

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 ___th day of _____20__, by and between (“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 unit(s) (“Unit(s)”) on a _____ acre site located within the _____ zoning district which at _____ unit(s) per acre, would allow _____ unit(s) by right (“Development”); and

Whereas, in order to construct the additional _____ Unit(s), 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 unit(s) on the Property, provided that the Developer constructs the bonus unit(s) as a Workforce Housing Bonus Density Dwelling Unit(s) 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 unit(s) (“**Commencement Date**”) shall be the date of the first sale of each unit(s).
 - 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 Unit(s), 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 the _____ unit(s) calculated using the base residential density of _____ unit(s) per acre on this _____ acre site, Developer is granted a Bonus of _____ additional unit(s), and the City authorizes the Developer to construct thereon, in the aggregate a maximum number of _____ unit(s) on the Property, of which _____ is/are a Bonus Unit(s) which shall be sold or rented in accordance with the terms and conditions of this Agreement and Article V. _____ Bonus Unit(s) are designated for households at or below 80% AMI and _____ Bonus Unit(s) are designated for households at or below 120% AMI. (The Bonus Unit(s) may also be referred to herein as “Workforce Unit(s)”). This grant of a Bonus Unit(s) 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 Unit(s) 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(s) 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 Unit(s) shall comply with the Income Certification procedures set forth in paragraph 6(B) of this Agreement, for all sales of Workforce Unit(s) until all such Workforce Unit(s) are sold and occupied by the owners. The Developer of for-rent Workforce Unit(s) shall comply with the Income Verification procedures set forth in paragraph 6(B) of this Agreement, for all new renters of Workforce Unit(s) during the Term.

B. Eligibility and Qualification of a Buyer or Renter. Household income eligibility for purchase or rental of a Workforce Unit(s) 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(s) or as an eligible renter/ occupier of a for-rent Workforce Unit(s) 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(s). 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(s) 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(s) 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 Unit(s) 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 Unit(s) shall provide the City annually with a progress and monitoring report (“**Report**”) regarding the delivery of Workforce Unit(s) throughout the period of construction and occupancy. The Report shall, at a minimum, provide all information reasonably required to ensure 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 Unit(s) 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 Unit(s), including but not limited to eligibility of owners.

B. The Developer of for-rent Workforce Unit(s) shall provide the City with a Report regarding the delivery of Workforce Unit(s) 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 unit(s) are the Workforce Unit(s), the monthly rent for each Workforce Unit(s), the monthly income for tenants of the Workforce Unit(s), 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(s) 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 Unit(s) shall comply with Chapter 17.5, Article IV of the St. Petersburg City Code requiring new residential buildings of one to three unit(s) 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 Unit(s) 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 of 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 Unit(s), 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(s) 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(s), 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(s).

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 Unit(s).

D. The Workforce Unit(s) shall be intermixed with, and not segregated from, the market rate dwelling unit(s) in the Development. The number of efficiencies, one-, two-, and three or more-bedroom Bonus Unit(s) and the size of each type of Bonus Unit(s) shall comply with Article V. The exterior appearance of the Workforce Unit(s) shall be similar to the market rate dwelling unit(s) in the Development. The interior building materials and finish in the dwelling unit(s), 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 unit(s) and Workforce Unit(s).

20. **Phasing.** If the Development is to be built in phases, the number and type of Workforce Unit(s) 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 Unit(s) 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(s), which unit(s) in the Development are designated as Workforce Unit(s). 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
St. Petersburg, Florida 33731-2842
Attn.: Housing & Community Dev. Dept.

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.
32. **Listing of Available Unit(s):** Developer agrees to list all unit(s) available for rent at www.FloridaHousingSearch.org, which is a free listing service available for low-cost and affordable rental properties that has 24-hour access for updates.

[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: _____
Address: _____

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

Sign: _____
Print: _____
Address: _____

Attest: _____
Chandrahasa Srinivasa
City Clerk

(Seal)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of physical presence or on-line notarization this __ day of _____, 202_, by Joshua A. Johnson, as Housing & Community Development Director of St. Petersburg, Florida, 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 Florida Limited Liability Corporation

Sign: _____
Print: _____
Address: _____

By: _____
Print: _____
As its:

Sign: _____
Print: _____
Address: _____

Attest: _____
Print: _____

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(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of physical presence or on-line notarization this _____, 202_, by _____ as the Authorized Signatory of _____, a Florida _____, 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

EXHIBIT A
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- 2024

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% and 120% **OR** 150% income and rent limits *(150% only applicable for grandfathered Workforce Housing Density Bonus units approved prior to 8/23/2018).

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. **BEFORE COMPLETING: REFER TO THE ATTACHED 2024 FHFC SHIP INCOME LIMITS (150% only applicable for grandfathered Workforce Housing Density Bonus units approved prior to 8/23/2018).**

1 Person Household

<input type="checkbox"/>	150%	\$80,281 to \$100,350
<input type="checkbox"/>	120%	\$53,501 to \$80,280
<input type="checkbox"/>	80%	at or below \$53,500

5 Person Household

<input type="checkbox"/>	150%	\$123,841 to \$154,800
<input type="checkbox"/>	120%	\$82,551 to \$123,840
<input type="checkbox"/>	80%	at or below \$82,550

2 Person Household

<input type="checkbox"/>	150%	\$91,681 to \$114,600
<input type="checkbox"/>	120%	\$61,151 to \$91,680
<input type="checkbox"/>	80%	at or below \$61,150

6 Person Household

<input type="checkbox"/>	150%	\$132,961 to \$166,200
<input type="checkbox"/>	120%	\$88,651 to \$132,960
<input type="checkbox"/>	80%	at or below \$88,650

3 Person Household

<input type="checkbox"/>	150%	\$103,201 to \$129,000
<input type="checkbox"/>	120%	\$68,801 to \$103,200
<input type="checkbox"/>	80%	at or below \$68,800

7 Person Household

<input type="checkbox"/>	150%	\$142,201 to \$177,750
<input type="checkbox"/>	120%	\$94,751 to \$142,200
<input type="checkbox"/>	80%	at or below \$94,750

4 Person Household

<input type="checkbox"/>	150%	\$114,601 to \$143,250
<input type="checkbox"/>	120%	\$76,401 to \$114,600
<input type="checkbox"/>	80%	at or below \$76,400

8 Person Household

<input type="checkbox"/>	150%	\$151,321 to \$189,150
<input type="checkbox"/>	120%	\$100,851 to \$151,320
<input type="checkbox"/>	80%	at or below \$100,850

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

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: _____