

MEMORANDUM

Agenda Item No. 11(A)(5)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: June 4, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the Chairperson or Vice Chairperson of the Board to execute an Amended and Restated County Deed to New Urban Development, LLC ("New Urban"), a Florida limited liability company, in order to grant one two-year extension to obtain the final certificates of occupancy for the multi-family rental units that are to be rented to very low- low- or moderate income households in accordance with section 125.379, Florida Statutes, and the applicable laws and regulations governing the Community Development Block Grant Program; authorizing the County Mayor to take all actions necessary to effectuate same and to exercise all rights set forth therein; approving the execution of a third commitment extension with New Urban for the View 29 development; authorizing the County Mayor, upon a determination that such actions are in the best interest of the County, to subordinate and/or modify the terms of contracts, amendments and loan documents so long as such modifications are not substantially inconsistent with this resolution, and to exercise termination, waiver, acceleration and other provisions in said agreements and documents

Resolution No. R-512-24

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.



Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: June 4, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(5)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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. 11(A)(5)
6-4-24

RESOLUTION NO. R-512-24

RESOLUTION AUTHORIZING THE CHAIRPERSON OR VICE CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AN AMENDED AND RESTATED COUNTY DEED TO NEW URBAN DEVELOPMENT, LLC (“NEW URBAN”), A FLORIDA LIMITED LIABILITY COMPANY, IN ORDER TO GRANT ONE TWO-YEAR EXTENSION TO OBTAIN THE FINAL CERTIFICATES OF OCCUPANCY FOR THE MULTI-FAMILY RENTAL UNITS THAT ARE TO BE RENTED TO VERY LOW-LOW- OR MODERATE INCOME HOUSEHOLDS IN ACCORDANCE WITH SECTION 125.379, FLORIDA STATUTES, AND THE APPLICABLE LAWS AND REGULATIONS GOVERNING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME AND TO EXERCISE ALL RIGHTS SET FORTH THEREIN; APPROVING THE EXECUTION OF A THIRD COMMITMENT EXTENSION WITH NEW URBAN FOR THE VIEW 29 DEVELOPMENT; AUTHORIZING THE COUNTY MAYOR OR 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, AMENDMENTS AND LOAN DOCUMENTS SO LONG AS SUCH MODIFICATIONS ARE NOT SUBSTANTIALLY INCONSISTENT WITH THIS RESOLUTION, AND TO EXERCISE TERMINATION, WAIVER, ACCELERATION AND OTHER PROVISIONS IN SAID AGREEMENTS AND DOCUMENTS

WHEREAS, on December 3, 2019 the Board of County Commissioners (“Board”) approved Resolution No. 1281-19, which declared four County owned properties located at 2901 NW 2nd Ave (Folio No. 01-3125-028-0510), 181 NW 29th Street (Folio No. 01-3125-028-0520), 175 NW 29th Street (Folio No. 01-3125-028-0530), and 167 NW 29th Street (Folio No. 01-3125-028-0540) in the Wynwood area of the City of Miami, Florida, in Commission District 3

(collectively the “Properties”), as surplus, and, after a public hearing, revised the Affordable Housing Inventory List to include the Properties in accordance with section 125.379(1), Florida Statutes; and

WHEREAS, pursuant to the requirements set forth in Resolution No. 1281-19, the County conveyed the Properties to New Urban Development, LLC (“New Urban”) with the requirement that New Urban cause the Properties to be developed within 48 months of the recording of the County Deed, unless extended at the sole discretion of this Board, with an affordable and workforce multifamily development consisting of a minimum of 75 dwelling units to be rented to very-low, low- and moderate income households, as these terms are defined in section 420.004, Florida Statutes, and whose incomes do not exceed 120 percent of area median income, in accordance with section 125.379, Florida Statutes, and the federal laws and regulations governing the Community Development Block Grant (“CDBG”) program; and

WHEREAS, on May 4, 2021, the Board of County Commissioners (“Board”) approved Resolution No. 430-21, which awarded New Urban FY 2020 Documentary Stamp Surtax funds in an amount not to exceed \$5,780,000 for the development of a portion of the Properties which were to be developed with 116 mixed-use multi-family units with retail/commercial space located at 2901 NW 2nd Avenue and 167, 175 and 181 NW 29th Street, known as View 29; and

WHEREAS, the award of the Documentary Stamp Surtax funds were evidenced by a six month Conditional Loan Commitment for New Urban for the development of 116 mixed-use multi-family units with retail/commercial space located at 2901 NW 2nd Avenue and 167, 175 and 181 NW 29th Street, Miami, FL 33127, in Commission District 3, known as View 29, in an amount not to exceed \$5,780,000 of FY 2020 Documentary Stamp Surtax funds; and

WHEREAS, after the expiration of the initial Conditional Loan Commitment, New Urban Development, LLC requested two extensions of the Conditional Loan Commitment due to several project delays; and

WHEREAS, the second extension expired on September 10, 2023; and

WHEREAS, New Urban has requested an additional extension to the Conditional Loan Commitment; and

WHEREAS, this Board desires to (1) grant New Urban a single two-year extension to construct the units and obtain final certificates of occupancy and (2) authorize a third commitment extension with New Urban for the View 29 development in order to extend the expiration date to December 31, 2024, with an option, at the discretion of the County Mayor or County Mayor's designee, to grant one additional one-year extension of such contract until December 31, 2025,

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 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice Chairperson of the Board of County Commissioners to execute an Amended and Restated Deed ("amended deed") to New Urban, in substantially the form attached hereto as Attachment "A" and incorporated herein by reference, in order to grant New Urban a single two-year extension to construct the units and obtain final certificates of occupancy.

Section 3. This Board approves the execution of a third commitment extension with New Urban and authorizes the County Mayor or County Mayor's designee to execute a third commitment extension with New Urban Development, LLC for the View 29 development in order

to extend the expiration date to December 31, 2024, with an option, at the discretion of the County Mayor or County Mayor's designee, to grant one additional one-year extension of such contract until December 31, 2025.

Section 4. This Board further authorizes the County Mayor or County Mayor's designee to take all actions necessary to exercise any and all rights set forth in the amended deed, including, but not limited to, exercising the County's option to enforce its reversionary interest after conducting all due diligence, title searches and environmental reviews. In the event that the County Mayor or County Mayor's designee should exercise the County's reversionary interest, then the County Mayor or County Mayor's designee shall execute and record an instrument approved by the County Attorney's Office in the Public Records of Miami-Dade County and provide a copy of such instrument to the Property Appraiser's Office. Alternatively, this Board authorizes the County Mayor or County Mayor's designee to receive on behalf of the County from New Urban, after conducting all due diligence, title searches and environmental reviews, a deed which conveys any or all of the Properties back to the County in the event New Urban is unable or fails to comply with the deed restrictions set forth in the amended deed. Upon the receipt of the deed from New Urban, the County Mayor or County Mayor's designee shall record such deed in the Public Records of Miami-Dade County.

Section 5. This Board authorizes County Mayor or County Mayor's designee to take all actions necessary to effectuate the amended deed, and to exercise all rights conferred therein.

Section 6. This Board directs the County Mayor or County Mayor's designee to provide copies of the recorded amended deed to the Property Appraiser.

Section 7. This Board directs the County Mayor or County Mayor's designee to ensure that proper signage is placed on the Properties identifying the County's name and the name of the district commissioner.

Section 8. The County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, shall record in the Public Record all deeds, covenants, reverters, and other documents creating or reserving a real property interest in favor of the County and shall provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. The Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

Section 9. This Board authorizes the County Mayor or 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, amendments and loan documents so long as such modifications are approved by the County's Attorney's Office as to form and legal sufficiency and are not substantially inconsistent with this resolution, and to exercise termination, waiver, acceleration and other provisions in said agreements and documents.

The Prime Sponsor of the foregoing resolution is Commissioner Keon Hardemon. It was offered by Commissioner **Anthony Rodriguez**, who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez** and upon being put to a vote, the vote was as follows:

	Oliver G. Gilbert, III, Chairman	aye	
	Anthony Rodríguez, Vice Chairman	aye	
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	absent	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg			

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of June, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "Shannon D. Summerset-Williams", is written over a horizontal line.

Shannon D. Summerset-Williams

ATTACHMENT "A"

Instrument prepared by and returned to:
Shannon Summerset
Assistant County Attorney
Miami-Dade County Attorney's Office 111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 31901 Pages 3771-3780 of the Public Records of Miami-Dade County on April 16, 2020.

AMENDED AND RESTATED COUNTY DEED

THIS COUNTY DEED (the "Deed"), made this _____ day of _____, 2024 by MIAMI-DADE COUNTY, a political subdivision of the State of Florida (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida 33128-1963, and **NEW URBAN DEVELOPMENT, LLC**, a Florida limited liability company ("New Urban Development"), whose address is 8500 N.W. 25th Avenue, Miami, Florida 33147, their successors and assigns.

WITNESSETH that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by New Urban Development, receipt whereof is hereby acknowledged, has granted, bargained, and sold to New Urban Development, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions (collectively the "deed restrictions"):

1. That the Properties are being sold with a restriction requiring the development of the property as affordable housing as set forth in section 125.379, Florida Statutes. A minimum of 75 units of affordable and workforce housing ("Dwelling Units") shall be constructed to be rented to households eligible for workforce housing, and to very-low, low and moderate income households (as these terms are defined in section

420.0004, Florida Statutes), each of whose incomes do not exceed 120% of area median income ("Qualified Renters"), and in accordance with the rental regulatory agreement executed in accordance with Paragraph 3 of this Deed.

2. That in accordance with the federal Community Development Block Grant ("CDBG") program, which program requirements are set forth in 24 Code of Federal Regulations, Part 570, a minimum of 51% of the Dwelling Units shall be set aside for households whose income do not exceed of 80% of area median income ("AMI") for the County as reported by the United States Department of Housing and Urban Development ("HUD").
3. That within ten-days written request by the County, New Urban Development shall execute and record in the Public Records of Miami- Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of such housing which shall be a restrictive covenant as to the Properties.
4. That the Properties shall be developed within twenty-four (24) months of the recording of this Amended and Restated Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 4, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which New Urban Development must complete the housing required herein. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
 - b. Be evidenced by the preparation and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which the New Urban Development must complete the housing. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within twenty-four (24) months from the date of this Amended and Restated Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
5. That within thirty (30) days of renting the Dwelling Units to a Qualified Renter described in paragraphs 1 and 2 above, New Urban Development shall submit a report in the form attached as Exhibit B to Miami-Dade County's Public Housing and Community Development Department, Community Development Division, or successor department, indicating the size of the household, AMI of the household, ethnicity of the household, and supporting income verification documentation.

6. That New Urban Development shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of: any such assignment to an affiliate owned or controlled by New Urban Development.
7. That New Urban Development shall pay real estate taxes and assessments on the Properties or any part thereof when due. New Urban Development shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that New Urban Development may encumber the Properties with:
 - a. Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Dwelling Units, landscaping, and other site improvements, all as provided in a site plan to be provided by New Urban Development (together, the "Improvements") as determined by an appraiser selected by New Urban Development; and
 - b. Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof, in an amount(s) not to exceed the value of the Improvements") as determined by an appraiser selected by New Urban Development.
 - c. Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order.

Notwithstanding the foregoing, the deed restrictions set forth herein, including but not limited to the rental regulatory agreement, remain enforceable and in full force and effect, and can only be extinguished by the County. The deed restrictions, including the rental regulatory agreement, shall continue to run with the land notwithstanding the mortgage or change in ownership, and shall apply to the "successors heirs and assigns" of New Urban Development.

8. The recordation, together with any mortgage purporting to meet the requirements of paragraph 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI) (or member of any similar or successor organization) selected by New Urban Development, stating the value of the Properties is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage, subject to the deed restrictions. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real

estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

9. If in the sole discretion of the County, (a) New Urban Development ceases to exist prior to rental of the Dwelling Units to the Qualified Renters, (b) New Urban Development fails to rent the Dwelling Units within the rent limits described herein, or (c) any term of this Deed or deed restriction is not complied with, New Urban Development shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If New Urban Development fails to remedy such default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, New Urban Development shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such properties, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by New Urban Development. The County retains such reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami- Dade County.

10. No earlier than at Financial Closing, New Urban Development, LLC (the "Guarantor") agrees to execute a guaranty of completion (the "Completion Guaranty"), whereby the Guarantor guarantees to the County the completion of the construction of the housing described herein in the manner and within the timeframe set forth in paragraph 4 above, along with the payment of costs required for such completion of construction. The Completion Guaranty shall require that, in the event that New Urban Development fails to achieve such completion of construction as described herein, then Guarantor shall, if requested by the County, cause the completion of such construction substantially in accordance with the required plans and specifications.

11. All conditions and deed restrictions set forth herein shall run with the land for a period of thirty years from the date of recordation of this Deed, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish New Urban Development with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Oliver G. Gilbert, III, Chairman

Approved for legal sufficiency:

By: _____
Shannon D. Summerset
Assistant County Attorney

The foregoing was authorized by Resolution No. _____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 2024.

IN WITNESS WHEREOF, NEW URBAN DEVELOPMENT, LLC, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 2nd day of April, 2024, and it is hereby approved and accepted.

[Signature]
Witness/Attest

[Signature]
Witness/Attest

By: [Signature]
Name: Oliver L. Gross
Title: Authorized Signatory

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 2nd day of April 2024, ~~2019~~, by Oliver L. Gross, as President of NEW URBAN DEVELOPMENT, LLC, a Florida limited liability company, and s/he () has produced N/A as identification or () is personally known to me.



[Signature]
Natacha Desamours
Notary of- State of FL
Commission Number: HH377970

EXHIBIT A

FOLIO NUMBERS

LEGAL DESCRIPTIONS

01-3125-028-0510	ST JAMES PK PB 3-65 P-1 AKA S100FT OF LOT 13 BLK 3
01-3125-028-0520	ST JAMES PK PB 3-65 N38.32FT OF LOT 13 & ALL LOT 14 BLK 3
01-3125-028-0530	ST JAMES PK 3-65 LOT 15 BLK 3
01-3125-028-0540	ST JAMES PK PB 3-65 LOT 16 BLK 3

EXHIBIT B
CDBG REPORTING FORM



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

GENERAL CDBG INTAKE ELIGIBILITY FORM

LIMITED INCOME (LMI) LIMITED CLIENTELE (LMC) / LIMITED JOBS (LMJ) / LIMITED HOUSING (LMH)

NAME:		PHONE:		
ADDRESS:		ZIP:		
Gender: ☐ Male ☐ Female		Ethnicity: ☐ Hispanic ☐ Not Hispanic		
Race (Please check the race category which applies to you):				
☐ White	☐ Black/African American	☐ American Indian/Alaskan Native		
☐ Asian	☐ Black/African American & White	☐ American Indian/Alaskan Native & White		
☐ Asian & White	☐ Native Hawaiian/Other Pacific Islander	☐ Other: Multi Racial		
☐ American Indian or Alaskan Native & Black/African American				
List Yourself and all Other Persons Occupying Home	Relationship	Gender	Age	Employed?
1.	Self			☐ Yes ☐ No
2.				☐ Yes ☐ No
3.				☐ Yes ☐ No
4.				☐ Yes ☐ No
5.				☐ Yes ☐ No
6.				☐ Yes ☐ No
7.				☐ Yes ☐ No
8.				☐ Yes ☐ No

INCOME VERIFICATION DATA

The assistance you receive is determined in part by the size of your household and your income. All income and assets will require verification before eligibility will be granted. Income includes all money coming into the household from all persons over 18 years old. Wages, salaries, tips, commissions; Self-employment income; Retirement, Survivor, or Disability pensions; Social Security or Railroad retirement; Supplemental Security Income, Aid to Families with Dependent Children (AFDC), Temporary Assistance to Needy Families (TANF), Food Stamps, or other public assistance, or public welfare programs; Interest, dividends, net rental income, or income from estates or trusts; and any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, alimony, and child support must be disclosed.

Household Member	Source of Income	Gross Monthly Amount Received
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

Income Eligibility Acceptable Documentation: Copy of Pay Stubs (from previous employer), Aid to Families with Dependent Children (AFDC) or Temporary Assistance to Needy Families (TANF) Official Printout/letter, Food Stamp Official Printout/letter, Letter confirming amount of unemployment benefits received, proof of child support or alimony, proof of SSA/SSI or Veteran's Benefits, or proof of retirement income. **MUST ATTACH A COPY OF DOCUMENTS - NO EXCEPTIONS.**

I, the undersigned applicant, do hereby authorize _____ to verify my personal records, including wages, pensions, and investments. It is understood that this authorization is granted for the sole purpose of certifying my eligibility for federal financial assistance, and that all information acquired in this regard will remain confidential.

BY MY SIGNATURE, I ACKNOWLEDGE THAT ALL INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I AM AWARE THAT IF I MAKE ANY WILLFUL FALSE STATEMENT IN THIS CERTIFICATION OR ANY OTHER DOCUMENTATION THAT I PROVIDE FOR PROGRAM ELIGIBILITY, I MAY BE PUNISHED WITH FINES OR IMPRISONMENT OF UP TO FIVE (5) YEARS, OR BOTH, UNDER SECTION 1001 OF TITLE 18, UNITED STATES CODE, AND I ALSO MAY BE SUBJECT TO CIVIL AND/OR ADMINISTRATIVE PENALTIES AND SANCTIONS.

Signature of Applicant

Date





**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
GENERAL CDBG INTAKE ELIGIBILITY FORM**

CDBG INCOME ELIGIBILITY	24 CFR 570.208	
Activity classified under family size and income	24 CFR 570.208(a)(2)(i)(B)	24 CFR 570.506(b)(3)(iii)
Activity is classified based on income eligibility requirements that restrict it exclusively to low- and moderate-income persons	24 CFR 570.208(a)(2)(i)(C)	24 CFR 570.506(b)(3)(iii)

DEFINITIONS / 24 CFR 570.3

Family means all persons living in the same household who are related by birth, marriage or adoption.

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Income. For the purpose of determining whether a family or household is low- and moderate-income under subpart C of this part, grantees may select any of the three definitions listed below for each activity, except that integrally related activities of the same type and qualifying under the same paragraph of 570.208(a) shall use the same definition of income. The option to choose a definition does not apply to activities that qualify under 570.208(a)(1) (Area benefit activities), except when the recipient carries out a survey under 570.208(a)(1)(vi). Activities qualifying under 570.208(a)(1) generally must use the area income data supplied to recipients by HUD. The **three definitions** are as follows:

(i) **Annual income as defined** under the Section 8 Housing Assistance Payments program at 24 CFR 813.106 (except that if the CDBG assistance being provided is homeowner rehabilitation under 570.202, the value of the homeowner's primary residence may be excluded from any calculation of Net Family Assets); or

Estimate the annual income of a family or household by projecting the prevailing rate of income of each person at the time assistance is provided for the individual, family, or household (as applicable).

Estimated annual income shall include income from all family or household members, as applicable. Income or asset enhancement derived from the CDBG-assisted activity shall not be considered in calculating estimated annual income.

Low- and moderate-income household means a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and moderate-income person means a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Low-income household means a household having an income equal to or less than the Section 8 very low-income limit established by HUD.

Low-income person means a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

INSTRUCTIONS FOR IMPLEMENTING AGENCY

You must first seek third party verification. This is a verification that is received directly from the source of income. The request can be by mail, fax, or email. It must be clearly evidenced that it was received from the source.

FY 2019 INCOME LIMITS Effective April 24, 2019

Area Median Income (AMI): \$54,900				Please check the appropriate family size and income.			
✓	Family Size	✓	Extremely Low (30% of Median)	✓	Very Low (50% of Median)	✓	Low (80% of Median)
☐	1	☐	\$17,800	☐	\$29,650	☐	\$47,450
☐	2	☐	\$20,350	☐	\$33,900	☐	\$54,200
☐	3	☐	\$22,900	☐	\$38,150	☐	\$61,000
☐	4	☐	\$25,750	☐	\$42,350	☐	\$67,750
☐	5	☐	\$30,170	☐	\$45,750	☐	\$73,200
☐	6	☐	\$34,590	☐	\$49,150	☐	\$78,600
☐	7	☐	\$39,010	☐	\$52,550	☐	\$84,050
☐	8	☐	\$43,430	☐	\$55,950	☐	\$89,450

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.



This material is available in an accessible format upon request.

CD/17/51712/N3