

MEMORANDUM

Agenda Item No. 8(K)(1)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: January 22, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution awarding up to
\$1,645,000.00 of Documentary
Stamp Surtax funds to RLI
Beneficial Development 11,
LLC/Metro Investors, Inc., for
development of Metro South
Senior Apartments project
Resolution No. R-46-14

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.



R. A. Cuevas, Jr.
County Attorney

RAC/smm

Date: January 22, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor



Subject: Request for Authority to Expend Documentary Stamp Surtax Funds for RLI Beneficial Development 11, LLC –Metro South Senior Apartments 2013 Project

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or County Mayor's designee to award and expend up to \$1,645,000.00 of Documentary Stamp Surtax (Surtax) funds to RLI Beneficial Development 11, LLC for development of the Metro South Senior Apartments project that applied in the FY 2013 Consolidated Request for Applications (RFA) process. It is also recommended that the Board authorize the County Mayor or County Mayor's designee to execute all conditional loan commitments, contracts, agreements, and amendments necessary to carry out the project and authorize the County Mayor or County Mayor's designee to exercise the cancellation provisions contained therein.

Scope

Exhibit I, reflects the proposed funding recommendation for the next in-line Surtax project RLI Beneficial Development 11, LLC (Metro South Senior Apartments). The project is located in the City of South Miami in Commission District 7, represented by Commissioner Xavier L. Suarez.

Fiscal Impact/Funding Source

The County receives Documentary Stamp Surtax funds via monthly allocations for the purpose of increasing the development of affordable housing. Approval of this resolution will not create a fiscal impact to Miami-Dade County.

Track Record/Monitoring

The project will be monitored by Gregg Fortner, Executive Director, Public Housing and Community Development (Department).

Background

On October 12, 2012, RLI Beneficial applied for funding in the FY 2013 Consolidated RFA process for Surtax funding in the amount of \$1,645,000.00 for the Metro South Senior Apartments development. On October 23, 2012, Seltzer Management Group, Inc. conducted a preliminary feasibility review and determined that the project only needed \$765,175.00 in gap funding. On December 18, 2012, the Department recommended and the Board approved Resolution No. R-1063-12 (Attachment A) to certain time sensitive nine percent (9%) Low Income Housing Tax Credit projects and noted that an award of \$765,175.00 of Home Investment Partnerships Program (HOME) funds would be recommended in a subsequent item to the Board for the remaining affordable housing projects in the RFA.

Metro South Senior Apartments Limited Partnership sought rezoning of a portion of the subject property and was denied by the City of South Miami on December 4, 2012. At the December 18, 2012 meeting of the Miami-Dade County Board of County Commissioners, the Board approved the withdrawal of Item 11A16 (Legistar#122428), an allocation of one million dollars (\$1,000,000.00) from the Building Better Communities General Obligation Bond (GOB) Program Project No. 249- "Preservation of Affordable

Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners
Page 2

Housing Units and Expansion of Home Ownership to fund development of the elderly affordable housing component of Metro South Multi-Family Development in Commission District 7. On January 19, 2013, Metro South Senior Apartments demanded mediation under the Florida Land Use and Environmental Dispute Resolution Act and entered into mediation with the City of South Miami. On May 7, 2013, the Department recommended and the Board approved the remaining feasible projects for Surtax funds in Resolution No. R-355-13 (Attachment B). However, in Resolution No. R-355-13 the Metro South Senior Apartments 2013 project was determined by the department to be no longer feasible due to the City of South Miami Board action on December 4, 2012 and the Miami-Dade County Board BCC withdrawal of GOB funding on December 18, 2012 meeting.

On September 3, 2013, the City of South Miami approved Resolution No. 188-13-14006 (Attachment C), a settlement agreement between the City of South Miami and RLI Beneficial for the Metro Senior Apartments development. Accordingly, an agenda item has been reintroduced to approve the allocation of \$1 million from the GOB Program and will be considered at the Health and Human Services Committee (HHSC) on November 13, 2013. It is important to note that the preliminary feasibility review was performed more than one year ago (October 23, 2012) and construction costs, financing and other fees have increased since the preliminary analysis was completed. Therefore, this item seeks authority and approval to award and expend up to \$1,645,000.00 in Surtax funds for development of the Metro South Senior Apartments 2013 project, which is next in-line. However, the final funding amount shall be conditioned upon a full feasibility and credit underwriting analysis. The underwriting report shall determine the actual gap amount needed to complete the project; and, no funds shall be released to RLI Beneficial and/or Metro Senior Apartments project until such determination has been recommended by the third party credit underwriter and prior to the financial closing transaction. By awarding up to \$1,645,000.00, the item gives the County Mayor or County Mayor's designee the flexibility to award and expend funds, allowing the project to move forward without any further delays.

Attachments



Russell Benford, Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: January 22, 2014

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(K)(1)

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
- 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. 8(K)(1)
1-22-14

RESOLUTION NO. R-46-14

RESOLUTION AWARDING UP TO \$1,645,000.00 OF DOCUMENTARY STAMP SURTAX FUNDS TO RLI BENEFICIAL DEVELOPMENT 11, LLC/METRO INVESTORS, INC., FOR DEVELOPMENT OF METRO SOUTH SENIOR APARTMENTS PROJECT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ALL CONTRACTS, AGREEMENTS, AND AMENDMENTS NECESSARY TO CARRY OUT THE AWARD AND PROJECT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED 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 recital.

Section 2. The Board awards up to \$1,645,000.00 of Documentary Stamp Surtax (Surtax) funds to RLI Beneficial Development 11, LLC/Metro Investors, Inc., for development of the Metro South Senior Apartments project that applied in the FY 2013 Consolidated Request for Applications (RFA).

Section 3. All funding awards and conditional loan commitments set forth herein are contingent upon the availability of funding from the funding source or program. For all funding awards and conditional loan commitments made herein, the County Mayor or County Mayor's designee is authorized to shift funding between agencies without exceeding the total award amount to that activity or changing the scope of the activity and to shift funds for each program among activities of the same

agency without exceeding the total amount allocated to that agency. For loans to be used for the construction or rehabilitation of affordable housing, the County Mayor or County Mayor's designee is authorized to execute the Conditional Loan Commitment in substantially the form attached hereto as Attachment D and to exercise the rights conferred therein. For all funding awards and, where applicable, conditional loan commitments made herein, the County Mayor or the County Mayor's designee is authorized to execute all conditional loan commitments, standard shell contracts, standard shell loan documents, amendments and other agreements necessary to fulfill the purposes of this resolution. The Board further authorizes the County Mayor or the County Mayor's designee, upon a determination that such actions are in the best interest of the County, to subordinate and/or modify the terms of contracts, agreements, amendments and loan documents and to exercise the termination, waiver, acceleration, or other provisions set forth therein.

The foregoing resolution was offered by Commissioner **Xavier L. Suarez**, who moved its adoption. The motion was seconded by Commissioner **Lynda Bell** and upon being put to a vote, the vote was as follows:

	Rebeca Sosa, Chairwoman	aye	
	Lynda Bell, Vice Chair	aye	
Bruno A. Barreiro	absent	Esteban L. Bovo, Jr.	aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Sally A. Heyman	absent	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	aye
Sen. Javier D. Souto	aye	Xavier L. Suarez	aye
Juan C. Zapata	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of January, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

Christopher Agrippa

By: _____
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "SDW", written over a horizontal line.

Shannon D. Summerset-Williams

Binder Number	Agency Name	Activity Title	Activity Category	Application Activity Description	Activity Address	District Activity Is Located	District Serving	NRSA Located	NRSA(s) Serving	FY 2013 Funding Requested	Average Score	Preliminary Feasibility (PFR)	BCC Approvals thru Resolution No. R-1063-12	Explanation	Staff Recommendation for FY 2013 RFA	Comments
Homebuyer Counseling and Education																
19	Trinity Empowerment Consortium, Inc.	Homebuyer Counseling and Education -2013	Counseling	Homebuyer counseling and education, including pre- and post-purchase counseling. Program to serve a minimum of 200 participants.	15260 SW 280 Street, Suite 206, Miami, FL 33032	9	CW	Leisure City/Naranja	All NRSA's	\$ 100,000.00	100.00	N/A	\$ 100,000.00			
24	Experts Resource Community Center, Inc.	Homebuyer Counseling and Education -2013	Counseling	Provide a housing counseling program for first time homebuyers county-wide. Counseling will also be provided for post purchase, financial literacy, and loss mitigation for clients facing closure.	610 NW 183 Street, Suite 202, Miami Gardens, FL 33169	1	CW	No	Metrose, Model City, Opa-locka, Pentire, South Miami and West Little River	\$ 150,000.00	97.75	N/A	\$ 150,000.00			
48	Miami Beach Community Development Corporation, Inc.	Homebuyer Counseling and Education -2013	Counseling	Provide Homebuyer Counseling services to assist residents countywide become homeowners and maintain good homeowner status through Pre and post Homeowner workshops.	945 Pennsylvania Avenue, Miami Beach, FL 33139	5	CW	No	No	\$ 150,000.00	96.5	N/A	\$ 150,000.00			
52	Centro Campesino Farmworkers Center, Inc.	Homebuyer Counseling and Education -2013	Counseling	Housing counseling and education services throughout Miami-Dade.	35801 SW 186 Avenue, Miami, FL 33034	9	CW	No	No	\$ 200,000.00	96.5	N/A	\$ 100,000.00			
1	Opa-Locka Community Development Corporation, Inc.	Homebuyer Counseling and Education -2013	Counseling	Provide services to a minimum of 446 pre-purchase households counseling and financial literacy in Opa-Locka NRSA.	490 Opa-locka Blvd., Suite 20, Opa locka, FL 33054	1	CW	Opa-locka	All NRSA's	\$ 150,000.00	93.75	N/A				
125	Little Haiti Housing Association, Inc.	Homebuyer Counseling and Education -2013	Counseling	Provide homeownership training program services which consists of three (3) types of housing counseling educational services: Pre-Purchase Counseling, Pre-Purchase Homebuyer Education Workshop, and Non-Delinquency Post Purchase Workshops for homeowners.	181 NE 82 Street, Miami, FL 33138	3	CW	No	No	\$ 100,000.00	90.75	N/A		*		

Blnder Number	Agency Name	Activity Title	Activity Category	Application Activity Description	Activity Address	District Activity is Located	District Serving	NRSA Located	NRSA(s) Serving	FY 2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (PFR)	BCC Approvals thru Resolution No. R-1083-12	Explanation	Staff Recommendation for FY 2013 RFA	Comments
16	Neighborhood Housing Services of South Florida, Inc.	Homebuyer Counseling and Education -2013	Counseling	Homebuyer counseling and education, including pre- and post-purchase counseling. Program will serve not less than 200 participants.	300 NW 12 Avenue, 5 Miami, FL 33128	5	CW	No	All NRSA's	\$ 150,000.00	86	N/A				
120	Cuban American National Council, Inc.	Homebuyer Counseling and Education -2013	Counseling	Financial literacy, homebuyer education, and foreclosure assistance for 400 low-to-moderate income residents residing in the Hialeah, Miami Gardens, Little Havana, and South Miami areas.	1225 SW 4 Street, Miami, FL 33135	5	1, 5, 6	No-City of Miami Entitlement	South Miami	\$ 150,000.00	74.5	N/A				
Homebuyer Counseling and Education Subtotal											\$ 500,000.00					
9% Tax Credit - SURTAX																
94	City Heights Apartments, Ltd. (9% Tax Credit)	City Heights Apartments-2013	SURTAX	Development of 98 unit rental housing facility.	145-153 SW 8 Street and 144 SW 17 Avenue, Miami, FL 33130	5	5	No	No	\$ 1,300,000.00	115	Yes	\$ 586,656.00			PFR: Based on the development Budget presented, and all other funding sources available to the applicant, only \$586,656 of SURTAX funding is needed to balance the sources and uses.
<p>PFR: Based on information provided in the Application, Seltzer Management Group (SMG) is able to determine that the represented sources (as adjusted) are adequate to complete and permanently finance the development, funds requested from the County meet the program guidelines and limitations based on the information available, funds requested from the County will fully fund the proposed Development within County program guidelines and that net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders. SMG does note that the overall costs are somewhat greater than the high end of the range for comparable properties. However, at this time, without design specific information including a construction schedule of values, plans and specifications, a construction contract and plan and cost analysis, Seltzer is unable to opine on a range of reasonableness. Accordingly, SMG recommends that the proposed development proceed into underwriting.</p>																
64	Dante Fascell Preservation, LLC (9% Tax Credit)	Public Housing Rehabilitation - 2013	SURTAX	The Dante Fascell project located at 2925 and 2929 NW 16 Avenue, Miami, FL 33142. Preservation and rehabilitation project. Dante Fascell is a Public Housing development that currently has 146 elderly Public Housing units in service.	2925 & 2929 NW 16 Avenue, Miami, FL 33142	3	3	No	No	\$ 2,714,106.00	115	Yes	\$ 2,714,106.00			

Binder Number	Agency Name	Activity Title	Activity Category	Application Activity Description	Activity Address	District Activity Is Located	District Serving	NRSA Located	NRSA(s) Serving	FY 2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (PFR)	BCC Approvals thru Resolution No. R-1063-12	Explanation	Staff Recommendation for FY 2013 RFA	Comments	
153	Green Turnkey Plaza, Ltd. (9% Tax Credit)	New Construction & Rehabilitation - Affordable Housing - 2013	SURTAX	88-unit elderly tax credit affordable housing development for low to extremely low seniors.	1146 NW 7 Court and 1500 NW 7 Court, Miami, FL 33136	3	3	No	No	\$ 1,555,000.00	115	No				PFR: It appears that all funding sources are available to applicant in a combined amount to adequately complete and permanently finance the development without the funds as requested from the County.	
PFR: Based on information provided in the Application, SMG is able to determine that the represented sources are adequate to complete and permanently finance the development without funds as requested from the County and do not meet the program guidelines and limitations based on the information available. SMG does not recommend that the proposed development proceed into credit underwriting.																	
66	Jack Orr Plaza Preservation Phase One, LLC (9% Tax Credit)	Public Housing Rehabilitation - 2013	SURTAX	Preservation and rehabilitation of the Jack Orr Plaza Public Housing development. The development project consists of 200 rental units for the elderly.	550 NW 5 Street, Miami, FL 33128	5	5	No	No	\$ 2,848,594.00	115	Yes	\$ 2,848,594.00				
65	South Miami Plaza Preservation, LLC (9% Tax Credit)	Public Housing Rehabilitation - 2013	SURTAX	Affordable housing senior citizen rental development (87 Units).	6701 SW 52 Avenue, South Miami, FL 33143	7	7	South Miami	South Miami	\$ 1,887,452.00	115	Yes	\$ 1,887,452.00				
63	Stump Plaza Preservation Phase One, LLC (9% Tax Credit)	Affordable Housing Rehabilitation - 2013	SURTAX	Rehabilitation of 100-unit public housing senior center.	3160 Mundy Street, Miami, FL 33133	7	7	No	No	\$ 1,981,693.00	115	Yes	\$ 1,981,693.00				
49	City Crossings, Ltd (9% Tax Credit)	City Crossings Apartments - 2013	SURTAX	New construction of 103 rental housing units.	230 SW 12 Street, Miami, FL 33130	5	5	No	No	\$ 1,400,000.00	100	Yes	\$ 1,400,000.00				
95	Brickell View Terrace Apartments, Ltd. (9% Tax Credit)	Brickell View Terrace Apartments - 2013	SURTAX	New construction of 100 affordable housing units.	SW 10 Street and SW 1 Avenue, Miami, FL 33130	5	5	No	No	\$ 1,825,000.00	98	Yes	\$ 1,825,000.00		\$ 743,501.00	Received partial Surtax funding thru the FY 2013 RFA approval (R-1053-12)	
77	Vista Grande Apartments, Ltd. (9% Tax Credit)	New Construction of Senior Housing Development Hi-rise - 2013	SURTAX	New construction of 89 affordable senior citizen housing units.	850 SW 2 Avenue, Miami, FL 33130	5	5	No	No	\$ 1,287,000.00	98.5	No	\$				Preliminary Feasibility Recommendations was not to fund activity
PFR: Based on information provided in the Application, SMG has determined that the represented sources are not adequate to complete construction, funds requested from the County meet the program guidelines and limitations based on the information available, funds requested from the County will not fully fund the proposed development within County program guidelines and that net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees, however not at a level acceptable to the County. SMG does not recommend that the proposed development proceed into underwriting.																	

Binder Number	Agency Name	Activity Title	Activity Category	Application Activity Description	Activity Address	District Activity Is Located	District Serving	NRSA Located	NRSA(s) Serving	FY 2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (PFR)	BCC Approvals thru Resolution No. R-1053-12	Explanation	Staff Recommendation for FY 2013 RFA Next In-Line Project	Comments
61	River Oaks Partners, Ltd (4% Tax Credit)	River Oaks Apartments -2013	SURTAX	The project is an existing 160-unit affordable housing community located in South Miami-Dade County.	601 NW 5 Avenue, Florida City, FL 33030	8	No	No	No	\$ 2,090,000.00	115	Yes	\$ 2,090,000.00			
163	Island Living Apartments, Ltd. (4% Tax Credit)	Construction of Housing - 2013	SURTAX	An affordable 70-unit housing development. (Transit oriented, high-rise)	1201 NW 3 Avenue, Miami, FL 33136	3	No	No	No	\$ 1,400,000.00	112.7	No	\$ 1,400,000.00			Determined to be feasible. See comment below.
<p>PFR: Based on the assumptions outlined above, the net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders based on the information available. However, SMG is unable to determine that the represented sources are adequate to complete and permanently finance the development, funds requested from the County meet the program guidelines and limitations based on the information available, and funds requested from the County will fully fund the proposed Development within County program guidelines. Accordingly, SMG does not recommend that the proposed development proceed into underwriting. However, Housing Finance Authority Board approved bond financing which has subsequently been approved by the EDSS on 1/14/2012 and approved by the BCC on 12/04/2012.</p>																
143	South Dade Community Development, L.L.C. (Neither)	The Village of Southland Affordable Rental Project - 2013	SURTAX	The village of Southland is a 99-unit affordable rental project.	11293-95 SW 216 Street, Miami, FL 33186	9	No	No	Goulds	\$ 1,480,622.00	112.7	No	\$			Preliminary Feasibility Recommendations (PFR) was not to fund activity
<p>PFR: Based on information provided in the Application, SMG is unable to determine that the represented sources are adequate to construct and permanently finance The Village of Southland. Funds requested from the County do not appear to meet the program guidelines and limitations based on the information available, Seitzer is not able to determine if funds requested from the County will fully fund the proposed Development within County program guidelines and can not determine that net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders. Accordingly, SMG does not recommend that the proposed development proceed into underwriting.</p>																
97	Tacoly Economic Development Corporation, Inc. (4% Tax Credit)	Substantial Rehab of 120 Units of Affordable Rental Housing - 2013	SURTAX	Rehabilitation of Edison Terraces -120 affordable housing units.	675 NW 56 Street, Miami, FL 33127	3	Medal City	Medal City	Medal City	\$ 1,125,000.00	112.3	No	\$			Preliminary Feasibility Recommendations (PFR) was not to fund activity
<p>PFR: Based on information provided in the Application, SMG is able to determine that the represented sources are adequate to complete and permanently finance the development; however, funds requested from the County do not meet the program guidelines and limitations. Based on the information available, \$1,116,781 of funds requested from the County will fully fund the proposed Development within County program guidelines but net operating income is not sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders. Accordingly, SMG does not recommend that the proposed development proceed into credit underwriting.</p>																
50	Malibu Gardens Apartments, Ltd (4% Tax Credit)	Malibu Gardens - 2013	SURTAX	Acquisition and rehabilitation of 258 existing rental units.	13900 SW 268 Street, Miami, FL 33032	9	Leisure City/Naranja	Leisure City/Naranja	Leisure City/Naranja	\$ 1,700,000.00	100	Yes	\$ 1,700,000.00			

Blnder Number	Agency Name	Activity Title	Activity Category	Application Activity Description	Activity Address	District Activity is Located	District Serving	NRSA Located	NRSA(s) Serving	FY 2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (PFR)	BCC Approves thru Resolution No. R-1063-12	Explanation	Staff Recommendation for FY 2013 RFA Next In-line Project	Comments		
53	Alterra Associates, Ltd. (HOME)	SBC Elderly Housing -2013	SURTAX	New construction of affordable rental apartments, targeted to households making less than 30% and 60% of area median gross income.	11001 Frankston Drive, Miami, FL 33176	9	9	No	No	\$ 2,400,000.00	100	No	\$ 2,400,000.00			The Board did not approve the \$3,000,000.00 recommended in the Preliminary Feasibility Review thru the FY 2013 RFA approval (R-1063-12)		
<p>PFR: Based upon information provided in the 2013 Documentary Stamp Surtax Funding Application, SMG is able to determine that the Subject's Net Operating Income is insufficient to cover Annual Debt Service and Applicable Fees for the proposed financing at a level acceptable to the County and other lenders. Funding sources verified by SMG are inadequate to completely and permanently finance the Subject Development and the \$2,400,000 requested from Miami-Dade County falls by \$567,137 to fully fund the Subject Development under its Program Guidelines and Limitations. SMG recommends that the Subject Development not proceed to credit underwriting. However, project currently funded with GOB and previously funded with \$2M in</p>																		
52	Pelican Cove Associates, LTD (4% Tax Credit)	Pelican Cove Apartments- 2013	SURTAX	New construction of 112 affordable housing units.	NW 25 Avenue & NW 487 Street, Miami Gardens, FL 33056	1	1	No	No	\$ 2,600,000.00	100	Yes	\$ 2,600,000.00					
52	St. John Plaza Apartments, Ltd. (4% Tax Credit)	St. John Plaza-2013	SURTAX	New construction of 90 multi-family rental units for low-to-moderate income individuals.	1301 NW 3 Avenue; 3 243 NW 13 Street; 235 NW 13 Street; and 1311 NW 2 Court, Miami, FL 33136	3	3	No-City of Miami Entitlement	Model City	\$ 1,800,000.00	97.5	No	\$				Preliminary Feasibility Recommendations (PFR) was not to fund activity	
<p>PFR: Based on information provided in the Application, SMG has determined that the represented sources are not adequate to complete construction, funds requested from the County meet the program guidelines and limitations based on the information</p>																		
134	Superior Manor Apartments LTD (4% Tax Credit)	Superior Manor Apartments - 2013	SURTAX	New construction of 139 units of affordable housing units.	5155 NW 24 Avenue, Miami, FL 33142	3	3	No	No	\$ 2,780,000.00	97.25	No	\$					Preliminary Feasibility Recommendations (PFR) was not to fund activity
<p>PFR: Based on information provided in the Application, SMG is able to determine that the represented sources are adequate to complete and permanently finance the development, funds requested from the County meet the program guidelines and limitations based on the information available, and funds requested from the County will fully fund the proposed Development within County program guidelines. However, net operating income is not sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders. Accordingly, SMG does not recommend that the proposed development proceed into underwriting.</p>																		

Binder Number	Agency Name	Activity Title	Activity Category	Application Activity Description	Activity Address	District Activity Is Located	District Serving	NRSA Located	NRSA(s) Serving	FY 2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (PFR)	BCC Approvals thru Resolution No. R-1063-12	Explanation	Staff Recommendation for FY 2013 RFA	Comments
44	Teatro Mari Apartments, LLC (Neither)	Housing Rental, New Construction -2013	SURTAX	New construction of rental, affordable housing for the elderly, of one and two bedroom designs. Features and amenities include: Secured carded entry, computer room, library, community center, exercise room and common area laundry facilities.	400, 420, 430 SW 8 th Avenue, Miami, FL 33131	5	No	No	No	\$ 540,000.00	97.25	No	\$			Preliminary Feasibility Recommendations (PFR) was not to fund activity
<p>PFR: Based on information provided in the Application, SMG is not able to determine that the represented sources are adequate to complete and permanently finance the development, funds requested from the County meet the program guidelines and limitations based on the information available, and funds requested from the County will not fully fund the proposed Development within County program guidelines. Net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County. Due to inadequate sources of funds, SMG does not recommend that the proposed development proceed into underwriting.</p>																
8	Lyric Housing Ltd. (4% Tax Credit)	New Construction Housing - 2013	SURTAX	New construction of 98 affordable housing units.	NW 2 Avenue & NW 9 Street, Miami, FL 33136	3	No	No	No	\$ 1,960,000.00	95	Yes	\$ 1,960,000.00			
133	The Village Miami LTD (4% Tax Credit)	The Village Apartments Phase I - 2013	SURTAX	Affordable rental units (160 units)-New construction	6888 NW 7 Avenue, Miami, FL 33150	3	No	No	No	\$ 3,000,000.00	95	No	\$			Preliminary Feasibility Recommendations (PFR) was not to fund activity
<p>PFR: Based on information provided in the Application, SMG is unable to determine that the represented sources are adequate to complete and permanently finance the development, funds requested from the County meet the program guidelines and limitations based on the information available, funds requested from the County will fully fund the proposed Development within County program guidelines and that net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders. Accordingly, SMG does not recommend that the proposed development proceed into underwriting.</p>																
47	Miami Beach Community Development Corporation, Inc. (Neither)	The London House Apartments -2013	SURTAX	Rehabilitation of 18 rental garden style apartment units to provide affordable housing for low-moderate income persons (3 set-aside).	1975 Washington Avenue, Miami Beach, FL 33139	5	No	No	No	\$ 800,000.00	95	Yes	\$ 350,000.00	\$ 450,000.00		Received partial Surtax funding thru the FY 2013 RFA approval (R-1063-12)
46	Miami Beach Community Development Corporation, Inc. (Neither)	The Barclay - 2013	SURTAX	Rehabilitation of a Multi-Family Facility.	1940 Park Avenue, Miami Beach, FL 33139	5	No	No	No	\$ 1,300,000.00	95	Yes	\$	\$ 1,300,000.00		Did not receive Surtax funding thru the FY 2013 RFA approval (R-1063-12)

Blnder Number	Agency Name	Activity Title	Activity Category	Application Activity Description	Activity Address	District Activity is Located	District Serving	NRSA Located	NRSA(s) Serving	FY 2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (PFR)	BCC Approvals thru Resolution No. R-1063-12	Explanation	Staff Recommendation for FY 2013 RFA	Comments
35	O.M. Corporation (Neither)	Parkview II - 2013	SURTAX	New Construction of Six (6) affordable housing units.	1670-1642 NW 18 Street, Miami, FL 33125	3	3	No	No	\$ 120,000.00	88.7	No	\$			Preliminary Feasibility Recommendations (PFR) was not to fund activity
<p>PFR: Based on the assumptions outlined above, the net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders based on the information available. However, SMG is unable to determine that the represented sources are adequate to complete and permanently finance the development, funds requested from the County meet the program guidelines and limitations based on the information available, and funds requested from the County will fully fund the proposed Development within County program guidelines. Accordingly, SMG does not recommend that the proposed development proceed into underwriting.</p>																
5	St Martins PL, Ltd. (Neither)	St Martins Place- 2013	SURTAX	New construction of rental, low-income housing tax credit development for low-income families and formerly homeless.	1170 NW 7 Avenue, Miami 33136	3	3	No	No	\$ 2,300,000.00	83	No	\$			Preliminary Feasibility Recommendations (PFR) was not to fund activity
<p>PFR: Based on information provided in the Application, SMG is unable to determine that the represented sources of funds are adequate to complete and permanently finance the subject development, funds requested from the County meet program guidelines and limitations based on the information available, funds requested from the County will fully fund the proposed Development within County program guidelines and that net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders. Accordingly, SMG does not recommend that the proposed development proceed into underwriting.</p>																
145	Tower Road Gardens, Ltd. (4% Tax Credit)	La Joya Apartments- 2013	SURTAX	150 affordable housing rental units catering to households below 60% and 30% of AMI. La Joya Apartments is being funded with tax-exempt revenue bonds from the Miami-Dade County HFA, 4% tax credits and 2009 SURTAX.	NE Corner of SW 266 Street and SW 143 Avenue, Miami, FL 33032	9	9	Leisure City Naranja	Leisure City Naranja	\$ 2,993,754.00	80	No	\$			Preliminary Feasibility Recommendations (PFR) was not to fund activity
<p>PFR: Based on information provided in the application, SMG is able to determine that the represented sources are adequate to complete and permanently finance the development. However, SMG concludes that the 2013 Surtax funds requested from the County do not meet the program guidelines and limitations based on the information available, even though the funds requested from the County will fully fund the proposed development, the debt service coverage is not within County program guidelines. Accordingly, SMG does not recommend that the proposed development proceed into underwriting.</p>																
102	Global Development Initiatives, LLC (4% Tax Credit)	Senator Villas Development Project - Miami-Dade County - 2013	SURTAX	27-unit elderly housing development and a separate park and ride parking lot and bus pullover for Miami-Dade Transit Authority	3940 SW 89 Avenue, Miami, FL 33165	10	10	No	No	\$ 2,230,000.00	75.75	No	\$			Preliminary Feasibility Recommendations (PFR) was not to fund activity
<p>PFR: Based on information provided in the Application, SMG is able to determine that net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders. However, SMG is unable to determine that the represented sources are adequate to complete and permanently finance the development, funds requested from the County meet the program guidelines and limitations based on the information available, and funds requested from the County will fully fund the proposed Development within County program guidelines. Accordingly, SMG does not recommend that the proposed development proceed into underwriting.</p>																

Sender Number	Agency Name	Activity Title	Activity Category	Application Activity Description	Activity Address	District Activity is Located	District Served	NRSA Located	NRSA(s) Serving	FY 2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (PFR)	BCC Approvals thru Resolution No. R-1083-12	Explanation	Staff Recommendation for FY 2013 RFA	Comments
99	The Northside Church of God Properties, Inc. (Neither)	Northside Golden Embassy - 2013	SURTAX	Eight one bedroom - 2 story affordable housing development	10740-10790 NW 26 Avenue, Miami, FL 33147	2	2	No	West Little River	\$ 400,000.00	68.25	No				Preliminary Feasibility Recommendations (PFR) was not to fund activity
<p>PFR: Based on information provided in the Application, SMG is not able to determine that the represented sources are adequate to complete and permanently finance the development, funds requested from the County meet the program guidelines and limitations based on the information available, and funds requested from the County will fully fund the proposed development within County program guidelines, or that net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders. Accordingly, SMG does not recommend that the proposed development proceed into underwriting.</p>																
149	Swezy Acquisitions, Inc. (4% Tax Credit)	Stadium Tower Apartments - 2013	SURTAX	New construction of 66 units of multi-family housing located at the NW corner of NW 23rd Street and NW 8th Avenue, Miami, FL.	NW Corner of NW 23 Street and NW 8 Avenue, Miami, FL 33127	3	3	No	No	\$ 7,926,060.00	58.75	No				Preliminary Feasibility Recommendations (PFR) was not to fund activity
<p>PFR: Based on information provided in the Application, SMG is able to determine that the represented sources are adequate to complete and permanently finance the development, funds requested from the County meet the program guidelines and limitations based on the information available, and funds requested from the County will fully fund the proposed development within County program guidelines. However, net operating income is not sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders. Accordingly, SMG does not recommend that the proposed development proceed into underwriting.</p>																
37	O.M. Corporation (Neither)	Varadero Villas - 2013	SURTAX	A project consisting of 11 affordable rental units consisting of eleven (11) two-bedroom, 1 1/2 bathroom units	720 SW 63 Avenue, Miami, FL 33144	6	6	No	No	\$ 220,000.00	62.5	No				Preliminary Feasibility Recommendations (PFR) was not to fund activity
<p>PFR: Based on information provided in the Application, SMG is unable to determine that the represented sources are adequate to complete and permanently finance the development, funds requested from the County meet the program guidelines and limitations based on the information available, funds requested from the County will fully fund the proposed development within County program guidelines and that net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders. Accordingly, SMG does not recommend that the proposed development proceed into underwriting.</p>																
4% and Other Tax Credit - SURTAX Total:										\$41,165,456.00			\$12,500,000.00		\$1,750,000.00	
SURTAX Total:										\$60,809,301.00			\$25,500,000.00		\$5,308,501.00	

MEMORANDUM

Agenda Item No. 14(A)(2)

TO: Honorable Vice Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: December 18, 2012

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution approving FY 2013
request for funding (RFA)
recommendations for
documentary surtax proposed
funding for affordable housing
development, homebuyer
counseling and education and
mortgage assistance activities
Resolution No. R-1063-12

This item was amended at the Economic Development and Social Services Committee on December 12, 2012 as stated on the County Mayor's memorandum.

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


R. A. Cuevas, Jr.
County Attorney

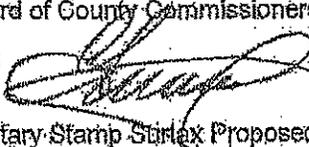
RAC/smm

Memorandum



Date: December 18, 2012

To: Honorable Vice Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: FY 2013 Documentary Stamp Surtax Proposed Funding Recommendations

This item was amended to reflect the changes made at the December 12, 2012 Economic Development and Social Services Committee meeting. Specifically, the item is amended to correct the following sections throughout Exhibit 1: activity address, district activity location, and the district served. The amendments are referenced in "Binder Number" 61, 143, 50, 62, 82, 134, 44, 8, 133, 47, 5, 145, and 149.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the proposed funding recommendations identified in Exhibit 1 (attached) for the FY 2013 Documentary Stamp Surtax (Surtax) Program. Activities recommended for funding include rental housing development, homebuyer counseling and education and mortgage assistance activities. It is also recommended that the Board authorize the County Mayor or County Mayor's designee to execute all letters of commitment, contracts, agreements and amendments pursuant to the proposed Surtax funding recommendations prior to December 31, 2012. The County Mayor is authorized to effectuate this Resolution by approving and filing this Resolution with the Clerk of the Board.

Approval of this item will allow recipients of the nine percent Low Income Housing Tax Credits (LIHTC) to close on financing before December 31, 2012. A condition of award for the LIHTC is completion of projects by December 12, 2013 or loss of some of the funding. Failure to complete closings would put the projects in jeopardy of not being completed by December 31, 2013.

Scope

Exhibit 1 includes the proposed funding recommendations under the FY 2013 Surtax allocation and the Commission District location which the recommended entities propose to serve.

Fiscal Impact/Funding Source

Applications for FY 2013 Surtax funding were solicited through the Public Housing and Community Development (PHCD) Consolidated Request for Application (RFA) process. Under the FY 2013 RFA process, the recommendations for award of Surtax funds were prioritized and targeted to those applicants requiring "gap" financing for developments that have previously received public funding; have been awarded an allocation of nine percent Low Income Housing Tax Credits (LIHTC) through a competitive process; or, are seeking four percent tax credit bond financing.

Requests for Surtax funding totaled \$60.8 million, including \$19.6 million for the nine percent LIHTC projects; \$41.2 million for the four percent LIHTC projects; and \$1.05 million for Homebuyer Counseling and Education activities. The proposed FY 2013 Surtax funding recommendations represent a total of \$31.5 million.

The following table summarizes the proposed use of Surtax funding for FY 2013:

Category	Amount Requested	Amount Recommended
Low-Income Housing Tax Credit – 9% Projects	\$19,643,845	\$12,500,000
Low-Income Housing Tax Credit – 4% Projects	41,165,456	12,500,000
Homebuyer Counseling & Education	1,050,000	500,000
Miami-Dade County 2nd Mortgage Program	N/A	6,000,000
Total – FY 2013 Surtax	\$60,809,301	\$31,500,000

With the exception of the second mortgage program and homebuyer counseling and education activities, these recommendations are based on a preliminary review of the projects financial feasibility, which was conducted by the underwriting firm of Seltzer Management Group, Inc. of Panama City Beach, Florida. Based on the preliminary feasibility review conducted by Seltzer Management Group, Inc. and staff recommendations, a total of 14 housing activities are being recommended for funding in the Surtax category. Final funding approval shall be conditioned upon a *full feasibility and underwriting analysis*, which will be completed prior to the financial closing and the release of funds.

This item only seeks approval of the Surtax funding. It should be noted that three proposed activities in Exhibit 1 are being recommended to be funded with Surtax and HOME funds and four activities that requested Surtax funding are being recommended for HOME funding only. These activities exceed the \$25 million Surtax funds available in the FY 2013 REA, including the LIHTC projects. All activities recommended for HOME funding will be presented to the Board for consideration at a later date.

The REA provided \$500,000 for homebuyer counseling and education activities. Recommendations for award were based on scoring and available funds. In addition to the \$25.5 million proposed funding for rental housing development and homebuyer counseling and education activities, PHCD is also seeking authorization to allocate approximately \$6 million in additional Surtax funds to support the County's 2nd Mortgage Homeownership Program, a program that provides mortgage subsidies and subordinate mortgage financing to low-to-moderate income first-time homebuyers in Miami-Dade County.

Track Record/Monitor

The project will be monitored by Gregg Fortner, Executive Director, Public Housing and Community Development.

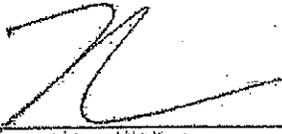
Background

In previous years recommendations presented to the Board for approval included federal funded programs, Community Development Block Grant, the Home Investment Partnership Program, Emergency Solutions Grant, and the state-funded Documentary Surtax program. The FY 2013 proposed Surtax funding recommendations are presented in a bifurcated fashion because inclusion of federal and state funding recommendations in one agenda item would subject the Surtax funded activities to a thirty day public comment period that only pertains to federally funded projects. A combined recommendation would greatly jeopardize the County's ability to benefit from the award of nine percent LIHTCs for preservation of public housing developments through extensive rehabilitation. This item only includes activities supported by state funding. Federally funded recommendations would require a 30 day public comment period.

The Surtax recommendations are being presented for approval at this time to expedite entering into funding agreements with developers awarded nine percent LIHTCs prior to December 31, 2012. This is necessary in order for each entity to complete their respective development activities no later than December 31, 2013, a condition of each developer's tax credit allocation. Failure to meet this important benchmark may result in the project losing a portion of their allocated tax credit funding.

The FY 2013 RFA was made available on September 21, 2012 and applications were due by October 12, 2012. The public was advised of the application process through a notice in *The Miami Herald* and posting of the notice via PHCD's website. In addition, notification was mailed directly to all currently funded agencies. During the three-week long RFA application process, PHCD, in conjunction with the Miami-Dade Homeless Trust, convened two technical assistance workshops on September 25, 2012 and September 27, 2012, as well as provided technical assistance to agencies that requested assistance throughout the application period. All proposals were reviewed and scored by a selection committee in addition to a preliminary feasibility review which was conducted by Seltzer Management Group, Inc. an independent agency.

Attachment



Russell Benford, Deputy Mayor

Approved  Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(2)
12-18-12

RESOLUTION NO. R-1063-12

RESOLUTION APPROVING FY 2013 REQUEST FOR FUNDING (RFA) RECOMMENDATIONS FOR DOCUMENTARY SURTAX PROPOSED FUNDING FOR AFFORDABLE HOUSING DEVELOPMENT, HOMEBUYER COUNSELING AND EDUCATION AND MORTGAGE ASSISTANCE ACTIVITIES IN MIAMI-DADE COUNTY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ALL LETTERS OF COMMITMENT, CONTRACTS, AGREEMENTS AND AMENDMENTS

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 the proposed rental housing development, homebuyer education and mortgage assistance activities recommended for funding for FY2013 under the Documentary Surtax Program are hereby approved and the County Mayor or County Mayor's designee is authorized to execute all letters of commitment, contracts, agreements and amendments pursuant to the proposed Surtax funding recommendations.

6



MEMORANDUM
(Revised)

TO: Honorable Vice Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners **DATE:** December 18, 2012

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 14(A)(2)

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
- 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

The foregoing resolution was offered by Commissioner **Sally A. Heyman**,
who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa**
and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Vice Chairwoman			aye
Bruno A. Barreiro	aye	Lynda Bell	aye
Esteban L. Bovo, Jr.	aye	Jose "Pepe" Diaz	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	aye
Rebeca Sosa	aye	Sen. Javier D. Souto	absent
Xavier L. Suarez	aye	Juan C. Zapata	aye

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of December, 2012. This resolution shall become effective upon the earlier of (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, 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: **Christopher Agrippa**
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

Shannon D. Summerset-Williams

EXHIBIT 1 - SURFAX and Homebuyer Counseling

Public Housing and Community Development
FY2013 RFA

Blender Number	Agency Name	Agency Title	Agency Category	Application Agency Description	Agency Address	District Activity is Located	District Serving	MSA Labeled	MSA(S) Serving	FY2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (PFR)	Staff Recommendation	Comments	Comments
19	Homebuyer Counseling and Education Trinity Employment Corporation, Inc.	Homebuyer Counseling and Education-2013	Counseling	Homebuyer counseling and education, including job and job shadowing counseling. Program is serve a minimum of 200 participants.	15250 SW 200 Street, Suite 200, Miami, FL 33187	9	DW	Yes	AMSAS	\$ 100,000.00	7.5	\$	100,000.00		
24	Equity Resource Community Center, Inc.	Homebuyer Counseling and Education-2013	Counseling	Provide housing counseling program for first time homebuyers. Provide job shadowing and also be provided for post purchase, financial literacy, and home inspection for specific housing clients.	610 NW 103 Street, Suite 402, Miami Eastland, FL 33198	1	CW	No	AMSAS Miami City Opelika Hialeah Miami Doral Ever	\$ 150,000.00	7.5	\$	150,000.00		
48	United Way Community Development Corporation, Inc.	Homebuyer Counseling and Education-2013	Counseling	Provide Homebuyer Counseling services to assist residents qualify for homebuyer programs and maintain good relationship with first time homebuyer.	3451 Poinsett Blvd, Miami Beach, FL 33139	9	SW	No	AMSAS	\$ 140,000.00	8.5	\$	140,000.00		
52	Center Community Partners and Center, Inc.	Homebuyer Counseling and Education-2013	Counseling	Homebuying and education services throughout Miami/Dade	3350 SW 186 Avenue, Miami, FL 33164	9	DW	No	AMSAS	\$ 200,000.00	8.6	\$	100,000.00		
1	One House Community Development Corporation, Inc.	Homebuyer Counseling and Education-2013	Counseling	Provide services to a minimum of 400 first-time homebuyers. Provide counseling and financial literacy in One-Stop MSAs.	480 One-Stop Blvd, Suite 20, Opa Locka, FL 33054	1	CW	Yes	AMSAS	\$ 150,000.00	8.75	\$	150,000.00		
12	Urban Habit Housing Association, Inc.	Homebuyer Counseling and Education-2013	Counseling	Provide homebuyer counseling program services (which includes at least 10) types of housing counseling educational services. Provide Homebuyer Education Workshop. Also, provide first-time homebuyer program for homebuyers.	141 NE 82 Street, Miami, FL 33138	9	DW	No	AMSAS	\$ 200,000.00	8.75	\$	150,000.00		

* Agency has past performance issues
* \$9,626,677 from HOME funding is recommended for fully fund feasible activities.



Index Number	Agency Name	Agency Title	Activity Category	Application Activity Description	Agency Address	District Activity is Located	District Serving	NEHA Lead/Lead	NEHA Staffing	FY 2013 Funding Requested	Average Score	Provisional Feasibility Recommendation (PFR)	Staff Recommendation	Comments
63	Green Journey Plaza, LLC 7000 Tampa, FL 33607	Green Journey Plaza - 7000	BUYERX	Development of 7000 sq ft office space for development to be used as a community center.	1150 NW 77th Court and 1800 NW 77th Court Miami, FL 33155	5	5	No	No	\$ 1,585,000.00	715	No		PFR: It appears that all funding sources are available to applicant in a timely and efficient manner. In a timely and efficient manner, the applicant has completed all necessary forms and documents and has submitted the same to the agency for review.
64	Green Journey Plaza, LLC 7000 Tampa, FL 33607	Green Journey Plaza - 7000	BUYERX	Development of 7000 sq ft office space for development to be used as a community center.	1150 NW 77th Court and 1800 NW 77th Court Miami, FL 33155	5	5	No	No	\$ 1,585,000.00	715	No		PFR: It appears that all funding sources are available to applicant in a timely and efficient manner. In a timely and efficient manner, the applicant has completed all necessary forms and documents and has submitted the same to the agency for review.
65	Green Journey Plaza, LLC 7000 Tampa, FL 33607	Green Journey Plaza - 7000	BUYERX	Development of 7000 sq ft office space for development to be used as a community center.	1150 NW 77th Court and 1800 NW 77th Court Miami, FL 33155	5	5	No	No	\$ 1,585,000.00	715	No		PFR: It appears that all funding sources are available to applicant in a timely and efficient manner. In a timely and efficient manner, the applicant has completed all necessary forms and documents and has submitted the same to the agency for review.
66	Green Journey Plaza, LLC 7000 Tampa, FL 33607	Green Journey Plaza - 7000	BUYERX	Development of 7000 sq ft office space for development to be used as a community center.	1150 NW 77th Court and 1800 NW 77th Court Miami, FL 33155	5	5	No	No	\$ 1,585,000.00	715	No		PFR: It appears that all funding sources are available to applicant in a timely and efficient manner. In a timely and efficient manner, the applicant has completed all necessary forms and documents and has submitted the same to the agency for review.
67	Green Journey Plaza, LLC 7000 Tampa, FL 33607	Green Journey Plaza - 7000	BUYERX	Development of 7000 sq ft office space for development to be used as a community center.	1150 NW 77th Court and 1800 NW 77th Court Miami, FL 33155	5	5	No	No	\$ 1,585,000.00	715	No		PFR: It appears that all funding sources are available to applicant in a timely and efficient manner. In a timely and efficient manner, the applicant has completed all necessary forms and documents and has submitted the same to the agency for review.
68	Green Journey Plaza, LLC 7000 Tampa, FL 33607	Green Journey Plaza - 7000	BUYERX	Development of 7000 sq ft office space for development to be used as a community center.	1150 NW 77th Court and 1800 NW 77th Court Miami, FL 33155	5	5	No	No	\$ 1,585,000.00	715	No		PFR: It appears that all funding sources are available to applicant in a timely and efficient manner. In a timely and efficient manner, the applicant has completed all necessary forms and documents and has submitted the same to the agency for review.
69	Green Journey Plaza, LLC 7000 Tampa, FL 33607	Green Journey Plaza - 7000	BUYERX	Development of 7000 sq ft office space for development to be used as a community center.	1150 NW 77th Court and 1800 NW 77th Court Miami, FL 33155	5	5	No	No	\$ 1,585,000.00	715	No		PFR: It appears that all funding sources are available to applicant in a timely and efficient manner. In a timely and efficient manner, the applicant has completed all necessary forms and documents and has submitted the same to the agency for review.
70	Green Journey Plaza, LLC 7000 Tampa, FL 33607	Green Journey Plaza - 7000	BUYERX	Development of 7000 sq ft office space for development to be used as a community center.	1150 NW 77th Court and 1800 NW 77th Court Miami, FL 33155	5	5	No	No	\$ 1,585,000.00	715	No		PFR: It appears that all funding sources are available to applicant in a timely and efficient manner. In a timely and efficient manner, the applicant has completed all necessary forms and documents and has submitted the same to the agency for review.
71	Green Journey Plaza, LLC 7000 Tampa, FL 33607	Green Journey Plaza - 7000	BUYERX	Development of 7000 sq ft office space for development to be used as a community center.	1150 NW 77th Court and 1800 NW 77th Court Miami, FL 33155	5	5	No	No	\$ 1,585,000.00	715	No		PFR: It appears that all funding sources are available to applicant in a timely and efficient manner. In a timely and efficient manner, the applicant has completed all necessary forms and documents and has submitted the same to the agency for review.
72	Green Journey Plaza, LLC 7000 Tampa, FL 33607	Green Journey Plaza - 7000	BUYERX	Development of 7000 sq ft office space for development to be used as a community center.	1150 NW 77th Court and 1800 NW 77th Court Miami, FL 33155	5	5	No	No	\$ 1,585,000.00	715	No		PFR: It appears that all funding sources are available to applicant in a timely and efficient manner. In a timely and efficient manner, the applicant has completed all necessary forms and documents and has submitted the same to the agency for review.
73	Green Journey Plaza, LLC 7000 Tampa, FL 33607	Green Journey Plaza - 7000	BUYERX	Development of 7000 sq ft office space for development to be used as a community center.	1150 NW 77th Court and 1800 NW 77th Court Miami, FL 33155	5	5	No	No	\$ 1,585,000.00	715	No		PFR: It appears that all funding sources are available to applicant in a timely and efficient manner. In a timely and efficient manner, the applicant has completed all necessary forms and documents and has submitted the same to the agency for review.

*Agency has past performance issues
**\$5,000,000 from Home Fund for the recommended to buy fund feasible activities.

Blunder Number	Agency Name	Agency Title	Agency Category	Application Agency Description	Agency Address	District Agency is Located	District Serving	WSEA Licensed	WSEA (S) Servicing	FY 2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (P/F)	Staff Recommendation	Comptroller	Comments
01	West Banker Trust LLC (P/S Tax Credit)	New Construction of Special Housing Apartments in 2013	SURTAX	West Banker Trust is a proposed development in the DC neighborhood. The project will consist of 100 units of affordable housing to be constructed in 2013. The project is located at 1000 28th and E. of ALA. The project is currently in the planning phase and will be completed by the end of 2013. The project will be a mixed-use development with residential and commercial space.	1025 SW 27 Avenue, 5th Floor, Ft. Lauderdale, FL 33309		No	No	No	\$ 200,000.00	6625	Yes	\$ 300,000.00	#	HOME BUYING \$300,000
02	PAI Properties LLC (P/S Tax Credit)	3500 South Spine Apartments - 2013	SURTAX	New construction of 100 units of affordable housing in the South Miami area. The project is currently in the planning phase and will be completed by the end of 2013. The project will be a mixed-use development with residential and commercial space.	3101 South Spine, South Miami, FL 33142		No	No	No	\$ 4,645,000.00	61	Yes	\$ 750,000.00	#	HOME BUYING \$750,000.00
03	West Banker Trust LLC (P/S Tax Credit)	New Construction of Special Housing Apartments in 2013	SURTAX	New construction of 100 units of affordable housing in the South Miami area. The project is currently in the planning phase and will be completed by the end of 2013. The project will be a mixed-use development with residential and commercial space.	1414 102 SW 19th Street, Miami, FL 33135		No	No	No	\$ 810,000.00	63.75	Yes	\$ 310,000.00	#	HOME BUYING \$310,000
<p>9% Tax Credit - SURTAX Total: \$ 79,615,345.00</p> <p>4% and Other Tax Credit - SURTAX Total: \$ 15,118,677.00</p>															

* Agency has past performance issues
** \$5,026,677 from HOME Funding is recommended to fully fund feasible activities.

Blind#	Agency Name	Activity Title	Agency Category	Application Activity Description	Activity Address	District Activity is Located	District Served	Area Served	Area Served	FY 2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (PFR)	State Recommendation	Comments
53	Blair Living Apartments, LLC (597 Tax Credit)	Construction of Housing - 2013	SURVAX	Construction of housing development (rental market, 100-110)	2011 NRG Avenue, 3rd Floor, 59715	3	NO	NO	NO	\$ 1,400,000.00	133.7	NO	\$ 1,400,000.00	Preliminary Feasibility Recommendation (PFR) was not filed early.
54	Southside Community Development, LLC (Renew)	The Village of Southside - Affordable Rental Project - 2013	SURVAX	The Village of Southside is a 100-unit affordable rental project.	1123 S. 21st St, Street, Miami, FL 33135	3	NO	GOALS	NO	\$ 1,200,000.00	112.7	NO	\$ -	Preliminary Feasibility Recommendation (PFR) was not filed early.
57	Trinity Economic Development, LLC (597 Tax Credit)	Construction of Affordable Rental Housing - 2013	SURVAX	Construction of 100 affordable rental units.	3715 NW 5th Street, Miami, FL 33137	3	NO	NO	NO	\$ 1,125,000.00	112.3	NO	\$ -	Preliminary Feasibility Recommendation (PFR) was not filed early.
58	Trinity Economic Development, LLC (597 Tax Credit)	Construction of Affordable Rental Housing - 2013	SURVAX	Construction of 100 affordable rental units.	3715 NW 5th Street, Miami, FL 33137	3	NO	NO	NO	\$ 1,125,000.00	112.3	NO	\$ -	Preliminary Feasibility Recommendation (PFR) was not filed early.
59	Trinity Economic Development, LLC (597 Tax Credit)	Construction of Affordable Rental Housing - 2013	SURVAX	Construction of 100 affordable rental units.	3715 NW 5th Street, Miami, FL 33137	3	NO	NO	NO	\$ 1,125,000.00	112.3	NO	\$ -	Preliminary Feasibility Recommendation (PFR) was not filed early.

*Agency has poor performance based on 4/5, 0/5, 5/7 from HOME funding in recommended to fully fund feasible activities.

12

EXHIBIT 1 - SURTAX and HOMEKEY Counseling

Public Housing and Community Development
FY 2013 RFA

Agency Name	Agency Title	Agency Category	Application Priority Description	Agency Address	District Activity is Tracked	District Servicing	HRSA Located	HRSA Servicing	FY 2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (PFR)	Staff Recommendation	Comments
Bundy Nurseries													
145	Bundy Nurseries Gardens, LLC (P/T/Res/Presby)	Public Housing	100% Homeownership model with co-tenancy incentives under 20% and 50% of AGI. Leasing incentives of 10% and 20% rental assistance program funds from the Home Care County PFA. \$2.5m credits and 2013 SURTAX	NE Forest at SW 79 Development on SW 79 Highway, Miami FL 33142		Central City Miami	Reserve Miami		\$ 2,500,000.00	80	No		Preliminary Feasibility Recommendation (PFR) was not to fund activity
<p>PFR Based on information provided in the application, SURTAX is to determine that the requested services are adequate to complete and permanently finance the development. However, SURTAX completes that the 2013 Surtax funds requested from the County do not meet the program guidelines and funding request. However, SURTAX completes that the 2013 Surtax funds requested from the County will fully fund the proposed development. The staff further believes it is within County program guidelines. Accordingly, SURTAX is recommended that the proposed development proceed into underwriting.</p>													
142	Greenbank Homes, LLC (Res /Res/Pres)	Specialty Value Development Project Homes, LLC 2013	71-unit senior housing development and separate rental units totaling 100 units has a plan for HomeKey Transitionary	3541 SW 63 Aventura, Miami, FL 33155					\$ 4,220,000.00	74.75	No		Preliminary Feasibility Recommendation (PFR) was not to fund activity
<p>PFR Based on information provided in the application, SURTAX is to determine that the requested services are adequate to complete and permanently finance the development. However, SURTAX completes that the 2013 Surtax funds requested from the County do not meet the program guidelines and funding request. However, SURTAX completes that the 2013 Surtax funds requested from the County will fully fund the proposed development. The staff further believes it is within County program guidelines. Accordingly, SURTAX is recommended that the proposed development proceed into underwriting.</p>													
99	The Institute Church of God Properties, Inc. (Religious)	Residence/Godwin Echberry - 2013	80-unit low income - 2 story apartment building development	10140-10141 NW 25 Aventura, Miami FL 33157			Westline Miami		\$ 404,000.00	82.25	No		Preliminary Feasibility Recommendation (PFR) was not to fund activity
<p>PFR Based on information provided in the application, SURTAX is to determine that the requested services are adequate to complete and permanently finance the development. However, SURTAX completes that the 2013 Surtax funds requested from the County do not meet the program guidelines and funding request. However, SURTAX completes that the 2013 Surtax funds requested from the County will fully fund the proposed development. The staff further believes it is within County program guidelines. Accordingly, SURTAX is recommended that the proposed development proceed into underwriting.</p>													
149	Stony Meadows Inc. (Religious) The Church	Stony Meadows 2013	100-unit low income apartment building development	35 Seward Blvd Aventura, Miami, FL 33172					\$ 7,028,000.00	58.75	No		Preliminary Feasibility Recommendation (PFR) was not to fund activity
<p>PFR Based on information provided in the application, SURTAX is to determine that the requested services are adequate to complete and permanently finance the development. However, SURTAX completes that the 2013 Surtax funds requested from the County do not meet the program guidelines and funding request. However, SURTAX completes that the 2013 Surtax funds requested from the County will fully fund the proposed development. The staff further believes it is within County program guidelines. Accordingly, SURTAX is recommended that the proposed development proceed into underwriting.</p>													

*Agency has past performance issues
**SURTAX from HOMEKEY is recommended to fully fund feasible activities.

EXHIBIT 1 - SURTAX and HOMEVIEW Consulting

Public Housing and Community Development
FY 2013 RFA

Blind Number	Agency Name	Agency Title	Agency Category	Application Agency Description	Agency Address	District Activity is Located	District Serving	MSHA Located	MSHA Served	FY 2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (PFM)	Staff Recommendation	Comments
57	City Corporation (Hoboken)	Executive Vice-2013	SURTAX	A project consisting of 11 affordable rental units consisting of eleven (11) one-bedroom, 1-1/2 bathroom units.	120 S.W. 23 Avenue, Miami, FL 33134	\$	\$	No	No	\$ 220,000.00 (23)	No	\$		Project's Feasibility Recommendation (FR) was not made by staff.
<p>NOTE: Based on information provided during application, staff is unable to determine that the proposed activities are eligible for funding and primary factors that the development, funds requested from the County meet the program guidelines and funding guidelines are not spending limits is sufficient to cover all proposed financing and debt service and applicable fees as stated acceptable to the County or other lenders. Accordingly, Staff does not recommend that the proposed development proceed in identification.</p>														
<p>Grand Total for Overall - SURTAX Total: \$41,168,459.30 \$14,850,090.00</p>														
<p>** \$5,028,627 from HOME funding is recommended to fully fund feasible activities. SURTAX Total: \$80,809,301.00 \$6,028,627.00</p>														

Agency has past performance issues
** \$5,028,627 from HOME funding is recommended for fully fund feasible activities.

16

MEMORANDUM

Agenda Item No. 8(K)(1)

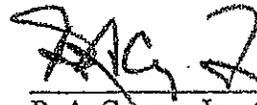
TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: May 7, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution authorizing the
County Mayor to expend
\$3,663,501.00 in Documentary
Stamp Surtax (Surtax) funds for
feasible projects that applied in
the FY 2013 Consolidated
Request for Applications (RFA)
Resolution No. R-355-13

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.

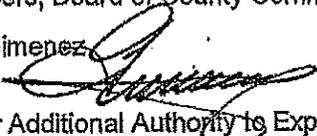


R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum



Date: May 7, 2013
To: Honorable Chairwoman Rebeca Sosa
and Members; Board of County Commissioners
From: Carlos A. Gimenez
Mayor 
Subject: Request for Additional Authority to Expend Documentary Stamp Surtax Funds

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or County Mayor's designee to expend \$3,663,501.00 in Documentary Stamp Surtax (Surtax) funds for additional projects that applied in the FY 2013 Consolidated Request for Applications (RFA) process and are next in-line for development. It is also recommended that the Board authorize the County Mayor or County Mayor's designee to execute all contracts, agreements and amendments necessary to carry out the above program and authorize the County Mayor or County Mayor's designee to exercise the cancellation provisions contained therein.

SCOPE

Exhibit I, reflects the proposed funding recommendations for Surtax projects that are next in-line for development. All of the projects are located in County Commission District 5 which is represented by Commissioner Bruno Barreiro.

FISCAL IMPACT/FUNDING SOURCE

Applications for the FY 2013 Surtax funding were solicited through the Public Housing and Community Development Department (PHCD) Consolidated RFA process. The County receives Documentary Stamp Surtax funds via monthly allocations for the purpose of increasing the development of affordable housing. Approval of this resolution will not create a fiscal impact to Miami-Dade County.

TRACK RECORD/MONITORING

The projects will be monitored by Gregg Fortner, Executive Director, Public Housing and Community Development Department.

BACKGROUND

The County issued the FY 2013 Consolidated RFA with twenty-five million dollars of Surtax funding; one half of that funding was designated for nine percent Low Income Housing Tax Credit projects and the remaining half was for four percent Low Income Housing Tax Credit projects as well as non-tax credit projects. There were more projects than there was funding made available in the RFA.

On December 18, 2012, the Board adopted Resolution No. R-1063-12 approving Surtax funding for projects that applied in the FY 2013 Consolidated RFA. The item noted that a separate agenda item would come to the Board recommending federal Home Investment Partnership (HOME) funds because the amount of Surtax funding available in the RFA was less than the funding requested by feasible projects. However, it was subsequently decided to recommend allocation of the funding source requested in the initial application. These projects are recommended for Surtax funds only, not HOME funds, as previously mentioned in Resolution No. R-1063-12. This item requests that additional authority to expend Surtax funds be granted to fund the additional projects that are feasible. The recommended projects are in Exhibit I.

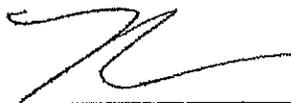
2

Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners
Page 2

SUMMARY

Approval of the recommendations herein will enable Miami-Dade County to fund feasible affordable housing projects that participated in the FY 2013 Consolidated RFA and that are next in-line for funding.

Attachment



Russell Benford, Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: May 7, 2013

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(K)(1)

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
- 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. 8(K)(1)
5-7-13

RESOLUTION NO. R-355-13

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXPEND \$3,663,501.00 IN DOCUMENTARY STAMP SURTAX (SURTAX) FUNDS FOR FEASIBLE PROJECTS THAT APPLIED IN THE FY 2013 CONSOLIDATED REQUEST FOR APPLICATIONS (RFA); AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ALL CONTRACTS, AGREEMENTS AND AMENDMENTS NECESSARY TO CARRY OUT THE ABOVE PROGRAMS; AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED 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 the five proposed rental housing projects: Brickell View Terrace Apartments, Ltd. --Brickell View Terrace Apartments 2013 (\$743,501.00); West Brickell Tower, Ltd. --New Construction of Senior Housing Development High-rise (\$300,000.00); West Brickell View, Ltd. --New Construction of Senior Housing Development Hi-rise-2013 (\$870,000.00); Miami Beach Community Development Corporation, Inc. -- The London House Apartments 2013 (\$450,000.00); and Miami Beach Community Development Corporation, Inc. --The Barclay 2013 (\$1,300,000.00), recommended for funding in the Documentary Surtax Program from the FY 2013 Consolidated Request for Applications are hereby approved and the County Mayor or County Mayor's designee is authorized to execute all letters of commitment, contracts, agreements and amendments pursuant to the proposed Surtax funding recommendations.

5

The foregoing resolution was offered by Commissioner **Lynda Bell** who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

	Rebeca Sosa, Chairwoman	aye
	Lynda Bell, Vice Chair	aye
Bruno A. Barreiro	aye	Esteban L. Bovo, Jr. aye
Jose "Pepe" Diaz	absent	Audrey M. Edmonson aye
Sally A. Heyman	aye	Barbara J. Jordan aye
Jean Monestime	absent	Dennis C. Moss aye
Sen. Javier D. Souto	absent	Xavier L. Suarez aye
Juan C. Zapata	absent	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of May, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk



Approved by County Attorney as to form and legal sufficiency. ShD

Shannon D. Summerset-Williams

6

Blnder Number	Agency Name	Activity Title	Activity Category	Application Activity Description	Activity Address	District Activity is Located	District Served	NRSA Located	NRSA(s) Serving	FY 2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (PFR)	BCC Approves thru Resolution No. R-1063-12	Explanation	Staff Recommendation For FY 2013 RFA Next In-line Project	Comments
Homebuyer Counseling and Education																
13	Trinity Empowerment Consortium, Inc.	Homebuyer Counseling and Education -2013	Counseling	Homebuyer counseling and education, including pre- and post-purchase counseling. Program to serve a minimum of 200 participants.	15260 SW 280 Street, Suite 206, Miami, FL 33182	9	CW	Leisure City/Miami	All NRSAs	\$ 100,000.00	N/A	N/A	\$ 100,000.00			
24	Experts Resource Community Center, Inc.	Homebuyer Counseling and Education -2013	Counseling	Provide a housing counseling program for First Time homebuyers county-wide. Counseling will also be provided for post-purchase, financial literacy, and loss mitigation for clients facing adverse.	610 NW 168 Street, Suite 202, Miami Gardens, FL 33169	1	CW	No	Melrose, Model City, Opa-locka, Penton, South Miami and West Little River	\$ 150,000.00	N/A	N/A	\$ 150,000.00			
48	Miami Beach Community Development Corporation, Inc.	Homebuyer Counseling and Education -2013	Counseling	Provide Homebuyer Counseling services to assist residents countywide become homeowners and maintain good homeowner status through Pre and post Homeowner workshops.	945 Pennsylvania Avenue, Miami Beach, FL 33139	5	CW	No	No	\$ 150,000.00	N/A	N/A	\$ 150,000.00			
52	Centro Campesino Farmworkers Center, Inc.	Homebuyer Counseling and Education -2013	Counseling	Housing counseling and education services throughout Miami-Dade.	35301 SW 138 Avenue, Miami, FL 33094	9	CW	No	No	\$ 200,000.00	N/A	N/A	\$ 100,000.00			
1	Opa-Locka Community Development Corporation, Inc.	Homebuyer Counseling and Education -2013	Counseling	Provide services to a minimum of 445 pre-purchase homeowners counseling and financial literacy in Opa-Locka NRSAs.	450 Opa-Locka Blvd., Suite 20, Opa-Locka, FL 33064	1	CW	Opa-locka	All NRSAs	\$ 450,000.00	N/A	N/A				
125	Little Heart Housing Association, Inc.	Homebuyer Counseling and Education -2013	Counseling	Provide homeownership training program services which consists of three (3) types of housing counseling educational services: Pre-Purchase Counseling, Pre-Purchase Homebuyer Education Workshops, and Non-Delinquency Post Purchase Workshops for homeowners.	181 NE 82 Street, Miami, FL 33138	3	CW	No	No	\$ 100,000.00	N/A	N/A	\$ 100,000.00			

*Agency has past performance issues

7

EXHIBIT 1 - Additional Surtax Authority

Public Housing and Community Development
FY 2013 RFA - Surtax and Homebuyer Counseling

Binder Number	Agency Name	Activity Title	Activity Category	Application Activity Description	Activity Address	District Activity is Located	District Serving	NRSA Located	NRSA(s) Serving	FY 2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (PFR)	BCC Approvals thru Resolution No. R-1063-12	Explanation	Staff Recommendation for FY 2013 RFA	Comments	
163	Green Turnkey Plaza, L.L.C. (9% Tax Credit)	New Construction & Rehabilitation - Affordable Housing - 2013	SURTAX	58-unit elderly tax credit affordable housing development for low to extremely low-income.	1145 NW 7 Court and 7500 NW 7 Court, Miami, FL 33135	3	3	No	No	\$ 1,555,000.00	115	No				PFR - It appears that all funding sources are available to applicant in a combined amount to adequately complete and permanently finance the development without the funds as requested from the county.	
<p>PFR: Based on information provided in the Application, SIG is able to determine that the represented sources are adequate to complete and permanently finance the development without funds as requested from the County and do not meet the program guidelines and limitations based on the information available. SIG does not recommend that the proposed development proceed into credit underwriting.</p>																	
66	Jack Orr Plaza Preservation, LLC (9% Tax Credit)	Public Housing Rehabilitation - 2013	SURTAX	Preservation and rehabilitation of the Jack Orr Plaza Public Housing development. The development project consists of 200 rental units for the elderly.	550 NW 2 Street, Miami, FL 33128	15	15	No	No	\$ 2,848,594.00	115	Yes	\$ 2,848,594.00				
65	South Miami Plaza Preservation, LLC (9% Tax Credit)	Public Housing Rehabilitation - 2013	SURTAX	Affordable housing senior citizen rental development (87 Units).	6701 SW 62 Avenue, South Miami, FL 33143	7	7	South Miami	South Miami	\$ 1,897,452.00	115	Yes	\$ 1,897,452.00				
63	Silburt Plaza Preservation, LLC (9% Tax Credit)	Affordable Housing Rehabilitation - 2013	SURTAX	Rehabilitation of 100-unit public housing senior center.	3150 Mundy Street, Miami, FL 33133	7	7	No	No	\$ 1,981,693.00	115	Yes	\$ 1,981,693.00				
49	City Crossings Ltd (9% Tax Credit)	City Crossings Apartments - 2013	SURTAX	New construction of 103 rental housing units.	233 SW 12 Street, Miami, FL 33130	5	5	No	No	\$ 1,400,000.00	100	Yes	\$ 1,400,000.00				
66	Brickell View Terraces Apartments, L.L.C. (9% Tax Credit)	Brickell View Terraces Apartments - 2013	SURTAX	New construction of 100 affordable housing units.	SW 10 Street and SW 1 Avenue, Miami, FL 33130	5	5	No	No	\$ 1,825,000.00	88	Yes	\$ 1,081,499.00		\$ 743,501.00	Received partial Surtax funding thru the FY 2013 RFA approval (R-1063-12)	
77	Vista Grande Apartments, L.L.C. (9% Tax Credit)	New Construction of Senior Housing Development - 2013	SURTAX	New construction of 85 affordable senior citizen housing units.	850 SW 2 Avenue, Miami, FL 33130	5	5	No	No	\$ 1,207,000.00	98.5	No					Preliminary Feasibility Recommendations was NOT to fund activity
<p>PFR: Based on information provided in the Application, SIG has determined that the represented sources are not adequate to complete construction, funds requested from the County meet the program guidelines and limitations based on the information available, funds requested from the County will not fully fund the proposed development within County program guidelines and that net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees, however not at a level acceptable to the County. SIG does not recommend that the proposed development proceed into underwriting.</p>																	

*Agency has past performance issues

Blind Number	Agency Name	Activity Title	Activity Category	Application Activity Description	Activity Address	District Activity is located	District Serving	NRSA Located	NRSA(s) Serving	FY 2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (PFR)	BCC Approvals thru Resolution No. R-1083-12	Explanation	Staff Recommendation for FY 2013 RFA	Comments	
60	West Brickell Tower, LLC (9% Tax Credit)	New Construction of Senior Housing Development for FY 2013	SURTAX	West Brickell Tower is a proposed age-restricted LHFC development. The project will offer 32 one- and two-bedroom units restricted to senior households earning 28 and 60 % of AMI or below, in a ten-story elevator-served building. The site is currently improved with two, two-story four-unit residential buildings, which will be demolished to allow for the subject project's new construction.	1026 SW 2 Avenue, Miami, FL 33130	6	No	No	No	\$ 300,000.00	65.25	Yes			\$ 300,000.00	Did not receive Surtax funding thru the FY 2013 RFA approval (R-1083-12)	
39	RLU Development II, LLC (9% Tax Credit)	Metro South Senior Apartments - 2013	SURTAX	New construction 5-unit senior citizen development.	3107 Sycamore Drive, South Miami, FL 33143	7	South Miami	South Miami	South Miami	\$ 1,645,000.00	91	Yes				Project is no longer feasible due to the City of South Miami Board action and subsequent withdrawal of General Obligation Bond funding.	
79	West Brickell View, LLC (5% Tax Credit)	New Construction of Senior Housing Development for FY 2013	SURTAX	New construction high-rise consisting of 64 units for senior citizens.	144 & 162 SW 8 Street, Miami, FL 33150	5	No	No	No	\$ 870,000.00	80.75	Yes			\$ 870,000.00	Did not receive Surtax funding thru the FY 2013 RFA approval (R-1083-12)	
9% Tax Credit - SURTAX Total:										\$ 19,643,845.00					\$ 12,500,000.00	\$ 1,913,501.00	
4% and Other Tax Credit - SURTAX																	
61	River Oaks Partners, Ltd (4% Tax Credit)	River Oaks Apartments - 2013	SURTAX	The project is an existing 160-unit affordable housing community located in South Miami-Dade County.	501 NW 5 Avenue, Florida City, FL 33003	8	No	No	No	\$ 2,050,000.00	115	Yes			\$ 2,050,000.00		
4% and Other Tax Credit - SURTAX Total:										\$ 2,050,000.00							

PFR: Based on information provided in the Application, SMG is able to determine that the represented sources are adequate to complete the development, funds requested from the County meet the program guidelines and limitations based on the information available, \$765,176 of funds requested from the County will fully fund the proposed development within County program guidelines and that net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders. SMG recommends that the proposed development proceed into credit underwriting.

10

Blnder Number	Agency Name	Activity Title	Activity Category	Application Activity Description	Activity Address	District Activity is Located	District Serving	NRSA Located	NRSA(s) Serving	FY 2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (PFR)	BCC Approvals thru Resolution No. R-1053-12	Explanation	Staff Recommendation for FY 2013 RFA	Comments
163	Island Living Apartments, Ltd. (4% Tax Credit)	Construction of Housing - 2013	SURTAX	An affordable 70-unit housing development. (Transit oriented, high-rise)	1201 NW 3 Avenue, Miami, FL 33136	3	3	No	No	\$ 1,400,000.00	113.7	No	\$ 1,400,000.00		Staff Recommendation for FY 2013 RFA	Determined to be feasible. See comment below.
164	South Dade Community Development, L.L.C. (Reitex)	The Village of Southside-Affordable Rental Project - 2013	SURTAX	The Village of Southside is a 98-unit affordable rental project.	11233 SW 215 Street, Miami, FL 33189	9	9	No	9	\$ 1,480,622.00	112.7	No	\$			Preliminary Feasibility Recommendations (PFR) was not to fund activity
165	Teacley Economic Development Corporation, Inc. (4% Tax Credit)	Substantial Rehab of 120 Units of Affordable Rental Housing - 2013	SURTAX	Rehabilitation of Edison Tenaces-120 affordable housing units.	875 NW 55 Street, Miami, FL 33127	3	3	Model City	Model City	\$ 1,125,000.00	112.3	No	\$			Preliminary Feasibility Recommendations (PFR) was not to fund activity
166	Melito Gardens Apartments, Ltd (4% Tax Credit)	Melito Gardens - 2013	SURTAX	Acquisition and rehabilitation of 239 existing rental units.	10980 SW 288 Street, Miami, FL 33092	9	9	Leisure City/Naranja	Leisure City/Naranja	\$ 1,700,000.00	100	Yes	\$ 1,700,000.00			
169	Allera Associates, Ltd. (HOME)	SBC Emery Housing - 2013	SURTAX	New construction of affordable rental apartments, targeted to households making less than 30% and 60% of area median gross income.	11001 Pinson Drive, Miami, FL 33178	9	9	No	No	\$ 2,400,000.00	100	No	\$ 2,400,000.00			The Board did not approve the \$2,000,000.00 recommended in the Preliminary Feasibility Review thru the FY 2013 REA approval (R-1053-12).
<p>PFR: Based on the assumptions outlined above, the net operating income is sufficient to cover all proposed financing; annual debt service and applicable fees at a level acceptable to the County or other lenders based on the information available. However, SAG is unable to determine that the represented sources are adequate to complete and permanently finance the development; funds requested from the County meet the program guidelines and limitations based on the information available, and funds requested from the County will fully fund the proposed development within County program guidelines. Accordingly, SAG does not recommend that the proposed development proceed into underwriting. However, Housing Finance Authority Board approved bond financing which has subsequently been approved by the BOC on 11/15/2012 and approved by the BOC on 12/04/2012.</p> <p>PFR: Based on information provided in the Application, SAG is unable to determine that the represented sources are adequate to construct and permanently finance The Village of Southside. Funds requested from the County do not appear to meet the program guidelines and limitations based on the information available. SAG is not able to determine if funds requested from the County will fully fund the proposed development within County program guidelines and can not determine that net operating income is sufficient to cover all proposed financing; annual debt service and applicable fees at a level acceptable to the County or other lenders. Accordingly, SAG does not recommend that the proposed development proceed into underwriting.</p> <p>PFR: Based on information provided in the Application, SAG is able to determine that the represented sources are adequate to complete and permanently finance the development; however, funds requested from the County do not meet the program guidelines and limitations. Based on the information available, \$1,187,811 of funds requested from the County will fully fund the proposed development within County program guidelines but net operating income is not sufficient to cover all proposed financing; annual debt service and applicable fees at a level acceptable to the County or other lenders. Accordingly, SAG does not recommend that the proposed development proceed into credit underwriting.</p> <p>PFR: Based upon information provided in the 2013 Documentary Stamp Surtax Funding Application, SAG is able to determine that the Subject's Net Operating Income is insufficient to cover Annual Debt Service and Applicable Fees for the proposed financing at a level acceptable to the County and other lenders. Funding sources verified by SAG are inadequate to complete and permanently finance the Subject Development and the \$2,400,000 requested from Miami-Dade County fails by \$587,197 to fully fund the Subject Development under its Program Guidelines and Limitations. SAG recommends that the Subject Development not proceed to credit underwriting. However, project currently funded with GDB and previously funded with \$2M in</p>																

*Agency has past performance issues

Roller Number	Agency Name	Activity Title	Activity Category	Application Activity Description	Activity Address	District Activity is Located	District Serving	RRSA Located	NRSA(s) Serving	FY 2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (PFR)	BCC Approvals thru Resolution No. R-1053-12	Explanation	Staff Recommendation For FY 2013 RFA	Comments	
62	Palcan Cove Associates, LTD (4% Tax Credit)	Palcan Cove Apartments- 2013	SURTAX	New construction of 112 affordable housing units.	NW 25 Avenue & NW 187 Street, Miami Gardens, FL 33056	1	1	No	No	\$ 2,600,000.00	100	Yes	\$ 2,500,000.00				
62	St. John Plaza Apartments, Ltd. (4% Tax Credit)	St. John Plaza Apartments- 2013	SURTAX	New construction of 80 multi-family rental units for low-to-moderate income individuals.	1801 NW 3 Avenue, 233 NW 13 Street and 4311 NW 2 Court, Miami, FL 33165	3	3	No - City of Miami Entitlement	Model City	\$ 1,800,000.00	87.5	No	\$			Preliminary Feasibility Recommendations (PFR) was not to fund activity	
<p>PFR: Based on information provided in the Application, SMG has determined that the represented sources are not adequate to complete construction, funds requested from the County meet the program guidelines and limitations based on the information</p>																	
134	Superior Manor Apartments, LTD (4% Tax Credit)	Superior Manor Apartments- 2013	SURTAX	New construction of 133 units of affordable housing units.	5155 NW 24 Avenue, Miami, FL 33142	3	3	No	No	\$ 2,760,000.00	97.25	No	\$				Preliminary Feasibility Recommendations (PFR) was not to fund activity
<p>PFR: Based on information provided in the Application, SMG is able to determine that the represented sources are adequate to complete and permanently finance the development, funds requested from the County meet the program guidelines and limitations based on the information available, and funds requested from the County will fully fund the proposed development within County program guidelines. However, net operating income is not sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders. Accordingly, SMG does not recommend that the proposed development proceed into underwriting.</p>																	
44	Tetra Blvd Apartments, LLC (Neighborhood)	Housing Rental, New Construction- 2013	SURTAX	New construction of rental, affordable housing for the elderly, of one and two bedroom designs. Features and amenities include: Secured carded entry, computer room, library, community center, exercise room and common area laundry facilities.	403, 423, 433 SW 8 5 Avenue, Miami, FL 33131	15	15	No	No	\$ 540,000.00	97.25	No	\$				Preliminary Feasibility Recommendations (PFR) was not to fund activity
<p>PFR: Based on information provided in the Application, SMG is not able to determine that the represented sources are adequate to complete and permanently finance the development, funds requested from the County meet the program guidelines and limitations based on the information available, and funds requested from the County will not fully fund the proposed development within County program guidelines. Net operating income is insufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County. Due to inadequate sources of funds, SMG does not recommend that the proposed development proceed into underwriting.</p>																	

12

Blind Number	Agency Name	Activity Title	Activity Category	Application Activity Description	Activity Address	District Activity is Located	District Serving	NRSA Located	NRSA(s) Serving	FY 2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (PFR)	BCC Approvals thru Resolution No. R-1083-12	Explanation	Staff Recommendation for FY 2013 RFA	Comments
8	Lynn Housing Ltd. (4% Tax Credit)	New Construction Housing - 2013	SURTAX	New construction of 98 affordable housing units.	NW 2 Avenue & NW 9 Street, Miami, FL 33136	3	3	No	No	\$ 1,950,000.00	95	Yes	\$ 1,950,000.00			
133	The Village Miami LTD (4% Tax Credit)	The Village Apartments Phase I - 2013	SURTAX	Affordable rental units (150 units)-New construction	6688 NW 7 Avenue, Miami, FL 33150	3	3	No	No	\$ 3,000,000.00	95	No	\$			Preliminary Feasibility Recommendations (PFR) was not to fund activity
<p>PFR: Based on information provided in the Application, SRG is unable to determine that the represented sources are adequate to complete and permanently finance the development, funds requested from the County will fully fund the proposed Development within County program guidelines and that net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders. Accordingly, SRG does not recommend that the proposed development proceed into underwriting.</p>																
47	Miami Beach Community Development Corporation, Inc. (Neither)	The London House Apartments - 2013	SURTAX	Rehabilitation of 19 rental garden style apartment units to provide affordable housing for low/moderate income persons (2 set-asides).	1975 Washington Avenue, Miami Beach, FL 33139	5	5	No	No	\$ 800,000.00	95	Yes	\$ 450,000.00			Received partial Surtax funding for the FY 2013 RFA approval (R-1083-12)
48	Miami Beach Community Development Corporation, Inc. (Neither)	The Barclay - 2013	SURTAX	Rehabilitation of a Multi-Family Facility.	1940 Park Avenue, Miami Beach, FL 33139	5	5	No	No	\$ 1,300,000.00	95	Yes	\$			Did not receive Surtax funding for the FY 2013 RFA approval (R-1083-12)
35	OM Corporation (Neither)	ParkNew II - 2013	SURTAX	New Construction of 66 (6) affordable housing units.	1610-1612 NW 16 Street, Miami, FL 33125	3	3	No	No	\$ 420,000.00	98.7	No	\$			Preliminary Feasibility Recommendations (PFR) was not to fund activity
<p>PFR: Based on the assumptions outlined above, the net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders based on the information available. However, SRG is unable to determine that the represented sources are adequate to complete and permanently finance the development, funds requested from the County will fully fund the proposed Development within County program guidelines and that net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders. Accordingly, SRG does not recommend that the proposed development proceed into underwriting.</p>																

13

Binder Number	Agency Name	Activity Title	Activity Category	Application Activity Description	Activity Address	District Activity is Located	Plat/Act Servicing	NRSA Located	NRSA(s) Servicing	FY 2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (PFR)	BCC Approvals thru Resolution No. R-1083-12	Explanation	Staff Recommendation for FY 2013 RFA	Comments	
5	St. Martin's Pk., L.L.C. (Metnet)	St. Martin's Place - 2013	SURTAX	New construction of rental, low-income housing tax credit development for low-income families and formerly homeless.	1170 NW 7 Avenue, 9 Miami 33139	3	No	No	No	\$ 2,300,000.00	83	No				Preliminary Feasibility Recommendations (PFR) was not to fund activity	
<p>PFR: Based on information provided in the Application, SMG is unable to determine that the represented sources of funds are adequate to complete and permanently finance the subject development, funds requested from the County meet program guidelines and limitations based on the information available, and funds requested from the County will fully fund the proposed development within County program guidelines and that net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders. Accordingly, SMG does not recommend that the proposed development proceed into underwriting.</p>																	
145	Tower Road Gardens, Ltd. (4% Tax Credit)	La Joya Apartments - 2013	SURTAX	150 affordable housing rental units catering to households below 60% and 30% of AMI. La Joya Apartments is being funded with tax-exempt revenue bonds from the Miami-Dade County HFA, 4% tax credits and 2009 SURTAX.	NE Corner of SW 288 Street and SW 149 Avenue, Miami, FL 33192	9	No	No	No	\$ 2,393,754.00	80	No					Preliminary Feasibility Recommendations (PFR) was not to fund activity
<p>PFR: Based on information provided in the application, SMG is able to determine that the represented sources are adequate to complete and permanently finance the development. However, SMG concludes that the 2013 Surtax funds requested from the County do not meet the program guidelines and limitations based on the information available, even though the funds requested from the County will fully fund the proposed development, the debt service coverage is not within County program guidelines. Accordingly, SMG does not recommend that the proposed development proceed into underwriting.</p>																	
102	Global Development Initiatives, LLC (4% Tax Credit)	Sanator Villas Development Project - Miami-Dade County - 2013	SURTAX	27-unit elderly housing development and a separate park and ride parking lot and bus pullover for Miami-Dade Transit Authority	9940 SW 89 Avenue, Miami, FL 33165	10	No	No	No	\$ 2,290,000.00	75.75	No					Preliminary Feasibility Recommendations (PFR) was not to fund activity
<p>PFR: Based on information provided in the Application, SMG is able to determine that net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders. However, SMG is unable to determine that the represented sources are adequate to complete and permanently finance the development, funds requested from the County meet the program guidelines and limitations based on the information available, and funds requested from the County will fully fund the proposed development within County program guidelines. Accordingly, SMG does not recommend that the proposed development proceed into underwriting.</p>																	
88	The Northside Church of God Properties, Inc. (Metnet)	Northside Garden Embassy - 2013	SURTAX	Eight one bedroom - 2 story affordable housing development	10740-10760 NW 26 Avenue, Miami, FL 33147	2	No	No	No	\$ 400,000.00	68.25	No					Preliminary Feasibility Recommendations (PFR) was not to fund activity
<p>PFR: Based on information provided in the Application, SMG is not able to determine that the represented sources are adequate to complete and permanently finance the development, funds requested from the County meet the program guidelines and limitations based on the information available, and funds requested from the County will fully fund the proposed development within County program guidelines, or that net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders. Accordingly, SMG does not recommend that the proposed development proceed into underwriting.</p>																	

Binder Number	Agency Name	Activity Title	Activity Category	Application Activity Description	Activity Address	District Activity is Located	District Serving	NRSA Located	NRSA(s) Served	FY 2013 Funding Requested	Average Score	Preliminary Feasibility Recommendation (PFR)	BCC Approvals thru Resolution No. R-1083-12	Explanation	Staff Recommendation for FY 2013 REA	Comments		
149	Swezy Acquisitions, Inc. (4% Tax Credit)	Stadium Tower Apartments - 2013	SURTAX	New construction of 65 units of multi-family housing located at the NW corner of NW 23rd Street and NW 8th Avenue, Miami, FL.	NW Corner of NW 23 Street and NW 8 Avenue, Miami, FL 33127	3	3	No	No	\$ 7,926,000.00	86.75	No				Preliminary Feasibility Recommendations (PFR) was not to fund activity		
<p>PFR: Based on information provided in the Application, SMG is able to determine that the represented sources are adequate to complete and permanently finance the development, funds requested from the County meet the program guidelines and limitations based on the information available, and funds requested from the County will fully fund the proposed Development within County program guidelines. However, net operating income is not sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders. Accordingly, SMG does not recommend that the proposed development proceed into underwriting.</p>																		
37	O.M. Corporation (Waiver)	Varadero Villas - 2013	SURTAX	A project consisting of 11 affordable rental units consisting of eleven (11) two-bedroom, 1 1/2 bathroom units	720 SW 83 Avenue, Miami, FL 33144	8	8	No	No	\$ 220,000.00	82.5	No					Preliminary Feasibility Recommendations (PFR) was not to fund activity	
<p>PFR: Based on information provided in the Application, SMG is unable to determine that the represented sources are adequate to complete and permanently finance the development, funds requested from the County meet the program guidelines and limitations based on the information available, funds requested from the County will fully fund the proposed Development within County program guidelines and that net operating income is sufficient to cover all proposed financing, annual debt service and applicable fees at a level acceptable to the County or other lenders. Accordingly, SMG does not recommend that the proposed development proceed into underwriting.</p>																		
4% and Other Tax Credit - SURTAX Total:										\$4,165,456.00								
SURTAX Total:										\$60,809,304.00								
										\$12,500,000.00								
										\$25,500,000.00								
										\$1,750,000.00								
										\$3,563,591.00								

15
46

RESOLUTION NO. 188-13-14006

A Resolution to consider, approve, reject or modify a settlement agreement between Metro South Senior Apartments Limited Partnership and the City of South Miami under the Florida Land Use and Environmental Dispute Resolution Act.

WHEREAS, Metro South Senior Apartments Limited Partnership ("Metro South") sought rezoning of a portion of the property located at 6101 Sunset Drive, South Miami, Florida which was denied by the City of South Miami ("City"); and

WHEREAS, Metro South made a demand for mediation pursuant to sec.70.51, Florida Statutes, also known as "FLUEDRA"; and

WHEREAS, Metro South and the City have been engaged in mediation proceedings pursuant to sec. 70.51, Florida Statute, which has resulted in a settlement agreement proposed by Metro South; and

WHEREAS, the FLUEDRA Special Magistrate has reviewed the proposed settlement agreement and he has recommended that the City approve the agreement. A copy of the recommendation of the Special Magistrate and the proposed settlement agreement is attached; and

WHEREAS, it is the obligation of the City to review the proposed settlement agreement pursuant to sec. 70.51, Florida Statute, and to either reject it, approve it or approve it with amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:

Section 1: The City Commission hereby accepts the development agreement, proposed by Metro South Senior Apartments Limited Partnership, approved as amended at second reading, authorizing the City Manager to sign the amended agreement. A copy of the proposed settlement agreement is attached hereto and made a part hereof by reference.

Section 2. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 3. This resolution shall become effective immediately upon adoption by vote of the City Commission after its second reading.

PASSED AND ADOPTED this 16th day of September, 2013.

Res. No. 188-13-14006

ATTEST:


CITY CLERK

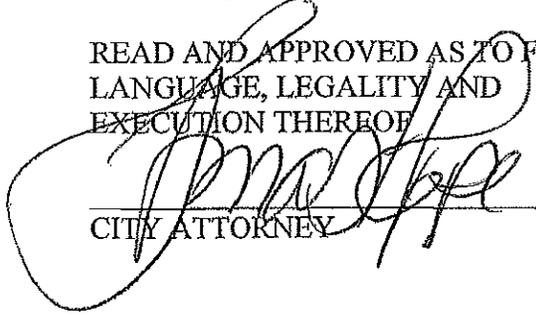
APPROVED:


MAYOR

1st Reading – 9/03/13

2nd Reading – 9/16/13

READ AND APPROVED AS TO FORM,
LANGUAGE, LEGALITY AND
EXECUTION THEREOF


CITY ATTORNEY

COMMISSION VOTE: 5-0
Mayor Stoddard: Yea
Vice Mayor Liebman: Yea
Commissioner Newman: Yea
Commissioner Harris: Yea
Commissioner Welsh: Yea

NEIGHBORHOOD NEWS



CITY OF SOUTH MIAMI
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that the City Commission for the City of South Miami, Florida, will conduct Public Hearing(s) at a Special City Commission Meeting scheduled for Monday, September 16, 2013, beginning at 7:00 p.m. at the City Commission Chambers, 6130 Sunset Drive to consider the following item(s):

A Resolution to consider approve, reject, or modify settlement agreement between Metro South Senior Apartments Limited Partnership and the City of South Miami regarding Florida Land Use and Environmental Dispute Resolution Act.

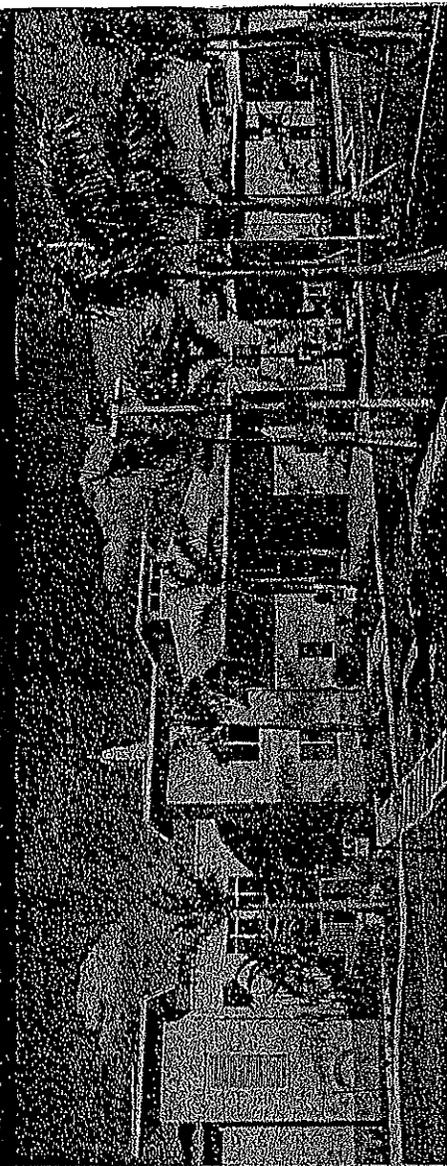
All interested parties are invited to attend and will be heard. For further information, please contact the City Clerk's Office at: 305-663-6749.

Maria M. Menendez, CMC
City Clerk

Published by Florida Statutes 26918-105. This City Clerk's Office, the public and the press are invited to attend and will be heard. Board of Education of South Miami, Florida, will conduct Public Hearing(s) at a Special City Commission Meeting scheduled for Monday, September 16, 2013, beginning at 7:00 p.m. at the City Commission Chambers, 6130 Sunset Drive to consider the following item(s):

Riviera Schools

CONTACT US NOW FOR AN ADMISSIONS VISIT
(PRESCHOOL THROUGH 12TH GRADE)



NEW STATE-OF-THE-ART TRACK CAMPUS FOR GRADES 6 THROUGH 12

RIVIERA DAY SCHOOL 6200 NEVA Street, Coral Gables, FL 33134 TEL: 305-322-0617
RIVIERA PREPARATORY SCHOOL 7777 W. Avenue Number One, Fort Lauderdale, FL 33309 TEL: 305-479-0829
www.rivieraschool.com | Accredited by ACSI, SAS, WASC, and NCA CASI

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

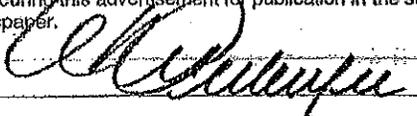
Before the undersigned authority personally appeared
O.V. FERBEYRE, who on oath says that he or she is the
VICE PRESIDENT, Legal Notices of the Miami Daily Business
Review f/k/a Miami Review, a daily (except Saturday, Sunday
and Legal Holidays) newspaper, published at Miami in Miami-Dade
County, Florida; that the attached copy of advertisement,
being a Legal Advertisement of Notice in the matter of

CITY OF SOUTH MIAMI
PUBLIC HEARING 9/16/2013

In the XXXX Court,
was published in said newspaper in the issues of

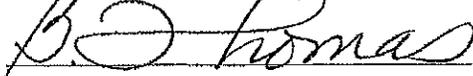
08/30/2013

Affiant further says that the said Miami Daily Business
Review is a newspaper published at Miami in said Miami-Dade
County, Florida and that the said newspaper has
heretofore been continuously published in said Miami-Dade County,
Florida, each day (except Saturday, Sunday and Legal Holidays)
and has been entered as second class mail matter at the post
office in Miami in said Miami-Dade County, Florida, for a
period of one year next preceding the first publication of the
attached copy of advertisement; and affiant further says that he or
she has neither paid nor promised any person, firm or corporation
any discount, rebate, commission or refund for the purpose
of securing this advertisement for publication in the said
newspaper.



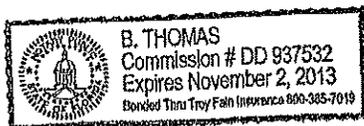
Sworn to and subscribed before me this

30 day of AUGUST, A.D. 2013



(SEAL)

O.V. FERBEYRE personally known to me



CITY OF SOUTH MIAMI NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that the City Commission of the City of South Miami, Florida will conduct public hearings at a special City Commission meeting scheduled for **Monday, September 16, 2013**, beginning at 7:00 p.m. in the City Commission Chambers, 9150 S.W. 15th Street to consider the following item(s):

- Resolution to consider, approve, reject or modify a settlement agreement between Metro South Senior Apartments, LLC, Partner of the City of South Miami under the Florida Health and Environmental Dispute Resolution Act.

All interested parties are invited to attend and will submit their comments at the public hearing. For more information, please contact the City Clerk's Office at (305) 251-3346.

Maria M. Menendez, G.M.C.
City Clerk

Pursuant to Florida Statutes 266.105, the City Clerk hereby gives the public that if the Commission decides to approve any goods or services, the Board/Agency or Commission will respect to any matter considered at its meeting hearing, however, the public record of the proceedings and that for such purpose, affected person may be able to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the approval is based.

9/30 12:59:20/2144165M

FLUEDRA AGREEMENT

This Agreement ("Agreement") is made and entered into this 20 day of SEPTEMBER, 2013, by and between the CITY OF SOUTH MIAMI, a Florida municipal corporation ("City") and METRO SOUTH SENIOR APARTMENTS LIMITED PARTNERSHIP, a Florida Limited Partnership ("Developer"), to implement a settlement under the Florida Land Use and Environmental Dispute Resolution Act, § 70.51 Florida Statutes (2012) (herein referred to as "FLUEDRA").

RECITALS

WHEREAS, Developer is the equitable owner of land located within the City at 6101 Sunset Drive, depicted and legally described in Exhibit "A" attached and incorporated herein (hereafter "Property"), having contracted to purchase same from its present legal owner, 6101 Sunset LLC, for the purpose of developing an affordable senior housing project; and

WHEREAS, the Developer timely petitioned for relief under FLUEDRA concerning the City's March 20, 2012 action on Developer's application for a zoning boundary change to rectify a split zoning condition on the Property, and the City and Developer participated in a duly noticed FLUEDRA mediation commencing June 8, 2012, (which has been continued by mutual consent of the parties up to the present time pursuant to § 70.51(23)); and

WHEREAS, the referenced § 70.51(17)(a) mediation resulted in a consensus among the Developer and City Staff to recommend adjustments under § 70.51(19) for resolution of the land use dispute that would address the articulated concerns of the both the City and Developer, and accordingly, the presiding Special Magistrate has recommended consideration of this implementing Agreement by the City Commission pursuant to § 70.51(19)(c); and

WHEREAS, the Site Plan documents attached hereto and incorporated herein as composite Exhibit "B" depict the proposed development alternative emanating from the the referenced FLUEDRA mediation process and were submitted to the City on August 16, 2013; and

WHEREAS, the City Commission finds that the Property possesses desirable and requisite characteristics to accommodate the tiered design, 91 unit senior apartment project depicted in the Site Plan documents attached as Exhibit B (hereafter "Project"), and that the Project is consistent with the land use designation for the Property under the City's Comprehensive Plan, and in keeping with the policies of the Transit Oriented Development District ("TODD") in which the Property is located; and

WHEREAS, the City Commission acknowledges that the Project has been awarded affordable housing credits by the Florida Housing Finance Corporation pursuant to the application attached for informational purposes as Exhibit D; and

WHEREAS, the City Commission finds that use proposed as the Project is consistent with the MU-4 and MU-5 zoning districts applicable to the Property, and that the Project is consistent with the City's Land Development Regulations except as to the adjustments allowed pursuant to FLUEDRA, specified in paragraph 6 below, in order to accommodate the proposed Project while alleviating design constraints and undesirable aesthetic "canyon" effect in the neighborhood by virtue of the current split zoning across the Property; and

WHEREAS, the Commission further finds that the Project facilitates the City's request that the Developer provide more street level commercial space than originally designed, and

WHEREAS, the Developer brought the actions *Metro South Senior Apartments Limited Partnership. v. City of South Miami* (Case No. 12-cv-23240") in the United States District Court for the Southern District of Florida (Federal Litigation) and *Metro South Senior Apartments Limited Partnership. v. City of South Miami* (Case No. 12-33670-CA-06) in the Eleventh Judicial Circuit of Florida ("State Litigation"), as well as a complaint with the U.S. Department of Housing and Urban Development (HUD File No: 04-13-0456-8, Title VI Case No.: 04-13-0456-6, Section 504 Case No.: 04-13-0456-4, Section 109 Case No.: 04-13-0456-9) ("HUD Complaint"). The City and Developer wish to resolve the disputes raised in the FLUEDRA petition, Federal Litigation, State Litigation, and HUD Complaint through a mutually acceptable development agreement, and Developer agrees that the uses and the terms specified in this Agreement as applied to the Property are acceptable and, upon fulfillment of the terms hereof, resolve the referenced disputes; and

WHEREAS, on September 3, 2013, the City Commission considered entry of this Agreement at a public hearing, after publishing notice of same on or before August 23, 2013, and after Notices of Intent to Consider this Agreement were mailed on August 27, 2013 and September 4, 2013 to all property owners, as reflected on the current years tax roll, lying within 500 feet of the Property (via certified mail to contiguous owners); and

WHEREAS, on September 16, 2013, the City Commission considered entry of this Agreement at a second public hearing, after publishing notice of same on or before September 4, 2013 and after announcing at the September 3, 2013 public hearing the day, time, and place of said second public hearing; and

WHEREAS, in accordance with Section 70.51(22), Florida Statutes, this Agreement constitutes the written decision of the City regarding the uses available to the Property; and

NOW, THEREFORE, the City and Developer, for \$10.00 and other good and valuable consideration, including the terms and conditions of the Agreement, the receipt and sufficiency of which is acknowledged by each party, hereby agree as follows:

1. **Recitals.** The above recitals are true and correct, and incorporated herein and made part of this Agreement.
2. **Exhibits.** All Exhibits to this Agreement are incorporated in and made part of this Agreement, except Exhibit D which is attached for informational purposes only (to reflect the conditions to which Developer would be obligated upon entering into the land use restriction agreement with FHFC that is required in the course of awarding affordable housing tax credits, so that the Developer's obligations to FHFC run with and bind the land being developed) and specifically referencing Section F. Resident Programs, pages 17, 18, and 19 of Exhibit D, setting forth Developer's programs for its residents who will be future citizens of the City of South Miami.
3. **Intent.** It is the intent of the City and Developer that this Agreement shall be adopted in conformity with FLUEDRA and should be construed and implemented so as to effectuate the purpose and intent of that Act.
4. **Comprehensive Plan Consistency.** The City Commission has determined that the mixed uses permitted by this Agreement would be consistent with the Future Land Use designation of the Property and would promote the policies of the City's Comprehensive Plan and the City's Transit Oriented Development District ("TODD").
5. **Current Zoning.** The Property is an assemblage of three contiguous platted lots lying within the City's TODD boundary and zoned MU-5 and MU-4.
6. **Zoning Consistency.** The City and Developer agree that the zoning consistency of the Site Plan attached hereto as Exhibit B is to be determined according to the City zoning regulations in effect on March 20, 2012, the date of government action subject of Developer's FLUEDRA petition. The City Commission has determined that the mixed uses permitted by this Agreement are consistent with the applicable MU-5 and MU-4 zonings, except that the following mutually beneficial adjustments are allowed in order to reasonably accommodate the Developer's request to provide 91 affordable senior apartment units (age-restricted to 55 and over, 19 of which are disabled accessible and the balance of which are disabled adaptable), along with associated common areas and 2,645 square feet of commercial space in the ground floor to accommodate the City's desire to foster mixed uses and commercial activity at the street level:
 - (a) A parking adjustment permitting a total of 136 parking spaces, 91 of which will be designated for the 91 residential units (to be assigned in the lease agreements) and 45 of which will be designated for visitor and commercial parking with the commercial parking to be located in close proximity to any commercial establishment on the ground floor

(including the covered, secure bicycle parking shown on page A2.01 of Exhibit B). Residential parking decals and parking cards will be issued to tenants for the vehicle to be parked in the residential parking area, which shall be segregated from the commercial/visitor parking area by a card-only access mechanical gate. Only one decal shall be issued to each rental unit. The commercial/visitor parking area shall be for customer and visitor parking only. Tenant vehicles that are found parked in this commercial/visitor parking area shall be towed, and towing shall be conducted by an authorized towing company to a towing company storage facility.

(b) A height adjustment to the MU-4 zoned portion of the site to facilitate the tiered design of the project increasing from 4 stories fronting on Sunset Drive to 7 stories, and then decreasing to 2 stories (which contain 3 levels of parking) at the rear of the Project.

7. **Site Plan Approval.** Execution of this agreement shall constitute final site plan approval for the Project, and the Developer may proceed to obtain building permits for construction in substantial compliance therewith in accordance with City zoning and building regulations in effect as of March 20, 2012. Developer shall construct a loading zone on the S.W. 61st Avenue side of the Project in substantial conformity to the loading zone depicted in the site plan and landscaping plans within Exhibits B and C, subject to receiving all necessary permits or approvals from the City. Developer shall timely pursue City approvals necessary for construction of said loading zone upon execution of this Agreement, and shall make good faith efforts to complete construction of the loading zone prior to occupancy of the Project. Developer shall construct the loading zone by the latter of occupancy of the Project or six months from issuance of all necessary permits for construction of the loading zone. Use of the loading zone for tenant moves shall be limited to the hours of 9:00 a.m. to 4:00 p.m., Monday through Saturday.
8. **Architectural Review.** The Developer shall construct the Project in substantial compliance with the color rendering in Exhibit B.
9. **Concurrency.** The Developer shall meet any applicable City concurrency infrastructure requirements effective as of March 20, 2012, and shall otherwise meet applicable requirements of Miami-Dade County and the Florida Building Code, necessary for construction of the project depicted in Exhibit B including, but not limited to traffic, water, sewer, roads and drainage. Any concurrency requirements at the time of building permit issuance shall be met within 5 years of the execution of this Agreement unless extended by mutual written agreement of the parties, and the following facilities will be provided concurrent with issuance of a certificate of occupancy if issuance occurs sooner:
 - a. **Parks / Open Space.** Upon issuance of a certificate of occupancy, the Developer shall pay the sum of \$250,000.00 to the City in full

satisfaction of Developer's contribution obligations for parks / open space, if any, for the Project.

b. Drainage. The Developer shall provide drainage as required by law in accordance with the Rules of the Department of Environmental Regulation and the South Florida Water Management District and the regulations of the City's Code.

c. Water and Sanitary Sewer. As required by law, the Developer shall comply with the requirements of the Miami-Dade County MDWASAD for provision of water and sewer services.

d. Water and Sanitary Sewer Distribution Lines. Developer is responsible for construction of water and sanitary sewer distribution lines, collection lines, pump stations, lift stations and fire hydrants within the boundaries of the Property. Such construction shall be undertaken in accordance with Miami-Dade County MDWASAD standards and specifications and shall be inspected and approved by the County.

e. Solid Waste Collection. The Developer shall provide waste collection service to the Property through a solid waste collection franchise previously approved by the City

f. Law Enforcement. The City provides police service to the Property.

g. Fire Rescue and Emergency Medical Services. Miami-Dade County provides fire rescue and emergency medical services to the Property.

h. Vehicular Traffic. The City is responsible for Levels of Service and concurrency determinations for local City roadways. The Developer shall meet traffic requirements of the City's code as applicable on the effective date of this Agreement.

i. Pedestrian Traffic – The Developer shall construct, at Developer's sole expense, an at-grade pedestrian crosswalk at a point on the Sunset Drive frontage of the Property agreeable to the City, with decorative pavers and signage (similar to the existing crosswalk in front of the Sunset Place development on Sunset Drive, east of U.S. 1) as well as flashing lights, subject to the City obtaining any necessary permits or approvals for installation of the crosswalk within the public right of way or other similar signal mutually acceptable to both parties. The timing of construction of the crosswalk shall be independent from the timing of the construction of the Project, however, Developer shall construct the crosswalk within six months of the City obtaining and issuing all necessary permits under this section.

10. **Commercial Uses.** The Developer shall make best efforts to recruit and lease to a deli tenant as soon as practicable upon completion of construction so that at least one deli restaurant shall be located in the Project's ground floor commercial space.
11. **Landscaping.** Landscaping on the property shall be in substantial compliance with the landscape plan attached hereto as Exhibit C ("Landscape Plan"). Developer covenants and agrees that it shall, perpetually and at all times, care for and maintain all plants, trees and shrubs in a professional and diligent manner to insure substantial compliance with the Landscape Plan. Developer shall regularly monitor the health and appearance of the landscaping and, where necessary, shall replace dead or permanently damaged plants, trees or shrubs with like or similar plant material to insure substantial compliance with the Landscape Plan. Failure of Developer to comply with this section shall constitute a civil offence enforceable under the Code Enforcement provisions of the City Code. A separate agreement or covenant ("Covenant"), prepared by the City, shall be executed by Developer and held in escrow by the City Attorney for recording pending the Developer's closing on the purchase of the Property. Said covenant shall incorporate the provisions of this section and provide for severability. A condition precedent to this Agreement is the execution of the Covenant in a form acceptable to the City. The Covenant shall be treated as a covenant running with and binding the land upon which the Development is situated and it shall be recorded in the land records of Miami-Dade County and, at the option of the City and if allowed by law, the Covenant may be re-recorded when necessary or required to maintain, uninterrupted, the effectiveness of the covenant running with the land.
12. **Construction Permitting.** The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions. The parties agree that the Developer will be required to comply with the Florida Building Code or as otherwise provided by this Agreement. The Developer shall pay fees and costs imposed by the City and Miami-Dade County, if any.
13. **Taxation.** The Developer shall not apply for any exemption or discount that affects the taxable value of the property developed as affordable senior and disabled apartments pursuant to this Agreement. In any event, should the property assessor, or the taxing authority, apply any discount or exemption to the property, or should the Developer of the property become tax exempt, the Developer agree to pay the City, in lieu of taxes, the amount of money that would have otherwise been paid to the City out of ad valorem taxes assessed against the property developed as affordable senior and disabled apartments pursuant to this Agreement, had the property or the Developer not received an exemption or discount or had the Developer not become tax exempt. The Developer hereby

knowingly and voluntarily waive any legal right to claim a tax exemption or discount contrary to this section but reserve the right to appeal or challenge ad valorem taxes on other grounds not inconsistent with this section. The provisions of this section shall run with the land and become binding on all heirs, successors and assigns of the Developer. A separate agreement or covenant ("Covenant"), prepared by the City, shall be executed by Developer and held in escrow by the City Attorney for recording pending the Developer's closing on the purchase of the Property. Said covenant shall be signed by the owner of the property in question which shall incorporate the provisions of this section and provide for severability. A condition precedent to this Agreement is the execution of the Covenant in a form acceptable to the City. The Covenant shall be treated as a covenant running with and binding the land upon which the Development is situated and it shall be recorded in the land records of Miami-Dade County and, at the option of the City and if allowed by law, the Covenant may be re-recorded when necessary or required to maintain, uninterrupted, the effectiveness of the covenant running with the land.

14. **Preference for South Miami Residents.** To the extent allowed by law, preference shall be given to residents of the City of South Miami in leasing units within the Project.
15. **Eviction.** In the event of any tenant eviction, no personal property of tenants shall be placed outside of the Project or on any public property, but shall be contained within the garage until properly transferred or disposed.
16. **Due Diligence and Time of Essence.** The City and Developer acknowledge that time is of the essence in implementing this Agreement and processing related building permits, given the tax credit financed nature of the Developer's proposed project. Upon execution of this Agreement, the City and Developer shall immediately commence all reasonable actions necessary to fulfill their obligations hereunder and likewise agree to use their best efforts to expeditiously process construction permitting. The City further agrees that all necessary plan review inspections will be conducted by the City Building Department on a timely and efficient basis, except that the City agrees to cooperate with any qualified independent third party building inspectors retained by the Developer pursuant to state law (at Developer's expense) to conduct plan reviews and inspections as necessary to comply with the terms of this Agreement and to facilitate the valid issuance of building permits (or a building permit ready letter) for the Project, as soon as practicable.
17. **Effective Date.** This Agreement shall become effective upon delivery of a copy of this Agreement, signed by the City Manager, to the Developer ("Effective Date").
18. **Duration.** The term of this Agreement shall be for a period of 30 years from its Effective Date, unless this Agreement is terminated as provided

for herein or extended as may be provided for in Section 163.3229, Florida Statutes. Any amendments to the Agreement within the term shall comply with the statutory requirements of Section 163.3220-3243, Florida Statutes.

19. **Recording.** The City shall record a copy of this Agreement in the public records of Miami-Dade County as soon as practicable after its execution by the City Manager and the Developer (and in any event, within 14 days of adoption of an authorizing resolution by the Commission) and shall also submit a copy to the Florida Department of Economic Opportunity within 14 days of recordation. If this Agreement is amended, extended, terminated, revoked, or nullified, the Clerk shall have notice of such action recorded in the public records and such recorded notice shall be submitted to the Florida Department of Economic Opportunity. The executed covenant(s) required under sections 10 and 12 above, shall not be recorded by the City until the City Attorney receives written notice from Developer that it has closed on the purchase Property.
20. **Termination.** The Developer may terminate this Agreement upon written notice if building permits (or a building permit ready letter) for the project depicted in Exhibit B are not issued by July 1, 2014 or if for any reason beyond Developer's control it is unable to close on the purchase of the Property from its present legal owner. The Developer may also terminate this Agreement if Developer is unable to close on its tax credit equity funding ("Equity Closing") before July 1, 2014 or if the Developer provides written notice of its determination that Equity Closing cannot occur at or prior to that time. This Agreement may otherwise be terminated by mutual written consent of the parties for the initial adoption of a development agreement.
21. **Dismissal & General Release.** Upon execution of this Agreement, a voluntary dismissal without prejudice of the Federal Litigation and HUD Complaint shall be filed, and the parties shall also execute a General Release releasing one another from all claims prior to the date of the General Release. The General Release shall not take effect unless and until Equity Closing occurs. If Equity Closing fails to occur on or before July 1, 2014, the General Release shall have no force or effect and this Agreement shall terminate unless otherwise extended by written consent of the parties. If Equity Closing occurs, Developer shall, within 10 days of the closing, dismiss all pending litigation with prejudice. All claims and causes of action, pending and/or threatened, shall be released by way of the General Release and each party shall bear their own attorneys fees and costs.
22. **Release by Developer.** If the Developer achieves Equity Closing on or before July 1, 2014, Developer shall at the time of Equity Closing execute and deliver to the City a General Release of the City from all claims that Developer had or may have had prior to the date of the release, in the form attached hereto as Exhibit E.

23. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the City and the Developer, as well as their respective successors in interest and assigns. In the event of an Assignment of this Agreement, the Developer shall provide notice to the City as provided herein.
24. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida, and judicial venue for any actions between the parties arising from this Agreement shall be in Miami-Dade County, Florida.
25. **Enforcement.** In the event the Board or the Developer is required to seek enforcement of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all costs of such action, including reasonable attorney's fees.
26. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
27. **Construction.** This Agreement shall be construed as the joint and equal work product of the parties and shall not be construed more or less favorably on account of its preparation.
28. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof and is the only agreement reached concerning the Project. All preceding discussions pertaining to the development of the Property were had pursuant to law and subject to full consideration by the City Commission at duly noticed public hearings.
29. **Notices.** The parties designate the following persons as representatives to be contacted and to receive notices, if any, regarding this Agreement.

For the City:

City Manager
6130 Sunset Drive
South Miami, FL 33143

with a copy to:

City Attorney
6130 Sunset Drive
South Miami, FL 33143

For the Developer:

Metro South Senior Apartments
Limited Partnership
Mr. Donald Paxton
2206 Jo An Drive
Sarasota, FL 33231

with a copy to:

(via regular mail and email to)
Amy Brigham Boulris, Esquire
Gunster Yoakley & Stewart LLP
One Biscayne Tower
2 South Biscayne Boulevard
Suite 3400
Miami, Florida 33131
aboulris@gunster.com

[REMAINDER OF PAGE LEFT BLANK. SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: Ksenia Leevi

[Signature]
Print Name: Ken Bowser Jr.

Metro South Senior Apartments Limited Partnership, a Florida Limited Partnership by its General Partner, Beneficial Metro South Senior LLC.

By: [Signature]
Name: Don Paxton
Title: Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of September 2013, by Don Paxton, as MC Manager of Metro South Senior Apartments Limited Partnership, a Florida Limited Partnership by its General Partners, Beneficial Metro South Senior LLC., who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Seal



Margaret A. Moore
Notary Public, State of Florida
Print Name: Margaret A Moore
My Commission Expires: 5-25-13

*** NO FURTHER TEXT ON THIS PAGE***

Attested:

By:
Marja Menendez
City Clerk

Marja Menendez

Witness

Marja Menendez

Witness

CITY OF SOUTH MIAMI

By
Steven Alexander

Steven Alexander
City Manager

Approved as to form, language,
legality and execution th bof

Thomas F. Pepe

By
Thomas F. Pepe
City Attorney

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ²⁰ day of ^{September} ~~April~~ 2013,
by Steven Alexander, as City Manager of the City of South Miami, on behalf of City
Commission, who is personally known to me.

Jenny H Roque

Notary Public, State of Florida
My Commission Expires:

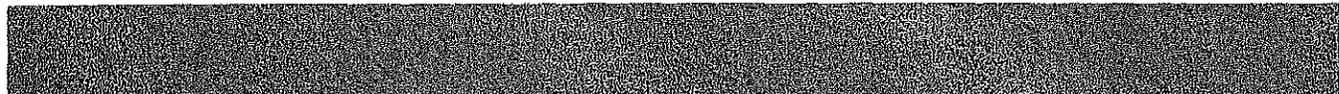


EXHIBIT A

EXHIBIT B



Metro South Apartments
South Miami, FL

PROPERTY NAME AND LOCATION
METRO SOUTH APARTMENTS, 12345 SW 15th Ave, South Miami, FL 33155

OWNER
BENEFICIAL BUILDINGS, 12345 SW 15th Ave, South Miami, FL 33155

PROJECT INFORMATION
RENOVATION OF EXISTING APARTMENT BUILDING TO MEET CURRENT CODES AND IMPROVE UNIT QUALITY.

ACCESSIBILITY REQUIREMENTS
COMPLY WITH 2010 ADA STANDARDS FOR ACCESSIBLE AND USABLE BUILDINGS.

CONSTRUCTION TYPE
CONCRETE FRAME WITH MASONRY WALLS

UNIT TYPES
1 BR, 2 BR, 3 BR

UNIT COUNT
100 UNITS

ESTIMATED COST
\$10,000,000

ZONING REQUIREMENTS

HEIGHT	35 FT
AREA	10,000 SQ FT
SETBACKS	5 FT FRONT, 5 FT SIDE, 10 FT REAR
SCREENING	NOT REQUIRED
PERMITTED USES	RESIDENTIAL APARTMENTS
REQUIREMENTS	SEE ZONING ORDINANCE

PARKING COUNT

MINIMUM REQUIRED	100
PROVIDED	100
TYPE	COVERED
LOCATION	UNDERGROUND

BUILDING AREA TABLE

Category	Area (sq ft)	Notes
Building Footprint	10,000	
Common Areas	2,000	
Garage	5,000	
Other	3,000	
TOTAL	20,000	

UNIT AREA TABLE

Unit Type	Count	Area (sq ft)	Total Area (sq ft)
1 BR	50	700	35,000
2 BR	30	1,000	30,000
3 BR	20	1,300	26,000
TOTAL	100	20,000	91,000

Code Compliance & Detail

A1.02

UNIT TYPES

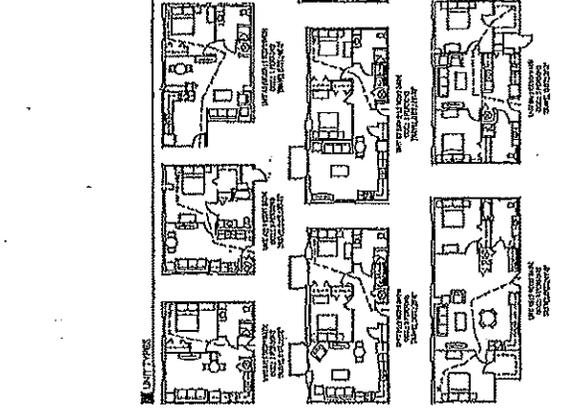
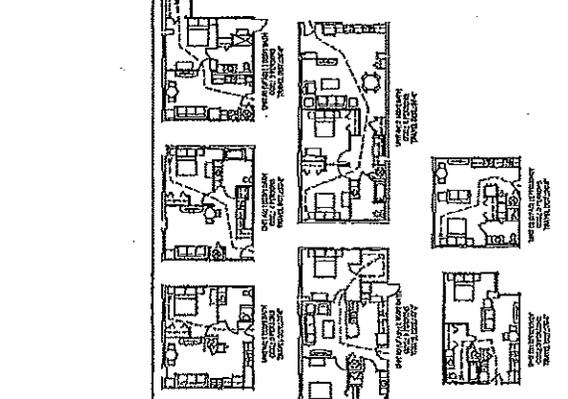
- 1 BR: 50 units
- 2 BR: 30 units
- 3 BR: 20 units

CONSTRUCTION SPECIFICATIONS

- Foundation: Cast-in-place concrete
- Structure: Concrete frame
- Exterior: Masonry walls
- Interior: Drywall, wood trim
- Roof: Flat roof with waterproofing

CONSTRUCTION & MEANS OF EGRESS (PER CHAPTER 10)

EXIT TYPE	STAIRWELL
EXIT WIDTH	44 IN
EXIT AREA	154 SQ FT
EXIT SIGN	ILLUMINATED
EXIT LIGHTING	EMERGENCY
EXIT DOOR	SWINGING
EXIT LOCKING	NO LOCKING
EXIT ELEVATOR	NOT APPLICABLE
EXIT STAIRS	STAIRWELL
EXIT RAMP	NOT APPLICABLE
EXIT ESCALATOR	NOT APPLICABLE
EXIT PLATFORM	NOT APPLICABLE
EXIT CORRIDOR	NOT APPLICABLE
EXIT ROOM	NOT APPLICABLE
EXIT MECHANICAL	NOT APPLICABLE
EXIT ELECTRICAL	NOT APPLICABLE
EXIT PIPING	NOT APPLICABLE
EXIT VENTILATION	NOT APPLICABLE
EXIT SOUND	NOT APPLICABLE
EXIT TELEPHONE	NOT APPLICABLE
EXIT SECURITY	NOT APPLICABLE
EXIT ACCESSIBILITY	NOT APPLICABLE
EXIT OTHER	NOT APPLICABLE



MEANS OF EGRESS SUMMARY

Exit Type	Count	Area (sq ft)
Stairwell	1	154
Corridor	100	10,000
Room	100	20,000
TOTAL	101	30,154

FORUM
 ARCHITECTURE &
 INTERIOR DESIGN, INC.
 1000 Pennsylvania Boulevard
 Suite 200
 Philadelphia, PA 19104
 Tel: 215-381-1000
 Fax: 215-381-1001

BENEFICIAL
 REAL ESTATE SERVICES, INC.
 1000 Pennsylvania Boulevard
 Suite 200
 Philadelphia, PA 19104
 Tel: 215-381-1000
 Fax: 215-381-1001

**Metro South
 Apartments**
 South Mount, PA

James S. Block
 CONSULTANT
 1000 Pennsylvania Boulevard
 Suite 200
 Philadelphia, PA 19104
 Tel: 215-381-1000
 Fax: 215-381-1001

DATE: 11/14/77
 SHEET NO. 11/14/77

Basement Plan
 A5.05

- SHEET NOTES**
- A. REFER TO SHEET A5.04 FOR COMMON AREAS.
 - B. REFER TO SHEET A5.06 FOR GARAGE AND DRIVEWAY OPENINGS.
 - C. REFER TO SHEET A5.07 FOR DRIVEWAY AND GARAGE OPENINGS.
 - D. REFER TO SHEET A5.08 FOR DRIVEWAY AND GARAGE OPENINGS.
 - E. REFER TO SHEET A5.09 FOR DRIVEWAY AND GARAGE OPENINGS.
 - F. REFER TO SHEET A5.10 FOR DRIVEWAY AND GARAGE OPENINGS.
 - G. REFER TO SHEET A5.11 FOR DRIVEWAY AND GARAGE OPENINGS.
 - H. REFER TO SHEET A5.12 FOR DRIVEWAY AND GARAGE OPENINGS.
 - I. REFER TO SHEET A5.13 FOR DRIVEWAY AND GARAGE OPENINGS.
 - J. REFER TO SHEET A5.14 FOR DRIVEWAY AND GARAGE OPENINGS.
 - K. REFER TO SHEET A5.15 FOR DRIVEWAY AND GARAGE OPENINGS.
 - L. REFER TO SHEET A5.16 FOR DRIVEWAY AND GARAGE OPENINGS.
 - M. REFER TO SHEET A5.17 FOR DRIVEWAY AND GARAGE OPENINGS.
 - N. REFER TO SHEET A5.18 FOR DRIVEWAY AND GARAGE OPENINGS.
 - O. REFER TO SHEET A5.19 FOR DRIVEWAY AND GARAGE OPENINGS.
 - P. REFER TO SHEET A5.20 FOR DRIVEWAY AND GARAGE OPENINGS.
 - Q. REFER TO SHEET A5.21 FOR DRIVEWAY AND GARAGE OPENINGS.
 - R. REFER TO SHEET A5.22 FOR DRIVEWAY AND GARAGE OPENINGS.
 - S. REFER TO SHEET A5.23 FOR DRIVEWAY AND GARAGE OPENINGS.
 - T. REFER TO SHEET A5.24 FOR DRIVEWAY AND GARAGE OPENINGS.
 - U. REFER TO SHEET A5.25 FOR DRIVEWAY AND GARAGE OPENINGS.
 - V. REFER TO SHEET A5.26 FOR DRIVEWAY AND GARAGE OPENINGS.
 - W. REFER TO SHEET A5.27 FOR DRIVEWAY AND GARAGE OPENINGS.
 - X. REFER TO SHEET A5.28 FOR DRIVEWAY AND GARAGE OPENINGS.
 - Y. REFER TO SHEET A5.29 FOR DRIVEWAY AND GARAGE OPENINGS.
 - Z. REFER TO SHEET A5.30 FOR DRIVEWAY AND GARAGE OPENINGS.

- KEY NOTES**
- 1. SEE WALL FINISH
 - 2. SEE FLOOR FINISH
 - 3. SEE CEILING FINISH
 - 4. SEE DOOR FINISH
 - 5. SEE WINDOW FINISH
 - 6. SEE STAIR FINISH
 - 7. SEE BATH FINISH
 - 8. SEE KITCHEN FINISH
 - 9. SEE LIVING FINISH
 - 10. SEE BEDROOM FINISH
 - 11. SEE HALL FINISH
 - 12. SEE CLOSET FINISH
 - 13. SEE PORCH FINISH
 - 14. SEE DRIVEWAY FINISH
 - 15. SEE GARAGE FINISH
 - 16. SEE TERRACE FINISH
 - 17. SEE PATIO FINISH
 - 18. SEE BALCONY FINISH
 - 19. SEE DECK FINISH
 - 20. SEE STAIRCASE FINISH
 - 21. SEE ELEVATOR FINISH
 - 22. SEE MECHANICAL FINISH
 - 23. SEE ELECTRICAL FINISH
 - 24. SEE PLUMBING FINISH
 - 25. SEE HEATING FINISH
 - 26. SEE COOLING FINISH
 - 27. SEE LIGHTING FINISH
 - 28. SEE SOUND FINISH
 - 29. SEE VIBRATION FINISH
 - 30. SEE INSULATION FINISH
 - 31. SEE ROOF FINISH
 - 32. SEE FOUNDATION FINISH
 - 33. SEE EXTERIOR FINISH
 - 34. SEE INTERIOR FINISH
 - 35. SEE FINISH SCHEDULE

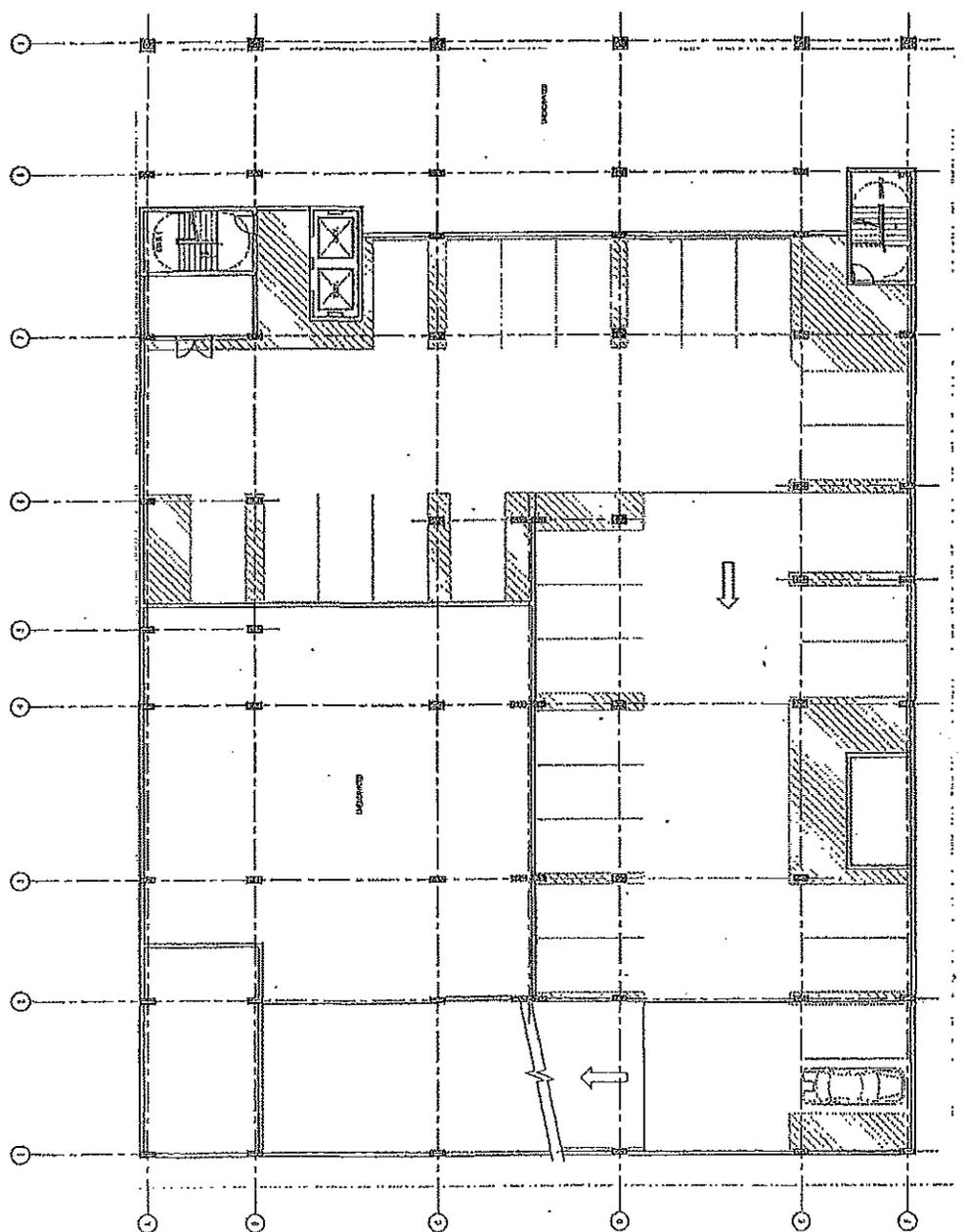
- CONCRETE NOTES**
- A. 4" MIN. THICK CONCRETE SLAB ON GRADE.
 - B. 4" MIN. THICK CONCRETE CURB.
 - C. 4" MIN. THICK CONCRETE CHASE.
 - D. 4" MIN. THICK CONCRETE CHASE.
 - E. 4" MIN. THICK CONCRETE CHASE.
 - F. 4" MIN. THICK CONCRETE CHASE.
 - G. 4" MIN. THICK CONCRETE CHASE.
 - H. 4" MIN. THICK CONCRETE CHASE.
 - I. 4" MIN. THICK CONCRETE CHASE.
 - J. 4" MIN. THICK CONCRETE CHASE.
 - K. 4" MIN. THICK CONCRETE CHASE.
 - L. 4" MIN. THICK CONCRETE CHASE.
 - M. 4" MIN. THICK CONCRETE CHASE.
 - N. 4" MIN. THICK CONCRETE CHASE.
 - O. 4" MIN. THICK CONCRETE CHASE.
 - P. 4" MIN. THICK CONCRETE CHASE.
 - Q. 4" MIN. THICK CONCRETE CHASE.
 - R. 4" MIN. THICK CONCRETE CHASE.
 - S. 4" MIN. THICK CONCRETE CHASE.
 - T. 4" MIN. THICK CONCRETE CHASE.
 - U. 4" MIN. THICK CONCRETE CHASE.
 - V. 4" MIN. THICK CONCRETE CHASE.
 - W. 4" MIN. THICK CONCRETE CHASE.
 - X. 4" MIN. THICK CONCRETE CHASE.
 - Y. 4" MIN. THICK CONCRETE CHASE.
 - Z. 4" MIN. THICK CONCRETE CHASE.

- WOOD NOTES**
- A. 2" X 4" STUDS @ 16" O.C.
 - B. 2" X 6" JOISTS @ 16" O.C.
 - C. 2" X 8" JOISTS @ 16" O.C.
 - D. 2" X 10" JOISTS @ 16" O.C.
 - E. 2" X 12" JOISTS @ 16" O.C.
 - F. 2" X 14" JOISTS @ 16" O.C.
 - G. 2" X 16" JOISTS @ 16" O.C.
 - H. 2" X 18" JOISTS @ 16" O.C.
 - I. 2" X 20" JOISTS @ 16" O.C.
 - J. 2" X 22" JOISTS @ 16" O.C.
 - K. 2" X 24" JOISTS @ 16" O.C.
 - L. 2" X 26" JOISTS @ 16" O.C.
 - M. 2" X 28" JOISTS @ 16" O.C.
 - N. 2" X 30" JOISTS @ 16" O.C.
 - O. 2" X 32" JOISTS @ 16" O.C.
 - P. 2" X 34" JOISTS @ 16" O.C.
 - Q. 2" X 36" JOISTS @ 16" O.C.
 - R. 2" X 38" JOISTS @ 16" O.C.
 - S. 2" X 40" JOISTS @ 16" O.C.
 - T. 2" X 42" JOISTS @ 16" O.C.
 - U. 2" X 44" JOISTS @ 16" O.C.
 - V. 2" X 46" JOISTS @ 16" O.C.
 - W. 2" X 48" JOISTS @ 16" O.C.
 - X. 2" X 50" JOISTS @ 16" O.C.
 - Y. 2" X 52" JOISTS @ 16" O.C.
 - Z. 2" X 54" JOISTS @ 16" O.C.

- MECHANICAL NOTES**
- A. SEE MECHANICAL SCHEDULE.
 - B. SEE MECHANICAL SCHEDULE.
 - C. SEE MECHANICAL SCHEDULE.
 - D. SEE MECHANICAL SCHEDULE.
 - E. SEE MECHANICAL SCHEDULE.
 - F. SEE MECHANICAL SCHEDULE.
 - G. SEE MECHANICAL SCHEDULE.
 - H. SEE MECHANICAL SCHEDULE.
 - I. SEE MECHANICAL SCHEDULE.
 - J. SEE MECHANICAL SCHEDULE.
 - K. SEE MECHANICAL SCHEDULE.
 - L. SEE MECHANICAL SCHEDULE.
 - M. SEE MECHANICAL SCHEDULE.
 - N. SEE MECHANICAL SCHEDULE.
 - O. SEE MECHANICAL SCHEDULE.
 - P. SEE MECHANICAL SCHEDULE.
 - Q. SEE MECHANICAL SCHEDULE.
 - R. SEE MECHANICAL SCHEDULE.
 - S. SEE MECHANICAL SCHEDULE.
 - T. SEE MECHANICAL SCHEDULE.
 - U. SEE MECHANICAL SCHEDULE.
 - V. SEE MECHANICAL SCHEDULE.
 - W. SEE MECHANICAL SCHEDULE.
 - X. SEE MECHANICAL SCHEDULE.
 - Y. SEE MECHANICAL SCHEDULE.
 - Z. SEE MECHANICAL SCHEDULE.

- ELECTRICAL NOTES**
- A. SEE ELECTRICAL SCHEDULE.
 - B. SEE ELECTRICAL SCHEDULE.
 - C. SEE ELECTRICAL SCHEDULE.
 - D. SEE ELECTRICAL SCHEDULE.
 - E. SEE ELECTRICAL SCHEDULE.
 - F. SEE ELECTRICAL SCHEDULE.
 - G. SEE ELECTRICAL SCHEDULE.
 - H. SEE ELECTRICAL SCHEDULE.
 - I. SEE ELECTRICAL SCHEDULE.
 - J. SEE ELECTRICAL SCHEDULE.
 - K. SEE ELECTRICAL SCHEDULE.
 - L. SEE ELECTRICAL SCHEDULE.
 - M. SEE ELECTRICAL SCHEDULE.
 - N. SEE ELECTRICAL SCHEDULE.
 - O. SEE ELECTRICAL SCHEDULE.
 - P. SEE ELECTRICAL SCHEDULE.
 - Q. SEE ELECTRICAL SCHEDULE.
 - R. SEE ELECTRICAL SCHEDULE.
 - S. SEE ELECTRICAL SCHEDULE.
 - T. SEE ELECTRICAL SCHEDULE.
 - U. SEE ELECTRICAL SCHEDULE.
 - V. SEE ELECTRICAL SCHEDULE.
 - W. SEE ELECTRICAL SCHEDULE.
 - X. SEE ELECTRICAL SCHEDULE.
 - Y. SEE ELECTRICAL SCHEDULE.
 - Z. SEE ELECTRICAL SCHEDULE.

- PLUMBING NOTES**
- A. SEE PLUMBING SCHEDULE.
 - B. SEE PLUMBING SCHEDULE.
 - C. SEE PLUMBING SCHEDULE.
 - D. SEE PLUMBING SCHEDULE.
 - E. SEE PLUMBING SCHEDULE.
 - F. SEE PLUMBING SCHEDULE.
 - G. SEE PLUMBING SCHEDULE.
 - H. SEE PLUMBING SCHEDULE.
 - I. SEE PLUMBING SCHEDULE.
 - J. SEE PLUMBING SCHEDULE.
 - K. SEE PLUMBING SCHEDULE.
 - L. SEE PLUMBING SCHEDULE.
 - M. SEE PLUMBING SCHEDULE.
 - N. SEE PLUMBING SCHEDULE.
 - O. SEE PLUMBING SCHEDULE.
 - P. SEE PLUMBING SCHEDULE.
 - Q. SEE PLUMBING SCHEDULE.
 - R. SEE PLUMBING SCHEDULE.
 - S. SEE PLUMBING SCHEDULE.
 - T. SEE PLUMBING SCHEDULE.
 - U. SEE PLUMBING SCHEDULE.
 - V. SEE PLUMBING SCHEDULE.
 - W. SEE PLUMBING SCHEDULE.
 - X. SEE PLUMBING SCHEDULE.
 - Y. SEE PLUMBING SCHEDULE.
 - Z. SEE PLUMBING SCHEDULE.



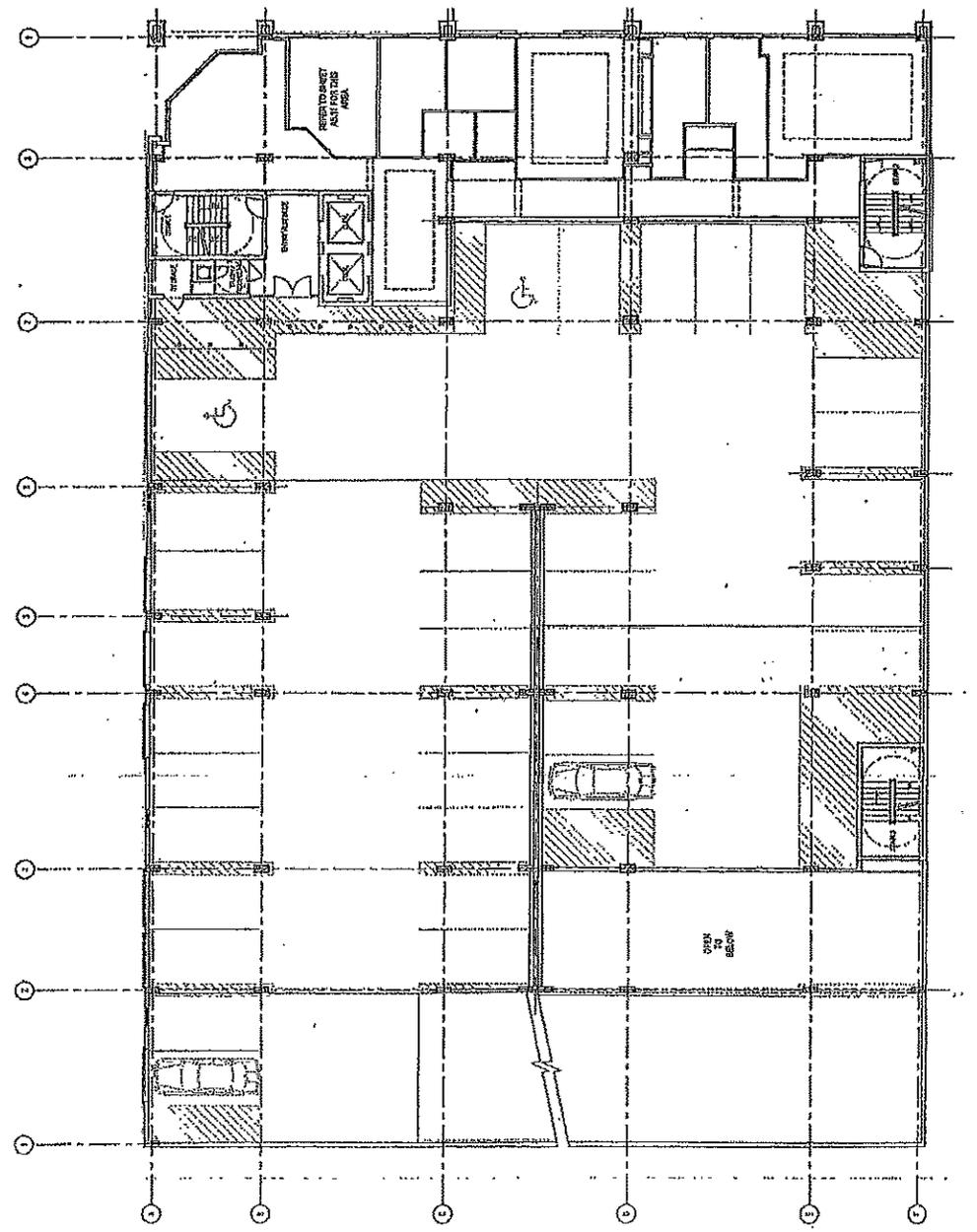
1 First Floor Plan

Project: Metro South Apartments
 Location: South Mead, CO
 Date: 11/15/11
 Scale: 1/8" = 1'-0"

REVISIONS

NO.	DATE	DESCRIPTION
1	11/15/11	ISSUED FOR PERMITS
2	11/15/11	REVISIONS TO PERMITS
3	11/15/11	REVISIONS TO PERMITS
4	11/15/11	REVISIONS TO PERMITS
5	11/15/11	REVISIONS TO PERMITS
6	11/15/11	REVISIONS TO PERMITS
7	11/15/11	REVISIONS TO PERMITS
8	11/15/11	REVISIONS TO PERMITS
9	11/15/11	REVISIONS TO PERMITS
10	11/15/11	REVISIONS TO PERMITS
11	11/15/11	REVISIONS TO PERMITS
12	11/15/11	REVISIONS TO PERMITS
13	11/15/11	REVISIONS TO PERMITS
14	11/15/11	REVISIONS TO PERMITS
15	11/15/11	REVISIONS TO PERMITS
16	11/15/11	REVISIONS TO PERMITS
17	11/15/11	REVISIONS TO PERMITS
18	11/15/11	REVISIONS TO PERMITS
19	11/15/11	REVISIONS TO PERMITS
20	11/15/11	REVISIONS TO PERMITS
21	11/15/11	REVISIONS TO PERMITS
22	11/15/11	REVISIONS TO PERMITS
23	11/15/11	REVISIONS TO PERMITS
24	11/15/11	REVISIONS TO PERMITS
25	11/15/11	REVISIONS TO PERMITS
26	11/15/11	REVISIONS TO PERMITS
27	11/15/11	REVISIONS TO PERMITS
28	11/15/11	REVISIONS TO PERMITS
29	11/15/11	REVISIONS TO PERMITS
30	11/15/11	REVISIONS TO PERMITS
31	11/15/11	REVISIONS TO PERMITS
32	11/15/11	REVISIONS TO PERMITS
33	11/15/11	REVISIONS TO PERMITS
34	11/15/11	REVISIONS TO PERMITS
35	11/15/11	REVISIONS TO PERMITS
36	11/15/11	REVISIONS TO PERMITS
37	11/15/11	REVISIONS TO PERMITS
38	11/15/11	REVISIONS TO PERMITS
39	11/15/11	REVISIONS TO PERMITS
40	11/15/11	REVISIONS TO PERMITS
41	11/15/11	REVISIONS TO PERMITS
42	11/15/11	REVISIONS TO PERMITS
43	11/15/11	REVISIONS TO PERMITS
44	11/15/11	REVISIONS TO PERMITS
45	11/15/11	REVISIONS TO PERMITS
46	11/15/11	REVISIONS TO PERMITS
47	11/15/11	REVISIONS TO PERMITS
48	11/15/11	REVISIONS TO PERMITS
49	11/15/11	REVISIONS TO PERMITS
50	11/15/11	REVISIONS TO PERMITS
51	11/15/11	REVISIONS TO PERMITS
52	11/15/11	REVISIONS TO PERMITS
53	11/15/11	REVISIONS TO PERMITS
54	11/15/11	REVISIONS TO PERMITS
55	11/15/11	REVISIONS TO PERMITS
56	11/15/11	REVISIONS TO PERMITS
57	11/15/11	REVISIONS TO PERMITS
58	11/15/11	REVISIONS TO PERMITS
59	11/15/11	REVISIONS TO PERMITS
60	11/15/11	REVISIONS TO PERMITS
61	11/15/11	REVISIONS TO PERMITS
62	11/15/11	REVISIONS TO PERMITS
63	11/15/11	REVISIONS TO PERMITS
64	11/15/11	REVISIONS TO PERMITS
65	11/15/11	REVISIONS TO PERMITS
66	11/15/11	REVISIONS TO PERMITS
67	11/15/11	REVISIONS TO PERMITS
68	11/15/11	REVISIONS TO PERMITS
69	11/15/11	REVISIONS TO PERMITS
70	11/15/11	REVISIONS TO PERMITS
71	11/15/11	REVISIONS TO PERMITS
72	11/15/11	REVISIONS TO PERMITS
73	11/15/11	REVISIONS TO PERMITS
74	11/15/11	REVISIONS TO PERMITS
75	11/15/11	REVISIONS TO PERMITS
76	11/15/11	REVISIONS TO PERMITS
77	11/15/11	REVISIONS TO PERMITS
78	11/15/11	REVISIONS TO PERMITS
79	11/15/11	REVISIONS TO PERMITS
80	11/15/11	REVISIONS TO PERMITS
81	11/15/11	REVISIONS TO PERMITS
82	11/15/11	REVISIONS TO PERMITS
83	11/15/11	REVISIONS TO PERMITS
84	11/15/11	REVISIONS TO PERMITS
85	11/15/11	REVISIONS TO PERMITS
86	11/15/11	REVISIONS TO PERMITS
87	11/15/11	REVISIONS TO PERMITS
88	11/15/11	REVISIONS TO PERMITS
89	11/15/11	REVISIONS TO PERMITS
90	11/15/11	REVISIONS TO PERMITS
91	11/15/11	REVISIONS TO PERMITS
92	11/15/11	REVISIONS TO PERMITS
93	11/15/11	REVISIONS TO PERMITS
94	11/15/11	REVISIONS TO PERMITS
95	11/15/11	REVISIONS TO PERMITS
96	11/15/11	REVISIONS TO PERMITS
97	11/15/11	REVISIONS TO PERMITS
98	11/15/11	REVISIONS TO PERMITS
99	11/15/11	REVISIONS TO PERMITS
100	11/15/11	REVISIONS TO PERMITS

- SHEET NOTES**
- REFER TO ALL OTHER SHEETS FOR DIMENSIONS AND FINISHES.
 - REFER TO STRUCTURAL DRAWINGS FOR COLUMN, BEAM, AND WALL FINISHES AND CONCRETE STRENGTH.
 - REFER TO MECHANICAL DRAWINGS FOR ALL MECHANICAL EQUIPMENT AND DUCTWORK.
 - REFER TO ELECTRICAL DRAWINGS FOR ALL ELECTRICAL EQUIPMENT AND WIRING.
 - REFER TO PLUMBING DRAWINGS FOR ALL PLUMBING EQUIPMENT AND PIPING.
 - REFER TO FIRE PROTECTION DRAWINGS FOR ALL FIRE PROTECTION EQUIPMENT AND MATERIALS.
 - REFER TO FINISH SCHEDULE FOR ALL FINISHES.
 - REFER TO SPECIFICATIONS FOR ALL MATERIALS AND EQUIPMENT.
 - REFER TO ALL OTHER SHEETS FOR DIMENSIONS AND FINISHES.
 - REFER TO STRUCTURAL DRAWINGS FOR COLUMN, BEAM, AND WALL FINISHES AND CONCRETE STRENGTH.
 - REFER TO MECHANICAL DRAWINGS FOR ALL MECHANICAL EQUIPMENT AND DUCTWORK.
 - REFER TO ELECTRICAL DRAWINGS FOR ALL ELECTRICAL EQUIPMENT AND WIRING.
 - REFER TO PLUMBING DRAWINGS FOR ALL PLUMBING EQUIPMENT AND PIPING.
 - REFER TO FIRE PROTECTION DRAWINGS FOR ALL FIRE PROTECTION EQUIPMENT AND MATERIALS.
 - REFER TO FINISH SCHEDULE FOR ALL FINISHES.
 - REFER TO SPECIFICATIONS FOR ALL MATERIALS AND EQUIPMENT.



1 Second Floor Plan - 2B

FORUM
 ARCHITECTURE &
 INTERIOR DESIGN, INC.
 1000 Pennsylvania Plaza
 Philadelphia, PA 19106
 Tel: 215-381-1000
 Fax: 215-381-1001
 www.forumarch.com



Metro South
 Apartments

South West, PA

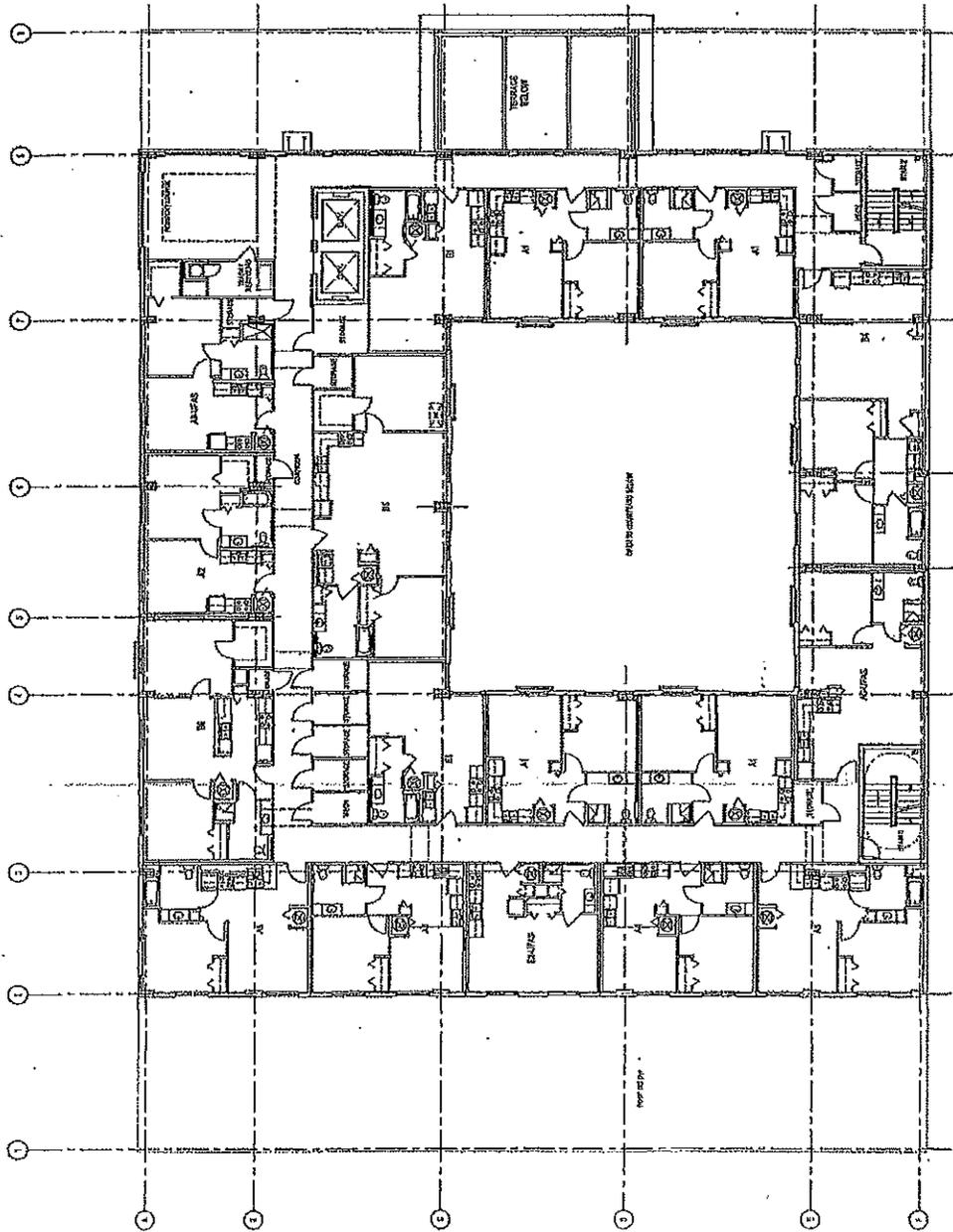
John B. Niles
 ARCHITECT

DATE: 01/15/08
 DRAWN: JBN
 CHECKED: JBN
 PROJECT NO.: 08-001
 SHEET NO.: 11/22/08

SEE DISTIBUTIONS:
 1. 08-001-01
 2. 08-001-02
 3. 08-001-03
 4. 08-001-04
 5. 08-001-05
 6. 08-001-06
 7. 08-001-07
 8. 08-001-08
 9. 08-001-09
 10. 08-001-10
 11. 08-001-11
 12. 08-001-12
 13. 08-001-13
 14. 08-001-14
 15. 08-001-15
 16. 08-001-16
 17. 08-001-17
 18. 08-001-18
 19. 08-001-19
 20. 08-001-20
 21. 08-001-21
 22. 08-001-22
 23. 08-001-23
 24. 08-001-24
 25. 08-001-25
 26. 08-001-26
 27. 08-001-27
 28. 08-001-28
 29. 08-001-29
 30. 08-001-30
 31. 08-001-31
 32. 08-001-32
 33. 08-001-33
 34. 08-001-34
 35. 08-001-35
 36. 08-001-36
 37. 08-001-37
 38. 08-001-38
 39. 08-001-39
 40. 08-001-40
 41. 08-001-41
 42. 08-001-42
 43. 08-001-43
 44. 08-001-44
 45. 08-001-45
 46. 08-001-46
 47. 08-001-47
 48. 08-001-48
 49. 08-001-49
 50. 08-001-50
 51. 08-001-51
 52. 08-001-52
 53. 08-001-53
 54. 08-001-54
 55. 08-001-55
 56. 08-001-56
 57. 08-001-57
 58. 08-001-58
 59. 08-001-59
 60. 08-001-60
 61. 08-001-61
 62. 08-001-62
 63. 08-001-63
 64. 08-001-64
 65. 08-001-65
 66. 08-001-66
 67. 08-001-67
 68. 08-001-68
 69. 08-001-69
 70. 08-001-70
 71. 08-001-71
 72. 08-001-72
 73. 08-001-73
 74. 08-001-74
 75. 08-001-75
 76. 08-001-76
 77. 08-001-77
 78. 08-001-78
 79. 08-001-79
 80. 08-001-80
 81. 08-001-81
 82. 08-001-82
 83. 08-001-83
 84. 08-001-84
 85. 08-001-85
 86. 08-001-86
 87. 08-001-87
 88. 08-001-88
 89. 08-001-89
 90. 08-001-90
 91. 08-001-91
 92. 08-001-92
 93. 08-001-93
 94. 08-001-94
 95. 08-001-95
 96. 08-001-96
 97. 08-001-97
 98. 08-001-98
 99. 08-001-99
 100. 08-001-100

Sixth Floor Plan

A5.16



1 Sixth Floor Plan

FORUM
 ARCHITECTURE &
 INTERIOR DESIGN, INC.
 1100 N. UNIVERSITY AVENUE, SUITE 100
 TAMPA, FL 33606
 TEL: 813-251-1100
 FAX: 813-251-1101
 WWW.FORUMARCHITECTS.COM



**Metro South
 Apartments**

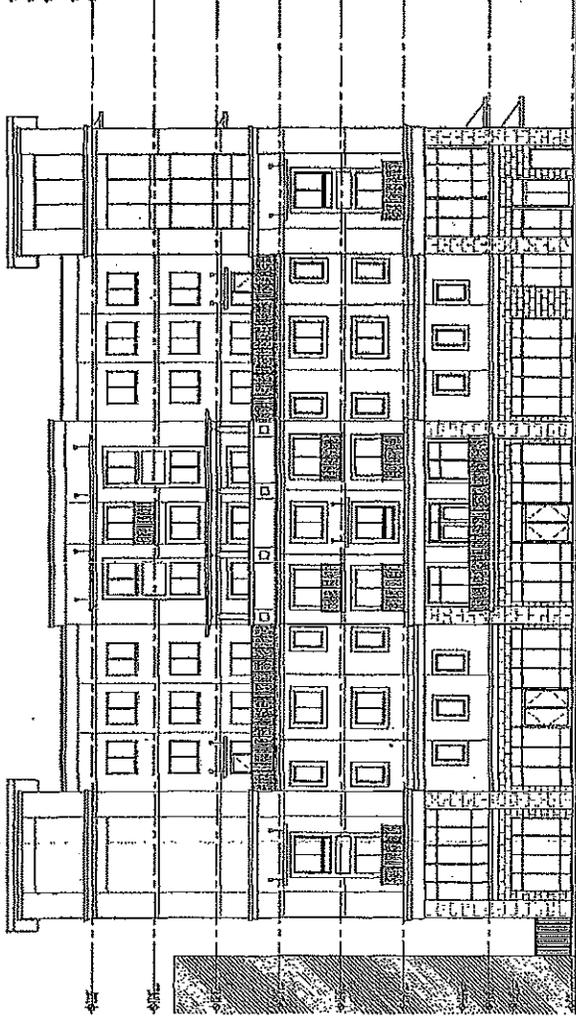
South Miami, FL

Approved by:
 Architect:
 Date:
 Scale:
 Project No.:
 Drawing No.:
 Revision:
 Description:
 Date:
 Scale:
 Project No.:
 Drawing No.:
 Revision:
 Description:
 Date:
 Scale:

Exterior Elevations

A6.11

- SHEET NOTES:**
1. REFER TO SHEET A6.10 FOR GENERAL NOTES.
 2. REFER TO SHEET A6.11 FOR CONSTRUCTION DETAILS.
 3. REFER TO SHEET A6.12 FOR CONSTRUCTION DETAILS.
 4. REFER TO SHEET A6.13 FOR CONSTRUCTION DETAILS.
 5. REFER TO SHEET A6.14 FOR CONSTRUCTION DETAILS.
 6. REFER TO SHEET A6.15 FOR CONSTRUCTION DETAILS.
 7. REFER TO SHEET A6.16 FOR CONSTRUCTION DETAILS.
 8. REFER TO SHEET A6.17 FOR CONSTRUCTION DETAILS.
 9. REFER TO SHEET A6.18 FOR CONSTRUCTION DETAILS.
 10. REFER TO SHEET A6.19 FOR CONSTRUCTION DETAILS.
 11. REFER TO SHEET A6.20 FOR CONSTRUCTION DETAILS.
 12. REFER TO SHEET A6.21 FOR CONSTRUCTION DETAILS.
 13. REFER TO SHEET A6.22 FOR CONSTRUCTION DETAILS.
 14. REFER TO SHEET A6.23 FOR CONSTRUCTION DETAILS.
 15. REFER TO SHEET A6.24 FOR CONSTRUCTION DETAILS.
 16. REFER TO SHEET A6.25 FOR CONSTRUCTION DETAILS.
 17. REFER TO SHEET A6.26 FOR CONSTRUCTION DETAILS.
 18. REFER TO SHEET A6.27 FOR CONSTRUCTION DETAILS.
 19. REFER TO SHEET A6.28 FOR CONSTRUCTION DETAILS.
 20. REFER TO SHEET A6.29 FOR CONSTRUCTION DETAILS.
 21. REFER TO SHEET A6.30 FOR CONSTRUCTION DETAILS.
 22. REFER TO SHEET A6.31 FOR CONSTRUCTION DETAILS.
 23. REFER TO SHEET A6.32 FOR CONSTRUCTION DETAILS.
 24. REFER TO SHEET A6.33 FOR CONSTRUCTION DETAILS.
 25. REFER TO SHEET A6.34 FOR CONSTRUCTION DETAILS.
 26. REFER TO SHEET A6.35 FOR CONSTRUCTION DETAILS.
 27. REFER TO SHEET A6.36 FOR CONSTRUCTION DETAILS.
 28. REFER TO SHEET A6.37 FOR CONSTRUCTION DETAILS.
 29. REFER TO SHEET A6.38 FOR CONSTRUCTION DETAILS.
 30. REFER TO SHEET A6.39 FOR CONSTRUCTION DETAILS.
 31. REFER TO SHEET A6.40 FOR CONSTRUCTION DETAILS.
 32. REFER TO SHEET A6.41 FOR CONSTRUCTION DETAILS.
 33. REFER TO SHEET A6.42 FOR CONSTRUCTION DETAILS.
 34. REFER TO SHEET A6.43 FOR CONSTRUCTION DETAILS.
 35. REFER TO SHEET A6.44 FOR CONSTRUCTION DETAILS.
 36. REFER TO SHEET A6.45 FOR CONSTRUCTION DETAILS.
 37. REFER TO SHEET A6.46 FOR CONSTRUCTION DETAILS.
 38. REFER TO SHEET A6.47 FOR CONSTRUCTION DETAILS.
 39. REFER TO SHEET A6.48 FOR CONSTRUCTION DETAILS.
 40. REFER TO SHEET A6.49 FOR CONSTRUCTION DETAILS.
 41. REFER TO SHEET A6.50 FOR CONSTRUCTION DETAILS.
 42. REFER TO SHEET A6.51 FOR CONSTRUCTION DETAILS.
 43. REFER TO SHEET A6.52 FOR CONSTRUCTION DETAILS.
 44. REFER TO SHEET A6.53 FOR CONSTRUCTION DETAILS.
 45. REFER TO SHEET A6.54 FOR CONSTRUCTION DETAILS.
 46. REFER TO SHEET A6.55 FOR CONSTRUCTION DETAILS.
 47. REFER TO SHEET A6.56 FOR CONSTRUCTION DETAILS.
 48. REFER TO SHEET A6.57 FOR CONSTRUCTION DETAILS.
 49. REFER TO SHEET A6.58 FOR CONSTRUCTION DETAILS.
 50. REFER TO SHEET A6.59 FOR CONSTRUCTION DETAILS.
 51. REFER TO SHEET A6.60 FOR CONSTRUCTION DETAILS.
 52. REFER TO SHEET A6.61 FOR CONSTRUCTION DETAILS.
 53. REFER TO SHEET A6.62 FOR CONSTRUCTION DETAILS.
 54. REFER TO SHEET A6.63 FOR CONSTRUCTION DETAILS.
 55. REFER TO SHEET A6.64 FOR CONSTRUCTION DETAILS.
 56. REFER TO SHEET A6.65 FOR CONSTRUCTION DETAILS.
 57. REFER TO SHEET A6.66 FOR CONSTRUCTION DETAILS.
 58. REFER TO SHEET A6.67 FOR CONSTRUCTION DETAILS.
 59. REFER TO SHEET A6.68 FOR CONSTRUCTION DETAILS.
 60. REFER TO SHEET A6.69 FOR CONSTRUCTION DETAILS.
 61. REFER TO SHEET A6.70 FOR CONSTRUCTION DETAILS.
 62. REFER TO SHEET A6.71 FOR CONSTRUCTION DETAILS.
 63. REFER TO SHEET A6.72 FOR CONSTRUCTION DETAILS.
 64. REFER TO SHEET A6.73 FOR CONSTRUCTION DETAILS.
 65. REFER TO SHEET A6.74 FOR CONSTRUCTION DETAILS.
 66. REFER TO SHEET A6.75 FOR CONSTRUCTION DETAILS.
 67. REFER TO SHEET A6.76 FOR CONSTRUCTION DETAILS.
 68. REFER TO SHEET A6.77 FOR CONSTRUCTION DETAILS.
 69. REFER TO SHEET A6.78 FOR CONSTRUCTION DETAILS.
 70. REFER TO SHEET A6.79 FOR CONSTRUCTION DETAILS.
 71. REFER TO SHEET A6.80 FOR CONSTRUCTION DETAILS.
 72. REFER TO SHEET A6.81 FOR CONSTRUCTION DETAILS.
 73. REFER TO SHEET A6.82 FOR CONSTRUCTION DETAILS.
 74. REFER TO SHEET A6.83 FOR CONSTRUCTION DETAILS.
 75. REFER TO SHEET A6.84 FOR CONSTRUCTION DETAILS.
 76. REFER TO SHEET A6.85 FOR CONSTRUCTION DETAILS.
 77. REFER TO SHEET A6.86 FOR CONSTRUCTION DETAILS.
 78. REFER TO SHEET A6.87 FOR CONSTRUCTION DETAILS.
 79. REFER TO SHEET A6.88 FOR CONSTRUCTION DETAILS.
 80. REFER TO SHEET A6.89 FOR CONSTRUCTION DETAILS.
 81. REFER TO SHEET A6.90 FOR CONSTRUCTION DETAILS.
 82. REFER TO SHEET A6.91 FOR CONSTRUCTION DETAILS.
 83. REFER TO SHEET A6.92 FOR CONSTRUCTION DETAILS.
 84. REFER TO SHEET A6.93 FOR CONSTRUCTION DETAILS.
 85. REFER TO SHEET A6.94 FOR CONSTRUCTION DETAILS.
 86. REFER TO SHEET A6.95 FOR CONSTRUCTION DETAILS.
 87. REFER TO SHEET A6.96 FOR CONSTRUCTION DETAILS.
 88. REFER TO SHEET A6.97 FOR CONSTRUCTION DETAILS.
 89. REFER TO SHEET A6.98 FOR CONSTRUCTION DETAILS.
 90. REFER TO SHEET A6.99 FOR CONSTRUCTION DETAILS.
 91. REFER TO SHEET A6.100 FOR CONSTRUCTION DETAILS.



1 South Elevation
 S.M. 12/24/2006 (Rev. 1/10/07)

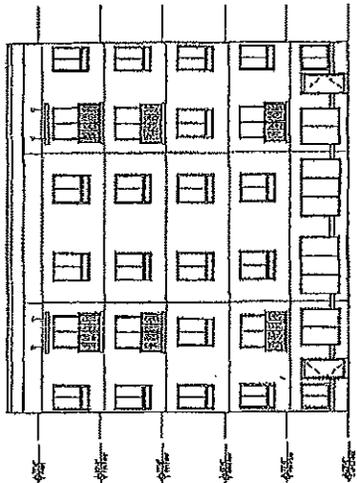
FORUM
 ARCHITECTURE &
 INTERIORS DESIGN, INC.
 10000 W. BIRCHWOOD DRIVE
 SUITE 100
 WESTLAKE, CALIFORNIA 91387
 (818) 497-1100



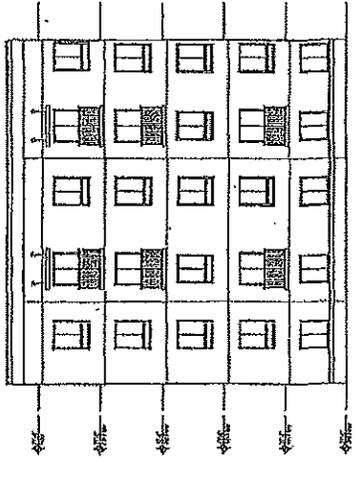
**Metro South
 Apartments**
 South Miami, FL

DATE: 11/27/78	PROJECT: Metro South Apartments
DESIGNER: BENEFICIAL CONSULTANTS, INC.	ARCHITECT: BENEFICIAL CONSULTANTS, INC.
SCALE: AS SHOWN	DATE: 11/27/78
SHEET NO. 11 OF 12	

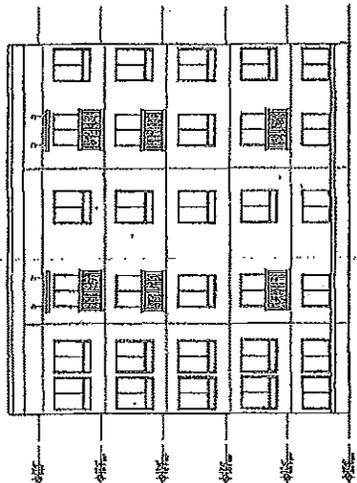
- 1. GENERAL NOTES
- 2. REFER TO ALL OTHER SHEETS FOR NOTES
- 3. REFER TO ALL OTHER SHEETS FOR NOTES
- 4. REFER TO ALL OTHER SHEETS FOR NOTES
- 5. REFER TO ALL OTHER SHEETS FOR NOTES
- 6. REFER TO ALL OTHER SHEETS FOR NOTES
- 7. REFER TO ALL OTHER SHEETS FOR NOTES
- 8. REFER TO ALL OTHER SHEETS FOR NOTES
- 9. REFER TO ALL OTHER SHEETS FOR NOTES
- 10. REFER TO ALL OTHER SHEETS FOR NOTES
- 11. REFER TO ALL OTHER SHEETS FOR NOTES
- 12. REFER TO ALL OTHER SHEETS FOR NOTES
- 13. REFER TO ALL OTHER SHEETS FOR NOTES
- 14. REFER TO ALL OTHER SHEETS FOR NOTES
- 15. REFER TO ALL OTHER SHEETS FOR NOTES
- 16. REFER TO ALL OTHER SHEETS FOR NOTES
- 17. REFER TO ALL OTHER SHEETS FOR NOTES
- 18. REFER TO ALL OTHER SHEETS FOR NOTES
- 19. REFER TO ALL OTHER SHEETS FOR NOTES
- 20. REFER TO ALL OTHER SHEETS FOR NOTES
- 21. REFER TO ALL OTHER SHEETS FOR NOTES
- 22. REFER TO ALL OTHER SHEETS FOR NOTES
- 23. REFER TO ALL OTHER SHEETS FOR NOTES
- 24. REFER TO ALL OTHER SHEETS FOR NOTES
- 25. REFER TO ALL OTHER SHEETS FOR NOTES
- 26. REFER TO ALL OTHER SHEETS FOR NOTES
- 27. REFER TO ALL OTHER SHEETS FOR NOTES
- 28. REFER TO ALL OTHER SHEETS FOR NOTES
- 29. REFER TO ALL OTHER SHEETS FOR NOTES
- 30. REFER TO ALL OTHER SHEETS FOR NOTES
- 31. REFER TO ALL OTHER SHEETS FOR NOTES
- 32. REFER TO ALL OTHER SHEETS FOR NOTES
- 33. REFER TO ALL OTHER SHEETS FOR NOTES
- 34. REFER TO ALL OTHER SHEETS FOR NOTES
- 35. REFER TO ALL OTHER SHEETS FOR NOTES
- 36. REFER TO ALL OTHER SHEETS FOR NOTES
- 37. REFER TO ALL OTHER SHEETS FOR NOTES
- 38. REFER TO ALL OTHER SHEETS FOR NOTES
- 39. REFER TO ALL OTHER SHEETS FOR NOTES
- 40. REFER TO ALL OTHER SHEETS FOR NOTES
- 41. REFER TO ALL OTHER SHEETS FOR NOTES
- 42. REFER TO ALL OTHER SHEETS FOR NOTES
- 43. REFER TO ALL OTHER SHEETS FOR NOTES
- 44. REFER TO ALL OTHER SHEETS FOR NOTES
- 45. REFER TO ALL OTHER SHEETS FOR NOTES
- 46. REFER TO ALL OTHER SHEETS FOR NOTES
- 47. REFER TO ALL OTHER SHEETS FOR NOTES
- 48. REFER TO ALL OTHER SHEETS FOR NOTES
- 49. REFER TO ALL OTHER SHEETS FOR NOTES
- 50. REFER TO ALL OTHER SHEETS FOR NOTES
- 51. REFER TO ALL OTHER SHEETS FOR NOTES
- 52. REFER TO ALL OTHER SHEETS FOR NOTES
- 53. REFER TO ALL OTHER SHEETS FOR NOTES
- 54. REFER TO ALL OTHER SHEETS FOR NOTES
- 55. REFER TO ALL OTHER SHEETS FOR NOTES
- 56. REFER TO ALL OTHER SHEETS FOR NOTES
- 57. REFER TO ALL OTHER SHEETS FOR NOTES
- 58. REFER TO ALL OTHER SHEETS FOR NOTES
- 59. REFER TO ALL OTHER SHEETS FOR NOTES
- 60. REFER TO ALL OTHER SHEETS FOR NOTES
- 61. REFER TO ALL OTHER SHEETS FOR NOTES
- 62. REFER TO ALL OTHER SHEETS FOR NOTES
- 63. REFER TO ALL OTHER SHEETS FOR NOTES
- 64. REFER TO ALL OTHER SHEETS FOR NOTES
- 65. REFER TO ALL OTHER SHEETS FOR NOTES
- 66. REFER TO ALL OTHER SHEETS FOR NOTES
- 67. REFER TO ALL OTHER SHEETS FOR NOTES
- 68. REFER TO ALL OTHER SHEETS FOR NOTES
- 69. REFER TO ALL OTHER SHEETS FOR NOTES
- 70. REFER TO ALL OTHER SHEETS FOR NOTES
- 71. REFER TO ALL OTHER SHEETS FOR NOTES
- 72. REFER TO ALL OTHER SHEETS FOR NOTES
- 73. REFER TO ALL OTHER SHEETS FOR NOTES
- 74. REFER TO ALL OTHER SHEETS FOR NOTES
- 75. REFER TO ALL OTHER SHEETS FOR NOTES
- 76. REFER TO ALL OTHER SHEETS FOR NOTES
- 77. REFER TO ALL OTHER SHEETS FOR NOTES
- 78. REFER TO ALL OTHER SHEETS FOR NOTES
- 79. REFER TO ALL OTHER SHEETS FOR NOTES
- 80. REFER TO ALL OTHER SHEETS FOR NOTES
- 81. REFER TO ALL OTHER SHEETS FOR NOTES
- 82. REFER TO ALL OTHER SHEETS FOR NOTES
- 83. REFER TO ALL OTHER SHEETS FOR NOTES
- 84. REFER TO ALL OTHER SHEETS FOR NOTES
- 85. REFER TO ALL OTHER SHEETS FOR NOTES
- 86. REFER TO ALL OTHER SHEETS FOR NOTES
- 87. REFER TO ALL OTHER SHEETS FOR NOTES
- 88. REFER TO ALL OTHER SHEETS FOR NOTES
- 89. REFER TO ALL OTHER SHEETS FOR NOTES
- 90. REFER TO ALL OTHER SHEETS FOR NOTES
- 91. REFER TO ALL OTHER SHEETS FOR NOTES
- 92. REFER TO ALL OTHER SHEETS FOR NOTES
- 93. REFER TO ALL OTHER SHEETS FOR NOTES
- 94. REFER TO ALL OTHER SHEETS FOR NOTES
- 95. REFER TO ALL OTHER SHEETS FOR NOTES
- 96. REFER TO ALL OTHER SHEETS FOR NOTES
- 97. REFER TO ALL OTHER SHEETS FOR NOTES
- 98. REFER TO ALL OTHER SHEETS FOR NOTES
- 99. REFER TO ALL OTHER SHEETS FOR NOTES
- 100. REFER TO ALL OTHER SHEETS FOR NOTES



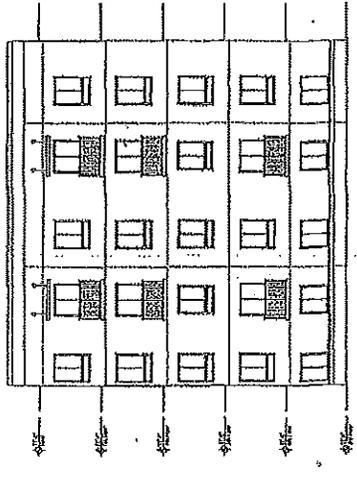
West Elevation
 at corner



South Elevation
 at corner



East Elevation
 at corner



North Elevation
 at corner

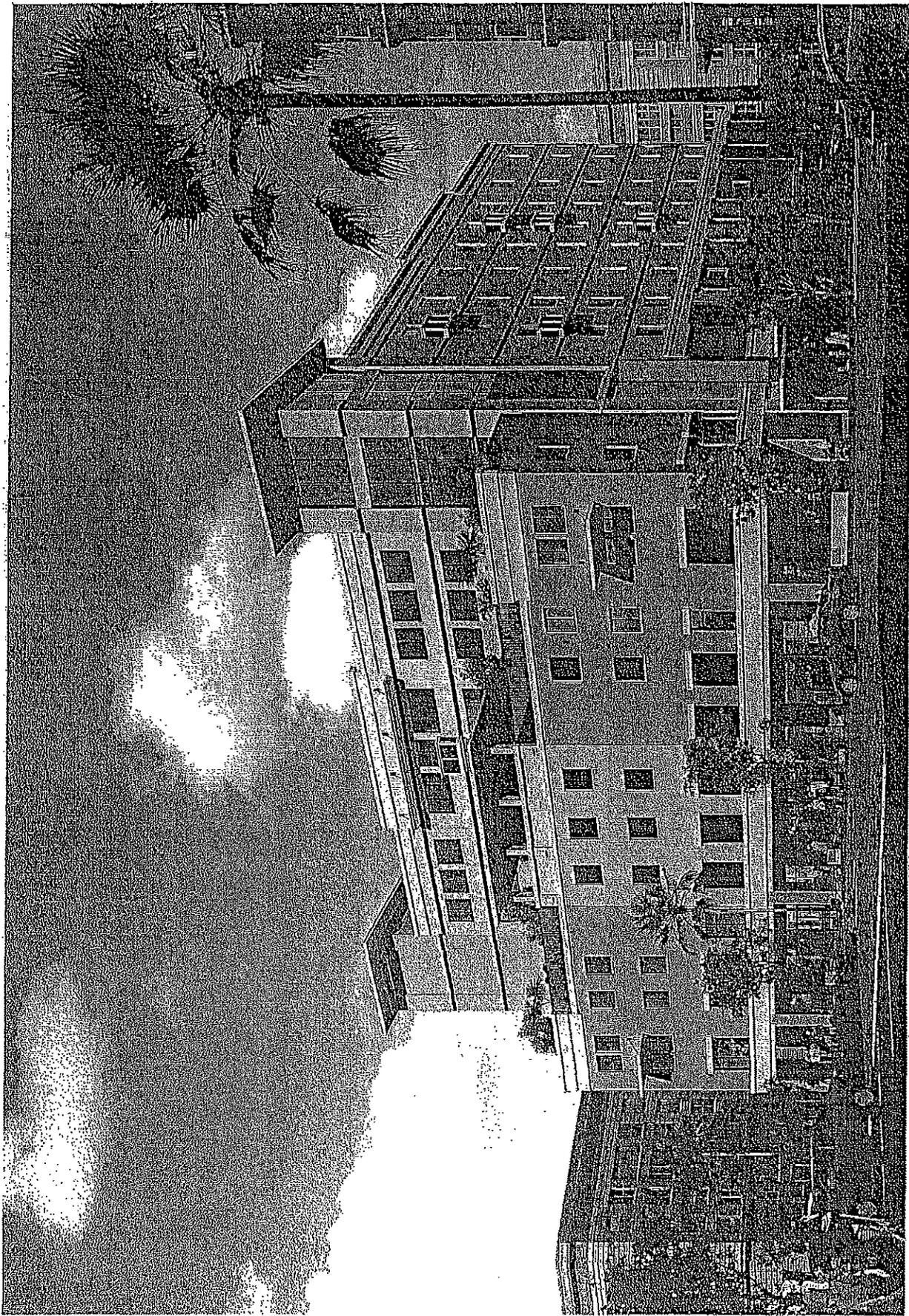


EXHIBIT C



METRO SOUTH SENIOR APARTMENTS
6101 SUNSET DRIVE
SOUTH MIAMI FLORIDA

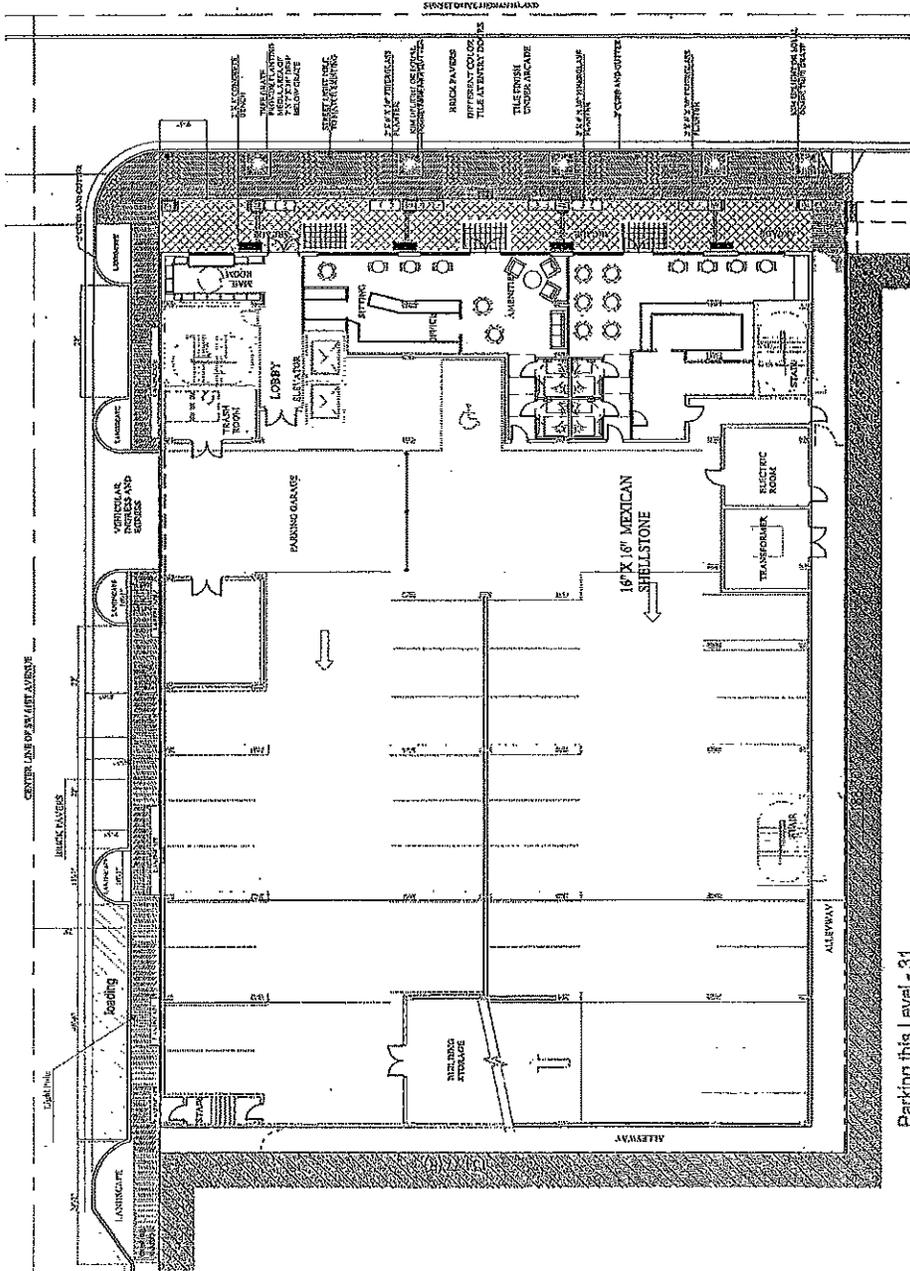


PROJECT NO.	12000
DATE	04-27-2012
PROJECT NAME	METRO SOUTH SENIOR APARTMENTS
PROJECT ADDRESS	6101 SUNSET DRIVE, SOUTH MIAMI, FL 33143
PROJECT TYPE	RENOVATION
PROJECT PHASE	CONSTRUCTION
PROJECT STATUS	UNDERWAY
PROJECT DESCRIPTION	RENOVATION OF METRO SOUTH SENIOR APARTMENTS
PROJECT OWNER	METRO SENIOR HOUSING
PROJECT CONTACT	...
PROJECT PHONE	...
PROJECT FAX	...
PROJECT EMAIL	...
PROJECT WEBSITE	...
PROJECT URL	...
PROJECT MAP	...
PROJECT PLAN	...
PROJECT SHEET	...
PROJECT DATE	...
PROJECT TIME	...
PROJECT LOCATION	...
PROJECT REGION	...
PROJECT COUNTRY	...
PROJECT STATE	...
PROJECT COUNTY	...
PROJECT CITY	...
PROJECT ZIP	...
PROJECT ZIP4	...
PROJECT ZIP5	...
PROJECT ZIP6	...
PROJECT ZIP7	...
PROJECT ZIP8	...
PROJECT ZIP9	...
PROJECT ZIP10	...
PROJECT ZIP11	...
PROJECT ZIP12	...
PROJECT ZIP13	...
PROJECT ZIP14	...
PROJECT ZIP15	...
PROJECT ZIP16	...
PROJECT ZIP17	...
PROJECT ZIP18	...
PROJECT ZIP19	...
PROJECT ZIP20	...
PROJECT ZIP21	...
PROJECT ZIP22	...
PROJECT ZIP23	...
PROJECT ZIP24	...
PROJECT ZIP25	...
PROJECT ZIP26	...
PROJECT ZIP27	...
PROJECT ZIP28	...
PROJECT ZIP29	...
PROJECT ZIP30	...
PROJECT ZIP31	...
PROJECT ZIP32	...
PROJECT ZIP33	...
PROJECT ZIP34	...
PROJECT ZIP35	...
PROJECT ZIP36	...
PROJECT ZIP37	...
PROJECT ZIP38	...
PROJECT ZIP39	...
PROJECT ZIP40	...
PROJECT ZIP41	...
PROJECT ZIP42	...
PROJECT ZIP43	...
PROJECT ZIP44	...
PROJECT ZIP45	...
PROJECT ZIP46	...
PROJECT ZIP47	...
PROJECT ZIP48	...
PROJECT ZIP49	...
PROJECT ZIP50	...
PROJECT ZIP51	...
PROJECT ZIP52	...
PROJECT ZIP53	...
PROJECT ZIP54	...
PROJECT ZIP55	...
PROJECT ZIP56	...
PROJECT ZIP57	...
PROJECT ZIP58	...
PROJECT ZIP59	...
PROJECT ZIP60	...
PROJECT ZIP61	...
PROJECT ZIP62	...
PROJECT ZIP63	...
PROJECT ZIP64	...
PROJECT ZIP65	...
PROJECT ZIP66	...
PROJECT ZIP67	...
PROJECT ZIP68	...
PROJECT ZIP69	...
PROJECT ZIP70	...
PROJECT ZIP71	...
PROJECT ZIP72	...
PROJECT ZIP73	...
PROJECT ZIP74	...
PROJECT ZIP75	...
PROJECT ZIP76	...
PROJECT ZIP77	...
PROJECT ZIP78	...
PROJECT ZIP79	...
PROJECT ZIP80	...
PROJECT ZIP81	...
PROJECT ZIP82	...
PROJECT ZIP83	...
PROJECT ZIP84	...
PROJECT ZIP85	...
PROJECT ZIP86	...
PROJECT ZIP87	...
PROJECT ZIP88	...
PROJECT ZIP89	...
PROJECT ZIP90	...
PROJECT ZIP91	...
PROJECT ZIP92	...
PROJECT ZIP93	...
PROJECT ZIP94	...
PROJECT ZIP95	...
PROJECT ZIP96	...
PROJECT ZIP97	...
PROJECT ZIP98	...
PROJECT ZIP99	...
PROJECT ZIP100	...

MARIANO CORRAL, LANDSCAPE ARCHITECT, PLANNER, GOLF COURSE ARCHITECT, RESORT PLANNER



ERP: FIRST SUBMITTAL
SEPT. 11, 2013



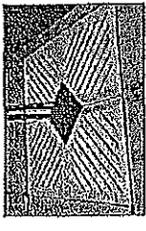
SITE HARDSCAPE PLAN
SCALE: 1/8"=1'-0"

Parking this Level - 31

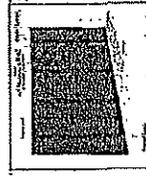
SITE FURNISHINGS



THE CLASSY TRASH BIN AND ASH URNS BY DUBIA ART STONE OR STONE. THE CLASSY BENCH BY DUBIA ART STONE. THIS IS JUST FOR REFERENCE THE TYPE TO BE INSTALLED IS THE STRAIGHT BENCH WITH SAME TYPE OF LICK OR BEVEL.



DUBIA ART STONE 2' X 2' SQUARE
TYPE BONE

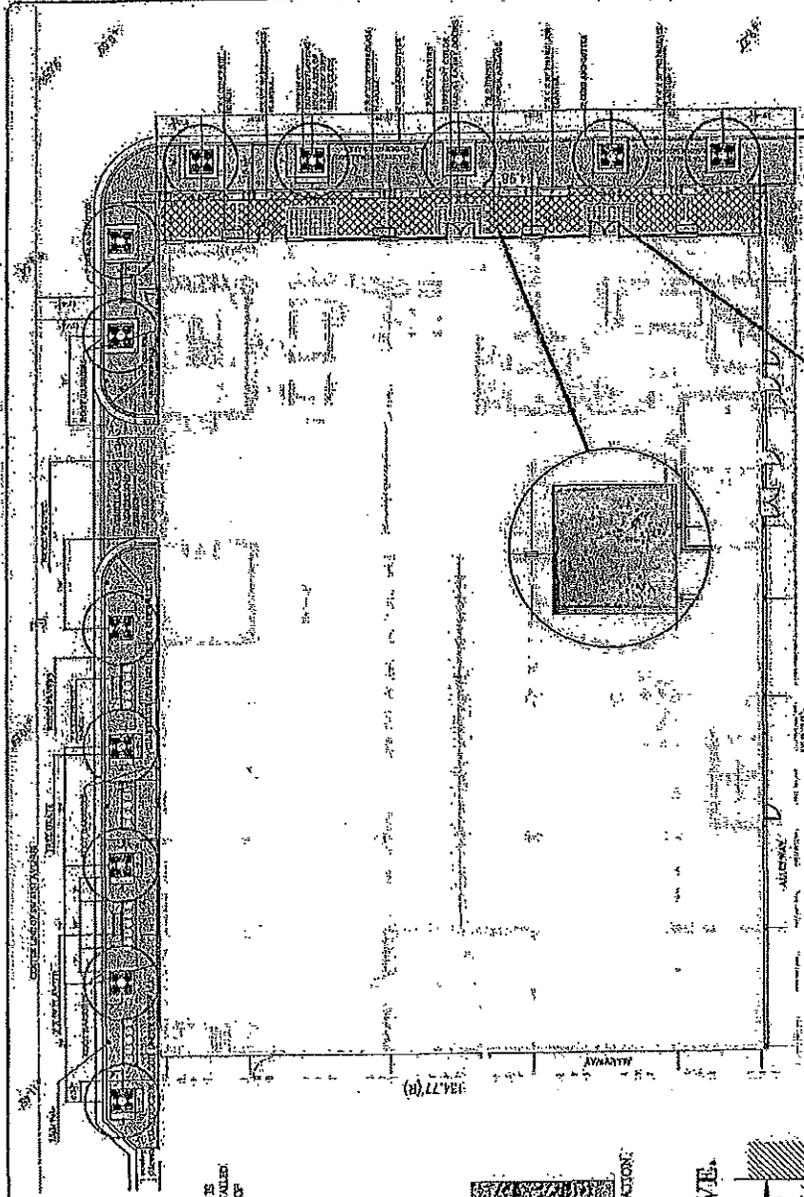
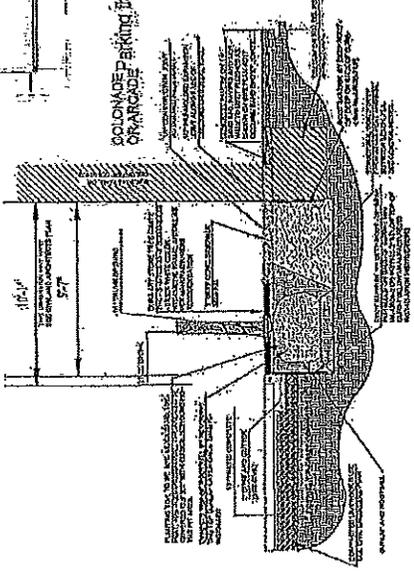


NOT CONTROL BY DEFRODT



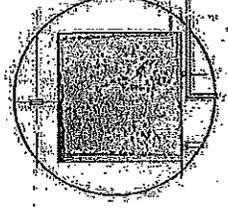
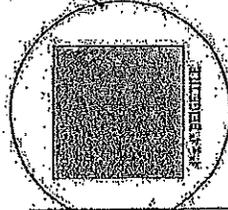
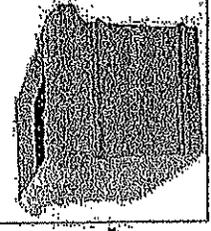
STRUCTURAL SOIL INSTALLATION

**TYPICAL SECTION ALONG
SUNSET DRIVE & SW 61st AVE.**



COLONNAD DECKING THIS LEVEL - 3'1"

Mediterranean Squares Rectangles



SITE HARDSCAPE PLAN
SCALE: 1/8"=1'-0"

CONCEPT ONE

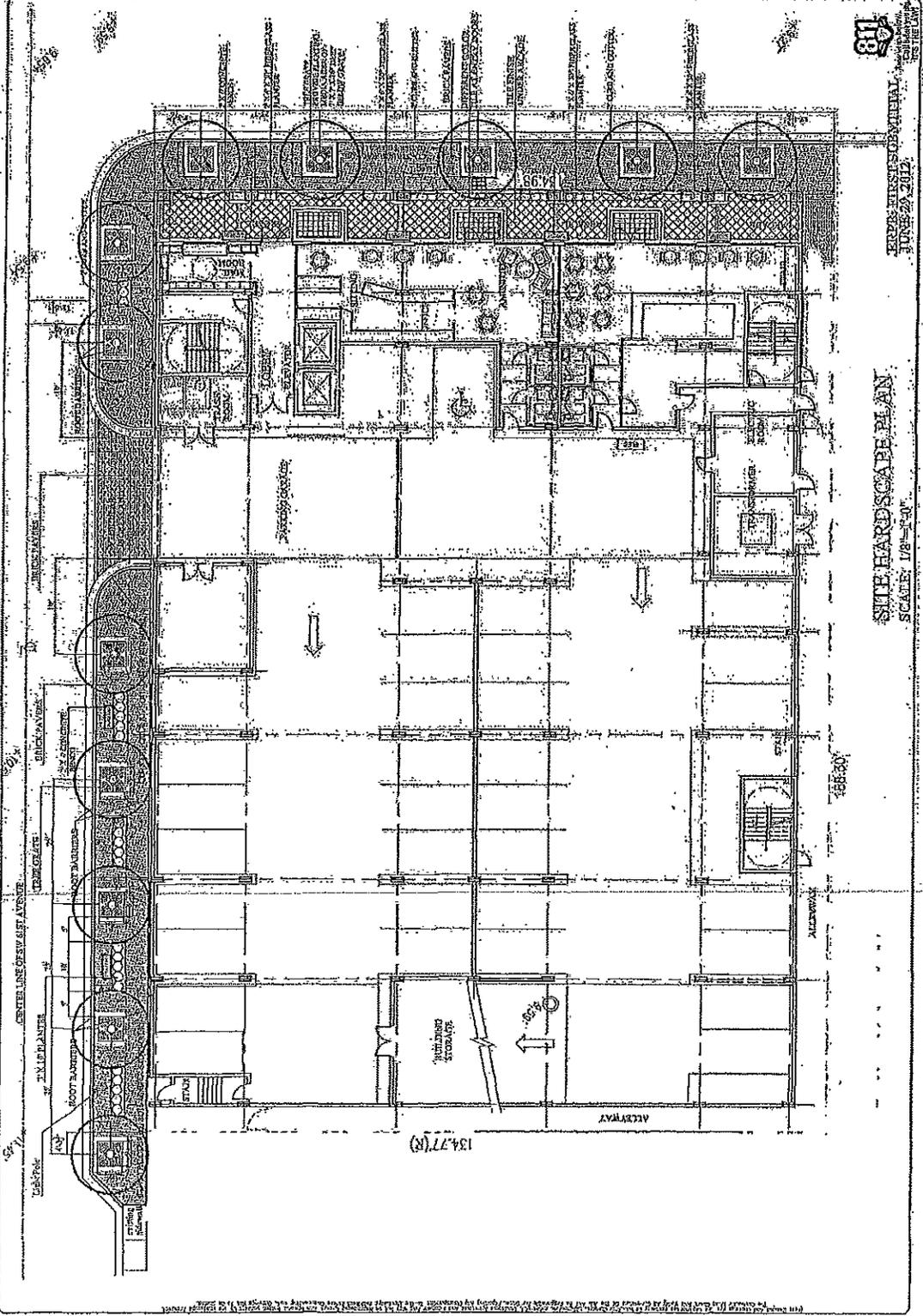


GROUND FLOOR PLANTERS
FIRST SUBMITTAL
JUNE 29, 2011

METRO SOUTH SENIOR APARTMENTS
4101 SUNSET DRIVE
SOUTH MIAMI BEACH, FLORIDA

MARINO CORRAL LANDSCAPE ARCHITECT LAND PLANNER GOLF COURSE ARCHITECT, RESORT PLANNER

LP-1



811
 ERIC HIRSHBERG, ARCHITECT
 JUNE 29, 2012

SITE HARDSCAPE PLAN
 SCALE: 1/8" = 1'-0"

EXHIBIT D

**2011 Universal Application
Multifamily Mortgage Revenue Bonds (MMRB) Program
HOME Investment Partnerships (HOME) Rental Program
Housing Credit (HC) Program**

Part I. Applicant Certification

The Applicant must provide the properly completed and executed Applicant Certification and Acknowledgement form behind a tab labeled "Exhibit 1".

Part II. Applicant and Development Team

A. Applicant

1. Indicate the Corporation program(s) applied for in this Application (see Application Instructions for permitted program combinations):

Competitive HC Only

2. Applicant Information:

a. Name of Applicant: Metro South Senior Apartments Limited Partnership

Street Address: 2206 Jo Ann Drive

City: Sarasota

State: FL

Zip: 34291

Telephone: 941-928-1270 x110

Facsimile: 941-928-1271

E-Mail Address: dtaxton@beneficial.com

b. Federal Employer Identification Number: 27-4518841

If not yet obtained, provide a copy of the completed, submitted application for the Federal Employer Identification Number behind a tab labeled "Exhibit 2".

c. Is Applicant a legally formed entity qualified to do business in the state of Florida as of the Application Deadline?

Yes

No

Provide required documentation behind a tab labeled "Exhibit 3".

d. If applying for HC: Is the Applicant a limited partnership or limited liability company?

Yes

No

e. Is the Applicant applying as a Non-Profit organization?

Yes

No

If "Yes", the Applicant must respond to questions (1) and (2) below. If "No", skip Non-Profit status questions and proceed to question 9. below.

(1) Provide the following documentation for each Non-Profit entity:

- (a) attorney opinion letter behind a tab labeled "Exhibit 4"; and
- (b) IRS determination letter behind a tab labeled "Exhibit 5".

(2) Answer the following questions:

- (a) Is the Applicant or one of its general partners or managing members incorporated as a Non-Profit entity pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

Last Updated: 12/8/2011 0:46:54 AM

Form Key: 970

Yes

No

If "No", is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a Non-Profit entity formed pursuant to Chapter 617, Florida Statutes, or similar state statute if incorporated outside Florida?

Yes

No

(b) Is the Applicant or one of its general partners or managing members a 501(c)(3) or 501(c)(4) Non-Profit entity or is the Applicant or one of its general partners or managing members a wholly-owned subsidiary of a 501(c)(3) or 501(c)(4) Non-Profit entity?

Yes

No

(c) Does the Non-Profit entity have an ownership interest, either directly or indirectly, in the general partner or general partnership interest or in the managing member or the managing member's interest in the Applicant?

Yes

No

If "Yes", state the percentage owned in the general partnership or managing member interest: %

(d) Percentage of Developer's fee that will go to the Non-Profit entity: %

(e) Provide the description/explanation of the role of the Non-Profit entity behind a tab labeled "Exhibit 6".

(f) Provide the names and addresses of the members of the governing board of the Non-Profit entity behind a tab labeled "Exhibit 7".

(g) For each Non-Profit entity, provide the articles of incorporation demonstrating that one of the purposes of the Non-Profit entity is to foster low-income housing behind a tab labeled "Exhibit 8".

(h) Year Non-Profit entity was incorporated (yyyy):

(i) Is the Non-Profit entity affiliated with or controlled by a for-profit entity within the meaning of Section 42(h), Internal Revenue Code?

Yes

No

If "Yes", state name of the for-profit entity:

3. Provide the required information for the Applicant and for each Developer behind a tab labeled "Exhibit 9".

4. Contact Person for this Application:

First Name: Doh

Middle Initial: W

Last Name: Paxton

Street Address: 2205 Jo Ann Drive

City: Sarasota

State: FL

Zip: 34231

Telephone: 941-929-1270 x110

Facsimile: 941-929-1271

E-Mail Address: dpaxton@beneficial.com

Relationship to Applicant: Manager of General Partner

5. If Applying for HOME: Is the Applicant applying as a Community Housing Development Organization (CHDO)?

Yes

Last Updated: 12/6/2011 9:46:54 AM

Form Key: 370

No

If "Yes", state CHDD Name:

and provide the required information behind a tab labeled "Exhibit 9-A".

B. Development Team

1. Developer or Principal of Developer:

a. Name of each Developer (include all co-Developers):

RL Beneficial Development 1111G

b. General Experience

(1) For each experienced Developer, provide an executed Developer or Principal of Developer Certification form, behind a tab labeled "Exhibit 10", certifying to the required experience with three (3) completed affordable rental housing developments, as outlined in the instructions.

(2) For each experienced Developer, provide a prior experience chart, behind a tab labeled "Exhibit 10", reflecting the required information for the three (3) completed affordable rental housing developments.

(3) For each co-Developer without the required experience, provide the requested information behind a tab labeled "Exhibit 10".

c. Housing Credit Development Experience

(1) Has a Principal of the Developer completed at least three (3) Housing Credit developments as outlined in Part II.B.1.c. (1) of the instructions?

Yes

No

If "Yes", provide a prior experience chart, behind a tab labeled "Exhibit 10", reflecting the required information for the three (3) Housing Credit developments.

or

(2) Does a Principal of the Developer meet the criteria regarding all Competitive Housing Credits received from Florida Housing and all non-competitive Housing Credits received from Florida Housing to be used in conjunction with SAIL or HOME, as outlined in Part II.B.1.c.(2) of the instructions?

Yes

No

If "Yes", provide a prior experience chart, behind a tab labeled "Exhibit 10", reflecting the required information for the applicable developments.

or

(3) Has a Principal of the Developer completed at least 1,000 Housing Credit units in the state of Florida as outlined in Part II.B.1.c.(3) of the instructions?

Yes

No

If "Yes", provide a prior experience chart, behind a tab labeled "Exhibit 10", reflecting the required information for the applicable developments.

2. Management Company or principal of Management Company:

a. Provide the executed Management Company or Principal of Management Company Certification form behind a tab labeled "Exhibit 11".

b. Provide a Management Company's or principal of Management Company's prior experience chart behind a tab labeled "Exhibit 11".

Last Updated: 12/6/2011 9:46:64 AM

Form Key: 370

3. General Contractor or qualifying agent of General Contractor:

- a. Provide the executed General Contractor or Qualifying Agent of General Contractor Certification form behind a tab labeled "Exhibit 12".
- b. Provide a prior experience chart, behind a tab labeled "Exhibit 12", reflecting the required information for the two (2) completed developments.
- c. Florida General Contractor Ranking Preference

(1) Domicile Category --

(a) Is the principal office of the General Contractor or qualifying agent of the General Contractor located in the state of Florida?

- Yes
- No

If "Yes", indicate which party meets this criteria:

- General Contractor
- Qualifying agent of the General Contractor

and

(b) Do a majority of the principals and financial beneficiaries of the General Contractor or qualifying agent of the General Contractor (as defined in Part II.B.3.c.(1)(b) of the Instructions) reside in the state of Florida?

- Yes
- No

If "Yes", indicate which party meets this criteria and provide a list of the principals and financial beneficiaries of the applicable party (General Contractor or qualifying agent) behind a tab labeled "Exhibit 12".

- General Contractor
- Qualifying agent of the General Contractor

or

(2) Substantial Experience Category --

Has the General Contractor or qualifying agent of the General Contractor completed at least five (5) Developments using funds either provided by or administered by Florida Housing as outlined in Part II.B.3.c.(2) of the Instructions?

- Yes
- No

If "Yes", provide a prior experience chart, behind a tab labeled "Exhibit 12", reflecting the required information for the five (5) Florida Housing funded Developments.

4. Architect:

Provide the executed Architect Certification form behind a tab labeled "Exhibit 13".

5. Attorney:

- a. MMRB Applicants - provide the executed Attorney (MMRB) Certification form behind a tab labeled "Exhibit 14".
- b. HC Applicants - provide the executed Attorney (HC) Certification form behind a tab labeled "Exhibit 15".

6. Accountant:

Provide the executed Accountant Certification form behind a tab labeled "Exhibit 16".

7. Service Provider (Assisted Living Facility (ALF) Developments only):

- a. Provide the executed Service Provider or Principal of Service Provider Certification form behind a tab labeled "Exhibit 17".
- b. Provide a Service Provider's or principal of Service Provider's prior experience chart behind a tab labeled "Exhibit 17".

8. Guarantor(s) Information (MMRB Applicants only):

Last Updated: 12/6/2011 9:49:54 AM

Form Key: 370

Provide the Guarantor Information Chart behind a tab labeled "Exhibit 18".

Part III. Proposed Development

A. General Development Information

1. Name of proposed Development: Metro South Senior Apartments

2. Location of Development Site:

a. County: Miami-Dade (F)

b. Address of Development Site:

Select question (1) or question (2) below and provide the applicable information. If question (2) is selected, the Applicant must also select either question (2)(a) or question (2)(b) below and, if question (2)(a) is selected, the name of the city must be stated.

(1) The following address has been assigned by the USPS:

(Address Number and Street) 6101 Sunset Drive

(City) South Miami

or

(2) The address has not yet been assigned by the USPS.

(Street Name and closest designated intersection)

and

(a) The proposed Development is located within the city limits of

(Name of City)

or

(b) The proposed Development is located within the unincorporated area of the County.

c. Will the Development consist of Scattered Sites?

Yes

No

If "Yes", for each of the Scattered Sites, provide the Address, total number of units, and the latitude and longitude coordinates behind a tab labeled "Exhibit 19".

d. Does the location of the proposed Development qualify as an Urban In-Fill Development, as defined in Rule Chapters 67-21 and 67-48, F.A.C.?

Yes

No

If "Yes", to qualify as an Urban In-Fill Development for purposes of this Application, provide a properly completed and executed Local Government Verification of Qualification as Urban In-Fill Development form behind a tab labeled "Exhibit 20".

e. Does the Application involve a site with an existing Declaration of Trust between a Public Housing Authority and HUD?

Yes

No

If "Yes", to be eligible for the Proximity Tie-Breaker Tier 1 Score boost the Applicant must meet the criteria outlined in Part III.A.2.e. of the Instructions and provide the required documentation behind a tab labeled "Exhibit 20".

f. Does the proposed Development qualify as a Public Housing Revitalization Development?

Yes

No

Last Updated: 12/6/2011 9:46:54 AM

Form Key: 370

If "Yes", to qualify as a Public Housing Revitalization Development for purposes of this Application, the Applicant must meet the criteria outlined in Part III.A.2.f. of the instructions and provide a properly completed and executed Local Government Certification of Public Housing Revitalization in a Local Community Redevelopment or Revitalization Plan form behind a tab labeled "Exhibit 20".

g. Is the proposed Development being revitalized utilizing HOPE VI funding?

Yes

No

If "Yes", to qualify as a HOPE VI Development for purposes of this Application, the proposed Development must meet the requirements set out in Part III.A.2.g. of the instructions and the Applicant must provide the required documentation behind a tab labeled "Exhibit 20".

h. Does the proposed Development qualify as a TOD Development?

Yes

No

If "Yes", to qualify as a TOD Development for purposes of this Application, the proposed Development must meet all of the criteria outlined in Part III.A.2.h. of the instructions and the properly completed and executed Local Government Verification of Qualification as a TOD Development form must be provided behind a tab labeled "Exhibit 20".

i. Is proposed Development located in the Florida Keys Area?

Yes

No

j. Local Jurisdiction:

(1) Name of local jurisdiction where Development is located: South Miami

If Development is located within a municipality (incorporated city, town, or village) the municipality must be specified.

(2) Chief elected official of jurisdiction:

First Name: Philo

Middle Initial: K

Last Name: Stoddard

Title: Mayor

Street Address: 6130 Sunset Drive

City: South Miami

State: FL

Zip: 33143

Telephone No. (including area code): 305-663-6388

k. Competitive HO and non-competitive HO Applicants must complete questions (1) through (4) below:

(1) Difficult Development Area (DDA) and Qualified Census Tract (QCT):

(a) Is the proposed Development located in a DDA, as defined in Section 42(d)(5)(B)(iii), IRC, as amended, or in the 2012 QAP?

Yes

No

If "Yes", indicate which DDA: Miami-Miami Beach-Kendal, FL HMEA

(b) Is the proposed Development located in a QCT as defined in Section 42(d)(5)(B)(ii), IRC, as amended?

Yes

No

If "Yes", indicate QCT Number: 12086007603

Last Updated: 12/6/2011 9:46:54 AM

Form Key: 370

and provide a copy of a letter from the local planning office or census bureau which verifies that the proposed Development is located in the referenced QCT behind a tab labeled "Exhibit 21".

(c) If the answer to question (1)(a) and/or (1)(b) above is "Yes", is the proposed Development the first phase of a multiphase Development, as defined in Part III.A.2.k.(1)(c) of the Instructions?

- Yes
- No

(2) Is the Applicant applying for Housing Credits for eligible acquisition expenses?

- Yes
- No

If "Yes", answer questions (a) through (g) below:

(a) Is/are the building(s) acquired or to be acquired from a related party?

- Yes
- No

(b) Name of previous owner:

(c) Relationship to Applicant:

(d) Date Development originally placed in service (mm/dd/yyyy):

(e) Date and cost of last rehabilitation:

(mm/dd/yyyy)

\$

(f) Describe acquisition facts and circumstances relative to Section 42(d), IRC ("10-year rule"):

(g) Is a waiver of the 10-year rule being sought by the Applicant?

- Yes
- No

Explain why or why not:

(3) Will this Development receive historic Housing Credits?

- Yes
- No

If "Yes", what amount of historic Housing Credits will the Development receive?

\$

(4) Is the Applicant applying for Housing Credits for eligible Rehabilitation expenses?

- Yes
- No

If "Yes", what is the estimated qualified basis in Rehabilitation expenses per set-aside unit within one 24-month period for the building(s) being Rehabilitated? \$

i. Applicants requesting MMRB (with or without non-competitive HC) and Applicants requesting non-competitive HC only must provide the properly completed and executed Surveyor Certification of Development Location Point for MMRB and Non-Competitive HC form behind a tab labeled "Exhibit 22".

m. Applicants requesting HOME must answer the following questions:

Will the proposed HOME Development be located in Alachua County, Leon County, or Sarasota County?

- Yes
- No

Last Updated: 12/6/2011 8:48:54 AM

Form Key: 370

If "Yes", complete (1) or (2) or (3) below, as applicable:

(1) Alachua County Developments - Is the Development located within Alachua County, but outside the boundaries of incorporated Gainesville?

- Yes
- No

If "Yes", provide the required letter from Alachua County behind a tab labeled "Exhibit 22-A".

(2) Leon County Developments - Is the Development located within Leon County but outside the boundaries of incorporated Tallahassee?

- Yes
- No

If "Yes", provide the required letter from Leon County behind a tab labeled "Exhibit 22-A".

(3) Sarasota County Developments - Is the Development located within Sarasota County but outside the boundaries of incorporated Sarasota?

- Yes
- No

If "Yes", provide the required letter from Sarasota County behind a tab labeled "Exhibit 22-A".

3. Development Category:

a. Select one category: New Construction (where 50% or more of the units are new construction)

If selecting New Construction or Rehabilitation (with or without Acquisition), to be considered for a Rental Assistance (RA) Level other than RA Level 6, provide, behind a tab labeled "Exhibit 23", the required information, as outlined at Part III.A.3.a.(1) of the Instructions.

If selecting Redevelopment or Acquisition and Redevelopment, the Applicant must meet the required criteria and provide, behind a tab labeled "Exhibit 23", the required information, as outlined at Part III.A.3.a.(2) of the Instructions.

If selecting Preservation or Acquisition and Preservation, the Applicant must meet the required criteria and provide, behind a tab labeled "Exhibit 23", the required information, as outlined at Part III.A.3.a.(3) of the Instructions.

b. Does the proposed Development meet the requirements to be considered to be concrete construction?

- Yes
- No

c. If applying for MMRB, will each residential building consist of two (2) or more dwelling units?

- Yes
- No

4. Development Type: High Rise (a building comprised of 7 or more stories)

5. Number of buildings with dwelling units: 1

6. Number of Units in Proposed Development:

a. Total number of units: 91

b. Indicate which statement applies to the proposed Development:

- The proposed Development consists of 100% new construction units.
- The proposed Development consists of 100% rehabilitation units.
- The proposed Development will involve the following quantity of both new construction units and rehabilitation units:
 new construction units
 and
 rehabilitation units

Last Updated: 12/6/2011 9:46:54 AM

Form Key: 370

c. Total number of rental assistance units*: 0

* The number of units that receive and/or will receive PBRA, ACC and/or other form of long-term rental assistance, as applicable, will be used to determine the Application's RA Level classification, as outlined in Part II.A.3.a. of the Instructions, and must be stated in the Application by the Application Deadline without the ability to "cite", as outlined in Part II.A.5.c. of the Instructions.

7. Unit Mix:

# of Bedrooms per Unit	# of Baths per Unit	# of Units per Bedroom Type
EFF	1	15
1	1	55
2	1	21

8. Previous Underwriting:

a. Is this Development currently being underwritten or has it been underwritten previously by any Credit Underwriter under contract with Florida Housing Finance Corporation?

- Yes
- No

If "Yes", identify the Credit Underwriter or state "unknown":

b. Is there an existing LURA and/or EUA on any portion of the proposed Development site?

- Yes
- No

If "Yes", answer the following questions:

(1) If the Applicant is requesting Competitive HC, does the proposed Development meet one of the permitted exceptions outlined in paragraph 67-48.023(1)(c), F.A.C.?

- Yes
- No

(2) State the name of the Development as reflected in the recorded LURA and/or EUA:

(3) State the Zip Code of the existing Development:

9. Development Status:

a. Has the work proposed in this Application commenced?

- Yes
- No

If "Yes", were building permits or site development permits required?

- Yes
- No

If Yes, when were the permits issued (mm/dd/yyyy)?

If No, when did the work commence (mm/dd/yyyy)?

b. Has the work proposed in this Application been completed?

- Yes

No

If "Yes", when were the certificates of occupancy issued (mm/dd/yyyy)?

If certificates of occupancy were issued on more than one date, provide a listing of the issue-date for each certificate behind a tab labeled "Exhibit 24".

c. If the proposed Development involves any rehabilitation work, are any of the existing units currently occupied?

Yes

No

d. If the work proposed in this Application is not yet complete, what is the anticipated placed-in-service date (mm/dd/yyyy)?

12/31/2013

10. Proximity (Applications Requesting Competitive HC):

NOTE: Applications that achieve a total Proximity Tie-Breaker Score of less than 20 points will only be considered for funding under the applicable circumstances outlined in Section 6, of the Ranking and Selection Criteria section of the Instructions.

a. All Applicants seeking points for Transit, Tier 1 and Tier 2 services must provide the properly completed and executed Surveyor Certification for Competitive HC Applications form behind a tab labeled "Exhibit 25".

b. For proximity of the proposed Development to the closest Development latitude and longitude coordinates identified on the FHFC Development Proximity List (the List) (Maximum 10 Tie-Breaker Points), indicate which of the following applies (Items (1) through (8) below) to this Application (Applicant may make only one selection even if more than one applies to the proposed Development):

(1) The proposed Development is located in a Large County AND the location of the proposed Development qualified as an Urban In-Fill Development at Part III.A.2.d. of the Application AND either the proposed Development (i) does not qualify as a Set-Aside Location A Development at Part III.E.1.b.(1) of the Application, OR (ii) qualifies as a Set-Aside Location A Development AND is classified as RA Level 1 or RA Level 2*.

(2) The proposed Development is located in a Medium-Large County AND the location of the proposed Development (i) qualified as an Urban In-Fill Development at Part III.A.2.d. of the Application and (ii) is classified as a DDA and/or GCT as outlined in Part III.A.2.k.(1)(a) and/or (b) of the Application. Additionally, the proposed Development either (i) does not qualify as a Set-Aside Location A Development at Part III.E.1.b.(1) of the Application OR (ii) qualifies as a Set-Aside Location A Development AND is classified as RA Level 1 or RA Level 2*.

(3) The Application qualified as a HOPE VI Development at Part III.A.2.g. of the Application AND the proposed Development either (i) does not qualify as a Set-Aside Location A Development at Part III.E.1.b.(1) of the Application OR (ii) qualifies as a Set-Aside Location A Development AND is classified as RA Level 1 or RA Level 2*.

(4) The Applicant selected and qualified for the Homeless Demographic Commitment at Part III.D. of the Application AND the proposed Development either (i) does not qualify as a Set-Aside Location A Development at Part III.E.1.b.(1) of the Application OR (ii) qualifies as a Set-Aside Location A Development AND is classified as RA Level 1 or RA Level 2*.

(5) The Applicant selected the Rehabilitation or Acquisition and Rehabilitation Development Category at Part III.A.3.a. of the Application AND the proposed Development (i) involves the Rehabilitation of an existing, occupied residential rental property currently in operation as of the Application Deadline, AND (ii) does not qualify as a Set-Aside Location A Development at Part III.E.1.b.(1) of the Application AND (iii) is classified as RA Level 1, 2, 3, or 4*.

(6) The Applicant selected and qualified for the Preservation or Acquisition and Preservation Development Category at Part III.A.3.a. of the Application AND the proposed Development (i) qualifies as a Set-Aside Location A Development at Part III.E.1.b.(1) of the Application AND (ii) is classified as RA Level 1 or RA Level 2*.

(7) The Applicant selected and qualified for the Preservation, Acquisition and Preservation, Redevelopment, or Acquisition and Redevelopment Development Category at Part III.A.3.a. of the Application AND the proposed Development (i) does not qualify as a Set-Aside Location A Development at Part III.E.1.b.(1) of the Application AND (ii) is classified as RA Level 1, 2, 3, or 4*.

(8) None of the above applies to this Application.

* RA Levels are described in Part III.A.3.a. of the Instructions and in Section 5, of the Ranking and Selection Criteria section of the Instructions.

c. Do the proposed Development and any Development(s) on the List have the same Financial Beneficiaries and are they contiguous or divided by a street or easement or divided by a prior phase of the proposed Development?

Yes

No

Last Updated: 12/6/2011 9:46:54 AM

Form Key: 370

If "Yes", identify the name of the Development(s) on the List:

B. Construction Features and Amenities

1. Required General Features and Amenities for All Developments:

Does the Applicant commit to provide the required general features and amenities (outlined at Part III.B.1. of the Instructions) for the proposed Development?

- Yes
- No

2. Required Universal Design and Visibility Features:

a. For proposed Developments involving new construction units, regardless of the Development Category selected at Part III.A.3.a. of the Application, does the Applicant commit to provide the required universal design and visibility features and amenities (outlined at Part A.1. of the Manual) in all of the new construction units?

- Yes
- No

b. For proposed Developments involving rehabilitation units, regardless of the Development Category selected at Part III.A.3.a. of the Application, does the Applicant commit to provide feasible universal design and visibility features (outlined at Part B.1. of the Manual) as determined by a capital needs assessment performed during credit underwriting?

- Yes
- No

3. Optional Features and Amenities:

If the proposed Development will consist of Scattered Sites (as stated by the Applicant at Part III.A.2.c.), does the Applicant make a commitment to locate each selected feature and amenity that is not unit-specific on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both?

- Yes
- No

a. Optional General Unit Features and Amenities for all new construction units and all rehabilitation units, regardless of the Development Category selected at Part III.A.3.a. of the Application. (Maximum available points for this category is 9 points):

- Ceramic tile bathroom floors in all units (2 points)
- Microwave oven in each unit (1 point)
- Marble window sills in all units (1 point)
- Steel exterior door frames for all exterior doors for all units (1 point)
- At least 1 1/2 bathrooms (one full bath and one w/ih of least a toilet and sink) in all 2-bedroom new construction units (2 points) Note: In order to be eligible to select this feature, the Development must have at least one 2-bedroom new construction unit.
- Double compartment kitchen sink in all units (1 point)
- Pantry in kitchen area in all new construction units- must be no less than 20 cubic feet of storage space. Pantry cannot be just an under- or over-the-counter cabinet. (2 points)
- Garbage disposal in all units (1 point)
- New kitchen cabinets and counter top(s) in all rehabilitation units (3 points)
- New bathroom cabinet(s), excluding medicine cabinet, in all rehabilitation units (1 point)
- New plumbing fixtures in kitchen and bathroom(s) in all rehabilitation units [minimum of new tub and new faucets in kitchen and minimum of new tub, new toilet, new sink and new faucets in bathroom(s)] (3 points)

b. Optional Features and Amenities for All Developments Except SRO (Maximum available points for this category is 12 points):

Last Updated: 12/6/2011 9:46:54 AM

Form Key: 870

- 30 Year expected life roofing on all buildings (2 points)
- Gated community with "carded" or "touchpad" entry or security guard, or if 2 or more stories, "carded" or "touchpad" secure entry to each building (2 points)
- Emergency call service in all units (3 points)
- Exercise room with appropriate equipment (1 point)
- Community center or clubhouse (3 points)
- Swimming pool (2 points)
- Playground/tot lot, accessible to children with disabilities (must be sized in proportion to Development's size and expected resident population with age-appropriate equipment) (2 points)
- Car care area (for car cleaning/washing/vacuuming) (1 point)
- Two or more parking spaces per total number of units (1 point)
- Picnic area with hard cover permanent roof of a design compatible with the Development, open on all sides, containing at least three permanent picnic tables with benches and an adjoining permanent outdoor grill (1 point)
- Library consisting of a minimum of 100 books and 5 current magazine subscriptions (1 point)
- Computer lab on-site with minimum one computer per 30 units, with basic word processing, spreadsheets and assorted educational and entertainment software programs and at least one printer (1 point)
- Each unit wired for high speed Internet (1 point)

Applicant may select only one of the following two items:

- Outside recreation facility consisting of shuffleboard court and appropriate equipment, bocce ball court or lawn bowling court and appropriate equipment, tennis court, full basketball court or volleyball court. (Specific facility will be committed to during credit underwriting) (2 points)
- Outside recreation facilities. (Facilities must be approved by Corporation staff and servicers during credit underwriting) (2 points)

Applicant must identify two (2) separate facilities here:
and

Applicant may select only one of the following two items:

- Laundry hook-ups and space for full-size washer and dryer inside each unit (1 point)
- Dryer and Energy Star qualified washer in a dedicated space with hook-ups within each unit, provided at no charge to the resident during the term of any lease (3 points)

Applicant may select only one of the following two items:

- Laundry facilities with full-size dryers and Energy Star qualified washers available in at least one common area on site - minimum 1 washer and 1 dryer for every 12 units (1 point)
- Laundry facilities with full-size dryers and Energy Star qualified washers available in at least one common area on every floor in each building of the Development if Development consists of more than one building and/or more than one story - minimum 1 washer and 1 dryer for every 12 units (2 points)

Applicants that selected Single Family Rental, Duplexes, or Quadrplexes at Part III.A.4, may select any of the following:

- Garage for each unit which consists of a permanent, fully enclosable structure designed to accommodate one or more automobiles, either attached to the unit or detached but located on the same property, provided at no charge to the resident (3 points)
- Carport for each unit which consists of a permanent covered and paved area, attached to the unit and designed to accommodate one or more automobiles, provided at no charge to the resident (2 points)
- Fenced back yard for each unit which consists of a portion of the property behind each unit that is enclosed by a wood, privacy or chain link fence of a minimum height of 48". Direct access to the fenced back yard for each unit must be afforded solely by a door from that unit and no other unit. (2 points)

c. Optional Features and Amenities for SRO Developments (Maximum available points for this category is 12 points):

- 30 Year expected life roofing on all buildings (2 points)
- Gated community with "carded" or "touchpad" entry or security guard, or if 2 or more stories, "carded" or "touchpad" secure entry to each building (2 points)

Last Updated: 12/6/2011 9:48:54 AM

Form Key: 370

- Emergency call service in all units (3 points)
- Exercise room with appropriate equipment (2 points)
- Secure, enclosed bicycle storage provided at no charge to the resident (1 point)
- Cable or satellite TV hook-up in each unit and, if the Development offers cable or satellite TV service to the residents, the price cannot exceed the market rate for service of similar quality available to the Development's residents from a primary provider of cable or satellite TV (1 point)
- Picnic area with hard cover permanent roof of a design compatible with the Development, open on all sides, containing at least three permanent picnic tables with benches and an adjoining permanent outdoor grill (1 point)
- Library consisting of a minimum of 100 books and 5 current magazine subscriptions (1 point)
- Computer lab on-site with minimum one computer per 30 units, with basic word processing, spreadsheets and assorted educational and entertainment software programs and at least one printer (1 point)

Applicant may select only one of the following two items:

- Outside recreation facility consisting of shuffleboard court and appropriate equipment, bocce ball court or lawn bowling court and appropriate equipment, tennis court, full basketball court or volleyball court. (Specific facility will be committed to during credit underwriting) (2 points)
- Outside recreation facilities. (Facilities must be approved by Corporation staff and servicers during credit underwriting) (2 points)

Applicant must identify two (2) separate facilities here:

and

Applicant may select only one of the following two items:

- Laundry facilities with full-size dryers and Energy Star qualified washers available in at least one common area on site -- minimum 1 washer and 1 dryer for every 12 units (1 point)
- Laundry facilities with full-size dryers and Energy Star qualified washers available in at least one common area on every floor in each building of the Development if Development consists of more than one building and/or more than one story -- minimum 1 washer and 1 dryer for every 12 units (2 points)

d. Optional Universal Design and Visitability Unit Features (10 Points)

Does the Applicant commit to (i) provide all of the Optional Universal Design and Visitability features (outlined in Part A.2. of the Manual) in at least 15 percent of the proposed Development's new construction units, if any, and (ii) provide as many of the Optional Universal Design and Visitability features (outlined in Part B.2. of the Manual) as feasible, based on the capital needs assessment, in at least 15 percent of the proposed Development's rehabilitation units, if any?

- Yes
- No

4. Energy Features for all units in the Development:

a. For proposed Developments involving new construction units, regardless of the Development Category selected at Part III.A.3.a. of the Application, does the Applicant commit that (i) each new construction unit in the proposed Development that is eligible for the Energy Star New Homes (Florida standard) will achieve a Home Energy Rating System (HERS) Index of 77 or below, and (ii) each new construction unit in the proposed Development that is not eligible for the Energy Star New Homes will include, at a minimum, the energy features set out in Part III.B.4.a. of the Instructions?

- Yes
- No

b. For proposed Developments involving rehabilitation units, regardless of the Development Category selected at Part III.A.3.a. of the Application, does the Applicant commit to provide feasible energy features (outlined in Part III.B.4.b. of the Instructions) as determined by a capital needs assessment performed during credit underwriting for all rehabilitation units?

- Yes
- No

5. Green Building:

Last Updated: 12/6/2011 9:46:54 AM

Form Key: 370

- a. Green Building Options for Applications with the Development Category of New Construction or Redevelopment (with or without Acquisition)

The Applicant may select one (1) of the following Green Building options:

- (1) Green Building Features (7 points)

By making this selection, the Applicant commits to provide the Green Building features outlined at Part III.B.5.a.(1) of the Application Instructions.

or

- (2) Green Building Certification (10 points)

By making this selection, the Applicant commits to achieve one of the Green Building Certifications listed at Part III.B.5.a.(2) of the Application Instructions.

- b. Green Building Option for Applications with the Development Category of Rehabilitation or Preservation (with or without Acquisition) (10 points)

By making this selection, the Applicant commits to provide the Green Building features outlined at Part III.B.5.b. of the Application Instructions.

C. Ability to Proceed

1. Status of Site Plan Approval or Plat Approval:

- a. Multifamily Developments must provide a properly completed and executed Local Government Verification of Status of Site Plan Approval for Multifamily Developments form behind a tab labeled "Exhibit 26".

or

- b. Single-Family Rental Developments must provide a properly completed and executed Local Government Verification of Status of Plat Approval for Single-Family Rental Developments form behind a tab labeled "Exhibit 26".

2. Evidence of Site Control:

Applicant must demonstrate site control by providing the following documentation:

- a. Provide a fully executed qualified contract for purchase and sale for the subject property behind a tab labeled "Exhibit 27".

or

- b. Provide a recorded deed or recorded certificate of title behind a tab labeled "Exhibit 27".

or

- c. Provide a copy of the fully executed long-term lease behind a tab labeled "Exhibit 27".

3. Evidence of Infrastructure Availability:

- a. Electricity -- Provide a letter from the provider or a properly completed and executed Verification of Availability of Infrastructure - Electricity form behind a tab labeled "Exhibit 28".

- b. Water -- Provide a letter from the provider or a properly completed and executed Verification of Availability of Infrastructure - Water form behind a tab labeled "Exhibit 29".

- c. Sewer, Package Treatment or Septic Tank -- Provide a letter from the provider or a properly completed and executed Verification of Availability of Infrastructure - Sewer Capacity, Package Treatment, or Septic Tank form behind a tab labeled "Exhibit 30".

- d. Roads -- Provide a letter from the appropriate Local Government or a properly completed and executed Verification of Availability of Infrastructure - Roads form behind a tab labeled "Exhibit 31".

4. Evidence of Appropriate Zoning:

- a. New Construction and Redevelopment Developments (at Part III.A.3.a. of the Application) -- Provide a properly completed and executed Local Government Verification That Development Is Consistent With Zoning And Land Use Regulations form behind a tab labeled "Exhibit 32".

or

Last Updated: 12/6/2011 9:46:54 AM

Form Key: 270

b. Rehabilitation and Preservation Developments (at Part III.A.3.a. of the Application) -- Provide a properly completed and executed Local Government Verification That Development Is Consistent With Zoning And Land Use Regulations form or a properly completed and executed Local Government Verification That Permits Are Not Required For This Development form behind a tab labeled "Exhibit 32".

5. Environmental Site Assessment (ESA):

a. Phase I ESA -- Provide a properly completed and executed Verification of Environmental Safety -- Phase I Site Assessment form behind a tab labeled "Exhibit 33".

b. Phase II ESA -- If applicable, provide a properly completed and executed Verification of Environmental Safety -- Phase II Site Assessment form behind a tab labeled "Exhibit 34".

D. Demographic Commitment

1. **Elderly:**

a. Will the proposed Development be an ALF?

Yes

No

b. For all counties except Miami-Dade County and Broward County, if the Applicant selected the Development Category of Rehabilitation or Preservation (with or without Acquisition) at Part III.A.3.a. of the Application, does the proposed Development constitute an existing, occupied elderly housing facility that is operating as an elderly housing facility as set forth in the Federal Fair Housing Act as of the Application Deadline for the 2011 Universal Application Cycle?

Yes

No

a. Provide evidence of a local need for low-income Elderly housing (non-ALF or ALF) behind a tab labeled "Exhibit 35".

2. Farmworker or Commercial Fishing Worker - Provide evidence of a local need for Farmworker or Commercial Fishing Worker housing behind a tab labeled "Exhibit 35".

3. Homeless - Provide a properly completed and executed Verification of Inclusion in Local Homeless Continuum of Care Plan by Lead Agency form behind a tab labeled "Exhibit 35". If no Local Homeless Assistance Continuum of Care Plan exists, evidence of a local need for Homeless housing must be provided behind a tab labeled "Exhibit 35".

4. Family -- Development will serve the general population.

E. Set-Aside Commitments

1. MMRB and HC Applications:

a. Minimum Set-Aside:

Select one of the following:

20% of units at 50% Area Median Income (AMI) or lower

or

40% of units at 60% AMI or lower

or

HC Applicants Only - Deep rent skewing option as defined in Section 42, IRC, as amended

b. Set-Aside Commitment

(1) Does the proposed Development qualify as a Set-Aside Location A Development?

Yes

No

(2) If requesting Compellive HC, does the Applicant commit to (i) set aside at least 50 percent of the ELI units for Special Needs Households and (ii) develop and execute a Memorandum of Understanding with at least one designated Special Needs Household Referral Agency for the county where the proposed Development will be located?

Yes

Last Updated: 12/6/2011 9:46:54 AM

Form Key: 370

No

(3) All Applicants must enter all set-aside commitments (required set-asides and additional set-asides) on the total set-aside breakdown chart at either section (a) or (b) below. The Applicant should complete each column of the applicable chart.

(a) If applying for Competitive HC* or non-competitive HC only:

Percentage of Residential Units	
Commitment for Competitive HC or non-competitive HC only	AMI Level
%	At or Below 25%
11%	At or Below 28%
%	At or Below 30%
%	At or Below 33%
%	At or Below 35%
%	At or Below 40%
%	At or Below 45%
%	At or Below 50%
80%	At or Below 60%
Total Set-Aside Percentage:	100%

* One of the requirements for a proposed Development to qualify as a TOD Development is that at least 50 of the Development's set-aside units must be located within the designated TOD area. Set-aside units are calculated using the methodology described in Section 3.b. of the Ranking and Selection Criteria section of the Instructions.

(b) If applying for MMRB with or without non-competitive HC:

Percentage of Residential Units		
Commitment for MMRB	Commitment for non-competitive HC	AMI Level
%	%	At or Below 25%
%	%	At or Below 28%
%	%	At or Below 30%
%	%	At or Below 33%
%	%	At or Below 35%
%	%	At or Below 40%
%	%	At or Below 45%
%	%	At or Below 50%

Last Updated: 12/6/2011 9:46:54 AM

Form Key: 370

Total Set-Aside Percentage:	%	%	At or Below 60%
	%	%	

2. HOME Applications:

a. Minimum Number of HOME-Assisted Units Required by HUD (Applicants requesting Competitive HC and HOME):

- (1) HOME loan requested: \$
- (2) Total Development Cost: \$
- (3) Percentage of Total Development Cost provided by HOME Loan %
(Divide a.(1) by a.(2) and round up to the next whole percentage number)
- (4) Total number of units in Development:
- (5) Minimum number of HOME-Assisted Units Required by HUD;
(Multiply a.(4) by a.(3), round up to the next whole number)
- (6) Minimum number of HOME-Assisted Units as a percentage: %
(Divide a.(5) by a.(4) and round percentage to two decimal places)

b. Summary of HOME-Assisted Units:

- (1) Low HOME Rent Units
- (2) High HOME Rent Units
- (3) Total HOME-Assisted Units

3. Affordability Period:

Applicant irrevocably commits to set aside units in the proposed Development for a total of 50 years.

F. Resident Programs

1. Qualified Resident Programs for Non-Elderly and Non-Homeless Developments (Maximum 8 Points):

a. Homeownership Opportunity Program:

- (1) Financial Assistance with Purchase of a Home (2 points)

OR For HC Single Family Rental Developments Only

- (2) Financial Assistance with Purchase of a Unit in the Development (1 point)

b. After School Program for Children (3 points)

c. First Time Homebuyer Seminars (1 point)

d. Literacy Training (2 points)

e. Employment Assistance Program (2 points)

OR

2. Qualified Resident Programs for Homeless Developments - SRO and Non-SRO (Maximum 6 Points):

a. The following resident programs are available for SRO Developments only:

- (1) Staffed Kitchen/Cafeteria (3 points)

(2) Daily Activities (3 points)

b. The following resident programs are available for Non-SRO Developments only:

(1) Homeownership Opportunity Program;

(a) Financial Assistance with Purchase of a Home (2 points)

OR For HC Single Family Rental Developments Only

(b) Financial Assistance with Purchase of a Unit in the Development (1 point)

(2) After School Program for Children (3 points)

(3) First Time Homebuyer Seminars (1 point)

c. The following resident programs are available for both SRO and Non-SRO Developments:

(1) Literacy Training (2 points)

(2) Employment Assistance Program (2 points)

OR

3. Qualified Resident Programs for Elderly Developments (Maximum 6 Points):

a. The following resident programs are available for Elderly Non-ALF Developments only:

(1) Daily Activities (3 points)

(2) Assistance with Light Housekeeping, Grocery Shopping and/or Laundry (1 point)

(3) Resident Assurance Check-In Program (2 points)

(4) Manager On-Site 24 Hours Per Day (3 points)

b. The following resident programs are available for Elderly ALF Developments only:

(1) Medication Administration (3 points)

(2) Services for Persons with Alzheimer's Disease and Other Related Disorders (3 points)

c. The following resident programs are available for both Elderly Non-ALF and Elderly ALF Developments:

(1) Private Transportation (3 points)

(2) Literacy Training (2 points)

(3) Computer Training (2 points)

AND

4. Qualified Resident Programs for ALL Applicants (Maximum 8 Points):

a. Health and Wellness

(1) For All Developments Except Elderly ALF Developments:

(a) Health Care (2 points)

(b) Health and Nutrition Classes (2 points)

(c) Mentoring (2 points)

OR

(2) For Elderly ALF Developments only:

(a) Health and Wellness Services and Activities (2 points)

(b) Mentoring and Intergenerational (2 points)

b. Resident Activities (2 points)

c. Financial Counseling (2 points)

Last Updated: 12/6/2011 9:46:54 AM

- d. English as a Second Language (2 points)
- e. Resident Assistance Referral Program (2 points)
- f. Swimming Lessons (2 points)
- g. Life Safety Training (2 points)

G. HOME Uniform Relocation Act (Applications Requesting HOME)

1. Does any portion of the Development involve rehabilitation work?

- Yes - Complete both questions 2 & 3
- No - Complete question 3 only

2. Tenant Relocation Information for Existing Properties:

a. Are there any units occupied?

- Yes - Complete items b. - f.
- No - Skip items c. - f.

b. How many total units now exist in the development?

c. How many units are occupied?

d. Based on the income information of each tenant, is permanent relocation (displacement) anticipated during or after the rehabilitation period?

- Yes
- No

If Yes, number of units affected:

e. During rehabilitation, will temporary relocation of any tenants be required?

- Yes
- No

If Yes, how many tenants will require temporary relocation?

f. Provide one copy of the required information in a separate notebook entitled "Relocation Documentation."

3. Uniform Relocation Act (URA) Acquisition Information (For All Development Categories):

a. Does the Applicant own the Development site as documented in the Site Control section of this Application?

- Yes - Provide a narrative regarding the acquisition behind a tab labeled "Exhibit 35-A" and skip items b. through d. below
- No - Answer item b. below

b. Is Applicant a private company?

- Yes - Provide a copy of the notice provided to the seller behind a tab labeled "Exhibit 35-B" and skip items c. and d. below
- No - Answer item c. below

c. Is Applicant a public (government) Applicant?

- Yes - Answer item d. below
- No - Skip item d. below

d. Does the Applicant have eminent domain power?

- Yes - Provide a copy of the required notice behind a tab labeled "Exhibit 35-C"
- No - Provide the required information behind a tab labeled "Exhibit 35-C"

H. HOME Certification of Consistency With the Consolidated Plan (Applications Requesting HOME)

Provide documentation evidencing certification of consistency with Consolidated Plan behind a tab labeled "Exhibit 35-D".

I. HOME Other Federal Requirements (Applications Requesting HOME)

1. Federal Labor Requirements:

Does the Development consist of 12 or more HOME-Assisted Units to be constructed under a single contract?

- Yes
- No

2. Debarment and Suspension:

Provide the executed Contractor Certification behind a tab labeled "Exhibit 36-E".

3. Lead Based Paint:

a. Did the Applicant answer "Yes" to question G.1. in this Application?

- Yes -- answer item b. below
- No -- skip items b. and c. below

b. Was the Development to be rehabilitated built before 1978?

- Yes -- answer item c. below
- No -- skip item c. below

c. Is the Applicant purchasing the property?

- Yes -- Provide a copy of the executed Disclosure of Information on Lead Based Paint and Lead Based Paint Hazards form behind a tab labeled "Exhibit 36-F".
- No

4. Match:

List the amount of each source of Match and provide the required documentation behind a tab labeled "Exhibit 36-G":

- a. Source(s) \$
- \$
- \$
- \$
- \$
- b. Total Match Amount: \$-

Part IV. Local Government Support

A. Contributions

1. If the proposed Development does not meet one or more of the criteria listed in the Application Instructions to be eligible for an automatic 5 points, has a Local Government committed to provide a contribution to the proposed Development?

- Yes
- No

If "Yes", provide the following:

a. The applicable Local Government Verification of Contribution form(s):

- (1) Local Government Verification of Contribution -- Grant form behind a tab labeled "Exhibit 36";
- (2) Local Government Verification of Contribution -- Fee Waiver form behind a tab labeled "Exhibit 37";
- (3) Local Government Verification of Contribution -- Loan form behind a tab labeled "Exhibit 38"; and/or
- (4) Local Government Verification of Contribution -- Fee Deferral form behind a tab labeled "Exhibit 39".

b. The payment stream for all present value calculations (if contribution consists of a loan or deferred fee) and the calculations by which the total amount of each waiver is determined (if contribution consists of a fee waiver) must be provided behind the applicable exhibit tab.

2. For each Local Government contribution the Development will receive:

a. Enter the type of contribution (grant, loan, fee waiver or fee deferral) and the value (net present value for loans and fee deferrals) of each contribution:

Type	Value
County Loan	\$ 152,489
Imp. Fee Waiver	\$ 224,164
	\$
	\$
	\$

b. Enter the total value of the Local Government contribution(s):

\$ 376,653

B. Incentives

1. If the Local Government provides an expedited permitting process for affordable housing, provide the Local Government Verification of Affordable Housing Incentives -- Expedited Permitting Process for Affordable Housing form behind a tab labeled "Exhibit 40".
2. If the Local Government has an on-going and current process for providing contributions to affordable housing properties or developments, provide the Local Government Verification of Affordable Housing Incentives -- Contributions to Affordable Housing Properties or Developments form behind a tab labeled "Exhibit 41".
3. If the Local Government currently makes available to affordable housing properties or developments the modification of fee requirements, including reduction or waiver of fees and alternative methods of fee payment, provide the Local Government Verification of Affordable Housing Incentives -- Modification of Fee Requirements for Affordable Housing Properties or Developments form behind a tab labeled "Exhibit 42".
4. If the Local Government currently has a process, established by ordinance, resolution, plan or policy, that requires consideration of the impact of proposed policies, ordinances, regulations, or plan provisions on the cost of affordable housing prior to adoption of such policies, ordinances, regulations, or plan provisions, provide the Local Government Verification of Affordable Housing Incentives -- Impact of Policies, Ordinances, Regulations or Plan Provisions on Cost of Affordable Housing Properties or Developments form behind a tab labeled "Exhibit 43".

Part V. Financing

A. Funding:

1. Funding Request:

Tax-Exempt Multifamily Bonds	\$
Taxable Multifamily Bonds	\$
Competitive HC (annual amount)	\$ 2526990
Non-competitive HC (annual amount)	\$
HOME	\$

2. Other Funding:

a. If a PLP loan has been awarded for this Development, provide the following information:

Corporation File #

Amount of Funding \$

b. Other Corporation funds that will be incorporated as a source of financing for the proposed Development:

Last Updated: 12/8/2011 9:46:54 AM

Form Key: 370

Corporation Program	Corporation File #	Amount of Funding
(1) SAIL		\$
(2) Tax-Exempt MMRB		\$
(3) Non-competitive HC		\$
(4) Taxable MMRB		\$
(5) EHCL		\$

c. If tax-exempt multifamily bonds issued by an entity other than the Corporation or a County Housing Finance Authority will be used to finance this construction, provide the following information:

tax-exempt multifamily bond source
 tax-exempt multifamily bond amount

d. If the proposed Development will be assisted with funding under the United States Department of Agriculture RD 514/516 Program, RD 515 Program, and/or the RD 538 Program, indicate the applicable program(s) below and provide the required documentation behind a tab labeled "Exhibit 44".

- RD 514/516
- RD 515
- RD 538

B. Finance Documents

All Applicants must complete the Development Cost Pro-Forma, the Detail/Explanation Sheet, if applicable, the Construction or Rehab Analysis, and the Permanent Analysis.

All Applicants must complete and attach the Commitment to Defeat Developer Fee form, if applicable, behind a tab labeled "Exhibit 45".

C. MMRB Applicants (Threshold)

Provide the following information:

1. Credit Enhancer:
 Term;
 Expected Rating:
- OR
2. Private Placement / Name of Purchaser:
 Term;
 Expected Rating:

Provide the Credit Enhancer's Commitment or Bond Purchaser's Letter of Interest behind a tab labeled "Exhibit 46".

D. Non-Corporation Funding Commitment(s)

Attach all funding commitment(s) and letter(s) of intent executed by the lender(s) or other source(s). Insert the documentation for each source directly behind its own tab beginning with a tab labeled "Exhibit 47" and continuing with sequentially numbered tabs for each exhibit.

Addenda

You may use the space below to provide any additional information or explanatory addendum for items in the Application. Please specify in detail the particular Part, Section, Subsection, etc., to which the additional information or explanatory addendum applies.

Part III, E. 1, b. - 10 units: at 28% AMI; 81 units at 60% AMI.

DEVELOPMENT COST PRO FORMA

NOTES:

Form Key: 370

Last Updated: 12/6/2011 9:46:54 AM

- (1) Developer fee may not exceed the limits established in Rule Chapters 67-21 and 67-48, F.A.C. Any portion of the fee that has been deferred must be included in Total Development Cost.
- (2) If Housing Credit equity is being used as a source of financing, complete Columns 1, 2 and 3. Otherwise, complete Columns 2 and 3.
- (3) General Contractor's fee is limited to 14% of actual construction cost. General Contractor's fee must be disclosed.
- (4) In reference to impact fees, a tax professional's advice should be sought regarding eligibility of these fees.
- (5) For purposes of the Development Cost calculation in this Application, the only reserves allowed are contingency reserves for rehabilitation and construction (total of A1.3. and A.3. below), which amounts cannot exceed 5% for Development Category of New Construction and Redevelopment and 15% for Development Category of Rehabilitation and Preservation, as stated in Rule Chapter 67-48, F.A.C.
- (6) For Applicants requesting Competitive HC and HOME, the Applicant will be responsible for all applicable HC fees and the Corporation will pay the multiple program sending fees and compliance monitoring fees. For Non-Profit Applicants requesting Competitive HC and HOME, the Corporation will also pay the credit underwriting multiple program fees and the environmental review fees.
- (7) Applicants using HC equity funding, with the exception of those applying for MMRB, should list an estimated compliance fee amount in column 2.
- (8) The Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, Construction or Rehab Analysis and Permanent Analysis are subject to change during credit underwriting.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF * ITEMS. IF ADDITIONAL SPACE IS REQUIRED, ENTER THE INFORMATION ON THE ADDENDA LOCATED AT THE END OF THE APPLICATION.

	1 ELIGIBLE (HC ONLY)	2 HC INELIGIBLE OR MMRB/HOME	3 Total (MMRB, HOME & HC)
PROJECT COST			
Actual Construction Cost			
Demolition			\$0.00
*Off-site (explain in detail)			\$0.00
New Rental Units	\$12,649,780.00	\$100,000.00	\$12,649,780.00
Rehab of Existing Rental Units			\$0.00
Accessory Buildings			\$0.00
Recreational Amenities	\$399,276.00		\$399,276.00
Rehab of Existing Common Areas			\$0.00
*Other (explain in detail)			\$0.00
A1. Actual Construction Cost	\$12,949,056.00	\$100,000.00	\$13,049,056.00
A1.1. Sub-Total	\$12,949,056.00	\$100,000.00	\$13,049,056.00
A1.2. General Contractor Fee(3) (Max. 14% of A1., column 3)	\$1,769,710.00		\$1,769,710.00
A1.3. Total Actual Construction Cost	\$14,718,766.00	\$100,000.00	\$14,818,766.00
Financial Cost			
Construction Loan Credit Enhancement			\$0.00
Construction Loan Interest	\$463,458.00	\$356,181.00	\$819,639.00
Construction Loan Orig. Fees	\$174,717.00		\$174,717.00

Form Key: 370

Last Updated: 12/6/2011 9:46:54 AM

Bridge Loan Interest	\$26,294.00	\$452,000.00	\$478,294.00
Bridge Loan Orig. Fee			\$0.00
Permanent Loan Credit Enhancement			\$0.00
Permanent Loan Origination Fee		\$31,718.00	\$31,718.00
A2. Total Financial Cost	\$684,469.00	\$838,800.00	\$1,523,268.00
General Development Costs			
Accounting Fees	\$130,000.00		\$130,000.00
Appraisal	\$3,800.00		\$3,800.00
Architect's Fee - Design	\$495,000.00		\$495,000.00
Architect's Fee - Supervision	\$180,000.00		\$180,000.00
Builder's Risk Insurance			\$0.00
Building Permit	\$171,500.00		\$171,500.00
Brokerage Fees - Land			\$0.00
Brokerage Fees - Buildings			\$0.00
Closing Costs - Construction Loan	\$95,000.00	\$19,000.00	\$114,000.00
Closing Costs - Permanent Loan			\$0.00
Engineering Fee	\$253,500.00		\$253,500.00
Environmental Report	\$32,970.00		\$32,970.00
FHFC Administrative Fee		\$202,159.00	\$202,159.00
FHFC Application Fee		\$3,000.00	\$3,000.00
FHFC Compliance Fee (6) & (7)		\$114,551.00	\$114,551.00
FHFC Credit Underwriting Fee (6)	\$1,800.00	\$10,837.00	\$12,637.00
*Impact Fees (list in detail)	\$386,700.00		\$386,700.00
Inspection Fees	\$22,928.00	\$5,000.00	\$27,928.00
Insurance	\$12,000.00		\$12,000.00
Legal Fees	\$180,101.00	\$32,620.00	\$188,001.00
Market Study	\$17,100.00		\$17,100.00

Form Key: 370

Last Updated: 12/6/2011 9:46:54 AM

Marketing/Advertising		\$42,866.00	\$42,866.00
Property Taxes	\$15,000.00		\$15,000.00
Soil Test Report	\$15,000.00		\$15,000.00
Survey	\$24,900.00		\$24,900.00
Title Insurance	\$97,180.00	\$54,876.00	\$152,056.00
Utility Connection Fee	\$188,486.00		\$188,486.00
*Other (explain in detail)	\$25,600.00		\$25,600.00
A3. Total General Development Cost	\$2,298,515.00	\$485,108.00	\$2,783,624.00
A4. Contingency Reserves (5)	\$720,976.00		\$720,976.00
B1. Acquisition Cost of Existing Developments (Excluding Land) Existing Buildings			\$0.00
* B2. Other (explain in detail)		\$436,715.00	\$436,715.00
G. Development Cost (A1.3+A2+A3+A4+B1+B2)	\$18,422,725.00	\$1,860,723.00	\$20,283,448.00
D. Developer's Fee (1)	\$3,175,477.00		\$3,175,477.00
E. Total Land Cost		\$4,000,000.00	\$4,000,000.00
F. Total Development Cost (C+D+E)	\$21,598,202.00	\$5,860,723.00	\$27,458,925.00

Detail/Explanation Sheet

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

Development Cost

Acquisition Cost of Existing Developments
(as listed at Item B2.)

Other: Interest Carry on Land Purchase \$436,715

Actual Construction Cost
(as listed at Item A1.)

Off-site:

Other:

General Development Costs
(as listed at Item A3.)

Last Updated: 12/6/2011 9:46:54 AM

Form Key: 370

B. Sources:

1. MMRB Requested	<u>\$0.00</u>	
2. HOME Loan Requested	<u>\$0.00</u>	
3. HC Syndication/HC Equity Proceeds	<u>\$23,498,653.00</u>	Exhibit 46
4. First Mortgage Financing	<u>\$2,897,404.00</u>	Exhibit 47
5. Second Mortgage Financing	<u> </u>	Exhibit
6. Third Mortgage Financing	<u> </u>	Exhibit
7. Deferred Developer Fee	<u>\$3,175,477.00</u>	Exhibit 45
8. Grants	<u> </u>	Exhibit
9. HC Equity - Partner's Contribution	<u> </u>	Exhibit
10. USDA RD Financing		
a. RD 514/516	<u> </u>	Exhibit
b. RD 515	<u> </u>	Exhibit
c. RD 538	<u> </u>	Exhibit
11. Other: County Loan	<u>\$175,000.00</u>	Exhibit 47
12. Other:	<u> </u>	Exhibit
13. Total Sources	<u>\$29,386,531.00</u>	
C. Financing Shortfall:		
(A. - B.13.)	<u>(\$1,927,606.00)</u>	

Each Exhibit must be listed behind its own Tab. DO NOT INCLUDE ALL EXHIBITS BEHIND ONE TAB.

Last Updated: 12/6/2011 9:46:54 AM

Form Key: 370

EXHIBIT E

GENERAL RELEASE

Know All Men By These Presents:

That METRO SOUTH SENIOR APARTMENTS LIMITED PARTNERSHIP ("METRO SOUTH"), a Florida Limited Partnership for and in consideration of the sum of ten dollars and no/100 (\$10.00) Dollars, or other valuable consideration, received from or on behalf of the CITY OF SOUTH MIAMI ("CITY"), its receipt whereof is hereby acknowledged, does hereby and for its successors and assigns, remise, release, acquit, satisfy, and forever discharge the CITY, as well as its employees, officers, directors, stockholders, agents, insurance carriers, affiliates, and successors and assigns, hereinafter collectively referred to as "CITY AND ITS AFFILIATES", of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which METRO SOUTH, ever had, now has, or which any personal representative, successor, heir or assign of METRO SOUTH, hereafter can, shall or may have, against CITY AND ITS AFFILIATES, for upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents; and specifically from any and all claims arising out of or relating in any manner to the claims of disability and race discrimination of METRO SOUTH with CITY AND ITS AFFILIATES or the facts, circumstances and claims alleged in the cases of *Metro South Senior Apartments Limited Partnership. v. City of South Miami* (Case No. 12-cv-23240") in the United States District Court for the Southern District of Florida, an action currently stayed in federal court ("Federal Litigation"), an administrative complaint with the U.S. Department of Housing and Urban Development ("HUD Complaint"), as well as filing a state court action filed in Eleventh Judicial Circuit in and for Miami-Dade County, Florida under case number 12-33670 CA-06 which was dismissed without prejudice, including any and all claims for damages, punitive damages, attorney's fees and costs.

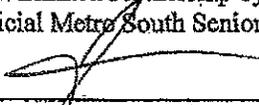
It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said parties deny liability therefor and intend merely to avoid litigation and buy their peace.

The undersigned hereby declares and represents that the damages the undersigned alleges that it sustained may be uncertain and indefinite and in making this Release it is understood and agreed, that the undersigned relies wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, affect and duration of said damages and liability therefor and it is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by anyone in their employ.

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, A.D., 2013.

Metro South Senior Apartments Limited Partnership, a
Florida Limited Partnership by its General Partner,
Beneficial Metro South Senior LLC.

By: 
DON W. PAXTON, Manager of
Beneficial Metro South Senior LLC

STATE OF FLORIDA

)

SS.

COUNTY OF SARASOTA

)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, at the time of notarization, personally appeared DON W. PAXTON, who is personally known to me or who has produced _____, as identification, and who did take an oath, and who acknowledges executing the foregoing instrument and he acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 19 day of September, A.D., 2013.

My Commission Expires: 5-25-17

Margaret A. Moore
NOTARY PUBLIC,
State of Florida at Large



FLUEDRA AGREEMENT

This Agreement ("Agreement") is made and entered into this 20 day of SEPTEMBER, 2013, by and between the CITY OF SOUTH MIAMI, a Florida municipal corporation ("City) and METRO SOUTH SENIOR APARTMENTS LIMITED PARTNERSHIP, a Florida Limited Partnership ("Developer"), to implement a settlement under the Florida Land Use and Environmental Dispute Resolution Act, § 70.51 Florida Statutes (2012) (herein referred to as "FLUEDRA").

RECITALS

WHEREAS, Developer is the equitable owner of land located within the City at 6101 Sunset Drive, depicted and legally described in Exhibit "A" attached and incorporated herein (hereafter "Property"), having contracted to purchase same from its present legal owner, 6101 Sunset LLC, for the purpose of developing an affordable senior housing project; and

WHEREAS, the Developer timely petitioned for relief under FLUEDRA concerning the City's March 20, 2012 action on Developer's application for a zoning boundary change to rectify a split zoning condition on the Property, and the City and Developer participated in a duly noticed FLUEDRA mediation commencing June 8, 2012, (which has been continued by mutual consent of the parties up to the present time pursuant to § 70.51(23)); and

WHEREAS, the referenced § 70.51(17)(a) mediation resulted in a consensus among the Developer and City Staff to recommend adjustments under § 70.51(19) for resolution of the land use dispute that would address the articulated concerns of the both the City and Developer, and accordingly, the presiding Special Magistrate has recommended consideration of this implementing Agreement by the City Commission pursuant to § 70.51(19)(c); and

WHEREAS, the Site Plan documents attached hereto and incorporated herein as composite Exhibit "B" depict the proposed development alternative emanating from the the referenced FLUEDRA mediation process and were submitted to the City on August 16, 2013; and

WHEREAS, the City Commission finds that the Property possesses desirable and requisite characteristics to accommodate the tiered design, 91 unit senior apartment project depicted in the Site Plan documents attached as Exhibit B (hereafter "Project"), and that the Project is consistent with the land use designation for the Property under the City's Comprehensive Plan, and in keeping with the policies of the Transit Oriented Development District ("TODD") in which the Property is located; and

WHEREAS, the City Commission acknowledges that the Project has been awarded affordable housing credits by the Florida Housing Finance Corporation pursuant to the application attached for informational purposes as Exhibit D; and

WHEREAS, the City Commission finds that use proposed as the Project is consistent with the MU-4 and MU-5 zoning districts applicable to the Property, and that the Project is consistent with the City's Land Development Regulations except as to the adjustments allowed pursuant to FLUEDRA, specified in paragraph 6 below, in order to accommodate the proposed Project while alleviating design constraints and undesirable aesthetic "canyon" effect in the neighborhood by virtue of the current split zoning across the Property; and

WHEREAS, the Commission further finds that the Project facilitates the City's request that the Developer provide more street level commercial space than originally designed, and

WHEREAS, the Developer brought the actions *Metro South Senior Apartments Limited Partnership. v. City of South Miami* (Case No. 12-cv-23240") in the United States District Court for the Southern District of Florida (Federal Litigation) and *Metro South Senior Apartments Limited Partnership. v. City of South Miami* (Case No. 12-33670-CA-06) in the Eleventh Judicial Circuit of Florida ("State Litigation"), as well as a complaint with the U.S. Department of Housing and Urban Development (HUD File No: 04-13-0456-8, Title VI Case No.: 04-13-0456-6, Section 504 Case No.: 04-13-0456-4, Section 109 Case No.: 04-13-0456-9) ("HUD Complaint"). The City and Developer wish to resolve the disputes raised in the FLUEDRA petition, Federal Litigation, State Litigation, and HUD Complaint through a mutually acceptable development agreement, and Developer agrees that the uses and the terms specified in this Agreement as applied to the Property are acceptable and, upon fulfillment of the terms hereof, resolve the referenced disputes; and

WHEREAS, on September 3, 2013, the City Commission considered entry of this Agreement at a public hearing, after publishing notice of same on or before August 23, 2013, and after Notices of Intent to Consider this Agreement were mailed on August 27, 2013 and September 4, 2013 to all property owners, as reflected on the current years tax roll, lying within 500 feet of the Property (via certified mail to contiguous owners); and

WHEREAS, on September 16, 2013, the City Commission considered entry of this Agreement at a second public hearing, after publishing notice of same on or before September 4, 2013 and after announcing at the September 3, 2013 public hearing the day, time, and place of said second public hearing; and

WHEREAS, in accordance with Section 70.51(22), Florida Statutes, this Agreement constitutes the written decision of the City regarding the uses available to the Property; and

NOW, THEREFORE, the City and Developer, for \$10.00 and other good and valuable consideration, including the terms and conditions of the Agreement, the receipt and sufficiency of which is acknowledged by each party, hereby agree as follows:

1. **Recitals.** The above recitals are true and correct, and incorporated herein and made part of this Agreement.
2. **Exhibits.** All Exhibits to this Agreement are incorporated in and made part of this Agreement, except Exhibit D which is attached for informational purposes only (to reflect the conditions to which Developer would be obligated upon entering into the land use restriction agreement with FHFC that is required in the course of awarding affordable housing tax credits, so that the Developer's obligations to FHFC run with and bind the land being developed) and specifically referencing Section F. Resident Programs, pages 17, 18, and 19 of Exhibit D, setting forth Developer's programs for its residents who will be future citizens of the City of South Miami.
3. **Intent.** It is the intent of the City and Developer that this Agreement shall be adopted in conformity with FLUEDRA and should be construed and implemented so as to effectuate the purpose and intent of that Act.
4. **Comprehensive Plan Consistency.** The City Commission has determined that the mixed uses permitted by this Agreement would be consistent with the Future Land Use designation of the Property and would promote the policies of the City's Comprehensive Plan and the City's Transit Oriented Development District ("TODD").
5. **Current Zoning.** The Property is an assemblage of three contiguous platted lots lying within the City's TODD boundary and zoned MU-5 and MU-4.
6. **Zoning Consistency.** The City and Developer agree that the zoning consistency of the Site Plan attached hereto as Exhibit B is to be determined according to the City zoning regulations in effect on March 20, 2012, the date of government action subject of Developer's FLUEDRA petition. The City Commission has determined that the mixed uses permitted by this Agreement are consistent with the applicable MU-5 and MU-4 zonings, except that the following mutually beneficial adjustments are allowed in order to reasonably accommodate the Developer's request to provide 91 affordable senior apartment units (age-restricted to 55 and over, 19 of which are disabled accessible and the balance of which are disabled adaptable), along with associated common areas and 2,645 square feet of commercial space in the ground floor to accommodate the City's desire to foster mixed uses and commercial activity at the street level:
 - (a) A parking adjustment permitting a total of 136 parking spaces, 91 of which will be designated for the 91 residential units (to be assigned in the lease agreements) and 45 of which will be designated for visitor and commercial parking with the commercial parking to be located in close proximity to any commercial establishment on the ground floor

(including the covered, secure bicycle parking shown on page A2.01 of Exhibit B). Residential parking decals and parking cards will be issued to tenants for the vehicle to be parked in the residential parking area, which shall be segregated from the commercial/visitor parking area by a card-only access mechanical gate. Only one decal shall be issued to each rental unit. The commercial/visitor parking area shall be for customer and visitor parking only. Tenant vehicles that are found parked in this commercial/visitor parking area shall be towed, and towing shall be conducted by an authorized towing company to a towing company storage facility.

(b) A height adjustment to the MU-4 zoned portion of the site to facilitate the tiered design of the project increasing from 4 stories fronting on Sunset Drive to 7 stories, and then decreasing to 2 stories (which contain 3 levels of parking) at the rear of the Project.

7. **Site Plan Approval.** Execution of this agreement shall constitute final site plan approval for the Project, and the Developer may proceed to obtain building permits for construction in substantial compliance therewith in accordance with City zoning and building regulations in effect as of March 20, 2012. Developer shall construct a loading zone on the S.W. 61st Avenue side of the Project in substantial conformity to the loading zone depicted in the site plan and landscaping plans within Exhibits B and C, subject to receiving all necessary permits or approvals from the City. Developer shall timely pursue City approvals necessary for construction of said loading zone upon execution of this Agreement, and shall make good faith efforts to complete construction of the loading zone prior to occupancy of the Project. Developer shall construct the loading zone by the latter of occupancy of the Project or six months from issuance of all necessary permits for construction of the loading zone. Use of the loading zone for tenant moves shall be limited to the hours of 9:00 a.m. to 4:00 p.m., Monday through Saturday.
8. **Architectural Review.** The Developer shall construct the Project in substantial compliance with the color rendering in Exhibit B.
9. **Concurrency.** The Developer shall meet any applicable City concurrency infrastructure requirements effective as of March 20, 2012, and shall otherwise meet applicable requirements of Miami-Dade County and the Florida Building Code, necessary for construction of the project depicted in Exhibit B including, but not limited to traffic, water, sewer, roads and drainage. Any concurrency requirements at the time of building permit issuance shall be met within 5 years of the execution of this Agreement unless extended by mutual written agreement of the parties, and the following facilities will be provided concurrent with issuance of a certificate of occupancy if issuance occurs sooner:
 - a. **Parks / Open Space.** Upon issuance of a certificate of occupancy, the Developer shall pay the sum of \$250,000.00 to the City in full

satisfaction of Developer's contribution obligations for parks / open space, if any, for the Project.

b. Drainage. The Developer shall provide drainage as required by law in accordance with the Rules of the Department of Environmental Regulation and the South Florida Water Management District and the regulations of the City's Code.

c. Water and Sanitary Sewer. As required by law, the Developer shall comply with the requirements of the Miami-Dade County MDWASAD for provision of water and sewer services.

d. Water and Sanitary Sewer Distribution Lines. Developer is responsible for construction of water and sanitary sewer distribution lines, collection lines, pump stations, lift stations and fire hydrants within the boundaries of the Property. Such construction shall be undertaken in accordance with Miami-Dade County MDWASAD standards and specifications and shall be inspected and approved by the County.

e. Solid Waste Collection. The Developer shall provide waste collection service to the Property through a solid waste collection franchise previously approved by the City

f. Law Enforcement. The City provides police service to the Property.

g. Fire Rescue and Emergency Medical Services. Miami-Dade County provides fire rescue and emergency medical services to the Property.

h. Vehicular Traffic. The City is responsible for Levels of Service and concurrency determinations for local City roadways. The Developer shall meet traffic requirements of the City's code as applicable on the effective date of this Agreement.

i. Pedestrian Traffic – The Developer shall construct, at Developer's sole expense, an at-grade pedestrian crosswalk at a point on the Sunset Drive frontage of the Property agreeable to the City, with decorative pavers and signage (similar to the existing crosswalk in front of the Sunset Place development on Sunset Drive, east of U.S. 1) as well as flashing lights, subject to the City obtaining any necessary permits or approvals for installation of the crosswalk within the public right of way or other similar signal mutually acceptable to both parties. The timing of construction of the crosswalk shall be independent from the timing of the construction of the Project, however, Developer shall construct the crosswalk within six months of the City obtaining and issuing all necessary permits under this section.

10. **Commercial Uses.** The Developer shall make best efforts to recruit and lease to a deli tenant as soon as practicable upon completion of construction so that at least one deli restaurant shall be located in the Project's ground floor commercial space.
11. **Landscaping.** Landscaping on the property shall be in substantial compliance with the landscape plan attached hereto as Exhibit C ("Landscape Plan"). Developer covenants and agrees that it shall, perpetually and at all times, care for and maintain all plants, trees and shrubs in a professional and diligent manner to insure substantial compliance with the Landscape Plan. Developer shall regularly monitor the health and appearance of the landscaping and, where necessary, shall replace dead or permanently damaged plants, trees or shrubs with like or similar plant material to insure substantial compliance with the Landscape Plan. Failure of Developer to comply with this section shall constitute a civil offence enforceable under the Code Enforcement provisions of the City Code. A separate agreement or covenant ("Covenant"), prepared by the City, shall be executed by Developer and held in escrow by the City Attorney for recording pending the Developer's closing on the purchase of the Property. Said covenant shall incorporate the provisions of this section and provide for severability. A condition precedent to this Agreement is the execution of the Covenant in a form acceptable to the City. The Covenant shall be treated as a covenant running with and binding the land upon which the Development is situated and it shall be recorded in the land records of Miami-Dade County and, at the option of the City and if allowed by law, the Covenant may be re-recorded when necessary or required to maintain, uninterrupted, the effectiveness of the covenant running with the land.
12. **Construction Permitting.** The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions. The parties agree that the Developer will be required to comply with the Florida Building Code or as otherwise provided by this Agreement. The Developer shall pay fees and costs imposed by the City and Miami-Dade County, if any.
13. **Taxation.** The Developer shall not apply for any exemption or discount that affects the taxable value of the property developed as affordable senior and disabled apartments pursuant to this Agreement. In any event, should the property assessor, or the taxing authority, apply any discount or exemption to the property, or should the Developer of the property become tax exempt, the Developer agree to pay the City, in lieu of taxes, the amount of money that would have otherwise been paid to the City out of ad valorem taxes assessed against the property developed as affordable senior and disabled apartments pursuant to this Agreement, had the property or the Developer not received an exemption or discount or had the Developer not become tax exempt. The Developer hereby

knowingly and voluntarily waive any legal right to claim a tax exemption or discount contrary to this section but reserve the right to appeal or challenge ad valorem taxes on other grounds not inconsistent with this section. The provisions of this section shall run with the land and become binding on all heirs, successors and assigns of the Developer. A separate agreement or covenant ("Covenant"), prepared by the City, shall be executed by Developer and held in escrow by the City Attorney for recording pending the Developer's closing on the purchase of the Property. Said covenant shall be signed by the owner of the property in question which shall incorporate the provisions of this section and provide for severability. A condition precedent to this Agreement is the execution of the Covenant in a form acceptable to the City. The Covenant shall be treated as a covenant running with and binding the land upon which the Development is situated and it shall be recorded in the land records of Miami-Dade County and, at the option of the City and if allowed by law, the Covenant may be re-recorded when necessary or required to maintain, uninterrupted, the effectiveness of the covenant running with the land.

14. **Preference for South Miami Residents.** To the extent allowed by law, preference shall be given to residents of the City of South Miami in leasing units within the Project.
15. **Eviction.** In the event of any tenant eviction, no personal property of tenants shall be placed outside of the Project or on any public property, but shall be contained within the garage until properly transferred or disposed.
16. **Due Diligence and Time of Essence.** The City and Developer acknowledge that time is of the essence in implementing this Agreement and processing related building permits, given the tax credit financed nature of the Developer's proposed project. Upon execution of this Agreement, the City and Developer shall immediately commence all reasonable actions necessary to fulfill their obligations hereunder and likewise agree to use their best efforts to expeditiously process construction permitting. The City further agrees that all necessary plan review inspections will be conducted by the City Building Department on a timely and efficient basis, except that the City agrees to cooperate with any qualified independent third party building inspectors retained by the Developer pursuant to state law (at Developer's expense) to conduct plan reviews and inspections as necessary to comply with the terms of this Agreement and to facilitate the valid issuance of building permits (or a building permit ready letter) for the Project, as soon as practicable.
17. **Effective Date.** This Agreement shall become effective upon delivery of a copy of this Agreement, signed by the City Manager, to the Developer ("Effective Date").
18. **Duration.** The term of this Agreement shall be for a period of 30 years from its Effective Date, unless this Agreement is terminated as provided

for herein or extended as may be provided for in Section 163.3229, Florida Statutes. Any amendments to the Agreement within the term shall comply with the statutory requirements of Section 163.3220-3243, Florida Statutes.

19. **Recording.** The City shall record a copy of this Agreement in the public records of Miami-Dade County as soon as practicable after its execution by the City Manager and the Developer (and in any event, within 14 days of adoption of an authorizing resolution by the Commission) and shall also submit a copy to the Florida Department of Economic Opportunity within 14 days of recordation. If this Agreement is amended, extended, terminated, revoked, or nullified, the Clerk shall have notice of such action recorded in the public records and such recorded notice shall be submitted to the Florida Department of Economic Opportunity. The executed covenant(s) required under sections 10 and 12 above, shall not be recorded by the City until the City Attorney receives written notice from Developer that it has closed on the purchase Property.
20. **Termination.** The Developer may terminate this Agreement upon written notice if building permits (or a building permit ready letter) for the project depicted in Exhibit B are not issued by July 1, 2014 or if for any reason beyond Developer's control it is unable to close on the purchase of the Property from its present legal owner. The Developer may also terminate this Agreement if Developer is unable to close on its tax credit equity funding ("Equity Closing") before July 1, 2014 or if the Developer provides written notice of its determination that Equity Closing cannot occur at or prior to that time. This Agreement may otherwise be terminated by mutual written consent of the parties for the initial adoption of a development agreement.
21. **Dismissal & General Release.** Upon execution of this Agreement, a voluntary dismissal without prejudice of the Federal Litigation and HUD Complaint shall be filed, and the parties shall also execute a General Release releasing one another from all claims prior to the date of the General Release. The General Release shall not take effect unless and until Equity Closing occurs. If Equity Closing fails to occur on or before July 1, 2014, the General Release shall have no force or effect and this Agreement shall terminate unless otherwise extended by written consent of the parties. If Equity Closing occurs, Developer shall, within 10 days of the closing, dismiss all pending litigation with prejudice. All claims and causes of action, pending and/or threatened, shall be released by way of the General Release and each party shall bear their own attorneys fees and costs.
22. **Release by Developer.** If the Developer achieves Equity Closing on or before July 1, 2014, Developer shall at the time of Equity Closing execute and deliver to the City a General Release of the City from all claims that Developer had or may have had prior to the date of the release, in the form attached hereto as Exhibit E.

23. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the City and the Developer, as well as their respective successors in interest and assigns. In the event of an Assignment of this Agreement, the Developer shall provide notice to the City as provided herein.
24. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida, and judicial venue for any actions between the parties arising from this Agreement shall be in Miami-Dade County, Florida.
25. **Enforcement.** In the event the Board or the Developer is required to seek enforcement of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all costs of such action, including reasonable attorney's fees.
26. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
27. **Construction.** This Agreement shall be construed as the joint and equal work product of the parties and shall not be construed more or less favorably on account of its preparation.
28. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof and is the only agreement reached concerning the Project. All preceding discussions pertaining to the development of the Property were had pursuant to law and subject to full consideration by the City Commission at duly noticed public hearings.
29. **Notices.** The parties designate the following persons as representatives to be contacted and to receive notices, if any, regarding this Agreement.

For the City:

City Manager
6130 Sunset Drive
South Miami, FL 33143

with a copy to:

City Attorney
6130 Sunset Drive
South Miami, FL 33143

For the Developer:

Metro South Senior Apartments
Limited Partnership
Mr. Donald Paxton
2206 Jo An Drive
Sarasota, FL 33231

with a copy to:

(via regular mail and email to)
Amy Brigham Boulris, Esquire
Gunster Yoakley & Stewart LLP
One Biscayne Tower
2 South Biscayne Boulevard
Suite 3400
Miami, Florida 33131
aboulris@gunster.com

[REMAINDER OF PAGE LEFT BLANK. SIGNATURE PAGE FOLLOWS]

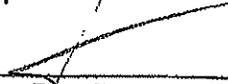
IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above written.

Signed, sealed and delivered in the presence of:


Print Name: Ksenia Leyvi


Print Name: Ken Bowen Jr.

Metro South Senior Apartments Limited Partnership, a Florida Limited Partnership by its General Partner, Beneficial Metro South Senior LLC.

By: 
Name: Don Paxton
Title: Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19 day of September 2013, by Don Paxton, as Member of Metro South Senior Apartments Limited Partnership, a Florida Limited Partnership by its General Partners, Beneficial Metro South Senior LLC., who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Seal



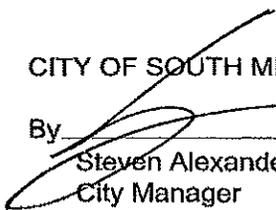
Margaret A. Moore
Notary Public, State of Florida
Print Name: Margaret A Moore
My Commission Expires: 5-25-13

*** NO FURTHER TEXT ON THIS PAGE***

Attested:

CITY OF SOUTH MIAMI

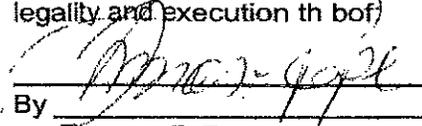
By:
Maria Menendez
City Clerk

By 
Steven Alexander
City Manager

Witness _____

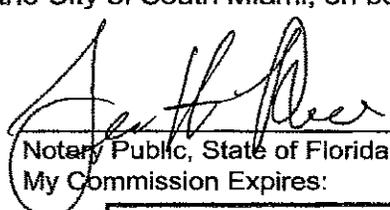
Approved as to form, language,
legality and execution th bof)

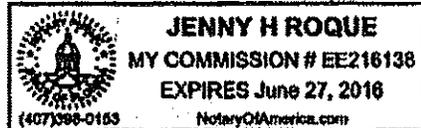
Witness _____

By 
Thomas F. Pepe
City Attorney

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 20 day of Sept, 2013,
by Steven Alexander, as City Manager of the City of South Miami, on behalf of City
Commission, who is personally known to me.


Notary Public, State of Florida
My Commission Expires:



Miami-Dade County
Loan Commitment

Name of Agency/Developer
Address of Developer
City, State / Zip Code

Re: Name of Project
Address of the Project
Type of Project (Ex., *Multi-Family New Construction*)

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 [MAYOR OR MAYOR'S DESIGNEE – CHOOSE AS APPLICABLE: [[[payment of hard construction costs]]] [[[acquisition of the Property]]] as a portion of the development costs to [[[construct]]] [[[rehabilitate]]] the affordable housing units on the Property. This Conditional Loan Commitment is made based upon the application submitted by Borrower in response to, for HOME funds, the Miami-Dade County Consolidated Request for Applications for FY 2013 Funding – Housing Application, Book Two or, for Surtax funds, the Miami-Dade County Consolidated Request for Applications for FY 2013 Funding – Documentary Stamp Surtax Funding, Book Three (the "RFA") and is subject to the following terms and conditions:

Borrower: [[[NAME OF AGENCY/DEVELOPER]]]

Project: [[[NAME OF THE PROJECT, # OF UNITS AND TYPE OF PROJECT]]]

Loan Amount: The loan amount of not-to-exceed \$ _____ is the amount approved by the BCC in Resolution No. R-____-____ 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 RFA, on page 19 for HOME funds or page 9 for Surtax funds, as modified prior to closing by the Mayor or Mayor's designee in accordance with the results of Underwriting.

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 RFA, on page 19 for HOME funds or page 9 for Surtax funds, 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 RFA, on page 19 for HOME funds or page 9 for Surtax funds, 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 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 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.
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. Meeting all requirements of the [[HOME]] [[Surtax]] program.

This Conditional Loan Commitment **will expire in six (6) months** if not extended by Miami-Dade County. An extension of this Conditional Loan Commitment 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 proposal 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

c: Russell Benford, Deputy Mayor
Gregg Fortner, Executive Director

Approved as to Form and Legal Sufficiency:

Assistant County Attorney

Agreed and Accepted:

NAME OF DEVELOPER

By: _____

Name: _____

Title: _____

Date: _____

Date: _____