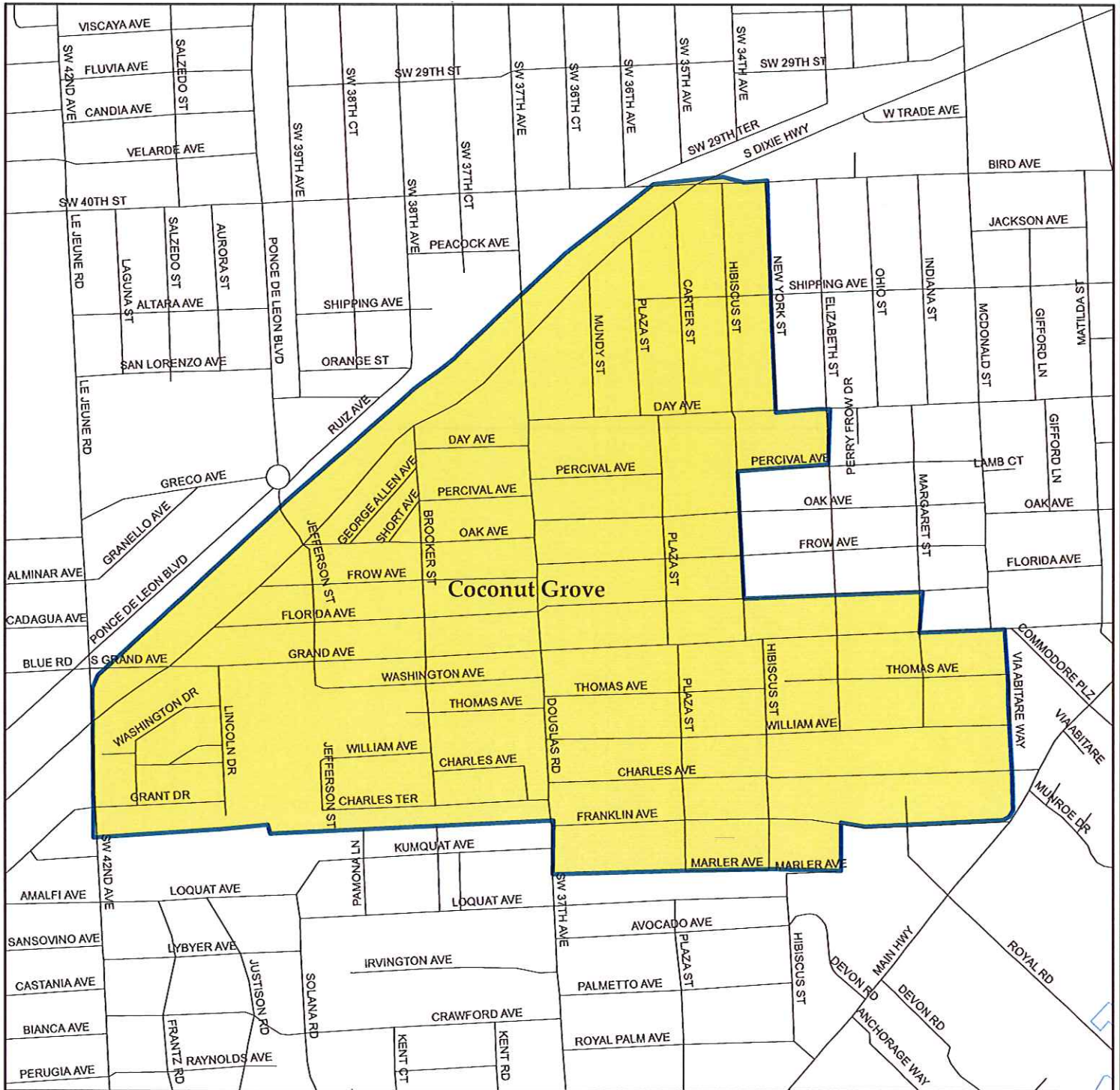


# **Attachment # 1**

## **Maps of Targeted Urban Areas**

# COCONUT GROVE TARGETED URBAN AREA

MIAMI- DADE COUNTY, FLORIDA



 TARGETED URBAN AREA

0 0.5  
Miles

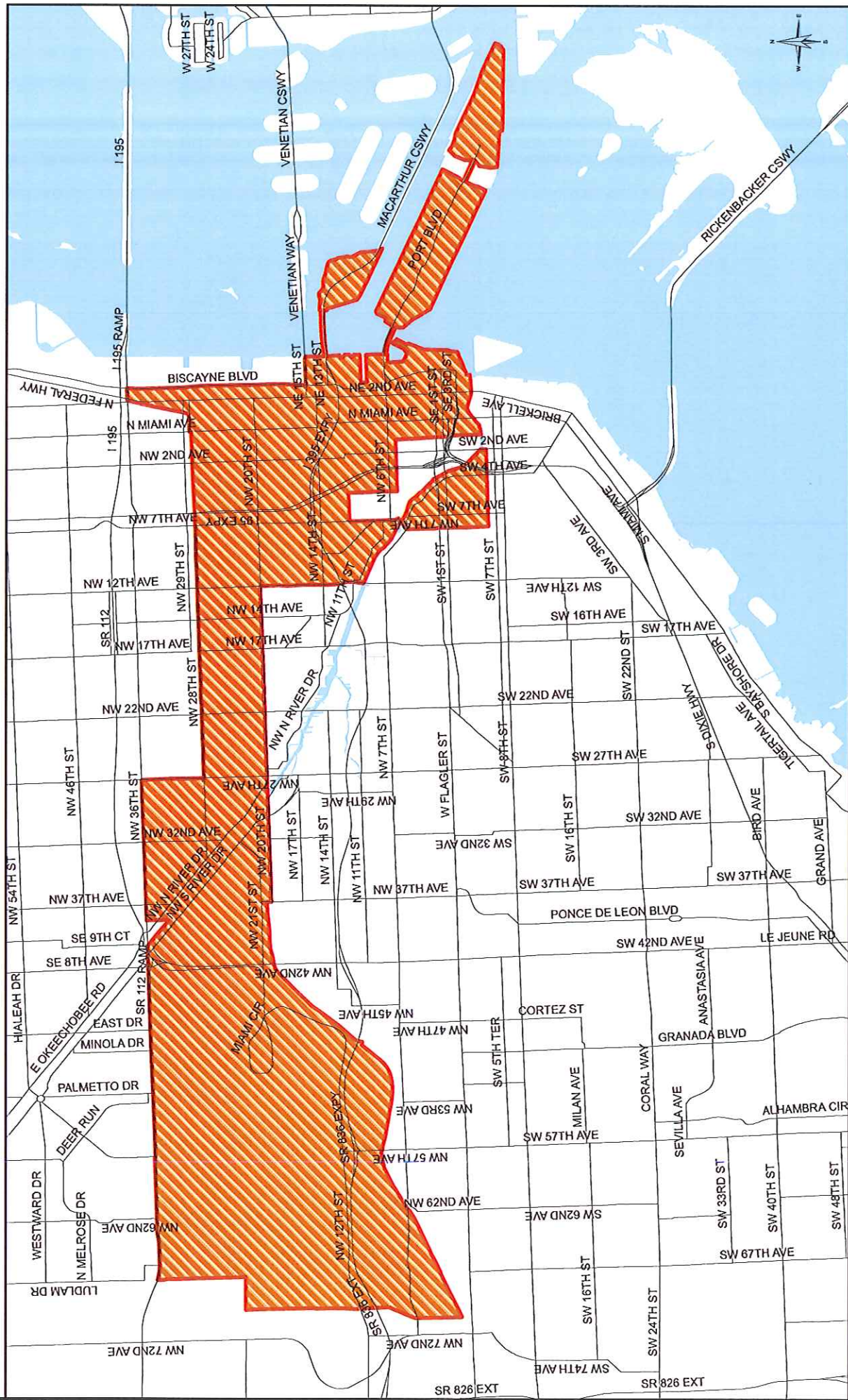


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**MIAMI-DADE COUNTY**  
DEPARTMENT OF PLANNING & ZONING  
PLANNING RESEARCH SECTION

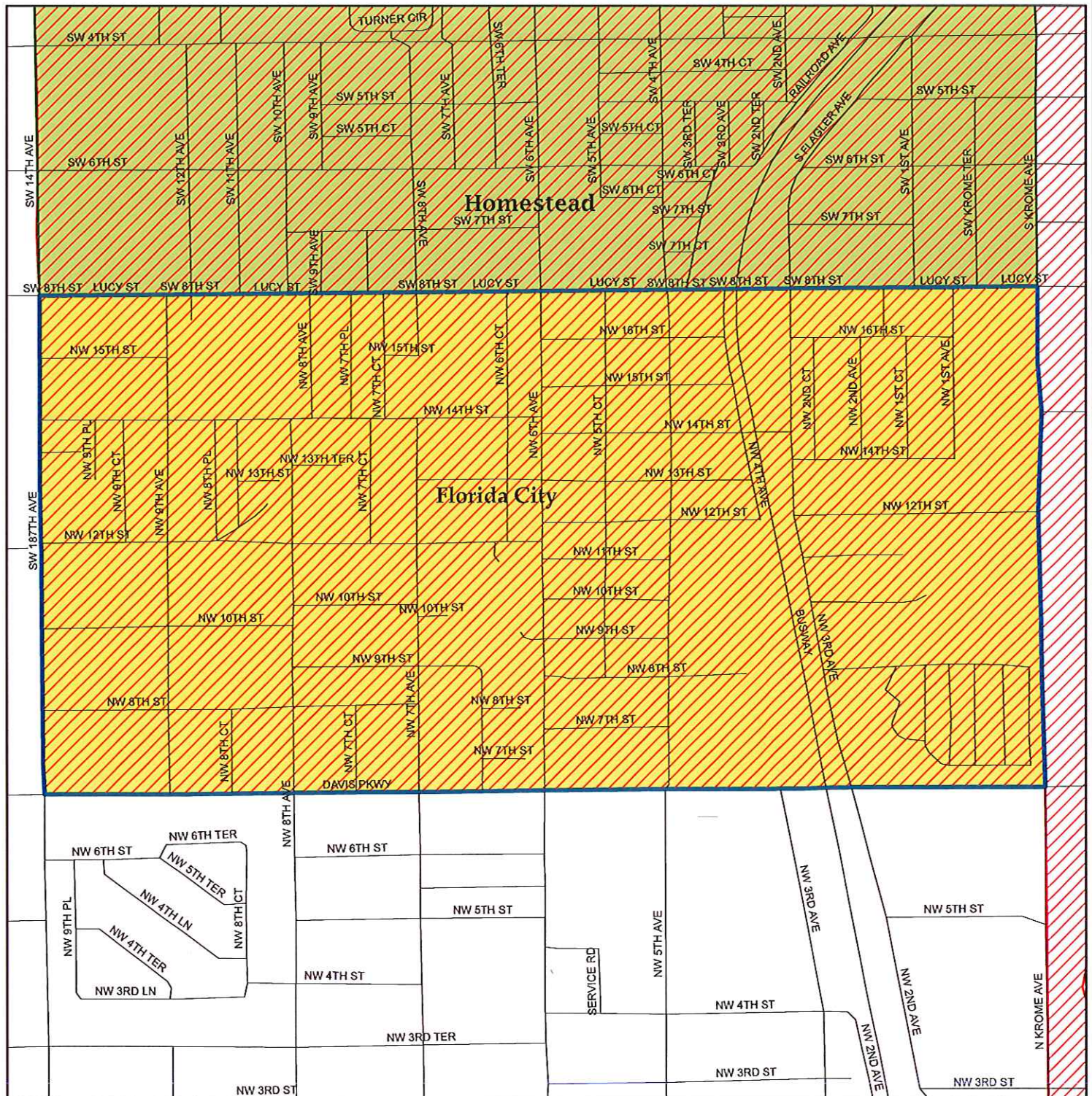


**CENTRAL EMPOWERMENT ZONE  
TARGETED URBAN AREA**





MIAMI- DADE COUNTY, FLORIDA

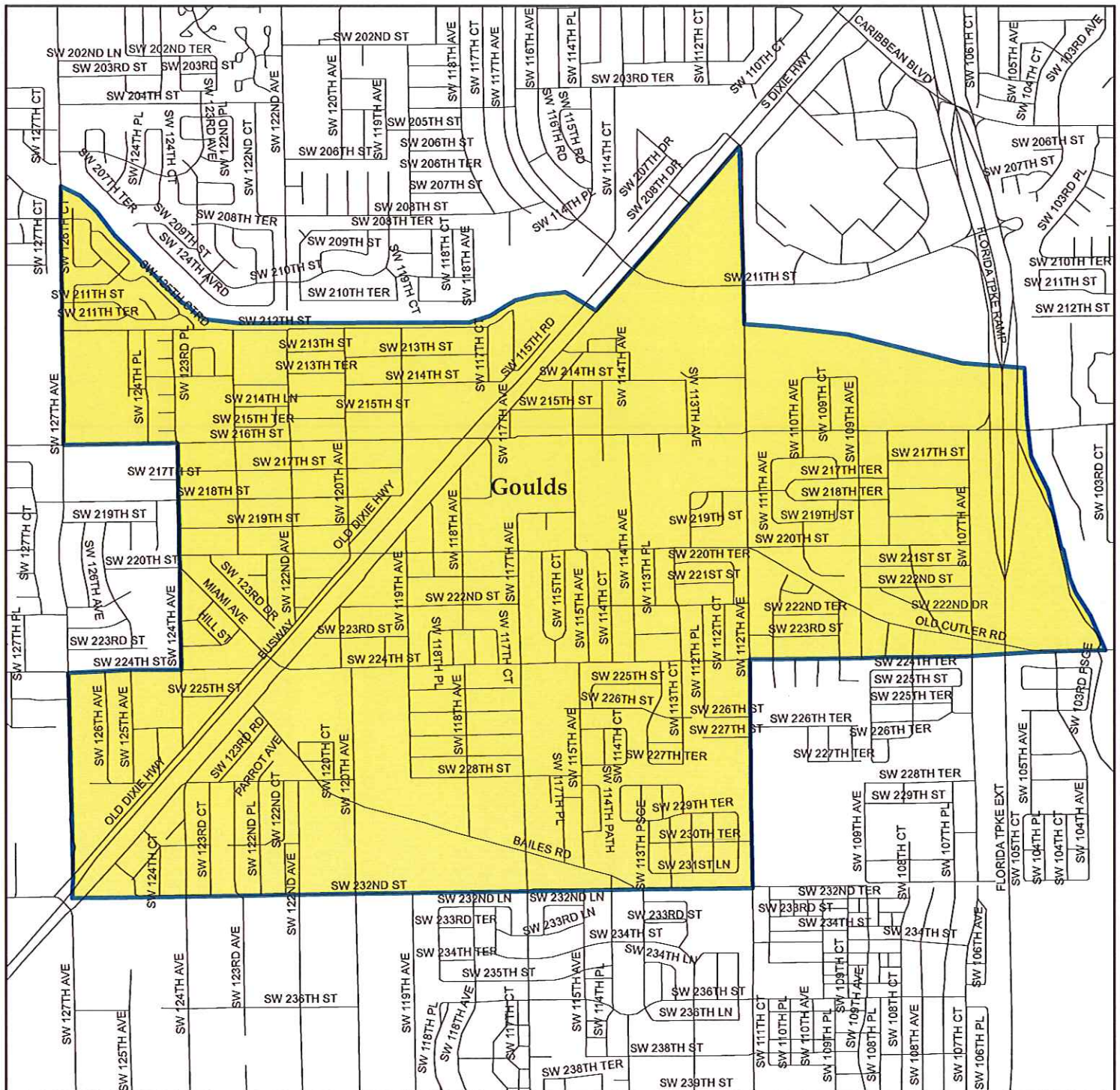
 TARGETED URBAN AREA EMPOWERMENT ZONE

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PLANNING RESEARCH SECTION



**GOULDS**  
**TARGETED URBAN AREA**  
**MIAMI- DADE COUNTY, FLORIDA**

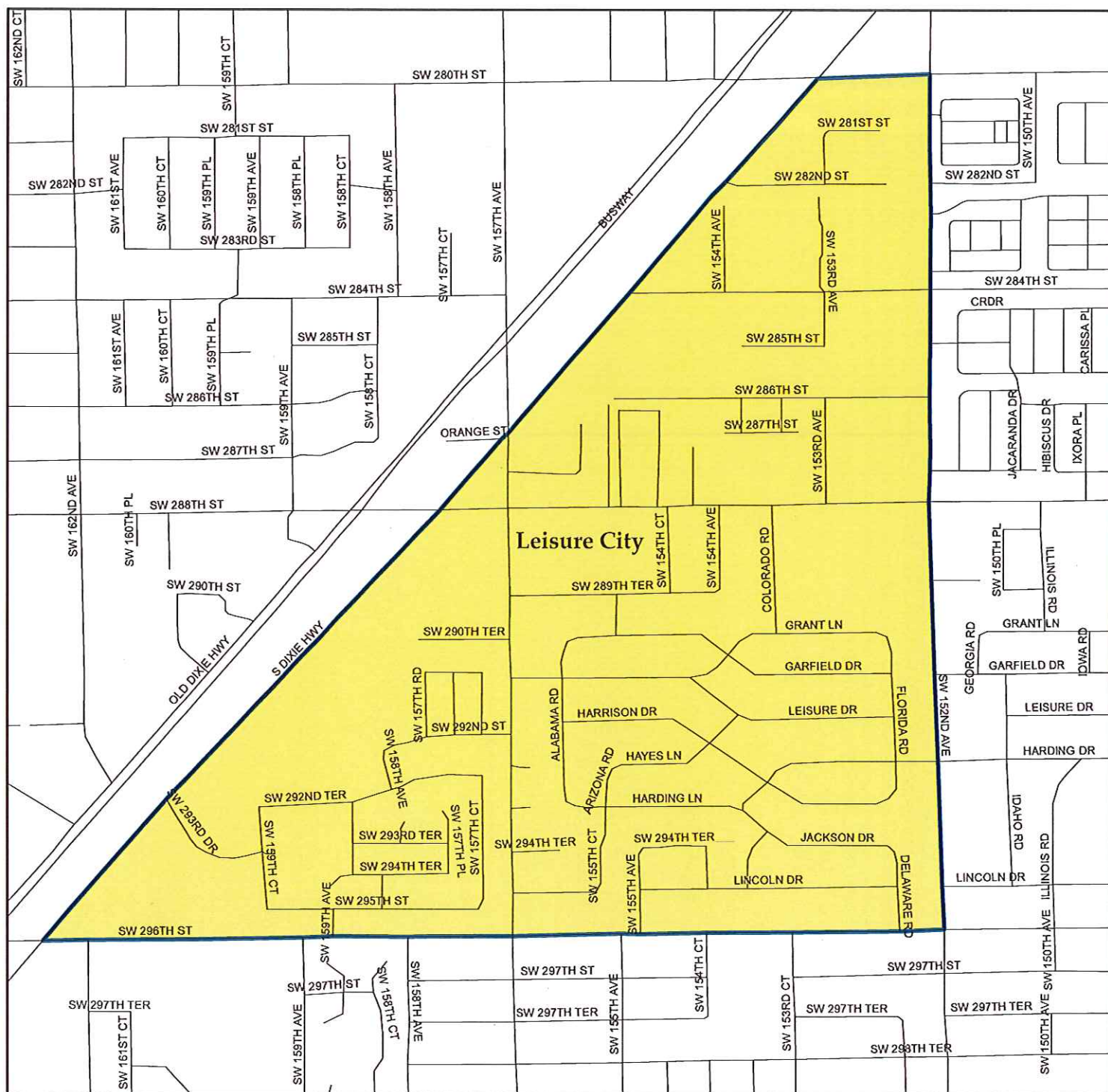
 TARGETED URBAN AREA





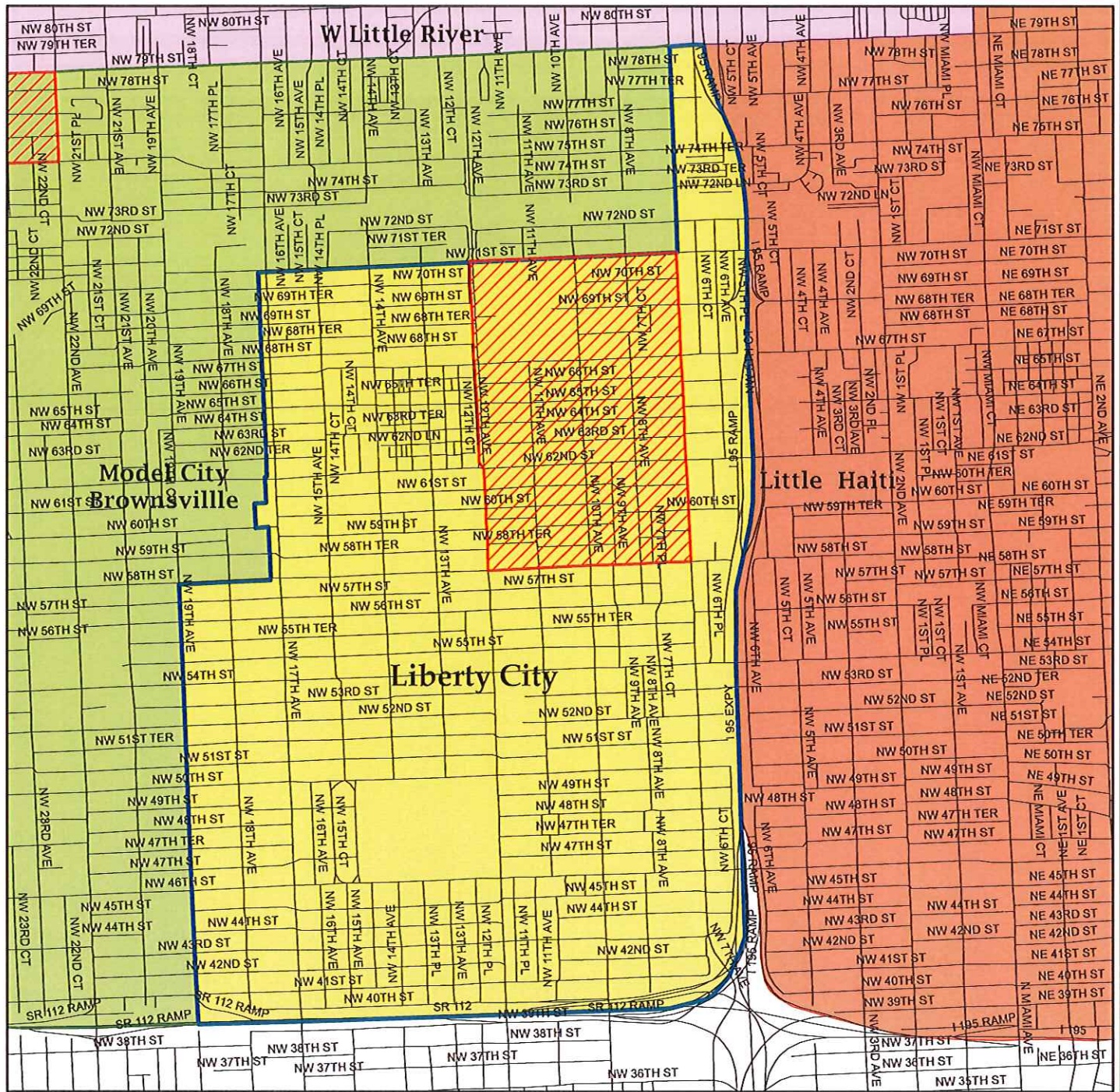


MIAMI- DADE COUNTY, FLORIDA

 TARGETED URBAN AREA



MIAMI- DADE COUNTY, FLORIDA

 TARGETED URBAN AREA

 EMPOWERMENT ZONE



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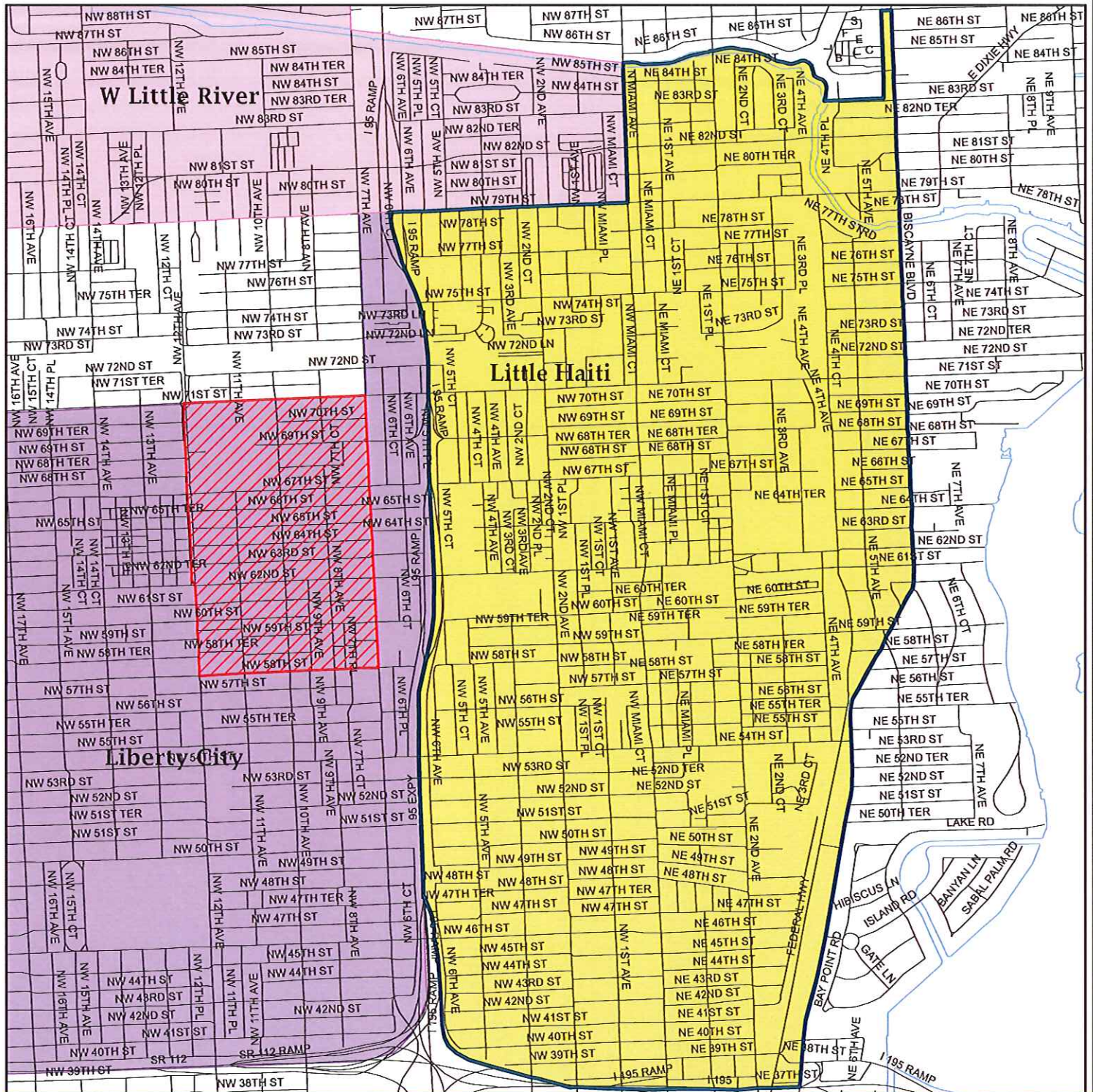
  
DEPARTMENT OF PLANNING & ZONING  
PLANNING RESEARCH SECTION



# LITTLE HAITI

## TARGETED URBAN AREA & EMPOWERMENT ZONE

### MIAMI- DADE COUNTY, FLORIDA



- TARGETED URBAN AREA
- EMPOWERMENT ZONE

0  1  
Miles



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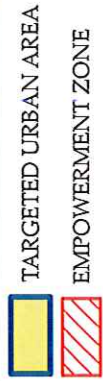
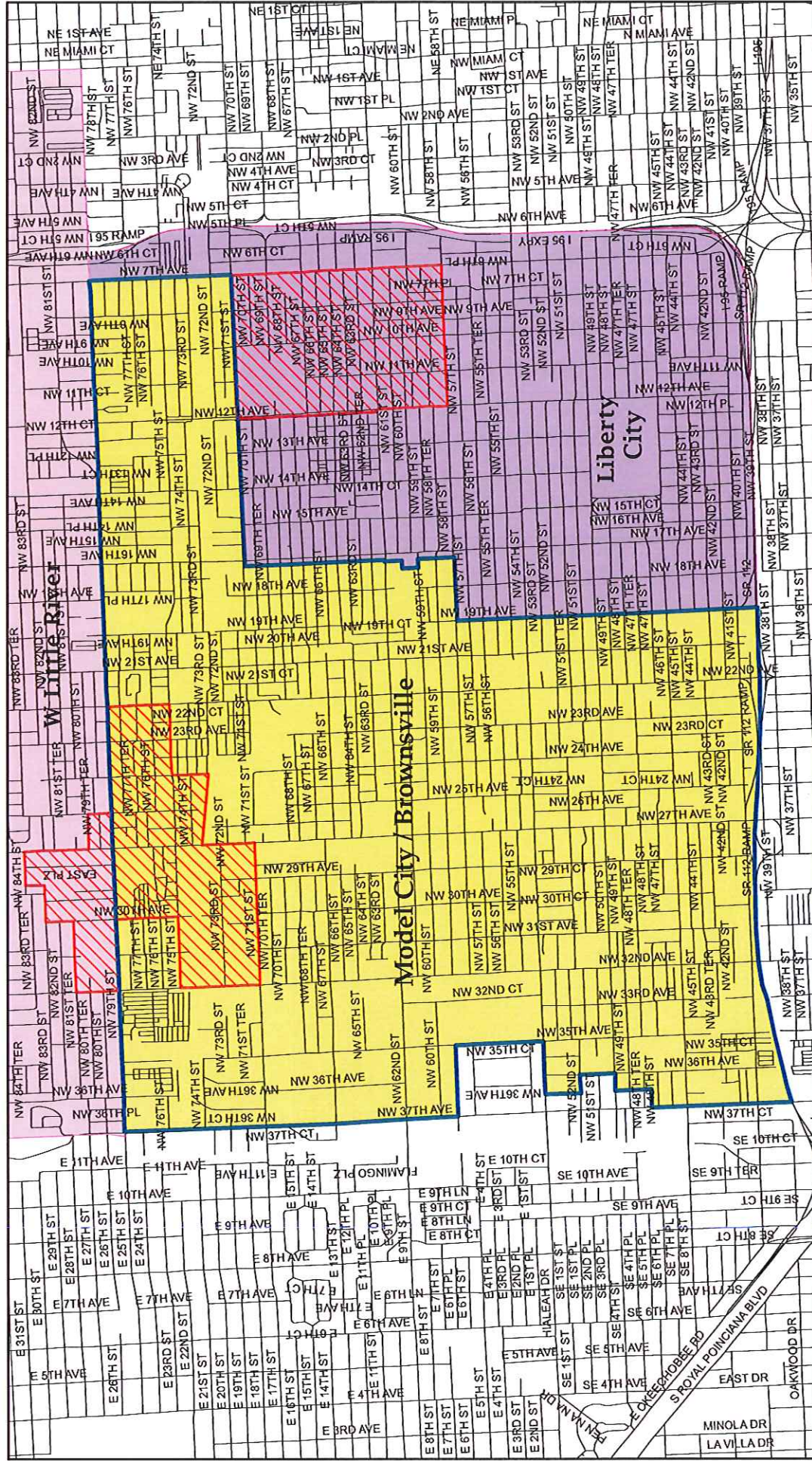


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# MODEL CITY / BROWNSVILLE TARGETED URBAN AREA & EMPOWERMENT ZONE

MIAMI-DADE COUNTY, FLORIDA

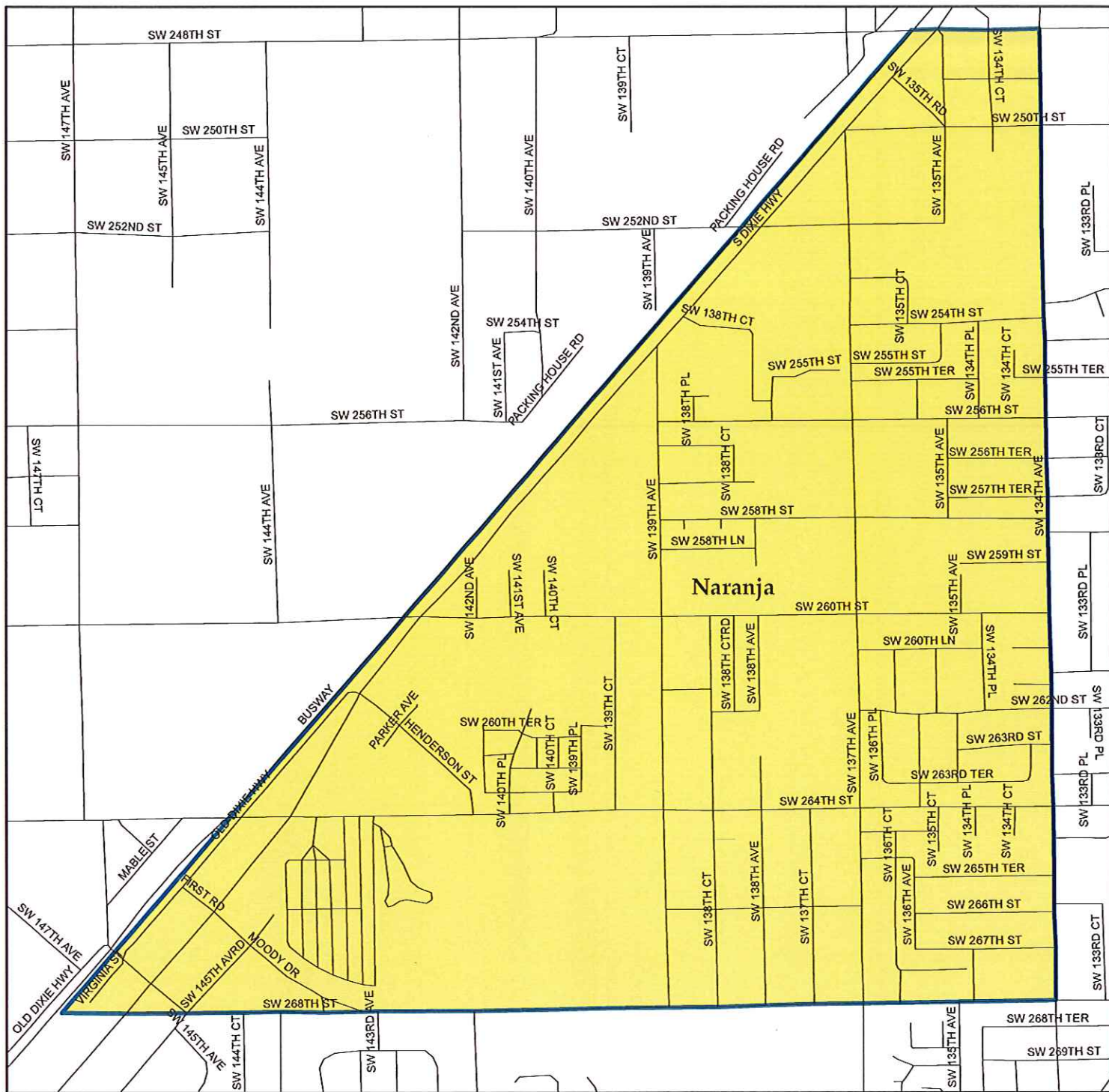
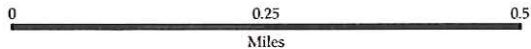


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**NARANJA  
TARGETED URBAN AREA  
MIAMI- DADE COUNTY, FLORIDA**

 TARGETED URBAN AREA

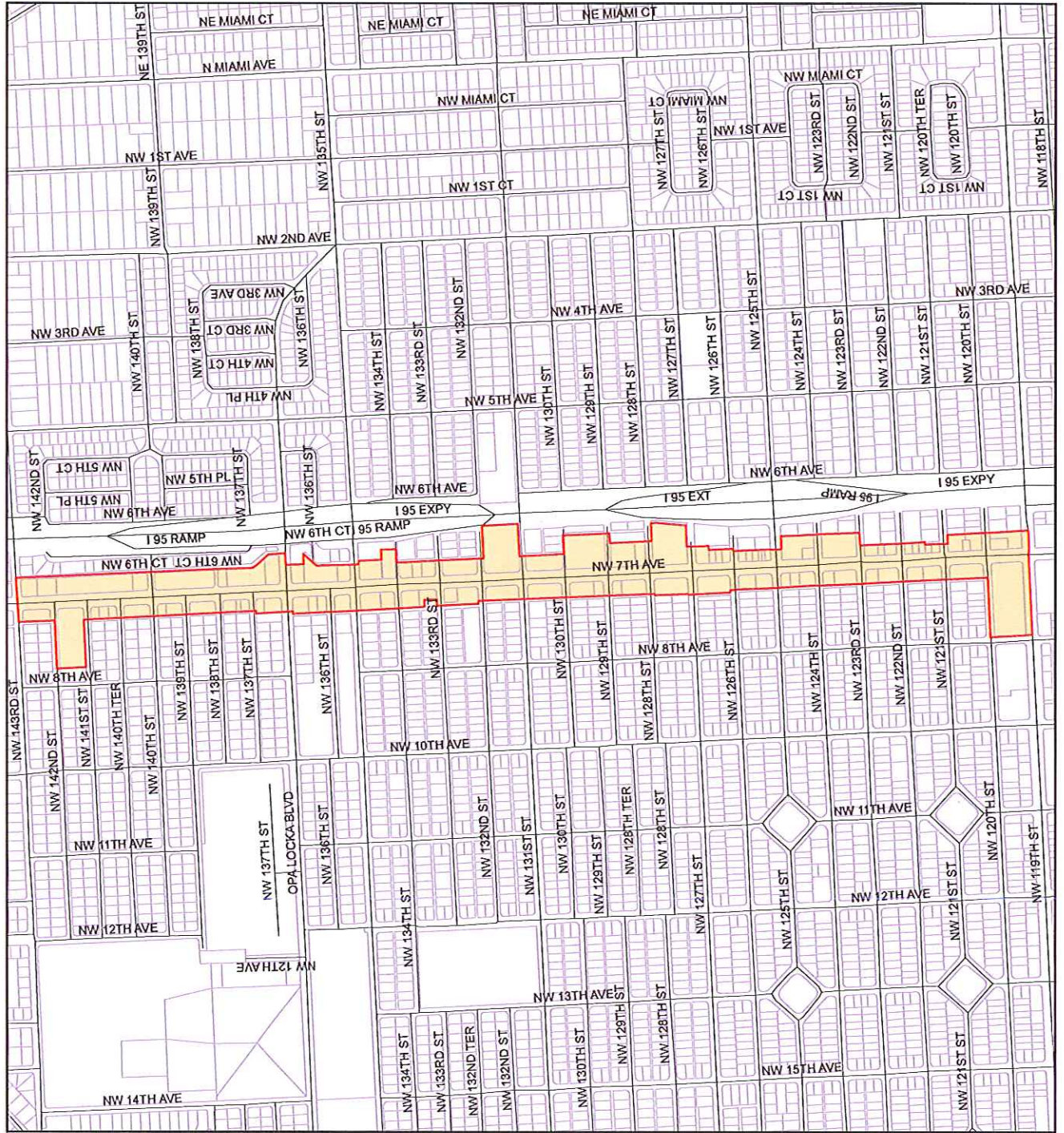
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[illegible]



# NORTH MIAMI 7th AVENUE DISTRICT TARGETED URBAN AREA



\* Includes all Parcels Fronting NW 7th Avenue  
from NW 119 Street to NW 143 Street  
Major Streets and Highways

0 1,320 2,640  
Feet

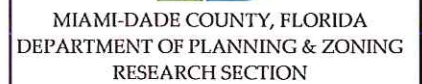
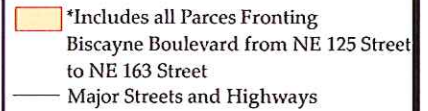


MIAMI-DADE COUNTY, FLORIDA  
DEPARTMENT OF PLANNING & ZONING  
RESEARCH SECTION

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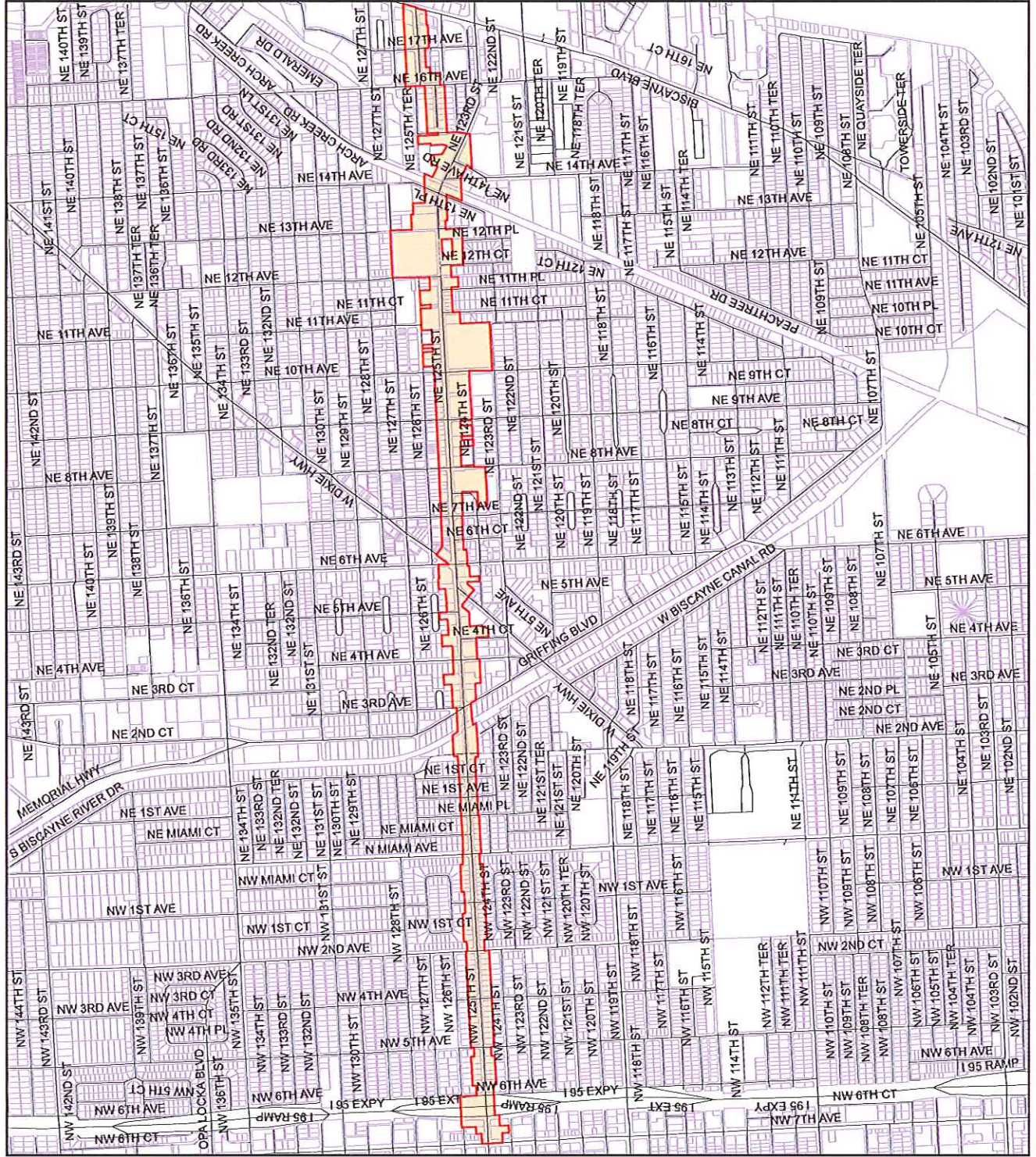
## TARGETED URBAN AREA



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# NORTH MIAMI DOWNTOWN DISTRICT TARGETED URBAN AREA



\* Includes all Parcels Fronting NE 125th Street  
from NW 7th Avenue to Biscayne Boulevard  
Major Streets and Highways



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# NORTH MIAMI WEST DIXIE HIGHWAY DISTRICT TARGETED URBAN AREA



\*Includes all Parcels Fronting West Dixie HWY  
from NE 6 Avenue 125 Street to  
NE 14 Avenue 143 street  
Major Streets and Highways

0 680 1,360  
Feet

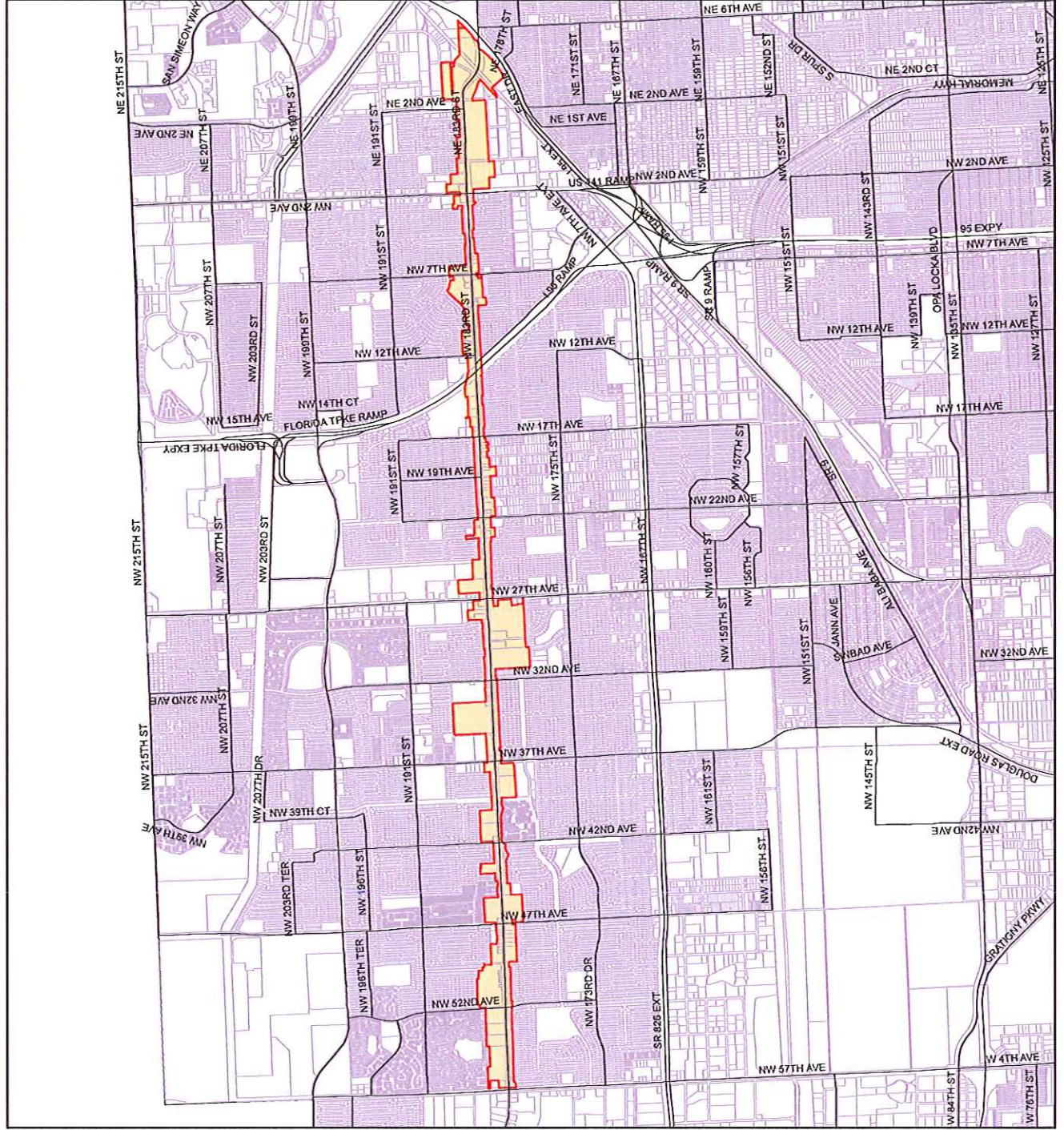


MIAMI-DADE COUNTY, FLORIDA  
DEPARTMENT OF PLANNING & ZONING  
RESEARCH SECTION

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# NORTHWEST 183rd STREET CORRIDOR TARGETED URBAN AREA



\* Includes all Parcels Fronting NW 183 Street.  
from NW 57 Avenue to NE 6th Avenue  
Major Streets and Highways

0 2,640 5,280 10,560  
Feet

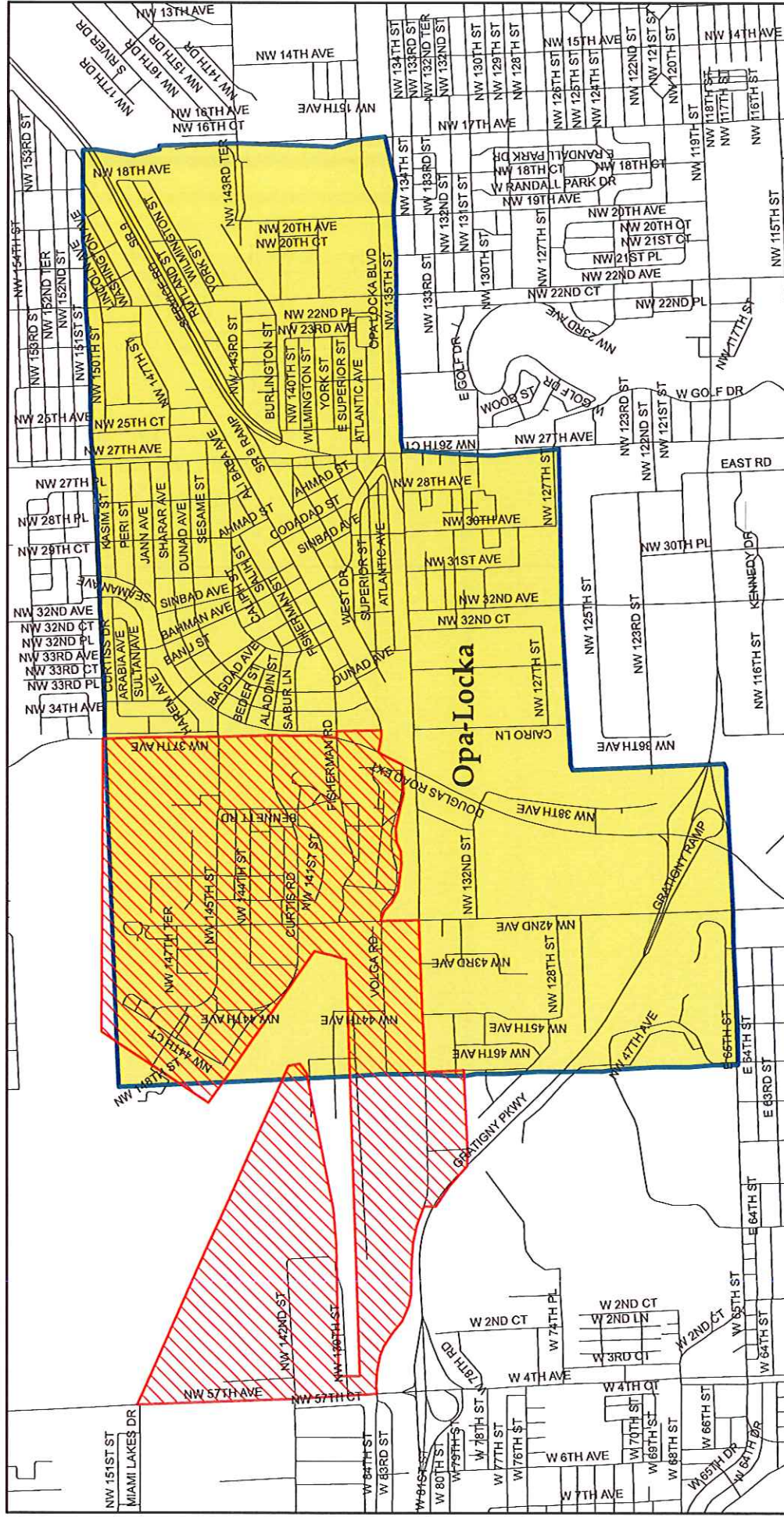


MIAMI-DADE COUNTY, FLORIDA  
DEPARTMENT OF PLANNING & ZONING  
RESEARCH SECTION

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MIAMI-DADE COUNTY, FLORIDA



## TARGETED URBAN AREA



## EMPOWERMENT ZONE

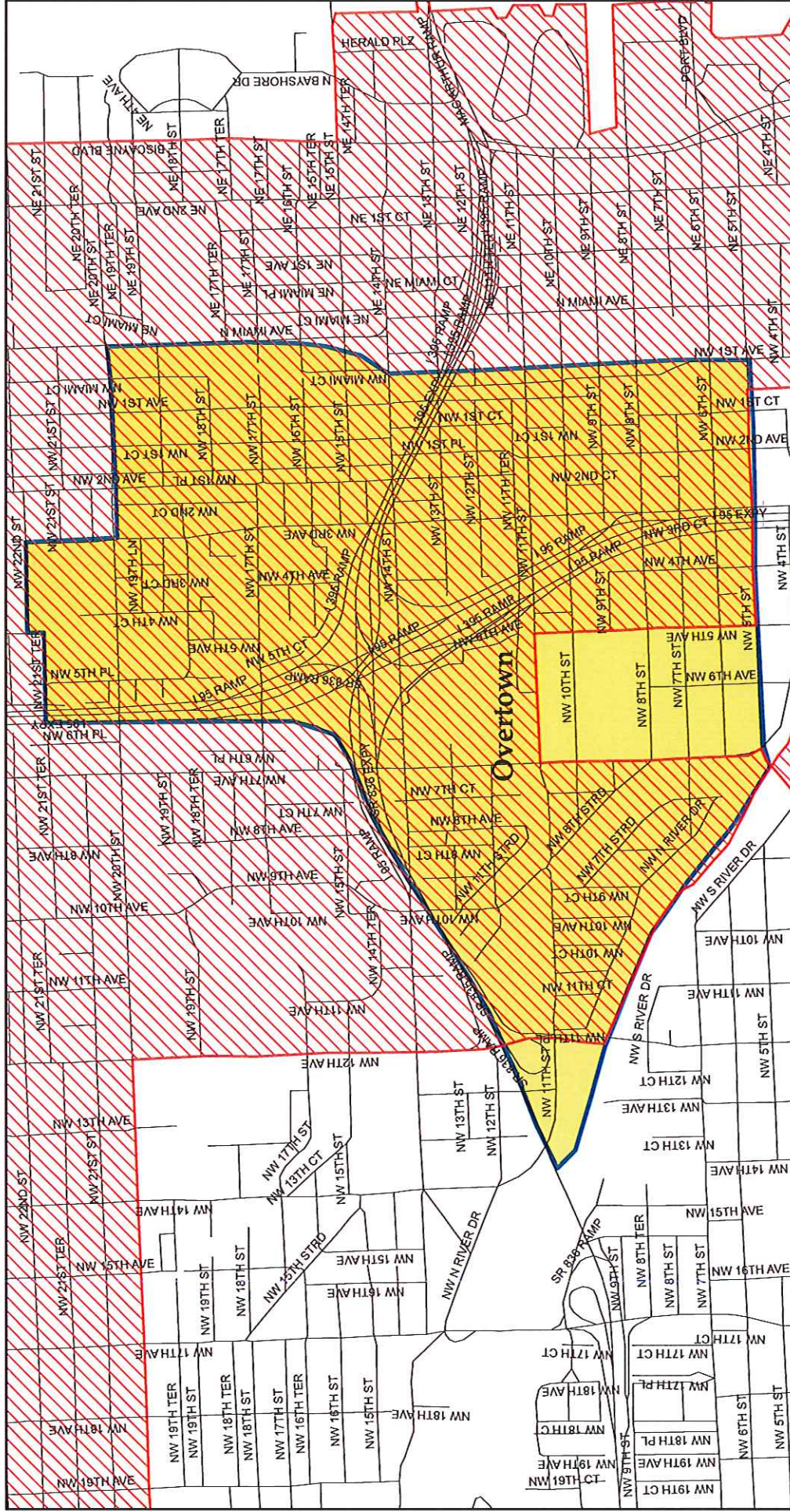
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# OVERTOWN TARGETED URBAN AREA & EMPOWERMENT ZONE

MIAMI-DADE COUNTY, FLORIDA



TARGETED URBAN AREA  
EMPOWERMENT ZONE



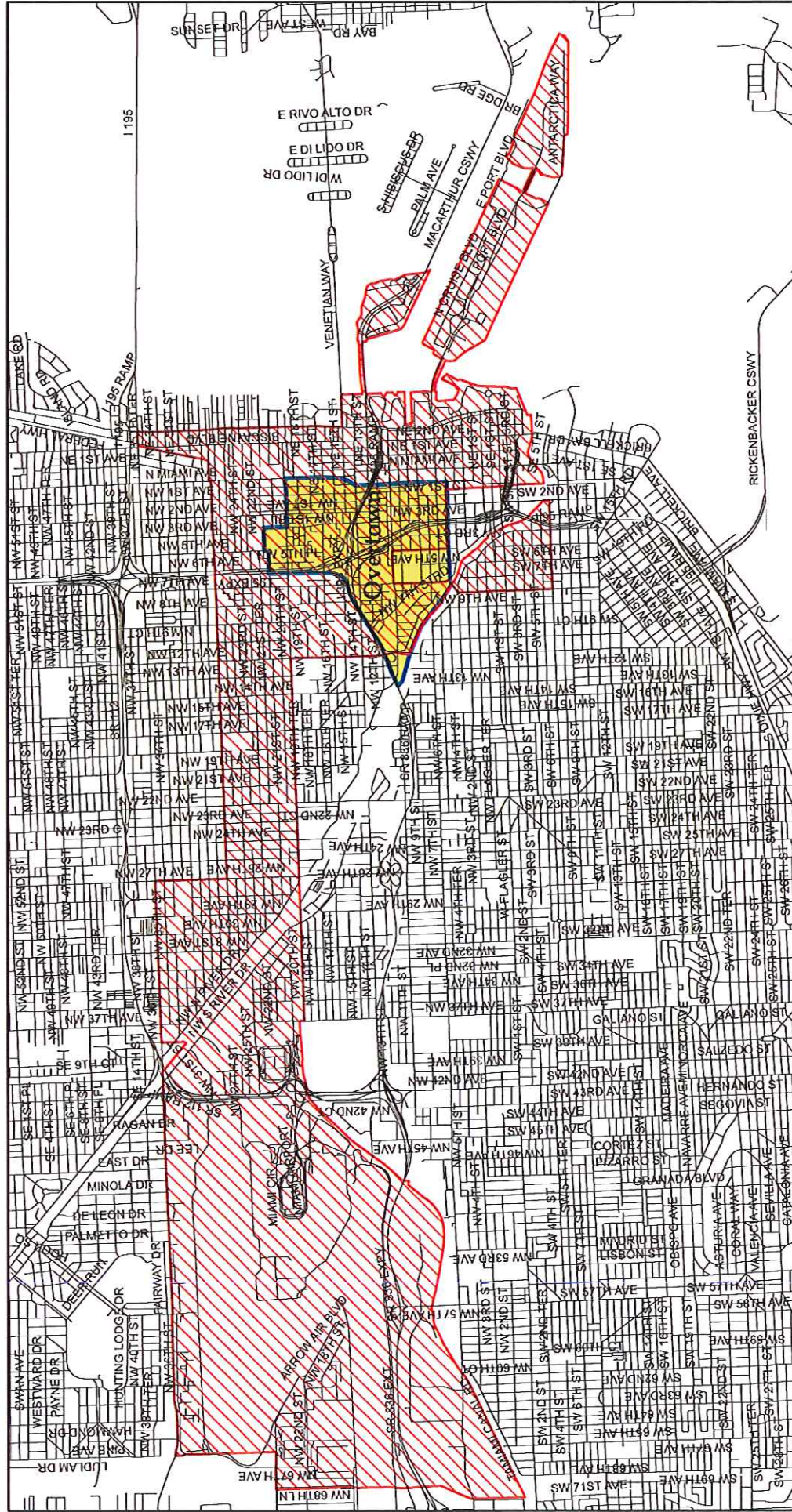
DEPARTMENT OF PLANNING & ZONING  
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# OVERTOWN TARGETED URBAN AREA & EMPOWERMENT ZONE

MIAMI-DADE COUNTY, FLORIDA



TARGETED URBAN AREA  
EMPOWERMENT ZONE

0 1 2 3  
Miles

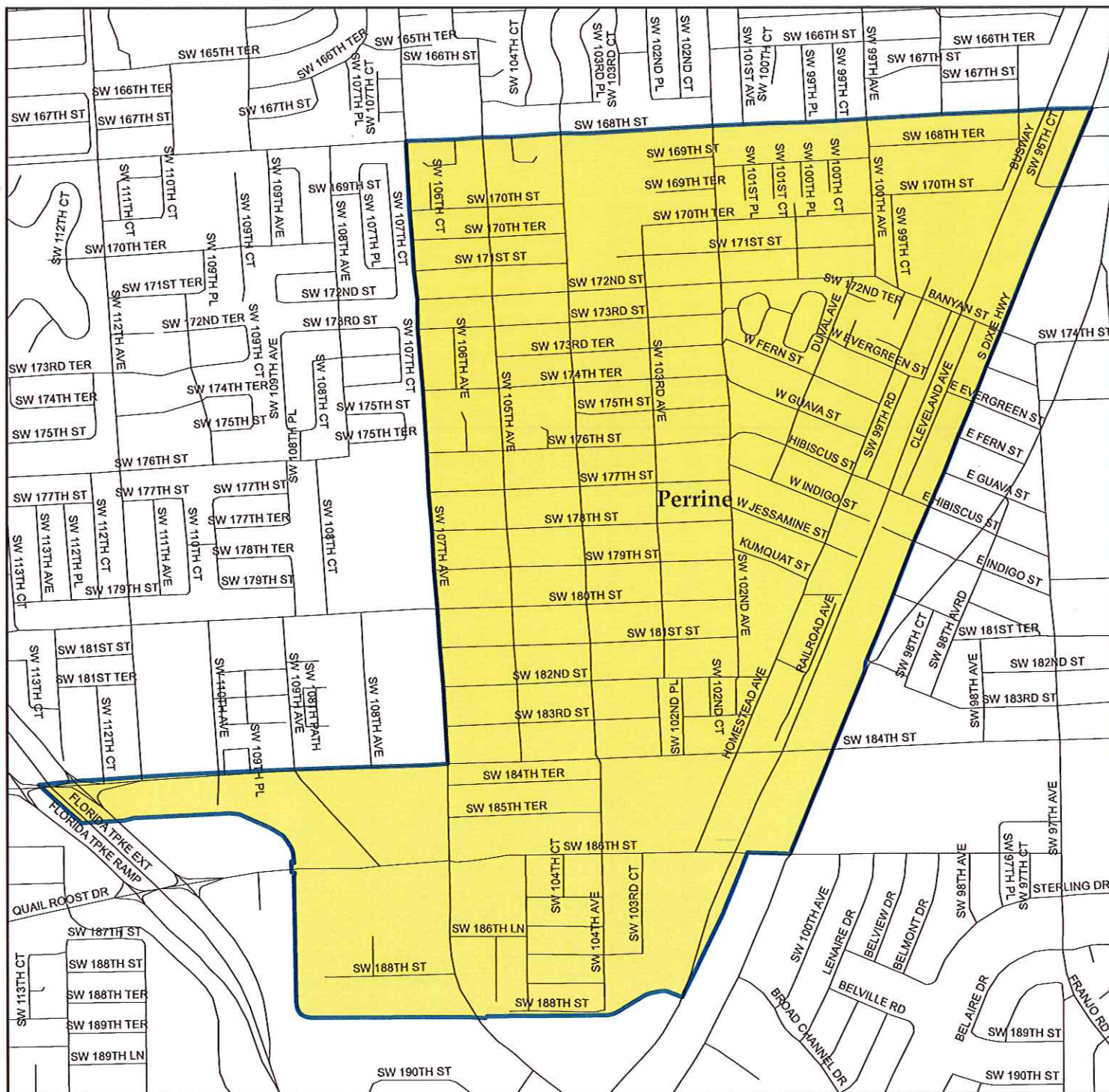
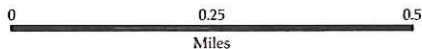


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## MIAMI- DADE COUNTY, FLORIDA

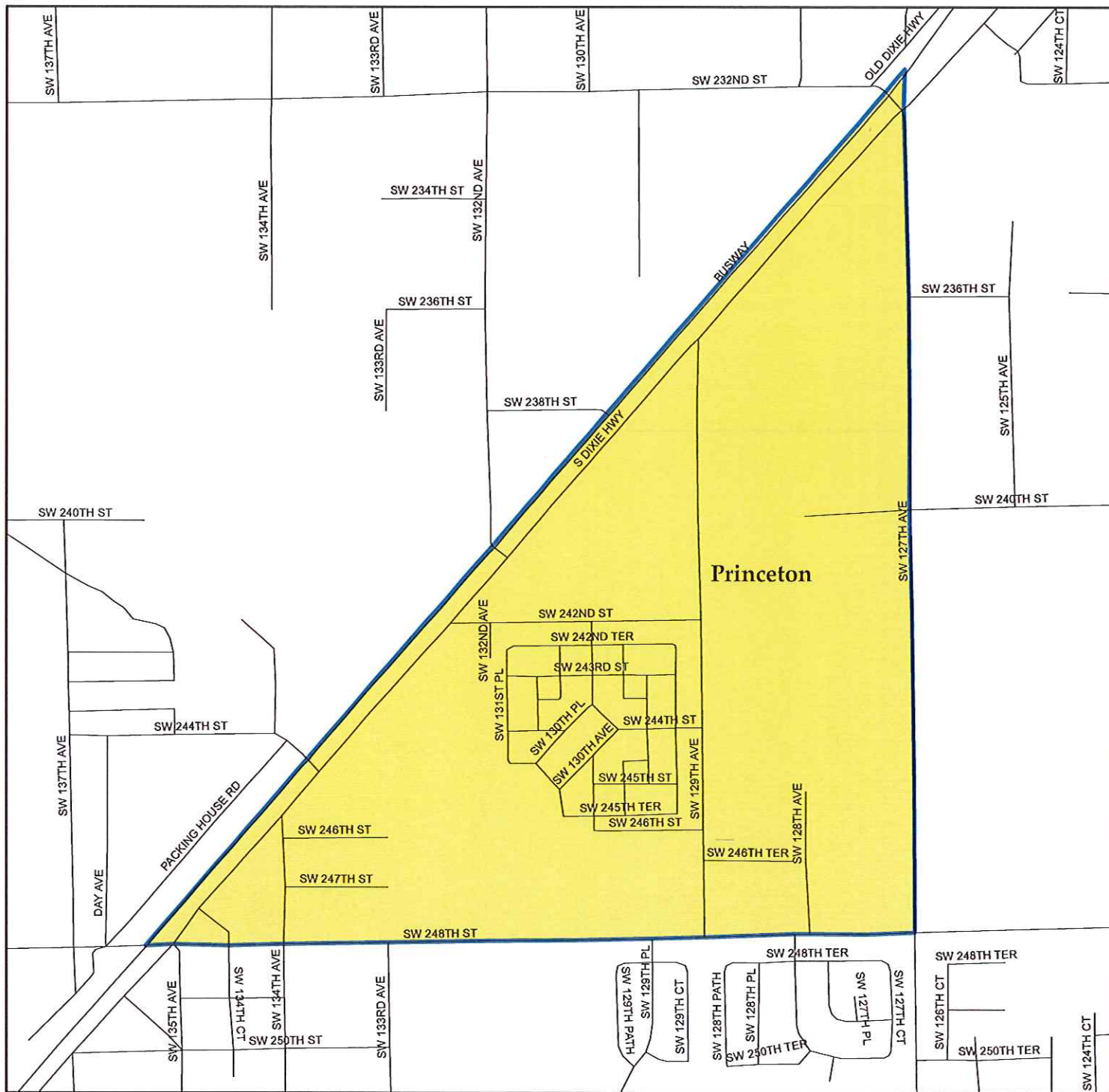
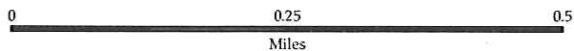
 TARGETED URBAN AREA

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PLANNING RESEARCH SECTION



**PRINCETON  
TARGETED URBAN AREA  
MIAMI- DADE COUNTY, FLORIDA**

 TARGETED URBAN AREA

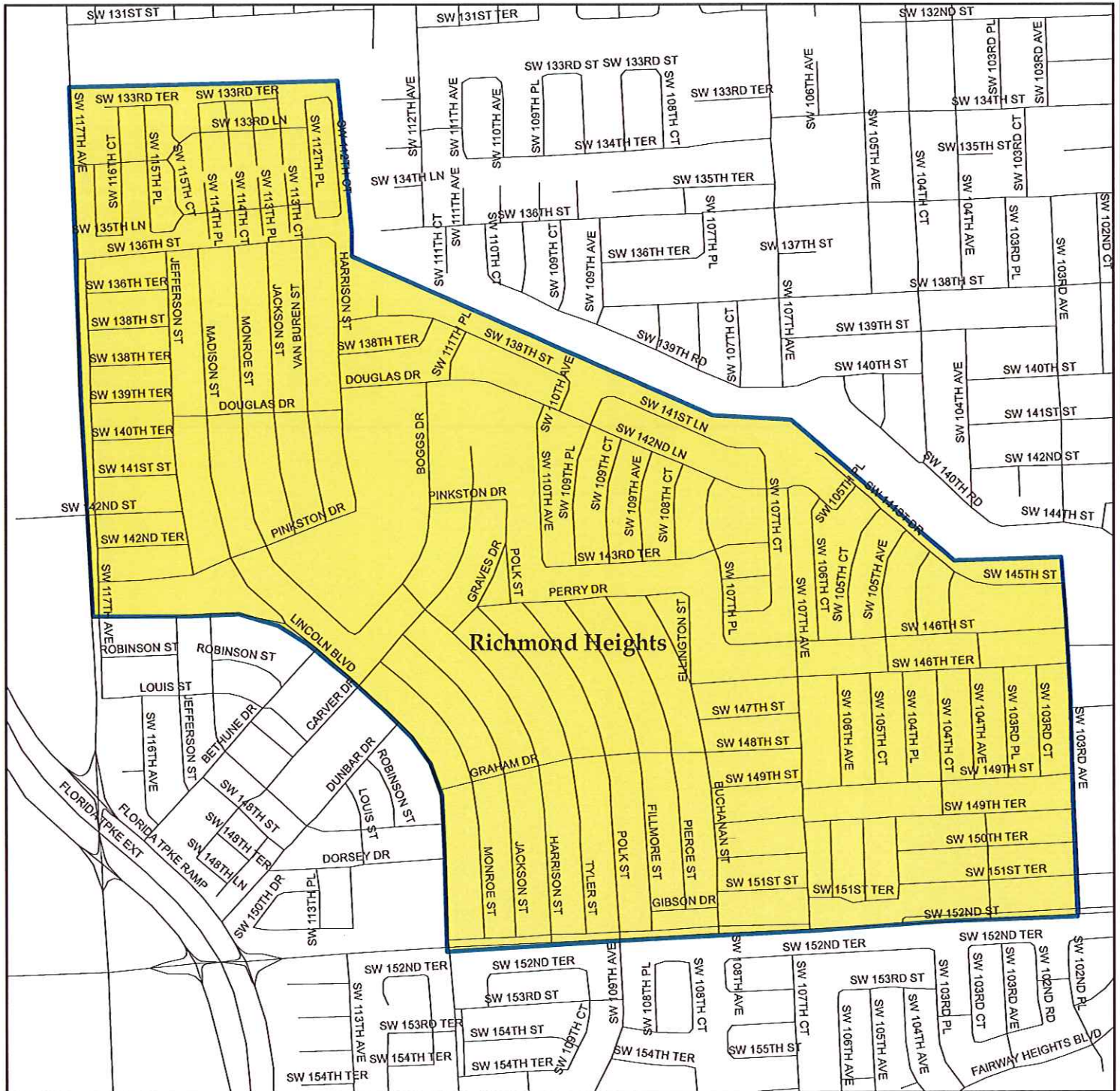
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# RICHMOND HEIGHTS TARGETED URBAN AREA

MIAMI- DADE COUNTY, FLORIDA



TARGETED URBAN AREA

0                      0.25                      0.5  
Miles

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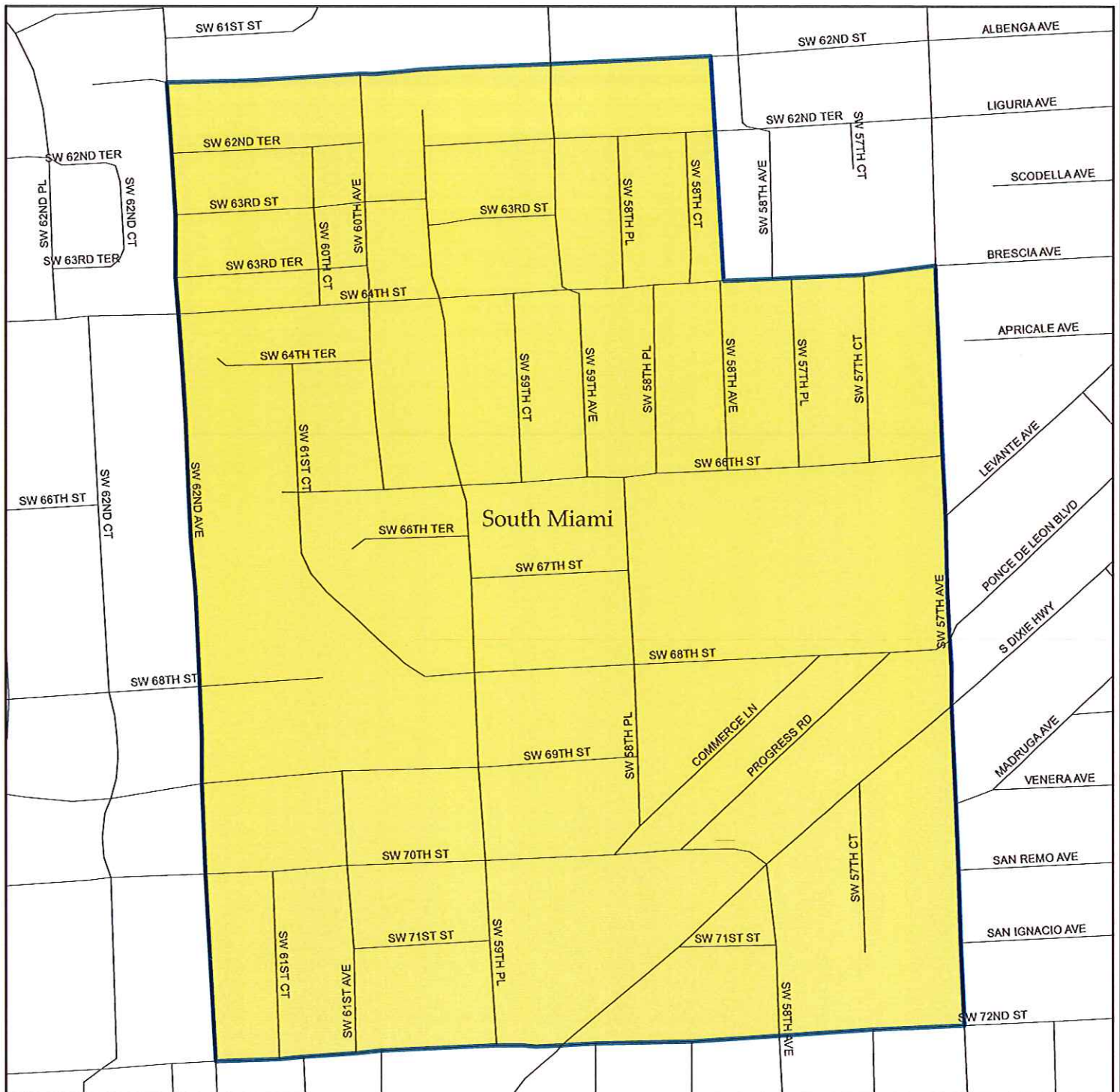








MIAMI- DADE COUNTY, FLORIDA

 TARGETED URBAN AREA

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MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE COUNTY, FLORIDA



A vertical scale bar labeled "Miles" with markings at 0 and 1.

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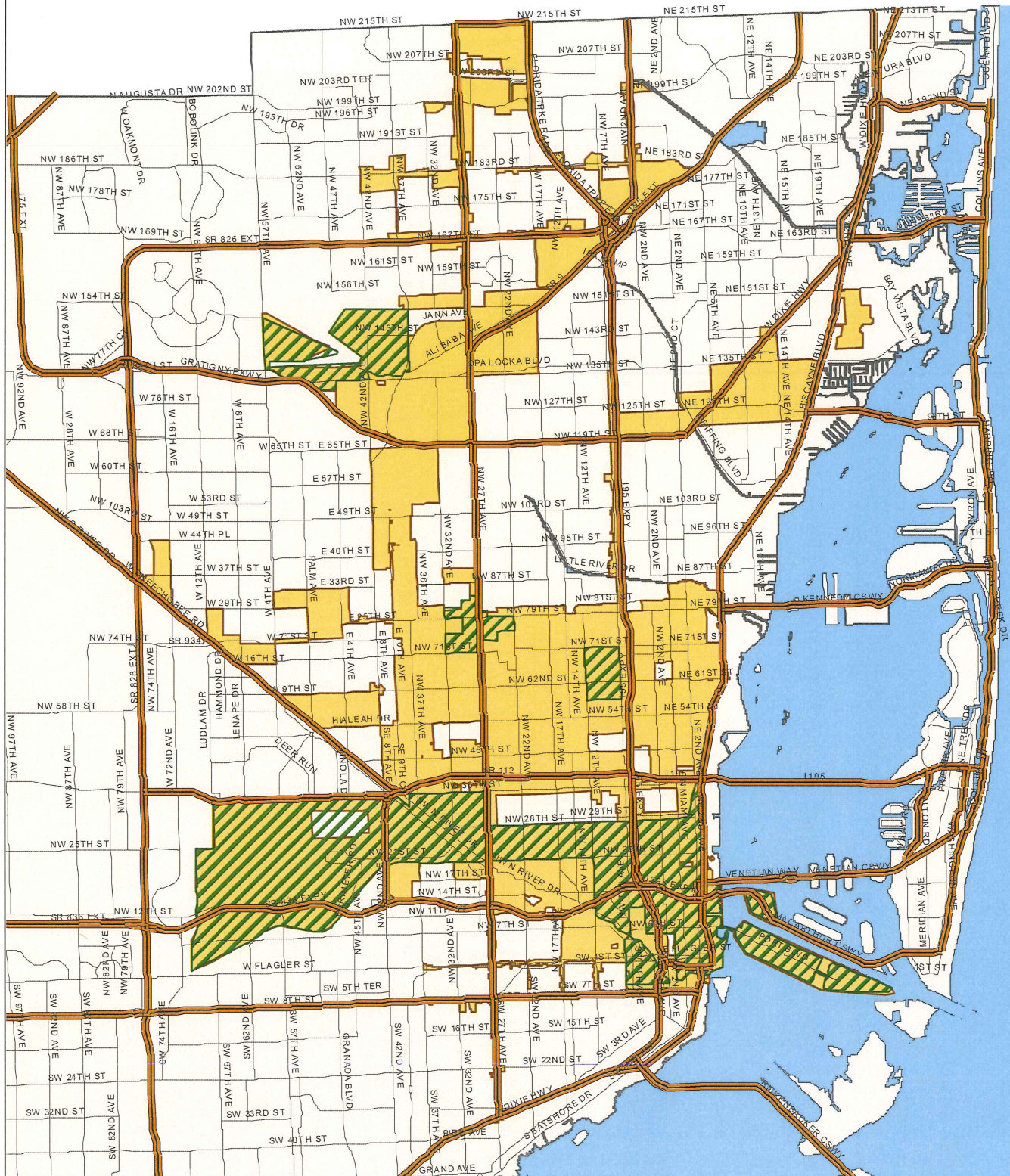
# **Attachment # 2**

## **Maps of State Enterprise Zones**



# Miami-Dade County

## Enterprise Zone Central



### Legend

- Central Enterprise Zone
- Empowerment Zone
- Highway
- Major Road

This map was prepared by the Miami-Dade County  
Enterprise Technology Services Department  
Geographic Information Systems (GIS) Division

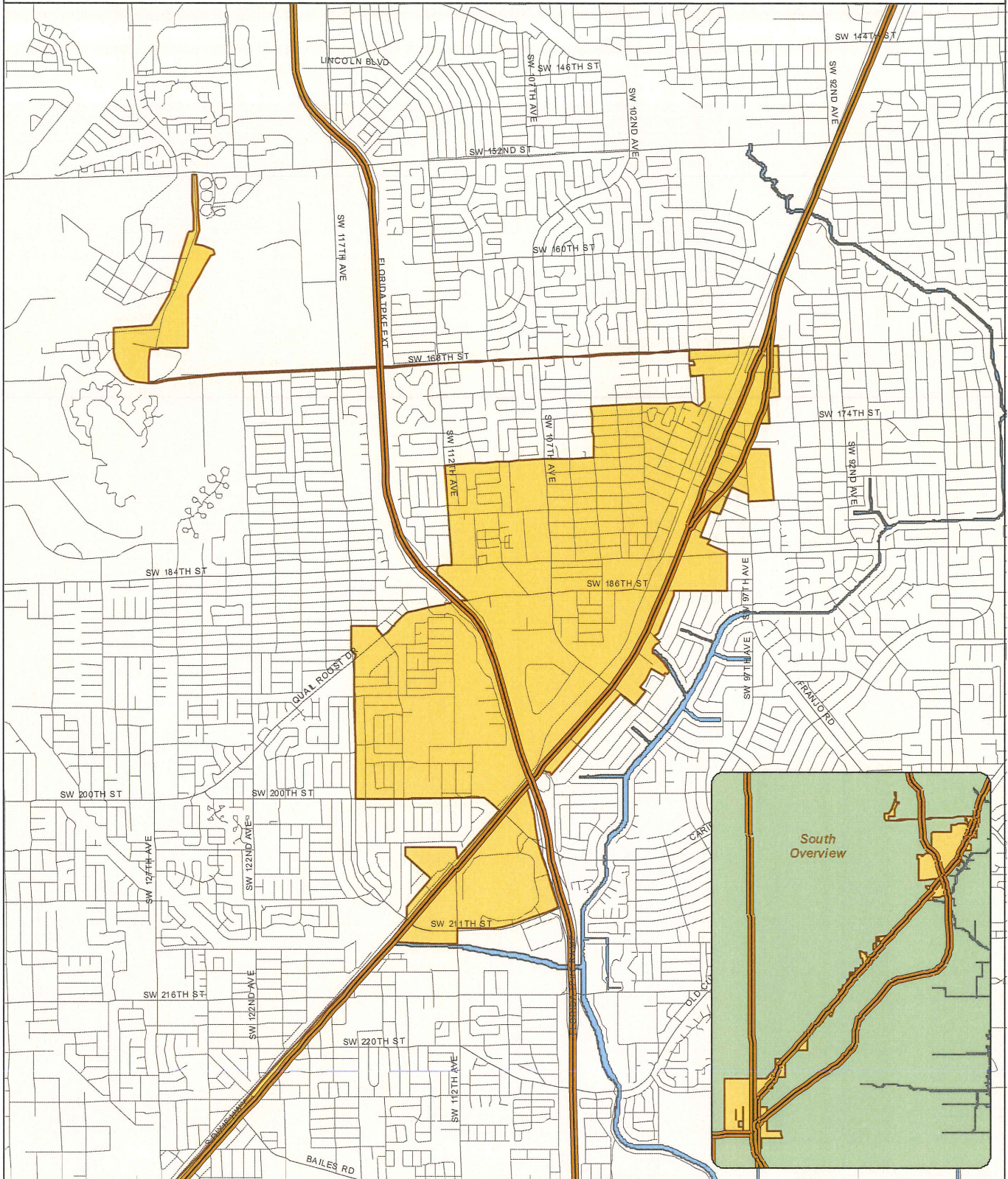


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# Miami-Dade County

Enterprise Zone  
Cutler Ridge/ Perrine



## Legend

- South Enterprise Zone
- Highway
- Major Road

0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

This map was prepared by the Miami-Dade County  
Enterprise Technology Services Department  
Geographic Information Systems (GIS) Division

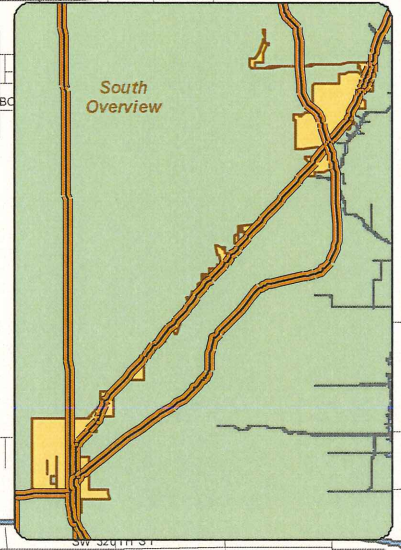
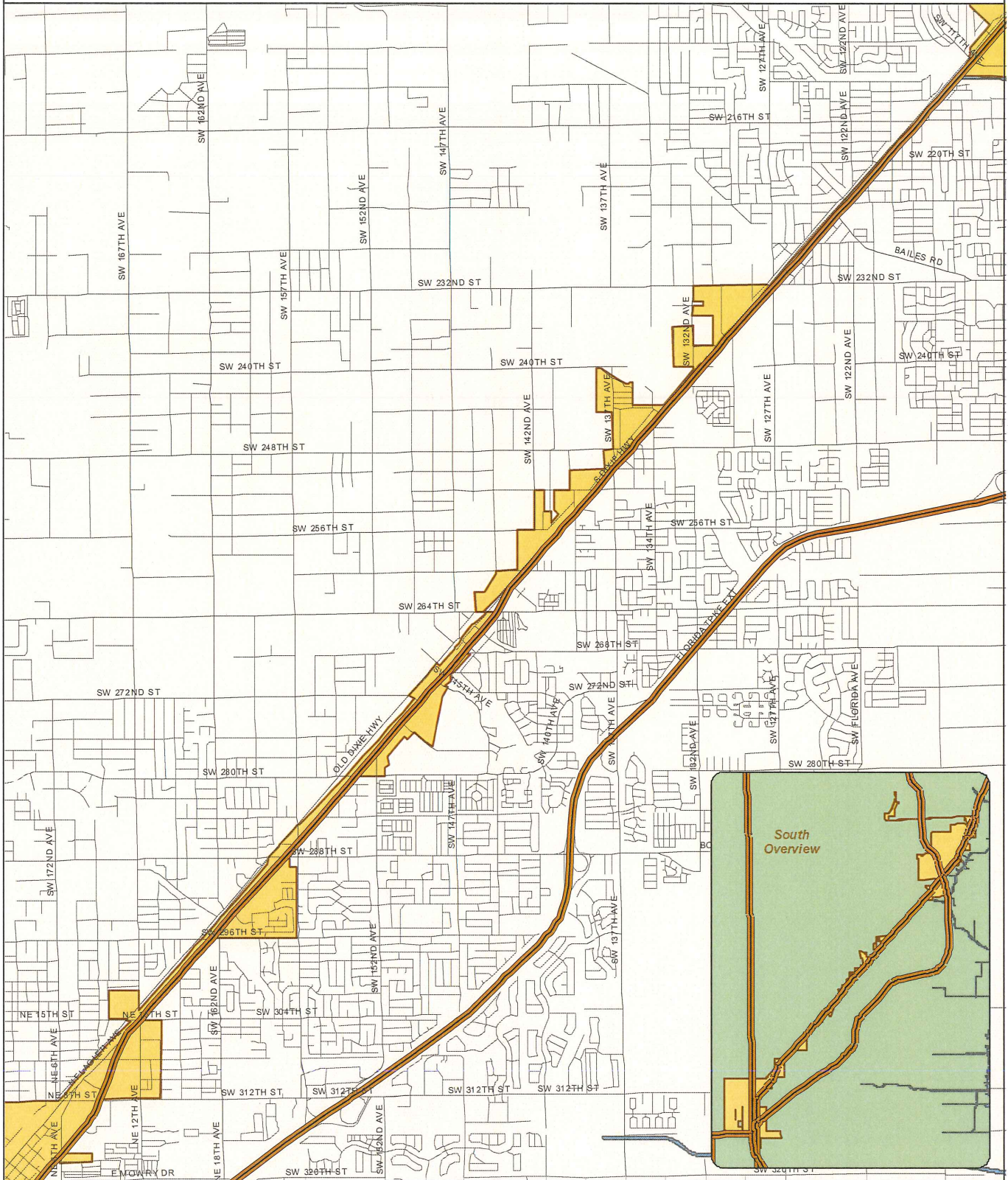


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# Miami-Dade County

Enterprise Zone  
 Could - Princeton/ Naranja



## Legend

- South Enterprise Zone
- Highway
- Major Road



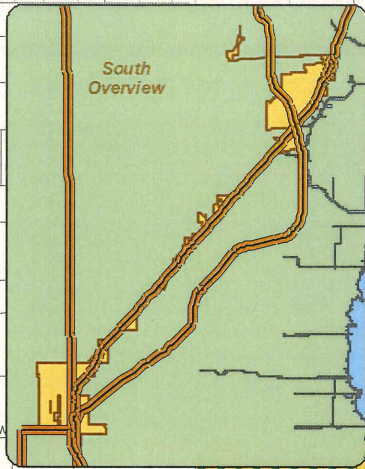
This map was prepared by the Miami-Dade County  
 Enterprise Technology Services Department  
 Geographic Information Systems (GIS) Division





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Enterprise Zone  
Homestead/ Florida City



 South Enterprise Zone  
 Empowerment Zone

Highway  
Major Road



This map was prepared by the Miami Dade County  
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Geographic Information Systems (GIS) Division




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Enterprise Zone  
North Beach



### Legend

-  North Beach Enterprise Zone
  Highway  
 Major Road



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Enterprise Technology Services Department  
Geographic Information Systems (GIS) Division



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# Miami-Dade County

Enterprise Zone  
South Beach



## Legend

- Miami Beach Zone
- Highway
- Major Road



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Enterprise Technology Services Department  
Geographic Information Systems (GIS) Division



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# **Attachment # 3**

## **Contractual Job Agreement**





## PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

Attachment C-1

### AGREEMENT FOR FINANCIAL ASSISTANCE/TECHNICAL ASSISTANCE SERVICES FOR THE CREATION OF JOBS

In order to receive the various forms of Financial/Technical Assistance available through \_\_\_\_\_, businesses must enter into an Agreement to make "available" and to "document" the job creation for the benefit of low and moderate-income residents resulting from the technical assistance and/or financial assistance provided to your business.

Through this Agreement, you are committing your business operating under the name of \_\_\_\_\_ to:

- 1) Make available 51% of the resulting jobs to low- and moderate-income individuals.
- 2) Provide a list of the job titles of the permanent jobs expected to be created, which will be available to low/moderate-income individuals and which jobs require special skills or education and which are part-time, if any;
- 3) Provide a description of steps to be taken by your business to ensure that low- and moderate-income individuals receive first consideration for the jobs created;
- 4) Maintain a list of permanent jobs filled, available to low- and moderate-income individuals, and a brief description of the hiring process; and
- 5) Complete an annual report of all jobs created with names, income status, position titles, healthcare benefits, if any, and whether persons hired were unemployed at the time of hiring.

The applicant signing below understands the information in this Agreement, understands that \_\_\_\_\_ will not provide all the assistance requested by your business until action is executed.

\_\_\_\_\_  
(Agreed By) Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Duns Number – Required/Mandatory  
(To obtain a DUNS #, PLEASE CALL 1-866-705-5711)

\_\_\_\_\_  
Intake Office (Name of Agency)

\_\_\_\_\_  
Date

*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.

AMCD/\_\_\_/62112



# **Attachment # 4**

**Miami Dade County**

**FY 2013 -2017**

**Consolidated Plan**

**Priorities**



## MEMORANDUM

Agenda Item No. 8 (K) (1)

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**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** September 4, 2012

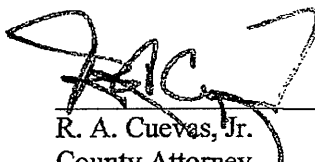
**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Resolution approving Miami-Dade County's FY 2013 – 2017 Consolidated Plan; authoring the County Mayor to submit the FY 2013 – 2017 Consolidated Plan to the U.S. Department of Housing & Urban Development

---

**This item was amended from the original version as stated on the County Mayor's memorandum.**

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

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/jls

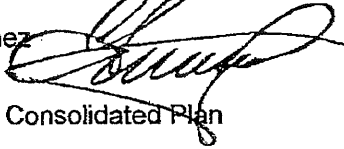


# Memorandum



Date: September 4, 2012

To: Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

From: Carlos A. Gimenez  
Mayor 

Subject: FY 2013 – 2017 Consolidated Plan

This item was amended at the July 11, 2012 Economic Development and Social Services Committee meeting to reflect the following changes: Commissioner Dennis C. Moss and Commissioner Jean Monestime amended the plan to include Goulds and Biscayne North as Neighborhood Revitalization Strategy Areas and an additional section was added as Section 7 in the Resolution to comply with the directives, as set forth in Resolution No. R-596-12.

## RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the FY 2013-2017 Consolidated Plan and Citizen's Participation Plan. It is also recommended that the Board authorize the County Mayor or County Mayor's designee to submit the FY 2013-2017 Consolidated Plan to the United States Department of Housing and Urban Development (U.S. HUD) by November 15, 2012. A copy of the FY 2013-2017 Consolidated Plan is included as Attachment 1. It is further recommended that the Board adopt a policy for allocation of Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) program funds in the FY 2013 Action Plan; as well as a composition of Neighborhood Revitalization Strategy Areas (NRSAs) for the next five years. It is also recommended that the BCC authorize the County Mayor or County Mayor's designee to approve the inclusion of State Housing Initiative Partnership (SHIP) and Documentary Stamp Surtax (SURTAX), and any other local, state or federal funds, which may become available in any Request for Application or other application process in accordance with policy set by the Board. It is recommended that the Board authorize the Mayor or the Mayor's designee to receive and expend grant funds, and to execute such contracts, agreements, Memoranda of Understanding (MOU), and amendments, after approval by the County Attorney, as required by program guidelines. It is also recommended that the Board authorize the Mayor or the Mayor's designee to apply for, receive, and expend additional funds that may become available during the term of the grant; to file and execute any amendments to the application for and on behalf of the County; and to exercise amendments, modifications, renewal, cancellation, and termination clauses of any contracts and agreements, subject to the approval of the County Attorney's Office.

## SCOPE

Miami-Dade County's (the County) proposed strategies for application of the County's annual award of CDBG, HOME, and ESG program funds, to address the needs of low-to-moderate income communities within the County's entitlement boundaries during the next five-year period, are reflected in Attachment 1.

## PURPOSE OF THE CONSOLIDATED PLAN

Miami-Dade County is required to submit a Consolidated Plan (the Plan) to U.S. HUD in accordance with the Consolidated Submissions for Community Planning and Development programs (24 CFR Parts 91.1 through 91.600). Public Housing and Community Development (PHCD), which is the County's lead agency for coordination of the Consolidated Plan, follows the rule of a single consolidated submission. The rule requires a single submission for the planning and application aspects of the following programs: CDBG, HOME, and ESG. The Housing Opportunities for People with AIDS (HOPWA) program is administered by the City of Miami, and therefore, is not addressed in this Plan. The subject Plan will cover a five-year period starting January 1, 2013 through December 31, 2017. The current five-year plan



(fourth revision), under which the County is operating, is for the period starting January 1, 2008 through December 31, 2012.

#### **OVERALL GOALS OF THE CONSOLIDATED PLAN**

There are four (4) overall goals of the County's community planning and development programs covered by the Plan:

1. Provide very low- to moderate-income households increased access to decent and affordable housing;
2. Expand economic opportunities to create and retain jobs through business development and/or expansion;
3. Provide adequate public facilities and capital improvements (primarily drainage, water and sewer and facility improvements) to benefit low- to moderate-income areas and residents; and
4. Provide access to essential public services.

The major components of the Consolidated Plan are:

- Housing and Homeless Needs Assessment
- Housing Market Analysis
- Community Development
- Non-Homeless Special Needs
- Citizen Participation Plan

#### **Housing and Homeless Needs Assessment**

The Housing and Homeless Needs Assessment includes estimated housing needs for the five-year period. In the preparation of this section, reliance was placed on 2010 U.S. Census and the American Community Survey data, along with demographic, housing and labor statistics maintained by the Department of Regulatory and Economic Resource (RER); Shimberg Center, Florida Bureau of Economic Research (University of Florida); and Claritas, Inc.

Additionally, the Miami-Dade County Homeless Trust and PHCD provided supplemental information on homeless and public housing-related needs. The category of affected beneficiaries included, extremely low-income, low-income, moderate-income and middle-income families, both renters and owners, the elderly, the homeless, and others with special needs. Other factors considered were the extent of overcrowding, as well as substandard housing suitable for rehabilitation and an analysis of the rent burden, defined as the percentage of household income spent for monthly rent or mortgage expenses.

#### **Housing Market Analysis**

The Housing Market Analysis presents significant characteristics of Miami-Dade County's housing market. It includes the evaluation of the supply, demand, condition and cost of housing, with a focus on low- to moderate-income households, as well as persons with disabilities or special needs. Areas with low-income or minority concentrations are also identified. Public and assisted housing is described, including physical condition, restoration and revitalization needs, and accessibility under Section 504 of the Rehabilitation Act of 1973. PHCD, as the local public housing authority, presents its strategy for improving the management and operation of public housing as well as the living environment of its residents. Public and assisted housing developments, homeless facilities, special needs facilities and services, and barriers to affordable housing are also inventoried.

#### **Community Development**

The Strategic Plan component of the FY 2013-2017 Consolidated Plan describes the basis for allocating CDBG and other matching funds throughout the County. Guiding the County are seven (7) strategic objectives for neighborhood revitalization:



1. Empower communities to meet local needs;
2. Help communities establish a full continuum of housing services designed to assist homeless individuals and families to achieve permanent housing and self-sufficiency;
3. Increase access by families and individuals to affordable housing in suitable living conditions;
4. Promote equal housing opportunities for those protected by law;
5. Reduce the isolation of low-income groups within specific communities or geographic areas;
6. Provide empowerment and self-sufficiency opportunities to support low-income individuals and families as they make the transition from dependency to self-sufficiency; and
7. Provide economic opportunities for low- and moderate-income persons through the promotion of small business and microenterprise development programs, resulting in the creation and retention of jobs.

Miami-Dade County, like many communities across the nation, is facing a significant problem addressing community needs due to the poor economy and the reduction in Federal and State funding for housing and neighborhood issues. Community needs continue to rise at an increasing rate, while essential Federal programs continue to experience drastic funding cuts. The Strategic Plan seeks to implement strategies, programs, and projects that offer the greatest potential for leveraging the shrinking pool of Federal funds, while offering the greatest return on investment to the County and its underserved communities.

#### **Non-Homeless Special Needs**

The Plan addresses the challenge of estimating, to the extent practicable, the number of persons in various subpopulations that are not homeless but may require housing or supportive services, including the elderly, frail elderly, the disabled, persons with alcohol or other drug addictions, victims of domestic violence, and others with special needs.

#### **PROPOSED FIVE-YEAR FUNDING PRIORITIES AND STRATEGIES**

PMG Associates, Inc. was hired as the consultants to develop the FY 2013–2017 Consolidated Plan. Based on a review of current census and demographic data, as well as direct feedback received from local residents, community agencies, and other stakeholders, PHCD proposes the following programmatic CDBG, HOME and ESG funding priorities for FY 2013 through FY 2017, as reflected in Table 1:

#### **Community Development Block Grant Program**

1. **Small Business Lending:** The County shall prioritize funding for financial intermediaries engaged in direct lending to small businesses and microenterprises. Investment in small business development and expansion is viewed as essential to the promotion of job creation and wealth-building opportunities in the County's lower-income target areas. Such funding will also work to eliminate slum and blighted conditions in the County's lower-income target areas, foster a more vibrant business environment, and stimulate private economic investment along critical commercial corridors.
2. **Small Business Incubators:** The County shall prioritize funding for the operation of small business incubators in the County's lower-income target areas. Investment in small business incubators has proven in the past to be a good investment for the County, serving as breeding grounds for fledgling businesses, and promoting low- and moderate-income job growth.
3. **Special Economic Development Projects:** The County shall prioritize funding for the rehabilitation or new construction of mixed-use commercial, retail, and/or office developments. The County shall invest in catalytic projects in the County's lower-income target



areas that will eliminate existing slum and blighted conditions, stimulate investment in critical commercial corridors, create a more vibrant business investment climate, and promote job creation for low- and moderate-income residents.

4. **Technical Assistance to Small Businesses:** The County shall prioritize funding to agencies that provide comprehensive small business technical assistance services. In an effort to promote job growth and economic expansion in the County's lower-income target areas, the County shall continue to invest in agencies that offer a broad range of services to small businesses, including, but not limited to: business planning; accounting and bookkeeping; marketing and advertising; information technology solutions; taxation; and financial planning.

It is anticipated that through the County's support of the above-mentioned economic development activities that a minimum of 77 new jobs will be created annually.

5. **Public Services:** The County shall prioritize funding to agencies that provide vital public services to residents of the County's lower-income target areas. Services that will receive the greatest priority include:

- Meals programs for the elderly and disabled
- Childcare
- Juvenile diversion programs
- Transportation Services
- Employment training and assistance

In a series of community outreach meetings conducted by PHCD, local residents throughout the County consistently prioritized these services. It is projected that a minimum of 4,548 persons will benefit from various CDBG-funded public service programs annually.

6. **Public Facilities and Capital Improvements:** The County shall prioritize funding to upgrade parks, community centers, and street and roadway improvements to benefit low- to moderate-income residents of Miami-Dade County. Community input throughout the County consistently prioritized improvements to public facilities and infrastructure inclusive of the above-listed activities. It is projected that a minimum of 3 facilities will be improved and 7,072 persons would be served.
7. **Housing:** The County shall prioritize funding to be utilized for housing code enforcement, graffiti abatement, and for the administration of Tenant-based Rental Assistance programs. These activities will continue to be important revitalization strategies in the County's NRSAs and Eligible Block Groups. It is projected that a minimum of 1,226 people will be served and 16 housing units assisted.

#### **HOME Investment Partnerships Program**

Current data analyzed by PHCD places Miami-Dade County's rent burden among the highest in the nation. Rent burden is defined as the percentage of a household's income that is used to pay rent and related housing expenses. During recent community engagement meetings held throughout the County, residents consistently complained about the lack of affordable housing in their communities. While many of these communities have experienced new housing development, rent levels remain unaffordable, particularly for seniors on fixed incomes, youth aging out of foster care, families at risk of homelessness, and working households with incomes at or below thirty percent (30%) of the area median income. To address this need, PHCD recommends the following funding priorities:

1. **Tenant-based Rental Assistance (TBRA):** The County shall prioritize funding to agencies that administer TBRA programs. TBRA programs operate similarly to the more commonly known



Section 8 program. Under the TBRA program, households will pay no more than 30% of their incomes toward rent and related housing expenses, with the TBRA subsidy covering the difference, up to the County's Fair Market Rent (FMR). The County will target households with the greatest need, represented by those households with incomes at or below thirty percent (30%) of the area median income. Priority will be given to seniors, youth aging out of foster care, families at risk of homelessness, and persons with disabilities. Based on current funding levels, the County would expect to assist a minimum of 288 households annually.

2. **Multi-family Residential New Construction and/or Rehabilitation:** The County shall provide pre-development, construction/rehabilitation, and/or permanent financing to developers of affordable rental housing. Priority shall be given to projects in the County's lower-income target areas. Preference will be given to projects being undertaken by a qualified Community Housing Development Organization (CHDO). HOME funding is expected to produce or assist a minimum of 20 units of rental housing annually.
3. **Homeownership Rehabilitation:** The County shall provide funding to qualified nonprofit agencies, including CHDOs, to undertake the rehabilitation of homes owned by seniors and persons with disabilities who reside in the County's lower-income target areas. Based on current data, several of the County's lower-income target areas have among the oldest housing stock in the County, with many homes failing to meet code requirements, or deemed to be in substandard condition. HOME funds would be used to correct code violations, address deferred maintenance, enhance energy efficiency, and address accessibility issues, among other things. HOME funding is expected to assist a minimum of 10 elderly/senior/disabled owner-occupied households annually.

#### **Emergency Solutions Grant Program**

1. **Rapid Re-housing:** The County shall provide funding to qualified nonprofit agencies to administer rapid re-housing programs and services to individuals and families who are at risk of homelessness. The Program shall target households with incomes at or below 30% of the area median income. Such funding shall be intended to prevent displacement of households from existing housing or to provide rapid re-housing options for households recently displaced by eviction. Under the Rapid Re-housing program, the County expects to serve a minimum of 488 households or individuals annually.
2. **Emergency Shelter:** The County shall provide continued administrative funding to support the operation of the Beckham Hall Homeless Shelter. The County shall continue administrative funding for the 88-bed Beckham Hall Homeless Shelter. The shelter is expected to provide short-term (90-day maximum stay) emergency housing to a minimum of 350 homeless single men and women annually. When determining the use of ESG funds, priority shall be given to ensure the continued operation of Beckham Hall.

#### **CITIZEN'S PARTICIPATION PLAN**

U.S. HUD requires that the Five Year Consolidated Plan for each entitlement agency adopt a Citizen's Participation Plan. PHCD makes every effort to encourage the participation of all citizens, including minorities and non-English speaking persons, as well as persons with disabilities. Additionally, PHCD works to fully engage residents of public housing, along with other low-income residents of the Neighborhood Revitalization Strategy areas (NRSAs) and eligible block groups, in the process of developing and implementing the Consolidated Plan. The Citizen's Participation Plan (Appendix A) includes a clarification to the language regarding administrative approval of non-substantial changes.

To obtain community input, PHCD conducted nine (9) community-wide meetings in the north and the south areas of the County during the months of December 2011, January 2012, and May 2012. The



meetings were held in publicly accessible, transit-oriented facilities with representatives of all NRSAs, community agencies and groups, and local residents. These meetings were scheduled during the week and weekend as well as during the day and evening times so that all who desired to participate would be able to attend one or more of the meetings. PHCD also established a dedicated e-mail address on the County website so that any comments or concerns could be delivered to staff in an electronic format.

The community input for the FY 2013-2017 Consolidated Plan included the following high priorities: economic development, public service, capital improvements/infrastructure, and housing. Submitted comments are attached to the plan, as Appendix B and priorities of the Community Advisory Committees are contained in the Community Development section of the Plan.

#### **DISCUSSION OF THE NEIGHBORHOOD REVITALIZATION STRATEGY AREAS**

The Federal Register published on January 5, 1995 authorized entitlement grantees to develop comprehensive approaches to address economic development and housing needs in a designated neighborhood within their community. This approach is referred to as a Neighborhood Revitalization Strategy Area (NRSA). To meet the needs of the community, Miami-Dade County previously established NRSAs in a concerted effort to focus on the issues within specific neighborhoods. These areas must meet certain criteria established by U.S. HUD, as follows:

- The selected area must be primarily residential.
- The selected area must represent a contiguous geographic area.
- The area must contain a high percentage of Low-Mod Income (LMI) households. The percentage of LMI residents within the neighborhood must be equal to:
  - 70 percent of the total population in the selected area (if the grantee's upper quartile is greater than 70 percent LMI residents);
  - The upper quartile percentage, if the grantee's upper quartile is greater than 51 percent, but less than 70 percent LMI in the total population)

As of June 2012, Miami-Dade County's existing NRSAs include eight (8) communities representing the poorest segments of the population. These eight (8) areas include:

- |                         |                      |
|-------------------------|----------------------|
| 1. Goulds               | 5. Opa-Locka         |
| 2. Leisure City/Naranja | 6. Perrine           |
| 3. Melrose              | 7. South Miami       |
| 4. Model City           | 8. West Little River |

The following discussion is intended to set forth the most viable options for continuing the County's NRSA targeted investment strategy.

#### **Option I - Existing Structure**

This option proposes the continuation of six of the eight existing NRSAs to exclude Melrose and Goulds and the addition of Cutler Ridge for a total of seven NRSAs. Although the demographic analysis notes that the Melrose area contains nearly 79% low- to moderate-income households, Melrose contains only one Eligible Block Group based on the most recent Census. With an area of this nominal size, developing projects of any significant and meaningful impact and facilitating the organizational structure and capacity on a neighborhood basis will be severely reduced. The combination of Goulds' lower population and poverty rate in comparison to Cutler Ridge resulted in the Goulds NRSAs now being considered as a Neighborhood Outreach Areas (as described below in Tier 2). The remaining six NRSAs have active organizations and contain a larger geographic area to be serviced. The recent Census data



will dictate a change in boundaries to these NRSAs, with the current West Little River NRSA increasing in size exponentially.

A recent demographic analysis conducted by the Department of Regulatory and Economic Resource (RER) in April 2012, identified an additional five (5) new neighborhoods as meeting the U.S. HUD NRSA criteria: Biscayne North, Cutler Ridge, North Miami, Sweet Water, and West Kendall. These areas currently do not have an existing community engagement structure in place. Table 2 (attached), provides a summary of the proposed target areas under consideration for designation as an NRSA.

### **Option II - Prioritization Based on Need**

This is a hybrid option that has demonstrated successful application in other similar communities across the nation. In Arlington County, Virginia, for example, the County has established an NRSA strategy that prioritizes the eligible target areas based on an assessment of the degree of poverty, need and other key economic indicators. These neighborhoods are then categorized into tiers, with each tier defining a level of need and establishing the foundation for the type and scope of assistance that is provided. Using a similar approach, the County's eligible low-income target areas would be divided into one of two (2) tiers: 1) Neighborhood Focus NRSAs, or 2) Neighborhood Outreach Areas, as follows:

**Tier 1 – Neighborhood Focus NRSAs:** PHCD recommends designating nine (9) areas as Neighborhood Focus NRSAs: Leisure City/Naranja, Goulds, Model City, Opa Locka, Perrine, South Miami, West Little River, Biscayne North, and Cutler Ridge. These areas represent the County's neighborhoods with the greatest socio-economic needs and would receive the highest level and scope of services. As is the case with Arlington County, Virginia, the Neighborhood Focus NRSAs would be represented by Community Advisory Committees (CACs) and would be targeted to receive CDBG-funded neighborhood-specific programs and services. Based on this tiered strategy, PHCD would recommend the classification of its neighborhood "focus" areas as reflected in Table 3 (attached).

**Tier 2 – Neighborhood Outreach Areas:** PHCD recommends designating four (4) areas as Neighborhood Outreach Areas: Melrose, North Miami, Sweet Water, and West Kendall. These areas represent relatively stable neighborhoods with high populations of low-income persons but without major revitalization needs. They would be designated to receive outreach, civic engagement support and monitoring. The focus in Outreach Areas would be to ensure that low-income households are aware of County-funded programs for which they are eligible, and to foster their participation in civic affairs. Based on this tiered strategy, PHCD would recommend the classification of its neighborhood "outreach" areas, as reflected in Table 3 (attached):

### **Option III – Regional Target Areas**

PHCD considered a third option which would have combined the West Little River and Model City NRSAs, since both of these areas form one large, contiguous low-income area, that, when combined, would have served the North Dade area. The same is true of Goulds, Perrine, and Cutler Ridge, which, when combined, would have formed one large, contiguous area serving primarily South Dade. However, this option was not given full consideration after representatives of the impacted areas expressed a strong desire to maintain their separate, individual community identities and geographic boundaries.

### **Summary of NRSA Discussion**

Based on the analysis contained herein, PHCD recommends Option II. This option provides for nine (9) low-income target areas to be designated as NRSAs and four (4) low-income areas to be designated for special outreach. The proposed funding recommendations and priorities, as stated herein for the period of FY 2013 through FY 2017, would largely be targeted to address needs of low- and moderate-income



households residing in the nine (9) NRSAs but would focus some outreach efforts within the four (4) Neighborhood Outreach Areas. Given a shrinking pool of federal funding for housing, economic development, public facilities, and public service activities, it is strongly felt that this strategy would offer the greatest economic return on investment to the County and would likely result in more measurable economic, social, and physical impact in these low-income target areas.

**POLICY FOR ALLOCATION OF FY 2013 ALLOCATION OF CDBG, HOME AND ESG FUNDS**

The drastic reduction in funding in FY 2012 requires consideration of alternatives that would employ the best use of limited funds. Accordingly, PHCD is providing the Board with two options to consider in the allocation of FY 2013 federal funds, which are conservatively estimated at the same level of current year funding.

**Option I – Request for Applications (RFA) Process**

This option would allocate funds to be consistent with the categories reflected in Table 1, as follows:

**I. CDBG (\$10.6 million)**

Economic Development	24 Percent
Public Services	15 Percent
Public Facilities	34 Percent
Housing	7 Percent
Administration	20 Percent

**II. HOME (\$3.5 million)**

Tenant Based Rental Assistance	46 Percent
Multi-Family Housing Construction and /or Rehabilitation	29 Percent
Homeowner Rehabilitation (seniors/disabled)	15 Percent
Administration	10 Percent

**III. ESG (\$1.4 million)**

Rapid Re-housing	44 Percent
Emergency Shelter	56 Percent

This option is the traditional approach which PHCD currently utilizes in the annual award of CDBG, HOME and ESG funds, where agencies are awarded funding through a Request for Application (RFA). Through this process multiple projects compete for funding in the categories referenced above.

The Request for Application (RFA) would also include the award of funds for SURTAX, SHIP and any other local, state or federal funds in any RFA or other application process in accordance with policy set by the Board. This system may continue to be utilized over the next five years, but the exact types of services and facilities may change based on needs and conditions each year.

**Option II – Strategic RFA Allocation Process**

Excluding the administrative portion of the federal allocation, this option would target the use of funds as follows:



Fifty percent (50%) of CDBG funds to one or more specific NRSA(s) project(s). The objective of this approach is to identify and fund a project or projects which will have significant impact on a low- to moderate-income community. The determination of which NRSA(s) should be awarded the funds would be based on the ranking of the NRSA's, as reflected in Table 4 (attached). The activities to be funded would be determined from the list of priorities reported in the Consolidated Plan as established by the community and its respective Community Advisory Committee (CAC) during the Consolidated Plan workshops. Subsequent to the determination of which NRSA or Eligible Block Group will receive the funding for the current plan year, if a specific project has already been identified by the community, then a Request for Proposals (RFP) or Request for Applications (RFA) will be issued to find an agency to complete the specific project. The subsequent award of funds to the project/agency will be brought to the Board for approval. In those instances where there has not been a specific project identified, but the community has identified a priority need, then applications will be reviewed pursuant to an RFA to find projects which meet the priority need identified. The subsequent award of funds to the project/agency will be brought to the Board for approval.

Thirty-seven percent (37%) of CDBG funds would be reserved county-wide projects, including eligible block groups, NRSA's and Neighborhood Outreach Areas; thirteen percent (13%) of the funds would be reserved for Commission District Fund allocations. HOME funds would be prioritized for countywide shovel-ready projects and ESG funds would be allocated county-wide, both through the RFA process. In the event the ESG allocation is significantly decreased, the priority for funding would be focused on emergency shelter, specifically to ensure that Beckham Hall continues to operate.

Further, County departments' allocation can be accomplished within the overall 87 percent (50% + 37% categories) of remaining funds to be distributed via the RFA process, by directing the County departments to focus their activities within the NRSA's.

#### **Gap Financing**

In addition, PHCD requests authority to issue a SURTAX RFA for gap financing, if necessary. The County typically makes funding available for projects that have been awarded 9 percent tax credits from the State of Florida. Such gap financing would allow the projects to be completed, and avoid risking loss of the credits. The SURTAX RFA would be issued together with the method chosen by the Board or as a separate process.

#### **SUMMARY**

This item requires the following decisions by the Board:

1. Choose one (1) of the three (3) structures for Neighborhood Revitalization Strategy Areas.
  - 1.1. Option I – Maintain the Existing Structure
  - 1.2. Option II - Prioritization Based on Need (**Staff recommends this option.**)
  - 1.3. Option III – Regional Target Areas
2. Choose one (1) of the two (2) methods by which the FY 2013 federal awards should be allocated.
  - 2.1. Option I – Request for Applications (RFA) Process
  - 2.2. Option II – Strategic RFA Allocation Process (**Staff recommends this option.**)


Staff recommends an NRSA structure that is prioritized based on need (Recommendation 1.2, Option II) and a strategic RFA allocation process (Recommendation 2.2, Option II) for the use of FY 2013 federal funds.

In addition, Staff recommends the Board gives the authority to make available State Housing Initiative Partnership (SHIP), Documentary Stamp Surtax (SURTAX), and any other local and state funds in future RFAs, which will be expended county wide.



Chairman Joe A. Martinez  
and Members, Board of County Commissioners  
Page 10

Attachments



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Russell Benford, Deputy Mayor

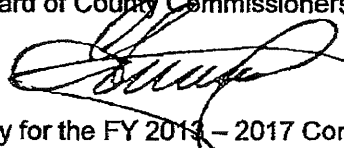


# Memorandum



**Date:** September 4, 2012

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Executive Summary for the FY 2013 – 2017 Consolidated Plan

This item was amended at the July 11, 2012 Economic Development and Social Services Committee meeting to reflect changes requested by Commissioner Dennis C. Moss and Commissioner Jean Monestime. These changes are incorporated within this item. Miami-Dade County (the County) is required to submit a Consolidated Plan (the Plan), to the United States Department of Housing and Urban Development (U.S. HUD), by November 15, 2012, in accordance with U.S. HUD's Consolidated Submissions for Community Planning and Development programs. The purpose of the Plan is to establish how the County, after a comprehensive assessment of its housing, community development, homeless and non-homeless special needs environment, proposes to utilize its Community Development Block Grant (CDBG), Home Investment Partnerships (HOME) and Emergency Solutions Grant (ESG) program funds to address the identified needs of its low-to moderate income residents.

The Plan is required to be submitted every five years with annual updates through an Annual Action Plan. The proposed Consolidated Plan is for the period FY 2013 – FY 2017. In November 2011, Public Housing and Community Development began preparations for the development of the Plan. PMG Associates, Inc. was hired as the consultants to develop the FY 2013 – FY 2017 Consolidated Plan. Through a series of 9 workshops, residents of the impacted communities within the entitlement areas of Miami-Dade County were given the opportunity to provide significant input into the priority needs of their respective communities; their input has been incorporated into the final Plan.

As the basis of our analyses, a comparison of the 2000 and 2010 census data revealed there have been significant demographic changes among communities within the Miami-Dade County entitlement areas. As a consequence of the demographic changes, there have been some major shifts in the communities with the highest concentration of low- to moderate-income individuals and households. These demographic changes will require the Board of County Commissioners (the Board) in their approval of the Plan to make some critical decisions on which low- to moderate-income communities should be given priority for funding. In the past, the County has utilized U.S. HUD's guidelines to establish Neighborhood Revitalization Strategy Areas (NRSAs), for the purpose of prioritizing which communities should be the focus of the County's allocation of its federal grant funds.

In FY 2012 the County experienced reductions of 31 percent and 44 percent in its CDBG and HOME allocations respectively, in its annual entitlement from U.S HUD. These reductions will require the Board, during their deliberations on the Plan, to make strategic decisions on how the County's FY 2013 federal funds will be allocated, as funding projections are anticipated at the same levels as the current year.

## **STAFF RECOMMENDATIONS**

This item seeks approval from the Board on the following:

1. Approve and authorize submission of the FY 2013 – FY 2017 Consolidated Plan to US HUD by November 15, 2012.
2. Adopt a policy for composition of NRSAs for the next five years with three (3) options:
  - a. **Option I - Continue Existing Structure:** Continue with 6 of 8 existing NRSAs and add one (1) new NRSA for a total of 7 NRSAs.
  - b. **Option II - Prioritization Based on Need: (Staff recommends this option.)** Establish NRSA strategy that prioritizes the eligible target areas (categorized into tiers) based on an assessment of the degree of poverty, need and other key economic indicators to provide for nine (9) Neighborhood Focus NRSAs and four (4) Neighborhood Outreach Areas.



- c. **Option III – Regional Target Areas:** Combine NRSAs to form one large, contiguous low-income area serving the North Dade, Central Dade and South Dade communities.
  3. Adopt a policy for allocation of FY 2013 CDBG, HOME, and ESG funds based on two options:
    - a. **Option I - Request for Applications (RFA) Process:** Allocate funds through an annual Request-For-Application process.
    - b. **Option II - Strategic RFA Allocation Process: (Staff recommends this option.)** Allocate funds through a strategic RFA process to projects or activities which will have a significant impact on the NRSA, which has been ranked as having the greatest need, based on an evaluation of approximately 15 variables representing indicators of poverty with the community. Excluding the administrative portion of the federal allocation, this option would target the use of funds as follows:
      - Excluding the administrative portion and funds allocated to County departments, a minimum of fifty percent (50%) of the remaining CDBG funds are to be used for economic development in the specific NRSA(s).
      - Thirty-seven percent (37%) of CDBG funds would be reserved county-wide projects, including eligible block groups, NRSAs and Neighborhood Outreach Areas.
      - Thirteen percent (13%) of the funds would be reserved for Commission District Fund allocations.
      - County departments' allocation can be accomplished within the overall 87 percent (50% + 37% categories) of remaining funds to be distributed via the RFA process, by directing the County departments to focus their activities within the NRSA's.
      - HOME funds would be prioritized for countywide shovel-ready projects and ESG funds would be allocated county-wide, both through the RFA process. In the event the ESG allocation is significantly decreased, the priority for funding would be focused on emergency shelter.
4. Authorize the County Mayor or County Mayor's designee to approve the inclusion of State Housing Initiative Partnership (SHIP), Documentary Stamp Surtax (SURTAX), and any other local, state or federal funds, which may become available in the FY 2013 Action Plan. In addition, PHCD requests authority to issue a SURTAX RFA for gap financing, if necessary. The County typically makes funding available for projects that have been awarded 9 percent tax credits from the State of Florida. Such gap financing would allow the projects to be completed, and avoid risking loss of the credits. The SURTAX RFA would be issued together with the method chosen by the Board or as a separate process.
5. Authorize the County Mayor or the County Mayor's designee to receive and expend grant funds, and to execute such contracts, agreements, Memoranda of Understanding (MOU), and amendments, after approval by the County Attorney, as required by program guidelines; apply for, receive, and expend additional funds that may become available during the term of the grant; to file and execute any amendments to the application for and on behalf of the County; and to exercise amendments, modifications, renewal, cancellation, and termination clauses of any contracts and agreements, subject to the approval of the County Attorney's Office.

#### **SUMMARY**

Staff recommends an NRSA structure that is prioritized based on need (Recommendation 2, Option II) and a strategic RFA allocation process (Recommendation 3, Option II) for the use of FY 2013 federal funds. In addition, Staff recommends the Board gives the authority to make available State Housing Initiative Partnership (SHIP), Documentary Stamp Surtax (SURTAX), and any other local and state funds in future RFAs, which will be expended county wide.

  
\_\_\_\_\_  
Russell Benford, Deputy Mayor





# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** September 4, 2012

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

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

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(K)(1)  
9-4-12

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING MIAMI-DADE COUNTY'S FY 2013 - 2017 CONSOLIDATED PLAN; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO SUBMIT THE FY 2013 - 2017 CONSOLIDATED PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; ADOPTING A POLICY FOR ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIPS, AND EMERGENCY SOLUTIONS GRANT PROGRAM FUNDS IN THE FY 2013 ACTION PLAN; ADOPTING A POLICY FOR COMPOSITION OF NEIGHBORHOOD REVITALIZATION STRATEGY AREAS FOR THE NEXT FIVE YEARS

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

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

Section 1. The Board approves the FY 2013-2017 Consolidated Plan and authorizes the County Mayor or the County Mayor's designee to submit the FY 2013 - 2017 Consolidated Plan to the U.S. Department of Housing and Urban Development.

Section 2. The Board adopts Option II as set forth in the accompanying justification memorandum, as a policy for composition of Neighborhood Revitalization Strategy Areas (NRSAs) for the next five years.

Section 3. The Board adopts Option II, as set forth in the accompanying justification memorandum, as a policy for allocation of Community Development Block Grant, HOME



Investment Partnerships, and Emergency Solutions Grant program funds applicable to the FY 2013 Action Plan.

Section 4. The Board authorizes the County Mayor or County Mayor's designee to include any available State Housing Initiative Partnership; Documentary Stamp Surtax and any other local state or federal funds in any Request for Application or other application process in accordance with policy set by the Board.

Section 5. The Board authorizes the County Mayor or County Mayor's designee to apply for and receive other federal, state or local grant funds as they become available.

Section 6. The Board authorizes the County Mayor or County Mayor's designee to execute such contracts, agreements, memoranda of understanding, and amendments, after approval by the County Attorney, as required by program guidelines or to fulfill the purposes of this resolution. The Board further authorizes the County Mayor or County Mayor's designee to file and execute any amendments to the applications for grant funds on behalf of the County; and to exercise amendments, modifications, renewal, cancellation, and termination clauses of any contracts and agreements, subject to the approval of the County Attorney's Office

Section 7. The County Mayor or County Mayor's designee is directed to execute the Consolidated Plan and subsequent Request For Applications (RFA) or other processes in a manner consistent with Resolution No. R-596-12.

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

Joe A. Martinez, Chairman  
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro  
Esteban L. Bovo, Jr.  
Sally A. Heyman  
Jean Monestime  
Rebeca Sosa  
Xavier L. Suarez

Lynda Bell  
Jose "Pepe" Diaz  
Barbara J. Jordan  
Dennis C. Moss  
Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 4<sup>th</sup> day of September, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Brenda Kuhns Neuman





**Table 1: FY 2013 Priorities and Proposed Outcomes**

Proposed Activity	Funding Source	Category	Projected Funding Amount	Annual Outcomes
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG):				
Economic Development – 24% (includes Small Business and Microenterprise lending; Technical Assistance to Businesses; Small Business Incubators; and, Special Economic Development )	CDBG	Economic Development	\$2,538,843	77 Jobs created
Public Services – 15% (Includes Meals programs for the elderly and disabled, Juvenile diversion programs, Employment training and assistance, Childcare and Transportation Services)	CDBG	Public Service	\$1,591,676	4,548 people served
Public Facilities & Capital Improvements – 34.2% (includes parks and recreational facilities; Street, Sidewalk, Roadway, and Drainage Improvements; and improvements to senior and youth facilities)	CDBG	Public Facilities and Capital Improvements	\$3,633,859	7,072 people served; 3 facilities improved
Housing – 6.8% (includes housing code enforcement, graffiti abatement, and Tenant-based Rental Assistance)	CDBG	Housing	\$724,562	1,226 people served; 16 housing units assisted
Administrative – 20%	CDBG	Program Administration	\$2,122,235	
	TOTAL – CDBG:		\$10,611,175	
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME):				
Tenant-based Rental Assistance (TBRA) – 46.5%	HOME	Housing	\$1,630,596	288 households served
Multi-Family Housing Construction and/or Rehabilitation – 28.5%	HOME	Housing	\$1,000,000	20 rental units constructed or rehabilitated
Homeowner Rehabilitation (seniors/disabled) – 15%	HOME	Housing	\$526,120	10 owner-occupied units rehabilitated
Administration – 10%	HOME	Program Administration	\$350,746	
	TOTAL – HOME:		\$3,507,462	
EMERGENCY SOLUTIONS GRANT PROGRAM (ESG):				
Rapid Re-housing – 44%	ESG	Homeless/AIDS Housing	\$621,431	488 households served
Emergency Shelter – 56%	ESG	Homeless/AIDS Housing	\$788,826	350 individuals served
	TOTAL – ESG:		\$1,410,257	

**Table 2: Areas Eligible for Designation as a Neighborhood Revitalization Strategy Area**

Target Area	Advantages	Disadvantages	Recommendation
Biscayne North	Area currently meets U.S. HUD NRSA criteria. Would target resources to previously under-served area of County.	No existing CAC structure in place; no existing community development capacity to implement projects, activities, or services; small geographic area limits potential economic impact to County. Would require costly investment to create required infrastructure and capacity, with no immediate return on investment.	Recommended for a new NRSA designation.
Cutter Ridge	Area currently meets U.S. HUD NRSA criteria. Would target resources to previously under-served area of County.	No existing CAC structure in place; no existing community development capacity to implement projects, activities, or services; small geographic area limits potential economic impact to County. Would require costly investment to create required infrastructure and capacity, with no immediate return on investment.	Recommended for a new NRSA designation.
Goulds	Existing NRSA; CAC community engagement infrastructure in place; some local capacity exists to implement projects, programs, and services; community plans/charrettes in place and ready for implementation.	Only limited community development capacity and infrastructure in place to implement projects, activities, or services.	Recommended for a continued NRSA designation.
Leisure City/Naranja	Existing NRSA; CAC community engagement infrastructure in place; some local capacity exists to implement projects, programs, and services; community plans/charrettes in place and ready for implementation.	Only limited community development capacity and infrastructure in place to implement projects, activities, or services.	Recommended for a continued NRSA designation.
Melrose	Existing NRSA; CAC community engagement infrastructure in place.	Very limited geographic area will not result in measurable economic impact to County; extremely low community participation. No existing community development capacity and infrastructure in place to implement projects, activities, or services.	Not recommended for a continued NRSA designation.
Model City	Existing NRSA; CAC community engagement infrastructure in place; large geographic area; large low-mod population; some local capacity exists to implement projects, programs, and services; community plans/charrettes in place and ready for implementation; high level of community participation.	Only limited community development capacity and infrastructure in place to implement projects, activities, or services. Leadership development required.	Recommended for a continued NRSA designation.
North Miami	Area currently meets U.S. HUD NRSA criteria. Would target resources to previously under-served area of County.	No existing CAC structure in place; no existing community development capacity to implement projects, activities, or services; small geographic area limits potential economic impact to County. Would require costly investment to create required infrastructure and capacity, with no immediate return on investment.	Not recommended for a NRSA designation.
Opa-Locka	Existing NRSA; CAC community engagement infrastructure in place; some local capacity exists to implement projects, programs, and services; community plans/charrettes in place and ready for implementation.	None	Recommended for a continued NRSA designation.



**Table 2: Areas Eligible for Designation as a Neighborhood Revitalization Strategy Area**

Target Area	Advantages	Disadvantages	Recommendation
Perrine	Existing NRSA; CAC community engagement infrastructure in place; some local capacity exists to implement projects, programs, and services; community plans/charrettes in place and ready for implementation; high level of community participation.	None	Recommended for a continued NRSA designation.
South Miami	Existing NRSA; CAC community engagement infrastructure in place; community plans/charrettes in place and ready for implementation; high level of community participation.	No existing community development capacity to implement projects, activities, or services; small geographic area limits potential economic impact to County. Would require costly investment to create required infrastructure and capacity, with no immediate return on investment.	Recommended for a continued NRSA designation.
Sweetwater	Area currently meets U.S. HUD NRSA criteria. Would target resources to previously under-served area of County.	No existing CAC structure in place; no existing community development capacity to implement projects, activities, or services; small geographic area limits potential economic impact to County. Would require costly investment to create required infrastructure and capacity, with no immediate return on investment.	Not recommended for a NRSA designation.
West Kendall	Area currently meets U.S. HUD NRSA criteria. Would target resources to previously under-served area of County.	No existing CAC structure in place; no existing community development capacity to implement projects, activities, or services; small geographic area limits potential economic impact to County. Would require costly investment to create required infrastructure and capacity, with no immediate return on investment.	Not recommended for a NRSA designation.
West Little River	Existing NRSA; CAC community engagement infrastructure in place; large geographic area; large low-mod population; some local capacity exists to implement projects, programs, and services; community plans/charrettes in place and ready for implementation; high level of community participation.	Only limited community development capacity and infrastructure in place to implement projects, activities, or services.	Recommended for a continued NRSA designation.

**Table 3: Neighborhood Revitalization Strategy Area - Tiered Classification System**

Tier 1 Neighborhood Focus NRSAs	Tier 2 Neighborhood Outreach Areas
1. Model City	1. Sweetwater
2. Opa-Locka	2. Melrose
3. Leisure City/Naranja	3. West Kendall
4. West Little River	4. North Miami
5. Perrine	
6. Cutler Ridge	
7. South Miami	
8. Goulds	
9. Biscayne North	



Table 4: NRSAs and OUTREACH AREAS: NEED ESTIMATES

Area	Total Population	Poverty Rate	Less Than High School Diploma (Percent of Population 25 Years and Over)	Median Household Income	Cost Burdened Households (Percent of Total Households)	Female Householders (Percent of Total Households) with one or more people under 18 years	Structures Built before 1950 (%)	Percent Low Mod	Percent Vacant HU	Unemployment Rate	Households with No Vehicle	RANKING SCORE
Model City	23,014	40.8%	34.3%	\$22,710	59.3%	26.7%	17.0%	79.9%	20.4%	16.4%	28.8%	165
Opel-Locke	15,356	30.3%	37.6%	\$21,322	62.5%	17.9%	12.3%	71.3%	13.1%	14.3%	21.9%	143
Leisure City / Naranja	25,665	33.0%	38.9%	\$23,256	63.8%	20.0%	2.0%	69.2%	12.4%	10.7%	12.0%	139
West Little River	40,671	29.2%	34.4%	\$30,454	60.3%	19.1%	14.8%	69.3%	8.1%	12.1%	18.8%	137
Perrine	5,602	41.3%	17.8%	\$19,999	60.7%	31.5%	9.0%	74.1%	16.5%	18.4%	34.5%	129
Cutter Ridge	7,377	29.0%	32.8%	\$22,266	61.9%	13.8%	4.6%	77.1%	9.7%	11.3%	34.6%	126
South Miami	1,711	52.1%	36.3%	\$14,819	72.2%	27.8%	17.9%	88.5%	19.4%	13.1%	37.2%	128
Coules	5,743	27.9%	32.2%	\$30,166	53.4%	20.6%	2.2%	71.3%	13.8%	9.2%	16.7%	94
Biscayne North	4,975	20.8%	32.2%	\$29,773	64.0%	19.1%	7.9%	75.2%	8.5%	14.1%	19.3%	91
Sweetwater	5,508	32.9%	39.1%	\$23,308	65.3%	14.8%	1.0%	71.1%	2.5%	7.3%	15.5%	91
Meirose	2,492	30.7%	39.0%	\$27,370	62.9%	6.5%	28.6%	79.0%	7.3%	6.0%	17.2%	80
West Kendall	5,875	15.8%	24.7%	\$39,999	64.8%	13.5%	0.0%	67.9%	9.1%	6.4%	6.7%	76
North Miami	4,850	25.0%	29.0%	\$37,872	64.5%	13.5%	9.1%	71.6%	10.8%	10.0%	10.2%	69
<b>Miami-Dade County</b>	<b>2,457,044</b>	<b>16.9%</b>	<b>23.5%</b>	<b>\$42,999</b>	<b>65.7%</b>	<b>10.8%</b>	<b>10.8%</b>	<b>48.5%</b>	<b>14.0%</b>	<b>7.6%</b>	<b>11.3%</b>	

\* Families and owners with or without a mortgage, paying 30 percent or more of their household income for monthly housing costs (excluding housing units where monthly housing costs could not be computed).

Source: U.S. Census Bureau, 2005-2009 American Community Survey 5-Year estimates. Prepared by Planning Research Section, Department of Regulatory and Economic Resources, June 2012.

Note: The above Neighborhood Revitalization Strategy Areas (NRSAs) satisfy the HUD criteria regarding areas designated as NRSAs. The criteria include that the area must be comprised of at least 70 percent low/moderate persons or in the upper quartile of the jurisdiction, is predominantly residential, and that all block groups that comprise the NSRA are contiguous. In order to rank the relative needs of these areas a distress index was developed using factors that are associated with socio-economic distress. These factors are indicated above. In addition to these qualitative measures of the intensity of distress, population was included in order to capture the magnitude of need in the area.

# **Attachment # 5**

## **Priority Needs Level for Neighborhood Revitalization Areas (NRSAs)**



# PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

## NEIGHBORHOOD PRIORITY NEEDS TABLE

Neighborhood	BCC District	Housing Needs	Homeless Needs	Public Facility Needs	Infrastructure Needs	Public Service Needs	Economic Development Needs
Opa-locka	1	L	L	M	H	H	H
West Little River	2	L	L	H	H	H	L
Melrose	2	L	L	L	H	L	H
Model City	2/3	H	L	H	H	H	H
South Miami	7	H	L	H	H	H	H
Perrine	9	H	L	H	H	L	M
Goulds	9	M	L	M	H	L	H
Leisure City/Naranja	8/9	H	L	M	L	M	H

# **Attachment # 6**

## **FY 2013 -2017 Consolidated Plan**



## MEMORANDUM

Agenda Item No. 8 (K) (1)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

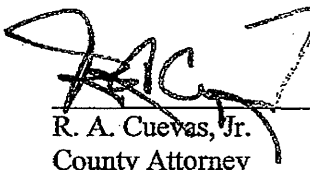
**DATE:** September 4, 2012

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

**SUBJECT:** Resolution approving Miami-Dade County's FY 2013 – 2017 Consolidated Plan; authoring the County Mayor to submit the FY 2013 – 2017 Consolidated Plan to the U.S. Department of Housing & Urban Development

**This item was amended from the original version as stated on the County Mayor's memorandum.**

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



\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

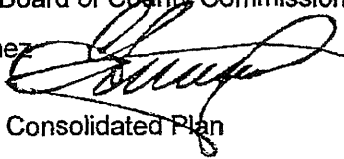
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# Memorandum



**Date:** September 4, 2012

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** FY 2013 – 2017 Consolidated Plan

This item was amended at the July 11, 2012 Economic Development and Social Services Committee meeting to reflect the following changes: Commissioner Dennis C. Moss and Commissioner Jean Monestime amended the plan to include Goulds and Biscayne North as Neighborhood Revitalization Strategy Areas and an additional section was added as Section 7 in the Resolution to comply with the directives, as set forth in Resolution No. R-596-12.

## **RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) approve the FY 2013-2017 Consolidated Plan and Citizen's Participation Plan. It is also recommended that the Board authorize the County Mayor or County Mayor's designee to submit the FY 2013-2017 Consolidated Plan to the United States Department of Housing and Urban Development (U.S. HUD) by November 15, 2012. A copy of the FY 2013-2017 Consolidated Plan is included as Attachment 1. It is further recommended that the Board adopt a policy for allocation of Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) program funds in the FY 2013 Action Plan; as well as a composition of Neighborhood Revitalization Strategy Areas (NRSAs) for the next five years. It is also recommended that the BCC authorize the County Mayor or County Mayor's designee to approve the inclusion of State Housing Initiative Partnership (SHIP) and Documentary Stamp Surtax (SURTAX), and any other local, state or federal funds, which may become available in any Request for Application or other application process in accordance with policy set by the Board. It is recommended that the Board authorize the Mayor or the Mayor's designee to receive and expend grant funds, and to execute such contracts, agreements, Memoranda of Understanding (MOU), and amendments, after approval by the County Attorney, as required by program guidelines. It is also recommended that the Board authorize the Mayor or the Mayor's designee to apply for, receive, and expend additional funds that may become available during the term of the grant; to file and execute any amendments to the application for and on behalf of the County; and to exercise amendments, modifications, renewal, cancellation, and termination clauses of any contracts and agreements, subject to the approval of the County Attorney's Office.

## **SCOPE**

Miami-Dade County's (the County) proposed strategies for application of the County's annual award of CDBG, HOME, and ESG program funds, to address the needs of low-to-moderate income communities within the County's entitlement boundaries during the next five-year period, are reflected in Attachment 1.

## **PURPOSE OF THE CONSOLIDATED PLAN**

Miami-Dade County is required to submit a Consolidated Plan (the Plan) to U.S. HUD in accordance with the Consolidated Submissions for Community Planning and Development programs (24 CFR Parts 91.1 through 91.600). Public Housing and Community Development (PHCD), which is the County's lead agency for coordination of the Consolidated Plan, follows the rule of a single consolidated submission. The rule requires a single submission for the planning and application aspects of the following programs: CDBG, HOME, and ESG. The Housing Opportunities for People with AIDS (HOPWA) program is administered by the City of Miami, and therefore, is not addressed in this Plan. The subject Plan will cover a five-year period starting January 1, 2013 through December 31, 2017. The current five-year plan



(fourth revision), under which the County is operating, is for the period starting January 1, 2008 through December 31, 2012.

#### **OVERALL GOALS OF THE CONSOLIDATED PLAN**

There are four (4) overall goals of the County's community planning and development programs covered by the Plan:

1. Provide very low- to moderate-income households increased access to decent and affordable housing;
2. Expand economic opportunities to create and retain jobs through business development and/or expansion;
3. Provide adequate public facilities and capital improvements (primarily drainage, water and sewer and facility improvements) to benefit low- to moderate-income areas and residents; and
4. Provide access to essential public services.

The major components of the Consolidated Plan are:

- Housing and Homeless Needs Assessment
- Housing Market Analysis
- Community Development
- Non-Homeless Special Needs
- Citizen Participation Plan

#### **Housing and Homeless Needs Assessment**

The Housing and Homeless Needs Assessment includes estimated housing needs for the five-year period. In the preparation of this section, reliance was placed on 2010 U.S. Census and the American Community Survey data, along with demographic, housing and labor statistics maintained by the Department of Regulatory and Economic Resource (RER); Shimberg Center, Florida Bureau of Economic Research (University of Florida); and Claritas, Inc.

Additionally, the Miami-Dade County Homeless Trust and PHCD provided supplemental information on homeless and public housing-related needs. The category of affected beneficiaries included, extremely low-income, low-income, moderate-income and middle-income families, both renters and owners, the elderly, the homeless, and others with special needs. Other factors considered were the extent of over-crowding, as well as substandard housing suitable for rehabilitation and an analysis of the rent burden, defined as the percentage of household income spent for monthly rent or mortgage expenses.

#### **Housing Market Analysis**

The Housing Market Analysis presents significant characteristics of Miami-Dade County's housing market. It includes the evaluation of the supply, demand, condition and cost of housing, with a focus on low- to moderate-income households, as well as persons with disabilities or special needs. Areas with low-income or minority concentrations are also identified. Public and assisted housing is described, including physical condition, restoration and revitalization needs, and accessibility under Section 504 of the Rehabilitation Act of 1973. PHCD, as the local public housing authority, presents its strategy for improving the management and operation of public housing as well as the living environment of its residents. Public and assisted housing developments, homeless facilities, special needs facilities and services, and barriers to affordable housing are also inventoried.

#### **Community Development**

The Strategic Plan component of the FY 2013-2017 Consolidated Plan describes the basis for allocating CDBG and other matching funds throughout the County. Guiding the County are seven (7) strategic objectives for neighborhood revitalization:

1. Empower communities to meet local needs;
2. Help communities establish a full continuum of housing services designed to assist homeless individuals and families to achieve permanent housing and self-sufficiency;
3. Increase access by families and individuals to affordable housing in suitable living conditions;
4. Promote equal housing opportunities for those protected by law;
5. Reduce the isolation of low-income groups within specific communities or geographic areas;
6. Provide empowerment and self-sufficiency opportunities to support low-income individuals and families as they make the transition from dependency to self-sufficiency; and
7. Provide economic opportunities for low- and moderate-income persons through the promotion of small business and microenterprise development programs, resulting in the creation and retention of jobs.

Miami-Dade County, like many communities across the nation, is facing a significant problem addressing community needs due to the poor economy and the reduction in Federal and State funding for housing and neighborhood issues. Community needs continue to rise at an increasing rate, while essential Federal programs continue to experience drastic funding cuts. The Strategic Plan seeks to implement strategies, programs, and projects that offer the greatest potential for leveraging the shrinking pool of Federal funds, while offering the greatest return on investment to the County and its underserved communities.

#### **Non-Homeless Special Needs**

The Plan addresses the challenge of estimating, to the extent practicable, the number of persons in various subpopulations that are not homeless but may require housing or supportive services, including the elderly, frail elderly, the disabled, persons with alcohol or other drug addictions, victims of domestic violence, and others with special needs.

#### **PROPOSED FIVE-YEAR FUNDING PRIORITIES AND STRATEGIES**

PMG Associates, Inc. was hired as the consultants to develop the FY 2013–2017 Consolidated Plan. Based on a review of current census and demographic data, as well as direct feedback received from local residents, community agencies, and other stakeholders, PHCD proposes the following programmatic CDBG, HOME and ESG funding priorities for FY 2013 through FY 2017, as reflected in Table 1:

#### **Community Development Block Grant Program**

1. **Small Business Lending:** The County shall prioritize funding for financial intermediaries engaged in direct lending to small businesses and microenterprises. Investment in small business development and expansion is viewed as essential to the promotion of job creation and wealth-building opportunities in the County's lower-income target areas. Such funding will also work to eliminate slum and blighted conditions in the County's lower-income target areas, foster a more vibrant business environment, and stimulate private economic investment along critical commercial corridors.
2. **Small Business Incubators:** The County shall prioritize funding for the operation of small business incubators in the County's lower-income target areas. Investment in small business incubators has proven in the past to be a good investment for the County, serving as breeding grounds for fledgling businesses, and promoting low- and moderate-income job growth.
3. **Special Economic Development Projects:** The County shall prioritize funding for the rehabilitation or new construction of mixed-use commercial, retail, and/or office developments. The County shall invest in catalytic projects in the County's lower-income target



areas that will eliminate existing slum and blighted conditions, stimulate investment in critical commercial corridors, create a more vibrant business investment climate, and promote job creation for low- and moderate-income residents.

4. **Technical Assistance to Small Businesses:** The County shall prioritize funding to agencies that provide comprehensive small business technical assistance services. In an effort to promote job growth and economic expansion in the County's lower-income target areas, the County shall continue to invest in agencies that offer a broad range of services to small businesses, including, but not limited to: business planning; accounting and bookkeeping; marketing and advertising; information technology solutions; taxation; and financial planning.

It is anticipated that through the County's support of the above-mentioned economic development activities that a minimum of 77 new jobs will be created annually.

5. **Public Services:** The County shall prioritize funding to agencies that provide vital public services to residents of the County's lower-income target areas. Services that will receive the greatest priority include:

- Meals programs for the elderly and disabled
- Childcare
- Juvenile diversion programs
- Transportation Services
- Employment training and assistance

In a series of community outreach meetings conducted by PHCD, local residents throughout the County consistently prioritized these services. It is projected that a minimum of 4,548 persons will benefit from various CDBG-funded public service programs annually.

6. **Public Facilities and Capital Improvements:** The County shall prioritize funding to upgrade parks, community centers, and street and roadway improvements to benefit low- to moderate-income residents of Miami-Dade County. Community input throughout the County consistently prioritized improvements to public facilities and infrastructure inclusive of the above-listed activities. It is projected that a minimum of 3 facilities will be improved and 7,072 persons would be served.
7. **Housing:** The County shall prioritize funding to be utilized for housing code enforcement, graffiti abatement, and for the administration of Tenant-based Rental Assistance programs. These activities will continue to be important revitalization strategies in the County's NRSAs and Eligible Block Groups. It is projected that a minimum of 1,226 people will be served and 16 housing units assisted.

#### **HOME Investment Partnerships Program**

Current data analyzed by PHCD places Miami-Dade County's rent burden among the highest in the nation. Rent burden is defined as the percentage of a household's income that is used to pay rent and related housing expenses. During recent community engagement meetings held throughout the County, residents consistently complained about the lack of affordable housing in their communities. While many of these communities have experienced new housing development, rent levels remain unaffordable, particularly for seniors on fixed incomes, youth aging out of foster care, families at risk of homelessness, and working households with incomes at or below thirty percent (30%) of the area median income. To address this need, PHCD recommends the following funding priorities:

1. **Tenant-based Rental Assistance (TBRA):** The County shall prioritize funding to agencies that administer TBRA programs. TBRA programs operate similarly to the more commonly known

Section 8 program. Under the TBRA program, households will pay no more than 30% of their incomes toward rent and related housing expenses, with the TBRA subsidy covering the difference, up to the County's Fair Market Rent (FMR). The County will target households with the greatest need, represented by those households with incomes at or below thirty percent (30%) of the area median income. Priority will be given to seniors, youth aging out of foster care, families at risk of homelessness, and persons with disabilities. Based on current funding levels, the County would expect to assist a minimum of 288 households annually.

2. **Multi-family Residential New Construction and/or Rehabilitation:** The County shall provide pre-development, construction/rehabilitation, and/or permanent financing to developers of affordable rental housing. Priority shall be given to projects in the County's lower-income target areas. Preference will be given to projects being undertaken by a qualified Community Housing Development Organization (CHDO). HOME funding is expected to produce or assist a minimum of 20 units of rental housing annually.
3. **Homeownership Rehabilitation:** The County shall provide funding to qualified nonprofit agencies, including CHDOs, to undertake the rehabilitation of homes owned by seniors and persons with disabilities who reside in the County's lower-income target areas. Based on current data, several of the County's lower-income target areas have among the oldest housing stock in the County, with many homes failing to meet code requirements, or deemed to be in substandard condition. HOME funds would be used to correct code violations, address deferred maintenance, enhance energy efficiency, and address accessibility issues, among other things. HOME funding is expected to assist a minimum of 10 elderly/senior/disabled owner-occupied households annually.

#### **Emergency Solutions Grant Program**

1. **Rapid Re-housing:** The County shall provide funding to qualified nonprofit agencies to administer rapid re-housing programs and services to individuals and families who are at risk of homelessness. The Program shall target households with incomes at or below 30% of the area median income. Such funding shall be intended to prevent displacement of households from existing housing or to provide rapid re-housing options for households recently displaced by eviction. Under the Rapid Re-housing program, the County expects to serve a minimum of 488 households or individuals annually.
2. **Emergency Shelter:** The County shall provide continued administrative funding to support the operation of the Beckham Hall Homeless Shelter. The County shall continue administrative funding for the 88-bed Beckham Hall Homeless Shelter. The shelter is expected to provide short-term (90-day maximum stay) emergency housing to a minimum of 350 homeless single men and women annually. When determining the use of ESG funds, priority shall be given to ensure the continued operation of Beckham Hall.

#### **CITIZEN'S PARTICIPATION PLAN**

U.S. HUD requires that the Five Year Consolidated Plan for each entitlement agency adopt a Citizen's Participation Plan. PHCD makes every effort to encourage the participation of all citizens, including minorities and non-English speaking persons, as well as persons with disabilities. Additionally, PHCD works to fully engage residents of public housing, along with other low-income residents of the Neighborhood Revitalization Strategy areas (NRSAs) and eligible block groups, in the process of developing and implementing the Consolidated Plan. The Citizen's Participation Plan (Appendix A) includes a clarification to the language regarding administrative approval of non-substantial changes.

To obtain community input, PHCD conducted nine (9) community-wide meetings in the north and the south areas of the County during the months of December 2011, January 2012, and May 2012. The



meetings were held in publicly accessible, transit-oriented facilities with representatives of all NRSAs, community agencies and groups, and local residents. These meetings were scheduled during the week and weekend as well as during the day and evening times so that all who desired to participate would be able to attend one or more of the meetings. PHCD also established a dedicated e-mail address on the County website so that any comments or concerns could be delivered to staff in an electronic format.

The community input for the FY 2013-2017 Consolidated Plan included the following high priorities: economic development, public service, capital improvements/infrastructure, and housing. Submitted comments are attached to the plan, as Appendix B and priorities of the Community Advisory Committees are contained in the Community Development section of the Plan.

#### **DISCUSSION OF THE NEIGHBORHOOD REVITALIZATION STRATEGY AREAS**

The Federal Register published on January 5, 1995 authorized entitlement grantees to develop comprehensive approaches to address economic development and housing needs in a designated neighborhood within their community. This approach is referred to as a Neighborhood Revitalization Strategy Area (NRSA). To meet the needs of the community, Miami-Dade County previously established NRSAs in a concerted effort to focus on the issues within specific neighborhoods. These areas must meet certain criteria established by U.S. HUD, as follows:

- The selected area must be primarily residential.
- The selected area must represent a contiguous geographic area.
- The area must contain a high percentage of Low-Mod Income (LMI) households. The percentage of LMI residents within the neighborhood must be equal to:
  - 70 percent of the total population in the selected area (if the grantee's upper quartile is greater than 70 percent LMI residents);
  - The upper quartile percentage, if the grantee's upper quartile is greater than 51 percent, but less than 70 percent LMI in the total population)

As of June 2012, Miami-Dade County's existing NRSAs include eight (8) communities representing the poorest segments of the population. These eight (8) areas include:

- |                         |                      |
|-------------------------|----------------------|
| 1. Goulds               | 5. Opa-Locka         |
| 2. Leisure City/Naranja | 6. Perrine           |
| 3. Melrose              | 7. South Miami       |
| 4. Model City           | 8. West Little River |

The following discussion is intended to set forth the most viable options for continuing the County's NRSA targeted investment strategy.

#### **Option I - Existing Structure**

This option proposes the continuation of six of the eight existing NRSAs to exclude Melrose and Goulds and the addition of Cutler Ridge for a total of seven NRSAs. Although the demographic analysis notes that the Melrose area contains nearly 79% low- to moderate-income households, Melrose contains only one Eligible Block Group based on the most recent Census. With an area of this nominal size, developing projects of any significant and meaningful impact and facilitating the organizational structure and capacity on a neighborhood basis will be severely reduced. The combination of Goulds' lower population and poverty rate in comparison to Cutler Ridge resulted in the Goulds NRSAs now being considered as a Neighborhood Outreach Areas (as described below in Tier 2). The remaining six NRSAs have active organizations and contain a larger geographic area to be serviced. The recent Census data

will dictate a change in boundaries to these NRSAs, with the current West Little River NRSA increasing in size exponentially.

A recent demographic analysis conducted by the Department of Regulatory and Economic Resource (RER) in April 2012, identified an additional five (5) new neighborhoods as meeting the U.S. HUD NRSA criteria: Biscayne North, Cutler Ridge, North Miami, Sweet Water, and West Kendall. These areas currently do not have an existing community engagement structure in place. Table 2 (attached), provides a summary of the proposed target areas under consideration for designation as an NRSA.

### **Option II - Prioritization Based on Need**

This is a hybrid option that has demonstrated successful application in other similar communities across the nation. In Arlington County, Virginia, for example, the County has established an NRSA strategy that prioritizes the eligible target areas based on an assessment of the degree of poverty, need and other key economic indicators. These neighborhoods are then categorized into tiers, with each tier defining a level of need and establishing the foundation for the type and scope of assistance that is provided. Using a similar approach, the County's eligible low-income target areas would be divided into one of two (2) tiers: 1) Neighborhood Focus NRSAs, or 2) Neighborhood Outreach Areas, as follows:

**Tier 1 – Neighborhood Focus NRSAs:** PHCD recommends designating nine (9) areas as Neighborhood Focus NRSAs: Leisure City/Naranja, Goulds, Model City, Opa Locka, Perrine, South Miami, West Little River, Biscayne North, and Cutler Ridge. These areas represent the County's neighborhoods with the greatest socio-economic needs and would receive the highest level and scope of services. As is the case with Arlington County, Virginia, the Neighborhood Focus NRSAs would be represented by Community Advisory Committees (CACs) and would be targeted to receive CDBG-funded neighborhood-specific programs and services. Based on this tiered strategy, PHCD would recommend the classification of its neighborhood "focus" areas as reflected in Table 3 (attached).

**Tier 2 – Neighborhood Outreach Areas:** PHCD recommends designating four (4) areas as Neighborhood Outreach Areas: Melrose, North Miami, Sweet Water, and West Kendall. These areas represent relatively stable neighborhoods with high populations of low-income persons but without major revitalization needs. They would be designated to receive outreach, civic engagement support and monitoring. The focus in Outreach Areas would be to ensure that low-income households are aware of County-funded programs for which they are eligible, and to foster their participation in civic affairs. Based on this tiered strategy, PHCD would recommend the classification of its neighborhood "outreach" areas, as reflected in Table 3 (attached):

### **Option III – Regional Target Areas**

PHCD considered a third option which would have combined the West Little River and Model City NRSAs, since both of these areas form one large, contiguous low-income area, that, when combined, would have served the North Dade area. The same is true of Goulds, Perrine, and Cutler Ridge, which, when combined, would have formed one large, contiguous area serving primarily South Dade. However, this option was not given full consideration after representatives of the impacted areas expressed a strong desire to maintain their separate, individual community identities and geographic boundaries.

### **Summary of NRSA Discussion**

Based on the analysis contained herein, PHCD recommends Option II. This option provides for nine (9) low-income target areas to be designated as NRSAs and four (4) low-income areas to be designated for special outreach. The proposed funding recommendations and priorities, as stated herein for the period of FY 2013 through FY 2017, would largely be targeted to address needs of low- and moderate-income



households residing in the nine (9) NRSAs but would focus some outreach efforts within the four (4) Neighborhood Outreach Areas. Given a shrinking pool of federal funding for housing, economic development, public facilities, and public service activities, it is strongly felt that this strategy would offer the greatest economic return on investment to the County and would likely result in more measurable economic, social, and physical impact in these low-income target areas.

**POLICY FOR ALLOCATION OF FY 2013 ALLOCATION OF CDBG, HOME AND ESG FUNDS**

The drastic reduction in funding in FY 2012 requires consideration of alternatives that would employ the best use of limited funds. Accordingly, PHCD is providing the Board with two options to consider in the allocation of FY 2013 federal funds, which are conservatively estimated at the same level of current year funding.

**Option I – Request for Applications (RFA) Process**

This option would allocate funds to be consistent with the categories reflected in Table 1, as follows:

**I. CDBG (\$10.6 million)**

Economic Development	24 Percent
Public Services	15 Percent
Public Facilities	34 Percent
Housing	7 Percent
Administration	20 Percent

**II. HOME (\$3.5 million)**

Tenant Based Rental Assistance	46 Percent
Multi-Family Housing Construction and /or Rehabilitation	29 Percent
Homeowner Rehabilitation (seniors/disabled)	15 Percent
Administration	10 Percent

**III. ESG (\$1.4 million)**

Rapid Re-housing	44 Percent
Emergency Shelter	56 Percent

This option is the traditional approach which PHCD currently utilizes in the annual award of CDBG, HOME and ESG funds, where agencies are awarded funding through a Request for Application (RFA). Through this process multiple projects compete for funding in the categories referenced above.

The Request for Application (RFA) would also include the award of funds for SURTAX, SHIP and any other local, state or federal funds in any RFA or other application process in accordance with policy set by the Board. This system may continue to be utilized over the next five years, but the exact types of services and facilities may change based on needs and conditions each year.

**Option II – Strategic RFA Allocation Process**

Excluding the administrative portion of the federal allocation, this option would target the use of funds as follows:

Fifty percent (50%) of CDBG funds to one or more specific NRSA(s) project(s). The objective of this approach is to identify and fund a project or projects which will have significant impact on a low- to moderate-income community. The determination of which NRSA(s) should be awarded the funds would be based on the ranking of the NRSAs, as reflected in Table 4 (attached). The activities to be funded would be determined from the list of priorities reported in the Consolidated Plan as established by the community and its respective Community Advisory Committee (CAC) during the Consolidated Plan workshops. Subsequent to the determination of which NRSA or Eligible Block Group will receive the funding for the current plan year, if a specific project has already been identified by the community, then a Request for Proposals (RFP) or Request for Applications (RFA) will be issued to find an agency to complete the specific project. The subsequent award of funds to the project/agency will be brought to the Board for approval. In those instances where there has not been a specific project identified, but the community has identified a priority need, then applications will be reviewed pursuant to an RFA to find projects which meet the priority need identified. The subsequent award of funds to the project/agency will be brought to the Board for approval.

Thirty-seven percent (37%) of CDBG funds would be reserved county-wide projects, including eligible block groups, NRSAs and Neighborhood Outreach Areas; thirteen percent (13%) of the funds would be reserved for Commission District Fund allocations. HOME funds would be prioritized for countywide shovel-ready projects and ESG funds would be allocated county-wide, both through the RFA process. In the event the ESG allocation is significantly decreased, the priority for funding would be focused on emergency shelter, specifically to ensure that Beckham Hall continues to operate.

Further, County departments' allocation can be accomplished within the overall 87 percent (50% + 37% categories) of remaining funds to be distributed via the RFA process, by directing the County departments to focus their activities within the NRSA's.

#### **Gap Financing**

In addition, PHCD requests authority to issue a SURTAX RFA for gap financing, if necessary. The County typically makes funding available for projects that have been awarded 9 percent tax credits from the State of Florida. Such gap financing would allow the projects to be completed, and avoid risking loss of the credits. The SURTAX RFA would be issued together with the method chosen by the Board or as a separate process.

#### **SUMMARY**

This item requires the following decisions by the Board:

1. Choose one (1) of the three (3) structures for Neighborhood Revitalization Strategy Areas.
  - 1.1. Option I – Maintain the Existing Structure
  - 1.2. Option II - Prioritization Based on Need (**Staff recommends this option.**)
  - 1.3. Option III – Regional Target Areas
2. Choose one (1) of the two (2) methods by which the FY 2013 federal awards should be allocated.
  - 2.1. Option I – Request for Applications (RFA) Process
  - 2.2. Option II – Strategic RFA Allocation Process (**Staff recommends this option.**)

Staff recommends an NRSA structure that is prioritized based on need (Recommendation 1.2, Option II) and a strategic RFA allocation process (Recommendation 2.2, Option II) for the use of FY 2013 federal funds.

In addition, Staff recommends the Board gives the authority to make available State Housing Initiative Partnership (SHIP), Documentary Stamp Surtax (SURTAX), and any other local and state funds in future RFAs, which will be expended county wide.



Chairman Joe A. Martinez  
and Members, Board of County Commissioners  
Page 10

Attachments

A handwritten signature in black ink, appearing to be 'R Benford', written over a horizontal line.

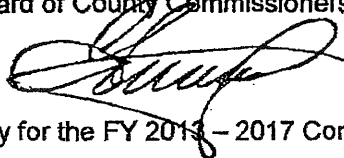
Russell Benford, Deputy Mayor

# Memorandum



**Date:** September 4, 2012

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Executive Summary for the FY 2013 – 2017 Consolidated Plan

This item was amended at the July 11, 2012 Economic Development and Social Services Committee meeting to reflect changes requested by Commissioner Dennis C. Moss and Commissioner Jean Monestime. These changes are incorporated within this item. Miami-Dade County (the County) is required to submit a Consolidated Plan (the Plan), to the United States Department of Housing and Urban Development (U.S. HUD), by November 15, 2012, in accordance with U.S. HUD's Consolidated Submissions for Community Planning and Development programs. The purpose of the Plan is to establish how the County, after a comprehensive assessment of its housing, community development, homeless and non-homeless special needs environment, proposes to utilize its Community Development Block Grant (CDBG), Home Investment Partnerships (HOME) and Emergency Solutions Grant (ESG) program funds to address the identified needs of its low-to moderate income residents.

The Plan is required to be submitted every five years with annual updates through an Annual Action Plan. The proposed Consolidated Plan is for the period FY 2013 – FY 2017. In November 2011, Public Housing and Community Development began preparations for the development of the Plan. PMG Associates, Inc. was hired as the consultants to develop the FY 2013 – FY 2017 Consolidated Plan. Through a series of 9 workshops, residents of the impacted communities within the entitlement areas of Miami-Dade County were given the opportunity to provide significant input into the priority needs of their respective communities; their input has been incorporated into the final Plan.

As the basis of our analyses, a comparison of the 2000 and 2010 census data revealed there have been significant demographic changes among communities within the Miami-Dade County entitlement areas. As a consequence of the demographic changes, there have been some major shifts in the communities with the highest concentration of low- to moderate-income individuals and households. These demographic changes will require the Board of County Commissioners (the Board) in their approval of the Plan to make some critical decisions on which low- to moderate-income communities should be given priority for funding. In the past, the County has utilized U.S. HUD's guidelines to establish Neighborhood Revitalization Strategy Areas (NRSAs), for the purpose of prioritizing which communities should be the focus of the County's allocation of its federal grant funds.

In FY 2012 the County experienced reductions of 31 percent and 44 percent in its CDBG and HOME allocations respectively, in its annual entitlement from U.S HUD. These reductions will require the Board, during their deliberations on the Plan, to make strategic decisions on how the County's FY 2013 federal funds will be allocated, as funding projections are anticipated at the same levels as the current year.

## **STAFF RECOMMENDATIONS**

This item seeks approval from the Board on the following:

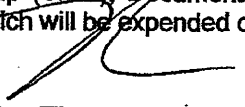
1. Approve and authorize submission of the FY 2013 – FY 2017 Consolidated Plan to US HUD by November 15, 2012.
2. Adopt a policy for composition of NRSAs for the next five years with three (3) options:
  - a. **Option I - Continue Existing Structure:** Continue with 6 of 8 existing NRSAs and add one (1) new NRSA for a total of 7 NRSAs.
  - b. **Option II - Prioritization Based on Need: (Staff recommends this option.)** Establish NRSA strategy that prioritizes the eligible target areas (categorized into tiers) based on an assessment of the degree of poverty, need and other key economic indicators to provide for nine (9) Neighborhood Focus NRSAs and four (4) Neighborhood Outreach Areas.



- c. **Option III – Regional Target Areas:** Combine NRSAs to form one large, contiguous low-income area serving the North Dade, Central Dade and South Dade communities.
3. Adopt a policy for allocation of FY 2013 CDBG, HOME, and ESG funds based on two options:
  - a. **Option I - Request for Applications (RFA) Process:** Allocate funds through an annual Request-For-Application process.
  - b. **Option II - Strategic RFA Allocation Process: (Staff recommends this option.)** Allocate funds through a strategic RFA process to projects or activities which will have a significant impact on the NRSA, which has been ranked as having the greatest need, based on an evaluation of approximately 15 variables representing indicators of poverty with the community. Excluding the administrative portion of the federal allocation, this option would target the use of funds as follows:
    - Excluding the administrative portion and funds allocated to County departments, a minimum of fifty percent (50%) of the remaining CDBG funds are to be used for economic development in the specific NRSA(s).
    - Thirty-seven percent (37%) of CDBG funds would be reserved county-wide projects, including eligible block groups, NRSAs and Neighborhood Outreach Areas.
    - Thirteen percent (13%) of the funds would be reserved for Commission District Fund allocations.
    - County departments' allocation can be accomplished within the overall 87 percent (50% + 37% categories) of remaining funds to be distributed via the RFA process, by directing the County departments to focus their activities within the NRSA's.
    - HOME funds would be prioritized for countywide shovel-ready projects and ESG funds would be allocated county-wide, both through the RFA process. In the event the ESG allocation is significantly decreased, the priority for funding would be focused on emergency shelter.
4. Authorize the County Mayor or County Mayor's designee to approve the inclusion of State Housing Initiative Partnership (SHIP), Documentary Stamp Surtax (SURTAX), and any other local, state or federal funds, which may become available in the FY 2013 Action Plan. In addition, PHCD requests authority to issue a SURTAX RFA for gap financing, if necessary. The County typically makes funding available for projects that have been awarded 9 percent tax credits from the State of Florida. Such gap financing would allow the projects to be completed, and avoid risking loss of the credits. The SURTAX RFA would be issued together with the method chosen by the Board or as a separate process.
5. Authorize the County Mayor or the County Mayor's designee to receive and expend grant funds, and to execute such contracts, agreements, Memoranda of Understanding (MOU), and amendments, after approval by the County Attorney, as required by program guidelines; apply for, receive, and expend additional funds that may become available during the term of the grant; to file and execute any amendments to the application for and on behalf of the County; and to exercise amendments, modifications, renewal, cancellation, and termination clauses of any contracts and agreements, subject to the approval of the County Attorney's Office.

#### **SUMMARY**

Staff recommends an NRSA structure that is prioritized based on need (Recommendation 2, Option II) and a strategic RFA allocation process (Recommendation 3, Option II) for the use of FY 2013 federal funds. In addition, Staff recommends the Board gives the authority to make available State Housing Initiative Partnership (SHIP), Documentary Stamp Surtax (SURTAX), and any other local and state funds in future RFAs, which will be expended county wide.

  
Russell Benford, Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** September 4, 2012

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

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

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Manager'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 \_\_\_\_\_

Agenda Item No. 8 (K) (1)

Veto \_\_\_\_\_

9-4-12

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING MIAMI-DADE COUNTY'S FY 2013 – 2017 CONSOLIDATED PLAN; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO SUBMIT THE FY 2013 – 2017 CONSOLIDATED PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; ADOPTING A POLICY FOR ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT, HOME INVESTMENT PARTNERSHIPS, AND EMERGENCY SOLUTIONS GRANT PROGRAM FUNDS IN THE FY 2013 ACTION PLAN; ADOPTING A POLICY FOR COMPOSITION OF NEIGHBORHOOD REVITALIZATION STRATEGY AREAS FOR THE NEXT FIVE YEARS

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

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

Section 1. The Board approves the FY 2013-2017 Consolidated Plan and authorizes the County Mayor or the County Mayor's designee to submit the FY 2013 – 2017 Consolidated Plan to the U.S. Department of Housing and Urban Development.

Section 2. The Board adopts Option II as set forth in the accompanying justification memorandum, as a policy for composition of Neighborhood Revitalization Strategy Areas (NRSAs) for the next five years.

Section 3. The Board adopts Option II, as set forth in the accompanying justification memorandum, as a policy for allocation of Community Development Block Grant, HOME

Investment Partnerships, and Emergency Solutions Grant program funds applicable to the FY 2013 Action Plan.

Section 4. The Board authorizes the County Mayor or County Mayor's designee to include any available State Housing Initiative Partnership; Documentary Stamp Surtax and any other local state or federal funds in any Request for Application or other application process in accordance with policy set by the Board.

Section 5. The Board authorizes the County Mayor or County Mayor's designee to apply for and receive other federal, state or local grant funds as they become available.

Section 6. The Board authorizes the County Mayor or County Mayor's designee to execute such contracts, agreements, memoranda of understanding, and amendments, after approval by the County Attorney, as required by program guidelines or to fulfill the purposes of this resolution. The Board further authorizes the County Mayor or County Mayor's designee to file and execute any amendments to the applications for grant funds on behalf of the County; and to exercise amendments, modifications, renewal, cancellation, and termination clauses of any contracts and agreements, subject to the approval of the County Attorney's Office

Section 7. The County Mayor or County Mayor's designee is directed to execute the Consolidated Plan and subsequent Request For Applications (RFA) or other processes in a manner consistent with Resolution No. R-596-12.

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



Joe A. Martinez, Chairman

Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro

Esteban L. Bovo, Jr.

Sally A. Heyman

Jean Monestime

Rebeca Sosa

Xavier L. Suarez

Lynda Bell

Jose "Pepe" Diaz

Barbara J. Jordan

Dennis C. Moss

Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 4<sup>th</sup> day of September, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Brenda Kuhns Neuman



**Table 1: FY 2013 Priorities and Proposed Outcomes**

Proposed Activity	Funding Source	Category	Projected Funding Amount	Annual Outcomes
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG):				
Economic Development – 24% (includes Small Business and Microenterprise lending; Technical Assistance to Businesses; Small Business Incubators; and, Special Economic Development )	CDBG	Economic Development	\$2,538,843	77 Jobs created
Public Services – 15% (includes Meals programs for the elderly and disabled, Juvenile diversion programs, Employment training and assistance, Childcare and Transportation Services)	CDBG	Public Service	\$1,591,676	4,548 people served
Public Facilities & Capital Improvements – 34.2% (includes parks and recreational facilities; Street, Sidewalk, Roadway, and Drainage Improvements; and improvements to senior and youth facilities)	CDBG	Public Facilities and Capital Improvements	\$3,633,859	7,072 people served; 3 facilities improved.
Housing – 6.8% (includes housing code enforcement, graffiti abatement, and Tenant-based Rental Assistance)	CDBG	Housing	\$724,562	1,226 people served; 16 housing units assisted
Administrative – 20%	CDBG	Program Administration	\$2,122,235	
	TOTAL – CDBG:		\$10,611,175	
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME):				
Tenant-based Rental Assistance (TBRA) – 46.5%	HOME	Housing	\$1,630,596	288 households served
Multi-Family Housing Construction and/or Rehabilitation – 28.5%	HOME	Housing	\$1,000,000	20 rental units constructed or rehabilitated
Homeowner Rehabilitation (seniors/disabled) – 15%	HOME	Housing	\$526,120	10 owner-occupied units rehabilitated
Administration – 10%	HOME	Program Administration	\$350,746	
	TOTAL – HOME:		\$3,507,462	
EMERGENCY SOLUTIONS GRANT PROGRAM (ESG):				
Rapid Re-housing – 44%	ESG	Homeless/AIDS Housing	\$621,431	488 households served
Emergency Shelter – 56%	ESG	Homeless/AIDS Housing	\$788,826	350 individuals served
	TOTAL – ESG:		\$1,410,257	



**Table 2: Areas Eligible for Designation as a Neighborhood Revitalization Strategy Area**

Target Area	Advantages	Disadvantages	Recommendation
Biscayne North	Area currently meets U.S. HUD NRSA criteria. Would target resources to previously under-served area of County.	No existing CAC structure in place; no existing community development capacity to implement projects, activities, or services; small geographic area limits potential economic impact to County. Would require costly investment to create required infrastructure and capacity, with no immediate return on investment.	Recommended for a new NRSA designation.
Cutler Ridge	Area currently meets U.S. HUD NRSA criteria. Would target resources to previously under-served area of County.	No existing CAC structure in place; no existing community development capacity to implement projects, activities, or services; small geographic area limits potential economic impact to County. Would require costly investment to create required infrastructure and capacity, with no immediate return on investment.	Recommended for a new NRSA designation.
Goulds	Existing NRSA; CAC community engagement infrastructure in place; some local capacity exists to implement projects, programs, and services; community plans/charrettes in place and ready for implementation.	Only limited community development capacity and infrastructure in place to implement projects, activities, or services.	Recommended for a continued NRSA designation.
Leisure City/Naranja	Existing NRSA; CAC community engagement infrastructure in place; some local capacity exists to implement projects, programs, and services; community plans/charrettes in place and ready for implementation.	Only limited community development capacity and infrastructure in place to implement projects, activities, or services.	Recommended for a continued NRSA designation.
Melrose	Existing NRSA; CAC community engagement infrastructure in place.	Very limited geographic area will not result in measurable economic impact to County; extremely low community participation. No existing community development capacity and infrastructure in place to implement projects, activities, or services.	Not recommended for a continued NRSA designation.
Model City	Existing NRSA; CAC community engagement infrastructure in place; large geographic area; large low-mid population; some local capacity exists to implement projects, programs, and services; community plans/charrettes in place and ready for implementation; high level of community participation.	Only limited community development capacity and infrastructure in place to implement projects, activities, or services. Leadership development required.	Recommended for a continued NRSA designation.
North Miami	Area currently meets U.S. HUD NRSA criteria. Would target resources to previously under-served area of County.	No existing CAC structure in place; no existing community development capacity to implement projects, activities, or services; small geographic area limits potential economic impact to County. Would require costly investment to create required infrastructure and capacity, with no immediate return on investment.	Not recommended for a NRSA designation.
Opa-Locka	Existing NRSA; CAC community engagement infrastructure in place; some local capacity exists to implement projects, programs, and services; community plans/charrettes in place and ready for implementation.	None	Recommended for a continued NRSA designation.

**Table 2: Areas Eligible for Designation as a Neighborhood Revitalization Strategy Area**

Target Area	Advantages	Disadvantages	Recommendation
Perrine	Existing NRSA; CAC community engagement infrastructure in place; some local capacity exists to implement projects, programs, and services; community plans/charrettes in place and ready for implementation; high level of community participation.	None	Recommended for a continued NRSA designation.
South Miami	Existing NRSA; CAC community engagement infrastructure in place; community plans/charrettes in place and ready for implementation; high level of community participation.	No existing community development capacity to implement projects, activities, or services; small geographic area limits potential economic impact to County. Would require costly investment to create required infrastructure and capacity, with no immediate return on investment.	Recommended for a continued NRSA designation.
Sweetwater	Area currently meets U.S. HUD NRSA criteria. Would target resources to previously under-served area of County.	No existing CAC structure in place; no existing community development capacity to implement projects, activities, or services; small geographic area limits potential economic impact to County. Would require costly investment to create required infrastructure and capacity, with no immediate return on investment.	Not recommended for a NRSA designation.
West Kendall	Area currently meets U.S. HUD NRSA criteria. Would target resources to previously under-served area of County.	No existing CAC structure in place; no existing community development capacity to implement projects, activities, or services; small geographic area limits potential economic impact to County. Would require costly investment to create required infrastructure and capacity, with no immediate return on investment.	Not recommended for a NRSA designation.
West Little River	Existing NRSA; CAC community engagement infrastructure in place; large geographic area; large low-mid population; some local capacity exists to implement projects, programs, and services; community plans/charrettes in place and ready for implementation; high level of community participation.	Only limited community development capacity and infrastructure in place to implement projects, activities, or services.	Recommended for a continued NRSA designation.

**Table 3: Neighborhood Revitalization Strategy Area - Tiered Classification System**

Tier 1 Neighborhood Focus NRSAs	Tier 2 Neighborhood Outreach Areas
1. Model City	1. Sweetwater
2. Opa-Locka	2. Melrose
3. Leisure City/Naranja	3. West Kendall
4. West Little River	4. North Miami
5. Perrine	
6. Cutler Ridge	
7. South Miami	
8. Goulds	
9. Biscayne North	



Table 4: NRSAs AND OUTREACH AREAS: NEED ESTIMATES

Area	Total Population	Poverty Rate	Less Than High School Diploma (Percent of Population 25 Years and Over)	Median Household Income	Cost Burdened Households (Percent of Total Households)	Female: Households with one or more people under 18 years of age (Percent of Total Households)	Structures Built before 1960 (%)	Percent Low Mod	Percent Vacant HU	Unemployment Rate	Percent Households With No Vehicle	RANKING SCORE
Model City	23,014	40.8%	34.3%	\$22,710	59.3%	26.7%	17.0%	79.9%	20.4%	18.4%	28.8%	165
Opa-Locka	15,366	30.3%	37.6%	\$21,322	62.5%	17.9%	12.3%	71.3%	13.1%	14.3%	21.9%	143
Leisure City / Naranja	25,665	33.0%	38.9%	\$29,266	63.8%	20.0%	2.0%	69.2%	12.4%	10.7%	12.0%	139
West Little River	40,671	28.2%	34.1%	\$30,454	60.3%	19.1%	14.8%	69.3%	8.1%	12.1%	18.8%	137
Pertine	5,602	41.3%	17.6%	\$19,999	60.7%	31.5%	9.0%	74.1%	16.5%	18.4%	34.6%	129
Culler Ridge	7,377	29.0%	32.6%	\$22,266	61.9%	13.8%	4.6%	77.1%	9.7%	11.3%	34.6%	128
South Miami	1,711	52.1%	36.3%	\$14,819	72.2%	27.8%	17.9%	88.5%	19.4%	13.1%	37.2%	128
Goulds	5,743	27.9%	32.2%	\$30,166	53.4%	20.6%	2.2%	71.3%	13.8%	9.2%	18.7%	94
Biscayne North	4,875	20.8%	32.2%	\$29,773	64.0%	19.1%	7.9%	75.2%	8.5%	14.1%	19.3%	91
Sweetwater	5,608	32.9%	39.1%	\$23,308	65.3%	14.8%	1.0%	71.1%	2.5%	7.3%	15.5%	91
Melrose	2,492	30.7%	39.0%	\$27,370	62.9%	6.5%	28.4%	79.0%	7.3%	6.0%	17.2%	80
West Kendall	5,875	15.8%	24.7%	\$39,999	64.8%	13.5%	0.0%	67.9%	9.1%	6.4%	6.7%	76
North Miami	4,650	25.0%	29.0%	\$37,872	54.5%	13.5%	9.1%	71.5%	10.8%	10.0%	10.2%	69
<b>Miami-Dade County</b>	<b>2,457,044</b>	<b>16.8%</b>	<b>23.5%</b>	<b>\$42,989</b>	<b>55.7%</b>	<b>10.8%</b>	<b>10.6%</b>	<b>49.5%</b>	<b>14.0%</b>	<b>7.6%</b>	<b>11.3%</b>	

\* Renters and owners with or without a mortgage, paying 30 percent or more of their household income for monthly housing costs (excluding housing units whose monthly housing costs could not be computed).

Source: U.S. Census Bureau, 2005-2009 American Community Survey 5-Year estimates. Prepared by Planning Research Section, Department of Regulatory and Economic Resources, June 2012.

Note: The above Neighborhood Revitalization Strategy Areas (NRSAs) satisfy the HUD criteria regarding areas designated as NRSAs. The criteria include that the area must be comprised of at least 70 percent low/moderate persons or in the upper quartile of the jurisdiction, is predominantly residential, and that all block groups that comprise the NSRA are contiguous. In order to rank the relative needs of these areas a distress index was developed using factors that are associated with socio-economic distress. These factors are indicated above. In addition to these qualitative measures of the intensity of distress, population was included in order to capture the magnitude of need in the area.

# **Attachment # 7**

## **CDBG Program Information**

## SUMMARY OF NATIONAL OBJECTIVES

*This section summarizes the National Objectives of the Community Development Block Grant Program contained in the Code of Federal Regulations, Title 24, Part 570, Sections 570.200(a)(2) and (3), 570.208(a)-(d), and 570.506. For a more complete description, consult the regulations and the Community Development Block Grant Program Guide to National Objectives & Eligible Activities for Entitlement Communities (Desk Guide) on the HUD Web site at [www.hud.gov/offices/cpd/communitydevelopment/library/index.cfm](http://www.hud.gov/offices/cpd/communitydevelopment/library/index.cfm).*

### NATIONAL OBJECTIVES

Each activity, except planning and administrative activities, must meet one of the CDBG program's three broad National Objectives:

1. Benefit low- and moderate-income persons,
2. Aid in the prevention or elimination of slums or blight, or
3. Meet community development needs having a particular urgency.

At least 70 percent of the grantee's overall expenditures during a one-, two- or three-year period (specified by the grantee) must be used for activities that benefit low- and moderate-income persons.

#### 1. Activities benefiting low- and moderate-income persons

##### a) Area benefit activities

An activity, the benefits of which are available to *all* the residents in a particular area, where at least 51 percent of the residents are low- and moderate-income persons. The service area must be primarily residential, and the activity must meet the identified needs of low- and moderate-income persons. Examples include: street improvements, water and sewer lines, neighborhood facilities, and facade improvements in neighborhood commercial districts. Such an activity must meet one of the following qualifying criteria:

- (1) Fifty-one percent of the persons residing in the service area are low and moderate income, supported by the most recently available decennial census information, together with the Section 8 income limits that would have applied at the time the income information was collected by the Census Bureau. (HUD provides grantees with information by census tract and block group that may be used to determine this percentage); or
- (2) Fifty-one percent of the persons residing in the service area are low- and moderate-income residents supported by a current survey of the residents of the service area *if* the recipient believes that the census data do not reflect current relative income levels in an area, *or* where census boundaries do not coincide sufficiently well with the service area of an activity. The survey results must meet statistical reliability standards and be approved by HUD; or
- (3) Under the Exception Criteria, a service area that contains less than 51 percent low- and moderate-income residents will be considered to meet this National Objective if the proportion of low- and moderate-income persons in the area is within the *highest quartile* of all areas in the recipient's jurisdiction in terms of the degree of concentration of such persons.



HUD will determine the lowest proportion a recipient may use to qualify an area for this purpose.

**Records to be maintained:**

- Boundaries of the service area;
- Data showing the percent of low- and moderate-income persons residing in the service area; and
- Data showing that the area qualifies under the exception rule if the percent of low- and moderate-income persons in the service area is less than 51 percent. Specific data requirements for the Consolidated Annual Performance and Evaluation Report (CAPER) can be found in the Appendix to Chapter 6, CAPER Information.

**b) Limited clientele activities**

- (1) An activity that benefits a limited clientele, at least 51 percent of whom are low- and moderate-income persons. Examples include: construction of a senior center; public services for the homeless; meals on wheels for the elderly; and construction of job training facilities for the handicapped. The activity must meet one of the following qualifying criteria:
  - (a) The activity must exclusively serve a group of persons in any one or a combination of categories generally presumed to be principally low and moderate income: abused children, battered spouses, elderly persons, adults meeting the definition of “severely disabled” in the Bureau of Census’s Current Population Reports, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; or
  - (b) Information must be required on family size and income to document that at least 51 percent of the clientele are persons whose family income does not exceed Section 8 low- and moderate-income limits; or
  - (c) The activity must have income eligibility requirements that limit the activity exclusively to low- and moderate-income persons; or
  - (d) The activities must be of such nature and in such location that it may be reasonably concluded that the activity's clientele will primarily be low- and moderate-income persons.
- (2) A special project that serves to remove material and architectural barriers that restrict the mobility and accessibility of elderly persons or of adults meeting the definition of “severely disabled” in the Bureau of Census’s Current Population Reports will qualify if it is restricted, to the extent practicable, to the removal of such barriers by assisting:
  - the reconstruction of a public improvement or facility, or portion thereof, that does not serve an area that is predominantly low and moderate income;
  - the rehabilitation of a privately owned non-residential building or improvement that does not serve an area that is predominantly low or moderate income or create or retain jobs primarily for low- and moderate-income persons; or,

- the rehabilitation of the common areas of a residential structure that is not principally occupied by low- and moderate-income households.

**Records to be maintained:**

One of the following types of documentation must be kept for each activity:

- Documentation showing that the activity is designed for and used by a segment of the population presumed by HUD to be principally low and moderate income; or
- Documentation describing how the nature and, if applicable, the location of the activity establishes that it will primarily benefit low- and moderate-income persons; or
- Date showing the size and annual income of the family of each person receiving the benefit; or
- Data showing that the activity is a special project removing accessibility barriers in the limited cases described above.

c) **Housing activities**

An activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be principally occupied by low- and moderate-income households. Examples include: property acquisition or rehabilitation of property for permanent housing; conversion of non-residential structures into permanent housing; and new housing construction. The activity must meet the following qualifying criteria:

- (1) One-unit structures must be occupied by low- and moderate-income households.
- (2) Two-unit structures must have at least one unit occupied by a low- and moderate-income household.
- (3) Structures containing more than two units must have at least 51 percent of the units occupied by low- and moderate-income households.
- (4) Rental buildings under common ownership and management that are located on the same or contiguous properties may be considered as a single structure.
- (5) For rental housing, occupancy by low- and moderate-income households must be at affordable rents, consistent with standards adopted and publicized by the CDBG grantee for determining “affordable rent” levels.
- (6) Assistance to reduce the development cost of the new construction of non-elderly, multi-unit rental structures may qualify if: (a) at least 20 percent of the units are occupied by low- and moderate-income households; (b) where low- and moderate-income occupancy is between 20 percent and 51 percent, the CDBG proportion of the total development costs (including the costs of all work from design and engineering through completion of the physical

improvements and, if integral to the project, the costs of acquisition) is no greater than the proportion of units occupied by low- and moderate-income households.

**Records to be maintained:**

- A copy of the written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-unit structure assisted and the number of those units that will be occupied by low- and moderate-income households after assistance.
- The total cost of the activity, including both CDBG and non-CDBG funds.
- For each unit occupied by a low- and moderate-income household, the size, ethnicity, and income of the household.
- For rental housing only:
  - Rent charged (or to be charged) after assistance, for each dwelling unit in each structure assisted; and
  - Information as necessary to show the affordability of units occupied (or to be occupied) by low- and moderate-income households pursuant to criteria established and made public by the grantee.
- For each property acquired on which there are no structures, evidence of commitments ensuring that the above criteria will be met when the structures are built.
- Where applicable, records documenting that the activity qualified under the exception allowed for new construction of non-elderly, multi-unit, rental housing.

**d) Job creation or retention activities**

An activity designed to create or retain permanent jobs where at least 51 percent of that, computed on a full-time equivalent (FTE) basis, involve the employment of low- and moderate-income persons. Potentially eligible activities include: construction by the grantee of a business incubator designed to offer space and assistance to new firms to help them become viable small businesses; loans to pay for the expansion of a plant or factory; and assistance to a business to prevent closure and a resultant loss of jobs for low- and moderate-income persons. As a general rule, each assisted business shall be considered to be a separate activity for purposes of determining whether the activity qualifies. However, in certain cases, such as where CDBG funds are used to acquire, develop or improve real property (e.g., a business incubator or an industrial park), the requirement may be met by measuring jobs in the aggregate for all the businesses that locate on the property, provided such businesses are not otherwise assisted by CDBG funds. Additionally, where CDBG funds are used to pay for the staff and overhead costs of an entity making loans to businesses from non-CDBG funds, this requirement may be met by aggregating the jobs created or retained by all of the businesses receiving loans during each program year. Finally, a job creation/retention activity undertaken pursuant to the strategy for a HUD-approved Neighborhood Revitalization Strategy Area may be considered to meet the low/moderate area benefit National Objective under 570.208(d)(5)(i).



Jobs may be taken by low- and moderate-income persons or made available to such persons. Jobs are only considered to be *available to* low- or moderate-income persons when:

- (1) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and
- (2) Local government and/or the assisted business take actions to ensure that low- and moderate-income persons receive *first consideration* for filling such jobs.

**Records to be maintained for benefit based on job creation:**

Where the grantee chooses to document that at least *51 percent of the jobs will be available to* low- and moderate-income persons, documentation for each assisted business shall include:

- A copy of a written agreement, containing:
  - A commitment by the business that it will make at least 51 percent of the FTE jobs available to low- and moderate-income persons and will provide training for any of those jobs requiring special skills or education;
  - A listing by job title of the permanent jobs to be created, indicating which jobs will be available to low- and moderate-income persons, which jobs require special skills or education, and which jobs are part-time; and,
  - A description of the actions to be taken by the grantee and business to ensure that low- and moderate-income persons receive *first consideration* for these jobs; and
- A listing by job title of the permanent jobs filled, and which jobs were available to low- and moderate-income persons, as well as a description of how first consideration was given to any such persons for these jobs. The description shall include what type of hiring process was used; the names of the low- and moderate-income persons interviewed for each such job; and those hired.

**or**

Where the grantee chooses to document that at least *51 percent of the jobs will be held by* low- and moderate-income persons, documentation for each assisted business shall include:

- A copy of a written agreement, containing:
  - A commitment by the business that at least 51 percent of the jobs created, on a full-time equivalent basis, will be held by low- and moderate-income persons; and,
  - A listing by job title of the permanent jobs to be created (identifying which are part-time, if any).
- A listing by job title of the permanent jobs filled and which jobs were *initially taken by* low- and moderate-income persons; and

- For each low- and moderate-income person hired, information on the size and annual income of the person's family prior to the time the person was hired for the job, or evidence that the person may be presumed to be low or moderate income based on the location of the business or the person's residence [see §570.208(a)(4)(iv)].

**For benefit based on job retention, the following documentation must be kept:**

- Evidence that in the absence of CDBG assistance, the jobs would be lost; and,
- For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by low- and moderate-income persons at the time the assistance is provided; and,
- Where applicable, identification of any of the retained jobs (other than those known to be held by low- and moderate-income persons) that are projected to become available to low- and moderate-income persons through job turnover within two years of the time CDBG assistance is provided, and information on how the turnover projections were calculated; and,
- For each retained job claimed to be held by a low- and moderate-income person, information on the size and annual income of the person's family, or evidence that the person may be presumed to be low or moderate income based on the location of the business or the person's residence [see §570.208(a)(4)(iv)]; and,
- For jobs claimed to be available to low- and moderate-income persons based on job turnover: a description covering the items required for "available to" jobs identified above; a listing of each job that has turned over to date, indicating which of those jobs were either taken by, or made available to low- and moderate-income persons; and a description of how "first consideration" was given to low- and moderate-income persons for those jobs.

**2. Activities that aid in the prevention or elimination of slums or blight**

**a) Activities to address *slums or blight* on an area basis**

An activity that aids in the prevention or elimination of slums or blight in a designated area. Examples include: assistance to commercial or industrial businesses, public facilities or improvements, and code enforcement **in a blighted neighborhood**. The activity must meet *all* of the following qualifying criteria:

- (1) The area, delineated by the grantee, must meet a definition of a slum, blighted, deteriorated or deteriorating area under state or local law;
- (2) There must be a substantial number of deteriorated or deteriorating buildings throughout the area, or the public improvements are in a general state of deterioration;
- (3) The activity must address one or more of the conditions that contributed to the deterioration of the area; and

- (4) If rehabilitation of residential buildings not occupied by low- and moderate-income households is undertaken, each such building rehabilitated must be considered substandard under local definition before rehabilitation, and *all deficiencies making a building substandard must be corrected before less critical work on the building may be undertaken.*

**Records to be maintained:**

- Boundaries of the area.
- A description of the conditions that qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the qualifying criteria.
- For each residential rehabilitation activity:
  - A local definition of 'substandard' that must be at least as stringent as the housing quality standards used in the Section 8 Housing Assistance Payment Program - Existing Housing; and
  - A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated; and
  - Details and scope of CDBG-assisted rehabilitation, by structure

b) **Activities to address slums or blight on a spot basis**

An activity that aids in the prevention or elimination of slums or blight *outside of a slum or blighted area*. Examples include: elimination of faulty wiring, falling plaster, or other similar conditions that are detrimental to all potential occupants; historic preservation of a deteriorated public facility; and demolition of a vacant, deteriorated, abandoned building. The activity must meet the following qualifying criteria:

- (1) The activity must be designed to eliminate *specific conditions of blight or physical decay* on a spot basis; and
- (2) The activity must be limited to *acquisition, clearance, relocation, historic preservation, and/or rehabilitation of buildings*. Rehabilitation is limited to the extent necessary to eliminate specific conditions *detrimental to public health and safety*.

**Records to be maintained:**

- A description of the specific condition of blight or physical decay treated;
- For rehabilitation carried out under this category, a description of the structure, including:
  - The specific conditions detrimental to public health and safety that were identified; and



- Details and scope of the CDBG-assisted rehabilitation.

c) **Activities to address slums or blight in an urban renewal area**

An activity that aids in the elimination or prevention of slums or blight in an urban renewal area. The activity must meet the following qualifying criteria:

- (1) The activity must be located within a Federally designated *urban renewal project area or Neighborhood Development Program (NDP) action area*; and,
- (2) The activity must be *necessary to complete the urban renewal plan*, then in effect, including *initial* land redevelopment permitted by the plan.

**Records to be maintained:**

- A copy of the Urban Renewal Plan, in effect at the time the CDBG activity is carried out, including maps and supporting documentation.

**3. Activities designed to meet urgent community development needs**

An activity designed to alleviate existing conditions that have a particular urgency. Examples include reconstruction of water and sewer lines destroyed by major catastrophes or emergencies such as floods or tornadoes. The activity must meet the following qualifying criteria:

- a) The existing conditions must pose a *serious and immediate threat to the health or welfare* of the community;
- b) The existing conditions are of *recent origin* or recently became urgent (generally within the past 18 months);
- c) The grantee is *unable to finance* the activity on its own; and
- d) *Other sources of funding are not available.*

**Records to be maintained:**

- Documentation concerning the nature and degree of seriousness of the condition requiring assistance;

Evidence that the grantee certified that the CDBG activity was designed to address the urgent need;

- Information on the timing of the development of the serious condition; and
- Evidence confirming that other financial resources to alleviate the need were not available.

**4. Additional Criteria**

- a) According to 24 CFR 570.208(d), where the assisted activity is *acquisition of real property*, a preliminary determination of whether the activity addresses a National Objective may be based on

the planned use of the property after acquisition. The documentation required depends on planned use.

- b) *Where acquisition is for the purpose of clearance* that will eliminate specific conditions of blight or physical decay, *the clearance activity will be considered the actual use of the property.* However, any subsequent use or disposition of the cleared property is treated as “change of use” under §570.505.

## STATEMENT OF ELIGIBLE AND INELIGIBLE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ACTIVITIES

*This is a summary of certain activities that are eligible and ineligible for assistance under the Community Development Block Grant (CDBG) program pursuant to the governing regulations in the Code of Federal Regulations, Title 24, Part 570, Sections 570.200-570.207. For a more complete description, the regulations should be consulted. The Community Development Block Grant Program Entitlement Communities (Desk Guide) at [www.hud.gov/offices/cpd/communitydevelopment/library/index.cfm](http://www.hud.gov/offices/cpd/communitydevelopment/library/index.cfm).*

### General Policies - §570.200

The primary objective of the CDBG Program is the development of viable urban communities, by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income. Funds must be used to carry out activities that will meet one of the three broad National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet other community development needs having a particular urgency. At least 70 percent of the total CDBG funds expended must be used for activities that benefit low- and moderate-income persons, over a one-, two-, or three-year period (selected by the grantee).

### Basic Eligible Activities - §570.201

- (a) Acquisition in whole or in part by purchase, long-term lease, donation, or otherwise, of real property for any public purpose, subject to the limitations of §570.207.
- (b) Disposition of real property acquired with CDBG funds through sale, lease or donation, or otherwise; or its retention for public purposes.
- (c) Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, *except buildings for the general conduct of government*. Activities may include:
- Design features and improvements that promote energy efficiency; and
  - Architectural design features and treatments intended to enhance the aesthetic quality of facilities and improvements.

Eligible facilities include those serving persons having special needs such as homeless shelters; convalescent homes; hospitals; nursing homes; battered spouse shelters; halfway houses for run-away children, drug offenders or parolees; group homes for the developmentally disabled; and temporary housing for disaster victims.

In certain cases, non-profit entities and subrecipients (including CBDOs qualifying under §570.204) may acquire title to public facilities; when owned by non-profit entities or other such subrecipients, such facilities must be operated so as to be open for use by the general public during all normal hours of operation.

- (d) Clearance, demolition, removal of buildings and improvements, and movement of structures to other sites. Demolition of HUD-assisted or HUD-owned housing units may be undertaken only with the prior approval of HUD. CDBG funds may also be used for physical removal of environmental contaminants or treatment of such contaminants to render them harmless.
- (e) Provision of public services (including labor, supplies and materials) such as those concerned with employment, crime prevention, child care, health care, education, homebuyer down payment assistance, public safety, fair housing counseling, recreation, senior citizens, homeless persons, drug abuse counseling and treatment, and energy conservation counseling and testing. The services must meet each of the following criteria:
  - The service must either be new or a quantifiable increase in the level of a service above that which has been provided with state or local funds in the previous twelve calendar months; and
  - The amount obligated for public services shall not exceed 15 percent of the annual grant, plus 15 percent of the program income received by the grantee and its subrecipients during the previous program year.
- (f) Interim assistance to correct objectively determinable signs of physical deterioration in areas where immediate action is necessary and where permanent improvements will be carried out as soon as practicable; or to alleviate emergency conditions threatening the public health and safety and requiring immediate resolution.
- (g) Payment of the non-Federal share required in connection with a Federal grant-in-aid program undertaken as part of CDBG activities.
- (h) Completion of urban renewal projects funded under Title I of the Housing Act of 1949, as amended.
- (i) Relocation payments and assistance to displaced individuals, families, businesses, non-profit organizations, and farm operations.
- (j) Payment to housing owners for losses of rental income incurred in holding units for persons displaced by relocation activities.
- (k) Payment of costs in support of activities eligible for funding under the HOME program.
- (l) Acquisition, construction, reconstruction, rehabilitation or installation of the distribution lines and facilities of privately owned utilities.
- (m) CDBG may be used for the construction of housing assisted under Section 17 of the U.S. Housing Act of 1937.
- (n) Direct assistance to facilitate and expand low- and moderate-income homeownership by subsidizing mortgage rates and principal amounts, financing the acquisition of housing occupied by low- and



moderate-income persons, acquiring guarantees of financing obtained from private lenders, providing up to 50 percent of down payment, or paying reasonable closing costs.

(o) Microenterprise Assistance

1. The provision of assistance to facilitate economic development by:
  - Providing credit and financial support, for the establishment, stabilization, and expansion of microenterprises;
  - Providing technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises; and
  - Providing general support, including peer support programs, counseling, child care, transportation and other similar services to owners of microenterprises and persons developing microenterprises.
2. Services provided under this eligibility category are not subject to the restrictions on public services contained in 570.201(e).
3. “Persons developing microenterprises” are persons who have expressed interest and who are, or after an initial screening process, are expected to be, actively working toward developing businesses, each of which is expected to be a microenterprise at the time it is formed. A “microenterprise” is a business having five or fewer employees, at least one of whom is the owner.

(p) Provision of technical assistance to public or non-profit entities to increase their capacity to carry out eligible neighborhood revitalization or economic development activities, provided:

- The recipient determines, prior to the provision of the assistance, that the activity for which it is attempting to build capacity would be eligible for CDBG assistance; and
- The National Objective claimed by the grantee can reasonably be expected to be met once the entity has received the technical assistance and undertakes the activity.

Capacity building for private or public entities (including grantees) for other purposes may be eligible under §570.205.

**Eligible Rehabilitation and Preservation Activities - §570.202**

(a) Assistance to rehabilitate:

- Privately owned residential buildings and improvements;
- Low-income public housing and other publicly owned residential buildings and improvements;

- Publicly and privately owned commercial or industrial buildings, except that assistance is limited to improvements to the exterior of the building and the correction of code violations;
  - Non-profit owned, non-residential buildings and improvements not eligible under 570.201(c); and
  - Manufactured housing, when such housing is considered part of the community's permanent housing stock.
- (b) Financial assistance through grants, loans, loan guarantees, interest supplements, or other means may be provided for rehabilitation activities for the buildings described above, including:
- Assistance to private individuals and entities, including profit-making and non-profit organizations, to acquire for the purposes of rehabilitation, and to rehabilitate properties for use or resale for residential purposes;
  - Labor, materials, and other rehabilitation costs, including repair, replacement of principal fixtures and components, installation of security devices, and renovation of existing structures;
  - Loans for refinancing existing indebtedness secured by a property being rehabilitated, if the grantee determines that the financing is appropriate to achieve its community development objectives;
  - Improvements to increase the efficient use of energy;
  - Improvements to increase the efficient use of water;
  - Connection of residential structures to water distribution or local sewer collection lines;
  - Initial homeowner warranty premiums, hazard insurance premiums, flood insurance premiums and lead-based paint testing and abatement, for rehabilitation carried out with CDBG funds;
  - Acquisition of tools to be lent to carry out rehabilitation;
  - Rehabilitation services related to assisting participants in CDBG-funded rehabilitation activities (such as rehabilitation counseling, energy auditing, preparation of work specifications, loan processing, and inspection);
  - Rehabilitation of housing under Section 17 of the U.S. Housing Act of 1937; and
  - Lead-based paint hazard evaluation and reduction.
- (c) Code enforcement in deteriorating or deteriorated areas where such enforcement, together with public or private improvements, rehabilitation, and services to be provided, may be expected to arrest the decline of such areas.

- (d) Rehabilitation, preservation or restoration of publicly or privately owned historic properties, except for buildings used for the general conduct of government.
- (e) Renovation of closed schools or other buildings for use as an eligible public facility or housing.

**Special Economic Development Activities - §570.203**

Special economic development activities include:

- (a) The acquisition, construction, reconstruction, rehabilitation or installation of commercial or industrial buildings, structures, and other real property equipment and improvements, including railroad spurs or similar extensions. Such activities may be carried out by the recipient or public or private non-profit subrecipients.
- (b) The provision of assistance to a private for-profit business, for any activity where the assistance is appropriate to carry out an economic development project, excluding those described as ineligible in §570.207(a).
- (c) Economic development services in connection with activities eligible under this section, including, but not limited to, outreach efforts to market available forms of assistance; screening of applicants; reviewing and underwriting applications for assistance; preparation of all necessary agreements; management of assisted activities; and the screening, referral, and placement of applicants for employment opportunities generated by CDBG-eligible economic development activities, including the costs of providing necessary training for persons filling those positions.

Note: Guidelines for selecting activities to assist under this paragraph are provided at §570.209. The recipient must ensure that the appropriate level of public benefit will be derived pursuant to those guidelines before obligating funds under this authority. Special activities authorized under this section do not include assistance for the construction of new housing.

**Special Activities by Community-Based Development Organizations (CBDOs) - §570.204**

- (a) ***Eligible activities.*** The recipient may provide CDBG funds as grants or loans to any CBDO qualified under this section to carry out a neighborhood revitalization, community economic development, or energy conservation project. The funded project activities may include those listed as eligible under 24 CFR 570 Subpart C, and, except as described below in paragraph (b), activities not otherwise listed as eligible under that subpart. For purposes of qualifying as a project under paragraphs (a)(1), (a)(2), and (a)(3) of this section, the funded activity or activities may be considered either alone or in concert with other project activities either being carried out or for which funding has been committed. For purposes of this section:
  - 1. *A neighborhood revitalization project* includes activities of sufficient size and scope to have an impact on the decline of a geographic location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in comprehensive plans, ordinances, or other local documents as a neighborhood, village, or similar geographical designation; or the entire jurisdiction of a unit of general local government that is under 25,000 population;
  - 2. *A community economic development project* includes activities that increase economic opportunity, principally for persons of low and moderate income, or that stimulate or retain



businesses or permanent jobs, including projects that include one or more such activities that are clearly needed to address a lack of affordable housing accessible to existing or planned jobs and those activities specified at 24 CFR 91.1(a)(1)(iii);

3. *An energy conservation project* includes activities that address energy conservation, principally for the benefit of the residents of the recipient's jurisdiction; and
  4. To *carry out a project* means that the CBDO undertakes the funded activities directly or through contract with an entity other than the grantee, or through the provision of financial assistance for activities in which it retains a direct and controlling involvement and responsibilities.
- (b) ***Ineligible activities.*** Notwithstanding that CBDOs may carry out activities that are not otherwise eligible, they are not authorized to:
1. Carry out an activity described as ineligible in §570.207(a);
  2. Carry out public services that do not meet the requirements of §570.201(e), except that:
    - i. services carried out under this section that are specifically designed to increase economic opportunities through job training and placement and other employment support services; and
    - ii. services of any type carried out under this section pursuant to a Neighborhood Revitalization Strategy approved by HUD, shall not be subject to the limitations in §570.201(e)(1) or (2), as applicable;
  3. Provide assistance to special economic development activities that would otherwise be eligible under §570.203 that do not meet the guideline requirements of §570.209; or
  4. Carry out an activity that would otherwise be eligible under §570.205 or §570.206, but that would result in the recipient's exceeding the planning and admin cap.
- (c) ***Eligible CBDOs***

1. A CBDO qualifying under this section is an organization that has the following characteristics:
  - i. Is an association or corporation organized under State or local law to engage in community development activities (which may include housing and economic development activities) primarily within an identified geographic area of operation within the jurisdiction of the recipient, or in the case of an urban county, the jurisdiction of the county; and
  - ii. Has as its primary purpose the improvement of the physical, economic or social environment of its geographic area of operation by addressing one or more critical problems of the area, with particular attention to the needs of persons of low and moderate income; and

- iii. May be either non-profit or for-profit, provided any monetary profits to its shareholders or members must be only incidental to its operations; and
  - iv. Maintains at least 51 percent of its governing body's membership for low- and moderate-income residents of its geographic area of operation, owners or senior officers of private establishments and other institutions located in and serving its geographic area of operation, or representatives of low- and moderate-income neighborhood organizations located in its geographic area of operation; and
  - v. Is not an agency or instrumentality of the recipient and does not permit more than one-third of the membership of its governing body to be appointed by, or to consist of, elected or other public officials or employees or officials of an ineligible entity (even though such persons may be otherwise qualified under paragraph (c)(1)(iv)); and
  - vi. Except as otherwise authorized in paragraph (c)(1)(v), requires the members of its governing body to be nominated and approved by the general membership of the organization, or by its permanent governing body; and
  - vii. Is not subject to requirements under which its assets revert to the recipient upon dissolution; and
  - viii. Is free to contract for goods and services from vendors of its own choosing.
2. A CBDO that does not meet the above eligibility criteria may also qualify as an eligible entity under this section if it meets one of the following requirements:
- i. Is an entity organized pursuant to section 301(d) of the Small Business Investment Act of 1958 (15 U.S.C. 681(d)), including those that are profit making; or
  - ii. Is an SBA approved Section 501 State Development Company or Section 502 Local Development Company, or an SBA Certified Section 503 Company under the Small Business Investment Act of 1958, as amended; or
  - iii. Is a Community Housing Development Organization (CHDO) under 24 CFR 92.2, designated as a CHDO by the HOME Investment Partnerships program participating jurisdiction, with a geographic area of operation of no more than one neighborhood, and has received HOME funds under 24 CFR 92.300 or is expected to receive HOME funds as described in and documented in accordance with 24 CFR 92.300(e).
3. A CBDO that does not qualify under paragraphs (c)(1) or (2) of this section may also be determined to qualify as an eligible entity if the recipient demonstrates to the satisfaction of HUD, through the provision of information regarding the organization's charter and by-laws, that the organization is sufficiently similar in purpose, function, and scope to those entities qualifying paragraph (c)(1) or (c)(2) of this section.

**Eligible Planning, Urban Environmental Design and Policy-Planning-Management-Capacity Building Activities - §570.205**

- (a) Planning activities such as data gathering, studies, analyses, preparation of plans, and identification of actions that will implement such plans.
- (b) Activities designed to improve the grantee's capacity to plan and manage programs and activities.

**Eligible Administrative Costs - §570.206**

- (a) Reasonable costs of overall program management, coordination, monitoring, and evaluation, including:
  - Staff salaries, wages, and related costs;
  - Travel costs;
  - Administrative services such as general legal, accounting and audit services performed under third party contracts; and
  - Other goods and services required for administration of the program.
- (b) Provision of information and other resources to residents and citizen organizations participating in the planning, implementation, or assessment of activities being assisted with CDBG funds.
- (c) Provision of fair housing counseling services and activities.
- (d) Indirect costs.
- (e) Preparation of applications for Federal programs where the grantee determines such activities are necessary or appropriate to achieve its community development needs.

**Ineligible Activities - §570.207**

- (a) The following activities may not be assisted with CDBG funds:
  - Buildings used for the general conduct of government;
  - General government expenses; and
  - Political activities.
- (b) The following activities may not be assisted unless certain criteria are met or they are carried out under the authority of §570.203 or §570.204:
  - Purchase of construction equipment; purchase of furnishings and personal property, unless part of a public service activity or necessary for use by a grantee in the administration of the CDBG program;



- Repair, operation and maintenance of public facilities, improvements and services, except expenses associated with eligible public service activities, interim assistance, and office space for CDBG program staff;
- New housing construction, except under the special provisions provided §570.207(b)(3)(i)-(ii); and
- Income payments of a subsistence nature.

**Guidelines for Evaluating and Selecting Economic Development Projects - §570.209**

The following guidelines are provided to assist the recipient to evaluate and select activities to be carried out for economic development purposes. Specifically, these guidelines are applicable to activities that are eligible for CDBG assistance under 570.203. These guidelines also apply to activities carried out under the authority of 570.204 that would otherwise be eligible under 570.203, were it not for the involvement of a Community-Based Development Organization (CBDO). (This would include activities where a CBDO makes loans to for-profit businesses.) These guidelines are composed of two components: guidelines for evaluating project costs and financial requirements; and standards for evaluating public benefit. **The standards for evaluating public benefit are mandatory, but the guidelines for evaluating projects costs and financial requirements are not.**

- a. **Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.** HUD has developed guidelines that are designed to provide the recipient with a framework for financially underwriting and selecting CDBG-assisted economic development projects that are financially viable and will make the most effective use of the CDBG funds. These guidelines, also referred to as the underwriting guidelines, are published as Appendix A to 24 CFR Part 570. The use of the underwriting guidelines published by HUD is not mandatory. However, grantees electing not to use these guidelines would be expected to conduct basic financial underwriting prior to the provision of CDBG financial assistance to a for-profit business. Where appropriate, HUD's underwriting guidelines recognize that different levels of review are appropriate to take into account differences in the size and scope of a proposed project, and in the case of a microenterprise or other small business to take into account the differences in the capacity and level of sophistication among businesses of differing sizes. Recipients are encouraged, when they develop their own programs and underwriting criteria, to also take these factors into account. The objectives of the underwriting guidelines are to ensure:

1. That project costs are reasonable;
2. That all sources of project financing are committed;
3. That to the extent practicable, CDBG funds are not substituted for non-Federal financial support;
4. That the project is financially feasible;
5. That to the extent practicable, the return on the owner's equity investment will not be unreasonably high; and

6. That to the extent practicable, CDBG funds are disbursed on a *pro rata* basis with other finances provided to the project.
- b. **Standards for Evaluating Public Benefit.** The grantee is responsible for making sure that at least a minimum level of public benefit is obtained from the expenditure of CDBG funds under the categories of eligibility governed by these guidelines. The standards set forth below identify the types of public benefit that will be recognized for this purpose and the minimum level of each that must be obtained for the amount of CDBG funds used. Unlike the guidelines for project costs and financial requirements covered under paragraph (a) of this section, the use of the standards for public benefit is mandatory. Certain public facilities and improvements eligible under 570.201(c) of the regulations, which are undertaken for economic development purposes, are also subject to these standards, as specified in 570.208(a)(4)(vi)(F)(2).
1. Standards for activities in the aggregate. Activities covered by these guidelines must, in the aggregate, either:
    - i. Create or retain at least one full-time equivalent, permanent job per \$35,000 of CDBG funds used; or
    - ii. Provide goods or services to residents of an area, such that the number of low- and moderate-income persons residing in the areas served by the assisted businesses amounts to at least one low- and moderate- income person per \$350 of CDBG funds used.
  2. Applying the aggregate standards.
    - i. A metropolitan city or an urban county shall apply the aggregate standards under paragraph (b)(1) of this section to all applicable activities for which CDBG funds are first obligated within each single CDBG program year, without regard to the source year of the funds used for the activities. A grantee under the HUD-Administered Small Cities or Insular Areas CDBG programs shall apply the aggregate standards under paragraph (b)(1) of this section to all funds obligated for applicable activities from a given grant; program income obligated for applicable activities will, for these purposes, be aggregated with the most recent open grant. For any time period in which a community has no open HUD-Administered or Insular Areas grants, the aggregate standards shall be applied to all applicable activities for which program income is obligated during that period.
    - ii. The grantee shall apply the aggregate standards to the number of jobs to be created/retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.
    - iii. Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, the grantee may elect to count the activity under either the jobs standard or the area residents standard, but not both.
    - iv. Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be

considered to be created or retained jobs for the purposes of applying the aggregate standards.

- v. Any activity subject to these guidelines that meets one or more of the following criteria may, at the grantee's option, be excluded from the aggregate standards described in paragraph (b)(1) of this section:
  - A. Provides jobs exclusively for unemployed persons or participants in one or more of the following programs:
    - 1. Jobs Training Partnership Act (JTPA);
    - 2. Jobs Opportunities for Basic Skills (JOBS); or
    - 3. Aid to Families with Dependent Children (AFDC);
  - B. Provides jobs predominantly for residents of Public and Indian Housing units;
  - C. Provides jobs predominantly for homeless persons;
  - D. Provides jobs predominantly for low-skilled, low- and moderate- income persons, where the business agrees to provide clear opportunities for promotion and economic advancement, such as through the provision of training;
  - E. Provides jobs predominantly for persons residing within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;
  - F. Provides assistance to business(es) that operate(s) within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;
  - G. Stabilizes or revitalizes a neighborhood that has at least 70 percent of its residents who are low and moderate income;
  - H. Provides assistance to a Community Development Financial Institution that serves an area that is predominantly low- and moderate-income;
  - I. Provides assistance to a Community-Based Development Organization serving a neighborhood that has at least 70 percent of its residents who are low and moderate income;
  - J. Provides employment opportunities that are an integral component of a project designed to promote spatial deconcentration of low- and moderate-income and minority persons;



- K. With prior HUD approval, provides substantial benefit to low-income persons through other innovative approaches;
  - L. Provides services to the residents of an area pursuant to a strategy approved by HUD under the provisions of 24 CFR 91.215(e);
  - M. Creates or retains jobs through businesses assisted in an area pursuant to a strategy approved by HUD under the provisions of 24 CFR 91.215(e).
3. Standards for individual activities. Any activity subject to these guidelines that falls into one or more of the following categories will be considered by HUD to provide insufficient public benefit, and **therefore may, under no circumstances, be assisted with CDBG funds:**
- i. The amount of CDBG assistance exceeds either of the following, as applicable:
    - A. \$50,000 per full-time equivalent, permanent job created or retained; or
    - B. \$1,000 per low- and moderate-income person to which goods or services are provided by the activity.
  - ii. The activity consists of or includes any of the following:
    - A. General promotion of the community as a whole (as opposed to the promotion of specific areas and programs);
    - B. Assistance to professional sports teams;
    - C. Assistance to privately owned recreational facilities that serve a predominantly higher-income clientele, where the recreational benefit to users or members clearly outweighs employment or other benefits to low- and moderate-income persons;
    - D. Acquisition of land for which the specific proposed use has not yet been identified; and
    - E. Assistance to a for-profit business while that business or any other business owned by the same person(s) or entity(ies) is the subject of unresolved findings of noncompliance relating to previous CDBG assistance provided by the recipient.
4. Applying the individual activity standards.
- i. Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, it will be disqualified only if the amount of CDBG assistance exceeds both of the amounts in paragraph (b)(3)(i) of this section.
  - ii. The individual activity standards in paragraph (b)(3)(i) of this section shall be applied to the number of jobs to be created or retained, or to the number of persons residing in

the area served (as applicable), as determined at the time funds are obligated to activities.

- iii. Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the individual activity standards in paragraph (b)(3)(i) of this section.
- c. **Amendments to economic development projects after review determinations.** If, after the grantee enters into a contract to provide assistance to a project, the scope or financial elements of the project change to the extent that a significant contract amendment is appropriate, the project should be reevaluated under these and the recipient's guidelines. (This would include, for example, situations where the business requests a change in the amount or terms of assistance being provided, or an extension to the loan payment period required in the contract.) If a reevaluation of the project indicates that the financial elements and public benefit to be derived have also substantially changed, the recipient should make appropriate adjustments in the amount, type, terms or conditions of CDBG assistance that has been offered, to reflect the impact of the substantial change. (For example, if a change in the project elements results in a substantial reduction of the total project costs, it may be appropriate for the recipient to reduce the amount of total CDBG assistance.) If the amount of CDBG assistance provided to the project is increased, the amended project must still comply with the public benefit standards under paragraph (b) of this section.
- d. **Documentation.** The grantee must maintain sufficient records to demonstrate the level of public benefit, based on the above standards, that is actually achieved upon completion of the CDBG-assisted economic development activity(ies) and how that compares to the level of such benefit anticipated when the CDBG assistance was obligated. If the grantee's actual results show a pattern of substantial variation from anticipated results, the grantee is expected to take all actions reasonably within its control to improve the accuracy of its projections. If the actual results demonstrate that the recipient has failed the public benefit standards, HUD may require the recipient to meet more stringent standards in future years as appropriate.

# **Attachment # 8**

## **Performance Measurement Outcome System**



## DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR-4970-N-02]

### Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs

**AGENCY:** Office of the Assistant Secretary for Community Planning and Development, HUD.

**ACTION:** Notice.

**SUMMARY:** On June 10, 2005, HUD's Office of Community Planning and Development (CPD) published a notice in the *Federal Register* titled, "Notice of Proposed Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs; Request for Comments." The notice described an outcome performance measurement system that was developed for grantees that receive funding from the Community Development Block Grant program (CDBG), HOME Investment Partnerships program (HOME), Emergency Shelter Grants program (ESG), and the Housing Opportunities for Persons with AIDS program (HOPWA).

The system was developed by a joint working group made up of members of the Council of State Community Development Agencies (COSDA), the National Community Development Association (NCDA), the National Association for County Community Economic Development (NACCED), the National Association of Housing and Redevelopment Officials (NAHRO), the National Council of State Housing Agencies (NCSHA), CPD, HUD's Office of Policy Development and Research (PD&R), and the Office of Management and Budget (OMB). The June 10, 2005, notice described the proposed system and solicited comments from the public, particularly from formula program grantees, on the proposed performance measurement system. This final notice discusses and addresses the comments received and incorporates appropriate changes.

#### FOR FURTHER INFORMATION CONTACT:

Margy Coccodrilli, CPD Specialist, Office of Block Grant Assistance, Room 7282, Department of Housing and Urban Development, 451 Seventh Street, SW., Washington, DC 20410-7000, telephone (202) 708-1577, extension 4507 (this is not a toll-free number). Hearing- or speech-impaired individuals may access this number through TTY by calling the toll-free Federal Information Relay Service at (800) 877-8339.

## SUPPLEMENTARY INFORMATION:

### I. Background

The Government Performance and Results Act of 1993 (GPRA) mandates that federal programs improve their effectiveness and public accountability by focusing on results. The OMB developed the Program Assessment Rating Tool (PART) to monitor compliance with the GPRA and to rate federal programs for their effectiveness and ability to show results.

Many CPD grantees have been frustrated by the inability to "tell their story" to their citizens and other stakeholders about the outcomes of the investments they have made in their communities using federal, state, and local resources. The inability to clearly demonstrate program results at the national level, which is the standard required by OMB's program assessment process, can have serious consequences for program budgets. On June 10, 2005, HUD published (70 FR 34044), a notice describing a proposed outcome performance measurement system and solicited comments. The system would enable HUD to collect information on the outcomes of activities funded with CPD formula grant assistance, and to aggregate that information at the national and local level. Reports would be made available to allow grantees to compare their performance to that of their peers. Based on the proposed system and taking into consideration the comments received, this notice establishes the outcome performance measurement system. This system is not intended to replace existing local performance measurement systems that are used to inform local planning and management decisions and increase public accountability.

This performance measurement system will be incorporated into HUD's Integrated Disbursement and Information System (IDIS), thus allowing for simplified data collection. The objectives and outcomes will appear on IDIS screens and grantees will select the objective and outcome that applies to each activity that the grantee undertakes. The indicators will be generated according to the matrix code, and for CDBG grantees, by the national objective. The possible indicators for each activity will also appear on an IDIS screen and the grantee will indicate which indicator(s) apply to that activity, as carried out by the grantee.

The indicators in this framework represent most of the activities that are undertaken by grantees of the CPD formula grant programs, but HUD acknowledges that there may be some activities that may not fit well into any

of the indicator categories. While such activities may be very important to local interests, their numbers would not make a significant impact on a national level and could create a burden for other grantees. Therefore, the joint working group that developed the system decided to include indicators that can encompass most of the activities undertaken by grantees.

Separate from what the new performance measurement system can provide, the Department would like to be able to demonstrate potential outcomes such as higher homeownership rates and property valuations, lower unemployment rates and improved education levels, increased commercial and private investments, and additional assisted businesses that remain operational for at least three years. HUD will consult with the working group, grantees, and other interested parties to determine whether and how a set of particular community-level outcome measures can be established and uniformly applied. In the future, HUD may use the same or similar universal measures and standards to assess performance in other federal economic and community development programs. For example, HUD intends to obtain information on the development of brownfields and will consult with grantees on how best to collect such information. HUD will also undertake research to address such issues, and determine how frequently to assess progress, evaluate programs, perform analyses, and disseminate results based upon data that is comparable and generally available.

The structure of the new performance measurement system is consistent with the goals and objectives contained in HUD's Strategic Plan for the years 2006 to 2011, including expanding access to affordable housing, fostering a suitable living environment, and expanding economic opportunities.

The objectives, outcomes, and indicators described in this notice will appear this spring in the existing version of IDIS. Grantees will be requested to enter available data at that time. This fall, Phase I of the re-engineered IDIS will be released and grantees will be required to enter the performance data.

When Phase II of the re-engineered IDIS is released, HUD expects the overall administrative burden for grantees to be reduced; HUD's intent is to have the Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER) integrated into one single performance measurement system. In the interim, elements of the system may

be incorporated into the Consolidated Plan Management Process (CPMP) Tool so that local objectives and outcomes can be entered at the beginning of the Consolidated Plan or Annual Action Plan development process, and accomplishments under those objectives and outcomes can be reported on in the CAPER.

## II. Discussion of Public Comments

### General Comments

The public comment period closed on September 8, 2005. In addition to the 56 comments submitted in writing to HUD headquarters, additional comments were received during an interactive satellite broadcast from HUD headquarters in Washington, DC, and five regional feedback sessions that were held in San Francisco, Philadelphia, Detroit, Atlanta, and Austin. Each of those events provided opportunities for public comment.

There were multiple requests for HUD to develop a performance measurement Web site that would contain all the information that has been made available. That request has been acknowledged and there is now a CPD Web site that hosts this information. The URL is: <http://www.hud.gov/offices/cpd/about/performance/index.cfm>.

A number of comments praised the outcome measurement system and thanked HUD and the working group for the simplicity of the system; also, many comments posed questions. These questions are addressed in a question and answer format that has been distributed to grantees and is available on the Performance Measurement Web site. Several comments requested clarification of terms and definitions. These have been provided to grantees and are available on CPD's Performance Measurement website.

There were also many comments made about IDIS that were important to that system, but not necessarily relevant to the inclusion of the performance measurement indicators. Those comments have been forwarded to CPD's System Development and Evaluation Division. There were also comments on the Consolidated Plan Management Process and those comments have been forwarded to CPD's Office of Policy Development and Coordination.

Many comments suggested that issues and terminology of local interest be added to the framework. Unfortunately, because the framework was developed to capture national indicators in a standardized format, unique local information cannot be included. However in CPD Notice 03-09, issued in

September 2003, HUD encouraged grantees to develop local performance measurement systems that complement this new national system by capturing the results of activities of local importance.

### Specific Comments

*Comment*—There were several comments indicating that these performance measures should replace Consolidated Plans, Annual Action Plans, Consolidated Annual Performance and Evaluation Reports (CAPER), and Performance Evaluation Reports (PER).

*Response*—HUD anticipates that when Phase II of the IDIS re-engineering is complete in 2007, Consolidated Plans, Annual Action Plans, CAPERs, and PERs will become one continuous document.

*Comment*—There were several comments indicating the need for training on the performance measurement system and generally on IDIS, and specific training for entitlements, states, and urban counties, sub-recipients; training grantees to train their sub-recipients; and guidance/training on how the indicators apply to each program.

*Response*—HUD expects to provide training on IDIS in 2006. This training will incorporate the performance measurement framework; also, HUD has prepared guidance, questions and answers, and definitions. This, along with other related information, are available on CPD's Performance Measurement website.

*Comment*—Several commenters indicated that changes to administrative procedures, and possibly to grantee staffing, would have to be made at the local level and some asked that HUD provide assistance to tell grantees how this should be done.

*Response*—HUD will provide training on what data will need to be collected, but grantees will determine within their own administrative procedures how to coordinate the front-end planning, implementation, and reporting of activities. Because grantee procedures vary significantly based on agency size and expertise, HUD is not the appropriate entity to develop local administrative procedures for grantees.

*Comment*—Some comments referred to the difficulty that grantees would have in developing outcome statements.

*Response*—HUD will use the data that are reported and aggregated in IDIS to develop the outcome statements. If a jurisdiction has an activity that does not fit into the framework, that grantee may create an outcome statement in the narrative of the CAPER or PER to

provide information to their citizens about the results of the activity.

*Comment*—Comments asked that HUD clarify the timing of when grantees will begin using the performance measurement system.

*Response*—The elements of the outcome performance measurement system will appear in the existing version of IDIS in Spring 2006. Because of the need for HUD to show results, grantees will be requested to enter data as soon as the system is available. Later in 2006, Phase I of the re-engineered IDIS will be released. At that time, grantees will be required to enter the performance data into the system.

*Comment*—There were comments suggesting that 40 percent be included in the breakout of numbers for area median income because this number would help show the percentage of "working poor;" that many projects exceed the HOME program minimum levels and assist persons between 30 percent and 50 percent; and that breaking down those income levels would cause additional work for CDBG grantees.

*Response*—Individual program requirements dictate the income percentages that are to be reported. Therefore, grantees need only provide the information that is currently required for each specific program. The area median income percentages published in this notice reflect the range of information required by all four CPD formula grants. When grantees enter data for activities into IDIS, only the income percentages applicable to those program activities will be populated for selection.

*Comment*—Several commenters urged HUD to provide sufficient time for grantees to revise forms and other business practices, that data collection should not begin until the re-engineered IDIS is available, and that information pertinent to these changes should be made available to grantees as soon as possible.

*Response*—On October 28, 2005, CPD issued a memo that provided the basic information needed to revise forms, such as applications from sub-recipients for funding, sub-recipient agreements, and client applications. Grantees could also use that memo to begin to plan for any administrative changes that might be required.

*Comment*—Some commenters requested that an indicator for section 504 compliance be included for owner-occupied housing units.

*Response*—HUD agrees. Although section 504 does not apply to homeowners, the accessibility indicator has been added for owner-occupied

units that are made accessible for persons with disabilities.

*Comment*—One comment received stated that there was no way in the system to report female heads of household.

*Response*—In IDIS, grantees are currently required to report the number of female heads of household for housing activities that meet the national objective of low-mod housing; therefore, no additional data is required.

*Comment*—Several comments reflected the need for additional resources to cover the added costs of administrative workload, training, and technology development.

*Response*—HUD is making every effort to minimize workload burden. HUD expects the increased administrative workload to be reduced as HUD streamlines the planning and reporting requirements. While plans for training are not yet complete, HUD will attempt to reduce grantee costs by conducting training using technology such as the Performance Measurements Web site, broadcasts, and Web casts, and possibly local training provided through field offices. Also, HUD expects to provide training at conferences of the national associations that were involved in the development of the system.

*Comment*—Several commenters asked HUD to develop sample forms that can be used to collect the additional data.

*Response*—Since grantees differ greatly in administrative procedures, based on agency size and expertise, HUD is not the appropriate entity to develop specific sample forms. However, HUD will provide guidance on data collection that will assist grantees in adding appropriate language to existing forms.

*Comment*—There were several comments that suggested changes to the flow chart that was included in the proposed outcome performance measurement system.

*Response*—The flow chart could not be designed to accommodate the various requests and the full scope of all activities. Because many commenters considered the flow chart to provide little value, it has been removed from the final notice of the outcome performance measurement system.

*Comment*—Several comments stated that ESG and HOPWA indicators should include case management.

*Response*—HOPWA case management activities will be reported in the

HOPWA Annual Performance Reports and later in IDIS. ESG does not currently collect information on case management activities in IDIS.

*Comment*—Several comments indicated that the system should provide the ability to capture more than one objective and more than one outcome for each activity.

*Response*—The objectives closely mirror the statutory objectives of each program. Grantees will select the one objective that the activity is intended to meet. To prevent the dilution of data and capture the largest numbers possible for each outcome, grantees are encouraged to select the outcome that best describes the result of the activity. However, if a grantee feels strongly that an activity is best represented by two outcomes, it would indicate the primary outcome and the additional outcome.

*Comment*—There were comments suggesting that only indicators required by each specific program should be required for reporting.

*Response*—Both the proposed and final notices state that grantees will report these data only if the indicator is appropriate to the program.

*Comment*—One comment stated that Community Housing Development Organization (CHDO) operating costs should not be included in the system.

*Response*—Up to 5 percent of a participating jurisdiction's HOME allocation may be used to pay eligible CHDO operating costs. However, the use of HOME funds for this purpose, or for administrative costs generally, does not directly result in a measurable output in terms of affordable housing units produced or households assisted. In fact, the use of HOME funds to cover CHDO operating costs actually reduces that amount of funds that would otherwise be available for projects. Consequently, while CHDO operating support funds are necessary in many instances, HUD agrees with the commenter that it would not be appropriate to include the use of CHDO operating costs as an indicator in a system focused on measuring performance.

*Comment*—One comment indicated that the list of indicators should not be increased without careful evaluation and input from the working group.

*Response*—The working group has continued to provide evaluation and input on the development and implementation of the outcome performance measurement system.

*Comment*—Many comments suggested possible changes to the indicators or additional indicators to be included to the proposed outcome performance measurement system.

*Response*—HUD carefully considered each suggestion. Some of the suggestions were incorporated into the framework, while others reflected changes that were already planned for inclusion in the re-engineering of IDIS. HUD believes that the indicators included in the outcome performance measurement system published herein reflect most of the activities undertaken by grantees. However, if it becomes apparent that additional data elements are necessary, other indicators can be added to the system at a later date.

*Comment*—Several comments questioned the difference between International Building Code Energy (IBCE) Standards, and the International Energy Conservation Code (IECC), and the inclusion of Energy Star Standards as a subset of a larger code.

*Response*—Most states and local governments have adopted one or more International Code Council (ICC) building codes. The ICC codes have replaced other prior model codes, resulting in many different building codes. HUD has determined that identifying only IBCE or IECC and not identifying other possible codes would create incomplete data, as well as confusion over which codes to use. Therefore, the data elements for building energy codes have been deleted. In 2002, HUD entered into a memorandum of understanding with the Environmental Protection Agency (EPA) and the Department of Energy (DOE) to promote the use of Energy Star in HUD's affordable housing programs. Therefore, Energy Star will remain as a data element for energy conservation activities for the housing indicator categories in the performance measurement system.

*Comment*—There were comments about the use of the NAICS industry classification codes and whether the codes would be available in a drop-down format in IDIS.

*Response*—HUD has concluded that the large number of NAICS classification codes will create a reporting burden for grantees and businesses and therefore has deleted that data element.



**III. Environmental Impact**

This notice does not direct, provide for assistance or loan and mortgage insurance for, or otherwise govern or regulate, real property acquisition, disposition, leasing, rehabilitation, alteration, demolition, or new

construction, or establish, revise or provide for standards for construction or construction materials, manufactured housing, or occupancy. Accordingly, under 24 CFR 50.19(c)(1), this notice is categorically excluded from environmental review under the

National Environmental Policy Act of 1969 (42 U.S.C. 4321).

Dated: March 1, 2006.

**Pamela H. Patenaude,**

*Assistant Secretary for Community Planning and Development.*

**BILLING CODE 4210-67-P**

## CPD Outcome Performance Measurement System

### BACKGROUND

A working group, established by and composed of representatives from national housing and community development associations as well as HUD and the Office of Management and Budget (OMB), began holding monthly meetings in June 2004 for the purpose of developing an outcome performance measurement system for key HUD housing and community development programs. The working group was made up of grantee representatives from the Council of State Community Development Agencies (COSCEA), the National Community Development Association (NCDA), the National Association for County Community Economic Development (NACCED), the National Association of Housing and Redevelopment Officials (NAHRO), the National Council of State Housing Agencies (NCSHA), HUD's Offices of Community Planning and Development (CPD) and Policy Development and Research (PD&R), and the Office of Management and Budget (OMB).

The members of this working group finalized their work and reached agreement on an outcome performance measurement system to propose for grantees that receive funding from the Community Development Block Grant program (CDBG), the HOME Investment Partnerships Program (HOME), the Emergency Shelter Grant program (ESG), and the Housing Opportunities for Persons with AIDS program (HOPWA) formula grants. The proposed Outcome Performance Measurement System was published in the Federal Register on June 10, 2005 (70 FR 34044). The final outcome performance measurement system includes objectives, outcome measures, and indicators that describe outputs. The objectives are: Creating Suitable Living Environments, Providing Decent Affordable Housing, and Creating Economic Opportunities. The outcome categories are: Accessibility/Availability, Affordability, and Sustainability. There is a standardized list of output indicators that grantees will report on as appropriate for their chosen objectives and outcomes. Although the system is not designed to capture every activity, HUD is confident that the list is broad enough that the results of a significant amount of activities of each of the programs will be reported. Most of the output indicators required by the system do not require additional data collection or reporting.

Grantees shall incorporate performance measurements into consolidated plans or annual action plans prepared for Fiscal Year (FY) 2007 CDBG, HOME, ESG, and HOPWA funding. This will include the determination of an objective and selection of an outcome for each activity, based on the type of activity and its purpose. HUD realizes that some grantees have already completed preparation of their FY2006 plans, while others are well into the planning and development process. However, where possible, grantees should **immediately** incorporate the new performance measurements approach into consolidated plans or annual action plans that are being prepared for FY2006 funds. This will allow grantees to have a better capability to enter the expected data into IDIS, as discussed below. If a grantee has already submitted its FY2006 consolidated plan or action plan to HUD and the plan has been approved, adding new performance measurement features to the plan does not constitute an amendment under §1.505(a); however, the grantee should determine whether this addition is an amendment under its citizen participation plan.

IDIS will begin accepting data in Spring 2006 and HUD is strongly encouraging every grantee to begin to enter data at that time for all completed activities, based on information that is available. The objectives and indicators reported in IDIS will reflect the rationale for funding that activity. The outcome will be based on the result the grantee hoped to achieve by funding the activity. The indicators will describe, in numerical terms, any particular benefit that the activity produced. In Fall 2006, it will become mandatory for all formula grantees to enter the required performance measurement data (objectives, outcomes, and indicators) into IDIS for all existing activities with a status of budgeted or underway as of the beginning of FY2007, as well as for all new activities.

Grantees are only required to report the indicators that appear for each activity; however, if a jurisdiction has activities that are not covered by these indicators, grantees can manually report any objectives, outcomes, and indicators in the narrative section of the Consolidated Annual Performance and Evaluation Report (CAPER) or State Performance Evaluation Report (PER), or HOPWA Annual Performance Report (APR).

The system has been designed to enable grantees and HUD to inform Congress, OMB, and the public of many of the outcomes of the covered programs. The goal is to begin focusing on more outcome-oriented information and be able to aggregate results across the broad spectrum of programs funded by these block grants at the city, county, and state level.

## HOW WILL IT WORK?

Based on the intent when funding an activity, grantees will determine which of the three objectives best describes the purpose of the activity. The objectives will appear on an IDIS screen and the grantee will choose from the options presented. The three objectives are:

**Suitable Living Environment** - In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.

**Decent Housing** - The activities that typically would be found under this objective are designed to cover the wide range of housing possible under HOME, CDBG, HOPWA or ESG. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs and not programs where housing is an element of a larger effort, since such programs would be more appropriately reported under Suitable Living Environment.

**Creating Economic Opportunities** - This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

Similarly, once the objective for the activity is selected, the grantee will then choose which of the three outcome categories best reflects what they are seeking to achieve by funding that activity, and then enter the outcome on the appropriate IDIS screen. It is important that the data are not diluted by too much information. Therefore, grantees are encouraged to report which one of the three outcomes is most appropriate for their activity. However, if the grantee believes that two outcomes of equal importance will be realized, then a second outcome may also be selected. The three outcome categories are:



**Availability/Accessibility.** This outcome category applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available and accessible to low and moderate income people where they live.

**Affordability.** This outcome category applies to activities that provide affordability in a variety of ways in the lives of low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

**Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Each outcome category can be connected to each of the overarching objectives, resulting in a total of nine groups of outcome/objective statements under which grantees would report the activity or project data to document the results of their activities or projects. Each activity will provide one of the following statements, although sometimes an adjective such as new, improved, or corrective may be appropriate to refine the outcome statement.

- Accessibility for the purpose of creating suitable living environments
- Accessibility for the purpose of providing decent affordable housing
- Accessibility for the purpose of creating economic opportunities
- Affordability for purpose of creating suitable living environments
- Affordability for the purpose of providing decent affordable housing
- Affordability for the purpose of creating economic opportunities
- Sustainability for the purpose of creating suitable living environments
- Sustainability for the purpose of providing decent affordable housing
- Sustainability for the purpose of creating economic opportunity

Based on the objectives and outcomes selected, and, in the case of CDBG activities the national objective selected, IDIS will identify the specific indicators for each activity. Only the specific indicators appropriate for that activity will be available for grantees to report. Thus, the process of identifying and selecting indicators will be minimized. The objective and outcomes will combine with the activity indicator data to produce statements of national significance regarding the results of the activity.

The specific indicators are described in this notice. Grantees are reminded that these indicators will be incorporated into IDIS and, therefore, will appear on screens and not in the written format shown here. Grantees will only report this data if the indicator is a requirement of the program from which the activity is funded.

There are certain data elements commonly reported by all programs, although each of the four programs may require different specificity or may not require each element listed below. Grantees will only report the information required for each program, as currently required. No new reporting requirements are being imposed for program activities that do not currently collect these data elements. The elements include:

- Amount of money leveraged (from other federal, state, local, and private sources) per activity;
- Number of persons, households, units, or beds assisted, as appropriate;
- Income levels of persons or households by: 30 percent, 50 percent, 60 percent, or 80 percent of area median income, per applicable program requirements. However, if a CDBG activity benefits a target area, that activity will show the total number of persons served and the percentage of low/mod persons served. Note that this requirement is not applicable for economic development activities awarding funding on a “made available basis;”
- Race, ethnicity, and disability (for activities in programs that currently report these data elements)

HUD will combine the objectives, outcomes, and data reported for the indicators to produce outcome narratives that will be comprehensive and will demonstrate the benefits that result from the expenditure of these federal funds.

This system maintains the flexibility of the block grant programs, as the objectives, outcomes, and indicators will be determined by the grantees, based on the intent of the activities they choose to fund. The standardized format provides that reporting will be uniform, and therefore the achievements of these programs can be aggregated for each grantee locally and for all grantees at the national level.

## **Specific Outcome Indicators**

### **1) Public facility or infrastructure activities**

Number of persons assisted:

- with new access to a facility or infrastructure benefit
- with improved access to a facility or infrastructure benefit
- where activity was used to meet a quality standard or measurably improved quality, report the number that no longer only have access to a substandard facility or infrastructure

### **2) Public service activities**

Number of persons assisted:

- with new access to a service
- with improved access to a service
- where activity was used to meet a quality standard or measurably improved quality, report the number that no longer only have access to substandard service

**3) Activities are part of a geographically targeted revitalization effort (Y/N)?**

If Yes (check one)

- a) Comprehensive
- b) Commercial
- c) Housing
- d) Other

Choose all the indicators that apply, or at least 3 indicators if the effort is (a) Comprehensive.

- Number of new businesses assisted
- Number of businesses retained
- Number of jobs created or retained in target area
- Amount of money leveraged (from other public or private sources)
- Number of low- or moderate-income (LMI) persons served
- Slum/blight demolition
- Number of LMI households assisted
- Number of acres of remediated brownfields
- Number of households with new or improved access to public facilities/services
- Number of commercial façade treatment/business building rehab
- Optional indicators a grantee may elect to use include crime rates, property value change, housing code violations, business occupancy rates, employment rates, homeownership rates (optional)

**4) Number of commercial façade treatment/business building rehab (site, not target area based)****5) Number of acres of brownfields remediated (site, not target area based)****6) New rental units constructed per project or activity**

Total number of units:

Of total:

- Number affordable
- Number section 504 accessible
- Number qualified as Energy Star

Of the affordable units:

- Number occupied by elderly
- Number subsidized with project-based rental assistance (federal, state, or local program)
- Number of years of affordability
- Number of housing units designated for persons with HIV/AIDS, including those units receiving assistance for operations
  - Of those, number of units for the chronically homeless



Number of units of permanent housing designated for homeless persons and families, including those units receiving assistance for operations  
Of those, number of units for the chronically homeless

#### **7) Rental units rehabilitated**

Total number of units:

Of total:

Number affordable  
Number section 504 accessible  
Number of units created through conversion of nonresidential buildings to residential buildings  
Number brought from substandard to standard condition (HQS or local code)  
Number qualified as Energy Star  
Number brought into compliance with lead safe housing rule (24 CFR part 35)

Of those affordable:

Number occupied by elderly  
Number subsidized with project-based rental assistance (federal, state or local program)  
Number of years of affordability  
Number of housing units designated for persons with HIV/AIDS, including those units receiving assistance for operations  
Of those, the number of units for the chronically homeless  
Number of units of permanent housing for homeless persons and families, including those units receiving assistance for operations  
Of those, number of units for the chronically homeless

#### **8) Homeownership Units Constructed, Acquired, and/or Acquired with Rehabilitation (per project or activity)**

Total number of units

Of those:

Number of affordable units  
Number of years of affordability  
Number qualified as Energy Star  
Number section 504 accessible  
Number of households previously living in subsidized housing

Of those affordable:

Number occupied by elderly  
Number specifically designated for persons with HIV/AIDS  
Of those, the number specifically for chronically homeless  
Number specifically designated for homeless  
Of those, number specifically for chronically homeless

**9) Owner occupied units rehabilitated or improved**Total number of units:

Number occupied by elderly

Number of units brought from substandard to standard condition (HQS or local code)

Number qualified as Energy Star

Number of units brought into compliance with lead safe housing rule (24 CFR part 35)

Number of units made accessible for persons with disabilities

**10) Direct Financial Assistance to homebuyers**

Number of first-time homebuyers

Of those, number receiving housing counseling

Number receiving down-payment assistance/closing costs

**11) Tenant-Based Rental Assistance**Total Number of Households

Of those:

Number with short-term rental assistance (less than 12 months)

Number of homeless households

Of those, number of chronically homeless households

**12) Number of homeless persons given overnight shelter****13) Number of beds created in overnight shelter or other emergency housing****14) Homelessness Prevention**

- Number of households that received emergency financial assistance to prevent homelessness
- Number of households that received emergency legal assistance to prevent homelessness

**15) Jobs created**Total number of jobs

Employer-sponsored health care (Y/N)

Type of jobs created (use existing Economic Development Administration (EDA) classification)

Employment status before taking job created:

Number of unemployed \_\_\_\_\_

**16) Jobs retained**

Total number of jobs

Employer-sponsored health care benefits

**17) Businesses assisted**

Total businesses assisted

New businesses assisted

Existing businesses assisted

Of those:

Business expansions

Business relocations

DUNS number(s) of businesses assisted

(HUD will use the DUNS numbers to track number of new businesses that remain operational for 3 years after assistance)

**18) Does assisted business provide a good or service to meet needs of service area/neighborhood/community (to be determined by community)?**



# **Attachment # 9**

## **Lead Hazard Requirements Information**

HUD > Program Offices > Community Planning and Development > Affordable Housing > HOME Training > HOME Front - Interactive Technical Support for the HOME Program > Lead Safe Housing Rule > Key Requirements of the Lead Safe Housing Rule

## Key Requirements of the Lead Safe Housing Rule

The Lead Safe Housing Rule requires different approaches to addressing lead hazards in different types of housing. These approaches are summarized in the **Lead Safe Housing Requirements Summary Table** that you can download as a quick reference to the requirements.

The requirements for each type of housing are best understood if you first consider these five "Key Requirements" that make up the Lead Safe Housing Rule. Therefore,  
**after completing this topic, you will be able to:**

- Determine when and how to meet notification requirements.
- Explain the different methods and qualifications for conducting a lead hazard evaluation.
- Describe the methods, qualifications and options for performing Lead Hazard Reduction activities.
- Explain what on-going maintenance activities are required when these activities are required by regulation.
- Describe the steps a grantee and owner must follow when an EIBLL child is identified and the grantee and owner have a responsibility to respond.

**Thus, the five "key requirements" (and subject areas for this topic) are:**

1. **Communication with Residents.** Grantees must meet the lead disclosure requirements that apply to all housing (assisted or unassisted) at lease or sale and provide certain notices to residents.
2. **Lead Hazard Evaluation/Assessment.** Any housing that receives HOME funds must undergo some form of evaluation or assessment (unless lead is **presumed** to be present).
3. **Lead Hazard Reduction Methods.** After the appropriate evaluation or assessment, the grantee must conduct Lead Hazard Reduction. Such work must be done using **lead safe work practices** and is not

### In This Section

#### Key Requirements of the Lead Safe Housing Rule

Communication with  
Residents  
Lead Hazard  
Evaluation/Assessment  
Lead Hazard Reduction  
Methods  
Ongoing Maintenance  
Environmental Intervention  
Blood Lead Levels

considered complete until **clearance** is performed.

4. **Ongoing Maintenance.** Some types of housing programs are subject to ongoing maintenance requirements.

5. **Environmental Intervention Blood Lead Levels.**  
For some types of housing programs, specific actions are required for children with Environmental Intervention Blood Lead Levels.

# SUMMARY OF LEAD-BASED PAINT REQUIREMENTS BY ACTIVITY

	Rehabilitation (Subpart J)			TBRA (Subpart M)	A, L, SS, O (Subpart K)
	≤\$5,000	\$5,000 - \$25,000	>\$25,000		Homebuyer and Special Needs*
Approach to Lead Hazard Evaluation and Reduction	1. Do no harm. 2. Do not disturb lead-based paint.	3. Identify and control lead hazards.	4. Identify and abate lead hazards.	5. Identify and stabilize deteriorated paint.	6. Identify and stabilize deteriorated paint.
Notification	Yes	Yes	Yes	Yes	Yes
Lead Hazard Evaluation	Paint Testing (of surfaces to be disturbed)	Paint Testing and Risk Assessment	Paint Testing and Risk Assessment	Visual Assessment	Visual Assessment
Lead Hazard Reduction	Repair surfaces disturbed during rehabilitation	Interim Controls	Abatement (Interim Controls on exterior surfaces not disturbed by rehabilitation)	Paint Stabilization	Paint Stabilization
	Safe work practices Clearance	Safe work practices Clearance	Safe work practices Clearance	Safe work practices Clearance	Safe work practices Clearance
Ongoing Maintenance	For HOME rental only	For HOME rental only	For HOME rental only	Yes	Yes (if ongoing relationship)
EIBLL Requirements	No	No	No	Yes	No
Options	Presume lead-based paint. Use safe work practices on all surfaces.	Presume lead-based paint and/or hazards. Use standard treatments.	Presume lead-based paint and/or hazards. Abate all applicable surfaces.	Presume deteriorated paint. Use safe work practices only on lead-based paint surfaces.	Presume deteriorated paint. Use safe work practices only on lead-based paint surfaces.

\* Special Needs Housing may be subject to the requirements of Subpart J, M, or K depending on the nature of the assistance provided. However, since most special needs housing involves acquisition, leasing, support services, and operations, for the purposes of this table, it has been placed in this column.



# **Attachment # 10**

## **US HUD Calculations of Annual and Adjusted Income**

HUD > Program Offices > Community Planning and Development > Affordable Housing > HOME Training > HOME Front - Interactive Technical Support for the HOME Program > Calculating Income Eligibility > Calculating Adjusted Income

## Calculating Adjusted Income

Under the HOME Program, "**annual (gross) income**" is calculated in order to determine whether a household's income makes them eligible to participate in a HOME program.

In contrast, "adjusted income" as defined in 24 CFR 5.611 is used to determine total tenant payment (TTP), which is a measure of a household's ability to pay housing costs. Under the HOME Program, "adjusted income" is used only to calculate the following:

1. The PJ's subsidy and tenant's share of rent under a HOME-funded TBRA program;
2. The rent for a tenant in a HOME-assisted rental unit whose income increases above 80 percent of the area median; and
3. The rent for a tenant if the PJ has a rental housing program in which rents are based on the household's ability to pay.
  - Under HOME rental housing programs, the rent each family pays is not usually determined based specifically on that family's ability to pay. Rather, "high" and "low" HOME rents are generally established for each unit in the project and the family pays the rent established for the unit they will occupy.
  - Nonetheless, HOME Program rules do permit PJs to design a program in which rents are determined based on the household's ability to pay. If a PJ elects this option, it must use "adjusted income" when calculating tenant rents.
4. The household's eligibility for, and the amount of, assistance to be provided under the Uniform Relocation Act (URA) or Section 104(d) relocation and tenant assistance requirements.

Click here to go to the topic on **calculating assistance amounts**, which are based on the calculation of adjusted income described in this topic.

Note that the "adjusted income" calculation is not needed for HOME-funded homebuyer or owner-occupied rehabilitation programs.

### Calculating Adjusted Income

#### Deductions by Household Type

Elderly/Disabled

Household Deductions

Dependent Deductions

Child Care Deductions

Medical Deductions

Disability Deductions

Both Medical and

Disability Deductions

### Calculating Income Eligibility Contents

General Requirements

Three Definitions of Income

Calculating Adjusted Income

Calculating Assistance Amounts

Calculator

## Adjustments to Income

Adjusted income is derived by subtracting any of five deductions, also known as allowances, that apply to the household from the household's **"annual (gross) income."** The deductions must be applied whenever "adjusted income" is calculated for eligible households.

A household's eligibility for adjustments to "annual (gross) income" depends in part on whether the household qualifies as a(n):

- **"elderly"** household,
- **"disabled"** household, or
- **"family"** (non-elderly, non-disabled) household.

Click on the key words above for a definition of each household type.

While defined at 24 CFR 5.611, the following deductions are applied to eligible households regardless of the definition of "annual (gross) income" that was initially used to determine their eligibility for the HOME Program. They are:

- **Elderly or disabled** household deductions,
- **Dependent deductions,**
- **Child care expenses deductions,**
- **Medical expenses deductions,** and
- **Disability assistance expenses deductions.**

Click on the key words above to learn how each deduction is applied when calculating adjusted income.

NOTE: Not all households are eligible for all deductions!

Click here to see a **chart** summarizing the allowable deductions for each household type.

# **Attachment # 11**

## **US HUD Eligibility Matrix Codes**



IDIS Matrix - CDBG Eligibility Activity Codes and National Objectives

Matrix Codes Key		National Objective Codes (N = Not Allowed)														
Code	Eligible Activity	LMA	LMAFI	LMAFA	LMC	LMCMC	LMCSV	LMH	LMHSP	LMJ	LMJFI	LMJJP	SBA	SBS	SBR	URG
1	Acquisition of Property - 570.201(a)					N	N				N					
2	Disposition - 570.201(b)					N	N				N			N		
3	Public Fac. & Impvm'ts - 570.201(c)					N	N									
03A	Senior Centers	N				N	N	N	N							
03B	Handicapped Centers	N				N	N	N	N							
03C	Homeless Facilities (not operating costs)	N				N	N	N	N							
03D	Youth Centers	N				N	N	N	N							
03E	Neighborhood Facilities					N	N	N	N							
03F	Parks, Recreational Facilities		N	N		N	N	N	N	N		N				
03G	Parking Facilities					N	N	N	N							
03H	Solid Waste Disposal Improvements					N	N									
03I	Flood Drainage Improvements					N	N									
03J	Water/Sewer Improvements					N	N									
03K	Street Improvements					N	N									
03L	Sidewalks					N	N									
03M	Child Care Centers	N				N	N	N	N							
03N	Tree Planting					N	N		N							
03O	Fire Station/Equipment		N	N	N	N	N	N	N	N		N				
03P	Health Facilities					N	N	N	N							
03Q	Abused and Neglected Children Facilities	N				N	N	N	N							
03R	Asbestos Removal					N	N	N	N							
03S	Facilities for AIDS Patients (no op'ting costs)	N				N	N	N	N							
4	Clearance, Demo, Remediate - 570.201(d)					N	N				N					
04A	Cleanup of Contaminated Sites					N	N				N					
5	Public Services - 570.201(e)		N	N		N		N	N	N	N	N		N	N	
03T	Operating Costs Homeless/AIDS Patients	N	N	N		N	N	N	N	N	N	N		N	N	
05A	Senior Services	N	N	N		N		N	N	N	N	N		N	N	
05B	Handicapped Services	N	N	N		N		N	N	N	N	N		N	N	
05C	Legal Services		N	N		N		N	N	N	N	N		N	N	
05D	Youth Services	N	N	N		N		N	N	N	N	N		N	N	
05E	Transportation Services		N	N		N		N	N	N	N	N		N	N	
05F	Substance Abuse Services		N	N		N		N	N	N	N	N		N	N	
05G	Battered and Abused Spouses	N	N	N		N		N	N	N	N	N		N	N	
05H	Employment Training		N	N		N		N	N	N	N	N		N	N	
05I	Crime Awareness		N	N		N		N	N	N	N	N		N	N	
05J	Fair Housing Activities-Subj. to Pub.Serv.Cap		N	N		N		N	N	N	N	N		N	N	
05K	Tenant/Landlord Counseling	N	N	N		N		N	N	N	N	N		N	N	
05L	Child Care Services	N	N	N		N		N	N	N	N	N		N	N	
05M	Health Services		N	N		N		N	N	N	N	N		N	N	
05N	Abused and Neglected Children	N	N	N		N		N	N	N	N	N		N	N	
05O	Mental Health Services		N	N		N		N	N	N	N	N		N	N	
05P	Screening for Lead Based Paint/Lead Hazards	N	N	N		N		N	N	N	N	N		N	N	
05Q	Subsistence Payments	N	N	N		N		N	N	N	N	N		N	N	
05R	Homeownership Assistance (not direct)	N	N	N	N	N				N	N	N		N	N	
05S	Rental Housing Subsidies	N	N	N	N	N				N	N	N		N	N	
05T	Security Deposits	N	N	N	N	N				N	N	N		N	N	
05U	Housing Counseling	N	N	N	N	N	N			N	N	N	N	N	N	N
05V	Neighborhood Cleanups		N	N	N	N		N	N	N	N	N		N	N	
05W	Food Banks		N	N		N		N	N	N	N	N		N	N	
6	Interim Assistance - 570.201(f)		N	N	N	N	N	N	N	N	N	N			N	
7	Urban Renewal Completion - 570.201(h)					N	N				N		N	N		N
8	Relocation - 570.201(i)					N	N				N					
9	Rental Income Loss - 570.201(j)					N	N				N					
11	Privately Owned Utilities - 570.201(l)					N	N				N					
12	Construction of Housing - 570.201(m)	N	N	N	N	N	N			N	N	N		N		
13	Homeownership Direct - 570.201(n)	N	N	N	N	N	N			N	N	N	N	N	N	N

IDIS Matrix - CDBG Eligibility Activity Codes and National Objectives

Matrix Codes Key		National Objective Codes (N = Not Allowed)															
Code	Eligible Activity	LMA	LMAFI	LMASA	LMC	LMCMC	LMCSV	LMH	LMHSP	LMJ	LMJFI	LMJP	SBA	SBS	SBR	URG	
14A	Rehab; Single-Unit Res. - 570.202	N	N	N	N	N	N			N	N	N					
14B	Rehab; Multi-Unit Residential	N	N	N	N	N	N			N	N	N					
14C	Public Housing Modernization	N	N	N	N	N	N			N	N	N					
14D	Rehab; Other than Public-Owned Residential Blds	N	N	N	N	N	N			N	N	N					
14E	Rehab; Pub./Private-Owned Commercial/Industrial					N	N	N	N		N						
14F	Energy Efficiency Improvements	N	N	N	N	N	N			N	N	N					
14G	Acquisition for Rehabilitation	N	N	N	N	N	N			N	N	N					
14H	Rehabilitation Administration					N	N				N						
14I	Lead Based Paint/Hazards Test/Abatement	N	N	N	N	N	N			N	N	N					
14J	Housing Services - HOME Program	N	N	N	N	N	N			N	N	N	N	N	N	N	
15	Code Enforcement - 570.202(c)		N	N	N	N	N	N	N	N	N	N		N			
16A	Residential Historic Preservation	N	N	N	N	N	N			N	N	N				N	
16B	Non-Residential Historic Preservation					N	N	N	N		N					N	
17A	ED Acquisition by Recipient - 570.203(a)					N	N	N	N								
17B	CI Infrastructure Development					N	N	N	N					N			
17C	CI Building Acq., Construction, Rehabilitation					N	N	N	N		N						
17D	Other Commercial/Industrial Improvements					N	N	N	N		N						
18A	ED Assistance to For-Profits - 570.203(b)				N	N	N	N	N		N			N			
18B	ED Technical Assistance				N	N		N	N		N			N			
18C	Micro-Enterprise Assist. - 570.201(o)						N	N	N		N			N			
19C	Nonprofit Capacity Building - 570.201(p)																
19D	Assist. Higher Educ. Inst. - 570.201(q)																
19E	Operation and Repair of Foreclosed Property		N	N	N	N	N			N	N	N	N	N	N	N	
19F	Planned Repayments of Sec. 108 Loans	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
19G	Unplanned Repayments of Sec. 108 Loans	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
19H	State CDBG Technical Assistance to Grantees	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
20	Planning-Ent. Com'ties - 570.205	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
20A	State Planning	N	N	N	N	N	N	N	N	N	N	N	N	N	N		
21A	Gen. Program Admin. - 570.206	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
21B	Indirect Costs	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
21C	Public Information	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
21D	Fair Housing Activity (subject to Admin. cap)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
21E	Submissions or Applications for Federal Programs	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
21H	CDBG Funding of HOME Admin.	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
21I	CDBG Funding of HOME CHDO Operating Costs	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
21J	State Administration Costs	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
22	Unprogrammed Funds	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
23	Tornado Shelters - Private Mobile H Parks		N	N	N	N	N	N	N	N	N	N	N	N	N	N	
National Objective Key		Entitlements										States					
LMA	Low- and moderate-income (Low/Mod) Area Benefit	570.208(a)(1)										570.483(b)(1)					
LMAFI	Low/Mod Area Benefit Community Development Financial Institution	570.208(d)(6)(i)										570.483(e)(4)					
LMASA	Low/Mod Area Benefit Neighborhood Revitalization Strategy Area	570.208(d)(5)(i)										570.483(e)(5)					
LMC	Low/Mod Limited Clientele	570.208(a)(2)										570.483(b)(2)					
LMCMC	Low/Mod Limited Clientele Microenterprise Development	570.208(a)(2)(iii)										570.483(b)(2)(iv)					
LMCSV	Low/Mod Limited Clientele, Job Service Benefit	570.208(a)(2)(iv)										570.483(b)(2)(v)					
LMH	Low/Mod Housing	570.208(a)(3)										570.483(b)(3)					
LMHSP	Low/Mod Housing, CDFI or Neighborhood Revitalization Strategy Area	570.208(d)(5)(ii) & (d)(6)(ii)										570.483(e)(5)					
LMJ	Low/Mod Job Creation or Retention	570.208(a)(4)										570.483(b)(4)					
LMJFI	Low/Mod Job Creation or Retention, Public Facility/ Improvement Benefit	570.208(a)(4)(vi)(F)										570.483(b)(4)(vi)(F)					
LMJP	Low/Mod Job Creation or Retention, Location Based	570.208(a)(4)(iv)(B)										570.483(b)(4)(iv)(B)					
SBA	Slum and Blight Area	570.208(b)(1)										570.483(c)(1)					
SBS	Slum and Blight Spot	570.208(b)(2)										570.483(c)(2)					
SBR	Slum and Blight Urban Renewal/Planning Only Activities (States)	570.208(b)(3)										570.483(c)(3)					
URG	Urgent Needs	570.208(c)															

US HUD ELIGIBILITY MATRIX CODE

CODE	ACTIVITY DESCRIPTION	SECTION	NATIONAL OBJECTIVES	ACCOUNTS/SAVING TYPES	OBJECTIVE	OUTCOME	NOTES
1	Acquisition of Real Property	570.201(a)	LMA, 570.208(a)(1) LMC, 570.208(a)(2) LMH, 570.208(a)(3) LMJ, 570.208(a)(4)	People Businesses Public Facilities Housing Units Jobs	Sustainable Living Environment	Sustainability	
2	Disposition of Real Property	570.201(b)	LMA, 570.208(a)(1) LMC, 570.208(a)(2) LMH, 570.208(a)(3) LMJ, 570.208(a)(4)	People Businesses Public Facilities Housing Units Jobs	Sustainable Living Environment  Decent Housing	Sustainability  Affordability	When the property will be used for the purpose for which it was acquired, use the same Accomplishment Code that was or should have been used for acquisition of the property. When a property is disposed of for a use other than for which it was acquired, use the Accomplishment Code that corresponds to the new use.
3	Public Facilities & Improvements (Gen)	570.201(c)	LMA, 570.208(a)(1) LMC, 570.208(a)(2) LMH, 570.208(a)(3) LMJ, 570.208(a)(4)	People Businesses Public Facilities Housing Units Jobs	Sustainable Living Environment	Sustainability	
03A	Senior Centers	570.201(c)	LMC, 570.208(a)(2) LMJ, 570.208(a)(4)	Public Facilities Jobs	Sustainable Living Environment	Availability/Accessibility	
03B	Handicapped Centers	570.201(c)	LMC, 570.208(a)(2) LMJ, 570.208(a)(4)	Public Facilities Jobs	Sustainable Living Environment	Availability/Accessibility	
03C	Homeless Facilities (not operating costs)	570.201(c)	LMC, 570.208(a)(2) LMJ, 570.208(a)(4)	Public Facilities Jobs	Sustainable Living Environment	Availability/Accessibility	
03D	Youth Centers	570.201(c)	LMC, 570.208(a)(2) LMJ, 570.208(a)(4)	Public Facilities Jobs	Sustainable Living Environment	Availability/Accessibility	
03E	Neighborhood Facilities	570.201(c)	LMA, 570.208(a)(1) LMC, 570.208(a)(2) LMJ, 570.208(a)(4)	Public Facilities Jobs	Sustainable Living Environment	Availability/Accessibility	

03F	Parks, Recreational Facilities	570.201(c)	LMA, 570.208(a)(1) LMC, 570.208(a)(2)	Public Facilities	Sustainable Living Environment	Availability/Accessibility	
			LMJ, 570.208(a)(4)	Jobs			
03G	Parking Facilities	570.201(c)	LMA, 570.208(a)(1) LMC, 570.208(a)(2)	Public Facilities	Sustainable Living Environment	Availability/Accessibility	
			LMJ, 570.208(a)(4)	Jobs			
03H	Solid Waste Disposal Improvements	570.201(c)	LMA, 570.208(a)(1) LMC, 570.208(a)(2)	Public Facilities	Sustainable Living Environment	Availability/Accessibility	
			LMH, 570.208(a)(3)	Housing Units			
			LMJ, 570.208(a)(4)	Jobs			
03I	Flood Drainage Improvements	570.201(c)	LMA, 570.208(a)(1) LMC, 570.208(a)(2)	Public Facilities	Sustainable Living Environment	Availability/Accessibility	
			LMH, 570.208(a)(3)	Housing Units			
			LMJ, 570.208(a)(4)	Jobs			
03J	Water/Sewer Improvements	570.201(c)	LMA, 570.208(a)(1) LMC, 570.208(a)(2)	People Public Facilities	Sustainable Living Environment	Availability/Accessibility	
			LMH, 570.208(a)(3)	Housing Units			
			LMJ, 570.208(a)(4)	Jobs			
03K	Street Improvements	570.201(c)	LMA, 570.208(a)(1) LMC, 570.208(a)(2)	People Public Facilities	Sustainable Living Environment	Availability/Accessibility	
			LMH, 570.208(a)(3)	Housing Units			
			LMJ, 570.208(a)(4)	Jobs			
03L	Sidewalks	570.201(c)	LMA, 570.208(a)(1) LMC, 570.208(a)(2)	People Public Facilities	Sustainable Living Environment	Availability/Accessibility	When the sole purpose of an activity is to create curb cuts, report the number of curb cuts using the Public Facilities code. When creating curb cuts is carried out in conjunction with other sidewalk improvements, report the number of people.
			LMH, 570.208(a)(3)	Housing Units			
			LMJ, 570.208(a)(4)	Jobs			
03M	Child Care Centers	570.201(c)	LMC, 570.208(a)(2)	Public Facilities	Sustainable Living Environment	Availability/Accessibility	
			LMJ, 570.208(a)(4)	Jobs			
03N	Tree Planting	570.201(c)	LMA, 570.208(a)(1) LMC, 570.208(a)(2)	Public Facilities	Sustainable Living Environment	Sustainability	



03O	Fire Station/Equipment	570.201(c)	LMA, 570.208(a)(1) LMJ, 570.208(a)(4)	Public Facilities Jobs	Sustainable Living Environment	Availability/Accessibility	
03P	Health Facilities	570.201(c)	LMA, 570.208(a)(1) LMC, 570.208(a)(2) LMJ, 570.208(a)(4)	Public Facilities Jobs	Sustainable Living Environment	Sustainability	
03Q	Abused and Neglected Children Facilities	570.201(c)	LMC, 570.208(a)(2) LMJ, 570.208(a)(4)	Public Facilities Jobs	Sustainable Living Environment	Availability/Accessibility	
03R	Asbestos Removal	570.201(c)	LMA, 570.208(a)(1) LMC, 570.208(a)(2) LMJ, 570.208(a)(4)	Public Facilities Jobs	Sustainable Living Environment	Sustainability	
03S	Facilities for AIDS Patients (no operating costs)	570.201(c)	LMC, 570.208(a)(2) LMJ, 570.208(a)(4)	Public Facilities Jobs	Decent Housing	Availability/Accessibility	
03T	Operating Costs: Homeless/AIDS Patients	570.201(e)	LMC, 570.208(a)(2)	People	Decent Housing	Availability/Accessibility	
4	Clearance, Demo, Remediate	570.201(d)	LMA, 570.208(a)(1) LMC, 570.208(a)(2) LMH, 570.208(a)(3) LMJ, 570.208(a)(4)	Businesses Housing Units Public Facilities Housing Units Jobs	Sustainable Living Environment	Sustainability	
04A	Cleanup of Contaminated Sites	570.201(d)	LMA, 570.208(a)(1) LMC, 570.208(a)(2) LMH, 570.208(a)(3)	Housing Units People	Sustainable Living Environment	Sustainability	Report the number of sites cleaned based on the primary use of the site (e.g., not the number of businesses)
5	Public Services	570.201(e)	LMA, 570.208(a)(1) LMC, 570.208(a)(2)	People	Sustainable Living Environment	Availability/Accessibility	
05A	Senior Services	570.201(e)	LMC, 570.208(a)(2)	People	Sustainable Living Environment	Availability/Accessibility	
05B	Handicapped Services	570.201(e)	LMC, 570.208(a)(2)	People	Sustainable Living Environment	Availability/Accessibility	
05C	Legal Services	570.201(e)	LMA, 570.208(a)(1) LMC, 570.208(a)(2)	People	Sustainable Living Environment	Availability/Accessibility	
05D	Youth Services	570.201(e)	LMC, 570.208(a)(2)	People	Sustainable Living Environment	Availability/Accessibility	
05E	Transportation Services	570.201(e)	LMA, 570.208(a)(1) LMC, 570.208(a)(2)	People	Sustainable Living Environment	Availability/Accessibility	
05F	Substance Abuse Services	570.201(e)	LMA, 570.208(a)(1) LMC, 570.208(a)(2)	People	Sustainable Living Environment	Availability/Accessibility	
05G	Battered and Abused Spouses	570.201(e)	LMC, 570.208(a)(2)	People	Sustainable Living Environment	Availability/Accessibility	

05H	Employment Training	570.201(e)	LMA, 570.208(a)(1) LMC, 570.208(a)(2)	People	Economic Opportunities	Sustainability
05I	Crime Awareness	570.201(e)	LMA, 570.208(a)(1) LMC, 570.208(a)(2)	People	Sustainable Living Environment	Sustainability
05J	Fair Housing Activities-Subj to 15% Pub.Serv.Cap	570.201(e)	LMA, 570.208(a)(1) LMC, 570.208(a)(2)	People	Sustainable Living Environment	Sustainability
05K	Tenant/Landlord Counseling	570.201(e)	LMC, 570.208(a)(2)	People	Sustainable Living Environment	Sustainability
05L	Child Care Services	570.201(e)	LMC, 570.208(a)(2)	People	Sustainable Living Environment	Availability/Accessibility
05M	Health Services	570.201(e)	LMA, 570.208(a)(1) LMC, 570.208(a)(2)	People	Sustainable Living Environment	Availability/Accessibility
05N	Abused and Neglected Children	570.201(e)	LMC, 570.208(a)(2)	People	Sustainable Living Environment	Availability/Accessibility
05O	Mental Health Services	570.201(e)	LMA, 570.208(a)(1) LMC, 570.208(a)(2)	People	Sustainable Living Environment	Availability/Accessibility
05P	Screening for Lead Based Paint/Lead Hazards Poisoning	570.201(e)	LMC, 570.208(a)(2)	People	Sustainable Living Environment	Sustainability
05Q	Substance Payments	570.201(e)	LMC, 570.208(a)(2)	People	Sustainable Living Environment	Availability/Accessibility
05R	Homeownership Assistance (not direct)	570.201(e)	LMH, 570.208(a)(3)	Households	Decent Housing	Affordability
05S	Rental Housing Subsidies	570.201(e)	LMH, 570.208(a)(3)	Households	Decent Housing	Affordability
05T	Security Deposits	570.201(e)	LMH, 570.208(a)(3)	Households	Decent Housing	Affordability
05U	Housing Counseling	570.201(e)	LMH, 570.208(a)(3)	Households	Decent Housing	Affordability
05V	Neighborhood Cleanups	570.201(e)	LMA, 570.208(a)(1)	People	Sustainable Living Environment	Sustainability

05W	Food Banks	570.201(e)	LMA, 570.208(a)(1) LMC, 570.208(a)(2)	People	Sustainable Living Environment	Availability/Accessibility	
6	Interim Assistance	570.201(f)	LMA, 570.208(a)(1)	People Businesses Housing Units Public Facilities	Sustainable Living Environment	Sustainability	
7	Urban Renewal Completion	570.201(h)	LMA, 570.208(a)(1) LMC, 570.208(a)(2) LMH, 570.208(a)(3)	Businesses Public Facilities Housing Jobs	Sustainable Living Environment	Sustainability	
8	Relocation	570.201(i)	LMJ, 570.208(a)(4) LMA, 570.208(a)(1) LMC, 570.208(a)(2)	People Households Businesses Organizations (non-profit) Households Jobs	Decent Housing	Availability/Accessibility	
9	Rental Income Loss	570.201(j)	LMH, 570.208(a)(3) LMJ, 570.208(a)(4)	People	Decent Housing	Affordability	Report the number of owners to whom payments are made.
11	Privately Owned Utilities	570.201(l)	LMA, 570.208(a)(1) LMC, 570.208(a)(2) LMH, 570.208(a)(3) LMJ, 570.208(a)(4)	Businesses	Sustainable Living Environment	Sustainability	Report the number of private utilities assisted.
12	Construction of Housing	570.201(m)	LMH, 570.208(a)(3)	Housing Units	Decent Housing	Affordability	New construction of housing with CDSC funds must be carried out by CBOOs, in accordance with the regulations at 570.204(a)
13	Homeownership Direct	570.201(n)	LMH, 570.208(a)(3)	Households	Decent Housing	Affordability	
14A	Rehab: Single-Unit Residential	570.202	LMH, 570.208(a)(3)	Housing Units	Decent Housing	Affordability	
14B	Rehab: Multi-Unit Residential	570.202	LMH, 570.208(a)(3)	Housing Units	Decent Housing	Affordability	
14C	Public Housing Modernization	570.202	LMH, 570.208(a)(3)	Housing Units	Decent Housing	Affordability	
14D	Rehab: Other than Publicly-Owned Residential Buildings	570.202	LMH, 570.208(a)(3)	Housing Units	Decent Housing	Affordability	
14E	Rehab: Publicly / Privately-Owned Commercial/Industrial	570.202	LMA, 570.208(a)(1) LMC, 570.208(a)(2) LMJ, 570.208(a)(4)	Businesses Jobs	Decent Housing	Affordability	
14F	Energy Efficiency Improvements	570.202	LMH, 570.208(a)(3)	Housing Units	Decent Housing	Sustainability	
14G	Acquisition For Rehabilitation	570.202	LMH, 570.208(a)(3)	Businesses Organizations Housing Units	Decent Housing	Affordability	

14H	Renovation Administration	570.202	<div> <div>LMA, 570.208(a)(1) LMC, 570.208(a)(2) LMJ, 570.208(a)(4)</div> <div> <div>Businesses Organizations</div> <div>Housing Units</div> </div> </div>	Decent Housing	Sustainability	
14I	Lead Based Paint/Hazards Test/Abatement	570.202	<div> <div>LMH, 570.208(a)(3)</div> <div>LMH, 570.208(a)(3)</div> </div>	Decent Housing	Sustainability	For proposed and actual units, report the number of Housing Units abated. In the Accomplishments Narrative, when appropriate, identify the number of housing units tested and number of children screened.



14J	Housing Services - HOME Program	570.202	LMH, 570.208(a)(3)	Housing Units	Decent Housing	Sustainability	Report people when a Code Enforcement activity consists of inspecting privately-owned vacant lots and / or tagging abandoned vehicles. When a Code Enforcement activity includes inspection of multiple types of property including Housing Units, report Housing Unit inspected in the proposed and actual units fields and report the number of People, Businesses and / or organizations inspected, as appropriate, in the Accomplishments Narrative.
15	Code Enforcement	570.202(c)	LMA, 570.208(a)(1)	People Businesses Organizations Housing Units	Sustainable Living Environment	Sustainability	
16A	Residential Historic Preservation	570.202(d)	LMH, 570.208(a)(3)	Housing Units	Sustainable Living Environment	Sustainability	
16B	Non-Residential Historic Preservation	570.202(d)	LMA, 570.208(a)(1) LMC, 570.208(a)(2) LMJ, 570.208(a)(4)	Businesses Organizations	Sustainable Living Environment	Sustainability	
17A	ED Acquisition by Recipient	570.203(a)	LMA, 570.208(a)(1) LMC, 570.208(a)(2) LMJ, 570.208(a)(4)	Businesses Jobs	Economic Opportunities	Sustainability	
17B	CI Infrastructure Development	570.203(a)	LMA, 570.208(a)(1) LMC, 570.208(a)(2) LMJ, 570.208(a)(4)	Businesses Jobs	Economic Opportunities	Sustainability	
17C	CI Building Acquisition, Construction, Rehabilitation	570.203(a)	LMA, 570.208(a)(1) LMC, 570.208(a)(2) LMJ, 570.208(a)(4)	Businesses Jobs	Economic Opportunities	Sustainability	
17D	Other Commercial/Industrial Improvements	570.203(a)	LMA, 570.208(a)(1) LMC, 570.208(a)(2) LMJ, 570.208(a)(4)	Businesses Jobs	Economic Opportunities	Sustainability	

18A	ED Assistance to For-Profits	570.203(b)	<div>LMA, 570.208(a)(1)</div> <div>LMJ, 570.208(a)(4)</div> <div>SBA, 570.208(b)(1)</div>	<div>Businesses</div> <div>Jobs</div> <div>Businesses</div>	Economic Opportunities	Sustainability	Report the number of businesses assisted. Do not report the number of persons in the service area. That information can be derived from data entered on the MX03 screen.
18B	ED Technical Assistance	570.203(b)	<div>LMA, 570.208(a)(1)</div> <div>LMJ, 570.208(a)(4)</div>	<div>Businesses</div> <div>Jobs</div>	Economic Opportunities	Sustainability	Report Businesses in the proposed and actual units fields, and, where appropriate, report the number of people trained and / or provided support services in the Accomplishments Narrative.
18C	Micro-Enterprise Assistance	570.201(c)	<div>LMA, 570.208(a)(1)</div> <div>LMC, 570.208(a)(2)</div> <div>LMJ, 570.208(a)(4)</div>	<div>People</div> <div>Businesses</div> <div>Jobs</div>	Economic Opportunities	Sustainability	Report the number of businesses served when an activity assists a micro-enterprise, including assistance in creating a micro-enterprise. Report the number of people served when an activity provides training to assist people in developing and operating a micro-enterprise. If an activity undertakes both of these functions, report only the number of businesses assisted in the units fields. The number of persons trained should be reported in the accomplishment narrative.
19C	Nonprofit Capacity Building	570.201(p)	<div>LMA, 570.208(a)(1)</div> <div>LMC, 570.208(a)(2)</div> <div>LMH, 570.208(a)(3)</div> <div>LMJ, 570.208(a)(4)</div>	<div>People</div> <div>Households</div> <div>Businesses</div> <div>Organizations</div> <div>Housing Units</div> <div>Public Facilities</div> <div>Jobs</div>	Economic Opportunities	Sustainability	

18D	Assistance to Institutes of Higher Education	570.201(a)	LMA, 570.208(a)(1) LMC, 570.208(a)(2)	ALL	Economic Opportunities	Sustainability	Determine the eligible activity to be carried out by the Institute and identify the correct matrix code and national objective for the activity. Then, use the table to assign the appropriate Accomplishment Code.
			LMH, 570.208(a)(3)				
			LMJ, 570.208(a)(4)				
19E	Operation and Repair of Foreclosed Property		LMA, 570.208(a)(1) LMH, 570.208(a)(3)	Housing Units	NA	NA	
19F	Planned Repayments of Sec. 108 Loans		None	None	NA	NA	
19G	Unplanned Repayments of Sec. 108 Loans		None	None	NA	NA	
19H	State CDBG Technical Assistance to Grantees		None	None	NA	NA	
20	Planning (Entitlement Communities)	570.205	None	None	NA	NA	
20A	State Planning		LMA, 570.208(a)(1) LMC, 570.208(a)(2) LMH, 570.208(a)(3) LMJ, 570.208(a)(4)	People Households Businesses Organizations Housing Units Public Facilities	NA	NA	
21A	General Program Administration	570.208	None	None	NA	NA	
21B	Indirect Costs	570.206	None	None	NA	NA	
21C	Public Information	570.208	None	None	NA	NA	
21D	Fair Housing Activities (subject to Admin. cap)	570.208	None	None	Sustainable Living Environment	Sustainability	
21E	Submissions or Applications for Federal Programs	570.208	None	None	NA	NA	
21H	CDBG Funding of HOME Admin.		None	None	NA	NA	
21I	CDBG Funding of HOME CHDO Operating Costs		None	None	NA	NA	
21J	State Administration Costs		None	None	NA	NA	
22	Unprogrammed Funds		None	None	NA	NA	
23	Tornado Shelters - Private Mobile H Parks		LMA, 570.208(a)(1)	People	Sustainable Living Environment	Sustainability	

# Attachment# 12

## Miami Dade County Income Limits





## FY 2017 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

### FY 2017 Income Limits Summary

FY 2017 Income Limit Area	Median Income Explanation	FY 2017 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Miami-Dade County	\$51,800	Very Low (50%) Income Limits (\$) Explanation	26,450	30,200	34,000	<b>37,750</b>	40,800	43,800	46,850	49,850
		Extremely Low Income Limits (\$) * Explanation	15,900	18,150	20,420	<b>24,600</b>	28,780	32,960	37,140	41,320
		Low (80%) Income Limits (\$) Explanation	42,300	48,350	54,400	<b>60,400</b>	65,250	70,100	74,900	79,750

**Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.**

\* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2017 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2017 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

[FY2016 Median Family Income and Income Limits for Miami-Dade County](#)

Select a different county or county equivalent in  
Florida:

Liberty County ▲  
Madison County  
Manatee County  
Marion County  
Martin County  
Miami-Dade County ▼

Select county or county equivalent

Select any FY2017 HUD Metropolitan FMR Area's  
Income Limits:

Miami-Miami Beach-Kendall, FL HUD Metro FMR Area ▼

Select HMFA Income Limits Area

Or press below to start over and select a different  
state:

Select a new state

Update URL For bookmarking or E-Mailing

Prepared by the Economic and Market Analysis Division, HUD.



## FY 2017 MEDIAN FAMILY INCOME DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

### Median Family Income Calculation Methodology

**Estimates of median family income for metropolitan and non-metropolitan areas are developed as follows:**

1. The U.S. Census Bureau's 2010-2014 ACS median family income estimates are used as a basis for calculating HUD's FY2017 MFIs. In areas where the margin of error is more than half of the 2014 5-year ACS itself, the state non-metro estimate of median family income is used.
2. If there is a valid 2017 1-year ACS estimate of median family income available, HUD replaces the 5-year data with the 1-year data. A valid 1-year 2014 5-year ACS estimate is one where the margin of error of the estimate is less than one-half of the estimate.
3. Once the appropriate 2014 ACS data has been selected, an inflation factor based on the CBO forecast of the national CPI is calculated to inflate the estimate from mid-2014 to April, 2017 (or mid FY2017).

The **Miami-Miami Beach-Kendall, FL HUD Metro FMR Area**, has published local area 1-year 2014 ACS Survey results.

### MFI Step by Step Calculation

1. The following are the 2014 American Community Survey 5-year median income estimate and margin of error for **Miami-Miami Beach-Kendall, FL HUD Metro FMR Area**:

Area	ACS <sub>2014</sub> 5-Year Median Income	ACS <sub>2014</sub> 5-Year Margin of Error	Ratio	Result
<b>Miami-Miami Beach-Kendall, FL HUD Metro FMR Area</b>	\$49,391	\$504	\$504 / \$49,391 = 0.01	0.01 < .5  <b>Use ACS<sub>2014</sub> Miami-Miami Beach-Kendall, FL</b>

**HUD Metro FMR Area  
Median Income**

2. Since there is a 1-year 2014 ACS estimate available, the margin of error of the estimate is checked to determine if it is less than one-half of the 1-year 2014 ACS:

Area	ACS <sub>2014</sub> 1-Year Median Income	ACS <sub>2014</sub> 1-Year Margin of Error	Ratio	Result
Miami-Miami Beach-Kendall, FL HUD Metro FMR Area	\$50,187	\$1,062	$\frac{\$1,062}{\$50,187} = 0.021$	0.021 < .5  Update to ACS <sub>2014</sub> 1- Year Median Income

3. The calculation of the CPI Inflation Factor is as follows:

Area	FY2017 CPI	2014 Annual CPI	CPI Inflation Factor
Miami-Miami Beach-Kendall, FL HUD Metro FMR Area	244.2	236.736	$\frac{244.2}{236.736} = 1.03153$

4. The FY 2017 median family income is estimated as follows:

Area	ACS <sub>2014</sub> 5-Year Estimate	CPI Inflation Factor	FY 2017 Area MFI Estimate
Miami-Miami Beach-Kendall, FL HUD Metro FMR Area	\$50,187	1.03153	$(\$50,187 * 1.03153) = \$51,769$

5. In keeping with HUD policy, the median family income estimate is rounded to the nearest \$100:

Area	Unrounded FY 2017 MFI Estimate	Rounded FY 2017 MFI Estimate
Miami-Miami Beach-Kendall, FL HUD	\$51,769	\$51,800



Metro FMR Area
<p>Press below to select a different state:</p> <p>Select a new state</p> <p>Or select a FY 2017 HUD Metropolitan FMR Area's Median Family Income:</p> <p>Miami-Miami Beach-Kendall, FL HUD Metro FMR Area ▼</p> <p>Select Area</p>
<p>Update URL for bookmarking or E-mailing</p>
<p>Technical Problems or questions? <a href="#">Contact Us.</a></p>

# **Attachment # 13**

## **Construction Cost Breakdown/Scope of Work**

**SAMPLE BUDGET SUMMARY FOR CONSTRUCTION BUDGET/ HOME OR CDBG FUNDS**

MAJOR CATEGORIES:	HOME or CDBG		NON-PHCD		TOTAL FUNDING
1. Personnel	\$ -		\$ 24,960.00		\$ 24,960.00
2. Contractual Services	\$ 70,000.00		\$ 3,600.00		\$ 73,600.00
3. Operating Expenses	\$ -		\$ 8,400.00		\$ 8,400.00
4. Commodities	\$ -		\$ 18,400.00		\$ 18,400.00
5. Capital Outlay	\$ 130,000.00		\$ 5,000.00		\$ 135,000.00
<b>FY HOME OR CDBG</b>	<b>\$ 200,000.00</b>		<b>\$ 60,360.00</b>		<b>\$ 260,360.00</b>

**OTHER FUNDING SOURCES (Non-PHCD):**

ABC Grant	\$30,000
First Bank Loan	\$30,360
<b>Total</b>	<b>\$60,360</b>

# SAMPLE CONSTRUCTION BUDGET FOR HOME OR CDBG FUNDS

AGENCY NAME

SUB OBJECT	DESCRIPTION	HOME or CDBG AMOUNT	OTHER AMT	TOTAL AMT
Personnel expenses <i>are not allowable for construction-related projects</i>	01 Personnel			
	Executive Director	\$0	\$23,077	\$23,077
	Housing Assistant	\$0	\$0	\$0
	FICA/MICA	\$0	\$1,883	\$1,883
	Total Personnel	\$0	\$24,960	\$24,960
	20 Contractual Services			
	Audit External	\$10,000	\$0	\$10,000
	Accounting Services	\$0	\$3,600	\$3,600
	General Liability Insurance	\$1,000	\$0	\$1,000
	Auto Liability	\$1,000	\$0	\$1,000
	Other Insurance Expense:	\$1,000	\$0	\$1,000
	Builders Risk			
	Flood			
	Title Insurance	\$5,000	\$0	\$5,000
	Construction Manager (Consultant)	\$25,000	\$0	\$25,000
	Appraisal & Surveying Services	\$7,000	\$0	\$7,000
	Property Maintenance	\$5,000	\$0	\$5,000
	Attorney's Fees	\$5,000	\$0	\$5,000
	Marketing	\$10,000	\$0	\$10,000
	Total Contractual	\$70,000	\$3,600	\$73,600
Operating expenses <i>are not allowable for construction-related projects</i>	30 Operating Expenses			
	Electric/Telephone	\$0	\$7,400	\$7,400
	Water & Sewer Services	\$0	\$1,000	\$1,000
	Total Operating Expenses	\$0	\$8,400	\$8,400
Commodity expenses <i>are not allowable for construction-related projects</i>	40 Commodities			
	Office Supplies	\$0	\$1,400	\$1,400
	Office Equipment	\$0	\$5,000	\$5,000
	Rent	\$0	\$12,000	\$12,000
	Total Commodities	\$0	\$18,400	\$18,400
	90 Capital Outlay			
	Purchase Price of Land	\$75,000	\$0	\$75,000
	Environmental	\$5,000	\$0	\$5,000
	Site Preparation	\$5,000	\$0	\$5,000
	Fence Installation	\$2,000	\$0	\$2,000
	Prime Contractor - Construction	\$0	\$0	\$0
	Property Taxes	\$0	\$5,000	\$5,000
	Building Permits	\$10,000	\$0	\$10,000
	Architect Fees	\$13,000	\$0	\$13,000
	Impact Fees	\$20,000	\$0	\$20,000
	Total Capital Outlay	\$130,000	\$5,000	\$135,000
	TOTALS	\$200,000	\$60,360	\$260,360
OTHER FUNDING SOURCES (Non-PHCD):				
	ABC Grant	\$30,000		
	First Bank Loan	\$30,360		
	Total	\$60,360		



# COST ALLOCATION REPORT: NEW CONSTRUCTION AFFORDABLE HOUSING

APPLICANT / AGENCY NAME: ABC Community Development Corporation PROJECT NAME: ABC Village DATE: \_\_\_\_\_

USES	COSTS Project Costs	FUNDING SOURCES										Total Funding	Funding Gap
		City of Miami HOME	City of Miami ODBG	Sun Trust Bank	Miami-Dade	SURTAX	SHIP	HAYT	HOME	HOME	HOME		
Land Acquisition	\$387,507	\$0	\$0	\$0	\$0	\$0	\$0	\$312,160	\$5,347	\$0	\$0	\$387,507	\$0
<b>HARD COSTS</b>													
Construction Cost	\$4,682,539	\$1,185,000	\$0	\$2,447,886	\$0	\$75,000	\$0	\$384,853	\$150,000	\$200,000	\$0	\$4,432,539	\$250,000
Construction Contingency	\$182,886	\$0	\$0	\$182,886	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$182,886	\$0
Construction Project Manager	\$75,000	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000	\$0
Construction Supervision	\$15,000	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$0
<b>TOTAL</b>													
<b>HARD COST</b>	<b>\$4,935,425</b>	<b>\$1,185,000</b>	<b>\$0</b>	<b>\$2,645,772</b>	<b>\$0</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$384,853</b>	<b>\$150,000</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$4,705,425</b>	<b>\$230,000</b>
<b>SOFT COSTS</b>													
Architect Design / Civil Engineering	\$80,000	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	\$0
Impact Fees	\$55,000	\$55,000	\$0	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$56,000	\$0
Permit Fees	\$32,000	\$0	\$6,000	\$0	\$24,000	\$0	\$0	\$0	\$0	\$0	\$0	\$32,000	\$0
Legal Fees	\$50,000	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0
Environmental	\$1,600	\$0	\$0	\$0	\$1,600	\$0	\$0	\$0	\$0	\$0	\$0	\$1,600	\$0
Appraisal	\$5,000	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0
Insurance Liability	\$2,500	\$0	\$0	\$0	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$0
Legal Cost	\$40,150	\$0	\$0	\$0	\$39,650	\$0	\$500	\$0	\$0	\$0	\$0	\$40,150	\$0
Loan Closing Financing Fees	\$200,000	\$0	\$0	\$200,000	\$170	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0
Estate Research	\$1,000	\$0	\$0	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$0
Title Insurance	\$19,000	\$0	\$0	\$0	\$19,000	\$0	\$0	\$0	\$0	\$0	\$0	\$19,000	\$0
Surveying	\$600	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0
Construction Accounting	\$12,000	\$0	\$0	\$0	\$12,000	\$0	\$0	\$0	\$0	\$0	\$0	\$12,000	\$0
For Use by City / City Incurred Costs	\$10,000	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0
Air Photo	\$1,500	\$0	\$0	\$0	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$0
Signs	\$500	\$0	\$0	\$0	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$0
Cleaning Debris	\$1,600	\$0	\$0	\$0	\$1,600	\$0	\$0	\$0	\$0	\$0	\$0	\$1,600	\$0
Developer's Fees	\$150,000	\$50,000	\$0	\$0	\$50,000	\$0	\$0	\$50,000	\$0	\$0	\$0	\$150,000	\$0
Soft Cost Contingency	\$24,398	\$0	\$0	\$24,398	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,398	\$0
<b>TOTAL</b>													
<b>SOFT COST</b>	<b>\$797,748</b>	<b>\$115,000</b>	<b>\$8,000</b>	<b>\$324,228</b>	<b>\$300,000</b>	<b>\$0</b>	<b>\$520</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$797,748</b>	<b>\$0</b>
<b>TOTAL PROJECT COST</b>	<b>\$5,733,173</b>	<b>\$1,280,000</b>	<b>\$8,000</b>	<b>\$2,970,000</b>	<b>\$300,000</b>	<b>\$150,000</b>	<b>\$312,680</b>	<b>\$600,000</b>	<b>\$150,000</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$5,870,680</b>	<b>\$230,000</b>

# **Attachment # 14**

## **Budget Samples and Forms/Sources and Uses Statement**

**SAMPLE BUDGET SUMMARY  
FOR NON-CONSTRUCTION RELATED PROJECTS**

**NAME OF AGENCY, INC.**  
*ABC PROGRAMMING*

**CDBG**

**SUMMARY BUDGET**

CATEGORIES	Non-PHCD	CDBG	TOTAL ALL SOURCES
I. PERSONNEL	119,236	23,169	\$ 142,405
II. CONTRACTUAL SERVICES	9,500	9,500	\$ 19,000
III. OPERATING SERVICES	6,750	6,750	\$ 13,500
IV. COMMODITIES	800	800	\$ 1,600
V. CAPITAL OUTLAY	0	0	\$ 0
<b>TOTAL BUDGET</b>	<b>\$136,286</b>	<b>\$40,219</b>	<b>\$176,505</b>

**OTHER FUNDING SOURCES (Non-PHCD):**

ABC Grant	\$50,000
BL Grant	\$86,286
<b>Total</b>	<b>\$136,286</b>

# SAMPLE BUDGET FOR NON-CONSTRUCTION RELATED PROJECTS

**AGENCY NAME, INC. [PROJECT NAME] CDBG**

**DETAIL BUDGET**

	PP	Non PHCD	PHCD	TOTAL PHCD	TOTAL ALL SOURCES
<b>04010 PERSONNEL - Employee</b>					
Regular - Salaries			Bi-Weekly		
Executive Director	26	38,000	0	0	\$38,000
Deputy Director	26	47,000	0	0	\$47,000
Case Manager	26	12,500	480.77	12,500	\$25,000
Tutor	26	8,000	307.69	8,000	\$16,000
<b>Subtotal Salaries</b>		<b>105,500</b>	<b>788.46</b>	<b>20,500</b>	<b>\$126,000</b>

<b>04010 Fringe Benefits</b>					
Fica: 11,000 x .0620 = 628 x 100%		6,541	48.88	1,271	\$7,812
Mica: 11,000 x .0145 =160		1,530	11.43	297	\$1,827
Worker's Compensation		5,665	42.34	1,101	\$6,766
<b>Subtotal Fringe</b>		<b>13,736</b>	<b>102.66</b>	<b>2,669</b>	<b>\$16,405</b>
<b>Total Personnel</b>		<b>119,236</b>	<b>891.12</b>	<b>23,169</b>	<b>\$142,405</b>

<b>Contractual Services</b>					
21011 External Audit		2,000	0.00	2,000	\$4,000
21020 Accounting Services		0	0.00	0	\$0.00
21030 Other Professional Svc.		0	0.00	0.00	\$0.00
22350 Bottled Water		0	0.00	0	\$0.00
25330 Rent Copier		1,500	0.00	1,500	\$3,000
25511 Building Rental		6,000	0.00	6,000	\$12,000
<b>Total Contractual</b>		<b>9,500</b>	<b>0.00</b>	<b>9,500</b>	<b>\$19,000</b>

<b>Operating Expense</b>					
22010 Electrical Services		2,000	0.00	2,000	\$4,000
23210 General Liability Insurance		1,500	0.00	1,500	\$3,000
23220 Automobile Liability Insurance		1,250	0.00	1,250	\$2,500
31011 Telephone Regular		1,250	0.00	1,250	\$2,500
31011 Telephone Long Distance		150	0.00	150	\$300
31610 Postage		600	0.00	600	\$1,200
31420 Advertising Radio		0.00	0.00	0.00	\$0.00
<b>Total Operating Expense</b>		<b>6,750</b>	<b>0.00</b>	<b>6,750</b>	<b>\$13,500</b>

<b>Commodities</b>					
31510 Outside Printing		400	0.00	400	\$800
95020 Computer Purchase		0	0.00	0	\$0.00
47010 Office Supplies/Outside Vendors		400	0.00	400	\$800
<b>Total Commodities</b>		<b>800</b>	<b>0.00</b>	<b>800</b>	<b>\$1,600</b>

<b>Capital Outlay</b>					
		0.00	0.00	0.00	0.00
<b>Total Capital Outlay</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

<b>TOTAL BUDGET</b>		<b>\$136,286</b>	<b>0.00</b>	<b>\$40,219</b>	<b>\$176,505</b>
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List of all other funding sources and corresponding amounts as indicated below:

ABC Grant	\$50,000
BL Grant	\$86,286
<b>Total</b>	<b>\$136,286</b>



**SAMPLE CONSTRUCTION BUDGET FOR HOME OR CDBG FUNDS**

HOME or CDBG INDEX CODE: # \_\_\_\_\_

**BUDGET SUMMARY**

MAJOR CATEGORIES:	HOME or CDBG	NON-PHCD	TOTAL FUNDING
1. Personnel Services	\$0	\$24,960	\$24,960
2. Contractual Services	\$70,000	\$3,600	\$73,600
3. Operating Expenses	\$0	\$8,400	\$8,400
4. Commodities	\$0	\$18,400	\$18,400
5. Capital Outlay	\$130,000	\$5,000	\$135,000
TOTALS	\$200,000	\$60,360	\$260,360

**OTHER FUNDING SOURCES (Non- PHCD)**

ABC Grant	\$30,000
First Bank Loan	\$30,360
Total	\$60,360

# HOME/CHDO

CHDO INDEX#

HOME INDEX#

## BUDGET SUMMARY

MAJOR CATEGORIES:	CHDO	HOME	NON-OCED	TOTAL HOME/CHDO
1. Personnel Services	\$40,000	\$0	\$24,960	\$40,000
2. Contractual Services	\$0	\$70,000	\$3,600	\$70,000
3. Operating Expenses	\$0	\$0	\$8,400	\$0
4. Commodities	\$0	\$0	\$18,400	\$0
5. Capital Outlay	\$0	\$130,000	\$5,000	\$130,000
TOTALS	\$40,000	\$200,000	\$60,360	\$240,000

## HOME SAMPLE BUDGET

**Agency Name**

<u>DESCRIPTION</u>	<u>HOME AMT</u>	<u>CHDO HOME AMT</u>	<u>OTHER AMT</u>	<u>TOTAL AMT</u>
<b>01 Personnel</b>				
Executive Director	\$0	\$32,308	\$23,077	\$55,385
Housing Assistant	\$0	\$3,846	\$0	\$3,846
FICA	\$0	\$3,846	\$1,883	\$5,729
<b>20 Contractual Services</b>				
Audit External (2003 & 2004)	\$10,000	\$0	\$0	\$10,000
Accounting Services	\$0	\$0	\$3,600	\$3,600
General Liability Insurance	\$3,000	\$0	\$0	\$3,000
Title Insurance	\$5,000	\$0	\$0	\$5,000
Construction Manager (Consultant)	\$25,000	\$0	\$0	\$25,000
Appraisal & Surveying Services	\$7,000	\$0	\$0	\$7,000
Property Maintenance	\$5,000	\$0	\$0	\$5,000
Attorney's Fees	\$5,000	\$0	\$0	\$5,000
Marketing	\$10,000	\$0	\$0	\$10,000
<b>30 Operating Expenses</b>				
Electric/Telephone	\$0	\$0	\$7,400	\$7,400
Water & Sewer Services	\$0	\$0	\$1,000	\$1,000
<b>40 Commodities</b>				
Office Supplies	\$0	\$0	\$1,400	\$1,400
Office Equipment	\$0	\$0	\$5,000	\$5,000
Rent	\$0	\$0	\$12,000	\$12,000
<b>90 Capital Outlay</b>				
Purchase Price of Land	\$75,000	\$0	\$0	\$75,000
Environmental	\$5,000	\$0	\$0	\$5,000
Property Taxes	\$0	\$0	\$5,000	\$5,000
Building Permits	\$10,000	\$0	\$0	\$10,000
Architect Fees	\$10,000	\$0	\$0	\$10,000
Impact Fees	\$20,000	\$0	\$0	\$20,000
<b>TOTAL</b>	<b>\$200,000</b>	<b>\$40,000</b>	<b>\$60,360</b>	<b>\$300,360</b>

# **Attachment # 15**

## **Sample Scope of Services, Action Steps**



Economic Development Tasks (This is sample work plan; therefore, you must revise to include additional tasks and delete tasks that are not applicable)					
ID	Task Name	Required Resource	Enter in the % of Task Completed (as of today)	Enter in the Start Date of Task	Calculated End Date of Task
1.1	Contract Development Phase		0.00		
1.1.1	submit requirement documents with environmental Review (ER) form (see attachment D in the Contract)	Agency	0.00		
1.1.2	environmental review process	Environmental Specialist	0.00		
1.1.3	submittal of scope and budget	Agency	0.00		
1.1.4	scope and budget review by Public Housing and Community Development (PHCD) Project Manager (PM)	Project Manager	0.00		
1.1.5	review eligibility of activity	Planner, IDIS Specialist, Project Manager	0.00		Information used from Consolidated Plan
1.1.6	meet with stake holders	All	0.00		
1.1.7	prepare and assemble CDBG contract with Attachments A to H	Project Manager	0.00		
1.1.8	submit CDBG contract for agency signature to execute	Project Manager	0.00		
1.1.9	return signed CDBG contract to PHCD for final processing	Agency	0.00		
1.1.10	submit CDBG contract to Miami-Dade County Manager Office	PM Supervisor and PM Manager	0.00		
1.1.11	receive and distribute executed CDBG Contract	Project Manager	0.00		
1.2	Milestone Review		0.00		
1.2.1	Marketing Phase		0.00		
1.2.1	publicize program	Agency	0.00		
1.2.2	submit copy of publications to PHCD	Agency	0.00		
1.2.3	number of business seminar - document the kind of services provided - business plan, business start-up information, marketing, etc	Agency	0.00		
1.2.4	submit sign in sheet of participants to PHCD - technical assistance workshops, include name, addresses & telephone number & Indicated participants in NRSA	Agency	0.00		
1.2.5	Identify potential recipients - name, addresses & telephone number	Agency	0.00		
1.2.6					

ID	Task Name	Required Resource	Enter in the % of Task Completed (as of today)	Enter in the Start Date of Task	Calculated End Date of Task	Notes:
<b>Milestone Review</b>						
1.3	<b>Programmatic Phase</b>		0.00			
1.3.1	Environmental clearance letter	Environmental Specialist	0.00			
1.3.2	submit insurance certificate to PHCD - Attachment B1 of contract	Agency	0.00			
1.3.3	submit Insurance to Miami-Dade Risk Management for approval	Project Manager	0.00			
1.3.4	submit payments request to PHCD- monthly basis	Agency	0.00			
1.3.5	submit quarterly progress report (Due no later than 10 days after the end of the quarter)	Agency	0.00			
1.3.6	submit procurement policies to PHCD	Agency	0.00			
1.3.7	review and approve procurement policies	Project Manager	0.00			
1.3.8	submit accounting policies to PHCD	Agency	0.00			
1.3.9	review and approve accounting policies	Project Manager	0.00			
1.3.10	provide a complete inventory of all capital equipment to PHCD - \$700 or more	Agency	0.00			
1.3.11	submit inventory list to Miami Dade GSA	Project Manager	0.00			
1.3.12	submit copy of prior year audit report	Agency	0.00			
1.3.13	provide copy of program income tracking - report income immediately	Agency	0.00			
1.3.14	review and approve program income	Project Manager	0.00			
<b>Milestone Review</b>						
1.4	<b>Job Creation Phase</b>		0.00			
1.4.1	Intake and assess businesses	Agency				
1.4.2	submit copy of policy guidance on using funds for small business incubators - U.S. HUD's CPD-89-33.	Project Manager	0			
1.4.3	submit copies the agreements between Enterprise Development Corp. and businesses in the incubator. Agreements must indicate CDBG requirements	Agency	0			
1.4.4	execute agreement(s) with businesses for the creation of # _____ Jobs -24 CFR 570.506(b)(5)(ii)(A)(1)	Agency	0			
1.4.5	execute agreement(s) with businesses for the creation of # _____ Jobs -24 CFR 570.506(b)(5)(ii)(A)(1)	Agency	0.00			

ID	Task Name	Required Resource	Enter in the % of Task Completed (as of today)	Enter in the Start Date of Task	Calculated End Date of Task	Notes:
1.4.6	submit list of all current jobs titles and employee names & which are held by LMI person -24 CFR 570.506(b)(5)(ii)(B)	Agency	0.00			
1.4.7	submit job creation agreement(s) for # _____ jobs to PHCD	Agency	0.00			
1.4.8	submit Duns Number of businesses to PHCD	Agency	0.00			
1.4.9	submit proof that business registered with the State of Florida-sunbiz	Agency	0.00			
1.4.10	review agreement(s) for the # _____ jobs created	Project Manager	0.00			
1.4.11	approval of agreement for # _____ jobs created	Project Manager	0.00			
1.4.12	submit description of the hiring process	Agency	0.00			
1.4.13	provide a description of steps to ensure LMI Individuals receive first consideration for the jobs created-24 CFR 570.506(b)(5)(ii)(A)(1)&(3)	Agency	0.00			
1.4.14	provide a list of the jobs titles of the permanent jobs expected to be created -24 CFR 570.506(b)(5)(ii)(A)(2)	Agency	0.00			
1.4.15	provide list of permanent jobs that is available to LMI Individuals -24 CFR 570.506(b)(5)(ii)(A)(1)	Agency	0.00			
1.4.16	provide list of jobs require special skills or education -24 CFR 570.506(b)(5)(ii)(A)(1)	Agency	0.00			
1.4.17	submit completed Job Creation form(s) to DHCD for 4 newly created jobs	Agency	0.00			
1.4.18	submit income verification of LMI employee (FY 11 Section 8 Income limits for Dade County)	Agency	0.00			
1.4.19	review and approve income verification of LMI employee (FY 11 Section 8 Income limits for Dade County)	Project Manager	0.00			
1.4.20	Submit sheet tracking of LMI created job(s) to PHCD every six months	Agency	0.00			Jobs created by businesses in the Incubator will be counted for 3 years or until the business moves out of the incubator, whichever comes first
1.5	Milestone Review		0.00			
1.5.1	Close Out Phase		0.00			
1.5.2	submit final progress report	Agency	0.00			
1.5.3	submit final payment	Agency	0.00			
1.5.3	submit job creation and LMI Information to PHCD's Compliance Unit	Project Manager	0.00			

ID	Task Name	Required Resource	Enter in the % of Task Completed (as of today)	Enter in the Start Date of Task	Calculated End Date of Task	Notes:
1.5.4	review job creation and LMI information	Compliance Unit	0.00			
1.5.5	print out copy of Financial balance	Project Manager	0.00			
1.5.6	report accomplishment in IDIS	IDIS Specialist	0.00			
	<i>Milestone Review</i>					
Overall Project Percent Complete			0.00			

Payment request should include but not limited to the following items listed below -  
 payment request form, cancelled checks, invoices, payroll registrar, insurance certificate as required in Attachment B, payment monthly progress report, list of all jobs before LMI job creation, list of jobs after job creation, agreement with business to create job(s), job creation form, employee pay stub, all back to verify payment, etc.



Housing Task (This is sample work plan; therefore, you must revise to include additional tasks and delete tasks that are not applicable)						
ID	Task Name	Required Resource	Enter in the % of Task Completed (as of today)	Enter in the Start Date of Task	Calculated End Date of Task	Notes:
1	<b>Contract Development Phase</b>		0.00			
	submit required Environmental Review (ER) form (see attachment D in the Contract)	Agency	0.00			
1.1.1	environmental review process	Environmental Specialist	0.00			
1.1.2	submittal of scope and budget	Agency	0.00			
1.1.3	scope and budget review by Public Housing and Community Development (PHCD) Project Manager (PM)	Project Manager	0.00			
1.1.4	prepare and assemble contract with Attachments A to H (24 cfr 92.504)	Project Manager	0.00			
1.1.5	submit contract for agency signature to execute	Project Manager	0.00			
1.1.6	return signed contract to PHCD for final processing	Agency	0.00			
1.1.7	submit contract to Miami-Dade Mayor's Office	PM Supervisor and PM Manager	0.00			
1.1.8	receive and distribute executed Contract	Project Manager	0.00			
	<b>Milestone Review</b>					
1.2	<b>Pre- Development Phase</b>		0.00			
1.2.1	request loan closing check list	Agency	0.00			
1.2.2	submit sources and uses statement	Agency	0.00			
1.2.3	submit required Insurance certificate	Agency	0.00			
1.2.4	submit insurance document to Miami-Dade GSA	Project Manager	0.00			
1.2.6	pro forma	Agency	0.00			
1.2.7	Environment clearance letter	Environmental Specialist	0.00			
	Request PHCD signage for project site	Project Manager	0.00			
1.2.8	complete loan closing binder	Agency	0.00			
1.2.9	review loan closing binder	PHCD's Loan Division	0.00			
1.2.10	underwriting review	PHCD's Loan Division	0.00			
1.2.11	close loan - sign Rental Regulatory Agreement	PHCD's Loan Division & Agency	0.00			if applicable
1.2.12	Acquisition of land (folio# 3022030780020 & 3022030780030)	Agency	0.00			
1.2.13	HOME SET UP FORM COMPLETION	IDIS Specialist	0.00			if applicable
1.2.14	Create IDIS number	IDIS Specialist	0.00			
1.2.15	progress report	agency				

Housing Tasks sample

ID	Task Name	Required Resource	Enter in the % of Task Completed (as of today)	Enter in the Start Date of Task	Calculated End Date of Task	Notes:
	<b>Milestone Review</b>					
1.3	Pre- Bid Phase		0.00			
1.3.1	RFP package for General Contractor (GC)	Agency	0.00			
1.3.2	review GC bid package by Project Manager	Project Manager	0.00			
1.3.3	review GC bid package by PHCD's Compliance Unit	Compliance Unit	0.00			
1.3.4	Bid/RFP opening	Agency	0.00			
1.3.5	Selection/Award	Agency	0.00			
	<b>Milestone Review</b>					
1.4	Submit GC contract for DHCD Review		0.00			
1.4.1	executed GC contract	Agency	0.00			
1.4.2	Specification for services being provided	Agency	0.00			Specs must include accessibility requirements. 5% of the dwelling units to be accessible for persons with mobility disabilities. In accordance with the Uniform Federal Accessibility Standards (UFAS). 2% of the dwelling units must be accessible for persons with hearing or visual disabilities. Section 504: Disability Rights In HUD Programs.
1.4.3	Review GC contract by Project Manager	Agency	0.00			
1.4.4	Review GC contract by Professional Services Section	Agency	0.00			
1.4.5	Give agency written approval for subcontract	Project Manager	0.00			
1.4.6	Check debarment list	Agency / Project Manager	0.00			
1.4.7	Notice to Bidders/Prospective Contractor	Agency	0.00			
1.4.8	Statement of Bidder's Construction experience	Agency	0.00			
1.4.9	Certification receipt	Agency	0.00			
1.4.10	Insurance Requirements	Agency	0.00			
1.4.11	affirmation action standard (24 CFR 92.351)	Agency	0.00			
1.4.12	Certification of Compliance with Part 60-2 Affirmative Action Program	Agency	0.00			
1.4.13	Certification Regarding Drug Free Workplace	Agency	0.00			
1.4.14	Assurance of Companies	Agency	0.00			
1.4.15	Section 3 Requirements (GC must meet Section 3 Requirements)	Agency	0.00			
1.4.16	Section 3 Clause	Agency	0.00			
1.4.17	Payment and Performance Bond	Agency	0.00			

Housing Tasks sample

ID	Task Name	Required Resource	Enter in the % Completed (as of today)	Enter in the Start Date of Task	Calculated End Date of Task	Notes:
	<b>Milestone Review</b>					
1.5	<b>Construction Phase</b>		0.00			
1.5.1	pre-construction conference	Agency	0.00			
1.5.2	notice to proceed	Agency	0.00			
1.5.3	obtain permits	Agency	0.00			
1.5.4	mobilization	Agency	0.00			
1.5.5	start construction for -----units of which ---- will be HOME set aside units . ---- @ 50% AMI, ---- @ 80% AMI	Agency	0.00			
	property clean up, footers, excavation, fencing, trailer Installation					
	footers dug, foundation formed and slab poured, and footing inspection approved					
	structure is finish including entire shell of building with approved inspection, all beams and trusses in place					
	rough plumbing installed					
	block work finished					
	windows installed, framing finished, rough electrical performed roof is finished, drywall is completed, air conditioning duct installed, fire sprinkler system installed					
	all doors installed, stucco completed, drywall hung, taped and finished, interior doors hung					
	interior flooring installed, all kitchen cabinets installed, bathroom appliance and accessories installed, water heater installed, air handler units and compressor installed, emergency generator installed, main a/c units installed					
	electrical work completed, plumbing work completed, baseboard installed, interiors painted, building exterior painted, fire sprinkler system finished					
1.5.7	all interiors and common areas completed, all flooring installed, all parking lots and garage finished, driveways and sidewalks completed, landscape in progress					
1.5.8						
1.5.9	<b>Participant Eligibility Phase</b>		0.00			
	determine that each participant is income eligible by determining the family's annual income.	Agency	0.00			
1.6.2	Examine the source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) for the family	Agency	0.00			
1.6.3	owner/developer must submit written tenant selection criteria	Agency	0.00			

Housing Tasks sample

ID	Task Name	Required Resource	Enter in the % of Task Completed (as of today)	Enter in the Start Date of Task	Calculated End Date of Task	Notes:
1.6.4	Written agreement with the homebuyer specify that buyers must use the HOME assisted as a principal resident throughout the affordability period	Agency	0.00			
1.6.5	Written agreement specify remedies or actions if principal resident is not met	Agency	0.00			
	<b>Milestone Review</b>					
1.7	<b>Completion Phase</b>		0.00			
1.7.1	submit final progress report	Agency	0.00			
1.7.2	submit payment with final release of liens	Agency	0.00			
1.7.3	final walk thru	All	0.00			
1.7.4	Certificate of completion	Agency	0.00			
1.7.5	project completion form	Agency	0.00			
1.7.6	construction close out	All	0.00			
1.7.7	report accomplishment in IDIS	PHCD's compliance unit	0.00			
1.7.8	submit project close letter to agency	PHCD's compliance unit	0.00			
	<b>Milestone Review</b>					
	Inspection of set aside units	PHCD Inspector	0.00			
	Inspection of set aside units	PHCD Inspector	0.00			
	Inspection of set aside units	PHCD Inspector	0.00			
	Inspection of set aside units	PHCD Inspector	0.00			
	Inspection of set aside units	PHCD Inspector	0.00			
<b>Overall Project Percent Complete</b>			<b>0.00</b>			



public service Sample

Public Service (This is sample work plan; therefore, you must revise to include additional tasks and delete tasks that are not applicable)					
D	Task Name	Required Resource	Enter in the % of Task Completed (as of today)	Enter in the Start Date of Task	Calculated End Date of Task
	Contract Development Phase		0.00		
1.1.1	submit requirement documents with Environmental Review (ER) form (see attachment D in the Contract)	Agency	0.00		
1.1.2	environmental review process	Environmental Specialist	0.00		
1.1.3	submittal of scope and budget	Agency	0.00		
1.1.4	scope and budget review by Public Housing and Community Development (PHCD) Project Manager (PM)	Project Manager	0.00		
1.1.5	review eligibility of activity	Planner, IDIS Specialist, Project Manager	0.00		Information used from Consolidated Plan
1.1.6	meet with stake holders	All	0.00		
1.1.7	prepare and assemble CDBG contract with Attachments A to H	Project Manager	0.00		
1.1.8	submit CDBG contract for agency signature to execute	Project Manager	0.00		
1.1.9	return signed CDBG contract to PHCD for final processing	Agency	0.00		
1.1.10	submit CDBG contract to Miami-Dade County Mayor's Office	PM Supervisor and PM Manager	0.00		
1.1.11	receive and distribute executed CDBG Contract	Project Manager	0.00		
1.2	Milestone Review				
1.2.1	publicize program	Agency	0.00		
1.2.2	submit copy of publications to PHCD	Agency	0.00		
1.2.5	Identify potential recipients - name, addresses, telephone number & income	Agency	0.00		
1.3	Milestone Review				
1.3.1	Programmatic Phase		0.00		
1.3.1	Environmental clearance letter	Environmental Specialist	0.00		
1.3.2	submit Insurance certificate to PHCD - Attachment B1 of contract	Agency	0.00		
1.3.3	submit Insurance to Miami-Dade Risk Management for approval	Project Manager	0.00		
1.3.4	submit payments request to PHCD- monthly basis	Agency	0.00		

ID	Task Name	Required Resource	Enter in the % of Task Completed as of today	Enter in the Start Date of Task	Calculated End Date of Task	Notes:
1.3.5	submit quarterly progress report (Due no later than 10 days after the end of the quarter)	Agency	0.00			
1.3.6	submit procurement policies to PHCD	Agency	0.00			
1.3.7	review and approve procurement policies	Project Manager	0.00			
1.3.8	submit accounting policies to PHCD	Agency	0.00			
1.3.9	review and approve accounting policies	Project Manager	0.00			
1.3.10	provide a complete inventory of all capital equipment to PHCD - \$700 or more	Agency	0.00			
1.3.11	submit inventory list to Miami Dade GSA	Project Manager	0.00			
1.3.12	submit copy of prior year audit report	Agency	0.00			
1.3.13	provide copy of program income tracking - report income immediately	Agency	0.00			
1.3.14	review and approve program income	Project Manager	0.00			
	submit copy of client in-take form to PHCD for approval					
1.3.15	<i>Milestone Review</i>					
1.3.16	Participant Eligibility Phase					
1.3.17	determine that each participant is income eligible by determining the family's annual income.					
	Examine the source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) for the family					
1.3.18	<i>Milestone Review</i>					
1.3.19	<i>Close Out Phase</i>		9	0.00		
1.5.1	submit final progress report	Agency	0.00			
1.5.2	submit final payment	Agency	0.00			
1.5.3	submit LMI information to PHCD's Compliance Unit	Project Manager	0.00			
1.5.4	review LMI information	Compliance Unit	0.00			
1.5.5	print out copy of Finance balance	Project Manager	0.00			
1.5.6	report accomplishment in IDIS	IDIS Specialist	0.00			
	<i>Milestone Review</i>					

Public Facilities and Infrastructure Improvements - sample. This is sample work plan therefore you must revise to include additional tasks and delete tasks that are not applicable						
ID	Task Name	Required Resource	Enter in the % of Task Completed (as of today)	Enter in the Start Date of Task	Calculated End Date of Task	Notes:
1	Contract Development Phase		0.00			
1.1.1	submit required Environmental Review (ER) form (see attachment D in the Contract)	Agency	0.00			
1.1.2	environmental review process	Environmental Specialist	0.00			
1.1.3	submittal of scope and budget	Agency	0.00			
1.1.4	scope and budget review by Public Housing and Community Development (PHCD) Project Manager (PM)	Project Manager	0.00			
1.1.5	prepare and assemble contract with Attachments A to H (24 cfr 92.504)	Project Manager	0.00			
1.1.6	submit contract for agency signature to execute	Project Manager	0.00			
1.1.7	return signed contract to PHCD for final processing	Agency	0.00			
1.1.8	submit HOME contract to Miami-Dade Mayor's Office	PM Supervisor and PM Manager	0.00			
1.1.9	receive and distribute executed PHCD Contract	Project Manager	0.00			
	Milestone Review					
1.2	Plan Development Phase		0.00			
1.2.1	request loan closing check list	Agency	0.00			
1.2.2	submit sources and uses statement	Agency	0.00			
1.2.3	submit required insurance certificate	Agency	0.00			
1.2.4	submit insurance document to Miami-Dade GSA	Project Manager	0.00			
1.2.6	pro forma	Agency	0.00			
1.2.7	Environment clearance letter	Environmental Specialist	0.00			
1.2.8	complete loan closing binder	Agency	0.00			
1.2.9	review loan closing binder	DHCD's Loan Division	0.00			
1.2.10	underwriting review	DHCD's Loan Division	0.00			
1.2.11	close loan - sign Rental Regulatory Agreement	DHCD's Loan Division & Agency	0.00			
1.2.12	Acquisition of land (folio# 3022030780020 & 3022030780030)	Agency	0.00			If Applicable
1.2.13	HOME SET UP FORM COMPLETION	IDIS Specialist	0.00			If Applicable
1.2.14	Create IDIS number	IDIS Specialist	0.00			

ID	Task Name	Required Resource	Enter in the Task Completed (as of today)	Enter in the Task Start Date of Task	Calculated End Date of Task	Notes:
1.2.15	progress report	agency				
	<b>Milestone Review</b>					
1.3.1	RFP package for General Contractor (GC)	Agency	0.00			
1.3.2	review GC bid package by Project Manager	Project Manager	0.00			
1.3.3	review GC bid package by PHCD's Compliance Unit	Compliance Unit	0.00			
1.3.4	Bid/RFP opening	Agency	0.00			
1.3.5	Selection/Award	Agency	0.00			
	<b>Milestone Review</b>					
1.4.1	executed GC contract	Agency	0.00			
1.4.2	Specification for services being provided	Agency	0.00			Specs must include accessibility requirements. 5% of the dwelling units to be accessible for persons with mobility disabilities. In accordance with the Uniform Federal Accessibility Standards (UFAS). 2% of the dwelling units must be accessible for persons with hearing or visual disabilities. Section 504: Disability Rights in HUD Programs.
1.4.3	Review GC contract by Project Manager	Agency	0.00			
1.4.4	Review GC contract by Professional Services Section	Agency	0.00			
1.4.5	Give agency written approval for subcontract	Project Manager	0.00			
1.4.6	Check debarment list	Agency / Project Manager	0.00			
1.4.7	Notice to Bidders/Prospective Contractor	Agency	0.00			
1.4.8	Statement of Bidder's Construction experience	Agency	0.00			
1.4.9	Certification receipt	Agency	0.00			
1.4.10	Insurance Requirements	Agency	0.00			
1.4.11	affirmation action standard (24 CFR 92.351)	Agency	0.00			
1.4.12	Certification of Compliance with Part 60-2 Affirmative Action Program	Agency	0.00			
1.4.13	Certification Regarding Drug Free Workplace	Agency	0.00			
1.4.14	Assurance of Companies	Agency	0.00			



ID	Task Name	Required Resource	Enter in the of Task Completed (as of today)	Enter in the State Date of Task	Calculated End Date of Task	Notes:
1.4.15	Section 3 Requirements (GC must meet Section 3 Requirements).	Agency	0.00			
1.4.16	Section 3 Clause	Agency	0.00			
1.4.17	Payment and Performance Bond	Agency	0.00			
	<b>Milestone Review</b>					
1.5.1	Construction Phase		0.00			
1.5.1.1	pre-construction conference	Agency	0.00			
1.5.2	notice to proceed	Agency	0.00			
1.5.3	obtain permits	Agency	0.00			
1.5.4						
1.5.5	<b>PUBLIC FACILITY IMPROVEMENT ONLY</b>					
1.5.6	property clean up, footers, excavation, fencing, trailer installation					
1.5.7	footers dug, foundation formed and slab poured, and footing inspection approved					
1.5.8	structure is finish including entire shell of building with approved inspection, all beams and trusses in place					
1.5.9	rough plumbing installed					
1.5.10	block work finished					
1.5.11	windows installed, framing finished, rough electrical performed					
1.5.12	roof is finished, drywall is completed, air conditioning duct installed, fire sprinkler system installed					
1.5.13	all doors installed, stucco completed, drywall hung, taped and finished, interior doors hung					
	interior flooring installed, all kitchen cabinets installed, bathroom appliance and accessories installed, water heater installed, air handler units and compressor installed, emergency generator installed, main a/c units installed					
1.5.14						

ID	Task Name	Required Resource	Enter in the Completed (as of today)	Enter in the Start Date of Task	Calculated End Date of Task	Notes:
	electrical work completed, plumbing work completed, baseboard installed, interiors painted, building exterior painted, fire sprinkler system finished					
1.5.15	all interiors and common areas completed, all flooring installed, all parking lots and garage finished, driveways and sidewalks completed, landscape in progress					
1.5.16						
1.5.17						
1.5.18	INFRASTRUCTURE IMPROVEMENTS ONLY					
1.5.19	Mobilization					
1.5.20	maintenance of traffic					
1.5.21	submit payment request					
1.5.22	Demolition					
1.5.23	clearing & grade swale areas					
1.5.24	remove asphalt pavement					
1.5.25	remove concrete sidewalk					
1.5.26	remove existing curb and gutter					
1.5.27	relocate or adjust existing street sign					
1.5.28	removal of disposal of existing drainage structure					
1.5.29	removal & disposal of soaking pit & drainage pipe					
1.5.30	submit payment request					
1.5.31	Davis-Bacon Compliance					

ID	Task Name	Required Resource	Enter in the % of Task Completed (as of today)	Enter in the Start Date of Task	Enter in the Calculated End Date of Task	Notes:
1.5.32	Installation of Pump					
1.5.33	Install pump					
1.5.34	Installation of Injectin Wells					
1.5.35	Install Injection wells					
1.5.36	Drainage					
1.5.37	curb Inlet					
1.5.38	valley gutter inlet					
1.5.39	pipes					
1.5.40	submit payment request					
1.5.41	Davis-Bacon Compliance					
1.5.42	Paving					
1.5.43	construct asphaltic concrete pavement					
1.5.44	Parking area					
1.5.45	construct concrete sidewalk					
1.5.46	Install valley gutter					
1.5.47	construct concrete curb					
1.5.48	construct concrete ramp w/ detectable warning					
1.5.49	roadway reconstruction-include base and subbase material					
1.5.50	submit payment request					

ID	Task Name	Required Resource	Enter in the % of Task Completed as of today	Enter in the Start Date of Task	Calculated End Date of Task	Notes:
1.5.51	Davis-Bacon Compliance					
1.5.52	Striping and Signs					
1.5.53	pavement markers					
1.5.54	reflective pavement markers					
1.5.55	new ADA a& pedestrian signs					
1.5.56	submit payment request					
1.5.57	Davis-Bacon Compliance					
1.5.58	Landscape					
1.5.59	sod					
1.6	Participant Eligibility Phase		0.00			
1.6.1	determine that each participant is income eligible by determining the family's annual income.	Agency	0.00			If applicable
	Examine the source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) for the family	Agency	0.00			If applicable
1.6.2		Agency	0.00			If applicable
1.6.3	Census Tract and Block Group Information					
	Milestone Review					
1.7	Completion Phase		0.00			
1.7.1	submit final progress report	Agency	0.00			
1.7.2	submit payment with final release of liens	Agency	0.00			
1.7.3	final walk thru	All	0.00			
1.7.4	Certificate of completion	Agency	0.00			
1.7.5	project completion form	Agency	0.00			
1.7.6	construction close out	All	0.00			
1.7.7	report accomplishment in IDIS	PHCD's compliance unit	0.00			
1.7.8	submit project close letter to agency	PHCD's compliance unit	0.00			





Attachment# 33

HUD Income Limits



## FY 2017 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

### FY 2017 Income Limits Summary

FY 2017 Income Limit Area	Median Income Explanation	FY 2017 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Miami-Dade County	\$51,800	Very Low (50%) Income Limits (\$) Explanation	26,450	30,200	34,000	<b>37,750</b>	40,800	43,800	46,850	49,850
		Extremely Low Income Limits (\$) * Explanation	15,900	18,150	20,420	<b>24,600</b>	28,780	32,960	37,140	41,320
		Low (80%) Income Limits (\$) Explanation	42,300	48,350	54,400	<b>60,400</b>	65,250	70,100	74,900	79,750

**Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.**

\* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2017 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2017 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

[FY2016 Median Family Income and Income Limits for Miami-Dade County](#)

Select a different county or county equivalent in  
Florida:

Liberty County ▲  
Madison County  
Manatee County  
Marion County  
Martin County  
Miami-Dade County ▼

Select county or county equivalent

Select any FY2017 HUD Metropolitan FMR Area's  
Income Limits:

Miami-Miami Beach-Kendall, FL HUD Metro FMR Area ▼

Select HMFA Income Limits Area

Or press below to start over and select a different  
state:

Select a new state

Update URL For bookmarking or E-Mailing

Prepared by the Economic and Market Analysis Division, HUD.



# FY 2017 MEDIAN FAMILY INCOME DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

## Median Family Income Calculation Methodology

**Estimates of median family income for metropolitan and non-metropolitan areas are developed as follows:**

1. The U.S. Census Bureau's 2010-2014 ACS median family income estimates are used as a basis for calculating HUD's FY2017 MFIs. In areas where the margin of error is more than half of the 2014 5-year ACS itself, the state non-metro estimate of median family income is used.
2. If there is a valid 2017 1-year ACS estimate of median family income available, HUD replaces the 5-year data with the 1-year data. A valid 1-year 2014 5-year ACS estimate is one where the margin of error of the estimate is less than one-half of the estimate.
3. Once the appropriate 2014 ACS data has been selected, an inflation factor based on the CBO forecast of the national CPI is calculated to inflate the estimate from mid-2014 to April, 2017 (or mid FY2017).

The **Miami-Miami Beach-Kendall, FL HUD Metro FMR Area**, has published local area 1-year 2014 ACS Survey results.

## MFI Step by Step Calculation

1. The following are the 2014 American Community Survey 5-year median income estimate and margin of error for **Miami-Miami Beach-Kendall, FL HUD Metro FMR Area**:

Area	ACS <sub>2014</sub> 5-Year Median Income	ACS <sub>2014</sub> 5-Year Margin of Error	Ratio	Result
<b>Miami-Miami Beach-Kendall, FL HUD Metro FMR Area</b>	\$49,391	\$504	\$504 / \$49,391 = 0.01	0.01 < .5  <b>Use ACS<sub>2014</sub> Miami-Miami Beach-Kendall, FL</b>



**HUD Metro FMR Area  
Median Income**

2. Since there is a 1-year 2014 ACS estimate available, the margin of error of the estimate is checked to determine if it is less than one-half of the 1-year 2014 ACS:

Area	ACS <sub>2014</sub> 1-Year Median Income	ACS <sub>2014</sub> 1-Year Margin of Error	Ratio	Result
Miami-Miami Beach-Kendall, FL HUD Metro FMR Area	\$50,187	\$1,062	$\frac{\$1,062}{\$50,187} = 0.021$	0.021 < .5  Update to ACS <sub>2014</sub> 1- Year Median Income

3. The calculation of the CPI Inflation Factor is as follows:

Area	FY2017 CPI	2014 Annual CPI	CPI Inflation Factor
Miami-Miami Beach-Kendall, FL HUD Metro FMR Area	244.2	236.736	$\frac{244.2}{236.736} = 1.03153$

4. The FY 2017 median family income is estimated as follows:

Area	ACS <sub>2014</sub> 5-Year Estimate	CPI Inflation Factor	FY 2017 Area MFI Estimate
Miami-Miami Beach-Kendall, FL HUD Metro FMR Area	\$50,187	1.03153	$(\$50,187 * 1.03153) = \$51,769$

5. In keeping with HUD policy, the median family income estimate is rounded to the nearest \$100:

Area	Unrounded FY 2017 MFI Estimate	Rounded FY 2017 MFI Estimate
Miami-Miami Beach-Kendall, FL HUD	\$51,769	\$51,800

Metro FMR Area
<p>Press below to select a different state:</p> <p>Select a new state</p> <p>Or select a FY 2017 HUD Metropolitan FMR Area's Median Family Income:</p> <p>Miami-Miami Beach-Kendall, FL HUD Metro FMR Area ▼</p> <p>Select Area</p>
<p>Update URL for bookmarking or E-mailing</p>
<p>Technical Problems or questions? <a href="#">Contact Us.</a></p>

# **Attachment # 43**

## **List of Entitlement Jurisdictions and Participating Municipalities**

## **List of Miami-Dade County Entitlement Jurisdictions and Participating Municipalities**

### **Entitlement Jurisdictions**

City of North Miami	City of Miami Beach
City of Homestead	Florida City
City of Miami	City of Miami Gardens
City of Hialeah	

### **Participating Municipalities**

City of Sweetwater	City of Opa-Locka
City of Hialeah Gardens	Village of El Portal
City of North Miami Beach	City of South Miami

# **Attachment # 44**

## **Resolution No. R-630-13 Due Diligence Checklist, and Affidavit**



## MEMORANDUM

Amended  
Agenda Item No. 11(A)(1)

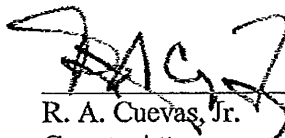
**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** July 16, 2013

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

**SUBJECT:** Resolution requiring a detailed project budget, sources and uses statement, certifications as to past defaults on agreements with non-county funding sources, and due diligence check prior to the County Mayor recommending a commitment of County funds to social services, economic development, community development, and affordable housing agencies and providers  
Resolution No. R-630-13

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Vice Chair Lynda Bell and Co-Sponsors Commissioner Esteban L. Bovo, Jr., Commissioner Sally A. Heyman and Chairwoman Rebeca Sosa.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/smm



# MEMORANDUM

(Revised)

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

**DATE:** July 16, 2013

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

**SUBJECT:** Amended  
Agenda Item No. 11(A)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Amended  
Agenda Item No. 11(A)(1)  
7-16-13

RESOLUTION NO. R-630-13

RESOLUTION REQUIRING A DETAILED PROJECT BUDGET, SOURCES AND USES STATEMENT, CERTIFICATIONS AS TO PAST DEFAULTS ON AGREEMENTS WITH NON-COUNTY FUNDING SOURCES, AND DUE DILIGENCE CHECK PRIOR TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE RECOMMENDING A COMMITMENT OF COUNTY FUNDS TO SOCIAL SERVICES, ECONOMIC DEVELOPMENT, COMMUNITY DEVELOPMENT, AND AFFORDABLE HOUSING AGENCIES AND PROVIDERS; REQUIRING CERTAIN TERMS TO BE INCLUDED IN CONTRACTS

**WHEREAS**, Miami-Dade County provides funding from state, local and federal sources for the provision of economic development, community development, and affordable housing activities as well as social services throughout the County, which include but are not limited to general revenue funds, local Documentary Surtax funds, State Housing Initiative Partnership funds, Home Investment Partnerships funds, Emergency Services Grant funds, and Community Development Block Grant funds, and funds awarded through the County's Community-Based Organization ("CBO") funding process (hereinafter together referred to as "Housing and Community Development Funds"); and

**WHEREAS**, the County's need is great but its resources are limited, making the efficient and transparent use of these Housing and Community Development Funds imperative; and

**WHEREAS**, this Board desires to ensure that for-profit and non-profit agencies which receive Housing and Community Development Funds ("Agency" or "Agencies") are ready to proceed with the project, are limiting the amount spent on administrative costs, are properly leveraging the Housing and Community Development Funds with other available funds, and are using Housing and Community Development Funds to provide much-needed services to the County's residents; and

WHEREAS, past instances of poor performance and lack of accountability on the part of agencies receiving Housing and Community Development Funds have caused the Board to institute reform and tighten County procedures; and

WHEREAS, this Board desires to ensure that the County Mayor or County Mayor's designee includes certain protections for the County in contracts negotiated and executed between the County and the Agencies,

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

Section 1. The Board directs the County Mayor or County Mayor's designee, prior to making a recommendation for funding, awarding, entering into a contract for, or otherwise issuing any form of commitment of Housing and Community Development Funds, require that Agencies submit to the County Mayor or County Mayor's designee: (A) an affidavit certifying that, within the past five (5) years, neither the Agency nor its directors, partners, principals, members or board members (i) have been sued by a funding source for breach of contract or failure to perform obligations under a contract; (ii) have been cited by a funding source for non-compliance or default under a contract; or (iii) have been a defendant in a lawsuit based upon a contract with a funding source; and (B) a detailed project budget and Sources and Uses Statement which shall be sufficiently detailed to show (i) the total project cost; (ii) the amount of funds to be used for administrative and overhead costs; (iii) whether the Housing and Community Development Funds will be "gap" funds, meaning that they would be the last remaining funds needed to ensure funding for the total project cost; (iv) any profit to be made by the person or agency; and (v) amount of funds devoted toward the provision of the desired services or activities. The County Mayor or County Mayor's designee is directed to create a form of the affidavit described above in subsection (A), which shall include a section for the Agency

to explain any matters which prohibit the Agency from making the certifications required and a section to explain if and how any of the matters disclosed are being resolved.

Section 2. Prior to the County Mayor or County Mayor's designee making a recommendation for funding, entering into a contract for, or otherwise issuing any form of commitment of Housing and Community Development Funds to any person or entity, the County Mayor or County Mayor's designee shall engage in a due diligence effort which includes checking all sources listed on Exhibit 1, attached hereto, and ensuring that the Agency is not in non-compliance on other contracts involving Housing and Community Development Funds, including but not limited to inquiring of other County departments, including inquiring of other County departments.

Section 3. The County Mayor or County Mayor's designee is directed to incorporate the policies espoused in Sections 1 and 2, above, into its competitive and non-competitive processes for selecting persons or agencies to receive Housing and Community Development Funds, including but not limited to the annual Request for Application (RFA) process administered by the Public Housing and Community Development Department, or its successor department, and the annual Community-Based Organization funding process. The Mayor or Mayor's designee is not required by this resolution to recommend against funding or contracting with any Agency based upon the matters disclosed in the affidavit described in Section 1(A), above. Rather, the County Mayor or County Mayor's designee is directed to include with any recommendation for funding or award of any contract for Housing and Community Development Funds a description of the due diligence investigation performed in a section of the justification memorandum called "Due Diligence" and to report to the Board any instance where the research conducted pursuant to Sections 1 and 2, herein, revealed information which affected, either positively or negatively, the County Mayor or County Mayor's designee's decision to



recommend a particular agency for funding or which may adversely affect the Board's decision to approve said recommendations.

Section 4. The County Mayor or County Mayor's designee is directed to include a provision in contracts negotiated and executed between the County and Agencies receiving Housing and Community Development Funds to permit the County Mayor or County Mayor's designee to make unannounced, on-site visits during normal working hours to the Agency's headquarters and/or any location or site where the services contracted for are performed.

Section 5. This resolution is intended to apply only to contracts or recommendations by the County Mayor or County Mayor's designee which are submitted to the Board after the adoption date of this resolution.

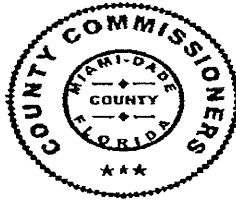
The Prime Sponsor of the foregoing resolution is Vice Chair Lynda Bell and the Co-Sponsors are Commissioner Esteban L. Bovo, Jr., Commissioner Sally A. Heyman and Chairwoman Rebeca Sosa. It was offered by Commissioner **Lynda Bell**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

	Rebeca Sosa, Chairwoman	aye	
	Lynda Bell, Vice Chair	aye	
Bruno A. Barreiro	aye	Esteban L. Bovo, Jr.	aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	absent
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	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 16<sup>th</sup> day of July, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK



By: **Christopher Agrippa**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Brenda Kuhns Neuman

**Exhibit 1**  
**Due Diligence Checklist**

Miami-Dade County Office of Inspector General searchable website  
Vendor Registration documents, affidavits, and applicable licenses (ADPICS, BTS, and the Florida Department of Business and Professional Regulation  
(<http://www.myfloridalicense.com/dbpr/>)  
Insurance, and/or bonds, as applicable  
SBD Violations Report (<http://www.miamidade.gov/sba/reports-history-of-violations.asp>)  
Florida Convicted Vendor List  
([http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list))  
Contractor Debarment Report (<http://www.miamidade.gov/sba/reports-debarment.asp>)  
Delinquent Contractors ([http://wasiap.miamidade.gov/ARI/menu\\_1\\_0.do](http://wasiap.miamidade.gov/ARI/menu_1_0.do))  
Goal Deficit Make-Up Report (<http://www.miamidade.gov/sba/reports-goal-deficit.asp>)  
Suspended Contractors (<http://egvsys.metro-dade.com:1608/wwwserv/ggvt/bnzawbcc.dia>)  
Florida Suspended Contractors  
([http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/suspended\\_vendor\\_list](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/suspended_vendor_list))  
Federal Excluded Parties List System (<https://www.epls.gov/>)  
Sudan-Iran Affidavit (<http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X7I3-E%3D&tabid=751&mid=2409>)  
State of Florida Corporations (Sun Biz) (<http://www.sunbiz.org/search.html>) (or State of Corporate Registration)  
Capital Improvements Information System (CIIS) database, if applicable  
([http://intra.miamidade.gov/CIIS/CIIS\\_Menu\\_Main.asp](http://intra.miamidade.gov/CIIS/CIIS_Menu_Main.asp)) (*Construction only*)  
A&E Technical Certification Report (<http://www.miamidade.gov/procurement/technical-certification.asp>) (*Design and Professional Services only*)  
Pre-Qualification Report (<http://www.miamidade.gov/procurement/pre-qualification-certification.asp>)  
(*Design and Professional Services only*)  
Web search for compliance and performance record (including Better Business Bureau and other jurisdictions)  
Reference checks for contracts similar in scope (including County departments, other agencies, and companies/firms). *If a contractor has performance or compliance issues on another contract, the scope of that contract must be compared with the subject contract.*  
Tax returns, Financial Statements (Audited), Pro Forma statements, and other financial documents/statements  
Local public records search (including the Miami-Dade Clerk of Courts <http://www2.miamidadeclerk.com/public-records/>)  
Dunn & Bradstreet financial reports\*  
Public Access to Court Electronic Records (PACER) litigation reports\*

\* These are subscription-based services. Please contact Procurement Management Services if a project warrants access to these services.



## AFFIDAVIT

Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Pursuant to Miami-Dade County Resolution No. R-630-13, the undersigned certifies, to the best of his or her knowledge and belief, that:

1. Within the past five (5) years, neither the Agency nor its directors, partners, principals, members or board members:
  - (i) have been sued by a funding source for breach of contract or failure to perform obligations under a contract;
  - (ii) have been cited by a funding source for non-compliance or default under a contract;
  - (iii) have been a defendant in a lawsuit based upon a contract with a funding source.

Please list any matters which prohibit the Agency from making the certifications required and explain how the matters are being resolved (use separate sheet if necessary):

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This is certified by my signature:

_____	_____	_____
Applicant's Signature	Print Applicant's Name	Date

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_. He/she is personally known to me or has presented \_\_\_\_\_  
\_\_\_\_\_ as identification number: \_\_\_\_\_

(Print or Stamp of Notary):

Expiration Date: \_\_\_\_\_

Notary Seal:

Notary Public – State of \_\_\_\_\_

# **Attachment # 45**

## **Resolution No. R-697-13 Requiring Secured Loan on Community Development Funds in Excess of \$25,000**



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

## MEMORANDUM

Agenda Item No. 11(A)(1)

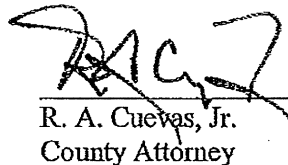
**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** September 4, 2013

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

**SUBJECT:** Resolution establishing a policy  
that any allocations of Housing  
and Community Development  
funds and Building Better  
Communities General Obligation  
Bond Program funds for the  
purpose of acquiring or  
improving real property or for  
paying off secured debts on real  
property in excess of \$25,000.00  
shall be in the form of a secured  
loan or grant with restriction on  
future use of the property  
Resolution No. R-697-13

The accompanying resolution was prepared and placed on the agenda at the request of Prime  
Sponsor Vice Chair Lynda Bell.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/smm




# MEMORANDUM

(Revised)

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

**DATE:** September 4, 2013

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

**SUBJECT:** Agenda Item No. 11(A)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 11(A)(1)  
9-4-13

RESOLUTION NO. R-697-13

RESOLUTION ESTABLISHING A POLICY THAT ANY ALLOCATIONS OF HOUSING AND COMMUNITY DEVELOPMENT FUNDS AND BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM FUNDS FOR THE PURPOSE OF ACQUIRING OR IMPROVING REAL PROPERTY OR FOR PAYING OFF SECURED DEBTS ON REAL PROPERTY IN EXCESS OF \$25,000.00 SHALL BE IN THE FORM OF A SECURED LOAN OR GRANT WITH RESTRICTION ON FUTURE USE OF THE PROPERTY; AND DIRECTING THE MAYOR OR MAYOR'S DESIGNEE TO INCORPORATE THIS POLICY INTO SELECTION PROCESSES AND CONTRACTS FOR HOUSING AND COMMUNITY DEVELOPMENT FUNDS AND BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM FUNDS

WHEREAS, Miami-Dade County provides funding from state, local and federal sources for the provision of economic development, community development, and affordable housing activities throughout the County, which include but are not limited to local Documentary Surtax funds, State Housing Initiative Partnership funds, Home Investment Partnerships funds, Emergency Services Grant funds, and Community Development Block Grant funds (hereinafter "Housing and Community Development Funds") and Building Better Communities General Obligation Program ("the Bond Program") funds; and

WHEREAS, Housing and Community Development Funds and Bond Program funds are often granted to private for-profit and not-for-profit entities and governmental entities for the purpose of acquiring or improving real property or for paying off secured debts on real property; and

WHEREAS, the County's need is great but its resources are limited; and

WHEREAS, the Board desires to protect the County's limited Housing and Community Development Funds and Bond Program funds from fraud, misuse, or waste,

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

Section 1. The Board hereby establishes the policy that any allocations of Housing and Community Development Funds made to non-governmental entities for the purpose of acquiring or improving real property or for paying off debts secured by real property in excess of \$25,000 shall be in the form of a loan. These loans shall be secured by a mortgage or other security instrument which shall immediately be recorded in the public records of Miami-Dade County and may be forgivable and/or defer interest and payments so long as the obligations of the recipient are fully performed. Additionally, in the event that Housing and Community Development Funds will be allocated to a person or agency leasing real property for the purpose of improving the property, the owner of the property shall be requested to secure the loan by a mortgage or other security instrument on the subject property and upon agreement such mortgage or security interest shall immediately be recorded in the public records of Miami-Dade County. If the property owner does not agree to the securing of the loan by a mortgage or other security instrument on the subject property, the Mayor or Mayor's designee may secure the loan with a leasehold mortgage upon a determination that such a security is in the best interest of the County.

Section 2. Notwithstanding any provision of Section 1 above, in the event that a mortgage is deemed by the Mayor or Mayor's designee not to be in the best interest of the County due to prior encumbrances on the real property or other factors, the Mayor or Mayor's designee shall select an alternative form of security/collateral or restriction on the future use of the property in consultation with the County Attorney's Office. If the Mayor or Mayor's designee determines that it is not possible for the County to obtain a form of security/collateral or restriction on the future use of the property sufficient to protect the County's interest in the

Housing and Community Development Funds allocated toward a particular project, the Mayor or Mayor's designee shall submit a recommendation to the Board to either proceed with the allocation, which shall require a two-thirds (2/3) vote of the Board members present, or to rescind or otherwise modify the allocation.

Section 3. The Board hereby establishes the policy that any allocations of Bond Program Funds to a non-governmental entity for the purpose of acquiring real property, improving real property owned by the recipient, or paying off debts secured by real property in excess of \$25,000 shall be in the form of a grant, conditioned upon the execution and recordation of a restrictive covenant with a right of reverter or other restriction on the future use of the property in the public records of Miami-Dade County, and County approval of any further encumbrances of the real property.

Section 4. The Mayor or Mayor's designee is directed to incorporate the policy set forth in Sections 1 and 2, above, into the County's competitive and other processes for the selection of recipients of Housing and Community Development Funds and into contracts and agreements for Housing and Community Development Funds. The Mayor or Mayor's designee is directed to incorporate the policy set forth in Section 3 above into the County's competitive and other processes for the selection of recipients of Bond Program funds, if any, and into contracts and agreements for Bond Program funds.

Section 5. This resolution is intended to apply only to grant agreements for allocations of Bond Program Funds to a non-governmental entity for the purpose of acquiring real property, improving real property owned by the recipient, or paying off debts secured by real property in excess of \$25,000 that are entered into by the County after the effective date of this resolution, and recommendations by the Mayor or Mayor's designee for allocations of Housing and Community Development Funds for the purpose of acquiring or improving real property or



for paying off debts secured by real property in excess of \$25,000 which are submitted to the Board after the effective date of this resolution.

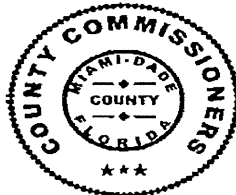
The Prime Sponsor of the foregoing resolution is Vice Chair Lynda Bell. It was offered by Commissioner **Lynda Bell**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4<sup>th</sup> day of September, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK



By: **Christopher Agrippa**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Brenda Kuhns Neuman

# **Attachment # 46**

## **Resolution No. R-596-12 Targeting CDBG Funds to NRSAs**

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



MEMORANDUM

Agenda Item No. 11(A)(16)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

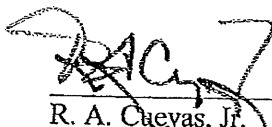
**DATE:** July 3, 2012

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

**SUBJECT:** Resolution directing the Mayor  
to target Community Development  
Block Grant Funds to Neighborhood  
Revitalization Strategy Areas and to  
revise the County's Community  
Development Block Grant  
Consolidated Plan and policy papers  
to require such targeting of funds

Resolution No. R-596-12

The accompanying resolution was prepared and placed on the agenda at the request of Co-Prime Sponsors Commissioner Jean Monestime and Commissioner Lynda Bell, and Co-Sponsor Commissioner Rebeca Sosa.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/cp

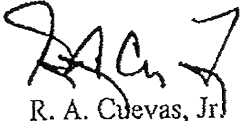


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** July 3, 2012

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

**SUBJECT:** Agenda Item No. 11(A)(16)

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 Manager'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. 11(A)(16)  
7-3-12

RESOLUTION NO. R-596-12

RESOLUTION DIRECTING THE MAYOR OR THE MAYOR'S  
DESIGNEE TO TARGET COMMUNITY DEVELOPMENT  
BLOCK GRANT FUNDS TO NEIGHBORHOOD  
REVITALIZATION STRATEGY AREAS AND TO REVISE  
THE COUNTY'S COMMUNITY DEVELOPMENT BLOCK  
GRANT CONSOLIDATED PLAN AND POLICY PAPERS TO  
REQUIRE SUCH TARGETING OF FUNDS

**WHEREAS**, the Community Development Block Grant program has as its primary objective the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

**WHEREAS**, the amount of Community Development Block Grant funds received by the County is based on its low and moderate income populations; and

**WHEREAS**, on January 5, 1995, the Federal Register, which is the official daily publication for rules, proposed rules and notices of Federal agencies and organizations, published the authorization for entitlement grantees to develop comprehensive approaches to address economic development needs in a designated neighborhood within their community. These areas are referred to as Neighborhood Revitalization Strategy Areas or NRSAs; and

**WHEREAS**, the focus of the strategy for NRSAs must be economic empowerment of the low- and moderate-income population of the NRSA; and

**WHEREAS**, Community Development Block Grant funds should be targeted to the NRSAs as areas determined by the County to have high need; and

**WHEREAS**, there are currently eight (8) areas designated as NRSAs within Miami-Dade County (the "County"); and



WHEREAS, NRSAs were established pursuant to the County's submission of its Consolidated Plan to HUD,

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

Section 1. Directs the Mayor or the Mayor's designee to target Community Development Block Grant funds to Neighborhood Revitalization Strategy Areas by doing the following with respect to the forty percent (40%) of Community Development Block Grant funds not allocated to County departments or the administration of the program: requiring a minimum of fifty percent (50%) of those Community Development Block Grant funds to be used for economic development. Economic development shall mean an activity or project that creates jobs and includes, but is not limited to, technical assistance, microenterprise activities, commercial rehabilitation, commercial façade improvement, and job training; requiring that any allocation to Parks, Public Works or other infrastructure projects go to Neighborhood Revitalization Strategy Areas and that Community Development Block Grant funds compose no more than fifty percent (50%) of the total project cost, except that Community Development Block Grant funds awarded to any infrastructure project that has been previously approved by the Neighborhood Revitalization Strategy Area Community Advisory Committee as part of that NRSA's Strategic Plan shall not be subject to this fifty percent (50%) limitation; any allocation of Community Development Block Grant funds allocated to infrastructure projects outside of the Neighborhood Revitalization Strategy Areas must be approved by a two-thirds (2/3) vote of the Board of County Commissioners and the allocation may not exceed twenty-five percent (25%) of the total project cost.

Section 2. The Mayor or the Mayor's Designee is further directed to include in the County's consolidated plan, policy paper, and other necessary documents or legislation language to effectuate the targeting of Community Development Block Grant funds to Neighborhood Revitalization Areas as directed herein.

Section 3. The requirements of this resolution shall apply to recaptured and re-allocated Community Development Block Grant funds as well as new allocations of Community Development Block Grant funds. Recaptured and reallocated Community Development Block Grant funds shall be allocated in the manner provided herein and shall be awarded to projects and activities which have been designated a priority.

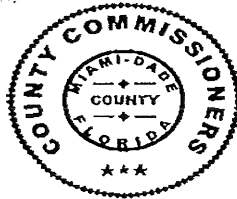
The Co-Prime Sponsors of the foregoing resolution are Commissioner Jean Monestime and Commissioner Lynda Bell, and Co-Sponsor Commissioner Rebeca Sosa. It was offered by Commissioner **Audrey Edmonson**, who moved its adoption. The motion was seconded by Commissioner **Lynda Bell** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of July, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK



By: ***Christopher Agrippa***  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "Shannon D. Summerset", is written over a horizontal line.

Shannon D. Summerset

# **Attachment # 47**

## **Environmental Review Form**



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

INFORMATION FOR ENVIRONMENTAL REVIEW FORM

INSTRUCTIONS: Per 24 CFR Part 58, the purpose of the environmental review procedures is to foster the implementation of environmentally compatible activities. As a grant or loan recipient, Miami-Dade County will not fund projects that will negatively impact clients, communities, or the environment.

Part I. AGENCY AND PROJECT DETAIL

1. Indicate Funding Source:

- |                                             |                               |                                  |
|---------------------------------------------|-------------------------------|----------------------------------|
| <input type="checkbox"/> CDBG               | <input type="checkbox"/> HOME | <input type="checkbox"/> HOPE VI |
| <input type="checkbox"/> HOMELESS (SRO/SHP) | <input type="checkbox"/> EDI  | <input type="checkbox"/> NSP     |

2. Indicate Fiscal Year: FY 20\_\_\_\_

3. Name of Subrecipient/Agency: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Name of Proposed Activity: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Location (Address with City, ST and Zip) of Activity or Project:


6. Site Folio Number(s):


7. Commission District(s): \_\_\_\_\_

8. Direct Contact information of loan/grant recipient:

Name:			
Address:			
City:	State:	Zip:	
Phone:	Fax:		

9. Detailed description of activity or project:




10. What is the purpose of the activity or project? For example, Public Service, Economic Development, Historic Preservation, Capital Improvement, Housing, etc.

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11. What is the status of activity or project? For example, Pre-Development Phase, Rehab/Construction Underway, Rehab/Construction Completed, etc.

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## Part II. PROJECT OUTCOME

Will the activity or project result in the following?

YES	NO	
		1. Change in use
		2. Sub-surface alteration (i.e. excavations)
		3. New construction
		4. Renovation or demolition
		5. Site improvements (utilities, sidewalk, landscaping, storm drainage, parking areas, drives, etc.)
		6. Building improvements (windows, doors, etc.)
		7. Displacement of persons, households or business
		8. Increase in population working or living on site
		9. Land acquisition
		10. Activity in 100-year floodplain
		11. A new nonresidential use generating at least 1,375,000 gallons of water or 687,500 gallons of sewage per day.
		12. Use requiring operating permit (i.e. for hazardous waste, pretreatment of sewage, etc.)
		13. A sanitary landfill or hazardous waste disposal site
		14. Tree removal or relocation
		15. Street improvements
		16. The impounding of more than 10 acre feet of water (e.g. digging a lake or diverting or deepening of a body of water).

## Part III. SITE SPECIFIC INFORMATION

### 1. Land Use:

Describe the existing and proposed land use:

- Existing?

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- Proposed?

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- 
- Does the site have any known contaminants?

☐ YES

☐ NO

- If there are known contaminants, has a Phase I audit been completed? If yes, a copy of Phase I Environmental Audit certified to Miami-Dade County must be submitted to determine the likely presence of either a release or threatened release of hazardous substance.

☐ YES

☐ NO

2. Site Plan:

Does the proposed activity include a new structure(s) or site improvements on a site of one (1) acre or more?

☐ YES

☐ NO

If yes, a site plan must be provided. Project(s) will not be environmentally reviewed without a site plan.

3. Photographs:

Does the activity include new construction, renovation or rehabilitation?

☐ YES

☐ NO

If yes, photographs must be provided of each side (front, rear and sides) of the structure(s) proposed for assistance and the buildings on the adjacent lots. The photographs shall be identified by address. In addition, provide for each existing structure on the site, the following information:

- Existing structure(s) on site? ☐ YES ☐ NO
- Estimated age of structure(s)? \_\_\_\_\_

4. Value of Improvements:

Does the proposed activity include rehabilitation or renovation of structure(s)?

☐ YES

☐ NO

If yes, what is the estimated cost of rehabilitation or renovation? \_\_\_\_\_

What is the amount sought for funding? \_\_\_\_\_

In addition, indicate if the estimated value of the improvement represents:

- ☐ 0 to 39.9 percent of the market value of the structure(s)
- ☐ 40 to 49.9 percent of the market value of the structure(s)
- ☐ 50 to 74.9 percent of the market value of the structure(s)

☐ 75 percent or more of the market value of the structure(s)

5. Phase I Environmental Audits:

Does the proposed activity involve the transfer of any property, new construction, major renovations of 75% or more of the structures' market value, or a securing of a loan for nonresidential parcel?

☐ YES ☐ NO

If yes, a copy of Phase I Environmental Audit certified to Miami-Dade County must be submitted to determine the likely presence of either a release or threatened release of hazardous substance.

An audit is a review of a site and adjacent properties and involves preparing a history of ownership, land use and zoning for the last 50 years; researching environmental records for information on hazardous waste sites, hazardous facilities, solid waste/landfill facilities and underground storage tanks (available through the Department of Permitting Environment and Regulatory Affairs (DPERA), Florida Department of Environmental Protection (FDEP) and U.S. Environmental Protection Agency (EPA)); and site inspection for physical evidence of contamination such as damaged vegetation or stains in the soil.

Has a Phase I been performed? ☐ YES ☐ NO

6. Environmental Health Information:

- If a residential site and the activity includes or involves rehabilitation, has it been inspected for defective paint surfaces?

☐ YES ☐ NO

If yes, please submit the results.

- Have any child under the age of six at the site been tested for elevated levels of lead in the body?

☐ YES ☐ NO

If yes, please submit the results.

7. Other Site Information:

	YES	NO
1. Flood insurance required?		
2. Public water available on site?		
3. Public sewer available on site?		
4. Children under 6 years of age residing on site or relocating to site (including day care facility)?		
5. Hazardous waste disposal facility?		
6. Storage of hazardous materials on site?		
7. Abandoned structure(s) on site?		

**Part IV. SUPPLEMENTAL REQUIRED DOCUMENTS**

Required Submittal Documents:

1. For **all projects**: **Submit** street/plat maps that depict location of property in the County and/or City with the location or lot clearly pointed out.

2. For **new construction** projects: **Submit** a scope of service, an itemized budget, and a site plan.
3. For **housing/building rehabilitation projects only**: **Submit** a scope of service, an itemized budget describing the major components of the rehabilitation program planned, and a photograph of the property.
4. For **historic properties**, include: **Submit** photographs of the property, and a description of any adjacent historic properties that may be affected by your activity.

#### Part V. CERTIFICATION

I certify to the accuracy of the information provided. I understand that all funded activities must have an approved environmental review clearance prior to the commencement of projects. I clearly understand that any omitted and/or incorrect information will delay the initiation of the environmental review process by the PHCD staff. As such, I am aware that omitted information could delay the commencement of my organization's project. I understand all approved environmental reviews are valid for one (1) year maximum.

_____ Print Name	_____ Signature	_____ Title
_____ Name of Organization or Corporation		_____ Date

Unless otherwise indicated, return completed form and attachments to:

Project Management Division  
Public Housing and Community Development  
701 NW 1<sup>st</sup> Court - 14<sup>th</sup> Floor  
Miami, Florida 33136

#### TYPES OF ACTIVITIES AND ENVIRONMENTAL GUIDELINES TRIGGERED:

Type of Activity	EXEMPT*	CENST**	CEST***	EA****
<b>Economic Development</b>				
New Construction				X
Rehab			X <sup>1</sup>	X <sup>2</sup>
Non-Construction/Expansion		X		
<b>Housing</b>				
Single Family Rehab			X	
Multi-Family Rehab			X <sup>1</sup>	X <sup>2</sup>
New Construction				X
Homeownership Assistance		X		
Affordable Housing Pre-Dev.		X		
<b>Capital Improvement</b>				
Handicapped Access			X	
Public Facilities			X <sup>1</sup>	X <sup>2</sup>
Infrastructure			X <sup>1</sup>	X <sup>2</sup>
<b>Public Services</b>				
Employment	X			
Crime Prevention	X			
Child Care	X			
Youth or Senior Services	X			
Supportive Services		X		

Type of Publication	No Public Notice/No RROF	No Public Notice/No RROF	No Public Notice/No RROF (No Statutory Requirement Triggered) Or Publish NOI/RROF (Statutory Requirement Triggered)	Publish FONSI and NOI/RROF
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Estimated Time Frame (Excluding Triggered Statutes)	30-45 Days	30-45 Days	45-90 Days	90 Days Minimum
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X<sup>1</sup> If for continued use and change in density (or size) of less than 20%

X<sup>2</sup> Change in density (or size) of more than 20%

*	Exempt	Exempt Activities
**	CENST	Categorically Excluded and Not Subject to 58.5
***	CEST	Categorically Excluded Subject to 58.5
****	EA	Environmental Assessment (Format II)





# **Attachment # 48**

## **Sample Commitment Letter**

Miami-Dade County  
Conditional Loan Commitment

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

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

Dear Developer:

We are pleased to advise you that on \_\_\_\_\_ the Board of County Commissioners (BCC) approved a Conditional Loan Commitment for development activity at the above-listed property (the "Property"). The loan is conditionally committed for the MAYOR or MAYOR'S DESIGNEE-CHOOSE AS APPLICABLE [[payment of hard construction costs]] [[acquisition of the property]] as a portion of the development costs to [[construct]] [[rehabilitate]] the affordable housing units on the Property. This Conditional Loan Commitment is made based upon the application submitted by Borrower in response to, for HOME funds, the Miami-Dade County Consolidated Request for Applications for FY 2014 Funding – Housing Application, Book Two or, for SURTAX funds, the Miami-Dade County Consolidated Request for Applications for FY 2014 Funding – Documentary Stamp Surtax Funding, Book Three (the "RFA") and is subject to the following terms and conditions:

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

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

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

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

**Collateral:**      Upon satisfaction of the Conditions, Miami-Dade County (County) and Borrower will enter into a funding contract and loan agreement. The Loan shall be evidenced by a promissory note and secured by a construction/permanent mortgage with assignment of leases and rents, a collateral assignment of leases and rents, a collateral assignment of construction documents, a rental regulatory agreement (where applicable), and any other security or collateral as deemed appropriate by the Mayor or Mayor's designee, in his or her sole discretion, with approval of the County

Attorney's Office. Borrower shall additionally be required to provide the County with an environmental indemnification agreement, a UCC-1, title affidavit, partnership affidavit (if applicable), corporate resolution approving the loan documents, opinion of counsel, certification of borrower to borrower's counsel, and title policy making the County an insured. The Collateral shall be determined based upon financial feasibility and subsidy layering underwriting to be performed by County staff in an internal process and by an independent underwriter and paid for by Borrower ("Underwriting") following review of a current title search. Additional forms of security may be required if liens, encumbrances, restrictions or covenants exist on the Property which the Mayor or Mayor's designee determines, in his or her sole discretion, threaten the County's Collateral. The Mayor or Mayor's designee shall determine, in his or her sole discretion and in consultation with the County Attorney's Office, whether the Collateral provided by Borrower is sufficient to close and disburse the Loan.

**Interest Rate:** Loan terms, including the interest rate, are those set forth in the RFA, on page 24 for HOME funds or page 12 and Addendum 1, page 1, question 2 for Surtax funds, as modified prior to closing by the Mayor or Mayor's designee in accordance with the results of Underwriting.

**Repayable:** There will be no penalty for prepayment of the Loan (payment of Loan balance before the end of the repayment term). Repayment terms are those set forth in the RFA, on page 24 for HOME funds or page 12 and Addendum 1, page 1, question 2 for Surtax funds, as modified prior to closing by the Mayor or Mayor's designee in accordance with the results of Underwriting. The prepayment of any Loan shall not affect the term of affordability set forth in the Rental Regulatory Agreement or in any of the other Loan Documents.

**Term:** The Loan will be for the period of time set forth in the RFA, on page 24 for HOME funds or page 12 and Addendum 1, page 1, question 2 for Surtax funds, as it may be modified prior to closing by the Mayor or Mayor's designee in accordance with the results of Underwriting.

**Conditions:**

1. Underwriting, as explained above, shall include financial feasibility review, subsidy layering review, and credit review. Underwriting is performed to protect the County's scarce affordable housing funds and is performed to ensure that the Project has sufficient financing to be completed timely and that the Project is not over-subsidized, meaning the Loan is not needed or the Loan Amount is too high. The County reserves the right to reduce the Loan Amount subject to Underwriting. The County further reserves the right to refuse to issue a final, unconditional loan commitment to Borrower or to enter into a contract for the Loan or to close on the Loan in the event that Underwriting determines that the project is financially unfeasible or otherwise is unfeasible. The costs of Underwriting are to be paid by Borrower.
2. Borrower must prove control of the Property through purchase or lease, as evidenced by a deed or lease and recorded memorandum of lease in Borrower's name. Absence of any threat of foreclosure, taking by eminent domain, or pending bankruptcy are additionally required.
3. Borrower must provide the County with written financing commitments showing committed financing for the entire Development Cost of the Project, including any gaps between the Loan and the overall costs to develop the Project. The Development Cost of the Project means the total cost of completing the entire Project, from acquisition to the issuance of Certificate of Occupancy, including but not limited to the costs for acquisition, design and planning, zoning and variances, financing costs, legal costs, construction, and permitting. In the event of a dispute as to what

amount constitutes the actual Development Cost, Borrower and County will use the amount determined by Underwriting to be the Development Cost.

4. Conformance of the Project design with the application submitted in the RFA, unless changes are approved by the Mayor or Mayor's designee.
5. Complete plans and specifications of the Project.
6. Payment and performance bond in the amount of the entire construction budget or otherwise in conformance with applicable law. Where a payment and performance bond is not required by law, the Mayor or Mayor's designee may alternatively accept – at the Mayor or Mayor's designee's sole discretion – a letter of credit in an amount acceptable to the Mayor or Mayor's designee.
7. Appraisal of the Property showing that the value of the Project and Property, when completed, exceeds the total amount of debt from all sources to be secured by the Project, unless waived by the Mayor or Mayor's designee.
8. A Phase I environmental report requiring no further action.
9. Such other conditions which are customary and reasonable for a loan of this nature, such as adhering to all Federal, State and local regulations, ordinances, codes and standards.
10. Meeting all requirements of the Surtax or HOME program, respectively.

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

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

Sincerely,  
Miami-Dade County

Agreed and Accepted:

\_\_\_\_\_  
Carlos A. Gimenez, Mayor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

c: Russell Benford, Deputy Mayor  
Michael Liu, Director

Approved as to Form and Legal Sufficiency

\_\_\_\_\_  
Assistant County Attorney

Date \_\_\_\_\_

# **Attachment # 49**

## **Loan Security Instrument**



**PROMISSORY NOTE**  
[Insert Type of Loan] Loan

\$ \_\_\_\_\_

Miami, Florida

**FOR VALUE RECEIVED** the undersigned \_\_\_\_\_, a Florida \_\_\_\_\_ ("Maker"), promises to pay to the order of **MIAMI-DADE COUNTY**, Florida, a political subdivision of the State of Florida, together with any other holder hereof ("Holder"), at 111 N.W. 1st Street, Miami, Florida 33128, Attention: County Mayor, or such other place as Holder may from time to time designate in writing, the principal sum of and \_\_\_\_\_ NO/100 DOLLARS(\$ \_\_\_\_\_) (the "Principal"), plus interest on the outstanding principal balance at the rate of \_\_\_\_\_ percent ( \_\_\_\_\_ %) per annum ) ("Interest or Interest Rate"), to be paid in lawful money of the United States of America in accordance with the terms of this Promissory Note.

**This Promissory Note is made to evidence the loan made to the undersigned by PHCD to provide Community Development Block Grant ("CDBG") funds to the Borrower as reflected in the \_\_\_\_\_ Contract between the parties dated \_\_\_\_\_, (hereinafter "Contract"). Stated monthly principal payments of \$ \_\_\_\_\_ are to begin on the 1<sup>st</sup> day of the month following the execution of this Note, for a period of three (3) years. If Borrower complies strictly with all terms of the Contract, interest shall accrue at zero (0%) for the term of this Note and the aforementioned monthly principal payments shall be waived and the principal sum shall be forgiven. Pursuant to the Contract, in the event the Property tied to the Activity is sold during the contract period or if the construction has not been completed within three (3) years of the date of execution of this Note, or if the requirements set forth in the Contract are not strictly complied with or Borrower fails to properly perform under said Contract, Miami-Dade County shall be entitled to the reimbursement of its \$ \_\_\_\_\_ contribution to the project, plus twelve percent (12%) compound interest until the County's principal is fully repaid.**

**Pursuant to 24 C.F.R. 570.503(b)(7)(i) or to 24 C.F.R. 570.505, as applicable, funds in excess of \$25,000 used by Maker to improve or acquire real property shall be used to meet a national objective (as defined in 24 C.F.R. § 570.208) until five (5) years after expiration of the Contract or Project Completion, whichever is later. IN NO EVENT SHALL THIS NOTE BE FORGIVEN BEFORE MAKER COMPLIES WITH THIS REQUIREMENT. In the event this provision conflicts with any provision of any other Contract or Loan Document, this provision shall prevail.**

This Note is secured by a Mortgage and Security Agreement (the "Mortgage") encumbering certain real property located in Miami-Dade County, Florida (the "Premises"). The foregoing, the Contract, and all other agreements, instruments and documents delivered in connection with this Note are collectively referred to as the "Loan Documents."

This Note has been executed and delivered in, and is to be governed by and construed under the laws of, the State of Florida, as amended, except as modified by the laws and regulations of the United States of America.

Maker shall have no obligation to pay interest or payments in the nature of interest in excess of the maximum rate of interest allowed to be contracted for by law, as changed from time to time, applicable to this Note (the "Maximum Rate"). Any interest in excess of the Maximum Rate paid by Maker ("Excess Sum") shall be credited as a payment of principal, or, if Maker so requests in writing, returned to Maker, or, if the indebtedness and other obligations evidenced by this Note have been paid in full, returned to Maker together with interest at the same rate as was paid by Maker during such period. Any Excess Sum credited to Principal shall be credited as of the date paid to Holder. The Maximum Rate varies from time to time and from time to time there may be no specific maximum rate. Holder may, without such action constituting a breach of any obligations to Maker, seek judicial determination of the Maximum Rate of interest, and its obligation to pay or credit any proposed excess sum to Maker.

The "Default Interest Rate" and, in the event no specific maximum rate is applicable, the Maximum Rate shall be eighteen percent (18%) per annum.

Holder shall have the right to declare the total unpaid balance of this Note to be immediately due and payable in advance of the Maturity Date upon the failure of Maker to pay when due, taking into account applicable grace periods, any payment of Principal or Interest or other amount due under the Loan Documents; or upon the occurrence of an event of default, which is not cured prior to the expiration of any applicable cure periods, pursuant to any other Loan Documents now or hereafter evidencing, securing or guarantying payment of this Note. Exercise of this right shall be without notice to Maker or to any other person liable for payment hereof, notice of such exercise being hereby expressly waived.

Any payment under this Note or the Loan Documents not paid when due (at maturity, upon acceleration or otherwise) taking into account applicable grace periods shall bear interest at the Default Interest Rate from the due date until paid.

Provided Holder has not accelerated this Note, Maker shall pay Holder a late charge of five percent (5%) of any required payment which is not received by Holder within ten (10) days of the due date of said payment. The parties agree that said charge is a fair and reasonable charge for the late payment and shall not be deemed a penalty.

Time is of the essence. In the event that this Note is collected by law or through attorneys at law, or under their advice, Maker agrees, to pay all reasonable costs of collection, including reasonable attorneys' fees, whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors proceedings or otherwise.

This Note may be paid in whole or in part at any time by Maker without penalty. Acceptance of partial payments or payments marked "payment in full" or "in satisfaction" or words to similar effect shall not affect the duty of Maker to pay all obligations due, and shall not affect the right of Holder to pursue all remedies available to it under any Loan Documents.

Maker agrees to assign any proceeds to the county from any contract between the county, its agencies or instrumentalities and the Maker or any firm, corporation, partnership or joint venture in which the Maker has a controlling financial interest in order to secure repayment of the loan. "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

The remedies of Holder shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Holder, and may be exercised as often as occasion therefor shall arise. No action or omission of Holder, including specifically any failure to exercise or forbearance in the exercise of any remedy, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing, nor shall it be construed as a bar to, or as a waiver or release of, any subsequent remedy as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, whether required or otherwise, may be given in any manner permitted under the Loan Documents.

The term "other person liable for payment of this Note" shall include any endorser, guarantor, surety or other person now or subsequently primarily or secondarily liable for the payment of this Note, whether by signing this Note or any other instrument.

This Note is a full recourse Note and Holder shall have all remedies available to it at law and at equity.

Whenever the context so requires, the neuter gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural, and the plural number includes the singular.

This Note shall be the joint and several obligation of all makers, endorsers, co-signers, guarantors, and sureties, and shall be binding upon them and their successors and assigns. All makers, endorsers, co-signers, guarantors, and sureties hereof agree jointly and severally to pay all costs of collection and of suit and foreclosure, including reasonable attorneys' fees. The Note Holder may enforce its rights under this Note against each party individually or jointly, and may enforce its rights against any party in any order. Any party under this Note may be required to pay all amounts owed.

Maker and any other person liable for the payment of this Note respectively, hereby (a) expressly waive any valuation and appraisal, presentment, demand for payment, notice of dishonor, protest, notice of nonpayment or protest, all other forms of notice whatsoever, and diligence in collection; (b) consent that Holder may, from time to time and without notice to any of them or demand, (i) extend, rearrange, renew or postpone any or all payments, (ii) release, exchange, add to or substitute all or any part of the collateral for this Note, and/or (iii) release Maker (or any co-maker) or any other person liable for payment of this Note, without in any way modifying,

altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; and (c) agree that Holder, in order to enforce payment of this Note against any of them, shall not be required first to institute any suit or to exhaust any of its remedies against Maker (or any co-maker) or against any other person liable for payment of this Note or to attempt to realize on any collateral for this Note.

**BY EXECUTING THIS NOTE, MAKER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHTS OR THE RIGHTS OF ITS HEIRS, ASSIGNS, SUCCESSORS OR PERSONAL REPRESENTATIVES TO A TRIAL BY JURY, IF ANY, IN ANY ACTION, PROCEEDING OR SUIT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSSCLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE, BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS NOTE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT TO BE EXECUTED IN CONNECTION HERewith OR WITH THE INDEBTEDNESS OR THE RENEWAL, MODIFICATION OR EXTENSION OF ANY OF THE FOREGOING OR ANY FUTURE ADVANCE THEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER'S EXTENDING CREDIT TO A BORROWER AND NO WAIVER OR LIMITATION OF LENDER'S RIGHTS HEREUNDER SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON LENDER'S BEHALF.**

Maker acknowledges that the above paragraph has been expressly bargained for by Miami-Dade County, Florida as part of the transaction with Borrower and that, but for Maker's agreement, Miami-Dade County, Florida would not have agreed to lend the Borrower the Principal on the terms and at the Interest Rate.

**WHEREFORE**, Maker has executed this Note on the [REDACTED] day of [REDACTED], 20[REDACTED].

a Florida

By:

a Florida

By: \_\_\_\_\_  
[REDACTED] President

By:

a Florida

By: \_\_\_\_\_  
[REDACTED] President

## **PROMISSORY NOTE**

### **CDBG Loan**

\$ [REDACTED]

Miami, Florida

**FOR VALUE RECEIVED** the undersigned [REDACTED], a Florida [REDACTED] ("Maker"), promises to pay to the order of **MIAMI-DADE COUNTY**, Florida, a political subdivision of the State of Florida, together with any other holder hereof ("Holder"), at 111 N.W. 1st Street, Miami, Florida 33128, Attention: County Mayor, or such other place as Holder may from time to time designate in writing, the principal sum of and [REDACTED] NO/100 DOLLARS(\$ [REDACTED]) (the "Principal"), plus interest on the outstanding principal balance at the rate of twelve percent (12%) per annum ("Interest or Interest Rate"), to be paid in lawful money of the United States of America in accordance with the terms of this Promissory Note.

This Promissory Note ("Note") is made to evidence the loan made to the undersigned by Holder to provide Community Development Block Grant ("CDBG") funds to the Borrower as reflected in the [REDACTED] **[EXACT TITLE OF CONTRACT]** Contract between the parties dated [REDACTED], 20 [REDACTED] (the "Contract").

#### Terms of Forgiveness

If Maker complies strictly with all terms of the Contract, interest shall accrue at zero percent (0%) for the term of this Note. If Maker successfully meets a national objective, as set forth in 24 C.F.R. Part 570 ("CDBG Regulations") and complies with the terms of the Contract, then interest shall accrue at zero percent (0%) for the term of this Note and no payments shall be due. The term of this Note shall be for the duration of the Contract or until Maker successfully meets a national objective as set forth in the CDBG Regulations. (This means that Maker is not required to make payments of Principal or interest unless notified by Holder that Maker is not complying with the terms of the Contract or CDBG Regulations.) If the terms of the Contract are not complied with or Maker fails to meet a national objective as set forth in the CDBG Regulations, Holder shall be entitled, at its sole discretion, to accelerate this loan and demand from Maker the repayment of the entire Principal, plus twelve percent (12%) compound interest until the entire balance of Principal plus interest is fully repaid.

Payments will be applied first to interest and then to principal.

This Note, the Contract, and all other agreements, instruments and documents delivered in connection with this Note are collectively referred to as the "Loan Documents."

This Note has been executed and delivered in, and is to be governed by and construed under the laws of, the State of Florida. Any dispute arising under or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Miami-Dade County, Florida.

Maker shall have no obligation to pay interest or payments in the nature of interest in excess of the maximum rate of interest allowed to be contracted for by law, as changed from time to time, applicable to this Note (the "Maximum Rate"). Any interest in excess of the Maximum Rate paid by



Maker ("Excess Sum") shall be credited as a payment of principal, or, if Maker so requests in writing, returned to Maker, or, if the indebtedness and other obligations evidenced by this Note have been paid in full, returned to Maker together with interest at the same rate as was paid by Maker during such period. Any Excess Sum credited to Principal shall be credited as of the date paid to Holder. The Maximum Rate varies from time to time and from time to time there may be no specific maximum rate. Holder may, without such action constituting a breach of any obligations to Maker, seek judicial determination of the Maximum Rate of interest, and its obligation to pay or credit any proposed excess sum to Maker.

The "Default Interest Rate" and, in the event no specific maximum rate is applicable, the Maximum Rate shall be eighteen percent (18%) per annum.

Holder shall have the right to declare the total unpaid balance of this Note to be immediately due and payable upon the occurrence of an event of default, which is not cured prior to the expiration of any applicable cure periods, pursuant to any other Loan Documents now or hereafter evidencing, securing or guarantying payment of this Note. Exercise of this right shall be without notice to Maker or to any other person liable for payment hereof, notice of such exercise being hereby expressly waived.

Any payment under this Note or the Loan Documents not paid when due (at maturity, upon acceleration or otherwise) taking into account applicable grace periods shall bear interest at the Default Interest Rate from the due date until paid.

Provided Holder has not accelerated this Note, Maker shall pay Holder a late charge of five percent (5%) of any required payment which is not received by Holder within ten (10) days of the due date of said payment. The parties agree that said charge is a fair and reasonable charge for the late payment and shall not be deemed a penalty.

Time is of the essence. In the event that this Note is collected by law or through attorneys at law, or under their advice, Maker agrees, to pay all reasonable costs of collection, including reasonable attorneys' fees, whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors proceedings or otherwise.

This Note may be paid in whole or in part at any time by Maker without penalty. Acceptance of partial payments or payments marked "payment in full" or "in satisfaction" or words to similar effect shall not affect the duty of Maker to pay all obligations due, and shall not affect the right of Holder to pursue all remedies available to it under any Loan Documents.

Maker agrees to assign any proceeds to the Holder from any contract between Miami-Dade County, its agencies or instrumentalities and the Maker or any firm, corporation, partnership or joint venture in which the Maker has a controlling financial interest in order to secure repayment of the loan. "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

The remedies of Holder shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Holder, and may be exercised as often as occasion therefor shall arise. No action or omission of Holder, including specifically any failure to exercise or forbearance in the exercise of any remedy, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing, nor shall it be construed as a bar to, or as a waiver or release of, any subsequent remedy as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, whether required or otherwise, may be given in any manner permitted under the Loan Documents.

The term "other person liable for payment of this Note" shall include any endorser, guarantor, surety or other person now or subsequently primarily or secondarily liable for the payment of this Note, whether by signing this Note or any other instrument.

This Note is a full recourse Note and Holder shall have all remedies available to it at law and at equity.

Whenever the context so requires, the neuter gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural, and the plural number includes the singular.

This Note shall be the joint and several obligation of all makers, endorsers, co-signers, guarantors, and sureties, and shall be binding upon them and their successors and assigns. All makers, endorsers, co-signers, guarantors, and sureties hereof agree jointly and severally to pay all costs of collection and of suit, including reasonable attorneys' fees. The Note Holder may enforce its rights under this Note against each party individually or jointly, and may enforce its rights against any party in any order. Any party under this Note may be required to pay all amounts owed.

Maker and any other person liable for the payment of this Note respectively, hereby (a) expressly waive any valuation and appraisal, presentment, demand for payment, notice of dishonor, protest, notice of nonpayment or protest, all other forms of notice whatsoever, and diligence in collection; (b) consent that Holder may, from time to time and without notice to any of them or demand, (i) extend, rearrange, renew or postpone any or all payments, (ii) release, exchange, add to or substitute all or any part of the collateral for this Note, and/or (iii) release Maker (or any co-maker) or any other person liable for payment of this Note, without in any way modifying, altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; and (c) agree that Holder, in order to enforce payment of this Note against any of them, shall not be required first to institute any suit or to exhaust any of its remedies against Maker (or any co-maker) or against any other person liable for payment of this Note or to attempt to realize on any collateral for this Note.

**BY EXECUTING THIS NOTE, MAKER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHTS OR THE RIGHTS OF ITS HEIRS, ASSIGNS, SUCCESSORS OR PERSONAL REPRESENTATIVES TO A TRIAL BY JURY, IF ANY, IN**

ANY ACTION, PROCEEDING OR SUIT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSSCLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE, BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS NOTE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT TO BE EXECUTED IN CONNECTION HERewith OR WITH THE INDEBTEDNESS OR THE RENEWAL, MODIFICATION OR EXTENSION OF ANY OF THE FOREGOING OR ANY FUTURE ADVANCE THEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER'S EXTENDING CREDIT TO A BORROWER AND NO WAIVER OR LIMITATION OF LENDER'S RIGHTS HEREUNDER SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON LENDER'S BEHALF.

Maker acknowledges that the above paragraph has been expressly bargained for by Miami-Dade County, Florida as part of the transaction with Borrower and that, but for Maker's agreement, Miami-Dade County, Florida would not have agreed to lend the Borrower the Principal on the terms and at the Interest Rate.

WHEREFORE, Maker has executed this Note on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

a Florida

By:

a Florida

By: \_\_\_\_\_  
\_\_\_\_\_  
President

By:

a Florida

By: \_\_\_\_\_  
\_\_\_\_\_  
President

STATE OF FLORIDA     )  
                                  ) ss:  
COUNTY OF DADE     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as President of \_\_\_\_\_, a Florida \_\_\_\_\_, on behalf of the \_\_\_\_\_.

Personally Known ☐

Produced Identification ☐ Type of Identification:

☐ *Did* ☐ *Did Not* Take an Oath

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
AT LARGE

NOTARY STAMP

THIS INSTRUMENT WAS PREPARED BY:

\_\_\_\_\_, ESQ.  
Assistant County Attorney  
Miami-Dade County, Florida  
111 N.W. First Street, Suite 2810  
Miami, Florida 33128

**MORTGAGE AND SECURITY AGREEMENT  
AND ASSIGNMENT OF LEASES, RENTS AND PROFITS**

**THIS MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF LEASES, RENTS AND PROFITS** ("the "Mortgage"), dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, a Florida \_\_\_\_\_ with an address of \_\_\_\_\_, Florida 33\_\_ ("Mortgagor") in favor of MIAMI-DADE COUNTY, a political subdivision of the State of Florida with an address of 111 N.W. First Street, Miami, FL 33128, Attn: County Manager ("Mortgagee").

**WITNESSETH**

That for good and valuable consideration, and to secure the payment of the Promissory Note executed by the Mortgagor in favor of the Mortgagee in the original principal amount of \_\_\_\_\_ DOLLARS and no/100 (U.S. \$\_\_\_\_\_.00), as the same may be renewed, extended or amended, from time to time, and together with all accrual interest, including, without limitation, such interest as may be added to the principal amount under the terms of such instrument (referred to as the "Note" or the "Promissory Note"), the final payment of which is due on or before the due date provided in the Promissory Note and to secure any other indebtedness owed by Mortgagor to Mortgagee, now or hereafter arising under the terms of this Mortgage or in any other instrument constituting additional security for the Note, and all other sums of money secured as provided under this Mortgage, the Mortgagor does grant, bargain, sell, remise, release, and convey unto the Mortgagee, its successors and assigns, the real estate described in Exhibit A, which is attached and made a part of this Mortgage, which, together with the property hereinafter described, is referred to herein as the "Property";

**TOGETHER WITH:**

(a) All buildings and improvements, now or hereafter located on the Property, all privileges and other rights now or hereafter made appurtenant thereto, including, without limitation, all right, title and interest of Mortgagor in and to all streets, roads and public places, opened or proposed, and all easements and rights-of-way, public or private, now or hereafter used in connection with the Property; and

(b) All fixtures, fittings, furnishings, appliances, apparatus, goods, equipment, and machinery, including, without limitation, all gas and electric fixtures, radiators, heaters, engines



and machinery, boilers, ranges, ovens, elevators and motors, escalators, bathtubs, sinks, water closets, basins, pipes, faucets and other ventilating and air-conditioning, plumbing, lighting and heating fixtures, mirrors, mantels, refrigerating plants, refrigerators, iceboxes, dishwashers, carpeting, furniture, laundry equipment, cooking apparatus and appurtenances, washing machines, dryers, trash compactors, TV antennas, phone systems, incinerators, trash receptacles, sprinklers and fire extinguishing systems, smoke detectors and other fire alarm devices, door bell and alarm systems, screens, awnings, doors, storm and other detachable doors and windows, built-in cases, counters, trees, hardy shrubs and perennial flowers, interior and exterior cleaning, plowing, lawn care, maintenance and repair machinery, vehicles or equipment, and all building material, supplies and equipment now or hereafter delivered to the Property and installed or used in the Property, all other fixtures and personal property of whatever kind and nature owned by the Mortgagor on the date of this Mortgage contained in or hereafter placed in any building standing on the Property; such other goods, equipment, chattels and personal property as are usually furnished by landlords in letting premises of the character hereby conveyed, and all renewals or replacements thereof or articles in substitution thereof, all of the estate, right, title and interest of the Mortgagor in and to all property of any nature whatsoever, now or hereafter situated on the Premises or intended to be used in connection with the operation thereof, all of which shall be deemed to be fixtures and accessions to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and secured by the Mortgage. If the lien of this Mortgage on any fixtures or personal property is or becomes subject to a lease agreement, conditional sale agreement or chattel mortgage of the Mortgagor, any and all deposits made thereof or therefor are hereby assigned to the Mortgagee, together with the benefit of any payments now or hereafter made thereon. There is also transferred, set over, and assigned hereby Mortgage to Mortgagee, its successors and assigns, all leases and use agreements of machinery, equipment and other personal property of Mortgagor in the categories hereinabove set forth, under which Mortgagor is the lessee of, or entitled to use, such items, and Mortgagor agrees to execute and deliver to Mortgagee specific separate assignments to Mortgagee of such leases and agreements when requested by Mortgagee, but nothing herein constitutes Mortgagee's consent to any financing of any fixture or personal property, and nothing herein shall obligate Mortgagee to perform any obligations of Mortgagor under any such leases or agreements unless it so chooses, which obligations Mortgagor hereby covenants and agrees to well and punctually perform. The items set forth in this paragraph (b) are sometimes hereinafter separately referred to as "Collateral"; and

(c) All rents, royalties, issues, profits, revenue, income and other benefits from the property described in paragraph (a) and (b) hereof to be applied against the indebtedness and other sums secured hereby, provided, however, that permission is hereby given to Mortgagor so long as no default has occurred hereunder, to collect, receive, take, use and enjoy such rents, royalties, issues, profits, revenue, income and other benefits as they become due and payable, but not in advance thereof. The foregoing assignment shall be fully operative without any further action on the part of either party and specifically Mortgagee shall be entitled, at its option upon the occurrence of a default hereunder, to all rents, royalties, issues, profits, revenue, income and other benefits from the property described in paragraphs (a) and (b) hereof whether or not

Mortgagee takes possession of such property. Upon any such default hereunder, the permission hereby given to Mortgagor to collect such rents, royalties, issues, profits, revenue, income and other benefits from the property described in paragraphs (a) and (b) hereof shall terminate and such permission shall be reinstated upon a cure of the default upon Mortgagee's specific consent. Neither the exercise of any rights under this paragraph by Mortgagee nor the application of any such rents, royalties, issues, profits, revenue, income or other benefits to the indebtedness and other sums secured hereby, shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant hereto or to any such notice, but shall be cumulative of all other rights and remedies.

(d) All right, title and interest of Mortgagor in and to all leases now or hereafter on or affecting the property described in paragraphs (a) and (b) hereof, together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such lease. The foregoing assignment of any lease shall not be deemed to impose upon Mortgagee any of the obligations or duties of Mortgagor provided in any such lease, and, Mortgagor agrees to fully perform all obligations of the lessor under all such leases. Upon Mortgagee's request, Mortgagor agrees to send to Mortgagee a list of all leases covered by the foregoing assignment and as any such lease shall expire or terminate or as any new lease shall be made, Mortgagor shall so notify Mortgagee in order that at all times Mortgagee shall have a current list of all leases affecting the property described in paragraphs (a) and (b) hereof. Mortgagee shall have the right, at any time and from time to time, to notify any lessee of the rights of Mortgagee as provided by this paragraph. From time to time, upon request of Mortgagee, Mortgagor shall specifically assign to Mortgagee as additional security hereunder, by an instrument in writing in such form as may be approved by Mortgagee, all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the Premises, together with all security therefor and all monies payable hereunder, subject to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such lease. Mortgagor shall execute and deliver to Mortgagee any notification, financing statement or other document reasonably required by Mortgagee to perfect the foregoing assignment as to any such lease.

(e) To the extent of the indebtedness secured herein, all judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Property or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets.

(f) To the extent of the indebtedness secured herein, all insurance policies covering all or any portion of the Property and all blueprints, plans, maps, documents, books and records relating to the Property.

(g) To the extent of the indebtedness secured herein, all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims.

**TO HAVE AND TO HOLD** the above granted Property, with all the privileges and appurtenances to the same belonging to the said Mortgagee, its successors and assigns, to its and their use and behoof forever.

**PROVIDED, HOWEVER**, that if the Mortgagor shall pay or cause to be paid to the Holder of the Note principal and interest under the Note, at the time and in the manner stipulated therein, and shall pay or cause to be paid all other sums payable hereunder and all indebtedness hereby secured, then, in such case, the estate, right, title and interest of the Mortgagee in the Property shall cease, determine and become void and the Mortgagee shall, cancel, release and discharge this Mortgage.

## ARTICLE ONE

### Mortgagor's Covenants

Mortgagor covenants and agrees with Mortgagee that:

#### 1.01 Title.

a. The Mortgagor warrants that: it has good and marketable title to an indefeasible fee simple estate in the Property, subject to no liens, charges or encumbrances other than the lien of this Mortgage and of any encumbrances, if any, described on Exhibit B hereto ("Permitted Encumbrances"); that it has good right and lawful authority to mortgage the Property in the manner and form herein provided; that Mortgagor has full power and authority to mortgage the Property in the manner and form herein done or intended hereafter to be done; that this Mortgage is and shall remain a valid and enforceable lien on the Property, subject only to those of the Permitted Encumbrances which are stated on Exhibit B hereto to constitute "Prior Encumbrances"; that Mortgagor and its successors and assigns shall warrant and defend the same and priority of this lien forever against the lawful claims and demands of all persons whomsoever (other than the Prior Encumbrances); and, that this covenant shall not be extinguished by any foreclosure hereof but shall run with the land.

b. Mortgagor shall maintain the property free of all security interests, liens and encumbrances, other than Permitted Encumbrances, the security interest hereunder or any lien or encumbrance disclosed to and approved by Mortgagee in writing.

c. The Mortgagor shall do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as the Mortgagee shall from time to time require, for the better assuring, conveying, assigning, transferring and confirming unto the Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which the Mortgagor may be or may hereafter become bound to convey or assign to the Mortgagee, or for carrying out the intention of facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage and, on demand, shall execute and deliver, and hereby authorizes the

Mortgagee to execute in the name of the Mortgagor to the extent it may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the Collateral.

d. The Mortgagor shall, upon the execution of this Mortgage, the Rental Regulatory Agreement, and the Note (the "Loan Documents"), cause all recordable Loan Documents, to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the interest of the Mortgagee in the Property.

e. The Mortgagor shall pay for all filing, registration or recording fees, and all expenses incident to the preparation, execution and acknowledgment of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Collateral, and any instrument of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note, this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Collateral or any instrument of further assurance.

f. The Mortgagor, so long as all or part of the indebtedness secured hereby is outstanding shall preserve in its present form and keep in full force and effect its existence, as a legal entity under the laws of the state of its formation and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental authority or court applicable to the Premises or any part thereof.

#### 1.02 Payment of Note and Escrow Account.

a. The Mortgagor shall promptly and punctually pay principal, interest, and all other sums due or to become due pursuant to the terms of the Note, in the time and manner set forth therein. On the first day of each month until said Note is fully paid, a sum, as estimated by the Mortgagee, equal to the total rental payments due under any ground leases which have not been subordinated to this Mortgage, if any, and the taxes and special assessments next due on the Property encumbered by this Mortgage, plus the premiums that will next become due and payable on insurance policies as may be required under section 1.05 hereof, less all sums already paid for each divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and special assessments will become delinquent, shall be segregated by the Mortgagor to pay said ground rents, taxes, special assessments and insurance premiums. Such segregated sums shall be held by Mortgagor in interest bearing accounts and shall be kept separate and apart from other funds of the Mortgagor. Mortgagor shall, at the written request of the Mortgagee, furnish any information requested by Mortgagee concerning such accounts. The Mortgagor shall pay the ground rents, taxes, special assessments and insurance premiums when each is due (the "Reserve Payments") and before they become delinquent. In the event the Mortgagor is late in making any of the Reserve Payments, the Mortgagee may require the Mortgagor to deposit the Reserve Payments with the Mortgagee on the first of each month until the Note is paid in full. The Reserve Payments should

be held by the Mortgagee without any allowance of interest to the Mortgagor and need not be kept separate and apart of other funds of the Mortgagee. All payments mentioned in this paragraph and all payments to be made under the Note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagee to the following items in the order set forth: (i) said ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums, (ii) interest on the Note secured hereby; and (iii) amortization of the principal of said Note. Notwithstanding the foregoing escrow requirements, the Mortgagor shall not be obligated to segregate, or to pay to the Mortgagee, ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums if the Mortgagor is required to pay such sums to the Holder of a Permitted Encumbrance.

b. The arrangement provided for in the section 1.02 is solely for the added protection of the Mortgagee and entails no responsibility on the Mortgagee's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon assignment of the Mortgage by the Mortgagee, any funds on hand shall be turned over to the new mortgagee and any responsibility of the Mortgagee for such funds shall terminate.

c. If the total of any Reserves described in section 1.02(a) hereof shall exceed the amount of payments actually applied by Mortgagee as set forth in section 1.02(a) any excess Escrow Funds may be credited by Mortgagee to subsequent Escrow payments coming due or, at the option of the Mortgagee, refunded to the Mortgagor. Any deficiency in the Escrow Account shall be paid by the Mortgagor within five (5) business days from receipt of written notification from the Mortgagee that the deficiency has occurred. If there shall be a default under any of the provisions of this Mortgage, the Mortgagee may apply any excess Escrowed Funds against the amounts due and payable under the Loan Documents.

1.03 Maintenance and Repair. The Mortgagor shall keep the Property in good condition and operating order and shall not commit or permit any waste thereof. Mortgagor shall diligently maintain the Property and make any needed repairs, replacements, renewals, additions and improvements, and complete and restore promptly and in a good workmanlike manner. Mortgagor shall not remove any part of the Collateral from the Property or demolish any part of the Property or materially alter any part of the Property without the prior written consent of the Mortgagee. Mortgagor shall permit Mortgagee or its agents the opportunity to inspect the Property, including the interior of any structures, at any reasonable time.

1.04 Compliance with Laws. The Mortgagor shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property or the operation thereof, and shall pay all fees or charges of any kind in connection therewith.

1.05 Insurance.

a. The Mortgagor shall keep all buildings and improvements now or hereafter situated on the Property insured against loss or damage by fire and other hazards as may reasonably be required by Mortgagee, including, without limitation: (i) rent loss or business interruption insurance whenever in the opinion of Mortgagee such protection reasonably is necessary; and (ii) flood and earthquake insurance whenever in the opinion of Mortgagee such protection is reasonably necessary. Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may require.

b. The Mortgagor shall initially maintain, until Mortgagee shall otherwise indicate in writing, fire and extended coverage insurance in an amount of not less than the full replacement cost of the Property in accordance with HUD's requirements. The policy shall be written by a company or companies having a Best's rating of at least A. Public liability insurance shall be provided on a comprehensive basis in an amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence for bodily injury and property damage and rental or business interruption insurance in an amount sufficient to cover any loss of rents or income for the Property suffered by the Mortgagor for a period of up to six (6) months.

c. All policies of insurance to be furnished hereunder shall be in a form satisfactory to Mortgagee, with Standard Mortgagee Clauses attached to all policies in favor of the Mortgagee, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies, to Mortgagee and shall deliver renewal policies not less than ten (10) days prior to their expiration date except that if the originals of such policies are at any time held by the holder of a Prior Encumbrance, then Mortgagor shall deliver to Mortgagee certified copies of such policies together with original certificates hereof. The Mortgagee shall be shown as additional insured with respect to this coverage.

d. No separate insurance shall be taken out by the Mortgagor without the prior written approval of the Mortgagee. In the event the Mortgagee approves additional insurance, the Mortgagor shall immediately notify Mortgagee whenever any separate insurance is issued and shall promptly deliver to Mortgagee certified copies of the policy or policies of such insurance. All additional insurance policies shall be in the form required by Paragraph (c) above. In the event of a foreclosure, or other transfer of title to the Property in lieu of foreclosure or by purchase at the foreclosure sale all interest in any insurance policies in force shall pass to Mortgagee, transferee or purchaser as the case may be, and to the holders of the Permitted Encumbrances as their interests may appear.

1.06 Casualty. Mortgagor shall promptly notify Mortgagee of any loss whether covered by insurance or not. In case of loss or damage by fire or other casualty, Mortgagee shall have the



right to approve the settlement of any claim made under insurance policies covering the Property or to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. Provided that there is no default hereunder, such insurance proceeds shall be paid to the Mortgagee to the extent of the indebtedness held by the Mortgagee without any allowance of rebuilding or restoration of buildings or improvements on said Property. Such proceeds shall be used to retire the indebtedness unless the Mortgagor demonstrates to the satisfaction of the Mortgagee that the Property may be restored to at least equal value and substantially the same character in which case the proceeds shall be made available to the Mortgagor for rebuilding or restoration of buildings or improvements on said Property. In that event, such proceeds shall be made available in the manner and under the conditions that the Mortgagee may require, including without limitation: (i) approval of plans and specifications of such work before such work shall be commenced; (ii) suitable completion or performance bonds and Builder's All Risk insurance; and (iii) no insurer claims any rights of participation and/or assignment of rights with respect to the indebtedness secured hereby. The buildings and improvements shall be so restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. Any surplus which may remain out of said insurance proceeds after payment of such cost of rebuilding or restoration shall, at the sole option of the Mortgagee, be applied on account of the indebtedness secured hereby or be paid to Mortgagor. Any insurance proceeds received by Mortgagor pursuant to the provisions of this section 1.06 shall remain subject to the lien of this Mortgage, and no holder of any Permitted Encumbrance shall attach, garnish, execute or otherwise attempt to compel payment or delivery of such sums to it or to any other person so long as such sums are used or are to be used for the purposes set forth in this paragraph 1.06.

1.07 Condemnation. The Mortgagor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation of the Property or any portion thereof, shall notify Mortgagee in writing of the pendency thereof. The Mortgagor hereby assigns, transfers and sets over unto the Mortgagee to the extent of the indebtedness secured herein, all compensation, rights of action, proceeds of any award and any claim for damages for any of the Property taken or damaged under the power of eminent domain or by condemnation or by sale of the Property in lieu thereof. Mortgagee may, at its option, commence, appear in and prosecute, in its own name, and for its own account, any action or proceeding, or make any compromise or settlement, in connection with the condemnation, taking under the power of eminent domain, or sale in lieu thereof. After deducting therefrom all of its reasonable expenses, including attorneys' fees, the Mortgagee shall apply the proceeds of the award to the reduction of the indebtedness secured by this Mortgage unless Mortgagor demonstrates to the satisfaction of the Mortgagee that the value and character of the Property shall be maintained, in which case, the Mortgagee shall hold said proceeds without any allowance of interest and make them available for restoration or rebuilding of the Property. In the event that the Mortgagee elects to make said proceeds available to reimburse Mortgagor for the cost of the rebuilding or restoration of the buildings or improvements on said Property, such proceeds shall be made available in the manner and under the conditions that the Mortgagee may require provided under Section 1.06 above. If the proceeds are made available by the Mortgagee to reimburse the Mortgagor for the cost of said rebuilding or restoration, any surplus which may remain out of said award after payment of such cost of

rebuilding or restoration shall at the option of the Mortgagee be applied on account of the indebtedness secured hereby or be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensation, award, damages, right of action and proceeds, as Mortgagee may require. Any sums received by Mortgagor pursuant to the provisions of this paragraph 1.07 shall remain subject to the lien of this Mortgage, and no holder of any Permitted Encumbrance shall attach, garnish, execute or otherwise attempt to compel payment or delivery of such sums to it or to any other person so long as such sums are used or are to be used for the purposes set forth in this paragraph 1.07.

1.08 Liens and Encumbrances. The Mortgagor shall not, without the Mortgagee's express written consent, permit the creation of any liens or encumbrances on the Property other than the lien of this Mortgage and of any Permitted Encumbrances, and shall pay when due all obligations, lawful claims or demands of any person, which, if unpaid, might result in, or permit the creation of, a lien or encumbrance on the Property or on the rents, issues, income and profits arising therefrom, whether such lien would be senior or subordinate hereto, including all claims of mechanics, materialmen, laborers and others for work or labor performed, or materials or supplies furnished in connection with any work done in and to the Property and the Mortgagor will do or cause to be done everything necessary so that the lien of this Mortgage is fully preserved, at no cost to the Mortgagee.

1.09 Taxes and Assessments. The Mortgagor shall pay in full when due, and in any event before any penalty or interest attaches, all general taxes and assessments, special taxes, special assessments, water charges, sewer service charges, and all other charges against the Property and shall furnish to Mortgagee official receipts evidencing the payment thereof.

1.10 Indemnification. Mortgagor shall indemnify and hold harmless the Lender from any liability, claims or losses incurred by Lender in favor of third parties resulting from the disbursement of the Loan proceeds to Mortgagor or from the condition of the Premises, whether arising during or after the term of the Loan, whether as a result of a claim made under this Agreement, by the Lender under the Contracts or otherwise. The Mortgagor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Mortgagor or its employees, agents, servants, partners principals or subcontractors. Mortgagor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Mortgagor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Mortgagor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. This provision shall survive the repayment of the Loan and shall continue in full force and effect so long as the possibility of

such liability, claims, or losses exists.

1.11 Sale of Property.

a. In order to induce Mortgagee to make the loan evidenced by the Note, Mortgagor agrees that if the Property or any part thereof or interest therein is sold, assigned, transferred, conveyed, further mortgaged, encumbered, or otherwise alienated by Mortgagor, whether voluntarily, involuntarily or by operation of law, or that if the person(s) managing the Property is replaced, in either or any case without the prior written consent of Mortgagee, Mortgagee, at its option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable within fifteen (15) days of written notice, provided, however, Mortgagee shall not withhold its consent unless such mortgaging or encumbering of the Property, or change to its ownership or management will have a material adverse affect on the Mortgagee's security for the indebtedness secured by this Mortgage. The Mortgagee may condition its consent upon an increase in the interest rate of the Note to the then current market rate for new loans secured by property similar to the Property, and the Mortgagor shall pay all costs incurred thereby, including any costs of amending the Note and Mortgage and of obtaining a title insurance endorsement. In addition, the Mortgagee may charge a fee for processing any application seeking the consent of Mortgagee.

b. Any change in the legal or equitable title of the Property or in the beneficial ownership of the Property, whether or not of record and whether or not for consideration, or sale or other disposition of the stock of the borrowing entity except by devise or descent, shall be deemed a transfer of an interest in the Property. In connection herewith, the financial stability and managerial and operational ability of Mortgagor are a substantial and material consideration to Mortgagee in its agreement to make the loan to Mortgagor secured the Mortgage. The Mortgagor acknowledges that the transfer of an interest in the Property or change in the person or entity operating and managing the Property may significantly or materially alter and reduce Mortgagee's security for the indebtedness secured hereby.

c. In the event that ownership of the Property, or any part thereof, becomes vested in any person or persons other than Mortgagor, without the prior written approval of Mortgagee, the Mortgagee may waive such default and substitute the Mortgagor with the Mortgagor's successor or successors in interest in the same manner as with Mortgagor, without in any way releasing, discharging or otherwise affecting the liability of Mortgagor hereunder, or the Mortgage indebtedness hereby secured. No sale of the Property, no forbearance on the part of Mortgagee, no extension of the time for the payment of the Mortgage indebtedness or any change in the terms thereof consented to by Mortgagee shall in any way whatsoever operate to release, discharge, modify, change or affect the original liability of Mortgagor herein, either in whole or in part, nor shall the full force and effect of this lien be altered thereby. Any deed conveying the Property, or any part thereof, shall provide that the grantee thereunder assumes all of the grantor's obligations under this Mortgage, the Note and all other instruments or agreements evidencing or securing the repayment of the Mortgage indebtedness. In the event such deed shall not contain such provisions, the grantee under such deed shall be deemed to assume, by its

acquisitions of the Property all the obligations established by the Loan Documents.

d. Mortgagor shall not sell, assign, transfer or otherwise dispose of the Collateral or any interest therein and shall not do or permit anything to be done that may impair the Collateral without the prior consent of the Mortgagee, unless the Mortgagor is not in default under the terms of this Mortgage and the Collateral which is to be disposed is fully depreciated or unnecessary for use in the operation of the Property.

1.12 Management. The Mortgagor agrees that the Mortgagee shall have the right to employ professional management for the Property at any time that the Mortgagor is in default under any provision of this Mortgage for a period of more than forty-five (45) days. Such employment shall be at the sole discretion of the Mortgagee and NOTHING herein shall obligate the Mortgagee to exercise its right to install professional management. The cost of such management shall be borne by Mortgagor and shall be treated as an advance under Section 1.13.

1.13 Advances. If Mortgagor shall fail to perform any of the covenants herein contained or contained in any instrument constituting additional security for the Note, the Mortgagee may, without creating an obligation to do so, make advances on its behalf. Any and all sums so advanced shall be a lien upon the Property and shall become secured by this Mortgage. The Mortgagor shall repay on demand all sums so advanced in its behalf with interest at the rate of eightenn (18%) percent per annum in excess of the rate of the Note at the time of such advance. Nothing herein contained shall prevent any such failure to perform on the part of Mortgagor from constituting an event of default as defined below.

1.14 Financial Statements. The Mortgagor shall deliver to Mortgagee, within ninety (90) days after the end of each of Mortgagor's fiscal years, a balance sheet and statement of profit and loss with respect to the operation of the Property for the fiscal year just completed and beginning with the second such fiscal year after the recordation of the Loan Documents, a comparison of the just completed fiscal year with the preceding fiscal year's balance sheet and statement of profit and loss, all in reasonable detail and certified as complete and correct, by the Mortgagor and a Certified Public Accountant.

1.15 Time. The Mortgagor agrees that time is of the essence hereof in connection with all obligations of the Mortgagor herein or in said Note or any other instruments constituting additional security for said Note.

1.16 Estoppel Certificates. The Mortgagor within ten (10) days from receipt of written request, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, and stating either that no set-offs or defenses exist against the Mortgage debt, or if any such setoffs or defenses are alleged to exist, the nature thereof.

1.17 Records. The Mortgagor agrees to keep adequate books and records of account in accordance with generally accepted accounting principles and shall permit the Mortgagee, and

its agents, accountants and attorneys, to visit and inspect the Property and examine its books and records of account, and to discuss its affairs, finances and accounts with the Mortgagor, at such reasonable times as Mortgagee may request.

1.18 Assignment of Rents and Leases. Mortgagor agrees to execute and deliver to Mortgagee such assignments of the leases and rents applicable to the Property as the Mortgagee may from time to time request while this Mortgage and the Note and indebtedness secured by this Mortgage are outstanding.

1.19 Subordination to Prior Encumbrances. Notwithstanding anything herein which is or which may appear to be to the contrary, the lien of this Mortgage and Mortgagee's rights hereunder are subordinate and inferior to the lien of those Permitted Encumbrances (if any) whether now existing or hereafter created which are stated on Exhibit B. Mortgagee agrees, by its acceptance hereof, that no action required to be taken by Mortgagor under the express terms of any Prior Encumbrance shall constitute a default or any Event of Default hereunder, provided however, that such actions are not inconsistent with Mortgagor's obligations set forth in the Note or in paragraph 1.20(c) below.

1.20 Leases Affecting Mortgaged Property.

a. Mortgagor shall comply with and observe its obligations as landlord under all leases affecting the Property or any part thereof. Upon request, Mortgagor shall furnish promptly to Mortgagee executed copies of all such leases now existing or hereafter created. Mortgagor shall not, without the express written consent of Mortgagee, enter any lease except upon forms approved by Mortgagee. Mortgagor shall not accept payment of rent more than one (1) month in advance without prior written consent of Mortgagee. Nothing contained in this Section 1.20 or elsewhere in this Mortgage shall be construed to make Mortgagee a mortgagee in possession unless and until Mortgagee actually takes possession of the Mortgaged Property either in person or through an agent or receiver.

b. To the extent allowable by applicable law, each lease of the Mortgaged Property, shall be entered into in a form provided by the Mortgagee and shall provide that, in the event of the enforcement by Mortgagee of the remedies provided for by law or by this Mortgage, the lessee thereunder will, if requested by Mortgagee or by any person succeeding to the interest of Mortgagor as the result of said enforcement, automatically become the lessee of Mortgagee or any such successor in interest, without any change in the terms or other provisions of the respective lease, provided, however, that Mortgagee or said successor in interest shall not be bound by (i) any payment of rent or additional rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by said lessee of its obligations under said lease, or (ii) any amendment or modification in the lease made without the consent of Mortgagee or any successor in interest. Each lease shall also provide that, upon request by said successor in interest, the lessee shall execute and deliver an instrument or instruments confirming its attornment.

c. Mortgagor covenants and agrees that, until the Note and the other obligations secured hereby are satisfied in full, Mortgagor shall comply with the terms of that certain Rental Regulatory Agreement (if applicable) executed simultaneously herewith by and among Mortgagor and the Mortgagee, which Rental Regulatory Agreement is by this reference made a part hereof to the same extent as if set out in full herein.

1.21 Reserved

1.22 Incorporation of Contract. Mortgagor agrees and covenants to abide by all the terms and conditions of the CDBG Contract. The CDBG Contract is incorporated herein by reference as if fully set forth herein. A default of any provision of the CDBG Contract shall be deemed an Event of Default under this Mortgage.

## ARTICLE TWO

### Default

2.01 Events of Default. The following shall be deemed to be Events of Default hereunder:

a. Failure to make any payment when due in accordance with the terms of the Note secured by this Mortgage or failure to make any additional payments required by this Mortgage within fifteen days (15 ) of the date on which such payments were due.

b. Failure to keep or perform any of the other terms, covenants and conditions in this Mortgage provided that such failure shall have continued for a period of thirty (30) days after written notice of such failure from the Mortgagee.

c. After written notice from Mortgagee and an opportunity to cure of thirty (30) days from such written notice, continued breach of any warranties or representations given by Mortgagor to Mortgagee in connection with the Loan Documents.

d. An event of default under or institution of foreclosure or other proceedings to enforce any Permitted Encumbrance or any other mortgage or security interest, lien or encumbrance of any kind upon the Property or any portion thereof.

e. The Mortgagor, or any successor or assign including, without limitation, the current owners of any interest in the Property shall:

(i) file a petition under the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing (hereafter referred to as a "Bankruptcy Proceeding"); or

(ii) file any answer admitting insolvency or inability to pay debts, or



(iii) fail to obtain a vacation or stay of any Insolvency Bankruptcy Proceeding within forty-five (45) days, as hereinafter provided; or

(iv) be the subject of an order for relief against it in any Bankruptcy Proceeding; or

(v) have a custodian or a trustee or receiver appointed for or have any court take jurisdiction of its property, or the major part thereof, in any involuntary proceeding for the purpose of reorganization, arrangement, dissolution, or liquidation if such receiver or trustee shall not be discharged or if such jurisdiction relinquished, vacated or stayed on appeal or otherwise within forty-five (45) days; or

(vi) make an assignment for the benefit of its creditors; or

(vii) admit in writing its inability to pay its debts generally as they become due; or

(viii) consent to an appointment of custodian or receiver or trustee of all of its property, or the major part thereof.

f. Failure without good cause of the Mortgagor to accept any referral from Miami-Dade County of eligible applicants for housing if space is available at the time of the referral.

g. Failure of the Mortgagor to comply with the requirements of the OCED Contract.

h. After the applicable grace periods have expired, failure to comply with the terms of the Loan Agreement between the Mortgagor, as Borrower, and Miami-Dade County as Lender; the Rental Regulatory Agreement (if applicable) between the Owner and Miami-Dade County, the Note, and any other instruments, now or hereafter executed by Owner in favor of Miami-Dade County, which in any manner constitute additional security for the Note.

i. The event of any default on any other Contract, Note or Mortgage between Mortgagor and Mortgagee.

j. The institution of any proceeding for foreclosure on any property where the County is also Mortgagee.

## 2.02 Remedies.

a. Upon and after any such Event of Default, the Mortgagee, by written notice

given to the Mortgagor, may declare the entire principal of the Note then outstanding (if not then due and payable), and all accrued and unpaid interest thereon, all premium payable thereunder, and all other obligations of Mortgagor hereunder, to be due and payable immediately, and upon any such declaration the principal of the Note and said accrued and unpaid interest shall become and be immediately due and payable, anything in the Note or in this Mortgage to the contrary notwithstanding.

b. Upon and after any such Event of Default, the Mortgagee or by its agents or attorneys, may enter into and upon all or any part of the Property, and each and every part thereof, and may exclude the Mortgagor, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the Property and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers and upon every such entry, the Mortgagee, at the expense of the Property, from time to time, either by purchase, repairs or construction, may maintain and restore the Property, whereof it shall become possessed as aforesaid, and, from time to time, at the expense of the Property, the Mortgagee may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as to it may seem advisable, and in every such case the Mortgagee shall have the right to manage and operate the Property and to carry on the business thereof and exercise all rights and powers of the Mortgagor with respect thereto either in the name of the Mortgagor or otherwise as it shall deem best, and the Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of the Mortgagor; and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of the Mortgagee its attorneys, counsel, agents, clerks, servants and other employees by it properly and reasonably engaged and employed, the Mortgagee shall apply the moneys arising as aforesaid, first, to the payment of the principal of the Note and the interest thereon, when and as the same shall become payable, and second, to the payment of any other sums required to be paid by the Mortgagor under this Mortgage.

c. Upon and after any such Event of Default, the Mortgagee shall have all of the remedies of a Secured Party under the Uniform Commercial Code of Florida, Sec. 671-689 et al. F.S., as amended from time to time, including without limitation the right and power to sell, or otherwise dispose of the Collateral or any part thereof, and for that purpose may take immediate and exclusive possession of the Collateral, or any part thereof, and with or without judicial process, enter upon any Property on which the Collateral, or any part thereof, may be situated and remove the same therefrom without being deemed guilty of trespass and without liability for damages thereby occasioned, or at Mortgagee's option Mortgagor shall assemble the Collateral and make it available to the Mortgagee at the place and at the time designated in the demand. Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale. Mortgagee without removal may render the Collateral unusable and dispose of the Collateral on

the Property. To the extent permitted by law, Mortgagor expressly waives any notice of sale or other disposition of the Collateral and any other right or remedy of Mortgagee existing after default hereunder, and to the extent any such notice is required and cannot be waived, Mortgagor agrees that, as it relates to, this paragraph c. only, if such notice is marked, postage prepaid, to the Mortgagor at the above address with copies of said notice mailed in the same fashion to the president of the Mortgagor, at least fifteen (15) days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice.

d. Upon and after any such Event of Default, the Mortgagee, with or without entry, or by its agents or attorneys, insofar as applicable, may:

(i) sell the Property to the extent permitted and pursuant to the procedures provided by law, and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, at one or more sales as an entity or in parcels, and at such time and place upon such terms and after such terms and after such notice thereof as may be required, or

(ii) institute proceedings for the complete or partial foreclosure of this Mortgage, or

(iii) apply to any court of competent jurisdiction for the appointment of a receiver or receivers for the Property and of all the earnings, revenues, rents, issues, profits and income thereof, or

(iv) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note, or in this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Mortgagee shall elect.

e. The Mortgagee may adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, the Mortgagee, without further notice or publication, other than that provided in sub-paragraph 2.02(c) above may make such sale at the time and place to which the same shall be so adjourned.

f. Upon the completion of any sale or sales made by the Mortgagee under or by virtue of this Section, the Mortgagor, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring, all estate, right, title and interest in and to the property and rights sold. The Mortgagee is hereby appointed the true and lawful attorney irrevocable of the Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Property and rights so sold, and for

that purpose the Mortgagee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, the Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. This power of attorney shall be deemed to be a power coupled with an interest and not subject to revocation. Nevertheless, the Mortgagor, if so requested by the Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to the Mortgagee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of the Mortgagee, for the purpose, and as may be designated in such request. Any such sale or sales made under or by virtue of this Section whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against the Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under the Mortgagor.

g. In the event of any sale made under or by virtue of this Section (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), the entire principal of, and interest on, the Note, if not previously due and payable, and all other sums required to be paid by the Mortgagor pursuant to this Mortgage, immediately thereupon shall, anything in the Note or in this Mortgage to the contrary notwithstanding, become due and payable.

h. The purchase money proceeds or avails of any sale made under or by virtue of this Section, together with any other sums which then may be held by the Mortgagee under the provisions of this Section or otherwise, shall be applied as follows:

First: To the payment of the costs and expenses of such sale, including reasonable compensation to the Mortgagee, its agents and counsel, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by the Mortgagee under this Mortgage, together with interest at the rate for advances hereunder in Section 1. 13.

Second: To the payment of any other sums required to be paid by the Mortgagor pursuant to any provisions of this Mortgage or of the Note.

Third: To the payment of the whole amount then due, owing or unpaid upon the Note for principal and interest, with interest on the unpaid principal and accrued interest at the rate specified in the Note, from and after the happening of any Event of Default described above from the due date of any such payment of principal until the same is paid.

Fourth: To the payment of the surplus, if any, to the Mortgagor or whomsoever is lawfully entitled to receive the same, subject to federal law which may prohibit such payment. In the event that payment of surplus to Mortgagor is prohibited by federal law or a determination by U.S. HUD, Mortgagee shall follow the direction of U.S. HUD and shall use the

surplus as required by U.S. HUD and federal law.

Subject to federal law and U.S. HUD, upon any sale made under or by virtue of this Section, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Mortgagee may bid for and acquire the Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the indebtedness of the Mortgagor secured by this Mortgage the net sales price after deducting therefrom the expenses of the sale and the cost of the action and any other sums which the Mortgagee is authorized to deduct under this Mortgage. The Mortgagee, upon so acquiring the Property, or any part thereof shall be entitled to hold, lease, rent, operate, manage and sell the same in any manner provided by applicable laws.

## ARTICLE THREE

### Miscellaneous Terms and Conditions

3.01 Leases. In the event the Mortgagee shall institute judicial proceedings to foreclose the lien hereof, and shall be appointed as a mortgagee in possession of the Property, the Mortgagee during such time as it shall be the Mortgagee in possession of the Property pursuant to an order or decree entered in such judicial proceedings, shall have, and the Mortgagor hereby gives and grants to the Mortgagee, the right, power and authority to make and enter into leases of the Property or the portions thereof for such rents and for such periods of occupancy and upon such conditions and provisions as mortgagee in possession may deem desirable, and Mortgagor expressly acknowledges and agrees that the term of any such lease may extend beyond the date of any sale of the Property pursuant to a decree rendered in such judicial proceedings; it being the intention of the Mortgagor that while the Mortgagee is a Mortgagee in possession of the Property pursuant to an order or decree entered in such judicial proceedings, such Mortgagee shall be deemed to be and shall be the attorney-in-fact of the Mortgagor for the purpose of making and entering into leases of parts or portions of the Property for the rents and upon the terms, conditions and provisions deemed desirable to such Mortgagee and with like effect as if such leases had been made by the Mortgagor as the owner in fee simple of the Property free and clear of any conditions or limitations established by this Mortgage. The power and authority hereby given and granted by the Mortgagor to Mortgagee shall be deemed to be coupled with an interest and shall not be revocable by Mortgagor. Nothing herein shall be construed to affect the Mortgagee's rights under Section 2.02(b) above.

3.02 Taxation of Note and Mortgage. If at any time before the debt hereby secured is fully paid, any law be enacted, deducting from the value of said real estate, for the purposes of taxation, any lien thereon, or revising or changing in any way the laws now in force for the taxation of mortgages or bonds, or the debts secured thereby, for state or local purposes, or the manner of collection of such taxes, so as to affect adversely this Mortgage or the debt hereby secured, or the owner and holder thereof in respect thereto, then this Mortgage and the Note hereby secured shall, at the option of Mortgagee and without notice to any party, become immediately due and payable. If any law should be enacted and to the extent permitted by such law, Mortgagor shall have the opportunity of paying to the Mortgagee the amount of any additional cost or taxes to the Mortgage from such law.

3.03 Marshalling of Assets. Mortgagor on its own behalf and on behalf of its successors and assigns hereby expressly waives all rights to require a marshalling of assets by Mortgagee or to require Mortgagee, upon a foreclosure, to first resort to the sale of any portion of the Property which might have been retained by Mortgagor before foreclosing upon and selling any other portion as may be conveyed by Mortgagor subject to this Mortgage.

3.04 Partial Release. Without affecting the liability of any other person for the payment of an indebtedness herein mentioned (including Mortgagor should it convey said Property) and without affecting the priority of the lien hereof upon any property not released, Mortgagee may,



without notice, release any person so liable, extend the maturity or modify the terms of any such obligation, or grant other indulgences, release or reconvey or cause to be released or reconveyed at any time all or any part of the Property described herein, or take or release any other security or make compositions or other arrangements with debtors. Mortgagee may also accept additional security, either concurrently herewith or hereafter, and sell the same or otherwise realized thereon either before, concurrently with, or after sale hereunder.

### 3.05 Non-Waiver.

a. By accepting payment of any sum secured hereby after its due date or altered performance of any obligation secured hereby, Mortgagee shall not waive its right against any person obligated directly or indirectly hereunder or with respect to any indebtedness hereby secured, either to require prompt payment when due of all other sums so secured or take remedy for failure to make such prompt payment or full performance. No exercise of any right or remedy by Mortgagee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law.

b. No delay or omission of the Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

c. Receipt of rents, awards, and any other monies or evidences thereof, pursuant to the provisions of this Mortgage and any disposition of the same by Mortgagee shall not constitute a waiver of the right of foreclosure by Mortgagee in the event of default or failure of performance by Mortgagor of any covenant or agreement contained herein or in any note secured hereby.

3.06 Protection of Security. Should Mortgagor fail to make any payment or to perform any covenant as herein provided, Mortgagee (but without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof) may make or do the same in the manner and to such extent as Mortgagee may deem reasonably necessary to protect the security hereof, Mortgagee being authorized to enter upon the Property for such purposes, commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of Mortgagee is prior or superior hereto; and, in exercising any such power, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title and reasonable counsel fee. Any expenditures in connection herewith shall constitute an advance hereunder.

3.07 Rules of Construction. When the identity of the parties hereto or other circumstances make it appropriate, the masculine gender shall include the feminine and/or neuter, plural and the singular number shall include the plural. The headings of each paragraph are for information and convenience only and do not limit or construe the contents of any provision hereof

3.08 Severability. If any term of this Mortgage, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Mortgage, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Mortgage shall be valid and enforceable to the fullest extent permitted by law.

3.09 Successors in Interest. This Mortgage applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, executors, administrators, successors and assigns. All obligations of Mortgagor hereunder are joint and several. The term "Mortgagee" shall mean the holder and owner, including pledges, of the Note secured hereby, whether or not named as Mortgagee herein.

3.10 Notices. All notices to be given pursuant to this Mortgage shall be sufficient if mailed postage prepaid, certified or registered mail, return receipt requested, to the above described addresses of the parties hereto, or to such other address as a party may request in writing. All notices to Mortgagor shall be sent to the attention of the Executive Director. All notices to the Mortgagee shall be sent to the attention of the County Manager. Any time period provided in the giving of any notice shall commence upon the date such notice is deposited in the mail.

3.11 Modifications. This Mortgage may not be amended, modified or changed, nor shall any waiver of any provision be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

3.12 Governing Law. This Mortgage shall be construed according to and governed by the laws of the State of Florida, provided, however, that nothing herein shall limit or impair any right which Holder has under applicable federal laws of the United States of America to charge a rate of interest on the sums evidenced hereby at a rate which exceeds the maximum rate allowed under the laws of Florida.

## ARTICLE FOUR

### Lending Provisions

4.01 Breach of Loan Agreement and Other Documents. Notwithstanding anything to the contrary contained in this Mortgage, in the Note, or in any other instrument securing the loan evidenced by the Note, Mortgagee may at its option declare the entire indebtedness secured hereby, and all interest thereon and all advances made by Mortgagee hereunder, immediately due and payable and/or exercise all additional rights accruing to it under this Mortgage upon an Event of Default, or in the event of a breach by Mortgagor of any covenant contained in this Mortgage following expiration of all notice and cure periods set forth therein.

4.02 Future Advances. This Mortgage is given to secure not only existing

indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed four times the face amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Property with interest on such disbursements at the rate designated in the Note to apply following a default thereunder. Mortgagor hereby agrees that it shall not execute or file for record any notice limiting the maximum principal amount that may be so secured, and that no such notice shall be of any force and effect whatsoever unless Mortgagee shall have consented thereto in writing signed by Mortgagee and recorded in the public records of Miami-Dade County, Florida.

#### 4.03 Rights under Prior Encumbrances.

a. Mortgagor hereby covenants and agrees (i) to promptly observe and perform all of the covenants and conditions contained in any Permitted Encumbrance or any other lien upon the Property, and which are required to be observed or performed by Mortgagor and to do all things necessary to preserve and keep unimpaired its rights thereunder; (ii) to promptly notify Mortgagee in writing of any default by the Mortgagor in the performance and the observance of any of the terms, covenants or conditions on part of Mortgagor to be performed or observed under such instrument or of the occurrence of any event which, regardless of the lapse of time, would constitute a default under such instrument and promptly to cause a copy of each such notice given by the Mortgagee thereunder to the Mortgagor to be delivered to Mortgagee.

b. In the event Mortgagor fails to make any payment required under such a Permitted Encumbrance or any other lien upon the Property or to do any act set forth in the preceding subparagraph herein provided, then Mortgagee may, but without obligation, and without notice to or demand upon Mortgagor, and without releasing Mortgagor from any obligation hereof, make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect its interest under this Mortgage. Mortgagee's rights hereunder shall specifically include, but without limitation thereof, the right to pay any and all payments of interest and principal, insurance premiums, taxes and assessments and other sums due or to become due thereunder.

c. In the event Mortgagor fails to perform any of the terms, covenants and conditions required to be performed or observed by Mortgagor under such a Permitted Encumbrance or any other lien upon the Property, then Mortgagee may, but without obligation, and without notice or demand upon Mortgagor and without relieving Mortgagor from any obligation hereof, take any action Mortgagee deems necessary or desirable to prevent or cure any such default by Mortgagor. Upon receipt by Mortgagee from Mortgagor of any written notice of default by Mortgagor under such instrument, Mortgagee may rely thereon and take any action it deems necessary to cure such default event though the existence of such default or the nature thereof may be questioned or denied by the Mortgagor or by any party on behalf of the Mortgagor. Mortgagor hereby expressly grants to Mortgagee, and agrees that Mortgagee shall have, the

absolute and immediate right to enter upon the Property or any part thereof to such extent and as often as the Mortgagee in its sole discretion deems necessary or desirable in order to prevent or cure any such default by the Mortgagor. Mortgagee may pay and expend such sums of money as Mortgagee in its sole discretion deems necessary for any such purpose and may pay expenses, employ counsel and pay reasonable attorney's fees. All costs, charges and expenses so incurred or paid by Mortgagee shall become due and payable immediately, whether or not there by notice, demand, attempt to collect or suit pending. The amount so incurred or paid by Mortgagee, together with interest thereon at the rate of interest set forth in the Note to accrue following default thereunder, from the date incurred until paid by Mortgagor, shall be added to the indebtedness secured by the lien of this Mortgage to the same extent as if paid or expended on the date hereof.

d. Mortgagor agrees that it will not surrender any of its rights under such a Permitted Encumbrance or other lien upon the Property, and will not, without the prior written consent of Mortgagee, consent to any modification, change or any alteration or amendment of such instrument of the obligations secured thereby, either orally or in writing, and no release or forbearance of any of Mortgagor's obligations under such instrument whether pursuant to such instrument or otherwise, shall release Mortgagor from any of its obligations under this Mortgage.

e. Any default by Mortgagor or any event of default under a Permitted Encumbrance or other lien upon the Property, to which this Mortgage may be subject shall constitute an Event of Default under this Mortgage.

4.04 Limitation of Interest. All agreements between Mortgagor and Mortgagee are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the principal amount of the Note, acceleration of maturity of the unpaid principal amount of the Note, acceleration of maturity of the unpaid principal balance thereof, or otherwise, or advancement of any sums under the provisions of this Mortgage, shall the amount paid or agreed to be paid to the holder of the Note for the use, forbearance or detention of the money to be advanced thereunder or hereunder exceed the highest lawful rate permissible. If, from any circumstances whatsoever, fulfillment of any provisions of this Mortgage or the Note or any other agreement referred to herein, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable thereto or hereto, then ipso facto, the obligations to be fulfilled shall be reduced to the limit of such validity, and if from any circumstances the holder of the Note or Mortgage shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due hereunder and not the payment of interest. These provisions shall control every other provision of all agreements between Mortgagor and Mortgagee.

4.05 Waiver of Jury Trial: **MORTGAGOR WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION, WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THE TERMS OF THIS MORTGAGE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE'S EXTENDING CREDIT TO MORTGAGOR AND NO WAIVER OF LIMITATION OF THE MORTGAGEE'S RIGHTS**

UNDER THIS PARAGRAPH SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON THE LENDER'S BEHALF.

IN WITNESS WHEREOF, the said Mortgagor caused this instrument to be signed and sealed as of the date first above written.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

Mortgagor:

\_\_\_\_\_, a Florida  
\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

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

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a Florida \_\_\_\_\_, ( ) who is personally known to me or ( ) who presented \_\_\_\_\_ as identification, to me known to be a representative of the person described as the Mortgagor in and who executed the foregoing Mortgage and Security Agreement and Assignment of Leases, Rents and Profits, and acknowledged before me that said person executed that Mortgage and Security Agreement and Assignment of Leases, Rents and Profits and who ( ) did ( ) did not take an oath.

WITNESSETH my hand and official seal in the State and County above, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

My Commission Expires:

**EXHIBIT A**

**LEGAL DESCRIPTION**

(Insert legal description here)



**EXHIBIT B**

**PERMITTED ENCUMBRANCES**

# Attachment # 50

## Public Service Checklist

## PHCD SUBMITTAL OF PUBLIC SERVICE CHECKLIST

Agency	
Activity Name	
Funding Source / Year	
Amount /IDIS #	
Project Location	

LMI Limited Clientele Criteria (Must check one below & Provide documentation as required)

☐ **1. Low-Mod Clientele (LMC)** – Documentation showing that the activity is designed for and used by a segment of the population presumed by HUD to be LMI persons; for example:

- ☐ Abused children,
- ☐ Battered spouses,
- ☐ Elderly persons (family whose head, spouse, or sole member is a person aged 62 or older),
- ☐ Severely disabled,
- ☐ Homeless persons,
- ☐ Illiterate adults,
- ☐ Persons living with AIDS,
- ☐ Migrant farm workers

☐ **2. Neighborhood Revitalization Strategy Area (NRSA)** – Be of such a nature and in a location that it may be concluded that the activities clientele located in an NRSA:

**Obtain documentation that shows the client lives at the address which is located in an NRSA:**

- |                                                         | Yes                      | No                       |
|---------------------------------------------------------|--------------------------|--------------------------|
| * Proof of location:                                    |                          |                          |
| * Child(ren) School Records (showing home address); AND | <input type="checkbox"/> | <input type="checkbox"/> |
| * Driver License; And                                   | <input type="checkbox"/> | <input type="checkbox"/> |
| * Utility Bill (FPL, Water & Sewer, etc)                | <input type="checkbox"/> | <input type="checkbox"/> |

### REQUIRED DOCUMENTATION– NO EXCEPTIONS

- |                                                                                                                                                                    | Yes                      | No                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| * PHCD General CDBG Intake Eligibility Form (Must be Attached)                                                                                                     | <input type="checkbox"/> | <input type="checkbox"/> |
| *Services Near You Print Out (Must be Attached)<br>( <a href="http://gisweb.miamidade.gov/CommunityServices/">http://gisweb.miamidade.gov/CommunityServices/</a> ) | <input type="checkbox"/> | <input type="checkbox"/> |

1. Biscayne North
2. Cutler Ridge
3. Goulds

NOTE: SHOULD ANY OF THE ABOVE NOT BE PROVIDED, QUARTERLY PROGRESS REPORTS WILL BE RETURNED TO THE AGENCY AND WILL BE CONSIDERED NON-COMPLIANT

PHCD SUBMITTAL OF PUBLIC SERVICE CHECKLIST

4. Leisure City/Naranja
5. Model City
6. Opa-Locka
7. Perrine
8. South Miami
9. West Little River

☐ **3. Required Documentation:** – Data showing the size and annual income for the family of each person receiving the benefit and that at least 51% of those served are LMI.

**REQUIRED DOCUMENTATION A MUST – NO EXCEPTIONS**

**Yes      No**

\* PHCD General CDBG Intake Eligibility Form (Current Income Must be Attached)

☐      ☐

**Select One Form of Proof to Provide: Must be Current**

\* Pay Stub(s)

☐      ☐

\* Aid to Families with Dependent Children (AFDC) or  
Temporary Assistance to Needy Families (TANF)

☐      ☐

\* Food Stamp Official Print out Letter

☐      ☐

\* Unemployment Benefits Letter with Amount

☐      ☐

\* Proof of Child Support or Alimony

☐      ☐

\* Proof of SSA/SSI or Veteran's Benefits

☐      ☐

\* Proof of Retirement Income (Must be attached for Senior Programs)

☐      ☐

\* Other Income

☐      ☐

\_\_\_\_\_  
Prepared by (Print) Agency Official

\_\_\_\_\_  
Signature and Date

NOTE: SHOULD ANY OF THE ABOVE NOT BE PROVIDED, QUARTERLY PROGRESS REPORTS WILL BE RETURNED TO THE AGENCY AND WILL BE CONSIDERED NON-COMPLIANT



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			<input type="checkbox"/> Yes <input type="checkbox"/> No
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No
6.				<input type="checkbox"/> Yes <input type="checkbox"/> No
7.				<input type="checkbox"/> Yes <input type="checkbox"/> No
8.				<input type="checkbox"/> Yes <input type="checkbox"/> 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  
(Name of Agency)  
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**

<b>CDBG INCOME ELIGIBILITY</b>	<b>24 CFR 570.208</b>	
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.

**Income Limits for Fiscal Year 2015-16 (Effective 03/06/2015)**

**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		\$14,250		\$23,700		\$37,950
	2		\$16,250		\$27,100		\$43,350
	3		\$20,090		\$30,500		\$48,750
	4		\$24,250		\$33,850		\$54,150
	5		\$28,410		\$36,600		\$58,500
	6		\$32,570		\$39,300		\$62,850
	7		\$36,730		\$42,000		\$67,150
	8		\$40,890		\$44,700		\$71,500

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/V3





# VIVIENDA PÚBLICA Y DESARROLLO COMUNITARIO

## FORMULARIO GENERAL DE ADMISIÓN PARA CDBG

INGRESOS (LMI\*, por sus siglas en inglés), CLIENTES (LMC\*\*, por sus siglas en inglés), EMPLEOS (LMJ\*\*\*, por sus siglas en inglés)  
VIVIENDAS (LMH\*\*\*\*, por sus siglas en inglés) BAJOS Y MODERADOS

NOMBRE: \_\_\_\_\_ TELÉFONO: \_\_\_\_\_

DIRECCIÓN: \_\_\_\_\_ CÓDIGO POSTAL: \_\_\_\_\_

Género: ☐ Masculino ☐ Femenino Origen étnico: ☐ Hispano ☐ No Hispano

Raza (Por favor, marque la categoría de raza que le corresponde):

- ☐ Blanco ☐ Negro/Afro Americano ☐ Indígena Estadounidense/Nativo de Alaska  
☐ Asiático ☐ Negro/Afro Americano y Blanco ☐ Indígena Estadounidense/Nativo de Alaska y Blanco  
☐ Asiático y Blanco ☐ Nativo de Hawaii/ Otras Islas del Pacífico ☐ Otros: Multi Racial  
☐ Indígena Estadounidense / Nativo de Alaska / Afro Americano

Menciónese a Usted mismo y a todas las personas que ocupan la Vivienda

	Parentesco	Género	Edad	¿Empleado?
1.	Autónomo			<input type="checkbox"/> Sí <input type="checkbox"/> No
2.				<input type="checkbox"/> Sí <input type="checkbox"/> No
3.				<input type="checkbox"/> Sí <input type="checkbox"/> No
4.				<input type="checkbox"/> Sí <input type="checkbox"/> No
5.				<input type="checkbox"/> Sí <input type="checkbox"/> No
6.				<input type="checkbox"/> Sí <input type="checkbox"/> No
7.				<input type="checkbox"/> Sí <input type="checkbox"/> No
8.				<input type="checkbox"/> Sí <input type="checkbox"/> No

### DATOS DE LA VERIFICACIÓN DE INGRESOS

La ayuda que Usted recibe se determina en parte por el número de miembros en su núcleo familiar y de sus ingresos. Todos los ingresos y los bienes deberán ser verificados antes de que la elegibilidad sea concedida. El ingreso incluye todas las sumas de dinero que reciben todos los miembros del núcleo familiar mayores de 18 años. Los salarios, sueldos, propinas, comisiones; los ingresos como trabajador por cuenta propia; Pensiones de jubilación, de supervivencia, por discapacidad; la jubilación del Seguro Social o del Ferrocarril, el Ingreso Suplementario de Seguridad, la Ayuda a las Familias con Niños Dependientes (AFDC, por sus siglas en inglés), la Ayuda Temporal a las Familias Necesitadas (TANF, por sus siglas en inglés), los Sellos para Alimentos, u otro tipo de ayuda pública, o de programas públicos de ayuda social, o de ingresos provenientes de patrimonios o fideicomisos; así como otras fuentes regulares de ingresos, incluyendo los pagos a los Veteranos (VA, por sus siglas en inglés), la compensación por desempleo, la pensión alimenticia y la manutención de menores deberán ser declarados.

Miembro del Núcleo Familiar	Fuente de Ingresos	Monto del Ingreso Bruto Mensual Recibido
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

**Documentación Aceptable para verificar la Elegibilidad a partir de los Ingresos:** Copia de las colillas de pago (del empleador anterior), la Ayuda a las Familias con Niños Dependientes (AFDC, por sus siglas en inglés) o la Ayuda Temporal a las Familias Necesitadas (TANF, por sus siglas en inglés) la Impresión o la Carta Oficial de las Estampillas de Alimentos, la Carta confirmando





## VIVIENDA PÚBLICA Y DESARROLLO COMUNITARIO FORMULARIO GENERAL DE ADMISIÓN PARA CDBG

la cantidad de beneficios percibidos por desempleo, la prueba de la manutención de menores o del pago de la pensión alimenticia, la prueba del SSA/SSI o de los Beneficios de los Veteranos o la prueba de los ingresos por jubilación. **DEBERÁ ADJUNTARSE UNA COPIA DE LOS DOCUMENTOS – SIN EXCEPCIÓN.**

Quien suscribe, el solicitante, por medio de la presente autorizo a \_\_\_\_\_ a fin de que verifique mis antecedentes personales, incluyendo: \_\_\_\_\_ (Nombre de la Agencia) los salarios, pensiones e inversiones. Se entiende que esta autorización se otorga con el único propósito de certificar mi elegibilidad para la ayuda financiera federal, y que toda la información adquirida en este sentido seguirá siendo confidencial.

CON MI FIRMA, RECONOZCO QUE TODA LA INFORMACIÓN QUE HE PROPORCIONADO ES VERDADERA Y CORRECTA A MI LEAL SABER Y ENTENDER. SOY CONCIENTE DE QUE SI HAGO ALGUNA DECLARACIÓN FALSA INTENCIONALMENTE EN ESTA CERTIFICACIÓN O EN CUALQUIER OTRA DOCUMENTACIÓN QUE PROPORCIONE PARA LA ELEGIBILIDAD DEL PROGRAMA, PUEDO SER CASTIGADO CON MULTAS O CON LA CÁRCEL DE HASTA CINCO (5) AÑOS, O AMBOS, BAJO LA SECCIÓN 1001 DEL TÍTULO 18, DEL CÓDIGO DE LOS ESTADOS UNIDOS, Y QUE TAMBIÉN PODRÍA ESTAR SUJETO A LAS MULTAS Y SANCIONES CIVILES Y/O ADMINISTRATIVAS PERTINENTES.

Firma del Solicitante

Fecha

ELEGIBILIDAD DE LOS INGRESOS PARA EL SUBSIDIO EN BLOQUE PARA EL DESARROLLO COMUNITARIO (CDBG, por sus siglas en inglés)	24 CFR 570.208	
Actividad clasificada bajo los ingresos y la composición del grupo familiar	24 CFR 570.208(a)(2)(i)(B)	24 CFR 570.506(b)(3)(iii)
La actividad se clasifica a partir de los requisitos de elegibilidad de los ingresos que se limitan exclusivamente a las personas de ingresos bajos y moderados	24 CFR 570.208(a)(2)(i)(C)	24 CFR 570.506(b)(3)(iii)

### DEFINICIONES / 24 CFR 570.3

**Familia:** Se refiere a todas las personas que vivan en la misma casa, que están relacionadas por nacimiento, matrimonio o adopción.

**Núcleo Familiar:** Se refiere a todas las personas que ocupan la vivienda. Los ocupantes podrían ser una sola familia, una persona viviendo sola, dos o más familias viviendo juntas o cualquier otro grupo de personas relacionadas o no que compartan las condiciones en materia de vivienda.

**Ingresos:** Con el fin de determinar si los ingresos de una familia o de un núcleo familiar son bajos o moderados dentro de la Subsección C de esta sección, los beneficiarios podrían seleccionar cualquiera de las tres definiciones enumeradas abajo para cada actividad, salvo que las actividades integralmente relacionadas que sean del mismo tipo y que califiquen dentro del mismo apartado del 570.208(a) deban utilizar la misma definición de los ingresos. La opción de elegir una definición no se aplica a las actividades que califican con el 570.208(a)(1) (Actividades de beneficio del área), salvo cuando el beneficiario lleve a cabo una investigación de acuerdo con el 570.208(a)(1)(vi). Las actividades que califican de acuerdo con el 570.208(a)(1) generalmente deberán utilizar los datos de ingresos del área provistos por HUD a los beneficiarios. Las **tres definiciones** son las siguientes:

(i) **Los ingresos anuales** tal como se los define en el programa de Pagos de Ayuda para la Vivienda de la Sección 8 en el Título 24 del Código Federal de Regulaciones 813.106 (salvo que la ayuda para la CDBG que se proporcione tenga relación con la rehabilitación al propietario de acuerdo con el 570.202, el valor de la residencia principal del propietario se podría excluir del cálculo de los Activos Netos de la Familia); o bien

Calcular los ingresos anuales de una familia o de un núcleo familiar efectuando una proyección de la tasa predominante de ingresos de cada persona al momento de proporcionársele la ayuda a la persona, a la familia o al núcleo familiar (según corresponda).

**El Ingreso anual estimado** deberá incluir los ingresos de toda la familia o de los miembros del núcleo familiar, según sea el caso. La mejora en los ingresos o en los bienes derivada de la actividad de la ayuda del CDBG no se considerará para calcular los ingresos anuales.

**Hogar de ingresos bajos y moderados** se refiere a un núcleo familiar que tiene un ingreso igual o inferior al límite de bajos ingresos de la Sección 8 establecido por HUD. (LMH, por sus siglas en inglés)

*Advertencia: El Título 18, Artículo 1001 del Código de los Estados Unidos establece que una persona será hallada culpable de un delito penal grave cuando intencionalmente haga declaraciones falsas o fraudulentas ante cualquier departamento o agencia de los Estados Unidos. La ley estatal podría prever sanciones para las declaraciones falsas o fraudulentas.*



Este material está disponible en un formato accesible a petición.

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## VIVIENDA PÚBLICA Y DESARROLLO COMUNITARIO

### FORMULARIO GENERAL DE ADMISIÓN PARA CDBG

**Persona de ingresos bajos y moderados** se refiere a un miembro de la familia cuyo ingreso es equivalente o inferior al límite de ingresos bajos de la Sección 8 establecido por HUD. Los individuos no emparentados se considerarán familias unipersonales para este propósito. (LMI, por sus siglas en inglés)

**Hogar de ingresos bajos** se refiere a un hogar con un ingreso igual o inferior al límite de ingresos muy bajo de la Sección 8 establecido por HUD. (LMH, por sus siglas en inglés)

**Persona de Bajos Ingresos** se refiere a un miembro de una familia cuyo es un ingreso igual o inferior al límite de ingresos muy bajos de la Sección 8 establecido por HUD. Los individuos no emparentados deberán considerarse como familias unipersonales para este propósito. (LMC, por sus siglas en inglés)

#### INSTRUCCIONES PARA LA AGENCIA DE EJECUCIÓN

Usted deberá pedir primeramente la verificación de terceros. Se trata de una verificación proveniente directamente de la fuente de ingresos. La solicitud puede ser enviada por correo, por fax o por correo electrónico. Deberá quedar bien claro que fue recibida de la fuente.

#### Límites de los Ingresos para el Año Fiscal 2015-16 (Vigente el 06/03/2015)

Por favor marque la cajita correspondiente al tamaño de su grupo familiar y a la cantidad de su ingreso

✓	Tamaño del Grupo Familiar	✓	Extremadamente bajo (30% de la media)	✓	Muy bajo (50% de la media)	✓	Bajo (80% de la media)
	1		\$14.250		\$23.700		\$37.950
	2		\$16.250		\$27.100		\$43.350
	3		\$20.090		\$30.500		\$48.750
	4		\$24.250		\$33.850		\$54.150
	5		\$28.410		\$36.600		\$58.500
	6		\$32.570		\$39.300		\$62.850
	7		\$36.730		\$42.000		\$67.150
	8		\$40.890		\$44.700		\$71.500

Note:

LMI\* (LOW-MODERATE INCOME): Ingresos bajos o moderados

LMC\*\* (LOW-MODERATE CLIENTELE): Clientela de Ingresos bajos o moderados

LMJ\*\*\* (LOW-MODERATE JOBS): Empleos de Ingresos bajos o moderados

LMH\*\*\*\* (LOW-MODERATE HOUSING): Vivienda de Ingresos bajos o moderados

*Advertencia: El Título 18, Artículo 1001 del Código de los Estados Unidos establece que una persona será hallada culpable de un delito penal grave cuando intencionalmente haga declaraciones falsas o fraudulentas ante cualquier departamento o agencia de los Estados Unidos. La ley estatal podría prever sanciones para las declaraciones falsas o fraudulentas.*



Este material está disponible en un formato accesible a petición.

CD/17/51712/V3

# Attachment # 51

## Technical Assistance Checklist

## PHCD SUBMITTAL OF PUBLIC SERVICE CHECKLIST – TECHNICAL ASSISTANCE

Agency	
Activity Name	
Funding Source / Year	
Amount /IDIS #	
Project Location	

### LMC Clientele Criteria (Must Provide documentation as required)

☐ **1. Low-Mod Clientele (LMC)** – Documentation showing that the activity is designed for and used by a segment of the population presumed by HUD to be LMC persons;

1. Business development training
2. Assistance business operations related support
3. Facilitating networking opportunities
4. Business planning or accounting
5. Expanding availability of services to businesses through an established marketing and outreach plan targeted to businesses located in the County's NRSA's and Eligible Block Groups

☐ **2. Neighborhood Revitalization Strategy Area (NRSA)** – Be of such a nature and in a location that it may be concluded that the BUSINESS is located in an NRSA:

\*Services Near You Print Out (Must be Attached)  
[\(http://gisweb.miamidade.gov/CommunityServices/\)](http://gisweb.miamidade.gov/CommunityServices/)

☐ ☐

1. Biscayne North
2. Cutler Ridge
3. Goulds
4. Leisure City/Naranja
5. Model City
6. Opa-Locka
7. Perrine
8. South Miami
9. West Little River

**Neighborhood Outreach Areas – Listed under the NRSA on webpage but they are not a Miami-Dade County NRSA**

Melrose

NOTE: SHOULD ANY OF THE ABOVE NOT BE PROVIDED, QUARTERLY PROGRESS REPORTS WILL BE RETURNED TO THE AGENCY AND WILL BE CONSIDERED NON-COMPLIANT

## PHCD SUBMITTAL OF PUBLIC SERVICE CHECKLIST – TECHNICAL ASSISTANCE

North Miami

Sweetwater

West Kendall

☐ **3. Required Documentation:** – Data showing the size and annual income for the family of each business owner receiving the benefit are LMC.

### **BUSINESS OWNER REQUIRED DOCUMENTATION A MUST – NO EXCEPTIONS**

(All must be provided)

	Yes	No
* PHCD General CDBG Intake Eligibility Form (Current Income Must be Attached)	<input type="checkbox"/>	<input type="checkbox"/>
* Household Member (Income)	<input type="checkbox"/>	<input type="checkbox"/>
* Picture Id w/ Proof of current Address	<input type="checkbox"/>	<input type="checkbox"/>
* Business License / Local Tax Receipt	<input type="checkbox"/>	<input type="checkbox"/>

#### **Select One Form of Proof to Provide:**

* Pay Stub(s) from Business Employment	<input type="checkbox"/>	<input type="checkbox"/>
* Current Personal Income Taxes	<input type="checkbox"/>	<input type="checkbox"/>

### **IF IN AN NRSA**

### **BUSINESS OWNER REQUIRED DOCUMENTATION A MUST – NO EXCEPTIONS**

	Yes	No
* PHCD General CDBG Intake Eligibility Form (Current Income Must be Attached)	<input type="checkbox"/>	<input type="checkbox"/>
* Business License / Local Tax Receipt	<input type="checkbox"/>	<input type="checkbox"/>
* Picture Id w/ Proof of current Address	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
Prepared by (Print) Agency Official

\_\_\_\_\_  
Signature and Date

NOTE: SHOULD ANY OF THE ABOVE NOT BE PROVIDED, QUARTERLY PROGRESS REPORTS WILL BE RETURNED TO THE AGENCY AND WILL BE CONSIDERED NON-COMPLIANT





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			<input type="checkbox"/> Yes <input type="checkbox"/> No
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No
6.				<input type="checkbox"/> Yes <input type="checkbox"/> No
7.				<input type="checkbox"/> Yes <input type="checkbox"/> No
8.				<input type="checkbox"/> Yes <input type="checkbox"/> 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.

### Income Limits for Fiscal Year 2015-16 (Effective 03/06/2015)

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		\$14,250		\$23,700		\$37,950
	2		\$16,250		\$27,100		\$43,350
	3		\$20,090		\$30,500		\$48,750
	4		\$24,250		\$33,850		\$54,150
	5		\$28,410		\$36,600		\$58,500
	6		\$32,570		\$39,300		\$62,850
	7		\$36,730		\$42,000		\$67,150
	8		\$40,890		\$44,700		\$71,500

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/V3



# VIVIENDA PÚBLICA Y DESARROLLO COMUNITARIO

## FORMULARIO GENERAL DE ADMISIÓN PARA CDBG

INGRESOS (LMI\*, por sus siglas en inglés), CLIENTES (LMC\*\*, por sus siglas en inglés), EMPLEOS (LMJ\*\*\*, por sus siglas en inglés),  
VIVIENDAS (LMH\*\*\*\*, por sus siglas en inglés) BAJOS Y MODERADOS

NOMBRE: \_\_\_\_\_ TELÉFONO: \_\_\_\_\_

DIRECCIÓN: \_\_\_\_\_ CÓDIGO POSTAL: \_\_\_\_\_

Género: ☐ Masculino ☐ Femenino Origen étnico: ☐ Hispano ☐ No Hispano

Raza (Por favor, marque la categoría de raza que le corresponde):

- ☐ Blanco ☐ Negro/Afro Americano ☐ Indígena Estadounidense/Nativo de Alaska  
☐ Asiático ☐ Negro/Afro Americano y Blanco ☐ Indígena Estadounidense/Nativo de Alaska y Blanco  
☐ Asiático y Blanco ☐ Nativo de Hawaii/ Otras Islas del Pacífico ☐ Otros: Multi Racial  
☐ Indígena Estadounidense / Nativo de Alaska / Afro Americano

Menciónese a Usted mismo y a todas las personas que ocupan la Vivienda

	Parentesco	Género	Edad	¿Empleado?
1.	Autónomo			<input type="checkbox"/> Sí <input type="checkbox"/> No
2.				<input type="checkbox"/> Sí <input type="checkbox"/> No
3.				<input type="checkbox"/> Sí <input type="checkbox"/> No
4.				<input type="checkbox"/> Sí <input type="checkbox"/> No
5.				<input type="checkbox"/> Sí <input type="checkbox"/> No
6.				<input type="checkbox"/> Sí <input type="checkbox"/> No
7.				<input type="checkbox"/> Sí <input type="checkbox"/> No
8.				<input type="checkbox"/> Sí <input type="checkbox"/> No

### DATOS DE LA VERIFICACIÓN DE INGRESOS

La ayuda que Usted recibe se determina en parte por el número de miembros en su núcleo familiar y de sus ingresos. Todos los ingresos y los bienes deberán ser verificados antes de que la elegibilidad sea concedida. El ingreso incluye todas las sumas de dinero que reciben todos los miembros del núcleo familiar mayores de 18 años. Los salarios, sueldos, propinas, comisiones; los ingresos como trabajador por cuenta propia; Pensiones de jubilación, de supervivencia, por discapacidad; la jubilación del Seguro Social o del Ferrocarril, el Ingreso Suplementario de Seguridad, la Ayuda a las Familias con Niños Dependientes (AFDC, por sus siglas en inglés), la Ayuda Temporal a las Familias Necesitadas (TANF, por sus siglas en inglés), los Sellos para Alimentos, u otro tipo de ayuda pública, o de programas públicos de ayuda social, o de ingresos provenientes de patrimonios o fideicomisos; así como otras fuentes regulares de ingresos, incluyendo los pagos a los Veteranos (VA, por sus siglas en inglés), la compensación por desempleo, la pensión alimenticia y la manutención de menores deberán ser declarados.

Miembro del Núcleo Familiar	Fuente de Ingresos	Monto del Ingreso Bruto Mensual Recibido
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

**Documentación Aceptable para verificar la Elegibilidad a partir de los Ingresos:** Copia de las colillas de pago (del empleador anterior), la Ayuda a las Familias con Niños Dependientes (AFDC, por sus siglas en inglés) o la Ayuda Temporal a las Familias Necesitadas (TANF, por sus siglas en inglés) la Impresión o la Carta Oficial de las Estampillas de Alimentos, la Carta confirmando





## VIVIENDA PÚBLICA Y DESARROLLO COMUNITARIO

### FORMULARIO GENERAL DE ADMISIÓN PARA CDBG

la cantidad de beneficios percibidos por desempleo, la prueba de la manutención de menores o del pago de la pensión alimenticia, la prueba del SSA/SSI o de los Beneficios de los Veteranos o la prueba de los ingresos por jubilación. **DEBERÁ ADJUNTARSE UNA COPIA DE LOS DOCUMENTOS – SIN EXCEPCIÓN.**

Quien suscribe, el solicitante, por medio de la presente autorizo a \_\_\_\_\_ a fin de que verifique mis antecedentes personales, incluyendo: \_\_\_\_\_ (Nombre de la Agencia) los salarios, pensiones e inversiones. Se entiende que esta autorización se otorga con el único propósito de certificar mi elegibilidad para la ayuda financiera federal, y que toda la información adquirida en este sentido seguirá siendo confidencial.

CON MI FIRMA, RECONOZCO QUE TODA LA INFORMACIÓN QUE HE PROPORCIONADO ES VERDADERA Y CORRECTA A MI LEAL SABER Y ENTENDER. SOY CONCIENTE DE QUE SI HAGO ALGUNA DECLARACIÓN FALSA INTENCIONALMENTE EN ESTA CERTIFICACIÓN O EN CUALQUIER OTRA DOCUMENTACIÓN QUE PROPORCIONE PARA LA ELEGIBILIDAD DEL PROGRAMA, PUEDO SER CASTIGADO CON MULTAS O CON LA CÁRCEL DE HASTA CINCO (5) AÑOS, O AMBOS, BAJO LA SECCIÓN 1001 DEL TÍTULO 18, DEL CÓDIGO DE LOS ESTADOS UNIDOS, Y QUE TAMBIÉN PODRÍA ESTAR SUJETO A LAS MULTAS Y SANCIONES CIVILES Y/O ADMINISTRATIVAS PERTINENTES.

Firma del Solicitante

Fecha

<b>ELEGIBILIDAD DE LOS INGRESOS PARA EL SUBSIDIO EN BLOQUE PARA EL DESARROLLO COMUNITARIO (CDBG, por sus siglas en inglés)</b>	<b>24 CFR 570.208</b>	
Actividad clasificada bajo los ingresos y la composición del grupo familiar	24 CFR 570.208(a)(2)(i)(B)	24 CFR 570.506(b)(3)(iii)
La actividad se clasifica a partir de los requisitos de elegibilidad de los ingresos que se limitan exclusivamente a las personas de ingresos bajos y moderados	24 CFR 570.208(a)(2)(i)(C)	24 CFR 570.506(b)(3)(iii)

#### DEFINICIONES / 24 CFR 570.3

**Familia:** Se refiere a todas las personas que vivan en la misma casa, que están relacionadas por nacimiento, matrimonio o adopción.

**Núcleo Familiar:** Se refiere a todas las personas que ocupan la vivienda. Los ocupantes podrían ser una sola familia, una persona viviendo sola, dos o más familias viviendo juntas o cualquier otro grupo de personas relacionadas o no que compartan las condiciones en materia de vivienda.

**Ingresos:** Con el fin de determinar si los ingresos de una familia o de un núcleo familiar son bajos o moderados dentro de la Subsección C de esta sección, los beneficiarios podrían seleccionar cualquiera de las tres definiciones enumeradas abajo para cada actividad, salvo que las actividades integralmente relacionadas que sean del mismo tipo y que califiquen dentro del mismo apartado del 570.208(a) deban utilizar la misma definición de los ingresos. La opción de elegir una definición no se aplica a las actividades que califican con el 570.208(a)(1) (Actividades de beneficio del área), salvo cuando el beneficiario lleve a cabo una investigación de acuerdo con el 570.208(a)(1)(vi). Las actividades que califican de acuerdo con el 570.208(a)(1) generalmente deberán utilizar los datos de ingresos del área provistos por HUD a los beneficiarios. Las **tres definiciones** son las siguientes:

(i) **Los ingresos anuales** tal como se los define en el programa de Pagos de Ayuda para la Vivienda de la Sección 8 en el Título 24 del Código Federal de Regulaciones 813.106 (salvo que la ayuda para la CDBG que se proporcione tenga relación con la rehabilitación al propietario de acuerdo con el 570.202, el valor de la residencia principal del propietario se podría excluir del cálculo de los Activos Netos de la Familia); o bien

Calcular los ingresos anuales de una familia o de un núcleo familiar efectuando una proyección de la tasa predominante de ingresos de cada persona al momento de proporcionársele la ayuda a la persona, a la familia o al núcleo familiar (según corresponda).

**El Ingreso anual estimado** deberá incluir los ingresos de toda la familia o de los miembros del núcleo familiar, según sea el caso. La mejora en los ingresos o en los bienes derivada de la actividad de la ayuda del CDBG no se considerará para calcular los ingresos anuales.

**Hogar de ingresos bajos y moderados** se refiere a un núcleo familiar que tiene un ingreso igual o inferior al límite de bajos ingresos de la Sección 8 establecido por HUD. (LMH, por sus siglas en inglés)

*Advertencia: El Título 18, Artículo 1001 del Código de los Estados Unidos establece que una persona será hallada culpable de un delito penal grave cuando intencionalmente haga declaraciones falsas o fraudulentas ante cualquier departamento o agencia de los Estados Unidos. La ley estatal podría prever sanciones para las declaraciones falsas o fraudulentas.*



Este material está disponible en un formato accesible a petición.

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## VIVIENDA PÚBLICA Y DESARROLLO COMUNITARIO

### FORMULARIO GENERAL DE ADMISIÓN PARA CDBG

**Persona de ingresos bajos y moderados** se refiere a un miembro de la familia cuyo ingreso es equivalente o inferior al límite de ingresos bajos de la Sección 8 establecido por HUD. Los individuos no emparentados se considerarán familias unipersonales para este propósito. (LMI, por sus siglas en inglés)

**Hogar de ingresos bajos** se refiere a un hogar con un ingreso igual o inferior al límite de ingresos muy bajo de la Sección 8 establecido por HUD. (LMH, por sus siglas en inglés)

**Persona de Bajos Ingresos** se refiere a un miembro de una familia cuyo es un ingreso igual o inferior al límite de ingresos muy bajos de la Sección 8 establecido por HUD. Los individuos no emparentados deberán considerarse como familias unipersonales para este propósito. (LMC, por sus siglas en inglés)

#### INSTRUCCIONES PARA LA AGENCIA DE EJECUCIÓN

Usted deberá pedir primeramente la verificación de terceros. Se trata de una verificación proveniente directamente de la fuente de ingresos. La solicitud puede ser enviada por correo, por fax o por correo electrónico. Deberá quedar bien claro que fue recibida de la fuente.

#### Límites de los Ingresos para el Año Fiscal 2015-16 (Vigente el 06/03/2015)

Por favor marque la cajita correspondiente al tamaño de su grupo familiar y a la cantidad de su ingreso

✓	Tamaño del Grupo Familiar	✓	Extremadamente bajo (30% de la media)	✓	Muy bajo (50% de la media)	✓	Bajo (80% de la media)
	1		\$14.250		\$23.700		\$37.950
	2		\$16.250		\$27.100		\$43.350
	3		\$20.090		\$30.500		\$48.750
	4		\$24.250		\$33.850		\$54.150
	5		\$28.410		\$36.600		\$58.500
	6		\$32.570		\$39.300		\$62.850
	7		\$36.730		\$42.000		\$67.150
	8		\$40.890		\$44.700		\$71.500

Note:

LMI\* (LOW-MODERATE INCOME): Ingresos bajos o moderados

LMC\*\* (LOW-MODERATE CLIENTELE): Clientela de Ingresos bajos o moderados

LMJ\*\*\* (LOW-MODERATE JOBS): Empleos de Ingresos bajos o moderados

LMH\*\*\*\* (LOW-MODERATE HOUSING): Vivienda de Ingresos bajos o moderados

*Advertencia: El Título 18, Artículo 1001 del Código de los Estados Unidos establece que una persona será hallada culpable de un delito penal grave cuando intencionalmente haga declaraciones falsas o fraudulentas ante cualquier departamento o agencia de los Estados Unidos. La ley estatal podría prever sanciones para las declaraciones falsas o fraudulentas.*



Este material está disponible en un formato accesible a petición.

CD/17/51712/V3

# Attachment # 52

## Job Creation Checklist



## PHCD SUBMITTAL OF ECONOMIC DEVELOPMENT JOB CREATION CHECKLIST

Agency	
Activity Name	
Funding Source / Year	
Amount /IDIS #	
Project Location	

### DOCUMENTS SUBMITTAL

Yes      No

1. Agreement for Financial Assistance/Technical Assistance Services for the Creation of Jobs (filled out in its Entirety) ☐      ☐
  
2. Employee Roster As of \_\_\_\_\_ (Current Date) ☐      ☐
  - ☐ List All Current Employees
  - ☐ List All Vacant Positions
  - ☐ List all Proposed Number of Jobs to Be Created
  
3. General CDBG Intake Eligibility Form (Current Income Must be Attached – Select 1 below)
 

<input type="checkbox"/> Pay Stub(s)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Aid to Families with Dependent Children (AFDC) or Temporary Assistance to Needy Families (TANF)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Food Stamp Official Print out Letter	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Unemployment Benefits Letter with Amount	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Proof of Child Support or Alimony	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Proof of SSA/SSI or Veteran's Benefits	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Proof of Retirement Income	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other Income	<input type="checkbox"/>	<input type="checkbox"/>
  
4. Job Creation Verification Form (NON-NRSA - Income Must be Attached)  
(Must include Copy of Employee Pay Stub to match date of hire) ☐      ☐
  
  

DATE OF HIRE: \_\_\_\_\_

☐      ☐

DATE FORM SIGNED: \_\_\_\_\_  
**(DATES MUST MATCH)**

☐      ☐
  
5. Job Creation Verification Form (NRSA ) - Proof Must be Attached) ☐      ☐
  
  

DATE OF HIRE: \_\_\_\_\_

☐      ☐

DATE FORM SIGNED: \_\_\_\_\_  
**(DATES MUST MATCH)**

☐      ☐

NOTE: SHOULD ANY OF THE ABOVE NOT BE PROVIDED, QUARTERLY PROGRESS REPORTS WILL BE RETURNED TO THE AGENCY AND WILL BE CONSIDERED NON-COMPLIANT

## PHCD SUBMITTAL OF ECONOMIC DEVELOPMENT JOB CREATION CHECKLIST

### REQUIRED DOCUMENTATION- NO EXCEPTIONS

Yes No

Obtain documentation that shows the client lives at the address which is located in an NRSA – Select 1 below

Yes No

\* Proof of location:

\* Child(ren) School Records (showing home address)

☐ ☐

\* Driver License

☐ ☐

\* Utility Bill (FPL, Water & Sewer, etc)

☐ ☐

### REQUIRED DOCUMENTATION- NO EXCEPTIONS

Yes No

\* PHCD General CDBG Intake Eligibility Form (Must be Attached)

☐ ☐

\*Services Near You Print Out (Must be Attached)

(<http://gisweb.miamidade.gov/CommunityServices/>)

☐ ☐

### Neighborhood Revitalization Strategic Areas (NRSA)

1. Biscayne North
2. Cutler Ridge
3. Goulds
4. Leisure City/Naranja
5. Model City
6. Opa-Locka
7. Perrine
8. South Miami
9. West Little River

6. Current Employee Roster Summary  
(Must show New Hired Employee)

☐ ☐

Prepared by (Print) Agency Official

Signature and Date

NOTE: SHOULD ANY OF THE ABOVE NOT BE PROVIDED, QUARTERLY PROGRESS REPORTS WILL BE RETURNED TO THE AGENCY AND WILL BE CONSIDERED NON-COMPLIANT



## PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

Attachment C-1

### AGREEMENT FOR FINANCIAL ASSISTANCE/TECHNICAL ASSISTANCE SERVICES FOR THE CREATION OF JOBS

In order to receive the various forms of Financial/Technical Assistance available through \_\_\_\_\_, businesses must enter into an Agreement to make "available" and to "document" the job creation for the benefit of low and moderate-income residents resulting from the technical assistance and/or financial assistance provided to your business.

Through this Agreement, you are committing your business operating under the name of \_\_\_\_\_ to:

- 1) Make available 51% of the resulting jobs to low- and moderate-income individuals.
- 2) Provide a list of the job titles of the permanent jobs expected to be created, which will be available to low/moderate-income individuals and which jobs require special skills or education and which are part-time, if any;
- 3) Provide a description of steps to be taken by your business to ensure that low- and moderate-income individuals receive first consideration for the jobs created;
- 4) Maintain a list of permanent jobs filled, available to low- and moderate-income individuals, and a brief description of the hiring process; and
- 5) Complete an annual report of all jobs created with names, income status, position titles, healthcare benefits, if any, and whether persons hired were unemployed at the time of hiring.

The applicant signing below understands the information in this Agreement, understands that \_\_\_\_\_ will not provide all the assistance requested by your business until action is executed.

\_\_\_\_\_  
(Agreed By) Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Duns Number – Required/Mandatory  
(To obtain a DUNS #, PLEASE CALL 1-866-705-5711)

\_\_\_\_\_  
Intake Office (Name of Agency)

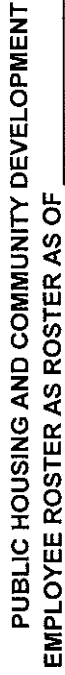
\_\_\_\_\_  
Date

*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.

AMCD/\_\_\_/62112



BUSINESS NAME:			
BUSINESS CONTACT PERSON(S):			
BUSINESS ADDRESS:			
BUSINESS DUNS NUMBER:		BUSINESS TELEPHONE:	

[illegible][illegible][illegible]



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			<input type="checkbox"/> Yes <input type="checkbox"/> No
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No
6.				<input type="checkbox"/> Yes <input type="checkbox"/> No
7.				<input type="checkbox"/> Yes <input type="checkbox"/> No
8.				<input type="checkbox"/> Yes <input type="checkbox"/> 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**

<b>CDBG INCOME ELIGIBILITY</b>	<b>24 CFR 570.208</b>	
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.

**Income Limits for Fiscal Year 2015-16 (Effective 03/06/2015)**

**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		\$14,250		\$23,700		\$37,950
	2		\$16,250		\$27,100		\$43,350
	3		\$20,090		\$30,500		\$48,750
	4		\$24,250		\$33,850		\$54,150
	5		\$28,410		\$36,600		\$58,500
	6		\$32,570		\$39,300		\$62,850
	7		\$36,730		\$42,000		\$67,150
	8		\$40,890		\$44,700		\$71,500

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





## VIVIENDA PÚBLICA Y DESARROLLO COMUNITARIO

### FORMULARIO GENERAL DE ADMISIÓN PARA CDBG

INGRESOS (LMI\*, por sus siglas en inglés), CLIENTES (LMC\*\*, por sus siglas en inglés), EMPLEOS (LMJ\*\*\*, por sus siglas en inglés),  
VIVIENDAS (LMH\*\*\*\*, por sus siglas en inglés) BAJOS Y MODERADOS

NOMBRE: \_\_\_\_\_ TELÉFONO: \_\_\_\_\_  
DIRECCIÓN: \_\_\_\_\_ CÓDIGO POSTAL: \_\_\_\_\_

Género: ☐ Masculino ☐ Femenino Origen étnico: ☐ Hispano ☐ No Hispano

Raza (Por favor, marque la categoría de raza que le corresponde):

- ☐ Blanco ☐ Negro/Afro Americano ☐ Indígena Estadounidense/Nativo de Alaska  
☐ Asiático ☐ Negro/Afro Americano y Blanco ☐ Indígena Estadounidense/Nativo de Alaska y Blanco  
☐ Asiático y Blanco ☐ Nativo de Hawaii/ Otras Islas del Pacífico ☐ Otros: Multi Racial  
☐ Indígena Estadounidense / Nativo de Alaska / Afro Americano

Menciónese a Usted mismo y a todas las personas que ocupan la Vivienda

	Parentesco	Género	Edad	¿Empleado?
1.	Autónomo			<input type="checkbox"/> Sí <input type="checkbox"/> No
2.				<input type="checkbox"/> Sí <input type="checkbox"/> No
3.				<input type="checkbox"/> Sí <input type="checkbox"/> No
4.				<input type="checkbox"/> Sí <input type="checkbox"/> No
5.				<input type="checkbox"/> Sí <input type="checkbox"/> No
6.				<input type="checkbox"/> Sí <input type="checkbox"/> No
7.				<input type="checkbox"/> Sí <input type="checkbox"/> No
8.				<input type="checkbox"/> Sí <input type="checkbox"/> No

#### DATOS DE LA VERIFICACIÓN DE INGRESOS

La ayuda que Usted recibe se determina en parte por el número de miembros en su núcleo familiar y de sus ingresos. Todos los ingresos y los bienes deberán ser verificados antes de que la elegibilidad sea concedida. El ingreso incluye todas las sumas de dinero que reciben todos los miembros del núcleo familiar mayores de 18 años. Los salarios, sueldos, propinas, comisiones; los ingresos como trabajador por cuenta propia; Pensiones de jubilación, de supervivencia, por discapacidad; la jubilación del Seguro Social o del Ferrocarril, el Ingreso Suplementario de Seguridad, la Ayuda a las Familias con Niños Dependientes (AFDC, por sus siglas en inglés), la Ayuda Temporal a las Familias Necesitadas (TANF, por sus siglas en inglés), los Sellos para Alimentos, u otro tipo de ayuda pública, o de programas públicos de ayuda social, o de ingresos provenientes de patrimonios o fideicomisos; así como otras fuentes regulares de ingresos, incluyendo los pagos a los Veteranos (VA, por sus siglas en inglés), la compensación por desempleo, la pensión alimenticia y la manutención de menores deberán ser declarados.

Miembro del Núcleo Familiar	Fuente de Ingresos	Monto del Ingreso Bruto Mensual Recibido
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

**Documentación Aceptable para verificar la Elegibilidad a partir de los Ingresos:** Copia de las colillas de pago (del empleador anterior), la Ayuda a las Familias con Niños Dependientes (AFDC, por sus siglas en inglés) o la Ayuda Temporal a las Familias Necesitadas (TANF, por sus siglas en inglés) la Impresión o la Carta Oficial de las Estampillas de Alimentos, la Carta confirmando





## VIVIENDA PÚBLICA Y DESARROLLO COMUNITARIO FORMULARIO GENERAL DE ADMISIÓN PARA CDBG

la cantidad de beneficios percibidos por desempleo, la prueba de la manutención de menores o del pago de la pensión alimenticia, la prueba del SSA/SSI o de los Beneficios de los Veteranos o la prueba de los ingresos por jubilación. **DEBERÁ ADJUNTARSE UNA COPIA DE LOS DOCUMENTOS – SIN EXCEPCIÓN.**

Quien suscribe, el solicitante, por medio de la presente autorizo a \_\_\_\_\_ a fin de que verifique mis antecedentes personales, incluyendo: \_\_\_\_\_ (Nombre de la Agencia) los salarios, pensiones e inversiones. Se entiende que esta autorización se otorga con el único propósito de certificar mi elegibilidad para la ayuda financiera federal, y que toda la información adquirida en este sentido seguirá siendo confidencial.

CON MI FIRMA, RECONOZCO QUE TODA LA INFORMACIÓN QUE HE PROPORCIONADO ES VERDADERA Y CORRECTA A MI LEAL SABER Y ENTENDER. SOY CONCIENTE DE QUE SI HAGO ALGUNA DECLARACIÓN FALSA INTENCIONALMENTE EN ESTA CERTIFICACIÓN O EN CUALQUIER OTRA DOCUMENTACIÓN QUE PROPORCIONE PARA LA ELEGIBILIDAD DEL PROGRAMA, PUEDO SER CASTIGADO CON MULTAS O CON LA CÁRCEL DE HASTA CINCO (5) AÑOS, O AMBOS, BAJO LA SECCIÓN 1001 DEL TÍTULO 18, DEL CÓDIGO DE LOS ESTADOS UNIDOS, Y QUE TAMBIÉN PODRÍA ESTAR SUJETO A LAS MULTAS Y SANCIONES CIVILES Y/O ADMINISTRATIVAS PERTINENTES.

Firma del Solicitante

Fecha

ELEGIBILIDAD DE LOS INGRESOS PARA EL SUBSIDIO EN BLOQUE PARA EL DESARROLLO COMUNITARIO (CDBG, por sus siglas en inglés)	24 CFR 570.208	
Actividad clasificada bajo los ingresos y la composición del grupo familiar	24 CFR 570.208(a)(2)(i)(B)	24 CFR 570.506(b)(3)(iii)
La actividad se clasifica a partir de los requisitos de elegibilidad de los ingresos que se limitan exclusivamente a las personas de ingresos bajos y moderados	24 CFR 570.208(a)(2)(i)(C)	24 CFR 570.506(b)(3)(iii)

### DEFINICIONES / 24 CFR 570.3

**Familia:** Se refiere a todas las personas que vivan en la misma casa, que están relacionadas por nacimiento, matrimonio o adopción.

**Núcleo Familiar:** Se refiere a todas las personas que ocupan la vivienda. Los ocupantes podrían ser una sola familia, una persona viviendo sola, dos o más familias viviendo juntas o cualquier otro grupo de personas relacionadas o no que compartan las condiciones en materia de vivienda.

**Ingresos:** Con el fin de determinar si los ingresos de una familia o de un núcleo familiar son bajos o moderados dentro de la Subsección C de esta sección, los beneficiarios podrían seleccionar cualquiera de las tres definiciones enumeradas abajo para cada actividad, salvo que las actividades integralmente relacionadas que sean del mismo tipo y que califiquen dentro del mismo apartado del 570.208(a) deban utilizar la misma definición de los ingresos. La opción de elegir una definición no se aplica a las actividades que califican con el 570.208(a)(1) (Actividades de beneficio del área), salvo cuando el beneficiario lleve a cabo una investigación de acuerdo con el 570.208(a)(1)(vi). Las actividades que califican de acuerdo con el 570.208(a)(1) generalmente deberán utilizar los datos de ingresos del área provistos por HUD a los beneficiarios. Las **tres definiciones** son las siguientes:

(i) **Los ingresos anuales** tal como se los define en el programa de Pagos de Ayuda para la Vivienda de la Sección 8 en el Título 24 del Código Federal de Regulaciones 813.106 (salvo que la ayuda para la CDBG que se proporcione tenga relación con la rehabilitación al propietario de acuerdo con el 570.202, el valor de la residencia principal del propietario se podría excluir del cálculo de los Activos Netos de la Familia); o bien

Calcular los ingresos anuales de una familia o de un núcleo familiar efectuando una proyección de la tasa predominante de ingresos de cada persona al momento de proporcionársele la ayuda a la persona, a la familia o al núcleo familiar (según corresponda).

**El Ingreso anual estimado** deberá incluir los ingresos de toda la familia o de los miembros del núcleo familiar, según sea el caso. La mejora en los ingresos o en los bienes derivada de la actividad de la ayuda del CDBG no se considerará para calcular los ingresos anuales.

**Hogar de ingresos bajos y moderados** se refiere a un núcleo familiar que tiene un ingreso igual o inferior al límite de bajos ingresos de la Sección 8 establecido por HUD. (LMH, por sus siglas en inglés)

*Advertencia: El Título 18, Artículo 1001 del Código de los Estados Unidos establece que una persona será hallada culpable de un delito penal grave cuando intencionalmente haga declaraciones falsas o fraudulentas ante cualquier departamento o agencia de los Estados Unidos. La ley estatal podría prever sanciones para las declaraciones falsas o fraudulentas.*





## VIVIENDA PÚBLICA Y DESARROLLO COMUNITARIO

### FORMULARIO GENERAL DE ADMISIÓN PARA CDBG

**Persona de ingresos bajos y moderados** se refiere a un miembro de la familia cuyo ingreso es equivalente o inferior al límite de ingresos bajos de la Sección 8 establecido por HUD. Los individuos no emparentados se considerarán familias unipersonales para este propósito. (LMI, por sus siglas en inglés)

**Hogar de ingresos bajos** se refiere a un hogar con un ingreso igual o inferior al límite de ingresos muy bajo de la Sección 8 establecido por HUD. (LMH, por sus siglas en inglés)

**Persona de Bajos Ingresos** se refiere a un miembro de una familia cuyo es un ingreso igual o inferior al límite de ingresos muy bajos de la Sección 8 establecido por HUD. Los individuos no emparentados deberán considerarse como familias unipersonales para este propósito. (LMC, por sus siglas en inglés)

#### INSTRUCCIONES PARA LA AGENCIA DE EJECUCIÓN

Usted deberá pedir primeramente la verificación de terceros. Se trata de una verificación proveniente directamente de la fuente de ingresos. La solicitud puede ser enviada por correo, por fax o por correo electrónico. Deberá quedar bien claro que fue recibida de la fuente.

#### Límites de los Ingresos para el Año Fiscal 2015-16 (Vigente el 06/03/2015)

Por favor marque la cajita correspondiente al tamaño de su grupo familiar y a la cantidad de su ingreso

✓	Tamaño del Grupo Familiar	✓	Extremadamente bajo (30% de la media)	✓	Muy bajo (50% de la media)	✓	Bajo (80% de la media)
	1		\$14.250		\$23.700		\$37.950
	2		\$16.250		\$27.100		\$43.350
	3		\$20.090		\$30.500		\$48.750
	4		\$24.250		\$33.850		\$54.150
	5		\$28.410		\$36.600		\$58.500
	6		\$32.570		\$39.300		\$62.850
	7		\$36.730		\$42.000		\$67.150
	8		\$40.890		\$44.700		\$71.500

Note:

LMI\* (LOW-MODERATE INCOME): Ingresos bajos o moderados

LMC\*\* (LOW-MODERATE CLIENTELE): Clientela de Ingresos bajos o moderados

LMJ\*\*\* (LOW-MODERATE JOBS): Empleos de Ingresos bajos o moderados

LMH\*\*\*\* (LOW-MODERATE HOUSING): Vivienda de Ingresos bajos o moderados

*Advertencia: El Título 18, Artículo 1001 del Código de los Estados Unidos establece que una persona será hallada culpable de un delito penal grave cuando intencionalmente haga declaraciones falsas o fraudulentas ante cualquier departamento o agencia de los Estados Unidos. La ley estatal podría prever sanciones para las declaraciones falsas o fraudulentas.*



Este material está disponible en un formato accesible a petición.

CD/17/51712/V3



**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT  
JOB CREATION VERIFICATION (NON-NRSA)**

THE COMPANY IN WHICH YOU ARE APPLYING FOR EMPLOYMENT HAS RECEIVED FEDERAL ASSISTANCE. THE INFORMATION REQUESTED IN THIS FORM IS REQUIRED BY THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

Name of Employer: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name of Employee: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Were you unemployed prior to taking your job? ☐ Yes ☐ No

Does your employer offer employer sponsored health care benefit? ☐ Yes ☐ No

**Please check the box next to the job title that best describes your position:**

- |                                                 |                                               |                                                    |
|-------------------------------------------------|-----------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Officials and Managers | <input type="checkbox"/> Sales                | <input type="checkbox"/> Operatives (semi-skilled) |
| <input type="checkbox"/> Professional           | <input type="checkbox"/> Office and Clerical  | <input type="checkbox"/> Laborer (unskilled)       |
| <input type="checkbox"/> Technicians            | <input type="checkbox"/> Craft work (skilled) | <input type="checkbox"/> Service workers           |

Job Title: \_\_\_\_\_ Full Time: ☐ Yes ☐ No If part-time, number of hours: \_\_\_\_\_ / wk

**DEMOGRAPHIC INFORMATION**

**Gender:** ☐ Male ☐ Female

**Ethnicity:** ☐ Hispanic ☐ Not Hispanic

**Racial Category (select one below):**

- |                                                                                     |                                                                 |                                                                 |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> White                                                      | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> American Indian/Alaskan Native         |
| <input type="checkbox"/> Asian                                                      | <input type="checkbox"/> Black/African American & White         | <input type="checkbox"/> American Indian/Alaskan Native & White |
| <input type="checkbox"/> Asian & White                                              | <input type="checkbox"/> Native Hawaiian/Other Pacific Islander | <input type="checkbox"/> Other: Multi Racial                    |
| <input type="checkbox"/> American Indian or Alaskan Native & Black/African American |                                                                 |                                                                 |

TOTAL FAMILY SIZE (Please circle one):    1    2    3    4    5    6    7    8

TOTAL FAMILY SIZE INCOME: \_\_\_\_\_

**NOTE: EMPLOYER MUST INCLUDE A COPY OF THE ABOVE EMPLOYEE'S FIRST PAY STUB – NO EXCEPTIONS.**



*Please see reverse side for family size and household income.*





**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT  
JOB CREATION VERIFICATION (NON-NRSA)**

Please circle the appropriate column for your family size and household income.

**Income Limits for Fiscal Year 2015-16 (Effective 03/06/2015)**

Family Size	Extremely Low (30% of Median)	Very Low (50% of Median)	Low (80% of Median)
1	\$14,2500	\$23,700	\$37,950
2	\$16,250	\$27,100	\$43,350
3	\$20,090	\$30,500	\$48,750
4	\$24,250	\$33,850	\$54,150
5	\$28,410	\$36,600	\$58,500
6	\$32,570	\$39,300	\$62,850
7	\$36,730	\$42,000	\$67,150
8	\$40,890	\$44,700	\$71,500

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.

\_\_\_\_\_  
Employee's Name (Print/Type)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

*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.*



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## PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

### COMMUNITY DEVELOPMENT BLOCK GRANT JOB CREATION VERIFICATION (NRSA)

THE COMPANY IN WHICH YOU ARE APPLYING FOR EMPLOYMENT HAS RECEIVED FEDERAL ASSISTANCE. THE INFORMATION REQUESTED IN THIS FORM IS REQUIRED BY THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

To determine if the business and/or employee is located and/or lives in an NRSA please go to:

<http://gisweb.miamidade.gov/CommunityServices/>

(Must attach map printout, copy of a valid driver's license and one (1) of the following: utility bill (e.g., FPL or Water and Sewer bill), or school records.)

Name of NRSA: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name of Employee: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Were you unemployed prior to taking your job? ☐ Yes ☐ No

Does your employer offer employer sponsored health care benefit? ☐ Yes ☐ No

Please check the box next to the job title that best describes your position:

- |                                                 |                                               |                                                    |
|-------------------------------------------------|-----------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Officials and Managers | <input type="checkbox"/> Sales                | <input type="checkbox"/> Operatives (semi-skilled) |
| <input type="checkbox"/> Professional           | <input type="checkbox"/> Office and Clerical  | <input type="checkbox"/> Laborer (unskilled)       |
| <input type="checkbox"/> Technicians            | <input type="checkbox"/> Craft work (skilled) | <input type="checkbox"/> Service workers           |

Job Title: \_\_\_\_\_ Full Time: ☐ Yes ☐ No If part-time, number of hours: \_\_\_\_\_ / wk

#### DEMOGRAPHIC INFORMATION

Gender: ☐ Male ☐ Female

Ethnicity: ☐ Hispanic ☐ Not Hispanic

Racial Category (select one below):

- |                                                                                     |                                                                 |                                                                 |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> White                                                      | <input type="checkbox"/> Black/African American                 | <input type="checkbox"/> American Indian/Alaskan Native         |
| <input type="checkbox"/> Asian                                                      | <input type="checkbox"/> Black/African American & White         | <input type="checkbox"/> American Indian/Alaskan Native & White |
| <input type="checkbox"/> Asian & White                                              | <input type="checkbox"/> Native Hawaiian/Other Pacific Islander | <input type="checkbox"/> Other: Multi Racial                    |
| <input type="checkbox"/> American Indian or Alaskan Native & Black/African American |                                                                 |                                                                 |

TOTAL FAMILY SIZE (Please circle one): 1 2 3 4 5 6 7 8

TOTAL FAMILY SIZE INCOME: \_\_\_\_\_

**NOTE: EMPLOYER MUST INCLUDE A COPY OF THE ABOVE EMPLOYEE'S FIRST PAY STUB – NO EXCEPTIONS.**

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.

Employee's Name (Print/Type)

Employee's Signature

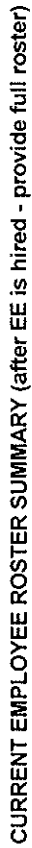
Date

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.





Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Number of Jobs: \_\_\_\_\_

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