



Hillsborough County
City-County
Planning Commission

Affordable Housing Density Bonus Study

March 31, 2022

*Prepared for the Hillsborough
City/County Planning Commission*

Prepared by





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1.0 Executive Summary

This report has been prepared by Alfred Benesch & Company (formerly Tindale Oliver & Associates) for the Hillsborough City-County Planning Commission to develop comprehensive plan policies and land development regulations that support density bonuses. This report covers the entirety of work completed over the course of the project, including a best practice review, stakeholder interviews, market research, a proof – of -concept plan, and final recommendations.

Best Practices

Through a best practice review of various jurisdictions in Florida, we found that communities most commonly encourage affordable housing via financial incentives and regulatory relief such as expediting development review and entitlements, density bonuses, parking reductions, local funding sources, impact fee waivers, and other resource support (e.g., provision of surplus land). While many of the observed strategies focus on technical solutions to address housing needs, a part of achieving success is tapping into and building local government staff, political, and public support for these initiatives.

Regarding density bonuses specifically, there are several key takeaways. Density bonuses work best when the program is tailored to the context of the market. They work best in strong markets with high demand for housing in urban areas. The density bonus should also be combined with specific regulatory relief, such as parking reductions, particularly in transit rich areas. Additionally, local governments should carefully design the bonus structure and ensure adequate program administration, considering factors such as:

- Predictability of requirements and outcomes
- Consistent administration and strong enforcement
- Responsiveness to the interplay of market conditions and development types
- Affordability term (in years)
- Target incomes (low to moderate)
- Project scope and size requirements
- Program longevity

Benesch completed a review of affordable housing density bonus policies and conducted interviews with the staff of several peer local governments: Broward, Manatee, Miami-Dade, Palm Beach, and Pinellas counties, and the cities of Ft. Lauderdale, Orlando, and St. Petersburg. With the exception of Manatee County, these local governments are considered “large” by the Florida Housing Finance Corporation for the purposes of allocating funding for Low Income Housing Tax Credit purposes. Manatee County was also interviewed because it is still considered part of the Tampa Bay housing market and has a well-developed affordable housing program. We found that all jurisdictions pair the bonus with other incentives and six out of eight of the jurisdictions use income limits up to 120% or 140% of the Area Median Income (AMI). Five out of eight use bonus allowances by zoning district and/or future land use designation and approval methods range from

quasi-judicial public hearings to administrative approval. Jurisdictions have a range of practices in terms of the number and type of criteria used to award the bonus, including:

- Proximity to transit, neighborhood services, employment, schools, and/or recreation facilities
- Adequate infrastructure
- Location outside vulnerable coastal storm areas or areas of special flood hazard
- Concentration of income-restricted units in the area
- Site design
- Mixed-use provisions
- Financial viability of the development

Methods to memorialize income restrictions on units for the specified period (typically ranging from 15 years to in-perpetuity) include Land Use Restriction Agreements (LURA), deed restrictions, restrictive covenants, and administrative letters and development orders tied to other memorialization requirements of other subsidy programs used to complete the project. Six jurisdictions out of the eight indicated that they had regular reporting requirements, while the others allowed reporting for other subsidy programs to fulfill these requirements.

Stakeholder Interviews

Benesch also conducted interviews with community groups, affordable housing developers, and state housing agencies. Feedback from the community groups first revealed that equitable housing opportunities are greatly desired, including workforce housing, farmworker housing, and more affordable housing opportunities outside Urban Service Area. They also expressed the belief that restrictive requirements and long processes prevent the supply of housing in areas where it is desperately needed. A specific concern in this regard asserted that certain requirements (e.g., parking) may not be as needed for a particular community; inflexibility on the requirements increases the cost and effort of affordable housing development, thus making the speed and frequency of production lag behind the demand for housing. Lastly, community groups felt that non-traditional approaches to housing types and sizes (e.g., tiny homes) could provide a solution to a community in need of more overall units and bedrooms.

Developers interviewed for this project included for-profit developers who routinely apply for Low Income Housing Tax Credits and small-scale developers who rely less on government subsidies to develop workforce housing. Their comments focused on the factors that come together to make an affordable housing project financially feasible, or “pencil out.”

Discussed in detail were the most impactful incentives a local government could implement to positively affect the process. These incentives include:

- More local funding to support non-9% Low Income Housing Tax Credit (LIHTC) builds (e.g. 4% LIHTC)
- Availability and ability to acquire surplus parcels for below-market-rates
- Reduced/waived fees—in particular all impact fees

- Locational requirements not exceeding the strictness of funding sources (proximity to jobs, transit, services, etc.)
- Less stringent design requirements—in particular reducing parking requirements and setbacks
- Exponentially shorter approval processes (60 days or less)
- More administrative approval vs. public hearings

State housing agencies primarily outlined how communities can best attract and manage affordable housing development. The agencies expressed that local governments should carefully review their development requirements and take into consideration whether they are overburdensome to the production of affordable housing. They should also consider offering incentives in a way that encourages development in particular areas (e.g., parking waivers in urban core or in proximity to transit) and discourages development in other areas (e.g., restrictions on building in coastal high hazard areas or areas of special flood hazard). Also discussed were several examples of how memorialization of affordability requirements are achieved, including collaboration between local government departments, Land Use Restriction Agreements, and self-certification for mission-based non-profit developers.

Hillsborough County Affordable Housing Plans

Further research was done of Hillsborough County's Local Housing Assistance Plan (LHAP) required by the State Housing Initiatives Partnership program (SHIP), the consolidated plan for the Community Development Block Grant Program, and a Fair Housing Analysis required by HUD and the Fair Housing Act. These plans created by Hillsborough County echoed much of the other research completed for this project. The following pertinent information was found in the three plans, respectively:

LHAP Incentive Strategies

- Expedited permitting.
- Modification of Impact (Mobility) Fee Requirements.
- Allowance of flexibility in densities for affordable housing and placement regulations.
- Reduction of parking and setback requirements.
- Support of development near transportation hubs and major employment and mixed-use centers.

Consolidated Plan Strategies

- While exploring other strategies that will also result in the production of affordable housing units, the City and County should continue to undertake the review of proposed policies, procedures, ordinances, and regulations to identify any financial impact on affordable housing and to identify policies that limit the feasibility of providing low-cost housing, such as minimum lot size requirements in the County.
- The City and County will need to continue to provide developer incentives to ensure the feasibility of projects affected by the inclusionary zoning policy, including density bonuses, impact fee relief, and reduced parking requirements.

Fair Housing Analysis Identified Barriers that Impact the Development of Affordable Housing

- Development approvals process. The development approval process can be time- and resource-intensive, particularly for developers of affordable housing.
- Density restrictions. Depending on the maximum allowable density in any given zoning category, higher density housing developments may be prohibited. Higher density housing is typically able to absorb more income-restricted housing and still maintain profitability for the developer, in addition to naturally enhancing the availability of housing overall in the County.
- Parking and setback requirements. Depending on the restrictions of parking and setbacks in the local land use code and comprehensive plan, these requirements may prohibit development of affordable housing.

Market Trends

The market trend research demonstrates significant demand for affordable housing in Hillsborough County, particularly for extremely low-income and low-income households. Recent research conducted by the National Low Income Housing Coalition found that Tampa Bay residents need to [work nearly three full-time jobs](#) to afford the rent for an average two-bedroom unit in the region. While the Area Median Income (AMI) for the Tampa/St. Petersburg/Clearwater Metropolitan Statistical Area (2020 data) is relatively high compared to the rest of the state, the income of workers in the most common industries in the county, such as service workers, is much less.

Although renting has become more common in the county, fewer multi-family developments have been constructed than single-family homes between 2000-2020—only a fraction of which are income-restricted. These combined factors lead to high rates of cost burden (spending more than 30% of income on housing costs) and low availability of affordable housing units for those most in need. The data demonstrated that the lowest income renters are seeing the worst of the affordable housing crisis, with very high rates of cost burden and steep gaps between the high number of low-income renters (demand) and the low number of affordable and available units (supply). When low-income households spend large portions of their incomes on housing, they tend to forgo other life essentials, particularly healthcare.

As of 2020, there was an existing shortage of 11,270 affordable units in Hillsborough County, and according to the Shimberg Center for Housing Studies, that shortage will increase to 42,415 affordable units by 2040. To simply close the existing gap, over **3,500 affordable units per year** will need to be constructed by 2025. Relying only on traditional affordable housing developments financed through the Florida Housing Finance Corporation programs makes closing the gap unrealistic.

While the data illustrates a need for the lowest income residents, there is enough evidence to support the construction of affordable housing for moderate-income households, which is commonly referred to as workforce housing. As new construction of both market rate and affordable housing becomes available, [filtering - the “process by which properties age and depreciate in quality and price, becoming more affordable to lower-income households”](#) - can

allow the increase in the supply of “naturally occurring” affordable housing; however, if the population increasingly favors renting versus homeownership, the filtering down of older properties may not increase the supply for lower-income households. Moderate and high-income households that choose not to purchase may occupy those filtered units, as they choose to spend less on housing costs than the upper limit of the 30% rule of thumb. Other policies and programs should be explored to meet the county’s affordability needs.

Proof of Concept Plan

We selected a site to test the density assumption that was previously awarded a density bonus in 2019. The current Future Land Use designation of the site is Res-20 (20 units per acre) and is located in the University Area Community Planning Area. It is within walking distance of the VA Hospital, the mall, and multiple transit routes. This site consists of 7 county-owned surplus parcels deemed by the Board of County Commissioners as “appropriate for affordable housing” as well as two privately-owned parcels. The project was approved in 2019 for seven two-story buildings containing eight efficiency units per building for a total of 56 units, which comes out to 29 units per acre. The project was approved for a parking reduction from 1.25 spaces per efficiency unit to .68 spaces per unit.

We tested a higher density on the parcel within the framework of the existing parking requirements, as the county is not ready to address parking reductions at this time. Due to this constraint, we were only able to plan for one-bedroom units, as two-bedroom units require two spaces per unit, and we were unable to reach the recommended higher density that parking ratio.

The plan consists of six three-story walk-up buildings with 12 one-bedroom units in each building for a total of 72 units on 1.93 acres. Parking was provided at the county standard of 1.5 spaces per one-bedroom unit. The density equates to 37 units per acre. Stormwater is assumed to underground vaulted which is common among urban infill projects. If the parking had been reduced to one space per unit – more than the existing entitlement requires – an additional 12-unit building would fit on the site.

Recommendations & Conclusion

Based on our research and interviews, our initial policy and code recommendations included a reduction in parking if the project was in proximity to transit, as well as allowing the staff to administratively approve density bonuses versus requiring a rezoning. Staff has this language in strikeout and underline format for future use. Near-term recommended comprehensive plan policies and land development regulations are within this report and are summarized as follows:

The criteria for awarding affordable housing density bonuses have been significantly shortened and clarified. No longer is there a requirement to award bonuses to projects that locate affordable housing proximate to a “significant economic development project” that creates 200 jobs, which was difficult to quantify and locate when we initially tested and mapped the existing criteria to determine what parcels were eligible for the existing bonus. Also removed were the requirements for the density bonus to be awarded in areas with substandard housing or requiring a developer to

show that at least 20% of existing low to moderate income households in a neighborhood still need affordable housing assistance.

We recommend that the county's base bonus structure remain the same but added an additional bonus for projects located within a half mile of transit in order to support the county's overarching goal of developing more transit-supportive development. Please note that the recommended maximum density numbers are based on reduced parking at one space per dwelling unit. We based this recommendation on other affordable housing projects approved in [St. Petersburg](#) and Bradenton that work with parking rates less than what Hillsborough County currently requires. (Two Bradenton affordable housing developers were interviewed for this project and both received parking reductions for their projects).

Also added was a requirement that the bonus be only awarded to projects within the Urban Service Area, as the bonuses will not work on sites with septic systems. Eligible projects now include households who make up to 120% of AMI, versus the 80% that is in the current plan and code, in order to attract small developers like Habitat for Humanity and Icon Development (both of which were interviewed for this project). Lastly, minimum site requirements that don't relate to density were deleted and minimum setbacks were reduced. The requirement that a minimum of 20% of the units must be affordable remains unchanged.

One remaining detail that needs to be worked out among the various county departments is how to memorialize the bonus and ensure that units remain affordable over a certain amount of time. There was discomfort expressed in awarding a bonus without the county also having a financial stake in the project through subsidies, which is inconsistent with [Florida Statute Section 760.26](#). Although outside of our scope of work, we recommend that the county amend its impact fee ordinance to waive all county impact fees for affordable housing, pursuant to [Section 163.31801 \(11\) Florida Statutes](#) and devise a financial penalty that requires the property owner to not only repay the fees that were waived but also pay an additional penalty if the project does not remain affordable for at least 15 years. The county can file a mortgage or a lien on the property with legal remedies if the affordability period is not maintained. With this strategy, a project would not necessarily have to rely on a cash subsidy from the county, and developers may be able to make a project "pencil out" with the other incentives that have been highlighted in this study.



**Hillsborough County
City-County
Planning Commission**

EXISTING POLICY REVIEW

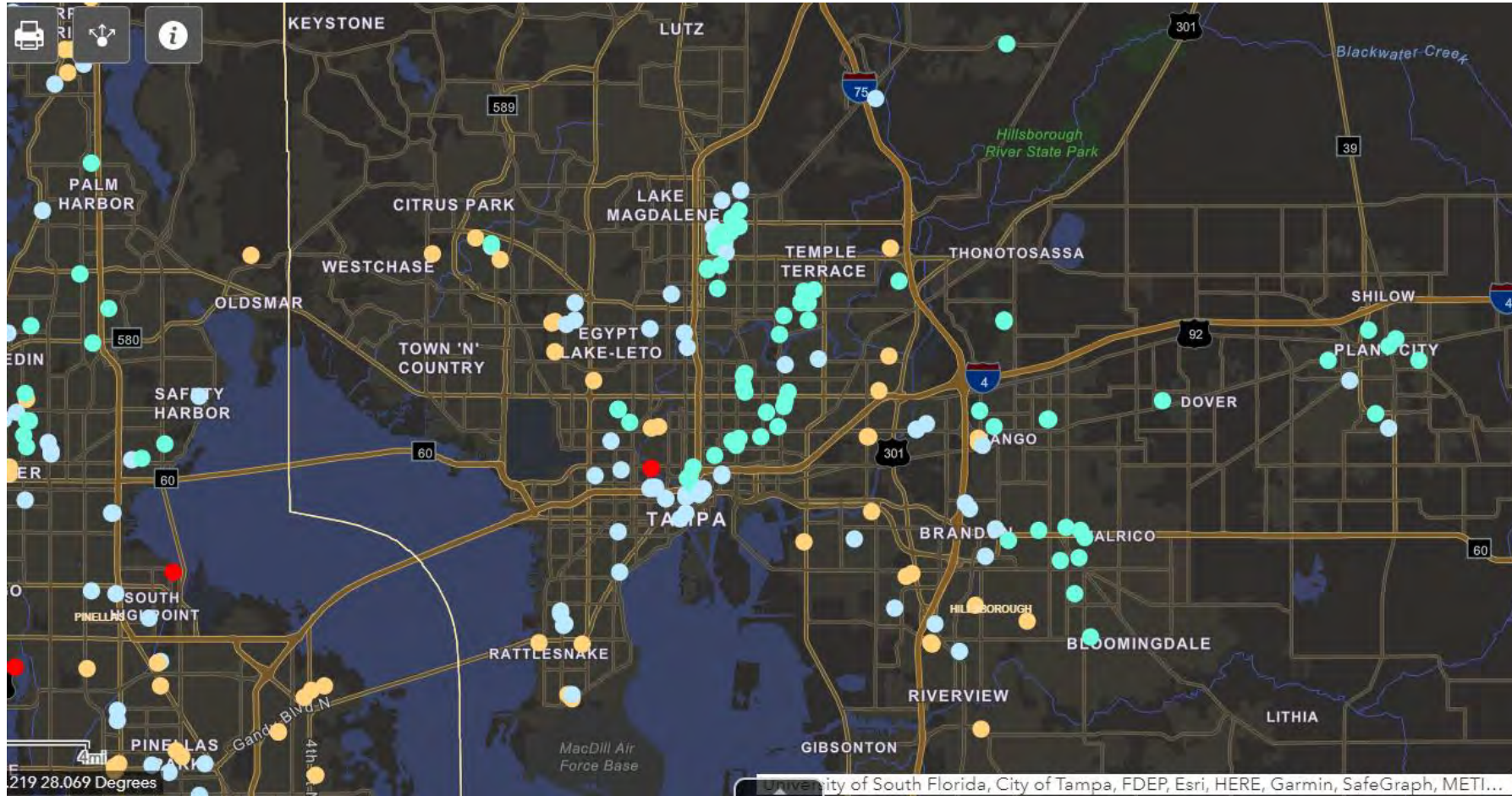
**Presentation originally given at Affordable Housing Density
Bonus Planning Commission workshop on June 9, 2021.**

PowerPoint Deliverable.

HOW IS AFFORDABLE HOUSING DEVELOPED TODAY?

- Mostly low income tax credits (leveraging other programs)
- 1986 tax code
- Allocated annually by Congress
- Hillsborough County competes with other large counties and their municipalities
- More projects not approved for funding than are
- Florida Housing Finance Corporation issues Requests for Applications annually
- Process – developer comes to local government for multiple signatures prior to submittal – does the proposal meet zoning and land use without any conditions? Does it have access to infrastructure? Points for proximity to grocery stores, transit, pharmacy, doctor's office, library, etc.

FLORIDA HOUSING FINANCE CORPORATION RENTAL PROJECTS



Source: Shimberg Center Mapping Assisted Housing and Coastal Flood Hazard Tool

EXISTING CRITERIA FOR DENSITY BONUS

- Rezoning and conditional use required
- Language is difficult to interpret
- Long process (One year +/- from concept to pre-app to final hearing)
- Expensive (Application fee plus soft costs)
- Outcome uncertain for applicant
- Easier, faster, and less expensive to request a small-scale Future Land Use Map amendment - can ask for more than next highest category and project would not have to meet all of the density bonus criteria

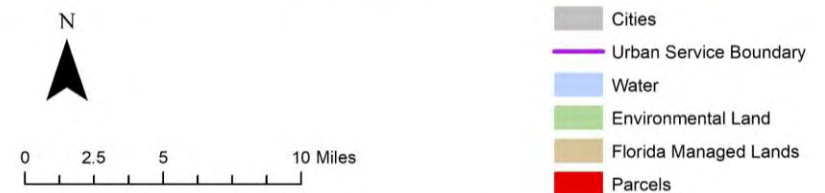
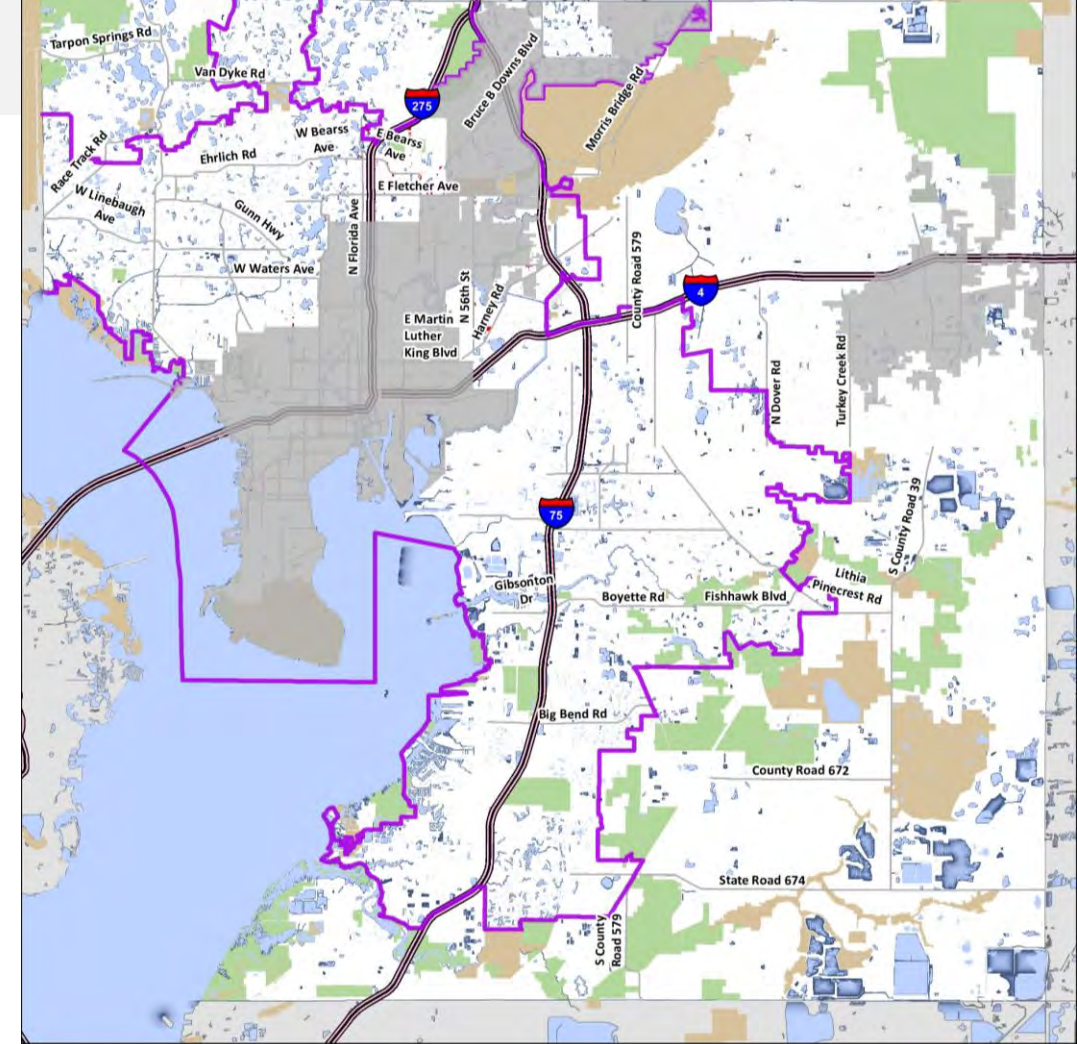
VACANT LAND ELIGIBLE FOR BONUS BASED ON CURRENT POLICIES*

- In Urban Service Area
- On a collector or arterial road
- Water and sewer available
- Within a mile of transit line and economic development projects with jobs
- Promotes infill
- In a residential or mixed-use Future Land Use category with at least 4 units per acre

Total 194 parcels, 298 acres in USF and Westshore Areas

*See FLUE Policy 23.5 and Housing Policy 3.6.1

Note: We also removed parcels in CHHA, Environmental Lands, and Florida managed lands



LOCAL GOVERNMENT INTERVIEWS

- Density bonus policy is still evolving
- Fort Lauderdale and Broward County (LPA) are in amendment process
- Measuring success is inconsistent
- Miami Dade's process is the most comprehensive
- Target AML varies among jurisdictions
- General agreement: Multiple strategies work together
- Most agree that areas with very high density don't need bonus
- Every project is different, and each has its challenges

NEXT STEPS

- Interview developers/Florida Housing (“Sadowski”) Coalition/Florida Housing Finance Corporation - June
- Finish market research – June/July
- Develop new criteria (draft) - July
- Scenario test surplus parcels with draft criteria – July/August
- Refine criteria - August
- Final recommendations and report – September/October
- Briefings throughout process

CONCEPTS FOR CONSIDERATION

- Affordable versus workforce housing (30/60/80/120/140% AMI)
- Administrative/By right or public hearing
- Density bonus greater than next higher FLUM category
- Criteria that mimics Florida Housing Finance Corporation or less restrictive (recommended by Sadowski Coalition)
- Willingness to reduce parking (and other site) requirements administratively

3.0 White Paper

Introduction & Background

This white paper provides a review of common and effective practices at the local government level to support the provision of affordable housing; findings from this review will inform the evaluation and update to the Hillsborough County Affordable Housing Density Bonus (AHDB) Program, as well as additional regulations and incentives supporting affordable housing.

What Is Affordable Housing?

Housing is typically considered affordable when it costs no more than 30% of a household's gross income (including utility costs). Housing formally designated as "affordable" by governments, including Hillsborough County, typically serves households at 80% of Area Median Income or below, based income brackets and household size determined by the US Department of Housing and Urban Development (HUD).¹ Moderate income housing or "workforce" housing is less formally defined, yet usually refers to housing that serves incomes from 80% AMI ranging up to 120% or 140% AMI, depending on the local area definition (note that while the term "workforce" is used for this income range, many individuals in the 80% AMI range and below also participate in the workforce). For the purposes of this white paper, the term "affordable housing" will be used in the general sense to mean housing which does not exceed 30% of household income, with more specific income brackets of focus noted as needed.

Government at the federal, state, and local levels can support and secure housing formally designated as affordable through government subsidies and income restrictions on units. Affordable housing also can occur informally in the private market through a combination of dwelling unit characteristics which may include older age of the structure, smaller unit size, location in areas with lower land values, and lower quality condition, among others. Local governments still influence these private market outcomes through land use policies, development regulations, and other tools, even when no subsidies associated with income-restricted units are involved.

Why Do Communities Need Affordable Housing?

Communities have a lot to gain from providing a wider range of housing options, including a variety of housing types, sizes, and price points well suited for different individuals and household types. Enterprise Community Partners documented how affordable housing promotes household stability, economic security, improved health, and improved education outcomes for individuals

¹ Area Median Income, as defined by HUD for the purposes of determining eligibility for affordable housing programs, is the Median Family Income (MFI) for a Metropolitan Statistical Area. This data can be found here <https://www.huduser.gov/portal/datasets/il.html>

"Family Income" as defined by the US Census Bureau means: "The sum of the income of all family members 15 years and older living in the household. Families are groups of two or more people (one of whom is the householder) related by birth, marriage, or adoption and residing together; all such people (including related subfamily members) are considered as members of one family." Retrieved June 24, 2021 from "Glossary" at: https://www.census.gov/glossary/#term_FamilyIncome.

and families, including children and older adults, who gain access to it. The benefits can be further increased by incorporating green building practices and locating housing near transit.²

Aside from the quality of life, health, and well-being improvements for individuals and households who benefit directly from housing that fits their needs and budget, there are collective benefits for the whole community. Communities are tackling this problem to promote cohesion and social bonds, looking at ways to have people live closer to their jobs, not have to move around as frequently due to costs or limited options, and aging in place to foster multi-generational communities. They are also pursuing economic and civic benefits by providing affordable housing to attract and retain a diversity of people who work in local governments, businesses, and services. To accomplish these housing goals, many counties and municipalities in Florida are rethinking their role among the network of agencies, organizations, and individuals that promote more housing options; they are looking beyond the traditional Federal and State aid tied to formal affordable housing programs. They are evaluating and implementing local regulations, incentives, funding sources, and other tools to increase housing options in their communities.

A lack of quality, affordable housing choices is a widespread problem that many communities face, yet they may experience it in different ways and to different degrees. A look at the rental market provides one example of the need for better options. NYU Furman's *2017 National Rental Housing Landscape* indicates that nearly half of renter households across metropolitan areas in the U.S. were rent-burdened (paying 30% or more of income on housing) in 2015. More recently in a 2021 report, the Joint Center for Housing Studies (JCHS) at Harvard University found that:

"Even after ten years of economic expansion and the lowest unemployment rate in decades, the share of renter households with cost burdens in 2019 was down just four percentage points from the 2011 high. Some 20.4 million renters (46 percent) paid more than 30 percent of their incomes for housing that year, including 10.5 million (24 percent) severely burdened households that paid more than half of their incomes for rent.

Although long the plight of lowest-income renters, cost burdens have moved up the income ladder. More than 80 percent of renters earning less than \$25,000 were cost burdened in 2019, with a large majority severely burdened. Remarkably, 70 percent of renter households earning between \$25,000 and \$34,999 and nearly 50 percent of renters earning between \$35,000 and \$49,999 were also at least moderately burdened. The racial and ethnic disparities are stark, with 54 percent of Black and 52 percent of Hispanic renters having at least moderate burdens, compared with 42 percent of both white and Asian renters.³"

In Florida, the number of renter households increased from approximately 1.8 million to approximately 2.6 million between 2000 and 2017, according to a 2019 report from the Shimberg Center for Housing Studies; as a result, the state's homeownership rate fell from 70% to 65% as of

² Enterprise Community Partners, Inc. (2014) *Impact of Affordable Housing on Families and Communities: A Review of the Evidence Base*.

³ Joint Center for Housing Studies of Harvard University (2021) *State of the Nation's Housing*, p 4.

2017.⁴ The report indicates that the increase in renter households was accompanied by an increase in the number of cost-burdened renters.⁵ There were nearly half a million additional cost burdened renter households in 2019 compared to 2000, and most of these households made at or below 60% of the Area Median Income. There are additional considerations for specific demographic groups, some of which have needs particularly not well served by the current housing system; the report includes findings related to age, individuals with special needs, family/individual households, and occupation, among others, not to forget additional factors such as racial disparities in homeownership rates.⁶

The report also concludes there are geographic considerations based on county size. Of the nearly 800,000 low-income cost-burdened renter households, the report indicates that 61% were in the seven large counties (population of 825,000 or more), 36% in the 29 medium counties (population between 100,000 and 825,000), and 3% in the 31 small counties (population of 100,000 or less). In addition to experiencing higher collective share of renters who are cost burdened, the larger counties see shares of cost burdened renters more widely across the range of income brackets (in many cases ranging up to incomes between 80% and 120% AMI and in some cases such as Broward County and Miami-Dade County, up to incomes between 120% and 140% AMI); most small and medium counties see shares of cost burdened renters at 80% of AMI or below.

What Goals & Strategies are Already Identified for Hillsborough County?

In 2009, Sam Casella and Stuart Meck reviewed barriers to affordable housing and other affordable housing issues to address specific to Hillsborough County, which included the following on the density bonus for affordable housing:

- Rezone requirement in the Comprehensive Plan
- The limited application of the density bonus outside of large-scale planned developments
- The limited application in newly developing areas
- Difficult site criteria to meet to qualify for the bonus
- The disproportionately smaller bonus for smaller development
- Arbitrary minimum thresholds
- The lack of proportionality in the bonus formula
- Inconsistent requirements for affordability periods on income-restricted units and by unit type (e.g., rental versus owner-occupied)
- Inconsistent or competing housing bonuses
- The lack of bonus formula in the Land Development Code

⁴ Shimberg Center for Housing Studies (May 2019) *2019 Rental Market Study*.

⁵ Rent-burdened households was defined for the purposes of the Shimberg Center report as those paying 40% or more of income on rent and utilities;

⁶ Jung Hyun Choi and others, The Urban Institute (October 2019, updated November 2019) *Explaining the Black-White Homeownership Gap: A Closer Look at Disparities Across Local Markets*.

- Inconsistent policies regarding neighborhood appropriateness⁷

The study includes recommendations for Comprehensive Plan, Land Development Code, and administrative process amendments to address barriers and issues hampering affordable housing provision. The study also recommends pre-testing the bonus with entities that might potentially use it to ensure that it is adequately clear, flexible, proportional (i.e., calibrated to be effective in inducing the development of affordable housing), and free of perceived barriers and delays (e.g., being too narrow, restrictive, time consuming, onerous).⁸

These barriers and recommendations can be reviewed as the current density bonus update is underway to ensure that any remaining issues are addressed.

Additionally, Local governments themselves develop and regularly update analysis, goals, and strategies to guide formal efforts to support affordable housing. Two key documents reviewed in support of the AHDB project are the Local Housing Assistance Plan (LHAP), which is required to receive funds from the State Housing Initiatives Partnership (SHIP) program, and the Tampa-Hillsborough County Analysis of Impediments to Fair Housing Choice completed for 2018-2022.

The latest LHAP for fiscal years 2019/20 through 2021/22 lays out the strategies for which SHIP funds will be used. These strategies include:

- Financial assistance to eligible existing or prospective homeowners for various purposes (e.g., rehabilitation, disaster mitigation, accessibility improvements, purchase assistance);
- Disaster mitigation for rental housing;
- New construction and rehabilitation of multi-family housing;
- New construction and rehabilitation of housing for special needs populations as defined by Florida Statute;
- Single-family home construction or replacement; and
- Rental assistance

Aside from incentive strategies required by the SHIP program and Florida Statute (expedited permitting; an ongoing review process for local policies, ordinances, regulations, and plan provisions that increase the cost of housing; and inventory of locally owned public lands suitable for affordable housing) other incentive strategies include:

- Flexible density
- Impact fee relief
- Reservation of infrastructure capacity
- Allowances of affordable accessory dwelling units to meet housing needs
- Reduction of setback requirements

⁷ Sam Casella and Stuart Meck (2009) Removing Regulatory Barriers to Affordable Housing in Development standards, Density Bonuses, and Processing of Permits in Hillsborough County, FL, Cityscape, Vol. 11, No. 2, Regulatory Innovation and Affordable Housing (2009), pp. 66-68.

⁸ See Casella and Meck (2009), p 70.

- Allowance of flexible lot configurations, including zero lot line
- Modification of street requirements
- Support of development near transportation hub and major employment and mixed-use centers

Evaluation of the affordable housing density bonus in conjunction with the other incentive strategies employed by the County will help achieve County goals for use of SHIP monies.

Hillsborough County/City of Tampa's Analysis of Impediments to Fair Housing Choice, which was required by HUD for the Community Development Block Grant program, includes a set of goals and metrics to address impediments⁹. Goals stated in the report's Executive Summary include:

1. *Increase the production and preservation of affordable housing units in a range of sizes within high opportunity areas and racially and ethnically concentrated areas of poverty (R/ECAPs).*
2. *Increase the supply of affordable, accessible housing in integrated settings for persons with disabilities including individuals who need supportive services.*
3. *Increase access to opportunity for persons residing in R/ECAPs or low opportunity areas.*
4. *Increase homeownership opportunities and improve equal access to credit and financial services for minorities and low- and moderate-income persons.*
5. *Increase awareness of Federal, state, and local fair housing laws and practices.*
6. *Increase potential for minorities, persons with disabilities, and other protected groups to move to areas of high opportunity.*
7. *Increase public investment and encourage private investment to address disparities in housing, proficient schools, employment opportunities, and services.*

The following policies (quoted from page 6 of the report) associated with Goal 1 are particularly relevant for this project, which focuses on incentives and regulations to promote affordable housing options in the private market with locational criteria considerations, as well as optimizing the County's position to take advantage of (and, where applicable, remain competitive for) federal and state affordable housing funding programs.

- *Within 5 years, utilize land use ordinances in the City and the County that strongly encourage workforce housing be built concurrently by the private sector under certain circumstances when land use permits for new construction or redevelopment are approved.*
- *Within 5 years, identify additional opportunities to amend existing City and County land use and zoning codes to encourage a variety of housing types including lower-income housing.*
- *Within 5 years, amend the City and County zoning codes to allow ADUs 'as-of-right' in all single-family residential districts for the purpose of creating additional affordable rental units.*

⁹ <https://www.hillsboroughcounty.org/library/hillsborough/media-center/documents/affordable-housing/projects-plans-and-report-notices/10-21-20-analysis-impediments-to-fair-housing.pdf>

- *Within 2 years, provide support to a community land trust that operates throughout Hillsborough County.*
- *Within 5 years, ensure the development of new affordable rental housing in high opportunity areas (near public transit, good schools, and job centers) through strategies such as continued partnership with THA to create mixed-income developments, inclusionary zoning, local housing trust fund, and leveraging federal, state, and local public funding with private sector funding.*
- *Within 5 years, develop a mapping system that identifies sites in high opportunity areas in the City and County that are suitable for affordable housing development. If publicly owned, make these sites available through a surplus land program.*

Additional metrics and milestones associated with the overall goals include efforts to promote both unit preservation and rehabilitation. They also include educational initiatives, programmatic initiatives, services/infrastructure investments and other general investments, with certain metrics and milestones specifically focused on low opportunity areas, low-incomes areas, R/ECAPs, and people with disabilities.

How Does this White Paper Inform Local Strategies?

This paper includes the following sections to illustrate successes and shortcomings of the traditional federal and state housing programs, and how local governments are employing strategies and tools to meet the requirements of and supplement these programs to achieve more robust amounts of local affordable housing. These practices will help inform efforts to achieve Hillsborough County's affordable housing goals, including successful implementation of an AHDB program.

2.0: Understanding the Federal and State Context: This section provides an overview of key federal and state housing programs, as well as recent state legislation, that affect local planning to increase housing options.

3.0: Identifying and Implementing Solutions: Many local governments have adopted regulatory allowances and incentives, mandates, development process assistance, local funding sources and tools, and other types of support to increase housing options; however, some of these strategies prove more successful than others and can depend on context. This section looks at the common strategies local governments have used and which ones have shown the most effective results based on findings from our reviews and project work; it also highlights factors to consider in identifying locations where strategies may be targeted for increased effectiveness.

4.0: Conclusion - Telling the Story: The technical analysis is only part of the process to increase housing options; the report concludes with a note on communicating about and building support for these efforts.

Understanding the Federal & State Context

Federal and State legislation and programs provide the broader regulatory and public funding context in which local governments make decisions and devise their own local tools to address

housing options and affordability. This section highlights some key programs and legislation but is not meant to be exhaustive; HUD and the Florida Housing Coalition provide reports with comprehensive program listings.¹⁰

Local governments have not always found that Federal and State programs alone are adequate to meet the needs of diverse housing options in their local communities, and studies document how Federal housing assistance has been on the decline.¹¹ As a result, local government are supplementing with tools discussed later in this paper.

Federal Low Income Housing Tax Credit Program

One of the most notable programs at the Federal level in support of affordable housing is the Low Income Housing Tax Credit (LIHTC) program. The US Department of Housing and Urban Development (HUD) estimates that over 3 million units were placed in service between 1987 and 2018.¹² A low-income tax credit is just as it sounds – developers that build or rehabilitate homes for affordable rental housing can apply for an income tax credit. Typically, investors, often large banks with branches in the community, make equity investments in the project in exchange for the tax credit and receive the credit over the course of ten years once the units are placed into service. The bank benefits from this arrangement by satisfying Community Reinvestment Act requirements and purchasing a tax forgiveness for anywhere between 0.85 cents to \$1.00 per one dollar of tax credit. In turn, the developer receives funding for their project, and the community benefits as the units must stay affordable for at least 30 years.

There are two tax credit types: a 9% tax credit intended to provide a 70% subsidy and a 4% credit using at least 50% federally tax-exempt bond financing, intended to deliver a 30% subsidy. The tax credits may be used for new construction and rehabilitation of existing properties. A study by CohnReznick indicates that with increased demand for tax credits, 9% tax credit projects may be funded up to 75 or 80% with investor equity; however, local governments play a role in financing tax credit projects overall. The study indicates that on average, investor equity accounts for 55% of capital; government sources account for 21%, and hard debt with repayment requirements accounts for the remainder.¹³ Section 3 of this report talks more on local government funding. The Urban Institute highlights that the LIHTC program is often used in conjunction with other Federal

¹⁰ US Department of Housing and Urban Development (no date) Low-Income Housing Tax Credit (LIHTC), <https://www.huduser.gov/portal/datasets/lihtc.html>.

Florida Housing Coalition (2015) Affordable Housing Funding Sources, <https://www.flhousing.org/wp-content/uploads/2016/03/Affordable-Housing-Funding-Sources-2015-06.pdf>.

¹¹ Corianne Payton Scally, Amanda Gold, Carl Hedman, Matt Gerken, and Nicole DuBois (2018) *The Low-Income Housing Tax Credit: Past Achievements, Future Challenges*, The Urban Institute, p V.

¹² US Department of Housing and Urban Development, “Low-Income Housing Tax Credit (LIHTC)”, <https://www.huduser.gov/portal/datasets/lihtc.html>

¹³ CohnReznick LLP (2017) *Housing Tax Credit Investments: High Performance and Increased Need*.

and State funding programs, and rental assistance is often needed for LIHTC units to be affordable to extremely low-income households.¹⁴

There are several ways to meet project requirements for income restrictions. Historically, projects either required that 1) at least 20% of units were occupied by individuals with incomes of 50% Area median income (AMI) or below or 2) at least 40% of the units were occupied by individuals with incomes of 60% AMI or below, adjusted for family size. 2018 legislation allowed a third option for projects to require that at least 40% of units are occupied by tenants with an average income no greater than 60% AMI, with no individual tenant's income exceeding 80% AMI. Additionally, rents adjusting for bedroom size must not exceed 30% of 50% or 60% AMI, depending on the income test option.

The challenge of this program is the limited number of 9% tax credits (the credits providing deeper subsidy) available relative to the number of projects that apply for it, resulting in a highly competitive application process for developers. Every year, Congress sets a limit on the amount of tax credits per state. The program is generally operated by a public or semi-public agency, and projects are selected based on various factors guided by Federal regulations and state housing finance agency priorities. These factors include the bestowment of a Local Government Area of Opportunity Designation, in some cases with a required minimum \$500,000 in local government financing (grant or loan), and proximity to services such as schools, grocery stores, general practitioner doctors, pharmacies, and transit stops. Once projects are ranked and selected, there is a “challenge period” where those who were ranked low and not selected can file an appeal against a project that was ranked high and would get funded. Some developers regularly budget challenge money into projects.

As mentioned earlier, the use of the 4% credit is tied to the use of a tax-exempt bond, with bond volumes capped by state. While considered to be non-competitive, developers applying for 4% tax credits must still meet certain minimum standards regarding proximity to services and transit stops and funding. Only a limited number of projects will be funded within the same jurisdiction — most often only one.

The Urban Institute highlights the success of this program relative to others, including for affordable housing in rural areas, yet “the lack of robust data and of public awareness of the program’s contribution to the country’s stock of affordable rental housing make LIHTC a challenging program to champion.”¹⁵ The Institute also notes that LIHTC is sensitive to economic downturns and tax policy changes, which can affect how much housing is produced through the program.¹⁶ Other challenges facing this program documented by the Urban Institute include:

Units are not required to be permanently affordable and need additional infusions of capital when equity investors take their money out of the property once tax benefits end. Further,

¹⁴ Corianne Payton Scally, Amanda Gold, Nicole DuBois (2018) *The Low-Income Housing Tax Credit: How It Works and Who It Serves*, The Urban Institute, p 9.

¹⁵ Scally, Gold, DuBois (2018), p 16. See also Scally, Gold, Hedman, Gerken, DuBois (2018).

¹⁶ Scally, Gold, Hedman, Gerken, DuBois (2018).

the program does not serve the lowest-income households well on its own: many tenants need federal rental assistance to afford rents. Compared with other forms of housing assistance, LIHTC is economically inefficient because it drives up the transaction costs of affordable rental housing deals. The program structure, which encourages keeping costs low and constructing projects in low-income communities, can promote the concentration of units in poorer places. Finally, the LIHTC allocation process plus community opposition to developments can concentrate poverty and promote racial segregation.¹⁷

HUD data through 2017 on 89% of LIHTC properties indicated that nearly 40% of these households received monthly financial assistance for rent (from federal, state, local, and nonprofit organization sources such as disability); note that nearly 25% of households were reported as having an unknown status.¹⁸ Additional studies document the use of rental assistance among LIHTC households, particularly lower-income households.¹⁹ Additionally, of the 61% of LIHTC properties reporting adequate income information to calculate the distribution of household income as a percentage of Area Median Gross Income (AMGI), 43% were at 30% AMGI or below. This finding further highlights the potential need for rental subsidy in LIHTC units. The Urban Institute notes that the 2018 adjustment to the program allowing incomes to extend up to 80% AMI while maintaining an overall average income of 60% AMI across 40% of the units aimed to address the limitations of the program in serving extremely low-income households.²⁰

State Funding Programs & Legislation

State funding programs also provide support, yet here too key funding sources have been constrained. The most notable funding sources at the State level are the Sadowski state and local housing trust funds. An increase in the transfer fee for real property transactions provided a revenue source for these funds, yet the funds still must be appropriated by the legislature. The Local Government Housing Trust Fund provides funds (when appropriated) for the State Housing Initiatives Partnership (SHIP) program; this program provides funding on an entitlement basis to all 67 counties and Community Block Grant entitlement cities that fulfill program requirements to support various allowed activities supporting the provision affordable housing. The State Housing Trust Fund provides funds for Florida Housing Finance Corporation programs such as the State Apartments Incentive Loan (SAIL) program. These funds have repeatedly made headlines recently due to the “sweeping” of funds, where they have not been fully appropriated for affordable housing purposes, limiting the amount of housing that can be provided. SB 2512 (2021) permanently revised the statutory distribution of documentary stamp proceeds to provide funding for sea level rise mitigation and wastewater programs, in addition to the housing trust funds.

¹⁷ Scally, Gold, DuBois (2018), p VI.

¹⁸ US Department of Housing and Urban Development Office of Policy and Research (2019) *Understanding Whom the LIHTC Serves: Data of Tenants in LIHTC Units as of December 31, 2017*.

¹⁹ Scally, Gold, Hedman, Gerken, DuBois (2018), p 9; Scally, Gold, Dubois (2018), p 10.

²⁰ Scally, Gold, DuBois (2018), p 13.

Additional recent legislation to note regarding housing includes HB 7103 (2019), which among other provisions:

- Required counties and municipalities to “provide incentives to fully offset all costs to the developer of its affordable housing contribution” in the instance of an inclusionary housing ordinance mandating a set-aside of affordable units or an in-lieu contribution.
- Allowed a county, municipality, or special district to provide an exception or waiver for an impact fee for the development or construction of affordable housing without having to use revenues to offset the impact to overall impact fee funds.

HB 1339 (2020) included, among other provisions:

- Explicit allowances for the use of linkage fee ordinances by counties and municipalities to increase the supply of affordable housing
- A requirement that in the case of linkage fees applied to residential or mixed-use residential developments, counties and municipalities provide “incentives to fully offset all costs to the developer of its affordable housing contribution or linkage fee.”
- Allowances for counties and municipalities to approve affordable housing on any parcel zoned for residential, commercial, or industrial use, “notwithstanding any other law or local ordinance or regulation to the contrary”.

Full language can be found in 125.01055 and 166.04151, Fl. Stat.

Identifying & Implementing Solutions

Overview of Common & Effective Strategies

Local governments throughout Florida have adopted a variety of different regulations, incentives, funding mechanisms, and other tools to provide for more housing options once they have defined a problem in their local communities. Tindale Oliver has reviewed efforts in over 35 local cities and counties (noted as cases below), identifying strategies that are commonly tried and those that have shown to produce some desired results. The different approaches are categorized by type below with highlights of successful cases, based on findings from Tindale Oliver’s review work.

Regulatory allowances and incentives (33 cases identified)

Common examples of these strategies include allowance of a variety of housing types and units of smaller sizes, density bonuses and transfer of development rights to development sites where affordable housing will be built, flexibility on development standards, and impact fee and other fee waivers, among others, to promote a variety of housing options that are affordable (through construction of units, monetary contributions, or other contributions). Allowance and incentive strategies can be combined, such as allowing smaller housing units and requiring a reduced impact fee for those units. HB 7103 (2019) allowed a county, municipality, or special district to provide an exception or waiver for an impact fee for the development or construction of affordable housing without having to use revenues to offset the impact to overall impact fee funds.

Several of these incentive strategy types are explicitly stated in 420.9076 of Florida Statute for consideration in relation to SHIP program requirements for the LHAP. The following highlight examples where these approaches have been used:

All allowable fee waivers provided for the development or construction of affordable housing: A 2017 review completed by Tindale Oliver of 10 city or county case studies of impact fee incentives and other incentives and mandates to promote affordable housing indicated that 7 of the 10 jurisdictions had seen some degree of success with their impact fee incentive, which ranged from partial reductions to complete reductions/waivers. For example, Broward County paid or waived impact fees for 3,281 affordable/workforce units (totaling \$2.3 million in impact fee incentives) between 2006 and 2016. One program was new enough that there was not information on usage yet, and usage information for another case was not available. Additional research for this AHDB study indicated that Manatee County has seen success with impact fee incentives through its Livable Manatee program. There are also ways to reduce fees for housing through technical calculations, such as allowing lower fees for smaller units or allowing de minimis exemptions where the impact is small enough. Sarasota County is an example where different mobility fee tiers are based on unit size.

The allowance of flexibility in densities for affordable housing: Bradenton has successfully used flexible densities, one recent example being the Braden Cottages development with a density bonus up to 15 units per acre. Additional communities identified through Tindale Oliver's 2017 case study review who have successfully used density bonuses are Brevard County and Lee County. On a sub-area scale, Miami's Wynwood Public Benefits Trust Fund is a voluntary program through which developers provide certain public benefits or cash contributions for these benefits in exchange for bonus height for their development; the City's code requires that a minimum of 35% of funds collected be allocated towards affordable/workforce housing. According to correspondence with the Business Improvement District staff in 2020, the program had generated approximately \$1.7 million in funds since its creation in 2015, or a little less than \$350,000 per year on average. More in-depth case studies and best practices on structuring density bonuses are provided later in this report.

Affordable accessory residential units: Findings from Tindale Oliver's 2017 review indicate that Indian River County has seen success in enticing development of affordable housing through the allowance of accessory units in residential zoning districts.

The reduction of parking and setback requirements for affordable housing: For example, two of the developers we interviewed for this project received parking reductions for their projects in Bradenton. The criteria for the reduction was proximity to transit. Additional examples include several of the jurisdictions whose affordable housing density bonus programs were reviewed for this project: Pinellas County, Manatee County, City of St. Petersburg, City of Ft. Lauderdale, and City of Orlando. Miami-Dade County allows parking reductions in Urban Center districts, which include areas where the County's workforce housing mandate applies.

The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing: As part of Tindale Oliver’s 2017 review, Indian River County indicated that the allowance of small lots had been working well in enticing development of affordable housing.

The modification of street requirements for affordable housing: for example, Alachua County includes this strategy in its 2020/21 through 2022/23 LHAP, noting general street design flexibility and less right-of-way required for developments that provide innovative plans and the allowance of common parking lots rather than private roads, drives, or alleys for accessing individual homes in cottage neighborhoods.

The support of development near transportation hubs and major employment centers and mixed-use developments: The workforce housing density bonus in Miami-Dade County has promoted an expansion of density just outside the highest density urban centers (Core and Center sub-districts where mandated inclusionary zoning for workforce housing is in place).

While Tindale Oliver’s 2017 review of incentives indicated a degree of success with various strategies, a common thread among many of the jurisdictions interviewed was that different types of incentives needed to be used together and that the incentive programs alone did not meet the full needs of their respective communities. Due to this finding, Tindale Oliver completed additional case study research on affordable housing mandates, local funding sources, and other types of support that might further the provision of affordable housing, summarized below under the related headings.

Development process assistance (34 cases identified)

These approaches make the development review process easier for affordable housing developments. Incentive strategies explicitly mentioned in Florida Statute for consideration as part of the LHAP (420.9076, F.S.) include expedited review/permitting and the reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons. The City of Orlando provides a successful case of having a “permitting expeditor” staff member to ensure that an affordable housing project moves quickly through the development review process. Regarding reservation of infrastructure capacity, Alachua County’s 2020/21 through 2022/23 LHAP includes this strategy noting the following:

The Unified Land Development Code, Sec. 407.12l(b), provides that a preliminary certificate of level of service compliance (CLSC) may be issued for affordable housing developments for time periods established by the phasing schedule of the project's approved preliminary development plan. Reservation of public school capacity associated with this provision can be made through a development agreement between the developer, county, and the school board in accordance with the Interlocal Agreement for Public School Facility Planning.²¹

Regulatory mandates (8 cases identified; includes pairing with incentives)

In contrast to incentives, these approaches are requirements, such as one-to-one replacement of affordable housing units lost to development, inclusionary zoning policies (which often require a

²¹ Alachua County, *State Housing Initiatives Partnership Local Housing Assistance Plan*, 2020-2023, p 17.

set-aside of units that are affordable), in-lieu fees for a monetary alternative to required affordable unit provisions, and linkage fees based on need for housing generated by new development. Due to HB 7103 (2019) and HB 1339 (2020), counties and municipalities are required to provide incentives to fully offset all costs to the developer of its affordable housing contribution, in the instance of an inclusionary housing ordinance mandating a set-aside of affordable units or an in-lieu contribution, or linkage fee in the case of residential or mixed-use residential development.

As a follow-up to the information gathered through the 2017 affordable housing case study review, Tindale Oliver completed a subsequent case study review in 2020 that included six inclusionary zoning program case studies in Florida and three linkage fee cases in Florida. Robust comparative findings were difficult to draw from these cases due to differences in jurisdiction size and context, in addition to the fact that program outcomes were not always tracked in regular, standardized ways. Among cases where results were available, several saw positive outcomes:

- The smaller villages, towns, and cities reviewed, including Islamorada, Jupiter, and Coconut Creek, tended to generate between approximately \$50,000 to \$200,000 on average per year since the creation of their inclusionary zoning in-lieu fee and/or linkage fee programs, based on information from correspondence with staff in 2020. As of 2020, the City of Coconut Creek's linkage fee program aided 24 households with home purchase and 19 home rehabilitation projects.
- At a larger scale, Palm Beach County has had an inclusionary zoning mandate in place since 2006. Interviews with County staff in 2017 indicated that this mandate was the most successful program in developing affordable housing, in this case serving households between 60% and 140% AMI. This program resulted in an obligation of 2,500 units as of 2020 (approximately 180 units per year on average) and \$14 million in in-lieu fees (approximately \$1 million per year on average).

Note that some of these programs operated through periods of low economic and development activity, such as the 2008 recession, which likely lowered overall outputs of the programs given that they are all tied to private development activity.

Local funding sources, cost controls, and other resource support (15 cases identified)

Local governments can use other funding mechanisms to support housing options that are affordable in addition to tools mentioned as part of other approaches (e.g., in-lieu fees provided as an alternative to construction of units as part of an inclusionary zoning requirement, linkage fee). Additional funding sources include general fund transfers, bond money, parking meter revenue, grants and donations, and others. These funds are usually collected in an Affordable Housing Trust Fund. These funds can help provide gap funding or help meet local funding contribution requirements for other housing funding programs, such as LIHTC.

Regarding subsidies, HUD has reviewed literature on how to effectively target these funds relative to the demand side of housing (e.g., vouchers) or the supply side (e.g., housing production subsidy).²² The following summarizes key conclusions from Chapter Eight of the report.

Demand subsidies are generally less expensive than production subsidies, making them a good first option to consider. Yet there are circumstances where vouchers tend to have low success rates, including:²³

- *For households with five or more people;*
- *For single, non-elderly, non-disabled households;*
- *In tight housing markets; and*
- *In jurisdictions that do not have laws barring discrimination on the basis of source of income.*

Vouchers can lower a household's rent burden and help recipients increase their housing consumption. Vouchers work best where they trigger an increase in housing supply, helping control possible demand-driven rent increases. Regulations are one factor that may play a role in the housing supply response. More information is needed on other factors affecting housing supply response, when vouchers might lead to overall rent increases for unassisted households, and how to avoid concentrating households using vouchers.

Aside from their higher costs, other shortcomings of production subsidies are that they may crowd out existing or new construction of units in the private market; they also can limit household choice on where to live. However, production subsidies may still be an effective choice where benefits outweigh the costs, additional costs may be minimized, and vouchers tend to be less effective and, conversely, production subsidies tend to be more effective. More research is needed on where crowding out private development might be more or less likely, how crowding out relates to unit filtering process (i.e., how units become more or less affordable on the private market), and where increased costs for use of production subsidies might be minimized. Production subsidies can help accommodate needs of people with disabilities and large families that might not be as easily met through the private market and provide access to “high-quality” neighborhoods (discussed in the report using characteristics such as poverty rates, education levels, unemployment rates, etc.).

Regarding effects of production subsidies on surrounding neighborhoods, studies indicate outcomes are mixed; HUD's report notes a range of potential outcomes depending on circumstances, including factors such as scale of the project and neighborhood stability. Effects may range from negative impacts on property values, to no effect on values, to a stabilizing effect in moderately “distressed” neighborhoods; production subsidies may also help mitigate “filtering

²² US Department of Housing and Urban Development, Office of Policy Development and Research (2003) *Target Housing Production Subsidies: Literature Review*.

²³ US Department of Housing and Urban Development, Office of Policy Development and Research (2003), p 82.

up” of units to preserve units at affordable rents, potentially aiding with preventing or decreasing concentration of poverty.

As part of our 2020 case study review, Tindale Oliver reviewed seven affordable housing trust funds for local funding sources (six cases in Florida, one out of state), including correspondence with jurisdictional staff; additional research was also completed for this AHDB project. Some jurisdictions achieved results by providing funds directly for use through funds dedicated to affordable housing, including the following:

- Broward County created an affordable housing trust fund in 2018 with money sourced from the General Fund. \$21.3 million was awarded as of 2020 and 770 units proposed for new construction or rehabilitation, based on correspondence with staff.
- Charlotte, NC has a strong affordable housing trust fund program; as of 2020, staff estimated the fund had \$160 million available and had expended \$94 to \$95 million since its creation in 2001 (approximately \$5 million a year). The main source of financing has been through voter-approved bonds. Funding efforts have results in 8,476 new and rehabilitated units financed (slightly less than 450 units a year on average). Much of this funding is used to support tax credit developments.
- Pinellas County has supported affordable housing through Penny for Pinellas sales tax funds. The County uses rolling applications for the funding program to remain nimble with the provision of funds. The latest extension of the tax from 2020 to 2030 resulted in \$80 million to support qualified development and rehabilitation projects. As of April 2021, four projects have been conditionally approved, totaling 411 affordable units, 103 of which will serve households with incomes below 60% AMI and 90 of which will serve households with incomes ranging from 60% to 80% AMI. This program is producing some mixed-income projects. This latest round of funding builds on work in the prior decade by Pinellas County to support development and preservation of more than 2,900 affordable units through a combination of local, state, and federal partnerships.²⁴

Local governments also can offer other resource support, such as land subsidies through use of public lands for affordable housing. Florida Statute requires local governments to maintain an inventory of locally owned public lands suitable for affordable housing (125.379 and 166.0451, F.S.), and this strategy is explicitly mentioned in strategies to consider for the LHAP (420.9076, F.S.). The Braden Cottages project referenced earlier provides an example of a project in Bradenton, Florida developed on surplus public land.

A land subsidy can also occur via a Community Land Trust that removes that value of the land from the cost of the housing, making it much more affordable. The Community Land Trust also provides an approach for a subsidy to be passed from one homeowner to another, since sale prices are calculated to allow an initial homeowner to build a degree of equity while still providing an affordable sales price for a subsequent buyer. The South Florida Community Land Trust

²⁴ Pinellas County (no date) Creating Housing Affordability in Pinellas County: Penny for Pinellas Affordable Housing Program, access June 2021 at: <https://www.homesforpinellas.org/>.

provides an example of this approach, serving the South Florida area with current or anticipated units located in Broward County across 11 different municipalities as of 2017.

Lastly, section 420.9071, Fl. Stat. requires LHAP incentive strategies to include “an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption”. SHIP recipients that receive more than the minimum funding are required to periodically review these regulations after the initial LHAP is adopted.

Advantages of Flexibility

Interviews with staff in Charlotte, NC and Miami-Dade County from the 2020 case study review highlighted the usefulness of having a flexible approach to addressing affordable housing needs. Charlotte staff noted that the specific uses of the affordable housing trust fund money have not been codified to maintain flexibility in use of funds; the City uses the Requests for Proposals to provide more specific information, allowing the program to remain agile in meeting needs. Miami-Dade County staff noted the variety of approaches taken in different parts of the county to tailor solutions to specific contexts. For example, an inclusionary zoning mandate has been implemented in the “Core” and “Center” sub-districts of an urban center district with no in-lieu fee option, ensuring that units are provided near employment centers. The voluntary density bonus program is used effectively outside the highest density areas of the Center and Core subdistricts since it is not as much of an incentive in areas where density is already extremely high. The County has also seen success with adjusting design requirements and allowing additional units on smaller parcels and lots and different housing types (e.g., duplex) on single-family lots.

This flexibility is also mirrored in the Broward County Land Use Plan policies and Administrative Rules, which allow municipalities to use different types of strategies to achieve and/or maintain a sufficient supply of affordable housing in the case of amendments proposing to add 100 or more residential units to units allowed under existing densities approved in the Broward County Land Use Plan. The Broward Planning Council discussed the option of a blanket countywide inclusionary mandate in February of 2020 yet decided not to adopt this requirement.

Tailoring different strategies for different areas may also help distribute formally designated affordable units throughout a community as opposed to concentrating them in one area. Additional factors to consider in geographically targeting strategies are discussed later in this section.

Overview of Common Targeted Outcomes

These approaches can be used to achieve desired outcomes to create housing options that are affordable, which may include but are not limited to:

- Developer/rental building owner support:
 - Creation/rehabilitation of different housing types and mixed-use developments
 - Construction/reconstruction of new formally designated affordable housing
 - Demolition assistance related to redevelopment

- Conversion of existing market-rate units to formally designated affordable units
 - Rehabilitation/repair/preservation of existing formally designated affordable units
- Homeowner support:
 - Purchase assistance
 - Rehabilitation and repair assistance for homeowners
 - Foreclosure prevention assistance
- Renter support:
 - Rental security/utilities deposit assistance
 - Rental assistance
- Support by demographic group or issue
 - Assistance for “special needs” populations (note that these populations are defined by Florida Statute)
 - Disaster mitigation
 - Continuum of care (serving individuals and families experiencing homelessness)

Density Bonus Research & Best Practices

Literature Review

This section provides key takeaways from a review of literature on the use of density bonuses and other incentives that may be used in conjunction with density bonuses, particularly in the context of inclusionary housing programs (either mandatory or voluntary). These programs typically involve an affordable housing set-aside as part of a development or other contribution from the developer in support of affordable housing, often (but not necessarily) in exchange for an incentive such as a density bonus.

[Inclusionary housing programs have potential benefits in terms of housing, integration, and access to opportunity and improved educational outcomes; outcomes vary across programs.](#)

Ramakrishan, Trekson, and Green summarize some of the outcomes from inclusionary housing programs overall. Measures of effectiveness include “the number of affordable units produced, how long units remain affordable, and who benefits from IZ laws.”²⁵ Outcomes of inclusionary zoning laws vary significantly by area. Limited literature suggest that inclusionary housing policies generally improve economic and racial integration, although the effects vary by case; these programs may also provide low-income residents access to high-opportunity neighborhoods and low-poverty schools, as well as improve educational outcomes for children.²⁶ The authors add: “The evidence that IZ increases housing prices or decreases production is mixed, and outcomes can be affected by differences in program design or the housing market. Existing research points to the benefits of IZ and its ability to create affordable housing, encourage integration, and improve equity. As policymakers consider IZ as a tool to increase affordable housing, additional

²⁵ Kriti Ramakrishan, Mark Trekson, and Solomon Green (2019) *Inclusionary Zoning: What Does the Research Tell Us about the Effectiveness of Local Action?*, The Urban Institute, p 3.

²⁶ Ramakrishan, Trekson, and Green (2019), pp 5-6.

research should be conducted on how to make IZ policies more effective, equitable, and widely applicable.”²⁷

Findings are mixed on the impacts of inclusionary housing programs on housing markets.

Ramakrishan, Trekson, and Green report a lack of rigorous evidence on the effect of inclusionary programs on housing markets; some literature indicates a mix of effects on housing prices or decreases in production, possibly linked to policy design, neighborhood location, and housing market characteristics of the area.²⁸ However, Sturtevant states that despite limitations on drawing conclusions from studies that vary considerably and do not provide conclusive evidence on overall effectiveness, “the most highly regarded empirical evidence suggests that inclusionary housing programs can produce affordable housing and do not lead to significant declines in overall housing production or to increases in market-rate prices. However, the effectiveness of an inclusionary housing program depends critically on local economic and housing market characteristics, as well as specific elements of the program’s design and implementation.”²⁹

Tailor the structure and use of the density bonus to context, particularly market conditions.

Regarding inclusionary housing programs, a critical factor to success noted throughout much of the literature is the strength of the economic and housing market conditions in an area; these programs work best in strong housing markets and where there are sufficient levels of market-rate development.³⁰ Williams and co-authors provide the four general factors that affect market feasibility: “public policy (allowable density, required use mix), market feasibility (achievable pricing relative to production cost), capital (cost and availability), and land (cost and availability). IZ principally intersects with land and market feasibility.”³¹ Morris notes that in cases where incentives are less effective due to a soft economy, alternative approaches may be needed, such as a mandate or direct provision of the desired amenity by the government.³²

Other contextual factors to consider include potential state-level actions to pre-empt or limit local discretion in the use of inclusionary programs; Ramakrishan, Trekson, and Green indicate that these state-level actions have become more prevalent as local inclusionary zoning laws become more common.³³ Florida is no exception; for example, state statute requires costs of affordable housing contributions to be offset to developers in cases of mandated inclusionary housing programs or linkage fees (125.01055 and 166.04151, F.S.).

²⁷ Ramakrishan, Trekson, and Green (2019), p 8.

²⁸ Ramakrishan, Trekson, and Green (2019), p 5, 8.

²⁹ Lisa A. Sturtevant (2016) *Separating Fact from Fiction to Design Effective Inclusionary Housing Programs*, Center for Housing Policy, p 1.

³⁰ Sturtevant (2016), p 8; Ramakrishan, Trekson, and Green (2019), p 3; Stockton Williams and co-authors (2016) *The Economics of Inclusionary Development*, Urban Land Institute, p 6;

³¹ Williams and co-authors (2016), p 1.

³² Marya Morris (2000) *Incentive Zoning: Meeting Urban Design and Affordable Housing Objectives*, American Planning Association, Planning Advisory Services Report Number 494, p 11.

³³ Ramakrishan, Trekson, and Green (2019), p 1.

Additionally, Sturtevant provides evidence suggesting that density bonuses are not as effective in areas already zoned for high-rise construction: “In her analysis of Montgomery County, Maryland’s inclusionary housing program, Karen Brown noted that density bonuses have not been as effective in promoting affordable housing development in areas of the county that are already zoned for high-rise construction. After a certain height and density, land costs become an increasingly smaller portion of overall development costs, and the benefits of the extra density do not provide the same level of subsidy that they would in a smaller-scale project.”³⁴

Combine the density bonus with a program of additional incentives, particularly direct subsidies, tax abatement, and parking reductions, and regulatory approaches such as adequate land zoned to accommodate all housing types and household incomes.

Morris found that density bonuses need to be coupled with additional financial and regulatory techniques to effectively result in additional affordable housing. “What is clear from looking at the most extensive state programs is that provision of density bonuses and regulatory waivers of fees or development standards—while two of the most common tools used to implement mandatory housing plans—are not sufficient incentives in and of themselves to get developers to build affordable housing. What does work are carefully crafted packages of financial and regulatory techniques that remove barriers to affordable housing but also meet the overall community planning objectives.”³⁵ Morris adds that density bonuses and fee waivers are “used most effectively in concert with direct subsidies and where there is adequate land zoned to accommodate housing of all types and for all income groups.”³⁶

Williams and co-authors and Ramakrishan, Trekson, and Green also indicate that lack of adequate development incentives is one reason why inclusionary zoning programs are not as effective.³⁷

Williams and co-authors highlight three incentives in addition to density bonuses that are particularly effective: direct subsidies, tax abatements, and reduced parking requirements. They add: “Some jurisdictions reduce or waive fees as an inclusionary development incentive; while often helpful and worth doing in general, fees are generally not a primary determinant of feasibility.”³⁸ Additional considerations for these other incentives highlighted include:³⁹

- Direct subsidies can be effective and efficient from developer’s perspective but may be expensive and divert public funds away from other priorities, potentially causing community opposition.
- Tax abatements help offset development operating costs but are not widely used. They can divert funds from other public priorities, causing community opposition, or conflict

³⁴ Sturtevant (2016), p 9, citing: Karen Brown (2001) *Expanding Affordable Housing Through Inclusionary Zoning: Lessons from the Washington Metropolitan Area*. Washington, DC: The Brookings Institution Center on Urban and Metropolitan Policy.

³⁵ Morris (2000), p 44.

³⁶ Morris (2000), p 30.

³⁷ Williams and co-authors (2016), p 6; Ramakrishan, Trekson, and Green (2019), p 3.

³⁸ Williams and co-authors (2016), p 12.

³⁹ Summarized from Williams and co-authors (2016), pp 13-16.

with other tax-based subsidies such as tax increment financing. Some areas may also require a higher tax abatement incentive than the total tax burden, which may render tax abatements insufficient.

- Parking incentives are valuable only where requirements are higher than what a developer would optimally provide, including anticipated demand for parking from residents that would otherwise be addressed by residents paying for off-site parking, spending time finding on-street parking near their units, etc. The incentive effect is based on the parking type and related cost (e.g., surface versus deck). An additional consideration is whether parking has a charge that might generate revenues, in which case reducing parking might negatively affect a revenue source.

Thaden and Wang indicate from their inclusionary housing program review published in 2017 that voluntary programs offered a higher number of incentives on average and more variety of incentives, including a density bonus, zoning variances, fee reductions or waivers, and expedited permitting.⁴⁰

[The incentive\(s\) provided should be comparable to the value of the amenity.](#)

An incentive needs to be comparable to the value of the amenity, not only in terms of cost, but also in terms of meeting actual public objectives; this determination should also account for potential social costs of providing an incentive. This point may seem obvious, but historic attempts to incentivize public benefits have often resulted in public amenities that did not deliver desired outcomes. Morris summarizes analysis of certain city bonus programs showing that some amenities were not adequately provided in terms of amount, type, design, and location despite the bonus being allowed.⁴¹ “In a successful bonus program, policy makers will periodically review the list of amenities that are being provided in exchange for increased density to ensure that those amenities meet the most current planning objectives of the city. Such an audit is useful both in evaluating the type, design, and location of the amenities, and in evaluating the public purpose being served.”⁴² Morris adds: “In fact, evaluations of bonus systems in New York (Kayden 1992, note 36) and Chicago (Chicago 2000) have revealed that incentives have been under priced and that developers have been granted bonuses that far exceed the value of the amenities provided.”⁴³ An incentive itself might also have a social cost that needs to be considered (e.g., additional density casts a shadow on surroundings). Additional regulations such as design guidelines may help produce a better outcome. However, an additional consideration for voluntary programs with this last approach provided by Morris is whether additional

⁴⁰ Emily Thaden and Ruoniu Wang (2017) Inclusionary Housing in the United States: Prevalence, Impact, and Practices, Lincoln Institute of Land Policy Working Paper WP17ET1.

⁴¹ Morris (2000).

⁴² Morris (2000), p 10.

⁴³ Morris (2000), p 11. Citation references:

Kayden, Jerold S. 1992. “Market-Based Regulatory Approaches: A Comparative Discussion of Environmental and Land Use Techniques in the United States.” Boston College Environmental Affairs Law Review 19: 565.
Chicago, City of. Department of Planning and Development. 2000. A New Zoning Bonus System for Chicago. Public Review Draft. July.

requirements create an additional cost or deterrent significant enough to limit participation in voluntary incentive programs and whether that effect can be offset through the incentives provided.

Carefully design the bonus structure and ensure adequate program administration.

Several studies and reports reviewed indicated that effective density bonus program design, implementation, and administration are important for program success and avoiding adverse effects on the housing market.⁴⁴ Findings on characteristics promoting success include the following:

- **Mandated versus voluntary program:** Effectiveness may be heightened if a program is mandatory.⁴⁵ Sturtevant found that mandatory programs result in the production of more units and generally do not depress new construction in strong housing markets. However, voluntary programs can still be effective if treated as though they are mandatory or when there are appropriate incentives/offsets.⁴⁶
- **Predictability:** Sturtevant indicates: “Predictable programs with clear guidelines are most effective.”⁴⁷
- **Consistent administration, strong enforcement:** Williams and co-authors indicate that shortcomings in inclusionary zoning implementation include loosely crafted programs that are inconsistently administered or weakly enforced.⁴⁸ Ramakrishan, Trekson, and Green found evidence to suggest that some programs lack effectiveness due a lack of enforcement or a lack of local staff capacity to implement requirements.⁴⁹
- **Responsiveness to interplay of market conditions and development types:** The effectiveness of required set-aside percentages and affordability depths varies based on development types and local conditions. For example, Williams and co-authors indicate in one scenario involving stacked flats development: “Where market rents and below-market rent targets are relatively close, development impacts may be relatively small if only a small percentage of units is required. However, in such instances, developments may yield similar land residuals when a high percentage of units is required at a higher level of affordability. For that reason, developers that focus on low-rise apartments in suburban locations may argue against deeper levels of affordability.” In a scenario involving 4-over-1 design, the authors indicate: “Where market rents are high relative to below-market rent targets, developers are relatively indifferent to below-market rent targets.”⁵⁰ The authors add that increasing height, density, or both can bump

⁴⁴ Sturtevant (2016), p1; Williams and co-authors (2016), p 6; Ramakrishan, Trekson, and Green (2019), p 3.

⁴⁵ Sturtevant (2016), p 8; Ramakrishan, Trekson, and Green (2019), p 3.

⁴⁶ Sturtevant (2016), pp 8-9.

⁴⁷ Sturtevant (2016), p 9.

⁴⁸ Williams and co-authors (2016), p 6.

⁴⁹ Ramakrishan, Trekson, and Green (2019), p 3.

⁵⁰ Williams and co-authors (2016), p 11.

development into different construction cost categories and may reduce efficiency or attractiveness of development layouts.⁵¹

- **Affordability term of at least 30 years:** Ramkrishan, Trekson, and Green found studies suggesting that most inclusionary zoning programs require an affordability term for units of at least 30 years.⁵² Thaden and Wang found that voluntary inclusionary housing programs they reviewed were less likely to have affordability terms that were life of building or in perpetuity; the average number of years for the affordability term of rental properties was approximately 39 years and 32 years for for-sale properties.⁵³
- **Target incomes in the upper ranges of or exceeding incomes typically served by federal programs:** Ramakrishan, Trekson, and Green found studies suggest that most inclusionary zoning programs “appear to target a population with generally higher income than renters served by federal assisted-housing programs such as public housing, the low-income housing tax credit, or housing choice vouchers.”⁵⁴ Williams and co-authors indicate: “Most policies set income eligibility requirements aimed at households that earn between 60 and 120 percent of the area median income.”⁵⁵ Note that the review associated with this findings included both mandatory and voluntary programs.
- **Project size:** Thaden and Wang found that the average minimum project size for voluntary inclusionary housing programs was smaller than mandatory programs, both in the case of rental and for sale-properties (approximately 7.0 and 7.6 units, respectively); voluntary programs were more likely to have unspecified minimum project sizes. Additionally, “voluntary and mandatory programs did not differ on the average project size for the policy to apply or on the maximum household income served for onsite developments.”⁵⁶
- **Program longevity:** Ramakrishan, Trekson, and Green suggest that inclusionary zoning program effectiveness may be linked to how long a program has been in place.⁵⁷

San Diego’s Affordable Homes Bonus Program provides an example of how adjustments to the structure of an inclusionary housing program increased effectiveness. San Diego adjusted its provisions up from the statewide California Density Bonus Law in terms of allowed bonus units (50% increase versus 35% increase, respectively) and required set-aside of affordable units (15% set-aside of base density versus 11%, respectively), leading to dramatically improved outcomes.⁵⁸

⁵¹ Williams and co-authors (2016), p 15.

⁵² Ramakrishan, Trekson, and Green (2019), p 3.

⁵³ Thaden and Wang (2017), p 53.

⁵⁴ Ramakrishan, Trekson, and Green (2019), p 4.

⁵⁵ Williams and co-authors (2016), p 5.

⁵⁶ Thaden and Wang (2017), p 53.

⁵⁷ Ramakrishan, Trekson, and Green (2019), p 3.

⁵⁸ Colin Parent and Maya Rosas (2020) Good Bargain: An Updated Evaluation of the City of San Diego’s Affordable Homes Bonus Program, Circulate San Diego.

Provide appropriate flexibility of options to meet requirements.

Sturtevant suggests that flexibility in compliance options can support the success of inclusionary housing programs and notes that “a study of programs in the Washington, DC suburbs showed that an in-lieu option made smaller projects more financially feasible under mandatory inclusionary housing requirements.”⁵⁹ Sturtevant cites additional work by Hollingshead that suggests that both on-site unit production and in-lieu fees, including a blended approach, can be part of productive inclusionary housing programs. Factors to consider with these approaches include “the cost of land in the jurisdiction, the ability for the jurisdiction to leverage other resources for affordable housing, the extent of local NIMBYism, the administrative capacity of the local government and the capacity of local non-profit developers.”⁶⁰ The options provided need to align with the local context (e.g., whether there is land available for use of an in-lieu fee) and housing goals (e.g., providing housing near certain amenities, maximizing the number of units).

Williams and co-authors provide additional considerations in allowing various options to meet requirements:⁶¹

- The value of the alternative should be compared to what might be anticipated from an on-site requirement.
- Allowed location of off-site and land donation alternatives influences resulting benefits (e.g., off-site units and land donation near to the original market-rate development might deliver similar amenities for the income-restricted units, but those options provided far from the market-rate development might be less expensive and allow for more income-restricted units).
- Consider where the burden of development and risk is shifted with the alternatives (i.e., determine whether the jurisdiction and/or housing development partners prepared to take on responsibilities to develop housing using the alternatives provided by the market-rate developer).

Thaden and Wang found that on average, voluntary programs had a lower number of contribution options and lower proportions of programs offering various contribution options including on-site units, in-lieu fees, off-site units, land donations, and preserving or rehabilitating housing.⁶²

Peer Jurisdiction Case Studies

To supplement general takeaways from the literature review, Tindale Oliver also interviewed and researched eight local governments in Florida who have implemented a density bonus program for affordable housing (including moderate-income housing). Case study selection focused on counties and cities in the Large County classification whose projects compete with those in Hillsborough County for the 9% LIHTC program; these counties include:

⁵⁹ Sturtevant (2016), p 10; citation reference: Brown (2001).

⁶⁰ Sturtevant (2016), p 10; citation reference: Ann Hollingshead (2015) *When and How Cities Should Implement Inclusionary Housing Policies*, Portland, OR: Cornerstone Partnership.

⁶¹ Williams and co-authors (2016), p 17.

⁶² Thaden and Wang (2017).

- Broward County
- Palm Beach County
- Pinellas County
- The City of Ft. Lauderdale
- The City of Orlando
- The City of St. Petersburg

We also reviewed:

- Miami-Dade County, which typically has its own funding source and does not have to compete with other Large Counties for 9% LIHTC; and
- Manatee County, even though it is considered a Medium County, because of its creative strategies and the fact that they are often marketed by real estate professionals as a sub-market for the City of St. Petersburg and the City of Tampa with easy access to I-75 and I-275.

The following summarizes characteristics and successes from each program, as information was available/confirmed with government staff, followed by a summary of overall takeaways. Note that in addition to the incentives for housing production discussed below, each government is required to offer expedited processing, a process to understand how certain local government actions impact housing costs, and a maintained inventory of locally owned public lands suitable for affordable housing based on SHIP program requirements and other statutory requirements (see Overview of Common & Effective Strategies section of this report); additional details to note on these required strategies are included in the individual write-ups.

Broward County

Policy 2.16.3 of the Broward County Land Use Plan provides an affordable housing density bonus which can be used by local governments regardless of whether the provisions are adopted in their certified local land use elements. The following bonuses apply for housing units provided to serve household incomes up through 120% AMI ("moderate-income" housing):

- Moderate-income: 6 bonus units per every 1 moderate-income unit (120% AMI threshold)
- Low-income: 9 bonus units per every 1 low-income unit (80% AMI threshold)
- Very-Low-income: 19 bonus units per every 1 very-low-income unit (50% AMI threshold)

Total number of bonus affordable and bonus units may not exceed 50% of the maximum number of dwelling units indicated for the parcel by the local land use plan map. However, for "very-low or low-income" units, total number of bonus affordable and bonus market rate units may not exceed 100% of the maximum number of dwelling units indicated for the parcel by the local land use plan map.

Additional characteristics of the program design and administration include:

- Adequate public facilities must be in place by project completion.
- The minimum affordability period is 30 years.

- A deed restriction is used to memorialize the income restriction on the units.
- There are no annual reporting requirements.

Policy 2.16.4 also makes the bonus available to meet requirements for multi-use residential on certain “Commerce” lands; this policy includes an in-lieu fee option.

Other incentives/allowances offered by Broward County to promote affordable housing include:

- Impact fee buy-downs for roads and parks impact fees for very low- and low-income households by the County (administrative approval allowed by code) and a buy-down of school impact fees by the School District (with School Board approval)
- Flexible street requirements (with County Commission approval)

Manatee County

Manatee County offers a density bonus for certain zoning districts, including certain districts in certain Residential FLU categories, as well as Urban Fringe, Residential/Office/Retail, and Mixed-Use FLU categories. Program provisions include the following:

- A 25% minimum set-aside of affordable units is required.
- The bonus amount depends on zoning district; bonus allowances range from 6 to 32 units per gross acre (9 to 36 per net acre).
- Affordability limits align with those of the SHIP program (serving households making incomes up to 120% AMI).

Additional characteristics of the program design and administration include:

- A rezoning is required to indicate that an affordable housing density bonus has been approved on the site (an “H” is added to the zoning district category name); this rezoning process aimed to save time, save money, and provide more clarity in the process when compared to the typical PD process that many developments use in the County. For example, both the PD and rezoning go to a Board of County Commissioners hearing, but for rezoning it is more straightforward since the engineering-level analysis occurs after the hearing.
- Approval of the bonus includes considerations for impact on the transportation Level of Service and development compatibility with surrounding areas (certain requirements to meet are included in the Land Development Code).
- Income restrictions for affordable units are memorialized through a Land Use Restriction Agreement (LURA) for the life of the property.
- There are annual reporting requirements.

Other incentives provided by the County include:

- Impact fee and facility investment fee incentives up to \$500,000 through Livable Manatee program adopted in 2017, requiring a 25% set-aside of affordable units at 120% AMI and below (with varying requirements for rental and for-purchase units)
- Tax increment financing (TIF) funding for utility-related development fees

- Expedited review provided through a Housing Rapid Response Team
- Expedited processing for Certificate of Level of Service Extension Request
- Eligibility to apply for Tree Protection Trust Fund monies to meet landscaping requirements
- Transfer of Development Rights to an eligible affordable housing development
- Site design and parking requirement flexibility up to 30% of a change in select numerical requirements

These incentives are administratively approved, except for the transfer of development rights, modifications to non-dimensional site requirements, and modifications to site requirements previously denied by staff or referred to the Board of County Commissioners by staff.

The County has had particular success with its Livable Manatee program, noting a marked increase in interest in the development of affordable housing. The County has subsidized 1,000 units overall. The County has discussed additional strategies or updates related to accessory dwelling units, use of TIF dollars for down payment assistance in areas of low homeownership, parking ratios, and use of a community land trust.

Miami-Dade County

Miami-Dade County has a Workforce Housing Development Program that offers a density bonus in the unincorporated county, open not just to workforce housing developments but affordable housing as well (note there is a workforce housing mandate in the Core and Center sub-districts of Urban Center districts). The workforce income range is defined as 60% AMI to 140% AMI with the following bonus provisions:

For 20 or more units:

- The set-aside ranges from 5% to 10% with associated density bonus ranging from 5% to 25%.
- At least 50% of units shall serve households with incomes ranging up to 110% AMI
- Development targeting all remaining workforce units to incomes between 60% and 79% AMI receive an additional 4% density bonus provided the bonus does not exceed 25%.

For less than 20 units: requirements can be met through an alternative to on-site construction or setting aside 100% of units as workforce units.

Additional characteristics of the program design and administration include:

- Approval is completed through administrative site plan review, except for single-family homes, duplexes, or triplexes. The zoning staff reviews architectural plans and provides a letter with conditions for approval (e.g., payment of in-lieu fee, declaration of restriction); then the application with the letter goes to permitting. Some applicants complete this process for platting where lot reductions are allowed.
- Certain design parameters specific to site development are noted in Article XIIA on the Workforce Housing Development Program.

- The minimum affordability period is 20 years.
- Income-restricted units are memorialized through a declaration of restrictive covenants, which also lays out the monitoring agreement over the 20-year affordability period (handled through the Housing and Development Services Department). A recent agreement with the County laid out the following requirements for annual occupancy reports:

The Owner shall, on an annual basis, furnish PHCD [Miami-Dade Public Housing and Community Development] with an occupancy report, which provides the following information:

- A) A list of all occupied apartments, indicating composition of each resident family, as of the end date of the reporting period.*
 - B) A list of all vacant apartments, as of the end date of the reporting period.*
 - C) The total number of vacancies that occurred during the reporting period.*
 - D) The total number of units that were re-rented during the reporting period, stating family size and income.*
 - E) The Owner shall upon written request of PHCD allow representatives of PHCD to review and copy any and all of the tenant files, including but not limited to executed leases and tenant income information.*
- Other options allowed to fulfill requirements include off-site construction of units, an in-lieu payment, rehabilitation of workforce units, land conveyance, and a combination of off-site units and in-lieu fee payment. Based on 2020/2021 affordable housing development reviews, as of May 31, 2021 the payment in lieu total is \$4,065,541.65

Other incentives confirmed as provided by the County include:

- Impact fee incentives: 100% exemption from road impact fees for affordable units serving households with incomes at 80% AMI and below
- Affordable Housing Trust Fund money (funding sources include in-lieu fees from Workforce Housing Density Bonus Program)
- Accessory unit allowance in Urban Center zoning districts
- Parking reduction allowances through the code for Urban Center Districts
- Flexible lot configurations and design

These incentives are administratively approved, with the exception of affordable housing trust fund monies awarded with County Commission approval. The County also has an exceptional expedited review timeframe of seven days for the plan review process; the permitting process is also expedited.

[Palm Beach County](#)

The County has a Workforce Housing Program (WHP) for units serving households with incomes up to 120% AMI and which includes an inclusionary housing mandate, as well as a voluntary

component for additional incentives. The County also has an Affordable Housing Program (AHP) serving households with incomes up to 60% AMI. Details for each are provided below.

The WHP, created in 2006, applies to all new development in the Urban/Suburban growth management “tiers” (distinct from FLU categories) with a residential component of 10 or more units; it mandates a certain amount of workforce units and incentivizes additional provision of workforce units. There are some exemptions/alternative standards for certain areas. Bonus provisions include the following:

- For-sale WHP units target incomes below 60% AMI and up to 120% AMI; rental units target incomes below 60% AMI up to 140% AMI. Required units are intended to be distributed equally among required income categories.
- The “Limited” incentive option offers a bonus up to 50% of permitted density; the required workforce unit set-aside is 2.5% of standard density, 8% of maximum density, and 17% of the WHP bonus (standard and maximum densities are identified in the Comprehensive Plan). Half of the units shall be provided in the low-income category (60-80% AMI) and half in the moderate income 1 category (80-100% AMI).
- The “Full” incentive option offers a bonus between 50% and 100% of permitted density; the required workforce unit set-aside is 4.375% of standard density, 14% maximum density, and 29.75% of WHP density bonus. Units shall be priced in all applicable income categories by for-sale and rental types, based on a breakdown of the range noted above.

Adjustments made to the program in 2010 and 2019 responded to market conditions: scaling back workforce unit requirements when the market was down and scaling them back up when market was up.

Additional characteristics of the program design and administration include:

- Bonuses up to and including 50% require administrative review; bonuses between 50 and 100% require conditional use approval.
- The criteria to determine a WHP bonus of 50-100% (full incentive option) include:
 - Extent development furthers County objectives of providing workforce units and single-family and for-sale workforce units.
 - Proximity to employment centers.
 - Concentration of households with WHP incomes in the location where WHP units will be provided.
 - Impact of proposed bonus in terms of number of units proposed and compatibility with adjacent area.
- The required affordability period is 15 years for for-sale units and 30-years for rental units.
- The income restrictions on workforce units are memorialized through a restrictive covenant.
- Annual reporting is required. On for-sale units, the County checks if the owner is still in the unit. If the unit is sold before the 15-year affordability period, the income restriction is

regulated through the covenant during the sale. The subsidy would be paid back if income thresholds were exceeded.

- Other methods for fulfilling requirements include off-site unit provision (including new exchange option for another developer to build off-site), donation of land, and payment of an in-lieu fee.

Between 2006 and 2020, the WHP resulted in an obligation of more than 2,500 workforce units. Approximately 60% of this obligation will be met through rental units, 25% through for-sale, and 14% through in-lieu fees. Through January 2021, 86 WHP units have been purchased and 20 units are under contract. Approximately 23 out of 85 developments subject to WHP requirements fulfilled these requirements through in-lieu fees, resulting in the collected of approximately \$14 million.

The AHP applies to developments of 10 or more units in the Urban/Suburban designated areas, with varied bonus allowances by residential FLU category. Bonus provisions include the following:

- The required set-aside is 65% of total number of dwelling units serving households with incomes at 60% AMI or below; a maximum of 20% of all units serve incomes at 30% AMI and below. All units must be provided on site.
- The bonus amount is determined by the FLU category and percentage of very low- and low-income housing in the area where the development will occur.
- A bonus multiplier may also be added based on proximity to the following elements to achieve a density bonus of up to 100%:
 - Public transit
 - Employment and shopping opportunities
 - Public schools
 - Medical facilities
 - Social services (e.g., day care, community center, library)
 - Off-site public recreation facilities

Additional characteristics of the program design and administration include:

- Bonuses up to and including 50% require administrative review; bonuses between 50 and 100% require conditional use approval.
- AHP bonuses over 30% in Planned Development Districts or Traditional Development Districts require conditional use approval.
- The required affordability period is 15 years for for-sale units and 30-years for rental units.
- Income restrictions on affordable units are memorialized through a restrictive covenant.
- Annual reporting is required.

Additional incentives offered by the County:

- Community Land Trust of Palm Beach County
- Transfer of Development Rights bank for units in the workforce housing income bracket

- Impact fee incentives: 100 percent buy-down of the road, public buildings, and parks impact fees for very low-, low-, and moderate-income households (up to 140 percent of the area median income, adjusted for family size).
- Incentives for full WHP bonus option and AHP related to traffic mitigation and provisional traffic concurrency approval, site development flexibility, and expedited review

Two developments in the Community Land Trust of Palm Beach County have used the density bonus.

Pinellas County

Pinellas County has a density bonus available in certain zoning districts (generally in residential districts, certain office and commercial districts, the Industrial Planned Development district, and the Mixed-Use district). Density bonus provisions include:

- A maximum bonus of 50% is allowed.
- Eligible rental projects must have 20% of the total units at/below 60% AMI.
- Eligible ownership projects must have 20% of the total units at/below 80% AMI.
- Affordable housing development may be permitted at densities up to 10 units per acre (UPA) in the Commercial Neighborhood land use category and up to 15 UPA in the Residential/Office/Retail, Residential/Office General, and Commercial General categories.
- Additional density limits apply to permitted mobile home developments in the Community Redevelopment Area (Future Land Use Element Policy 1.2.12)

Additional characteristics of the program design and administration include:

- Administrative or public hearing approval depends on the zoning district where the bonus is sought. Generally, Board of Adjustments and Appeals hearing required in single family zoning districts, low intensity commercial zoning, and industrial planned development zoning. Once form-based code for Downtown Palm Harbor is adopted, AHD approvals there will be administrative only.
- Criteria used for review of density bonus approval include the following:
 - Transportation mode other than privately owned vehicle within walking distance
 - Proximity to neighborhood services such as a grocery store, pharmacy, or bank
 - Proximity to places of employment
 - Compatibility with surrounding development pattern
 - Adequate infrastructure
 - Location outside the coastal storm area
- The minimum affordability period is 15 years.
- The income restrictions on affordable units are memorialized through a LURA.
- Annual reporting on affordability is required and processed by the Community Development staff

The bonus program has produced 150 affordable units (current code provisions for affordable housing development incentives, including density bonuses, were adopted in 2018). Note that the County is also considering undertaking an evaluation of and update to the program.

Additional affordable housing incentives offered by the County include those listed below. Typically, more than one incentive is needed for an affordable housing development; parking is a common request.

- Review fee relief
- Reduced parking requirements
- Zero lot line
- Street design modifications
- Donation of publicly owned land (The County puts land into a land trust in perpetuity.)
- Assistance to identify qualified buyers/renters
- Allowing for housing in commercial zones
- Local funding for affordable housing through the Penny for Pinellas sales tax (see Overview of Common & Effective Strategies section)

The City of Ft. Lauderdale

The City of Ft. Lauderdale is currently considering updates to its affordable housing incentive policies, including incentives available by specific zoning districts/FLU categories:

- Height bonuses allowed in Northwest and South Regional Activity Centers
- Density bonus allowed in Commercial FLU category and in the Uptown Urban Village zoning districts through use of flex units

The following provide an overview of provisions, including potential adjustments presented to the Planning and Zoning Board in May 2021:

- Northwest and South Regional Activity Center Height bonuses: 10% set-aside requirement (5% at 60% MFI and 5% at 80% MFI); bonus ranges from an additional 20 ft (44%) or 40 ft (36%) of height depending on area.
- Commercial FLU areas: bonus of 2 market-rate units per affordable housing unit, not exceeding 30% above the underlying permitted density. Staff noted that this allowance was kept low to remain at a more manageable scale since this incentive applies in areas with lower surrounding residential density.
- Uptown Urban Village: increase in density based on formula and affordable income category:
 - 1 affordable housing unit at 80% MFI for 4 market-rate units
 - 1 affordable housing unit at 100% MFI for 2 market rate units.
 - The density shall not exceed 100 UPA (base is 50 UPA). Density bonus is currently completed in this area through application of units from flex unit pool.

Staff noted that the higher incentives allowing a doubling of density resulted from a desire to focus added density in the Uptown Urban Village area.

Additional characteristics of the program design and administration include:

- Height bonuses in Northwest and South Regional Activity Centers: the current approval process requirement is administrative review with City Commission approval; the latest proposed adjustments include changing to a process where City Commission can "call up" projects for review based on the administrative report. The City Commission would have 30 days to call up a project or it is automatically approved. Staff estimates 2 to 3 months savings on the project timeline with this approach.
- Flex unit allocations for affordable housing in areas with a residential land use designation are completed through an administrative site plan review.
- The typical affordability period required for income-restricted units is 30 years to match County standards, with a proposal to modify the Uptown Urban Village requirements to 30 years, up from 15 years.
- An affordable housing agreement and deed restriction memorializes income-restricted units.

Additional incentives available to/offered by the City include the following, with a note on where policies indicate administrative approval:

- Bonus incentives in the Broward County Land Use Plan (see Broward County above)
- Reduced parking requirements for affordable housing, including a site plan level approval for a parking reduction for affordable housing on top of the existing requirement of only 1 parking space per affordable unit citywide. (administrative)
- Development fee reduction/waiver (administrative)
- Affordable Housing Trust Fund

The City is also looking at a Transfer of Obligations provision, where two developers would agree to one taking over the obligation for the affordable housing contribution from the other. Staff also noted the issue of identifying consistent funding sources for financial incentives that are less competitive than LIHTC.

[The City of Orlando](#)

The City has two different ways to get a density bonus for affordable housing:

- Bonus #1: Targets mixed-used projects, where allowed uses include multi-family residential development and affordable multi-family housing as distinct uses. The bonus is permitted in certain office, residential, mixed residential-office, mixed-use, and activity center zoning districts.
- Bonus #2: Targets the provision of low- and very low- housing and applies in certain residential, office, and activity center districts.

Bonus provisions include:

- An administrative process to certify developments as affordable housing developments, establishing eligibility for affordable housing incentives, SHIP funds, and HOME funds.

This certification requires that a minimum of 20% of units shall serve very low, low, and/or moderate income (moderate defined as 120% AMI or below) households; other components of the project are reviewed, with particular emphasis on whether the developer has experience with affordable housing and whether the overall project is financially feasible. The 20% set-aside is not defined but the City works with developers to try to diversify the units and type of units (an economic diversity is one component that is considered in the process to avoid clustering affordable units, but this component may be waived for projects serving populations with particular needs, such as developments for older adults, or based on a market study). The majority of the projects use HOME/SHIP funding or are part of the LIHTC program, so the subsidy typically defines unit AMI levels along with affordability period and monitoring compliance.

- Bonus #1: The maximum allowable bonus depends on the zoning district; allowances range from 9 to 200 UPA. A development must have space for at least two uses listed in the LDC provisions, one of which must be at least 10% of the building area. With certified affordable multi-family units listed as one of the potential uses, this 10% threshold establishes the minimum required amount of affordable housing needed to meet the bonus if certified affordable housing is one of the uses chosen.
- Bonus #2: The maximum density bonus depends on the zoning district; allowances range from 3 UPA to 15 UPA (with FAR bonuses for non-residential uses). Developers pay 2% of total construction costs to the City's Low and Very-Low Income Housing Trust Fund to receive the bonus. The developer may also build units on-site with Planning Official approval; affordable units provided must equal the number of bonus units.

Additional characteristics of the program design and administration include:

- Review criteria for affordable housing certification in addition to set-aside requirements include:
 - Adequate public facilities
 - Financial viability
 - Site design components (e.g., building orientation and transparency, pedestrian access, garages and carports, etc.)
 - Compatibility with surroundings
 - Other issues identified by staff
- Review criteria for Bonus #1 include:
 - Adequate public goods/services to serve the development
 - At least two uses as specified in the LDC (one of which may be certified affordable multi-family housing)
 - Compatibility of density, intensity, height, and bulk with surroundings
 - Consistency with applicable design regulations
- The approval review for Bonus #2 includes a Neighborhood Compatibility Review related to site design and traffic impact elements.

- Regarding affordability periods, the certification process is generally tied to use of an affordable housing subsidy, in which case the development would meet the affordability period of the related subsidy.
- Income restrictions on affordable units are typically completed through the administrative certification letter; the covenant, land use restriction, etc. usually occurs through the requirements of the subsidy funds used by the development.
- Monitoring occurs via the requirements of subsidy programs a development uses.
- Requirements for Bonus #2 are fulfilled through an in-lieu fee payment, yet there is an option to provide units on-site with Planning Official approval.

Prior to 2018, affordable housing developments were not using Bonus #1 because projects were required to be mixed use, and multi-family housing and certified affordable multi-family housing were not two distinct allowable uses. The allowance of both uses now enables a project to be fully residential and still use the bonus, with the intent to avoid concentrating low-income households. Two developments have sought use of Bonus #1 since adjustments to the bonus made in 2018; they both have been approved but not yet constructed. One is currently in litigation.

Provisions may be re-evaluated since projects that are 100% affordable are not eligible for Bonus #1. City staff are also currently evaluating how to adjust the process so as not to exclude affordable housing that does not rely on a subsidy (to accommodate non-profits such as Habitat for Humanity that provide affordable housing as their mission and have a good track record of delivering housing).

Additional incentives offered by the City include the following; the method for approving the incentives (administrative versus public hearing) is noted, and some incentives may be subject to additional requirements:

- Impact fee grants, discounts, and waivers (reviewed and approved administratively for the affordable housing component of a project, yet it is possible that in certain cases a project would need to go through formal review and hearings)
- Expedited permitting through a permitting expeditor staff person who sees an application all the way through the process (administratively completed)
- Alternative development standards (this incentive is for projects with 10 or more units, so will most likely go through a formal hearing process)
- 5% parking reduction (administratively approved, yet it is possible that in certain cases a project would still need to go through formal review and hearings)

[The City of St. Petersburg](#)

The City of St. Petersburg allows a density bonus in certain neighborhood residential, corridor residential, corridor commercial, institutional center, and retail center zoning districts. The maximum allowed density bonus units vary by zoning district, ranging from 6 to 15 additional units. For each multiple of six workforce housing bonus density dwelling units approved:

- (1) The first unit shall be offered at 80 percent AMI or below.

- (2) The second and third units shall be offered at 120 percent AMI or below.
- (3) The fourth unit shall be offered at 80 percent AMI or below.
- (4) The fifth unit shall be offered at 80 percent AMI or below.
- (5) The sixth unit shall be offered at 120 percent AMI or below.

A variance process via the Development Review Commission applies for a development with a group of units that does not make a multiple of six.

Additional characteristics of the program design and administration include:

- Approval occurs through administrative review unless the application does not comply with all submittal requirements; in that case, application goes to a Development Review Commission hearing.
- The minimum required affordability period is 30 years.
- A LURA is used to memorialize income restrictions on affordable units.
- Annual reporting to the Housing & Community Development Department is required. If the development is already required to annually report to the City due to other affordable housing programs/funding (e.g., SHIP, HOME, Trust Fund, etc.), it is not required to do additional reporting under the density bonus program. The City collects a tenant agreement for each new tenant prior to occupancy to ensure compliance; the City does not have a standard form for annual reporting but may develop one in the future to standardize the reports. A recent workforce housing bonus density/intensity agreement included the following provisions related to monitoring:
 - A. *The Developer of for-sale Workforce Units shall provide the City annually with a progress and monitoring report ("Report") regarding the delivery of Workforce Units throughout the period of construction and occupancy. The Report shall, at a minimum, provide all information reasonably required to insure [sic] compliance with this Agreement and Article V, as it may be amended from time to time. The Report shall be filed with the City on or before June 1 of the first year after the Effective Date and on June 1 of each successive year, for the prior calendar year. Failure to submit the Report to the City on or before June 15 shall be a material default of this Agreement. Once the Developer of for-sale, owner occupied units has conveyed all Workforce Units constructed pursuant to this Agreement to eligible buyers, in accordance with this Agreement and Article V, the Developer shall provide the City with a final Report and after review and approval by the City, shall cease to be required to provide annual Reports and shall be relieved off all further duties regarding the Workforce Units, including but not limited to eligibility of owners.*
 - B. *The Developer of for-rent Workforce Units shall provide the City with a Report regarding the delivery of Workforce Units throughout the period of construction and occupancy. The Report shall, at a minimum, provide all information reasonably required to insure [sic] compliance with this Agreement and Article V, as it may be amended from time to time, including but not limited to identifying which units are the Workforce Units, the monthly rent for each Workforce Unit, the monthly income*

for tenants of the Workforce Units, and vacancy information for each month for the prior calendar year period. The Report shall be filed with the City on or before June 1 of the first year after the Effective Date and on June 1 of each successive year. Failure to submit the Report to the City on or before June 15 shall be a material default of this Agreement.

- There is a payment in-lieu option to fulfill requirements.

Staff is evaluating and considering some adjustments to the program to encourage use and achieve better outcomes. In 2018, the City removed a prior public hearing requirement for developments adding over 12 bonus units to encourage program use. The following year, the City increased the number of allowed bonus units by zoning district. Staff is currently developing a strategy to increase the amount of in-lieu fee payment required since not much funding has been collected.

Additional incentives offered by the City include the following with notes on approval process:

- Foreclosure disposition program to acquire vacant property through foreclosure and construct affordable single-family residences; lots are placed into the program by public hearing, but the developers are awarded administratively by a review committee.
- Neighborhood Stabilization Program for single-family lot disposition for construction of affordable single-family residences; the remaining NSP lots are anticipated to be added to the Lot Disposition program by public hearing sometime in 2022.
- Penny for Pinellas funding (awarded by Council Resolution)
- Reduced/eliminated development review and multimodal fees (administratively approved)
- Expedited review with 10-day initial permit review process (administratively completed)
- Reimbursement for sidewalk construction up to \$4,000 per affordable single-family housing development (administratively approved with the South St Petersburg Community Redevelopment Agency)
- Reduced multi-family parking requirements (administratively approved for site plans with fewer than 60 units)
- Reduced lot size for accessory units (administratively approved)
- Reduced design requirements for construction of single-family residences in the Neighborhood Traditional zoning districts (administratively approved)
- New zoning category to allow up to 4 units on standard lots along major corridors; a change to the zoning map is in process.

Overall Takeaways

- Income limits for affordable units range up to the moderate-income level (up to 120% and 140% AMI) in six out of eight cases reviewed (Broward County, Palm Beach County, City of Orlando, City of St. Petersburg, Miami-Dade County, and Manatee County), with one case of the eight unconfirmed in terms of limits for all of its available bonuses.

- Five out of eight of the cases (Pinellas County, Manatee County, City of St. Petersburg, City of Ft. Lauderdale, and City of Orlando) target bonus allowances by zoning district and/or future land use category; Palm Beach County targets its bonuses to a specific growth management “tier” that indicates urban/suburban development areas.
- Approval methods range from those requiring public hearings to administrative review, including models where a mix of administrative and public hearing approvals are used, depending on certain factors (e.g., zoning district where the development is located, amount of density bonus sought).
- Jurisdictions have a range of practices in terms of number and type of criteria used to award the bonus; some of these factors may also be regulated by zoning requirements for those jurisdictions targeting bonuses by zoning district. Criteria noted explicitly in relation to bonus programs include:
 - Proximity to transportation access for modes other than privately owned vehicles
 - Proximity to neighborhood services
 - Proximity to employment
 - Proximity to schools and recreation facilities
 - Adequate infrastructure, impact on transportation
 - Located outside vulnerable coastal storm areas
 - Concentration of income restricted units in the area
 - Site design
 - Mixed use provisions
 - Financial viability of the development
- Required affordability periods range from 15 years to perpetuity or depend on affordability requirements of affordable housing subsidies programs used. Three of the eight cases (Broward County, City of Ft. Lauderdale, and City of St. Petersburg) used or planned to use a 30-year affordability period generally, and Palm Beach County has a 30-year affordability period only for rental units (with a 15-year affordability period for for-sale units).
- Methods to memorialize income restrictions on units include Land Use Restriction Agreements (LURA), deed restrictions, restrictive covenants or a declaration of restrictive covenants, and an administrative letter tied to other memorialization requirements of subsidy programs used with the development.
- Six jurisdictions out of the eight (Palm Beach County, Pinellas County, City of Orlando, City of St. Petersburg, Miami-Dade County, and Manatee County) indicated that they had regular reporting requirements, with practices from one of the eight cases unconfirmed. Some cases allow for or rely on reporting for subsidy programs for developments to fulfill requirements.
- Five of the eight cases (Broward County, Palm Beach County, Miami-Dade County, City of St. Petersburg, and City of Orlando) indicated that they offer alternative methods to provision of on-site subsidized units to meet program requirements for at least one of their bonus program options; practices for two of the eight cases were unconfirmed. These alternatives typically include an in-lieu fee payment, but other alternatives include

off-site unit provision, (including exchanging the obligation to build units with another developer), donation of land, and rehabilitation of affordable units.

- All of the jurisdictions use their density bonus programs in conjunction with other incentive strategies. Common incentives include impact/development fee waivers or reductions, parking reduction allowances, and site design flexibility including flexibility in unit size, lot size, setbacks, and the allowance of accessory dwelling units. Other incentives include:
 - Flexible street design
 - Flexibility in where affordable housing can locate in terms of zoning district
 - Land donation
 - Transfer of development rights programs to promote affordable units
 - Additional general local funding support for affordable housing
 - An incentive related to traffic mitigation requirements
 - Reservation of infrastructure capacity
 - Incentive related to meeting landscaping requirements
 - Financing assistance
 - Use of Community Land Trust to lessen land costs
 - Assistance with identifying sellers and buyers of affordable units
- Regarding jurisdictions that provide approaches to make expedited permitting particularly effective Miami-Dade County targets a seven-day review timeframe. The City of Orlando has a housing development expeditor and Manatee County has a Housing Rapid Response Team to guide affordable housing development applications through the review process quickly.
- The City of Orlando, Pinellas County, and Palm Beach County (with regards to the workforce program) reported some degree of use of their respective density bonus programs; overall outcomes for two of the eight cases over the life of their programs were unconfirmed, and other cases reported not much use of their bonus programs. Many cases adjusted their programs to increase program use, including removing or increasing flexibility in public hearing requirements, adjusting requirements according to market conditions, adjusting criteria, and increasing bonus incentives relative to the requirements.
- Two of the cases include mandatory components to their moderate-income programs: the mandatory component of Palm Beach County's Workforce Housing Program and Miami-Dade's workforce mandate in the Core and Center sub-districts of Urban Center districts. Miami-Dade staff noted that a density bonus was less effective in areas where the density allowances are already very high (100 units per acre, for instance).

Targeting Locations

As noted earlier in this section, strategies to increase housing options can be tailored to specific contexts, even within one jurisdiction. Several factors that can be reviewed to understand where strategies may be more or less effective include the following:

New Development Versus Redevelopment Focus

A first step in assessing locations for housing strategies is to look at whether there is vacant infill land or “greenfield” opportunities for development in a community. These sites may be easier to develop, depending on other characteristics such as parcel size, availability of utilities, and zoning allowances, and may develop faster than redevelopment sites. If a community does not have much vacant or greenfield land left, it will primarily be in a redevelopment mode. Redevelopment without added density can provide updated stock but adding housing stock beyond the existing units requires additional density to be built (which may or may not require increases in density allowances or other adjustments to the land development regulations on topics such as buffering, landscaping, minimum lot size, open space per unit, and/or parking). The nature of the existing development can indicate what sort of additional density might be appropriate. For example, approaches focusing on infill in a predominantly single-family neighborhood might focus on allowing and incentivizing accessory dwelling units or cottage courts, while larger multi-family developments might be promoted in more urbanized areas that already see relatively higher densities. Considerations for appropriate density in conjunction with well-designed housing provides an opportunity to allow and increase “missing middle housing” units, referring to housing unit types aside from single-family detached homes or large multi-family high-rises. Examples include duplexes, cottage courts, town houses, stacked triplexes, live/work units, and more. Communities often lack these missing middle housing types and may not even allow them in their regulations.

Parcel Sizes for Development/Redevelopment in Conjunction with Site Development Requirements

An inventory of potential development and redevelopment sites to target housing strategies should include parcel size. Parcel size may create some limitations on development types, depending on other site development factors such as allowed density, parking requirements, and stormwater needs. However, strategies can still be tailored to smaller low-density infill sites, as noted above.

Land Values

As with many developments, land costs can be a prohibitive factor in making the economics work for a housing development, particularly if units are intended to be kept at lower costs for better affordability. The most common method local governments employ is selling (often at a discount) or donating surplus land for affordable housing projects, as described earlier in the Overview of Common and Effective Strategies. Another option is to identify sites where land may already be affordable enough to allow for more housing options at lower price points, being mindful of any site characteristics that might be detrimental to the housing development and which may have contributed to the lower value in the first place (e.g., located close to a highway or other localized pollution source, far away from and/or lacking access to employment centers, etc.). A local government can also use the community land trust model discussed in the prior section to remove land costs from the overall costs of the development and review density allowances to see if additional density is appropriate to aid in offsetting development costs. Additionally, the value of land can be compared to the value of structures on a property, as well as the structures’

age, to begin to identify properties where redevelopment may be more likely through the private market and where it can be further explored as an option to determine if redevelopment could provide beneficial outcomes for the property owner, community, and developer. Older structures that have not been majorly renovated and properties where the value of the land exceeds the value of the structure may be locations where redevelopment could be beneficial and help meet housing needs.

Existing Land Use and Zoning Regulations

Areas where housing is already allowed as a use can serve as initial areas of focus, since they do not require amendments to the future land use and zoning maps, saving affordable housing developers considerable time and expense. However, the local government may want to evaluate the regulations for unnecessary site design considerations, such as requiring buffering between residential units or only permitting one principal structure per lot. If communities identify areas where housing in general or certain housing options might be beneficial but are not already allowed, a government can look at the option to allow these uses. Note that HB 1339 (2020) provided for additional land use flexibility at the local level related to affordable housing in allowing counties and municipalities to approve affordable housing projects on any parcel zoned for residential, commercial, or industrial use, *notwithstanding any other zoning or land use laws*.

Vulnerable Areas and Environmental Hazard Proximity

Environmental justice advocates and initiatives have worked to reverse the disproportionate environmental hazard impacts typically experienced by marginalized communities, such as low-income communities and communities of color. In this vein, housing, particularly for residences geared towards low-income households, individuals with special needs and abilities, and/or other groups that tend to be marginalized, should be located away from environmentally vulnerable or hazardous areas. Examples of these areas include coastal high hazard areas and areas of special flood hazard (A and V zones). They also include areas where localized pollution may be a heightened issue, such as those near industrial activities that manage pollution emissions, and highways that may have concentrated localized air pollution from vehicles.

Access to Essential Needs

Households in general benefit from proximity and easy access to essential needs and services, such as employment areas, transportation options such as transit, medical services, and healthy food options. Additionally, some groups and individuals, such as individuals with lower incomes, may particularly lack access to these essentials, due to physical distance, lack of street and sidewalk connectivity, financial constraints, or other barriers; the locational assessment can thus employ housing strategies to promote equitable access across the community.

Integration of Formally Designated Affordable Housing and Market-Rate Housing

Efforts should avoid concentrating affordable housing in one area. This factor can be accounted for by looking at the incomes predominating in the locations where designated affordable housing is being targeted. It can also be accounted for in looking at how other locational criteria combined might restrict affordable housing to a limited number of areas, potentially overly concentrating housing.

Conclusion - Telling the Story

This paper provided a high-level overview of considerations for developing a local strategy to achieve more housing options. It illustrated how federal and state housing programs have been critical to addressing housing needs, as well as the shortcomings of these programs. This discussion provided a basis to highlight solutions employed by local governments to meet requirements of and optimize outcomes from these federal and state programs, as well as provide additional strategies to supplement these programs.

Many strategies have been tested in Florida, including regulatory allowances and incentives; development process assistance; regulatory mandates; and local funding sources, cost controls, and other resource support. Communities are packaging these strategies to achieve positive housing outcomes, with several even implementing mandates and/or local funding to try to achieve more robust or immediate outcomes on top of allowances and incentives. Several jurisdictions have embraced flexibility in their approach to adapt solutions to specific contexts and needs. These contextual considerations can include considerations for specific sub-areas of a jurisdiction to guide where housing strategies may be best targeted.

Many of these takeaways also hold for the application of density bonuses more specifically, as well as ensuring that these bonuses are structured and administered appropriately to be most effective in the local context; local governments we researched and interviewed have undertaken processes of crafting and adjusting density bonus programs to try to achieve better effectiveness and appropriate flexibility in their respective contexts.

Lastly, while this paper focused on technical aspects of housing analysis and solutions, a critical component of any successful program is to obtain buy-in from community members, elected officials, and other stakeholders to ensure adoption and implementation of these measures. Community outreach and engagement is key, but it is also a matter of how these efforts are strategically framed and carried out. Communications may see more success in emphasizing a collective stake in addressing housing issues, showing how an entire community can benefit. These efforts can also illustrate and provide data on the efficacy of solutions, navigating away from typical narratives that may not accurately represent the situation and undermine the pursuit of solutions.⁶³ Strategies may also include actual storytelling structure and elements.⁶⁴ With this storytelling in hand, backed by thorough analysis and effective solutions, communities are better set up for success in realizing a better future for housing.

⁶³ For a discussion on these techniques to build public and political will for issues such as housing affordability, see: Tiffany Manual (2020) *Strategic CaseMaking: The Field Guide for Building Public and Political Will*, The CaseMade Press, Orlando, FL.

⁶⁴ For more on storytelling components for effective presentations, see: Nany Duarte (2010) *Resonate: Present Visual Stories that Transform Audiences*, John Wiley & Sons: Hoboken, NJ.

4.0 Market Trends Study

Introduction

This report has been prepared for the Hillsborough County-City-County Planning Commission to aid in the development of affordable housing policy. Specifically, this report assesses the demand for additional affordable housing in Hillsborough County through the examination of population and housing trends, cost burden, and affordable housing availability. This data is used to understand which income ranges, referred to using Area Median Income (AMI) percentages, are the most in need of assistance in the county.

Definitions and Criteria

These terms and concepts are useful for understanding the report (Source: Shimberg Center for Housing Studies):

- **Tenure:** A household's owner or renter status.
- **Cost Burden:** Housing is usually considered to be affordable if it costs no more than 30 percent of a household's income, adjusted for household size. Households spending more than this amount are referred to as "cost-burdened." Households that spend more than 50% of its income are considered "extremely cost-burdened".
- **Area Median Income (AMI):** AMI is calculated using American Community Survey data for metropolitan statistical areas and non-metropolitan counties. One-half of the incomes in the area are above the median amount and one-half are below. Household income can be measured as a percentage of area median income (AMI). The federal Department of Housing and Urban Development (HUD) annually publishes [income and rent limits](#) corresponding to the percentages of AMI to determine eligibility for its affordable housing programs. These are adjusted by household size. Many local governments in turn use the HUD limits to determine eligibility for their affordable housing programs.
- AMI ranges are also referenced as extremely low income (30% of AMI and below), very low income (31-50%), low income (60-80%), moderate income (80-120%) and high income (greater than 120% of AMI). AMI is calculated at the Metropolitan Statistical Area (MSA) level each year. Hillsborough County is a part of the Tampa-St. Petersburg-Clearwater MSA. In 2021, the Tampa-St. Petersburg-Clearwater MSA's AMI for a household of four is \$72,700 according to Florida Housing Finance Corporation (FHFC) and the United States Department of Housing and Urban Development (HUD). See Table 4-1 for full 2021 AMI limits for this MSA.

Table 4-1: FY 2021 Income Limits Summary







Household	1 person	2 people	3 people	4 people
30% AMI	\$15,550	\$17,750	\$21,960	\$26,500
50% AMI	\$25,850	\$29,550	\$33,250	\$36,900
60% AMI	\$31,020	\$35,460	\$39,900	\$44,280
80% AMI	\$41,350	\$47,250	\$53,150	\$59,050
100% AMI	\$51,700	\$59,100	\$66,500	\$73,800
120% AMI	\$62,040	\$70,920	\$79,800	\$88,560

Source: [HUD](#)

Context

Certain stigmas have been attached to affordable housing and its residents in the past, particularly urban renewal projects built in the 1950's and 1960's like Chicago's Cabrini Green. It is important to keep in mind that since the mid 1980's, most subsidized affordable housing has been provided by the private market, looks like market-rate housing, and is home to those who during the COVID-19 pandemic policy-makers called "[essential workers](#)." Jobs in day-care, agriculture, the service industry, utilities, education, EMS, etc. all play vital roles in the economy but often do not offer wages high enough to pay for a household's daily needs. Using the AMI figures in the previous table, as well as salary data from Hillsborough County, some local context is provided to illustrate not only how pervasive the need for affordable housing is, but also identify and humanize those who would benefit from its creation. Looking at starting salaries and single-person household AMI and assuming the person has no other income or assets, all the government occupations in Table 4-2 would be eligible for affordable housing, both traditionally low-income (>80% of AMI) and moderate ("workforce") income housing (80-120% of AMI).

Table 4-2: Government Occupation Salaries

Career	Starting Salary	Percent of AMI (1-person household)
Firefighter 	\$50,169.60	97%
Law Enforcement Officer 	\$40,741.00	79%
Nurse 	\$57,366.40	111%
Teacher 	\$46,900.00	91%
Child Care Specialist 	\$27,830.00	54%
Planner I 	\$35,838.40	69%

Source: Hillsborough County BOCC & Hillsborough County School District Salary Schedules

Additionally, the top three most common industries in Hillsborough County have the following median annual earnings according to 2019 American Community Survey (ACS) data:

1. Educational services, health care, and social assistance: \$38,577
2. Professional, scientific, management, administrative, and waste management services: \$43,228
3. Retail Trade: \$24,651

Source: ACS 2019 5-year Estimate, Table S2413

The earnings from these jobs, many of which have been considered essential jobs during the pandemic, are firmly within the income range that is eligible for affordable housing in Hillsborough County.

Population and Housing Trends

Population

Data from the 2000 and 2010 U.S. Census, combined with information from the ACS 2019 estimates, were used to formulate and review the study area's population profile. Table 4-3 shows that the total countywide population grew approximately 42.4% percent during the 2000–2019 period and 18.5% percent from 2010 to 2019. Population density has increased in part because of recovery from the great recession, inbound migration, and economic growth. Census data indicates that over the last 20 years, the number of persons per household has increased from 2.55 to 2.71. A total increase of approximately 35.5% percent of workers was observed from 2000 to 2019, with an increase of approximately 21.1% percent experienced from 2010 to 2019.

Table 4-3: Population Characteristics, Hillsborough County, 2000-2019

Metrics	2000	2010	2019	2010-2019 % Change	2000-2019 % Change
Population	998,948	1,200,236	1,422,278	18.5%	42.4%
Households	391,424	462,467	526,175	13.8%	34.4%
Workers	509,059	569,595	689,904	21.1%	35.5%
Area (sq. mi.)	1100	1100	1100	0%	0%
Population per sq. mi.	908	1,091	1,293	18.5%	42.4%
Households per sq. mi.	356	420	478	13.8%	34.3%
Workers per sq. mi.	463	518	627	21%	35.4%

Source: 2000 and 2010 Census, ACS 2019 5-year estimates

As overall population has increased in unincorporated Hillsborough County, the populations in incorporated areas have also increased. Table 4-4 shows all municipalities and the unincorporated county with their corresponding 2010 and 2019 populations, respective population per square mile, and population density growth percentages over the past ten years. While Temple Terrace has the highest population density (3,531 people per square mile), it has experienced one of the lowest growth rates--approximately 9 percent--of all incorporated areas in the same 10-year time period. Unincorporated Hillsborough County, whose population density is just above 1,000 people per square mile, was the fastest growing area, compared to its three incorporated areas, with approximately 22 percent growth since 2010.

Table 4-4: Incorporated Population Characteristics 2010-2019

Municipalities	2010 Population	2019 Population	2010 Pop. Per sq. mi.	2019 Pop. Per sq. mi.	Pop. Density % Growth
Plant City	34,721	39,846	1,218	1,398	14.8%
Tampa	335,709	392,953	1,915	2,242	17.1%
Temple Terrace	24,541	26,832	3,229	3,531	9.3%
Unincorporated	834,255	1,019,128	939	1,147	22.2%

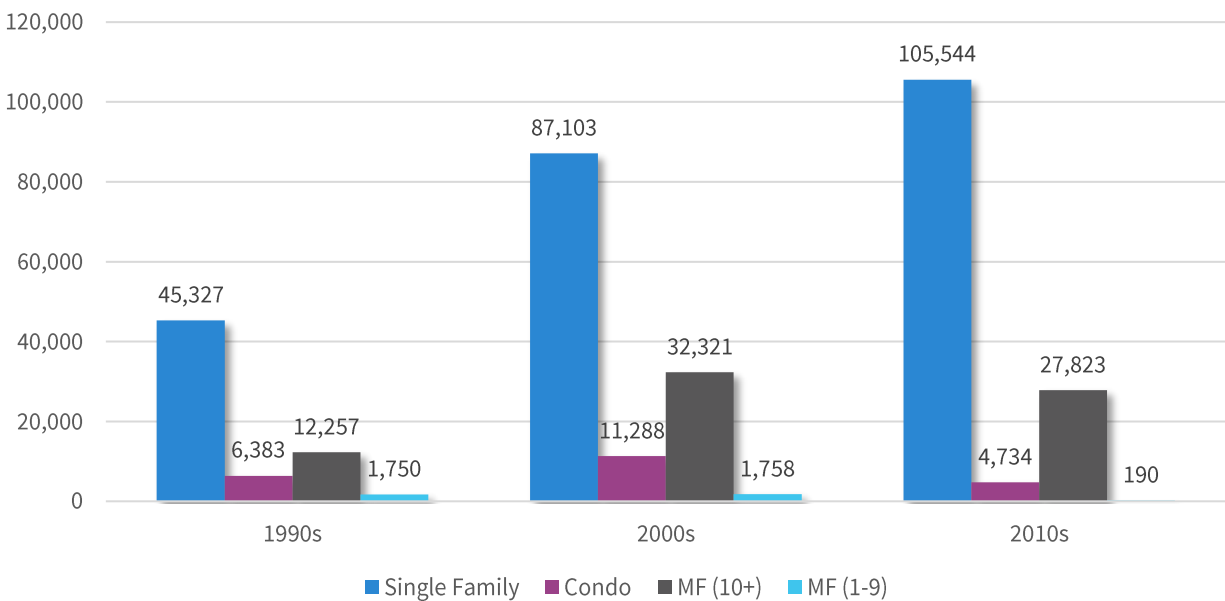
Source: 2020 BEBR Estimates

Housing

For Sale

Single family housing has always been the most predominant type of development for unincorporated Hillsborough County. In the past 30 years, this area of the county has had more than 230,000 parcels developed for single family homes (Figure 4-1). Comparatively, large multi-family development increased in popularity in the 2000s, but decreased in the 2010s, for a total of about 72,000 units developed in the past 30 years. Multi-family development is typically the avenue through which a large quantity of affordable housing is provided, whether formally with income restrictions or naturally occurring. The Brookings Institute writes, “Single-family houses use more land per home than other housing types. Therefore, in places where land is expensive, building multiple homes on a given lot is the most direct way to reduce housing costs, because it spreads the cost of land across multiple homes.”¹

Figure 4-1: Units Built by Decade, Unincorporated Hillsborough County



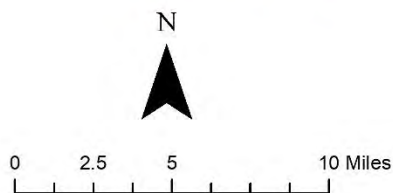
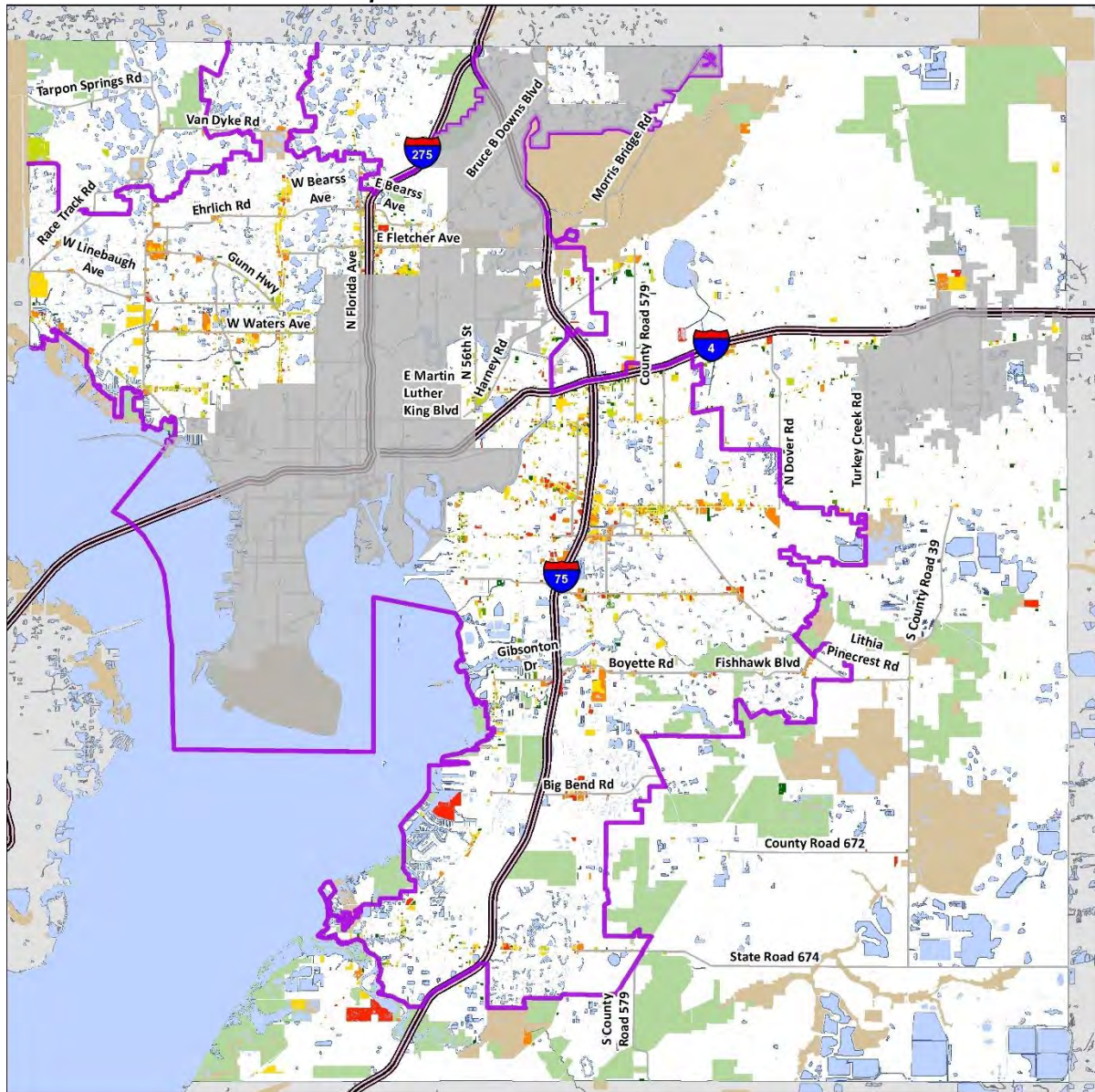
Source: Florida Department of Revenue, 2020

Map 4-1, Map 4-2, and Map 4-3 show the effective year built for commercial, multi-family, and single-family parcels in unincorporated Hillsborough County, respectively. The most notable result across each of the selected land uses is that there is comparatively little development prior to the 1990's versus more recent development. Most early development likely took place within the municipal boundaries of the three cities in Hillsborough County.

¹ Schuetz, Jenny. "To improve housing affordability, we need better alignment of zoning, taxes, and subsidies." Washington, DC: Brookings Institution (2020).

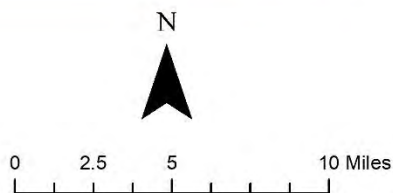
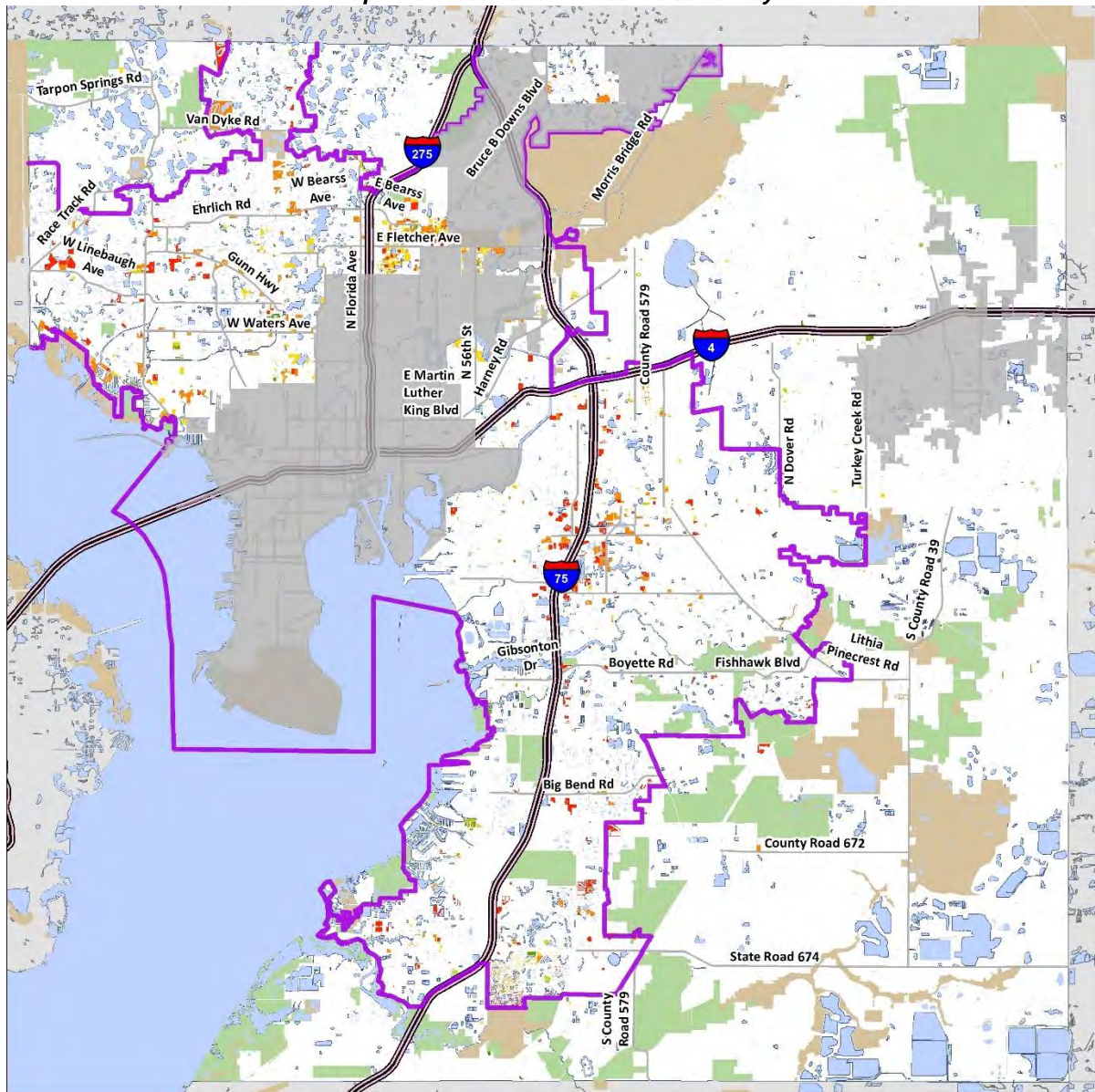
The most prominent areas of commercial development are along the northern portion of Dale Mabry Highway as well as along the eastern portion of State Road 60 through Brandon. Multi-family development is most concentrated in the university area, in addition to Brandon where most of the multifamily development has taken place in the past two decades. Single family development is shown to be the dominant land use in unincorporated Hillsborough County. The pattern of single-family development shows that older development is closer to the urban core and newer development is on the edge of, or outside of, the urban service boundary.

Map 4-1: Effective Year Built -Commercial



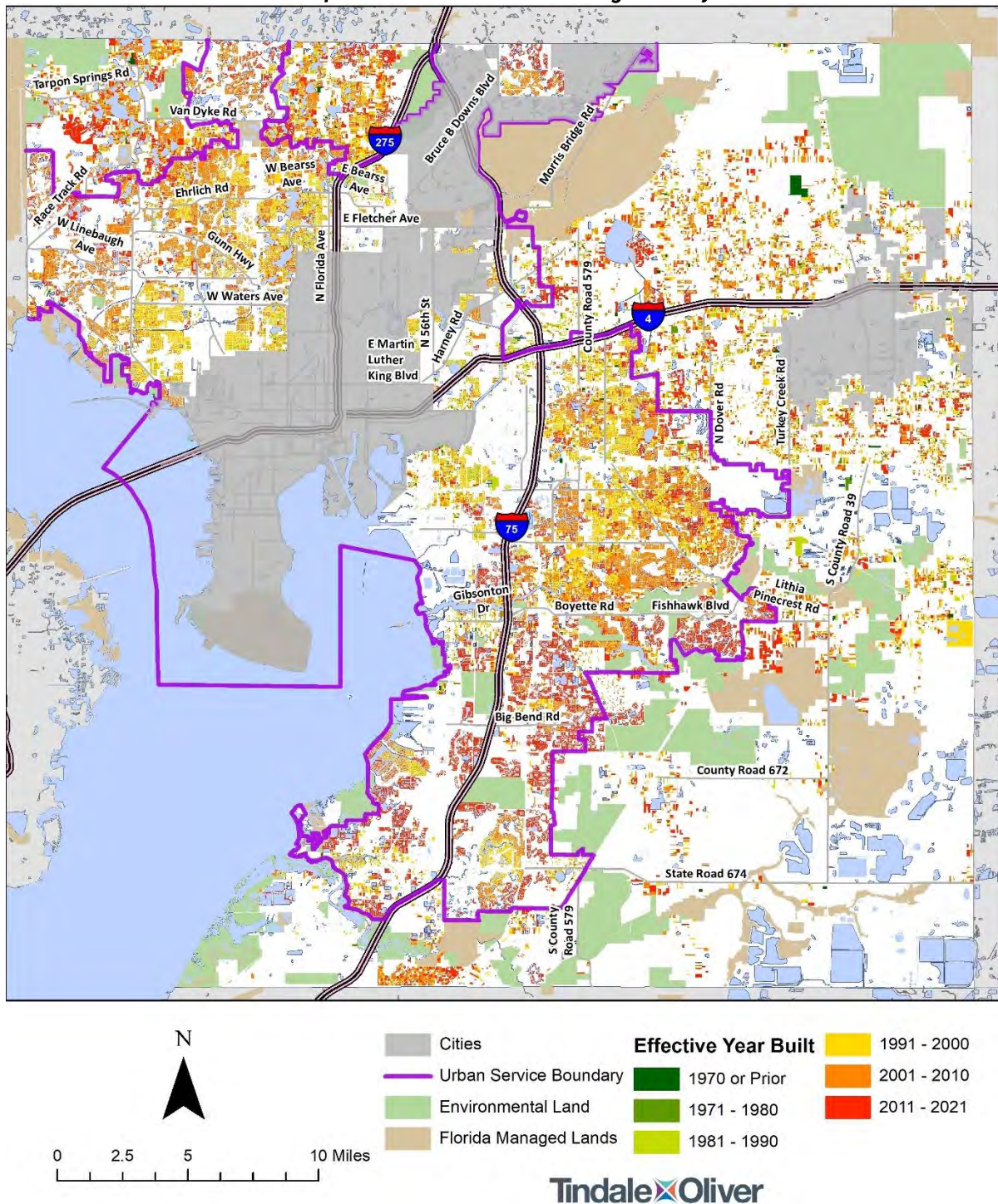
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Map 4-2: Effective Year Built - Multi-Family



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Map 4-3: Effective Year Built – Single-Family



The prices for homeownership in general in unincorporated County have risen significantly. The Florida Department of Revenue (FDOR) data shows that in unincorporated Hillsborough County from 2019 to 2020, the median sale price for single family homes and condominiums have risen

17.8 percent and 58.3 percent. Mobile homes' median sale price decreased by 2.4 percent, while the mean increased by 15.4 percent. Table 4-5 shows the full sale price data by home type.

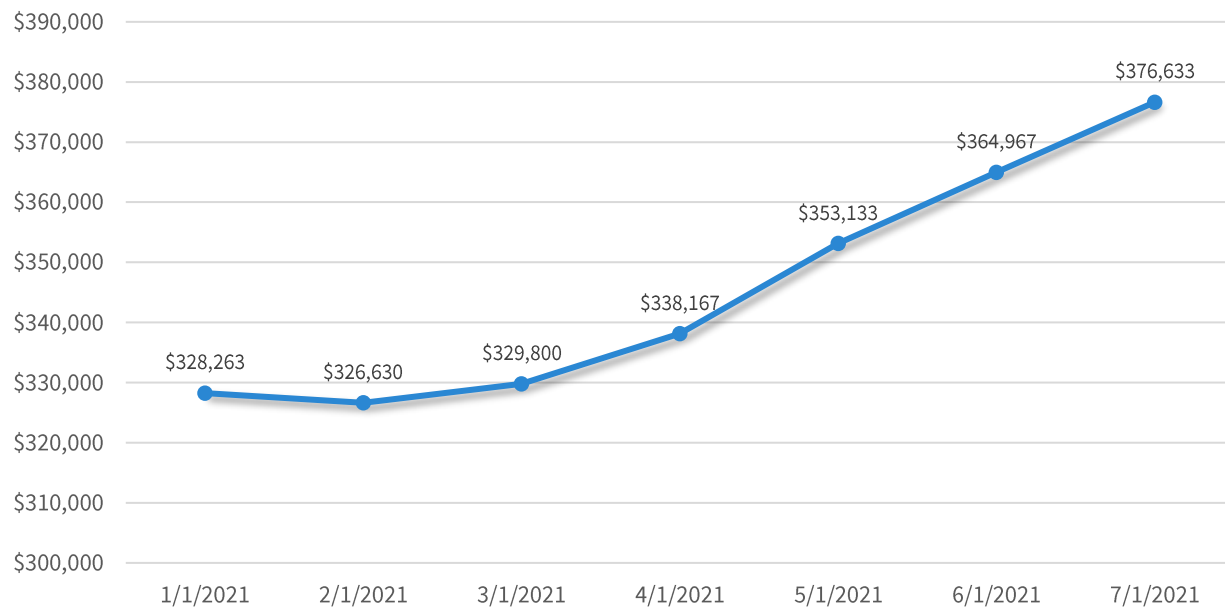
Table 4-5: Sale Prices in Unincorporated Hillsborough County, 2019-2020

	Measure	Single Family	Condo	Mobile Home
2020	Mean	\$286,074	\$123,081	\$120,611
	Median	\$255,000	\$114,000	\$101,950
2019	Mean	\$248,300	\$93,367	\$104,500
	Median	\$216,400	\$72,000	\$104,500

Source: Florida Department of Revenue, 2020

Using Zillow's MSA-level data, Figure 4-2 shows the median single family home sale prices in 2021 so far. Just in the first seven months, the sales price increased by 14.7 percent. July's median sale price of \$376,633 is a 46.5 percent increase from the 2020 MSA median sale price of \$257,040 and is 47.7 percent more than the 2020 median sale price for single family homes in unincorporated Hillsborough County. Additionally, the average number of days a home is on the market before going under contract is an extremely low 10 days in July 2021. There [is less than one month of inventory](#) for all housing types, signaling a seller's market and a housing shortage.

Figure 4-2: Median Sale Price of Single-family Homes, Tampa-St. Petersburg-Clearwater MSA

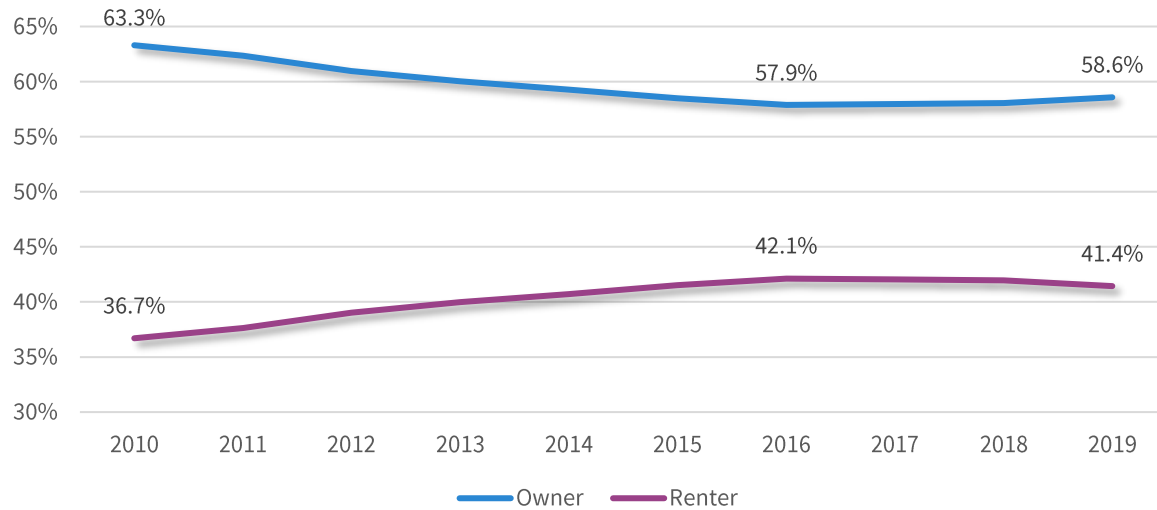


Source: Zillow, Tampa-St. Petersburg-Clearwater MSA 2021

Rentals

The percentage of renters has been increasing in Hillsborough County over the past decade. In 2010, the percent of households in owner-occupied dwellings was 68.3 percent, compared to 36.7 percent of households renting. By 2019, there has been a nearly five percent increase in renters and corresponding decrease in owners, with 2016 being the year with the highest shift (**Error! Reference source not found.**).

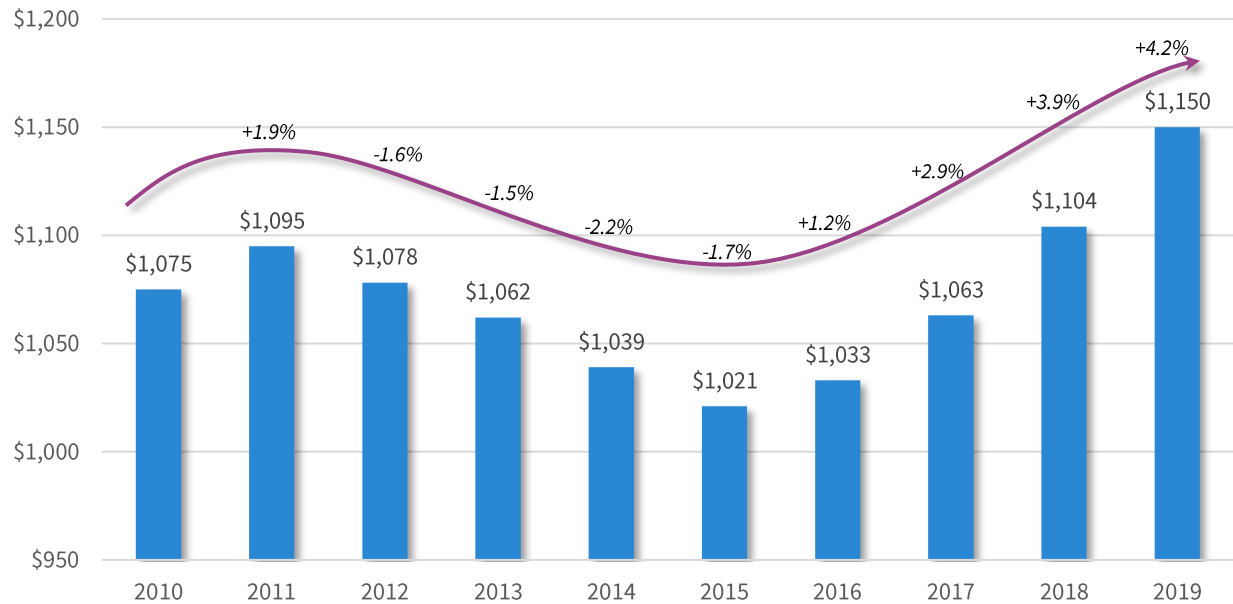
Figure 4-3: Household Tenure, Hillsborough County 2010-2019



Source: Hillsborough County ACS 2010-2019 ACS 5-year estimates

While home prices have been on the rise, so too have median rents. According to ACS 5-year estimates, over the past ten years, the median rent has risen seven percent in Hillsborough County. (Note: Five-year estimates were chosen for this time series due to the lower margin of error as compared to one-year estimates.) Starting at \$1,075 in 2010, rent rose slightly in 2011, before seeing decreases each year until 2015. Since 2016, the median rent has grown. In previous years, the change in median rent was never much larger than two percent from one year to the next, however, in 2017 through 2019, rent increases were much larger than previously seen, growing as much as 4.2 percent from 2018 to 2019. See Figure 4-3 for further details.

Figure 4-4: Median Rent, Hillsborough County

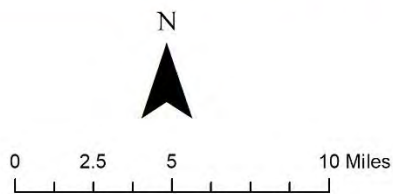
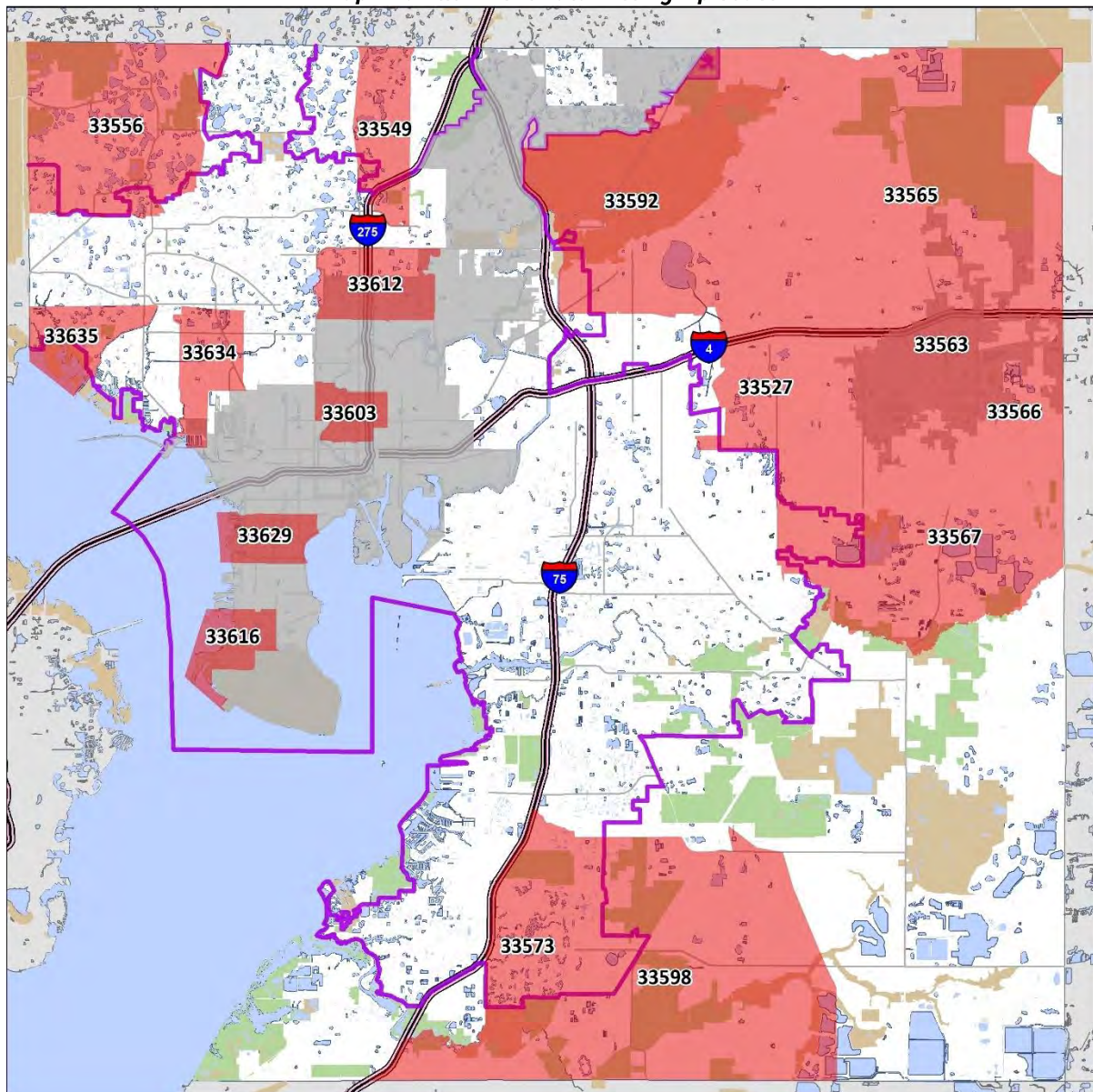


Source: Hillsborough County ACS 2010-2019 ACS 5-year estimates*

*Numbers have not been adjusted for inflation because of the lag in data collection and the way cost of “shelter” is determined for the Consumer Price Index (CPI). The decision was made to use the data as presented by the Census Bureau due to the relatively short length of time between the first and last data point. Almost all housing reports use unadjusted Census data, including the county’s current Housing Element data and analysis.

More recent and detailed data was also collected using Zillow, which utilizes real landlord/realtor inputs into the Multiple Listing Service (MLS) in the Tampa-St. Petersburg-Clearwater MSA. It is important to note that there are zip codes missing from this Zillow data including, which are visualized in Map 4-4 below. This data, despite the missing zip codes, still demonstrates some of the most recently available rent data to show case the extreme changes which have taken place over the past two years, and especially in the past year.

Map 4-4: Zillow Rent Data Missing Zip Codes



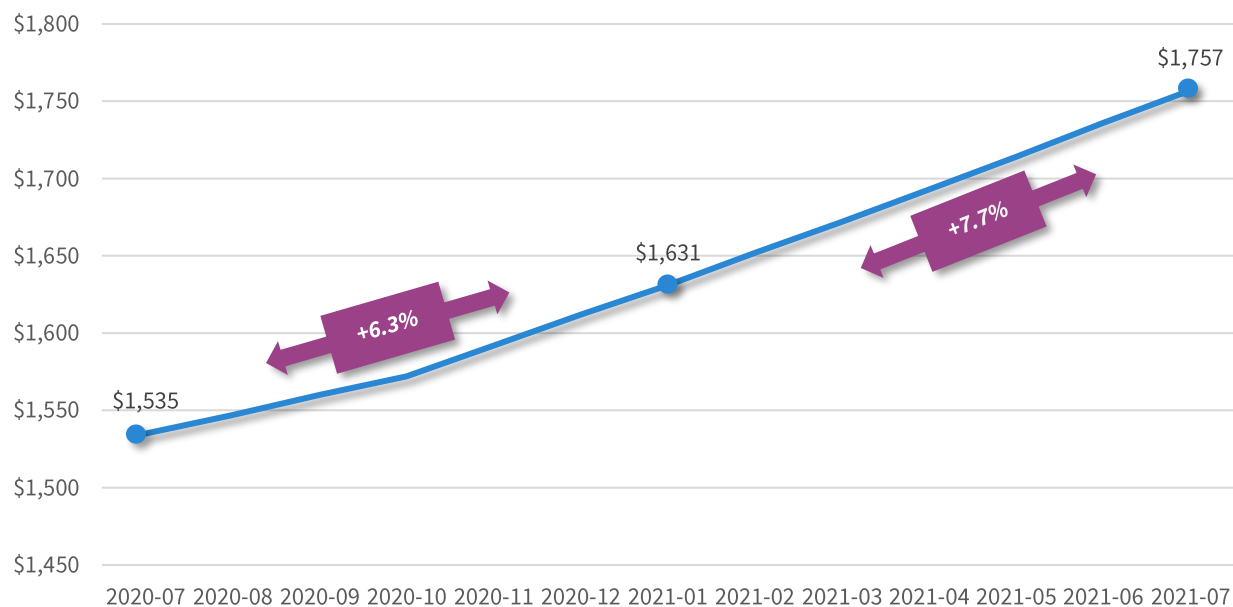
- Missing Zip Codes
- Cities
- Environmental Land
- Florida Managed Lands
- Urban Service Boundary

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Source: Zillow

In July 2020, the median rent in the MSA was \$1,535. The growth over the next six-month period was a 6.3 percent increase to \$1,631. The following six-month period saw a 7.7 percent increase to a whopping \$1,757 median rent price. In just one year, rentals listed in this MSA have seen over a 14 percent increase in price (Figure 4-5).

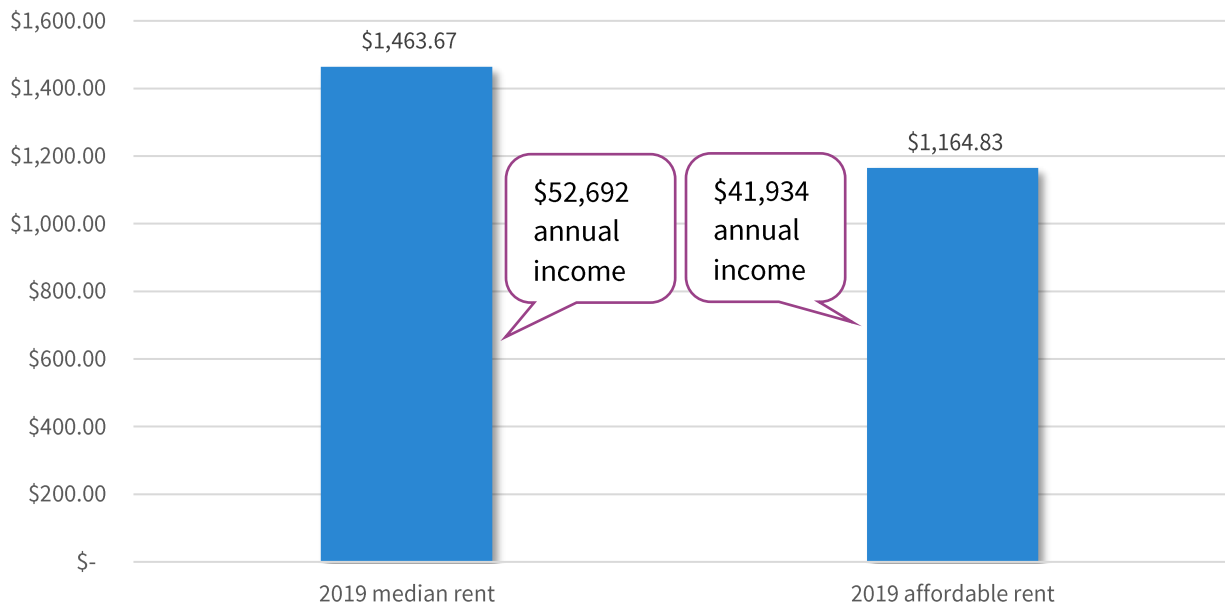
Figure 4-5: Median Rent, Tampa-St. Petersburg-Clearwater MSA



Source: Zillow, Tampa-St. Petersburg-Clearwater MSA 2021

To further highlight the mismatch between rents and renters, Figure 4-6 illustrates the 2019 median income gathered from Zillow data and compares it to ACS 2019 renter household income data. Renter households in Hillsborough County earned just under \$42,000 a year. A non-cost-burdened rent for this typical renter would then be around \$1,165 per month. However, as demonstrated by the Zillow data, the median rent was over \$300 more expensive per month. To comfortably afford the median rent in 2019, the renter household would need to earn \$56,692 per year, or over \$10,000 more than the actual median renter income at the time.

Figure 4-6: 2019 Median Rent Vs. Median Income



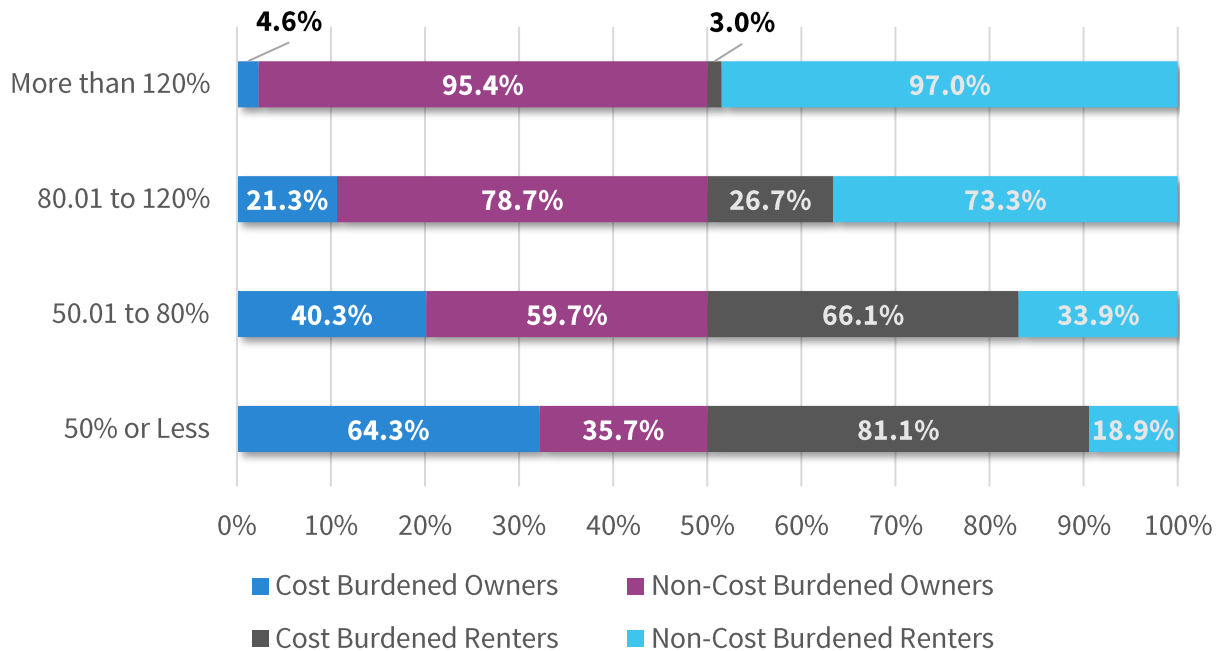
Market Analysis

Cost Burden

As mentioned in the introduction of this report, cost-burdened households are defined as households with housing costs exceeding 30 percent of their income. This is an important indicator to examine because it demonstrates the need for affordable housing. United Way completes their Asset-Limited, Income-Constricted, Employed (ALICE) report each year which includes a more complex view of a household budget. ALICE purports that most households have the base *survival* expenses of housing, childcare, food, transportation, healthcare, technology, miscellaneous, and taxes. Their research explains that when one area of the budget dominates expenses, then other areas suffer losses. This can look like a household forgoing health insurance because they cannot find an affordable place to live. With this in consideration, reducing cost burden as much as possible is a priority for creating a better quality of life for residents living in Hillsborough County.

Hillsborough County's 2019 ACS data showed that renters are cost-burdened at higher rates than their homeowner counterparts. Homeowners made up 40.9 percent of cost-burdened households, while renters made up the other 59.1 percent. Additionally, lower income renters were much more likely to be cost-burdened when compared with homeowners of the same AMI bracket. Over 80 percent of very low-income renters are cost-burdened, compared to 64.3 percent of very low-income homeowners. The only income range in which homeowners are cost-burdened at higher rates than renters is the high-income range, which reports low rates of cost burden overall. See Figure 4-7 for full details.

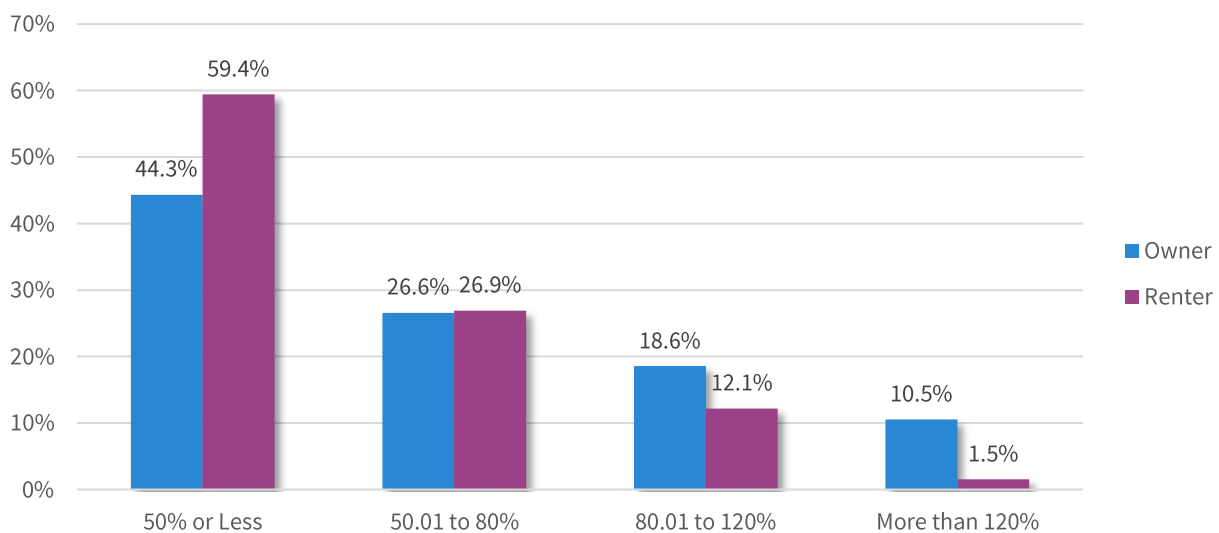
Figure 4-7: Cost Burden Status by AMI and Tenure



Source: Shimberg Center tabulation of 2019 American Community Survey, Public Use Microsample Data

This data further revealed that the majority of cost-burdened households, both renters (59.4%) and owners (44.3%), are very low income. Households that are earning 50 to 80 percent of the AMI make up about the same share of cost-burdened households, regardless of tenure. However, cost-burdened homeowners are more likely to be moderate or high income than their renting counterparts. Full data can be seen in Figure 4-8 below.

Figure 4-8: Cost-burdened Households by AMI and Tenure



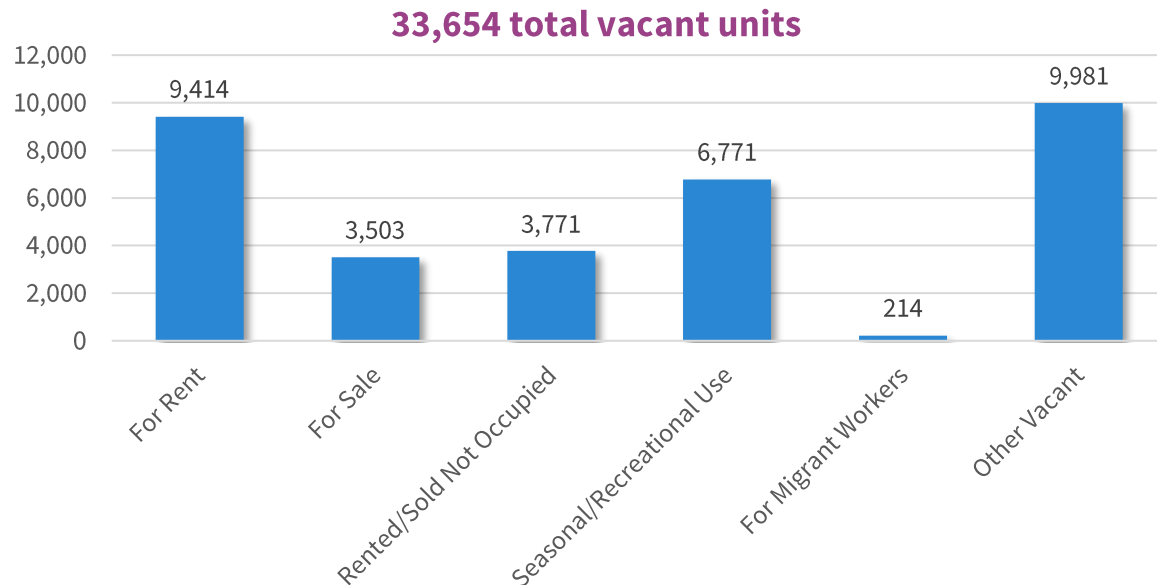
Source: Shimberg Center tabulation of 2019 American Community Survey, Public Use Microsample Data

Affordable Units

Generally speaking, affordable units are units in which a household would not spend more than 30 percent of its monthly income on housing costs. This analysis includes units from public housing, privately monitored affordable and workforce housing, and unrestricted, market rate housing. Units, regardless of market type, are counted as affordable for a given income range so long as the household is not spending more than 30 percent of its income on housing, including basic utilities. For homeowners, this also includes principal, interest, taxes, and insurance (PITI).

In this report, an “available” unit is one that is either vacant or is occupied by a household below the top income limit; see Figure 4-9 for information on vacant units in unincorporated Hillsborough County. The non-profit StrongTowns published an article that explains how units are priced based on vacancy rates: “When there is unusually low vacancy, the price of housing will tend to be bid up over time. When there is unusually high vacancy, the price of housing will tend to be bid down over time.”² Affordable units occupied by those within the appropriate income range are considered available since these households would be counted when assessing total renter households; the low-income renters and the units they occupy cancel each other out when the gap between the supply and demand is examined. Affordable units occupied by higher income households contribute to a gap in housing supply for low-income renters and are therefore considered to be unavailable.

Figure 4-9: Vacant Units, Unincorporated Hillsborough County 2019

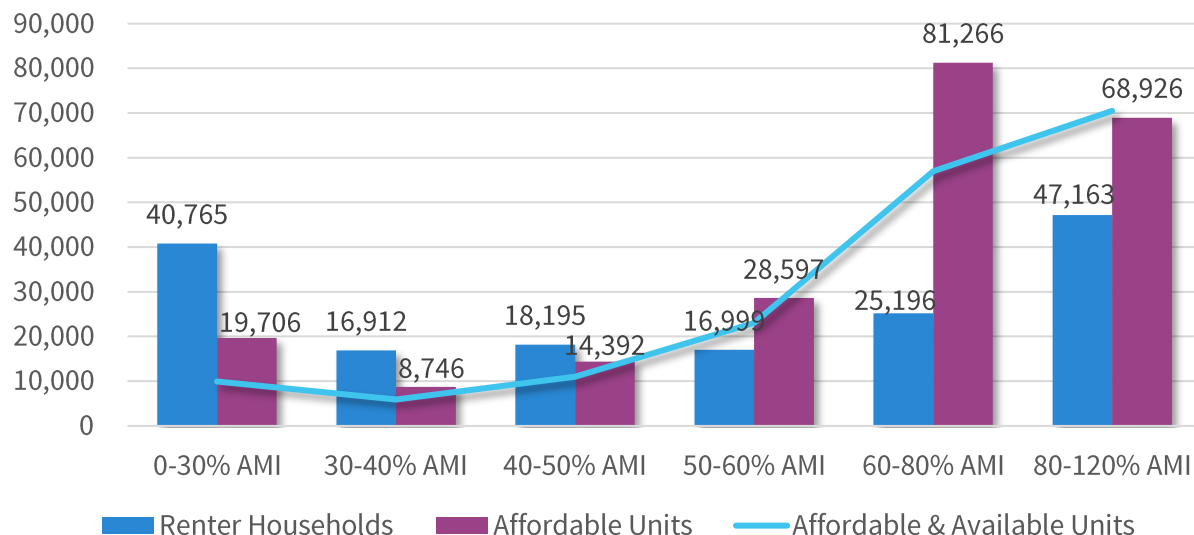


² Herriges, D. (2020, September 2). *What vacancy rates tell you about a housing shortage (And what they don't)*. Strong Towns. <https://www.strongtowns.org/journal/2020/8/30/what-vacancy-rates-tell-you-about-a-housing-shortage>

Source: Shimberg Center tabulation of 2019 American Community Survey, Public Use Microsample Data
Note: “Other Vacant” is defined by the census as a unit that is not available year-round. Reasons for this include foreclosure, is held for settlement of an estate, held for personal reasons, or held for repairs.

Affordable units are shown to be in shortage for households earning less than 50 percent of the AMI in Hillsborough County. There is an uptick in the number of affordable units for low and moderate income, especially those earning 60 to 80 percent of the AMI. Figure 4-10 also shows the number of available units. More than half of affordable units for extremely low-income households are unavailable, which deepens the gap from one unit for every two households to one unit for every four households. The number of available units for 60 to 80 percent AMI is also significantly less than the total affordable units, though there is still ultimately a surplus for this income range. (Note: Since the data is 2019 ACS data, and more recent Zillow data has shown that housing prices have risen significantly since 2019, the surplus in affordable and available housing for households in the 80-120% AMI bracket may be significantly less. These figures should be re-evaluated when new census data becomes available.)

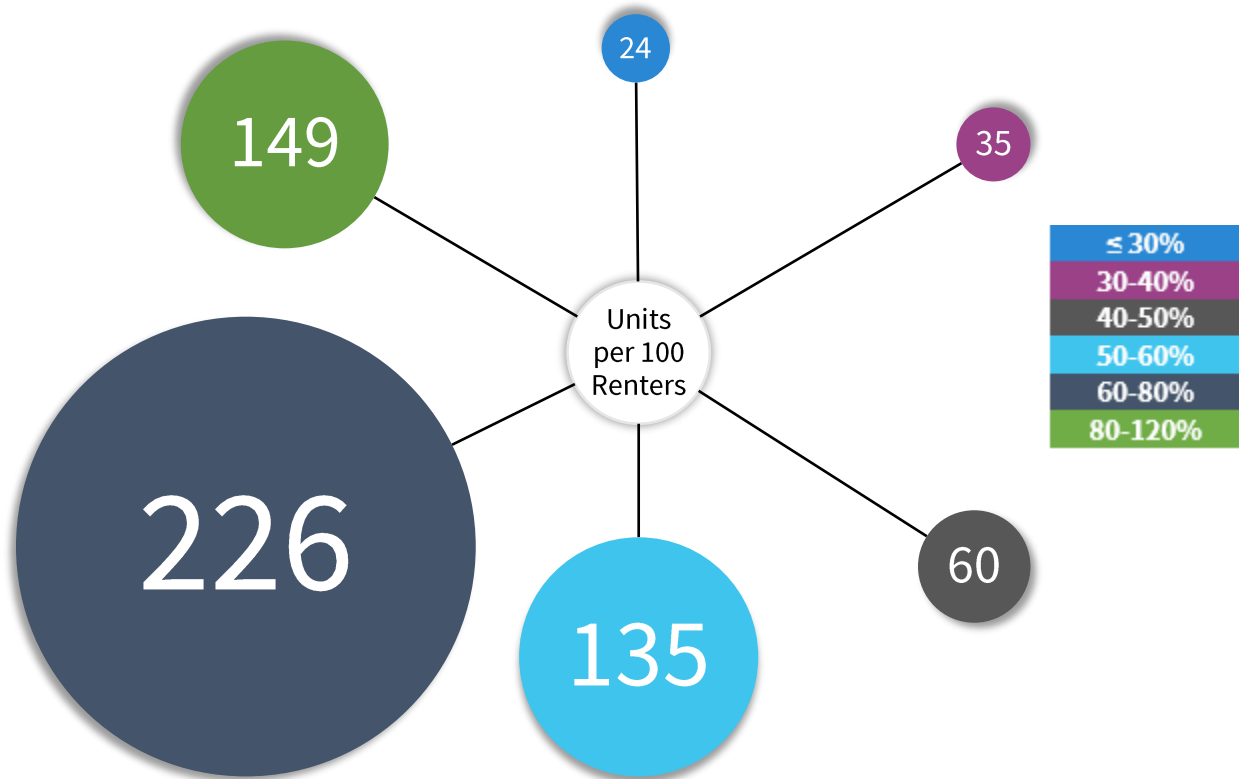
Figure 4-10: Affordable and Available Housing



Source: Shimberg Center tabulation of 2019 American Community Survey, Public Use Microsample Data

Figure 4-11 depicts the number of total affordable and available units per AMI range. Less than 30 percent of the AMI has the steepest gap with only 24 units per 100 renters, whereas 60 to 80 percent of the AMI has the biggest surplus, with over two times the number of affordable units needed for the renter base (2019).

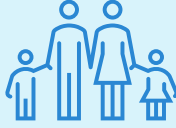




Figure 4-11: Affordable and Available Units per 100 Renters



Source: Shimberg Center tabulation of 2019 American Community Survey, Public Use Microsample Data

Less than 80% of AMI is typically viewed as the traditional low-income population for which affordable housing is developed. To reiterate, in Hillsborough County that would equate to \$41,360 and below for a single-person household. Overall, the data shows that when looking at available units, there is a shortage of units for low-income households in the county. Table 4-6 summarizes the supply and demand for units affordable to those earning less than 80% of AMI.

Table 4-6: Availability Summary for Low-Income Households in Hillsborough County

Indicator	Data
Renter Households 	118,067
Affordable Units 	106,797
Absolute Difference Between Renters and Units 	(11,270)
Units per 100 Renters 	90 per 100 available
Units Occupied by Higher Income Renters 	45,910

Source: Shimberg Center tabulation of 2019 American Community Survey, Public Use Microsample Data

Factoring in projected household growth for renters earning less than 80% of the AMI, over 42,000 affordable units would need to be produced over the next 20 years to close the gap between low-income renter households and affordable and available housing units. 2,000 affordable units per year affordable for households making less than 80% AMI would have to be constructed to close the gap. Just over the next five-year period, the existing gap (11,270) and the projected growth (10,350) would create a need for 21,620 units, or over 4,000 affordable units per year to close the gap by 2025. See Table 4-7 for full projections. Additionally, this growth analysis does not take into account the preservation of existing affordable housing and how loss of older affordable developments may widen the gap.

Table 4-7: Low-Income Household Growth and Unit Gap Projection

Year	Growth Over 5-year Period	Growth Since Baseline	Cumulative Units Needed
2019	<i>Baseline</i>	<i>Baseline</i>	11,270
2025	10,350	10,350	21,620
2030	8,025	18,375	29,645
2035	6,460	24,835	36,105
2040	6,310	31,145	42,415

Source: Florida Housing Data Clearing House, 2000-2040

Meeting Demand

Filtering

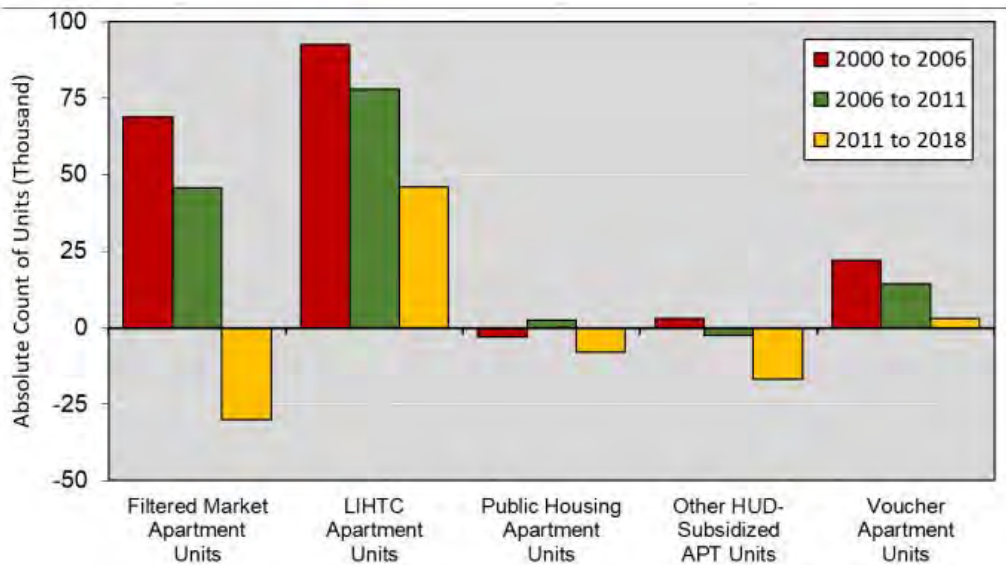
Filtering is the process in which housing units naturally become more affordable as they age and are replaced on the market for higher income renters by new construction. This new construction can be affordable, market rate, or even luxury and the effects of filtering will be similar. In a study for the National Multifamily Housing Council (NMHC), Myers and Park write,

“In this study, filtering is defined and measured by its consequences for very low-income households...Filtering occurs as housing units grow older and lower-income tenants gain an increasing share of the units. Apartment filtering is measured by the increase over time in the share of apartments (rental units in five or more unit structures) that are occupied by very low-income households.”³

The researchers found that between 2000 and 2006, filtering produced 69,000 affordable units nationally. Comparatively, the most popular vehicle for affordable housing production, LIHTC, produced 92,000, and other HUD-subsidy programs produced only 22,000 units. Figure 4-12 from the NMCH report shows the production of affordable units over the past two decades.

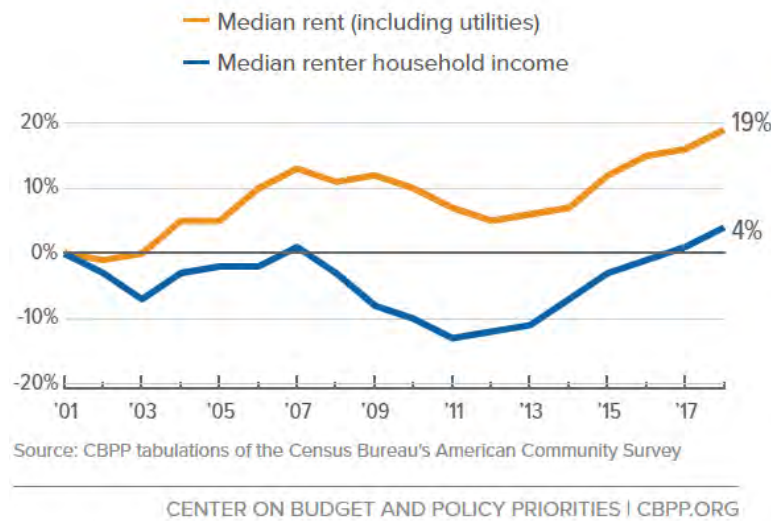
³ Myers, D., & Park, J. (2020). *Filtering of Apartment Housing between 1980 and 2018*. National Multifamily Housing Council. <https://www.nmhc.org/globalassets/research-insight/research-reports/filtering-data/nmhc-research-foundation-filtering-2020-final.pdf>

Figure 4-12: Annualized Change in Number of Filtered Market Rate Apartment Units and Federally Subsidized Apartment



After the burst of the housing bubble and subsequent Great Recession, both new construction and income growth slowed. As a result, the trickle down of units has been reduced or reversed (known as filtering up, not down) as the housing market has shifted to increasing numbers of renters than owners and higher income tenants have fewer options of new rental construction. New construction that *has* been built is also taking longer to filter down due to the mismatch of median rents and median incomes. The Center on Budget and Policy Priorities found in their 2018 study that median rent had risen 19 percent in Florida, while median renter income had only risen four percent (Figure 4-13). Myers and Park’s study additionally comments on wage stagnation as a major factor in the reduction/reversal of filtered units based on their nationwide data. The relevance of this research to affordable housing production in Hillsborough County is that it demonstrates the potential effect of all new construction on creating affordable housing for lower income households. In short, as households shift from homeownership to renters and the construction of new rental units lags behind, naturally occurring affordable housing becomes less available.

Figure 4-13: Change in Florida Median Rents and Incomes since 2001, adjusted for inflation



Assisted Housing

State Involvement

The Shimberg Center works in close partnership with Florida Housing Finance Corporation to provide data and analysis to guide Florida's affordable housing efforts. Since 2001, they have produced the [Florida Housing Data Clearinghouse](#), which contains multitudes of publicly available information on topics related to affordable housing. Based on this cooperation and information from the Shimberg Center, Florida Housing creates its [Qualified Action Plan \(QAP\)](#) which outlines the amount of federal tax credits and bonds to be allocated based on specified requirements.

The Shimberg Center also produces a [Statewide Rental Market Study](#) every three years on Florida Housing's behalf, the last one of which was published in 2019. The market study quantifies the affordable housing needs of low-income families and seniors, farmworkers, special needs households, and homeless persons in Florida. Using ACS and vacancy data, this study assists the Florida Housing Finance Corporation in setting demographic and geographic funding priorities for the State Apartment Incentive Loan (SAIL) program, Low Income Housing Tax Credit (LIHTC) programs, and others. Some notable takeaways from the 2019 study specific to Hillsborough County include:

- 27% of the 223,410 renters in the county are both low income (60% AMI and below) and cost-burdened;
- 63% of low-income households are only one or two person households; and
- By 2030, Hillsborough County will lose 1,308 “assisted” (subsidized) units due to expiring affordability periods of 9% LIHTC projects.

A summary of 2020 statewide rental trends can be found in this [fact sheet](#).

Local Involvement

A 2016 study by the Berkley Institute of Governmental Studies found that, while production of market rate housing does decrease rates of displacement and lower median rents in subsequent decades, subsidized housing had over double the impact in reducing displacement pressures⁴. Map 4-5 shows the 84 existing subsidized housing, also referred to as assisted housing (AH), developments in unincorporated Hillsborough County. There is a high concentration of AH developments in the University Area south of Fletcher Avenue. Other developments are less condensed and can be found in the East Tampa/Brandon area and Town N' Country area.

These developments are funded by a variety of programs that developers often combine with other funding sources to complete construction, such as brownfield tax credits and grants from local governments. Table 4-8 below lists all the unique funding sources used and how often each source was used across the 84 developments. The top six most popular funding sources were all used by over 20 percent of the AH developments, with the 9% tax credit being used by nearly two-thirds of developers.

Table 4-8: AH Funding Sources

Housing Programs	Occurrences	Usage %
Housing Credits 9% (9% LIHTC)	54	64.3%
Rental Assistance/HUD	47	56.0%
Housing Credits 4% (4% LIHTC)	42	50.0%
SAIL	39	46.4%
Local Bonds	24	28.6%
State Bonds	18	21.4%
Section 202 Capital Advance	10	11.9%
Section 207/223(f)	10	11.9%
Public Housing	9	10.7%
Extremely Low Income	8	9.5%
Section 811 Capital Advance	7	8.3%
Federal Deposit Insurance Corporation	6	7.1%
Legislative Appropriation	6	7.1%
Rental Assistance/RD	6	7.1%
State HOME	5	6.0%
Section 515	4	4.8%
Section 202 Direct Loan	3	3.6%
Section 223(f) Refi/Purchase	3	3.6%
Section 236	3	3.6%
Section 514/516	3	3.6%
Section 542	3	3.6%
Elderly Housing Community Loan	2	2.4%
Exchange	2	2.4%
Refi Section 221(d)(4) MR	2	2.4%
Demonstration Project	1	1.2%
Tax Credit Assistance Program	1	1.2%

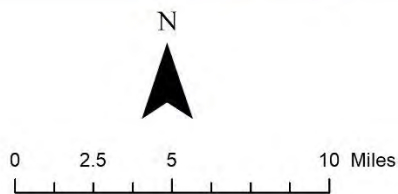
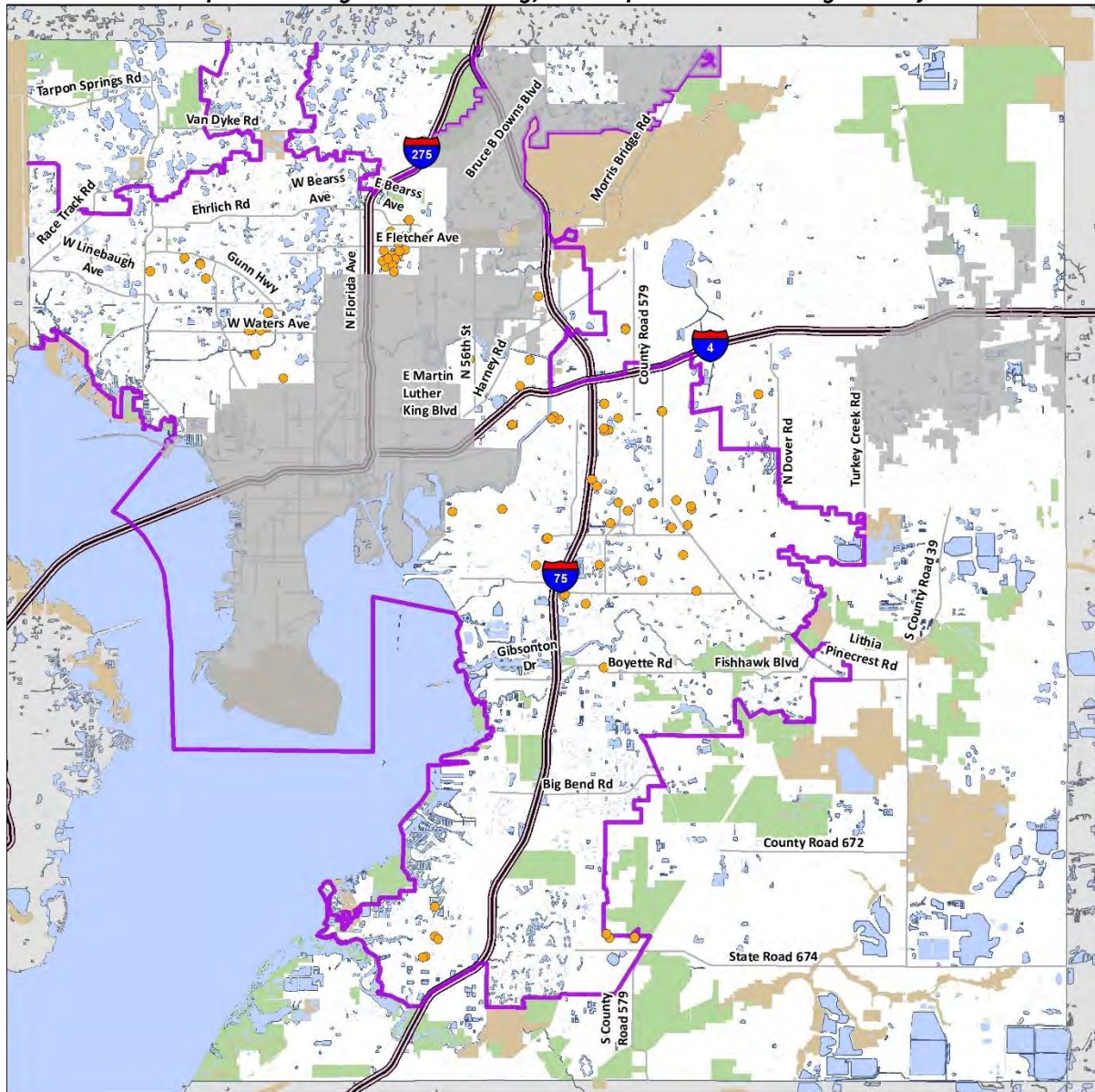
⁴ Zuk, M., & Chapple, K. (2016). Housing production, filtering and displacement: Untangling the relationships.

Source: Shimberg Center, 2019

Funding sources often come with specific requirements from the funding agency, whether that be the local, state, or federal government. Low Income Housing Tax Credit (LIHTC) projects require that either 1) at least 20 percent of units are occupied by individuals with incomes of 50 percent AMI or below, 2) at least 40 percent of the units are occupied by individuals with incomes of 60 percent AMI or below, or 3) all units in the development, when averaged, equal 60 percent of AMI, with no individual's income exceeding 80 percent AMI. (Note – projects can also use an income averaging methodology established by Florida Housing. More information on this method can be found [here](#).) Additionally, proximity to transit and services such as schools, grocery stores, general practitioner doctors, pharmacies, and transit stops are also scored.

HUD rental assistance refers to the use of Housing Choice vouchers, also known as Section 8. Properties accepting these vouchers must be certified and pass special inspection to house these voucher recipients. SAIL financing's most prominent requirement is that ten percent of units be set aside for extremely low income (<30% AMI) tenants. State and local bonds have similar affordability set aside requirements to LIHTC—20 percent of units set aside for those at 50 percent of the AMI or 40 percent and 60 percent AMI. These bonds are most often used in conjunctions with 4% tax credits or SAIL financing.

Map 4-5: Existing Assisted Housing, Unincorporated Hillsborough County



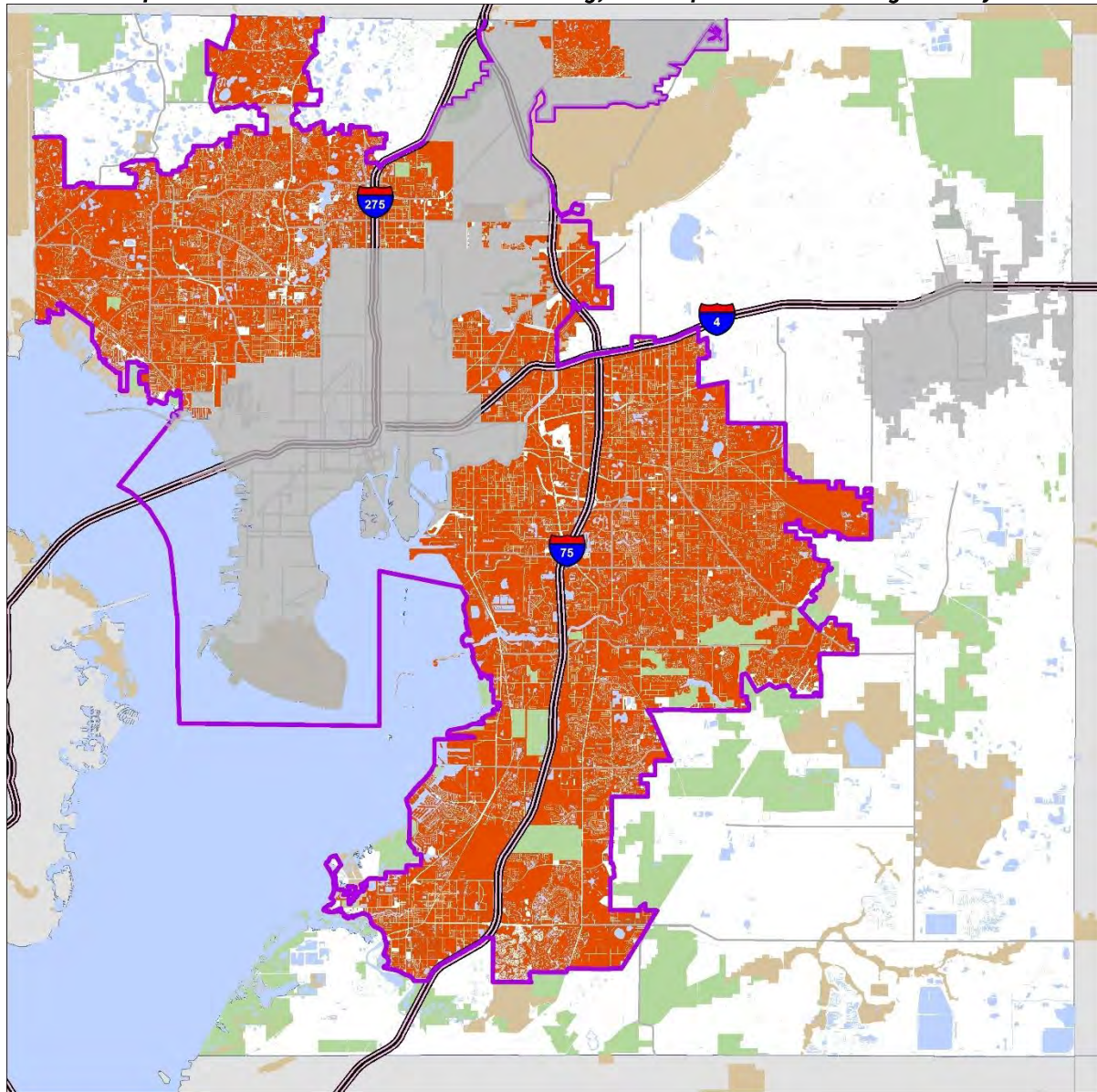
- Existing Affordable Housing Developments
- Urban Service Boundary
- Cities
- Environmental Land
- Florida Managed Lands

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Areas For Affordable Housing Based On Shortfall

In order to eliminate the existing shortage of affordable units in the county, 4,000 units per year would have to be constructed every year until 2025. The significant shortage of affordable housing for low, very low, and extremely low-income households signals the need to encourage its construction through a number of incentives. **Considering no other factors other than demand and the extreme shortage of affordable units** (such as proximity to services and transit, environmental sensitivity, availability of utilities, etc.) and consistent with Section 125.01055 Florida Statutes, any parcel that allows residential, commercial, and industrial can be considered appropriate affordable housing (see Map 4-6). Map 4-6 illustrates parcels that allow residential, commercial, or industrial uses in their respective Future Land Use Map categories. (Please note, this map does not illustrate a formal recommendation for eligible parcels; rather, it simply illustrates the allowance of affordable housing pursuant to Section 125.01055 Florida Statutes. The economics of Hillsborough County are only one factor for consideration, and formal recommendations will be made based on those factors in a separate task in this project.) The map excludes parcels outside of the urban service area, as requested by staff.

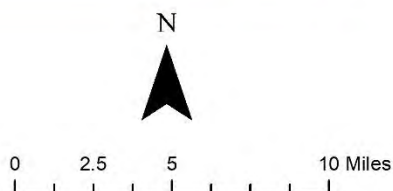
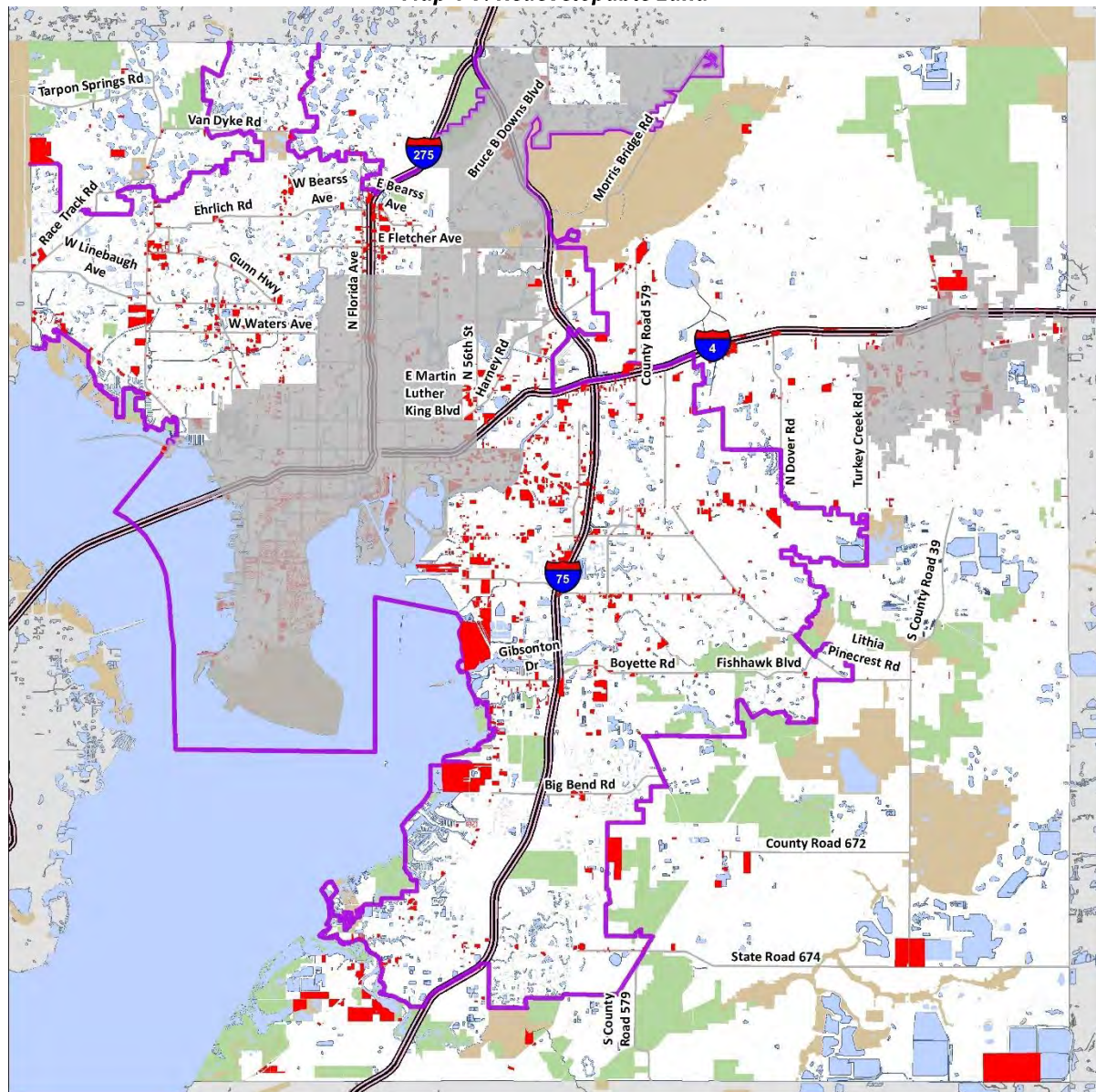
Map 4-6: Areas Suitable for Affordable Housing, Unincorporated Hillsborough County



Source: Hillsborough County City Planning Commission Future Land Use Data, 2021

Map 4-7 illustrates parcels which have higher redevelopment potential. As seen on the map, these potential redevelopment areas are scattered throughout Hillsborough County. Some areas of concentration are along Nebraska Avenue in the north, throughout the University Area, as well as in East Tampa radiating out along SR 60 and SR 574 through Brandon and Plant City, respectively.

Map 4-7: Redevelopable Land



- Cities
- Redevelopable Land
- Environmental Land
- Florida Managed Lands
- Urban Service Boundary

Tindale **Oliver**

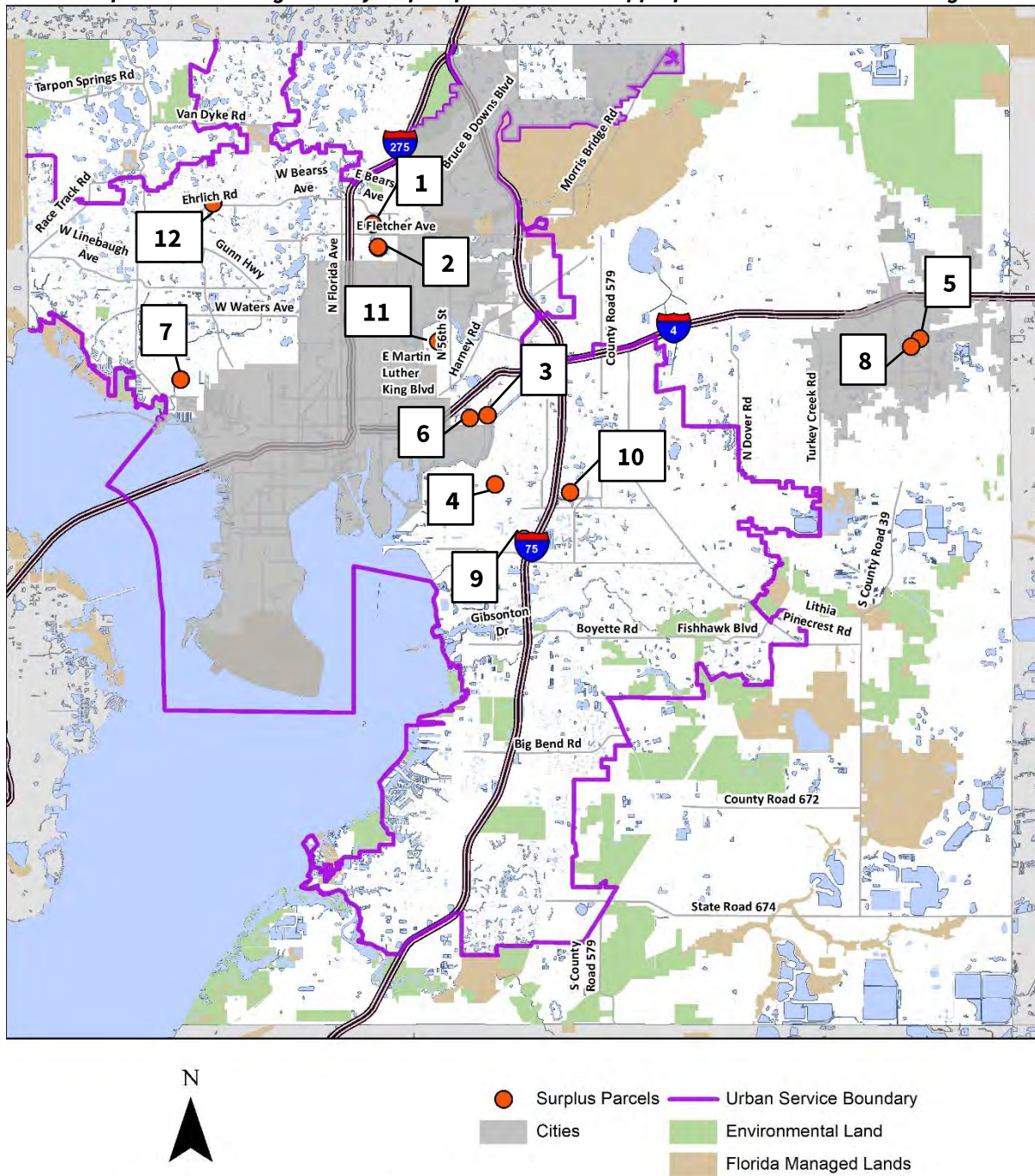
Source: Hillsborough TPO 2045 Long Range Transportation Plan Data

Disposing of surplus parcels can be an effective tool to encourage more affordable housing development. The county can donate or sell these parcels at a discount to developers, which in turn allows the developers more incentive to develop units for low-income renters and creates a new tax base on that previously-vacant surplus parcel. Based on this mutual benefit, surplus parcels should be used to encourage affordable housing development in the county. Parcels identified by the Board of County Commissioners as suitable for affordable housing are listed in Table 4-9 and represented in Map 4-8. (The most recent list of surplus parcels deemed appropriate for affordable housing was adopted by the Board of County Commissioners on June 3, 2021 and can be found [here](#).)

Table 4-9: Hillsborough County surplus parcels deemed appropriate for affordable housing

#	Address	Land Value	Acres	Neighborhood
1	1516 140th Ave.	\$35,782	0.29	Cross Fletcher
2	12701 thru 12722 Lockey Ln. (13 plats)	\$57,460 (total)	0.37 (total)	University Area
3	7516 Connecticut Dr.	\$21,008	0.18	East Lake Orient Park
4	1311 Waikiki Way	\$24,602	0.17	Clair-Mel City
5	1412 E. Laura St.	\$33,462	0.24	Plant City
6	3100 N. 66th St.	\$80,095	1.93	Orient Park
7	6799 El Capitan Dr.	\$184,140	3.72	Town N' Country
8	624 Coronet St.	\$21,970	0.15	Plant City
9	4409 Foxworth Rd	\$3,830,542	28.42	Progress Village
10	2098 Town Center Blvd.	\$899,000	2.58	Brandon
11	5055 Knoll Pine Way	\$107,812	3.1	Northeast Tampa
12	5209 Ehrlich Rd.	\$780,000	2.89	Carrollwood

Map 4-8: Hillsborough County surplus parcels deemed appropriate for affordable housing



Source: Hillsborough County Adopted Surplus Parcel for Affordable Housing Inventory

Conclusion

This market trend paper demonstrates a significant demand for affordable housing in Hillsborough County, particularly for extremely low-income to low-income households. (This paper does not recommend specific policy adjustments to meet that demand; rather, it simply illustrates the factors that impact demand.) A recent [article in the Tampa Bay Times](#) reported that **the average minimum wage worker needed about 3 jobs to afford rent** for a two-bedroom unit in the Tampa Bay Area. The Area Median Income for the Tampa/St. Petersburg/Clearwater Metropolitan Statistical Area is relatively high compared to the rest of the state, while the income of workers in the most common industries in the county, such as service workers, lags behind. While renting has become more common in the county, fewer multifamily developments have been constructed than single family homes over the last decade, and only a fraction of those are income-restricted and reserved for lower income households. These combined factors lead to high rates of cost burden and low availability of affordable housing units for those most in need.

The data demonstrated that the lowest income renters are seeing the worst of the affordable housing crisis, with very high rates of cost burden (over 40% of income spent on housing) and steep gaps between the high number of low-income renters (demand) and the low number of affordable and available units (supply). When low-income households spend large portions of their incomes on housing, they tend to forgo other needs such as healthcare. There is an **existing shortage of 11,270 affordable units** in Hillsborough County, and according to the Shimberg Center for Housing Studies, that shortage will increase to 42,415 affordable units by 2040 (accounting for growth). To simply close the existing gap, over 3,500 units affordable units per year will have to be constructed between now and 2025. **If the county only relies on the construction of subsidized units developed through programs funded by the county or the Florida Housing Finance Corporation, it will never meet the need for affordable units.**

While the data articulates a need for the lowest income residents, there is enough evidence to support the construction of affordable housing for moderate income households, which is commonly referred to as workforce housing. As new construction of both market rate and affordable housing becomes available, filtering can allow the increase in supply of “naturally occurring” affordable housing; however, if the population increasingly favors renting versus homeownership, the filtering down of older properties may not increase the supply for lower income households – moderate- and high-income households that choose not to purchase tend to occupy those filtered units. Other policies and programs must be explored to meet the county’s affordability needs.

5.0 Stakeholder Interviews

Interviews were conducted with community groups, developers of for-sale and for-rent affordable housing, affordable housing state agencies, and peer local governments to better understand the existing policy and procedures and how they are perceived by affordable housing stakeholders. The following sections are notes compiled from the interviews and meetings.

Community Groups

Wimauma Community

- Housing targeted for the workforce needs to include agricultural work.
- Awareness of who has access to housing and ensuring equitable outcomes is important.
- While Hillsborough County's density bonus program is targeted to the urban service area, there are additional tools for housing outside of this area, such as programs specific to farmworker housing, that can be a part of the County's overall approach to affordable housing.

University Area Community Development Corporation

- The current regulations for development are cumbersome; they need to be streamlined for affordable, attainable, and workforce housing to attract developers. In particular, setbacks and parking requirements are barriers; car ownership is limited in the University Area community, which may lessen the need for parking.
- With the serious and immediate need for housing, locational criteria might overly deprioritize areas from receiving housing because of a lack of a grocery store or something similar. Housing can be a starting point for communities that may not be able to meet locational criteria.
- The University Area has a lot of families; two- and three-bedroom housing is in demand. The need is not necessarily a question of the overall size, but the separation of rooms.
- There is interest in innovative building solutions, such as container homes and modular construction, so long as these techniques are meeting the need for safe, clean rooms.
- There is interest in increasing the affordability threshold that determines eligibility for the density bonus up to 120% AMI.
- Focus on missing middle housing, including accessory dwelling units (ADUs), duplexes, triplexes, cottage courts, townhouses, etc.
- There is a need for lot size flexibility and allowances for multiple buildings on a lot.

Affordable Housing Developers

Housing Trust Group

- Financing programs and regulations must balance several factors, including allowing creativity and yet still regulating; the need to facilitate production of an efficient number of units with quality/creativity without excessive profits to the developer.
- Regarding experience with form-based codes, building to the form-based code requirements in Bradenton was easy; it did not require variances.

- Funding for Low Income Housing Tax Credits:
 - Entities that buy the tax credits to provide equity are paying less than a dollar in equity funds for a dollar's worth of tax credits (typically in the vicinity of 90 cents to a dollar).
 - Gap funding can come from traditional banks, which have an incentive to invest due to the Community Reinvestment Act.
 - Gap funding also comes from State Apartment Incentive Loan (SAIL) funds. Recent SAIL funding requests in Hillsborough County along with the 4% tax credit were for, at a minimum, \$4 million, with an approximate average of \$6.5 million. These requests range for developments of 84 to 140 units.
 - A critical next step and something already occurring in some jurisdictions with more money available is local funding for soft debt, particularly to support use of 4% low-income housing tax credits that are less competitive and more available than the 9% credits. The recent fixing of the 4% rate in 2020 made these tax credits more attractive.
 - An example of a decent amount of soft funding to work with is \$2 to \$2.5 million; this can help fill a funding gap that might, for example, be \$6 million.
 - The County recently set aside \$4 million for housing for teachers; the County needs reasonable and tangible rules to apply for this money, and to ensure it's compliant with fair housing rules.
 - One hurdle in Hillsborough County is that the 9% tax credit requires a contribution from the local government of at least \$500,000 to be competitive based on Florida Housing Finance Corporation (FHFC) rules; the City of Tampa and Hillsborough County alternate in terms of providing this contribution to obtain the tax credit.
 - A way to maximize housing units is to try to capture funds that may apply anywhere in the state, for instance funding for people who are houseless and people with disabilities.
- Developers want certainty in the process; a clear run-down of options available provided in one place.
- There is a lot of discussion of Opportunity Zones, but use of these funding opportunities will not make or break a deal.
- There following are location-related factors considered in making a housing development deal, but the most important thing is making the deal work. For instance, if there are high impact fees, a developer might take a little less land, negotiate down utility fees, etc. There is not necessarily one set package a jurisdiction has to offer to attract deals.
 - Feeling positive about and liking a place
 - Department of Housing and Urban Development (HUD) rental rate limits – when comparing certain areas, they may have similar construction costs, but one area might have higher rent limits than another. It might be a difference of \$800 versus \$1000. Vouchers can also make a difference – there are project-based rent vouchers in addition to the main federal tenant-based voucher program; both are

offered through HUD. Securing a guaranteed rental amount can be helpful when seeking additional funding from other lenders such as banks.

- Impact fees – these fees can pose a hurdle. Making permit fees, impact fees, and utility connection fees clearer and more predictable would be very helpful.
- Avoid affordability periods in perpetuity; even 50-year affordability periods are long. There is too much uncertainty on future land use and development context and conditions.

Invictus

- Hillsborough County has done a great job of working hard to accommodate affordable housing projects and listening to sensible plans that respond to concerns.
- Hillsborough County would benefit from clearer development rules all in one place. For instance, one development deal required a workaround with the land seller to purchase more land than desired, then apply for the density bonus and release land back to the seller after the fact to meet the funding application deadline. A small-scale FLUM amendment might be another workaround.
- Ensure that County compliance and monitoring rules are not adding to existing requirements from funding sources.
- Long processes are also difficult. There is pressure from land sellers to move quickly so the land is not tied up with no deal. There's also the need to meet funding application deadlines (see point above). Six months is an informal limit for the development review/approval process. Invictus had a positive experience in Orlando with a process of less than 6 months and the approval rolled into the PD approval.
- The Housing Authority with large, planned developments often gets the 9% tax credit in Tampa. It can be easier to compete for the credit in the county.
- It would be helpful to have distinctions between planning within really urbanized parts of County and areas outside of that; there are very different development considerations for those two areas.
- Parking requirements can make housing much less affordable. It also increases the impervious surface when there is not always room for mitigation (e.g., stormwater pond). Affordable housing is often over-parked in urban areas. Senior housing can be easier in this regard since transit service can be provided with the project.
- There is a need to fill in gaps in transit service to support affordable housing. FHFC rules have requirements on stops and frequency. Perhaps there is a way to coordinate between the County, FHFC, and HART to get a commitment from HART for a transit stop on the condition that an affordable housing project is funded.
- On projects using Low-Income Housing Tax Credits: 4% tax credits are easier to get but are becoming more attractive with the fixing of the rate floor at 4% in 2020 and the availability of more soft funding from CARES Act and housing money in infrastructure bills. These credits have no limit but require a tax-exempt bond for at least 50% of project financing from the County Housing Finance Authority or the State. There is a bond volume cap for each state that is allocated between counties, and if a county doesn't use its bond

allocation, it goes back to the state pool. Florida is not near the cap, but Georgia has hit the cap due to its state tax credit matching program that matches the federal credits. There is advocacy to change the 50% project funding requirement to allow funding across more projects.

- Brownfield tax credits also make a difference.
- Invictus aims for mixed-income projects, but it depends on the project, requirements of other funding used (e.g., HOME), rent limits, etc.
- Reductions in impact fees are important, particularly since those must be paid up front; reductions need to be balanced with the jurisdiction's need for upfront capital money.
- However, the limited available of land that meets criteria at a price that works is a bigger limiting factor than a slow process. For multi-family development, you need at least five acres, usually five to ten acres for a project to work due to height restrictions, parking, stormwater requirements.
- A typical number of units to make a project work is 96-120 units; the amount may be influenced by funding caps.
- Summary of key recommendations:
 - Increase transit
 - Allow parking reductions
 - Streamline tree permitting requirements
 - Anything to make process faster; "expedited permitting" doesn't always deliver. A permit expeditor, as Orlando has, is helpful in this regard, as well as coordination across reviewing departments.

Vestcor

- Two developments are currently underway in the Brandon area in Hillsborough County:
 - A 230-unit development under construction
 - A 108-unit development in permitting
 - One is using the 4% LIHTC, the other a 9% LIHTC
 - Both properties had existing PDs without much to adjust, so that is how a re-zoning was avoided.
 - The bonus is not always needed in Hillsborough since allowances are adequate; density bonuses can generate pushback like a re-zoning if there is a hearing involved.
- Vestcor has worked throughout the state; most deals have had the zoning in place already. Projects requiring re-zoning typically have not worked out.
- The typical number of units to make a development work is 100; garden-style developments tends to yield more units than high-rise style; development costs are limiting. Vestcor has done some work in Jacksonville that required podium parking.
- Mimicking the 4% LIHTC criteria might be helpful if criteria is desired; these criteria tend to work better in more metropolitan areas. A one-mile distance requirement from transit is ample, so that would probably work well.
- Top 5 most important incentives:

- Impact fee waivers and assistance: school and transportation fees tend to be big.
- Parking reduction allowances: 1.2 to 1.3 spaces per unit is helpful, particularly near transit
- Expedited permitting could be helpful, but in practice has generally not helped much. The Orange County process worked well. A great target would be 60 days; estimated permitting for one of the Hillsborough projects is 7 to 8 months for a civil approval since there were hardly any adjustments to the existing PD. Vestcor uses a private plan reviewer that provides everything except fire; this may come with some discount on permitting fees, but those typically aren't high enough to pose a large barrier.
- Site availability: 2.5 acres is generally the lower limit for a development; Vestcor has done projects on smaller sites but in the dense Central Business District of Jacksonville where there were not as many regulations. A good target size is 3-5 acres. There are very few properties already zoned for multi-family of this size in the unincorporated county.

Habitat for Humanity

- Habitat for Humanity provides single-family homes for ownership at 80% AMI or below only, and some townhomes. Mortgages are typically \$750 to \$800 per month. Typical funding sources include:
 - Grants, including local grants like the State Housing Initiatives Partnership (SHIP) program funding
 - New Market Tax Credits
 - Sweat equity and in-kind donations
 - Sponsorships
 - HOME funds
 - Self-Help Homeownership Program (SHOP) funds
 - Housing Opportunity Program through FHFC
 - Federal Home Loan Bank Grants
- There was a prior issue at the County where qualifying occupants and monitoring could not take place unless through a formal subsidy since the department was only funded with administrative monies from the grants (so even if a developer was willing to provide all necessary information, the County still couldn't process it).
- Habitat for Humanity rarely uses a density bonus since they are often doing infill (where lots are small enough that they often do not accommodate another unit, even an ADU) and the organization is not trying to max out lots. However, they are working on developing some abandoned subdivisions, some of which are already platted. In one case the organization considered using an affordable housing density bonus to obtain additional units but went through a change to the PD instead that started as a Personal Appearance (PRS) that turned into a major modification process.

- A major barrier is obtaining land in a competitive market. If Habitat for Humanity pays more for land and has to sell homes at \$250,000, they have to then have a down payment assistance funding source.
- Recommendations:
 - Make the review and approval process faster. A good target for processing is 30 days. Have an ombudsman to shepherd proposals through all phases of the review and approval process, ensuring expedited permitting.
 - Address any gaps in the site design flexibility incentives in the code. For example, Habitat for Humanity had a corner lot in RSC-9 that could not take advantage of certain setback relief incentives in the affordable housing section of code since RSC-9 was not included. Changing the setback took five months. Additionally, through a rezoning they are undertaking, they are getting relief on the requirement that buffers and rear setbacks not overlap. Making relief more administrative would be helpful.
 - Determine an approach to provide impact fee waivers for schools (this incentive is already provided for parks, fire, and transportation impact fees through the affordable housing department).
 - Supplemental information from the LDC Sec. 40-61: *“Interest on school impact fees. Interest earned on school impact fees collected after November 1, 2006, may be used by the Board of County Commissioners to reimburse in part or in whole the amount of school impact fees paid for a development that incorporates at least 20 percent affordable housing. Nothing in this article shall be interpreted to require any particular reimbursement, but the Board of County Commissioners may establish a policy to use such interest in this manner. Interest from school impact fees may only be used to reimburse actual school impact fees paid and shall not be used for other purposes.”*

Icon Development

- Icon’s approach for Braden Cottages in Bradenton involved use of surplus public land with density bonus up to 15 units per acre.
- This project was Icon’s first experience with this style of housing and affordable housing; it was due to the form-based code that they got involved. Icon typically did big commercial real estate.
- The lots are 3,000 square feet instead of 5,000 square feet (due to the lack of stringent minimum lot size requirements)
- Multi-family development has to go through SWFWMD to meet 100-year storm requirements, which got triggered for Braden Cottages.
- Quality was emphasized:
 - Laminate wood floors with 25-year warranty
 - Standing seam steel roofs
 - LED lighting

- Very little maintenance required
- More of the homes (e.g., 25) cannot be completed at once if there is no bank financing.
- These homes are selling for \$189,900; closing costs are \$10,000. With an increase to the purchase price (\$192,000 to \$193,000), closing cost can be \$5,500 (about 3%).
- Icon had to re-educate financing folks on the housing type; the type used was a “site condominium,” recognized by the Federal Housing Administration (FHA) and HUD.
 - The owner owns both the lot and the home in the neighborhood
 - Anything that is not a residential lot is common space and owned cumulatively by a homeowner’s association
 - When buyers go through financing with FHA and HUD, “condominium” type can trigger fear of condominium financing rules; Icon had to do a lot of research and develop an educational approach to clear up the confusion on the financing.
 - These units are like a townhome but not connected. Areas where town homes are allowed would suit this approach, as long as there are not excessive requirements for single-family units (e.g., 5,000-square foot lot size minimums).
- This model does not have the stigma of affordable housing.
- It is worth the 10% profit.
- A similar example is the Hillsborough tiny homes.
- Actions that would help:
 - Tiered impact fees for small housing; waive impact fees for low impacts (de minimis exemptions)
 - Provide surplus parcels and more regularly update inventories of surplus parcels; governments need to move faster.

State Housing Agencies

Florida Housing Coalition

- As far as expedited permitting, it just needs to be faster than market-rate development to meet statutory requirements.
- Memorializing and tracking the bonus and other incentives:
 - It can be helpful for planning and housing departments of a local government to collaborate in implementing a bonus; for example, the housing department can help with tracking. City of Largo uses this approach and has regular communications between the planning and housing departments
 - Land Use Restriction Agreements are a good approach for memorializing the density bonus agreement; City of St. Petersburg is a good example.
 - A self-certification process might be used for non-profit developers to show they are meeting the intent and requirements of incentive programs. City of Orlando is trying to evaluate such a process.
- Eligibility criteria for incentives:
 - LIHTC locational criteria is a good start but can be burdensome.
 - Consider offering additional incentives for areas that are closest to amenities such as transit.

- Alternatively, you can exclude areas where housing is certainly not a good idea (e.g., heavy industrial areas that may be hazardous).
 - Ensure a long-term affordability period, such as 30 years.
- Aside from a density bonus, what are effective incentives?
 - One approach is to look at the most expensive provisions based on code and development requirements. Some areas have stricter design standards, some have higher impact fees, etc. that indicate what would be the most lucrative incentives.
 - Additionally, if infill development is a priority in the Urban Service Area, that can be reflected in the incentive structure. St. Petersburg reduced parking in certain neighborhoods for units of a certain size, which could be helpful in a situation that would require structured parking and offers a way to make the costs more affordable without a formal subsidy. It also helps with lower amount needed for land.
 - It's a good idea to retain important requirements, such as sidewalks.
- Other suggestions:
 - Make sure to engage with the Affordable Housing Advisory Board.
 - If builders are not already using the maximum allowed density, a density bonus will not be as effective. A local government could consider a density minimum in this case, but the developer always has the option to walk away. The cost of infrastructure is also important for a local government to consider in allowing low-density development.
 - A wastewater grant program recently passed in State legislation; in areas where there is a springs protection plan, it allows converting septic tanks to sewers. This change might offer a good opportunity to require affordable housing.

Florida Housing Finance Corporation (FHFC)

- Many of the programs administered by FHFC are responding to regulatory and statutory requirements, as well as input from the public and stakeholders to build consensus on those points that are not regulated/mandated.
- Regarding how 9% tax credit funding is balanced between the large counties, the balance responds to the University of Florida Shimberg Center's statewide rental needs analysis completed every three years, in accordance with mandates.
- Information on "Geographic Areas of Opportunity" and "high performing" census tracts: the goal of Local Government Areas of Opportunity is to manage the number of applications but also understand the objectives of the local government and allow some flexibility to meet those objectives. "High performing" census tracts are based on income, education, and employment based on American Community Survey data with the assumption that there will be proximity to needed services in these areas.
- Information on locational criteria used in programs administered by FHFC:
 - Regarding proximity requirements of programs administered by FHFC, the requirements are trying to balance the desire to get the best location for housing

but also the fact that adding factors can decrease flexibility and inflate land costs due to competition for spots and landholder inflation based on awareness of criteria priorities.

- FHFC got legislative authority to take the universal money pool and application and split those into multiple Request for Applications (RFAs), approximately 15 to 17 in an RFA cycle. This allows FHFC to target RFAs to focus on different needs identified on an annual basis (e.g., certain geographies, demographic groups, household types, etc.). It also helped manage competition between small non-profits and larger developers. The FHA in Florida does not get specific as some other state FHAs in terms of criteria, but this simply allows for more flexibility. This flexible aspect may be helpful to bear in mind in looking at program criteria from year to year (particularly if it is being used to inform less cyclical code criteria at the local level).
- In reviewing criteria for consideration at a local level, consider focusing on criteria for multi-family programs as opposed to the State Housing Initiatives Partnership (SHIP) program, the latter of which is more general in terms of uses for the money.
- Also note that specialized RFAs for certain types of housing (e.g., housing for families, elderly, homeless) will have different criteria from the general housing RFA. That is something to keep in mind when looking at these applications.
- Regarding requirement adjustments for proximity to certain facilities, the requirements have been adapted based on research of use of community resources. For example, libraries have ample resources virtually available now, which can affect the proximity factor. In Tallahassee, students can attend any school, which can also affect proximity considerations.
- Consider how to access expanded local funding through the federal CARES Act and American Rescue Plan. These funds have added \$10 million in federal HOME funds for Hillsborough (relative to \$2.7 million before). Other federal funds also saw influxes. Some funds must be spent in 4 to 5 years, others in 10 years. For example: HOME funds must be obligated in 4 years but spent in 9 years. It is an opportunity to see how this short-term influx of federal money can be used for longer term impact post-COVID. Some funds also have flexibility on their COVID-relatedness in terms of how money is spent.

Peer Government Outreach

Several peer local governments were interviewed as a part of the outreach and research for this project. The format of the interviews allowed the participants to share information freely and not necessarily in strict formatting with the questions, allowing for the best possible exchange of information. Below are the general questions that were sent ahead of the meeting to each interview participant. Following are the notes taken from each interview.

1. Density Bonus for affordable or workforce housing – if available
2. Is the bonus by-right or awarded on a case-by-case basis in a public hearing?
3. If done by public hearing, what kind of application is it? A rezoning? A conditional use? Just a site plan?

4. How long does the process take from start to finish? (Either administratively or by hearing)
5. What are the criteria for award?
6. Do you limit them to certain geographies or FLUM categories?
7. What is the formula for awarding the bonus (example – one market-rate unit for one affordable unit? Or do you only award bonuses to projects that are 100% affordable?) If mixed-income: What percentage of the units are required to be affordable?
8. How long do the units have to remain affordable?
9. How is it memorialized?
10. What are the developer's annual reporting requirements? (If any)
11. What other incentives do you offer, and which ones have proven to be most effective?
12. How many affordable units have been constructed since you adopted your program?

Broward County

- The latest amendment to the Broward County Land Use Plan (BCLUP) density bonus took effect in April and included increased bonus allowances and removal of a transportation-related requirement. There had been a couple updates prior, but the bonus has not really been used.
- There is some interest from developers using affordable housing tax credits and smaller developers interested in redeveloping commerce lands.
- No local plan amendment is required to make use of the bonus; a local government can make use of the provisions without adopting them in their local land use plan. Administrative review for unincorporated County.
- Annual reporting is not required, just a deed restriction.
- There are impact fee incentives for housing and any parking/setback waivers are contained in the local Land Development Codes (there is no countywide policy on these points). The Broward Planning Council will review Land Development Code amendments on certain aspects that may have a countywide impact.

City of Ft. Lauderdale

- Mention of annual affidavits and internal tracking as adding to timing for processing projects
- Mention of deed restrictions and agreements used
- Pivoted away from inclusionary zoning to focus on incentives once 7103 was passed
- Adjustments to Northwest Regional Activity Center (NWRAC), South Regional Activity Center (SRAC) – set-asides, etc.
- 30-year deed restrictions are typically being used to match County standards

- Option for City Commission “call-up” for projects based on the administrative review report; in other words, not everything has to go through approval – City Commission has 30 days to call up a project for review or it’s automatically approved. This saves 2-3 months on the project timeline. Staff noted that LIHTC projects are more competitive without conditional approval.
- Flex unit rule adjustments: Two market-rate units per affordable unit provided, not to exceed 30% of underlying density. This allowance was kept low to remain at a more manageable scale since this applies in areas with lower surrounding residential density.
- Uptown area – higher incentives allowing a doubling of density since staff wants to focus on added density here.
- BCLUP: allows housing in certain commercial areas if units are affordable housing; municipalities can adopt PCT 20-4, but City is looking at capping the number of small units; 10% commercial requirement viewed as too high.
- City is looking to Palm Beach County as an example.

Miami-Dade County

- 33-193.7(B): Individual single-family or duplex lot may be approved through the regular permit process. Administrative Site Plan Review (ASPR) is not required but recommended. However, a Pre-Permit Submittal Review (PPSR) is required. Must meet intensity standards.
- Larger variance allowances for smaller projects.
- Bonus program not just for workforce housing but open to all housing programs in the County (including affordable housing).
- Monitoring and restriction in use in the covenant/declaration of restriction.
- Housing Department would track the unit outcomes.
- Approval process: Zoning staff does their review of architectural plans and provides a letter with conditions for approval (e.g., payment of in-lieu fee, declaration of restriction); then the application with letter goes to permitting. Some applicants do this for platting where lot reductions are allowed (RU1).
- Expedited review process is seven days.
- There are parking reduction allowances through the code for Urban Center Districts (can get down to zero if a development is near premium transit), but parking is tight; in areas requiring Board of County Commission review and allowing most density (500 units per acre [UPA]), the parking is at least one space per unit.

City of Orlando

- Prior to 2018, no one applied for density bonuses because projects were required to be mixed-use.
- Code changed in 2018, allowing for the affordable units to be one of the uses. Multifamily is for the other. Original intent was so that projects had income diversity and not a

concentration of poverty. But they are considering changes based on Florida housing requirements and different funding source requirements.

- Their certified affordable process is administratively approved. Projects that require a master plan get one hearing at the planning commission level and one city council.
- The two projects that were approved since 2018 have not yet been built. One was challenged in court by the neighboring property owner which is pending and the other one has changed hands to another affordable developer. Both were planned developments because they needed various design waivers. One was already a PD and had to be amended anyway. Affordable housing is not required to be a planned development, it just worked out that way.
- There are 2 density bonuses: one that was formerly mixed-use and another for low and very low-income housing.
 - The former requires 10% of the development be a use other than affordable housing (can be 10% unrestricted market rate).
 - The latter includes an in-lieu fee option at 2% of construction costs; doesn't offer a lot of density. It is not used very much.
- There was a legal question of whether the definition of uses in the higher density bonus that hinged on affordability might ultimately lead to nonconforming uses when the affordability expired. The City has decided that this is not an issue requiring action to address.
- 5% parking reduction is allowed for affordable housing.
- Certified affordable housing pertains to housing that serves 0-120% AMI; this letter is required to qualify for the incentives, density bonus. This letter also typically requires a full pro forma; financial feasibility is a key review criterion.
- The certification relies on covenant and monitoring requirements of subsidies, but City has done covenants or other tools if necessary (e.g. second mortgage).
- The City is in the process of trying to update the certification process to waive the subsidy requirement to accommodate nonprofits like Habitat for Humanity:
 - Nonprofits
 - Affordable housing is in their mission
 - Good track record on providing housing
- The City has a designated "Housing Expeditor" who leads a project all the way through the review process; much of the review happening at building permit level, but the expeditor tries to foresee early on where problems may arise.
- There is an updated list of available incentives.

Palm Beach County

- The Workforce Housing Program (WHP) bonus up to 50% (for units serving incomes at 60% AMI and above) goes through an administrative/site plan review approval process; these projects may have to obtain approval from the Board of County Commissioners due to size or other issues not related to Workforce Housing (WFH).
- A WFH bonus of more than 50% requires a public hearing approval.

- The Affordable Housing Program (AHP) has not seen a lot of activity. There is a lot of suburban land in the County at around 12 UPA; a lot of projects are looking for 20-30 UPA allowances. The Community Land Trust of Palm Beach County has had 2 developments use this bonus with about 52 affordable units between them; a couple other developments tried to use the bonus but did not secure the funding they needed. Information was not readily available from staff about whether these projects were seeking LIHTCs.
- The County started the WHP in 2006 and revised it in 2010 and 2019. The County used to do a pre-application for projects but removed that; the County put in criteria for project rating (see Code criteria). The 2010 and 2019 adjustments responded to market conditions: scaling back workforce unit requirements when the market was down and scaling them back up when the market was up.
- The County has worked closely with representatives of industry, including for-profit and workforce builders.
- The flexibility of the program allows for developments to get through the process. Options discussed include the following:
 - The County is evaluating over 3 years a new transfer of obligation program: one developer pays another to provide the necessary income-restricted units.
 - The in-lieu fee has accounted for around 20% of the obligations.
 - Only 1 developer has tried to pursue the land donation option, but it did not work out.
- The County also has a Transfer of Development Rights bank to provide additional workforce units that can supplement the number of units in a workforce development.
- Covenants break down units by affordability level, and there is annual follow-up with owners. On for-sale units, County checks if the owner is still in the unit. If the unit is sold before the 15-year affordability period, the income restriction is regulated through the covenant during the sale. The subsidy would be paid back if income thresholds were exceeded.
- Regarding targets, the County is generally just trying to make progress on closing the need gap based on housing shortage calculations.

Pinellas County

Some background information:

- The Affordable Housing Development (AHD) bonus is described in the comprehensive plan FLUE.
 - See FLUE Policies 1.2.9 – 1.2.12
 - See also Housing Policy 1.2.4
 - AHD can be found in Land Development Code section – 138-3211
 - The maximum AHD bonus is 50%.
1. Is the bonus by-right or awarded on a case-by-case basis in a public hearing?
 - They are awarded on a case-by-case basis.

- AHD are included in the table of uses – Table 138-355. Within the table, the AHDs are either allowed by right (Type 1 Review) or require a public hearing at the Board of Adjustments and Appeals (Type 2). The BOAA hearing is required in single-family zoning districts, low-intensity commercial zoning, and industrial planned development zoning.
 - We are currently in the process of adopting a form-based code for Downtown Palm Harbor. Once that is adopted, AHD approvals will be administrative only (no public hearings).
2. If done by public hearing, what kind of application is it? A rezoning? A conditional use? Just a site plan?
 - See response above.
 3. What is the criterion for award?
 - Detailed criteria related to Community Development are described in more detail under #5 below.
 - The Planning Division conducts a review of AHD applications to ensure consistency with the comprehensive plan criteria under FLUE Policies 1.2.9 – 1.2.12
 4. Do you limit them to certain geographies or FLUM categories?
 - As noted above, the AHD bonus is limited to certain zoning categories as demonstrated in the use table.
 5. What is the formula for awarding the bonus (example – one market-rate unit for one affordable unit? Or do you only award bonuses to projects that are 100% affordable?) If mixed-income: What percentage of the units are required to be affordable?
 - Rental projects eligible for the bonus must have 20% of the total units at/below 60% AMI
 - Owner projects eligible for the bonus must have 20% of the total units at/below 80% AMI
 6. How long do the units have to remain affordable?
 - Minimum 15 years
 7. How is it memorialized?
 - Land use restriction agreement (LURA)
 8. What are the developer's annual reporting requirements? (If any)
 - Owners must report on affordability on an annual basis. Community Development has staff assigned to managing the AHD projects and ensuring that reporting is completed.
 9. What other incentives do you offer, and which ones have proven to be most effective?
 - Expedited permit processing
 - Review fee relief
 - Reduced parking requirements
 - Zero lot line
 - Street design modifications

- Donation of publicly owned land
- Helping Identify qualified buyers/renters
- Allowing for housing in commercial zones
- Typically, more than one incentive is required with an AHD. We do have detailed tracking on incentives other than the density bonus. I can say that in my limited experience parking reductions have been a common request as well.

10. How many affordable units have been constructed since you adopted your program?

- The program has yielded over 150 affordable units.
- NOTE – many AHD projects also receive other housing funding as well (SHIP, Housing Trust Fund, etc.).

Other Notes:

- The County is looking to update rules next year; Forward Pinellas may also look into identifying suitable industrial lands for housing based on State legislation that passed last year.
- Review currently based on criteria in Comprehensive Plan, but that may be part of what is re-evaluated.
- Some areas may be interested in retaining a hearing for approval.
- The Pinellas County density bonus has a 50% cap with no countywide cap; there is not a lot of push to go more than that. Minimum of 20% set-aside or 30% if the County has the land.
- There is annual certification due to County funding typically being involved in projects; all the applicable County money is combined for these purposes (SHIP, Penny for Pinellas sales tax money set aside for housing). The County uses rolling applications for the funding program to remain nimble with the provision of funds. This program is producing some mixed-income projects.
- The County is buying property to put it into a land trust to support long-term housing affordability (in perpetuity); typically, the County buys and holds land in trust for a housing deal brought to its attention.
- There are additional incentives such as parking waivers and site design flexibility. Parking reductions are based on a study showing lower demand for parking.

Manatee County

- 2016 was the year of the first Affordable Housing Advisory Committee (AHAC) report that included recommendations to update the Land Development Code, including adding a density bonus; there was a desire for doubling density for affordable housing, but the Code was not set up to permit that.
- The County implemented special zoning categories to take advantage of the density bonus through a re-zoning process. This rezoning process was meant to save time, save money, and provide more clarity in the process when compared to the typical PD process that many developments use in Manatee. For example, the PD process takes around 9

months, whereas a rezoning takes around 6 months. The bonus density is memorialized through a LURA.

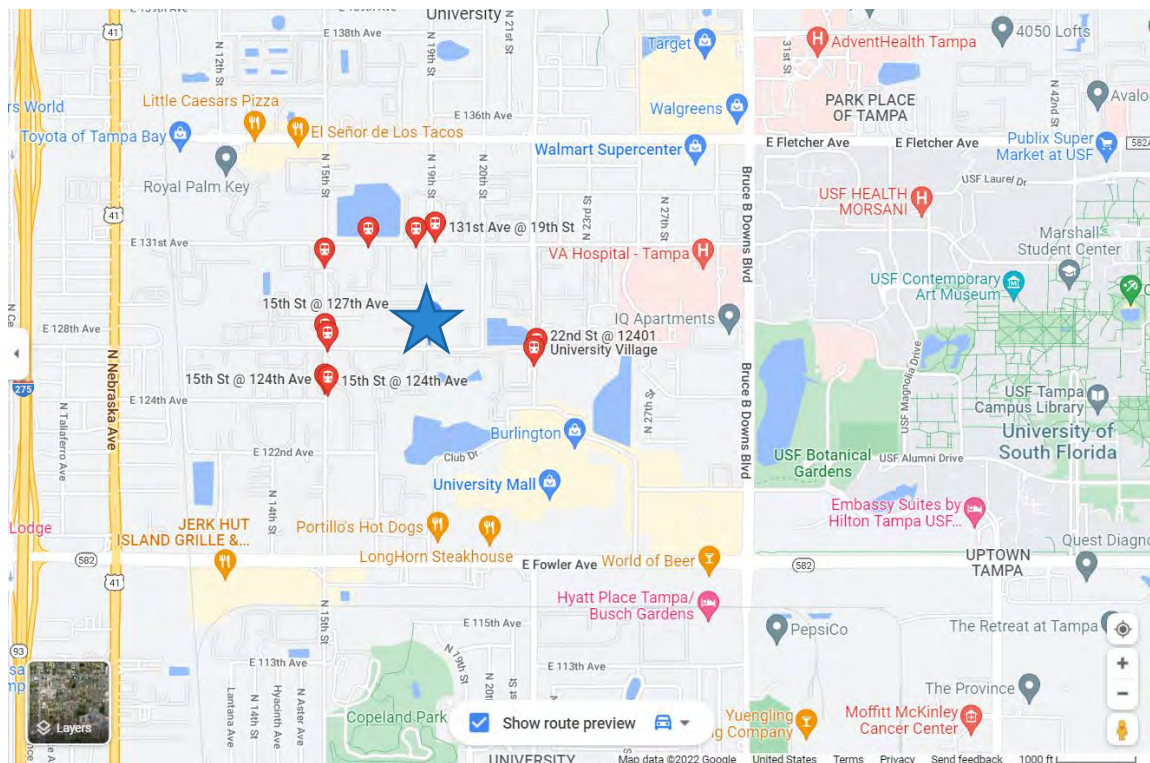
- In the 3 years since this density bonus was put in place, 9 affordable housing projects have been approved, and none have taken advantage of the density bonus. Developers have mainly just asked for what they wanted through PD zoning; two projects did rezonings without the added density since existing allowance worked for them (they were limited by stormwater requirements). The rezoning also requires approving a maximum density that is not necessarily what the project will use, but what will officially be on the books if a project falls through and another comes in after.
- Manatee County has trouble getting to 12-16 UPA, even though other counties see much greater densities.
- Livable Manatee allows for impact fee incentives up to \$500,000 for a 25% minimum set-aside of affordable units. The County saw more interest in affordable housing projects after this program was implemented. Livable Manatee is supplemented with TIF dollars, and TIF also helps with utilities. There is an incentive option for subdivisions up for approval on June 8th. This set-aside is memorialized through a LURA before final site plan approval. Multi-family development must be within ¼-mile of transit. For the subdivision, the LURA is applied to the entire parcel and then the restriction is released on the market-rate units. Legal counsel for the County had an issue with allowing the restriction to run with the land due to enforceability.
- The affordability period in the homeownership program is 10-years at 120% AMI and below, based on the smaller subsidy typically provided (\$20,000). The rental program has longer affordability periods ranging from 15 to 25 years based on subsidy levels.
- For LIHTC projects that tend to be 100% affordable, only a portion of the project is incentivized and tracked.
- The County is also looking at using TIF dollars to support down payment assistance due to declining homeownership rates in certain areas; parking ratios and a potential Community Land Trust project have also been discussed.
- There has been some discussion on how Comprehensive Plan amendments allow for more density but are not tied to any affordable housing requirements.
- For units the County is tracking through its subsidy programs, 1,000 units have been generated. [Note: Livable Manatee program was adopted in 2017]. Two developments are completed, one is under construction, and the rest are not yet in construction phase.
- There was some discussion on the number of affordable housing projects in Manatee relative to other counties. Manatee was considered a “Difficult to Build” area under LIHTC which may have generated more interest.

6.0 Scenario Testing

Proof of Concept Plan

The below proof-of concept plan is based on aggregated parcels in the University Area Community Planning Area. The current Future Land Use designation of the site is Res-20 (20 units per acre). This infill site consists of 7 county-owned surplus parcels deemed by the Board of County Commissioners as “appropriate for affordable housing” as well as two privately owned parcels. The site is currently vacant with the exception of one structure on the southeast corner of the property. The combined sites are bounded by 19th Street on the east, 127th Avenue on the south, Lockey Lane on the west and a multifamily project to the north. The site is within walking distance to the VA Hospital and the University Mall as well as multiple transit routes.

Figure 6-1: Conceptual Project Site



★ Project Site

Entitlement History

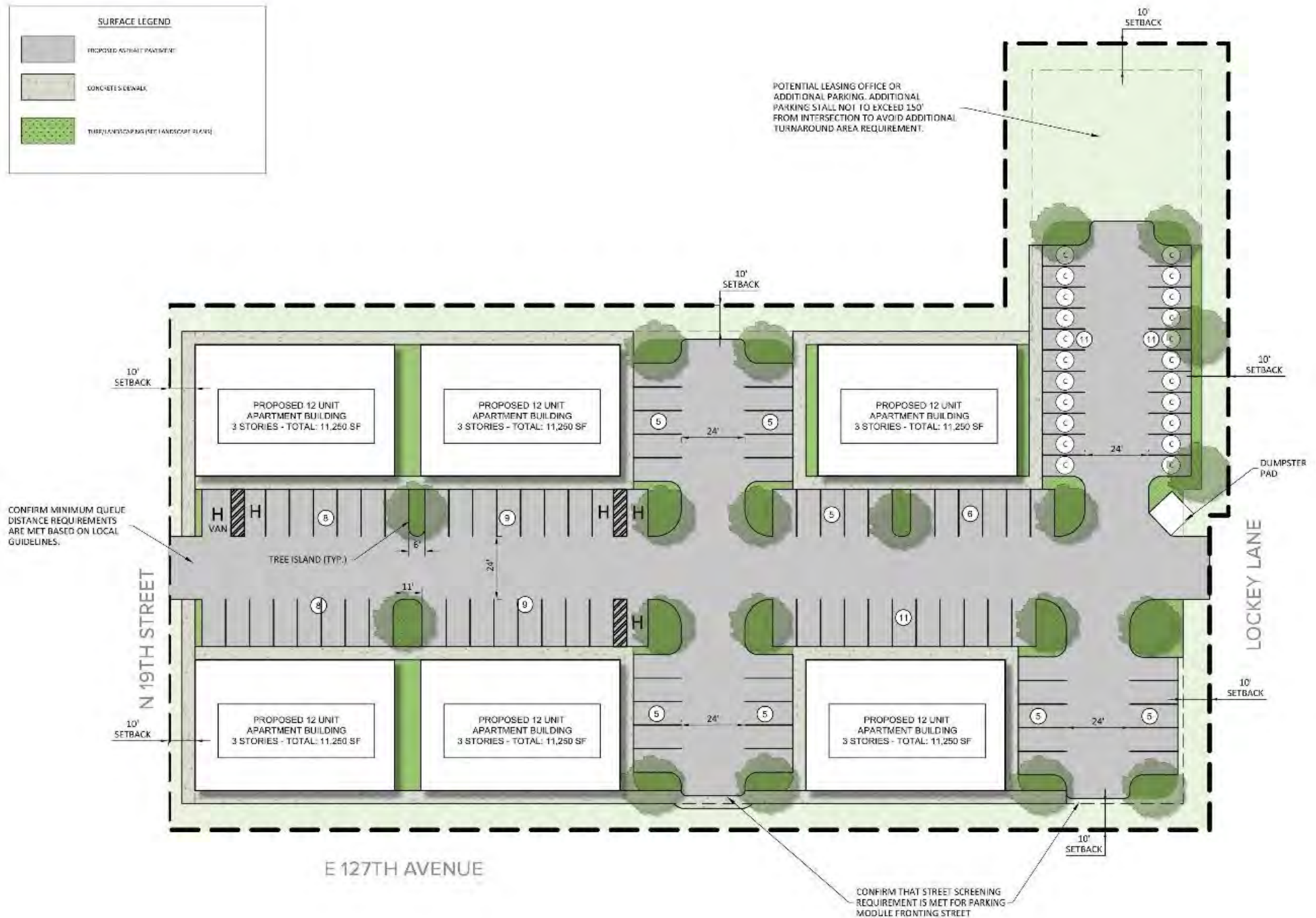
PD 18-0574 UA

In 2018, Catholic Charities, with the permission of Hillsborough County to act as the applicant for the county-owned surplus parcels portion of the project, submitted an application for a Planned Development for affordable housing with a density bonus and parking reduction. Under the current Res-20 category with density bonus, the site would be

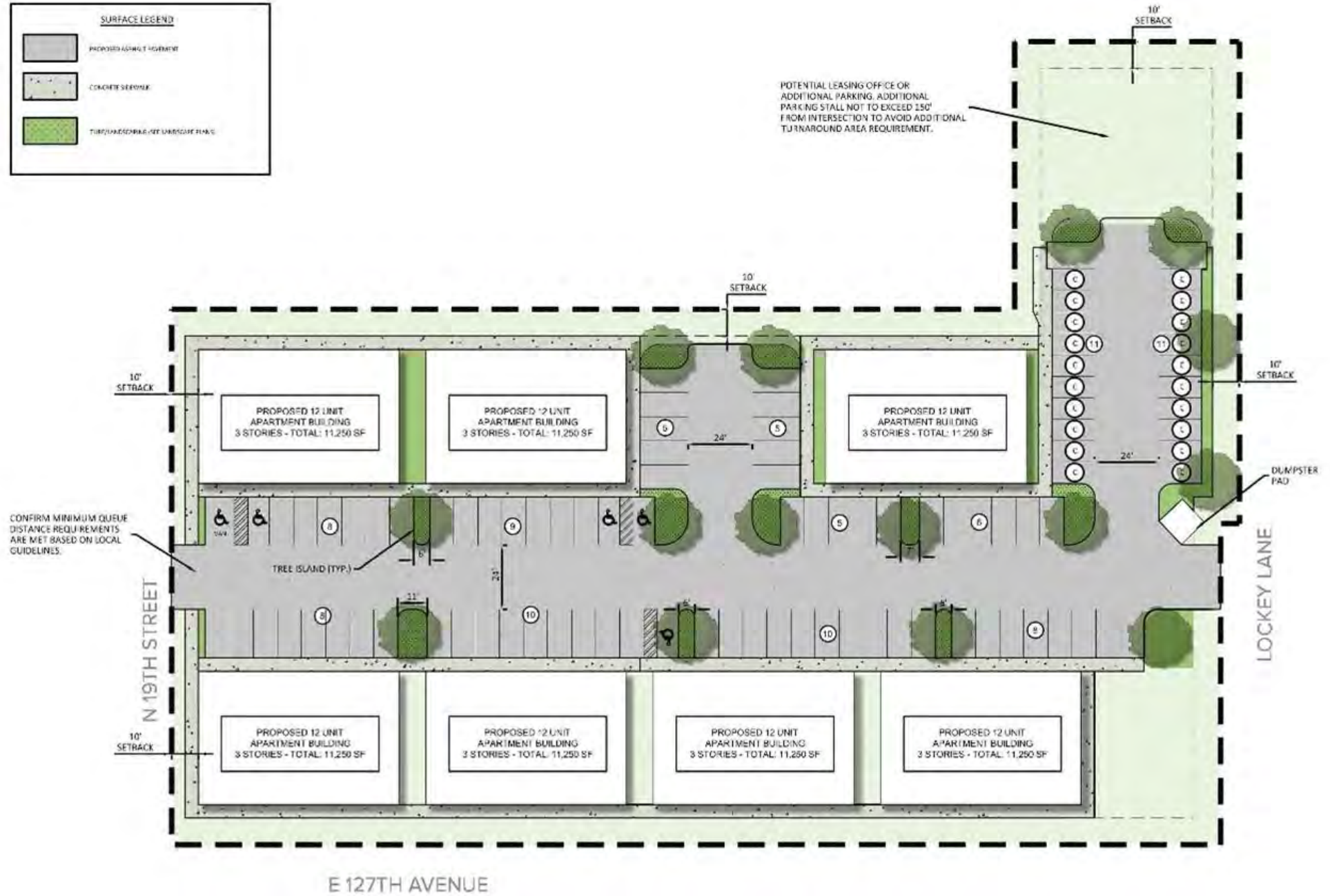
SITE PLAN

Figure 6-3: Conceptual Site Plan A

72 One-bedroom units with 1.5 parking spaces per unit



84 One-bedroom units with 1 parking space per unit



A built example of this building type is in the Hawthorne neighborhood in Philadelphia, Pennsylvania. The project was a Hope VI project and is owned by the Philadelphia Housing Authority. It fits in with the historic fabric and architecture of the neighborhood with its compact site layout traditional red-brick façade. The project was designed by Torti Gallas and Partners and is featured in the book [Increments of Neighborhood: A Compendium of Built Types for Walkable and Vibrant Communities](#), published by ORO Editions in 2020. It is a perfect example of newly constructed context-sensitive missing middle housing in an historic neighborhood

Figure 6-5: Concept Plan Real Life Application, Philadelphia



7.0 Final Recommendations

Land Development Code Amendments

Definitions

Affordable Housing: A dwelling unit which is available at a cost not exceeding 30 percent of a household's income at or below 120% of the Tampa/St. Petersburg/Clearwater Metropolitan Statistical Area (MSA) Area Median Income (AMI) consistent with the annually adjusted Department of Housing and Urban Development (HUD) income guidelines, adjusted for household size. Owner occupied housing costs include principal, interest, insurance, and property taxes. Rental housing costs include the contract rent.

~~Housing which is available at a price or rent not exceeding 30 percent of a low income household's gross income. Owner occupied housing costs include principal, interest, insurance, and property taxes. Rental housing costs include the contract rent. Low income household is defined as a household with gross income which is at or below 80 percent of median income adjusted for family size, consistent with annually adjusted Department of Housing and Urban Development income guidelines.~~

Affordable Housing Development: A development ~~where 20 percent or more of the affordable housing projects are granted density bonuses or certain relaxed site development standards is available to these~~ and where documentation of affordability and continued availability ~~has~~ yes been certified ~~by site review conducted~~ by the Administrator. Planning and Growth Management Department.

Sec. 6.01.02. Schedule of Residential Density and Open Space Regulations for Affordable Housing ~~and~~ Developments

District	Maximum Gross Density ¹	Minimum Open Space	<u>Minimum Site Area</u>	Minimum Lot Area ²⁺
AM	.05	.92	80 ac.	43,560
	.05	.97	80 ac.	7,000
A	.10	.85	40 ac.	43,560
	.10	.94	40 ac.	7,000
AR	.20	.40	20 ac.	43,560
	.20	.70	20 ac.	7,000
AS-0.4	.40	.35	15 ac.	43,560
	.40	.50	15 ac.	7,000
AS-1	1.00	.30	10 ac.	7,000
ASC-1	1.00	.30	10 ac.	7,000
RSC-2	2.00	.30	5 ac.	5,000
RSC-3	3.00	.30	5 ac.	5,000
RSC-4	4.00	.25	2 ac.	3,600

RSC-6	6.00	.20	1 ae.	2,400
RSC-9	9.00	.20	1 ae.	2,000
RSC-10	10.00	.20	1 ae.	2,000
RMC-6	6.00	.20	1 ae.	2,400
RMC-9	9.00	.20	1 ae.	2,000

¹ Does not include any density bonuses that may be awarded pursuant to the comprehensive plan

²⁺The type of wastewater treatment facility used shall be required pursuant to 6.01.06 of the Land Development Code.

The Table in this Section is established to allow smaller lot sizes and, thus, a potentially greater number of residential units for developments which seek to promote affordable housing. The following is an example of how the Table works.

For a ten-acre tract zoned RSC-6, the maximum density permitted is six dwelling units per acre. The maximum number of 7,000 square foot lots for the ten-acre parcel would realistically be approximately 50 units, given internal streets, drainage facilities and other required site improvements. If a developer desired to maximize the development of the site while providing affordable housing units, then by using the Table above, 2,400 square foot lots would be permitted in the RSC-6 district allowing for the maximum 60 lots on the ten-acre parcel to be accomplished. This example assumes the necessary site specific infrastructure improvements are in place.

These developments are exempt from the minimum standards in 6.01.01, Schedule of Residential Area, Height, Bulk and Placement Regulations. The developer may use any dwelling unit type in accordance with the criteria established in Section 6.11.06 (Affordable Housing Development).

Sec. 6.11.07-- Affordable Housing Development

A. General Standards

1. Affordable housing development, as defined in Article XII, shall be reviewed by the County Administrator or their designee to determine if it is affordable. That review shall require the following affirmative findings by staff:
 2. The development shall have 20 percent or more of the dwelling units available to households with gross incomes at or below 120% 80 percent of the area median income adjusted for household family-size, consistent with annually adjusted Department of Housing and Urban Development income guidelines.
 - ~~3.- Affordability shall be based on gross family income being below 80 percent of median income adjusted for family size.~~

B. Standards for Affordable Housing Developments Standards

To take advantage of the increased flexibility provided affordable housing developments projects the following development standards shall apply:

1. The development may contain any of the following building types. The development shall use single family detached dwelling units where the minimum lot size is 7,000 square feet or more. Where the minimum lot size is less than 7,000 square feet, then Ssingle family detached, single family- attached, zero lot line, duplex, triplex, quadruplex, townhouse or multi-family units shall be permitted.

2. ~~For developments on lots of 5,000 square feet or more, the standard district setbacks shall apply. The following building setbacks shall apply:~~

<u>Front</u>	<u>Secondary Front</u>	<u>Side</u>	<u>Rear</u>
<u>10'</u>	<u>10'</u>	<u>5'</u>	<u>10'</u>

3. ~~For development on lots of less than 5,000 square feet a minimum ten-foot front yard setback shall be maintained, except that garages shall be set back a minimum of 20 feet. There shall be a minimum building spacing of ten feet. There shall be a minimum 20-foot rear yard setback.~~

4. ~~The minimum building setback from adjoining residential parcels shall be equal to the largest yard setback (front, rear, or side) required by the zoning of the adjoining property.~~

5. ~~The minimum lot size or area per dwelling unit shall meet the requirements of 6.01.02 Schedule of Residential Density and Open Space Regulations for Affordable Housing Development except as otherwise provided in this Code.~~

6. ~~The development may use single family detached, single family zero lot line, duplex, triplex, quadraplex, atrium, townhouse or multi-family units.~~

37. In no case shall the administrative review consider the funding source of the project, or involve the appropriateness of the affordable housing unit to the neighborhood's character.

C. Density Bonus

1. The BOCC may approve density and floor area ratio bonuses for affordable housing developments through a Planned Development rezoning if it ~~If an affordable housing project is proposed as a site planned controlled zoning and meets the affordable housing qualifying criteria established herein listed above and as established in the Comprehensive Plan, and as further qualified below (project plan), the project may receive affordable housing density and/or FAR bonuses.~~ The increases in density and/or intensity which may be achieved are established in the Housing Element of the Comprehensive Plan under Affordable Housing Bonuses. Planned Developments ~~Such site planned controlled projects~~ shall establish specific lot sizes, setbacks and dwelling unit types and shall be exempt from meeting the standard district setback requirements. ~~However, the minimum setback standards established above for development on less than 5,000 square foot lots shall apply.~~

2. ~~The project receiving the density bonus shall meet the requirements in the Housing Element of the Comprehensive Plan and the following criteria: To further clarify the qualifying criteria established within the Comprehensive Plan for the Project Plan option, the specific Comprehensive Plan criteria is first listed and then the terminology is defined as follows:~~

a. The units must remain affordable for a minimum of 15 years.

~~b. The project shall have access to a public street. The surrounding area must be fully or partially developed and contain in-place infrastructure and public facilities which will meet the public facilities and service needs of existing and proposed residential development. A distance of three miles shall be used to define the surrounding area.~~

~~c. The project shall be wholly located within the Urban Service Area. The surrounding area must contain two or more of the following conditions warranting the repair or rehabilitation of existing housing, and/or development of additional affordable housing units. A distance of one mile shall be used to define the surrounding area.~~

~~d. 20% of the units shall be affordable in order to qualify for the bonus. Half of the minimum required number of units shall be set aside for households earning 80% or less AMI, adjusted for household size.~~

~~e. Evidence that existing resident households of very low, low, and/or moderate income comprise a reasonable percentage of the total existing neighborhood population, along with evidence of need, on the part of some of these households, for affordable housing assistance. A 20 percent minimum shall be used to define a reasonable percentage. A 20 percent minimum shall be used to define the term some.~~

~~f. The subject area is close to a significant economic development project which will provide employment opportunities for proposed project residents. A distance of three miles shall be used to define the term close. A significant economic development project shall represent a compact employment center which may contain any grouping of nonresidential uses which provides a minimum of 200 jobs.~~

~~g. Mass transit services must be available within a reasonable distance of the project site. A distance of one mile shall be used to define a reasonable distance.~~

3. Density Bonuses can be awarded to previously-approved Planned Developments through the Minor Modification process

D. Redevelopment of Mobile Home Parks

1. Where mobile home parks in the Urban Service Area have lawfully permitted densities that exceed the density permitted by the Comprehensive Plan Future Land Use Element, such parks may be redeveloped with affordable housing at the same density with any housing type pursuant to the requirements of this Section and connection to public water and wastewater services. Such projects shall be exempt from the Density Bonus qualifying criteria ~~stated above.~~

Sec. 5.03.07. - Changes to approved PD districts

B. Changes to Approved PD Site Plans

2. Minor Modification

o. Density Bonuses for affordable housing developments for projects that are currently permitted residential uses.

Development Review Procedures Manual Amendments

Sec.4.1.3.2. - Affordable Housing Development Supplemental Information

In addition to the required information for conditional uses listed in Section 4.1.3, applications for affordable housing developments as defined in Article XII projects shall include the following supplemental information:

1. Documentation that the affordable housing development projects meets the affordability requirements of LDC Section 6.11.07 and shall remain affordable for a minimum of 15 years.

Comprehensive Plan Amendments

Definition - Affordable Housing: Housing which is available at a cost not exceeding 30 percent of a household's income at or below 120% of the Tampa/St. Petersburg/Clearwater Metropolitan Statistical Area (MSA) Area Median Income (AMI) consistent with the Department of Housing and Urban Development (HUD) income guidelines, adjusted for household size. Owner occupied housing costs include principal, interest, insurance, and property taxes. Rental housing costs include the contract rent.

Housing Element

Policy 3.6.1: Density bonuses will be utilized as an incentive to encourage the development of more affordable housing. The ~~these~~ density bonuses are outlined in Table 31.~~below.~~

The maximum level of residential density and/or the maximum retail commercial Floor Area Ratio (FAR) permitted in each land use category may be increased, with project specific approval by the Board of County Commissioners and without requiring a plan amendment, when the purpose for the increase is to provide moderate, low, or very low, or extremely low income affordable housing. Such an increase in density and/or Floor Area Ratio shall be part of an official request to rezone the subject parcel to a site plan controlled zoning district. A minimum of 20% of the units must be affordable in order to be eligible for the bonus. ~~There are three distinct bonuses for the supply of affordable housing.~~ The maximum increase in density and/or Floor Area Ratio in each category bonus is illustrated in Table 31 below. The bonus does not change the Future Land Use Category. Transit proximity is measured from

the—the closest building line containing the affordable units measured to the right of way where the transit line runs. . is subject to the following table:

TABLE 31 - TABLE OF ALLOWABLE DENSITY AND INTENSITY INCREASES FOR THE PROVISION OF AFFORDABLE HOUSING*

Future Land Use Category	<u>Base Existing</u> Max. DU/Acre	<u>BaseExisting</u> max. FAR	Density Bonus Max DU/Acre** <u>with no transit proximity</u>	FAR Bonus Max Far*	<u>Density Bonus within a half mile of transit line**</u> (Note: County to change to Bus Emphasis Corridor if adopted with transportation element)
RES-4	4	.25	6*	.35	<u>10</u>
RES-6	6	.25	9	.35	<u>12</u>
RES-9	9	.35	12	.50	<u>18</u>
RES-12	12	.35	16	.50	<u>24</u>
RES-16	16	.35 <u>(.5 Office)</u>	20	.50	<u>32</u>
RES-20	20	.35 <u>(.75 Office)</u>	30	.50 <u>(.75 office)</u>	<u>40</u>
OC-20	20	.35 <u>(.75 Office)</u>	30	.50 <u>(.75 office)</u>	<u>40</u>
NMU-4	4	<u>.35 .25 (.35)***</u>	6*	.35	<u>10</u>
SMU-6	6	<u>.35 .25 (.35)***</u>	9	.50	<u>12</u>
CMU-12	12	.50	20	.75	<u>24</u>
RES-35	35	.75	50	1.00	<u>70</u>
UMU-20	20	1.0	30	2.00	<u>40</u>
RMU-35	35	2.0	50	n/a	<u>70</u>
ICMU-35	35	2.0	50	n/a	<u>70</u>

* The density bonus in the RES 4 category is not available for the Affordable Housing Infill Density Bonus option.

*** The intensity allows for development in the Urban Service Area.

*Floor Area Ratio (FAR) is calculated for the non-residential portions of the project only; it may not be used as a substitute for the residential density. Density and FAR are ~~may be~~ calculated on the gross area of the project.

** In cases where the affordable units result in a fraction of a unit, then the number shall be rounded up to the next whole number. Distance from transit line is measured from edge of the right-of-way where the line runs to the building where the affordable units are located. The maximum may not be able to be achieved due to site constraints and land development code requirements.

Project Design Plan Density Bonus

~~1. Project Design Plan Density Bonus shall be a component of an approved, comprehensive “project design plan” which specifies the visual appearance, size, location, development costs, and sales or rental price of the residential units proposed to be built in the project. In addition, such a “project design plan” will address how the project meets the criteria listed below, provide a financial justification for the requested increase in density and/or Floor Area Ratio, and provide a listing and description of any project amenities or other planned improvements to the parcel that will enhance the project and its surrounding area.~~

~~In order to qualify for use of the Project Design Plan Density Bonus, the site shall adhere to the following criteria:~~

~~A. The area shall be in one of the residential or commercial land use categories allowing 4 or more dwelling units to the acre.~~

~~B. The surrounding area must be fully or partially developed and contain in-place infrastructure and public facilities which will meet the public facilities and service needs of existing and proposed residential development.~~

~~C. The surrounding area must contain two or more of the following conditions warranting the repair or rehabilitation of existing housing, and/or development of additional affordable housing units:~~

~~(1) Evidence of existing substandard housing stock in need of rehabilitation, and/or demolition and replacement of units. Such conditions should be sufficient to represent a detriment to the maintenance and stable value of adjacent properties.~~

~~(2) Evidence that existing resident households of very low, low, and/or moderate income comprise a reasonable percentage of the total existing neighborhood population, along with evidence of need, on the part of some of these households, for affordable housing assistance.~~

~~(3) Association of the area with private and public initiatives to create permanent affordable housing in communities to serve the needs of the families of farm and other seasonal workers.~~

~~(4) The subject area is close to a significant existing or proposed economic development project which will provide employment opportunities for proposed project residents.~~

~~D. Mass transit services must be available within a reasonable distance of the project site.~~

Affordable Housing ~~Infill~~ Density Bonus

In order to qualify for use of the Affordable Housing ~~Infill~~ Density Bonus, the project site shall meet ~~adhere to~~ the following criteria:

A. The site shall ~~be five acres or less in size.~~ be wholly located within the Urban Service Area.

B. ~~The site shall be in one of the residential or commercial Future Land Use land use categories allowing 6 or more dwelling units to the acre as indicated in the Table 31: of Allowable Densities and Intensities for the Provision of Affordable Housing. The density bonus does not change the Future Land Use Map designation.~~

C. ~~The site shall be~~ serviced by public water and sewer; and have ~~direct~~ access to public streets;

D. The units shall remain affordable for a minimum of 15 years.

E. The bonus shall be memorialized in the Development Order as well as a deed restriction, Land Use Restriction Agreement, or other mechanism as determined by the County Attorney's Office.

F. For projects that are proposed to be a mix of market rate and affordable units: The affordable units must be developed within the same project site as any market rate units provided; the affordable units shall not be transferred to a different site.

G. A minimum of 20% of the total number of units provided shall be affordable. Half of the minimum required number of units shall be set aside for households earning 80% or less AMI, adjusted for household size.

Example bonus calculation: The project is only eligible for the bonus if at least 20% of the total units are affordable. For example: a hypothetical 1 acre project is located within 1/4 mile of transit and has a FLU designation of Res-20. According to Table 31, the base maximum density is 20 units per acre. In this case, the developer could build 40 dwelling units if 8 of the units are affordable. Four units would be set aside for households earning 80% or less AMI.

8.0 Appendices

Appendix A—Example Land Use Restriction Agreements

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LAND USE RESTRICTION AGREEMENT
for
LIVABLE MANATEE: MULTIFAMILY RENTAL INCENTIVE PROGRAM
between
MANATEE COUNTY
and
[DEVELOPER]

THIS LAND USE RESTRICTION AGREEMENT (hereinafter “Agreement”) is made and entered into as of _____, 2018, by and between Manatee County, a political subdivision of the State of Florida (hereinafter referred to as the “County”) and [DEVELOPER], for itself and its successors, assigns, and agents (hereinafter referred to as the “Owner”).

RECITALS

WHEREAS, the Owner owns certain land described in Exhibit “A” attached hereto and incorporated herein by reference, hereinafter referred to as the “Property”; and

WHEREAS, the Owner agrees to comply with certain restrictions in the rental and occupancy of dwelling units constructed on the Property in order to provide affordable housing in Manatee County, Florida; and

WHEREAS, the County established the Livable Manatee Incentive Program under Resolution R-17-069 (the “Program”) to foster the construction of new mixed-income rental communities that include in their composition affordable dwelling units; and

WHEREAS, the County has treated the development of the Property (hereinafter defined as the “Project”) as an affordable housing project within the meaning of such terms under the County’s Land Development Code, based upon Owner’s commitment to provide affordable rental housing as provided in this Agreement; and

WHEREAS, subject to compliance with this Agreement, the Project satisfies the eligibility requirements set forth in Resolution R-17-069 and Manatee County Land Development Code (LDC), Section 545 – Housing Program, to receive the affordable housing assistance authorized therein; and

WHEREAS, the County and the Owner wish to set forth their mutual rights and obligations for the affordable housing incentives and commitments to provide affordable dwelling units as more particularly described herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

Definitions

Section 1.1 General. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 420.9071, Florida Statutes.

The following defined terms shall have the following meanings:

- (a) “Dwelling Unit” shall mean a residential accommodation located within unincorporated Manatee County and constituting a part of the Project containing separate and complete living facilities designed and intended for the primary purpose of providing decent, safe and sanitary residential units available for rental to the general public.
- (b) “Affordable Dwelling Unit” shall mean a Dwelling Unit that is Affordable to low and moderate-income households (within the meaning set forth in Section 420.9071, Florida Statutes).

Additional capitalized terms defined in this Agreement shall have the meanings ascribed to them herein.

ARTICLE II

Use and Occupancy of the Property

Section 2.1 Assisted Units. The Owner shall develop and maintain the Project as a multifamily rental housing development, and shall rent and hold available for rental [number of units] (___) below 120% of the Area Median Income (AMI) and (___) of units below 80% of (AMI) of Dwelling Units in the Project as Affordable Dwelling Units for rent exclusively to Eligible Persons or Eligible Households throughout the Affordability Period (as defined and established pursuant to Section 2.4 hereof). This is consistent with the Program eligibility requirement to make available (i) at least 25% of the total Project Dwelling Units in the Project to Eligible Persons or Eligible Households as Affordable Dwelling Units and (ii) no more than 50% of total Project Dwelling Units to Eligible Persons or Eligible Households as Affordable Dwelling Units. The Affordable Dwelling Units that the Owner is obligated to develop and maintain pursuant to this Section shall be referred to herein as the “Assisted Units”.

Section 2.2 Long Term Occupancy Requirement. For purposes of complying with the requirements set forth in Section 2.1 above, if the income of the Eligible Persons or Eligible Household in a Dwelling Unit did not exceed the applicable income limit (adjusted for the number of persons residing in the Dwelling Unit) at the commencement of occupancy, such Eligible Person or Eligible Household may be treated as continuing to be Eligible Person or Eligible Household throughout their occupancy notwithstanding increases in income. The respective Assisted Unit shall, upon vacancy during the Affordability Period, be rented as an Affordable Dwelling Unit, to an Eligible Person or Eligible Household with the appropriate income limits. The Owner may maintain any combination of rental or available for rental units which accumulates to a minimum

of 25% or maximum of 50% of Dwelling Units qualifying for use by Eligible Persons or Eligible Household. If the Owner fails to comply with this requirement during the Affordability Period, the County shall have the right to pursue any or all of the remedies as set forth in Section 4 hereof.

Section 2.3 Incentives. The Owner shall be entitled to the Affordable Housing Incentives specified in Exhibit B “Incentives” of this Agreement.

Section 2.4 Affordability Period. For purposes of this Agreement, the Affordability Period shall commence upon the project completion date as determined by the County and end on the date specified below:

Aggregate Incentive Value	Indicate Which Applies
For a Project receiving Incentives up to \$100,000, 15 years from project completion.	
For a Project receiving more than \$100,000 and less than \$300,000 in Incentives, 20 years from project completion.	
For a Project receiving Incentives equal to or greater than \$300,000, 25 years from project completion.	

The County may, in its discretion, determine a project completion date for a specific phase of the Project, in which case the Affordability Period for the Assisted Units in that phase shall commence and conclude based on the phase-specific completion date. In the event Owner fails at any time during the Affordability Period to maintain the Assisted Units as required pursuant to this Agreement, and the County consents to the cure of such non-performance, the Affordability Period shall automatically be extended by a time period equal to the period of non-performance, to assure that the County receives the full Affordability Period for which Assisted Units received Incentives.

Section 2.5 Compliance. The Owner shall comply with all requirements of the Comprehensive Plan, all standards and requirements of the LDC, the Florida Building Code, and shall maintain the Project in compliance with the aforementioned requirements.

Section 2.6 No Conversion. During the term of this Agreement, the Owner shall not use the Project for any use other than a rental residential development.

Section 2.7 Non-Discrimination. The Owner shall not discriminate on the basis of race, creed, religion, color, sex, familial status, national origin or handicap in the use or occupancy of the Project. Age discrimination and discrimination against minor dependents, except when units are specifically being held for elderly households in accordance with applicable State and Federal law, are also not permitted.

Section 2.8 Advertisement. The Owner hereby covenants and agrees that it will immediately withdraw from circulation any advertisement determined by the County to violate or be inconsistent with this Agreement with respect to promoting Affordable Housing. However, this Agreement does not require the Owner to market the units in any specific manner or any specific representation that the Project is or contains units that are designated as Affordable so Owner

complies with this Agreement.

Section 2.9 Maintenance. The Owner shall maintain the Project in a condition which is consistent with the Land Development Code and Housing Quality Standards.

Section 2.10 Transfer of Ownership. Should a transfer of ownership for all or any part of the Property take place during either the review or construction phases for the Project, the use shall not change and new Owner shall develop the Project pursuant to this Agreement. If a transfer of ownership for all or any part of the Property takes place during the Affordability Period, then the new Owner shall continue to keep Assisted Units affordable within the meaning set forth in this Agreement and rent exclusively to Eligible Persons or Eligible Households. Information relating to the new Owner, (developer/contractor), including name, address and telephone number, shall be forwarded by letter to the Director of the Redevelopment and Economic Opportunity Department.

Section 2.11 Successors Bound – Burden to Run with Property. This Agreement and the covenants and conditions contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the Owner and its successors and assigns and all subsequent owners of the Property and each Assisted Unit or any interest therein, and to the County for the Affordability Period set forth in this Agreement. The Owner and each subsequent owner of an Assisted Unit shall expressly make the conditions and covenants of this Agreement a part of any deed or other instrument conveying any interest in the Property and each Assisted Unit during the Affordability Period.

ARTICLE III

Administration

Section 3.1 Annual Report. The Owner shall, during the Affordability Period, submit an Annual Report to the Manatee County Redevelopment and Economic Opportunity Department. Said report shall be submitted in accordance with the schedule established by the Redevelopment and Economic Opportunity Department. The report shall document the Owner's performance of its obligations with respect to maintaining the Assisted Units as Affordable Dwelling Units reserved for Eligible Persons and Eligible Households, including without limitation leases, applications, employment, and income certification documents.

Section 3.2 Omission. The omission of any regulatory requirement in this Agreement shall not relieve the Owner from the necessity of complying with any and all applicable State, County, and Federal laws, rules and regulations. In particular, the development and maintenance of the Project shall be governed by the provisions of the LDC. In interpreting any applicable requirements, the more stringent provisions shall apply.

Section 3.3 Department Review. The County shall review the Project at least every twelve (12) months to determine compliance with the terms of this Agreement. Failure of the County to conduct said review or identify violations of this Agreement shall not relieve Owner of any obligation hereunder or prevent subsequent enforcement.

Section 3.4 County Review; Audit. The County shall have the right to review and audit the records of the Owner relating to the Property to determine compliance with this Agreement. The Owner shall be required upon written notification, to provide the necessary information to perform an audit to the satisfaction of the County. This information may include without limitation, all tenant lists, applications, leases, waiting lists, income examinations and re-examination relating to the Assisted Units. During the Affordability Period, these materials shall at all times be kept separate and identifiable from any other business of Owner which is unrelated to the Property, and shall be maintained in reasonable condition for a proper audit, subject to examination and photocopying during business hours by representatives of the County. The County shall provide at least five (5) business days prior written notice before performing such audit or examination.

Section 3.5 Monitoring and Inspection. The Owner shall permit the County or its designee to inspect all records, including but not limited to financial statements pertaining to Assisted Units upon reasonable notice and within normal working hours, and shall submit to the County such documentation as required by the County to document compliance with this Agreement. The Owner acknowledges that the County or its designee must, from time to time, inspect each Assisted Unit for compliance with state and local code requirements, and agrees to facilitate such inspections with tenants as necessary. The Owner also acknowledges that the Property must meet County standards upon completion of the Project and for the duration of the Affordability Period.

The County shall, from time to time, make or cause to be made inspections of the Assisted Units and Property rental records to determine compliance with the conditions specified herein. The County shall notify the Owner prior to scheduled inspections, and the Owner shall make any and all necessary arrangements to facilitate the County's inspection. The County may make, or cause to be made, other reasonable entries upon and inspections of the Property, provided that the County shall give the Owner notice prior to any such inspection, specifying reasonable cause therefore, related to the County's interest in the Property.

The Owner shall comply with restrictions regarding the use or occupancy of the Project, and shall ensure that all requirements are being satisfied on a continuing basis in accordance with this Agreement. Owner staff will remain updated and knowledgeable regarding procedures for filing tenant income certification forms, and compliance certificates, and for verifying compliance with this Agreement.

Section 3.6 Annual Compliance Monitoring of Project. The County will conduct an annual review of the Owner's compliance with this Agreement. During its annual monitoring review, the County will:

- (a) Conduct on-site audits of the Project's tenant records of the Assisted Units and document all findings to ensure compliance with applicable regulations, terms and conditions; and
- (b) Review rent rolls to ensure monthly rents are in compliance with this Agreement; and
- (c) Examine leases to ensure that all occupants of the Assisted Units are listed, and that

each lease is current and fully executed; and

(d) Verify that record retention requirements are being met and units are not occupied until properly certified; and

(e) Inspect units for compliance with local codes and housing quality standards.

The Owner shall be responsible for all costs and expenses of complying with the requirements of this Agreement. At all times the Assisted Units shall be in compliance with rules and regulations of Chapter 420, Florida Statutes, and the Florida Administrative Code 67-37.

ARTICLE IV

Enforcement and Remedies

Section 4.1 Default. If Owner (including specifically any subsequent purchaser of an Assisted Unit) defaults in the performance of an obligation under this Agreement or a restriction set forth herein, and if such default remains uncured for a period of sixty (60) days after notice thereof has been given by the County, the County shall be entitled, in addition to all other remedies provided by law or in equity:

- (a) To compel specific performance by the Owner of its obligations under this Agreement, it being recognized that the beneficiaries of Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of Owner's default; and
- (b) To rescind any and all Incentives, either regulatory and/or financial, provided to Owner; and
- (c) To cause the Owner to pay to the County an amount equal to the Incentives provided for any Assisted Unit which the Owner has failed to maintain as an Affordable Dwelling Unit reserved for Eligible Persons or Eligible Households during the Affordability Period, with interest calculated at the rate equal to the yield earned on the Florida State Board of Administration statewide government investment pool during the period of default.

ARTICLE V

Representations and Warranties of Owner

Section 5.1 Validity. Owner warrants and represents that it has validly executed this Agreement and the same constitutes the binding obligation of the Owner. Owner warrants and represents that it has full power, authority and capacity to enter into this Agreement, to carry out the Owner's obligations as described in this Agreement and to assume responsibility for compliance with all applicable Local, State and Federal rules and regulations.

Section 5.2 Conflict. To the best of Owner's knowledge, the making of this Agreement and the Owner's obligations hereunder:

- (a) Will not violate any contractual covenants or restrictions between Owner or any third party, or affecting the Property; and
- (b) Will not conflict with any of the instruments that create or establish Owner's authority; and
- (c) Will not conflict with any applicable public or private restrictions; and
- (d) Does not require any consent or approval of any public or private authority which has not already been obtained; and
- (e) Are not threatened with invalidity or unenforceability by any action, proceeding or investigation pending or threatened, by or against Owner, without regard to capacity, any person with Owner may be jointly or severally liable, or the Property or any part thereof.

Section 5.3 No Pending Action. There is no litigation pending or proceeding, or, to the best of Owner's knowledge, threatened, against Owner which if adversely determined could individually or in the aggregate have an adverse effect on title to or the use and enjoyment or value of the Property, or any portion thereof, or which could in any way interfere with the consummation of this Agreement.

Section 5.4 Insolvency. There is no pending, or to Owner's best knowledge, threatened, case or proceeding or other action in bankruptcy, whether voluntary or otherwise, any assignment for the benefit of creditors, or any petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for owner under any present or future federal, state or other statute, law, regulation relating to bankruptcy, insolvency, or relief from debtors, nor is there any basis therefore.

Section 5.5 Indemnification. To the extent permitted by law, and, in the case of the County, subject to the monetary limitations set forth in Section 768.28, Florida Statutes, each of the parties hereto shall indemnify, defend, save and hold harmless the other, its officers, agents, and employees from and against all suits, actions, claims, demands, costs, penalties, fines, or liability

of any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of the indemnifying party, its consultants, contractors, officers, agents or employees in the performance of this Agreement.

ARTICLE VI

Recordation, Effective Date and Duration

Section 6.1 Recordation. This Agreement shall be recorded in the Official Records of Manatee County, Florida by the Owner at its sole expense. A certified copy of the recorded documents shall be provided to the Redevelopment and Economic Opportunity Department within ten (10) days of receipt of the executed Agreement.

Section 6.2 Effective Date. This Agreement shall become effective as of the date set forth above.

Section 6.3 Duration. This Agreement and the restrictions provided herein shall remain in effect from the effective date set forth above until the date of termination of the Affordability Period.

ARTICLE VII

Miscellaneous Provisions

Section 7.1 Amendment. This Agreement may not be amended or modified except by written instrument signed by each party hereto and approved by the County's Board of County Commissioners.

Section 7.2 Notice. Notices required to be given by this Agreement shall be in writing, certified mail through the United States Postmaster. Mail shall also have return receipt requested, addressed to the persons and places specified for giving notice below. Requirements for such other or additional parties or address as from time to time may be specified by either party shall be subject to the terms and conditions of this Agreement. This in no way impacts the requirement to provide notice to the County Administrator and to the County Attorney in the manner outlined above.

Notice shall be forwarded to the following:

FOR THE COUNTY:

**County Administrator
1112 Manatee Avenue West, Suite 902
Post Office Box 1000
Bradenton, FL 34205-1000**

with copies by U.S. Mail to:

**Office of the County Attorney
Manatee County Government**

**1112 Manatee Avenue West, Suite 969
Post Office Box 1000
Bradenton, FL 34205-1000**

**Director:
Department of Redevelopment and Economic Opportunity
1112 Manatee Avenue West, Suite 300
Post Office Box 1000
Bradenton, FL 34205-1000**

FOR THE OWNER:

**[DEVELOPER NAME]
ATTN:
[ADDRESS]**

Section 7.3 Interpretation; Headings. Both parties have played an equal and reciprocal part in the drafting of this Agreement and, therefore, no provisions of this Agreement shall be construed by any court or other judicial authority against any party hereto because such party is deemed to have drafted or structured such provisions.

Section 7.4 Severability. In the event any term or provision of this Agreement shall be held invalid, such invalid term or provisions shall not affect the validity of any other term or provision hereof and all such other terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been a part of this Agreement; provided, however, if any term or provision of this agreement is held to be invalid due to the scope or extent hereof, such term or provision shall automatically be deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

Section 7.5 Governing Law; Venue. This Agreement shall be construed, and the rights and obligations of the County and Owner hereunder shall be determined, in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be in Manatee County, Florida.

Section 7.6 Fees and Costs. In any litigation between the parties hereto arising out of this Agreement, each party shall be responsible for paying its own attorneys' fees and costs.

Section 7.7 No General Obligation. The obligations of the County hereunder are subject to annual appropriation of legally available funds by the County's Board of County Commissioners, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the County's ad valorem revenues or funds, or upon any other revenues or funds of the County, as may be construed under the laws or the Constitution of the State of Florida. Neither the Owner nor any other person or entity shall ever have the right to compel any exercise of the ad valorem taxing power of the County to make the payments herein provided, nor shall this Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property

or funds of the County. Notwithstanding anything contained herein, the County reserves the right, in its sole discretion, to pay the obligations contained in this Agreement from any funds legally available for such purpose.

Section 7.8 Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 7.9 No Partnership or Joint Venture; Owner's Risk. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue to, or for the benefit of, any third party not a party hereto. This Agreement shall not be construed to create a joint venture or partnership between the parties hereto. By execution of this Agreement, the Owner expressly acknowledges and agrees that the Incentives for Assisted Units provided by the County pursuant to this Agreement are provided solely to serve the public purpose set forth in Chapter 420, Florida Statutes, to provide Affordable Housing to the community, and that the County assumes no responsibility to assure the financial feasibility or success of the Owner's Project. Owner acknowledges that it is a sophisticated developer of housing projects, and has entered into this Agreement, and committed to develop its Project, based upon its independent business judgment and experience and its independent assumption of risk and responsibility for the financial feasibility and success of its Project.

Section 7.10 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

IN WITNESS WHEREOF, the Owner and the County have entered into this Agreement, as of the date set forth above.

WITNESSES:

OWNER:

By: _____

As its Manager/President

**STATE OF FLORIDA
COUNTY OF MANATEE**

SWORN AND SUBSCRIBED before me this _____ day of _____, 20____, by _____, (as Manager/President of DEVELOPMENT), who is personally known to me and/or provided _____ as identification, and who did take an oath (or affirm). If no type of identification is indicated, the above named person is personally known to me.

(Stamp and Seal)

Signature of Notary Public

**MANATEE COUNTY, a political subdivision of
the State of Florida**

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Deputy Clerk

EXHIBIT “A”

Legal Description

EXHIBIT “B”

Incentives

Per Manatee County Resolution R-17-069 and Manatee County Land Development Code, Section 545 – Housing Program, Program Incentives to be provided to the Owner for qualifying affordable units shall be specified within the Agreement. The following Incentives apply to this Project. [Indicate with “X” all that apply, and supply per-unit dollar value]:

Incentive	Indicate Which Apply
Expedited Review and Permitting	
Review Fees	
Educational Facilities Impact Fee	
County Impact Fees	
Facility Investment Fees	
Sidewalk Location	
Tree Protection Trust Fund	
Density Bonus (maximum number of units which can be built in the Project subject to the density bonus is Dwelling Units).	
Transfer of Development Rights	
Site Improvement Incentives	
Infill Development	

LAND USE RESTRICTION AGREEMENT
for
LIVABLE MANATEE: HOMEOWNERSHIP INCENTIVE PROGRAM
between
MANATEE COUNTY
and
[DEVELOPER]

THIS LAND USE RESTRICTION AGREEMENT (hereinafter “Agreement”) is made and entered into as of _____, 2018, by and between Manatee County, a political subdivision of the State of Florida (hereinafter referred to as the “County”) and [DEVELOPER] for itself and its successors, assigns, and agents (hereinafter referred to as the “Owner”).

RECITALS

WHEREAS, the Owner owns certain land described in Exhibit “A” attached hereto and incorporated herein by reference, hereinafter referred to as the “Property”; and

WHEREAS, the Owner agrees to comply with certain restrictions in the sale and occupancy of dwelling units constructed on the Property in order to provide affordable housing in Manatee County, Florida; and

WHEREAS, the County established the Livable Manatee Incentive Program under Resolution R-17-069 (the “Program”) to foster the construction of new mixed-income housing communities that include in their composition affordable dwelling units; and

WHEREAS, the County has treated the development of the Property (hereinafter defined as the “Project”) as an affordable housing project within the meaning of such terms under the County’s Land Development Code, based upon Owner’s commitment to provide affordable housing as provided in this Agreement; and

WHEREAS, subject to compliance with this Agreement, the Project satisfies the eligibility requirements set forth in Resolution R-17-069 and Manatee County Land Development Code (LDC), Section 545 Housing Program, to receive the affordable housing assistance authorized therein; and

WHEREAS, the County and the Owner wish to set forth their mutual rights and obligations for the affordable housing incentives and commitments to provide affordable dwelling units as more particularly described herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

Definitions

Section 1.1 General. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in Section 420.9071, Florida Statutes.

The following defined terms shall have the following meanings:

- (a) “Dwelling Unit” shall mean a residential accommodation located within unincorporated Manatee County and constituting a part of the Project containing separate and complete living facilities designed and intended for the primary purpose of providing decent, safe and sanitary residential units available for sale to the general public.
- (b) “Affordable Dwelling Unit” shall mean a Dwelling Unit that is Affordable to low and moderate-income households within the meaning set forth in Section 420.9071, Florida Statutes.

Additional capitalized terms defined in this Agreement shall have the meanings ascribed to them herein.

ARTICLE II

Use and Occupancy of the Property

Section 2.1 Assisted Units. The Owner shall develop the Project as a residential development, and sell, as owner-occupied residential homes, [number of units] () of Dwelling Units in the Project as Affordable Dwelling Units exclusively to Eligible Persons or Eligible Households throughout the Affordability Period (as defined and established pursuant to Section 2.4 hereof). The Affordable Dwelling Units that the Owner is obligated to develop, sale and maintain pursuant to this Section shall be referred to herein as the “Assisted Units.”

Section 2.2 Long Term Occupancy Requirement. For purposes of complying with the requirements set forth in Section 2.1 above, if the income of the Eligible Persons or Eligible Household in a Dwelling Unit did not exceed the applicable income limit (adjusted for the number of persons residing in the Dwelling Unit) at the sale or resale, such Eligible Person or Eligible Household may be treated as continuing to be an Eligible Person or Eligible Household throughout their occupancy notwithstanding increases in income. The respective Assisted Unit shall, upon resale during the Affordability Period, be sold as an Affordable Dwelling Unit, to an Eligible Person or Eligible Household with the appropriate income limits. If the Owner or a successor homeowner fails to comply with this requirement during the Affordability Period, the County shall have the right to pursue any or all of the remedies as set forth in Section 4 hereof.

Section 2.3 Incentives. The Owner shall be entitled to the Affordable Housing Incentives specified in Exhibit B “Incentives” of this Agreement.

Section 2.4 Affordability Period. For purposes of this Agreement, the Affordability Period shall commence upon the project completion date as determined by the County and end ten (10) years from such Project completion date. The County may, in its discretion, determine a project completion date for a specific phase of the Project, in which case the Affordability Period for the Assisted Units in that phase shall commence and conclude based on the phase-specific completion date. In the event Owner fails at any time during the Affordability Period to sell the Assisted Units as required pursuant to this Agreement, and the County consents to the cure of such non-performance, the Affordability Period shall automatically be extended by a time period equal to the period of non-performance, to assure that the County receives the full Affordability Period for which Assisted Units received Incentives.

Section 2.5 Compliance. The Owner shall comply with all requirements of the Comprehensive Plan, all standards and requirements of the LDC, the Florida Building Code and shall maintain the Project in compliance with the aforementioned requirements.

Section 2.6 No Conversion. During the term of this Agreement, the Owner shall not use the Project for any use other than as an owner-occupied, for-sale residential dwelling unit.

Section 2.7 Non-Discrimination. The Owner shall not discriminate on the basis of race, creed, religion, color, sex, familial status, national origin or handicap in the use or occupancy of the Project. Age discrimination and discrimination against minor dependents, except when units are specifically being held for elderly households in accordance with applicable State and Federal law, are also not permitted.

Section 2.8 Advertisement. The Owner hereby covenants and agrees that it will immediately withdraw from circulation any advertisement determined by the County to violate or be inconsistent with this Agreement with respect to promoting Affordable Housing. However, this Agreement does not require the Owner to market the units in any specific manner or any specific representation that the Project is or contains units that are designated as Affordable so long as Owner complies with this Agreement.

Section 2.9 Transfer of Ownership. Should a transfer of ownership for all or any part of the Property take place during either the review or construction phases for the Project, the use shall not change and transferee shall develop the Project pursuant to this Agreement. If an Assisted Unit is offered for sale or resale during the Affordability Period, then it shall be sold as an Affordable Dwelling Unit and sold exclusively to Eligible Persons or Eligible Households. Owner may work with the County to help income qualify the new homebuyer. In the event that a transfer of ownership takes place to a non-Eligible Person or non-Eligible Household for all or any part of the Property during the Affordability Period, Owner is responsible to repay the remaining portion of the Incentive reduced by ten percent (10%) of the original Incentive amount for each year Property

was compliant during the Affordability Period.

Section 2.10 Successors Bound – Burden to Run with Property. This Agreement and the covenants and conditions contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the Owner and its successors and assigns and all subsequent owners of the Property and each Assisted Unit or any interest therein, and to the County for the Affordability Period set forth in this Agreement. The Owner and each subsequent owner of an Assisted Unit shall expressly make the conditions and covenants of this Agreement a part of any deed or other instrument conveying any interest in the Property and each Assisted Unit during the Affordability Period.

ARTICLE III

Section 3.1 Administration. Owner shall ensure that the initial homebuyer meets the purchase and eligibility requirements of this Agreement. After initial sale of the Assisted Unit, County shall periodically monitor Property to ensure it is owner-occupied and not rented or used for purposes outside the scope of this Agreement. If Property is being rented or utilized for purposes outside the scope of this Agreement, the County shall have the right to pursue any or all of the remedies as set forth in Section 4 hereof.

ARTICLE IV

Enforcement and Remedies

Section 4.1 Default. If Owner (including specifically any subsequent purchaser of an Assisted Unit) defaults in the performance of an obligation under this Agreement or a restriction set forth herein, and if such default remains uncured for a period of sixty (60) days after notice thereof has been given by the County, the County shall be entitled, in addition to all other remedies provided by law or in equity:

- (a) To compel specific performance by the Owner of its obligations under this Agreement, it being recognized that the beneficiaries of Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of Owner's default; and
- (b) To rescind any and all Incentives, either regulatory and/or financial, provided to Owner; and
- (c) To cause the Owner to repay to the County an amount equal to the Incentive reduced by ten percent (10%) of the original Incentive amount for each year Property was compliant during the Affordability Period.

ARTICLE V

Representations and Warranties of Owner

Section 5.1 Validity. Owner warrants and represents that it has validly executed this Agreement and the same constitutes the binding obligation of the Owner. Owner warrants and represents that it has full power, authority and capacity to enter into this Agreement, to carry out the Owner's obligations as described in this Agreement and to assume responsibility for compliance with all applicable Local, State and Federal rules and regulations.

Section 5.2 Conflict. To the best of Owner's knowledge, the making of this Agreement and the Owner's obligations hereunder:

- (a) Will not violate any contractual covenants or restrictions between Owner or any third party, or affecting the Property; and
- (b) Will not conflict with any of the instruments that create or establish Owner's authority; and
- (c) Will not conflict with any applicable public or private restrictions; and
- (d) Does not require any consent or approval of any public or private authority which has not already been obtained; and
- (e) Are not threatened with invalidity or unenforceability by any action, proceeding or investigation pending or threatened, by or against Owner, without regard to capacity, any person with Owner may be jointly or severally liable, or the Property or any part thereof.

Section 5.3 No Pending Action. There is no litigation pending or proceeding, or, to the best of Owner's knowledge, threatened, against Owner which if adversely determined could individually or in the aggregate have an adverse affect on title to or the use and enjoyment or value of the Property, or any portion thereof, or which could in any way interfere with the consummation of this Agreement.

Section 5.4 Insolvency. There is no pending, or to Owner's best knowledge, threatened, case or proceeding or other action in bankruptcy, whether voluntary or otherwise, any assignment for the benefit of creditors, or any petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for owner under any present or future federal, state or other statute, law, regulation relating to bankruptcy, insolvency, or relief from debtors, nor is there any basis therefore.

Section 5.5 Indemnification. To the extent permitted by law, and, in the case of the County, subject to the monetary limitations set forth in Section 768.28, Florida Statutes, each of the parties hereto shall indemnify, defend, save and hold harmless the other, its officers, agents, and employees from and against all suits, actions, claims, demands, costs, penalties, fines, or liability of any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or

commission of the indemnifying party, its consultants, contractors, officers, agents or employees in the performance of this Agreement.

ARTICLE VI

Recordation, Effective Date and Duration

Section 6.1 Recordation. This Agreement shall be recorded in the Official Records of Manatee County, Florida by the Owner at its sole expense. A certified copy of the recorded documents shall be provided to the Redevelopment and Economic Opportunity Department within ten (10) days of receipt of the executed Agreement.

Section 6.2 Effective Date. This Agreement shall become effective as of the date set forth above.

Section 6.3 Duration. This Agreement and the restrictions provided herein shall remain in effect from the effective date set forth above until the date of termination of the Affordability Period.

ARTICLE VII

Miscellaneous Provisions

Section 7.1 Amendment. This Agreement may not be amended or modified except by written instrument signed by each party hereto and approved by the County's Board of County Commissioners.

Section 7.2 Notice. Notices required to be given by this Agreement shall be in writing, certified mail through the United States Postmaster. Mail shall also have return receipt requested, addressed to the persons and places specified for giving notice below. Requirements for such other or additional parties or address as from time to time may be specified by either party shall be subject to the terms and conditions of this Agreement. This in no way impacts the requirement to provide notice to the County Administrator and to the County Attorney in the manner outlined above.

Notice shall be forwarded to the following:

FOR THE COUNTY:

**County Administrator
1112 Manatee Avenue West, Suite 902
Post Office Box 1000
Bradenton, FL 34205-1000**

with copies by U.S. Mail to:

**Office of the County Attorney
Manatee County Government, Suite 969
1112 Manatee Avenue West**

**Post Office Box 1000
Bradenton, FL 34205-1000**

**Director:
Department of Redevelopment and Economic Opportunity
1112 Manatee Avenue West, Suite 300
Post Office Box 1000
Bradenton, FL 34205-1000**

FOR THE OWNER:

**[DEVELOPER NAME]
ATTN:
[ADDRESS]**

Section 7.3 Interpretation; Headings. Both parties have played an equal and reciprocal part in the drafting of this Agreement and, therefore, no provisions of this Agreement shall be construed by any court or other judicial authority against any party hereto because such party is deemed to have drafted or structured such provisions.

Section 7.4 Severability. In the event any term or provision of this Agreement shall be held invalid, such invalid term or provision shall not affect the validity of any other term or provision hereof and all such other terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been a part of this Agreement; provided, however, if any term or provision of this agreement is held to be invalid due to the scope or extent hereof, such term or provision shall automatically be deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

Section 7.5 Governing Law; Venue. This Agreement shall be construed, and the rights and obligations of the County and Owner hereunder shall be determined in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be in Manatee County, Florida.

Section 7.6 Fees and Costs. In any litigation between the parties hereto arising out of this Agreement, each party shall be responsible for paying its own attorneys' fees and costs.

Section 7.7 No General Obligation. The obligations of the County hereunder are subject to annual appropriation of legally available funds by the County's Board of County Commissioners, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the County's ad valorem revenues or funds, or upon any other revenues or funds of the County, as may be construed under the laws or the Constitution of the State of Florida. Neither the Owner nor any other person or entity shall ever have the right to compel any exercise of the ad valorem taxing power of the County to make the payments herein provided, nor shall this Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of the County. Notwithstanding anything contained herein, the County reserves the right, in its sole discretion, to pay the obligations contained in this Agreement from any funds legally

available for such purpose.

Section 7.8 Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 7.9 No Partnership or Joint Venture; Owner's Risk. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue to, or for the benefit of, any third party not a party hereto. This Agreement shall not be construed to create a joint venture or partnership between the parties hereto. By execution of this Agreement, the Owner expressly acknowledges and agrees that the Incentives for Assisted Units provided by the County pursuant to this Agreement are provided solely to serve the public purpose set forth in Chapter 429, Florida Statutes to provide Affordable Housing to the community, and that the County assumes no responsibility to assure the financial feasibility or success of the Owner's Project. Owner acknowledges that it is a sophisticated developer of housing projects, and has entered into this Agreement, and committed to develop its Project, based upon its independent business judgment and experience and its independent assumption of risk and responsibility for the financial feasibility and success of its Project.

Section 7.10 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

IN WITNESS WHEREOF, the Owner and the County have entered into this Agreement, as of the date set forth above.

WITNESSES:

OWNER

By: _____

As its Manager/President

**STATE OF FLORIDA
COUNTY OF MANATEE**

SWORN AND SUBSCRIBED before me this _____ day of _____, 20____, by _____, (as Manager/President of DEVELOPMENT), who is personally known to me and/or provided _____ as identification, and who did take an oath (or affirm). If no type of identification is indicated, the above named person is personally known to me.

(Stamp and Seal)

Signature of Notary Public

**MANATEE COUNTY, a political subdivision of
the State of Florida**

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

EXHIBIT “A”

Legal Description

EXHIBIT “B”

Incentives

Per Manatee County Resolution R-17-069 and Manatee County Land Development Code, Section 545 – Housing Program, Program Incentives to be provided to the Owner for qualifying Affordable Housing shall be specified within the Agreement. The following Incentives apply to this Project. [Indicate with “X” all that apply, and supply per-unit dollar value]:

Incentive	Indicate Which Apply	Per-Unit Dollar Value
Expedited Review and Permitting		
Review Fees		
Educational Facilities Impact Fee		
County Impact Fees		
Facility Investment Fees		
Sidewalk Location		
Tree Protection Trust Fund		
Density Bonus (maximum number of units which can be built in the Project subject to the density bonus is ____ Dwelling Units).		
Transfer of Development Rights		
Site Improvement Incentives		
Infill Development		

Total Per-Unit Dollar Value: \$ _____
Total Incentives for Assisted Units \$ _____

Prepared by & return to:

City of St. Petersburg
Housing & Community Development
Post Office Box 2842
St. Petersburg, Florida 33731-2842

**WORKFORCE HOUSING
BONUS DENSITY/INTENSITY AGREEMENT
Imposing Covenants And
Restrictions on Real Property**

THIS AGREEMENT (“Agreement”) is made this _____ day of _____, 201_, by and between _____ a Florida limited liability corporation (“**Developer**”) and the City of St. Petersburg, Florida, a municipal corporation (“**City**”), (collectively, “**Parties**”).

RECITALS:

Whereas, the Developer owns a tract of real property described in Exhibit “A” attached hereto and incorporated herein (“**Property**”) and wishes to construct _____ () residential units (“**Units**”) on an _____ acre site located within the _____ zoning district which at _____ units per acre, would allow _____ () units (“**Development**”); and

Whereas, in order to construct the additional _____ () Units, the Developer must obtain a density/intensity bonus (“**Bonus**”) from the City for the Property as provided for in the Workforce Housing Density Bonus Program (“**Program**”), set forth in Chapter 17.5, Article V, of the St. Petersburg City Code, (“**Article V**”), which Bonus can only be granted by the City and utilized by the Developer in accordance with Article V; and

Whereas, the City is willing to grant a Bonus to the Developer authorizing the construction of _____ () bonus units on the Property, provided that the Developer constructs the bonus units as Workforce Housing Bonus Density Dwelling Units in accordance with Article V (“**Bonus Units**”).

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the promises and covenants contained herein, including but not limited to the approval and grant of the Bonus set forth herein and the benefits conferred thereby on the Property, the Developer and the City hereby agree as follows:

Recitals. The above Recitals are true and correct and are incorporated herein by reference.

1. **Term.**

- A. The effective date of this Agreement (“**Effective Date**”) shall be the date this Agreement is executed by all the Parties.
- B. The commencement date of the term of this Agreement for rental occupied properties (“**Commencement Date**”) shall be the date on which the initial Certificate of Occupancy is issued for buildings on the Property.
- C. The commencement date of the term of this Agreement for owner occupied units (“**Commencement Date**”) shall be the date of the first sale of each unit.
- D. The term of this Agreement (“**Term**”) shall commence on the Commencement Date and continue in effect for thirty (30) years.

2. **Application.** Developer has executed and submitted to City the Developer Application for Workforce Housing Density/Intensity Bonus Units, a copy of which is attached to this Agreement as Exhibit “B” and incorporated herein by reference.

3. **Bonus Granted.** The City hereby acknowledges that the Developer has met all required conditions to qualify for a Bonus for the Development. Therefore, pursuant to Article V, in addition to ____ () Units calculated using the base residential density of _____ () units per acre on this ____ acre site, Developer is granted a Bonus of ____ () Bonus Units, for a total density of _____ () units/acre, and the City authorizes the Developer to construct thereon, in the aggregate a maximum number of _____ () units on the Property, of which _____ () are Bonus Units which shall be sold or rented in accordance with the terms and conditions of this Agreement and Article V. (The Bonus Units may also be referred to herein as “**Workforce Units**”). This grant of Bonus Units is subject to the terms and conditions of this Agreement.

4. **Defined terms.** The definitions of Article V will control when applying or interpreting this Agreement.

5. **Area Median Income (“AMI”).** In the event that the U.S. Department of Housing and Urban Development ceases to publish an established AMI, the Parties shall mutually agree to another reasonable and comparable method of computing adjustments of median income.

6. **Developer to Qualify Buyers/ Renters.**

- A. The Developer shall be responsible for qualifying buyers/renters by accepting applications and obtaining income certification for all Workforce Units in the Development. All applications, forms and other documentation required by this Agreement shall be provided to the City for review and approval. No Workforce Unit in the Development shall be sold or rented unless the household income has been certified in accordance with this Agreement and meets the requirements of Article V. The Developer of for-sale Workforce Units shall comply with the Income Certification procedures set forth in paragraph 7(B) of this Agreement, for all sales of Workforce Units until all such Workforce Units are sold and occupied by the owners. The Developer of for-rent Workforce Units shall comply with the Income Verification procedures set forth in paragraph 7(B) of this Agreement, for all new renters of Workforce Units during the Term.
- B. **Eligibility and Qualification of a Buyer or Renter.** Household income eligibility for purchase or rental of a Workforce Unit shall be determined in the following manner:
- 1) **Application.** A potential buyer/renter (“**Applicant**”) shall apply to the Developer, owner, manager, or agent to qualify as an eligible owner/ occupier of a for-sale Workforce Unit or as an eligible renter/ occupier of a for-rent Workforce Unit constructed pursuant to this Agreement and Article V by providing a completed copy of the Workforce Housing Family Application Form set forth in Exhibit “C”, or successor forms provided by the City.
 - 2) **Income Certification by Developer.** A completed Exhibit “C” must be obtained by the Developer from the Applicant. Developer shall sign the certification portion of Exhibit “C” to certify that the family meets the requirements of the Program. The completed Exhibit “C” shall be provided to the City for its review and concurrence of the eligibility of the Applicant. City shall provide the Developer and the Applicant written notice of approval or rejection of the Applicant. Exhibit “C” shall be valid for up to one hundred eighty (180) days from the date of approval of the application by the City and must be valid at the time of occupancy of the Workforce Unit. If the Income Verification expires prior to occupancy, the Developer may extend the validity for an additional thirty (30) days if the Developer has received an affidavit from the buyer/ renter that there has been no change in status of the Applicant’s household members that would cause them to no

longer be qualified under the Program. If the Workforce Unit is not occupied by the Applicant within these time frames, the Income Verification shall lapse and a new Exhibit “C” must be completed and submitted to the City for approval or rejection of the application.

- 3) City Approval. Prior to occupancy of the Workforce Unit by the Applicant’s household members, the Developer shall submit a copy of Exhibit “C.” City shall provide the Developer and the Applicant written notice of approval or rejection of the Applicant. Title to Workforce Housing Bonus Density Dwelling Units shall only be transferred with prior written approval of an Exhibit “C” by the City.

7. **Progress and Monitoring Reports.**

- A. The Developer of for-sale Workforce Units shall provide the City annually with a progress and monitoring report (“**Report**”) regarding the delivery of Workforce Units throughout the period of construction and occupancy. The Report shall, at a minimum, provide all information reasonably required to insure compliance with this Agreement and Article V, as it may be amended from time to time. The Report shall be filed with the City on or before June 1 of the first year after the Effective Date and on June 1 of each successive year, for the prior calendar year. Failure to submit the Report to the City on or before June 15 shall be a material default of this Agreement. Once the Developer of for-sale, owner occupied units has conveyed all Workforce Units constructed pursuant to this Agreement to eligible buyers, in accordance with this Agreement and Article V, the Developer shall provide the City with a final Report and after review and approval by the City, shall cease to be required to provide annual Reports and shall be relieved off all further duties regarding the Workforce Units, including but not limited to eligibility of owners.
- B. The Developer of for-rent Workforce Units shall provide the City with a Report regarding the delivery of Workforce Units throughout the period of construction and occupancy. The Report shall, at a minimum, provide all information reasonably required to insure compliance with this Agreement and Article V, as it may be amended from time to time, including but not limited to identifying which units are the Workforce Units, the monthly rent for each Workforce Unit, the monthly income for tenants of the Workforce Units, and vacancy information for each month for the prior calendar year period. The Report shall be filed with the City on or before June 1 of the first year after the Effective Date and on June 1 of each successive year. Failure to submit the Report to the City on or before June 15 shall be a material default of this Agreement.

8. **Occupancy Restrictions.** No Workforce Unit in any building or structure on the Property shall be occupied by the Developer, any person related to or affiliated with the Developer, or by a resident manager.
9. **Accessibility.** Bonus Units shall comply with Chapter 17.5, Article IV of the St. Petersburg City Code requiring new residential buildings of one to three units constructed with assistance under this Agreement to be constructed using design features that provide accessibility and usability for persons with disabilities.
10. **Default.** Subject to Developer's right to notice and opportunity to cure, as set forth below, Developer shall be deemed to be in default of its obligations under this Agreement upon the occurrence of any of the following:
 - A. Developer's failure to pay sums due under this Agreement;
 - B. Developer's failure to perform any material covenant, promise or obligation contained in this Agreement, or to fail to comply with any applicable provision of Article V;
 - C. The appointment of a receiver or trustee for all or substantially all of Developer's assets;
 - D. Developer's voluntarily petition for relief under, any bankruptcy or insolvency law;
 - E. The transfer of Developer's interest under this Agreement by execution or other legal process;
 - F. The seizure, sequestration or impounding by virtue or under authority of any legal proceeding of all or substantially all of the personal property or fixtures of Developer used in or incident to the operation of the Development; Developer's making an assignment of this Agreement for the benefit of creditors; or
 - G. Any sale, transfer, assignment, subleasing, concession, license, or other disposition prohibited under this Agreement.
11. **Notice; Right to Cure.** Developer shall only be deemed in default of this Agreement upon:
 - A. Developer's failure to pay any monetary sum for a period of ten (10) days after receipt of written notice from City to Developer that such sums are due, or

B. The occurrence of any other event specified in Paragraph 11 of this Agreement that is not cured by Developer within thirty (30) days from Developer's receipt of written notice from City, provided this thirty (30) day cure period shall be extended for such reasonable period of time as is necessary to cure the default, if the default is not reasonably capable of cure within said thirty (30) day period and Developer commences and continues to diligently cure the default.

12. **Remedies.** The remedies set forth herein shall be cumulative and non-exclusive. The Parties agree that there is no adequate remedy at law for a default in the provisions of this Agreement that would result in a failure of the Developer to provide the Workforce Units in accordance with the Agreement and Article V.

13. **Assignment.**

A. The City may assign all or part of its rights and obligations under this Agreement to any other public agency having jurisdiction over the Property provided that it gives the Developer thirty (30) day's advance written notice thereof.

B. The Developer may not delegate performance under this Agreement, nor assign this Agreement or any of its rights under this Agreement without City Council's prior written consent which shall be granted or withheld in the City Council's sole discretion. Any such purported delegation or assignment without the City Council's consent shall be null and void and shall constitute a material default of this Agreement. Any purported involuntary assignment or transfer of this Agreement or assignment or transfer by operation of law, whether by bankruptcy or insolvency, merger (whether as the surviving or disappearing entity), consolidation, dissolution, reorganization, transfer of the Developer or controlling interest in the Developer, or court order effectuating such assignment or transfer, or any other method, shall be null and void and shall constitute a material default of this Agreement unless such underlying transaction is approved by the City Council which approval shall be in the sole discretion of the City Council..

14. **Authority to Monitor.** The Parties acknowledge that the City or its designee, shall have the authority to monitor and enforce the Developer's obligation under this Agreement and Article V. The Developer shall maintain records containing required documentation to verify income eligibility and occupancy in accordance with this Agreement and shall make them available to the City upon request after reasonable notice.

15. **Indemnity.**

- A. The Developer shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, invitees, elected and appointed officials and volunteers (collectively, "**Indemnified Parties**") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorneys' fees at trial and on appeal (collectively, "**Claims**") for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
- 1) The ownership, occupancy or use of the Property or Development by Developer;
 - 2) The performance of this Agreement (including future changes and amendments thereto) by Developer, its employees, agents, representatives, contractors, subcontractors or volunteers;
 - 3) The failure of Developer, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable law, statute, ordinance or regulation now or hereinafter in force, including, but not limited to violations of the Americans with Disabilities Act of 1990 ("**ADA**") and any current or future amendments thereto; or
 - 4) Any negligent, reckless or intentional act or omission of the Developer, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of the Developer, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties.
 - 5) The purchase of insurance coverage required by this Agreement, or otherwise, shall not relieve Developer from the requirements of this paragraph.
 - 6) This Paragraph 16 is enforceable whether or not such negligence is claimed to be either solely that of the Developer, its employees, agents, representatives, contractors, subcontractors, or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties.

16. **Release.** Developer does hereby release, remise, satisfy, quit claim and forever discharge the Indemnified Parties from any and all actions, claims and demands that Developer ever had, now has or may have, or that any person claiming through the Developer may have against the Indemnified Parties as a result of, arising out of or in connection with this Agreement.
17. **Covenants.** Developer's obligations hereunder shall constitute covenants, restrictions, and conditions ("Covenants") which shall run with the land and shall be binding upon the Property and against every person then having any ownership interest in the Property, including but not limited to Workforce Units, at any time until the Covenants expire or are otherwise terminated. Provided however that if Developer transfers or conveys the Property to another person or entity, with the City's consent as required in Paragraph 13 of this Agreement, Developer shall have no further obligation hereunder and any person seeking to enforce the terms hereof shall look solely to Developer's successor in interest for the performance of said obligations.
18. **Expiration of Covenants.** The Covenants shall remain in full force and effect on the Property, during the Term to assure that each Workforce Unit shall remain and be maintained as the workforce housing pursuant to Article V and successor ordinances.
19. **Discrimination.**
- A. Neither the Developer, nor its officers, employees, or agents shall discriminate in the provision of housing pursuant to this Agreement against any person because of said person's race, color, religion, sex, age, national origin, familial status, or handicap (disability).
 - B. When the Developer advertises, sells, rents, or maintains a Workforce Unit, it shall advertise sell, and maintain the same in a nondiscriminatory manner and shall make available any relevant information to any person who is interested in purchasing or renting such Workforce Unit.
 - C. The Developer shall be responsible for payment of any real estate commissions and fees for which it is liable in the purchase and sale or rental of Workforce Units.
 - D. The Workforce Units shall be intermixed with, and not segregated from, the market rate dwelling units in the Development. The number of efficiency, one, two, and three or more-bedroom Bonus Units and the size of each type of Bonus Unit shall comply with Article V. The exterior appearance of the Workforce Units shall be similar to the market rate dwelling units in the Development. The interior building materials and finish in the dwelling units, as described in the

Developer Application for workforce housing Density/Intensity Bonus, attached hereto as Exhibit B, shall be substantially the same type and quality for market rate units and Workforce Units.

20. **Phasing.** If the Development is to be built in phases, the number and type of Workforce Units required for total Development shall be pro-rated to each phase and shall be constructed as part of each phase of the Development on the Property. Phased Workforce Units shall be constructed in the order required by Article V.
21. **Disclosure Consistency.** The Developer shall not disclose to persons, other than the potential buyer, renter, or lender of a Workforce Unit, which units in the Development are designated as Workforce Units. This Agreement and the Development shall be consistent with the land development regulations and other applicable ordinances and regulations of the City that are in effect on the Effective Date. Subsequently adopted laws and regulations shall apply to this Agreement and to the Development to the extent permitted by law.
22. **Separate Agreement.** This Agreement is not a “Development Agreement” as defined by Section 163.3220, Fla. Statute, as amended and Chapter 16, St. Petersburg City Code.
23. **Recording.** This Agreement shall be recorded at Developer’s expense in the official records of Pinellas County, Florida.
24. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the Parties and shall inure to and be binding upon their respective successors, and assigns. No oral agreement or conversation with any officer, agent or employee of the City, either before or after execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement. Any such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the City. This Agreement shall not be modified except in writing executed by the Parties.
25. **Waiver.** The exercise by the City of any right or remedy to enforce its rights under this Agreement shall not constitute a waiver of, or preclude the exercise of, any other right or remedy afforded the City by this Agreement or by applicable Laws. The failure of the City in one or more instances to insist on strict performance or observation of one or more of the covenants or conditions of this Agreement, or to exercise any remedy, privilege or option conferred by this Agreement on or reserved to the City, shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that privilege, option or remedy. The receipt by the City of any payment or partial payment required to be made by the Developer shall not act to waive any other payment then due.

Nor shall such receipt, though with the knowledge of the Default of any covenant or condition of this Agreement, operate as or be deemed to be a waiver of such Default. No waiver by the City of any of the provisions of this Agreement or any of the City's rights, remedies, privileges, or options under this Agreement shall be deemed to have been made unless made by the City in writing. No surrender of the Premises for the remainder of the Term shall be valid unless accepted by the City in writing.

26. **City Consent and Action.**

- 1) For the purposes of this Agreement any required written permission, consent, approval or agreement ("**Approval**") by the City means the approval of the Mayor or the Mayor's designee unless otherwise set forth herein and such approval shall be in addition to any and all permits and other licenses required by law or this Agreement.
- 2) For the purposes of this Agreement any right of the City to take any action permitted, allowed or required by this Agreement, may be exercised by the Mayor or the Mayor's designee, unless otherwise set forth herein

27. **Partial Invalidity.** Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

28. **Notification.** All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been served as of the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the recipient at the address provided below, or upon the actual date of delivery if hand delivered (signature required) to the authorized representative of the recipient at the address listed below. Either party may change the below listed address at which he receives written notices by so notifying the other party hereto in writing.

ADDRESS OF CITY:

City of St. Petersburg
Post Office Box 2842 (if mailed)
St. Petersburg, Florida 33731-2842
175 Fifth Street North (if delivered)

ADDRESS OF DEVELOPER:

29. **Governing Law/Venue and Jurisdiction.** This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Pinellas County, St. Petersburg Division. Venue for federal court actions shall be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg, or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.
30. **Further Assurances.** The Parties hereto shall execute and deliver, in recordable form if necessary, any and all documents, certificates, instruments, and agreements which may be reasonably required in order to effectuate the intent of this Agreement. Such documents shall include but not be limited to any document requested by the Developer to exhibit that this Agreement has terminated in accordance with the provisions of paragraph 14 above.
31. **Compliance With Laws and Regulations.** The Developer shall obtain, at its own expense, all required and necessary licenses and permits and comply with all applicable federal, state, county and City laws, ordinances, and regulations, including but not limited to Article V.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

WITNESSES:

City of St. Petersburg, Florida:

Sign: _____
Print: _____

By: _____
Print: Joshua A. Johnson
As its Director of Housing & Community Development

Sign: _____
Print: _____

Attest: _____
Chandrahasa Srinivasa
City Clerk

(Seal)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Joshua A. Johnson and Chandrahasa Srinivasa, as Housing & Community Development Director and City Clerk of the City of St. Petersburg, Florida, respectively, on behalf of the City, who is personally known to me and who appeared before me at the time of notarization.

(Seal)

Notary Public - State of Florida

WITNESSES:

_____,
a _____ corporation

Sign: _____
Print: _____

By: _____
Print: _____
As its: Managing Member _____

Sign: _____
Print: _____

Attest: _____
Print: _____
Corporate Secretary

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____ as the Authorized Signatory of _____, a
_____, who is personally known to me, or who has produced _____ as
identification and who appeared before me at the time of notarization.

(Seal)

Notary Public - State of Florida

Approved as to Form and Content:

City Attorney (Designee)

By: _____
Assistant City Attorney

00407540.doc-v3

EXHIBIT A
ADDRESS AND LEGAL DESCRIPTION

EXHIBIT B
DEVELOPER APPLICATION FOR WORKFORCE HOUSING PROGRAM UNITS
(DENSITY BONUS / OR EXEMPTION, INTENSITY INCREASE)

EXHIBIT C
WORKFORCE HOUSING FAMILY APPLICATION

WORKFORCE HOUSING DENSITY BONUS

TENANT APPLICATION

All information submitted on this Workforce Housing Density Bonus Tenant Application will be used to determine that occupancy characteristics are compliant with the Declaration of Restrictions Work Force Housing Agreement Imposing Covenants and Restrictions on Real Property made the _____ between _____ and the City of St. Petersburg, recorded in O.R. Book _____, Pg. _____ of the Public Records of Pinellas County, Florida.

A. General Household Information:

1. Tenant Name(s): _____ Unit #: _____

2. Head of household (check one):

☐ Male ☐ Female

3. Head of household's age (check one): ☐

☐ 0-25 ☐ 26-40 ☐ 41-61 ☐ 62+

4. Number of bedrooms (check one):

☐ 1 Bedroom ☐ 2 Bedrooms ☐ 3 Bedrooms ☐ 4 or more bedrooms

5. Total number of persons that will live in the unit (check one):

☐ 1 ☐ 2 ☐ 3 ☐ 4
☐ 5 ☐ 6 ☐ 7 ☐ 8
☐ 9 or more

B. Rent:

1. Monthly rent: \$_____ (not to exceed the published FHFC SHIP 80% or 120% income and rent limits, see attached)

C. Mortgage Payment (if applicable):

1. Estimated monthly mortgage loan principal and interest payment: \$_____

2. Estimated month payment for taxes and insurance: \$_____

3. Estimated monthly condominium or homeowner association dues and/or fees: \$_____

4. TOTAL estimated monthly mortgage payment (PITI, Fees & Dues): \$_____

D. Gross Annual Income

Please check the appropriate **FAMILY HOUSEHOLD SIZE** and **TOTAL HOUSEHOLD INCOME** box below.

☐ 1 Person Household

<input type="checkbox"/>	\$56,281 or above
<input type="checkbox"/>	120% \$37,451 to 56,280
<input type="checkbox"/>	80% at or below 37,450

☐ 2 Person Household

<input type="checkbox"/>	\$64,321 or above
<input type="checkbox"/>	120% 42,801 to 64,320
<input type="checkbox"/>	80% at or below 42,800

☐ 3 Person Household

<input type="checkbox"/>	\$72,361 or above
<input type="checkbox"/>	120% 48,151 to 72,360
<input type="checkbox"/>	80% at or below 48,150

☐ 4 Person Household

<input type="checkbox"/>	\$80,281 or above
<input type="checkbox"/>	120% 53,501 to 80,280
<input type="checkbox"/>	80% at or below 53,500

☐ 5 Person Household

<input type="checkbox"/>	\$86,761 or above
<input type="checkbox"/>	120% 57,801 to 86,760
<input type="checkbox"/>	80% at or below 57,800

☐ 6 Person Household

<input type="checkbox"/>	\$93,241 or above
<input type="checkbox"/>	120% 62,101 to 93,240
<input type="checkbox"/>	80% at or below 62,100

☐ 7 Person Household

<input type="checkbox"/>	\$99,601 or above
<input type="checkbox"/>	120% 66,351 to 99,600
<input type="checkbox"/>	80% at or below 66,350

☐ 8 Person Household

<input type="checkbox"/>	\$106,081 or above
<input type="checkbox"/>	120% 70,651 to 106,080
<input type="checkbox"/>	80% at or below 70,650

Making any false, fictitious or fraudulent statements or representations, making or using a false writing or document knowing the same to contain any false, fictitious or fraudulent statements or entry is a crime.

Tenant/Buyer Signature

Date

Telephone Number

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me or has/have produced _____ as identification.

Signature of Notary Public

SEAL

DEVELOPER CERTIFICATION

I certify that I, representing _____, certify compliance with the conditions and obligations as stated in the Workforce Housing Density Bonus Agreement. The unit referenced above is either being rented or sold to a family qualified and eligible under the Workforce Housing Density Bonus Agreement and the rent or mortgage payment meet the requirements of the program in accordance with the attached chart.

Developer Signature: _____ Title: _____

DEFINITION OF HOUSEHOLD INCOME

The Workforce Housing Density Bonus Program guidelines requires that the income of all persons, related or unrelated, 18 years of age or older, who are or will be residing in the household, be included in the calculation of income for this program. Unlike income that is averaged for credit underwriting, this program is concerned with income of all members of the household, which is anticipated to continue over the next 12 months. Current gross monthly income is multiplied by 12 to determine "total current annualized income." Gross monthly income is the sum of monthly gross pay, plus any addition from overtime, part-time employment, bonuses, self-employment, dividends, interest, royalties, pensions, VA compensation, income received from trust and income received from business activities or investments, the continuation of which is probable, based on foreseeable economic circumstances.

NOTICE OF APPROVAL or REJECTION by the CITY OF ST. PETERSBURG

The city of St. Petersburg has received the Workforce Housing Application Form ("Application") from _____, submitted by the Developer on behalf of the above referenced potential renter of a for-rent Workforce Housing Unit ("Unit"). The Application has been reviewed for concurrence of eligibility this _____ day of _____, 20____.

The city of St. Petersburg has found the applicant to be **compliant** with the requirements of the Workforce Housing Bonus Density/Intensity Agreement Program and concur with the Developer that the applicant is income eligible.

The approved Application shall be valid for one-hundred-eighty (180) days from the date of approval and must be valid at the time the Unit is occupied by the Applicant. The Developer may extend validity for an additional thirty (30) days if the Income Certification expires prior to occupancy with affidavit from the renter that no change in income has occurred.

Approved: _____ Date: _____

The city of St. Petersburg has found the applicant to be **non-compliant** with the requirements of the Workforce Housing Bonus Density/Intensity Agreement Program and **do not** concur with the Developer that the applicant is income eligible.

Rejected: _____ Date: _____

HUD release: 4/24/2019

FHFC Posted: 5/15/2019

Effective: 4/24/2019

**2019 Income Limits and Rent Limits
Florida Housing Finance Corporation
SHIP Program**

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household										Rent Limit by Number of Bedrooms in Unit					
		1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5
Osceola County (Orlando-Kissimmee-Sanford MSA) Median: 65,100	30%	14,600	16,910	21,330	25,750	30,170	34,590	39,010	43,430	Refer to HUD		365	393	533	699	864	1,030
	50%	24,300	27,800	31,250	34,700	37,500	40,300	43,050	45,850	48,580	51,356	607	651	781	902	1,007	1,111
	80%	38,850	44,400	49,950	55,500	59,950	64,400	68,850	73,300	77,728	82,170	971	1,040	1,248	1,443	1,610	1,776
	120%	58,320	66,720	75,000	83,280	90,000	96,720	103,320	110,040	116,592	123,254	1,458	1,563	1,875	2,166	2,418	2,667
	140%	68,040	77,840	87,500	97,160	105,000	112,840	120,540	128,380	136,024	143,797	1,701	1,823	2,187	2,527	2,821	3,111
Palm Beach County (W Palm Bch-Boca Raton HMFA; Miami-Ft. Lauderdale-West Palm Bch) Median: 75,400	30%	17,600	20,100	22,600	25,750	30,170	34,590	39,010	43,430	Refer to HUD		440	471	565	699	864	1,030
	50%	29,300	33,450	37,650	41,800	45,150	48,500	51,850	55,200	58,520	61,864	732	784	941	1,086	1,212	1,338
	80%	46,850	53,550	60,250	66,900	72,300	77,650	83,000	88,350	93,632	98,982	1,171	1,255	1,506	1,740	1,941	2,141
	120%	70,320	80,280	90,360	100,320	108,360	116,400	124,440	132,480	140,448	148,474	1,758	1,882	2,259	2,608	2,910	3,211
	140%	82,040	93,660	105,420	117,040	126,420	135,800	145,180	154,560	163,856	173,219	2,051	2,196	2,635	3,043	3,395	3,746
Pasco County (Tampa-St.Petersburg-Clearwater MSA) Median: 66,900	30%	14,050	16,910	21,330	25,750	30,170	34,590	39,010	43,430	Refer to HUD		351	387	533	699	864	1,030
	50%	23,450	26,800	30,150	33,450	36,150	38,850	41,500	44,200	46,830	49,506	586	628	753	870	971	1,071
	80%	37,450	42,800	48,150	53,500	57,800	62,100	66,350	70,650	74,928	79,210	936	1,003	1,203	1,391	1,552	1,712
	120%	56,280	64,320	72,360	80,280	86,760	93,240	99,600	106,080	112,392	118,814	1,407	1,507	1,809	2,088	2,331	2,571
	140%	65,660	75,040	84,420	93,660	101,220	108,780	116,200	123,760	131,124	138,617	1,641	1,758	2,110	2,436	2,719	2,999
Pinellas County (Tampa-St.Petersburg-Clearwater MSA) Median: 66,900	30%	14,050	16,910	21,330	25,750	30,170	34,590	39,010	43,430	Refer to HUD		351	387	533	699	864	1,030
	50%	23,450	26,800	30,150	33,450	36,150	38,850	41,500	44,200	46,830	49,506	586	628	753	870	971	1,071
	80%	37,450	42,800	48,150	53,500	57,800	62,100	66,350	70,650	74,928	79,210	936	1,003	1,203	1,391	1,552	1,712
	120%	56,280	64,320	72,360	80,280	86,760	93,240	99,600	106,080	112,392	118,814	1,407	1,507	1,809	2,088	2,331	2,571
	140%	65,660	75,040	84,420	93,660	101,220	108,780	116,200	123,760	131,124	138,617	1,641	1,758	2,110	2,436	2,719	2,999
Polk County (Lakeland-Winter Haven MSA) Median: 58,200	30%	12,490	16,910	21,330	25,750	30,170	33,800	36,100	38,450	Refer to HUD		312	367	533	699	845	931
	50%	20,400	23,300	26,200	29,100	31,450	33,800	36,100	38,450	40,740	43,068	510	546	655	756	845	931
	80%	32,600	37,250	41,900	46,550	50,300	54,000	57,750	61,450	65,184	68,909	815	873	1,047	1,210	1,350	1,490
	120%	48,960	55,920	62,880	69,840	75,480	81,120	86,640	92,280	97,776	103,363	1,224	1,311	1,572	1,816	2,028	2,236
	140%	57,120	65,240	73,360	81,480	88,060	94,640	101,080	107,660	114,072	120,590	1,428	1,529	1,834	2,119	2,366	2,609
Putnam County Median: 45,700	30%	12,490	16,910	21,330	25,750	27,950	30,000	32,100	34,150	Refer to HUD		312	367	533	671	750	828
	50%	18,100	20,700	23,300	25,850	27,950	30,000	32,100	34,150	36,190	38,258	452	485	582	672	750	828
	80%	28,950	33,100	37,250	41,350	44,700	48,000	51,300	54,600	57,904	61,213	723	775	931	1,075	1,200	1,323
	120%	43,440	49,680	55,920	62,040	67,080	72,000	77,040	81,960	86,856	91,819	1,086	1,164	1,398	1,614	1,800	1,987
	140%	50,680	57,960	65,240	72,380	78,260	84,000	89,880	95,620	101,332	107,122	1,267	1,358	1,631	1,883	2,100	2,318

Florida Housing Finance Corporation (FHFC) income and rent limits are based upon figures provided by the United States Department of Housing and Urban Development (HUD) and are subject to change. Updated schedules will be provided when changes occur.

Appendix B—Tax Credit Scoring Sheet

Funding Preference Qualifications – 9% Low Income Tax Credit

Applications that qualify for the Local Government Areas of Opportunity Designation* will automatically qualify for the Proximity Funding Preference. Applications that qualify for the Local Government Areas of Opportunity Designation* may also qualify for the Grocery Store Preference, Transit Service Preference, and Community Service Preference described in Section Five, B.2. of the RFA and outlined in the chart below.

Applications that do NOT qualify for the Local Government Areas of Opportunity Designation* may qualify for the Proximity Funding Preference, Grocery Store Preference, and Transit Service Preference described in Section Five, B.2. of the RFA as outlined in the chart below. Additionally, there is also a tiebreaker based on the actual proximity points for the two highest scoring Community Services.

The Proximity Funding Preference, Grocery Store Preference, Transit Service Preference, and Community Service Preference are not used when selecting the highest-ranking applications to meet the Local Government Areas of Opportunity Goal, but will be used when selecting applications in the remaining selection process, which may include Applications that qualify for the Local Government Areas of Opportunity Goal but not selected for funding to meet the goal.

Application Qualifications	If Eligible for PHA or RD Proximity Point Boost, Required Minimum Transit Service Points that Must be Achieved to be Eligible for Funding	If NOT Eligible for PHA or RD Proximity Point Boost, Required Minimum Transit Service Points that Must be Achieved to be Eligible for Funding	Required Minimum Total Proximity Points that Must be Achieved to be Eligible for Funding	Minimum Total Proximity Points that Must be Achieved to Receive the Proximity Funding Preference	Minimum Number of Proximity Points for Grocery Store that Must be Achieved to Receive the Grocery Store Preference	Minimum Transit Service Points that Must be Achieved to Receive the Transit Service Preference	Minimum Community Service Points that Must be Achieved for two Community Services to Receive the Community Service Preference**
If Application does not qualify for the Local Government Areas of Opportunity Designation*	1.5	2	10.5	12.5 or more	0.5	4	6.5
If Application qualifies for the Local Government Areas of Opportunity Designation*	Qualifies automatically	Qualifies automatically	Qualifies automatically	Qualifies automatically	0.5	4	6.5

Proximity tie-breaker points for Public Bus Stop or Metro-Rail Stop will be awarded as follows:

- Proximity of Proposed Development to a Public Bus Stop or Metro-Rail Stop Stated on Surveyor Certification form Proximity Tie-Breaker Points Awarded
 - If greater than 0 and less than or equal to 0.2 mile 1.25

- If greater than 0.2 and less than or equal to 0.3 mile 1
- If greater than 0.3 and less than or equal to 0.4 mile .75
- If greater than 0.4 and less than or equal to 0.5 mile .5
- If greater than 0.5 and less than or equal to 0.6 mile .25
- If greater than 0.6 mile 0
- Community Services (Maximum 4 Points for each service) The Community Services that are available to all demographics are Grocery Store, Medical Facility, Pharmacy, and Public School.
- Proximity tie-breaker points for Grocery Store, Public School, Medical Center and Pharmacy services will be awarded as follows: Proximity of Proposed Development's Tie-Breaker Measurement to eligible Service(s) Stated on Surveyor Certification form
Proximity Tie-Breaker Points Awarded for Each Eligible Service:
 - If greater than 0 and less than or equal to 1.0 mile 1.25
 - If greater than 1.0 and less than or equal to 2.0 miles 1
 - If greater than 2.0 and less than or equal to 3.0 miles .75
 - If greater than 3.0 and less than or equal to 4.0 miles .5
 - If greater than 4.0 and less than or equal to 5.0 miles .25
 - If greater than 5.0 miles 0
- Boost
- Qualified Census Tract
- Difficult Development Area
- Geographic Area of Opportunity
- Geographic Areas of Opportunity / SADDA Goal (Hillsborough and Orange Counties)

Definitions

Geographic Areas of Opportunity

Census tracts identified by the Corporation which meet at least two out of the following three threshold criteria designated by the Corporation based on the average of the three most recent 5-year averages of the American Community Survey: (a) census tract median income greater than the 40th percentile of all census tracts within the county; (b) educational attainment above the median of all tracts in the county, measured as the proportion of adults over 25 years old who have completed at least some college; and (c) tract employment rate greater than the statewide employment rate. The census tract list can be found at

<http://www.floridahousing.org/programs/developers-multifamilyprograms/competitive/areas-of-opportunity>.

Grocery Store

A retail food store consisting of 4,500 square feet or more of contiguous airconditioned space available to the public, that has been issued a food permit, current and in force as of the dates outlined below, issued by the Florida Department of Agriculture and Consumer Service (FDACS) which designates the store as a Grocery Store or Supermarket within the meaning of those terms for purposes of FDACS-issued food permits.

Additionally, it must have (i) been in existence and available for use by the general public since a date that is 6 months prior to the Application Deadline; (ii) been in existence and available for use by the general public as of the Application Deadline AND be one of the following: Albertson's, Aldi, Bravo Supermarkets, BJ's Wholesale Club, Costco Wholesale, Food Lion, Fresh Market, Harvey's, Milam's Markets, Piggly Wiggly, Presidente, Publix, Sam's Club, Sav – A – Lot, Sedano's, SuperTarget, Trader Joe's, Walmart Neighborhood Market, Walmart Supercenter, Whole Foods, Winn-Dixie; or (iii) been in existence and available for use by the general public as of March 1, 2020 but not available as of the application deadline because of temporary closures or service suspensions due to COVID-19 or other emergency suspension based on an official emergency declaration.

Local Government Areas of Opportunity

Developments receiving a high level of Local Government interest in the project as demonstrated by an irrevocable funding contribution that equals or exceeds 2.5 times the Total Development Cost Per Unit Base Limitation (exclusive of any addons or multipliers for the Development Type committed to for the proposed Development. The Minimum Local Government Areas of Opportunity Funding Amounts and other requirements are outlined in Section Four A.11 of the RFA.

Medical Facility

A medically licensed facility that employs or has under contractual obligation at least one physician licensed under Chapter 458 or 459, F.S. available to provide general medical treatment to patients by walk-in or by appointment. Facilities that only treat specific classes of medical conditions, including, but not limited to clinics/emergency rooms affiliated with specialty or Class II hospitals, or facilities that only treat specific classes of patients (e.g., age, gender) will not be accepted.

Additionally, it must have either (i) been in existence and available for use by the general public as of the Application Deadline; or (ii) been in existence and available for use by the general public as of March 1, 2020 but is not available as of the Application Deadline because of temporary closures or service suspensions due to COVID-19 or other emergency suspension based on an official emergency declaration.

Pharmacy

A community pharmacy operating under a valid permit issued pursuant to s. 465.018, F.S., current and in force as of the dates outlined below and open to the general public at least five days per week without the requirement of a membership fee. Additionally, it must have (i) been in existence and available for use by the general public since a date that is 6 months prior to the Application Deadline; (ii) been in existence and available for use by the general public as of the Application Deadline AND be one of the following: Albertson's, Costco Wholesale, CVS, Harvey's, Kmart, Navarro's, Piggly Wiggly, Publix, Sav – A – Lot, Target, Walgreens, Wal-Mart, Winn-Dixie; or (iii) been in existence and available for use by the general public as of March 1, 2020 but not available as of the Application Deadline because of temporary closures or service suspensions due to COVID-19 or other emergency suspension based on an official emergency declaration.

Public Bus Rapid

Transit Stop

A fixed location at which passengers may access public transportation via bus. The Public Bus Rapid Transit Stop must service at least one bus that travels at some point during the route in either a lane or corridor that is exclusively used by buses, and the Public Bus Rapid Transit Stop must service at least one route that has scheduled stops at the Public Bus Rapid Transit Stop at least every 20 minutes during the times of 7am to 9am and also during the times of 4pm to 6pm Monday through Friday, excluding holidays, on a year-round basis.

Additionally, it must have either (i) been in existence and available for use by the general public as of the Application Deadline; or (ii) been in existence and available for use by the general public as of March 1, 2020 but is not available as of the Application Deadline because of temporary closures or service suspensions due to COVID-19 or other emergency suspension based on an official emergency declaration.

Public Bus Stop

A fixed location at which passengers may access one or two routes of public transportation via buses. The Public Bus Stop must service at least one bus route that either (i) has scheduled stops at least hourly during the times of 7am to 9am and also during the times of 4pm to 6pm Monday through Friday, excluding holidays, on a year-round basis; or (ii) has the following number of scheduled stops within a 24 hour period, Monday through Friday, excluding holidays, on a year round basis, for the applicable county size; Small and Medium Counties: 12 scheduled stops Large Counties: 18 scheduled stops

Public Bus Transfer Stop

For purposes of proximity points, a Public Bus Transfer Stop means a fixed location at which passengers may access at least three routes of public transportation via buses. Each qualifying route must either (i) have a scheduled stop at the Public Bus Transfer Stop at least hourly during the times of 7am to 9am and also during the times of 4pm to 6pm Monday through Friday, excluding holidays, on a year-round basis; or (ii) have the following number of scheduled stops at the Public Bus Transfer Stop within a 24 hour period, Monday through Friday, excluding holidays, on a year-round basis, for the applicable county size: Small and Medium Counties: 12 scheduled stops Large Counties: 18 scheduled stops. This would include bus stations (i.e., hubs) and bus stops with multiple routes. Bus routes must be established or approved by a Local Government department that manages public transportation. Buses that travel between states will not be considered.

Public Rail Station

For purposes of proximity points, a Public Rail Station means a fixed location at which passengers may access the scheduled public rail transportation on a year-round basis at a MetroRail Station located in Miami-Dade County, a TriRail Station located in Broward County, Miami-Dade County or Palm Beach County, or a SunRail Station located in the following counties: Orange, Osceola, Seminole, and Volusia.

Public School

Either (i) a public elementary, middle, junior and/or high school, where the principal admission criterion is the geographic proximity to the school; or (ii) a charter school or a magnet school, if the charter school or magnet school is open to appropriately aged children who apply, without additional requirements for admissions such as passing an entrance exam or audition, payment of fees or tuition, or demographic diversity considerations.

“RECAP” or “Racially and Ethnically Concentrated Areas of Poverty

Census tracts in which at least 40 percent of the population is living below the poverty line and in which a concentration of individuals who identify as other than non-Hispanic White exceeds 50 percent of the population of the census tract. RECAP tracts are designated using the average of the three most recent 5-yr averages of the American Community Survey, excluding high margin of error tracts. The RECAP census tract list can be found at

[http://www.floridahousing.org/programs/developers-multifamilyprograms/competitive/racially-and-ethnically-concentrated-areas-of-poverty-\(recap\).](http://www.floridahousing.org/programs/developers-multifamilyprograms/competitive/racially-and-ethnically-concentrated-areas-of-poverty-(recap).)

Appendix C—Map Documentation

Acronym	Description	Notes
FDOR	Florida Department of Revenue	GIS parcel shape layer joined to NAL file to create complete parcel database with parcel attributes
NAL	Name-Address-Legal database	Database file downloaded from FDOR which contains parcel information
FDEP	Florida Department of Environmental Protection	
HC	Hillsborough County	
FDOT	Florida Department of Transportation	
USCB	United States Census Bureau	
FGDL	Florida Geographic Data Library	
ACS	American Community Survey	ACS data obtained via data.census.gov (2019 data was used at the time of this report)

Map Name	Data Layer Name (Shapefile)	Original Source	Definition Queries	Other Notes
Basemap	1. Cities 2. Urban Service Area 3. Airports 4. Interstates 5. Roads 6. Water 7. Environmental Land 8. Florida Managed Areas 9. Background Fade	1. HC 2. HC 3. HC 4. FDOT 5. HC 6. HC 7. HC ELAPP shapefile 8. Florida Natural Areas Inventory (available via FGDL)	1. None 2. None 3. None 4. ROUTE = 'I 75' OR ROUTE = 'I 4' OR ROUTE = 'I 275' 5. ROADCLASS = 'Minor Arterial' OR "ROADCLASS" = 'Nghbrhood Collector' OR "ROADCLASS" = 'Major Arterial' 6. None 7. None 8. None 9. "NAME" = 'HILLSBOROUGH' OR "NAME" = 'HARDEE' OR "NAME" = 'MANATEE' OR "NAME" = 'POLK' OR "NAME" = 'PINELLAS' OR "NAME" =	All layers present in basemap are within all subsequent maps

	10. Coastal High Water Hazard	9. USCB 10. HC	'PASCO' OR "NAME" = 'SUMTER' 10. None (layer not turned on for most maps, used for tagging parcels)	
Unincorporated Hillsborough County: Less than or Equal to 5 Acres, 6 DU/Acre+ FLU, vacant and within USA	1. Parcels	1. FDOR	1. TAX_AUTH_CD = 'U' AND USA = 'Yes' AND CHHA = 'No' AND Transit = 'Yes' AND Enviro = 'No' AND FLUDEN = '6 More' AND Acres <= 5 AND (DOR_UC = 0 OR DOR_UC = 10 OR DOR_UC = 40)	
Median Income	1. Median Income	1. USCB 2. ACS 2019	1. None	US Census Block Groups shapefile joined to ACS Data
Unincorporated Hillsborough County: Affordable Housing Density Bonus Parcel Eligibility	1. Parcels	1. FDOR	1. TAX_AUTH_CD = 'U' AND USA = 'Yes' AND CHHA = 'No' AND Transit = 'Yes' AND Enviro = 'No' AND FLUDEN = '4 More' AND Acres <= 5 AND (DOR_UC = 0 OR DOR_UC = 10 OR DOR_UC = 40) AND KEYS = '3 Miles_USFWS'	
Surplus Parcels	1. Surplus Parcels	1. FDOR	1. PARCELNO = '1928071GM000002000010U' OR PARCELNO = '1928071GM000002000020U' OR PARCELNO = '1928071GM000002000030U' OR PARCELNO = '1928071GM000002000040U' OR PARCELNO = '1928071GM000002000050U' OR PARCELNO = '1928071GM000002000060U' OR PARCELNO = '1928071GM000002000070U' OR PARCELNO = '1929111ND000019000010U' OR PARCELNO = '2029296630000002685000U' OR PARCELNO = '182731ZZZ000000706400U' OR PARCELNO = '192827ZZZ0000001386400U'	Parcel layer was derived from information provided by Hillsborough County

Unincorporated Hillsborough County: Affordable Housing Special Designated Areas	<ol style="list-style-type: none"> 1. Geographic Area of Opportunity 2. Small Area Difficult to Develop Area 3. Qualified Census Tract 4. Racial/Ethnic Concentrated Area of Poverty 	<ol style="list-style-type: none"> 1. Florida Housing Finance Corporation 2. HUD Office of Policy Development and Research 3. HUD Office of Policy Development and Research 4. HUD Office of Policy Development and Research 5. USCB 		US Census Block Groups shapefile was the basis for the other four shapes. Designated Tracts were selected based on individual criteria
Unincorporated Hillsborough County: Affordable Housing Competitive Point Services Location	<ol style="list-style-type: none"> 1. Qualified Bus Stop 2. School 3. Grocery Store 4. Pharmacies 5. Doctor 	<ol style="list-style-type: none"> 1. HART 2. Hillsborough County Schools 3. Google Maps 4. Google Maps 5. Google Maps 	In order to meet the 18 scheduled stops and minimum 1 hr headways. Removed any bus route with more than 60 minute headways for minimum headways. Removed routes not indicated on HART website as of 6/13/2021 (LUTZ EXPRESS into Pasco and 51LX into Pasco). Ended up with 52 total routes out of 86. Tagged bus stops within 100 feet of those routes (2074 out of 3243 total stops)	Utilized bus route shapefile to tag the bus stop shapefile