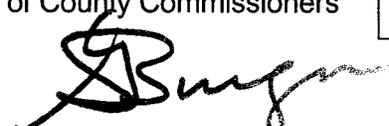


Memorandum



Date: February 6, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager 

Subject: Miami-Dade Wagner Square CWHIP Partnership Grant Proposal

Agenda Item No. 8(G)(1)(B)

RECOMMENDATION

It is recommended that the Board approve the attached resolution ratifying the County Manager's action in applying for Community Workforce Housing Innovation Pilot (CWHIP) Program funds in the approximate amount of \$5 million, available through the Florida Housing Finance Corporation (FHFC), to provide forgivable CWHIP loans to essential personnel with incomes up to 140 percent of the area median income for new construction or rehabilitation of workforce housing in eligible areas, in substantially the form of the application attached hereto and made a part hereof; and authorizing the County Manager to receive, expend and execute such contracts, agreements, Memoranda of Understanding (MOU), restrictive covenants, loan agreements, and amendments, after approval by the County Attorney, as required by the CWHIP program; and authorizing the County Manager to expend any and all monies received and to file and execute any necessary amendments to the application. It is further recommend that the Board ratify the County Manager's action to enter into a MOU with the City of Miami and Wagner Square I, LLC establishing the Miami-Dade Wagner Square CWHIP Partnership for the purpose of applying for, receiving, and expending forgivable CWHIP program loan funds. It is also recommended that the Board authorize the County Manager to apply for, receive and expend additional funds that may become available during the term of the program; to file and execute any necessary amendments to the application for and on behalf of the Miami-Dade Wagner Square CWHIP Partnership; and to exercise amendments, modifications, renewal, cancellation and termination clauses of any contracts and agreements on behalf of Miami-Dade Wagner Square CWHIP Partnership, subject to the approval of the County Attorney's Office. No new County matching funds are required.

BACKGROUND

House Bill (HB) 1363, passed by the Florida Legislature on May 2, 2006, created the CWHIP program, a pilot program created to provide affordable rental and homeownership workforce housing for essential services personnel and others affected by the high cost of housing. This is done through regulatory incentives, and state and local funds to promote local public-private partnerships that leverage government and private resources.

This bill authorized FHFC to provide CWHIP loans for new construction or rehabilitation of workforce housing in eligible areas, which include those areas of the state where: 1) the disparity between the area median income and the median sales price for a single family home is greatest, and 2) for projects in areas where population growth as a percentage rate of increase is greatest. FHFC may also fund projects in areas where innovative regulatory and financial incentives are made available. Total funding available is \$50 million statewide.

To qualify for these funds, the County is required to develop a public-private partnership and

demonstrate to the satisfaction of FHFC that this partnership exists. Evidence of this partnership includes the execution of a MOU. In an effort to reach out to the private sector, staff worked with Fannie Mae, the Beacon Council, and the Greater Miami Chamber of Commerce to publicize a meeting of interested entities for the purpose of reviewing program requirements and to identify eligible housing projects. In this meeting, the entities identified as potential partners were the City of Miami, Miami Country Day School, Baptist Health System, Miami-Dade County Public Schools, Miami-Dade Empowerment Trust, and Jackson Residences (private project).

Staff held a series of follow up meetings with the potential partners to determine if any specific housing projects in the planning stages that could meet all CWHIP requirements, would be competitive statewide. Miami Country Day School, Baptist Health System, and Miami-Dade County Public Schools expressed an interest in supporting a local CWHIP application but have determined that the FHFC RFP process did not provide sufficient time to compile all of the information required. The private developer of the Jackson Residences determined that participation would not be advantageous to their development and withdrew from consideration. Time constraints and the required local financial contributions resulted in a decision to not move forward with the Empowerment Trust's project. Finally, a proposed agreement was reached with the City of Miami and Wagner Square I, LLC to form the Miami-Dade Wagner Square CWHIP Partnership, as evidenced by the MOU, which is attached to the resolution for the Board's approval, for the purpose of applying for a CWHIP forgivable loan for the Wagner Square Condominium Phase I Project.

The Wagner Square Condominium Phase I Project is part of a larger project proposed by the developer, Wagner Square I, LLC, to be completed in 2008. The project will consist of three phases. Overall, the project will eventually include 104 affordable residential units and a commercial component offering office and retail space and will comprise 108,000 square feet.

The goal of the Wagner Square Condominium Phase I Project and the CWHIP application is to provide affordable homeownership and community workforce housing for essential services personnel. The Wagner Square Condominium Phase I Project is a 52-unit condominium project located at 1700 NW 14th Avenue, in the City of Miami. The project will consist of 20 one-bedroom units, 22 two-bedroom units, and 10 three-bedroom units. The entire project is new construction and all units are slated for homeownership.

The Miami-Dade Wagner Square CWHIP Partnership application targets emergency personnel, health care workers, teachers, and law enforcement and criminal justice personnel as essential services workers with incomes up to 140 percent of the average median income (AMI). All of the units will be earmarked for workforce housing, of which half will be reserved for essential services personnel. Deed and restrictive covenants will be used to enforce the 30-year provision of affordability, resulting in forgivable loans for the homebuyers.

The Miami-Dade Wagner Square CWHIP Partnership application meets CWHIP requirements for local government participation and local financial contribution with the inclusion of: 1) approximately \$1 million in SHIP funding previously allocated by the County; 2) approximately \$1 million in City of Miami HOME funds; and 3) an allocation of approximately \$60,000 from the City to reimburse building permit fees. The \$5 million dollars will be used for construction and to buy-down the cost of mortgages to make the homes affordable for essential services workers.

The award period for the CWHIP program is 14 months, with an extension provision for up to 10 months.

The short turn-around time imposed by the numerous and complex CWHIP requirements and the application deadline of December 15, 2006, did not allow sufficient time for the processing of the resolution and its submission to the Board prior to the submission of the application.

Attachments


Cynthia W. Curry
Senior Advisor to the County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: February 6, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(G)(1)(B)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(G)(1)(B)
2-6-07

RESOLUTION NO. _____

RESOLUTION RATIFYING THE COUNTY MANAGER'S ACTION IN APPLYING FOR COMMUNITY WORKFORCE HOUSING INNOVATION PILOT (CWHIP) PROGRAM LOAN FUNDS FROM THE FLORIDA HOUSING FINANCE CORPORATION (FHFC); AUTHORIZING THE COUNTY MANAGER TO RECEIVE, EXPEND AND EXECUTE CONTRACTS AND AGREEMENTS AS ARE REQUIRED, AND TO FILE AND EXECUTE NECESSARY AMENDMENTS TO THE APPLICATION; RATIFYING, APPROVING AND CONFIRMING THE COUNTY MANAGER'S ACTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF MIAMI AND WAGNER SQUARE I, LLC ESTABLISHING THE MIAMI-DADE WAGNER SQUARE CWHIP PARTNERSHIP FOR THE PURPOSE OF APPLYING FOR, RECEIVING, AND EXPENDING FORGIVABLE CWHIP PROGRAM LOAN FUNDS; AUTHORIZING THE MANAGER TO EXECUTE REQUIRED CONTRACTS, AGREEMENTS, MOUS, RESTRICTIVE COVENANTS, LOAN AGREEMENTS, AND AMENDMENTS, AFTER APPROVAL BY THE COUNTY ATTORNEY, AS REQUIRED BY THE CWHIP PROGRAM; AND AUTHORIZING THE COUNTY MANAGER TO APPLY FOR, RECEIVE AND EXPEND ANY ADDITIONAL CWHIP FUNDS THAT MAY BECOME AVAILABLE

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Ratifies the County Manager's action in applying for Community Workforce Housing Innovation Pilot (CWHIP) Program funds in the approximate amount of \$5 million, available through the Florida Housing Finance Corporation (FHFC), to provide

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forgivable CWHIP loans to essential personnel with incomes up to 140 percent of the area median income for new construction or rehabilitation of workforce housing in eligible areas, in substantially the form of the application attached hereto and made a part hereof; and authorizes the County Manager to receive, expend and execute such contracts, agreements, Memoranda of Understanding (MOU), restrictive covenants, loan agreements, and amendments, after approval by the County Attorney, as required by the CWHIP program; and authorizes the County Manager to expend any and all monies received and to file and execute any necessary amendments to the application.

Section 2. Ratifies, approves and confirms the County Manager's action to enter into a MOU with the City of Miami and Wagner Square I, LLC establishing the Miami-Dade Wagner Square CWHIP Partnership for the purpose of applying for, receiving, and expending forgivable CWHIP program loan funds, , in substantially the form attached hereto.

Section 3. Authorizes the County Manager to apply for, receive and expend additional funds that may become available during the term of the program; to file and execute any necessary amendments to the application for and on behalf of the Miami-Dade Wagner Square CWHIP Partnership; and to exercise amendments, modifications, renewal, cancellation and termination clauses of any contracts and agreements on behalf of Miami-Dade Wagner Square CWHIP Partnership, subject to the approval of the County Attorney's Office.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman
Jose "Pepe" Diaz
Carlos A. Gimenez
Joe A. Martinez
Dorin D. Rolle
Katy Sorenson
Sen. Javier D. Souto
Audrey M. Edmonson
Sally A. Heyman
Dennis C. Moss
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of February, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Terrence A. Smith

D

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MIAMI-DADE COUNTY, CITY OF MIAMI
AND
WAGNER SQUARE I, LLC**

THIS Memorandum of Understanding (the "MOU") is entered into as of the 14th day of December, 2006, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose address is 111 N.W. 1st Street, Miami, Florida 33128, Attention: County Manager (hereinafter the "County"); **CITY OF MIAMI**, a municipal corporation, of Miami whose address is 444 S.W. 2nd Avenue, 10th Floor, Miami, Florida 33130, Attention: City Manager (hereinafter the "City"); and **WAGNER SQUARE I, LLC**, a Florida limited liability corporation, whose address is 1801 S.W. 3rd Avenue, Suite 500, Miami, Florida 33129, Attention: Albert Milo (hereinafter the "Corporation"), collectively known as known as Miami-Dade Wagner Square CWHIP Partnership (hereinafter the "Partnership").

RECITALS

WHEREAS, the Partnership was been formed as of December 14, 2006; and

WHEREAS; the Partnership has come together to make an application for the Florida Housing Finance Corporation, Community Workforce Housing Innovation Pilot Program, to provide affordable homeownership community workforce housing for essential services personnel in the City; and

WHEREAS, the County, the City and the Corporation have agreed to enter into a public-private partnership and implement the Community Workforce Housing Innovation Pilot Program in Miami-Dade County, to provide Affordable Homeownership Community Workforce Housing for Essential Services Personnel, with the development of the *Wagner Square Condominium Phase I Project*; and

WHEREAS, the Partnership defines Essential Services Personnel to include, ~~but not limited to~~, police and fire personnel, first responders, emergency personnel, health care workers, teachers, and law enforcement and criminal justice personnel; and

WHEREAS, the Partnership desires to enter into this MOU setting forth the services to be provided by the Partnership toward the planning, development and implementation of the Community Workforce Housing Innovation Pilot Program in Miami-Dade County; and

WHEREAS, the proposal prepared and approved by the Partnership is to be submitted to the Florida Housing Finance Corporation for the Community Workforce Housing Innovation Pilot Grant Program (hereinafter "CWHIP"); and

WHEREAS, this proposed Partnership is contingent upon funding of Miami-Dade County's CWHIP proposal by the Florida Housing Finance Corporation; and

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WHEREAS, this proposed Partnership and the terms and conditions of this MOU are also contingent upon ratification, consent and approval by the Board of County Commissioners for the County, the City's Housing and Commercial Loan Committee and the City Commission for the City, and the Corporation's Managing Partner(s) for the Corporation; and

WHEREAS, the Partnership has come together to plan, design, and build a 52-unit Condominium, consisting of twenty (20) one-bedroom units, twenty-two (22) two-bedroom units, and ten (10) three-bedroom units, located at 1700 NW 14th Avenue, Miami-Dade County, Florida; market, advertise, and sell the units as affordable workforce housing for essential services personnel; commit to a set-aside of one hundred percent (100%) of the units in the project for workforce housing families earning up to one hundred and forty percent (140%) of area median income (hereinafter "AMI"), and fifty percent (50%) of the units for essential services personnel; establish an affordability period of thirty (30) years; and provide homebuyer counseling and technical support to the condominium association; the following histories, commitments and services are inclusive of this MOU and provide the framework for the services to be provided through this Partnership initiative,

WHEREAS, the Partnership now wishes to enter into this MOU in order to set forth the terms and conditions:

NOW, THEREFORE, in consideration of the Premises, and of the mutual covenants and agreements set forth below, the parties agree as follows:

Section I – History

1.1 History and Experience

The partners to this MOU have a long-standing history and experience of working with local governments, businesses, non-profit, and other entities to provide services, projects, and programs on behalf of residents and the business community of Miami-Dade County, Florida, and the City of Miami.

1.2 Miami-Dade County

The County's Mission: Delivering excellent public services that address community needs and enhance the quality of life, serves as the focal point for all services to the County's 2,253,149 residents, including businesses, community service organizations, and other institutions. The County, through its department, Miami-Dade Housing Agency (hereinafter "MDHA"), provides for a wide range of housing programs and services for low and moderate-income families in the County.

The County's range of housing projects and options for extremely low, very low, low and moderate-income working families include: **Section 8:** This rental housing program includes designated housing units and voucher/certificates. Participating housing authorities include the County, through MDHA, Hialeah Housing Authority, Homestead Housing Authority, and Miami Beach Housing Authority. **Rental:** This category consists of multiple programs, including public housing. It also includes the Surtax funds for rental projects, State Housing Initiatives Partnership (hereinafter "SHIP") funds from the State as allocated to local jurisdictions, rental projects funded by the Miami-Dade Housing

Finance Authority, and individual municipalities, and HUD administered Section 202 (Elderly) and Section 8111 (Disabled) programs, plus some rental rehabilitation programs. **State Tax Credits:** This program through the Florida Housing Finance Corporation (hereinafter "FHFC"), provides State tax credits to developers in support of the construction of both affordable rental and purchase housing, and gap financing is provided to first-time home buyers. **First Time Homebuyer Program:** This program targets families seeking to purchase homes who agree to participate in homebuyer classes. Homebuyers take advantage of low-interest rate mortgages and financial assistance to help cover down payment and closing costs. **Individual Development Accounts:** The Individual Development Accounts (hereinafter "IDA") program assist low-income families to become economically self-sufficient through the use of match savings accounts, to save for a first home, a micro business, or post-secondary education. The IDA program is designed to help families work to develop economic assets that lead to financial independence. **Developer Program:** Developers may apply for revenue bond financing to build affordable housing. All of the **Public Housing** units within the City of Miami are owned and operated by the County through MDHA. MDHA provides federal subsidies for 10,500 units of public housing, which it manages and maintains, and for 17,700 units of private housing, which it inspects annually. MDHA also provides limited supportive services and programs to improve the quality of life and general environment of public housing residents, and coordinates most of the County's affordable housing programs, including the in-fill housing initiative.

1.3 City of Miami

The City's Housing Division of the Department of Community Development administers a variety of housing programs to assist eligible low and moderate-income residents to purchase, rent or rehabilitate existing housing units located in the City. The major housing programs currently managed by this division include the **SHIP**, the **Home Investment Partnership Program** (hereinafter "**HOME**"), and the **Community Development Block Grant** (hereinafter "**CDBG**") which offer loans and grants to prospective homebuyers, homeowners, or developers for the purchase, rehabilitation, or construction of new or existing housing units.

The City's **Miami Unleaded** program was launched to help prevent lead poisoning cases in low-to moderate-income homes in the City. Miami Unleaded provides up to \$15,000 in assistance to City residents, to reduce dangerous levels of lead in eligible, lead-contaminated homes. The City's **First-Time Homebuyer's Program** provides up to forty thousand dollars (\$40,000) as down payment and closing cost assistance for eligible families to buy their first home.

The Single Family Rehabilitation Program provides low or no-interest loans to homeowners in the City of Miami to repair their properties. Homeowners select their contractors based on three (3) bids. The work is inspected by City employees and contractors are paid for completed work, after approval by the homeowner and the City inspector. The **Housing Opportunities for Persons with AIDS** (hereinafter "**HOPWA**") Program enables the City to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome (hereinafter "AIDS") or related diseases and their families.

1.4 Wagner Square I, LLC

The Corporation's development team is comprised of three (3) established development companies with over seventy (70) years of combined experience. The development companies are The Urban Development Group, LLC, principal is Alberto Milo, Jr., which specializes in affordable homeownership projects. Tate Enterprises, the principal is Stanley G. Tate, which has built over 3,500 condominium units in Florida and over a million square feet of commercial development. Redevco, principal is Debra Sinkle-Kolsky, which has built over a million square feet of shopping centers.

The three partners successfully developed Seybold Pointe Condominium. The project consisted of 96 residential units and one commercial unit and was located at 816 NW 11 Street also in the Civic Center area of the City. The project was the first mass transit oriented building in the City's urban core. The project served the moderate income population of the City and was successfully turned over to the homeowners association in October 2005.

The Wagner Square development is a brownsfield redevelopment project in the City and is located in an Enterprise Zone. The project is a mixed-use project consisting of two affordable and workforce homeownership phases and one commercial phase. The development team's individual areas of expertise make them a perfect fit to successfully redevelop the property.

Section II – Commitments and Services

2.1 Miami-Dade County

The County shall serve as the fiscal agent for the CWHIP funding, and shall maintain fiscal and program records in accordance with the reporting and auditing procedures required by the grant.

The County will require that all prospective homebuyers attend homebuyer education classes. The classes will be provided by a HUD certified agency at no cost to the borrower. Course content will include, but not be limited to the following topics: ***Borrowing and Credit*** – This session will highlight general guidelines for consideration when borrowing, applying for and using credit. ***Buying a Home*** – This session will highlight the complex process of home purchase, including mortgage types, loans, interest rates, amortization, taxes, title and homeowners insurance, liens, escrow accounts, credit history, closing costs, and more. ***Responsible Home Ownership*** – This session will focus on the value of homeownership and essential responsibilities including mortgage payments; tax payments; maintenance and upkeep; homeowners, flood, and windstorm insurance; and being a good neighbor. Post-purchase counseling will be provided to highlight the project requirements including deed restrictions, restrictive covenants, and affordability provisions.

2.2 City of Miami

The City will expedite permitting of the project through the various permitting departments, to allow for faster permitting of the project. The City will make available, at no cost to the homebuyer, a special presentation on the statutes and regulations governing the operations of a condominium association as well as a basic understanding

of building management. We believe that the provision of such a service will go a long way in providing an efficiently run building and condominium association. Section 917.3.2 and Section 917.6 of the City of Miami Building and Zoning Code, as amended, allows reduction in parking for projects in community revitalization districts or affordable housing projects, respectively. The project contemplated is in a community revitalization district and is also an affordable housing project. It therefore meets the conditions for reduced parking. This reduction should lead to savings in the project costs. The City will waive some of its permitting fees in consideration of the brownsfield development design for this City project.

2.3 Wagner Square I, LLC

The Corporation will manage and coordinate the project's design, development and construction; and will apply for and obtain any and all institutional financing to build and complete the project. Phase I will include a 52-unit condominium, with a community room, gym and fitness area, and parking featuring automated lifts. The fifty-two (52) units slated for this project initiative, are intended to provide affordable homeownership community workforce housing for essential services personnel. These units will be reserved for buyers of up to one hundred and forty (140%) of median income. Each unit will included a washer and dryer, hurricane resistant glass windows, and incorporate a *smart building design*, featuring wireless technology and cable access. The project site is a brownsfield site that had been sitting idle for over twenty (20) years prior to the developer's remediation plan.

Section III- Term of the MOU

3.1 The term of this MOU shall commence on the last date of execution by the parties and continue until September 30, 2008 unless terminated by any party pursuant to Section VII below. This Agreement is subject to two (2) five (5) – year options to renew, by written agreement between the parties.

3.2 The parties agree that time is of the essence in the performance of each and every obligation under this MOU.

Section IV- Project Management and Notice

4.1 The Project Manager for the County is Kris Warren. The Project Manager for the City is George Mensah. The Project Manager for the Corporation is Alberto Milo, Jr. The parties shall direct all matters arising in connection with the performance of this MOU, other than notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this MOU.

4.2 All notices, demands, or other communications to the County under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Miami-Dade County
c/o Kris Warren, Director, MDHA
1401 NW 7th Street
Miami, Florida 33125

All notices, demands, or other communications to the City under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

City of Miami
City Manager
444 S.W. 2nd Ave., 10th Floor
Miami, Florida 33130

With copies to:

City of Miami
Director of Community Development
444 S.W. 2nd Ave., 2nd Floor
Miami, Florida 33130

And

City of Miami, City Attorney
444 S.W. 2nd Ave., 9th Floor
Miami, Florida 33130

All notices, demands, or other communications to the Corporation under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Wagner Square I, LLC
Attention: Alberto Milo
1801 S.W. 3rd Avenue
Suite 500
Miami, Florida 33129

The County, the City and the Corporation shall also provide a copy of all notices to the Project Managers. All notices required by this MOU shall be considered delivered upon receipt. Should any party change its address, written notice of such new address shall promptly be sent to the other parties.

Section V- Indemnification

5.1 Subject to the sovereign immunity provisions and liability limitations of Florida Statutes Section 768.28, the County assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the County and the officers, employees, servants, and agents thereof. The County warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the County officers, employees, servants and agents while acting within the scope of their employment with the County.

5.2 Subject to the sovereign immunity provisions and liability limitations of Florida Statutes Section 768.28, the City assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the City and the officers, employees, servants, and agents thereof. The City warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and

property, with such protection being applicable to the City officers, employees, servants and agents while acting within the scope of their employment with the City.

5.3 The Corporation shall indemnify and hold harmless the County and the City and their officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County and City their respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this MOU by Corporation or its employees, agents, servants, partners, principals or subcontractors. Corporation shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County and City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Corporation expressly understands and agrees that any insurance protection required by this MOU or otherwise provided by the Corporation shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County and City or their respective officers, employees, agents and instrumentalities as herein provided.

5.4 The County, the City and the Corporation further agree that nothing contained herein shall be construed to interpret as (1) denying to any party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the United States or its agents and agencies to be sued; (3) the consent of the State of Florida or its agents and agencies to be sued; or (4) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE VI INSURANCE

6.1 The parties hereto acknowledge that the County is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The County shall maintain a fiscally sound and prudent risk management program with regard to their obligations under this MOU in accordance with the provisions of Section 768.28, Florida Statutes. The County shall collect and keep on file documentation of insurance of any and all contractors contracted to provide the services or product used in conjunction with this MOU in any way. The County shall further require all contractors to include the City as a named insured and/or certificate holder, as applicable, and shall provide the City with a copy of the insurance policy purchased by any contractor prior to commencement of the Services.

6.2 The parties hereto acknowledge that the City is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The City shall maintain a fiscally sound and prudent risk management program with regard to their obligations under this MOU in accordance with the provisions of Section 768.28, Florida Statutes. The City shall collect and keep on file documentation of insurance of any and all contractors contracted to provide the services or product used in conjunction with this MOU in any way. The City shall further require all contractors to include the County as a named insured and/or certificate holder, as applicable, and shall provide the County with a copy of the insurance policy purchased by any contractor prior to commencement of the Services.

6.3 The Corporation shall furnish to the County's General Services Administration, c/o Risk Management Division, 111 N.W. 1st Street, Suite 2340, Miami, Florida 33128-1989, and to the City's Risk Management Department, 444 S.W. 2nd Avenue, 9th Floor, Miami, Florida 33130, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- (a) All insurance certificates must list the County and the City as "Certificate Holder(s)" in the following manner:

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128

And

City of Miami
c/o Risk Management Department
444 S.W. 2nd Avenue, 9th Floor
Miami, Florida 33130

- (b) Worker's Compensation Insurance for all employees of the as required by Florida Statute, Chapter 440.
- (c) Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County and the City of Miami must be shown as an additional insureds with respect to this coverage.
- (d) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than \$300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: If the Corporation supplies vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is \$500,000. Furthermore, the Corporation's staff may not use personal vehicles to conduct business and/or transport clients under this MOU unless said staff has sufficient Automobile Liability Insurance as noted above. The County and the City will be held harmless of any liability claim under this MOU based on an occurrence involving the staff person's personal vehicle.

- (e) Professional Liability Insurance in the name of the Corporation, when applicable, in an amount not less than \$250,000 with the deductible per claim, if any, not to exceed 10% of the limit of the liability.
- (f) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

- 1) The company shall be no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County's Risk Management Division and by the City's Risk Management Department.

or

- 2) The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and must be a member of the Florida Guaranty Fund.
 - (g) Certificates shall indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holders.
 - (h) Compliance with the foregoing requirements shall not relieve the Corporation of its liability and obligations under this Section or under any other section of this MOU.
 - (i) The County and the City reserve the right to inspect the Corporation's original insurance policies at any time during the term of this MOU.

Section VII- Termination/Remedies

7.1 If any party fails to fulfill its obligations under this MOU in a timely and proper manner, the other parties shall have the right to terminate their participation under this MOU by giving written notice of any deficiency. The party in default shall then have thirty (30) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this MOU shall terminate at the expiration of the thirty (30) day time period.

7.2 Any party may terminate this MOU at any time for convenience upon ninety (90) calendar days prior written notice to the other party. Any such termination shall be effected by delivery to the other of a Notice of Termination specifying the extent to which performance of work under the MOU is terminated, and the date upon which such termination becomes effective.

7.3 The County and the City may terminate this agreement in the event the application for the CWHIP is not funded by the Florida Housing Finance Corporation. Any such termination shall be effected by delivery to the other of a Notice of Termination specifying the extent to which performance of work under the MOU is terminated, and the date upon which such termination becomes effective.

7.4 In the event a dispute arises which the Project Managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding

mediation. The mediator or mediators shall be impartial, shall be selected by parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

7.5 This MOU has no third-party beneficiaries (intended or incidental), who may enforce obligations of any party should the MOU be terminated.

Section VIII- Records Retention/Ownership

The County, the City and the Corporation shall maintain records and each party shall have inspection and audit rights as follows:

8.1. Maintenance of Records: All parties shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this MOU including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration or termination date of this MOU.

8.2. Examination of Records: All parties or their designated agents shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this MOU. Such examination may be only within five (5) years from the expiration or termination of this MOU and upon reasonable notice, time and place.

8.3. Extended Availability of Records for Legal Disputes: In the event that any party should become involved in a legal dispute with a third party arising from performance under this MOU, the other parties shall extend the period of maintenance for all records relating to this MOU until the final disposition of the legal dispute, and all such records shall be made readily available.

8.4. Exemption: Any and all information not subject to disclosure under federal law, including but not limited to any and all criminal intelligence any and all criminal investigative information, any and all law enforcement relation information obtained, retained or created by the County and the City are exempt from the requirements of this Article and is outside the scope of this MOU.

Section IX- Standards of Compliance

9.1 The County, the City and the Corporation, their respective employees, subcontractors, partners or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this MOU to which their activities are subject.

9.2 The County, the City and the Corporation shall allow public access to all project documents and materials it maintains in accordance with the provisions of Chapter 119, Florida Statutes. Should the County assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the County.

9.3 All parties assure that no person shall be excluded on the grounds of race, color, creed, national origin, disability, age, sex, marital status, or sexual preference, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this MOU. All parties shall take all measures necessary to effectuate these assurances.

Section X – Relationship Between the Parties

10.1 The County, the City and the Corporation are independent contractors. No party is an employee or agent of any other party. Nothing in this MOU shall be interpreted to establish any relationship other than that of independent contractors, between the County, the City and the Corporation, or between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this MOU.

Section XI- General Provisions

11.1 Notwithstanding any provisions of this MOU to the contrary, the parties shall not be held liable for any failure or delay in the performance of this MOU that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this MOU shall otherwise remain in effect.

11.2 In the event any provisions of this MOU shall conflict, or appear to conflict, the MOU, including all exhibits, attachments and all other documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this MOU by the parties, their successors and assigns shall not be deemed a waiver of any rights or remedies, nor shall it relieve the other parties from performing any subsequent obligations strictly in accordance with the term of this MOU. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this MOU specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

11.4 Should any term or provision of this MOU be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not effect any other term or provision of this MOU, to the extent that the MOU shall remain operable, enforceable and in full force and effect to the extent permitted by law.

11.5 This MOU may be amended only with the written approval of the parties hereto.

11.6 This MOU states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this MOU. The parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This MOU shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

Section XII – No Conflicts of Interest. Pursuant to City of Miami Code Section 2-611, as amended (“City Code”), regarding conflicts of interest, the Corporation hereby certifies to City that no individual member of the Corporation, no employee, no subcontractor, and no subconsultant under this MOU nor any immediate family member of any of the same is also a member of any board, commission, or agency of the City. The Corporation hereby represents and warrants to the City that throughout the term of this MOU, the Corporation, its employees, its subcontractors, and its subconsultants will abide by this prohibition of the City Code. The Corporation shall certify the same to the County pursuant to Section 2-11.1 of the Code of Miami-Dade County.

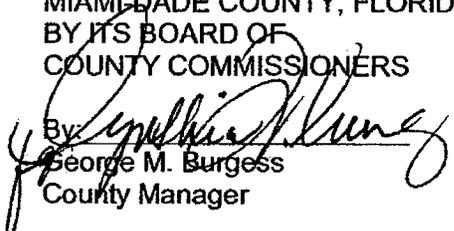
Section XIII- Counterparts. This Agreement may be executed in three (3) or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this MOU on the date first written above.

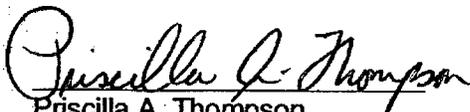
ATTEST:
Harvey Ruvin, Clerk

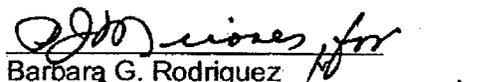
Deputy Clerk

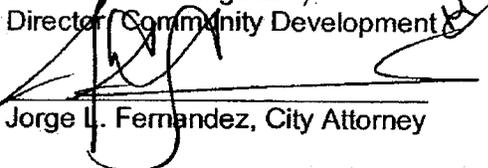
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: 
George M. Burgess
County Manager

Attest:

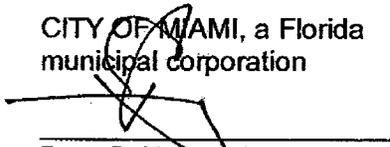

Priscilla A. Thompson
City Clerk

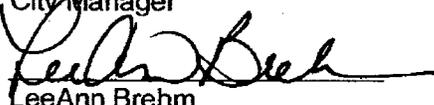

Barbara G. Rodriguez
Director, Community Development

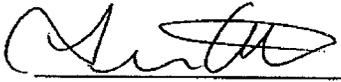

Jorge L. Fernandez, City Attorney

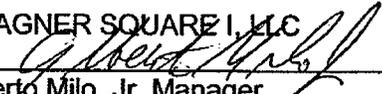
CITY OF MIAMI, a Florida
municipal corporation

By: _____


Pete G. Hernandez
City Manager


LeeAnn Brehm
Risk Management Director

By: 
Assistant County Attorney

By: WAGNER SQUARE I, LLC

Alberto Milo, Jr. Manager

**Proposal to Provide
Affordable Homeownership Community Workforce Housing for
Essential Services Personnel**

**Wagner Square Condominium
Phase 1 Project**

**Submitted by
Miami-Dade Wagner Square CWHIP Partnership
(Miami-Dade County, City of Miami, and Wagner Square I, LLC)**

**Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program**

A	Contact Information
B	Project Description and Detailed Plan
C	Public-Private Partnership
D	Applicant Experience
E	Innovation
F	Finance
G	Affordability Period
H	Set Asides
I	Site Control
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K	Demand and Need
L	Certification
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22

A

Contact Information

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
Community Workforce Housing for Essential Services Personnel
Wagner Square Condominium Phase I Project

A. Contact Information:

The project Contact Information Sheet is provided as Exhibit A – Contact Information Sheet.

B

Project Description & Detailed Plan

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
Community Workforce Housing for Essential Services Personnel
Wagner Square Condominium Phase I Project

B. Project Description and Detailed Plan:

- B.1. The amount of the CWHIP funding request is \$5,000,000.
- B.2. The description and location of the housing project and the target group is as follows: The *Wagner Square Condominium Phase I Project* is part of a larger project proposed by the developer, Wagner Square I, LLC, to be completed in 2008. The project will involve three phases: Phase I, Phase II, and Phase III. Overall, the project will eventually include 104 affordable residential units, and a commercial component offering office and retail space, comprising 108,000 sq. ft.

Miami-Dade Wagner Square CWHIP Partnership, comprising Miami-Dade County, the City of Miami, and Wagner Square I, LLC; have come together to develop an application for the Florida Housing Finance Corporation, Community Workforce Housing Innovation Pilot Program, to provide affordable homeownership community workforce housing for essential services personnel. The *Wagner Square Condominium Phase I Project* is a 52-unit condominium project located at 1700 NW 14th Avenue, in the City of Miami in Miami-Dade County, Florida. The project will consist of 20 one-bedroom units, 22 two-bedroom units, and 10 three-bedroom units. The entire project is new construction and all units are slated for homeownership. The Essential Service Workers include emergency personnel, health care workers, teachers, and law enforcement and criminal justice personnel.

The Wagner Square development is a brownsfield redevelopment project. In November 2002, the developer in conjunction with the City of Miami received a \$1,000,000 Brownsfield Economic Development Initiative (BEDI) grant from HUD, to remediate the site. The property has received a No Further Action Letter from Miami-Dade County's Department of Environmental Resources Management.

The following entities have expressed support for the CWHIP in Miami-Dade County: Miami-Dade County Public School System, Jackson Health System, State Attorney's Office, and the Public Defender.

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
Community Workforce Housing for Essential Services Personnel
Wagner Square Condominium Phase I Project

B.3. The following on-site homeowner services will be provided:

Homebuyer Counseling: All prospective homebuyers will be required to take homebuyer education classes at a location to be determined by Miami-Dade County. The classes will be provided by U.S. Department of Housing and Urban Development (HUD) certified agency at no cost to the borrower. Course content will include, but not be limited to the following topics:

Borrowing and Credit – This session will highlight general guidelines for consideration when borrowing, applying for, and using credit.

Buying a Home – This session will highlight the complex process of home purchase, including mortgage types, loans, interest rates, amortization, taxes, title and homeowners insurance, liens, escrow accounts, credit history, closing cost, and more.

Responsible Home Ownership – This session will focus on the value of home ownership and essential responsibilities including mortgage payments; tax payments; maintenance and upkeep; homeowners, flood, and windstorm insurance; and being a good neighbor.

Post-purchase Counseling: Homebuyers will be provided extended post-purchase counseling to highlight the project requirements to ensure a thorough understanding of the project including deed restrictions, restrictive covenants, and affordability provisions.

Condominium Operation: Since many of the buyers may be first time homebuyers, it is important that they understand how to establish and manage a condominium association. In this regard, the City of Miami will make available, at no cost to the homebuyer, a special on-site presentation on the statute and regulations governing the operations of a condominium association as well as a basic understanding of building management. We believe that the provision of such a service will go a long way in fostering an efficiently run building and condo association.

Fee and Charges: The established condominium association will charge a monthly on-site maintenance fee as per Florida Statute. The fee will include state mandated reserves, landscaping maintenance, condominium insurance, on site lighting electrical costs, and equipment maintenance (security equipment, lift station, and other essential items). Because of the fluctuating nature of insurance rates, we cannot estimate the cost of homeowners, wind and flood insurance.

C

Public-Private Partnership

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
Community Workforce Housing for Essential Services Personnel
Wagner Square Condominium Phase I Project

C. Public-Private Partnership:

Miami-Dade County, a local government entity, has formed this public-private partnership with the City of Miami, a local unit of government, and with Wagner Square I, LLC, a for-profit business. Exhibit D – Memorandum of Understanding (MOU), is provided as documentation of the public-private partnership.

D

Applicant Experience

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
Community Workforce Housing for Essential Services Personnel
Wagner Square Condominium Phase I Project

D. Applicant Experience:

Miami-Dade County's range of housing projects and experience includes programs and housing for low and moderate-income working families as follows:

Section 8: This rental housing program includes designated housing units and voucher/certificates. Participating housing agencies include Miami-Dade Housing Agency, Hialeah Housing Authority, Homestead Housing Authority, and Miami Beach Housing Authority. **Rental:** This category consists of multiple programs, including public housing. It also includes the Documentary Stamp Surtax construction funds for rental projects, SHIP funds from the State as allocated to local jurisdictions, rental projects funded by the Miami-Dade Housing Finance Authority and individual municipalities, and HUD administered Section 202 (Elderly) and Section 8111 (Disabled) programs, plus some rental rehabilitation programs. **State Tax Credits:** This program through the Florida Housing Finance Corporation (FHFC), provides State tax credits to developers in support of the construction of both affordable rental and purchase housing, and gap financing is provided to first-time home buyers. **First Time Homebuyer Program:** This program targets families seeking to purchase homes who agree to participate in homebuyer classes. Homebuyers take advantage of low-interest rate mortgages and financial assistance to help cover down payment and closing costs. **Individual Development Accounts:** The Individual Development Accounts (IDA) program assists low-income families to become economically self-sufficient through the use of match savings accounts, to save for a first home, a micro business, or post-secondary education. The IDA program is designed to help families work to develop economic assets that lead to financial independence. **Developer Program:** Developers may apply for revenue bond financing to build affordable housing. All of the **Public Housing** units within the City of Miami are managed and operated by Miami-Dade Housing Agency (MDHA). MDHA provides federal subsidies for 10,500 units of public housing, which it manages and maintains, and for approximately 17,700 units of private housing, which it inspects annually. MDHA also provides limited supportive services and programs to improve the quality of life and general environment of public housing residents, and coordinates most of the County's affordable housing programs.

The City of Miami's Housing Division of the Department of Community Development administers a variety of housing programs to assist eligible low-and moderate-income residents to purchase, rent, or rehabilitate existing housing units

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
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located in the City. The major housing programs currently managed by this division include the **State Housing Initiatives Program (SHIP)**, the **Home Investment Partnership Program (HOME)**, and the **Community Development Block Grant (CDBG)** which offer loans and grants to prospective homebuyers, homeowners or developers for the purchase, rehabilitation, or construction of new housing units. The City of Miami's **Miami Unleaded** program was launched to help prevent lead poisoning cases in low-to moderate-income homes in the City. Miami Unleaded provides up to \$15,000 in assistance to City residents, to reduce dangerous levels of lead in eligible, lead-contaminated homes. The City's **First-Time Homebuyer's Program** provides up to \$40,000 as down payment and closing cost assistance for eligible families to buy their first home. The **Single Family Rehabilitation Program** provides low or no-interest loans to homeowners in the City of Miami to repair their properties. Homeowners select their contractors based on three bids. The work is inspected by City employees and contractors are paid for completed work, after approval by the homeowner and the City inspector. The **Housing Opportunities for Persons with AIDS (HOPWA) Program** enables the City to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with Acquired Immunodeficiency Syndrome (AIDS) or related diseases and their families.

The Wagner Square development team is comprised of three established development companies with over 70 years of combined experience. The development companies are The Urban Development Group, LLC. The principal is Alberto Milo, Jr., which specializes in affordable homeownership projects. Tate Enterprises, the principal is Stanley G. Tate, which has built over 3,500 condominium units in Florida and over a million square feet of commercial development. Redevco, principal is Debra Sinkle-Kolsky, which has built over two million square feet of shopping centers. The three partners successfully developed Seybold Pointe Condominium. The project consisted of 96 residential units and one commercial unit and was located at 816 NW 11 Street also in the Civic Center area of Miami. The project was the first mass transit oriented building in Miami's urban core. The project served the moderate income population of the City of Miami and was successfully turned over to the homeowners association in October 2005. The Wagner Square development is a brownsfield redevelopment project. The project is a mixed-use project consisting of two affordable and workforce homeownership phases and one commercial phase. The development team's individual areas of expertise make them a perfect fit to successfully redevelop the property.

Miami-Dade Wagner Square CWHIP Partnership
 Proposal to Provide Affordable Homeownership
 Community Workforce Housing for Essential Services Personnel
 Wagner Square Condominium Phase I Project

Applicant/ Developer	Project Name/Type	Location	# of Units	Target Population	Financing Source(s)	Average Sale/Rental Price
Miami-Dade County	Scott/Carver Homes – Phase I Homeownership	N.W. 69 th Street and 29 th Ave. Miami, Fl	57	Low income	Hope VI, SHIP, Replacement Housing Factor, Local Funding	\$170,000
Miami-Dade County	Ward Tower Assisted Living Facility	5301 NW 22 nd Ave., Miami, Fl	100	Low income	Low income housing tax credits, HOPE VI and local funding	Rental units 100% Public Housing
City of Miami	Sunshine Condominium	1234 NW 12 th St. Miami, Fl	20	Low income	HOME	\$189,000
The Urban Development Group	Sunset Palm Villas Condominium	406 NW 85 th St. Miami, Fl	266	Low income	Institutional Surtax	\$95,000
The Urban Development Group	Seybold Pointe Condominium	816 NW 11 th St. Miami, Fl	96	Moderate income	Surtax Institutional	\$190,000
The Urban Development Group	The Atrium at Spring Garden Condominium	820 NW 7 th Ave. Miami, Fl	48	Low and Moderate income	Surtax HOME Institutional	\$225,000

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
Community Workforce Housing for Essential Services Personnel
Wagner Square Condominium Phase I Project

E. Innovation:

The City of Miami and Miami-Dade County have implemented land use innovations through legislative ordinances, administrative orders, policies and procedures.

1. Land Use Strategies:

The land use strategies are as follows: The County's Impact Fee ordinances for Roads, Parks, Fire and Emergency Medical Services and Police Services provide refund provisions for residential development projects that meet the Florida Affordable Housing Act of 1986.

The County established the Community Affordable Housing Strategies Alliance (CAHSA) for the purpose of identifying and recommending solutions to the issues that impact housing development and to recommend strategies that encourage the development of housing that will be affordable to a variety of income levels. The Alliance compiled its recommendations through the work of nine subcommittees which included:

- Data Collection and Analysis
- Public Education and Information
- Public Housing, Section 8, Homeless and Special Housing Needs
- Rental, Homeownership and Rehabilitation
- Land Use Work Group-Fast Track
- Public and Private employer Housing Incentive Programs
- Tax/Relief/Incentives/Abatement/Insurance Issues
- Housing Summit
- Maintenance of Affordability

The culmination of the CAHSA process was the issuance of a preliminary report that was presented to the public at a Housing Summit on December 2, 2006.

b. The following are land use strategies currently implemented and available in the City of Miami:

Title of Strategy: *Expedited Permitting*

Description: The City of Miami has a staff person who shepherds affordable housing plans through the various permitting departments. Affordable

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
Community Workforce Housing for Essential Services Personnel
Wagner Square Condominium Phase I Project

Housing plans submitted from the Department of Community Development received first consideration for review by staff.

Benefit to Project: This process allows for a faster permitting of the project cutting permitting time in half.

Title of Strategy: *Impact Fee Deferral*

Description: Ordinance No. 12750 adopted in December 2005 authorizes the City Manager to defer Impact Fees on affordable housing projects.

Benefit to Project: The strategy will reduce the pro-rata share of the number of units in the project meeting the affordable housing definition in the ordinance.

Documentation: Copy of City of Miami Ordinance 12750 (Exhibit F).

Title of Strategy: *Re-zoning*

Description: The rezoning strategy will be used to provide for a greater community mix of affordable housing.

Benefit to Project: The project will benefit by supporting the increase in the availability of affordable housing in the City of Miami.

Documentation: Exhibit H – Rezoning Ordinance by City of Miami.

Title of Strategy: *Reduction in Parking Requirements*

Description: Section 917.3.2 and Section 917.6 of the City of Miami Code allows reduction in parking for projects in community revitalization districts or affordable housing projects respectively.

Benefit to Project: The project contemplated is in a community revitalization district and is also an affordable housing project. It therefore meets the conditions for reduced parking. This reduction means savings in the project cost.

Documentation: Copy of City of Miami Code Sec. 917.3.2 (Exhibit G)

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
Community Workforce Housing for Essential Services Personnel
Wagner Square Condominium Phase I Project

Title of Strategy: *Mix Use Housing Development*

Description: The Wagner Square Condominium Phase I will include 52-unit condominium, with a community room, gym and fitness area, and parking featuring automated lifts.

Benefit to Project: The project will enable the homeowners to have a safe and convenient location for leisure, and health and fitness activities.

Documentation: See Cost Pro Forma

Title of Strategy: *Creation of Housing in Proximity to Employment Centers*

Description: The Wagner Square Condominium Phase I project is located within a one-mile radius of a major South Florida network of hospital and health care facilities (University of Miami/Jackson Health System). The project is within walking distance of the criminal justice center, which includes the courts, State Attorney's Office, Public Defender, Courthouse, and a County Jail. The various locations combine to employ over 25,000 individuals. The project will include a Phase II and III, which will provide 52 additional affordable residential housing units, and a commercial development of 108,000 sq. ft. of retail and office space. Both are planned for completion in 2008.

Benefit to Project: The project location will provide easy access to the various employers in the surrounding community, most within walking distance. The planned Phase II and III will result in the creation of approximately 194 permanent jobs.

- c. Certification of the jurisdiction to provide a land use strategy was made pertaining to a change in zoning. The proposed project site was rezoned from R2 (single family and duplex) and R4 (multi-family), to C1 (high-rise).
- d. Each of the above mentioned land use innovation strategies: *Expedited Permitting; Impact Fee Deferral; Re-zoning; Reduction in Parking Requirements; Preservation of Existing Housing Stock; Mix Use Housing Development; Creation of Housing in Proximity to Employment Centers; and*

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
Community Workforce Housing for Essential Services Personnel
Wagner Square Condominium Phase I Project

Creation of Housing in Proximity to Employment Centers, serves to enable the partnership to plan, design and build affordable workforce housing for essential services personnel.

E

Innovation

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
Community Workforce Housing for Essential Services Personnel
Wagner Square Condominium Phase I Project

E.2. Local Financial Strategies

a. The City of Miami was a co-applicant with Wagner Square I, LLC in obtaining a Brownsfield Economic Development Initiative (BEDI) grant to provide cleanup and remediation. As part of this agreement, the City will waive impact fees for the project.

b. The following are newly created and implemented local financial strategies:

Title of Strategy: *Deferred Developer's Fee*

Description: The developer will defer the developer's fee to be applied at project completion.

Benefit to Project: The construction loan interest will be lower.

Documentation: See Project Cost Pro Forma

Title of Strategy: *Multi-Source Funding*

Description: The project has received funding from the City of Miami through the HOME program and from County SHIP funds.

Benefit to Project: The award of funds from these funding sources improves the project's position to obtain institutional financing to build and complete the project.

Documentation: See Project Cost Pro Forma

Title of Strategy: *Public-Private Partnership*

Description: The Miami-Dade Wagner Square CWHIP Partnership was formed to seek funding from FHFC, to plan, design, and build affordable workforce housing for essential services personnel.

Benefit to Project: The partnership serves to promote the development of needed housing in Miami-Dade County for essential services workers.

Documentation: Memorandum of Understanding

Title of Strategy: *Advertising and Financial Assistance*

Description: The project will include targeted advertising to the essential service populations targeted by this project. CWHIP funding will serve to promote the buy down of mortgages, when combined with SHIP and HOME dollars to enable homebuyers to make lower down payments. As a condition

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
Community Workforce Housing for Essential Services Personnel
Wagner Square Condominium Phase I Project

for purchase, homebuyers will participate in a mandatory homebuyer education, and a mandatory post-counseling program.

Benefit to Project: Homebuyer participants in the CWHIP will benefit through the enhancements and innovations designed to enable them to acquire affordable housing through this project initiative.

Documentation: Memorandum of Understanding

- c. The *Wagner Square Condominium Phase I Project* has received an award of \$1,000,000 from Miami-Dade County from SHIP funds. The City of Miami awarded the project \$1,200,000 from HOME funds.
- d. Each of the above mentioned local financial strategies: *Deferred Developer's Fee; Multi-Source Funding; Public-Private Partnership; and Advertising and Financial Assistance*, serves to enable the partnership to plan, design and build affordable workforce housing for essential services personnel.

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
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Wagner Square Condominium Phase I Project

E.3. Other Innovative Strategies

The developer, Wagner Square I, LLC will provide automated lifts for the *Wagner Square Condominium Phase I Project*, thereby creating a reduction in the land utilized for parking. The City of Miami plans to waive the impact and building permit fees since the project site is a brownsfield development. The project site is two blocks from the Metrorail system, placing the units in close proximity to public transportation. The proposed project is adjacent to the County's major health care network of facilities, including world renown University of Miami/Jackson Health Care System. The project will be located within two blocks of the criminal justice civic center, which houses the courts and the State Attorney and Public Defender's Office. The following other innovative strategies will be used:

Automated Lift Parking: The developer will provide a new automated lift parking, hailed as an innovation to conserve land use, reducing traditional parking configuration, and there by enabling greater use of the development site.

Hurricane Impact Windows: The 52-unit project will feature hurricane impact windows.

Multi-funding Support: The project has received financial awards and commitments from the City of Miami, Miami-Dade County, and the U. S. Department of Housing and Urban Development (HUD).

Smart Building Design: The project will incorporate a feature known as *Smart Building Design*, to include wireless technology and cable access.

Technical Support: The city will provide technical support to the Condominium Association by providing an experienced housing professional staff member to be an ex-officio member of the board. This will ensure that this condominium does not experience the issues most subsidized condominiums face in the mismanagement of the property.

F

Finance

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

Miami-Dade Wagner Square CWHIP Partnership
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F. Finance:

1. The Project Cost Pro Forma is provided as Exhibit B

Miami-Dade Wagner Square CWHIP Partnership
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Wagner Square Condominium Phase I Project

F.2. Contributions

- a. Contribution in support of the project is provided by the City of Miami and Miami-Dade County. See Exhibit I – City of Miami Award Letter, and Exhibit J – Miami-Dade County Award Letter

- b. The project's contributions in support of this public-private partnership exceed 15 percent. The percentage of contributions excluding land is 19.7 percent (\$1 million in County SHIP, \$1.2 million in City of Miami HOME, and \$60,000 in City of Miami building permit fees). See Award Letters

G

Affordability

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
Community Workforce Housing for Essential Services Personnel
Wagner Square Condominium Phase I Project

G. Affordability Period:

- G.1. The applicant will ensure that the housing units remain earmarked as workforce housing for homeownership for a minimum affordability period of 30 years.

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
Community Workforce Housing for Essential Services Personnel
Wagner Square Condominium Phase I Project

G.2. Deed and restrictive covenants will be used to enforce the 30-year provision. First-time homebuyers will be informed of the property requirements prior to purchase during homebuyer classes. At the time of sale and resale, disclosure will be made that the property has the restrictive covenant restricting sale to income-qualified workforce housing and essential services personnel. This information will be shared with realtors, mortgage brokers, and lending institutions. The deed and restrictive covenant requirement will be incorporated into the Condominium Association's Agreement, approved by the Board of the Association, and added to the Association's By Laws.

H Set Asides

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
Community Workforce Housing for Essential Services Personnel
Wagner Square Condominium Phase I Project

H. Set-asides:

One hundred percent (100%) of the units will be earmarked for Workforce Housing, and fifty percent (50%) of these will be earmarked for essential personnel.

	Workforce Housing Set-aside Units	Essential Services Personnel set-aside Units	Total Number of Units
Homeownership	100%	50%	52

I

Site Control

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
Community Workforce Housing for Essential Services Personnel
Wagner Square Condominium Phase I Project

I. Site Control:

See Exhibit K – Recorded Property Land Deed and Exhibit L – Unrecorded
Project Site Deed

J

Infrastructure Availability

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
Community Workforce Housing for Essential Services Personnel
Wagner Square Condominium Phase I Project

J. Infrastructure Availability:

See Exhibits C

EXHIBIT C – Verification of Availability of Infrastructure – Electricity

EXHIBIT C – Verification of Availability of Infrastructure – Water

EXHIBIT C – Verification of Availability of Infrastructure – Sewer Capacity,
Package Treatment, or Septic Tank

EXHIBIT C – Verification of Availability of Infrastructure – Roads

K

Demand and Need

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
Community Workforce Housing for Essential Services Personnel
Wagner Square Condominium Phase I Project

K. Demand and Need:

The cost and value of housing in Miami-Dade County is high and continues to increase. Between 2000 and 2004, average housing costs for both renter and owner-occupied housing units were on the rise.¹ Renters who paid an average of \$647 in 2000 spent \$130 more (\$777) in 2004, while homeowners went from paying \$1,206 each month to \$1,336.²

These housing costs reflect the rapidly escalating value of housing throughout Miami-Dade County in the past five years. From 2000 until 2004, sale prices for new single-family homes and condominiums increased by nearly 30 percent, while the selling price for used single family homes and condominiums soared by over 70 percent.

A key economic indicator for housing affordability is income. Housing affordability is best measured as the percentage of income spent on housing. For a household's housing costs to be considered affordable, no more than 30 percent of its income should be spend on housing. "Families who pay more than 30 percent of their income for housing are considered *cost-burdened* and may have difficulty affording necessities such as food, clothing, transportation and medical care".³ In 2004, 58 percent of Miami-Dade County renters and owner-occupied households⁴ paid 30 percent or more of their annual household income on housing.⁵ This percentage is higher than that for the United States, the State of Florida and both Broward and Palm Beach Counties.

Essential services workers have been priced out of the housing market in Miami-Dade County. The average sales price for a single family home was \$328,758 in 2004 (partial year). The median sales price that year was \$235,000, compared to a statewide median sales price of \$162,000.⁶ In 2006, home sale prices continued to rise, severely impacting the Miami-Dade County affordable housing market.

L

Certification

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

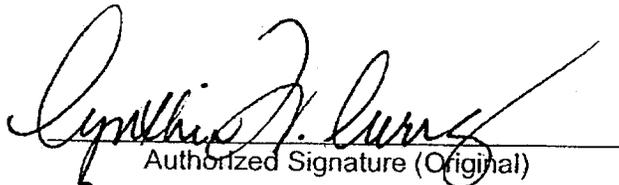
Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
Community Workforce Housing for Essential Services Personnel
Wagner Square Condominium Phase I Project

L.1. Certification

The certification below is provided by the County Manager of Miami-Dade County.

Certification Statement (Section Five – F)

I agree to abide by all conditions of the RFP 2006-05 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Applicant and that I am in compliance with all requirements of the RFP, including, but not limited to, the certification requirements stated in Section Five of this RFP.



Authorized Signature (Original)

Cynthia W. Curry, Senior Advisor/Asst.
County Manager

Print Name and Title

Miami-Dade Wagner Square CWHIP Partnership
Proposal to Provide Affordable Homeownership
Community Workforce Housing for Essential Services Personnel
Wagner Square Condominium Phase I Project

L.2.

FOOTNOTES

1. Housing costs for renter-occupied are "gross rent", i.e. the amount of contract rent plus the estimated average monthly cost of utilities and fuels. Housing costs for owner-occupied units are "selected monthly owner costs", i.e. the sum of payment for mortgages, real estate taxes, various insurances, utilities, fuels, mobile home costs, and condominium fees.

2. Source: U.S. Census Bureau; Census 2000, Summary File 3; 2004 American Community Survey. Internet, <http://factfinder.census.gov>.

3. Source: U.S. Department of Housing and Urban Development: Homes and Communities; available from <http://www.hud.gov/offices/cpd/affordablehousing/index.cfm>.

4. Includes only those units that are renter-occupied paying cash rent and owner-occupied with a mortgage.

5. Source: U.S. Census Bureau; 2004 American Community Survey, Tables B25070 and B25091; available from <http://factfinder.census.gov>.

6. Source: Florida Housing Data Clearing House, Housing Profile Miami-Dade County, Florida, Home Sale Prices; available from [http://www.flhousingdata.shimberg.ufl.edu/a/profiles?nid=4300&action=results&image.x=15&image.y=10#afford housing need](http://www.flhousingdata.shimberg.ufl.edu/a/profiles?nid=4300&action=results&image.x=15&image.y=10#afford%20housing%20need).

M

Exhibits

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

Exhibit A

Miami-Dade Wagner Square CWHIP Partnership

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

RFP 2006-05
EXHIBIT A

CONTACT INFORMATION SHEET

Contact Person: Daniel T. Wall

(The person with whom Florida Housing will correspond with regarding the Response to this RFP. This person cannot be a third-party consultant.)

Contact Person's Address:

Miami-Dade County, 111 NW 1st Street, 22nd Floor

Miami, Florida 33128

Contact Person's Office and Cellular Telephone Numbers and Fax Number:

Office: (305) 375-3597

Cellular: (305) 546-5942

Fax: (305) 375-5168

Contact Person's E-mail Address:

dtw@miamidade.gov

Exhibit B

Miami-Dade Wagner Square CWHIP Partnership

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

**RFP 2006-05
EXHIBIT B
(Threshold Item)**

PROJECT COST PRO FORMA

NOTE:

- (1) Developer fee may not exceed 16% of the Total Development Cost.
Any portion of the fee that has been deferred must be included in Total Development Cost.
- (2) Contractor's fee is limited to 14% of actual Construction Cost. General Contractor's fee must be disc
- (3) In reference to impact fees, a tax professional's advice should be sought regarding eligibility of these
- (4) Hard and soft cost contingency amounts cannot exceed 8%.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF * ITEMS. ATTACH ADDITIONAL SHEETS IF NECESSARY.

PROJECT COST

<i>Actual Construction Cost</i>	
Demolition	0.00
*Off-site (explain in detail)	100,000.00
New Rental/Homeownership Units	6,808,520.00
Rehab of Existing Rental/Homeownership Units	0.00
Accessory Buildings	0.00
Recreational Amenities	0.00
Rehab of Existing Common Areas	0.00
*Other (explain in detail)	78,000.00
A1. Actual Construction Cost	\$ 6,986,520.00
*Contingency (explain in detail)	367,900.00
A1.1 Sub-Total	\$ 7,354,420.00
A1.2. General Contractor Fee (Max. 14% of A1. See Note (2))	\$ 441,480.00
A1.3. Total Actual Construction Cost \$	\$ 7,795,900.00
<i>Financial Cost</i>	
Construction Loan	
Credit Enhancement	

**RFP 2006-05
EXHIBIT B
(Threshold Item)**

Construction Loan Interest		<u>153,567.00</u>
Construction Loan Orig. Fee		<u>16,950.00</u>
Bridge Loan Interest	County SHIP & CWHIP	<u>120,000.00</u>
Bridge Loan Orig. Fee	County SHIP	<u>10,000.00</u>
Permanent Loan Credit Enhancement		████████████████████
Permanent Loan Origination Fee		████████████████████
Reserves Required by Lender		████████████████████
A2. Total Financial Cost		\$ ██████████ 300,517.00
<i>General Development Costs</i>		
Accounting Fees		<u>30,000.00</u>
Appraisal		<u>7,000.00</u>
Architect's Fee - Design		<u>600,000.00</u>
Architect's Fee - Supervision		<u>75,000.00</u>
Builder's Risk Insurance		<u>100,000.00</u>
Building Permit		<u>60,000.00</u>
Brokerage Fees - Land		████████████████████
Brokerage Fees - Buildings		████████████████████
Closing Costs - Construction Loan		<u>147,045.00</u>
Closing Costs - Permanent Loan		████████████████████
Engineering Fee		<u>68,200.00</u>
Environmental Report		<u>15,000.00</u>
Florida Housing Credit Underwriting Fee		<u>15,000.00</u>

* For purposes of this RFP the credit underwriting fee reflected is an estimate.
The final fee will be determined during contract negotiations between Florida Housing and the Credit

6-1

**RFP 2006-05
EXHIBIT B
(Threshold Item)**

*Impact Fees (list in detail)(See Note (3))	<u>200,000.00</u>
Inspection Fees	<u>28,500.00</u>
Insurance	<u>30,500.00</u>
Legal Fees	<u>236,500.00</u>
Market Study	<u>5,500.00</u>
Marketing/Advertising	<u>207,500.00</u>
Property Taxes	<u>35,000.00</u>
Soil Test Report	<u>15,000.00</u>
Survey	<u>15,000.00</u>
Title Insurance	<u>25,000.00</u>
Utility Connection Fee	<u>3,000.00</u>
*Other (explain in detail)	<u>125,580.00</u>
*Contingency (explain in detail)	<u>120,000.00</u>
A3. TOTAL GENERAL PROJECT COST	\$ <u>2,161,325.00</u>
B. PROJECT COST (A1.3+A2+A3)	\$ <u>10,260,742.00</u>
C. DEVELOPER'S FEE (See Note (2))	\$ <u>1,217,239.00</u>
ACQUISITION COST OF EXISTING PROJECTS (EXCLUDING LAND)	
Existing Buildings	<u>0.00</u>
Developer fee on Existing Buildings	<u>0.00</u>
*Other (explain in detail)	<u>0.00</u>
D. TOTAL ACQUISITION COST	\$ <u>0.00</u>
LAND COST	
Land	<u>0.00</u>
E. TOTAL LAND COST	\$ <u>0.00</u>
F. TOTAL DEVELOPMENT COST (B+C+D+E)	\$ <u>11,477,984.00</u>

65

**RFP 2006-05
EXHIBIT B
(Threshold Item)**

Detail/Explanation Sheet

Totals must agree with Pro Forma. Provide description and amount for each item that has been completed on the Pro Forma.

Development Cost

Actual Construction Cost

Off-site:

Contribution for Water Main extension and curb, gutter,
and sidewalk repairs totaling \$100,000.

Other:

Automated parking lifts totaling \$78,000.

Contingency:

Five percent hard cost contingency for any unforeseen
construction costs increases.

General Development Costs

Impact Fees:

The impact fees include School and County along with
Water and Sewer connection fees. The City is waving
their fees. The impact fees are \$115,000. The WASA
connection fees are \$85,000.

Other:

Payment & Performance Bond totaling \$73,580.
Pre & Post Homebuyer Counseling totaling \$52,000.

Contingency:

One percent soft costs contingency for any unforeseen
costs.

Acquisition Cost of Existing Developments

Other:

**RFP 2006-05
EXHIBIT B
(Threshold Item)**

**CONSTRUCTION or REHAB
ANALYSIS**

AMOUNT

A. Total Development Cost:	\$	<u>14,774,981.00</u>
B. Sources:		
1. CWHIP Loan Requested	\$	<u>5,000,000.00</u>
2. First Mortgage Financing	\$	<u>3,390,000.00</u>
3. Second Mortgage Financing	\$	<u>1,200,000.00</u>
4. Third Mortgage Financing	\$	<u>1,000,000.00</u>
5. Deferred Developer Fee	\$	<u>807,239.00</u>
6. Grants	\$	<u> </u>
7. Equity - Partner's Contribution	\$	<u>80,742.00</u>
8. Other: _____	\$	<u> </u>
9. Other: _____	\$	<u> </u>
10. Total Sources	\$	<u>14,774,981.00</u>
C. Financing Shortfall	\$	<u>0.00</u>

**RFP 2006-05
EXHIBIT B
(Threshold Item)**

**HOMEBUYER PERMANENT AFFORDABILITY ANALYSIS
(On a per-unit basis)**

	AMOUNT	
Average Sales Price:	\$ <u>220,730</u>	<i>(Total Development Cost divided by the number of units)</i>
MINUS:		
CWHIP Loan Requested (Second Mortgage)	\$ (<u>96,154</u>)	<i>(Total requested amount divided by the number of units)</i>
A. Amount to be Financed by Homebuyer	\$ <u>124,577</u>	
 B. Sources:		
First Mortgage Financing	\$ 73,809.00	
Third Mortgage Financing	\$ 44,147.00	
Grants	\$	
Homebuyer Contribution:	\$ 6,621.00	
Other: _____	\$ _____	
Total Sources:	\$ <u>124,577.00</u>	
 C. Financing Shortfall	 \$ <u>0.00</u>	

**RFP 2006-05
EXHIBIT B
(Threshold Item)**

HOME BUYER AFFORDABILITY ANALYSIS

	Most Expensive Model	Average	Comments
Sales Price	\$ 300,000.00	\$ 220,730.40	
Estimated Closing Cost	\$ 9,000.00	\$ 6,621.91	
Total Cost	\$ 309,000.00	\$ 227,352.32	
CWHIP Amount	\$ 96,153.85	\$ 96,153.85	
SHIP	\$	\$	
Other (explain)	\$ 12,000.00	\$ 8,829.22	Bond Program Assistance
Other (explain)			
Home Buyer's Equity	\$ 9,000.00	\$ 6,621.91	
Total Assistance	\$ 117,153.85	\$ 111,604.97	
First Mortgage Amount	\$ 191,846.15	\$ 115,747.34	
7% Interest Rate			
Term (months)	360	360	
Monthly Payment	\$ 1,269.00	\$ 766.00	
Taxes and Insurance	\$ 438.00	\$ 322.00	
Other (explain)	\$ 360.00	\$ 295.00	Condo Association Fees
Total Monthly Housing Payment	\$ 2,067.00	\$ 1,383.00	
Annual Income (140%AMI) 2 person household	\$62,580.00		Scenario is based on a 3 bedroom unit
Monthly Income	\$5,215.00		
Total Monthly Housing Payment as a percentage of Monthly Income	39.64%	26.52%	
Annual Income (140%AMI) 4 person household	\$78,260.00		Scenario is based on a 3 bedroom unit
Monthly Income	\$6,521.67		
Total Monthly Housing Payment as a percentage of Monthly Income	31.69%	21.21%	

Exhibit C

Miami-Dade Wagner Square CWHIP Partnership

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

RFP 2006-05 EXHIBIT C
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE
ELECTRICITY

Name of Project: Wagner Square Condominium Phase 1

Project Location: 1700 NW 14th Avenue, Miami FL 33136

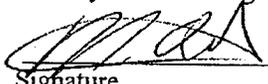
(At a minimum, provide the address assigned by the United States Postal Service, including the address number, street name and city, or if the address has not yet been assigned, provide the street name, closest designated intersection and city. Evidence of availability must be provided for all sites if the proposed Project consists of scattered sites.)

The undersigned service provider confirms that on or before 12/15/2006 :
Date (mm/dd/yyyy)

1. Electricity is available to the proposed Project.
2. There are no impediments to the proposed Project for obtaining electric service other than payment of hook-up or installation fees, line extensions to be paid for by the Applicant in connection with the construction of the Project, or other such routine administrative procedure.
3. To the best of our knowledge, no variance or local hearing is required to make electricity available to the proposed Project.
4. To the best of our knowledge, there are no moratoriums pertaining to electric service which are applicable to the proposed Project.

CERTIFICATION

I certify that the foregoing information is true and correct.

<u></u> Signature	<u>12/13/06</u> Date (mm/dd/yyyy)	<u>Florida Power and Light</u> Name of Entity Providing Service
<u>Melaine Anderson</u> Print or Type Name		<u>122 SW 3rd ST, Miami, FL, 33130</u> Address
<u>Customer Project Designer</u> Print or Type Title		
		<u>305 377 6070</u> Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any principals or financial beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Project and it is inappropriately signed, the Response will fail threshold.

THRESHOLD ITEM

RFP 2006-05 EXHIBIT C

VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE
WATER

Name of Project: Wagner Square Condominium Phase I

Project Location: 1700 NW 14 Ave., Miami-Dade County, Florida

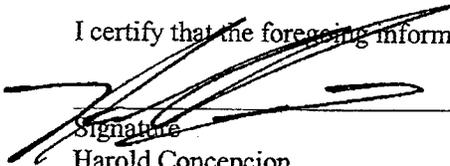
(At a minimum, provide the address assigned by the United States Postal Service, including the address number, street name and city, or if the address has not yet been assigned, provide the street name, closest designated intersection and city. Evidence of availability must be provided for all sites if the proposed Project consists of scattered sites.)

The undersigned service provider confirms that on or before 12/15/2006 :
Date (mm/dd/yyyy)

1. Potable water is available to the proposed Project. *
2. There are no impediments to the proposed Project for obtaining potable water service other than payment of hook-up or installation fees, line extensions to be paid for by the Applicant in connection with the construction of the Project, or other such routine administrative procedure.
3. To the best of our knowledge, no variance or local hearing is required to make potable water available to the proposed Project.
4. To the best of our knowledge, there are no moratoriums pertaining to potable water which are applicable to the proposed Project.

CERTIFICATION

I certify that the foregoing information is true and correct.

 Signature Harold Concepcion	<u>12/14/06</u> Date (mm/dd/yyyy)	<u>MDC Water and Sewer Department</u> Name of Entity Providing Service <u>3575 S. LeJeune Rd. Miami, FL 33146</u> Address
<u>Chief Utilities Development Division</u> Print or Type Name		<u>305-669-7630</u> Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any principals or financial beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Project and it is inappropriately signed, the Response will fail threshold.

* Subject to the attached agreement executed July 26, 2006

THRESHOLD ITEM

C-2

RFP 2006-05 EXHIBIT C

VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE
SEWER CAPACITY, PACKAGE TREATMENT, OR SEPTIC TANK

Name of Project: Wagner Square Condominium Phase I

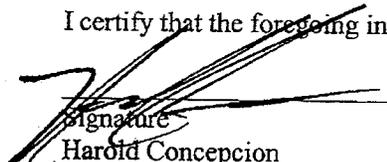
Project Location: 1700 NW 14 Ave., Miami-Dade County, Florida
(At a minimum, provide the address assigned by the United States Postal Service, including the address number, street name and city, or if the address has not yet been assigned, provide the street name, closest designated intersection and city. Evidence of availability must be provided for all sites if the proposed Project consists of scattered sites.)

The undersigned service provider confirms that on or before 12/15/2006 :
Date (mm/dd/yyyy)

1. Sewer Capacity, Package Treatment, or Septic Tank is available to the proposed Project. *
2. There are no impediments to the proposed Project for obtaining the specified waste treatment service other than payment of hook-up or installation fees, line extensions to be paid for by the Applicant in connection with the construction of the Project, or other such routine administrative procedure.
3. To the best of our knowledge, no variance or local hearing is required to make this service available to the proposed Project.
4. To the best of our knowledge, there are no moratoriums pertaining to this service, which are applicable to the proposed Project.

CERTIFICATION

I certify that the foregoing information is true and correct.

 Signature Harold Concepcion	<u>12/14/2006</u> Date (mm/dd/yyyy)	<u>MDC Water and Sewer Department</u> Name of Entity Providing Service <u>3575 S. LeJeune Rd., Miami, FL 33146</u> Address
<u>Chief Utilities Development Division</u> Print or Type Name		<u>305-669-7630</u> Telephone Number (including area code)
<u>Print or Type Title</u>		

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any principals or financial beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Project and it is inappropriately signed, the Response will fail threshold.

* Subject to the attached agreement executed July 26, 2006

THRESHOLD ITEM

Exhibit D

Miami-Dade Wagner Square CWHIP Partnership

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

D

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MIAMI-DADE COUNTY, CITY OF MIAMI
AND
WAGNER SQUARE I, LLC**

THIS Memorandum of Understanding (the "MOU") is entered into as of the 14th day of December, 2006, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose address is 111 N.W. 1st Street, Miami, Florida 33128, Attention: County Manager (hereinafter the "County"); **CITY OF MIAMI**, a municipal corporation, of Miami whose address is 444 S.W. 2nd Avenue, 10th Floor, Miami, Florida 33130, Attention: City Manager (hereinafter the "City"); and **WAGNER SQUARE I, LLC**, a Florida limited liability corporation, whose address is 1801 S.W. 3rd Avenue, Suite 500, Miami, Florida 33129, Attention: Albert Milo (hereinafter the "Corporation"), collectively known as known as Miami-Dade Wagner Square CWHIP Partnership (hereinafter the "Partnership").

RECITALS

WHEREAS, the Partnership was been formed as of December 14, 2006; and

WHEREAS; the Partnership has come together to make an application for the Florida Housing Finance Corporation, Community Workforce Housing Innovation Pilot Program, to provide affordable homeownership community workforce housing for essential services personnel in the City; and

WHEREAS, the County, the City and the Corporation have agreed to enter into a public-private partnership and implement the Community Workforce Housing Innovation Pilot Program in Miami-Dade County, to provide Affordable Homeownership Community Workforce Housing for Essential Services Personnel, with the development of the *Wagner Square Condominium Phase I Project*; and

WHEREAS, the Partnership defines Essential Services Personnel to include, ~~but not limited to~~, police and fire personnel, first responders, emergency personnel, health care workers, teachers, and law enforcement and criminal justice personnel; and

WHEREAS, the Partnership desires to enter into this MOU setting forth the services to be provided by the Partnership toward the planning, development and implementation of the Community Workforce Housing Innovation Pilot Program in Miami-Dade County; and

WHEREAS, the proposal prepared and approved by the Partnership is to be submitted to the Florida Housing Finance Corporation for the Community Workforce Housing Innovation Pilot Grant Program (hereinafter "CWHIP"); and

WHEREAS, this proposed Partnership is contingent upon funding of Miami-Dade County's CWHIP proposal by the Florida Housing Finance Corporation; and

WHEREAS, this proposed Partnership and the terms and conditions of this MOU are also contingent upon ratification, consent and approval by the Board of County Commissioners for the County, the City's Housing and Commercial Loan Committee and the City Commission for the City, and the Corporation's Managing Partner(s) for the Corporation; and

WHEREAS, the Partnership has come together to plan, design, and build a 52-unit Condominium, consisting of twenty (20) one-bedroom units, twenty-two (22) two-bedroom units, and ten (10) three-bedroom units, located at 1700 NW 14th Avenue, Miami-Dade County, Florida; market, advertise, and sell the units as affordable workforce housing for essential services personnel; commit to a set-aside of one hundred percent (100%) of the units in the project for workforce housing families earning up to one hundred and forty percent (140%) of area median income (hereinafter "AMI"), and fifty percent (50%) of the units for essential services personnel; establish an affordability period of thirty (30) years; and provide homebuyer counseling and technical support to the condominium association; the following histories, commitments and services are inclusive of this MOU and provide the framework for the services to be provided through this Partnership initiative,

WHEREAS, the Partnership now wishes to enter into this MOU in order to set forth the terms and conditions:

NOW, THEREFORE, in consideration of the Premises, and of the mutual covenants and agreements set forth below, the parties agree as follows:

Section I – History

1.1 History and Experience

The partners to this MOU have a long-standing history and experience of working with local governments, businesses, non-profit, and other entities to provide services, projects, and programs on behalf of residents and the business community of Miami-Dade County, Florida, and the City of Miami.

1.2 Miami-Dade County

The County's Mission: Delivering excellent public services that address community needs and enhance the quality of life, serves as the focal point for all services to the County's 2,253,149 residents, including businesses, community service organizations, and other institutions. The County, through its department, Miami-Dade Housing Agency (hereinafter "MDHA"), provides for a wide range of housing programs and services for low and moderate-income families in the County.

The County's range of housing projects and options for extremely low, very low, low and moderate-income working families include: **Section 8:** This rental housing program includes designated housing units and voucher/certificates. Participating housing authorities include the County, through MDHA, Hialeah Housing Authority, Homestead Housing Authority, and Miami Beach Housing Authority. **Rental:** This category consists of multiple programs, including public housing. It also includes the Surtax funds for rental projects, State Housing Initiatives Partnership (hereinafter "SHIP") funds from the State as allocated to local jurisdictions, rental projects funded by the Miami-Dade Housing

Finance Authority, and individual municipalities, and HUD administered Section 202 (Elderly) and Section 8111 (Disabled) programs, plus some rental rehabilitation programs. **State Tax Credits:** This program through the Florida Housing Finance Corporation (hereinafter "FHFC"), provides State tax credits to developers in support of the construction of both affordable rental and purchase housing, and gap financing is provided to first-time home buyers. **First Time Homebuyer Program:** This program targets families seeking to purchase homes who agree to participate in homebuyer classes. Homebuyers take advantage of low-interest rate mortgages and financial assistance to help cover down payment and closing costs. **Individual Development Accounts:** The Individual Development Accounts (hereinafter "IDA") program assist low-income families to become economically self-sufficient through the use of match savings accounts, to save for a first home, a micro business, or post-secondary education. The IDA program is designed to help families work to develop economic assets that lead to financial independence. **Developer Program:** Developers may apply for revenue bond financing to build affordable housing. All of the **Public Housing** units within the City of Miami are owned and operated by the County through MDHA. MDHA provides federal subsidies for 10,500 units of public housing, which it manages and maintains, and for 17,700 units of private housing, which it inspects annually. MDHA also provides limited supportive services and programs to improve the quality of life and general environment of public housing residents, and coordinates most of the County's affordable housing programs, including the in-fill housing initiative.

1.3 City of Miami

The City's Housing Division of the Department of Community Development administers a variety of housing programs to assist eligible low and moderate-income residents to purchase, rent or rehabilitate existing housing units located in the City. The major housing programs currently managed by this division include the **SHIP**, the **Home Investment Partnership Program** (hereinafter "HOME"), and the **Community Development Block Grant** (hereinafter "CDBG") which offer loans and grants to prospective homebuyers, homeowners, or developers for the purchase, rehabilitation, or construction of new or existing housing units.

The City's **Miami Unleaded** program was launched to help prevent lead poisoning cases in low-to moderate-income homes in the City. Miami Unleaded provides up to \$15,000 in assistance to City residents, to reduce dangerous levels of lead in eligible, lead-contaminated homes. The City's **First-Time Homebuyer's Program** provides up to forty thousand dollars (\$40,000) as down payment and closing cost assistance for eligible families to buy their first home.

The Single Family Rehabilitation Program provides low or no-interest loans to homeowners in the City of Miami to repair their properties. Homeowners select their contractors based on three (3) bids. The work is inspected by City employees and contractors are paid for completed work, after approval by the homeowner and the City inspector. The **Housing Opportunities for Persons with AIDS** (hereinafter "HOPWA") Program enables the City to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome (hereinafter "AIDS") or related diseases and their families.

1.4 Wagner Square I, LLC

The Corporation's development team is comprised of three (3) established development companies with over seventy (70) years of combined experience. The development companies are The Urban Development Group, LLC, principal is Alberto Milo, Jr., which specializes in affordable homeownership projects. Tate Enterprises, the principal is Stanley G. Tate, which has built over 3,500 condominium units in Florida and over a million square feet of commercial development. Redevco, principal is Debra Sinkle-Kolsky, which has built over a million square feet of shopping centers.

The three partners successfully developed Seybold Pointe Condominium. The project consisted of 96 residential units and one commercial unit and was located at 816 NW 11 Street also in the Civic Center area of the City. The project was the first mass transit oriented building in the City's urban core. The project served the moderate income population of the City and was successfully turned over to the homeowners association in October 2005.

The Wagner Square development is a brownsfield redevelopment project in the City and is located in an Enterprise Zone. The project is a mixed-use project consisting of two affordable and workforce homeownership phases and one commercial phase. The development team's individual areas of expertise make them a perfect fit to successfully redevelop the property.

Section II – Commitments and Services

2.1 Miami-Dade County

The County shall serve as the fiscal agent for the CWHIP funding, and shall maintain fiscal and program records in accordance with the reporting and auditing procedures required by the grant.

The County will require that all prospective homebuyers attend homebuyer education classes. The classes will be provided by a HUD certified agency at no cost to the borrower. Course content will include, but not be limited to the following topics: **Borrowing and Credit** – This session will highlight general guidelines for consideration when borrowing, applying for and using credit. **Buying a Home** – This session will highlight the complex process of home purchase, including mortgage types, loans, interest rates, amortization, taxes, title and homeowners insurance, liens, escrow accounts, credit history, closing costs, and more. **Responsible Home Ownership** – This session will focus on the value of homeownership and essential responsibilities including mortgage payments; tax payments; maintenance and upkeep; homeowners, flood, and windstorm insurance; and being a good neighbor. Post-purchase counseling will be provided to highlight the project requirements including deed restrictions, restrictive covenants, and affordability provisions.

2.2 City of Miami

The City will expedite permitting of the project through the various permitting departments, to allow for faster permitting of the project. The City will make available, at no cost to the homebuyer, a special presentation on the statutes and regulations governing the operations of a condominium association as well as a basic understanding

of building management. We believe that the provision of such a service will go a long way in providing an efficiently run building and condominium association. Section 917.3.2 and Section 917.6 of the City of Miami Building and Zoning Code, as amended, allows reduction in parking for projects in community revitalization districts or affordable housing projects, respectively. The project contemplated is in a community revitalization district and is also an affordable housing project. It therefore meets the conditions for reduced parking. This reduction should lead to savings in the project costs. The City will waive some of its permitting fees in consideration of the brownsfield development design for this City project.

2.3 Wagner Square I, LLC

The Corporation will manage and coordinate the project's design, development and construction; and will apply for and obtain any and all institutional financing to build and complete the project. Phase I will include a 52-unit condominium, with a community room, gym and fitness area, and parking featuring automated lifts. The fifty-two (52) units slated for this project initiative, are intended to provide affordable homeownership community workforce housing for essential services personnel. These units will be reserved for buyers of up to one hundred and forty (140%) of median income. Each unit will included a washer and dryer, hurricane resistant glass windows, and incorporate a *smart building design*, featuring wireless technology and cable access. The project site is a brownsfield site that had been sitting idle for over twenty (20) years prior to the developer's remediation plan.

Section III- Term of the MOU

3.1 The term of this MOU shall commence on the last date of execution by the parties and continue until September 30, 2008 unless terminated by any party pursuant to Section VII below. This Agreement is subject to two (2) five (5) – year options to renew, by written agreement between the parties.

3.2 The parties agree that time is of the essence in the performance of each and every obligation under this MOU.

Section IV- Project Management and Notice

4.1 The Project Manager for the County is Kris Warren. The Project Manager for the City is George Mensah. The Project Manager for the Corporation is Alberto Milo, Jr. The parties shall direct all matters arising in connection with the performance of this MOU, other than notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this MOU.

4.2 All notices, demands, or other communications to the County under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Miami-Dade County
c/o Kris Warren, Director, MDHA
1401 NW 7th Street
Miami, Florida 33125

All notices, demands, or other communications to the City under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

City of Miami
City Manager
444 S.W. 2nd Ave., 10th Floor
Miami, Florida 33130

With copies to:

City of Miami
Director of Community Development
444 S.W. 2nd Ave., 2nd Floor
Miami, Florida 33130

And

City of Miami, City Attorney
444 S.W. 2nd Ave., 9th Floor
Miami, Florida 33130

All notices, demands, or other communications to the Corporation under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Wagner Square I, LLC
Attention: Alberto Milo
1801 S.W. 3rd Avenue
Suite 500
Miami, Florida 33129

The County, the City and the Corporation shall also provide a copy of all notices to the Project Managers. All notices required by this MOU shall be considered delivered upon receipt. Should any party change its address, written notice of such new address shall promptly be sent to the other parties.

Section V- Indemnification

5.1 Subject to the sovereign immunity provisions and liability limitations of Florida Statutes Section 768.28, the County assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the County and the officers, employees, servants, and agents thereof. The County warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the County officers, employees, servants and agents while acting within the scope of their employment with the County.

5.2 Subject to the sovereign immunity provisions and liability limitations of Florida Statutes Section 768.28, the City assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the City and the officers, employees, servants, and agents thereof. The City warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and

property, with such protection being applicable to the City officers, employees, servants and agents while acting within the scope of their employment with the City.

5.3 The Corporation shall indemnify and hold harmless the County and the City and their officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County and City their respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this MOU by Corporation or its employees, agents, servants, partners, principals or subcontractors. Corporation shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County and City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Corporation expressly understands and agrees that any insurance protection required by this MOU or otherwise provided by the Corporation shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County and City or their respective officers, employees, agents and instrumentalities as herein provided.

5.4 The County, the City and the Corporation further agree that nothing contained herein shall be construed to interpret as (1) denying to any party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the United States or its agents and agencies to be sued; (3) the consent of the State of Florida or its agents and agencies to be sued; or (4) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE VI INSURANCE

6.1 The parties hereto acknowledge that the County is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The County shall maintain a fiscally sound and prudent risk management program with regard to their obligations under this MOU in accordance with the provisions of Section 768.28, Florida Statutes. The County shall collect and keep on file documentation of insurance of any and all contractors contracted to provide the services or product used in conjunction with this MOU in any way. The County shall further require all contractors to include the City as a named insured and/or certificate holder, as applicable, and shall provide the City with a copy of the insurance policy purchased by any contractor prior to commencement of the Services.

6.2 The parties hereto acknowledge that the City is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The City shall maintain a fiscally sound and prudent risk management program with regard to their obligations under this MOU in accordance with the provisions of Section 768.28, Florida Statutes. The City shall collect and keep on file documentation of insurance of any and all contractors contracted to provide the services or product used in conjunction with this MOU in any way. The City shall further require all contractors to include the County as a named insured and/or certificate holder, as applicable, and shall provide the County with a copy of the insurance policy purchased by any contractor prior to commencement of the Services.

6.3 The Corporation shall furnish to the County's General Services Administration, c/o Risk Management Division, 111 N.W. 1st Street, Suite 2340, Miami, Florida 33128-1989, and to the City's Risk Management Department, 444 S.W. 2nd Avenue, 9th Floor, Miami, Florida 33130, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- (a) All insurance certificates must list the County and the City as "Certificate Holder(s)" in the following manner:

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128

And

City of Miami
c/o Risk Management Department
444 S.W. 2nd Avenue, 9th Floor
Miami, Florida 33130

- (b) Worker's Compensation Insurance for all employees of the as required by Florida Statute, Chapter 440.
- (c) Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County and the City of Miami must be shown as an additional insureds with respect to this coverage.
- (d) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than \$300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: If the Corporation supplies vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is \$500,000. Furthermore, the Corporation's staff may not use personal vehicles to conduct business and/or transport clients under this MOU unless said staff has sufficient Automobile Liability Insurance as noted above. The County and the City will be held harmless of any liability claim under this MOU based on an occurrence involving the staff person's personal vehicle.

- (e) Professional Liability Insurance in the name of the Corporation, when applicable, in an amount not less than \$250,000 with the deductible per claim, if any, not to exceed 10% of the limit of the liability.
- (f) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1) The company shall be no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County's Risk Management Division and by the City's Risk Management Department.

or

2) The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and must be a member of the Florida Guaranty Fund.

- (g) Certificates shall indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holders.
- (h) Compliance with the foregoing requirements shall not relieve the Corporation of its liability and obligations under this Section or under any other section of this MOU.
- (i) The County and the City reserve the right to inspect the Corporation's original insurance policies at any time during the term of this MOU.

Section VII- Termination/Remedies

7.1 If any party fails to fulfill its obligations under this MOU in a timely and proper manner, the other parties shall have the right to terminate their participation under this MOU by giving written notice of any deficiency. The party in default shall then have thirty (30) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this MOU shall terminate at the expiration of the thirty (30) day time period.

7.2 Any party may terminate this MOU at any time for convenience upon ninety (90) calendar days prior written notice to the other party. Any such termination shall be effected by delivery to the other of a Notice of Termination specifying the extent to which performance of work under the MOU is terminated, and the date upon which such termination becomes effective.

7.3 The County and the City may terminate this agreement in the event the application for the CWHIP is not funded by the Florida Housing Finance Corporation. Any such termination shall be effected by delivery to the other of a Notice of Termination specifying the extent to which performance of work under the MOU is terminated, and the date upon which such termination becomes effective.

7.4 In the event a dispute arises which the Project Managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding

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mediation. The mediator or mediators shall be impartial, shall be selected by parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

7.5 This MOU has no third-party beneficiaries (intended or incidental), who may enforce obligations of any party should the MOU be terminated.

Section VIII- Records Retention/Ownership

The County, the City and the Corporation shall maintain records and each party shall have inspection and audit rights as follows:

8.1. Maintenance of Records: All parties shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this MOU including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration or termination date of this MOU.

8.2. Examination of Records: All parties or their designated agents shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this MOU. Such examination may be only within five (5) years from the expiration or termination of this MOU and upon reasonable notice, time and place.

8.3. Extended Availability of Records for Legal Disputes: In the event that any party should become involved in a legal dispute with a third party arising from performance under this MOU, the other parties shall extend the period of maintenance for all records relating to this MOU until the final disposition of the legal dispute, and all such records shall be made readily available.

8.4. Exemption: Any and all information not subject to disclosure under federal law, including but not limited to any and all criminal intelligence any and all criminal investigative information, any and all law enforcement relation information obtained, retained or created by the County and the City are exempt from the requirements of this Article and is outside the scope of this MOU.

Section IX- Standards of Compliance

9.1 The County, the City and the Corporation, their respective employees, subcontractors, partners or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this MOU to which their activities are subject.

9.2 The County, the City and the Corporation shall allow public access to all project documents and materials it maintains in accordance with the provisions of Chapter 119, Florida Statutes. Should the County assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the County.

9.3 All parties assure that no person shall be excluded on the grounds of race, color, creed, national origin, disability, age, sex, marital status, or sexual preference, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this MOU. All parties shall take all measures necessary to effectuate these assurances.

Section X – Relationship Between the Parties

10.1 The County, the City and the Corporation are independent contractors. No party is an employee or agent of any other party. Nothing in this MOU shall be interpreted to establish any relationship other than that of independent contractors, between the County, the City and the Corporation, or between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this MOU.

Section XI- General Provisions

11.1 Notwithstanding any provisions of this MOU to the contrary, the parties shall not be held liable for any failure or delay in the performance of this MOU that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this MOU shall otherwise remain in effect.

11.2 In the event any provisions of this MOU shall conflict, or appear to conflict, the MOU, including all exhibits, attachments and all other documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this MOU by the parties, their successors and assigns shall not be deemed a waiver of any rights or remedies, nor shall it relieve the other parties from performing any subsequent obligations strictly in accordance with the term of this MOU. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this MOU specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

11.4 Should any term or provision of this MOU be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not effect any other term or provision of this MOU, to the extent that the MOU shall remain operable, enforceable and in full force and effect to the extent permitted by law.

11.5 This MOU may be amended only with the written approval of the parties hereto.

11.6 This MOU states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this MOU. The parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This MOU shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

Section XII – No Conflicts of Interest. Pursuant to City of Miami Code Section 2-611, as amended (“City Code”), regarding conflicts of interest, the Corporation hereby certifies to City that no individual member of the Corporation, no employee, no subcontractor, and no subconsultant under this MOU nor any immediate family member of any of the same is also a member of any board, commission, or agency of the City. The Corporation hereby represents and warrants to the City that throughout the term of this MOU, the Corporation, its employees, its subcontractors, and its subconsultants will abide by this prohibition of the City Code. The Corporation shall certify the same to the County pursuant to Section 2-11.1 of the Code of Miami-Dade County.

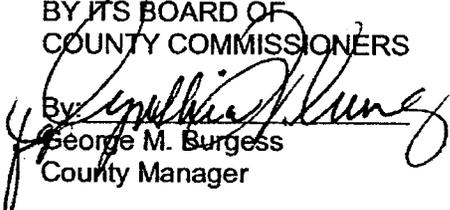
Section XIII- Counterparts. This Agreement may be executed in three (3) or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this MOU on the date first written above.

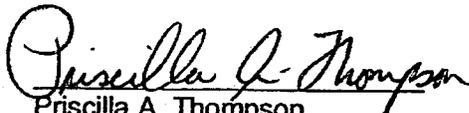
ATTEST:
Harvey Ruvin, Clerk

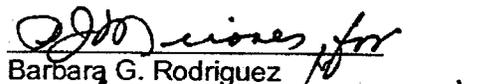
Deputy Clerk

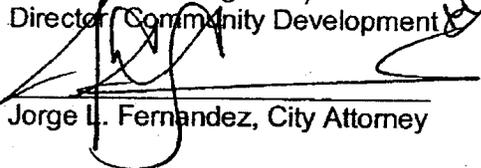
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: 
George M. Burgess
County Manager

Attest:

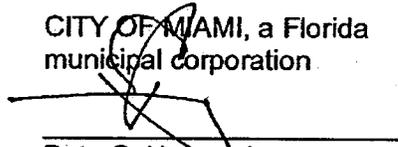

Priscilla A. Thompson
City Clerk

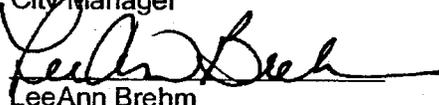

Barbara G. Rodriguez
Director, Community Development

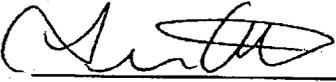

Jorge L. Fernandez, City Attorney

CITY OF MIAMI, a Florida
municipal corporation

By: _____


Pete G. Hernandez
City Manager


LeeAnn Brehm
Risk Management Director

By: 
Assistant County Attorney

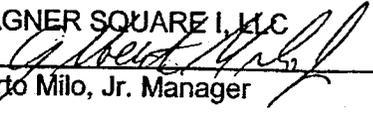
By: WAGNER SQUARE I, LLC

Alberto Milo, Jr. Manager

Exhibit E

Miami-Dade Wagner Square CWHIP Partnership

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program



City of Miami
Legislation
Ordinance: 12750

City Hall
 3500 Pan American
 Drive
 Miami, FL 33133
 www.ci.miami.fl.us

File Number: 05-01042

Final Action Date: 12/15/2005

AN ORDINANCE OF THE MIAMI CITY COMMISSION AMENDING CHAPTER 13, ARTICLE I, ENTITLED "DEVELOPMENT IMPACT AND OTHER RELATED FEES," OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED ("CITY CODE") BY CLARIFYING REFERENCES TO THIS ARTICLE I; UPDATING FINDINGS, INTENT AND AUTHORITY RELATING TO IMPACT FEES; DELETING, AMENDING AND ADDING NEW DEFINITIONS; PROVIDING FOR APPLICABILITY OF IMPACT FEES TO ALL NEW RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT EXCEPT FOR DEMINIMIS DEVELOPMENT AND GOVERNMENTAL USES; PROVIDING FOR IMPOSITION OF NEW IMPACT FEE SCHEDULES TO BUILDING PERMITS SUBMITTED AFTER A SPECIFIED DATE; ESTABLISHING NEW IMPACT FEE BENEFIT DISTRICTS AND SUBDISTRICTS; PROVIDING FOR AN AFFORDABLE HOUSING IMPACT FEE DEFERRAL PROGRAM; ESTABLISHING NEW IMPACT FEE SCHEDULES FOR POLICE, FIRE-RESCUE, GENERAL SERVICES AND PARKS AND RECREATION IMPACT FEES; PROVIDING CERTAIN REQUIREMENTS FOR COLLECTION, ACCOUNTING AND EXPENDING IMPACT FEES AND REQUIRING ANNUAL REVIEW AND TRIENNIAL UPDATE OF IMPACT FEES; CLARIFYING LANGUAGE RELATING TO ADMINISTRATIVE FEES AND BONDING OF CAPITAL IMPROVEMENTS; PROVIDING AN ADMINISTRATIVE PETITION PROCESS FOR DETERMINATIONS OF IMPACT FEES DUE, AFFORDABLE HOUSING DEFERRAL, REFUNDS AND CREDITS; CLARIFYING LANGUAGE RELATED TO CITY COMMISSION AND JUDICIAL REVIEW; CLARIFYING LANGUAGE RELATED TO IMPACT FEES AS ADDITIONAL AND SUPPLEMENTAL REQUIREMENT; PROVIDING FOR COLLECTION BY ALTERNATIVE METHODS; RETAINING PREVIOUS IMPACT FEE SCHEDULES AND SUBAREAS FOR IMPOSITION ON BUILDING PERMIT APPLICATIONS SUBMITTED PRIOR TO A SPECIFIED DATE; AND CONTAINING A REPEALER PROVISION, A SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami ("City") is experiencing increased growth and development which generates demands for additional public facility capacity and capital equipment to accommodate this additional demand; and

WHEREAS, impact fees are one mechanism the City may use to help shift the cost of providing additional capital facility capacity and capital equipment needed to accommodate the demands generated by new development; and

WHEREAS, the existing impact fees imposed within the City were adopted in 1988, and there is a vital need to update the impact fees to address increased costs of providing public facilities, increased demand for additional public facility capacity and changing public facility needs; and

WHEREAS, the City Commission has noticed, advertised, scheduled and held a public hearing in

- (1) Police impact fee benefit district which boundary is identical with the boundary of the city, as may be adjusted from time to time;
 - (2) Fire-rescue impact fee benefit district, which boundary is identical with the boundary of the city, as may be adjusted from time to time, with two subdistricts for collection, accounting and expenditures. Fire-Rescue Impact Fee North Subdistrict, defined by the Miami River and the boundary of the city lying northward of the Miami River and Fire-Rescue Impact Fee South Subdistrict, which boundary is defined by the Miami River and the boundary of the city, lying southward of the Miami River;
 - (3) General services impact fee benefit district which boundary is identical with the boundary of the city, as may be adjusted from time to time; and
 - (4) Parks and recreation impact fee benefit district which boundary is identical with the boundary of the city, as may be adjusted from time to time.
- (Ord. No. 12750, § 2, 12-15-05)

Sec. 13-8. Deferral of impact fees for affordable housing.

(a) In order to encourage the provision and retention of affordable housing for owner-occupancy and for rental, the city commission hereby establishes a program for the deferral of impact fees due on affordable housing dwelling units developed within the city. A resolution establishing the deferral program excluding definitions, criteria and additional requirements, as needed, shall be effective prior to submittal of any petitions for affordable housing impact fee deferral. The city may require, under the program resolution, annual reporting and any other requirements deemed necessary or appropriate for participation in the affordable housing impact fee deferral program. An applicant shall submit a petition for affordable housing deferral program determination under section 13-16 for a determination of eligibility under this program prior to or in conjunction with the submittal of an application for a building permit. If the petition for affordable housing deferral program determination is submitted incomplete and/or too close in time to allow determination prior to issuance of the building permit, then the total impact fees due shall be paid prior to issuance of the building permit, and a petition for refund under subsection 13-16(d) may be submitted if the development is approved for the deferral program.

(b) Affordable housing impact fee deferral shall apply only to the dwelling units that qualify as affordable housing. Impact fees due on all portions of the development that do not qualify for deferral shall be paid in full prior to issuance of a building permit. A covenant running with the land shall be recorded on each dwelling unit by the applicant, or by the current property owner if the applicant is not the owner, which confirms to the requirements of the resolution establishing the affordable housing impact fee deferral program. The city may use all available legal mechanisms for collection of the impact fees due. The covenant language and form shall be acceptable to the office of the city attorney, which office may provide standardized forms for use in the affordable housing deferral program. If a petition is approved, the property owner and the city shall execute an affordable housing impact fee deferral agreement, in a form acceptable to the office of the city attorney and as specified in the applicable resolution establishing the deferral program. The city manager is authorized to execute such agreements on behalf of the city.

(Ord. No. 12750, § 2, 12-15-05)

Sec. 13-9. Police impact fee schedule.

TABLE INSET:

Land Use	ITE Code	Police Impact Fee
<i>Residential (per dwelling unit)</i>		
Single-family detached	210	\$164.00
Low rise*	230	144.00
High rise**	220	95.00
<i>Nonresidential (per sq. ft. gfa)</i>		
Light industrial	110	0.107
Manufacturing	140	0.059
Warehousing	150	0.076

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Exhibit F

Miami-Dade Wagner Square CWHIP Partnership

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

F

§ 917

MIAMI, FLORIDA

917.4. Class II Special Permits required for substantial modification of existing facilities including ten (10) or more spaces.

Where it is proposed to make substantial modification of existing facilities including ten (10) or more spaces, required or otherwise, a Class II Special Permit shall be required subject to the applicable criteria in Section 1305. ("Substantial modification" shall be construed for purposes of this regulation as including changes in number, location, dimensions, or arrangement of spaces or aisles, entrances or exits, or character, type, or amount of landscaping).

917.5. Parking requirements for housing for the elderly, by Class II Special Permit; limitations.

Offstreet parking space requirements in connection with housing for the elderly conforming to the requirements of state and/or federal programs for housing for the elderly may be allowed by Class II Special Permit only in an amount not to be less than one (1) parking space per every two (2) dwelling units. The remaining one-half ($\frac{1}{2}$) of land area which would otherwise be used for parking shall be set aside and maintained as open space or utilized for recreational purposes. In addition to the applicable criteria listed in Section 1305 the following criteria shall apply:

- (a) Applicant shall submit written certification from the corresponding state or federal agency in charge of the program.
- (b) Such offstreet parking shall be permitted upon a finding that, in view of location of such housing, the economic status of anticipated occupants, and other pertinent considerations as specified in the permit, there will be adequate offstreet parking of occupants, visitors, and employees.
- (c) After such permit shall have been issued, the premises shall not be used other than as housing for the elderly, subject to the exceptions and limitations set forth in (a) above, unless and until any parking requirements and all other requirements or limitations of this zoning ordinance for the district involved and applying to the new use shall have been met.

Housing for the elderly, in relation to this regulation, is not to be construed as homes or institutions for the aged which are primarily convalescent or nursing homes.

917.6. Reduction in parking requirements for housing for low income families and individuals.

Reduction of generally applicable offstreet parking requirements in connection with housing for low income families and individuals may be allowed by Special Exception only to an amount not less than one-half ($\frac{1}{2}$) of the spaces generally required. The remaining one-half ($\frac{1}{2}$) of land area which would otherwise be used for parking shall be set aside and maintained as open space or utilized for recreational purposes. The following criteria requirements and limitations shall apply:

- (a) The project shall otherwise conform to the requirements of state and/or federal programs for this purpose.
- (b) The zoning board, in its consideration of the application for Special Exception, shall determine and make a finding that the reduction in offstreet parking requirements is

justified in view of the nature and type of prospective occupancy, the economic circumstances involved, and that traffic and parking problems resulting from such reduction will not unduly burden traffic facilities in the neighborhood.

- (c) The zoning board shall, as part of its grant of Special Exception, specify that the city, upon notice and hearing as for Special Exception, may later require that the one-half ($\frac{1}{2}$) of land area set aside be converted and devoted to offstreet parking, if it is demonstrated that traffic and parking conditions together with impact on the neighborhood require such conversion.
- (d) After such permit shall have been issued, the premises shall not be used other than as low income housing, subject to the exceptions and limitations set forth in (a) above, unless and until any parking requirements and all other requirements or limitations of this zoning ordinance for the district involved and applying to the new use shall have been met.

917.7. Reduction in parking requirements.

917.7.1. Reduction in parking requirements for combinations of commercial and office uses on the same premises.

Where commercial and office uses are combined and proposed parking facilities are so located and designed as to serve both uses conveniently and with reasonable security, the combined parking requirements may be reduced to ninety (90) percent of the total required spaces.

917.7.2. Reduction in parking requirements for multifamily residential development when located in Community Revitalization Districts (CRD). NOZ.

Reductions in parking requirements for multifamily residential development may be approved, pursuant to a Special Exception Permit, when such development is located within a CRD as determined by the planning and zoning department.

Such reductions by Special Exception Permit shall not fall below the following minimum requirements and such developments shall not be eligible for variances in conjunction with this reduction:

1. One (1) bedroom and studio units (with or without dens or other such similar spaces): one (1) parking space per unit;
2. Two (2) bedroom units: one (1) parking space per unit;
3. Three (3) or more, bedroom units: two (2) parking spaces per unit.

917.8. Deferral of portions of total required parking improvements, by Special Exception for initial period, control of extensions.

By Special Exception, the Zoning Board may allow deferral of provision of parking spaces, construction, surfacing, drainage, marking, and other improvements incidental to preparation for actual use of portions of required parking subject to the criteria below and the applicable criteria listed in Section 1305 and, upon findings that such portions are not reasonably likely to be required because of the type of occupancy of the premises, the character of the

917.3.1. Except as specified below for specific designated Community Redevelopment Areas, location, design, construction, surfacing, drainage, lighting, landscaping, screening, and maintenance of offstreet parking facilities and access thereto, whether or not such parking facilities are required by this ordinance, shall be in accordance with "The City of Miami Offstreet Parking Guides and Standards."

917.3.2. Effective January 31, 2003, within the designated Community Redevelopment Areas of Southeast Overtown Park West and Omni, and as specifically required within CBD Zoning District, the SD-5, SD-6, SD-7 and SD-20 Special Zoning Districts, surface parking lots, whether required by code, permitted as interim parking, or as principal or accessory uses, shall require a Class II Special Permit. The following Offstreet parking guides and standards shall apply in addition to the "The City of Miami Offstreet Parking Guides and Standards":

1. The use of chain link fences shall be prohibited on surface parking lots, whether for parking spaces which are required by code, or for parking lots as principal or accessory uses.
2. Perimeter fencing shall be required to be decorative wrought iron or aluminum picket; or other decorative fencing, subject to the review and approval of the Director of the Department of Planning and Zoning.
3. Subject to color approval by the Director of the Department of Planning and Zoning, decorative fences may be painted.
- ④ The minimum landscape requirements shall be increased from those specified in "The City of Miami Offstreet Parking Guides and Standards" to require a minimum five-foot landscape perimeter along all street edges of surface parking lots, and shade trees within the required landscape islands of a minimum of fourteen (14) feet in height.
5. All surface parking lots shall comply with lighting, paving and drainage requirements as set forth in applicable regulations.
- ⑥ Where a surface parking lot is permissible, and located along a "Primary Pedestrian Pathway", the following standards shall also apply:
 - a. The edge of the surface parking lot, which abuts the "Primary Pedestrian Pathway", shall be setback a minimum of fifteen (15) feet;
 - b. The additional setback area shall be designed as an urban plaza for the entire length of the frontage along the "Primary Pedestrian Pathway"; and
 - c. There shall be no vehicular ingress or egress along the "Primary Pedestrian Pathway" edge, unless there is no other street frontage from which vehicles may enter or exit the lot.

Waiver of these guides and standards shall be permissible pursuant to a Class II Special Permit as set forth in Articles 13 and 15 of this ordinance, and only upon a finding by the Director of the Department of Planning and Zoning that such a waiver is necessary to avoid a variance or to achieve a specific urban design objective within the special district involved.

Exhibit G

Miami-Dade Wagner Square CWHIP Partnership

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

G

City of Miami



PEDRO G. HERNANDEZ, P.E.
City Manager

December 14, 2006

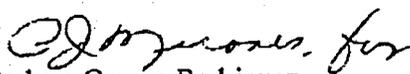
Mr. Albert Milo
Wagner Square, LLC
1801 SW 3rd Avenue Suite #500
Miami, Florida 33129

Dear Mr. Milo:

This correspondence serves to confirm that on October 24, 2003, the City's Housing and Commercial Loan Committee (HCLC) approved \$750,000 in Home Investment Partnerships (HOME) Program funds to Wagner Square, LLC. Further, on January 8, 2004, the HCLC approved an additional \$450,000 in HOME funds, totaling \$1,200,000 in HOME funds awarded to Wagner Square, LLC in connection with the Wagner Square project. All loan terms and conditions approved on the aforementioned dates remain in effect.

Should you require additional information regarding this matter, please do not hesitate to contact Ms. Annette Bolanos, Contracts Manager, at 305-416-2084.

Sincerely,


Barbara Gomez-Rodriguez
Director.

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City of Miami

BARBARA GOMEZ-RODRIGUEZ
Director



JOE ARRIOLA
City Manager

October 27, 2003

Alberto Milo
Wagner Square, LLC
1801 SW 3rd Avenue
Miami, Florida 33129

Re: Housing and Commercial Loan Committee
Wagner Square Condominium Phase I project

Dear Mr. Milo:

On October 24, 2003, the City of Miami Housing and Commercial Loan Committee approved \$750,000 in Home Investment Partnerships (HOME) Program funds to Wagner Square, LLC. for the development of the Wagner Square Condominiums Phase I affordable housing project under Project Category I, New Construction Homeownership. The project is to be located at 1700 NW 14th Avenue (Civic Center Site). The following funding terms will apply:

Reimbursements: Costs incurred during the period beginning with the Loan Committee approval date through thirty (30) days after the issuance of the final Certificate of Occupancy are eligible for reimbursement, if they meet all regulatory and contractual requirements and are properly documented.

Sale of all City HOME-assisted Units: The sales must occur within twelve (12) months of the issuance of the final Certificate of Occupancy, but no later than the Effective Date plus thirty (30) months. Marketing of the units must state that pre-approval of homebuyers by the City is required and must include the Homebuyer Second Mortgage language stated below.

City Homebuyer Second Mortgage: Funding will be in the form of a 0% interest deferred loan which will become due and payable in full at resale or in the event that the property is leased or rented during the fifteen (15) year affordability period. The homebuyer will be required to repay according to these terms unless the home is sold at an affordable price to a low-income homebuyer that has been pre-approved by the City. In the event that the homebuyer seeks to refinance the home prior to the termination of the loan, the City will determine what portion of the loan must be repaid.

Construction Start: August 2004, as represented in the proposal, but no later than six (6) months from the Effective Date of the Loan Agreement, which is the date the City Clerk attests to the City Manager's execution of the Loan Agreement. Land may not be acquired nor construction begun on this project until you have received a written notice from the City that an environmental clearance has been issued.

Construction Completion: Effective Date plus eighteen (18) months.

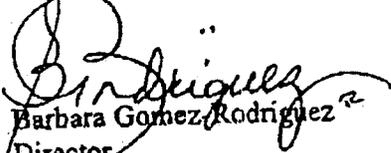
Loan Repayment: If the forgiveness of indebtedness applies, the amount will be pro-rated based on sale price buy down and soft second mortgage for each HOME assisted unit which will be determined upon receipt of the final project financing including sale price of units and project development costs.

Interest Rate: 6% simple interest on the outstanding balance.

Execution of Agreements: All documents must be fully executed within sixty (60) days from the date the first draft is delivered for project sponsor review and comment.

If you have any questions or require additional information regarding this matter, please do not hesitate to contact Ms. Annette Bolanos, Contract Compliance Analyst, at (305) 416-2084 or Ms. Lydia Beltran, Housing Program Manager, at (305) 416-2098.

Sincerely,


Barbara Gomez Rodriguez
Director

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: Members of the Housing and Commercial Loan Committee DATE: January 8, 2004 FILE:

FROM: Barbara Gomez-Rodriguez, Director, Department of Community Development SUBJECT: Wagner Square LLC REFERENCES:

ENCLOSURES:

BACKGROUND:

The City Commission approved Resolution No. 02-782 on July 9, 2002 authorizing a joint application with Wagner Square LLC to be submitted for \$1,000,000 in Brownfield Economic Development Initiative (BEDI) Program funding along with the required Section 108 Loan Guarantee Assistance funding associated with the BEDI funding. In November 2002, Wagner Square LLC was notified by the U.S. Department of Housing and Urban Development (HUD) that the \$1,000,000 joint application under the Brownfield Economic Development Initiative (BEDI) Program would be funded.

The project will consist of a 198 mixed-income homeownership condominium project with a commercial component on approximately 3.34 acres located between NW 17th Streets and NW 18th Streets and NW 14th and NW 15th Avenues, commonly referred to as the Civic Center Site. The project is being planned to (1) remediate a significant public health risk, (2) assure that the site does not add to neighborhood blight or crime (3) create additional sale and occupancy of housing units and commercial space (4) create jobs; and (5) increase ad valorem City taxes.

In order to further address the Section 108 Loan Guarantee funding requirements, the application was subject to the City approval for borrowing \$4,000,000 from the Section 108 Loan Program through its Community Development Block Grant (CDBG) Program. The subject funds were approved by the Housing and Commercial Loan Committee on February 18, 2003 to be used in conjunction with the BEDI grant for remediation of the site along with soft costs related to the commercial component. The details related to this loan are in the Staff recommendation memo (attached). The Section 108 Loan Guarantee joint application was submitted shortly thereafter and was approved by HUD on September 26, 2003.

3
On October 24, 2004, the Housing and Commercial Loan Committee approved a total of \$750,000 in Home Investment Partnerships (HOME) funding through the 2003-04 HOME and CDBG Request for Proposals (RFP) for Phase I of the Wagner Square project (99 residential units). The Housing and Commercial Loan Committee evaluation document and recommendation is attached.

#

101

BORROWER'S REQUEST:

Wagner Square LLC is requesting that an additional \$450,000 in HOME funding be approved in order to fulfill the affordable housing clause in the Purchase and Sale Agreement (dated May 28, 2003) between the City and Wagner Square LLC which states that as a condition to the closing, Wagner Square LLC would seek "additional governmental grants other economic incentives (HOME funds) in the amount of at least \$1,200,000." The affordable housing clause (attached) is an inducement to Seller (city) to sell the property in order to provide affordable housing through the project's first phase (99 units) inclusive of eleven (11) homebuyer units at 80% of the area median. The closing is scheduled for March 30, 2004. The project is progressing as planned with the environmental clearance being finalized with the Department of Environmental Resource Management (DERM) and anticipated for clearance by March 2004.

Departmental Recommendation:

Based on the overall support for the project, Staff recommends the approval of \$450,000 in additional funds to complete the \$1,200,000 in HOME funding with the following conditions:

1. The Loan terms associated with the October 24, 2003 will apply;
2. A total of eleven 3-bedroom, 2-bathroom units will be available to homebuyers at 80% of the area median income;
3. Submission of evidence to assess the High Cost Percentage (HCP) or maximum subsidy limit of up to \$109,090 per unit to be approved as required since the subsidy exceeds the basic subsidy limit of \$79,793 for a 3-bedroom unit.

Housing and Commercial Loan Committee Decision:

Approved as Recommended by Staff Yes No N/A

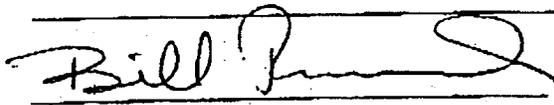
To Include Additional Conditions or Restrictions Yes No N/A

Disapproved Yes No N/A

To Include Further Action Yes No N/A

Specify any further action, conditions or restrictions:

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>



 Chairperson or Representative

Stamp Date:

HOUSING LOAN COMMITTEE
JAN 16 2004
APPROVED

Exhibit H

Miami-Dade Wagner Square CWHIP Partnership

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program



H

Office of the County Manager
111 NW 1st Street • Suite 2910
Miami, Florida 33128-1994
T 305-375-5311 F 305-375-1262

December 14, 2006

miamidade.gov

Mr. Albert Milo
1801 S.W. 3 Avenue, Suite 500
Miami, FL 33129

RE: Wagner Square Condominium Phase I

Dear Mr. Milo:

On December 16, 2003, under resolution R-1448-03, the Board of Commissioners awarded \$1,000,000 of Documentary Surtax funds to Wagner Square I, LLC, for the Wagner Square Condominium Phase I development. The development is located at 1700 NW 14th Avenue and is comprised of 99 one and two-bedroom condominium units. Fourteen (14) of these homeownership units are set aside for very-low, low, and moderate income families.

This project is a redevelopment of a Brownsfield acquired from the City of Miami, which requires multiple funding sources including a BEDI Grant and a Section 108 loan from US Department of Housing and Urban Development (US HUD). The County's Department of Environmental Resources Management raised concerns, but it is my understanding that these issues have since been cleared.

Because of the time required to ensure funding and clear environmental issues, delays occurred and the development was not able to meet his original contract deadlines. The county is in the process of amending the contract which will extend the completion date through April 30, 2008. Therefore, this commitment will not expire prior to March 31, 2007.

As a final note, on September 21, 2005, the funding source for the project was changed from Surtax 2004 funding to SHIP 2005 funds. Since this is an open commitment, the final terms and conditions of the loan have not been finalized. However, the advertised funding document requires the interest terms to be as follows:

The rates charged and terms of the loans will be up-to 7 percent. Final determination of the rate and term will be made by MDHA staff. Loans made to non-profit developers will be for a period of 24 months. Loans made to for-profit developers will be for a period of 18 months. During the period of construction, all developers are required to pay interest only.

If you need additional information as to the status of the County's commitment to this project, please contact Graciela Cespedes, Deputy Director, Finance Department.

Sincerely,

Cynthia W. Curry
Senior Advisor to the County Manager

- c: George Burgess, Miami Dade County Manager
- Kris Warren, Director, Miami Dade Housing Agency
- Graciela Cespedes, Deputy Director, Finance Department
- Daniel Wall, Grants Coordinator, Office of Strategic Business Management

- ADA Coordination
- Agenda Coordination
- Animal Services
- Art in Public Places
- Audit and Management Services
- Aviation
- Building
- Building Code Compliance
- Business Development
- Capital Improvements
- Citizens' Independent Transportation Trust
- Commission on Ethics and Public Trust
- Communications
- Community Action Agency
- Community & Economic Development
- Community Relations
- Consumer Services
- Corrections & Rehabilitation
- Cultural Affairs
- Elections
- Emergency Management
- Employee Relations
- Empowerment Trust
- Enterprise Technology Services
- Environmental Resources Management
- Fair Employment Practices
- Finance
- Fire Rescue
- General Services Administration
- Historic Preservation
- Homeless Trust
- Housing Agency
- Housing Finance Authority
- Human Services
- Independent Review Panel
- International Trade Consortium
- Juvenile Services
- Medical Examiner
- Metro-Miami Action Plan
- Metropolitan Planning Organization
- Park and Recreation
- Planning and Zoning
- Police
- Procurement Management
- Property Appraisal
- Public Library System
- Public Works
- Safe Neighborhood Parks
- Seaport
- Solid Waste Management
- Strategic Business Management
- Team Metro
- Transit
- Task Force on Urban Economic Revitalization
- Vizcaya Museum And Gardens
- Water & Sewer

Exhibit I

Miami-Dade Wagner Square CWHIP Partnership

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

Return to:
I. Barry Blaxberg, Esq.
Blaxberg, Grayson, Kukoff & Segal, P.A.
25 S.E. Second Avenue, Suite 730
Miami, Florida 33131

This Instrument Prepared By:
I. Barry Blaxberg, Esq.
Blaxberg, Grayson, Kukoff & Segal, P.A.
25 S.E. Second Avenue, Suite 730
Miami, Florida 33131

PARCEL IDENTIFICATION NO(S): _____

WARRANTY DEED

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, and all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the context may permit or require)

THIS WARRANTY DEED made and executed this 13th day of December 2006, by **WAGNER SQUARE, LLC, a Florida limited liability company**, hereinafter called the grantor, to **WAGNER SQUARE I, LLC, a Florida limited liability company**, whose post office address is 1175 NE 125 Street, Suite 103, Miami, Florida 33161, hereinafter called the grantee:

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in **Miami-Dade County, Florida:**

See Exhibit "A" attached hereto.

SUBJECT TO:

Covenants, restrictions, and easements of record and real property taxes for the Year 2006 and subsequent years.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WAGNER SQUARE, LLC
a Florida limited liability company
By: KMT Enterprises, LLC, a Florida limited liability company,
Manager

Leuis Morera
Print Name: Leuis Morera

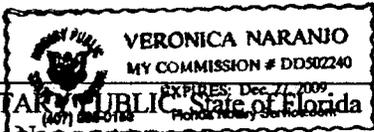
Alberto Milo, Jr.
By: Alberto Milo, Jr.
Title: Managing Member
Address: 1175 NE 125 Street, #103
Miami, FL 33161

Leuis Alvarez
Print Name: Leuis Alvarez

STATE OF FLORIDA)
 : SS
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, appeared Alberto Milo, Jr., as Managing Member of KMT Enterprises, LLC, the Manager of WAGNER SQUARE, LLC, who is personally known to me or who has produced _____ as identification, and acknowledged that he executed the foregoing instrument for the purposes expressed therein and with full corporate authority.

WITNESS my hand and seal in the State and County aforesaid, this 13th day of December, 2006.


VERONICA NARANJO
MY COMMISSION # DD502240
EXPIRES: Dec 21, 2009
NOTARY PUBLIC, State of Florida
Print Name: Veronica Naranjo
My Commission Expires: 12/21/09

IBB/hardy/33408

PARCEL 1

A portion of land located in the N.W. ¼ of Section 35, Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida, more particularly described as follows:

Begin at the Southwest corner of Tract "A", WAGNER SQUARE, according to the plat thereof, as recorded in Plat Book 162, Page 66, of the Public Records of Miami-Dade County, Florida; thence N.00°15'48" W along and on the West line of said Tract "A", said line also being the East Right of Way line of N.W. 15th Avenue, a distance of 133.83 feet; thence S 89°57'46" E along a line 29.5' South and parallel to the North line of said Tract "A" a distance of 269.35 feet to a point; thence S 00°02'14" W a distance of 130.85 feet to a point; thence N 89°35'50" W a distance of 3.32 feet; thence S 00°02'14" W a distance of 15.00 feet; thence N 89°35'50" W a distance of 15.00 feet to the West line of said Tract "A"; thence N 00°10'33" W along and on the West line of said Tract "A" a distance of 10.00 feet to a point said point being one of the corners of said Tract "A"; thence N 89°59'04" W a distance of 250.13 feet to the Point of Beginning, said lands containing 36,184 sq. ft. more or less.

SKETCH OF DESCRIPTION

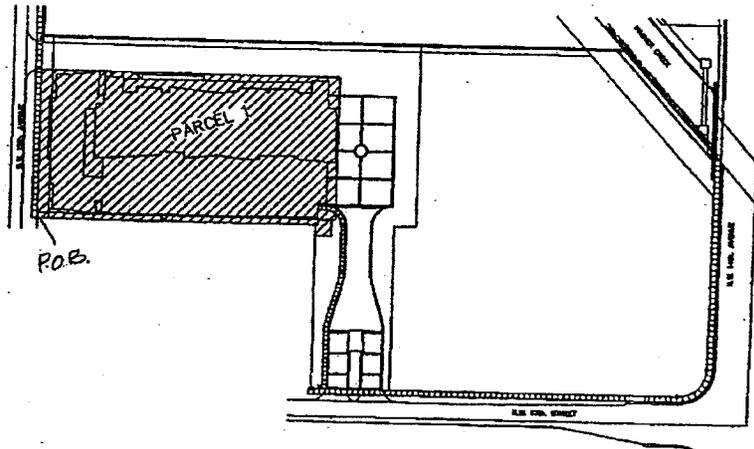


Exhibit J

Miami-Dade Wagner Square CWHIP Partnership

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program



J

CFN 2005R0279493
DR Bk 23191 Pgs 1504 - 1505; (2pgs)
RECORDED 03/22/2005 14:31:51
DEED DDC TAX 9,714.00
SURTAX 7,285.50
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY

CITY OF MIAMI CITY ATTORNEY'S OFFICE
MIAMI RIVERSIDE CENTER SUITE 945
444 S.W. 2ND AVENUE
MIAMI, FLORIDA 33130-1910

Tax Folio Nos. 01-3135-059-0020
01-3135-005-1170
01-3135-005-1490

Space Above This Line For Recording Data

CITY DEED

THIS DEED made as of the 10th day of March, 2005, between the CITY OF MIAMI, a municipal corporation of the State of Florida, of 444 S.W. 2nd Avenue, Miami, Florida 33130 (the "City") and Wagner Square, LLC, a Florida limited liability company with offices at 301 SW 17 Road, 2nd Floor, Miami, Florida 33129 (the "Grantee").

WITNESS: That the City, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the Grantee, receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its heirs and its assigns, subject to the right of reentry set forward below, the land lying and being in Dade County, Florida and legally described as follows:

All of WAGNER SQUARE, according to the Plat thereof, as recorded in Plat Book 162, Page 66, of the Public Records of Miami-Dade County, Florida (the "Property").

This Deed conveys only the interests of the City in the Property described herein, and shall not warrant title thereto:

This Deed is made and executed upon, and is subject to, the following conditions, restrictions and covenants, which are part of the consideration for the Property are taken and construed as running with the land:

1. Declaration of Restrictions and Reverter dated of even date and recorded simultaneously herewith, copy of which is attached hereto as Exhibit "A", and
2. Declaration of Restrictions dated of even date and recorded simultaneously herewith, copy of which is attached hereto as Exhibit "B".

The restrictions, conditions and covenants set forth in the above described instruments (the "Restrictions") shall be deemed covenants running with the land and shall be binding to the fullest extent permitted by law and equity, and enforceable to the benefit and in favor of, the Grantor.



The Grantor shall have the right to exercise all the rights and remedies; and to maintain any and all actions or suits at law or in equity, as it deems appropriate to enforce the foregoing restrictions, conditions and covenants, or to cure any breach thereof.

IN WITNESS WHEREOF, the Grantor has caused this City Deed to be executed this ___ day of March, 2005.



CITY OF MIAMI, A MUNICIPAL CORPORATION
OF THE STATE OF FLORIDA

[Signature]

JOE ARRIOLA,
CITY MANAGER

APPROVED AS TO FORM AND
CORRECTNESS:

[Signature]

JORGE L. FERNANDEZ,
CITY ATTORNEY

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 11 day of March, 2005 by Joe Arriola as City Manager of CITY OF MIAMI, a municipal corporation of the State of Florida, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.



[Signature]

Printed Name: Ofelia E. Perez
Notary Public

My Commission Expires:

The foregoing conveyance was approved pursuant to Resolution No. 03-200 of the City Commission of the City of Miami, Miami-Dade County, Florida, passed and adopted on February 27, 2003.

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 23 day of
March, A.D. 2005
WITNESS my hand and Official Seal.
HARVEY RIVLIN, CLERK of Circuit and County Courts
By *[Signature]* D.C.



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Exhibit K

Miami-Dade Wagner Square CWHIP Partnership

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program



FannieMae

K

1111 Brickell Avenue
Suite 2125
Miami, FL 33131
305 603 2300
305 603 2310 (fax)

December 13, 2006

Mr. Alberto Milo
1801 SW 3rd Avenue, Suite 500
Miami, FL 33129

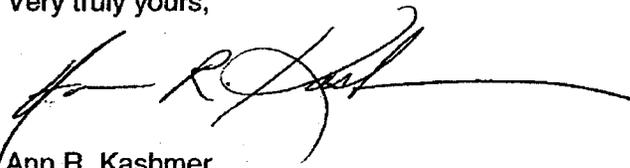
Re: CWIP Request for Proposals – Wagner Square Condominium, Phase I

Dear Mr. Milo:

The South Florida Community Business Center of Fannie Mae is pleased to provide this letter supporting the Wagner Square I, LLC's C- WHIP Application, proposing workforce ownership housing, in the Civic Center/Health District area of Miami. We applaud the plan to create this critical housing for the healthcare workers in the Civic Center.

Fannie Mae has a wide range of financing products to help low-moderate income families become homeowners, to provide capital to create new low-moderate income rental units and to provide investment capital for housing related projects. While this letter does not constitute a financial commitment, our office would be pleased to work with you to evaluate a possible role for Fannie Mae through our financing products and services.

Very truly yours,



Ann R. Kashmer
Director

Exhibit L

Miami-Dade Wagner Square CWHIP Partnership

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

L
City of Miami



PEDRO C. HERNANDEZ, P.E.
City Manager

December 14, 2006

Mr. George Burgess
County Manager
Miami Dade County
111 NW 1st Street, 29th floor
Miami, FL 33128

RE: Wagner Square, LLC
Wagner Square (Former Civic Center Site)
1700 NW 14th Avenue, Miami, FL
Folio No. 31350870010
Plan/Permit Application #5019428

Dear Mr. Burgess:

Please be advised that the above referenced property, per the City of Miami's Zoning Ordinance and Comprehensive Plan, had the following characteristics at the time of submittal to the Planning Department:

- **Zoning:** C1-Restricted Commercial
- **Affordable Housing Trust Fund:** No
- **Permit:** Exempt (Joint project with City of Miami)
- **Description:** Mixed Use – Residential & Retail (Affordable Housing)
- **Neighborhood Enhancement Team Area:** Allapattah
- **Atlas Page:** 24
- **City Commission District:** 1

The site is within the Enterprise Zone boundaries entitling it to the Zone's related programs.

The property is also in the City's Designated Brownfield Area and has executed a Brownfield Site Rehabilitation Agreement (#BF 139801003) with the Department of Environment Resource Management (DERM) providing eligibility for federal, state and local Brownfield incentives. City Brownfield incentives include expedited permitting and the waiver of various impact and building fees.

Remediation activities at the site were concluded on July 19, 2005 by WRS Infrastructure and Environmental. The property received a No Further Action letter on October 7, 2005 from DERM confirming all contaminated soil were removed from the site and no additional remediation was required.

Please contact me if you have any questions or need further clarification.

Sincerely,

A handwritten signature in black ink, appearing to be 'GH' or similar initials, written over a circular stamp or mark.

Glendon Hall
Assistant Director
Department of Economic Development

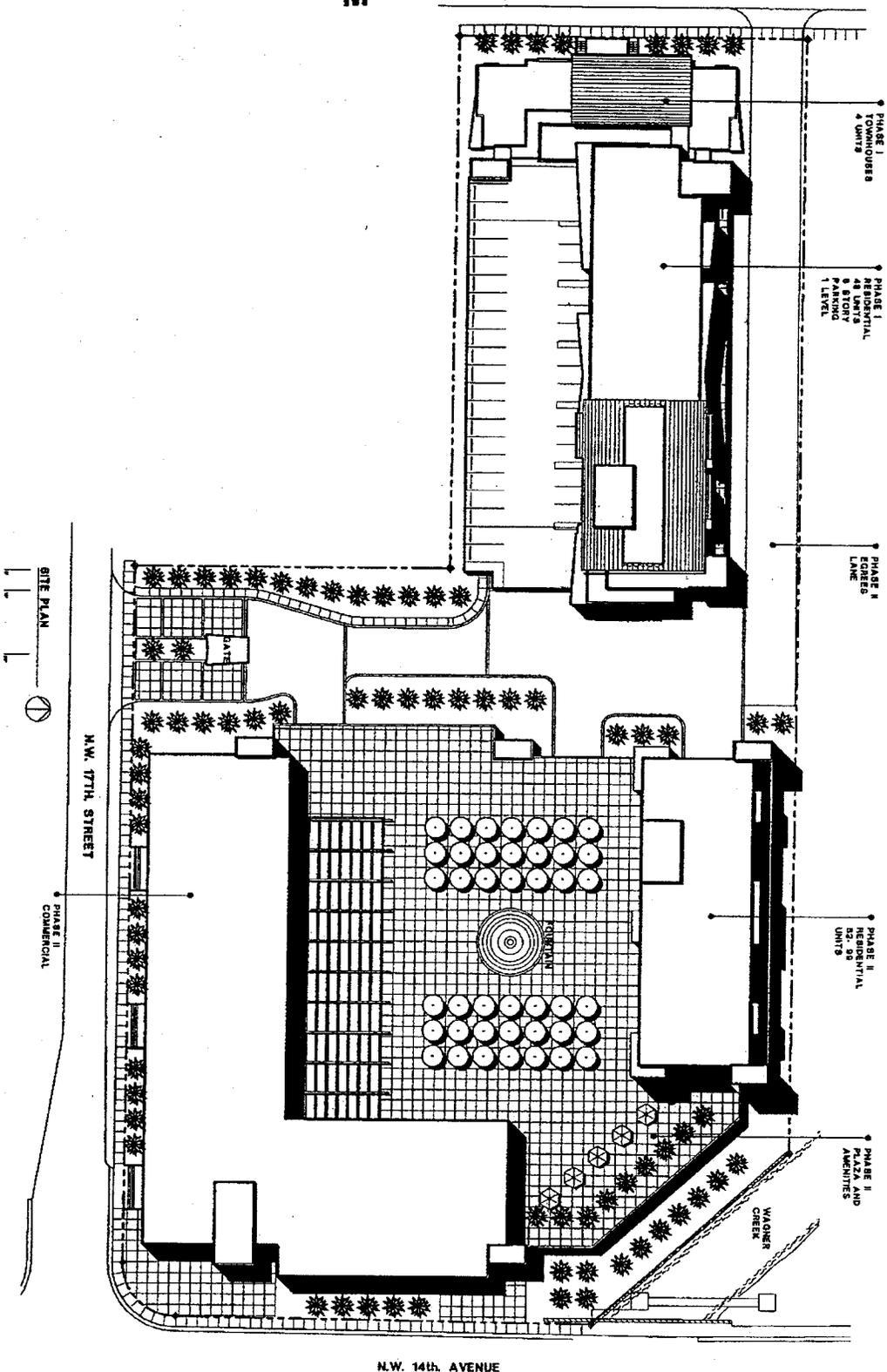
Exhibit M

Miami-Dade Wagner Square CWHIP Partnership

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

M

N.W. 15th AVENUE



N.W. 14th AVENUE

SITE PLAN

N.W. 17TH STREET

PHASE II COMMERCIAL

PHASE I TOWNHOUSES 4 UNITS

PHASE I RESIDENTIAL 28 UNITS 1 LEVEL

PHASE I EGRESS LANE

PHASE II RESIDENTIAL UNITS 23, 50

PHASE I AND II AMENITIES

WAGNER CREEK

SHEET
A-1
of
1

DATE	
DESIGNED BY	
DRAWN BY	
CHECKED BY	
DATE	

WAGNER SQUARE
 CONCEPTUAL PHASE I
 1000 N.W. 15th AVENUE, MIAMI, FLORIDA 33136
WAGNER SQUARE I, LLC
 DEVELOPER

CONCEPTUAL
SITE PLAN

MANUELL ENGINEERING & ARCHITECTS, P.A.
 2134 CORAL WAY MIAMI, FLORIDA 33146
 (305) 440-8324 Lic. No. AA-P0062899

SANTOS / RAIMUNDEZ
 Architects P.A.
 2134 CORAL WAY MIAMI, FLORIDA 33146
 (305) 440-8324 Lic. No. AA-P0062899

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Exhibit N

Miami-Dade Wagner Square CWHIP Partnership

Florida Housing Finance Corporation
Community Workforce Housing Innovation Pilot Program

PROXIMITY OF WAGNER SQUARE PROJECT
TO MAJOR EMPLOYMENT GENERATORS

