

MEMORANDUM

Agenda Item No. 14(A)(13)

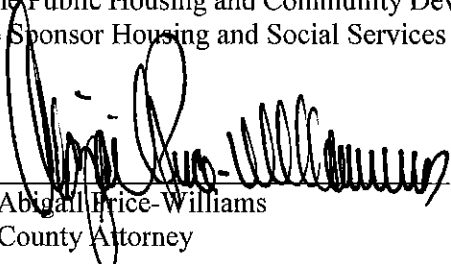
TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: July 24, 2018

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the Fiscal Year (FY) 2018 Action Plan, which includes the FY 2018 funding recommendations for \$12,757,975.00 of Community Development Block Grant (CDBG) funds, \$4,844,547.00 of Home Investment Partnerships (HOME) funds, and \$1,040,107.00 of Emergency Solutions Grant (ESG) funds; authorizing the County Mayor to file the FY 2018 Action Plan with the United States Department of Housing and Urban Development (HUD); approving Substantial Amendments to the extended FY 2013-2017 Consolidated Plan and FY 2014 through 2017 Action Plans for the recapture and reallocation of \$2,016,227.69 of CDBG funding; approving a modification of the previously approved Voluntary Grant Reduction (VGR) of CDBG funds, including VGR for FY 2018 of \$1,947,751.39; waiving Resolution No. R-596-12 requiring that any allocation to parks, public works or other infrastructure projects go to Neighborhood Revitalization Strategy Areas (NRSAS) and that CDBG funds compose no more than 50 percent of the total project costs; approving a third contract extension until March 31, 2019 for the Miami-Dade Parks, Recreation and Open Spaces Partners for Youth Park Project and a future extension; and authorizing the County Mayor to execute all agreements and conditional loan commitments necessary to accomplish the purposes set forth in this resolution and to exercise the termination, waiver, acceleration, and other provisions set forth therein

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Housing and Social Services Committee.


Abigail Price-Williams
County Attorney

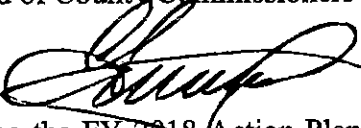
APW/smm

Memorandum



Date: July 24, 2018

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution approving the FY 2018 Action Plan with Funding Recommendations for Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Program Funds; Substantial Amendments to the FY 2013-2017 Consolidated Plan and FY 2014 through FY 2017 Action Plans for the Recapture and Reallocation of CDBG Program Funds; and a Contract Extension for Miami-Dade Parks, Recreation and Open Spaces' Partners for Youth Park

RECOMMENDATIONS

It is recommended that the Board of County Commissioners (Board):

1. Approve the FY 2018 Action Plan and the submission of the FY 2018 Action Plan to the United States Department of Housing and Urban Development (HUD), which includes the FY 2018 funding recommendations, as identified in Exhibit 1, for \$12,757,975.00 of Community Development Block Grant (CDBG) Program, \$4,844,547.00 of HOME Investment Partnerships (HOME) Program, and \$1,040,107.00 of Emergency Solutions Grant (ESG) Program funds. The FY 2018 Action Plan includes FY 2018 Commission District Fund (CDF) funding recommendations (13 percent of the total FY 2018 CDBG allocation) in the amount of \$108,102.24 for each Commission District, with a maximum of \$90,244.28 available for Public Service activities and the remaining \$17,857.96 available for public facilities/capital improvements (PFCI), housing, or economic development activities. The FY 2018 Action Plan must be submitted to HUD by August 16, 2018, pursuant to CPD Notice: CPD-18-01, issued January 24, 2018, which is Exhibit 2.
2. Waive Resolution No. R-596-12 requiring that any allocation to Parks, Public Works or other infrastructure projects go to NRSAs and that CDBG funds compose no more than 50 percent of the total project costs.
3. Approve Substantial Amendments to the FY 2013-2017 Consolidated Plan and FY 2014-2017 Action Plans in order to recapture and reallocate \$2,016,227.69 of CDBG funding which will be reallocated for the repayment of HUD's Section 108 Program loan obligation, for Miami Dade County's (County) Public Housing Modernization activities, and other activities as described more fully in Exhibits 3 and 4.
4. Approve a third contract extension until March 31, 2019 for Miami-Dade Parks, Recreation and Open Spaces (PROS) Partners for Youth Park, for the walkway and ballfield improvements located at 5536 NW 21 Avenue, Miami, Florida 33142, in District 3 represented by Vice Chairwoman Audrey M. Edmonson. The Board also authorizes the County Mayor or County's Mayor's designee to extend the contract for up to one additional year, if such extension is determined to be in the best interest of the County by the County Mayor or County's Mayor's designee, and is approved by the County Attorney's office for legal form and sufficiency.

5. Authorize for all funding awards and conditional loan commitments set forth herein, the County Mayor or County Mayor's designee to shift funding between phases of the same project (same property), between projects of related entities, and between unrelated entities, so long as the total shifted funds do not exceed the amount of the original funds awarded, subject to the Board's approval; to execute all conditional loan commitments, standard shell contracts, standard shell loan documents, amendments, and other agreements necessary to accomplish the purposes of this resolution; to subordinate and/or modify the terms of contracts, agreements, amendments, and loan documents for projects and activities approved herein, so long as such modifications (1) are approved by the County Attorney's Office for legal form and sufficiency, (2) are not substantially inconsistent with this resolution, and (3) are found by the County Mayor or County Mayor's designee to be in the best interest of the County; to execute other documents necessary to accomplish the purposes set forth in this resolution; and to exercise the termination, waiver, acceleration, and other provisions set forth in agreements executed in performance of this resolution.

SCOPE

The impact of this item is countywide in nature and includes all Commission districts. Exhibit 1 contains the proposed CDBG, HOME, and ESG funding recommendations for FY 2018 and the Commission districts to be served. Tables 1, 3, and 4 in this memo outline CDBG, HOME and ESG funding recommendations by category. This legislation also recaptures and reallocates CDBG funds and authorizes the extension of a CDBG contract for the PROS Partners for Youth Park project.

FISCAL IMPACT/FUNDING SOURCE

This item allocates \$12,757,975.00 of CDBG funds, \$4,844,547.00 of HOME funds, and \$1,040,107.00 of ESG funds, including CDBG funds to be set aside for a Voluntary Grant Reduction (VGR) proposed to HUD for FY 2018, as described more fully below in Tables 1 and 2, and administrative cost allowances which have not been deducted from Table 1, below. The allocations of these federal funds have no negative fiscal impact on the County's general revenue fund. If the County does not submit the FY 2018 Action Plan to the local HUD office by August 16, 2018, the FY 2018 allocation of CDBG, HOME, and ESG funds from HUD to Miami-Dade County will be lost.

TABLE 1: FY 2018 Funding Sources	
Federal Funds	
Community Development Block Grant	\$12,757,975.00
Home Investment Partnership (HOME)	\$ 4,844,547.00
Emergency Solutions Grant	\$1,040,107.00
Total All Sources	\$18,642,629.00

FY 2018 Annual Allocations and Voluntary Grant Reductions for CDBG

In Resolution No. R-579-15, the Board approved a VGR of the County's CDBG entitlement allocation of up to \$8,368,606.21, which was later reduced to \$5,843,254.16. At the time R-579-15 was passed, the VGR amount for CDBG was still pending. Since then, however, HUD has advised PHCD that the final VGR amount for CDBG is \$5,843,254.16. Official notice from HUD has not yet been received.

The VGR for CDBG is in lieu of repayment to HUD of funds for projects which failed to meet a federal national objective. In order to implement the CDBG Voluntary Grant Reduction, the County's FY 2018

funding recommendations for CDBG are reduced by \$1,947,751.39. It should be noted that HUD did not reduce the County's FY 2016 or 2017 CDBG grant amounts as proposed by the County and previously approved by the Board.

It is recommended that the Board approve VGR of the County's CDBG grant from HUD as follows, subject to approval by HUD. The table below depicts the year-by-year VGR proposed and their impact on the FY 2018 CDBG allocation.

TABLE 2: PROPOSED VOLUNTARY CDBG GRANT REDUCTIONS BY YEAR				
	FY 2018	FY 2019	FY 2020	TOTAL
CDBG	\$1,947,751.39	\$1,947,751.39	\$1,947,751.39	\$5,843,254.17

Section 108 Loan Program

The Board adopted Ordinance No. 99-94 which authorized the submission of an application to HUD for the Section 108 Loan Program. The \$40 million Section 108 Loan Program was used for the sole purpose of creating a revolving loan fund for small businesses located in the Targeted Urban Areas (TUAs). Pursuant to HUD requirements, the County pledged its future CDBG entitlement grant awards as collateral for the repayment of the Section 108 debt as noted in the County's contract with HUD in Section 5, attached hereto as Exhibit 5, and per Title 24, Subsection §570.705 of the Code of Federal Regulations.

As stated earlier, HUD has yet to approve or collect the County's FY 2016 or FY 2017 VGR. Thus, PHCD recommends that the FY 2016 CDBG funds set aside for the VGR in the amount of \$1,947,751.39 and a portion (\$28,133.81) of the FY 2017 VGR be used to pay the County's FY 2018 financial obligation of \$1,975,885.20 to HUD for the Section 108 Program loan, which is currently due and is reflected in Exhibits 3 and 4. The obligation was caused by projects that failed to produce the revenues needed to meet Section 108 loan payments.

Until February 2018, the County, through PHCD, was able to meet its Section 108 repayment obligations by utilizing the repayment proceeds from the borrowers and the \$7,160,000.00 the County received by selling the leasehold mortgage rights from a foreclosed property that was part of the Section 108 portfolio. However, the proceeds from the foreclosure have been fully utilized and the County has not received repayment funds from several delinquent borrowers. In addition, the current repayment amounts are not sufficient to cover the bi-annual interest and annual principal payments due to HUD for the Section 108 loan. Therefore, the County must utilize its own resources to meet its financial obligation to HUD. At this time, those resources are available through CDBG.

TRACK RECORD/MONITOR

Michael Liu, Director, Public Housing and Community Development (PHCD), will monitor all CDBG, HOME, and ESG activities. Through the review of quarterly progress reports and site visits, PHCD will monitor these projects to ensure compliance with federal guidelines and County policies.

BACKGROUND

On March 23, 2018, H.R. 1625 Legislative Vehicle for Consolidated Appropriations Act 2018 became Public Law No: 115-141 which appropriated funding for HUD. PHCD learned of the County's 2018

annual entitlement allocation through HUD's website on May 15, 2018. The May 15, 2018 date triggers, per HUD CPD Notice 18-01 (Exhibit 2), the requirement that the grantee submit its Action Plan within 60 days of receipt of the notification letter (by July 15, 2018). PHCD has requested an extension from HUD until August 16, 2018.

PHCD is the County's lead agency for coordination of the Consolidated Plan and adheres to the requirement that it make a single consolidated submission for the planning and application aspects of HUD's federal CDBG, HOME, and ESG programs. An annual Action Plan has to be created for each of the five calendar years covered by the FY 2013-2017 Consolidated Plan. In a letter dated March 2, 2018, attached as Exhibit 6, HUD approved the County's request to extend the Consolidated Plan to September 30, 2019 in an effort to synchronize the timing of the submission of the County's Consolidated Plan for CDBG, HOME and ESG funding with the submission of the County's Public Housing Authority's Plan.

The annual Action Plan describes federal resources available to fund priority activities. Activities funded with federal resources must achieve a national objective, serve intended beneficiaries, or achieve other federally mandated objectives. These measures are used by HUD to assess whether a funded activity has achieved the purpose for which the funding was provided. Additionally, the annual Action Plan lists the activities to be undertaken and identifies the geographic distribution of activities, homeless and special needs activities, and other actions taken to address the goals and objectives of the Consolidated Plan. The annual Action Plan is updated on an ongoing basis as funds are reprogrammed through recapture and reallocation processes throughout the program year. Finally, on an annual basis, PHCD must submit the Comprehensive Annual Performance Evaluation Report (CAPER) that documents program progress in meeting stated Action Plan and Consolidated Plan goals and objectives.

As a result of Hurricane Irma which occurred on September 10, 2017, HUD approved eleven waivers for this Action Plan for all affected jurisdictions. As a result of the 15 percent Public Service cap waiver, the County added a Public Service Disaster-Related funding category which increased the allowable Public Service cap from 15 percent to 18 percent. In addition, the County decided to waive its Community Housing Development Organization (CHDO) set-aside for HOME funds as all of the County's active certified CHDOs are currently managing multiple affordable construction projects, the majority of which have received favorable underwriting recommendations and do not need additional funding at this time.

As part of its strategy, the County will continue to prioritize projects and activities that demonstrate an immediate readiness to proceed. The County will also continue to prioritize agencies that have demonstrated the organizational capacity to complete their respective activities in a timely manner. Further, the County will continue to strengthen its internal systems for monitoring projects and activities to effectively and efficiently identify those activities that may be experiencing delays. In addition, the County continues to evaluate the progress of projects throughout the year and to reprogram funding, where necessary, to assure the timely expenditure of funds.

This FY 2018 Action Plan marks a renewed commitment of the County's efforts to utilize its annual federal awards in a manner that will result in significant and sustainable redevelopment efforts in low- to moderate-income communities. Under this Action Plan, strong consideration was also given to projects and activities that met Request for Application minimum threshold requirements and scored 70 points or more in their respective categories. In most cases, these projects and activities met an underserved need,

demonstrated a readiness to proceed, and are being implemented by seasoned, experienced agencies and developers with the capacity to achieve a national objective or other mandated requirement, adhere to federal reporting requirements, and successfully manage the completion of the activity.

The FY 2018 HOME funding is recommended for homeless and non-homeless Tenant-Based Rental Assistance (TBRA), rapid rehousing services, and operating activities. Following the Board's approval of the funding recommendations, the County Mayor or County Mayor's designee will issue a Conditional Loan Commitment of HOME funds for projects which involve construction or rehabilitation. This Conditional Loan Commitment requires numerous milestones to be met by the developer prior to the County executing a funding contract and expires within six months unless renewed by the County Mayor or County Mayor's Designee. The Conditional Loan Commitment template is attached to this resolution as Exhibit 7. For projects recommended for funding, final funding approval shall be conditioned upon a full feasibility and underwriting analysis, which will be completed prior to financial closing and the release of funds, along with other conditions set forth in the Conditional Loan Commitment.

Due Diligence Review and Minimum Threshold

The FY 2018 RFA specified that applications must meet certain threshold criteria, such as proposing an eligible activity that would meet a national objective to be considered for funding. Staff also conducted a due diligence search in accordance with Resolution No. R-630-13. The Due Diligence report is attached as Exhibit 8 which reflects those organizations that have been identified as having due diligence issues. Activities not recommended for funding as a result of due diligence and minimum threshold requirements are noted in the legend in Exhibit 1, the FY 2018 Action Plan, attached hereto. Please note that 72 applications were submitted for consideration. However, four applications were not forwarded for scoring because 1) the applicant submitted two applications for services that were not funded through this RFA process, and 2) two other applicants submitted applications with significant sections not included. Even though PHCD notified these two applicants of the missing sections and gave them an opportunity to "cure" the applications by submitting these sections, the applicants declined and/or were unable to provide the necessary information. Upon consultation with the County Attorney's Office, these four applications were removed from consideration.

CITIZEN PARTICIPATION REQUIREMENTS

On December 28, 2017, PHCD published the FY 2018 Housing and Non-Housing Request for Applications (RFAs) for CDBG, HOME, and ESG funding. The release of the draft RFA was advertised in four local newspapers, The Miami Herald, The Miami Times, Kiskeya Herald, and Diario de las Americas requesting comments from the public. Additionally, copies of the RFA were posted on the PHCD website, distributed to all Commissioner's Offices, and distributed at three geographically diverse regional Miami-Dade County public libraries. Prior to the application period, the draft document was released for public comments and questions, which resulted in a revised application and one addendum for each RFA during the public comment period.

Two technical assistance workshops were held in mid-January 2018 at the African Heritage Cultural Arts Center and the South Dade Government Center. These technical assistance workshop's goals were to provide the local community guidance on the RFA process and give the local community an opportunity to provide feedback to PHCD on various needs in specific geographical areas of the County.

Regulations governing the CDBG, HOME, and ESG programs require that the FY 2018 Action Plan be made available for public comment for a period of at least 30 days prior to the final decision on funding allocations by the Board. A public hearing to provide an opportunity for public comments on the FY 2018 Action Plan and Substantial Amendments to the extended FY 2013-2017 Consolidated Plan is scheduled for July 17, 2018 at the Housing and Social Services Committee meeting. The County will also advertise a public notice regarding the release of the FY 2018 Action Plan in the Miami Herald, Haiti en Marche or Kiskeya Herald, the Miami Times, and Diario de las Americas, informing the public of the availability of the FY 2018 Action Plan and funding recommendations at specifically designated locations and on PHCD's website. The final hearing on the FY 2018 Action Plan by the Board is proposed for the full BCC meeting on July 24, 2018.

In addition to the requests for citizen participation through the above-stated opportunities, from January 2017 through January 2018, PHCD and the County's Community Action and Human Services Department (CAHSD), in many cases jointly, held a total of forty public community meetings, Community Advisory Committees (CAC) meetings, workshops, and training events to increase program awareness, monitor performance of ongoing activities, and to identify priorities in the commission districts, NRSAs, and eligible block groups. Additionally, for this RFA process every potential applicant was required to attend a "MUST" presentation meeting before the community/area in which the applicant's activity was proposed. If the activity is located within a NRSA, the presentation had to occur at the corresponding CAC represented by the NRSA. Applicants proposing countywide services had to attend a Countywide MUST presentation meeting that was held on January 23, 2018. Applicants who submitted a proposal without attending the mandatory MUST meetings did not receive the five bonus points that were awarded to all applicants who did attend and present.

FY 2018 FUNDING SOURCES

Consistent with the past several years, the FY 2018 Action Plan process continues to include the federally funded CDBG, HOME, and ESG programs. The close coordination of these programs and resources continues to be essential to preventing the duplication of funding or the funding of activities in excess of actual needs. Table 3 below summarizes the coordination of FY 2018 funding sources. The amounts represent the allocation minus allowable administrative costs and the VGR.

Table 3: FY 2018 Funding Sources Minus VGR and Administrative Costs	
Federal Funds	
Community Development Block Grant (CDBG)	\$8,648,178.89
Home Investment Partnerships (HOME)	\$4,360,092.30
Emergency Solutions Grant (ESG)	\$962,098.98
Total All Sources:	\$13,970,370.17

Funding recommendations for all agencies are based on each agency's ranking from the highest to lowest score in the funding category unless a due diligence finding precluded a recommendation for funding. This year, the RFA also had a requirement that all recommended applications meet a minimum score of seventy (70) points.

Community Development Block Grant (CDBG) Program

The FY 2018 CDBG allocation is \$12,757,975.00. The County proposed a \$1,947,751.39 VGR, which would result in a net available amount of CDBG funds of \$10,810,223.61 prior to the reduction of 20 percent allowable administrative costs. Of the CDBG allocation, \$2,162,044.72 or 20 percent, is recommended for administration in keeping with HUD regulations establishing the 20 percent cap on administrative costs. The Consolidated Plan established the policy that thirteen percent of the total CDBG allocation be divided among the 13 Commission Districts and be allocated to projects recommended by the Commissioners to support eligible activities, including non-scored public service activities. Any CDF allocations not included in this item will be addressed in a subsequent agenda item.

Although PHCD believes it is important to have a minimum scoring criteria, the department also remains committed to investing in the County's Neighborhood Revitalization Strategic Areas (NRSAs). The City of South Miami is a participating municipality with the County in the determination of the County's entitlement award amount. Their Williamson Park, which is located in an NRSA, was previously funded and achieved a HUD national objective. As such, PHCD is recommending fully funding the City's Williamson Park.

Additionally, Abundant Life Christian Learning Center is also located in an NRSA and received a previous allocation for the rehabilitation of their playground. At the time of Board approval the allocation was sufficient to complete the renovation. However, shortly thereafter, the County's Building department changed its requirements for playgrounds, which substantially increased the cost of the project. PHCD staff urged the agency to apply for additional funding. This allocation is sufficient to complete the project, thereby achieving the HUD national objective.

Table 4 reflects the recommendation of CDBG funding for administration, economic development, public facility/capital improvements, housing, and public service activities:

Table 4: FY 2018 CDBG Funding Recommendations		
Category	Amount	Percentage of Total
Administration	\$2,162,044.72	20%
Economic Development	\$2,356,391.64	22%
Public Facilities/Capital Improvements	\$3,922,599.50	36%
Housing	\$1,575,341.11	14%
Public Services	\$778,846.56	7%
Public Service – Disaster Related	\$15,000.00	1%
Total of CDBG Activities:	\$10,810,223.50	100%

Home Investment Partnerships Program (HOME)

The FY 2018 HOME annual allocation from HUD is \$4,844,547.00. The HOME program is designed to strengthen public-private partnerships, and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention on rental housing with the purpose of assisting families with incomes of 80 percent of Area Median Income (AMI) or lower. FY 2018 HOME funding recommendations are designated for Tenant-Based Rental Assistance (TBRA), single-family homeownership rehabilitation, Homeless TBRA/Rehabilitation set-aside and Acquisition, New Construction or Rehabilitation of

Affordable Rental Housing, Pre-Development or Single-Family Homeownership. Two requests were received for the \$773,922 for TBRA from Citrus Health Network, Inc. and Sundari Foundation. PHCD is recommending that both agencies be fully funded.

In addition, both La Joya Estates and Centerra are being recommended for funding based on funding gaps indicated in their respective final credit underwriting reports, excerpts of which are attached as Exhibit 9. La Joya Estates is recommended for \$344,069 in HOME funding based on the 30 Year Pro Forma that indicates that in year 12, there will be an estimated accumulation of \$1,139,261 in cash flow to pay Deferred Developer Fee of \$1,483,330, leaving a gap of \$344,069. Additionally, Centerra is also recommended for funding for \$70,332 based on the underwriter's analysis in the 30 year Pro Forma which indicates estimated cumulative cash flow over the first twelve years is less than the \$1,188,837 Deferred Developer Fee. The underwriter has concluded that the gap would be \$70,332. It is important to note that these two projects have previously closed indicating that financial expectations by lenders and investors had been satisfactorily met. To the extent that there have been some gaps identified by our professional underwriters, PHCD is recommending that only these identified gaps be funded.

Table 5: FY 2018 HOME		
Category	Dollars	Percent
Administration	\$484,454.70	10%
Tenant-Based Rental Assistance (TBRA)	\$500,000.00	10%
Homeless Set-Aside (TBRA)	\$773,922.00	16%
Acquisition, New Construction or Rehabilitation of Affordable Rental Housing, Pre-Development or Single-Family Homeownership	\$3,086,170.30	64%
Total HOME Funding:	\$4,844,547.00	100%

Emergency Solutions Grant (ESG)

The County's FY 2018 ESG award is \$1,040,107.00. ESG funds for homeless activities were made available for housing prevention and rapid re-housing services and shelter operations. Camillus House was the sole applicant for the Emergency Shelter and Outreach activities. The program is currently being operated from the Camillus House facility located at 1603 NW 7th Avenue, Miami, Florida 33136. It is recommended that the entire shelter allocation be awarded to Camillus House, Inc. The remaining ESG funds for Homeless Prevention and Rapid Re-Housing are recommended for funding to Citrus Health Network, Inc.

The homeless funding recommendations are made in consultation with the County's Homeless Trust. The breakdown is reflected below in Table 6:		
Table 6: FY 2018 ESG Recommendations		
Category	Dollars	Percent
Administration	\$78,008.02	7.5%
Emergency Shelter and Outreach Activities	\$592,487.00	57%
Homeless Prevention and Rapid Re-Housing	\$369,611.98	35.5%
Total ESG Funding:	\$1,040,107.00	100%

CDBG Recaptures and Reallocations

Recapture Recommendations

The Department recommends the recapture of \$2,016,227.69 in CDBG funding from agencies that have completed the activity with minimal remaining balances and activities unable to meet a National Objective. All entities with projects listed as the subject of recapture have been informed.

Of the CDBG recaptured funds, \$30,477.77 are Commission District Fund (CDF) allocations from five (5) commission districts. The Commissioners in these districts have been notified of the recaptures (if the value is greater than \$1,000.00) and will have the opportunity to recommend district-specific allocations through a future recapture and reallocation item. However, these CDFs may not be used for any public service activity as public service funds are an annual allocation only. The funds may be used in the following categories: economic development; housing; and public facilities and capital improvements.

Reallocation Recommendations

PHCD recommends the reallocation of \$1,975,885.20 of FY 2016 CDBG VGR and a portion of FY 2017 VGR funds for the County's obligation for repayment of the Section 108 small business loan program located in the County's Targeted Urban Areas (TUAs).

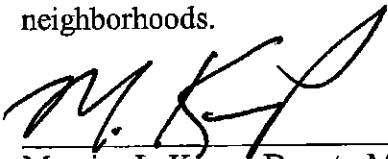
PHCD recommends making this payment from the CDBG funds set-aside for the FY 2016 VGR, which never occurred. CDBG is the only source of funds identified by PHCD to make this payment.

Third Contract Extension

PHCD recommends that the Board authorize the County Mayor or County Mayor's designee to approve a third contract extension until March 31, 2019 for Miami-Dade Parks, Recreation and Open Spaces (PROS) Partners for Youth Park. The project is walkway and ballfield improvements located at 5536 NW 21 Avenue, Miami, Florida 33142, in District 3 represented by Vice Chairperson Audrey Edmonson. It is also recommended that the Board authorize the County Mayor or County Mayor's designee to extend the contract for up to one additional year, if such extension is determined to be in the best interest of the County by the County Mayor or County's Mayor's designee, and is approved by the County Attorney's office.

SUMMARY

The County is committed to continuing to serve low- and moderate-income residents and neighborhoods throughout the County and to achieving HUD national objectives. The County continues to work with its community development partners to enhance its programs and to better meet the public service, economic development, housing, and capital improvement needs of low- and moderate-income residents and neighborhoods.



Maurice L. Kemp, Deputy Mayor

Attachments



MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: July 24, 2018

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(13)

Please note any items checked.

- ☐ "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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(13)
7-24-18

RESOLUTION NO. _____

RESOLUTION APPROVING THE FISCAL YEAR (FY) 2018 ACTION PLAN, WHICH INCLUDES THE FY 2018 FUNDING RECOMMENDATIONS FOR \$12,757,975.00 OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, \$4,844,547.00 OF HOME INVESTMENT PARTNERSHIPS (HOME) FUNDS, AND \$1,040,107.00 OF EMERGENCY SOLUTIONS GRANT (ESG) FUNDS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO FILE THE FY 2018 ACTION PLAN WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); APPROVING SUBSTANTIAL AMENDMENTS TO THE EXTENDED FY 2013-2017 CONSOLIDATED PLAN AND FY 2014 THROUGH 2017 ACTION PLANS FOR THE RECAPTURE AND REALLOCATION OF \$2,016,227.69 OF CDBG FUNDING; APPROVING A MODIFICATION OF THE PREVIOUSLY APPROVED VOLUNTARY GRANT REDUCTION (VGR) OF CDBG FUNDS, INCLUDING A VGR FOR FY 2018 OF \$1,947,751.39; WAIVING RESOLUTION NO. R-596-12 REQUIRING THAT ANY ALLOCATION TO PARKS, PUBLIC WORKS OR OTHER INFRASTRUCTURE PROJECTS GO TO NEIGHBORHOOD REVITALIZATION STRATEGY AREAS (NRSAS) AND THAT CDBG FUNDS COMPOSE NO MORE THAN FIFTY PERCENT OF THE TOTAL PROJECT COSTS; APPROVING A THIRD CONTRACT EXTENSION UNTIL MARCH 31, 2019 FOR THE MIAMI-DADE PARKS, RECREATION AND OPEN SPACES PARTNERS FOR YOUTH PARK PROJECT AND A FUTURE EXTENSION; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ALL AGREEMENTS AND CONDITIONAL LOAN COMMITMENTS NECESSARY TO ACCOMPLISH THE PURPOSES SET FORTH IN THIS RESOLUTION AND TO EXERCISE THE TERMINATION, WAIVER, ACCELERATION, AND OTHER PROVISIONS SET FORTH THEREIN

WHEREAS, this Board desires to accomplish the purposes 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:

Section 1. The Board ratifies and adopts the matters set forth in the foregoing recitals and in the accompanying justification memorandum.

Section 2. The Board approves the Fiscal Year (FY) 2018 Action Plan with funding recommendations for \$12,757,975.00 of Community Development Block Grant (CDBG) Program funds, \$4,844,547.00 of Home Investment Partnerships (HOME) Program funds, and \$1,040,107.00 of ESG Program funds. Exhibit 1 contains the FY 2018 Action Plan funding recommendations.

Section 3. The Board approves the submission of the FY 2018 Action Plan to the U.S. Department of Housing and Urban Development (HUD). The FY 2018 Action Plan must be submitted no later than August 16, 2018, or the County risks losing all FY 2018 CDBG, HOME, and ESG funding according to HUD's Community Planning and Development (CPD) Notice 18-01, attached hereto as Exhibit 2.

Section 4. The Board approves a Voluntary Grant Reduction (VGR) of the County's CDBG entitlement allocation of FY 2018 in the amount of \$1,947,751.39. The Board previously authorized in Resolution No. R-579-15 a VGR of up to \$8,368,606.21, which was later reduced by HUD to \$5,843,254.16 total, to be taken in equal one-third amounts in FY 2015, 2016 and 2017. To date, HUD has not implemented the VGR in any of those years. Therefore, the Board approves the above-described VGR for FY 2018, 2019 and 2020, as described in Table 2, and subject to HUD approval.

Section 5. The Board approves substantial amendments to the extended FY 2013-2017 Consolidated Plan and FY 2014 through 2017 Action Plans for the recapture and reallocation of CDBG funds in the amount of \$2,016,227.69, described and attached hereto as Exhibits 3 and 4.

Section 6. The Board waives Resolution No. R-596-12, requiring that any allocation to Parks, Public Works or other infrastructure projects go to Neighborhood Revitalization Strategy Areas and that CDBG funds compose no more than 50 percent (50%) of the total project costs.

Section 7. The Board approves a third contract extension until March 31, 2019 for Miami-Dade Parks, Recreation and Open Spaces (PROS) Partners for Youth Park for the walkway and ballfield improvements located at 5536 NW 21st Avenue, Miami, FL 33142 located in District 3 and represented by Vice Chairwoman Audrey M. Edmonson. The Board authorizes the County Mayor or the Mayor's designee to extend the contract for up to one additional year, if such extension is determined to be in the best interest of the County and is approved by the County Attorney's Office.

Section 8. All funding awards and conditional loan commitments set forth herein, as well as all agreements or conditional loan commitments for those allocations, are contingent upon the availability of funding from the funding source or program and the recipient agencies' (borrowers') compliance with the conditions set forth in this resolution and the justification memorandum. In addition, for all funding awards and conditional loan commitments, the Board authorizes the County Mayor or County Mayor's designee to shift funding between phases of the same project (same property), between projects of related entities, and between unrelated entities so long as the total shifted funds do not exceed the amount of the original funds awarded, subject to this Board's approval; to execute all conditional loan commitments, standard shell contracts, standard shell loan documents, amendments and other agreements necessary to accomplish the

purposes of this resolution; to subordinate and/or modify the terms of contracts, agreements, amendments and loan documents for projects and activities approved herein, so long as such modifications are approved by the County Attorney's Office for legal form and sufficiency, are not substantially inconsistent with this resolution, and are found by the County Mayor or County Mayor's designee to be in the best interest of the County; to execute other documents necessary to accomplish the purposes set forth in this resolution; to exercise the termination, waiver, acceleration, and other provisions set forth in agreements executed in performance of this resolution.

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:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Daniella Levine Cava	Jose "Pepe" Diaz
Sally A. Heyman	Eileen Higgins
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of July, 2018. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

BKN

Brenda Kuhns Neuman

Department of Public Housing and Community Development (PHCD)
FY 2018 Action Plan- Exhibit 1

BUDGET CATEGORY: COMMUNITY DEVELOPMENT - ECONOMIC DEVELOPMENT										
Line Item	Agency	Project Description	Location	Units	Cost	Revenue	Net Cost	Net Revenue	Net Cost	Net Revenue
18-20	Neighbors and Neighbors Association, Inc.	Accelerate South Dade - Business Incubator	10700 Caribbean Boulevard, Suite 301, Cutler Bay, Florida 33189	6	CW	N/A	115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 223,102.24
18-19	Neighbors and Neighbors Association, Inc.	ESDH Business Incubator / Guilds Business Resource Center	5120 NW 24 Avenue, Miami, FL 33142, 22121 St. Hubert Highway, Miami, FL 33170	3,9	CW	Model City / Goulds	378,004.40	\$ 378,004.40	\$ 378,004.40	\$ 378,004.40
BUDGET CATEGORY: COMMUNITY DEVELOPMENT - ECONOMIC DEVELOPMENT										
18-14	Partners for Self- Employment, Inc.	Micro-Lending & Technical Assistance	3000 Biscayne Blvd. Ste. 215, Miami, FL 33137, 12550 Biscayne Blvd. Ste. 800, 480 Opa-Locka Blvd.	1,2,3	CW	Opa-Locka	375,000.00	\$ 375,000.00	\$ 375,000.00	\$ 375,000.00
18-22	Hispanic Business Development Florida Inc. Inc. Prospera	Micro-Lending	2305 NW 107 Avenue, Suite 1M17 Doral, FL 33172	12	CW	N/A	200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
18-30	Black Economic Development Coalition, Inc.	Micro-Enterprise Program	Agency will provide micro enterprise loans to small businesses throughout Miami-Dade County. Creates 11 jobs.	3	CW	Model City	377,895.00	\$ 377,895.00	\$ 377,895.00	\$ 377,895.00
18-58	Miami Dade Chamber of Commerce, Inc.	Micro Enterprise Lending to Businesses	100 South Biscayne Boulevard #300 Miami, FL 33101	5	1,2,3	N/A	300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
18-2	OUR MicroLending, LLC.	Micro-Lending	3191 Coral Way, Suite 105, Miami, FL 33145	7	CW	N/A	200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
BUDGET CATEGORY: COMMUNITY DEVELOPMENT - ECONOMIC DEVELOPMENT										
18-36	Assistance to the Elderly, Inc.	Low Income Rental Unit Relief 2018	5617 NW 7th Street Miami, FL 33126	6	6,7,9	NA	90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
BUDGET CATEGORY: COMMUNITY DEVELOPMENT - ECONOMIC DEVELOPMENT										
18-53	Historic Hampton House Community Trust, Inc.	Historic Hampton House Build-Out Phase IV	4240 NW 27 Avenue Miami, FL 33142	3	3	Model City	535,000.00	\$ 535,000.00	\$ 535,000.00	\$ 535,000.00
18-64	Opa-Locka Community Development Corporation, Inc.	Hurt Building Historic Renovation Phase III	490 Opa-Locka Blvd., Opa- Locka, FL 33054	1	1	Opa-Locka	360,000.00	\$ 360,000.00	\$ 360,000.00	\$ 360,000.00

FY 2018 Action Plan- Exhibit 1

FY 2018 Action Plan-Exhibit 1									
Line Item	Project Name	Project Description	Location	Phase	Start Date	End Date	Estimated Cost	Actual Cost	Notes
18-05	Opa-Locka Community Development Corporation, Inc.	Town Center Community Space Development and ARC Renovation Addition	780 Fishermen Street, Opa-Locka, FL 33054 and 675 All Baba Avenue, Opa-Locka, FL 33054	1	1	1	\$ 360,000.00	\$ 360,000.00	
18-12	Sunrise Community, Inc.	Emergency Power Plan	11241 SW 184th Street Miami, FL 33187	9	8.0	9.0	\$ 360,000.00	\$ 360,000.00	
18-03	Opa-Locka Train Station, LLC	Historic Train Station Renovation	450 All Baba Avenue, Opa-Locka, FL 33054	1	1	1	\$ 149,300.00	\$ 149,300.00	

18-38	City of South Miami	Gilzen-Sabel Community Center Renovation Project	Renovate the Gilzen-Sabel Community Center, including the basketball gymnasium and kitchen	Public Facilities and Capital Improvements	5800 SW 86 Street South Miami, FL 33143	7	7	South Miami	\$	150,000.00	\$	150,000.00	84.8	\$	150,000.00	7	\$	150,000.00
18-39	City of Sweetwater	Phase 8 Stormwater Improvement Project	Installation of pumps, catch basins, and other drainage improvements from NW 107th Avenue to NW 105th Avenue and NW 14th Street to NW 25th Street	Public Facilities and Capital Improvements	NW 107th Avenue to NW 105th Avenue and NW 14th Street to NW 25th Street	12	12	N/A	\$	500,000.00	\$	500,000.00	80.4	\$	500,000.00		\$	500,000.00
18-45	Easter Seals South Florida, Inc.	Easter Seals SF-Kendall	Building Improvements of an elderly center, located at 11025 SW 84th Street) to include energy efficiency upgrades and security enhancements for 15 low mod home/deafabled	Public Facilities and Capital Improvements	11025 SW 84th Street Kendall FL 33173	10	3	N/A	\$	150,000.00	\$	150,000.00	77	\$	150,000.00		\$	150,000.00
18-46	Easter Seals South Florida, Inc.	Easter Seals SF Miami Gardens	Building Improvements of a child care center, located at 16425 NW 25 Ave, Miami Gardens) to include energy efficiency upgrades and security enhancements for 19 low mod	Public Facilities and Capital Improvements	16425 NW 25 Ave, Miami Gardens FL 33084	1	3	N/A	\$	76,000.00	\$	76,000.00	77	\$	76,000.00	10.11	\$	93,857.66
18-47	Easter Seals South Florida, Inc.	Easter Seals SF-Chic Center	Replacement of an Air Conditioning System, (located at 1475 NW 14th Ave) for 40 low mod home/deafabled clients.	Public Facilities and Capital Improvements	1475 NW 14th Ave Miami, FL 33128	3	3	N/A	\$	250,000.00	\$	250,000.00	77	\$	250,000.00		\$	250,000.00
18-41	Association For Development Of The Elderly, Inc.	ADE South Construction	Provide support for the new construction of a 2,000 sq. ft. building for an Adult Day Training Program.	Public Facilities and Capital Improvements	12700 SW 216th Street, Guilde, FL 33170	8	8,9,10,11	N/A	\$	470,000.00	\$	470,000.00	75.8	\$	470,000.00		\$	470,000.00
18-34	Assistance to the Elderly, Inc.	Senior Dining Facility	Rehabilitation and expansion of a dining facility to serve seniors and low income individuals in the community.	Public Facilities and Capital Improvements	5817 NW 7th Street Miami, FL 33126	6	6	N/A	\$	255,000.00	\$	255,000.00	71.6	\$	255,000.00	5	\$	255,000.00
18-39	City of South Miami	Marshall Williamson Park CPED Project	Park infrastructure improvements for the city's Marshall Williamson park using Crime Prevention Through Environmental Design criteria to enhance safety and security for all	Public Facilities and Capital Improvements	6100 SW 87th Ave South Miami, FL 33143	7	7	N/A	\$	150,000.00	\$	150,000.00	66.2	\$	83,372.34	1.7,9,11	\$	146,474.58
18-44	Mountain Life Christian Living Center	Playground Rehabilitation	Rehabilitation of playground located at 777 NW 85 Street Miami, FL 33150. West Little River.	Public Facilities and Capital Improvements	777 NW 85 Street Miami, FL 33150	2	2	West Little River	\$	60,000.00	\$	60,000.00	64.8	\$	40,000.00	1.7,11	\$	80,000.00
18-5	Community Coalition of South Dade, Inc.	Seniors and Family Empowerment	Installation of ramp, rail and other structural changes to make facility accessible	Public Facilities and Capital Improvements	880 SW 4 St. Homestead, FL 33030	8	9,9	N/A	\$	50,000.00	\$	50,000.00	57.8	\$	-	1	\$	-

Department of Public Housing and Community Development (PHCD)

FY 2018 Action Plan- Exhibit 1

N/A	Miami Dade County Transportation & Public Works	Shoreline Improvements Works	Shoreline Improvements Capital Improvements	701 NW 1st Court Suite 1700 Miami, FL 33136	6	6	N/A	N/A	\$	-	\$ 73,102.24	11	\$ 73,102.24
18-23	Assistance to the Elderly, Inc.	Assistance for Elderly Affected by Disaster	Public Facilities and Capital Improvements Related	5617 NW 7th Street Miami, FL 33126	6	1,2,3,5,9	NA	Model City, Perrine, South Miami, West Little River	\$ 15,000.00	105	\$ 15,000.00	5	\$ 15,000.00
18-23	South Florida Puerto Rican Chamber of Commerce	Economic Development Technical Assistance 2018	Technical Assistance to Businesses	3550 Biscayne Blvd., Suite 300, Miami, FL 33137	3	CW	NA	CW	\$ 90,778.00	106.8	\$ 90,778.00	7	\$ 90,778.00
18-23	Branches, Inc.	ASSETS Miami	Technical Assistance to Businesses	11500 NW 12 Avenue, Miami, FL 33194, 122 SW 6316 SW 59 Place, South Miami, FL	2,7,9	CW	South Miami and West Little River NRSAs, Florida City Entitlement City	\$ 100,000.00	\$ 100,000.00	106	\$ 100,000.00		\$ 100,000.00
18-27	Dynamic Community Development Corporation	Technical Assistance Program	Technical Assistance to Businesses	3550 Biscayne Blvd., Suite 304, Miami, FL 33137	3	CW	NA	CW	\$ 86,755.00	105.6	\$ 86,755.00	7	\$ 86,755.00
18-24	7th Street Corridor Neighborhood Initiative, Inc.	Small Business Technical Assistance and Training	Technical Assistance to Businesses	7900 NW 27 Avenue, Suite 236, Miami, FL 33147	2	2,3	West Little River	Model City and West Little River	\$ 90,825.00	84.8	\$ 90,825.00		\$ 90,825.00
18-18	Neighbors and Neighbors Association, Inc.	Technical Assistance to Businesses	Technical Assistance to Businesses	5120 NW 24 Avenue Miami, FL 33142	3	CW	Model City	Serves all NRSAs	\$ 80,000.00	90.6	\$ 80,000.00	12	\$ 110,081.43
18-13	Partners for Self- Employment, Inc.	Entrepreneurial Institute	Technical Assistance to Businesses (Economic Development)	3000 Biscayne Blvd. Ste. 215, Miami, FL 33137, 12500 Biscayne Blvd. Ste. 800 Miami, FL 480 Ops-Locke Bld.	1,2,3	CW	Ops-Locke	Ops-Locke	\$ 80,000.00	113.8	\$ 80,000.00		\$ 80,000.00
18-21	Hispanic Business Initiative Fund of Florida, Inc. aka Prospera	Public Service Technical Assistance	Technical Assistance to Businesses (Economic Development)	2305 NW 107 Avenue, Suite 11M17 Doral, FL 33172	12	CW	NA	South Miami, Ops- Locke, Miami and West Little River, Sweet Water	\$ 50,000.00	109.6	\$ 50,000.00		\$ 50,000.00
18-57	Miami Dade Chamber of Commerce, Inc.	Technical Assistance to Small Businesses 2018	Technical Assistance to Businesses (Economic Development)	100 South Biscayne Boulevard 33131	5	1,2,3	NA	Biscayne North, Model City and Ops-Locke	\$ 80,000.00	107.8	\$ 80,000.00		\$ 80,000.00
18-31	Black Economic Development Coalition, Inc.	Technical Assistance to Small Businesses 2018	Technical Assistance to Businesses (Economic Development)	5120 NW 24th Ave Miami, FL 33142	3	CW	Model City	Serving all NRSAs	\$ 80,000.00	104.8	\$ 80,000.00		\$ 80,000.00

Department of Public Housing and Community Development (PHCD)

FY 2018 Action Plan- Exhibit 1

Line Item	Organization	Program	Project	Location	Start Date	End Date	Frequency	Staff	Cost	Notes	Priority	Impact
18-1	The Optimist Foundation of Greater South Florida, Inc.	After School Program 2018	After school program for 120 neighborhood youth.	21805 SW 114 Avenue, Goulds, FL 33170			9,0	Goulds	\$ 59,998.00		7	\$ -
18-3	Florida Venture Foundation, Inc.	Elderly Services 2018	Provision of a variety of services to 60 senior citizens including transportation and social activities.	13501 NW 107 Ave. Hialeah Gardens, FL 33018			12	CW	\$ 63,000.00		7,11	\$ 15,000.00
18-4	Josefa Perez de Casiano Kidney Foundation, INC.	Nutrition for Elderly Dialysis Patients 2018	Nutrition for 50 elderly dialysis patients.	2141 SW 1 St. Ste. 101-102 Miami, FL 33135			5	CW	\$ 35,000.00		7	\$ -
18-5	Community Coalition of South Dade, Inc.	Seniors and Family Empowerment (SAFE) 2018	Provide services for senior and family empowerment activities. Serving a 125 clients.	860 SW 4 St. Ponce de Leon, FL 33030			8,9	N/A	\$ 75,000.00		7	\$ -
18-25	Flowers Consulting, LLC	Business Consultant 2018	Provide community outreach services, assist in start up services within the Opa-Locka MRSA and Miami Gardens area.	111 NW 183rd Street, Miami Gardens, FL 33169			1	CW	\$ 70,000.00		7	\$ -
18-26	Housing Opportunity Project For Excellence, Inc.	Fair Housing 2018	Information and referrals, educational workshops and fair housing assistance for 300 people. Services provided to 100 low-income and special needs residents in South Miami, Perinne, Model City and West Little River.	11501 NW 2 Avenue, Miami, FL 33166			3	CW	\$ 35,000.00			\$ -
18-35	Assistance to the Elderly, Inc.	Transportation Service - Special Services 2018	Free transportation services will be provided to 100 low-income and special needs residents in South Miami, Perinne, Model City and West Little River.	5617 NW 7th Street, Miami, FL 33126			6	1,2,3,6,8	\$ 10,000.00		5	\$ -
18-37	City of South Miami	Senior Meals Program 2018	Administer meal program for 84 residents in South Miami.	8701 SW 62nd Ave South Miami, FL 33143			7	7	\$ 25,000.00		7,11	\$ 25,000.00
18-40	Association For Development Of The Exceptional Incorporated, The	AOE/Services for Developmental Disabled Adults 2018	Provide academic, vocational and employment training to 30 low to moderate income special needs clients.	25 East 4th Street Hialeah, FL 33010, 51 NE 79 St, Miami, FL 33142, 33126, 125 St, Miami, FL 33128 & 12700 SW 216 St Miami, FL 33120			3,6,8	CW	\$ 50,000.00		4	\$ 35,081.42
18-42	Suited for Success, Inc.	Employment Skills Training Program 2018	Expand the reach of their Employment Skills Training Program. Agency will provide workshops on employment skills to 300 low-income individuals.	1600 NW 3rd Ave Miami, FL 33136			3	CW	\$ 185,000.00		7	\$ -
18-43	Latines United in Action Center, Inc.	Educational Program 2018	An educational youth after school program that provides academic and social skills to 100 low-income students in Alapach, Melrose, Model City and Liberty City.	3323 NW 17th Ave Miami, FL 33142			3	CW	\$ 90,000.00		7	\$ -
18-46	Limfco, Inc.	School Readiness-2018	Free Child Care Services to improve school readiness for 250 low-income children.	8741 SW 24th Street, Suite 31, Miami, FL 33155			6	6,7,8,9	\$ 164,250.00		11	\$ 30,000.00
18-54	Curley House of Style, Inc.	Elderly Meals Program - 2018	Elderly Meals program; providing increased bulk meals and healthy eating information to 100 low income elderly clients.	6025 NW 6 CT Miami, FL 33127			3	CW	\$ 100,000.00		5	\$ -
18-55	Greater Miami Service Corps	Youth Education, Employment and Training-2018	Provide 18 low-income youth with Education, Employment and Training at two locations: 810 NW 28th Street Miami, FL 33127 and 15355 Harding Ave, Leisure City, FL 33030.	810 NW 28th Street Miami, FL 33127 and 15355 Harding Ave Leisure City, FL 33030			3,8	CW	\$ 100,000.00		13	\$ 45,722.14

18-56	Heritage Youth Tours and Marine Academy	Heritage Youth Tour and Marine Academy 2018	Conduct water tours and academic training facility for tourism and marine certification with the provision of technical assistance to 24 low and moderate individuals, while targeting NREASs, to learn multiple tourism at Green and 2nd Avenue, Miami, FL 33127.	5150 NW 2nd Avenue Miami, FL 33127			3	3	\$ 185,000.00		7	\$ -
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Department of Public Housing and Community Development (PHCD)
FY 2018 Action Plan- Exhibit 1

18-60	Shier, Inc.	Community Outreach	SHEAR proposes to target 50 indigent individual, groups, and families with countywide services. Wrap around services for veterans and their families in Districts 1 through 3.	Public Service	5120 NW 24th Avenue Miami, FL 33142	3	CW	Model City	CW	\$	14,000.00	N/A		7	\$	-
18-61	Luther James Cox CDC	Public Services Vets	Program to benefit women released from prison, recovering from substance abuse, and domestic violence victims for 20 Districts.	Public Service	7145 NE Miami Court #B/14, Miami, FL 33136	3	1,2,3	N/A	Opa-Locka, West Little River, Model City	\$	185,000.00	N/A		7	\$	-
18-66	The House of Refuge Employment Center, Inc.	S.H.E (Self-Confidence, Healthy and Educated)	Program to benefit women released from prison, recovering from substance abuse, and domestic violence victims for 20 Districts.	Public Service	8600 NW 27th Avenue #A9, Miami, FL 33147	2	1,2,3	Model City	Opa-Locka & Model City	\$	53,000.00	N/A		7	\$	-
18-67	Goldie Coalition of Ministers & Lay People, Inc.	Decreasing The Symptoms Of Poverty	Decreasing the symptoms of poverty through case management services, parenting and family counseling, resume preparation, job interview readiness, employment referrals, and other services for 55 clients.	Public Service	11500 SW 220th Street Goulds, FL 33170	9	8,9	Goulds	Perrine, Goulds, Leisure City & Outer	\$	95,644.80	N/A		7	\$	-
18-70	New Hope Development Center, Inc.	Quality After-school Care	After-school care for 25 youth enhancing reading, math, writing skills and homework assistance.	Public Service	1881 NW 109th Street, Miami FL 33167	2	CW	N/A	N/A	\$	64,000.00	N/A	\$	40,000.00	\$	40,000.00
18-71	Center For Social Change, Inc.	Supervisors Leadership Academy/Knowledge of Careers Club Launch	County-wide data for 200 at-risk youth with monthly workshops for at-risk youth and parents for 20 Districts.	Public Service	Muliple locations at middle schools and high schools in 8 County Districts	1, 2, 3, 4, 5, 8, 9, 13	CW	CW	CW	\$	100,000.00	N/A			\$	-
18-72	Miami-Dade Urban Debate League, Inc.	Miami-Dade Urban Debate League	Public service program to teach 100 urban youth to think, collaborate, and enjoy learning through policy based academic debates.	Public Service	2525 Porco de Leon Blvd, Suite 700 Coral Gables, FL 33134	6	CW	N/A	N/A	\$	100,000.00	N/A		7	\$	-
N/A	The Thelma Gibson Health Initiative	Elderly Care	Provide structured case management services to 38 managing elderly residents.	Public Service	3634 Grand Avenue Miami, FL 33133	7	7	N/A	South Miami	N/A		N/A	\$	20,000.00	\$	20,000.00
N/A	Teen Upward Bound Urban Initiatives Foundation, Inc.	Enrichment Camp	Tutoring and after-school activities for youth 5-18.	Public Service	215 Periz Avenue Opa-Locka, FL 33050	1	1	Opa-Locka	Opa-Locka	N/A		N/A	\$	45,122.14	\$	45,122.14
N/A	Charman Partnership	Family Resource Center	Provides after-school care for 30 youth and 1000 families annually. Summer programming enrichment, summer programming and year-round family engagement activities.	Public Service	1890 NE 12-5th Street North Miami, FL 33161	2	2	N/A	N/A	N/A		N/A	\$	15,000.00	\$	15,000.00
N/A	Hispanic Business Initiative Fund of Florida, Inc. dba Prospera	Public Service Technical Assistance	Provide assistance in developing local export/import businesses in District 12.	Public Service	1550 N. Miami Ave, Miami, FL 33136	3	CW	N/A	N/A	N/A		N/A	\$	30,081.43	\$	30,081.43
N/A				Technical Assistance to Businesses (Economic Development)	2305 NW 107 Avenue, Suite 1107 Doral, FL 33172	12	CW	N/A	South Miami, Opa-Locka, Naranja and West Little River, Sweet Water, Winton	\$	-	N/A	\$	12,500.00	\$	12,500.00

21

Department of Public Housing and Community Development (PHCD)
FY 2018 Action Plan- Exhibit 1

Department of Public Housing and Community Development (PHCD)	2018 VGR	Repayment to the U.S. Housing and Urban Development (HUD) Department for activities deemed by HUD to not have met national standards	Various	701 NW 1st Cl, 16th Floor, Miami, FL 33136	CW	CW	No	Serves all NRSAs	1,947,751.39	N/A	\$ 1,947,751.39		\$ 1,947,751.39
Community Action and Human Services Department (CAHSD)	District 12 Beautification Program	Painting & Landscaping for Low-to-Moderate Income District 12 Properties (CDE Allocation)	Housing	701 NW 1st Cl, 16th Floor, Miami, FL 33136	12	12	No	Sweetwater		N/A	\$ 80,602.24	11	\$ 80,602.24
Department of Public Housing and Community Development (PHCD)	Public Housing Modernization Program	Funding will make needed improvements to outdated structural, electrical and plumbing systems in Public Housing Units	Housing	Various Locations	CW	CW	No	Serves all NRSAs	\$ 699,573.84	N/A	\$ 699,573.84		\$ 699,573.84
Department of Public Housing and Community Development (PHCD)	Public Housing Rehabilitation	Funding for rehabilitation of Public Housing Units	Housing	Various Locations	CW	CW	No	Serves all NRSAs	\$ 715,029.85	N/A	\$ 715,029.85		\$ 715,029.85
Department of Public Housing and Community Development (PHCD)	2018 CBG Administrative Cost Allowance	2018 CBG 20% Administrative Cost Allowance	Administration	701 NW 1st Cl, 16th Floor, Miami, FL 33136	N/A	N/A	N/A	N/A	\$ 2,162,044.80	N/A	\$ 2,162,044.80		\$ 2,162,044.80
CBG TOTAL: \$ 12,757,915.00													

Department of Public Housing and Community Development (PHCD)
FY 2018 Action Plan- Exhibit 1

Line Item	Agency	Program	ESG - TERA	ESS	Address	6	CW	NA	CW	\$	319,032.00	80	\$	369,611.98	6	\$	369,611.98
18-9	Clinx Health Network, Inc.	HAND 2019	ESG - TERA	ESS	150 East 1 Ave. Hialeah, FL 33010	6	CW	NA	CW	\$	319,032.00	80	\$	369,611.98	6	\$	369,611.98
18-10	Sundari Foundation Inc. db/a/ Lotus House Women's Shelter	ESG Rapid Relhousing Rental Assistance for Homeless Single Women and Children With Children 2018	22 homeless women and 24 children will receive rental assistance and utility cost assistance annually. Locates within District 3, but serves clients countywide.	Housing	217 NW 15 Street Miami, FL 33136	3	CW	NA	Serves all NRSAs	\$	319,032.00	86.3	\$	-	1	\$	-
EMERGENCY HOUSING PROGRAM																	
18-11	Camillus House, Inc.	ESG Emergency Shelter	Provision of emergency services and shelter to homeless persons. Serves all NRSAs.	Housing	1603 NW 7 Avenue Miami, FL 33136	3	3	NA	CW	\$	592,487.00	100	\$	592,487.00	7	\$	592,487.00
ESG ADMINISTRATION																	
	Department of Public Housing & Community Development (PHCD)	2018 ESG Administrative Cost Allowance	2018 ESG 7.5% Administrative Cost Allowance.	Administration	701 NW 1st Court, 18th Floor, Miami, FL 33136	N/A	N/A	N/A	N/A	\$	78,008.02	N/A	\$	78,008.02		\$	78,008.02
ESG TOTAL														\$ 1,640,107.00			

10. Suburban Model
 11. Urban Model
 12. Suburban Model
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HOME TOTAL: \$ 4,844,547.00

Department of Public Housing and Community Development (PHCD)
FY 2018 Action Plan- Exhibit 1

FY 2018 Action Plan Exhibit 1									
ACTION SOURCE APPLICATION									
	Lincoln Memorial	Remembering Our Past	Historic preservation of a cemetery with the creation of 10 jobs.	Economic Development	No activity address information provided	No information provided	No information provided	No information provided	
18-82			The applicant submitted an application under a category that was not offered through this FY 2018 RFA cycle: Special Economic Development (SPED). The activity is the SPED/Pondiana Industrial Park, the applicant is requesting \$183,000. The applicant submitted an application under a category that was not offered through this FY 2018 RFA cycle: Special Economic Development. The activity is the SPED/Pondiana Industrial Park, the applicant is requesting \$25 million.						3
18-48	Model City Advisory Board Community Development Corporation, Inc.	SPED/Pondiana Industrial Park-2018		Special Economic Development	79 street is the railroad tracks track south from 27 Ave to 2324 Ave, Model City, FL 33147	Model City	CW	\$ 25,000,000.00	2
18-50	American Workforce Network Community Development Corporation, Inc.	SPED/Pondiana Industrial Park-2018		Special Economic Development	79 street is the railroad tracks track south from 27 Ave to 2324 Ave, Model City, FL 33147	Model City	CW	\$ 163,000.00	2
18-68	Inn Da House, Inc.	Saving Our Children/Saving Our Families	Non-profit organization providing services that benefit the whole man through restoring their humanity, respect, and dignity through prevention, education, and training while going from individual to family to permanent solution.	Public Service	1221 NW 179th Street, Miami Gardens, FL 33169	1, 2, 3	Ops-Lodja, West Little River, Model City	\$ 549,000.00	3
18-N/A	City of Ops-Lodja	Ops-Lodja Human Resource Center	Replacement of Roof and Renovation of Ops-Lodja Former Human Resource Building.	Public Facilities and Capital Improvements	777 Starwood Avenue Ops-Lodja, FL 33054	N/A	N/A	\$ 350,000.00	8

1 Did not meet 70 point threshold.
2 Did not meet 70 point threshold.
3 Did not submit missing document(s) during "Cure" period.
4 Did not submit missing document(s) during "Cure" period.
5 District 13 CDF = \$30,081.42; District 6 CDF = \$5,000.00
6 Additional funds were available in the category and applicant agreed to accept the additional funding.
7 Missing information received, applicant emailed a scope of services after intake deadline, limited information was provided.
8 Missing information received, applicant emailed a scope of services after intake deadline, limited information was provided.
9 District 7 2016 carryover funds used and reflected in Exhibit 4 (\$3,525.42) Marshall Williamson Park.
10 District 1 2016 carryover funds used and reflected in Exhibit 4 (\$5,303.30) Easter Seal's Miami Gardens.
11 Commission District allocation is from District 13.
12 Commission District allocation is from District 13.
13 Commission District allocation is from District 13.
14 Commission District allocation is from District 12.
15 Funding recommendation will be based on final credit underwriting report.



OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

Special Attention of:

All CPD Division Directors
HUD Field Offices
HUD Regional Offices
All CDBG Grantees
All HOME Participating Jurisdictions
All HTF Grantees
All ESG -Grantees
All HOPWA - Grantees

NOTICE: CPD-18-01

Issued: January 24, 2018
Expires: September 30, 2018

Cross Reference: 24 CFR Part 91

Subject: Guidance on Submitting Consolidated Plans and Annual Action Plans
for Fiscal Year (FY) 2018

Purpose:

The purpose of this Notice is to instruct all Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Housing Trust Fund (HTF), Emergency Solutions Grants (ESG) and Housing Opportunities for Persons with AIDS (HOPWA) grantees on the timing of submission of FY 2018 consolidated plans and action plans. This Notice provides instructions to grantees/participating jurisdictions under each of these programs regarding costs incurred prior to execution of a grant agreement. This Notice further informs Entitlement CDBG grantees and HOME participating jurisdictions of waivers being made available to certain grantees/participating jurisdictions to assist in the implementation of the pre-award costs instructions. These procedures apply equally to grantees' 3-5-year consolidated plans as well as to annual action plans (either as a stand-alone document or as a component of the overall consolidated plan submission).

Notes regarding applicability:

This Notice uses the term "grantee" generically, to also include HOME participating jurisdictions, except where the term appears in discussions explicitly limited to one of the other covered funding programs. Provisions of this Notice covering the Entitlement CDBG program also apply to Insular Areas grantees and CDBG nonentitlement county grantees in Hawaii, as the Entitlement CDBG program regulations also apply to their CDBG funds.

Background:

Pursuant to 24 CFR 91.15(a)(1), each jurisdiction should submit its consolidated plan to HUD at least 45 days before the start of its program year. The earliest date on which HUD will accept a consolidated plan or action plan submission is November 15, 2017; and the latest submission deadline is August 16, 2018. However, in most years, HUD does not receive its annual funding appropriation until several months into the federal fiscal year (rarely earlier than December,

and sometimes as late as April). Once a fiscal year's appropriation is enacted, HUD needs time to compute grantees' allocation amounts for the programs covered by the consolidated plan.

According to 24 CFR 91.500(a), a plan will be deemed approved 45 days after HUD receives the plan, unless HUD notifies the jurisdiction before that date that the plan is disapproved. In past years, HUD typically did not disapprove a plan solely because it was based on estimated allocation amounts. As a result, a plan submitted by a grantee before its allocation amounts are announced typically received automatic approval, even though the plan did not list the grantee's actual allocation amounts.

This practice resulted in significant additional work for both HUD and grantees. After the actual allocation amounts were announced, a grantee had to submit a revised, re-signed SF-424 form listing the actual allocation amounts for each of its grants. In many cases, the grantee had to make additional changes to amend its plan to reflect its actual allocation amounts. This may have constituted a substantial amendment under 24 CFR 91.505, which is subject to the grantee's citizen participation plan process. For FY 2018, HUD will not execute a grant agreement with a grantee until HUD has received a plan (or an amended plan) which incorporates the actual allocation amounts a grantee is to receive for FY 2018.

Revised Procedures for Submission of FY 2018 Consolidated Plans and Action Plans by Grantees with Early Program Year Start Dates:

HUD is issuing the following revised procedures to govern the submission and review of consolidated plans and action plans for FY 2018 funding prior to computation of FY 2018 allocation amounts. These procedures will apply to any grantee whose normal consolidated plan/action plan submission deadline (45 days before the start of the program year) falls either before, or less than 60 days after, the date HUD announces FY 2018 allocation amounts for CDBG, ESG, HOME and HOPWA funding. (See Section II. for a discussion of the timing of Housing Trust Fund allocations.)

Congress has not completed the appropriations process for HUD's FY2018 appropriation. At this time, HUD cannot predict when its FY 2018 appropriations bill will be enacted and when it will be able to announce FY 2018 allocation amounts. Thus, HUD cannot say how many grantees – or which program year start dates – will be subject to these revised procedures. Similarly, HUD cannot provide estimated FY 2018 allocation amounts for grantees to use for planning purposes in developing annual action plans.

Note: These procedures will not apply to grantees whose normal consolidated plan/action plan submission deadline is more than 60 days after HUD announcement of FY 2018 allocation amounts; those grantees should have sufficient time to revise their plans to match actual allocation amounts prior to the due date for their plan.

I. Revised Submission Dates for FY 2018 Action Plans for CDBG, ESG, HOME, HOPWA

Grantees are advised not to submit their consolidated plan/action plan until after the FY 2018 allocations have been announced. Grantees due to submit a new 3-5-year consolidated plan in FY 2018 should refrain from submitting the overall consolidated plan as well as the FY 2018 action plan contained within the overall document. HUD cannot complete its review of the overall consolidated plan components independent of the current year's action plan component. Once HUD informs grantees of their FY 2018 funding allocation amounts, each grantee should, prior to submission, ensure that the actual FY 2018 allocation amounts are reflected in the form SF-424, in the description of resources and objectives, and in the description of activities to be undertaken (or, for states, the method of distribution). It may be necessary for a grantee to revise its action plan before submission to HUD.

An affected grantee may delay submission of its consolidated plan or action plan to HUD until 60 days after the date allocations are announced, or until August 16, 2018 (whichever comes first). This delay will give a grantee time to revise its action plan to incorporate actual allocation amounts, and to conduct any additional citizen participation, if necessary.

For example, if HUD were to announce the FY 2018 allocation amounts to grantees on April 27, 2018:

- For grantees with January 1 – June 1 program year start dates, their normal plan submission date would have been before the date that HUD announced allocation amounts. These grantees would be able to postpone submission of their consolidated plan/action plan until June 26, 2018.
- For grantees with July 1 and August 1 program year start dates, their normal plan submission date would be less than 60 days after HUD's announcement of allocation amounts. These grantees would also be able to postpone submission of their consolidated plan/action plan until June 26, 2018.
- Grantees with September 1 and October 1 program year start dates would have more than 60 days between the date of announcement of allocations and the normal submission deadline for their consolidated plan/action plan. These grantees would be expected to submit their plan on time.

However, in no case may a consolidated plan/action plan be submitted to HUD later than August 16, 2018. Failure to submit an action plan for FY 2018 by August 16, 2018, will result in the automatic loss of FY 2018 CDBG funds to the grantee. This requirement is established by statute, and HUD cannot waive the August 16 submission deadline. Funding under other CPD formula programs are not subject to this deadline but, since virtually all CPD formula grantees receive CDBG funding, the CDBG submission requirement effectively establishes the deadline for submission of action plans.

The regulations, at 24 CFR 91.15(a)(1), state that "...each jurisdiction should submit its consolidated plan at least 45 days before the start of its program year." HUD has determined that it is not necessary to waive this provision in order to implement the procedures in this Notice for FY 2018 action plans. This provision does not prohibit a grantee from submitting a plan in the eCon Planning Suite after that time. It is not necessary for an affected grantee to request an exception to its normal action plan submission date under 24 CFR 91.15(a)(1), nor is it necessary for a field office to grant an exception to the action plan submission deadlines, under 24 CFR 91.20, in order to implement the procedures in this Notice.

II. Submission Process for the HTF Program

HTF is an affordable housing production program to increase and preserve the supply of decent, safe, and sanitary affordable housing for extremely low-income and very low-income families. HTF is a formula grant program for states.

The HTF regulation at 24 CFR 93.100 requires each state to include its HTF allocation plan in its annual action plan as described at 24 CFR 91.320(k)(5). The HTF allocation plan describes the method for the distribution of funds, and establishes the application requirements and criteria for selecting applications. The rule also requires a local jurisdiction that receives a subgrant of HTF funds from the state to include a HTF allocation plan (24 CFR 91.220(l)(5)) in its annual action plan, but due to the timing of the publication of HTF allocations, the local jurisdiction may need to amend its annual action plan to include HTF.

The timing of the HTF allocations is different from other CPD formula programs (CDBG, HOME, HOPWA, and ESG) because the source of funding is the mandatory assessments on Fannie Mae and Freddie Mac rather than Federal appropriations. The earliest HUD expects to publish the HTF allocations is April 2018. If HTF allocations are not published before a state submits its consolidated plan/action plan, a state may submit its consolidated plan/action plan for the other CPD formula programs, then submit its HTF allocation plan as a substantial amendment to its annual action plan, after the HTF allocations are published.

III. HUD Review of Action Plans

HUD will review a consolidated plan/action plan in accordance with 24 CFR 91.500(b). The 45-day review period will begin whenever the eCon Planning Suite submission or original executed SF-424, certifications and applicable assurances are received by the field office, whichever is later. HUD will disapprove as substantially incomplete any consolidated plan or action plan covering FY 2018 funding that does not reflect actual CDBG, HOME, ESG and HOPWA allocation amounts on the form SF-424(s), in the description of resources and objectives, and in the description of activities to be undertaken (or, for states, the method of distribution). The HTF allocation must be included if the HTF allocations are published before the state submits its consolidated plan or action plan. (See Section II.) A grantee whose action plan is disapproved for this reason is advised to not resubmit a revised plan until HUD has announced the actual FY 2018 allocation amounts, and until the grantee has incorporated the actual allocation amounts into its plan.

24 CFR 91.500(b) states HUD may disapprove a plan or a portion of a plan if it is inconsistent with the purpose of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12703), if it is substantially incomplete, or, in the case of a CDBG certification under §91.225(a) and (b) or §91.325(a) and (b), if it is not satisfactory to the Secretary in accordance with §570.304, §570.429(g), or §570.485(c). The following are examples provided in §91.500(b) of substantially incomplete plans:

- (1) A plan developed without the required citizen participation or the required consultation;
- (2) A plan fails to satisfy all the required elements in 24 CFR Part 91, as reflected in the eCon Planning Suite. This includes when the grantee has not provided a final statement of community development objectives and the projected use of funds;
- (3) A plan for which a certification is rejected by HUD as inaccurate, after HUD has inspected the evidence and provided due notice and opportunity for comment; and
- (4) A plan without a description of the manner in which the unit of general local government or state will provide financial or other assistance to a public housing agency if the public housing agency is designated as “troubled” by HUD.

24 CFR 91.500(d) states that “(t)he jurisdiction may revise or resubmit a plan within 45 days after the first notification of disapproval.” HUD has determined that it is not necessary to waive this provision in order to implement the procedures in this Notice for FY 2018 consolidated plans/action plans. This provision does not prohibit a grantee from re-submitting a plan after that time period.

24 CFR 91.105(c), 91.115(c) and 91.505 require a grantee to comply with citizen participation requirements when it undertakes a substantial amendment to an approved plan. A plan that has been disapproved by HUD is, by definition, not an approved plan. When a grantee’s plan is disapproved by HUD, the consolidated plan regulations do not necessarily require a grantee to undertake further citizen participation on the changes the grantee makes before re-submitting it. (A major exception to this, however, would be if the reason for disapproval involved the grantee’s failure to fulfill citizen participation requirements to begin with.) However, as noted in this Notice, there are circumstances in which a grantee may need to make major revisions to a disapproved plan, which could trigger further citizen participation efforts. A grantee with a disapproved plan should review its citizen participation plan and local policies to determine whether it will need to conduct further citizen participation as a result of the changes it makes to incorporate actual allocation amounts into its plan, prior to re-submission of the revised plan.

IV. Development of Proposed Action Plans and Citizen Participation During the Interim

A grantee has several options regarding fulfilling its citizen participation obligations while waiting for HUD to announce FY 2018 allocation amounts:

- a. A grantee may conduct citizen participation on its draft plan (with estimated funding amounts) according to its normal timetable and citizen participation procedures. (Grantees are cautioned, though, that they should not submit their plan until allocation amounts are

known.) A grantee doing so should make clear that the funding levels shown are estimated amounts. In addition, the grantee should include “contingency provision” language in its action plan which explains how it will adjust its proposed plan to match its actual allocation amounts, once actual amounts become known. By including such contingency language, a grantee can avoid the need to make significant revisions to its plan (beyond incorporating the final allocation amounts into the plan and the SF-424 form). The grantee may also avoid the potential need to conduct additional citizen participation on a plan that has to be significantly revised in order to reflect actual allocation amounts.

Examples of contingency provisions include:

- A plan could state that all proposed activities’ budgets will be proportionally increased or decreased from the estimated funding levels to match actual allocation amounts.
- A grantee could express its budget in terms of percentages of the allocation to be budgeted to each planned activity, along with the grantee’s current estimate of how many dollars that equates to for each activity. [For example, regardless of what the final allocation amounts are, the United Interfaith Street Outreach Program will receive 22% (currently estimated to be approximately \$38,000) of the grantee’s total ESG allocation, and the Tenant-Based Rental Assistance activity will receive 10% (currently estimated to be about \$68,750) of the HOME allocation.]
- A plan could state that any increase or decrease in funding to match actual allocation amounts will be applied to one or more specific activities (e.g., any increase or decrease relative to the grantee’s estimated allocation amount will be applied to the single-family housing rehabilitation grant program).
- A plan could list its proposed activities in priority order and indicate that the East Side Sidewalk Replacement activity listed in the plan is a “backup” activity that will be funded only if sufficient CDBG funding exists; or conversely, if the grantee’s actual allocation is less than estimated, the East Side Sidewalk Replacement activity will not be funded in FY 2018.
- A plan could state that, should the actual allocation amount exceed the grantee’s estimate, the grantee will increase the Uptown Sewer Separation activity budget and will extend the service area block-by-block along the 600-900 blocks of Cherry Street, based on the amount of additional funding available.

A grantee may include these or other comparable provisions singly or in any combination to meet its needs. A grantee may adopt a different contingency approach for each of the programs covered by this Notice (CDBG, ESG, HOME, HOPWA and HTF).

- b. Alternatively, a grantee may prepare a proposed action plan according to its normal timetable, but wait until actual allocation amounts are known before undertaking citizen participation actions. Once allocation amounts are announced by HUD, the grantee will need to update relevant sections of its plan (such as the listings of resources and

objectives, and the description of activities or the state's method of distribution) to reflect actual allocation amounts before conducting citizen participation. All grantees intending to incur pre-award costs under the programs covered by this Notice should be aware that this option will not be available to them, as citizen participation requirements must be met before pre-award costs are incurred. (See Section V. below.)

HUD has developed these procedures to minimize disruption to grantees and to minimize duplication of effort on grantees' part. A grantee that does not follow either option a. or b. above (i.e., the grantee undertakes citizen participation according to its normal timetable, based solely on estimated funding levels, and the plan does not contain any contingency language on how the final plan will be adjusted to match actual allocation amounts) runs the risk of increasing its own work obligations and costs. The grantee will still be required to update its plan to incorporate actual allocation amounts before submission to HUD. The grantee may need to undertake additional publication and citizen participation processes, depending on the difference between its actual allocation amounts and the estimated amounts in its proposed action plan, and how the grantee plans to adjust its proposed activities in order to match its actual allocation amounts. Local policies and procedures may also require the grantee to obtain re-approval of the revised plan from its legislative body or authorizing officials.

A plan that has not yet been submitted to HUD is also not an approved plan, and is not subject to the citizen participation requirements of a substantial amendment. However, a grantee that delays its plan submission should review its citizen participation plan and local policies to determine whether it will need to conduct further citizen participation as a result of the changes it makes to incorporate actual allocation amounts into its plan, prior to its submission.

V. Pre-Award Costs

A. General Provisions applicable to all Consolidated Plan programs

Special attention must be paid to situations in which a grantee wishes to incur costs prior to grant award. For example, under certain programs, a grantee may want to execute annual renewals of agreements with social service providers in order to prevent interruption of social services. The annual performance cycle of these agreements might normally begin after the grantee's official program year start date but, under this Notice the grantee cannot even submit its Action Plan until after the date that the agreements need to be executed. Thus, the timing instructions in this Notice may cause some program costs to be classified as pre-award costs where they would otherwise not have been.

The government-wide Uniform Administrative Requirements, Cost Principles and Audit Requirements regulation, at 2 CFR Part 200, contains language concerning agency approval of pre-award costs. The language at 2 CFR 200.458 applies to any program that does not have its own separate provisions concerning authorization of pre-award costs:

§ 200.458. Pre-award costs. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency.

The ESG, HOPWA and HTF program regulations do not contain program-specific language establishing pre-award cost requirements for those programs; the CDBG and HOME program regulations do contain pre-award cost requirements unique to those programs. (However, the HOME requirements apply only to certain types of pre-award costs.) The following guidance applies to all five programs. Additionally, guidance unique to each separate program is provided below.

The Part 91 consolidated plan regulations make distinctions between a “proposed plan” and “a plan”. Most notably, 24 CFR 91.105(b) and 91.115(b) describe the citizen participation requirements for a grantee’s proposed plan. For purposes of this Notice regarding pre-award costs, HUD considers a grantee’s plan to have moved from being “a proposed plan” to being “a plan” once a grantee has completed the publication, public hearing and public comment requirements at 24 CFR 91.105(b)(2), (3) and (4) or 91.115(b)(2), (3) and (4), and has developed its written summary of comments received pursuant to 24 CFR 91.105(b)(5) or 91.115(b)(5).

To minimize additional workload on grantees and HUD field offices, this Notice establishes the following procedures implementing the 2 CFR 200.458 requirements cited above. This Notice provides HUD approval to incur pre-award costs if and when the grantee completes the following documentation in its local files:

1. The grantee documents that the costs incurred prior to grant award are necessary for efficient and timely performance of the activity in question.
2. The grantee documents that the costs are for eligible activities under the regulations for the applicable funding program;
3. The grantee documents that the grantee has complied with all other requirements for pre-award costs under the regulations for the applicable funding program or as described below;
4. The activity for which costs will be incurred is included in a consolidated plan/action plan;
5. The grantee documents completion of its citizen participation process by including in its files a written, dated summary of citizen participation comments received on its plan, pursuant to 24 CFR 91.105(b)(5) or 91.115(b)(5) as applicable.

If the grantee’s files contain all other necessary documentation supporting the costs (described below for each program), the date of HUD approval for pre-award costs is the date of the written summary of citizen participation comments, or the grantee’s program year start date, whichever is later.

B. Additional Provisions: Entitlement CDBG Program

The Entitlement CDBG program regulations specify, at 24 CFR 570.200(h), the situations under which a grantee may incur costs prior to the effective date of its grant agreement. The provisions of this Notice will affect how grantees comply with the pre-award cost reimbursement requirements.

1. 24 CFR 570.200(h) defines the effective date of a grantee's agreement as the grantee's program year start date or the date that the consolidated plan/action plan is received by HUD (whichever is later). Under the provisions of this Notice, a grantee's action plan may not be submitted to (and thus received by) HUD until several months after the grantee's program year start date. This may negatively affect grantees' ability to incur pre-award costs.
2. Therefore, HUD has issued a waiver of 24 CFR 570.200(h) to the extent necessary to implement the following requirement: the effective date of a grantee's FY 2018 grant agreement will be considered to be the earlier of the grantee's program year start date or the date that the consolidated plan/action plan (with actual allocation amounts) is received by HUD. Attachment A contains the HUD memorandum authorizing this waiver. This waiver is applicable to any Entitlement CDBG grantee seeking to incur pre-award costs, whose action plan submission is delayed past the normal submission date because of delayed enactment of FY 2018 appropriations for the Department. An affected community applying this waiver shall document in writing the conditions giving rise to the need to use this waiver, and maintain the documentation for HUD's review. Grantees' authority to make use of this waiver is only in effect until August 16, 2018, as that is the last date that a grantee may submit its FY 2018 action plan.
3. 24 CFR 570.200(h)(1)(i) requires that the activity for which the costs are being incurred must be included in a consolidated plan/action plan prior to the costs being incurred; grantee compliance with steps 4 and 5 under the general pre-award cost provisions above will meet that requirement. However, grantees must also comply with §570.200(h)(1)(ii), which further specifies that the plan must advise citizens of the extent to which the pre-award costs will affect future grants. CDBG grantees intending to incur pre-award costs are cautioned that option b. described in Section IV above is not likely to be a feasible alternative for them. HUD advises any Entitlement CDBG grantee intending to incur pre-award costs to follow the process described in Section IV. a. above; in doing so, the grantee will need to ensure that it has met the citizen participation and notification requirements above.
4. Pursuant to § 570.200(h)(1)(iii) and § 570.604, the costs and corresponding activities must comply with the environmental review requirements at 24 CFR Part 58.

C. Additional Provisions: HOME Program

The HOME regulations specify situations under which a grantee may incur costs prior to the effective date of its grant agreement. The provisions of this Notice will affect how grantees comply with the pre-award cost reimbursement requirements.

1. 24 CFR 92.212(b) defines the effective date for incurring administrative and planning costs to be charged to the HOME allocation as the beginning of the participating jurisdiction's consolidated program year or the date that the consolidated plan is received by HUD (whichever is later). Under the provisions of this Notice, a participating jurisdiction's action plan may not be submitted to (and thus received by) HUD until several months after the PJ's program year start date. This may negatively affect a participating jurisdiction's ability to incur planning and administrative pre-award costs. Therefore, HUD has issued a waiver of 24 CFR 92.212(b) to the extent necessary to implement an alternative requirement: the effective date of a grantee's FY 2018 grant agreement will be considered to be the earlier of the participating jurisdiction's program year start date or the date that the consolidated plan/action plan (with actual allocation amounts) is received by HUD.
2. Attachment A contains the HUD memorandum authorizing this waiver. This waiver is applicable to any HOME participating jurisdiction seeking to incur pre-award administrative and planning costs, whose action plan submission is delayed past the normal submission date because of delayed enactment of FY 2018 appropriations for the Department. An affected participating jurisdiction applying this waiver shall document in writing the conditions giving rise to the need to use this waiver, and maintain the documentation for HUD's review. A participating jurisdiction's authority to make use of this waiver is only in effect until August 16, 2018, as that is the last date that a grantee may submit its FY 2018 action plan.

D. Additional Provisions: ESG Program

An ESG grantee is permitted to incur pre-award costs against its FY 2018 grant, provided that the grantee has met the general conditions described above, plus the following conditions:

1. The costs and corresponding activities must comply with the Emergency Solutions Grants (ESG) Program regulations at 24 CFR Part 576.
2. The costs and corresponding activities must comply with environmental review requirements. The "Moving Ahead for Progress in the 21st Century Act" (MAP-21), (Public Law 112-141) made several changes to HUD's homeless assistance programs, including authorization to permit recipients and other responsible entities to assume HUD environmental review responsibilities in accordance with 24 CFR Part 58. Initially, for FY 2012 ESG funds, ESG projects were subject to the environmental review procedures under 24 CFR Part 50, which assigns HUD all environmental review responsibilities due to the HEARTH Act's repeal of Section 443 of the McKinney-Vento Homeless Assistance Act. Now, recipients or other Responsible Entities assume environmental review responsibilities under 24 CFR Part 58.

E. Additional Provisions: HOPWA Program

A HOPWA grantee is permitted to incur pre-award costs against its FY 2018 grant, provided that the grantee has met the general conditions described above, plus the following conditions:

1. The costs are incurred for eligible activities undertaken in accordance with HOPWA program regulations at 24 CFR Part 574.
2. The costs and corresponding activities must comply with environmental review requirements at 24 CFR 574.510.

F. Additional Provisions: HTF Program

HUD is authorizing HTF grantees to incur pre-award costs permitted under 2 CFR 200.458 for planning activities and preparation of the HTF allocation plan. Eligible pre-award costs may include the cost of public hearings, consultations, and publication of public notices, as well as developing program guidelines. Pre-award costs may not exceed 5% of the minimum allocation amount of \$3 million. This is one half of the grant amount that the state may use for administration and planning in accordance with 24 CFR 93.202, based on receiving a minimum grant amount. The costs and corresponding activities must comply with the environmental review requirements at 24 CFR 93.301(f).

VI. Applicability of This Notice to Future Years

This Notice only applies to consolidated plans/action plans submitted for FY 2018 funding on or before August 16, 2018, or 60 days after HUD announcement of the FY 2018 allocation amounts for CDBG, ESG, HOME, and HOPWA funding (whichever is earlier). HUD anticipates revising the Consolidated Plan regulations (and other related regulations) to explicitly include, as a basis for disapproval of a plan, that a plan does not contain and reflect a grantee's actual allocation amounts. For further information on potential rulemaking in this area, see HUD's June 3, 2015, Federal Register Notice (80 FR 31538). That document solicited public comments on possible amendments to the Consolidated Plan regulations and the CDBG Entitlement regulations to effect such a change. See in particular Sections II.B.1., II.B.2 and II.B.7 of the Notice, pages 31544 and 31546. (Please note, however, that the public comment period for that Federal Register Notice has closed.)

For further information:

Grantees with questions concerning this Notice should direct their inquiries to their local HUD Field Office Community Planning and Development Division. Field Offices should direct their questions to the following Headquarters program offices as applicable:

Office of Block Grant Assistance at (202) 708-1577 for the Entitlement CDBG program or (202) 708-1322 for the State CDBG program

Office of Affordable Housing Programs at (202) 708-2684

Office of Special Needs Assistance Programs at (202) 708-4300

Office of HIV/AIDS Housing at (202) 708-1934 or at hopwa@hud.gov

ATTACHMENT A

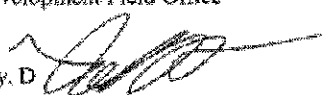


ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

DEC 12 2017

MEMORANDUM FOR: All Community Planning and Development Field Office
Division Directors

FROM: Neal Rackleff, Assistant Secretary, D 

SUBJECT: Availability of Waivers of Community Planning and Development
Grant Program Requirements to Facilitate the Ability to Incur
Pre-Award Costs in FY 2018

PURPOSE:

This memorandum explains the availability of waivers of certain statutory and regulatory requirements associated with two Community Planning and Development (CPD) grant programs to facilitate the continuation of eligible activities and ongoing planning and administrative costs due to a delay by HUD in the receipt of annual appropriations for FY 2018. This memorandum covers the following CPD programs:

- Community Development Block Grant (CDBG), and
- HOME Investment Partnerships (HOME)

BACKGROUND:

HUD is issuing procedures to govern the submission and review of action plans for FY 2018 funding prior to the enactment of a FY 2018 appropriation bill. Grantees are advised to not submit a consolidated plan or action plan until the FY 2018 formula allocations have been announced. However, an action plan must be submitted to HUD no later than August 16, 2018.

The likelihood of delays in the receipt of annual appropriations by HUD and implementation of these procedures for FY 2018 may have negative consequences for CDBG and HOME grantees that intend to incur eligible costs prior to the award of FY 2018 funding. Some activities might otherwise be interrupted, and grantees might not otherwise be able to use CDBG or HOME funds for planning and administrative costs of administering their programs.

NOTIFICATION PROCESS:

This waiver will apply to any Entitlement, Insular or Hawaii nonentitlement CDBG grantee and to any HOME participating jurisdiction whose program year start date for FY 2018 funding occurs during the period starting October 1, 2017, and ending August 16, 2018 or 60 days after HUD announcement of FY 2018 allocation amounts for formula program funding (whichever comes first). This waiver is available for use by any applicable CDBG grantee or HOME participating jurisdiction whose action plan submission is delayed past the normal submission date because of delayed enactment of FY 2018 appropriations for the Department.

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Any affected grantee taking advantage of this waiver shall document in writing the conditions giving rise to the need to use this waiver, and shall maintain such documentation for HUD's review. This waiver authority is only in effect until August 16, 2018.

WAIVER AUTHORITY:

Without this waiver, some activities might be interrupted while implementing these procedures. In addition, grantees might not otherwise be able to use CDBG and HOME funds for ongoing planning and administrative costs of administering their programs. To address communities' needs and to ensure that programs can continue without disturbance, I find that good cause exists pursuant to 24 CFR 5.110 to waive the CPD program regulatory requirements set forth below.

WAIVER AVAILABILITY:

1. Pre-award Costs

Requirement: The effective date of the grant agreement is the program year start date or the date that the consolidated plan is received by HUD. These dates determine when a grantee may incur pre-award costs.

Citations: 24 CFR 570.200(h) (Entitlement CDBG program, the Insular Areas CDBG program, and for grants to nonentitlement counties in Hawaii) and 24 CFR 92.212(b) (HOME participating jurisdictions)

Explanation: This waiver will allow a grantee or participating jurisdiction to treat the effective date of the grant agreement as the program year start date or the date that the consolidated plan/action plan (with actual allocation amounts) is received by HUD, whichever is *earlier*.

Justification: HUD recognizes that some activities may be interrupted, and grantees might not otherwise be able to use CDBG and HOME funds for ongoing planning and administrative costs.

Applicability: This authority is in effect until August 16, 2018.

Program Year & IDIS No.	Agency Name	Activity Title	Activity Category	Activity Description	Activity Address	Commission District	Reason for Recapture	Amount to be Recaptured
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) – Public Service (PS)								
2017 / 5650	Centro Mater Child Care Services, Inc.	Youth Services Program	PS	After School and Summer Camp Programs for at risk low-income children - FY 2017 CDF	418 SW 4 th Avenue, Miami, FL 33130	5	Activity is complete and a balance remains	\$ 3,427.27
2017/5653	Curley's House of Style, Inc.	Elderly Meals and Services Program	PS	Feeding the Needy Families-Elderly Meals and Services Program	6025 NW 6th Court, Miami, FL 33127	3	Activity is complete and a balance remains	\$ 62.46
2017 / 5682	City of South Miami (Parks and Recreation)	Senior Meals Program	PS	Provide meals for 65 Seniors - FY 2017 CDF	6701 SW 62nd Avenue, South Miami, FL 33143	7	Activity is complete and a balance remains	\$ 16,374.50
2017/5657	Greater Miami Service Corps	Youth Education, Employment and Training	PS	Youth Education, Employment and Training	810 NW 28th Street, Miami, FL 33127	1	Activity is complete and a balance remains	\$ 280.02
2017	Miami Dade Urban Debate League	Miami Dade Urban Debate League Public Service	PS	Teaching urban youth to think, communicate, collaborate, and learn - FY 2017 CDF	2525 Ponce De Leon Blvd., Suite 700, Coral Gables, FL 33134	9	Agency was unable to meet the National Objective	\$ 5,000.00
2017/5693	Teen Upward Bound, Inc.	Sports Enrichment Program	PS	To provide comprehensive enrichment and fitness programs to underserved youth.	717 Opa-locka Blvd. Opa-locka, FL 33054	1	Activity is complete and a balance remains	\$ 24.43
CDBG – Public Service Subtotal:								\$ 25,168.68
CDBG - Public Service Technical Assistance (PSTA)								
2017/5684	79th Street Corridor Neighborhood Initiative, Inc.	Technical Assistance to Businesses	PSTA	Provide Technical Assistance to Businesses	7900 NW 27th Avenue, Suite 236, Miami, FL 33147	N/A	Activity is complete and a balance remains	\$ 542.58
2017/5655	Dynamic Community Development Corp.	Technical Assistance Program	PSTA	Provide Technical Assistance to low-and-moderate income individuals.	3550 Biscayne Blvd., Suite 304, Miami, FL 33137	N/A	Activity is complete and a balance remains	\$ 1,283.85
2015/5452	Neighbors and Neighbors Association, Inc.	Technical Assistance to Businesses for Job Creation	PSTA	Provide Technical Assistance to Businesses	5120 NW 24th Avenue, Miami, FL 33142	N/A	Activity is complete and a balance remains	\$ 63.60

Program Year & IDIS No.	Agency Name	Activity Title	Activity Category	Activity Description	Activity Address	Commission District	Reason for Recapture	Amount to be Recaptured
2017/5671	South Florida Puerto Rican Chamber of Commerce	Technical Assistance to Small Businesses	PSTA	Provide Technical Assistance (TA) to small minority businesses specifically in the areas of Model City, Opa-locka, and Biscayne North.	3550 Biscayne Blvd., Suite 306, Miami, FL 33137	N/A	Activity is complete and a balance remains	\$ 906.07
CDBG - Public Service Technical Assistance Subtotal: \$ 2,796.10								
CDBG - Economic Development Micro Enterprise Lending Program								
2016/5588	Black Economic Development Coalition, Inc.	Micro Enterprise Lending Program	ED	Provide micro enterprise loans to at least 15 small businesses	5120 NW 24th Avenue, Miami, FL 33142	N/A	Activity is complete and a balance remains	\$129.27
2016/5581	Partners for Self-Employment, Inc.	Micro Lending & Technical Assistance to Small Businesses Program	ED	Provide micro loans and technical assistance to small businesses located in various commission districts	3000 Biscayne Blvd., Suite 215, Miami, FL 33137	N/A	Activity is complete and a balance remains	\$1,516.80
CDBG - Economic Development Subtotal: \$1,646.07								
CDBG - Public Facilities & Capital Improvements (PFCI)								
2014/5330	Easter Seals of South Florida, Inc.	Repair/Renovation	PFCI	Public facility repair and renovation of parking lot, painting the exterior of building, installation of awnings, installation of security cameras, installation of perimeter fence, and installation of building signage at 1475 NW 14th Avenue. Facility provides services to disabled clients.	1475 NW 14th Avenue, Miami, FL 33125	N/A	Activity is complete and a balance remains	\$658.05

Program Year & IDIS No.	Agency Name	Activity Title	Activity Category	Activity Description	Activity Address	Commission District	Reason for Recapture	Amount to be Recaptured
2015/5484	Miami-Dade Parks, Recreation and Open Spaces	Landscaping and Beautification	PFCI	Landscaping and beautification to include Ruben Dario Park, the Women's Park and District 10 right-of-way planting and landscaping on eligible roads.	Various Locations	N/A	Activity is complete and a balance remains	\$208.87
CDBG PFCI Subtotal: \$866.92								
CDBG - Public Housing and Community Development								
2016	Public Housing and Community Development	Public Housing Modernization	Housing	Make needed improvements to outdated structural, electrical, and mechanical systems in Public Housing Units	701 NW 1st Court, 16th Floor, Miami, FL 33136	Countywide	Projects done by County Depts.	\$9,864.72
CDBG SUBTOTAL: \$40,342.49								
CDBG FY 2016 Voluntary Grant Reduction (VGR)								
2016	Public Housing and Community Development	Unallocated CDBG Funds for VGR	Various	Voluntary Grant Reduction that was uncollected by U.S HUD in FY 2016	701 NW 1st Court, 16th Floor, Miami, FL 33136	N/A	N/A	\$ 1,947,751.39
CDBG FY 2017 Voluntary Grant Reduction (VGR)								
2017	Public Housing and Community Development	Voluntary Grant Reduction	Various	Voluntary Grant Reduction that was uncollected by U.S HUD in FY 2017	701 NW 1st Court, 16th Floor, Miami, FL 33136	N/A	N/A	\$ 28,133.81
CDBG GRAND TOTAL: \$ 2,016,227.69								

Program Year & IDIS No.	Agency Name	Activity Title	Activity Category	Activity Description	Activity Address	Commission District	Amount to be Reallocated
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) – Reallocations							
N/A	Public Housing and Community Development	Section 108 Program (EDI)	Economic Development - Section 108 Program	Payment of Section 108 Loan, which provided support for Section 108 small businesses located in the County's Targeted Urban Areas (TUAs)	701 NW 1st Court, 16th Floor, Miami, FL 33136	Various	\$ 1,975,885.20
N/A	Public Housing and Community Development	Public Housing Modernization	Housing	Funding for needed improvements to outdated structural, electrical and mechanical systems in public housing sites	701 NW 1st Court, 16th Floor, Miami, FL 33136	Various	\$ 30,477.77
2016	Easter Seals of South Florida, Inc.	Easter Seals - Miami Gardens	Public Facilities/Capital Improvements	Building improvements for a child care center. CDF - District 1	16425 NW 25th Ave., Miami Gardens, FL 33054	1	\$ 6,339.30
2016	City of South Miami	Marshall Williamson Park	Public Facilities/Capital Improvements	Park infrastructure improvements using CPTED criteria	6100 SW 67th Ave, South Miami, FL 33143	7	\$ 3,525.42
CDBG GRAND TOTAL							\$ 2,016,227.69

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CONTRACT FOR LOAN GUARANTEE ASSISTANCE UNDER
SECTION 108 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT
OF 1974, AS AMENDED, 42 U.S.C. §5308**

Date of Contract AUG - 9 2001

This Contract for Loan Guarantee Assistance ("Contract") is entered into between the Miami-Dade County, Florida as Borrower (the "Borrower"), and the Secretary of Housing and Urban Development ("Secretary"), as guarantor for the Guarantee made pursuant to section 108 ("Section 108") of title I of the Housing and Community Development Act of 1974, as amended (the "Act") and 24 CFR Part 570, Subpart M, of the promissory note executed contemporaneously herewith and numbered B-99-UC-12-0006, in the Maximum Commitment Amount of \$40,000,000, and any amended note or note issued in substitution for such note and having the same note number (the "Note"). The funds paid or credited to the account of the Borrower pursuant to the Note are referred to herein as the "Guaranteed Loan Funds." The Note (including the Fiscal Agency Agreement and the Trust Agreement as defined in Section I.A. of the Note and incorporated therein) is hereby incorporated into the Contract. Terms used in the Contract with initial capital letters and not otherwise defined in the text hereof shall have the respective meanings given thereto in the Note. The Fiscal Agency Agreement and the Trust Agreement are sometimes collectively referred to herein as the "Fiscal Agency/Trust Agreements," and the Fiscal Agent and the Trustee respectively are sometimes collectively referred to as the "Fiscal Agent/Trustee."

PART I

- A. **The Note: Advances and Records.** The Note provides that Advances and Conversion Date Advances shall be made thereunder upon the written request of the Borrower and the ~~approval of the Secretary, pursuant to this Contract and the~~ Fiscal Agency Agreement. The Commitment Schedule attached to the Note represents the principal repayment schedule for the Maximum Commitment Amount of the Note. At all times, the total amount of all Advances and Conversion Date Advances under the Note for all Principal Due Dates shall not exceed the Maximum Commitment Amount of the Note. Prior to the Conversion Date (as defined in the Note, Section I.A.), the total amount of Advances made by the Holder for each Principal Due Date under the Note shall not exceed the applicable Commitment Amount for such Principal Due Date set forth in the Commitment Schedule of the Note. Prior to the Conversion Date, the Borrower agrees that the Fiscal Agent pursuant to the Fiscal Agency Agreement shall record the date

and amount of each payment and Advance under the Note and shall maintain the books and records of all Advances and Conversion Date Advances for each Principal Due Date, interest rates on Advances, payments, and Principal Amounts outstanding for each Principal Due Date. On and after the Conversion Date, the Borrower agrees that the Trustee pursuant to the Trust Agreement will maintain the books and records of all payments on the Note and all Principal Amounts and interest rates on such Principal Amounts (each as to be set forth on Schedule P&I to the Note). No advances of any kind may be made on the Note after its Conversion Date.

- B. **Borrower's Requests for Advances.** All requests for Advances or Conversion Date Advances by the Borrower under the Note shall: be in writing; specify the amount of the Advance requested; identify the Note by Borrower, number and Maximum Commitment Amount; be addressed to the Secretary at the address for notices specified in paragraph 12(f) of this Contract; be signed by an authorized official of the Borrower; and otherwise be in the form prescribed by HUD. Advances and Conversion Date Advances shall be requested and will only be approved and made in increments of not less than \$1,000 for any Principal Due Date. A request for an initial Advance under a Note, or a request for a Conversion Date Advance, shall be received by the Secretary at least ten Business Days prior to the Borrower's proposed Funding Date or Conversion Date, as applicable. All other requests for Advances shall be received by the Secretary not less than five Business Days prior to the proposed Funding Date. The Borrower may not deliver a Note or a request for an Advance or Conversion Date Advance to the Secretary more than two calendar months prior to the Borrower's proposed Funding Date. At least two Business Days prior to the proposed Funding Date or Conversion Date if the Borrower's request was timely received, or the next available Funding Date for which the request was timely received, the Secretary shall, except as otherwise provided in paragraph 11(c) or 12 hereof, deliver a corresponding Authorization Order or Advance Order (as applicable) to the Fiscal Agent in accordance with ~~Section 2.03 or 2.04 of the Fiscal Agency Agreement for the~~ applicable Funding Date or Conversion Date. If the Borrower requests an Advance or Conversion Date Advance of less than the outstanding Maximum Commitment Amount under the Note, the Borrower may also specify in its written request the amount of the Advance or Conversion Date Advance to be allocated to each Commitment Amount or Principal Amount per Principal Due Date under the Note. If the Borrower does not specify how the Advance or Conversion Date Advance should be allocated among Commitment Amounts/Principal Due Dates, the Borrower hereby authorizes the Secretary to direct the Fiscal Agent to allocate the Advance to the respective Commitment Amounts or Principal Amounts in order of the earliest Principal Due Date(s).

- C. **Conversion; Public Offering.** On the Conversion Date (if any), trust certificates backed by the Note (and similar notes issued by other Section 108 borrowers) will be purchased for a purchase price of the full principal amount thereof by underwriters selected by the Secretary (the "Underwriters") pursuant to an Underwriting Agreement between the Underwriters and the Secretary, at a closing on such Conversion Date as determined by the Secretary and the Underwriters. The Borrower agrees that the interest rate at which the trust certificate of a specified maturity is sold to the Underwriters shall govern the interest rate inserted on the Conversion Date in Schedule P&I of the Note for the Principal Amount of corresponding maturity.
- D. **Consents.** By execution of this Contract, the Borrower ratifies and consents to the Secretary's selection of the Underwriters and authorizes the Secretary to negotiate with the Underwriters the terms of the Underwriting Agreement and of the public offering of interests in the trust certificates to investors (including the applicable interest rates). In addition, by execution hereof the Borrower ratifies and consents to the Secretary's selection of the Fiscal Agent/Trustee and agrees to the respective terms of the Fiscal Agency/Trust Agreements. If Advances have been made in the Maximum Commitment Amount of the Note not less than ten Business Days prior to the proposed Conversion Date, or if the Borrower requests a Conversion Date Advance, the Borrower authorizes the Secretary to deliver Schedule P&I to the Note completed in accordance herewith to the Fiscal Agent/Trustee on the Conversion Date in accordance with the Fiscal Agency/Trust Agreements, concurrent with delivery of the Secretary's Guarantee of the trust certificates at the closing on the Conversion Date, and thereafter the Note shall be enforceable in accordance with its terms including Schedule P&I. In addition, the Secretary reserves the right to notify the Borrower not less than one calendar month in advance of a specified Conversion Date that the Note will be sold to the Underwriters on such date, if the Secretary in his sole discretion determines that market conditions or program needs require the participation in the proposed public offering of all or substantially all Borrowers with outstanding Advances.

PART II

1. Receipt, Deposit and Use of Guaranteed Loan Funds.

(a) Except for funds deducted on the Conversion Date pursuant to paragraph 4(b) and fees and charges deducted by the Fiscal Agent/Trustee pursuant to paragraph 4(a), the Guaranteed Loan Funds shall be electronically transferred in accordance with the Borrower's instructions for deposit in a separate, identifiable custodial account (the "Guaranteed Loan Funds Account") with a financial institution whose deposits or accounts are Federally insured. The Guaranteed Loan Funds Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Custodial Account" (Attachment 1) and shall be continuously maintained for the Guaranteed Loan Funds. Such Letter Agreement must be executed when the Guaranteed Loan Funds Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.)

The Borrower shall make withdrawals from said account only for payment of the costs of approved Section 108 activities, for transfer to the Loan Repayment Account or for the temporary investment of funds pursuant to this paragraph 1(a). Such temporary investment of funds into the Guaranteed Loan Funds Investment Account shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Guaranteed Loan Funds Account. At that time, any balance of funds in the Guaranteed Loan Funds Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof, held in the Guaranteed Loan Funds Investment Account.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with the cash requirements of the approved activities. In no event shall the investments mature on or after August 31, 2002, or have maturities which exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Guaranteed Loan Funds Investment Account") established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Custodial Investment Account" (Attachment 2), which account shall be maintained for all Government Obligations purchased with funds from the Guaranteed Loan Funds Account. The Guaranteed Loan Funds Investment Account need only be established if and when the Borrower is required to invest, or otherwise invests, the

Guaranteed Loan Funds in Government Obligations. Such Letter Agreement must be executed when the Guaranteed Loan Funds Investment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) All proceeds and income derived from such investments shall be returned to the Guaranteed Loan Funds Account.

All funds in the Guaranteed Loan Funds Account or the Guaranteed Loan Funds Investment Account must be withdrawn and disbursed by the Borrower for approved activities by August 31, 2002. Any funds remaining in either Account after this date shall be immediately transferred to the Loan Repayment Account established pursuant to paragraph 6 of this Contract.

(b) The Borrower shall by the fifteenth day of each month provide the Secretary with a written statement showing the balance of funds in the Guaranteed Loan Funds Account and the withdrawals from such account during the preceding calendar month, and a statement identifying the obligations and their assignments in the Guaranteed Loan Funds Investment Account.

(c) Upon the Secretary giving notice that the Borrower is in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Guaranteed Loan Funds and Guaranteed Loan Funds Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligations of the Borrower under this Contract or the Fiscal Agency/Trust Agreements.

2. **Payments Due on Note.** The Borrower shall pay to the Fiscal Agent/Trustee, as collection agent for the Note, all amounts due pursuant to the terms of the Note. In accordance with the Note and the Fiscal Agency/Trust Agreements, payment shall be made by 3:00 P.M. (New York City time) on the seventh Business Day (the "Note Payment Date") preceding the relevant Interest Due Date or Principal Due Date (each as defined in the Note). If any Note Payment Date falls on a day that is not a Business Day, then the required payment shall be made on the next Business Day. Payment may be made by check or wire transfer.
3. **Selection of New Fiscal Agent or Trustee.** The Secretary shall select a new Fiscal Agent or Trustee if the Fiscal Agent or Trustee resigns or is removed by the Secretary. The Borrower hereby consents in advance to any such selection and to any changes in the Fiscal Agency/Trust Agreements agreed to by any Fiscal Agent or Trustee and the Secretary, subject to paragraph 4(e) of this Contract.

4. Payments Due Fiscal Agent or Trustee; Documents to the Secretary.

(a) The Borrower agrees to pay the fees of the Fiscal Agent as required by Exhibit G to the Fiscal Agency Agreement, and any additional amounts that may be due pursuant to Section 6.01 of the Fiscal Agency Agreement. If not paid by the Borrower by any other means prior thereto, the Borrower agrees that any such fees or additional amounts that have been incurred prior to an Advance or a Conversion Date Advance may be deducted by the Fiscal Agent/Trustee from the proceeds of the Advance or Conversion Date Advance, as applicable.

(b) The Borrower agrees to pay the Borrower's share, as determined by the Secretary, of the customary and usual issuance, underwriting, and other costs related to the public offering and future administration of the Note and the trust certificates, as approved by the Secretary, including the cost of reimbursement and/or compensation of the Trustee pursuant to the Trust Agreement, including Sections 3.11 and 7.01 thereof. In connection with the public offering on the Conversion Date, such payment shall either be made by wire transfer to the Trustee on the day prior to the Conversion Date or shall be deducted from the Guaranteed Loan Funds on the Conversion Date.

(c) The Borrower shall submit to the Secretary not later than ten Business Days prior to the Funding Date for the initial Advance hereunder, or if not submitted earlier, prior to any Conversion Date or Public Offering Date applicable to the Note, this executed Contract, the executed Note, a request for an Advance or a Conversion Date Advance (as applicable) in proper form, and an opinion acceptable to the Secretary from the Borrower's counsel to the effect that: (i) the governing body of the Borrower has authorized by resolution or ordinance, in accordance with applicable State and local law, the issuance of the Note and the execution of this Contract; (ii) the Note and this Contract are valid, binding, and enforceable obligations of the Borrower; (iii) the pledge of funds pursuant to 24 CFR 570.705(b)(2) and paragraph 5(a) of this Contract is valid and binding; and (iv) there is no outstanding litigation that will affect the validity of the Note or this Contract. In addition, the Borrower shall submit any other additional documents or opinions specifically required by this Contract (e.g., paragraph 5(c), or paragraph 15, et seq.), at the time required thereby.

(d) The Borrower agrees to reimburse the Underwriters upon demand by the Secretary for the Borrower's share, as determined by the Secretary, of all reasonable out-of-pocket

expenses (including reasonable fees and disbursements of counsel) incurred in connection with a proposed public offering, if the Underwriters incur such additional costs for the public offering because of any refusal, inability, or failure on the part of the Borrower timely to submit in acceptable form any document required by this Contract (including paragraph 4(c)), or because of any withdrawal by the Borrower from the public offering, after the Borrower has submitted a request for a Conversion Date Advance hereunder. By execution and delivery of this Contract to the Secretary, the Borrower hereby expressly authorizes the Secretary to pay amounts due under this paragraph from funds pledged under paragraph 5(a) of this Contract.

(e) The undertakings in paragraphs 3 and 4 of this Contract are expressly subject to the requirement that the Fiscal Agency/Trust Agreements shall in no event require payment of fees or charges, reimbursement of expenses, or any indemnification by the Borrower from any source other than funds pledged pursuant to paragraphs 5 or 15 et seq. of this Contract.

5. **Security.** The Borrower hereby pledges as security for repayment of the Note, and such other charges as may be authorized in this Contract, the following:

(a) All allocations or grants which have been made or for which the Borrower may become eligible under Section 106 of the Act, as well as any grants which are or may become available to the Borrower pursuant to Section 108(q).

(b) Program income, as defined at 24 CFR 570.500(a) (or any successor regulation), directly generated from the use of the Guaranteed Loan Funds.

(c) Other security as described in paragraph 15, et seq.

(d) All proceeds (including insurance and condemnation proceeds) from any of the foregoing.

(e) All funds or investments in the accounts established pursuant to paragraphs 1 and 6 of this Contract.

6. **Loan Repayment Account.**

(a) All amounts pledged pursuant to paragraphs 5(b), 5(c), and 5(d) of this Contract shall be deposited immediately on receipt in a separate identifiable custodial account (the "Loan Repayment Account") with a financial institution whose deposits or accounts are Federally insured. The Loan Repayment Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Custodial

Account" (Attachment 1) and shall be maintained for such pledged funds. The Loan Repayment Account need only be established if and when the Borrower receives amounts pledged pursuant to paragraph 5(b), 5(c) or 5(d). Such Letter Agreement must be executed when the Loan Repayment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) Borrower shall make withdrawals from said account only for the purpose of paying interest and principal due on the Note (including the purchase of Government Obligations in accordance with paragraph 10 hereof), for payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or for the temporary investment of funds pursuant to this paragraph, until final payment and discharge of the indebtedness evidenced by the Note, unless otherwise expressly authorized by the Secretary in writing. Such temporary investment of funds shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Loan Repayment Account. At that time, the balance of funds in the Loan Repayment Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with cash requirements for payment of principal and interest as required under the Note. In no event shall the maturities of such investments exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Loan Repayment Investment Account") established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Custodial Investment Account" (Attachment 2), which account shall be maintained for all Government Obligations purchased with funds from the Loan Repayment Account. Such Letter Agreement must be executed when the Loan Repayment Investment Account is established. (A fully executed copy of such Letter Agreement shall be submitted to the Secretary within thirty days of its execution.) All proceeds and income derived from such investments shall be returned to the Loan Repayment Account.

(b) Borrower shall by the fifteenth day of each month, provide the Secretary with a written statement showing the balance of funds in the Loan Repayment Account and the deposits and withdrawals of all funds in such account during the preceding calendar month and a statement identifying the obligations and their assignments in the Loan Repayment Investment Account.

(c) Upon the Secretary giving notice that the Borrower is in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Loan Repayment and Loan Repayment Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements.

7. **Use of CDBG or EDI Funds for Repayment.** Any funds available to the Borrower under Section 106 of the Act (including program income derived therefrom) are authorized to be used by the Borrower for payments due on the Note, Optional Redemption (as defined in the Note), payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or the purchase of Government Obligations in accordance with paragraph 10. Any funds specifically available to the Borrower for such payments or as a debt service reserve under an EDI Grant Agreement pursuant to Section 108(q) of the Act which supports the eligible project(s) and activities financed by the Note may also be used therefor; any other use of Section 108(q) funds for such purposes shall require the prior written approval of the Secretary. Unless otherwise specifically provided herein or unless otherwise expressly authorized by the Secretary in writing, the Borrower shall substantially disburse funds available in the Loan Repayment or the Loan Repayment Investment Accounts before funds from grants under Section 106 of the Act are withdrawn from the U.S. Treasury for such purposes.
8. **Secretary's Right to Restrict Use of CDBG Funds to Repayment.** Upon a determination by the Secretary that payments required by paragraph 2 and/or paragraph 4 of this Contract are unlikely to be made as specified, the Secretary may give the Borrower notice that the availability to the Borrower of funds pledged under paragraph 5(a) of this Contract for purposes other than satisfaction of the pledge is being restricted. This restriction shall be in an amount estimated by the Secretary to be sufficient to ensure that the payments referred to in paragraph 2 and/or paragraph 4 hereof are made when due. This restriction may be given effect by conditioning the restricted amounts to prohibit disbursement for purposes other than satisfaction of the pledge at the time such restricted funds are approved as grants, by limiting the Borrower's ability to draw down or expend the restricted funds for other purposes, and by disapproving payment requests submitted with respect to such grants for purposes other than satisfaction of the pledge.
9. **Secretary's Right to Use Pledged Funds for Repayment.** The Secretary may use funds pledged under paragraph 5(a) of this Contract or funds restricted under grants pursuant to paragraph 8 of this Contract to make any payment required of the Borrower under paragraph 2 and/or paragraph 4, if such payment has not

been timely made by the Borrower.

10. **Defeasance.** For purposes of this Contract, after the Conversion Date the Note shall be deemed to have been paid (defeased) if there shall have been deposited with the Trustee either moneys or Government Obligations (as defined below), which in the sole determination of the Secretary, mature and bear interest at times and in amounts sufficient, together with any other moneys on deposit with the Trustee for such purpose, to pay when due the principal and interest to become due on the Note. The Aggregate Principal Amount of the Note or any unpaid Principal Amount may be so defeased, in whole or in part, as of any Principal Due Date. In accordance with the Note and the Trust Agreement, the Borrower shall give timely notice and written instructions to the Secretary and the Trustee concerning any principal amounts proposed to be defeased, including any Optional Redemptions proposed, which instructions shall be approved by the Secretary. If the unpaid Aggregate Principal Amount of the Note guaranteed pursuant to this Contract shall be defeased and deemed to have been paid in full, then the Borrower shall be released from all agreements, covenants, and further obligations under the Note. "Government Obligation" means a direct obligation of, or any obligation for which the full and timely payment of principal and interest is guaranteed by, the United States of America, including but not limited to, United States Treasury Certificates of Indebtedness, Notes and Bonds - State and Local Government Series or certificates of ownership of the principal of or interest on direct obligations of, or obligations unconditionally guaranteed by, the United States of America, which obligations are held in trust by a commercial bank which is a member of the Federal Reserve System and has capital and surplus (exclusive of undivided profits) in excess of \$100,000,000.

11. **Default.** (a) A Default under the Note and this Contract shall occur upon failure by the Borrower to:

(i) pay when due an installment of principal or interest on the Note; or (ii) punctually and properly perform, observe, and comply with any covenant, agreement, or condition contained in: (A) this Contract, (B) any security agreement, deed of trust, mortgage, assignment, guarantee, or other contract securing payment of indebtedness evidenced by the Note, or (C) any future amendments, modifications, restatements, renewals, or extensions of any such documents.

(b) The Borrower waives notice of Default and opportunity for hearing with respect to a Default under paragraph 11(a).

(c) In addition to Defaults under paragraph 11(a), the Secretary may declare the Note in Default if the Secretary makes a final decision in accordance with the provisions of

section 111 of the Act and 24 CFR 570.913 (or any successor provisions), including requirements for reasonable notice and opportunity for hearing, that the Borrower has failed to comply substantially with title I of the Act.

Notwithstanding any other provision, following the giving of such reasonable notice, the Secretary may, in the Secretary's sole discretion pending the Secretary's final decision, withhold the guarantee of any or all obligations not yet guaranteed on behalf of the Borrower under outstanding commitments, suspend approval of any further Advances or Conversion Date Advances under the Note, and/or direct the Borrower's financial institution to: refuse to honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account initiated by the Borrower, and/or refuse to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account.

12. Remedial Actions. Upon a Default or declaration of Default under this Contract, the Secretary may, in the Secretary's sole discretion, take any or all of the following remedial actions:

(a) With any funds or security pledged under this Contract, the Secretary may (i) continue to make payments due on the Note, (ii) make a prepayment under Section I.D. of the Note or make an acceleration payment with respect to the principal amount of the Note subject to Optional Redemption as provided in Section III of the Note, (iii) purchase Government Obligations in accordance with paragraph 10 of this Contract, (iv) pay any interest due for late payment as provided in the Note, this Contract, or the Fiscal Agency/Trust Agreements, (v) pay any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, and/or (vi) pay any reasonable expenses incurred by the Secretary or the Fiscal Agent/Trustee as result of the Borrower's Default.

(b) The Secretary may withhold the guarantee of any or all obligations not yet guaranteed or the disbursement of any or all grants not yet disbursed in full under outstanding guarantee commitments or grant approvals for the Borrower under Sections 108 and/or 106 of the Act.

(c) The Secretary may withhold approval of any or all further Advances or Conversion Date Advances under the Note (if applicable); direct the Borrower's financial institution to refuse to: honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account by the Borrower; and/or to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account; and/or direct the Borrower and/or the Borrower's financial institution to transfer remaining balances from the Guaranteed Loan Funds Account to the Loan Repayment Account.

(d) Until the Conversion Date, or with respect to amounts subject to Optional Redemption, the Secretary may accelerate the Note.

(e) The Secretary may exercise any other appropriate remedies or sanctions available by law or regulation applicable to the assistance provided under this Contract, or may institute any other action available under law to recover Guaranteed Loan Funds or to reimburse the Secretary for any payment under the Secretary's Guarantee or any reasonable expenses incurred by the Secretary as a result of the Default.

(f) All notices and submissions provided for hereunder shall be in writing (including by telex, telecopier or any other form of facsimile communication) and mailed or sent or delivered, as to each party hereto, at its address set forth below or at such other address as shall be designated by such party in a written notice to the other party hereto. All such notices and other communications shall be effective when received as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by mail, upon the earlier of the date of receipt or five Business Days after deposit in the mail, postage prepaid; (iii) if sent by telex, upon receipt by the sender of an answer back; and (iv) if sent by telecopier, upon receipt.

The Secretary:

U.S. Dept. of Housing and Urban Development
Attention: Paul Webster, Director
Financial Management Division
451 7th Street, SW, Room 7180
Washington, DC 20410

Borrower:

Miami-Dade County, Florida
Office of Community and Economic Development
140 West Flagler Street
Miami, Florida 33130

13. **Limited Liability.** Notwithstanding any other provision of this Contract, the Fiscal Agency/Trust Agreements or the Note, any recovery against the Borrower for any liability for amounts due pursuant to the Note, the Fiscal Agency/Trust Agreements or this Contract shall be limited to the sources of security pledged in paragraph 5 or any Special Conditions of this Contract. Neither the general credit nor the taxing power of the Borrower, or of

the State in which the Borrower is located, is pledged for any payment due under the Note, the Contract, or the Fiscal Agency/Trust Agreements.

14. **Incorporated Grant Agreement.** The Contract and the Note are hereby incorporated in and made a part of the Grant Agreement authorized by the Secretary on March 12, 1999, under the Funding Approval for grant number B-99-UC-26-0006 to the Borrower. In carrying out activities with the Guaranteed Loan Funds hereunder, the Borrower agrees to comply with the Act and 24 CFR Part 570, as provided in Subpart M thereof.

15. **Special Conditions and Modifications:**

- (a) Paragraph 5(c) of the Contract is amended by deleting the paragraph as written in its entirety and substituting therefor the following:

"(c) Other security, including, but not limited to, all rights of the Borrower (but none of the obligations of the Borrower) in and to the 'Security Documents' (as defined in paragraph 15(d) hereof) and to the collateral described therein. If necessary to provide the Secretary with a valid security interest in such other security, the Borrower shall execute a security agreement (the 'Borrower Security Agreement'), which Borrower Security Agreement shall be in a form acceptable to the Secretary."

- (b) Guaranteed Loan Funds shall be used by the Borrower to finance loans (individually, a "Business Loan") to one or more for-profit businesses (individually, a "Business Borrower") pursuant to 24 CFR 570.703(i) and 570.203.

- (c) Each Business Loan, shall be evidenced by a promissory note (individually, the "Business Note" and, collectively, the "Business Notes") and a loan agreement (the "Business Loan Agreement"). The Business Note and Business Loan Agreement shall contain such provisions as the Secretary deems necessary. The amount of principal and/or interest payable under the Business Notes during the twelve month period beginning July 1 of each year and ending on June 30 of the next succeeding year shall be equal to or greater than the amount of principal and/or interest payable under the Notes for the corresponding period. No Business Note shall be subject to redemption or prepayment earlier than the earliest possible redemption date under the terms of the Notes. The Business Loan shall be fully secured by one or more of the following forms of

collateral (collectively, the "Collateral").

(i) A lien on real property (the "Real Property"), established through an appropriate and properly recorded mortgage (the "Business Mortgage"). The Business Mortgage shall contain such provisions as the Secretary deems necessary. The Business Mortgage may be subordinated to another lien on the property; provided, however, that the principal amount of the Business Loan secured by the Real Property shall not exceed an amount equal to 80 percent of the "as improved" appraised market value, less the outstanding balance on other indebtedness secured by a mortgage lien of senior or equal priority on the Real Property.

(ii) A security interest (collectively referred to as the "Security Interests") in machinery and equipment ("M&E"), accounts receivable, inventory, and other items of personal property (collectively, the "Personal Property"). The Security Interests may be subordinated to another lien; provided, however, that the principal amount of the Business Loan secured by the Personal Property shall not exceed an amount determined as follows:

(A) in the case of used M&E, not more than 90 percent of the appraised net liquidation value, less the outstanding balance of other indebtedness secured by a senior security interest in such M&E; and

(B) in the case of new M&E, not more than 80 percent of the cost thereof (including installation), less the outstanding balance of other indebtedness secured by a senior security interest in such M&E; and

(C) in the case of accounts receivable, not more than 80 percent of the average of the ending balances of the last three (3) years of accounts receivable, less the outstanding balance of other indebtedness secured by a senior security interest in said accounts receivable; and

(D) in the case of inventory, not more than 50 percent of the average of the ending inventory balances of the last three (3) years, less the outstanding balance of other indebtedness secured by a senior security interest in said inventory.

The Security Interests shall be granted pursuant to an appropriate security agreement (the

"Security Agreement"), which Security Agreement also shall be referenced in appropriate Uniform Commercial Code Financing Statements filed in accordance with the Uniform Commercial Code. The Security Agreement and such Uniform Commercial Code Financing Statements shall contain such provisions as the Secretary deems necessary.

- (iii) Any and all rights, titles, and interests of the Business Borrower to any leases covering the Real Property. Such rights, titles, and interests shall be the subject of an appropriate and properly recorded collateral assignment of leases and rents (the "Collateral Assignment of Leases and Rents"). The Collateral Assignment of Leases and Rents shall be in a form acceptable to the Secretary;
 - (iv) Any and all rights, titles, and interests of the Business Borrower in any loan or debt service reserve accounts established for the purpose of securing the Business Loan. Such rights, titles, and interests shall be the subject of a collateral assignment of interest in loan or debt service reserve accounts (the "Collateral Assignment of Interest in Loan or Debt Service Reserve Accounts"). The Collateral Assignment of Interest in Loan or Debt Service Reserve Accounts shall be in a form acceptable to the Secretary.
 - (v) Such other alternative collateral or security arrangements as may be requested by the Borrower and approved by the Secretary in writing.
- (d) The Borrower shall select a financial institution acceptable to the Secretary (the "Custodian") to act as custodian for the documents specified in paragraphs 15(e) below (the "Security Documents"). The Borrower and the Custodian shall enter into a written agreement containing such provisions as the Secretary deems necessary. A fully executed copy of such agreement, with original signatures, shall be forwarded to the Secretary contemporaneously with the delivery of documents pursuant to paragraph 15(e) below.
- (e) Not later than five (5) business days after disbursement by the Borrower of Guaranteed Loan Funds to a Business Borrower, the Borrower shall deliver to the Custodian the following (as applicable to that activity):
- (i) The original Business Note endorsed in blank and without recourse.

- (ii) The original Business Loan Agreement, and an assignment thereof to the Secretary, which assignment shall be in a form acceptable to the Secretary.
- (iii) The original recorded Business Mortgage signed by the Business Borrower and an assignment thereof to the Secretary, in a recordable form but unrecorded, which assignment shall be in a form acceptable to the Secretary.
- (iv) The original Collateral Assignment of Leases and Rents and an assignment thereof to the Secretary, in a recordable form but unrecorded, which assignment shall be in a form acceptable to the Secretary.
- (v) The original Security Agreement and an assignment thereof to the Secretary, which assignment shall be in a form acceptable to the Secretary.
- (vi) The original Collateral Assignment of Interest in Loan or Debt Service Reserve Accounts.
- (vii) If Guaranteed Loan Funds are used to acquire real property, an appraisal of the fee simple ownership interest in the Property. The appraisal shall be completed by an appraiser who is certified by the state and has a professional designation (such as "SRA" or "MAI"), and shall conform to the standards of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA").
- (viii) If Guaranteed Loan Funds are used to acquire used M&E, an appraisal of its net liquidation value.
- (ix) A mortgagee title policy, issued by a company and in a form acceptable to the Secretary, naming the Borrower as the insured party. The policy must ~~either include in the definition of the "insured"~~ each successor in ownership of the indebtedness secured by the Mortgage or be accompanied by an endorsement of the policy to the Secretary.
- (x) A certified survey with a legal description conforming to the title policy and the Business Mortgage.
- (xi) An opinion of Borrower's counsel, addressed to the Secretary and on its letterhead, that:
 - (A) the Business Borrower is a [corporation, partnership, etc.] duly organized, validly

existing, and in good standing under the laws of the state of Florida;

(B) the Business Note has been duly executed and delivered by an authorized party and is a valid and binding obligation of the Obligor, enforceable in accordance with its terms, except as limited by bankruptcy and similar laws affecting creditors generally; and

(C) the instruments specified in (ii) through (xi) above are valid and legally binding obligations, enforceable in accordance with their respective terms.

(xii) Any instruments, documents, agreements, and legal opinions required pursuant to paragraphs 15(c)(v).

(f) The Borrower covenants that it shall:

(i) ensure the diligent performance of the usual and customary functions related to the servicing of the Business Notes; and

(ii) promptly perfect the Security Interests by filing a financing statement in accordance with the requirements of the Uniform Commercial Code and shall file such additional statements as are necessary to maintain the perfected Security Interests.

(g) The Borrower shall promptly notify the Secretary in writing whenever an event which constitutes a default (an "Event of Default") under (and as defined in) any of the Security Documents pertaining to a Business Loan has occurred and has continued unremedied for a period of 90 days after such occurrence. Such Business Loan shall be hereinafter referred to as the "Nonperforming Business Loan." However, if a Debt Service Reserve Fund has been established by the Borrower in an amount sufficient to satisfy at least one year's debt service to HUD on the Nonperforming Business Loan(s) at the date that the loan(s) become nonperforming, the Borrower shall have an additional year prior to the required notification to remedy the default. Notification of a Nonperforming Business Loan shall be delivered to the Secretary as directed in paragraph (12)(f) above.

The Borrower shall within 60 days of such notification take one of the following actions:

(i) The Borrower may replace the Nonperforming Business Loan with another, performing loan (the

"Replacement Loan") which meets the security requirements specified in paragraph 15(c). Such replacement shall be effected by delivery to the Custodian of the Security Documents that would be delivered if the Replacement Loan were made from Guaranteed Loan Funds. If the payments of principal and interest on the Replacement Loan are insufficient to satisfy the payments that are due on the Nonperforming Business Loan, the Borrower shall purchase Government Obligations that mature and bear interest at times and in amounts sufficient, together with payments due on the Replacement Loan, to pay when due the principal and interest to become due on the Nonperforming Business Loan. Such Government Obligations shall be deposited in the Loan Repayment Investment Account.

- (ii) If the Borrower elects not to replace a Nonperforming Business Loan, the Borrower shall purchase Government Obligations that mature and bear interest at times and in amounts sufficient to pay when due the principal and interest to become due on the Nonperforming Business Loan. (This action shall be required only with respect to Nonperforming Business Loans that have not been replaced as provided under (i) above.) Such Government Obligations shall be deposited in the Loan Repayment Investment Account.

- (h) Paragraph 12 is amended by adding at the end thereof the following language:

- "(f) The Secretary may complete the endorsement of the Business Notes and record the assignments referred to in paragraph 15(e), and thereby effectuate the transfer of the documents referenced and underlying indebtedness from the Borrower to the Secretary or the Secretary's assignee.

- "(g) The Secretary may exercise or enforce any and all other rights or remedies (including any and all rights and remedies available to a secured party under the Uniform Commercial Code) available by law or agreement (including any of the Security Documents, as defined in paragraph 15(d)) against the Borrower, against the Business Borrower, or against any other person or property."

- (i) The Grant Agreement, of even date herewith for grant number B-99-ED-12-0024 to the Borrower for \$2,000,000 in EDI Grant Funds is hereby incorporated in this Contract and made a part hereof.

IN WITNESS WHEREOF, the undersigned, as authorized officials on behalf of the Borrower or the Secretary, have executed this Contract for Loan Guarantee Assistance, which shall be effective as of the date of execution hereof on behalf of the Secretary.

Miami-Dade County, Florida
BORROWER

ATTEST:

Jacqueline Mills
(Name)

Sr. Executive Secretary
(Title)

Jacqueline Mills
(Signature)

BY: Steve Shiver
(Name)

County Manager
(Title)

[Signature]
(Signature)

April 6, 2001
(Date)

SECRETARY OF HOUSING AND URBAN
DEVELOPMENT

for

BY: Donna M. Abbenante
(Name)

General Deputy Assistant Secretary
for Community Planning and Development
(Title)

[Signature]
(Signature)

AUG - 8 2001
(Date)

ATTACHMENT 3

Legal Description of Real Property

[Borrower shall insert legal description]



**U.S. Department of Housing and Urban Development
Community Planning and Development Division
Region IV, Miami Field Office
Brickell Plaza Federal Building
909 SE First Avenue, Room 500
Miami, FL 33131-3042**

March 2, 2018

Mr. Michael Liu
Director
Public Housing and Community Development
Miami-Dade County
701 NW 1st Court, 16th Floor
Miami, FL 33136-3914

**Subject: Request to extend 5-Year Consolidated Plan Cycle (FY 2013-2017)
Miami Dade County**

Dear Mr. Liu:

This is in response to the county's correspondences received on December 11, 2017 and January 29, 2018 respectively, requesting to extend Miami Dade County's Consolidated Plan FY 2013-2017 cycle through September 30, 2019 cycle in order to align with the county's Public Housing Agency (PHA) plan.

As Per 24 CFR 91.15 (b)(3), "A jurisdiction may make amendments that extend the time period covered by their plan if agreed upon by HUD".

Please note that in order to change the county's January 1st program year start date to October 1st its anticipated that with this change, the county's 2019 program year would be extended to end on September 30, 2019. The 2020 Program Year would begin on October 1, 2019 and end on September 30, 2020.

In accordance with 24 CFR 91.10, the county must notify HUD in writing its desire to shorten or lengthen its program year to change the beginning date of the following program year, at least two months before the date the program year would have ended if it had not been lengthened or at least two months before the end of a proposed shorten program year.

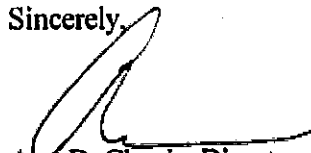
The county is reminded that certain deadlines would be altered (the county's Action Plan would be due on August 16th, in accordance with 24 CFR Part 91.15(a) and the Consolidated Annual Performance and Evaluation Report (CAPER) shall be submitted to HUD within 90 days after the close of the county's program year, as represented in 24 CFR Part 91.520 (b) beginning in 2019). Please also be aware that the county's CDBG program administration and public service cost limitations of 20 percent and 15 percent, respectively, remain in effect.

In addition, in most cases, grant funding for the county's Program Year will have already been allocated by the October 1st start date, which will allow the county a greater period of time after funding to satisfy HUD's maximum 1.50 timeliness requirement which will be conducted on July 31st, 2019.

Based on the information provided, our office is hereby granting the county's request to extend the time period covered by its current Consolidated Plan through September 30, 2019. The county's formal request to change its program year start date must be submitted to our office at least two months before the program year ends.

This office is available to assist you in any way possible. If you have any questions regarding this correspondence, or any other program matter, please do not hesitate to contact Ms. Jill Smolen, Senior Community Planning and Development Representative at (305) 520-5023 or via email at Jill.C.Smolen@hud.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ann D. Chavis', with a stylized flourish extending to the right.

Ann D. Chavis, Director
Community Planning and Development Division

cc: Lisa Bustamante, Program Manager, US HUD

Miami-Dade County Conditional Loan Commitment

Date

To:

Re:

Dear Developer:

We are pleased to advise you that on _____ the Board of County Commissioners (BCC) approved a Conditional Loan Commitment for development activity at the above-listed property (the "Property"). The loan is conditionally committed for the payment of hard construction costs as a portion of the development costs to [construct the affordable housing units // describe construction or rehabilitation to be done] on the Property. This Conditional Loan Commitment is made based upon the application submitted by Borrower in response to [FY ____ Request for Applications // describe borrower's application] for HOME or CDBG funds, as outlined in the Miami-Dade County Fiscal Year 2018 and any applicable prior years' Action Plan(s), and is subject to the following terms and conditions:

Borrower:

Project:

Loan Amount: The loan amount of not-to-exceed \$ _____ is the amount approved by the BCC in Resolution No. _____ and includes all terms and conditions of such BCC approval, including project scope, activity type and, for federal funds, national objective to be achieved (the "Loan"). The loan amount may be decreased as determined by the Mayor or the Mayor's designee, based on the information and documentation provided by Developer

Conditions: The Loan is conditioned upon the terms, conditions and requirements set forth below (the "Conditions"). The County shall not issue a final unconditional loan commitment, enter into a funding contract, close on the Loan or disburse the Loan funds until all the Conditions are met.

Collateral: Upon satisfaction of the Conditions, Miami-Dade County (County) and Borrower will enter into a funding contract and loan agreement. The Loan shall be evidenced by a promissory note and secured by a construction/permanent mortgage with assignment of leases and rents, a collateral assignment of leases and rents, a collateral assignment of construction documents, a rental regulatory agreement (where applicable), and any other security or collateral as deemed appropriate by the Mayor or Mayor's designee, in his or her sole discretion, with approval of the County Attorney's Office. Borrower shall additionally be required to provide the County with an environmental indemnification agreement, a UCC-1, title affidavit, partnership affidavit (if applicable), corporate resolution approving the loan documents, opinion of counsel, certification of borrower to borrower's counsel, and title

policy making the County an insured. The Collateral shall be determined based upon financial feasibility and subsidy layering underwriting to be performed by County staff in an internal process and by an independent underwriter and paid for by Borrower ("Underwriting") following review of a current title search. Additional forms of security may be required if liens, encumbrances, restrictions or covenants exist on the Property which the Mayor or Mayor's designee determines, in his or her sole discretion, threaten the County's Collateral. The Mayor or Mayor's designee shall determine, in his or her sole discretion and in consultation with the County Attorney's Office, whether the Collateral provided by Borrower is sufficient to close and disburse the Loan.

Interest Rate: Loan terms, including the interest rate, are those set forth in the FY 2018 Request for Applications (RFA), or as modified prior to closing by the Mayor or Mayor's designee in accordance with the results of Underwriting: 0% during construction, years 1-2 and 0.5% - 1% P&I payments in years 3-30.

Repayable: There will be no penalty for prepayment of the Loan (payment of Loan balance before the end of the repayment term). Repayment terms are those set forth in the FY 2018 RFA, on pages 29-30 for HOME funds, or as modified prior to closing by the Mayor or Mayor's designee in accordance with the results of Underwriting. The prepayment of any Loan shall not affect the term of affordability set forth in the Rental Regulatory Agreement or in any of the other Loan Documents.

Term: The Loan will be for the period of time set forth in the FY 2018 RFA, on pages 29-30 for HOME funds or, as it may be modified prior to closing by the Mayor or Mayor's designee in accordance with the results of Underwriting.

Conditions:

1. Underwriting, as explained above, shall include a financial feasibility review, subsidy layering review, and credit review. Underwriting is performed to protect the County's scarce affordable housing funds and is performed to ensure that the Project has sufficient financing to be completed timely and that the Project is not over-subsidized, meaning the Loan is not needed or the Loan Amount is too high. The County reserves the right to reduce the Loan Amount subject to Underwriting. The County further reserves the right to refuse to issue a final, unconditional loan commitment to Borrower or to enter into a contract for the Loan or to close on the Loan in the event that Underwriting determines that the project is financially unfeasible or otherwise is unfeasible. The costs of Underwriting are to be paid by Borrower.
2. Borrower must prove control of the Property through purchase or lease, as evidenced by a deed or lease and recorded memorandum of lease in Borrower's name. Absence of any threat of foreclosure, taking by eminent domain, or pending bankruptcy are additionally required.
3. Borrower must provide the County with written financing commitments showing committed financing for the entire Development Cost of the Project, including any gaps between the Loan and the overall costs to develop the Project. The Development Cost of the Project means the total cost of completing the entire Project, from acquisition to the issuance of Certificate of Occupancy, including but not limited to the costs for acquisition, design and planning, zoning and variances, financing costs, legal costs, construction, and permitting. In the event of a dispute as to what amount constitutes the actual Development Cost, Borrower and County will use the amount determined by Underwriting to be the Development Cost.
4. Conformance of the Project and design with the application submitted in the RFA unless changes are approved by the Mayor or Mayor's designee.
5. Complete plans and specifications of the Project.
6. Payment and performance bond in the amount of the entire construction budget or otherwise in conformance with applicable law. Where a payment and performance bond is not required by law, the Mayor or Mayor's designee may alternatively accept – at the Mayor or Mayor's designee's sole discretion – a letter of credit in an amount acceptable to the Mayor or Mayor's designee.



Conditional Loan Commitment
Page 3

7. Appraisal of the Property showing that the value of the Project and Property, when completed, exceeds the total amount of debt from all sources to be secured by the Project, unless waived by the Mayor or Mayor's designee.
8. A Phase I environmental report requiring no further action.
9. Such other conditions which are customary and reasonable for a loan of this nature, such as adhering to all Federal, State and local regulations, ordinances, codes and standards.
10. Compliance with Resolution No. R-346-15, establishing a maximum total development cost per unit.
11. Meeting all requirements of the State Housing Initiatives Partnership ("SHIP"), Community Development Block Grant ("CDBG"), Documentary Surtax or Home Investment Partnerships Program ("HOME") program, as applicable depending upon the funding source of the Loan, and County resolutions and ordinances governing affordable housing development.
12. Meeting all requirements of the SHIP, CDBG, Documentary Surtax or HOME program, as applicable depending upon the funding source of the Loan.
13. Compliance with Resolution No. R-346-15, establishing a maximum total development cost per unit; and, where applicable, Resolution No. R-343-15, establishing a maximum amount of total development costs that may be paid with Documentary Surtax funds. The Loan, if HOME funds, may only be used for the development of affordable housing for residents with household incomes not greater than 80% of AMI.

This Conditional Loan Commitment will expire in six (6) months if not extended by Miami-Dade County. An extension of this Conditional Loan Commitment may be granted at the sole and absolute discretion of Miami-Dade County. Any extension granted will be contingent upon compliance with and in accordance with Resolutions No. R-165-13 and/or R-232-14, as applicable and must be signed by the Mayor or Mayor's Designee to be valid. If the loan does not close prior to the expiration or extension of this Conditional Loan Commitment, the funds will be subject to recapture and allocated to other projects. This Conditional Loan Commitment is not assignable. This Conditional Loan Commitment is the sole and complete agreement between the parties as to the terms of the Loan described herein. The terms of this Conditional Loan Commitment may only be changed in writing in a document signed by the Mayor or the Mayor's designee. No representations, written or verbal, of Miami-Dade County employees, or others purporting to act on behalf of Miami-Dade County, may change the terms of this Commitment.

Miami-Dade County wishes to thank you for your project and the opportunity to provide financing for this development, and we look forward to closing this transaction.

Sincerely,

Miami-Dade County

Carlos A. Gimenez, Mayor

Date: _____

c: Maurice L. Kemp, Deputy Mayor

Approved as to Form and Legal Sufficiency

Assistant County Attorney

Date _____

DUE DILIGENCE REVIEW AND MINIMUM THRESHOLD REPORT – EXHIBIT 8

All projects must meet certain threshold criteria, such as proposing an eligible activity that would meet a HUD national objective or scoring a minimum of 70 points, to be considered for funding. In order to be compliant with Resolution No. R-630-13, Public Housing and Community Development (PHCD) staff conducted a comprehensive due diligence search and review on all seventy-two Request for Applications (RFAs) that were submitted to the Department on January 29, 2018. Additionally, all activities must receive an Environmental Clearance Review prior to being funded.

Of the 72 RFAs submitted, four were removed from consideration after consultation with the County Attorney's Office for the following reasons:

a.) RFA applications #18-49 and #18-50, submitted by Model City Advisory Board Community Development Corporation and American Workforce Network Community Development Corporation, respectively, were submitted under the Special Economic Development category which was not solicited as available for funding under this RFA, and;

b.) RFA applications #18-62 and #18-68, submitted by Lincoln Memorial and Inn Da House, Inc., respectively, had significant omissions in documentation and threshold requirements. These organizations were contacted via phone and e-mail to detail the information that was missing from their submissions and to give them time to "cure" the omissions by submitting the missing documentation. Both organizations declined and/or did not have the documentation needed to submit a complete application.

Liens

#18-32 through 36, Assistance to the Elderly, Inc. has an outstanding construction lien
#18-51, Carrfour Supportive Housing, Inc. has an outstanding contractor lien
#18-54, Curley's House of Style, Inc. has an outstanding contractor lien

Not Listed in Sunbiz or Inactive Status in Sunbiz

#18-58, Heritage Yacht Tours and Marine Academy is not listed in Sunbiz and none of the required documents were notarized in their RFA submission.

#18-60, Shear, Inc. is listed as inactive and dissolution filed in Sunbiz.

Prior Performance Issues

#18-29, Opa-Locka Community Development Corp., is not recommended for Home Investment Partnerships (HOME) Program funding for their 128th Street Development submission due to prior performance issues.

Missing Prior Year Audited Financial Statements

Some of the RFA submissions were missing this documentation. If recommended for funding, each organization will need to produce their most recent audit and/or audited financial statements for review during contract negotiation and execution. Below is a list of all organizations not submitting their prior year's audit.

RFA Binder Number	Organization Name	Submitted Audit for FY 2016 or earlier
#18-1	The Optimist Foundation of Greater Goulds, Inc.	YES
#18-4	Josefa Perez de Castano Kidney Foundation, Inc.	YES
#18-5	Community Coalition of South Dade, Inc.	YES
#18-11	Camillus House, Inc.	YES
#18-25	Flowers Consulting, LLC	YES
#18-27	Dynamic Development Community Corporation	YES
#18-28	South Florida Puerto Rican Chamber of Commerce	YES
#18-37, 38 and 39	City of South Miami	YES
#18-42	Suited for Success, Inc.	YES
#18-43	Latinos United in Action Center, Inc.	YES
#18-44	Abundant Life Christian Learning Center	YES
#18-58	Heritage Yacht Tours and Marine Academy	YES
#18-59	St. John Village Homes II, LLC	YES
#18-60	Shear, Inc.	YES
#18-61	Luther James Cox CDC	YES
#18-66	The House of Refuge Empowerment Center, Inc.	YES
#18-67	Goulds Coalition of Ministers and Lay People, Inc.	YES
#18-72	Miami Urban Debate League	YES

There were no other Due Diligence issues found.

HOME AND CDBG CREDIT UNDERWRITING REPORT**FHDC**

30, interest only payments will be require at a rate of 0.75% from Development cash flow. The full principal balance will be due and payable at maturity.

Housing Credit Equity:

The Applicant will apply to FHFC to receive 4% Housing Credits directly from the U.S. Treasury in conjunction with tax exempt financing.

Based on an Investment Letter dated, August 18, 2017, RJTCF will provide HC equity as follows:

Syndication Contributions

Capital Contributions	Amount	Percentage of Total	When Due
1st Installment	\$1,024,751	15.00%	Closing
2nd Installment	\$683,167	10.00%	Construction Completion
3rd Installment	\$5,123,755	75.00%	Stabilization and \$100,000 held until receipt of 8609s
Total	\$6,831,673	100.00%	

Annual Credit Per Syndication Agreement	\$676,471
Calculated HC Exchange Rate	\$1.01
Limited Partner Ownership Percentage	99.99%
Proceeds Available During Construction	\$1,024,751

Deferred Developer Fee:

To balance the sources and uses of funds during the permanent phase, the Developer is required to defer 53.67% of the Developer Fee or \$1,483,330. Based on the 30 Year Pro Forma, in year 12, First Housing estimates an accumulative \$1,139,261 in cash flow to pay the Deferred Developer Fee of \$1,483,330, leaving a gap of \$344,069, that the County might consider funding.

HOME AND CDBG CREDIT UNDERWRITING REPORT

	2017	2018	2019	2020	2021	2022	2023	2024	2025
OPERATING PRO FORMA									
Gross Potential Rental Income	\$1,154,332	\$1,177,623	\$1,201,175	\$1,225,109	\$1,249,703	\$1,274,697	\$1,300,191	\$1,326,194	\$1,352,718
Other Income									
Ancillary Income	\$35,400	\$35,909	\$36,489	\$37,097	\$37,737	\$38,408	\$39,123	\$39,883	\$40,687
Washer/Dryer Rentals	\$3,390	\$34,038	\$34,739	\$35,434	\$36,142	\$36,865	\$37,603	\$38,355	\$39,122
Gross Potential Income	\$1,213,122	\$1,247,570	\$1,272,403	\$1,297,640	\$1,316,642	\$1,334,970	\$1,354,417	\$1,374,732	\$1,395,527
Less:									
Physical Vac. Loss	\$48,534	\$49,545	\$50,605	\$51,725	\$52,905	\$54,145	\$55,445	\$56,805	\$58,225
Collection Loss	\$12,134	\$13,178	\$14,264	\$15,394	\$16,568	\$17,786	\$19,048	\$20,355	\$21,708
Total Effective Gross Income	\$1,152,854	\$1,184,827	\$1,207,534	\$1,230,921	\$1,253,131	\$1,276,619	\$1,299,924	\$1,323,572	\$1,347,601
Fixed:									
Real Estate Taxes	\$130,795	\$134,719	\$138,700	\$142,739	\$147,831	\$152,977	\$158,176	\$163,428	\$168,734
Insurance	\$58,300	\$60,049	\$61,850	\$63,706	\$65,617	\$67,583	\$69,595	\$71,653	\$73,757
Variable:									
Management Fee	\$57,635	\$58,787	\$59,963	\$61,162	\$62,386	\$63,633	\$64,905	\$66,201	\$67,528
General and Administrative	\$46,400	\$48,672	\$50,982	\$53,332	\$55,722	\$58,151	\$60,620	\$63,128	\$65,675
Payroll Expenses	\$137,800	\$141,934	\$146,192	\$150,578	\$155,095	\$160,746	\$166,534	\$172,460	\$178,524
Utilities	\$68,900	\$70,957	\$73,066	\$75,229	\$77,448	\$79,724	\$82,057	\$84,446	\$86,890
Marketing and Advertising	\$1,550	\$1,730	\$1,911	\$2,096	\$2,283	\$2,472	\$2,664	\$2,858	\$3,054
Maintenance and Repairs/Rest Control	\$40,400	\$43,672	\$46,982	\$50,332	\$53,722	\$57,151	\$60,620	\$64,128	\$67,675
Grounds Maintenance and Landscaping	\$76,500	\$77,255	\$78,114	\$79,077	\$80,044	\$81,014	\$82,087	\$83,163	\$84,241
Contract Services	\$35,500	\$37,255	\$39,114	\$41,077	\$43,044	\$45,014	\$47,087	\$49,163	\$51,241
Reserve for Replacements	\$31,800	\$33,800	\$35,800	\$37,800	\$39,800	\$41,800	\$43,800	\$45,800	\$47,800
Total Expenses	\$625,680	\$646,520	\$668,665	\$691,992	\$715,734	\$740,008	\$764,711	\$789,849	\$815,421
Net Operating Income	\$527,174	\$538,307	\$538,869	\$538,929	\$540,979	\$542,611	\$544,217	\$545,723	\$547,179
Debt Service Payments									
First Mortgage - FHAMDC/United Bank	\$401,029	\$401,029	\$401,029	\$401,029	\$401,029	\$401,029	\$401,029	\$401,029	\$401,029
Second Mortgage - PHMD - HOME	\$35,876	\$35,876	\$35,876	\$35,876	\$35,876	\$35,876	\$35,876	\$35,876	\$35,876
Third Mortgage - PHMD - CDBG	\$2,730	\$2,730	\$2,730	\$2,730	\$2,730	\$2,730	\$2,730	\$2,730	\$2,730
FHMD/CDBG Fee and Compliance Fee	\$24,534	\$24,535	\$24,535	\$24,535	\$24,535	\$24,535	\$24,535	\$24,535	\$24,535
Total Debt Service Payments	\$464,169	\$464,170	\$464,169	\$464,169	\$464,169	\$464,169	\$464,169	\$464,169	\$464,169
Cash Flow after Debt Service	\$62,995	\$74,137	\$74,700	\$74,760	\$76,850	\$78,576	\$80,048	\$81,554	\$82,758
Debt Service Coverage Ratios									
DSC - First Mortgage plus Fees	1.24	1.25	1.27	1.28	1.30	1.31	1.32	1.34	1.36
DSC - First & Second Mortgage plus Fees	1.14	1.16	1.17	1.18	1.19	1.21	1.22	1.23	1.25
DSC - First, Second, & Third Mortgage plus Fees	1.14	1.15	1.16	1.17	1.19	1.20	1.21	1.23	1.25
Financial Ratios									
Operating Expense Ratio	54.28%	54.68%	55.09%	55.50%	55.92%	56.35%	56.78%	57.21%	57.65%
Break-even Economic Occupancy Ratio (all debt)	90.07%	89.65%	89.33%	88.97%	88.64%	88.30%	87.95%	87.59%	87.23%

Issues and Concerns:

1. Jorge and Awilda Lopez, Leon J. Wolfe, and Mara S. Mades each provided an executed Statement of Financial and Credit Affairs that indicates over the past ten years, affiliates of The Cornerstone Group have restructured, modified the terms, or satisfied ten loans outside the original terms and conditions in order to avoid foreclosure or legal proceedings.

Mitigating Factor: The Cornerstone Group has had recent success in obtaining financing from multiple sources including traditional lenders and public subsidy providers to complete twelve affordable housing communities in the past five years and successfully refinanced 28 properties. The Cornerstone Group expects to complete an additional three affordable housing communities within the current year.

2. AmeriNat concludes the Developer will likely be required to permanently defer \$1,188,837 of developer fee, which is an amount greater than the cumulative cash flow over the first twelve years of operations. According to an operating pro forma analysis prepared by AmeriNat, cash flow of \$1,118,505 is available to pay the deferred developer fee leaving \$70,332 unpaid. If the Development is unable to repay the deferred developer fee within the tax credit compliance period, the partnership may be subject to tax credit recapture.

Mitigating Factor: Any risk associated with any tax credit recapture is assumed by the Development team. The Guarantors collectively have sufficient financial capacity to make a loan to the partnership, if needed, at the 14 year mark to fully mitigate the risk.

3. A Phase II ESA dated January 29, 2016 was performed by Hydrologic Associates U.S.A., Inc. Groundwater samples determined there were arsenic concentrations in the soil above the cleanup target levels as established by the Florida Department of Environmental Protection. HAI recommends the Miami-Dade County DERM be notified of this issue and that a No Further Action with Conditions ("NFAC") should be sought for the site. The SAR will fully delineate groundwater impacts at the subject site to have a better understanding of the alternatives available to address the observed elevated arsenic concentrations in the groundwater. The SMP will describe the procedures to properly handle the impacted soil that may be encountered during the redevelopment of the subject site. The ECP will incorporate a combination of a two-foot layer of clean soil (comprised of the existing and imported clean fill material), impervious surfaces such as asphalt and concrete pavement, and building structures to eliminate or reduce the exposure of the arsenic impacted soil to the general public. The engineering controls would also reduce or eliminate runoff from the contaminated surface soil and thus reduce the spread of the contamination.

Mitigating Factor: In order to achieve the NFAC, HAI completed a Site Assessment Report, developed a Soil Management Plan and an Engineering Control and Maintenance Plan as part of the site redevelopment activities.

Waiver Requests:

None

Special Conditions:

1. Receipt of mortgage satisfactions for Tuscany Place Associates, Ltd., Villa Esperanza Associates, Ltd., and Villa Hermosa, Ltd. from Miami-Dade County or any other documentation in form and substance acceptable to Florida Housing and its Servicer to ensure the full commitment of Miami-Dade County funding to the Applicant as underwritten herein is a condition precedent to closing.

SURTAX CREDIT UNDERWRITING REPORT

Exhibit 1
Centerra
30 Year Operating Pro forma

OPERATING PRO FORMA									
Gross Potential Rental Income	\$1,229,820	\$1,254,416	\$1,279,905	\$1,305,095	\$1,331,197	\$1,357,821	\$1,384,977	\$1,412,677	\$1,440,930
Other Income									
Miscellaneous	\$18,720	\$19,094	\$19,476	\$19,866	\$20,263	\$20,668	\$21,082	\$21,503	\$21,933
Washer/Dryer Rentals	\$47,736	\$48,691	\$49,665	\$50,658	\$51,671	\$52,704	\$53,758	\$54,834	\$55,930
Gross Potential Income	\$1,296,276	\$1,322,202	\$1,348,646	\$1,375,618	\$1,403,131	\$1,431,193	\$1,459,817	\$1,489,014	\$1,518,794
Less:									
Physical Vac. Loss	\$51,951	\$52,888	\$53,846	\$54,825	\$55,825	\$56,845	\$57,886	\$58,947	\$60,026
Collection Loss	\$12,963	\$13,272	\$13,486	\$13,756	\$14,031	\$14,312	\$14,598	\$14,890	\$15,188
Percentage: 4.00%									
Percentage: 1.00%									
Total Effective Gross Income	\$1,231,462	\$1,256,041	\$1,281,213	\$1,306,838	\$1,332,874	\$1,359,634	\$1,386,826	\$1,414,563	\$1,442,854
Flxed:									
Real Estate Taxes	\$139,311	\$143,490	\$147,795	\$152,229	\$156,796	\$161,500	\$166,345	\$171,335	\$176,475
Insurance	\$49,400	\$50,882	\$52,408	\$53,981	\$55,600	\$57,268	\$58,985	\$60,756	\$62,578
Variable:									
Management Fee	\$61,573	\$62,805	\$64,061	\$65,342	\$66,649	\$67,982	\$69,341	\$70,728	\$72,143
General and Administrative	\$46,800	\$48,204	\$49,650	\$51,140	\$52,674	\$54,254	\$55,882	\$57,558	\$59,285
Payroll Expenses	\$135,200	\$139,256	\$143,434	\$147,737	\$152,169	\$156,734	\$161,436	\$166,279	\$171,267
Utilities	\$37,200	\$38,916	\$40,683	\$42,504	\$44,379	\$46,310	\$48,300	\$50,349	\$52,459
Marketing and Advertising	\$7,280	\$7,498	\$7,723	\$7,955	\$8,194	\$8,440	\$8,693	\$8,953	\$9,222
Maintenance and Repairs/ Pest Control	\$41,600	\$42,848	\$44,133	\$45,457	\$46,821	\$48,226	\$49,673	\$51,165	\$52,698
Grounds Maintenance and Landscaping	\$23,400	\$24,102	\$24,825	\$25,570	\$26,337	\$27,127	\$27,941	\$28,779	\$29,642
Contract Services	\$23,400	\$24,102	\$24,825	\$25,570	\$26,337	\$27,127	\$27,941	\$28,779	\$29,642
Security	\$46,800	\$48,204	\$49,650	\$51,140	\$52,674	\$54,254	\$55,882	\$57,558	\$59,285
Reserve for Replacements	\$31,200	\$31,200	\$31,200	\$31,200	\$31,200	\$31,200	\$31,200	\$31,200	\$31,200
Total Expenses	\$663,164	\$681,597	\$700,388	\$719,824	\$739,829	\$760,421	\$781,618	\$803,437	\$825,897
Net Operating Income	\$568,298	\$574,594	\$580,825	\$587,014	\$593,145	\$599,213	\$605,208	\$611,125	\$616,957
Debt Service Payments									
First Mortgage - MARR	\$433,300	\$433,300	\$433,300	\$433,300	\$433,300	\$433,300	\$433,300	\$433,300	\$433,300
Second Mortgage - HOME	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Third Mortgage - FY2016 Surtax	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000
Fourth Mortgage -	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Fifth Mortgage -	\$20,243	\$20,243	\$20,243	\$20,243	\$20,243	\$20,243	\$20,243	\$20,243	\$20,243
MARR & HOME PLS	\$17,360	\$17,360	\$17,360	\$17,360	\$17,360	\$17,360	\$17,360	\$17,360	\$17,360
MARR/HOME CM Fee	\$3,923	\$3,923	\$3,923	\$3,923	\$3,923	\$3,923	\$3,923	\$3,923	\$3,923
Total Debt Service Payments	\$508,326	\$508,326	\$508,326	\$508,326	\$508,326	\$508,326	\$508,326	\$508,326	\$508,326
Cash Flow after Debt Service	\$59,972	\$66,258	\$72,499	\$78,688	\$84,820	\$90,887	\$96,883	\$102,800	\$108,631
Debt Service Coverage Ratios									
DSC - First Mortgage	1.31	1.33	1.34	1.35	1.37	1.38	1.40	1.41	1.42
DSC - First and Second Mortgage	1.31	1.33	1.34	1.35	1.37	1.38	1.40	1.41	1.42
DSC - First, Second, and Third Mortgage	1.24	1.25	1.26	1.28	1.29	1.30	1.32	1.33	1.34
DSC - First, Second, Third, and Fourth Mortgage	1.22	1.23	1.24	1.26	1.27	1.28	1.30	1.31	1.32
DSC - First, Second, Third, Fourth and Fifth Mortgage	1.17	1.18	1.19	1.21	1.22	1.23	1.24	1.25	1.26
DSC - All Mortgages and Fees	1.12	1.13	1.14	1.15	1.17	1.18	1.19	1.20	1.21
Financial Ratios									
Operating Expense Ratio	53.85%	54.26%	54.67%	55.08%	55.49%	55.93%	56.36%	56.80%	57.24%
Break-even Economic Occupancy Ratio (all debt)	96.37%	99.99%	89.62%	88.95%	88.55%	88.36%	88.10%	87.85%	87.61%