OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

# MEMORANDUM

Agenda Item No. 14(A)(4)

**TO:** Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

**DATE:** October 20, 2015

**FROM:** Abigail Price-Williams
County Attorney

**SUBJECT:** Resolution authorizing the Southeast Overtown/Park West Community Redevelopment Agency to establish a Cash Collateralized Line of Credit in an amount not to exceed $75,000.00 with Florida Community Bank for the rehabilitation of Town Park Plaza North, to establish a depository account with Florida Community Bank to service line of credit and pay related fees not to exceed $10,000.00

Resolution No. R-953-15

The accompanying resolution was prepared by the Office of Management and Budget and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.

Abigail Price-Williams
County Attorney

APW/cp

# Memorandum

MIAMI-DADE COUNTY

**Date:** October 20, 2015

**To:** Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez
Mayor

**Subject:** Resolution Authorizing Southeast Overtown/Park West Community Redevelopment Agency to Establish a Letter of Credit in an Amount Not to Exceed $75,000.00 and to Establish a Depository Account to Pay Related Fees In An Amount Not To Exceed $10,000.00

---

**Recommendation**

It is recommended that the Board of County Commissioners (Board) authorize the Southeast Overtown/Park West Community Redevelopment Agency (Agency) to establish a Cash Collateralized Line of Credit with Florida Community Bank in an amount not to exceed $75,000.00 (Line of Credit). It is further recommended that the Board authorize the Agency to establish a depository account with Florida Community Bank to service the Line of Credit and pay related fees in an amount not to exceed $10,000.00. The Line of Credit will expire within 18 months of issuance.

The Line of Credit is required to secure grant funds in the amount of $150,000.00 for the rehabilitation of Town Park Plaza North. The interlocal agreement between the County and Agency requires that the Board must approve the issuance of the Line of Credit because it pledges Tax Increment Financing revenue (Increment).

**Scope of Agenda Item**

The Southeast Overtown/Park West Community Redevelopment Area (Area) lies within Districts 3 and 5, which are represented by Commissioner Audrey M. Edmonson and Commissioner Bruno A. Barreiro, respectively.

**Fiscal Impact / Funding Source**

The Agency's main revenue source is generated through the incremental growth of ad valorem revenues beyond an established base year, Increment, as defined in Section 163.387, Florida Statutes. This Line of Credit will not have any additional impact to the County beyond the County's annual payment of the Increment revenues to the Agency. The Agency's debt to include this Line of Credit will not be a debt, liability, obligation of the County, or a pledge of the County's credit.

**Track Record / Monitor**

This resolution does not provide for the County to contract with any specific entity. The resolution approves the Agency's establishment of a Line of Credit.

**Background**

Town Park Plaza North (Town Park) is a 20-building, 169-unit affordable housing complex. The condition of Town Park poses a significant risk to the health and safety of its occupants and extensive rehabilitation is needed as evidenced by structural cracks, unsecured railings, deteriorating plumbing, rotting wood, and outdated electrical wiring.

In response to these conditions, the Agency allocated funding in the amount of $15,033,333.00 to rehabilitate Town Park. In an effort to assist the Agency with leveraging its funding support for the rehabilitation, the Agency applied for, and was awarded grant funding from Federal Home Loan Bank of New York in the amount of $600,000.00. The agency also applied for, and was awarded grant funding from Federal Home Loan Bank of Atlanta (FHLB-Atlanta) in the amount of $150,000.00 for the rehabilitation of 15 owner-occupied units. The rehabilitation of Town Park began in March 2015 and is scheduled to be completed within three (3) years.

As a condition of the FHLB-Atlanta grant award, the Agency is required to establish a Line of Credit with Florida Community Bank, a local member of FHLB-Atlanta in an amount not to exceed $75,000.00. Additionally, the Agency will establish a depository account with Florida Community Bank to service the Line of Credit and pay related fees in an amount not to exceed $10,000.00.

Edward Marquez
Deputy Mayor

Attachments

Mayor07315

# MEMORANDUM

**(Revised)**

**TO:** Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

**DATE:** October 20, 2015

**FROM:** Abigail Price-Williams
County Attorney

**SUBJECT:** Agenda Item No. 14(A)(4)

**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. 14(A)(4)
10-20-15

RESOLUTION NO. R-953-15

RESOLUTION AUTHORIZING THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY TO ESTABLISH A CASH COLLATERALIZED LINE OF CREDIT IN AN AMOUNT NOT TO EXCEED $75,000.00 WITH FLORIDA COMMUNITY BANK FOR THE REHABILITATION OF TOWN PARK PLAZA NORTH, TO ESTABLISH A DEPOSITORY ACCOUNT WITH FLORIDA COMMUNITY BANK TO SERVICE LINE OF CREDIT AND PAY RELATED FEES NOT TO EXCEED $10,000.00

**WHEREAS,** pursuant to Part III, Chapter 163, Florida Statutes (the "Redevelopment Act"), Miami-Dade County, Florida (the "County") and the City of Miami, Florida (the "City") created the Southeast Overtown/Park West Community Redevelopment Agency (the "Agency") and a designated community redevelopment area was created within the municipal boundaries of the City of Miami ("Redevelopment Area"); and

**WHEREAS,** with respect to the Agency, the Miami-Dade County Board of Commissioners (the "Board") and the City Commission of the City (the "City Commission"), under the Redevelopment Act, have held all public hearings and under the Redevelopment Act, have (i) designated the Redevelopment Area as a slum or blighted area; (ii) adopted the community redevelopment plan (the "Redevelopment Plan") for the Redevelopment Area which was amended in 2009, and (iii) created a Redevelopment Area Trust Fund for the administration of the Agency and the Redevelopment Area; and

**WHEREAS,** the City and the County entered into an Interlocal Cooperation Agreement dated March 31, 1983, as amended, including, without limitation, by Amendments to Interlocal Cooperation Agreement dated November 15, 1990, as further amended by

Amendment to 1983 Interlocal Cooperation Agreement dated January 22, 2010 (collectively, the "Interlocal Agreement"), which provided that the City was authorized to incur debt subject to the prior approval of such debt and all related documents by this Board, to finance capital projects located within the Redevelopment Area and secured by tax increment revenues; and

**WHEREAS,** Town Park Plaza North ("Town Park"), which is located at 475 Northwest 19th Street, Miami, Florida (Folio No. 01-3136-083-0870), is a 20-building, 169-unit affordable housing complex within the Redevelopment Area whose condition poses significant risk to the health and safety of its occupants; and

**WHEREAS,** extensive rehabilitation of Town Park is needed, as evidenced by structural cracks, unsecured railings, deteriorating plumbing, rotting wood, and outdated electrical wiring; and

**WEREAS,** in an effort to support the rehabilitation of Town Park, the Agency has authorized the issuance of grants totaling $15,033,333.00; and

**WHEREAS,** to leverage its grant funds, the Agency has applied for, and was awarded grant funding in the amount of $150,000.00 ("Grant") from Federal Home Loan Bank of Atlanta ("FHLB-Atlanta") for rehabilitation of 15 owner-occupied units in Town Park; and

**WHEREAS,** the Grant requires the Agency to establish a Cash Collateralized Line of Credit in the amount of $75,000.00, with Florida Community Bank, a local member of FHLB-Atlanta; and

**WHEREAS,** the Grant also requires the Agency to establish a depository account with Florida Community Bank to service the Line of Credit and requires fees and payments in an amount not to exceed $10,000.00 to be deposited into the account; and

**WHEREAS,** on February 23, 2015, the Agency adopted Resolution No. CRA-R-15-0004, a copy of which is attached hereto as Exhibit A, and incorporated by reference, to authorize the Agency's executive director to execute the loan proposal and to transfer funds to Florida Community Bank in the amount of $85,000.00; and

**WHEREAS,** on May 29, 2014, the Agency, FHLB-Atlanta and Florida Community Bank executed the Affordable Housing Program Agreement (Owner-Occupied Project), a copy of which is attached hereto as Exhibit B, and incorporated herein by reference; and

**WHEREAS,** on July 23, 2015, the City adopted Resolution No. R-15-0332, a copy of which is attached hereto as Exhibit C, and incorporated by reference, to approve the Agency's request to establish a Cash Collateralized Line of Credit; and

**WHEREAS,** it is necessary, desirable and in the best interests of the citizens of the County and in particular, the Redevelopment Area, that this Board authorizes the Agency to enter into an Agreement for a Cash Collateralized Letter of Credit in the form of the related Bond Resolution (as defined herein) pursuant to the Interlocal Agreement and the provisions of Part III of Chapter 163, Florida Statutes; Chapter 125, Florida Statutes and other applicable provisions of law,

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

**Section 1.** The foregoing recitals are incorporated in this resolution and are approved.

**Section 2.** Pursuant to Section 163.358(3), Florida Statutes, and the Interlocal Agreement, this Board authorizes the Agency to establish a Cash Collateralized Line of Credit with Florida Community Bank in the amount of $75,000.00 for the rehabilitation of Town Park Plaza North.

**Section 3**. The Board further authorizes the Agency to establish a depository account with Florida Community Bank to service the Line of Credit and pay related fees in an amount not to exceed $10,000.00.

**Section 4.** The Line of Credit shall not be, and shall not be deemed to constitute, a debt, liability, or obligations of the County, the State, or any other political subdivision of each (other than the Agency), nor a pledge of the faith and credit of the County, the State, or any other political subdivision but shall be payable solely from the legally available tax increment revenues of the Agency as specifically pledged for the Line of Credit. Neither the County, the State, nor any other political subdivision of each (other than the Agency) shall be obligated to pay the Line of Credit or any interest or premium thereon and neither the faith and credit nor the taxing power of the County, the State or other political subdivision of each, is pledged to the payment of the principal of, interest on or premium on any of the Line of Credit. The issuance of the Line of Credit shall not directly, indirectly, or contingently obligate the County, the State, or any other subdivision of each to levy or pledge any form of taxation whatsoever for the payment of the Line of Credit.

**Section 5.** If any one or more provisions of this resolution should be contrary to law or invalid or ineffective for any reason, such provision shall be deemed severable from, and shall not affect the validity of, the remaining provisions of this resolution.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, 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:

| | | | |
|---|---|---|---|
| Jean Monestime, Chairman | **aye** | | |
| Esteban L. Bovo, Jr., Vice Chairman | **aye** | | |
| Bruno A. Barreiro | **absent** | Daniella Levine Cava | **aye** |
| Jose "Pepe" Diaz | **aye** | Audrey M. Edmonson | **aye** |
| Sally A. Heyman | **aye** | Barbara J. Jordan | **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 20th day of October, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

**EXHIBIT A**

# City of Miami

## Legislation

### CRA Resolution: CRA-R-15-0004

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 15-00132 Final Action Date: 2/23/2015

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("CRA"), WITH ATTACHMENT(S), AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A LOAN PROPOSAL, IN SUBSTANTIALLY THE ATTACHED FORM, FOR BRIDGE FINANCING, FROM FLORIDA COMMUNITY BANK FOR USE IN CONNECTION WITH THE REHABILITATION OF TOWN PARK PLAZA NORTH, 475 N.W. 19TH STREET, MIAMI, FLORIDA (FOLIO NO. 01-3136-083-0870); AUTHORIZING A TRANSFER OF FUNDS IN AN AMOUNT TO NOT EXCEED $85,000 TO FLORIDA COMMUNITY BANK; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL OTHER DOCUMENTS NECESSARY FOR SAID PURPOSE; FUNDS TO BE ALLOCATED FROM SEOPW TAX INCREMENT FUND, ENTITLED "GRANTS AND OTHER AIDS," ACCOUNT CODE NO. 10050.92101.883000.0000.00000.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Redevelopment Plan ("Plan"); and

WHEREAS, Section 163.400(1)(d), Florida Statutes, allows a community redevelopment agency "to borrow money and apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from ... any source;" and

WHEREAS, Section 2, Goal 3, at page 11, of the Plan lists the "creati[on of] infill housing, diversity in housing types, and retaining affordable housing," as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 2, at page 14, of the Plan provided that "[t]he neighborhood ... retain access to affordable housing ...;" and

WHEREAS, Town Park Plaza North, 475 N.W. 19th Street, Miami, Florida (Folio No. 01-3136-083-0870) is a 20-building, 169-unit affordable housing complex within the Redevelopment Area; and

WHEREAS, the condition of Town Park Plaza North poses significant risk to the health and safety of its occupants, and in turn, extensive rehabilitation is needed, as evidenced by structural cracks, unsecured railings, deteriorating plumbing, rotting wood, and outdated electrical wiring; and

WHEREAS, on October 24, 2013 and September 19, 2014, the Board of Commissioners, by Resolution Nos. CRA-R-13-0068 and CRA-R-14-0062, authorized the issuance of grants totaling $15,033,333 for the rehabilitation of Town Park Plaza North; and

WHEREAS, in an effort to assist the CRA with leveraging its funding support of the Town Park Plaza North rehabilitation project, the CRA applied for and was awarded a grant in the amount of

$600,000 from Federal Home Loan of New York; and

WHEREAS, the CRA also applied for grant funding from Federal Home Loan of Atlanta ("FHLB-Atlanta"), and was awarded a grant in the amount of $150,000, for the rehabilitation of 15 owner-occupied units in Town Park Plaza North; and

WHEREAS, a provision of the FHLB-Atlanta award requires the CRA to establish a Cash Collateralized Line of Credit in the amount of $75,000, with Florida Community Bank, a local member of FHLB-Atlanta; and

WHEREAS, the FHLB-Atlanta award further requires the CRA to establish a depository account with Florida Community Bank to service the Line of Credit and requires fees and payments, in an amount not to exceed $10,000, to be deposited into the account; and

WHEREAS, the Board of Commissioners wishes to authorize the Executive Director to execute a loan proposal, in substantially the attached form, for bridge financing Florida Community Bank for use in connection with the rehabilitation of Town Park Plaza North, 475 N.W. 19th Street, Miami, Florida (Folio No. 01-3136-083-0870) and further authorizes the CRA to establish a depository account with Florida Community Bank for the sole purpose of servicing the Cash Collateralized Line of Credit; and

WHEREAS, the Board of Commissioners find that authorization of this Resolution would further the aforementioned redevelopment goal and principle;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Board of Commissioners hereby authorizes the Executive Director to execute a loan proposal, in substantially the attached form, for bridge financing from Florida Community Bank for use in connection with the rehabilitation of Town Park Plaza North, 475 N.W. 19th Street, Miami, Florida (Folio No. 01-3136-083-0870) and further authorizes the CRA to establish a depository account with Florida Community Bank for the sole purpose of servicing the Cash Collateralized Line of Credit.

Section 3. The Board of Commissioners hereby authorizes a transfer of funds in an amount not to exceed $85,000 to Florida Community Bank.

Section 4. The Executive Director is authorized to execute all other documents necessary for said purpose.

Section 5. Funds to be allocated from SEOPW Tax Increment Fund, entitled "Grants and Other Aids," Account Code No. 10050.92101.883000.0000.00000.

Section 6. This Resolution shall become effective immediately upon its adoption.



11

**EXHIBIT B**

FCB
FLORIDA COMMUNITY BANK

*FLORIDA BASED, FLORIDA FOCUSED.*

Southeast Overtown-Park West Community Redevelopment Agency
Clarence E. Woods
1490 NW 3rd Avenue, Suite #105
Miami, FL 33136

07/13/2015

RE: Florida Community Bank Commercial Loan Proposal provide bridge financing for the rehabilitation and renovation of 169 condominium units in the Town Park Plaza North complex in the neighborhood of Overtown

Dear Southeast Overtown-Park West Community Redevelopment Agency:

Thank you for allowing Florida Community Bank the opportunity to review your loan request. We are pleased to advise you that Florida Community Bank has approved the following credit facility (the "Loan") subject to the following terms and general conditions:

| | |
|---|---|
| BORROWER: | Southeast Overtown-Park West Community Redevelopment Agency, a Florida Corporation |
| LOAN AMOUNT: | $75,000.00 Small Business Line of Credit |
| PERSONAL GUARANTOR(S): | The Loan shall be unconditionally, joint and severally guaranteed by: N/A |
| INTEREST RATE: AND TERMS OF REPAYMENT: | WSJ Prime Rate + 1.50%, ADOC, with monthly interest only payments with principal due at maturity. Interest will be calculated based on a 360 day year for the actual number of days elapsed. |
| COLLATERAL: | The Loan will be secured by a FCB Certificate of Deposit i/a/o $75,000 i/n/o Southeast Overtown-Park West Community Redevelopment Agency |
| LOAN FEES: | 1% of the Loan amount, ½ of this amount due at time of acceptance of the terms and conditions of the Loan Proposal, balance due at closing. |
| DEPOSITORY RELATIONSHIP: | Borrower will be required to maintain its primary depository accounts with the Bank. Monthly Loan payments will be automatically debited from Borrower's deposit account. |
| MATURITY: | 18 months from the date of the Promissory Note. |
| PREPAYMENT FEE: | N/A |
| ENVIRONMENTAL: | N/A |
| ESCROWS: | N/A |

| | |
|---|---|
| DOCUMENTS: | Borrower will execute and deliver to Bank all documents and items that are customarily provided in transactions of this type, and all other documents or items reasonably deemed necessary by the Bank. Each document and item required to be submitted to the bank pursuant to this Proposal shall be satisfactory in form and substance to the Bank. |
| PRE-CLOSING CONDITIONS: | All organizational documents needed (Articles of Incorporation, Articles of Organization, Operating Agreement or Partnership Agreements) before submitting to the closing department.<br>Hold to be placed on CD for the length of the loan..<br>Approval subject to AHP/FHLB grant approval.<br>Any other documents lender or their counsel may require. |
| LOAN COVENANTS: | Borrower and Guarantors must submit tax returns and personal financial statements annually. In addition, they must maintain a minimum DSC ratio of 1.25 to 1.00, measured annually. |
| LOAN APPLICATION: | This Proposal is based upon the accuracy of your representations and statements, any loan application, and all additional information, representations, exhibits and other matters submitted to Bank for its consideration. The Bank shall have the option to declare this Proposal to be breached if (i) there is any material misrepresentation or misstatement or any material error in anything submitted to Bank, (ii) there is a material adverse change in the state of facts submitted to the Bank; (iii) Borrower or any Loan guarantor has become insolvent, bankrupt, incapacitated, or is deceased. |
| WAIVER OF TRIAL BY JURY: | BORROWER, GUARANTOR(S) AND LENDER HEREBY MUTUALLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER BORROWER OR LENDER AGAINST THE OTHER AND BASED UPON, ARISING OUT OF, OR CONNECTED WITH THIS LETTER OR ANY DOCUMENT EXECUTED IN CONNECTION WITH THE LOAN. FURTHERMORE, EACH OF THE LOAN DOCUMENTS SHALL CONTAIN WAIVER OF JURY TRIAL PROVISIONS SATISFACTORY TO LENDER AND LENDER'S COUNSEL. |
| PROPOSAL SURVIVES CLOSING: | All covenants, agreements, representations and warranties made herein and terms and provisions hereof shall survive the funding by Lender of the Loan herein described, and shall continue in full force and effect so long as any portion of the Loan remains unpaid. In the event of any conflict between this letter and the loan documents, the loan documents will control and prevail the terms of this Proposal Letter and all Loan Documents shall be governed by Florida Law. |

The terms of this Proposal provide a basis for the terms of the Loan Documents to be executed in connection with the Loan, but do not constitute an all-inclusive or exhaustive expression of the terms and conditions of such documents. Lender will be entitled to include such additional terms and conditions in the Loan Documents as Lender may deem appropriate under the circumstances. If environmental, appraisal or title work are not satisfactory or acceptable to the Lender or Lender's underwriting requirements, the proposal fee will be refunded less any

expenses incurred by the Lender. All of the terms and conditions stated herein are subject to change, in our sole discretion, after receipt and review by us of all of the information, documentation and final credit approval.

Please indicate your acceptance of this Proposal and the terms and conditions contained herein by executing below, and returning one executed copy of the Proposal Letter and exhibits along with a check in the amount of $375 representing one-half of the loan commitment. The funds are considered fully earned and are non-refundable, should the loan not close, but fully applicable toward closing costs. All standard and reasonable costs related to this Loan transaction will be the responsibility of the Borrower. Borrower acknowledges and agrees that the Bank will not incur any expense in connection with the negotiation or consummation of this proposal or the Loan.

This proposal shall expire unless it has been accepted in writing and the acceptance received on or before September 30th, 2015. The financing provided herein must close on or before sixty (60) days of signing the Proposal Letter.

We would like to express our appreciation for the opportunity you have given us to be of service, and look forward to an ongoing mutually satisfactory relationship.

Sincerely,

BY: _____
Scott Evans, Relationship Manager
Florida Community Bank, N.A.

ACCEPTED THIS ___DAY OF _____, 2015.

BORROWER:
Southeast Overtown-Park West Community Redevelopment Agency, a Florida Corporation

BY: _____
Clarence E. Woods, President

FHLBank ATLANTA
A FEDERAL HOME LOAN BANK

# AFFORDABLE HOUSING PROGRAM AGREEMENT (OWNER-OCCUPIED PROJECT)

This **AFFORDABLE HOUSING PROGRAM AGREEMENT (OWNER-OCCUPIED PROJECT)** (this "*Agreement*"), dated as of **May 29, 2014**, is entered into among the **Federal Home Loan Bank of Atlanta** (the "*Bank*"), **Florida Community Bank, National Association** (the "*Member*"), and **Southeast Overtown Park West CRA** (the "*Project Sponsor*").

WHEREAS, pursuant to Section 10(j) of the Federal Home Loan Bank Act, the regulations promulgated by the Federal Housing Finance Agency (or any successor regulator) (the "*Finance Agency*"), and the policies and procedures established by the Finance Agency in connection therewith (collectively, as the same may be modified from time to time, the "*AHP Regulations*"), the Bank has established an Affordable Housing Program (the "*Bank's AHP*");

WHEREAS, the Bank has also established an Affordable Housing Program Implementation Plan (as the same may be modified from time to time, the "*Implementation Plan*"), and AHP policies, procedures, guidelines, and instructions covering, among other things, feasibility, funding, monitoring and modifying affordable housing projects participating in the Bank's AHP (together with the Implementation Plan, collectively, as the same may be modified from time to time, the "*Bank's AHP Policies and Procedures*"; and together with the AHP Regulations, collectively, "*AHP Requirements*");

WHEREAS, in connection with the project described in Section 1.0 below (the "*Project*"), the Member has submitted to the Bank an application under the Bank's AHP (as such application is approved in writing by the Bank, including modifications, if any, to the application approved in writing by the Bank, the "*Application*"), pursuant to which the Member has requested that the Bank provide a subsidy under the Bank's AHP (the "*Subsidy*"), which pursuant to the AHP Regulations may be in the form of a direct subsidy and/or a subsidized advance; and

WHEREAS, the other parties to this Agreement acknowledge, understand and agree that the Bank shall have no obligation or commitment to grant the subsidy prior to the actual disbursement thereof, and that any such disbursement is subject to the terms and conditions set forth in AHP Requirements, in the Application, and in this Agreement.

NOW, THEREFORE, in consideration of the premises, and for $10.00 and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank, the Member, and the Project Sponsor hereby agree as follows:

**1.0** **Application.** The Member and the Project Sponsor shall be bound by the terms and conditions governing the approval and funding of the Application, including any and all representations made in said Application and related AHP Application Certification. The Project, as identified in the Application, is:

| | |
|---|---|
| Project Name: | Town Park North Owner-Occupied Rehab II |
| Project Number: | 14A04021 |
| Project State: | FL |
| Amount of Direct Subsidy: | $150,000 |

**2.0** **AHP Subsidy.**

**2.01** **Necessity of Subsidy; Feasibility.** The use of the subsidy, as set forth in the Application, is as follows: **AHP funds will be used for rehabilitation of 15 multifamily owner-occupied units in Miami**. Before funding, the Bank shall determine whether the Project is operationally feasible, in accordance with the Bank's project feasibility guidelines, based on factors including but not limited to, applicable financial ratios, geographic location, market analysis, needs of the tenants, and other non-financial Project characteristics, as well as the Bank's consideration of the financial condition, operations, properties or prospects of Project Owner or Project Sponsor that affect the Project's operational feasibility. The rate of interest, points, fees, and any other charges for all loans financing the Project must not exceed a market rate of interest, points, fees and other charges for loans of similar maturity, terms and risk. In order to ensure that the approved level of subsidy from the Bank is still warranted at the actual funding date through the initial monitoring period, in conformity with AHP Requirements, the Bank will reevaluate the subsidy level and will only fund that portion of the subsidy deemed necessary by the Bank.

**2.02** **Use of Subsidy; Timing.** The Member shall pass on the full amount of the subsidy to the Project for which the subsidy was approved. Each of the Member and the Project Sponsor agrees to use the subsidy in accordance with the terms of the Application, all AHP Requirements and all applicable Laws, as hereinafter defined. The Member and Project Sponsor agree to draw down and use the subsidy and complete the Project within the timeframe(s) set forth in the Implementation Plan. If the subsidy is not drawn down and used by the Project within the timeframe(s) set forth in the Implementation Plan, the Bank may cancel its approval of the Application for such subsidy and make such undisbursed portion of the subsidy available for other AHP-eligible projects.

**2.03** **Direct Subsidy; Pledge by Project Sponsor.**

**(a)** If the Member lends a direct subsidy to the Project, any repayments of principal and payments of interest, if any, received by the Member must be paid promptly to the Bank.

**(b)** If the Project Sponsor lends a direct subsidy to the Project, any repayments of principal and payments of interest, if any, received by the Project Sponsor must be paid promptly to the Member, and the Member shall promptly recover and repay such amounts to the Bank.

**2.04** **Additional Subsidized Advance Provisions.** The following additional provisions shall apply with respect to subsidized advances:

(a) The Member agrees that (i) the term of a subsidized advance may not be longer than the term of the Member's loan(s) to the Project funded by the advance, and (ii) at least once in every 12-month period from the date the advance is funded, the Member will be scheduled to make a principal repayment to the Bank equal to the amount scheduled to be repaid to the Member on its loan(s) to the Project in that period.

(b) The Bank shall charge the Member a prepayment fee to the extent the Bank suffers an economic loss from the prepayment of a subsidized advance.

(c) If all or a portion of the loan or loans financed by a subsidized advance are prepaid by the Project to the Member, the Member may, at its option, either: **(1)** Repay to the Bank that portion of the advance used to make the loan or loans to the Project, and be subject to a fee imposed by the Bank sufficient to compensate the Bank for any economic loss the Bank experiences in reinvesting the repaid amount at a rate of return below the cost of funds originally used by the Bank to calculate the interest rate subsidy incorporated in the advance; or **(2)** Continue to maintain the advance outstanding, subject to the Bank resetting the interest rate for the remaining term of the advance on that portion of the advance used to make the loan or loans to the Project to a rate equal to the cost of funds originally used by the Bank to calculate the interest rate subsidy incorporated in the advance

**2.05** **Documentation Required for Disbursement; Cooperation.** Prior to the disbursement of the subsidy requested by the Member and Project Sponsor, the Member or Project Sponsor, as applicable, shall deliver or cause to be delivered to the Bank, in form and substance satisfactory to the Bank, the documents and other required items specified in the Application, Exhibit A attached hereto, and the Bank's Implementation Plan, together with such other documents and information relating to any party to the Project, the collateral, the Project or the transactions contemplated by the Application as the Bank may reasonably request. Provided, however, documentation of proper zoning and land use designation, as more particularly specified on Exhibit A, must be provided no later than six (6) months from the Bank's board of directors' approval of the Project to receive AHP subsidy (except for and not applicable to single-family Foreclosure Recovery projects receiving second district priority points and ownership post-development projects). The Member and Project Sponsor shall fully cooperate with the Bank in each takedown, modification, or extension request and agree to provide the Bank with any Project documentation requested by the Bank within sixty (60) days. The Member and Project Sponsor acknowledge that failure to provide such requested information within such sixty day period may cause such request to be denied, in the sole discretion of the Bank.

**2.06** **Disbursement Account.** A demand deposit account (DDA) has been opened at the Bank in the name of the Member. Upon the Bank's approval of the disbursement of the subsidy, the proceeds shall be deposited into such DDA, and the Member shall be responsible for the disbursement of funds to the Project Sponsor within thirty (30) days of deposit in such DDA.

**2.07** **Credit Review of Member.** Member and Project Sponsor acknowledge and agree that disbursement of AHP subsidy is subject to Member credit review and that any disbursement may be denied pursuant to the Credit and Collateral Policy of the Bank, as set forth in the Bank's

Affordable Housing Program Implementation Plan and the Member Products and Services Guide, in effect at the time of such request for disbursement.

3.0 **Covenants of the Member and Project Sponsor.** Unless the Bank otherwise consents:

3.01 **Compliance with AHP Requirements and Applicable Laws.** The Member and the Project Sponsor agree to be bound by all AHP Requirements, as the same may be in effect from time to time, and agree to comply in all material respects with all other applicable federal, state and local laws, rules, regulations, ordinances and codes ("***Laws***") relating to the Project, and Project Sponsor agrees to obtain and maintain all authorizations required in connection with the Project. In the event there is a conflict between the Implementation Plan and this AHP Agreement, the terms of the Implementation Plan in effect at the time of the conflict will control.

3.02 **Project Modifications.** The Member and Project Sponsor shall not permit any modification to the Project to be implemented without the prior approval of the Bank, provided that this section shall not prevent routine changes in construction which would not cause the Project to fail to be in substantial conformity with the approved Application and which are not otherwise material in the aggregate, as more specifically set forth in Section 3.05 below. Modification requests must be submitted within ten (10) business days of the change to the Application or Project.

3.03 **Liens and Taxes.** The Project Sponsor shall (a) pay, prior to delinquency, all taxes which are or may become a lien affecting any of the Project, (b) keep the Project free and clear of all liens and similar rights of third parties, subject only to permitted exceptions set forth in the owner's title insurance policy for the Project or as customary during construction, and (c) promptly pay or cause to be paid, and obtain valid and enforceable lien releases or waivers from, all lien claimants, except that the Project Sponsor shall not be required to pay any such taxes, lien claims or other obligations which are being actively contested in good faith by appropriate proceedings. Notwithstanding the preceding sentence, only sections (b) and (c) shall apply to owner-occupied rehabilitation post-development projects.

3.04 **Books, Records and Inspections.** The Project Sponsor shall at all times maintain (a) full and complete books of account and other records with respect to the Project and its business and operations, (b) complete copies of the Project agreements and all authorizations issued in connection with the Project, and (c) a complete file of all invoices, receipts and lien releases and waivers obtained by the Project Sponsor with respect to amounts paid for Project costs. The Member shall at all times maintain full and complete records of all pre-takedown documentation and authorizations, disbursement documentation, and monitoring compliance documentation in connection with the Project. The Member and Project Sponsor shall permit the Bank and its agents, upon request from time to time, to inspect and copy any of such books, records and other documents and to enter and inspect the Project and all work and materials furnished in connection with the Project.

3.05 **Information and Reporting Requirements.** The Member and Project Sponsor shall cause to be delivered to the Bank, in form and detail satisfactory to the Bank, all information necessary for the Bank to determine compliance with the AHP Requirements, including but not limited to:

(a) promptly after discovery by the Member or Project Sponsor as applicable, notice of (i) any fact or circumstance that may or will cause the Project costs to differ materially from the amounts set forth in the budget submitted with the Application (the "***Development Budget***"), (ii) any failure of the Project to be in substantial conformity with the Application and in compliance in all material respects with all applicable Laws, (iii) any event which has or may reasonably have a material adverse impact on the Project or the ultimate development and use of the Project for its intended purpose, and (iv) the occurrence of any Event of Default or event which, with the giving of notice and/or the passage of time, could become an Event of Default;

(b) upon request by the Bank from time to time or in connection with a monitoring compliance review, annual Financial Statements or Tax Returns for Project Sponsor, and copies of any audited Financial Statements prepared for Project Sponsor, if any; and

(c) such other Documents or information relating to the Project, any material party associated with the Project, or the transactions contemplated by the Application, as the Bank may reasonably request from time to time.

The Bank is authorized at any time and from time to time to directly contact the general contractor, if any, or any subcontractor or other lien claimant or potential lien claimant to verify any information provided by the Member and Project Sponsor or for any other purpose.

**3.06** **Indemnification by the Project Sponsor.** The Project Sponsor shall indemnify, defend and save and hold harmless the Bank and its subsidiaries and affiliates, and the respective directors, officers, agents, attorneys and employees of each (collectively the "Indemnitees") from and against, and shall pay on demand, any and all losses, liabilities, damages, costs, expenses and charges (including the reasonable fees, charges and disbursements of internal and external legal counsel) suffered or incurred by any Indemnitee as a result of (a) any failure of the Project Sponsor to perform any of its obligations under the Application, this Agreement or the AHP Requirements, (b) any failure of any representation or warranty by the Project Sponsor to be correct in all material respects when made, (c) injury or death to persons or damage to property or other loss occurring on or in connection with the Project, whether caused by the negligence or any other act or omission of the Project Sponsor or any lien claimant or any other person or by negligent, faulty, inadequate or defective design, building, construction or maintenance or any other condition or otherwise, (d) any claim of any surety in connection with any bond relating to construction of any improvements or offsite improvements, and (e) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee which relates to or arises out of the Application, this Agreement or the AHP Requirements, the Project, or any transaction contemplated by, or the relationship between the Member and Project Sponsor and the Bank or any action or inaction by the Bank under, the Application, this Agreement or the AHP Requirements, provided that no Indemnitee shall be entitled to indemnification under this section for matters caused solely by such Indemnitee's gross negligence or willful misconduct. Any obligation of the Project Sponsor under this section shall survive the making and repayment of the subsidy and the expiration or termination of this Agreement.

**3.07** **Information Sharing.** The Member and the Project Sponsor agree that the Bank is authorized to verify with other parties and to make any investigation of the matters set forth in the Application and this Agreement, either directly or through any agency or third party employed by the Bank for that purpose. The Bank may disclose to any other interested parties information as to

the Bank's experiences or transactions with the Member or Project Sponsor or with respect to the Project or other matters set forth in the Application or this Agreement. Member and Project Sponsor understand that the Bank will retain the Application, this Agreement, and any other supporting information received, even if no subsidy is awarded. Member and Project Sponsor further authorize the Bank to provide any such interested party any information and documentation they may request with respect to Member or Project Sponsor, the Project, the Application, or this Agreement. These representations and authorizations extend not only to the Bank, but also to any investor in the Project with whom the Bank may share information, and the Finance Agency.

**3.08** **Retention Mechanism Requirements.** The "Retention Mechanism Requirements" attached to this Agreement as Exhibit B are hereby incorporated into and made a part of this Agreement. The Member and Project Sponsor hereby agree to each of its obligations set forth in said exhibit.

**3.09** **Advances and Security Agreement.** The Member acknowledges and agrees that (a) this Agreement and all related documents constitute "Borrowing Documents" under the Advances and Security Agreement between the Member and the Bank (as the same may be amended, restated, supplemented or modified from time to time, the "*Advances Agreement*"), (b) the obligations of the Member under this Agreement and all related documents constitute "Liabilities" under the Advances Agreement, (c) all such obligations are secured by the collateral granted from time to time pursuant to the Advances Agreement, (d) any failure by the Member to comply with any of its obligations under this Agreement or any related document shall constitute an "Event of Default" under the Advances Agreement, and (e) Member agrees that any liability, loss, cost or expense suffered or incurred by the Bank as a result of a Member Event of Default shall be deemed to be a Loss, as such term is defined in Section 6.12 of the Advances Agreement, for which Member agrees to indemnify, defend (with counsel acceptable to the Bank), and hold harmless the Bank and its Indemnitees, as defined in Section 3.06 above.

**4.0** **Representations and Warranties of the Member and Project Sponsor.** The Member and Project Sponsor, as applicable, represent and warrant to the Bank that:

**4.01** **Formation and Qualification.** Each of Member and Project Sponsor which is a corporation is duly incorporated and qualified, validly existing and in good standing under the Laws of the jurisdiction of its incorporation; each of Member and Project Sponsor which is a partnership, trust or other entity is duly formed and validly existing under the Laws of the jurisdiction of its formation and, in the case of a limited partnership formed under the applicable Laws; and each of Member and Project Sponsor has all requisite power and authority to conduct its business.

**4.02** **Project Title.** (a) Prior to the first disbursement of the subsidy and during the time that the Project Sponsor owns the real property associated with the Project, the Project Sponsor has and will continue to have thereafter good and marketable title to the Project, with all access rights necessary to develop and operate the Project, free and clear of all liens and similar rights of third parties, subject only to permitted exceptions as set forth in the owner's title insurance policy for the Project. Upon recordation of the Retention Mechanism executed by the Project Sponsor in favor of the Member, the Retention Mechanism will create a valid and indefeasible perfected lien in the Project securing the payment and performance of all obligations under this Agreement and the AHP Requirements. (b) Subsequent to any sale of all or a portion of the real estate associated with the Project, or with respect to projects that are owner-occupied rehabilitation or post-development

work, the Project Sponsor has confirmed that, at the time of disbursement of AHP funds to each AHP-assisted unit owner, each AHP-assisted unit owner has good and marketable title to the AHP-assisted unit, free and clear of all liens and similar rights of third parties, subject only to permitted exceptions as set forth in the owner's title insurance policy (if any). Upon recordation of the Retention Mechanism executed by the AHP-assisted unit owner in favor of the Member, the Retention Mechanism will create a valid and indefeasible perfected lien in the AHP-assisted unit securing the payment and performance of all obligations under this Agreement and the AHP Requirements.

**4.03** **Project Information.** (a) To the best knowledge of the Project Sponsor, the Project complies in all material respects with all applicable Laws relating to the division and development of the real property, and the Project Sponsor is, and the construction of any improvements in accordance with the terms of this Agreement will be, in compliance in all material respects with all applicable Laws relating to the Project. (b) The development and use of the Project for its intended purpose does not contravene any applicable Laws, and are not subject to any other legal, contractual or practical impediments which are material in the aggregate. (c) The Development Budget delivered to the Bank is based on information deemed reliable by the Project Sponsor and represent the Project Sponsor's best estimate of all Project costs that will be required in connection with the Project, and such Development Budget is materially equivalent to any budget provided to other potential funding sources for the Project. (d) Except as otherwise disclosed in writing to the Bank, all material contracts relating to the Project are in full force and effect and free from any material breach or default by any party.

**4.04** **Financial Information.** (a) Any financial statements of Project Sponsor which have been furnished to the Bank pursuant to Section 3.05(c) above fairly present such party's financial condition as of the dates of such financial statements and the results of operations for the periods covered by such financial statements in accordance with generally accepted accounting principles consistently applied (or such other method of preparation approved by the Bank), and since the respective dates of such financial statements, there has been no material adverse change in the financial condition, operations, properties or prospects of the Project Sponsor. (b) Project Sponsor has filed all tax returns required to be filed by it, and has paid all taxes due pursuant to such returns or in respect of any of its properties (except for any such taxes which are being actively contested in good faith by appropriate proceedings).

**4.05** **Litigation and Other Matters.** Except as otherwise disclosed in writing to the Bank: (a) no actions or other proceedings affecting or relating to the Project are pending or, to the best knowledge of each of Member and Project Sponsor, threatened, or (b) no actions or other proceedings are pending or, to the best knowledge of each Member and Project Sponsor, threatened against or affecting any Project Sponsor or any property of Project Sponsor which, if determined adversely to Project Sponsor, could materially impair the financial condition, operations, properties or prospects of Project Sponsor or the ability of Project Sponsor to perform its obligations under the Application, this Agreement or the AHP Requirements.

**4.06** **Documents and Other Information.** All documents and other information delivered to the Bank pursuant to the Application, this Agreement or the AHP Requirements are and will be complete and correct in all material respects at the time of delivery to the Bank. Member and Project Sponsor hereby agree to inform the Bank of any material change to any such documentation or other information.

**4.07** **Internal Controls.** Each of the Member and Project Sponsor shall establish and maintain adequate and efficient internal controls, policies and procedures, to assure an effective system for the prevention, detection and reporting of fraud or abuse in connection with the AHP subsidy., including but not limited to the appropriate countersignatures and notarization of documents.

**5.0** **Events of Default and Remedies of the Bank.**

**5.01** **Events of Default.** The occurrence of any one or more of the following events shall constitute an Event of Default:

(a) the Member shall fail to pay all or any portion of the principal or installment of interest on a subsidized advance when due; or

(b) the Member or Project Sponsor shall fail to pay any other amount payable by the Member or Project Sponsor to the Bank under the Application, this Agreement, or the AHP Requirements within 30 days after the date when due; or

(c) any of Member or Project Sponsor shall fail to perform or observe any other term, covenant or agreement contained in any of the Application, this Agreement, or the AHP Requirements on its part to be performed or observed and either (i) such failure shall continue for more than 30 days after notice of such failure is given by the Bank to Member and Project Sponsor, unless such failure is not reasonably capable of being cured within such 30 day period, and Member or Project Sponsor, as applicable, commences action to cure such failure within such 30 day period and diligently and continuously prosecutes such action to completion and causes such failure to be cured within 90 days after such notice; or (ii) such failure is not reasonably capable of being cured within 90 days after notice of such failure is given by the Bank to Member and Project Sponsor; or

(d) any Representation or Warranty set forth in Section 4.0 above proves to have been untrue, or incorrect in any material respect when made or any time thereafter during the term of the Retention Period; or

(e) Member or Project Sponsor fails to provide information requested by the Bank in connection with monitoring review for greater than 60 days; or

(f) all or a substantial or material portion of the Project is damaged or destroyed and the Bank has reasonably determined that the security of the Retention Mechanism has been impaired or that the repair, restoration or replacement of the Project is not economically practicable or is not likely to be completed prior to the end of the Retention Period; or all or a substantial or material portion of the Project is condemned, seized or appropriated by any governmental agency or subject to any action or other proceeding instituted by any governmental agency for any such purpose; notwithstanding the preceding sentence, section (f) shall not apply to owner-occupied rehabilitation post-development projects; or

(g) Project Sponsor is dissolved or liquidated or merged with or into any other entity; or all or substantially all of the assets of Project Sponsor are sold or otherwise transferred without the prior approval of the Member and the Bank; or

(h) the Project is sold in violation of the terms of the Application, this Agreement or the AHP Requirements; or any of Member or Project Sponsor assigns or attempts to assign any rights or interests under the Application, this Agreement, or any Retention Mechanism without the prior written consent of the Bank; or the Application or this Agreement becomes or is claimed by any of Member or Project Sponsor to be unenforceable against such party; or the Retention Mechanism shall cease to constitute a valid and indefeasible perfected lien on the Project; or

(i) Project Sponsor is subject to an order for relief by the bankruptcy court, or is unable or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee or similar official for it or for all or any part of its property (or any such appointment is made without its consent and the appointment continues undischarged and unstayed for 60 days); or institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to it or to all or any part of its property under the Laws of any jurisdiction (or any such proceeding is instituted without its consent and continues undismissed and unstayed for 60 days); or

(j) any material adverse change shall occur in the financial condition, operations, properties or prospects of Project Sponsor, or any event shall occur which has a material adverse impact on the Project, including without limitation the failure of the Project to demonstrate progress toward draw down of AHP subsidy or project completion, as set forth in the Implementation Plan.

**5.02** **Remedies of the Bank.** Upon the occurrence of any Event of Default, the Bank may determine, in its sole discretion and upon terms and conditions satisfactory to the Bank and the Finance Agency, if applicable, that the Event of Default can be cured by the Member or Project Sponsor within a reasonable period of time as determined by the Bank, or the circumstances of such Event of Default may be eliminated through a modification of the Application, as set forth in the AHP Regulations, or alternatively the Bank may waive such Event of Default. If such Event of Default is not waived or cured as set forth in the preceding sentence, the Bank may, without notice to or demand upon the Member and Project Sponsor, which are expressly waived by the Member and Project Sponsor (except for notices or demands otherwise required by applicable Laws and any notices or demands specified in the Application, this Agreement or the AHP Requirements), exercise any one or more of the following Remedies as the Bank may determine:

(a) to place the Project on the Watch List;

(b) prohibit the Project Sponsor from receiving any unfunded AHP subsidy with respect to this Project, and/or prohibit the Project Sponsor from obtaining any future AHP award;

(c) with respect to any subsidy that has been awarded but not yet been disbursed, the Bank may, at its option, terminate all commitments to make disbursements and deobligate the AHP subsidy;

(d) with respect to any subsidy that has been disbursed, the Bank may declare the unpaid principal and all accrued interest, if any, and other amounts payable under this Agreement, to be immediately due and payable. If this remedy is elected, the Bank will direct the

Member to repay the subsidy, in the event of a Member Event of Default, or recapture the subsidy and undertake reasonable collection efforts, as defined in the AHP Requirements and further set forth below in Section 5.03, in the event of a Project Sponsor or owner of an AHP-assisted unit ("*Owner Occupant*") Event of Default;

(e) with respect to a Member Event of Default, the Bank may proceed to protect, exercise and enforce any and all of its remedies provided under the Advances and Security Agreement, as incorporated herein pursuant to Section 3.09; and

(f) the Bank may proceed to protect, exercise and enforce any and all other remedies provided under the AHP Requirements or by applicable Laws.

Project Sponsor agrees to pay all charges and expenses incurred by the Bank or the Member (including reasonable attorneys' fees and expenses) in connection with (a) any investigation by the Bank or the Member in respect of this Agreement, any related document or any AHP Requirement as it relates to the Project; (b) the enforcement, protection or preservation of any right or claim of the Bank or the Member against the Project Sponsor or an Owner Occupant under this Agreement, any related document, or any AHP Requirement as it relates to the Project; or (c) the collection of any amounts due under this Agreement, any related document or any AHP Requirement as it relates to the Project. As used herein, "related document" includes, but is not limited to, any and all Retention Mechanisms required under Section 3.08 of this Agreement.

Each of the remedies of the Bank provided herein is cumulative and not exclusive of, and shall not prejudice, any other remedy provided in the Application, this Agreement, the AHP Requirements or by applicable Laws. Each remedy may be exercised from time to time as often as deemed necessary by the Bank, and in such order and manner as the Bank may determine. No failure or delay on the part of the Bank in exercising any remedy shall operate as a waiver of such remedy; nor shall any single or partial exercise of any remedy preclude any other or further exercise of such remedy or of any other remedy. No application of payments, or any advances or other action by the Bank, will cure or waive any Event of Default or prevent acceleration, or continued acceleration, of amounts payable under the Application, this Agreement, or prevent the exercise, or continued exercise, of any Remedies of the Bank.

**5.03 Recapture of AHP Subsidy.**

(a) **Due to Event of Default by the Member.** If the Bank elects to exercise the remedy set forth in Section 5.02(d), the Member shall repay to the Bank that portion of the subsidy (plus interest, if deemed appropriate by the Bank) that, as a result of the Member's actions or omissions constitute an Event of Default, in each case as may be determined by the Bank or the Finance Agency. The Member's obligation under this section is in addition to all of the other obligations and liabilities of the Member under the Application, this Agreement, and AHP Requirements, including, without limitation, the Member's obligation to recover subsidy amounts from the Project Sponsor or Owner Occupant and repay them to the Bank as set forth below.

(b) **Due to Event of Default by Project Sponsor or Owner Occupant.** If the Bank elects to exercise the remedy set forth in Section 5.02(d), the Project Sponsor shall repay to the Member, or the Member shall recover from the Project Sponsor and repay to the Bank, that portion of the subsidy (plus interest, if deemed appropriate by the Bank) that, as a result of the Project

Sponsor's or Owner Occupant's actions or omissions constitute an Event of Default, in each case as may be determined by the Bank or the Finance Agency. The Member shall recover from the Owner Occupant that portion of the subsidy (plus interest, if deemed appropriate by the Bank) required to be repaid pursuant to the terms of the retention mechanism mandated by this Agreement.

(c) **Member's Exercise of Reasonable Collection Efforts.** The Member shall not be liable to the Bank under Section 5.03(b) for the return of amounts that cannot be recovered from the Project Sponsor or an Owner Occupant through the reasonable collection efforts by the Member unless: (1) the Bank determines that reasonable collection efforts were not made by the Member, and, as applicable, (2) the Finance Agency or its staff determines, pursuant to 12 C.F.R. § 1291.8(a), that the Bank is required to recover such amounts from the Member or to reimburse the AHP Fund or if the Finance Agency or its staff takes other enforcement action under the AHP Regulations. Each of the Member and the Project Sponsor agree to be parties to any enforcement action and to be bound by the Finance Agency's final determination regarding repayment or reimbursement. If a Member cannot recover AHP subsidy from the Project Sponsor or an Owner Occupant, the Member shall, upon request of the Bank, provide written documentation to the Bank setting forth Member's collection efforts. Collection efforts shall generally be determined to be reasonable by the Bank if the Member engages in such actions as it would normally undertake in the collection of its own non-AHP commercial and consumer loans and in accordance with prudent banking practices. Collection efforts shall generally not be considered reasonable by the Bank if (among other reasons) the Bank determines that such efforts are adversely affected by any failure of the Member to fulfill its obligations under Section 3.08, 2.03 or 2.04 of this Agreement.

**6.0 Project Monitoring Obligations.**

**6.01 Monitoring Responsibilities; Member.** During the period of construction or rehabilitation of the Project, the Member must take the steps necessary to determine whether reasonable progress is being made towards completion of the Project and must report to the Bank at least semiannually on the status of the Project. In addition, Member agrees to comply with the monitoring requirements, as applicable, set forth in Exhibit C, attached hereto and by this reference made a part hereof.

**6.02 Monitoring Responsibilities; Project Sponsor.** During the period of construction or rehabilitation of the Project, the Project Sponsor must report to the Member at least semiannually on whether reasonable progress is being made towards completion of the Project. In addition, Project Sponsor agrees to comply with the monitoring requirements set forth in Exhibit C, attached hereto and by this reference made a part hereof.

**6.03 Cooperation.** The Project Sponsor and the Member agree to fully cooperate with the Bank in effectuating off-site and on-site reviews of the Project and to provide to the Bank any Project documentation periodically required under this Agreement, the Application, or any AHP Requirement.

**7.0 Loss of Membership in the Bank; Assignment.**

**7.01 Loss of Membership.** In the event of its loss of membership in the Bank, the Member shall make best efforts to transfer its obligations under the Application and this Agreement to an Approved Transferee prior to the Bank's final disbursement of the subsidy. As used herein,

"Approved Transferee" means another member of the Bank approved by the Bank in writing, such approval to be given or withheld in the exercise of the Bank's reasonable discretion.

7.02 **Assignment.** Except as set forth in 7.01, neither the Member nor the Project Sponsor is permitted to assign or otherwise transfer its rights and obligations under the Application and this Agreement without the prior written consent of the Bank. The Project Sponsor acknowledges and agrees that, in the event that the Bank approves of an assignment by the Member of its rights and obligations under the Application and this Agreement, the Project Sponsor will not have any right to consent or object to such assignment by the Member, and the Project Sponsor agrees to execute and deliver any and all documents (and amendments to documents) requested by the Approved Transferee or the Bank to further evidence such assignment.

8.0 **Public Events; Bank and Member Rights**. The Project Sponsor and Project Owner shall inform the Member and the Bank of a public event relating to the Project (e.g., ground breaking ceremonies, dedications, etc.). The Member and the Bank shall, in each party's sole discretion, have the option to attend or participate in any such public event related to the Project, and, to the extent applicable, shall have the right to require the inclusion of their institution's logo on any signs displaying the funding sources for the Project.

9.0 **Miscellaneous.** The parties accept the terms and conditions of the funding as set forth herein by executing this Agreement in the space set forth below. In indicating their acceptance of the terms and conditions of the funding set forth herein, the parties also represent and warrant that they have full corporate power and authority and have received all corporate and governmental authorizations and approvals as may be required to enter into and perform their obligations under this Agreement, that they will maintain this Agreement as part of their corporate records, and that at all times they will adhere to the terms and conditions set forth herein. The parties further agree that this Agreement may be executed in separate counterparts, each of which shall be considered an original and that no amendment may be made to this Agreement except in writing executed by all parties hereto. This Agreement shall be governed by the statutory and common law of the United States and, to the extent state law is applicable, by the laws of the State of Georgia (without giving effect to choice of law principles included therein). In any action or proceeding brought by any party in order to enforce any right or remedy under this Agreement, the parties hereby consent to, and agree that they will submit to, the nonexclusive jurisdiction of the United States District Court for the Northern District of Georgia or, if such action or proceeding may not be brought in Federal court, the jurisdiction of the courts of the State of Georgia located in the City of Atlanta. No delay on the part of a party in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude other or further exercise thereof or the exercise of any other right, power or privilege or be construed to be a waiver of any default under this Agreement. No waiver of any default shall be effective unless in writing and signed by an authorized officer of the party waiving such default, and no such waiver shall be deemed to be a waiver of a subsequent default or be deemed to be a continuing waiver. No course of dealing between the parties, or their agents or employees, shall be effective to change, modify or discharge any provision of this Agreement or to constitute a waiver of any default hereunder. If any provision of this Agreement is held invalid or unenforceable to any extent or in any application, the remainder of this Agreement, or application of such provision to different persons or circumstances or in different jurisdictions, shall not be affected thereby. This Agreement shall be binding upon the parties and upon any successor in interest to the parties.

WARNING: Any person who knowingly makes a false statement or misrepresentation in this document, the AHP application, or any accompanying documentation is subject to penalties that may include fines, imprisonment, or both, under the provisions of Title 18, United States Code, Sec. 1014.

**[signatures begin on following page]**

In Witness Whereof, the parties hereto have set their hand and seal below, effective as of the date first set forth above.

**Southeast Overtown Park West CRA**
**Project Sponsor**

By: _____

Name: Clarence E. Woods, III

Title: Executive Director

**Florida Community Bank, National Association**
**Member**

By: _____

Name: JAMES E. BAXTER

Title: EVP & CCO

**FEDERAL HOME LOAN BANK OF ATLANTA**

By: _____

Name: **Melissa V. Hoggatt**
**Vice President**

Title: **Community Investment Services**

By: _____

Name: **Arthur L. Fleming**
**Senior Vice President**

Title: **Community Investment Services**

## Exhibit A

### Documentation Required for Disbursement

1. Documentation of proper zoning and land use designation. Provide a letter from an authorized government agency in the jurisdiction where the real property is located stating that the zoning and land use designation is acceptable for the Project to be developed as set forth in the Application. **Due six months from the date of Bank's board of directors approval of the Project to receive AHP subsidy.** (Not applicable if the project does not include development).

2. Sample of retention/recapture documents acceptable to the Bank and meeting the Bank's retention document requirements as attached hereto.

3. Updated sources and uses statement and development budget.

4. Final commitments of all funding sources.

5. Acceptable pre- and post-rehabilitation 3rd party inspection reports, acceptable evidence of expenses incurred and work performed, and the Bank's standard forms including scope of work write-ups, and sign-off by homeowner.

6. The Member will have to demonstrate that either credit has been extended or that a valid commitment exists and the commitment for the extension of credit by the Member is relevant to the overall financial structure of the project. If credit has not been extended prior to funding, the extension of credit by the Member will be confirmed at project completion. If the Member does not extend credit to the project after the award of AHP funds, points will be removed and if the project no longer qualifies AHP funds will be recaptured.

7. Project Sponsor equity/charitable giving must be expended as budgeted prior to disbursing AHP funds.

8. Income and asset verification documentation must be supplied for each applicable unit prior to each Takedown. Income and asset documentation must be no more than 90 calendar days prior to the date of closing and must meet all Bank requirements.

9. Such other documents as may be set forth in the Implementation Plan, or as required by the Bank to determine compliance with AHP Requirements.

## Exhibit B

### Retention Mechanism Requirements

Unless otherwise approved in advance and in writing by the Bank, the Member shall ensure that an owner-occupied unit that is purchased, constructed, or rehabilitated with the proceeds of a direct subsidy and/or a subsidized advance is subject to a promissory note and a real property security instrument (e.g. a mortgage, deed of trust, a deed to secure debt, or other appropriate security instrument under applicable law) between the Member as mortgagee and the Owner Occupant as mortgagor with an addendum incorporated by reference therein, requiring the following:

(i.) Each of the Bank and the Member is to be given notice of any sale or refinancing of the unit occurring prior to the end of the five-year Affordable Housing Program ("AHP") retention period, which ends five years from the date of closing;

(ii.) In the case of a sale of the unit prior to the end of the five-year AHP retention period, (a) with respect to a direct subsidy, an amount equal to a pro rata share of the AHP direct subsidy that financed the purchase, construction, or rehabilitation of the unit, reduced for every year the seller owned the unit; and (b) with respect to a subsidized advance the proceeds of which were used to finance construction or rehabilitation of (and not permanent financing for) the unit, an amount equal to the pro rata portion of the interest-rate subsidy imputed to the subsidized advance that financed the construction or rehabilitation loan for the unit, reduced for every year the seller owned the unit, shall be repaid to the Bank from any net gain realized upon the sale of the unit unless the unit is sold to a very low-, low- or moderate-income household, as defined in the federal regulations for the AHP promulgated by the Finance Agency (or any successor regulator);

(iii.) In the case of a refinancing of the unit prior to the end of the five-year AHP retention period, (a) with respect to a direct subsidy, an amount equal to a pro rata share of the direct subsidy, reduced for every year the occupying household has owned the unit, and (b) with respect to a subsidized advance the proceeds of which were used to finance construction or rehabilitation of (and not permanent financing for) the unit, an amount equal to the pro rata portion of the interest-rate subsidy imputed to the subsidized advance that financed the construction or rehabilitation loan for the unit, reduced for every year the owner owned the unit, shall be repaid to the Bank from any net gain realized upon the refinancing, unless the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism, as described in these four paragraphs;

(iv.) The obligation to repay AHP subsidy to the Bank shall terminate after any foreclosure, and

(v.) Each unit that receives funding as part of the Project may not receive funds from multiple AHP competitive or set-aside product(s) offered by the Bank during the 5-year AHP retention period.

As used in (i.) above, "date of closing" means (a) with respect to a unit purchased or constructed with the proceeds of AHP subsidy, the date on which the owner-occupant acquires the unit; and (b) with respect to a unit rehabilitated with the proceeds of AHP subsidy, the date on which the owner-occupant executes and delivers the retention mechanism.

The Member is responsible for ensuring that the note and security instrument are enforceable under applicable law, that the security instrument is in a proper form for recording under applicable law and is properly recorded, and that the party granting the security instrument is the owner of the real property interest described therein. Upon receipt of the retention mechanism, the Bank's review shall be limited to the following: (i) the documents are in the form of a note and mortgage; (ii) the member is correctly named as mortgagee; and (iii) all applicable AHP retention features as set forth herein are incorporated into the note and mortgage or are included as an exhibit and incorporated by reference in the note and mortgage.

Unless otherwise approved in advance and in writing by the Bank, the retention mechanism must be contained within a promissory note and a real property security instrument (e.g., a mortgage, deed of trust, a deed to secure debt, or other appropriate security instrument under applicable law). Notwithstanding the preceding sentence, the Bank shall not require that the retention mechanism be contained in the form of a promissory note and a real property security instrument for an owner-occupied rehabilitation unit receiving AHP subsidy in an amount of $10,000 or less, if (1) such unit is located in a jurisdiction in which the execution of a promissory note and real property security instrument mandates the presence of an attorney; and (2) such unit would not involve a real estate closing but for the execution of a note and real property security instrument containing the retention mechanism.

The holder/beneficiary of the note and security instrument given by the owner must be the Member (and not the Project Sponsor or the Bank).

In the event that the subsidy is disbursed to the Project Sponsor prior to completion of construction of the owner-occupied units, then at all times prior to construction and transfer of the units to the initial owner-occupants, the project shall be made subject to a retention mechanism, pursuant to which (a) the Project Sponsor shall give the Member and the Bank notice of the sale of the property (or any portion thereof) to an eligible homebuyer, at which time the homebuyer shall execute a retention mechanism of the type contemplated above; (b) any sale of the property (or any portion thereof) to any person or entity (other than an eligible homebuyer) shall be prohibited without the prior written consent of the member; and (c) any failure to develop the property in accordance with the Agreement for the project, or any other failure by the Project Sponsor to comply with said Agreement, the retention mechanism, or any AHP Regulation, shall result in a default requiring repayment of the subsidy to the Bank.

The retention mechanism must also include:

- The name of the owner;
- The address of the unit;
- The amount of the AHP subsidy and
- The AHP project number.

## Exhibit C

## Monitoring Compliance Requirements

*Prior to Project Completion*

Beginning six months after the Bank's approval of the Member's Application and continuing until project completion, the Project Sponsor must submit to the Member, and the Member must submit to the Bank, a progress report, on at least a semiannual basis, as to whether reasonable progress is being made toward draw down of AHP subsidy and project completion. The progress report will include the amount of AHP disbursements, anticipated project start date, whether the project is complete, progress toward occupancy and a brief written status report for the project. The Bank reserves the right, in its sole discretion, to cancel AHP awards prior to the disbursement or completion deadline when the project does not demonstrate progress toward draw down of AHP subsidy or project completion.

*Following Project Completion*

After project completion, the following monitoring requirements will apply:

- Project Sponsor. The Project Sponsor at all times must maintain the following documentation, which shall be available for review by the Member or the Bank:
    - Final cost certification.
    - Income verification documents (including a completed home purchase summary form) in accordance with the Bank's income eligibility guidelines for ten percent of each project's units. (The Bank will review a minimum of three units and a maximum of 20 units).
    - Fully executed and recorded copies of retention documents for each unit.
    - Final documents for each of the project's other funding sources.
    - Documentation confirming implementation of empowerment activities.
    - Such other documents as may be required by the Bank.
- Member. The Member must review the project documentation and certify to the Bank that (1) the subsidy has been used according to the commitments made in the Application; and (2) each AHP-assisted unit is subject to a retention mechanism meeting the requirements in Exhibit B of the Agreement.

**EXHIBIT C**

# City of Miami

## Legislation

### Resolution: R-15-0332

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 15-00804 Final Action Date: 7/23/2015

A RESOLUTION OF THE MIAMI CITY COMMISSION APPROVING THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("CRA") TO ESTABLISH A CASH COLLATERALIZED LINE OF CREDIT IN AN AMOUNT NOT TO EXCEED $75,000.00, WITH FLORIDA COMMUNITY BANK TO SUPPLEMENT FUNDING ALLOCATED BY THE CRA FOR THE REHABILITATION OF TOWN PARK PLAZA NORTH, 475 NORTHWEST 19TH STREET, MIAMI, FLORIDA (FOLIO NO. 01-3136-083-0870).

WHEREAS, pursuant to Part III, Chapter 163, Florida Statutes, there was created by action of Miami-Dade County and the City of Miami ("City"), the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") for designated community redevelopment within the limits of the City ("Redevelopment Area"); and

WHEREAS, Section 163.400(1)(d), Florida Statutes, allows a community redevelopment agency "to borrow money and apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from ... any source"; and

WHEREAS, the CRA is required to annually submit its budget to the City pursuant to Article VI, paragraph 6.1(b) of the Interlocal Cooperation Agreement, dated March 1, 2000, between the City, the CRA, and the Omni Redevelopment District Community Redevelopment Agency, as revised and amended; and

WHEREAS, this Resolution commits Tax Increment Funds revenues in excess of one fiscal year; as such the CRA is required to submit the proposed expenditure to the City for approval; and

WHEREAS, Town Park Plaza North ("TPPN"), 475 Northwest 19th Street, Miami, Florida (Folio No. 01-3136-083-0870), is a 20-building, 169-unit affordable housing complex within the Redevelopment Area; and

WHEREAS, the condition of TPPN poses significant risk to the health and safety of its occupants, and in turn, extensive rehabilitation is needed, as evidenced by structural cracks, unsecured railings, deteriorating plumbing, rotting wood, and outdated electrical wiring; and

WHEREAS, in response to these conditions, the CRA allocated funding from its General Fund for a rehabilitation project ("Project") for TPPN; and

WHEREAS, an effort to assist the CRA with leveraging its funding support of the Project, the CRA applied for grant funding from Federal Home Loan of Atlanta ("FHLB-Atlanta"), and was awarded a grant in the amount of $150,000.00, for the rehabilitation of 15 owner-occupied units in TPPN; and

WHEREAS, a provision of the FHLB-Atlanta award requires the CRA to establish a Cash Collateralized Line of Credit in the amount of $75,000.00, with Florida Community Bank, a local member of FHLB-Atlanta; and

WHEREAS, the Cash Collateralized Line of Credit will mature eighteen (18) months from the date of the promissory note; and

WHEREAS, the City Commission wishes to approve the CRA establishing a Cash Collateralized Line of Credit, in an amount not to exceed $75,000.00 with Florida Community Bank to supplement funding allocated by the CRA to the rehabilitation of TPPN (Folio No. 01-3136-083-0870); and

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

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The City Commission hereby approves the CRA establishing a Cash Collateralized Line of Credit, in an amount not to exceed $75,000.00, with Florida Community Bank to supplement funding allocated by the CRA to the rehabilitation of TPPN (Folio No. 01-3136-083-0870).

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {1}

---

Footnotes:

{1} If the Mayor does not sign this Resolution, it shall become effective at the end of ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

# AGENDA ITEM SUMMARY FORM

FILE ID: 15-00804

Date: 06/14/2015 Requesting Department: SEOPW CRA

Commission Meeting Date: 7/23/2015 District Impacted: 2

Law Department Matter ID No. _____

Type: ☒ Resolution ☐ Ordinance ☐ Emergency Ordinance ☐ Discussion Item

☐ Other _____

Subject: Resolution Approving Cash Collateralized Line of Credit for the SEOPW CRA

**Purpose of Item:**

Resolution Approving Cash Collateralized Line of Credit for the SEOPW CRA

**Background Information:**

A RESOLUTION OF THE MIAMI CITY COMMISSION, APPROVES THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("CRA") TO ESTABLISH A CASH COLLATERIAZED LINE OF CREDIT IN AN AMOUNT NOT TO EXCEED $75,000 WITH FLORIDA COMMUNITY BANK TO SUPPLEMENT FUNDING ALLOCATED BY THE CRA FOR THE REHABLITATION OF TOWN PARK PLAZA NORTH, 475 N.W. 19TH STREET, MIAMI, FLORIDA (FOLIO NO. 01-3136-083-0870).

## Budget Impact Analysis

NO Is this item related to revenue?

NO Is this item an expenditure? If so, please identify funding source below.

*General Account No:* _____

*Special Revenue Account No:* _____

*CIP Project No:* _____

NO Is this item funded by Homeland Defense/Neighborhood Improvement Bonds?

**Start Up Capital Cost:** _____

**Maintenance Cost:** _____

**Total Fiscal Impact:** $0.00

## Final Approvals

(SIGN AND DATE)

CIP _____ Budget _____

(If using or receiving capital funds)

Grants _____ Risk Management _____

Purchasing _____ Dept. Director Clarence Woods

Chief _____ City Manager _____

SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY
**INTER-OFFICE MEMORANDUM**

---

To: City of Miami Commissioners

Date: June 9, 2015 File:

Subject: Resolution Approving Cash Collateralized Line of Credit for the SEOPW CRA.

From: Clarence E. Woods, III
Executive Director

References:

Enclosures: Supporting Documentation; Legislation

---

**RECOMMENDATION:**

It is recommended that the Board of City Commissioners ("Board") adopt the attached resolution approving the Southeast Overtown/Park West Community Redevelopment Agency ("CRA") establish a Cash Collateralized Line of Credit in an amount not to exceed $75,000 with Florida Community Bank. The Cash Collateralized Line of Credit will secure grant funds to supplement funding allocated by the CRA to the rehabilitation of Town Park Plaza North 475 N.W. 19th Street, Miami, Florida (Folio No. 01-3136-083-0870) and will mature eighteen (18) months from the date of the promissory note.

**BACKGROUND:**

Town Park Plaza North ("TPPN") is a 20-building, 169-unit affordable housing complex in the Redevelopment Area. The condition of TPPN poses significant risk to the health and safety of its occupants, and in turn, extensive rehabilitation is needed, as evidenced by structural cracks, unsecured railings, deteriorating plumbing, rotting wood, and outdated electrical wiring.

In response to these conditions, the CRA allocated funding from its General Fund to rehabilitate TPPN. In an effort to assist the CRA with leveraging its funding support of the TPPN rehabilitation project, the Board of Commissioners of the CRA, authorized the Executive Director to apply for funding from Federal Home Loan Bank of Atlanta ("FHLB-Atlanta") and was later awarded a grant in the amount of $150,000, for the rehabilitation of 15 owner-occupied units in Town Park Plaza North. The rehabilitation of TPPN began in March 2015 and we expect the project to be completed within three (3) years.

A provision of the FHLB-Atlanta award requires the CRA to establish a Cash Collateralized Line of Credit in an amount not to exceed $75,000, with Florida Community Bank, a local member of FHLB-Atlanta. Pursuant to the terms of the Cash Collateralized Line of Credit Agreement, the line of credit will mature eighteen (18) months from the date of the promissory note.

**JUSTIFICATION:**

Section 163.400(1)(d), Florida Statutes, allows a community redevelopment agency "to borrow money and apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from ... any source."

The CRA is required to annually submit its budget to the City of Miami pursuant to Article VI, paragraph 6.1(b) of the Interlocal Cooperation Agreement, dated March 1, 2000, between the City of Miami, the Southeast Overtown/Park West Community Redevelopment Agency, and the Omni Redevelopment District Community Redevelopment Agency, as revised and amended. This Resolution commits Tax Increment Funds revenues in excess of one year; as such the CRA is required to submit the proposed expenditure to the City of Miami for approval.