

Home Owner Application and Instruction Sheets Indian River County Impact Fee Waiver/Reduction Program

Indian River County Planning Division 1801 27th Street, Vero Beach, FL 32960 (772) 226-1243 or - email: Chalter@ircgov.com

Please Read These Instructions Carefully

- This application is <u>intended for income eligible households under contract to build an eligible home from a builder</u> that is not operating under a Federal or State housing program with income restrictions applicable to the property or nonprofit housing provider with similar self-imposed income restrictions (property owner is income eligible household and hires builder to build home). This application is also for income eligible households purchasing or renting a <u>newly built single-family home that Developer as property owner has already executed an impact fee waiver/reduction agreement with the County.</u>
- Eligible housing units are those housing units of less than 1,500 square feet (under air) that are to be occupied by households with household incomes of less than 80% of the Annual Area Median Income (AMI) based on household size.
- The most current 80% Annual AMI limits from the United States Department of Housing and Urban Development as utilized by the State Housing Initiative Partnership program shall be used.
- > Submit <u>copies</u> of all required documentation. Staff will <u>NOT</u> accept original documents and will <u>NOT</u> make copies of your original documentation.
- > See the attached page for a list of documents that are required to be submitted with this application <u>or</u> refer to the list provided to you by Planning Division staff. Incomplete applications will <u>NOT</u> be accepted.
- > Make a "Housing" file for yourself, and always keep a copy of everything you submit.
- > Please review the application before you fill it out. Do not leave any questions unanswered or any boxes blank. All adult household members (18 and over) must sign and initial where indicated.
- > Submit the Application and all required documents to the Planning Division. An appointment with Planning Division staff to turn in the application and requested documents is advised. <u>Applications must be submitted in person.</u> Applications and documents will <u>NOT</u> be accepted by mail or electronically (email or fax).
- > Submit your application with all the necessary paperwork requested by Planning Division staff.
- > "all state, county, and municipal records are open for personal inspection and copying by any person."
- ➤ If approved, owner shall execute a County impact fee waiver/reduction agreement (Not Applicable if builder is owner and builds home for affordable housing signed agreement would automatically apply to new owner), with County which shall be recorded in public records.

You Must Provide the Following Documentation When Applying for an Impact Fee Waiver/Reduction Lien

	The following items must be submitted with the completed application:
	Completed and Signed Application
	Copy of Sale/Purchase Agreement
	Copy of Floor Plan showing square footage under air
	Copy of a valid photo ID for everyone in the household over the age of 18 years.
	Copy of Birth Certificates for all children in the household (any person under the age of 18 years).
e	<u>The Authorization to Release Confidential Information form (inside the application packet) – Must b</u> signed by everyone in the household over the age of 18 years.
□ 18	Copies of the last, most current 6 pay stubs for everyone in the household employed over the age of years.
	Copies of the last, most current 6 months of bank statements for all accounts for everyone in the Household (all pages).
	Copies of your most current statement(s) for all Retirement, Pension, or Annuity accounts (company name, address, telephone, fax numbers & amount), including 401K, 403 B, IRA, etc.
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□ ty	If you, your spouse, or any children in the household receive any benefits from the Social Securi Administration, a statement dated within the last 30 days from the Social Security Office, must be submitted with the application.
to	Child Support: A copy of the Court Order, Divorce Decree, or any other official documents related child support are required for submission to determine income eligibility. You will be required to provi de a 12 month history of child support received (even if zero was received) from the Clerk of Court where the order was filed. If you are eligible for Child Support but do not receive it, you will be required to establish an order to be eligible for the Impact Fee Waiver/Reduction Lien program unless certain conditions apply.
□ ss	If you are self-employed, you will be required to fill out a Verification of Income from Busine Form and will be required to submit a tax return that details the business income from the prior tw o Years (schedule C).
□ the	
	household 18 years or older (a free transcript may be obtained by calling 1-800-829-1040).
	flyqu did not file taxes, please call 1-800-829-1040 to request a letter stating no taxes were
∐ nga	If you did not file taxes because you are exempt from paying taxes, please contact Long Ra ePlanning Division staff to sign a "No Tax Return" affidavit (requires notarization).

*Note: Planning staff may ask for more information on a case-by-case basis.



Indian River County Planning Division Impact Fee Waiver/Reduction Lien APPLICATION

1801 27TH STREET VERO BEACH, FLORIDA 32960 (772) 226-1594

RESIDENT HOUSEHOLD CONTACT INFORMATION

PLEASE COMPLETE APPLICATION WITH BLACK OR BLUE PEN

APPLICANT AND CO-APP	PLICANT NAME	FULL STREET ADDR	RESS	Mailing Address if Different than Street Address		
Number of persons in hou	usehold: Adults	s 18 or older:	Childre	en young	er than 18:	
Phone #: ()	<u>-</u>	Cell #: ()_			
Email:						
	_	Property Information	1			_
Site Address:						
	House Number a	City (type above)			Zip Code (type above)	
Site Tax Parcel I.D. #:						
Proposed Home Square Fo	otage (Under A	air)				
Requested Impact Fee Lan	d Use Category	Waiver			Check App	oropriate Box
Single Family (Detached) be Impact Fee Reduction (\$0 In		00 square feet (Under A	Air) – 1	00%		
Multi-Family Units between Reduction (\$0 Impact Fees)	<u>*</u>	are feet (Under Air) – 1	00% Im	pact Fee		
Please attach a photocopy of	of the proposed	home floor plan with	square	e footage	calculations	shown.

EMPLOYMENT INFORMATION

EMPLOYMENT INFORMATION FOR ALL JOBS (FULL TIME/PART TIME) MUST BE PROVIDED FOR **ALL PERSONS, AGED 18+,** WHO WILL OCCUPY THE HOUSING UNIT.

NAME OF HOUSEHOLD MEMBER 18 YEARS AND OLDER	Employer's Name	Employer's Mailing Address	EMPLOYER'S PHONE & FAX NUMBER	DATE OF HIRE	Position/ Title

III. INCOME AND ASSET INFORMATION

A) INCOME

In the table below, list household's income for all persons, <u>aged 18 and older</u>, who will occupy the identified unit. As proof of income the household member must sign all applicable verification forms enclosed with this application.

SOURCE OF INCOME (EMPLOYMENT, SOCIAL SECURITY, CHILD SUPPORT, CASH WELFARE PAYMENT, PENSION, TIPS, AND OTHERS)	NAME OF HOUSEHOLD MEMBER EARNING THE INCOME	Amount (\$) Gross <u>Monthly</u> Income
1.		
2.		
3.		
4.		
5.		
6.		
TOTAL		

B) ASSET INFORMATION

Provide asset information on the following tables for all household members:

(PLEASE LIST THE <u>NAME</u> THAT APPEARS FIRST FOR EACH INDIVIDUAL ACCOUNT)	CHECKIN	SAVINGS	NAME, ADDRESS AND PHONE NUMBER OF THE FINANCIAL INSTITUTION	LAST FOUR DIGITS OF ACCOUNT NUMBER	CURRENT CASH/ MARKET VALUE
					\$
					\$
					\$
					\$
					\$

TYPE OF ASSET (PLEASE SPECIFY)	ADDRESS OR NAME AND PHONE NUMBER	ACCOUNT NUMBER	INCOME FROM ASSETS
Equity in Real Estate Owned (Not your primary residence)			\$
Individual Retirement Account (IRA) and Keogh Accounts			\$
Retirement and Pension Funds which may be withdrawn before retirement			\$
Stocks, Bonds, Treasury Bills, Certificates of Deposit, Money Market Funds			\$
Net Worth of Business (es) Owned			\$
Lump Sum Receipts (inheritance, capital gains, lottery winnings, insurance settlements, others)			\$

TYPE OF ASSET (PLEASE SPECIFY)	Address or Name and Phone Number	ACCOUNT NUMBER	INCOME FROM ASSETS
Personal property held as an investment (gems, jewelry, antique cars, paintings, etc.)			\$
Cash on Hand			\$
Total for all assets			\$

If you do not have one or more of the above referenced income from asset sources, please indicate with a zero (0).

HOUSEHOLD INFORMATION:

MEMBER#	FULL NAME	RELATIONSHIP	DATE OF BIRTH
1		Head of Household	
2			
3			
4			
5			
6			
7			
8			

ALL HOUSEHOLD MEMBERS OVER THE AGE OF 18 ARE REQUIRED TO INITIAL AND SIGN THIS ACKNOWLEDGMENT & AGREEMENT

ACKNOWLEDGMENT AND AGREEMENT

The undersigned specifically acknowledge(s) and agree(s) that: (1) the award requested by this application will be secured by a Recorded Enforceable Agreement Attached to the Title on the property described herein; (2) the property will not be used for any illegal or prohibited purpose or use; (3) all statements made in this application are made for the purpose of obtaining the assistance indicated herein; (4) occupation of the property will be as indicated above; (5) verification or re-verification of any information contained in the application may be made at any time by the County, its agents, successors and assigns, from any source named in this application, and the original copy of this application will be retained by the County, even if the application is not approved; (6) the County, its agents, successors and assigns will rely on the information contained in the application and I/we have a continuing obligation to amend and/or supplement the information provided in this application if any of the material facts which I/we have represented herein should change prior to approval by County.

Initials	(all	adult househo	old	members	5)
	-				-

NOTICE - BE AWARE THAT: FLORIDA STATUTE SECTION 837.06 - FALSE OFFICIAL STATEMENTS LAW STATES THAT: "WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE," PUNISHABLE AS PROVIDED BY A FINE TO A MAXIMUM OF \$500.00 AND/OR MAXIMUM OF A SIXTY DAY JAIL TERM. (all adult household members) Certification: I/We certify that the information provided in this application is true and correct as of the date set forth opposite my/our signature(s) on this application and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information contained in this application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et. seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers and any other person who may suffer any lost due to reliance upon any misrepresentation which I/we have made on this application. Applicant's Signature Co-Applicant's Signature (if any) Household Member 18 yrs. + Signature Household Member 18 yrs. + Signature Date



Unit Resident Household Information Form Please Print or Type All Information:

Primary Resident Applicant Name (Including Jr. or Sr., if applicable): Age: ____ D.O.B.__/__/__ Phone Home Number: Phone Work Number: Marital Status: Citizenship/Residency: U.S. Citizen Married Separated Registered Alien Unmarried Never Married Widowed Divorced Date (2) Second Resident/Co-Applicant (Including Jr. or Sr., if applicable): **D.O.B**. / / Relationship to Primary Resident Phone Work Number: Phone Home Number: Marital Status: Citizenship/Residency: U.S. Citizen Married Separated Registered Alien Unmarried **Never Married** Widowed Divorced Date (3) Third Resident (Including Jr. or Sr., if applicable): Age: ____ D.O.B.__/__/___ Relationship to Primary Resident_____ Phone Home Number: Phone Work Number: Marital Status: Citizenship/Residency: Married U.S. Citizen Separated Registered Alien Unmarried **Never Married** Widowed Divorced Date (4) Fourth Resident (Including Jr. or Sr., if applicable): D.O.B.__/__/ Age: ____ Relationship to Primary Resident_____ Phone Home Number: Phone Work Number: Citizenship/Residency: Marital Status: U.S. Citizen Married Separated Registered Alien Unmarried



Indian River County Impact Fee Waiver/Reduction Lien Program

INDIAN RIVER COUNTY PLANNING DIVISION 1801 27TH STREET, VERO BEACH, FL 32960 (772) 226-1594 fax (772) 226-1922

Applicant/Tenant Release and Consent

I/We,, the under without liability, information regarding my/o of verifying information provided as part of Lien Program.		Indian River County for purposes
INFORMATION COVERED:		
I/We understand that previous or inquiries that may be requested include, the and medical or childcare allowances. Information about me/us that is not performance.	We understand that this authorization	employment, income, and assets n cannot be used to obtain any
GROUPS OR INDIVIDUALS THAT MAY	BE ASKED:	
The groups or individuals that may	y be asked to release the above informat	tion include, but are not limited to
Past and Present Employers Previous landlords (including Public Housing Agencies) Support and Alimony Providers	Welfare Agencies State Unemployment Agencies Social Security Admin. Credit Agencies	Veterans Administration Retirement Systems Banks and other Financia Institutions
CONDITIONS:		
I/We agree that a photocopy of thi OF THIS AUTHORIZATION IS ON FILE AND WILL understand that I/We have a right to review or outdated.		ONTH FROM THE DATE SIGNED. I/We
SIGNATURES:		
Applicant	(print name)	 Date
Co-Applicant	(print name)	Date
Adult Member (over 18)	(print name)	 Date
Adult Member (over 18)	(print name)	 Date

NOTE: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. IF A COPY OF A TAX RETURN IS NEEDED, IRS FORM 4506, "REQUEST FOR COPY OF TAX FORM" MUST BE PREPARED AND SIGNED SEPARATELY.

Acknowledgement of County Public Records Law and Social Security Number Usage

By signing below, I acknowledge the following:

I am aware that all state, county, and municipal records are open for personal inspection and copying by any interested person.

I am aware that Indian River County for its **Impact Fee Waiver/Reduction Lien Program** collects my social security number, and the social security numbers of all members of my household 18 years and older for the following purposes: income, employment verification, and assets verification.

Applicant Printed Name	
Applicant Signature	
Date	
Co-Applicant or Adult Household Member	Printed Name
Co-Applicant or Adult Household Member	Signature
Date	

AFFORDABLE HOUSING IMPACT FEE AGREEMENT

This Affordable Housing Impact Fee Agreement (hereinafter "Agreement") is made a entered into on the day of, 20 (Effective Date) by and betwee (Property Owner), with an address ; and Indian River County, Florida, a political subdivision
of the State of Florida, having a mailing address of 1801 27 th Street, Vero Beach, FL, 329 ("County").
Recitals
WHEREAS, on March 10, 2020, the Indian River County Board of County Commissione approved Ordinance 2020-05, which adopted an impact fee schedule that incorporated reduction or waiver in the impact fees for new affordable housing projects that meet certain squafootage and housing occupant/household income requirements; and
WHEREAS, the Property Owner is developing an affordable housing project located (the "Property"), which is described in the attached Exhi "A"; and
WHEREAS, the Property is being developed as one (1) single-family residential unit; an
WHEREAS , the Property Owner is entering into this Agreement in order to either redu or completely waive impact fees for the Property; and
WHEREAS, the Property Owner understands that as part of this Agreement, the Prope must be used for affordable housing for at least ten (10) years,
NOW, THEREFORE, in consideration of the mutual covenants contained herein and oth good and valuable consideration, the Property Owner and County hereby agree as follows:
1. The foregoing recitals are true and incorporated as if fully restated herein.
2. <u>Term.</u> The term of this Agreement shall be for the time period, beginning on t Effective Date set forth above, and terminating ten (10) years after purchase or ren by the first income qualified owner or renter as documented in the Indian River Cour Community Development Department (from evidence/documentation supplied Property Owner), unless terminated earlier in accordance with this agreement.
 Waiver/Reduction of Impact Fees. The impact fee for the development of the Proper without the affordable housing reduction, is \$ However, due to tapplicable affordable housing reduction, the new impact fee for the Property \$
4. Affordable Housing Verification. In order to remain eligible for the impact fee reduction set forth in section 3 above, the home must be occupied by a household with an annuhousehold income not to exceed 80% of the Area Median Income (AMI) by household

size, as determined by the United States Department of Housing and Urban Development. For owner-occupied homes, Property Owner income must be verified

prior to initial occupancy and prior to change of occupancy by new owners. For rental homes, Property Owner shall verify renter income at change of tenancy. For owner occupied and rental homes, income shall be documented using the County's State Housing Initiative Partnership ("SHIP") program processes, unless a State or Federal Housing Program (e.g. Low Income Housing Tax Credit program) or a nonprofit housing provider program, with qualifying income restriction and monitoring requirements similar to the SHIP program is/are used to fund the construction of the housing. In those instances, County may rely on the income verification process established by those programs provided sufficient documentation is provided showing compliance with the below 80% AMI requirement based on household size, as determined by the U.S. Department of Housing and Urban Development. If no State or Federal Housing Program or nonprofit housing program with qualifying income restrictions are used to fund the construction of the housing, County will document income using the County's SHIP program processes.

- 5. Loss of Affordable Housing Impact Fee Reduction Eligibility. If during the term of this Agreement, the Property Owner no longer intends on utilizing the Property for affordable housing, the Property Owner can apply to County for a release of the affordable housing requirement and a termination of this Agreement, which will be granted upon the payment of the pro rata difference between the full impact fee due for the Property and the amount reduced under this Agreement, based upon the time the Property has been used for the required affordable housing (forgiveness of impact fees will be based on monthly calculations, fractional months will be rounded down). Any conversion of the use of the Property to a non-residential use, shall be addressed under Title X of the Indian River County Code of Ordinances.
- 6. <u>Breach</u>. To the extent the Property is no longer used for affordable housing or eligible for the affordable housing reduction as set forth in this Agreement, and Property Owner has not sought a termination as set forth in section 5 above, the Property Owner shall be deemed to have breached the terms of this Agreement. Property Owner shall owe County the difference between the full impact fee due for the Property and the amount reduced under this Agreement, upon thirty days' notice by the County of the breach. However, if the breach occurred more than five years after the effective date of this Agreement, Property Owner shall owe the County fifty percent of the difference between the full impact fee due for the Property and the amount reduced under this Agreement. If the breach occurs within five years of the Effective Date, but is not discovered until more than five years after the Effective Date, the Property Owner will not be entitled to the fifty percent reduction. Additionally, any amount owed will also include three percent interest calculated from the Effective Date.
- 7. Agreement Runs With the Land. Property Owner acknowledges that the rights and obligations under this Agreement run with the land and shall be binding and enforceable on all Property Owner's successors and/or assigns through the term of the Agreement. The County will record this Agreement in the Public Records of Indian River County.
- 8. <u>Applicable Law; Venue.</u> The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, as well as any litigation between the parties, shall be Indian River County, Florida.

- 9. <u>Indemnification.</u> Property Owner shall indemnify and hold harmless the County, its commissioners, officers, agents, officials, employees, and subcontractors from and against any and all claims, liabilities, losses, damages, or causes of action which may arise from any misconduct, negligent act, or omissions of either the Property Owner or any of its respective agents, officers, or employees in connection with the performance of this Agreement.
- 10. No Third Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement is solely for the benefit of the named parties, and no enforceable right or cause of action shall accrue hereunder to or for the benefit of any entity or individual not a named party hereto.

[use if Property Owner is an entity]

Signed in the presence of the	Property
Owner	
following witnesses:	
sign:	By:
printed name:	name:
	title:
sign:	
sign: printed name:	_ ·
STATE OF FLORIDA COUNTY OF INDIAN RIVER The foregoing instrument was a or⊡online notarization, this da	acknowledged before me, by means of □ physical presence y of, 2022 by, ☑ personally known or □ produced identification in the form of
, who is L	I personally known or \sqcup produced identification in the form of .
NOTARIAL SEAL:	NOTARY PUBLIC:
NOTARIAL SEAL.	NOTART PUBLIC.
	Sign:
	Sign: Print Name:
	Commission No.:
	Commission expiration

[use if Property Owner is an individual]

Signed in the presence of the following witnesses:	
sign:printed name:	By:printed name:
sign: printed name:	
STATE OF FLORIDA COUNTY OF INDIAN RIVER	
	knowledged before me, by means of □ physical presence, 2022 by, or □ produced identification in the form of
NOTARIAL SEAL:	NOTARY PUBLIC:
	Sign: Print Name: Commission No.: Commission expiration
Signed in the presence of the following witnesses:	INDIAN RIVER COUNTY, FLORIDA
sign:printed name:	By: Phillip J. Matson Community Development Director
sign:	

STATE OF FLORIDA COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me, by means of ■ physical property or □ online notarization, this day of, 2022 by Phillip J. Matson, the Corn Development Director for Indian River County, Florida, who is ■ personally known or □ property identification in the form of		
NOTARIAL SEAL:	NOTARY PUBLIC:	
	Sign: Print Name: Commission No.: Commission expiration	

Exhibit A

Property Address:	
Property Parcel Number:	
Legal Description:	



Indian River County Maximum Annual Household Income for Impact Fee Waiver/Reduction Lien

Household Size	Not to Exceed 80% of Area Median Income (AMI)
1 Person	\$44,750
2 Persons	\$51,150
3 Persons	\$57,550
4 Persons	\$63,900
5 Persons	\$69,050
6 Persons	\$74,150
7 Persons	\$79,250
8 Persons	\$84,350

Median Income (MI) = \$79,900

Source: Florida Housing Finance Agency

***Updated: 08/24/2022

Impact Fee Waiver/Reduction Requirements for Homes with Household Income Not to Exceed 80% of Area Median Income (AMI)

Qualifying Land Use Category (Square Footage Under Air)

- 1. Single Family (Detached) between 1 and 1,500 square feet (100% Impact Fee Reduction no impact fees); and
- 2. Multi-Family Units between 1 and 1,500 square feet (Under Air) 100% Impact Fee Reduction (\$0 Impact Fees)

Process/Requirements

- 1. To qualify for either of these impact fee land use categories, an impact fee exemption application must be provided to and approved by the Planning Division of the Indian River County Community Development Department. As part of the approval process, an agreement restricting the use of the residence, acceptable to the County Attorney, must be executed restricting use of the households to incomes that do not exceed 80% of Area Median Income (AMI).
- 2. The term of affordability shall be for 10 years. For owner-occupied homes, income shall be Verified prior to initial occupancy and prior to change of occupancy by new owners during the 10 year affordability period. For rental homes, income shall be verified at change of tenancy during the 10 year affordability period. For owner occupied and rental homes, income shall be documented using the County's State Housing Initiative Partnership (SHIP) processes, unless, a State or Federal Housing Program (e.g. Low Income Housing Tax Credit program) or a nonprofit housing provider program, with qualifying income restriction monitoring requirements not administered by the County is/are used to fund the construction of the housing; in those instances the County may rely on the income verification process established by those programs provided sufficient documentation is provided showing compliance with the below 80% AMI requirement. If no State or Federal Housing Programs or nonprofit housing programs with qualifying income restrictions are used to fund the construction of the housing, the County shall document income using the County's SHIP processes.
- 3. Impact fees will be due and payable in the event the housing unit is sold or rented to a household as set forth in the agreement.