other previous recorded SHIP liens and will run simultaneously with other existing SHIP and/or CDBG liens.

The certified assessed value of the home, as per documentation from the Osceola County Property Appraiser's office, cannot exceed \$305,000 in Osceola County or the City of Kissimmee (Tax Districts 200, 202, & 205) and City of St. Cloud. Osceola County and City of St. Cloud residents will be given priority over City of Kissimmee applicants.

- c. Property must be an existing single family detached home, townhome, individual condominium unit owned fee-simple or post 1994 manufactured home ONLY if it bears the Florida Department of Economic Opportunity (DEO) Insignia Seal. Mobile homes are not eligible for SHIP rehabilitation funds but can be considered for a replacement home if the applicant owns the property in which the mobile home is located.

The property must have a useful life of not less than fifteen (15) years to qualify for rehabilitation through either a property inspection report and/or a 4-point inspection. All rehabilitation projects and replacement projects will incorporate green building initiatives and green options in the areas of heating, cooling, water heating, insulation, windows, and Energy Star appliances.

3. The applicant must maintain sufficient hazard insurance to insure the property for term of the SHIP lien. If determined by SHIP administration that the homeowners does not have or is not able to afford hazard insurance, as part of the rehabilitation costs, SHIP funds may be used to purchase hazard insurance for a period, not to exceed one year. Insurance must be in place at the completion of the rehabilitation project. All applicants assisted through this strategy will be required to maintain hazard insurance for the duration



of the deferred payment loan. Failure to do so will result in a default of the deferred payment loan and loan will become payable.

4. The hazard insurance policy, when issued, must name Osceola County, or City of St. Cloud if applicable, as an insured mortgage holder and work must be performed by a licensed and insured contractor only.

g. Sponsor Selection Criteria: N/A

h. Additional Information: N/A

C. Emergency Repair	Code 6
----------------------------	--------

a. Summary: This program is designed to assist eligible homeowners with long term preservation and maintenance of structural integrity such as replacement roofs, electrical system and plumbing repairs, air conditioner replacement and accessibility items on owner-occupied homes. This strategy will be used to correct health and safety issues that affect the immediate livability of the home.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: \$10,000

e. Terms:

1. Repayment loan/deferred loan/grant: Repair assistance of \$1,500 or less will be awarded in the form of a grant. Assistance in the amount of \$1,501-\$10,000; will be in the form of a deferred payment secured by a subordinate recorded mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 2 years
4. Forgiveness: All subordinate mortgages will be satisfied upon the expiration of the required lien period based upon the project and funding expended.
5. Default: Default of the loan occurs if the recipient(s) home is sold, subordination requirements are not met, title is transferred or the home ceases to be the primary residence of the recipient, then the total amount of assistance at the time of default must be repaid. All eligible loans or grants repaid to the County shall be considered program income.

f. Recipient/Tenant Selection Criteria: Applicants will be assisted on a first qualified, first served basis following annual advertisement of SHIP notice of funds availability (NOFA). Applicant screening will be completed at the initial intake. Applicants must address any title, lien, or income eligibility issues before they are determined eligible. Applicants must own and occupy their home.

1. Units located outside the City of Kissimmee city limits will take priority over those units within the city limits.



2. First mortgages, property taxes and/or assessments must be current. Property may not have any existing subordinate mortgages or any liens secured with the property other than the 1st mortgage and/or SHIP and CDBG liens. There may not be any judgments or liens against the property.
3. Applicants who purchased their homes with SHIP funds and are obligated through a second or subordinate mortgage SHIP loan for purchasing the property in which rehabilitation assistance is requested must have owned the property as primary residence for:
 - a) Ten (10) years from the date of purchase if a newly constructed home was purchased.
 - b) Five (5) years from the date of purchase if an existing home was purchased.
4. Previously assisted SHIP clients who have already received (2) subordinate mortgages in their lifetime, are ineligible for emergency repair assistance.
5. A new mortgage and note will be recorded for the amount of assistance received. This new subordinate mortgage lien will be in addition to any other previous recorded SHIP liens and will run simultaneously with other existing SHIP and/or CDBG liens.
6. The certified assessed value of the home, as per documentation from the Osceola County Property Appraiser's office, cannot exceed \$305,000 in Osceola County or the City of Kissimmee (Tax Districts 200, 202 & 205) and St. Cloud.
7. Property must be an existing single family detached home, townhome, individual condominium unit owned fee-simple or post-June 1994 manufactured home ONLY if it bears the Florida Insignia Seal. Mobile homes are not eligible for SHIP rehabilitation funds but can be considered for a replacement home if the applicant owns the property in which the mobile home is located.
8. The property must have a useful life of not less than fifteen (15) years to qualify for rehabilitation. All rehabilitation projects and replacement projects will incorporate green building initiatives and green options in the areas of heating, cooling, water heating, insulation, and windows.
9. The applicant must maintain sufficient hazard insurance to insure the property for term of the SHIP lien. All applicants assisted through this strategy will be required to maintain hazard insurance for the duration of the deferred payment loan. Failure to do so will result in a default of the deferred payment loan and loan will become payable.
10. The hazard insurance policy, when issued, must name Osceola County as an insured mortgage holder and work must be performed by a licensed and insured contractor only.

g. Sponsor Selection Criteria: N/A

h. Additional Information: N/A

1. Should the recipient sell or transfer ownership of property assisted under this strategy, the subordinate mortgage shall become payable in full. There shall be no monthly payments.

D. New Construction- Rental

Code 21

- a. Summary: This strategy will be used to provide assistance in partnership with other available funding for new construction of affordable housing and/or land acquisition for decent, safe, and sanitary affordable multifamily housing in Osceola County, or the City of St. Cloud if applicable. The purpose of this funding is to be used as the local government match for the Low Income Housing Tax Credit Program. Preference will be given to any projects that focus on special needs housing including but not limited to elderly, homeless persons, persons with disabilities, and have other federal, state or local funds such as HOME, CDBG, and other HUD funds in the project.
- b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$50,000 per project
- e. Terms:
1. Repayment loan/deferred loan/grant: Assistance to Applicants under this strategy will be in the form of a twenty (20) year deferred payment loan. The loan will be secured by a subordinate mortgage on the property.
 2. Interest Rate: 0%
 3. Years in loan term: 20 Years
 4. Forgiveness: The loan will be forgiven after twenty (20) years.
 5. Repayment: None required as long as the loan is in good standing.
 6. Default: Should the developer default on the terms of the agreement, or fail to meet SHIP Program requirements, the Applicant will be required to repay Osceola County the full amount of the SHIP loan.
If at any time during the lien period, the property is sold or transferred by the owner, one hundred (100%) percent of the loan will be recaptured, unless the property is sold or transferred to an eligible organization approved by the County.
SHIP assisted rental housing offered for sale prior to the end of the twenty (20) year affordability period or that have remaining mortgages funded under this program, must give a first right of refusal to eligible non-profit organizations for purchase at the current market value for continued occupancy by eligible residents as per Florida Statutes 420.9075(4)(f).
- f. Recipient/Tenant Selection Criteria: Tenants shall be selected on a first-qualified, first-served basis.
- g. Sponsor Selection Criteria: Multifamily complexes or sites for new construction developments must be located in Osceola County or the City of St. Cloud if applicable. Applicants applying for funding as a match through the Florida Housing Finance Corporation (FHFC) shall be awarded funding from Osceola County only if the proposed project is approved for financing from FHFC.
1. New construction developments must exceed twenty (20) units.
 2. Preference will be given to applications that provide the highest percentage of units for very-low and low



income households as defined by the Area Median Income limits as published by HUD and distributed by Florida Housing Finance Corporation on an annual basis.

3. Property Management must be knowledgeable in the selection of income qualified tenants and income certification processes.
4. No Developer may be assisted with multifamily rental housing rehabilitation or new construction assistance more than one time in a three (3) year period and a maximum of two (2) times within a ten (10) year period unless approved on a case by case basis by the County Commission or the City Council of St. Cloud if applicable.

h. Additional Information: N/A

E. Security and/or Utility Deposits – Rental Assistance	Code 23, 26
--	-------------

a. Summary: This strategy is designed to provide three distinct types of housing assistance to residents of Osceola County, including those from the City of Kissimmee and City of St. Cloud, who are at risk of homelessness or displacement. City of Kissimmee residents will be verified with the City of Kissimmee to ensure no duplication of assistance is occurring.

1. **Eviction Prevention Assistance** provides monthly rental assistance and/or eviction prevention assistance not to exceed six (6) months' rent. Applicants must show proof of a qualifying hardship and hardship recovery. The monthly rental rate may not exceed the SHIP rent limits chart in accordance with the family's income limit. **Income Limit:** Low or below.
2. **Rental and Utility Deposit Assistance** addresses the need for deposit assistance for residents facing financial barriers when seeking rental housing, including those affected by the closure of mobile home parks or conversion of affordable rental units into condominiums. Qualifying units must meet a health and safety inspection. **Income Limit:** Low or below.
3. **Rental Subsidies Assistance** offers ongoing monthly rental subsidies, not exceeding twelve (12) months' rent, aimed at stabilizing housing situations. These subsidies are targeted at families with at least one adult meeting the special needs criteria outlined in Florida Statute 420.0004 (13), or individuals who qualify as homeless as per Florida Statute 420.621. This form of assistance is restricted to only VLI homeless households. The monthly rent cannot surpass the 120% AMI amount on the rent limits chart, irrespective of household income. **Income Limit:** Very low or below.

By providing these three forms of assistance, the strategy aims to ensure housing stability and mitigate homelessness across Osceola County.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very low, low

d. Maximum award: \$20,000

e. Terms:

1. Repayment loan/deferred loan/grant: Assistance shall be provided in the form of a grant.



2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default N/A

- f. Recipient/Tenant Selection Criteria: Recipient Selection Criteria: Priority will be given to very low and low income households for the rental subsidy and eviction prevention assistance.
1. Applicants will be assisted on a first qualified, first served basis following annual advertisement of SHIP notice of funds availability (NOFA). I.
 2. Osceola County residents will be given priority over City of Kissimmee.
 3. Applicants assisted under this strategy must lease (for no less than a one-year lease) a dwelling unit which meets the Standard Housing Code Requirements and whose occupancy will not violate any other County or City codes or ordinances including zoning codes.
 4. The rent limit requirements of the SHIP program will be observed above.
- g. Sponsor/Sub-recipient Selection Criteria: N/A
- h. Additional Information: This strategy is subject to fund availability and may not be available every fiscal year. Assistance is limited to a one-time award within any three-year period. Total assistance is limited to either the maximum dollar amount or the maximum number of months allowed, whichever comes first, per strategy. Eviction prevention assistance cannot be combined with rental deposit assistance or rental subsidies.

F. Mortgage Foreclosure Prevention	Code 7
---	--------

a. Summary: This strategy will provide assistance to eligible applicants who are delinquent in their mortgage payments but whose homes have not yet had a foreclosure sale date set. Assistance is available for homeowners who had a crisis and/or hardship as defined in the County Administration approved SHIP policies and procedures. A hardship is defined as a situation which as occurred at no fault of the borrower such as a reduction in income, death of a spouse, loss of employment, divorce, reduction of employment, illness, fire or other disaster.

- b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$15,000
- e. Terms:
1. Repayment loan/deferred loan/grant: Mortgage Foreclosure assistance over \$1,501 is provided as a deferred payment loan, secured by a mortgage. Assistance of \$1,500 or less is given as a grant.
 2. Interest Rate: 0%
 3. Years in loan term: 2 years.



4. Forgiveness: No payments are required if the applicant resides in the home as their primary residence. The SHIP compliance period is 2 years. At the end of the 2-year period, the deferred mortgage will be fully satisfied.
5. Repayment: N/A
6. Default: The home must be used as the applicant's primary residence. The loan amount is reduced annually as long as the applicant continues to live in the home. If the home is sold, upon death, the title is transferred, subordination requirements are not met, or the home ceases to be the primary residence, the full amount of assistance must be repaid. For assistance of \$1,500 or less (grant), there are no recapture terms. Any repaid loans or grants are considered program income for the County.

f. Recipient/Tenant Selection Criteria: Applicants will be assisted on a first qualified, first served basis following annual advertisement of SHIP notice of funds availability (NOFA). Applicants will only be eligible for assistance one (1) time within a (3) year period. Osceola County and City of St. Cloud residents will be given priority over City of Kissimmee applicants.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

The certified assessed value of the home, as per documentation from the Osceola County Property Appraiser's office cannot exceed \$305,000 in Osceola County. Property taxes & homeowners' insurance must be paid current unless these amounts were being escrowed as part of the mortgage payment. Property shall have no other liens other than the first mortgage or previous SHIP, CDBG, or NSP liens. No assistance will be provided to any property owner whose home is in the process of foreclosure or which has County, State or Federal tax or other liens levied against it other than a previous SHIP, CDBG, and/or NSP lien, except exceptional cases as determined by the County Manager or his designee.

G. Disaster Recovery	Code 5, 16
-----------------------------	------------

- a. Summary: The Disaster Strategy aids households in the aftermath of a disaster as declared by the President of the United States or Governor of the State of Florida. This strategy will only be funded and implemented in the event of a disaster using any funds that have not yet been encumbered or with additional disaster funds allocated by Florida Housing Finance Corporation. Assistance will be available to Osceola County owner occupied properties. Homes located within the City of Kissimmee and City of St. Cloud city limits will not be eligible for repair assistance. Rental and mortgage assistance will be available to Osceola County, City of St. Cloud, and City of Kissimmee residents with priority being given to Osceola County residents. SHIP disaster funds may be used for items such as, but not limited to:

- (a) purchase of emergency supplies for eligible households to weatherproof damaged homes;
- (b) interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;

- (c) construction of wells or repair of existing wells where public water is not available;
- (d) payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies;
- (e) security deposit for eligible recipients that have been displaced from their homes due to disaster;
- (f) rental assistance for eligible recipients that have been displaced from their homes due to disaster for up to 18 months..
- (g) temporary rent and utility payments for up to 18 months for tenants financially impacted by a health pandemic such as COVID19
- (h) temporary mortgage and utility payments for up to 18 months for homeowners financially impacted by a health pandemic such as COVID-19
- (i) strategies included in the approved LHAP that benefit applicants directly affected by the declared disaster.
- (j) other activities as proposed by the County and approved by Florida Housing.

- b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$ 30,000
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Assistance shall be provided in the form of a grant for assistance up to \$15,000 for items a through h above. All other assistance will be in the form of a deferred payment loan or as stated in the strategy used.
 - 2. Interest Rate: 0%
 - 3. Years in loan term: 10 years for amounts of \$15,001-\$30,000 secured by a subordinate recorded mortgage and note.
 - 4. Forgiveness: Forgiven at the end of the loan term.
 - 5. Repayment: There shall be no monthly payments required.
 - 6. Default/Recapture: Default of the loan occurs if the recipient(s) home is sold, subordination requirements are not met, title is transferred or the home ceases to be the primary residence of the recipient, then the total amount of assistance at the time of default must be repaid. All eligible loans or grants repaid to the County, or the City of St. Cloud, if applicable, shall be considered program income. Should the death of the homeowner occur prior to the expiration of the deferred payment loan, at the sale or transfer of ownership the balance of the deferred payment loan shall become due.
- f. Recipient/Tenant Selection Criteria: Priority will be given to very low- and low-income households. Applicants will be received on a first qualified, first served basis.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Property Eligibility
 - 1. Property must be owner-occupied



2. The property must be located in Osceola County. Rehabilitation for this strategy is defined as the repairs or improvements which are needed for safe or sanitary habitation or correction of substantial code violations that are a result of a disaster. Generally, such needs may include: purchase of emergency supplies for eligible households to weatherproof damaged homes, interim or permanent repairs to correct or avoid further damage, tree and debris removal required to make individual housing units habitable, insurance deductibles, and post disaster assistance with non-insured repairs.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Osceola County realizes that time is of the essence for development projects. Expedited Processing can provide cost and time savings to the developer which helps to lower the cost of the home to the homebuyer.

Established policy and procedures:

Projects determined to be affordable housing projects are placed on the Planning Commission's agenda regardless of workload. That is, affordable housing projects would be placed on the agenda regardless of whether they exceeded the forty (40) project maximum.

The Building Department reviews affordable housing projects submitted and flags them so that permits are issued within a forty-eight hour period.

Expedited permitting will be provided to builders and developers who are applying for Federal and/or State Affordable Housing Programs.

Expedited permitting will be provided to Non-Profit Organizations that are building affordable housing with a sales price that does not exceed the maximum sales price for the State Housing Initiative Partnership (SHIP) Program.

Expedited permitting will be provided for site and development approval, plats and building permits for any applicant when a minimum of fifteen (15) percent of the total residential units within the development are affordable to households earning less than 120% of the area median income.

Note: *Applications that include more than one phase for residential development must construct at least ten (10) percent of the total affordable housing units within the first phase of development.

B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.



The Affordable Housing Advisory Committee currently serves as the affordable housing advisory committee for the SHIP Program. This committee meets for the purpose of discussing current and proposed plans for housing programs. Copies of proposals are submitted to the AHAC and comments received, when appropriate, are incorporated in the plans and forwarded to the Board of County Commissioners for final approval.

One staff member from the Human Services Division serves on the County's Technical Review Staff (TRS). This position would serve on an as-needed basis to inform the other TRS members of policy changes, inclusive of increases in impact fees, permit fees, and changes in land development regulations, that may affect the cost of housing. This person will review all applications presented at TRS that relate to affordable housing. Additionally, this staff person will present new items to the Affordable Housing Advisory Committee.

C. Other Incentive Strategies Adopted: **Mobility Fees**

Mobility fees are an incredible expenditure for developments, especially those which incorporate affordable housing. The County established a mobility fee incentive program to encourage the construction of affordable housing in unincorporated Osceola County. One million dollars is budgeted annually to assist affordable housing developers with mobility fees. Developers can apply to the Housing & Community Services office requesting the mobility credit for their project. The request is reviewed as well as the proposed project. Housing & Community Services staff work with the Community Development Department staff to calculate the amount of the credit available based on the development and then it is applied to the developer's application.

IV. EXHIBITS:

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.
- F. Ordinance: (If changed from the original creating ordinance).
- G. Interlocal Agreement (Required if applicable).
- H. Other Documents Incorporated by Reference (If applicable).

Osceola County/City of St. Cloud

Fiscal Year: 2025-2026	
Estimated SHIP Funds for Fiscal Year:	\$ 2,707,973.00
Salaries and Benefits	\$ 256,500.00
Office Supplies and Equipment	\$ 10,000.00
Travel Per diem Workshops, etc.	\$ 4,000.00
Advertising	\$
Other*	\$
Total	\$ 270,500.00
Admin %	9.99%
	OK
Fiscal Year 2026-2027	
Estimated SHIP Funds for Fiscal Year:	\$ 2,707,973.00
Salaries and Benefits	\$ 256,500.00
Office Supplies and Equipment	\$ 10,000.00
Travel Per diem Workshops, etc.	\$ 4,000.00
Advertising	\$
Other*	\$
Total	\$ 270,500.00
Admin %	9.99%
	OK
Fiscal Year 2027-2028	
Estimated SHIP Funds for Fiscal Year:	\$ 2,707,973.00
Salaries and Benefits	\$ 256,500.00
Office Supplies and Equipment	\$ 10,000.00
Travel Per diem Workshops, etc.	\$ 4,000.00
Advertising	\$
Other*	\$
Total	\$ 270,500.00
Admin %	9.99%
	OK
<p>*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.</p> <p>Details:</p>	

Exhibit B
Timeline for SHIP Expenditures

____ Osceola County/City of St. Cloud affirms that funds allocated for these fiscal years will
 (local government)
 meet the following deadlines:

Fiscal Year	Encumbered	Expended	Closeout Report
2025-2026	6/30/2027	6/30/2028	9/15/2028
2026-2027	6/30/2028	6/30/2029	9/15/2029
2027-2028	6/30/2029	6/30/2030	9/15/2030

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation should be notified according to the following dates:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2025-2026	3/30/2028	6/15/2028
2026-2027	3/30/2029	6/15/2029
2027-2028	3/30/2030	6/15/2030

Requests for Expenditure Extensions (close-out year ONLY) must be emailed to robert.dearduff@floridahousing.org and include:

1. A statement that “(city/county) requests an extension to the expenditure deadline for fiscal year _____.”
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan/timeline of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

ACFR financial statements are due each June 30 for the report ending September 30 of the previous year.

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2025 - 2026												
Name of Local Government:			Osceola County/City of St. Cloud									
Estimated Funds (Anticipated allocation only):			\$ 2,707,973									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
1,2	Purchase Assistance	Yes	5	\$100,000	5	\$80,000	3	\$50,000	\$1,050,000.00	\$0.00	\$1,050,000.00	13
3,4	Owner Occupied Rehabilitation	Yes	4	\$110,000	4	\$110,000			\$880,000.00	\$0.00	\$880,000.00	8
6	Emergency Repair	Yes	1	\$110,000		\$110,000			\$110,000.00	\$0.00	\$110,000.00	1
4	Demolition/Reconstruction	Yes	1	\$255,000		\$255,000			\$255,000.00	\$0.00	\$255,000.00	1
5	Disaster Recovery	Yes		\$30,000					\$0.00	\$0.00	\$0.00	0
7	Mortgage Foreclosure Prevention	No		\$10,000	2	\$10,000	3	\$10,000	\$0.00	\$50,000.00	\$50,000.00	5
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		11		11		6		\$2,295,000.00	\$50,000.00	\$2,345,000.00	28
Purchase Price Limits:			New	\$ 360,000	Existing	\$ 360,000						

OK

OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
20,21	New Construction Rental	Yes							\$0.00	\$0.00	\$0.00	0
23,26	Rental and / or Utility Deposits	No	5	\$10,000	4	\$10,000			\$0.00	\$90,000.00	\$90,000.00	9
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		5		4		0		\$0.00	\$90,000.00	\$90,000.00	9
	Administration Fees		\$ 270,797		10%		OK					
	Home Ownership Counseling		\$ -									
Total All Funds			\$ 2,705,797 OK									

Set-Asides

Percentage Construction/Rehab (75% requirement)		84.7%	OK
Homeownership % (65% requirement)		86.6%	OK
Rental Restriction (25%)		3.3%	OK
Very-Low Income (30% requirement)	\$ 1,355,000	50.0%	OK
Low Income (30% requirement)	\$ 860,000	31.8%	OK
Moderate Income	\$ 180,000	6.6%	

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2026-2027												
Name of Local Government:			Osceola County/City of St. Cloud									
Estimated Funds (Anticipated allocation only):			\$ 2,707,973									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
1,2	Purchase Assistance	Yes	5	\$100,000	5	\$80,000	3	\$50,000	\$1,050,000.00	\$0.00	\$1,050,000.00	13
3,4	Owner Occupied Rehabilitation	Yes	4	\$110,000	4	\$110,000			\$880,000.00	\$0.00	\$880,000.00	8
6	Emergency Repair	Yes	1	\$110,000		\$110,000			\$110,000.00	\$0.00	\$110,000.00	1
4	Demolition/Reconstruction	Yes	1	\$255,000		\$255,000			\$255,000.00	\$0.00	\$255,000.00	1
5	Diaster Recovery	Yes		\$30,000					\$0.00	\$0.00	\$0.00	0
7	Mortgage Foreclosure Prevention	No		\$10,000	2	\$10,000	3	\$10,000	\$0.00	\$50,000.00	\$50,000.00	5
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		11		11		6		\$2,295,000.00	\$50,000.00	\$2,345,000.00	28
Purchase Price Limits:			New	\$ 360,000	Existing	\$ 360,000						

OK

OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
20,21	New Construction Rental	Yes							\$0.00	\$0.00	\$0.00	0
23,26	Rental and / or Utility Deposits	No	5	\$10,000	4	\$10,000			\$0.00	\$90,000.00	\$90,000.00	9
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		5		4		0		\$0.00	\$90,000.00	\$90,000.00	9
	Administration Fees		\$ 270,797		10%		OK					
	Home Ownership Counseling		\$ -									
Total All Funds			\$ 2,705,797		OK							

Set-Asides

Percentage Construction/Rehab (75% requirement)		84.7%	OK
Homeownership % (65% requirement)		86.6%	OK
Rental Restriction (25%)		3.3%	OK
Very-Low Income (30% requirement)	\$ 1,355,000	50.0%	OK
Low Income (30% requirement)	\$ 860,000	31.8%	OK
Moderate Income	\$ 180,000	6.6%	

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2027-2028												
Name of Local Government:			Osceola County/City of St. Cloud									
Estimated Funds (Anticipated allocation only):			\$ 2,707,973									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
1,2	Purchase Assistance	Yes	5	\$100,000	5	\$80,000	3	\$50,000	\$1,050,000.00	\$0.00	\$1,050,000.00	13
3,4	Owner Occupied Rehabilitation	Yes	4	\$110,000		\$110,000			\$440,000.00	\$0.00	\$440,000.00	4
6	Emergency Repair	Yes	1	\$110,000		\$110,000			\$110,000.00	\$0.00	\$110,000.00	1
4	Demolition/Reconstruction	Yes	1	\$255,000		\$255,000			\$255,000.00	\$0.00	\$255,000.00	1
5	Disaster Recovery	Yes		\$30,000					\$0.00	\$0.00	\$0.00	0
7	Mortgage Foreclosure Prevention	No		\$10,000	2	\$10,000	3	\$10,000	\$0.00	\$50,000.00	\$50,000.00	5
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		11		7		6		\$1,855,000.00	\$50,000.00	\$1,905,000.00	24
Purchase Price Limits:			New	\$ 360,000	Existing	\$ 360,000						

OK

OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
20,21	New Construction Rental	Yes							\$0.00	\$0.00	\$0.00	0
23,26	Rental and / or Utility Deposits	No	5	\$10,000	4	\$10,000			\$0.00	\$90,000.00	\$90,000.00	9
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		5		4		0		\$0.00	\$90,000.00	\$90,000.00	9
	Administration Fees		\$ 270,797		10%		OK					
	Home Ownership Counseling		\$ -									
Total All Funds			\$ 2,265,797 OK									

Set-Asides

Percentage Construction/Rehab (75% requirement)		68.5%	Does Not Meet Requirement
Homeownership % (65% requirement)		70.3%	OK
Rental Restriction (25%)		3.3%	OK
Very-Low Income (30% requirement)	\$ 1,355,000	50.0%	OK
Low Income (30% requirement)	\$ 420,000	15.5%	OK
Moderate Income	\$ 180,000	6.6%	

**CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity:

Osceola County/St. Cloud

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the

local governments audited financial statements (ACFR). An electronic copy of the ACFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

Witness

Viviana Janer
Chief Elected Official or designee

Viviana Janer - Chair for the Osceola County Board of County Commissioners

Witness

Type Name and Title

April 07, 2025
Date

OR

José Barrios
Attest:



**INTERLOCAL AGREEMENT
BETWEEN
OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE CITY OF ST. CLOUD
FOR ADMINISTRATION OF JOINT LOCAL HOUSING ASSISTANCE PROGRAM**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered by and between the Osceola County Board of County Commissioners, a political subdivision of the State of Florida, (hereinafter referred to as "County"), and the City of St. Cloud a municipal corporation of the State of Florida (hereinafter referred to as "City").

RECITALS:

WHEREAS, The Florida Interlocal Cooperation Act of 1969, s. 163.01, Fla. Stat., permits local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner that will accord best with the needs and development of local communities;

WHEREAS, the William E. Sadowski Affordable Housing Act, §§ 420-907 - 420-9079, Fla. Stat. ("Act") provides for the establishment of local housing assistance programs under the State Housing Initiative Partnership (SHIP) Program;

WHEREAS, the parties wish to provide for the housing needs of their citizens, and to promote the efficient location, design and provision of affordable housing;

WHEREAS, the Act encourages the establishment of joint local housing assistance programs, and provides for the entering into interlocal agreements for the establishment and implementation of such joint programs;

WHEREAS, the parties wish to establish a joint local housing assistance program;

WHEREAS, the Act authorizes monies to be distributed to approved counties and eligible municipalities within the County pursuant to an Interlocal Agreement;

WHEREAS, the Parties desire to distribute monies available under the Act pursuant to this Agreement and to provide for the County's implementation and administration of the Acts requirements;

WHEREAS, the parties do hereby agree that the SHIP program funds are to be distributed to the County by Florida Housing Finance Corporation, as provided in 420.9073, FL Statutes. Said funds shall be used within Osceola County with a minimum amount equal to the City's annual allocation being used within the City;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration provided by each party hereto, the parties agree as follows:

1. **Definitions.** For the purposes of this Agreement, the definitions contained in the Act, and Chapter 67-37, Florida Administrative Code, as they may be amended from time to time, are adopted by reference.

2. **Establishment of Joint Local Housing Assistance Program.** The Parties agree to establish a joint local housing assistance program ("Program"), pursuant to the requirements of the Act, which shall be established for a three (3) year period, all subject to the provisions of §§ 420.907 - 420.9079, Fla. Stat., and other applicable law. The program shall consist of establishing a Local Housing Assistance Plan (LHAP) and the Implementation and Administration of the Program. The LHAP shall be jointly developed by the parties and shall be adopted and amended only by resolution of each of the parties pursuant to the provisions of the Act.

3. **Administration.** County, through its SHIP Program shall be solely responsible for the administration and implementation of the Program in accordance with the provisions of the Act.

3.1 **County Provision of Performance Reports.** County shall provide the City with quarterly tracking logs for each approved strategy within the approved LHAP as further described in Section 6 herein and one (1) Annual Performance Report per Program per fiscal year. The Annual Performance Report shall be the annual reporting materials required pursuant to the Act. The Performance Report shall, at a minimum, provide the City with the following information: Population data for those assisted including: income level, age, family size, race and any special needs populations; amount of funds expended within the City, by category with the City Program; and balance of funds remaining to be expended within the City.

3.2 County shall file a single annual report for all Program activities, in all applicable governmental jurisdictions, pursuant to the requirements of the Act's implementing regulations. A copy of the submitted report shall be provided to the City.

3.3 County shall establish, or cause to be established based on input from the City, all of the administrative criteria or requirements necessary or desirable to implement the Act, including without limitation, the following: (i) maximum award schedules; (ii) qualification systems for applications received pursuant to the Program activities; (iii) eligibility criteria for Program participants; (iv) advertising requirements for the availability of funds; and (v) definitions of affordable housing. The parties expressly agree that the administrative criteria or requirements to be established may, as applicable or appropriate, vary based on either the nature of the Program element or strategy to be addressed, or the requirements of the local jurisdiction, all of which shall be subject to the provisions of the Act.

3.4 City shall have the right to at its option and upon reasonable prior notice monitor the County files to ensure that the funds are being encumbered and expended in a timely manner and that all rules and regulations pertaining to the Act are being adhered to. Should it be found that the funds are not being encumbered or expended in a timely manner or that there are violations of the rules and regulations, the City shall have the option of requiring the

County to obtain Technical Assistance and/or start termination proceedings under Section 8.2 of the Agreement

4. **Establishment and Administrative of Fund.** In order to implement and administer the Act, the County shall establish a specially designated and dedicated SHIP Fund ("SHIP Fund") within the official fiscal and accounting records of the County. All monies received from the State pursuant to the Act, and any funds received or budgeted to provide funding for the Program, shall be deposited in the SHIP Fund.

4.1 Restrictions on use of Funds. Pursuant to the Act's requirements, expenditures other than for the administration and implementation of the Program shall not be made from the SHIP Fund.

4.2 Audit of SHIP Fund. The County agrees that the SHIP Fund shall be separately stated as a special revenue fund in the County's audited financial statements. Copies of such audited financial statements shall, consistently with the requirements of the Act, be forwarded to the Florida Housing Finance Corporation as soon as such statements are available. The County shall provide the City a copy of this audit.

5. **Distribution of Funds Available Pursuant to the Act.** All monies available to the City and the County pursuant to the Act shall be distributed to the County as provided in the Act.

5.1 Directions to Corporation. The City and the County shall mutually direct the Florida Housing Finance Corporation (the "Corporation") to distribute the monies pursuant to the Act in accordance with this Agreement, and authorize the Corporation to rely on the parties' stated intent and authority to execute this Agreement.

5.2 Deposit of Funds. The monies to be distributed by the Corporation will be deposited in the County's SHIP Fund.

5.3 The Corporation shall be notified by both parties of any change in the status of the SHIP Fund, or the distribution agreement between them.

5.4 County shall administer and distribute the SHIP Program funding according to the allocation schedule calculated and determined by the parties and approved by the Corporation. County shall collect a 10 percent (10%) administrative fee and the City of St. Cloud shall collect a zero percent (0%) administrative fee for administration of SHIP program funds.

5.5 County shall utilize good faith efforts to recapture SHIP Program funding. County shall place all recaptured and recycled SHIP funds in the SHIP Fund. Recaptured and recycled SHIP funding shall be allocated to SHIP strategies as collectively determined by the parties and shall be restricted for expenditure within the boundaries of the local governmental jurisdiction from which the recaptured or recycled funds originated.

6. **Disbursement of Funds.** County will ensure that SHIP funds disbursed are at all times expended in accordance with the Act's requirements, provide income verification and certification for all applicants for SHIP funding assistance, monitor and determine applicant eligibility and the amount of SHIP funding assistance pursuant to the Act's guidelines, and coordinate all administrative functions between the Parties. County shall provide the City with a quarterly tracking log evidencing each strategy expenditure made by County on the City's behalf.

7. **Modification of Agreement.** This Agreement may be modified by resolution(s) of the parties adopting a written amendment of this Agreement. As required by the Act, or other applicable law, amendments to the program or this Agreement shall not become effective until following review and approval required by the Act.

8. **Term and Termination of Agreement.**

8.1 **Term of Agreement.** Unless earlier terminated pursuant to other provisions of this Agreement, the term of this Agreement shall run concurrently with the distribution of monies pursuant to the Act. For so long as this Agreement remains effective, the Parties agree that they will not do anything to jeopardize the other party's right to receive its distributions pursuant to the Act.

8.2 **Termination of Agreement.** At any time during the term of this Agreement the City or the County may provide ninety (90) calendar days advance written notice of the termination of this Agreement. In the event of a notice of termination, this Agreement shall terminate and be of no further force or effect as to either party on the ninetieth (90th) calendar day following the non-noticing party's receipt of the termination notice; provided, however, that all Program funds encumbered by the County prior to the date of termination shall continue to be payable to the County pursuant to the terms of such encumbrance(s). In the event of a termination, the Parties agree to mutually advise the Corporation of the termination of this Agreement, and to provide for the continued orderly payment of those funds to be distributed pursuant to the Act necessary to fulfill outstanding encumbrances, if any. In the event of a termination of this Agreement, the distribution and allocation of unencumbered funds to the County and the City shall be pursuant to the requirements of the Act.

9. **Interpretation.** The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

10. **Notices.** Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for who it is intended at the place specified below. The place for giving of notice shall remain the same until it shall have been changed by written notice in compliance with the provision of this paragraph. For the present, the parties designate the following as the respective place for giving of notice:

FOR OSCEOLA COUNTY:

With a copy to:

Assistant Human Services Director
1392 E. Vine Street
Kissimmee, FL 34744

Office of County Attorney
1 Courthouse Square, Suite 4200
Kissimmee, FL 34741

FOR CITY:

With a copy to:

City Manager
1300 Ninth Street
St. Cloud, FL 34769

City Attorney
1300 Ninth Street
St. Cloud, FL 34769

11. **Governing Law; Severability; Venue; Disputes; Waiver of Jury Trial.** This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed by and between the parties that if any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained. Venue shall lie in Osceola County, Florida. The parties further agree to negotiate in good faith any dispute that may arise at the management level of each respective government and if not resolved, the provisions of Ch. 164, Governmental Disputes, Florida Statutes, may be invoked by either party. The parties hereby agree to waive their right to a trial by jury.

12. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.

13. **Recording.** The COUNTY shall record a duly executed copy of this Agreement in the official records of Osceola County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates of their duly authorized signatures affixed hereto.

BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA

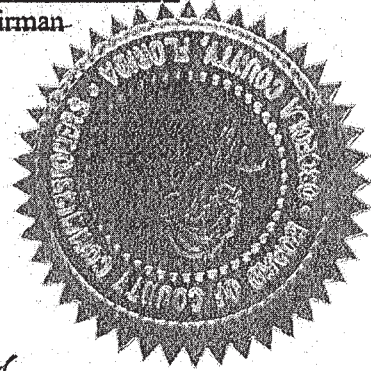
(SEAL)

By: [Signature]
Chairman/Vice Chairman

ATTEST:

By: Debra A Davis
Clerk/Deputy Clerk of the Board

Date: 4/18/2022



CITY OF ST. CLOUD

(SEAL)

By: Nathan Hochwell
Mayor

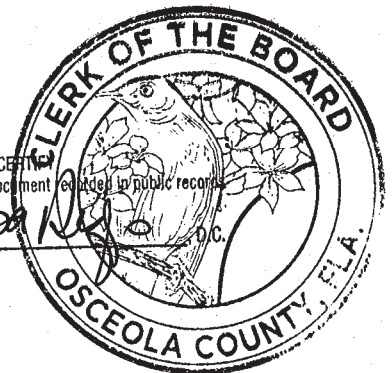
ATTEST:

By: [Signature]
City Clerk Deputy

Date: 10/27/21

*Interlocal Agreement
with City of St Cloud
for local Housing Assistance
Program*

STATE OF FLORIDA, COUNTY OF OSCEOLA - I HEREBY CERTIFY
that the above and foregoing is a true copy of the original document recorded in public records
Clerk of the Board of County Commissioners
Date 04/22/2022 By [Signature] D.C.



RESOLUTION NO. 25-038R

A RESOLUTION OF THE OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIR/VICE-CHAIR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except those small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Housing and Community Services Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the public for Osceola County to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE RESOLVED BY THE OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS, that:

Section 1: The Osceola County Board of County Commissioners of Osceola County hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2025-2026, 2026-2027, 2027-2028.

Section 2: The Chair/Vice-Chair is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

RESOLUTION 25-038R

PASSED AND ADOPTED THIS 7th DAY OF April, 2025.



OSCEOLA COUNTY, FLORIDA

By: *Tuan Janer*
Chair/Vice-Chair
Board of County Commissioners

ATTEST:

Joni Barrios
Clerk/Deputy Clerk to the Board