

My Neighborhood Program



Program Guidelines and
Application Packet

Approved by the Gainesville City Commission
08/05/2021



Gainesville
Community
Reinvestment
Area



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

Section 1. About the Program

The primary objective of the City of Gainesville Community Reinvestment Area (“GCRA”) My Neighborhood Program (“Program”) is to strengthen neighborhoods by incentivizing long-term homeownership. The Program offers an incentive for former residents of eligible neighborhoods to purchase a home or lot within their neighborhood.

This offering supports the housing objective of the GCRA 10 Year Reinvestment Plan by supporting that the culture and existing population of neighborhoods be maintained. These principles are found throughout the City’s Strategic Plan 2020–2025–2035 which calls for neighborhood stability through increased housing affordability so that income does not dictate where a Neighbor can choose to live. In addition, with the two above-mentioned plans, it is a goal of the City of Gainesville Housing Action Plan to increase equity by promoting permanent affordability.

Section 2. What is Offered

Successful applicants (“Recipients”) will receive assistance up to \$25,000 to purchase a vacant developable lot or a residential home in their eligible neighborhood, with funding not to exceed the purchase price.

Disbursement of the Program funds will be made at closing to the seller or bank on behalf of the Recipient.

Section 3. Conditions

This Program is a forgivable 10-year, 0% interest, due-on-sale mortgage loan from the City to the Recipient (“Program Mortgage”) to be separate from the primary mortgage. If the Program mortgage conditions are met, half of the Program mortgage will be forgiven after five years and the full Program mortgage will be forgiven after ten years. The mortgage conditions are as follows:

- The property must be the Recipient’s declared homestead while the mortgage is outstanding,
- The Recipient must continue to own the property,
- The Recipient must maintain adequate fire/homeowners insurance on the property, naming the City of Gainesville as mortgagee,
- The Recipient must keep annual property taxes current; and
- The Recipient must keep the home and property in good condition.

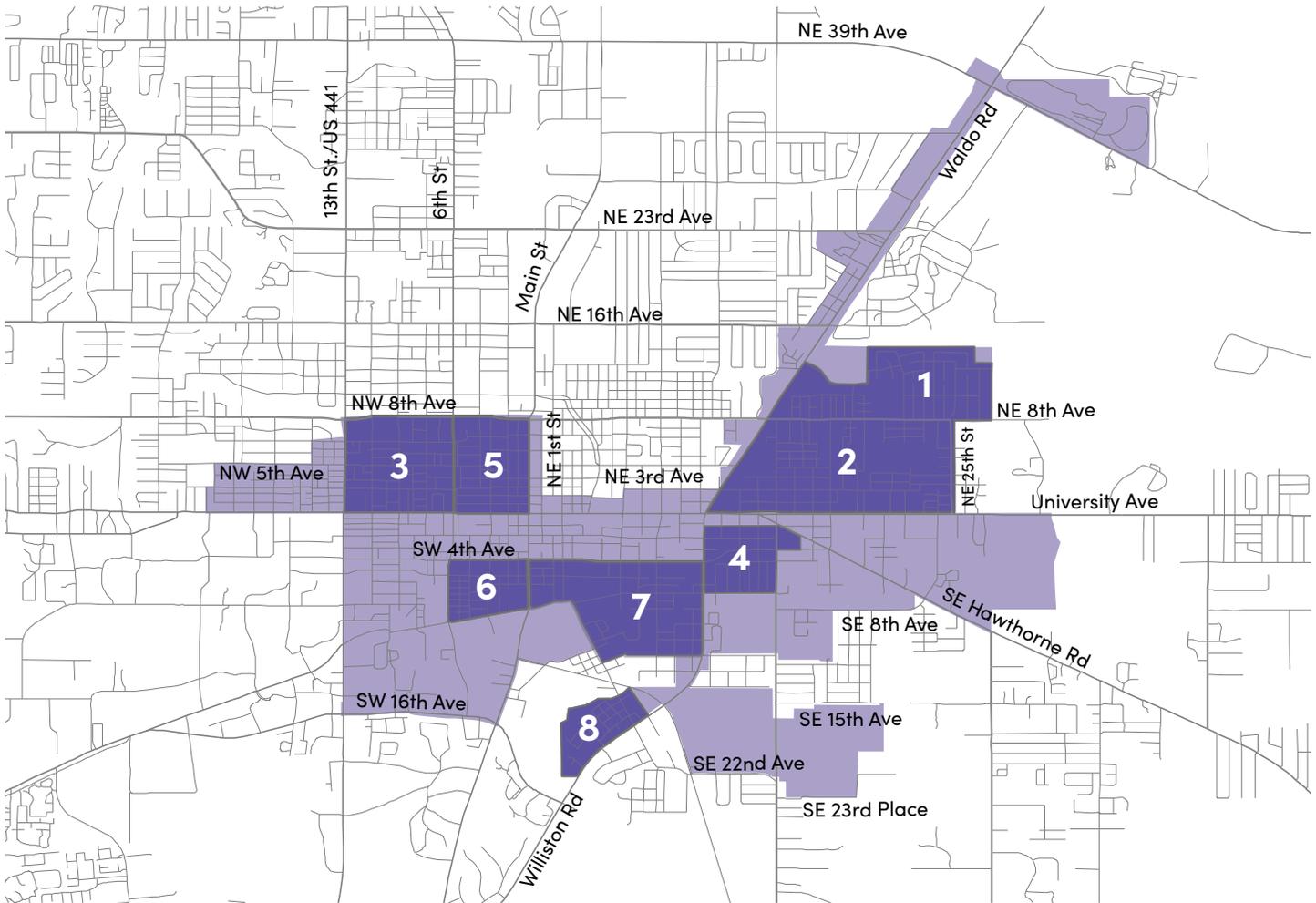
If the conditions are not met for a full five years, then the mortgage must be repaid in full plus 10% interest for each year the mortgage was outstanding. If the conditions are met for five years but not for the full ten years, then half of the mortgage will be forgiven, and half must be repaid plus 10% interest for each year the remaining portion of the mortgage was outstanding. If the conditions are met for ten years, the mortgage will be fully forgiven.

In the case of the Recipient’s death, the City will determine if the heirs meet the same mortgage conditions and qualify to assume the mortgage. If the heirs do not qualify, the loan will become due under the original terms without the interest penalty.

Section 4. Eligibility

Recipients must prove they lived in an eligible neighborhood for at least three years before the year 2011. Recipient must purchase a home or lot in the neighborhood that grants them eligibility to this Program. Eligible neighborhoods are listed below:

1. Cedar Grove II
2. Duval
3. Fifth Avenue
4. North Lincoln Heights
5. Pleasant Street
6. Porters
7. Springhill
8. Sugarhill



Individuals who currently own a home in the neighborhood that they are applying to are not eligible under the Program.

To determine eligibility, recipients will consult with GCRA staff and complete an application that demonstrates their plans to purchase a lot or home in the eligible neighborhood list. After application approval, Recipients will need to complete a City-approved financial literacy and homeownership course. If the Recipient is seeking bank financing, they must be pre-approved before application award. The Recipient is not eligible for a repeated award to this Program.

Section 4. Eligibility (continued)

Awards will be competitive and although not required, Applicants who make below a moderate income will be given priority. The number of years a Recipient proves that they lived in a program neighborhood will also be a consideration of award priority. The City reserves sole discretion in reviewing applications and awarding funds.

Property Eligibility

A house or lot does not need to be chosen by the Recipient prior to Program approval but must have an accepted offer within 120 days of being approved through the Program.

Recipients who purchase a residence through the Program must move in and live full time at the location within three months of the closing date.

Recipients who purchase a vacant lot must begin construction within six months of closing on the lot. The building must be completed within one year from that date unless a written request for time extension has been approved by the GCRA Director at least 30 days before the deadline.

The following property types are eligible for reimbursement upon purchase under the Program:

- single-family house
- townhomes
- condominiums
- vacant property lot if intended to build within six months within disbursement

Section 5. Availability of Funds

This Program is subject to the availability of GCRA funds. If such funds are available and allocated to this Program, awards will be made according to an application cycle.

Section 6. GCRA Limit of Liability

The City holds no liability, warranty, or guarantee, expressed or implied under this Program. The Affidavit of Completion is presented to the Recipient by City staff to sign upon final inspection.

Section 7. How to Apply

Awards for the Program will be offered according to an application cycle. Deadlines for submissions will be posted on the GCRA website. Recipients must have an accepted offer on a house or lot within 120 days of award approval.

Step-by-Step

Step 1: Pre-application Period

Attend a pre-application workshop or contact GCRA staff to discuss the Program and Application. During this period GCRA staff will be available to work one-on-one with the applicant.

Step 2: Application Submittal

Submit Application by email, mail, or in-person at GCRA office by the application deadline.

Step 3: Application Review

GCRA staff will reach out to Applicant within 30 days with notice of approval, denial, or necessary revisions. Applicant will have 30 days to make any necessary revisions or changes.

Step 4: Application Approval

If the Application is approved by GCRA staff, the Applicant must take a City-approved financial literacy and homeownership course. Information about this course is available through the Department of Housing and Community Development. Once Applicant has completed the course, they must submit proof of completion to the GCRA.

Step 5: Award

If purchasing a home, Applicant must have an accepted offer within 120 days of application approval. Once all closing documentation is complete, the GCRA will disburse the Program funds at closing.

If purchasing a lot, Applicant must begin construction within six months and complete it within one year of construction. The GCRA will disburse the Program funds at the closing for the lot.

Return completed application to:

In Person

Gainesville Community Reinvestment Area
ATTN: My Neighborhood Program
2153 SE Hawthorne Road, Suite 223
Gainesville, FL 32641

By Mail

Gainesville Community Reinvestment Area
ATTN: My Neighborhood Program
PO Box 490, Station 48
Gainesville, FL 32627

SECTION A: APPLICANT INFORMATION

Applicant Name: _____

Applicant Mailing Address: _____
Street City State Zip Code

Telephone: _____ E-Mail: _____

Neighborhood: Cedar Grove II Duval Fifth Avenue North Lincoln Heights
 Pleasant Street Porters Springhill Sugarhill

Years actively living in Neighborhood: _____

Annual Household Income: _____

Number of members in your household: _____

Do you intend to live in the house for the next ten years?

Which Program are you applying for? House Purchase -proceed to section B
 Lot Purchase -proceed to section C

SECTION B: HOUSE PURCHASE INFORMATION

Do you have a house you are considering to purchase?

If so, What is its address?

Are you pre-approved for a loan to purchase a house? (Although you may submit the application, you will not be approved for award until you are pre-approved if you require financing.)

SECTION C: LOT PURCHASE INFORMATION

What is the anticipated start date for construction?

When do you estimate the project to be complete?

Do you have plans and estimates for new construction? (This is not necessary for applicant to be eligible for grant)

SECTION D: APPLICATION CHECKLIST

Please attach the following documents to this application. If any of these documents are not submitted the application will be considered incomplete and returned for re-submittal.

- Three documents proving that the applicant has or had lived in the neighborhood for at least three years. If the applicant was a child when living in the neighborhood proof of their parents' or guardian's residence may be provided. The following documents may be used to prove residency:
 - School records
 - Former lease or mortgage statements
 - Property appraiser information
 - Library card records
 - Driver's license records
 - Affidavit from family member, or neighbor testifying that occupant has lived in the neighborhood for at least three years, either currently or in the past (only one affidavit may be submitted with application)
- Loan pre-approval paperwork
- Tax documents of all contributing adults in household (optional) (Recipients making below a moderate income will be given award priority)
- Photo of house applicant intends to purchase (if known)

SECTION E: ACKNOWLEDGEMENT AND SIGNATURES

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

1. Applicant has been provided a copy of and has read, understands, and will comply with the Program Policies. Applicant's failure to comply with the Policies will result in ineligibility to participate in this Program.
2. Applicant certifies that all information in the Application and furnished in support of this Application is true and complete to the best of Applicant's knowledge and belief. Any false statement will be grounds for immediate termination of the Application and subject the Applicant to financial responsibility. Applicant has a continuing obligation to inform the GCRA (in writing) of any changes relative to the information provided in this application.
3. The Applicant is responsible for ensuring that improvements fit within neighborhood home owner association rules, if applicable.
4. Applicant shall sign an Affidavit of Completion with the City upon completion of the home construction to comply with the program policies. Applicant is responsible for delivering this to the GCRA for compliance with the Program.
5. Approval under this Program does not constitute a permit or approval of the City and the Applicant is responsible for obtaining such permits, if required, by the City or any other governmental entity.
6. The GCRA does not discriminate on the basis of race, color, gender, age, religion, national origin, marital status, sexual orientation, gender identity, or disability (protected characteristics), and will not tolerate any such discrimination(s) by or against its employees or citizens utilizing GCRA programs.
7. The Applicant shall not assign or attempt to assign, directly or indirectly, any rights under this Agreement or under any instrument referred to herein without the prior written consent of the City in each instance. Any assignee shall be bound by all the terms of this Agreement and associated documents.
8. The Applicant and the City each binds itself, its partners, successors, legal representatives, and assigns of such other party in respect to all covenants of this Agreement.
9. This Agreement and any associated documents will be construed in accordance with and governed by the laws of the State of Florida, without giving effect to its provisions regarding choice of laws.
10. This Agreement and payment of any Program funding is subject to the availability of funding.
11. All activities authorized by this Agreement are subject to and must be performed in accordance with the provisions of this Agreement and all applicable federal, state, and local laws.
12. The Applicant agrees to waive any right to, hold harmless, and indemnify the City (which includes the GCRA), its officials, agents, and employees from suits, actions, damages, liability, expenses, losses, and costs, including but not limited to reasonable attorney's fees, in connection with this Agreement and any Program administration herein. This provision shall survive termination of this Agreement.
13. Nothing in this Agreement may be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.
14. The Applicant acknowledges that the City has the right and responsibility to enforce this Agreement.

Upon execution by the Applicant and the GCRA, this document constitutes a binding agreement between the GCRA and the Applicant.

SECTION E. ACKNOWLEDGEMENT AND SIGNATURES

Applicant Name

Applicant Signature

Date

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

20_____, by _____, who is personally known to me or who has

produced _____ as identification.

Notary Public, State of _____

My commission expires _____

FOR GCRA USE ONLY: DO NOT WRITE IN THIS SECTION

Date & Time Complete Application Received: _____

Received by (print name): _____

Reviewed by (print name): _____

Documentation Received:

- Application
- Application Agreement
- Proof of Residency (Check Three)
 - School records
 - Former lease or mortgage statements
 - Property appraiser information
 - Library card records
 - Driver's license records
 - Affidavit of Proof of Residence
- Loan pre-approval paperwork
- Photo of house applicant intends to purchase (if known)

Grant Amount Approved:

Denied. Reason and steps taken in resolving:

Date Applicant notified in writing of Approval/Denial: _____

Name of approved Contractor:

Amount Approved:

Additional Documentation Received:

- Affidavit of Completion. Date:

AFFIDAVIT OF PROOF OF RESIDENCY FOR MY NEIGHBORHOOD PROGRAM

Applicant Name: _____

Former Address: _____

NEIGHBOR’S AFFIDAVIT

I CERTIFY that the the above Applicant is personally known to me and that they lived at the above Address for at least three years before 2011.

Affidavit is made for the purpose of proof of residence in an eligible neighborhood for the GCRA’s My Neighborhood Program.

Witness Signature

Date

Name

Street Address

City, State & Zip

The foregoing instrument was acknowledged before me this _____ day of _____,

20 _____, by _____, who is personally known to me or who has

produced _____ as identification.

Notary Public, State of _____

My commission expires _____

AFFIDAVIT OF CONSTRUCTION COMPLETION

Applicant and the City of Gainesville Community Reinvestment Area (collectively "Parties") hereby certify that the Parties have verified that the work was completed as of _____ (date) in accordance with the My Neighborhood Grant Program Policies.

Applicant Signature

Printed Name

Gainesville Community Reinvestment
Agency Signature

Printed Name

Title