
DEKALB COUNTY, GEORGIA
(a political subdivision duly created and existing under the laws of the State of Georgia)
and

HOUSING AUTHORITY OF THE COUNTY OF DEKALB, GEORGIA
(a public body corporate and politic duly created and
existing under the laws of the State of Georgia)

**INTERGOVERNMENTAL HOUSING
COOPERATION AGREEMENT**

Dated as of [____ _], 2026

THE RIGHTS AND INTEREST OF THE HOUSING AUTHORITY OF THE COUNTY OF DEKALB, GEORGIA (THE “HOUSING AUTHORITY”) IN THIS INTERGOVERNMENTAL HOUSING COOPERATION AGREEMENT AND THE REVENUES AND RECEIPTS DERIVED HEREFROM, EXCEPT FOR ITS RIGHTS UNDER SECTION 4.1 HEREOF, HAVE BEEN COLLATERALLY ASSIGNED AND PLEDGED TO THE BONDHOLDERS (AS DEFINED HEREIN) PURSUANT TO A MASTER BOND RESOLUTION ADOPTED BY THE HOUSING AUTHORITY ON JUNE 26, 2026.

**AMENDED AND RESTATED
INTERGOVERNMENTAL HOUSING
COOPERATION AGREEMENT**

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INTERGOVERNMENTAL HOUSING COOPERATION AGREEMENT

This **INTERGOVERNMENTAL HOUSING COOPERATION AGREEMENT** (this “**Contract**”), made and entered into as of [_____] , 2026, by and between the County of DeKalb, Georgia (the “**County**”), a political subdivision duly created and existing under the laws of the State of Georgia, and the Housing Authority of the County of DeKalb, Georgia (the “**Housing Authority**”), a public body corporate and politic duly created and existing under the laws of the State of Georgia;

WITNESSETH:

WHEREAS, the Housing Authority is a public body corporate and politic duly created and validly existing under and pursuant to an act known as the “Housing Authorities Law,” codified in Official Code of Georgia Annotated, Section 8-3-1, *et seq.*, as amended (the “**Housing Authorities Law**”), and an activating resolution of the Commissioner of Roads and Revenues for the County of DeKalb, Georgia adopted on December 27, 1955, and is now existing and operating as a public body corporate and politic of the State of Georgia (the “**State**”);

WHEREAS, by virtue of the authority of the laws of the State, and particularly the Housing Authorities Law, the Housing Authority is empowered to issue its revenue obligations for the purpose, *inter alia*, of enabling the financing of decent, safe, and sanitary single family and multifamily dwelling units for citizens of DeKalb County, Georgia (the “**County**”) with low or moderate income, and the Housing Authorities Law empowers the Housing Authority to issue its revenue obligations in accordance with the applicable provisions of the “Revenue Bond Law,” codified in Official Code of Georgia Annotated, Section 36-82-60, *et seq.*, as amended, in furtherance of the public purpose for which it is created;

WHEREAS, the Housing Authority is authorized: (a) to finance residential developments located within the County and intended to be occupied by low-income and moderate to low income tenants; (b) to incur indebtedness for the purpose of obtaining moneys to provide such financing, to establish any required reserve funds, and to pay administrative costs and other costs incurred in connection with the incurrence of such indebtedness of the Housing Authority; (c) to secure such indebtedness by pledges of revenues of the Housing Authority, including the revenues and receipts to be received by the Housing Authority from or in connection with this Contract; and (d) to mortgage, pledge, or grant security interests in such loans or other property of the Housing Authority in order to secure the payment of the principal of, redemption premium, if any, and interest on such indebtedness of the Housing Authority;

WHEREAS, the Housing Authorities Law authorizes the Housing Authority to issue its notes or other obligations from time to time, in its discretion, to provide funds to make direct loans for “eligible housing units,” which are defined in the Housing Authorities Law to mean real and personal property constituting single or multifamily dwelling units suitable for occupancy by “low and moderate income families” (as defined in the Housing Authorities Law) and such “community facilities” (as defined in the Housing Authorities Law) as may be incidental or appurtenant thereto;

WHEREAS, the Housing Authorities Law authorizes the Housing Authority to pledge the revenues from which its notes or other obligations are payable as security for the payment of the principal of and interest on such obligations and any agreements made in connection therewith;

WHEREAS, the “Housing Cooperation Law,” codified in Official Code of Georgia Annotated, Section 8-3-150 *et seq.*, as amended (the “**Housing Cooperation Law**”), authorizes the County, for the purpose of aiding and cooperating in the planning, undertaking, construction, or operation of any work or undertaking of the Housing Authority pursuant to the Housing Authorities Law, located within the area in which the Housing Authority is authorized to act, to, upon such terms, with or without consideration, as it may determine, (a) do any and all things necessary or convenient to aid and cooperate in the planning, undertaking, construction, or operation of any work or undertaking of the Housing Authority pursuant to the Housing Authorities Law, (b) enter into agreements (which may extend over any period, notwithstanding any provision or rule of law to the contrary) with the Housing Authority respecting action to be taken by the County pursuant to any of the powers granted by the Housing Cooperation Law, and (c) donate money to the Housing Authority or to agree to take such action;

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia of 1983, as revised the “**Constitution**”), authorizes any municipality of the State of Georgia to contract for any period not exceeding fifty (50) years with any public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, if such contract deals with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide;

WHEREAS, the Housing Authority, at the request and direction of the County, has established a Housing Investment Bond Program (as herein defined);

WHEREAS, pursuant to the terms of a Master Bond Resolution of the Housing Authority adopted on June 26, 2026 (the “**Bond Resolution**”), the Housing Authority is authorized to issue its Taxable Revenue Bonds (Housing Investment Bond Program) Series 2026, in one or more series, in an aggregate principal amount not to exceed \$25,000,000 (the “**Bonds**”), in order to provide the initial funding for the Housing Investment Bond Program;

WHEREAS, the Housing Authority and the County propose to enter into this Contract, under the terms of which (a) the Housing Authority will agree to maintain the Housing Investment Bond Program and (b) the County will agree (i) to make payments to the Housing Authority in amounts sufficient to enable the Housing Authority to pay when due the principal of, redemption premium, if any, and interest on the Bonds and all costs, fees, and expenses of the Housing Authority and any program administrator associated with the administration of the Housing Investment Bond Program, pursuant to the terms and conditions of the Bond Resolution, and (ii) to levy an annual ad valorem tax on all taxable property located within the corporate limits of the County, without limitation as to rate or amount, as may be necessary to produce in each year revenues that are sufficient to fulfill the County’s obligations under this Contract;

WHEREAS, pursuant to the Bond Resolution, the payments with respect to the Bonds to be received by the Housing Authority from the County pursuant to this Contract and the contract rights of the Housing Authority contained in this Contract are pledged and collaterally assigned to

the holders of the Bonds as security for the payment of the principal of, redemption premium, if any, and interest on the Bonds and any additional revenue bonds that may be issued pursuant to the terms and conditions of the Bond Resolution (collectively, the “**Bonds**”); and

WHEREAS, the Bond Resolution, as it may be supplemented from time to time, sets forth or will set forth, among other things, the interest rate or rates that the Bonds bear and the principal amount of the Bonds that will mature, either at maturity or by proceedings for mandatory redemption, in each year, and the Housing Authority has furnished or will furnish the County with certified copies of the Bond Resolution and any supplements thereto in order that the payments required to be made by the County under this Contract may be accurately computed and conclusively established;

NOW, THEREFORE, in consideration of the respective covenants, representations, and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the Housing Authority and the County agree as follows:

ARTICLE I

DEFINITIONS

In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:

“**Administrative Costs Fund**” means the Administrative Costs Fund created in the Bond Resolution and referred to herein.

“**Affiliate**” means, at any time, and with respect to any Person, (a) any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person, and (b) any Person beneficially owning or holding, directly or indirectly, 10% or more of any class of voting or equity interests of such first Person or any Person of which such first Person beneficially owns or holds, in the aggregate, directly or indirectly, 10% or more of any class of voting or equity interests. As used in this definition, “**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“**Authorized Authority Representative**” means the person at the time designated to act on behalf of the Housing Authority by written certificate furnished to the County and the Custodian, containing the specimen signature of such person and signed on behalf of the Housing Authority by the Chairman or Vice Chairman of its Governing Body. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. The Housing Authority designated the President and CEO of the Housing Authority as its Authorized Authority Representative.

“**Authorized County Representative**” means the person at the time designated to act on behalf of the County by written certificate furnished to the Housing Authority and the Custodian, containing the specimen signature of such person and signed on behalf of the County by the

[] of its Governing Body. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

“Bond Registrar” means the commercial bank appointed by the Housing Authority to maintain, in accordance with the provisions of the Bond Resolution, the registration books of the Housing Authority for the Bonds. [], Atlanta, Georgia, is the initial Bond Registrar for the Bonds.

“Bond Resolution” shall mean the Master Bond Resolution of the Housing Authority adopted on June 26, 2026, authorizing the issuance of up to \$20,000,000 in bonds, as supplemented and amended from time to time.

“Bondholders” means the Persons in whose names any of the Bonds are registered on the registration books of the Housing Authority.

“Board” shall mean the DeKalb County Board of Commissioners.

“Bonds” shall have the meaning assigned to that term in the recitals to this Contract.

“[Chief Housing Officer of DeKalb County]” means the [Chief Housing Officer of DeKalb County] together with any successors or assigns of the duties of the [Chief Housing Officer of DeKalb County].

“Contract” means this Intergovernmental Housing Cooperation Agreement between the County and the Housing Authority, as it may be supplemented and amended from time to time in accordance with the provisions hereof.

“Costs of Issuance Fund” means the Costs of Issuance Fund created in the Bond Resolution and referred to herein.

“County” shall mean the County of DeKalb, Georgia.

“Custodian” means the commercial bank appointed by the Housing Authority as custodian for the Administrative Costs Fund, the Costs of Issuance Fund, the Program Fund, and the Sinking Fund under the Bond Resolution, and its successors and assigns. [], Atlanta, Georgia, is the initial Custodian.

“Depository Agreement” means Depository Agreement dated as of [] 1, 2026, between the Issuer and the Custodian, as it may be amended, modified, or replaced.

“Disclosure Certificate” means the Continuing Disclosure Agreement between the County and [], as disclosure dissemination agent, and to be dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with its terms.

“Fiscal Year” shall mean the period commencing on each July 1 and ending on the next subsequent June 30.

“**Housing Authorities Law**” shall have the meaning assigned to that term in the recitals to this Contract, as the same may be amended from time to time.

“**Housing Authority**” shall mean the Housing Authority of the County of DeKalb, Georgia created and activated pursuant to the Housing Authorities Law.

“**Housing Cooperation Law**” shall have the meaning assigned to that term in the recitals to this Contract, as the same may be amended from time to time.

“**Housing Investment Bond Program**” shall have the meaning set forth in Section 5.5 of this Contract.

“**Paying Agent**” means the commercial bank or banks appointed by the Housing Authority to serve as paying agent for the Bonds in accordance with the terms of the Bond Resolution, and its successors and assigns. [_____], Atlanta, Georgia, is the initial Paying Agent for the Bonds.

“**Person**” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, or a government or agency or political subdivision thereof.

“**Program Administrator**” means any Person that contracts with the Housing Authority to administer the Housing Investment Bond Program. The initial Program Administrator will be the Housing Authority of the County of DeKalb, Georgia.

“**Program Fund**” means the Program Fund created in the Bond Resolution and referred to herein.

“**Program Guidelines**” means the guidelines and requirements of the Program attached hereto as Exhibit A, which Program Guidelines are by this reference expressly incorporated herein, and may be amended, modified, or replaced from time to time by the Housing Authority with the consent of the County.

“**Sinking Fund**” means the Sinking Fund created in the Bond Resolution and referred to herein.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Housing Authority. The Housing Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Housing Authority is authorized to enter into the transactions contemplated by this Contract and to carry out its obligations hereunder, has been duly authorized to execute and deliver this Contract, and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence.

(b) The execution and delivery of this Contract and the performance of all covenants and agreements of the Housing Authority contained in this Contract and the Bond Resolution have been duly authorized by proceedings of the Housing Authority adopted at public meetings duly and lawfully called and held.

(c) There is no litigation or proceeding pending, or to the knowledge of the Housing Authority threatened, against the Housing Authority that has or could have a material adverse effect on the right of the Housing Authority to execute this Contract or adopt the Bond Resolution or the ability of the Housing Authority to comply with any of its obligations under this Contract and the Bond Resolution.

(d) The Housing Authority is not subject to any bylaw or contractual or other limitation that in any way limits, restricts, or prevents it from entering into this Contract or adopting the Bond Resolution and performing its obligations hereunder and thereunder.

Section 2.2. Representations by the County. The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a political subdivision duly created and validly existing under the laws of the State of Georgia, having the power to enter into and carry out its obligations under this Contract, and, by proper action of its governing body, has authorized the execution and delivery of this Contract and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Contract, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Contract by it except as shall have been obtained as of the date hereof.

(b) This Contract has been duly executed and delivered by the County and constitutes the legal, valid, and binding obligation of the County enforceable in accordance with its terms.

(c) The authorization, execution, delivery, and performance by the County of this Contract and compliance by the County with the provisions hereof do not violate the Constitution or the statutes of the State of Georgia relating to the County or constitute a breach of or a default under, any other law, court order, administrative regulation, or legal decree, or any agreement or other instrument to which it is a party or by which it is bound.

(d) There is no litigation or proceeding pending, or to the knowledge of the County threatened, against the County that has or could have a material adverse effect on the right of the County to execute this Contract or its ability to comply with any of its obligations under this Contract or that involves the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the County.

ARTICLE III

TERM; PAYMENT PROVISIONS; OBLIGATIONS ABSOLUTE AND UNCONDITIONAL

Section 3.1. Term. The term of this Contract shall commence with the execution and delivery hereof and shall extend until fifty (50) years from the date hereof.

Section 3.2. Payments. (a) The County hereby covenants and agrees to pay to the Custodian on behalf of the Housing Authority at least one (1) business day prior to the date of any scheduled payments due with respect to the Bonds pursuant to the terms and conditions of the Bond Resolution, until the principal of, redemption premium, if any, and interest on the Bonds shall have been paid in full or duly provided for, a sum equal to the amounts due with respect to the Bonds on such dates when due pursuant to the terms and conditions of the Bond Resolution. The payments required to be made by the County to the Custodian pursuant to the provisions of this Section 3.2(a) shall be used by the Custodian solely to make payments due with respect to the Bonds pursuant to the terms and conditions of the Bond Resolution by providing for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same become due and payable. All payments received by the Custodian Authority under the provisions of this Section 3.2(a) shall not be commingled with any other funds of the Housing Authority and shall be received in trust and deposited directly into the Sinking Fund created and held under the Bond Resolution so as to assure the availability of moneys to pay the principal of, redemption premium, if any, and interest on the Bonds as the same become due and payable.

(b) As security for the payments required by Section 3.2(a) hereof, the County hereby pledges to the Housing Authority its full faith and credit and unlimited taxing power for such payments. The County covenants that, in order to make any such payments when due from its general funds to the extent required hereunder, the County will exercise its powers of taxation to the extent necessary to pay the amount of the payments required hereunder and will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other sources. The County further covenants and agrees that in order to make funds available for such purpose in each Fiscal Year, it will, to the extent necessary, in its general revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments, whether or not any other sums are included in such measure, until all payments so required to be made hereunder shall have been made in full. The obligation of the County to make the payments required to be made hereunder from its general funds shall constitute a general obligation of the County and a pledge of the full faith and credit of the County to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 3.2(b), then the fiscal officers of the County are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate Fiscal Year the amounts required to pay the obligations that may be due from the general funds of the County. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the County shall make such payments as are required to be made hereunder if for any reason the payment of such obligations shall not otherwise have been made.

(c) The County covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the corporate limits of the County, as now existent and as the same may hereafter be extended, at such rate or rates, without limitation

as to rate or amount, as may be necessary to produce in each year revenues that will be sufficient to fulfill the County's obligations to make any such payments required to be made by the County hereunder, from which revenues the County agrees to appropriate sums sufficient to pay in full when due all of the County's obligations to make any such payments. Nothing herein contained, however, shall be construed as limiting the right of the County to make the payments required to be made by the County out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds).

(d) The payments to be made by the County under the provisions of Section 3.2(a) hereof shall be made directly to the Custodian pursuant to this Contract and the Depository Agreement for the account of the Housing Authority and for deposit in the Sinking Fund.

Section 3.3. Obligations of County Hereunder Absolute and Unconditional. The obligations of the County to make the payments provided for herein and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim it may otherwise have against the Housing Authority. Until such time as the Bonds are paid or deemed paid in accordance with the terms of the Bond Resolution, the County (a) shall not withhold, suspend, abate, reduce, abrogate, diminish, postpone, modify, or discontinue the payments provided for herein, (b) shall perform and observe all of its other agreements contained in this Contract, and (c) shall not terminate the term of this Contract or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of the Housing Authority to carry out and implement the Housing Investment Bond Program as contemplated in this Contract and in the Bond Resolution or otherwise, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any political subdivision of either, any declaration or finding that any of the Bonds or the Bond Resolution is unenforceable or invalid, the invalidity of any provision of this Contract, or any failure of the Housing Authority to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Contract or the Bond Resolution. Nothing contained in this Section shall be construed to release the Housing Authority from the performance of any of the agreements on its part contained herein. If the Housing Authority should fail to perform any such agreement, the County may institute such action against the Housing Authority as the County may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not do violence to or adversely affect the agreements on the part of the County contained in this Contract and to make the payments specified herein. The Housing Authority hereby agrees that it shall not take or omit to take any action that would cause this Contract to be terminated. The County may, however, at its own cost and expense and in its own name or in the name of the Housing Authority, prosecute or defend any action or proceeding or take any other action involving third persons that the County deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the Housing Authority hereby agrees to cooperate fully with the County and to take all action necessary to effect the substitution of the County for the Housing Authority in any such action or proceeding if the County shall so request.

Section 3.4. Enforcement of Obligations. The obligation of the County to make payments required hereunder may be enforced by (a) the Housing Authority under the Bond

Resolution, in accordance with the applicable provisions of the Bond Resolution, (b) the Bondholders under the Bond Resolution, in accordance with the applicable provisions of the Bond Resolution, or (c) such receiver or receivers as may be appointed pursuant to the Bond Resolution or applicable law. It is understood and agreed that the Housing Authority will pledge the payments required to be made by the County hereunder, and will grant a collateral assignment of the Housing Authority's contract rights under this Contract, to secure its obligation to make payments due with respect to the Bonds pursuant to the terms and conditions of the Bond Resolution, and the County hereby consents to the pledge of its payments required to be made hereunder, and the grant of a collateral assignment in the Housing Authority's contract rights hereunder, pursuant to the Bond Resolution. The Housing Authority and the owners of the Bonds are deemed to be and are third party beneficiaries of the representations, covenants, and agreements of the County herein contained.

Section 3.5. No Set-Off. No breach, default, or failure by the Housing Authority to comply with the provisions of this Contract shall permit an abatement or reduction in or setoff against the payments due from the County hereunder. Nothing in this Contract shall otherwise impair, diminish, or affect any other right or remedy available to the County (a) as a result of the Housing Authority's breach, default, or failure under this Contract, or (b) to enforce the obligations of the Housing Authority under this Contract. No dispute or litigation between the Housing Authority and the County with respect to this Contract shall affect any party's duties to 'perform its obligations or its rights or remedies while such dispute or litigation is pending.

ARTICLE IV

SPECIAL COVENANTS OF COUNTY

Section 4.1. Fees and Expenses Paid by the County; Indemnity.

(a) The County agrees that it shall pay directly to the Housing Authority an amount sufficient to pay or reimburse the Housing Authority for all expenses actually incurred by the Housing Authority under this Contract and the Bond Resolution, including but not limited to the reasonable fees and expenses of its counsel and agents and all other costs associated with the Housing Investment Bond Program. Such amounts, to the extent they are not paid by moneys on deposit in the Administrative Costs Fund, shall be billed to the County by the Housing Authority from time to time, together with a statement certifying that the amount billed has been incurred or paid by such party for one or more of the above items. Amounts so billed shall be paid by the County within thirty (30) days after receipt of the bill by the County.

(b) In addition to the other amounts payable by the County under this Contract (including, without limitation, Section 4.1(a) hereof), the County hereby agrees to pay and indemnify the Housing Authority and each of its commissioners, directors, officers, employees, and agents from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Housing Authority may (other than as a result of the gross negligence or willful misconduct of the Housing Authority) incur or be subjected to as a consequence, directly or indirectly, of the Housing Investment Bond Program, including, but not limited to, (i) any actual or proposed use of the proceeds of the Bonds or the County's entering into or performing under this Contract, (ii) any breach by the County of any

representation, warranty, covenant, or condition in, or the occurrence of any other default under, this Contract, including without limitation all reasonable attorneys' fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations that the Housing Authority has joint liability with the County to any third party as a result of the transactions contemplated by this Contract, or (iv) any suit, investigation, or proceeding as to which the Housing Authority is involved as a consequence, directly or indirectly, of its execution of this Contract or the adoption of the Bond Resolution or any other event or transaction contemplated by this Contract or the Bond Resolution.

(c) Nothing contained in Section 4.1(b) hereof shall require the County to indemnify the Housing Authority for any claim or liability that the County was not given any opportunity to contest or for any settlement of any such action effected without the County's consent. The indemnity of the Housing Authority contained in Section 4.1(b) hereof shall survive the termination of this Contract.

(d) As security for the payments required by Section 4.1(a) and (b) hereof, the County hereby pledges to the Housing Authority its full faith and credit and unlimited taxing power for such payments. The County covenants that, in order to make any such payments when due from its general funds to the extent required hereunder, the County will exercise its powers of taxation to the extent necessary to pay the amount of the payments required hereunder and will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other sources. The County further covenants and agrees that in order to make funds available for such purpose in each Fiscal Year, it will, to the extent necessary, in its general revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments, whether or not any other sums are included in such measure, until all payments so required to be made hereunder shall have been made in full. The obligation of the County to make the payments required to be made hereunder from its general funds shall constitute a general obligation of the County and a pledge of the full faith and credit of the County to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 4.1(d), then the fiscal officers of the County are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate Fiscal Year the amounts required to pay the obligations that may be due from the general funds of the County. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the County shall make such payments as are required to be made hereunder if for any reason the payment of such obligations shall not otherwise have been made.

(e) The County covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the corporate limits of the County, as now existent and as the same may hereafter be extended, at such rate or rates, without limitation as to rate or amount, as may be necessary to produce in each year revenues that will be sufficient to fulfill the County's obligations to make any such payments required to be made by the County hereunder, from which revenues the County agrees to appropriate sums sufficient to pay in full when due all of the County's obligations to make any such payments. Nothing herein contained,

however, shall be construed as limiting the right of the County to make the payments required to be made by the County out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds).

Section 4.2. Continuing Disclosure. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Certificate. Notwithstanding any other provision of this Contract, failure of the County to comply with the Disclosure Certificate shall not be considered an event of default under this Contract; however, any beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County to comply with its obligations under this Section 4.2.

Section 4.3. Further Assurances and Corrective Instruments, Recordings, and Filings. The County agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments, certificates, and acknowledgments as may reasonably be required to perfect the pledge of revenues derived hereunder as provided in the Bond Resolution or for carrying out the intention of or facilitating the performance of this Contract.

Section 4.4. Confirming Documents. In connection with the issuance of the Bonds, the County shall, upon request by the Housing Authority, authorize, execute, and deliver to the Housing Authority any certificates, letters, or other documents confirming the obligations of the County under this Contract and the execution and delivery of this Contract.

Section 4.5. Tax Returns. The County shall prepare and file, or cause to be prepared and filed, any tax returns or other information that the Housing Authority is required by law to file with any taxing authority, federal, state, or local.

ARTICLE V

SPECIAL COVENANTS OF THE HOUSING AUTHORITY

Section 5.1. Additional Bonds. The Housing Authority shall not request or participate in the issuance of any revenue bonds, other than the Bonds, to be issued by the Housing Authority under the Bond Resolution without the prior written consent of the County.

Section 5.2. Access to Records. The Housing Authority shall keep or cause to be kept accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The County shall have the right at all reasonable times to examine and make extracts from the books and records of the Housing Authority, insofar as necessary to ascertain compliance with this Contract and to discuss with the Housing Authority's officers, employees, agents, and accountants the Housing Authority's affairs, finances, accounts, activities, assets, liabilities, financial condition, results of operations, and financial prospects.

Section 5.3. Housing Authority to Maintain its Existence; Line of Business. The Housing Authority agrees that while this Contract is in effect it shall maintain its legal existence as a public body corporate and politic of the State, shall not consolidate with or merge into another

entity or permit one or more other entities to consolidate with or merge into it, and shall not dissolve or otherwise dispose of all or substantially all of its assets.

Section 5.4. Financial Statements and Other Information. The Housing Authority shall provide, or cause to be provided to, the [Chief Housing Officer of DeKalb County] (a) annually, within one hundred eighty (180) days after the end of each Fiscal Year, the basic financial statements of the Housing Authority relating solely to the Housing Investment Bond Program, including the balance sheet, statement of support, revenues, and expenses and changes in fund balances, and statement of cash flows, for the year then ended, in comparative form with the preceding Fiscal Year, which basic financial statements shall be accompanied by an audit report resulting from an audit conducted by a firm of independent certified public accountants in conformity with generally accepted auditing standards (such audited financial statements shall also be provided to the Board), (b) promptly upon receipt thereof, a copy of each other report submitted to the Housing Authority by its accountants in connection with any annual, interim, or special audit made by them of the books of the Housing Authority relating solely to the Housing Investment Bond Program (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Housing Authority), (c) semiannually, within thirty (30) days after each June 30 and December 31, financial statements for such semiannual period prepared by the Housing Authority without audit, covering the operations of the Housing Authority relating solely to the Housing Investment Bond Program for such semiannual period and containing a balance sheet as of the end of such semiannual period and an income statement for such semiannual period, showing in comparative form the year to date financial figures for the current Fiscal Year, and a report showing the amounts of the loaned and unloaned balances of the Program Fund and the types of outstanding loans, categorized by the types of loans, and otherwise in accordance with the Program Guidelines, (d) with reasonable promptness, such other information relating to the operations, management, business, properties, or condition (financial or other) of the Housing Authority relating solely to the Housing Investment Bond Program as the County may reasonably request in writing from time to time, and (e) annually, within one hundred eighty (180) days of the end of each Fiscal Year, an annual presentation regarding the Program to the Board. The audited financial statements to be furnished to the [Chief Housing Officer of DeKalb County] and the Board annually pursuant to this Section 5.4 shall be prepared in accordance with generally accepted accounting principles applied on a consistent basis.

Section 5.5. Creation of Housing Investment Bond Program.

(a) The Housing Authority hereby establishes the Housing Investment Bond Program in accordance with the Bond Resolution, the Program Guidelines and this Contract. The Housing Authority shall, pursuant to the Bond Resolution, establish the following funds to be held in trust by the Custodian for the account of the Housing Authority and to be used for the purposes set forth in this Article V, the Program Guidelines and this Contract:

- A. Administrative Costs Fund;
- B. Costs of Issuance Fund;
- C. Program Fund (and certain accounts and subaccounts therein); and
- D. Sinking Fund

(b) Pursuant to the Bond Resolution, the Housing Authority shall deposit the proceeds of the sale of the Bonds into the funds created in the Bond Resolution in the amounts specified by joint written direction of the Housing Authority and the County, acting through the [Chief Housing Officer of DeKalb County] or another authorized representative of the County. [Prior to the issuance of the Bonds, the County, acting through its legislative process, shall approve the amounts to be deposited in the Program Fund for the Bonds and the purposes for which such amounts shall be applied, categorized by the purposes specified in the Program Guidelines.]

(c) Amounts held in the Program Fund may be used as provided in the Bond Resolution, the Program Guidelines and this Contract. The Housing Authority may make transfers from the Program Fund to the Administrative Costs Fund from time to time as needed to pay the administrative costs of the Housing Investment Bond Program.

(d) Annually, on or before the date that is thirty (30) days prior to the commencement of each Fiscal Year of the Housing Authority, the County, acting through the [Chief Housing Officer of DeKalb County] or other authorized representative of the [Chief Housing Officer of DeKalb County], shall file with the Housing Authority a written direction of the amounts or percentages of moneys held in the Program Fund that are to be used for the purposes specified in the Program Guidelines. Such written direction may be amended at any time by the County, acting through the [Chief Housing Officer of DeKalb County] or other authorized representative of the [Chief Housing Officer of DeKalb County]. Notwithstanding the foregoing, any such written direction of the [Chief Housing Officer of DeKalb County] or other authorized representative of the [Chief Housing Officer of DeKalb County] that changes the purposes of moneys held in the Program Fund, categorized by the purposes specified in the Program Guidelines, by more than [_____] percent (_____%)] of the remaining proceeds from the previous year's balance shall require the prior approval of the County, acting through its legislative process. The Housing Authority shall comply with such written direction in applying moneys held in the Program Fund for the purposes specified in the Program Guidelines. The Housing Authority may continue to rely upon such written direction until a new or amended written direction is filed with the Housing Authority by the County.

Section 5.6. Multifamily Loans. Moneys held in the Multifamily Acquisition Account of the Program Fund and the Decide DeKalb Catalyst Fund Revolving Multifamily Gap Financing Account of the Program Fund may be applied to make loans to developers to finance or provide for in part the acquisition, limited rehabilitation, stabilization activities, and initial operating, or replacement reserves for multifamily housing in accordance with the Program Guidelines (“**Multifamily Loans**”). No Multifamily Loan may be made or unconditionally committed to be made unless the developer shall have obtained through a firm commitment secure funding sources for the balance of the total costs of the multifamily housing project, but nothing in this sentence shall preclude the Housing Authority from making conditional commitments for Multifamily Loans. Multifamily Loans shall be subordinated in lien and right of payment to the repayment of other loans to finance or refinance the multifamily housing project, provided such other loans are made by lenders that are not Affiliates of the developer. The obligation to repay Multifamily Loans shall be evidenced by a promissory note in form and substance acceptable to the Housing Authority and the County and shall be secured by a deed to secure debt in form and substance acceptable to the Housing Authority and the County, which deed to secure debt shall be recorded in the real property records of the County. Each multifamily housing project financed by a

Multifamily Loan shall be regulated by a land use restriction agreement in form and substance acceptable to the Housing Authority and the County, which land use restriction agreement shall be recorded in the real property records of the County.

Section 5.7. Down Payment Assistance Program. Moneys held in the DeKalb HomeStart Down Payment Assistance Account of the Program Fund may be applied to make deferred payment assistance loans to income qualified homebuyers to support home purchase affordability within the County and may be used for down payment assistance, eligible closing costs, and interest rate paydowns for single-family residential units (“**Down Payment Assistance Loans**”). Down Payment Assistance Loans shall be structured as deferred-payment loans with no monthly repayment required and shall be subordinated in lien and right of payment to the repayment of other loans to finance or refinance the single-family residential unit, provided such other loans are made by lenders that are not Affiliates of the individual. The total amount of each Down Payment Assistance Loan shall not exceed \$20,000.00 for each eligible resident or \$25,000.00 for police officers, firefighters, civil workers, and other first responders in recognition of their essential public service. Repayment shall be due upon sale, refinance (excluding permitted rate-and-term refinances), or when the subject property is no longer occupied as the borrower’s primary residence. The obligation to repay Down Payment Assistance Loans shall be evidenced by a promissory note in form and substance acceptable to the Housing Authority and the County and shall be secured by a deed to secure debt in form and substance acceptable to the Housing Authority and the County, which deed to secure debt shall be recorded in the real property records of the County. The interest rate on each Down Payment Assistance Loan shall be [0.00] %.

Section 5.8. Owner Occupied Rehabilitation Loans. Moneys held in the DeKalb BrighterHome Owner Occupied Rehabilitation Account of the Program Fund may be applied to make home repair loans to income-qualified homeowners who own and reside within a single family residential unit located within the County for critical repairs necessary to maintain safe, habitable, and code-compliant housing (“**Owner Occupied Rehabilitation Loans**”). Eligible repairs and the priority of repairs addressed shall include (a) repairs that address health and life safety; (b) remediation of mold, lead based paint, asbestos, and/or other hazardous environmental conditions; (c) major system replacements; (d) roof repairs, and (e) accessibility modifications. The priority of eligible recipients includes (i) senior head of households aged fifty-five (55) and above, (ii) persons with disabilities, (iii) military veteran head of households, and (iv) long term residents. Owner Occupied Rehabilitation Loans will be forgivable in an amount not to exceed \$30,000 per home. Owner Occupied Rehabilitation Loan forgiveness shall be structured over a defined compliance period to promote long-term occupancy and housing stability. The obligation to repay Owner Occupied Rehabilitation Loans shall be evidenced by a promissory note in form and substance acceptable to the Housing Authority and the County and shall be secured by a deed to secure debt in form and substance acceptable to the Housing Authority and the County, which deed to secure debt shall be recorded in the real property records of the County. The interest rate on each Owner Occupied Rehabilitation Loan shall be [0.00] %.

Section 5.9. Housing Capacity Building Seed Account. The Housing Capacity Building Seed Account is designed to strengthen the housing development ecosystem in the County by providing financial resources, technical assistance, training, and institutional support to organizations engaged in housing development, preservation, and stabilization initiatives. The program supports nonprofit organizations, faith-based institutions, public agencies, municipalities,

anchor institutions, and emerging developers seeking to expand housing opportunities and advance community revitalization efforts. Through targeted investments in organizational capacity, development readiness, and cross-sector partnerships, the program aims to increase the number of capable organizations that can plan, finance, construct, preserve, or support housing initiatives across DeKalb County. The program includes several targeted initiatives that focus on strengthening the capacity of key actors within the housing ecosystem, including faith-based institutions, neighborhood-scale developers, and the DeKalb Land Bank Authority.

Section 5.10. Blighted Property and Redevelopment Account. Moneys held in the Revive DeKalb Blighted Property and Redevelopment Account of the Program Fund may be applied to support the strategic acquisition, assemblage, and repositioning of blighted, vacant, abandoned, or underutilized properties to facilitate affordable housing development and neighborhood revitalization. The program may provide direct acquisition funding, land assemblage financing, purchase participation interests, or predevelopment capital. Eligible properties may include tax-delinquent parcels, vacant or unsafe structures, distressed multifamily assets, and underutilized commercial properties suitable for residential or mixed-use redevelopment. The program prioritizes projects that remediate blight, eliminate safety hazards, catalyze reinvestment, and support long-term affordability and community stabilization.

Section 5.11. Transitional Housing and Homeless Account. The Transitional Housing and Homeless Account provides flexible financing and implementation support for the development of a continuum of interim housing solutions designed to serve individuals and families experiencing homelessness or housing instability. The program is structured to deliver a coordinated system of care that includes transitional housing, non-congregate family shelters, extended stay hotel conversions, and day shelter service centers—each aligned to support stabilization and pathways to permanent housing. Eligible uses include the acquisition, leasing, rehabilitation, conversion, and operation of hotels or similar facilities, the development or retrofit of non-congregate family shelter units, the establishment of transitional housing environments, and the creation of day shelter service centers. Funding may also support furnishing, capital improvements, and start-up costs, in coordination with service providers, housing agencies, and behavioral health partners. All projects supported through this program are expected to integrate comprehensive supportive services, including housing navigation, workforce support, mental and behavioral health services, and coordinated entry. Each project must demonstrate clearly defined pathways to permanent housing, ensuring that program participants transition from short-term stabilization to long-term housing outcomes

Section 5.12. Administrative Costs Fund. Moneys held in the Administrative Costs Fund shall be applied to pay the fees and expenses of the Housing Authority and its agents and counsel, and the costs of carrying out and administering the Housing Investment Bond Program.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Governing Law. This Contract and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia.

Section 6.2. Entire Agreement. This Contract expresses the entire understanding and all agreements between the parties hereto.

Section 6.3. Severability. If any provision of this Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any - other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Contract shall not affect the remaining portions of this Contract or any part thereof.

Section 6.4. Survival of Warranties. All agreements, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby, shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

Section 6.5. Counterparts. This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.6. Amendments in Writing. No waiver, amendment, release, or modification of this Contract shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing only executed by the parties hereto. The provisions of Article III of this Contract may not be amended, changed, modified, altered, or terminated except as provided in the Bond Resolution. All other provisions of this Contract may be amended, changed, modified, altered, or terminated without notice to or the consent of the Housing Authority or the owners of any Bonds.

Section 6.7. Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person or five days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the County and the Housing Authority, respectively, at the addresses shown below or at such other addresses as may be furnished by the County or the Housing Authority in writing from time to time:

County: DeKalb County, Georgia
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030
Attention: [Chief Housing Officer of DeKalb County]

with copies to: Office of the County Attorney
1300 Commerce Drive
Decatur, Georgia 30030
Attention: County Attorney

and

Finance Department
1300 Commerce Drive
Decatur, Georgia 30030
Attention: Chief Financial Officer

Housing Authority:

Housing Authority of the County of DeKalb,
Georgia
246 Sycamore Street, Suite 140
Decatur, Georgia 30030
Attention: President and Chief Executive
Officer

with a copy to:

Bryan Cave Leighton Paisner LLP
One Atlantic Center
14th Floor
1201 West Peachtree St NW
Atlanta, GA 30309
Attention: Gregory H. Worthy, Esq.

Section 6.8. Limitation of Rights. Nothing in this Contract, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder and the Housing Authority and the owners of the Bonds, any benefit or any legal or equitable right, remedy, or claim under this Contract.

Section 6.9. Program Administration Agreement. The County hereby acknowledges and agrees that the Housing Authority will enter into a Program Administration Agreement (the “**Program Agreement**”), pursuant to which the Housing Authority will serve as program administrator on behalf of the Housing Authority and, in such role, the Housing Authority will be solely responsible for the implementation and administration of the Housing Investment Bond Program on behalf of the Housing Authority. The County hereby consents to this arrangement.

Section 6.10. Responsibilities of Housing Authority. It is hereby recognized and agreed that the financial obligations of the Housing Authority under the Housing Investment Bond Program and the associated revenue bonds to be issued by the Housing Authority will be payable from those payments received by the Custodian on behalf of the Housing Authority under this Contract, as provided herein, and in the Bond Resolution. In addition, the administration of the Housing Investment Bond Program will be the responsibility of the Housing Authority, as provided in the Program Agreement. The Housing Authority shall be responsible for the oversight and review of the information and reports presented by the County, acting through the [Chief Housing Officer of DeKalb County], on a periodic basis, from both a financial and administrative position. The Housing Authority and its commissioners, directors and officers shall be entitled to rely upon such information, opinions, reports, or statements, including financial statements, and other data if prepared by legal counsel, public accountants, or other persons as to matters the directors reasonably believe are within the person’s professional or expert competence.

[Signatures and Seals to Follow]

IN WITNESS WHEREOF, the County and the Housing Authority have caused this Contract to be executed in their respective corporate names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the day and year first above written.

DEKALB COUNTY, GEORGIA

(SEAL)

By _____
[Title]

Attest:

[Title]

Approved as to Form:

Interim County Attorney

**HOUSING AUTHORITY OF THE
COUNTY OF DEKALB, GEORGIA**

(SEAL)

By _____
President/CEO

Attest:

Secretary

[Signature Page – Intergovernmental Housing Cooperation Agreement]

EXHIBIT A

PROGRAM GUIDELINES

Included in this Exhibit A are guidelines for the following funds and programs comprising the Housing Investment Bond Program:

<u>Exhibit</u>	<u>Program</u>
A-1	DeKalb HomeStart – Down Payment Assistance Program
A-2	Housing Capacity Building Seed Fund
A-3	Multifamily Acquisition Fund
A-4	Multifamily Gap Financing Loan Fund
A-5	Owner Occupied Rehabilitation Program
A-6	Revive DeKalb Blighted Property Program
A-7	Transitional Housing and Extended Stay Hotel Program

EXHIBIT A-1

**DeKalb HomeStart
Down Payment Assistance Program
Program Guidelines Framework**

1. Program Purpose

The **DeKalb HomeStart Down Payment Assistance Program** is designed to expand access to homeownership opportunities in DeKalb County by reducing the financial barriers associated with purchasing a home. The program provides down payment and closing cost assistance to qualified first-time homebuyers purchasing a primary residence within DeKalb County, with enhanced incentives for DeKalb County employees.

The initiative supports the County's broader housing strategy by:

- Expanding attainable homeownership opportunities
- Supporting workforce housing
- Attracting and retaining residents in DeKalb County
- Strengthening neighborhood stability and community investment

2. Definition of First-Time Homebuyer

For purposes of this program, a First-Time Homebuyer is defined as an individual or household that meets any one of the following conditions:

1. The applicant has not owned a primary residence within the past six (6) months; or
2. The applicant does not own any other residential real estate property at the time of application; or
3. The applicant currently owns a primary residence but sells that residence at least ten (10) days prior to closing on the purchase of the new home.

All participants must occupy the purchased property as their primary residence.

3. Income Eligibility

Eligible households must have gross household income that does not exceed 120% of the Area Median Income (AMI) for the Atlanta–Sandy Springs–Roswell Metropolitan Statistical Area, adjusted annually by the U.S. Department of Housing and Urban Development (HUD) and adjusted for household size.

Income-Based Assistance Tiers

Household Income Level Maximum Assistance

≤100% AMI	Up to \$20,000
101%–120% AMI	Up to \$15,000

4. DeKalb County Employee Incentive

Eligible DeKalb County employees may qualify for additional assistance under the following conditions.

Employee Eligibility Requirements

Applicants must:

- Be a current DeKalb County employee in good standing
- Have household income not exceeding 140% AMI
- Execute a 3-year employment retention agreement

Employee Assistance Levels

Household Category	Maximum Assistance
≤100% AMI	\$20,000
101%–120% AMI	\$15,000

County Employee Incentive +\$5,000

Maximum employee assistance:

Up to \$25,000

5. Housing Affordability Requirement

To ensure sustainable homeownership, the borrower’s total housing payment may not exceed 35% of gross household income.

The total housing payment includes:

- Mortgage principal
- Mortgage interest
- Property taxes
- Homeowners insurance
- HOA or condominium fees (if applicable)

6. Eligible Property Types

Eligible homes must be located within DeKalb County, Georgia and may include:

- Single-family homes
- Townhomes
- Condominiums
- Newly constructed homes
- Existing homes

The property must be the borrower’s primary residence.

7. Home Purchase Price Limits

The purchase price of homes eligible under this program shall not exceed the annually published purchase price limits established by the Georgia Dream Homeownership Program for DeKalb County, Georgia.

These limits are updated annually based on housing market conditions.

8. Use of Funds

Down payment assistance funds may be applied toward:

- Down payment
- Closing costs
- Prepaid escrow items (insurance and property taxes)

Borrowers may not receive cash back at closing from program funds.

Borrowers may be subject to a household liquidity maximum which would reduce the funding.

9. Form of Assistance

Assistance will be provided in the form of a deferred, forgivable loan secured by a second lien on the property.

Loan Terms

- Interest Rate: **0%**
- Repayment: **Deferred**
- Forgiveness Period: **10 years**

The assistance will be fully forgiven after ten (10) years, provided the borrower:

- Maintains the home as their primary residence.
- Does not sell or transfer ownership of the property.

If the property is sold or no longer used as the primary residence before the end of the affordability period, the full assistance amount must be repaid to the County.

This structure is consistent with the deferred-loan structure used in previous DeKalb homebuyer assistance programs supported by federal housing funds.

10. Homebuyer Education Requirement

All participating households must complete a HUD-approved homebuyer education course prior to closing.

The course must address:

- Mortgage financing
- Homeownership responsibilities
- Budgeting and financial management
- Property maintenance

A Certificate of Completion must be included in the applicant's program file.

11. Mortgage Requirements

Applicants must obtain financing through a licensed mortgage lender.

Eligible mortgage products include:

- Conventional loans
- FHA loans
- VA loans
- USDA loans

The mortgage must be a fixed-rate mortgage product. Predatory or high-risk mortgage products are prohibited, i.e., interest rates that exceed 2.25% above the corresponding treasury bond rate.

12. Application Requirements

Applicants must submit a complete application package including:

- Mortgage pre-approval letter
- Income documentation
- Tax returns and pay stubs.
- Credit authorization
- Homebuyer education certificate
- Executed purchase agreement.

Applications will be reviewed for:

- Income eligibility
- First-time homebuyer eligibility
- Housing affordability compliance
- Program compliance

13. Program Administration

The program will be administered by the:

Decide DeKalb Development Authority

Responsibilities include:

- Program outreach and marketing
- Application intake and review
- Eligibility verification
- Coordination with lenders
- Compliance monitoring
- Program reporting

14. Compliance Monitoring

The County or its designee will monitor assisted properties during the affordability period to ensure:

- Continued owner occupancy
- Compliance with program guidelines
- Adherence to fair housing requirements

15. Fair Housing Compliance

All program activities shall comply with federal, state, and local fair housing laws.

No person shall be discriminated against based on:

- Race
- Color
- Religion
- National origin
- Sex
- Disability
- Familial status
- Any other protected class

16. Program Outcomes

The DeKalb HomeStart Down Payment Assistance Program aims to:

- Increase homeownership opportunities for working households.
- Reduce barriers to purchasing a home.
- Strengthen neighborhood stability.
- Support long-term community investment in DeKalb County

EXHIBIT A-2

Housing Capacity Building Seed Fund Program Guidelines

1. Program Overview

The Housing Capacity Building Seed Fund (HCBSF) is designed to strengthen the housing development ecosystem in DeKalb County by providing financial resources, technical assistance, training, and institutional support to organizations engaged in housing development, preservation, and stabilization initiatives.

The program supports nonprofit organizations, faith-based institutions, public agencies, municipalities, anchor institutions, and emerging developers seeking to expand housing opportunities and advance community revitalization efforts.

Through targeted investments in organizational capacity, development readiness, and cross-sector partnerships, the program aims to increase the number of capable organizations that can plan, finance, construct, preserve, or support housing initiatives across DeKalb County.

The program includes several targeted initiatives that focus on strengthening the capacity of key actors within the housing ecosystem, including faith-based institutions, neighborhood-scale developers, and the DeKalb Land Bank Authority.

2. Program Objectives

The Housing Capacity Building Seed Fund is intended to achieve the following objectives:

- Strengthen the housing development ecosystem within DeKalb County
- Increase the capacity of organizations to develop and preserve housing.
- Support community-rooted institutions seeking to activate land and property for housing initiatives.
- Improve development readiness and project pipelines.
- Foster collaboration between public agencies, nonprofit organizations, faith-based institutions, anchor institutions, and development partners
- Expand opportunities for neighborhood-scale and incremental development.

3. Eligible Applicants

The Housing Capacity Building Seed Fund is open to organizations operating within DeKalb County that are engaged in housing development or housing-related initiatives.

Eligible applicants include the following categories.

Nonprofit and Community Organizations

- Nonprofit housing developers
- Community Development Corporations (CDCs)
- Community land trusts
- Mission-driven development organizations
- Community-based organizations engaged in housing initiatives

Faith-Based Organizations

Faith-based organizations engaged in housing development or community development activities may apply.

Eligible entities include:

- Religious institutions seeking to develop housing on church-owned property
- Faith-based nonprofit development entities
- Faith-based coalitions supporting housing initiatives

Public Agencies

Public agencies that play a role in housing development or redevelopment activities may apply.

Eligible entities include:

- DeKalb County departments involved in housing, planning, or community development
- Municipal governments within DeKalb County
- Housing authorities
- Redevelopment authorities
- Other public agencies engaged in housing initiatives

Anchor Institutions

Anchor institutions are defined as large place-based entities located in DeKalb County whose long-term presence and institutional resources position them to support housing solutions and community development initiatives.

Examples may include:

- Hospitals and health systems
- Universities and higher education institutions
- Major nonprofit institutions
- Large employers with community investment initiatives
- Institutional landholders with redevelopment potential

Development Partnerships

Joint ventures or partnerships between eligible organizations may apply. Partnerships may include collaborations between:

- emerging developers and experienced developers
- faith-based organizations and housing developers
- anchor institutions and development partners
- public agencies and nonprofit organizations.

4. Eligible Activities

Program funding may be used to strengthen the organizational capacity and development readiness of eligible applicants.

Eligible activities may include the following.

Organizational Capacity Development

- Hiring or supporting housing development staff
- Organizational strategic planning
- Financial management system improvements
- Legal and accounting services
- Board governance training
- Development training and professional certification
- Organizational infrastructure improvements

Housing Development Capacity

- Predevelopment planning activities
- Site feasibility analysis
- Market studies
- Environmental assessments

- Conceptual architectural design
- Financial modeling and development underwriting
- Zoning and land use analysis
- Development consulting services

Institutional Housing Initiatives

Funding may support housing initiatives undertaken by faith-based institutions, anchor institutions, and public agencies.

Eligible activities may include:

- feasibility analysis for housing on institution-owned land
- planning for mixed-income or mixed-use housing
- workforce housing planning initiatives
- housing stabilization initiatives serving vulnerable populations

Development Partnerships

Funding may support the creation of development partnerships including:

- joint venture structuring
- development team formation
- partnership agreements
- legal structuring of development entities

Technical Assistance and Training

Program resources may also support training and technical assistance activities including:

- housing finance training
- development underwriting training
- construction management training
- compliance and regulatory training
- development project management training.

5. Opening Program Initiatives

The Housing Capacity Building Seed Fund includes several targeted initiatives designed to address specific capacity gaps within the housing ecosystem.

Faith-Based Community Development Cohort

The Faith-Based Community Development Cohort supports faith-based institutions seeking to activate underutilized land and property for residential or mixed-use development.

The program provides training, technical assistance, and development partnerships to help faith-based institutions pursue housing initiatives.

The cohort curriculum includes modules covering:

- real estate development fundamentals
- land use and zoning considerations
- development feasibility analysis
- housing finance
- development partnerships and joint ventures
- community wealth-building strategies

- governance and long-term asset stewardship.

Organizations that successfully complete the cohort may be eligible to apply for pre-development grants to support early-stage development activities.

Neighborhood Scale Incremental Development Cohort

The Neighborhood Scale Incremental Development Cohort supports residents, community organizations, small investors, and emerging developers who own vacant, undeveloped, or underutilized property.

The program is designed to encourage small-scale housing and mixed-use development projects that strengthen neighborhood stability and economic vitality.

Eligible development types may include:

- small-scale multifamily housing
- accessory dwelling units
- mixed-use neighborhood buildings
- affordable rental housing
- affordable homeownership housing
- neighborhood commercial spaces.

Participants in the cohort receive training on incremental development principles, project feasibility, construction budgeting, financing strategies, and community wealth-building models.

Participants who complete the cohort may be eligible for Neighborhood Scale Pre-Development Grants.

DeKalb Land Bank Capacity Building Initiative

The DeKalb Land Bank Capacity Building Initiative supports the operational and development capacity of the DeKalb Regional Land Bank Authority.

The initiative seeks to increase the productivity of the Land Bank and accelerate the disposition of publicly owned properties for housing development.

Capacity-building activities may include:

- land inventory management systems
- property data systems and GIS integration
- disposition program design
- developer outreach and engagement
- property stabilization and maintenance programs.

The initiative also supports partnerships between the Land Bank and nonprofit developers, emerging developers, municipalities, and community organizations.

6. Program Funding Structure

Beyond the Opening Program Initiatives detailed above, the Housing Capacity Building Seed Fund may provide funding through a combination of:

- capacity building grants
- pre-development grants
- technical assistance services
- training and cohort programs.

Grant funding levels may vary depending on the scope of proposed activities.

Typical grant ranges may include:

Grant Category	Funding Range
Small Capacity Grant	\$25,000 – \$50,000
Intermediate Capacity Grant	\$50,000 – \$100,000
Strategic Capacity Grant	\$100,000 – \$250,000

7. Application Process

Funding opportunities may be offered through a Notice of Funding Availability (NOFA) or a rolling application process.

Applicants may be required to submit:

- organizational background and mission
- housing development experience or programmatic experience
- description of proposed activities
- proposed use of funds
- implementation timeline
- expected outcomes.

Applicants may also be required to provide documentation including:

- organizational financial statements
- project summaries
- staff qualifications
- proof of organizational standing.

8. Evaluation Criteria

Applications may be evaluated using the following criteria:

Evaluation Factor	Description
Organizational Capacity	Ability to successfully implement proposed activities
Development Experience	Experience in housing or community development
Development Pipeline	Potential housing initiatives or project pipeline
Capacity Building Need	Demonstrated need for program support
Program Impact	Potential to expand housing opportunities
Community Alignment	Alignment with housing priorities and community needs

9. Reporting and Compliance

Program participants must comply with program requirements and submit periodic progress reports.

Reporting may include:

- organizational capacity improvements
- development pipeline growth
- partnerships formed.
- projects initiated or advanced.
- financial reporting on the use of funds.

Participants may be required to submit quarterly or semi-annual reports.

10. Program Administration

The Housing Capacity Building Seed Fund will be administered by the sponsoring housing agency responsible for housing policy and program implementation within DeKalb County.

Administrative responsibilities include:

- program oversight and management
- application review and selection
- grant administration
- coordination of training and technical assistance
- monitoring and evaluation of program performance.

11. Program Performance Metrics

The Housing Capacity Building Seed Fund will track program outcomes including:

- number of organizations supported.
- number of participants completing cohort programs
- number of development partnerships formed.
- housing units in development pipelines
- housing units produced or preserved.
- land bank properties redeveloped.

12. Program Governance

A Program Advisory Committee may be established to support the program.

The committee may include representatives from:

- housing finance professionals
- nonprofit development organizations
- public sector housing agencies
- anchor institutions
- academic institutions.

The committee may assist with application review, funding recommendations, and program evaluation.

13. Program Impact

The Housing Capacity Building Seed Fund is expected to:

- expand the housing development ecosystem within DeKalb County
- increase the number of organizations capable of delivering housing projects.
- activate institutional land assets for housing development.
- strengthen neighborhood-scale development capacity.
- increase the productivity of the DeKalb Land Bank Authority
- accelerate housing production and preservation across the county.

EXHIBIT A-3

Multifamily Acquisition Fund

Provides acquisition capital to the Housing Authority of DeKalb County and its affiliates to preserve, stabilize, and convert existing multifamily properties into long-term, mixed-income affordable housing under public or mission-driven ownership.

To establish an effective **Multifamily Acquisition Fund (Fund)**, the guidelines must balance the speed required for real estate transactions with the compliance necessary for affordability.

Below is the recommended program guidelines structured for a fund targeting **60%**, **80%**, and **120%** of the Area Median Family Income (AMFI).

1. Program Objective

The Fund provides mission-driven capital to The Housing Authority of Dekalb County (HADC) to rapidly acquire and preserve multi-family housing. The goal is to prevent displacement and ensure long-term affordability for low-to-moderate-income households across a broad economic spectrum.

2. Income & Affordability Tiers

To ensure a mixed-income community and financial feasibility, the fund requires a "Weighted Affordability" model. HADC should allocate unit rents based on the following table.

Tier	Target Population	% of Portfolio
Tier 1 (60% AMFI)	Low Income / Essential Workers	20%
Tier 2 (80% AMFI)	Workforce Housing	50%
Tier 3 (120% AMFI)	Middle-Income / Attainable Housing	30%

3. Eligible Properties

- **Property Types:** Multi-family residential (5+ units), Naturally Occurring Affordable Housing (NOAH), mixed-use buildings with a residential majority, or new construction within Dekalb County.
- **Location:** HADC will use its best efforts to acquire properties in all 7 of the County's commission districts.

4. Terms

The Fund will provide 5% of the total development cost to each project. In exchange for this capital contribution, HADC will agree to the following

- **Affordability Period:** A minimum of **10 years** via a recorded land use restrictive covenant based on the table above
- **Distributions:** HADC will distribute to the County 30% of the distributable cash flow from each property.

5. Compliance & Reporting

To maintain the integrity of the fund, borrowers must submit annual reports including:

1. **Financials:** HADC will provide monthly financials to the County
2. **Income Certification:** New tenants must provide third-party verification of income at the time of lease. HADC will not displace any resident at the time of acquisition regardless of their income level nor will HADC displace any resident who's income increases during their tenancy.
3. **Physical Inspections:** Business License Inspections will be utilized to provide periodic audits to ensure the property meets quality standards.

EXHIBIT A-4

Multifamily Gap Financing Loan Fund

Program Guidelines

1. Program Purpose

The **DeKalb County Multifamily Gap Financing Loan Fund** is established to expand the supply and preservation of affordable and workforce rental housing by providing low-cost subordinate financing to eligible multifamily developments located within DeKalb County, Georgia.

The program is designed to address capital stack gaps commonly encountered in affordable housing developments utilizing federal, state, local, and private financing sources. By providing flexible long-term financing, the County seeks to catalyze affordable housing production while preserving public capital through a revolving loan structure.

2. Program Objectives

The Multifamily Gap Financing Loan Fund is intended to:

- Increase the production and preservation of affordable rental housing
- Support developments utilizing Low-Income Housing Tax Credits (LIHTC) and other affordable housing financing tools
- Facilitate mixed-income and workforce housing developments with long-term affordability commitments
- Encourage equitable housing development throughout DeKalb County
- Leverage private and public investment to maximize housing production
- Preserve County capital through a revolving loan fund model

3. Program Capitalization

The initial capitalization of the fund is **\$25 million**.

The fund operates as a revolving loan fund, meaning loan repayments are recycled to support additional housing developments.

Over the first ten years, total loan deployment is expected to reach approximately \$32.5 million, consisting of:

- \$25 million in initial capitalization
- Approximately \$9.7 million in loan repayments redeployed into new projects

4. Eligible Projects

Eligible projects must be located within DeKalb County, Georgia and meet minimum project scale and affordability requirements to ensure meaningful housing production.

4.1 Minimum Project Requirements

To qualify for funding, developments must meet the following thresholds:

Minimum Project Size

Projects must contain at least 20 total residential units.

Minimum Affordable Housing Requirement

Projects must include at least 10 units designated as affordable housing.

Affordable units must serve households within the following income bands:

- Below 60% of Area Median Income (AMI)
- Between 60% and 80% of AMI

Projects providing deeper affordability may receive priority consideration.

4.2 Eligible Development Types

Eligible projects may include:

- New construction affordable rental housing
- Preservation or rehabilitation of existing multifamily housing
- Mixed-income rental developments with long-term affordability covenants
- Workforce housing developments
- Supportive housing developments with operating subsidies
- Acquisition and rehabilitation of multifamily housing
- Transit-oriented or mixed-use developments where residential use is the primary component

4.3 Eligible Financing Structures

Projects may utilize:

- 9% LIHTC developments
- 4% LIHTC / tax-exempt bond developments
- Non-LIHTC affordable housing developments with affordability restrictions
- Public-private partnership developments
- Mixed-income developments combining affordable and market-rate units

5. Eligible Applicants

Eligible applicants include:

- For-profit housing developers
- Nonprofit housing developers
- Joint ventures between nonprofit and for-profit developers
- Public housing authorities
- Community development corporations
- Mission-driven housing organizations

Applicants must demonstrate:

- Experience in multifamily housing development
- Financial capacity to complete the project
- Ability to secure primary financing

6. Eligible Uses of Funds

Gap financing loans may be used for:

- Construction financing gaps
- Permanent financing gaps
- Acquisition financing gaps
- Rehabilitation costs
- Infrastructure and site development costs
- Development soft costs
- Required reserves associated with development financing

Funds may not be used for:

- Developer profit or distributions
- Refinancing existing debt without rehabilitation
- Luxury amenities unrelated to housing affordability

7. Loan Terms

Loans provided through the Multifamily Gap Financing Loan Fund will be structured to support financially feasible affordable housing developments while protecting County capital.

7.1 Maximum Loan Amount

Loan amounts will be determined based on the number and depth of affordable units within the development, subject to the following limits:

- \$100,000 per unit affordable to households below 60% AMI
- \$75,000 per unit affordable to households between 60% and 80% AMI

The maximum loan size per project shall not exceed \$2,500,000.

Loan sizing will be determined based on qualifying affordable units and overall project feasibility.

7.2 Interest Rate

Loans will carry an interest rate of **up to 4.5 percent**, determined based on project underwriting and financial feasibility.

Projects providing deeper affordability or strong public benefits may receive lower interest rates.

7.3 Loan Term

Loan terms may be **up to 45 years**, based on underwriting and alignment with project affordability commitments and senior financing structures.

7.4 Amortization

Loans may be structured with **amortization periods of up to 45 years**.

Loan structures may include:

- Interest-only periods
- Deferred payment periods
- Amortizing payment periods following stabilization

Repayment structures will be determined during underwriting and coordinated with senior financing.

7.5 Balloon Payments

Balloon payments **may be incorporated based on underwriting**, particularly where necessary to align with:

- Senior loan maturities
- Tax credit compliance periods
- Refinancing events

7.6 Subordination

County loans will typically be subordinate to senior construction and permanent financing, allowing projects to close successfully while maintaining prudent risk management.

8. Affordability Requirements

Projects receiving financing must maintain affordability restrictions for **a minimum of 30 years or as long as the loan amount is outstanding**.

Affordability requirements may include:

Unit Type	Requirement
LIHTC Developments	Must comply with LIHTC affordability requirements
Non-LIHTC Developments	Minimum affordable units serving $\leq 80\%$ AMI
Mixed-Income Developments	Must include required affordable units as defined by the program

Projects serving households at $\leq 60\%$ AMI may receive priority consideration.

9. Project Underwriting Criteria

All projects must demonstrate financial feasibility, developer capacity, and alignment with County housing priorities.

9.1 Financial Feasibility

Projects must present a viable capital structure supported by realistic development budgets and operating projections.

To ensure prudent leverage and financial sustainability, the following underwriting standards apply to **global “must pay” debt** (debt requiring scheduled principal and interest payments):

- 1.10x **Minimum Global Debt Service Coverage Ratio (DSCR)**
 - 1.30x **Maximum Global Debt Service Coverage Ratio (DSCR)**
 - 95% of stabilized value **Maximum Combined Loan-to-Value (LTV) Ratio for Global Must-Pay Debt**
 - 90% of total development cost **Maximum Combined Loan-to-Cost (LTC) Ratio for Global Must-Pay Debt**
- These thresholds ensure projects maintain sustainable operating margins while preventing excessive leverage.

9.2 Developer Capacity

Applicants must demonstrate sufficient experience and capacity to deliver the proposed project.

Evaluation criteria include:

- Previous multifamily development experience
- Successful completion of comparable projects
- Financial strength and liquidity
- Qualifications of the development team

Developers without prior experience may be required to partner with experienced co-developers.

9.3 Housing Impact

Projects will be evaluated based on their contribution to County housing goals, including:

- Number of affordable units produced or preserved
- Depth of affordability
- Duration of affordability restrictions
- Service to underserved populations

9.4 Strategic Alignment

Projects will also be evaluated for consistency with DeKalb County housing priorities, including:

- Geographic distribution of affordable housing
- Proximity to transit, employment centers, schools, and services
- Preservation of existing affordable housing
- Alignment with County housing initiatives

10. Funding Priorities

Projects may receive priority consideration if they:

- Serve households at $\leq 60\%$ AMI
- Preserve existing affordable housing at risk of loss
- Include supportive housing components
- Are located near transit, employment centers, or community services
- Leverage significant private capital
- Align with DeKalb County housing initiatives

EXHIBIT A-5

**Owner-Occupied Rehabilitation Program (OORP)
Program Guidelines and Eligibility Requirements**

1. Program Overview

DeKalb County administers two complementary home repair initiatives designed to preserve safe housing conditions, support vulnerable residents, and maintain the County’s owner-occupied housing stock.

These programs include:

Special Purpose Home Repair Program (SPHRP)
Provides targeted repairs addressing immediate health and safety hazards for seniors and disabled homeowners.

Owner-Occupied Rehabilitation Program (OORP)
Provides broader rehabilitation assistance for long-term homeowners whose homes require more substantial repairs to remain safe, habitable, and structurally sound.

Where applicants meet the eligibility requirements for both programs, assistance may be layered concurrently to address the full scope of repairs required for the home.

When programs are layered, the combined maximum investment per property may not exceed \$44,000, inclusive of construction costs, contractor profit and overhead, and eligible exterior beautification improvements.

2. Special Purpose Home Repair Program (SPHRP)

Program Purpose

The Special Purpose Home Repair Program assists seniors and disabled residents with urgent housing repairs that threaten the health, safety, or habitability of their homes.

Maximum Assistance:
Up to \$14,000 per eligible household.
Assistance is provided as a Deferred Payment Forgivable Loan .

SPHRP Homeowner Eligibility

Applicants must meet the following criteria:

Age or Disability Requirement

Applicants must be:

- 62 years of age or older, or
- 21 years of age or older and legally disabled.

Ownership and Residency

Applicants must:

- Own and occupy the property as their primary residence.
- Be listed on the property title for at least 12 months prior to application.

Property Ownership

Applicants must:

- Hold clear title to the property.
- Not own or finance more than one residential property

Financial Standing

Applicants must:

- Not currently be under bankruptcy protection.
- Be current on federal and state income taxes.

Household Income Limits

Household income must not exceed 60% of Area Median Income (AMI) adjusted for household size.

Household Size Maximum Income (60% AMI)

1 Person	\$48,000
2 Person	\$54,840
3 Person	\$61,680
4 Person	\$68,520
5 Person	\$74,040
6 Person	\$79,500
7 Person	\$85,020
8 Person	\$90,480

Income limits are subject to annual updates based on HUD guidance.

SPHRP Property Eligibility

Eligible properties must:

- Be located within unincorporated DeKalb County
- Be a single-family detached home.
- Be capable of passing required building permits and inspections.
- Have current property taxes.
- Have total property liens not exceeding \$5,000.

The following property types are not eligible:

- Townhomes
- Duplexes
- Condominiums
- Cooperatives
- Mobile homes.

3. Owner-Occupied Rehabilitation Program (OORP)

Program Purpose

The Owner-Occupied Rehabilitation Program provides financial assistance for more extensive rehabilitation needs affecting long-term homeowners in DeKalb County.

The program is designed to:

- Preserve housing for long-term residents.
- Prevent displacement caused by deteriorating housing conditions.
- Protect homeowner equity.
- Maintain neighborhood stability and housing quality.

Maximum

Up to **\$30,000** per household.

Assistance:

Where concurrent eligibility exists, SPHRP and OORP funds may be layered to address the full scope of rehabilitation needs.

4. OORP Homeowner Eligibility

Applicants must meet the following requirements.

Long-Term Ownership and Residency

The homeowner must have:

- Owned and occupied the property as their primary residence for at least ten (10) consecutive years prior to application.

Household Income Limits

Total household income must not exceed 80% of Area Median Income (AMI) for the Metro Atlanta region, adjusted for household size.

2025 Metro Atlanta Income Limits – 80% AMI

Household Size Maximum Household Income

1 Person	\$64,000
2 Person	\$73,120
3 Person	\$82,240
4 Person	\$91,360
5 Person	\$98,720
6 Person	\$106,000
7 Person	\$113,360
8 Person	\$120,640

Income limits may be updated annually based on HUD guidance.

Prior County Assistance

Applicants must not have received home repair or rehabilitation assistance from DeKalb County within the previous ten (10) years.

Title and Ownership

Applicants must:

- Hold clear title to the property
- Not own more than one residential property

Financial Standing

Applicants must:

- Be current on property taxes.
- Not be under active bankruptcy protection.

5. OORP Property Eligibility

Eligible properties must:

- Be located within DeKalb County
- Be a single-family detached home.
- Be the homeowner's primary residence.
- Be capable of passing building permit and inspection requirements.

Ineligible property types include:

- Rental properties
- Investment properties

- Townhomes
- Duplexes
- Condominiums
- Cooperatives
- Mobile homes

6. Eligible Repairs

Eligible repairs may include improvements necessary to address health, safety, and structural concerns.

Major Systems

- Roof replacement or repair
- HVAC repair or replacement
- Plumbing system repairs
- Electrical system upgrades

Health and Safety Improvements

- Structural stabilization
- Removal of hazardous conditions
- Correction of code violations

Accessibility Improvements

- Grab bars
- ADA-compliant toilets
- Minor accessibility modifications

Exterior Beautification

Up to \$2,000 per home may be used for:

- Exterior painting
- Power washing
- Landscaping improvements

These improvements must be included within the overall project budget.

7. Maximum Investment and Layered Funding

Maximum assistance levels are:

Program	Maximum Amount
Special Purpose Home Repair Program	\$14,000
Owner-Occupied Rehabilitation Program	\$30,000
Maximum Combined Investment	\$44,000

Where homeowners meet eligibility requirements for both programs, the funding sources may be layered concurrently to complete the necessary scope of repairs.

All project costs must remain within the \$44,000 maximum investment cap.

8. Contractor Profit and Overhead

All rehabilitation work must be completed by County-approved contractors.

Contractor profit and overhead are limited to:

- **Maximum:** 20% of project cost

- **Minimum:** \$1,000
- **Maximum:** \$5,000

Profit and overhead must be included within the overall \$44,000 project budget limit.

9. Contractor Experience Tiers

Contractor Tier Minimum Experience Typical Scope

Tier A	5 Years	Minor to moderate repairs
Tier B	10 Years	Moderate rehabilitation
Tier C	10+ Years	Complex structural or system repairs

Contractors may be assigned projects based on scope, capacity, and geographic coverage.

10. OORP Prioritization Criteria

If program demand exceeds available funding, priority consideration may be given to applicants who meet one or more of the following criteria:

- Homeowners aged 62 years or older.
- Disabled head of household
- Household income at or below 60% AMI
- Veteran households
- Homes with significant health or safety deficiencies

These criteria help ensure that the program prioritizes vulnerable households while maintaining eligibility for long-term homeowners across a broader income range.

11. Loan Terms and Affordability Period

Program assistance is provided in the form of a Deferred Payment Forgivable Loan secured by a Deed to Secure Debt recorded against the property.

Special Purpose Home Repair Program (SPHRP)

- Affordability / Required Residency Period: 5 years.
- The homeowner must maintain the home as their primary residence for five (5) years following completion of repairs.
- After the five-year period, the loan is fully forgiven.

Owner-Occupied Rehabilitation Program (OORP)

- Affordability / Required Residency Period: 10 years.
- The homeowner must maintain the home as their primary residence for ten (10) years following completion of repairs.
- If the homeowner satisfies the ten-year residency period, the loan balance will be fully forgiven.

If the homeowner sells, transfers ownership, or ceases to occupy the home as their primary residence prior to the end of the affordability period, repayment provisions may apply in accordance with program loan documents.

EXHIBIT A-6

Revive DeKalb Blighted Property Program Framework

This proposed framework balances resident protections, fiscal responsibility, and public-interest imperatives, while ensuring the County retains multiple pathways—from negotiated acquisition to eminent domain—to address blighted properties effectively.

Strategic Initiation and Authority

1. Policy and Program Alignment

- Confirm the acquisition aligns with County housing, blight-remediation, public safety, and redevelopment objectives.
- Identify the intended end use (rehabilitation, redevelopment, land banking, or disposition to a qualified partner).

2. Legal Authority and Approvals

- Confirm statutory authority for acquisition (voluntary purchase, tax foreclosure, receivership, or eminent domain).
- Secure required internal approvals (CEO, Board of Commissioners, or delegated authority, as applicable).
- Designate a lead department and interdepartmental working group (legal, finance, housing, code enforcement).

Preliminary Property Assessment

1. Blight and Condition Assessment

- Document code violations, life-safety issues, vacancy rates, structural deficiencies, and public-safety impacts.
- Compile inspection reports, fire marshal findings, and health department records.

2. Market and Feasibility Review

- Assess market conditions, redevelopment feasibility, and estimated cost to stabilize or redevelop the property.
- Identify potential funding sources for acquisition and post-acquisition activities.

Due Diligence and Ownership Verification

1. Identification of Legal Ownership

- Conduct a full title search to identify:
 - Fee-simple owner(s)
 - Condominium association (if active or defunct)
 - Individual unit owners
 - Mortgage holders and other secured parties
- Confirm corporate standing of any entity owners.

2. Lien and Encumbrance Analysis

- Identify all outstanding obligations, including:
 - Property taxes
 - Special assessments
 - Code enforcement liens
 - Utility liens

- HOA liens
 - Judgments and recorded claims
 - Quantify total obligations owed to the County and other parties.
- 3. **Environmental and Legal Risk Review**
 - Conduct appropriate environmental due diligence (Phase I, and Phase II if warranted).
 - Identify litigation risks, bankruptcy proceedings, or pending foreclosure actions.

Appraisal and Valuation

1. **Independent Appraisal**
 - Obtain a qualified, independent appraisal reflecting:
 - Current “as-is” condition
 - Impact of blight, deferred maintenance, and market stigma
 - Consider additional valuation scenarios (post-liens, post-remediation).
2. **Net Value Determination**
 - Calculate a **net acquisition value** by accounting for:
 - Outstanding County liens and penalties
 - Required immediate stabilization costs
 - Anticipated relocation and legal expenses

Stakeholder Engagement and Homeowner Coordination

1. **Homeowner and Resident Identification**
 - Identify owner-occupants, renters, and vulnerable populations.
 - Clarify legal status of occupancy for each unit.
2. **Communication and Engagement Strategy**
 - Provide clear notice of County intent, process, and timelines.
 - Offer informational meetings and written materials outlining rights and options.

Relocation Planning for Existing Residents

1. **Relocation Needs Assessment**
 - Determine number of households requiring relocation.
 - Assess special needs (seniors, persons with disabilities, families with children).
2. **Relocation Assistance Plan**
 - Develop a relocation plan consistent with applicable federal, state, and local requirements, including:
 - Advisory services
 - Temporary or permanent housing options
 - Financial assistance, where required
 - Coordinate with housing providers and social-service partners.

Negotiation with Property Owners and Lienholders

1. **Owner Negotiations**
 - Present an offer based on:
 - Appraised fair market value
 - Reduction for outstanding County obligations
 - Consideration of public-safety risks and carrying costs
 - Seek voluntary conveyance where feasible.

2. **Lienholder Negotiations**

- Negotiate payoff, reduction, or extinguishment of liens.
- Coordinate with tax authorities, utilities, and HOA representatives to clear title.

Acquisition Pathways

1. **Voluntary Acquisition**

- Execute purchase agreement or deed in lieu of foreclosure.
- Ensure clear title or acceptable insurable exceptions at closing.

2. **Conditional Acquisition**

- Proceed subject to successful lien resolution, relocation completion, and final approvals.

Legal Action and Eminent Domain (If Necessary)

1. **Escalation Criteria**

- Document failed negotiations, persistent public-safety risks, and inability to achieve voluntary acquisition.

2. **Legal Remedies**

- Pursue appropriate legal actions, which may include:
 - Receivership
 - Tax foreclosure
 - Nuisance abatement
 - Eminent domain, with just compensation determined by law

3. **Eminent Domain Process**

- Prepare findings of public purpose and necessity.
- Provide required notices and hearings.
- Deposit or pay just compensation as determined through appraisal and legal proceedings.

Post-Acquisition Actions

1. **Stabilization and Security**

- Secure the property, address immediate hazards, and prevent re-blighting.

2. **Disposition or Redevelopment**

- Implement the intended redevelopment strategy directly or through a qualified partner.
- Ensure long-term compliance with County housing and redevelopment goals.

Documentation and Accountability

1. **Recordkeeping**

- Maintain comprehensive documentation of due diligence, negotiations, valuations, and decisions.

2. **Reporting**

- Provide regular updates to County leadership and the Board of Commissioners.
- Track outcomes related to public safety, housing production, and neighborhood stabilization.

EXHIBIT A-7

Transitional Housing and Extended Stay Hotel Program

Finances the acquisition or conversion of hotels and similar facilities into transitional housing with supportive services and clear pathways to permanent housing.

HADC will focus on converting hotels and facilities into transitional housing. HADC will prioritize **supportive services** and **pathways to permanent housing**, while maintaining the requested AMFI tiers.

1. Program Objective: Transitional Housing & Supportive Services

The primary purpose of this Fund is to finance the rapid acquisition of hotels, motels, and institutional facilities for conversion into **transitional housing**. The program focuses on providing stable, service-enriched environments that facilitate a resident's move into permanent housing within a defined period (typically 6–24 months).

2. Occupancy & Affordability Framework

While transitional, units must be categorized by income to ensure the fund supports a spectrum of need, from formerly unhoused individuals to low-wage workers in crisis.

Tier	Target Population	Program Focus
60% AMI	Extremely/Very Low Income	Intensive case management and full supportive service wrap.
80% AMI	Low-Income Workforce	Employment assistance and financial literacy/savings programs.
120% AMI	Moderate-Income / Crisis Recovery	Short-term "Bridge" housing for households with temporary displacement.

3. Eligible Facility Conversions

The Fund specializes in **Adaptive Reuse** projects, including:

- **Hotel/Motel Conversions:** Single-room occupancy (SRO) or suite-style layouts.
- **Extended Stay Facilities:** Preferred for existing kitchenette infrastructure.
- **Alternative Facilities:** Dormitories, former nursing homes, or office-to-residential conversions suitable for communal living.

4. Operational Requirements (Pathways to Permanency)

To qualify assist the residents/participants, HADC will provide the following services:

- **On-Site Supportive Services:** Dedicated space for case management, mental health services, or job training.
- **Housing Navigation:** Explicit staffing dedicated to assisting residents in finding and securing permanent housing.
- **Exit Strategy:** Data tracking on "Positive Moves" (percentage of residents transitioning to permanent, non-subsidized, or long-term subsidized housing).

5. Pathways to Permanency

Because hotel is just a step in the process, HADC is looking to provide a guided transition to permanency:

- **Employment Requirements:** Participants must find employment within 30 days of entering the program, if not already employed.
- **Rental Payments:** Participant will pay 30% of their income towards rent weekly.
- **Security Deposit:** 10% of the rent payment will go to a security deposit account for the Participant.
- **Transition to Permanency:** At 90 days in the program, HADC will work with the Participant to find permanent housing. HADC will work with the participant on:
 - Funding the balance of the security deposit
 - Provide monthly payments to the landlords while collecting rent weekly from the Participants.
 - The rent can include
 - Utilities
 - Furniture rental

6. Compliance & Quality Standards

- **Health & Safety:** Buildings must meet local habitability standards for residential use immediately upon occupancy.
- **Fair Housing:** While service-enriched, programs must comply with Fair Housing laws and "Housing First" principles where applicable.
- **Annual Assessment:** Review of service delivery metrics and resident income certifications.