



**LIVELY OAKS**

Request for Financing to Build  
Larger Permanent Supportive Housing Properties  
For Persons With Developmental Disabilities

**Submitted to  
Florida Housing Finance Corporation  
November 5, 2013**

**in Response to  
RFA 2013-004**

ARC of Martin County, Inc.  
2001 SW Kanner Highway  
Stuart, Florida 34994

# Attachment

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## **Attachment 1. Demographic Commitment**

The ARCMC anticipates that the intended residents of the Lively Oaks will have the following household characteristics:

**Primary Disability:** Developmentally Disabled (of which 40% are likely to also have a physical disability)

**Inappropriate, challenging behaviors**

**Age range:** 22 years – 75 years

**Gender:** Male and Female

**Limited or no spoken communication:** 30%

**Unemployed or underemployed:** 68%

Based on past experience, we anticipate that intended residents will be participants in the Medicaid Waiver program and recipients of Social Security (Supplemental Security Income). This means that they have under \$2,000 in assets or savings, which is less than 3% of the 2010 area median income for Martin/St. Lucie Counties (\$59,600).

These characteristics result in the following major needs:

**Functional:** Various levels of assistance with self-care activities such as toileting, changing position, dressing and bathing, and eating safely; Protection from any harm such as abuse, neglect, exploitation or abandonment;

**Behavioral:** Methods of managing behaviors that can cause property damage and various types of injury to the individual or other persons—resulting in broken skin, major bruising/swelling, or significant tissue or bone damage requiring physician/nurse attention—through interventions such as verbal prompts, instruction or redirection, environmental modifications, restrictions on movement, protective equipment, and medication;

**Physical/Health:** Physical and psychological support for frail, disabled elderly persons, including persons with Alzheimer's disease or related disorders; dementia-related issues such as elopement and identification of individuals; maintaining fitness and wellness; access to specialized sedation dental care; assistance wheeling a manual wheelchair, seizure management strategies including medication, enemas, special diets, and exercise;

**Life Skills:** Vocational and social skills training, social interaction, expressive communication using techniques such as visual schedules, picture exchange and electronic devices, and continuing education such as literacy;

**Employment:** Training for and placement in competitive jobs, and coaching to retain jobs;

**Transportation:** Dependence on family members or service providers to access services and community activities.

Years of experience providing adult services to support persons with developmental disabilities has taught ARCMC managers that residents prefer some of the same services and activities as typically developing residents, including:

- Common areas suitable for informal social interaction over meals and leisure activities such as games and puzzles
- Social activities such as dances and parties
- Weekly community outings to parks and restaurants
- Attending local celebrations from festivals to fairs

- Participation in faith-based activities such as services and celebrations at a house of worship
- Recreation, from movies and group sports like soccer and bowling to Special Olympics events, to individual workouts with exercise equipment, hiking and swimming, sailing and horseback riding
- Volunteering at community-based organizations and special events
- Creating artworks and participating in performing arts such as drama, singing, dance and playing musical instruments

Lively Oaks is committed to responding to these resident needs and preferences by acquiring a 1.5-acre parcel and developing five duplexes which will have a total of 30 residents plus a sustainable/therapeutic garden and a community building featuring an enclosed training classroom/meeting room, a nurse's office, manager's office, fitness equipment room, a social gathering area/gameroom and two two-bedroom units. This site will be linked to the contiguous 1.46-acre ARCMC-owned training center via accessible walkways, forming a campus accessible to the residents attending on-site life skills training.

The Lively Oaks site is within a 30-minute drive of amenities and services and will serve a subpopulation of elderly residents with developmental disabilities and memory disorders, enabling them to age in place in a more community-based setting than a nursing home or assisted living facility. Similar to ARCMC six-resident community residential homes, residents will have an opportunity to meet with staff at the beginning of each week to express their preferences regarding ongoing and weekly activities from furnishing the home to the type of activities outlined below. A list of such weekly activities reflecting residents' suggestions will be posted in each public gathering area. Staff, all of whom are trained in driver/vehicle safety, will use vans from ARCMC's 18-vehicle fleet to provide residents access to:

- life skills training (off-site to partners Goodwill Industries or Helping People Succeed, or on-site if an individual has ambulatory challenges)
- shopping for groceries
- household and personal items
- competitive employment
- volunteer jobs
- doctors' appointments, and
- various community activities.

The Treasure Coast offers amenities and events within an hour's drive of the proposed development. Residents have numerous opportunities to participate in cultural, recreational and educational/training activities in the community. Examples include fitness and swimming at the YMCA of the Treasure Coast, year-round green markets and other special events in Stuart, Jensen Beach, Port St. Lucie, and other nearby communities, public awareness walks by local nonprofits, plus dances, regular social gatherings at other community residential homes, restaurants, parks, baseball and football games, movies, bowling, beaches and museums.

Attachment

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## **Attachment 2: Outreach, Marketing and Tenant Selection**

In accordance with the Fair Housing Act, and to attract the full range of intended adult residents of various ages and functionality, including 20% without developmental disabilities and another 20% with more acute healthcare issues such as dementia, Alzheimer's, and severe arthritis, ARCMC will launch a multi-level outreach campaign. First, management will promote Lively Oaks to the community at large through media releases posted on our website ([www.arcmc.org](http://www.arcmc.org)) and Facebook page and sent to local newspapers, radio and television, and partners including area colleges and universities, local United Way offices, Kiwanis International, and several area veterans organizations.

The Lively Oaks manager, a professional experienced providing residential services to low-income people with and without disabilities, will also prepare a brochure in hard copy and electronic formats and distribute it to partners profiling the development's amenities. Notable amenities are: 1) accessibility for all residents, both on-site/in buildings and in terms of available transportation to doctors, jobs, life skills training, and a variety of community-based social, cultural and recreational activities (via ARCMC's extensive transportation system detailed in Attachment 16), 2) for the main focus population, pedestrian access to the adjacent ARCMC life skills training center and availability of supported employment coaching and placement opportunities, 3) sustainable and therapeutic/healing gardens in which residents can raise fresh produce or relieve stress, and 4) a community building serving the full range of residents including a meeting room, training classroom, recreation/fitness room, nursing station, kitchenette and social gathering area.

To recruit prospective elderly tenants with developmental disabilities who also have acute health challenges such as dementia (a sub-population underserved by assisted living facilities), the Lively Oaks manager will familiarize the following entities from throughout Palm Beach, Martin, Okeechobee, Indian River and St. Lucie Counties with the availability of nursing support for this subpopulation onsite, including:

- The Agency for Persons with Disabilities (APD)
- The Agency for Health Care Administration (AHCA)
- Councils on Aging
- The State of Florida's Aging and Disability Resource Center for the Treasure Coast ([www.youragingresourcecenter.org](http://www.youragingresourcecenter.org))
- Medical professionals/hospitals, and
- Nursing homes and assisted living facilities who treat patients with Alzheimer's and dementia.

Outreach to individuals with developmental disabilities will also target APD's regional office, support coordinators and family members. ARCMC adopted a tenant selection policy in 2003, revised in 2011, establishing a process for eligibility and admission. Pursuant to federal and state guidelines, this policy requires a prospective resident to be referred for residential services by the Medicaid Waiver support coordinator, family member or individual himself/herself and choose the ARC of Martin County as their service provider.

In considering prospective tenants with developmental disabilities, ARCMC's residential director and the Lively Oaks manager will consult with the individual's support coordinator and family members and/or legal guardians plus professionals familiar with

the individual such as therapists and behavior analysts. Staff will gather and assess the following information from these consultations to determine if the referral is appropriate:

- current (within past year) medical information which must include a physical exam and proof of tuberculin control testing
- past placement outcomes
- psychological, educational, and behavioral information
- input from therapists such as speech and language,
- social data
- other information required by state or funding source
- functional assessment
- individual's preferences and goals, and
- needed services.

The process also allows for situations APD defines as crisis placements, such as an individual whose aging parent can no longer care for them.

For the 20% of individuals who do not meet the RFA 2013-004 definition of Person with a Developmental Disability, ["Person with a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely"], prospective tenants will be considered if they meet criteria such as:

- Background screening
- Residential and character references and
- Monthly Income sources and amounts.

After Lively Oaks is initially fully occupied, interested prospective residents' names will be entered into an electronic database for future consideration when openings occur. This database, which will include support coordinators' and individuals' email addresses, will be reviewed and updated as a means of maintaining a pool of potential tenants.

Attachment

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**B. Applicant Information**

**1. Contact Person:**

Keith Muniz  
2001 S. Kanner Highway  
Stuart, FL 34994

Telephone: 772-283-2525

E-Mail Address: kmuniz@arcmc.org

**2. Applicant entity's name:** ARC of Martin County, Inc.

**3. Applicant Ownership and Percent of Developer Overhead**

**Does the Applicant entity consist of both Non-Profit and for profit entities?**

Not a separate entity, but the applicant leases a building to the Florida Department of Corrections and pays income taxes on the earnings.

Yes, the ARCMC will own 100 percent of the ownership interest in the Lively Oaks and

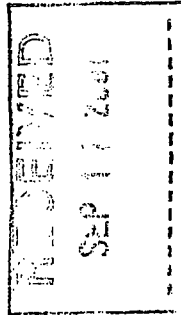
Yes, the ARCMC will receive at least 50 percent of the Developer overhead stated on the Development Cost Pro Forma

**Internal Revenue Service**

**Department of the Treasury**

**P. O. Box 2508  
Cincinnati, OH 45201**

September 10, 2001



The Arc of Martin County, Inc.  
2001 S.Kanner Hwy.  
Stuart, FL 34994-4609

**Person to Contact:**  
Ms. Benson #31-07273  
Customer Service Representative  
**Toll Free Telephone Number:**  
8:00 a.m. to 9:30 p.m. EST  
877-829-5500  
**Fax Number:**  
513-263-3756  
**Federal Identification Number:**  
59-6153484

Dear Sir:

This letter is in response to your correspondence dated September 5, 2001 requesting a copy of your organization's determination letter. This letter will take the place of the copy you requested. We have also updated our records to reflect the name change of the organization from The Martin County Association For Retarded Citizens, Inc. to the name shown above.

Our records indicate that a determination letter issued in July 1960 granted your organization exemption from Federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Contributors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Arc of Martin County, Inc.  
59-6153484

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

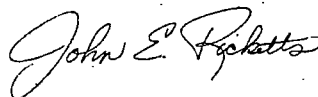
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



John E. Ricketts, Director, TE/GE  
Customer Account Services

# Attachment

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**SECOND AMENDED AND RESTATED BYLAWS OF  
THE ARC OF MARTIN COUNTY, INC.**

**ARTICLE 1  
OFFICES**

**SECTION 1. PRINCIPAL OFFICE**

The principal office of the corporation is located in Martin County, Florida; presently at 2001 South Kanner Highway, Stuart, Florida 34994.

**SECTION 2. CHANGE OF ADDRESS**

The designation of the county of the corporation's principal office may be changed by amendment of these Second Amended and Restated Bylaws (also referred to as "Bylaws"). The Board of Directors (the "Board") may change the principal office from one location to another within the named county and such changes of address shall not be deemed, nor require, an amendment of these Bylaws.

**SECTION 3. OTHER OFFICES**

The corporation also may have offices at such other places, where it is qualified to do business, as its business and activities may require, and as the Board may, from time to time, designate.

**ARTICLE 2  
NONPROFIT PURPOSES**

**SECTION 1. IRC SECTION 501(c)(3) PURPOSES**

The corporation is organized exclusively for charitable, educational and scientific purposes, including for such purposes the making of distributions to organizations in a manner consistent with the provisions of Section 501(c)(3) of the Internal Revenue Code, as amended, and as set forth in the Articles of Incorporation. The corporation shall have the right to exercise all of the powers granted by the laws of the State of Florida to not for profit corporations.

**SECTION 2. SPECIFIC OBJECTIVES AND PURPOSES**

The specific objectives and purposes of this corporation shall be to promote the general welfare of the developmentally disabled, to foster development of programs

designed to benefit the developmentally disabled, to advise and assist the parents of the developmentally disabled, to develop a better understanding and public-awareness of the developmentally disabled, to provide coordination with public, private and religious organizations in furtherance of those ends, to serve as a clearinghouse of information regarding the developmentally disabled, and to raise funds to accomplish those objectives.

### **ARTICLE 3** **DIRECTORS**

#### **SECTION 1. NUMBER**

The corporation shall have not less than seven (7) directors (collectively the "Board").

#### **SECTION 2. QUALIFICATIONS**

Directors shall be natural persons of the age of majority in Florida. An individual who has served on the Board for two (2) consecutive terms must wait at least one (1) calendar year from the expiration date of his/her term before becoming eligible again to sit on the Board. Any other qualifications for directors of this corporation may be adopted from time to time by the Board, consistent with Florida law and the Articles of Incorporation, and shall formally amend these Bylaws.

#### **SECTION 3. POWERS**

Subject to the provisions of Florida law and any limitation in the Articles of Incorporation and these Bylaws, the activities and affairs of this corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board.

#### **SECTION 4. DUTIES**

It shall be the duty of the directors to:

- (1) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation, or these Bylaws;
- (2) Appoint and remove, employ and discharge, and except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the corporation;
- (3) Provide oversight for all officers, agents and employees of the corporation to assure that their duties are performed properly;
- (4) Meet at such times and places as required;

(5) Register their addresses with the Secretary of the corporation; and notices of meetings mailed to them at such addresses shall be valid notices thereof.

#### **SECTION 5. TERM OF OFFICE**

(1) Each director shall hold office for a period of three (3) years with a maximum of two consecutive terms of office. The first year of the first term of office for all directors shall end on June 30<sup>th</sup> following such director's admission as a Board member. The corporation shall endeavor to have its directors serve staggered terms whereby a third of the directors are retired at each annual meeting, but serving until his or her successor is appointed and/or elected.

(2) Notwithstanding the provisions of this section 5 to the contrary, when a director who is the then sitting Chairperson is term limited out of eligibility of office, such director may elect to serve a maximum of one additional year in office as a director. Such director shall be known as the "Past Chair", and will endeavor to assist the new Chairperson in fulfilling his or her duties of office.

#### **SECTION 6. COMPENSATION**

Directors shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their duties.

#### **SECTION 7. PLACE OF MEETINGS**

Meetings shall be held at the principal office of the corporation unless otherwise provided by the Board or at such other place as may be designated from time to time with or without resolution of the Board.

#### **SECTION 8. REGULAR MEETINGS**

Regular meetings of the Board shall be held on the last Tuesday of each month or as determined by the Board.

#### **SECTION 9. SPECIAL MEETINGS**

Special meetings of the Board may be called by the Chairperson of the Board, or by any three directors, or if different, by the persons specifically authorized under the laws of this state to call special meetings of the Board. Such meetings shall be held at the principal office of the corporation or, if different, at the place designated by the person or persons calling this special meeting. The July Board meeting shall serve as the Board's annual meeting.

## SECTION 10. NOTICE OF MEETINGS

Unless otherwise provided by the Articles of Incorporation, these Bylaws, or provisions of law, the following provisions shall govern the giving of notice for meetings of the Board:

(1) Regular Meetings. No notice need be given of any regularly-scheduled meetings of the Board.

(2) Special Meetings. At least seven (7) days prior notice shall be given by the Chairperson, Secretary or Chief Executive Officer of the corporation to each director of each special meeting of the Board. Such notice may be oral or written, may be given personally, by first class mail, by telephone, e-mail or by facsimile machine, and shall state the place, date and time of the meeting and the matters proposed to be acted upon at the meeting.

(3) Waiver of Notice. Whenever any notice of meeting is required to be given to any director of this corporation under provisions of the Articles of Incorporation, these Bylaws, or the law of this state, a waiver of notice in writing signed by a director, whether before or after the time of the meeting, shall be the equivalent to the giving of such notice.

## SECTION 11. QUORUM FOR MEETINGS

A quorum shall consist of a simple majority of the Board.

Except as otherwise provided under the Articles of Incorporation, these Bylaws, or provisions of law, no business shall be considered by the Board at any meeting at which the required quorum is not present, and the only motion which the Chairperson shall entertain at such meeting is motion to adjourn.

## SECTION 12. MAJORITY ACTION AS BOARD ACTION

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board, unless the Articles of Incorporation, these Bylaws, or provisions of law require a greater percentage or different voting rules for approval of a matter by the Board.

## SECTION 13. CONDUCT OF MEETINGS

Meetings of the Board shall be presided over by the Chairperson, or the Vice Chairperson. In the absence of both of these persons, a chairperson shall be chosen by a majority of the directors present at the meeting. The Secretary of the corporation shall act as secretary of all meetings of the Board, provided that, in his or her absence, the presiding officer shall appoint



another person to act as secretary of the meeting.

Meetings shall be governed by Robert's Rules of Order, as amended from time to time, insofar as such rules are not inconsistent with or conflict with the Articles of Incorporation, these Bylaws, or with provisions of law.

#### **SECTION 14. VACANCIES**

Vacancies on the Board shall exist: (1) on the death, resignation, termination or removal of any director; and, (2) whenever the number of directors is increased.

Any director may resign effective upon written notice to the Chairperson, the Secretary, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. No director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs, except upon notice to the Office of the Attorney General or other appropriate agency of this state.

Directors may be removed from office, with or without cause, as permitted by and in accordance with the laws of this state and these Bylaws.

Unless otherwise prohibited by the Articles of Incorporation, these Bylaws or provisions of law, vacancies on the Board may be filled by approval of the Board. If the number of directors then in office is less than a quorum, a vacancy on the Board may be filled by approval of a majority of the directors then in office or by a sole remaining director. A person elected to fill a vacancy on the Board shall hold office until expiration of the term assigned to that director's seat on the Board or until his or her death, resignation or removal from the office.

#### **SECTION 15. NON-LIABILITY OF DIRECTORS**

The directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

#### **SECTION 16. INDEMNIFICATION BY CORPORATION OF DIRECTORS AND OFFICERS**

The directors and officers of the corporation shall be indemnified by the corporation to the fullest extent permissible under the laws of this state.

#### **SECTION 17. INSURANCE FOR CORPORATE AGENTS**

Except as may be otherwise provided under provisions of law, the Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation (including a director, officer, employee or other agent of the corporation)

against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the Articles of Incorporation, these Bylaws or provisions of law.

#### **SECTION 18. NOMINATION AND ELECTION**

The Board Development Committee is responsible for nominating persons for consideration to the Board. Nominations may occur at any Board meeting, however the Board Development Committee shall endeavor to nominate directors so that they serve staggered terms whereby a third of the directors are retired at each annual meeting.

### **ARTICLE 4 OFFICERS**

#### **SECTION 1. DESIGNATION OF OFFICERS**

The officers of the corporation shall be selected from the directors of the corporation and shall be a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer. The corporation also may have one or more Vice Chairpersons, Assistant Secretaries, Assistant Treasurers, and other such officers with such titles as may be determined from time to time by the Board.

#### **SECTION 2 ELECTION AND TERM OF OFFICE**

Officers shall be appointed by the Board each year at the annual meeting. Each officer shall hold office for a term of one (1) year, with a maximum of three (3) consecutive terms in any one office, until he or she resigns, is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

#### **SECTION 3. REMOVAL AND RESIGNATION**

Any officer may be removed, with or without cause, by the Board, at any time. Any officer may resign at any time by giving written notice to the Board, to the Chairperson or the Secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified there, the acceptance of such resignation shall not be necessary to make it effective.

#### **SECTION 4. VACANCIES**

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board. In the event of a vacancy in any office other than that of Chairperson, such vacancy may be filled temporarily by appointment by the Chairperson until such time as the vacancy is filled at the discretion of the Board.

## **SECTION 5. DUTIES OF CHAIRPERSON**

The Chairperson shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be prescribed from time to time by the Board. Unless another person is specifically appointed as Chairperson of the Board, the Chairperson shall preside at all meetings of the Board.

## **SECTION 6. DUTIES OF VICE CHAIRPERSON**

In the absence of the Chairperson, or in the event of his or her inability or refusal to act, the Vice Chairperson shall perform all the duties of the Chairperson, and when so acting shall have all the powers of, and be subject to all the restrictions on, the Chairperson. The Vice Chairperson shall have other powers and perform such duties as may be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board.

## **SECTION 7. DUTIES OF THE SECRETARY**

The Secretary shall:

Certify and keep at the principal office of the corporation the original, or a copy, of these Bylaws as amended or otherwise altered to date.

Keep at the principal office of the corporation or at such other place as the Board may determine, a book of minutes of all meetings of the directors, and if applicable, meetings of committees, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

See that all notices are duly given in accordance with the provisions of the Bylaws or as required by law.

Be the official custodian of the records and of the seal of the corporation and affix the seal, as authorized by law or the provisions of these Bylaws, to duly execute documents of the corporation.

Exhibit at all reasonable times to any director of the corporation, or to his or her agent or attorney, on request therefor, the Bylaws, the official records, and the minutes of the proceedings of the directors of the corporation.

In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these

Bylaws, or which may be assigned to him or her from time to time by the Board.

#### **SECTION 8. DUTIES OF TREASURER**

The Treasurer shall have oversight over the following:

Those with charge and custody of, and responsibility for, all funds and securities of the corporation, and deposits of such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board.

The receipt of monies due and payable to the corporation from any source whatsoever.

The disbursement of the funds of the corporation as may be directed by the Board, and taking proper vouchers for such disbursements.

The keeping and maintaining of adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.

The exhibiting at all reasonable times of the books of account and financial records to any director of the corporation, or to his or her agent or attorney, on request therefor. The rendering to the directors, whenever requested, of an account of any or all of his or her transactions as Treasurer and of the financial condition of the corporation.

The preparing, or causing to be prepared, and certifying, or causing to be certified, of the financial statement to be included in any required report.

In general, providing oversight for all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board.

#### **ARTICLE 5 CHIEF EXECUTIVE OFFICER**

The Chief Executive Officer shall administer the day-to-day affairs of the corporation and shall have and exercise all of the powers and duties of the officers in their absence from the daily affairs of the corporation. The Chief Executive Officer shall also have such other duties and responsibilities as may be delegated or assigned, from time to time, by the Board. Notwithstanding, the Chief Executive Officer is neither an officer or director of the corporation. The Chief Executive Officer is an employee of the Board. As such, the Chief

Executive Officer's salary and benefits shall be fixed from time to time by resolution of the Board, at its discretion.

## **ARTICLE 6** **COMMITTEES**

### **SECTION 1. EXECUTIVE COMMITTEE**

The Executive Committee shall be composed of the Chairperson, Vice Chairperson, Secretary and Treasurer, as elected each year by the Board at its annual meeting, and the Past Chair, if any. The Executive Committee shall assist the Chairperson in developing agenda topics, formatting Board meetings and assuring Board compliance with the provisions of these Bylaws, Articles of Incorporation and Florida law. The Executive Committee shall have the authority of the full Board in exigent circumstances, subject to review by the Board. Each of the members of the Executive Committee, excluding the Past Chair, should chair at least one of the other established committees.

By a majority vote, the Board may at any time revoke or modify any or all of the Executive Committee authority so delegated, increase or decrease, but not below two (2), the number of the directors of the Executive Committee, and fill vacancies on the Executive Committee from directors serving on the Board. The Executive Committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the Board from time to time as the Board may require.

### **SECTION 2. OTHER COMMITTEES**

The corporation shall have such other committees as may from time to time be designated by resolution of the Board. These committees, other than the Executive Committee, may consist of persons who do not serve on the Board and who shall act in an advisory capacity to the Board.

### **SECTION 3. MEETINGS AND ACTION OF COMMITTEES**

Meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee for the Board, except that the time for regular and special meetings of committees may be fixed by resolution of the Board or by the committee. The Board also may adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

**ARTICLE 7**  
**EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS**

**SECTION 1. EXECUTION OF INSTRUMENTS**

The Board shall, by resolution, authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

**SECTION 2. CHECKS**

Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, all checks shall be signed by at least two officers of the corporation. See generally Financial Standing Rules.

**SECTION 3. DEPOSITS**

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board may select.

**SECTION 4. GIFTS**

The Board may accept on behalf of the corporation any contribution, gift, bequest, or devise for the nonprofit purposes of this corporation.

**ARTICLE 8**  
**CORPORATE RECORDS, REPORTS AND SEAL**

**SECTION 1. MAINTENANCE OF CORPORATE RECORDS**

The corporation shall keep at its principal office or other appropriate designed repository:

- (a) Minutes of all meetings of directors and committees of the Board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceeding thereof;
- (b) Adequate and correct books and records of account, including accounts of its

properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;

#### **SECTION 2. CORPORATE SEAL**

The Board may adopt, use, and alter at will, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

#### **SECTION 3. DIRECTORS' INSPECTION RIGHTS**

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation and shall have such other rights to inspect the books, records and properties of this corporation as may be required under the Articles of Incorporation, other provisions of these Bylaws, and provisions of law.

#### **SECTION 4. RIGHT TO COPY AND MAKE EXTRACTS**

Any inspections under the provisions of this Article may be made in person, or by agent or attorney, and the right to inspection shall include the right to copy and make extracts.

#### **SECTION 5. PERIODIC REPORT**

The Board shall cause any annual or periodic report required under law to be prepared and delivered within the time limits set by law.

### **ARTICLE 9**

#### **IRC 501 (c)(3) TAX EXEMPTION PROVISIONS**

##### **SECTION 1. LIMITATIONS ON ACTIVITIES**

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, any trustees, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of Section 501(c)(3) purposes.

No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of, or in opposition to, any candidate for public office.

Notwithstanding any other provision of these Bylaws, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, as amended (or corresponding section of any future federal tax code); or, (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

## **SECTION 2. PROHIBITION AGAINST PRIVATE INUREMENT**

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors or trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation.

## **SECTION 3. DISTRIBUTION OF ASSETS**

Upon the dissolution of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or shall be distributed to the federal government, or to a state or local government, for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of this state.

## **ARTICLE 10 AMENDMENT OF BYLAWS**

These Bylaws, or any of them, may be altered, amended, or repealed and new Bylaws adopted by approval of the Board.

## **ARTICLE 11 FISCAL YEAR**

The fiscal year of the corporation shall be June 30<sup>th</sup> and the Board's annual meeting shall be in July.

## **ARTICLE 12 CONSTRUCTION AND TERMS**

If there is any conflict between the provisions of these Bylaws and Articles of Incorporation of this corporation, the provisions of the Articles of Incorporation shall govern.



Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holding.

All references in these Bylaws to the Articles of Incorporation shall be to the Articles of Incorporation, as amended and restated from time to time, of this corporation filed with the Secretary of State's office and used to establish the legal existence of this corporation.

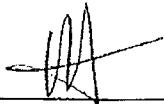
All references in these Bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code, as amended from time to time, or to corresponding provisions of any future federal tax code.

Approved, Adopted and Ratified on this 30 day of March, 2010.



Ed Kotch, Chairman

Attest:



William E. Hawkins, Jr., Secretary

# Attachment

5

# *State of Florida*

## *Department of State*

I certify from the records of this office that THE ARC OF MARTIN COUNTY INC. is a corporation organized under the laws of the State of Florida, filed on June 10, 1977.

The document number of this corporation is 739315.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on March 22, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eleventh day of October, 2013*



*Ken Detzner*  
**Secretary of State**

Authentication ID: CU3321718056

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

# Attachment

6

Not Provided

# Attachment

7

Not Provided

Attachment

8



Not Provided

Attachment

9

### **C. DEVELOPER EXPERIENCE FOR APPLICANTS NOT REQUESTING HOUSING CREDITS**

Since the proposed development will include modular housing, the ARCMC will contract with Five Star Coastal Housing, a residential construction company with 25 years' experience located in Stuart that specializes in modular homes. Company owner Chester Edwards, a member of the Martin County Affordable Housing Committee, has designed, sold and installed over 3,000 homes in Brevard, Highlands, Indian River, St. Lucie, Okeechobee, Martin, Palm Beach, Broward, Miami-Dade, and Monroe Counties. He builds modular homes in accordance with the Florida State building codes and manufactured homes in compliance with National Manufactured Home Construction and Safety Standards (HUD Code).

The following are additional credentials and achievements:

- Provider and contractor for FEMA during Hurricane Andrew 1992
- Expertise in design and construction of accessible housing for numerous insurance agencies
- First to design, sell and install Exposure D Manufactured Housing in 1993
- Consultant and contractor/provider of Hurricane Relief Housing after Hurricane Francis and Jeanne 2004-2005

Government clients have included the following:

- Federal Emergency Management Agency
- Florida Department of Corrections
- Agency for Persons with Disabilities
- Seminole Tribe of Florida
- City of West Palm Beach
- Martin County Parks and Recreation Department
- Martin County SHIP and
- Martin and St. Lucie Counties' HHRP programs

## **E. Operating/Managing Permanent Supportive Housing Experience Attachment 9 Residential Management Experience**

The ARC of Martin County has 32 years of experience buying, renovating and operating APD-licensed community residential homes for low-income individuals with developmental disabilities. Depending on the size and condition of each building, two approaches have been used to develop six-person homes. Some homes have been renovated to serve the focus population, while others have been renovated and bedrooms have been added.

Since 1982, Keith Muniz (President and CEO of ARC of Martin County the past nine years) has developed, operated and managed adult residential programs, de-institutionalizing over 120 individuals with developmental disabilities in Florida, Tennessee, Georgia, and North Carolina. He has bought and renovated/developed over 32 six-bed community-based homes, two quadraplex residential facilities, and three 10,000-square foot day program facilities, meeting the needs of more than 250 individuals with developmental disabilities, and helped more than 30 individuals move into less restrictive supportive housing apartments. Keith also has purchased more than 20 vehicles to transport people with disabilities and developed employment programs to assist people in acquiring job skills to obtain competitive employment.

Program Administrator Sarah Alloway has 25 years of residential operating and management experience. Before joining ARC of Martin County nine years ago, she served as Director of Quality Assurance for Sunrise Community for 16 years, arranging the placement of 20 individuals with developmental disabilities in Virginia into residential homes. She also collaborated with state agencies to improve the quality of residential and life skills services provided to 150 individuals in West Virginia and Florida. Sarah also monitored and provided technical assistance to ensure that Sunrise Community affiliate agencies offered quality services in Tennessee, Georgia, Alabama, Connecticut, Florida, and Virginia.

Residential Director Annie Daniele has 15 years of residential operating and management experience including eight years with ARC of Martin County. In her previous position, as a Program Case Manager with ResCare, a for-profit agency, she was responsible for managing ten single family homes in New Mexico that served 30 men with aggressive behaviors on three-to-four acre parcels, supervising a staff of 70, ensuring staff implementation of behavior plans and round-the-clock nursing services to maintain health, as well as day training.

### **Residential Operating Experience**

One full-time staff person is responsible for performing monthly maintenance and for overseeing needed contractual renovations for the eight homes. Regular responsibilities include monthly replacement of air conditioner filters, light bulbs and small appliances, identification of plumbing leaks, any needed repairs in response to annual fire safety inspections, and contractual painting, pest control, air conditioner maintenance and lawn/landscaping services.

**Renovations** since 2006 have included rebuilding one of the homes with added living space, adding bedrooms to three of the eight homes, and

### **Replacement of:**

- Roofs
- Windows and doors

- Flooring
- Plumbing
- Air conditioners
- Appliances
- Septic tanks
- Irrigation system.

In the past seven years, ARCMC residential managers have administered renovations for all homes totaling \$418,496 and annual maintenance expenditures of \$386,530.

### **Community Residential Housing Managers**

Each house manager is a full-time employee responsible for two community residential homes and on-call 24 hours a day. They are responsible for overseeing 12 house staff per week to ensure quality supportive services that maintain the health and safety of residents while following all APD policies and procedures. Their staff members are background screened and have appropriate experience, specialized training ranging from CPR and seizures to emergency procedures, behavior management and medication administration, as well as implementation of goals and objectives of individuals' Medicaid Waiver support plan.

The ARCMC also has 15 years of experience collaborating with consulting practitioners through the Medicaid Waiver program. This includes a licensed dietician who consults with all eight homes, providing monthly guidelines for preparing nutritious meals, and consulting board-certified behavior analysts (BCBA's) at two levels. First, one BCBA is hired by ARCMC to train employees in behavior management and monitor staff implementation of individuals' behavior plans for residents of the ARCMC's four-year old behavior-focus group home—one of the only such residences in South Florida. Second, various BCBA's work with an estimated two or three residents in each of the seven other ARCMC community residential homes to implement their behavior plans.

In addition to the eight community residential homes, ARCMC operates a supported living program that serves five individuals. These individuals are living independently, paying their own rent and making doctors' appointments, with weekly mentoring from Supported Living Coach Charlie Wallace. Wallace has been providing support regarding such skills as money management, healthy meal planning, grooming/hygiene, and transit for the past 14 years. This experience will be very useful in transitioning some of the residents of Lively Oaks to more independent daily living.

**F. General Development Information**

1. **Name of the proposed Development:** Lively Oaks
2. **County where the proposed Development will be located:** Martin
3. **Address number, street name, and name of city**  
21 Southeast Central Parkway, Stuart
4. **Indicate the Development Category for the proposed Development.**  
New construction
5. **Select the Development Type(s) of the proposed Development:**  
Duplex
6. **How many total Units are in the proposed Development?** 10
7. **How many total bedrooms are in the proposed Development?** 30

**G. Set-Aside Commitments**

**1. Income Set-Aside Commitment - 80 percent of the residents must have incomes at or below 60 percent of the area median income (AMI).**

At least 24 of the thirty residents of Lively Oaks will have incomes at or below 60 percent of the area median income for Martin/St. Lucie Counties.

**2. Required ELI Commitment:** At least eight (8) of those twenty-four (24) residents will have incomes below 40 percent of the AMI. These residents' units will be proportionately distributed throughout the development, since the applicant anticipates 80% of residents having extremely low incomes.

**4. Compliance Period for proposed Development:**

- a. The ARCMC irrevocably commits to the above income set-aside and ELI set-aside commitment for a minimum of 30 years.

Attachment

10

## **H. Construction Features and Amenities**

### **EXHIBIT D REQUIREMENTS**

#### **A. Federal Requirements and State Building Code Requirements:**

Lively Oaks will meet all federal requirements and state building code requirements, including, but not limited to:

- 2012 Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes;
- The Fair Housing Act as implemented by 24 CFR 100; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35, incorporating the most recent amendments, regulations and rules.

#### **B. Lively Oaks will provide:**

- Termite prevention and pest control throughout entire Compliance Period;
- Full-size stove/range for all Units; and
- Community Building that includes:
  - One private office space with a door in which to conduct counseling, case management, and assessments
  - One enclosed training room with a door to conduct group training and educational activities.

#### **C. Lively Oaks will include the following General Features:**

- Window covering for each window and glass door inside each Unit; and
- One on-site laundry facility with three Energy Star qualified washers and three dryers.

#### **D. Green Building, Accessibility, Adaptability, Universal Design and Visitability Features:**

Lively Oaks will include all of the features listed below.

##### **1. Accessibility, Adaptability, Universal Design and Visitability Features:**

- A minimum of eight (8) of the thirty units will be fully accessible in accordance with the 2010 ADA Standards for Accessible Design.
- These fully accessible Units will provide mobility features that comply with the residential dwelling Units provision of the 2010 ADA Standards for Accessible Design.
- At least three (3) of the 30 units will be accessible to persons with visual and hearing impairments in accordance with the 2010 ADA Standards for Accessible Design. The Units that are accessible to persons with visual and hearing impairments will comply with the communication features described for Residential Dwelling Units with Communication Features in the 2010 ADA Standards for Accessible Design.
- Primary entrance door will have a threshold with no more than a ½-inch rise;
- All door handles on primary entrance door and interior doors must have lever handles;
- Lever handles on all bathroom faucets and kitchen sink faucets;
- Toilets must be 17 inches to 19 inches in height as measured from the finished floor to the top of the toilet seat;
- Mid-point on light switches and thermostats will not be more than 48 inches above finished floor level.



## **2. Green Building Features:**

- Low or No-VOC paint for all interior walls;
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
  - Toilets: 1.6 gallons/flush or less,
  - Faucets: 1.5 gallons/minute or less,
  - Showerheads: 2.2 gallons/minute or less;
- Energy Star qualified refrigerator;
- Energy Star qualified dishwasher; and
- Minimum SEER of 14 for Unit air conditioners.

**Attachment 10: Optional Green Building/Energy Efficiency Features**

In addition to the required features, Lively Oaks will feature UV-resistant tinting on all windows, energy efficient water heaters and 16 SEER air conditioning units.

# Attachment

11

**Attachment 11: Optional Accessibility**

In addition to the required features, the full-size range and oven as well as all other kitchen appliances and washers and dryers will be accessible.

Attachment

12

## **I. Required Resident Services:**

### **EXHIBIT D REQUIREMENTS**

#### **E.1. Services Coordination**

ARCMC's senior managers have spent the last eight to nine years with ARC (and an additional seven to 22 years with other organizations) providing supportive services to the focus population including outreach, information and referral services, benefits counseling, and community-based services planning and coordination. Access to these services, which respond to the needs and preferences identified in Attachment 1, is provided by means of transportation by ARCMC staff and vehicles to: a) social and recreational activities, b) life skills training, c) supported employment coaching and job placement, and d) health care. Some individuals also receive life skills support services from companions who transport them into the community each week. Resident participation in these services is voluntary and not a requirement for new or continued residency.

In addition to coordination of services offered by ARCMC, 96% of residents are participants in the Medicaid Waiver program, so these individuals have a support coordinator who is responsible for ensuring implementation of the individual's support plan. ARCMC house managers collaborate with support coordinators as well as family members to find the mix of services that most effectively responds to needs and preferences.

To offer a choice of suitable activities, residential staff members hold weekly self-governance meetings enabling all residents, including those with limited communication, to express their preferred destinations and activities. Staff members are trained to implement individuals' support plans and, if applicable, behavior plans, which contain agreed-upon goals and objectives to reduce inappropriate behaviors and encourage acquisition of independent daily living skills. Property management and resident community-based services coordination are functions that are entirely separate within the ARCMC; they are not the responsibility of the same staff persons.

#### **E.2. Manager On-Site 24 Hours Per Day**

One of the proposed development's managers will be on the Lively Oaks site available and accessible to the residents 24 hours per day, seven days per week. On-site management personnel will be available at all times to receive calls from residents and help determine the approach to address a resident's issue. The ARCMC or its manager will develop and implement policies and procedures for receiving a resident call and how to assess and handle the call based on a resident's request and/or need. Written notices clearly displayed in the Lively Oaks common areas will inform residents initially, as soon as they move in, that staff members are on-site to receive resident calls at all times.

## **I.1. Employment Services Attachment 12**

### **Partnerships & Capable Staff**

The ARCMC's supported employment division (Advanced Employment Services, or AES) has played a lead role in helping severely challenged individuals find and retain competitive jobs in the community since 2006. Most individuals are referred by the Florida Division of Vocational Rehabilitation (DVR), which reimburses ARCMC for employment benchmarks achieved by program participants through a contractual relationship. This contractual relationship enables AES to provide supported employment opportunities to Floridians with a broad range of disabilities in Martin, Okeechobee, Indian River, St. Lucie and Palm Beach Counties.

AES is administered by Anastasia Byler, the Director of Vocational Services, who has a Master's degree in Business Administration, more than seven years' experience in human resources and vocational rehabilitation (the latter with Gulfstream Goodwill Industries) plus nine years of small business management experience. Byler oversees six supported employment consultants ("coaches"), three of whom each have caseloads of 21 individuals. Another two serve 10 adults apiece while also working on Project Search, a high school transitioning internship, or doing administrative work. Other major financial partners of AES besides DVR include the Martin County United Way, which supports some personnel costs, and APD's Medicaid Waiver program, which pays for some of the follow-along job coaching expenses.

### **Building Relationships & Individual Assessments**

Potential placement opportunities are forged by connecting with employers in a variety of ways. Networking through existing relationships continues to be fruitful, while new relationships are formed when staff members attend chamber of commerce events in the four counties that we serve. However, by far the most important way staff establishes relationships with employers continues to be by knocking on doors, visiting businesses, speaking directly to management, and in the long run, through the shared experiences when a person with a disability is placed in a job and is supported by a devoted and knowledgeable coach.

Supported employment staff assesses the aptitudes and interests of individual job-seekers using observation, job task analysis, case noting and record keeping, DVR Individualized Plans for Employment, and coaching. If an individual has a behavior plan in place, this information is also used in the assessment.

Progress is measured either by the initial assessment (called an Individual Career Plan), or by successful days on the job once an individual is placed in a job that aligns with their job goal. At the beginning of each case, an Individual Career Plan is filed along with a report that describes any of the individual's barriers and current supports. At the point of placement, another report is filed. When an individual can perform their job up to 75% of the time without assistance (which can be an undetermined amount of time, not usually exceeding 3 months), another report is filed. Next, the calendar days are marked off to Day 90, at which point another report is filed.

### **Monitoring and Follow-along**

When the individual reaches 150 days of successful employment, a final report is filed. After this, their case closes and they move into follow-along job coaching for one year, whereby reports will be filed each month. Monthly reports are always filed from the beginning of the case through the entire 150 days of successful placement, in addition

to the benchmark reports described above. Individuals are assessed monthly while their initial contract for supported employment through DVR is open. Additionally, once a case is closed through the fulfillment of the contract, follow-up reports are filed with an individuals' support coordinator once a month. This will take place for the duration of the follow-along appointed time, which is one year after the DVR contract. Attached is documentation of that contractual relationship.

Additional details on AES are presented in Attachment 13.



# FLORIDA DEPARTMENT OF EDUCATION



## STATE BOARD OF EDUCATION

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Commissioner of Education



January 15, 2013

Ms. Sarah Alloway  
ARC of Martin County  
2001 South Kanner Highway  
Stuart, Florida 34994

Re: Amendment One to DOE/DVR Contract Number VJ172

Dear Ms. Alloway:

We are pleased to provide you with the above referenced amendment, which was executed by the Department of Education Commissioner and has an effective date of January 1, 2013.

If you have any questions regarding this amendment to your contract, please contact me at (850) 245-3434.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Weldon".

Chris Weldon, Contract Manager  
Bureau of Vendor & Contracted Services

cc: DOE Contracts  
DOE Financial Payments

ALEISA C. MCKINLAY  
Director, Division of Vocational Rehabilitation

2002 Old Saint Augustine Road, Building A • Tallahassee, FL 32301-4862  
Toll Free: 1-800-451-4327 (Voice or TTY) • In Tallahassee: 850-245-3399 (Voice or TTY) • FAX: 850-245-3392  
Florida Relay Service: 1-800-955-8771 (TTY) • 1-800-955-8770 (Voice) • [www.rehabworks.org](http://www.rehabworks.org)

# Attachment

13

## **I.2. Best Practices in Resident Services: Attachment 13**

RFA 2013-004 defines Best Practice as “A program, activity or strategy that has been field tested and has been shown to work effectively and produce successful outcomes and is supported by subjective and objective evaluation and research.” The ARCMC’s employment division (Advanced Employment Services or AES), whose staff and placement procedures are described in Attachment 12, clearly fits this definition based on extraordinary job placement outcomes. Since its inception in 2006, AES has placed 130 severely challenged adults in competitive jobs in the community—including 18 in the last year. The staff also uses ongoing evaluation and research methods to measure the effectiveness of the program.

All AES staff undergo a rigorous four-day training where they learn the ins and outs of working with individuals with developmental disabilities during job development, and the guidelines for earning money while receiving Social Security benefits (SSI or SSDI). This training is offered once every three months through APD in Fort Pierce.

The ARCMC supports this important program through two service contracts with the Division of Vocational Rehabilitation:

- The employment services contract serves individuals with mental health concerns, traumatic brain injuries, physical, emotional, substance abuse, and a variety of other disabling conditions.
- The supported employment contract serves individuals primarily diagnosed with developmental disabilities.

Together these contracts enable the ARCMC to provide supported employment opportunities to Floridians with a broad range of disabilities in Martin, Okeechobee, Indian River, St. Lucie and Palm Beach Counties.

In addition to APD and DVR, AES is also a trusted partner with several community businesses and other employers. These include Burger King, Winn Dixie, Cracker Barrel, YMCA, Publix, Sandpiper Cluster, Lady Bug Thrift Shop, Goodwill Boutique, and two assisted living facilities: The Place and Sandpiper Cluster, all of which reflect the staff’s effective networking to develop placement opportunities. The attached letter from Winn Dixie in Port Salerno sent to ARCMC in support of a recent grant request to the Able Trust exemplifies these relationships.

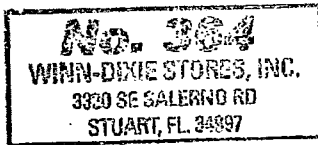
In addition to their initial intensive four-day training, staff is currently being trained in the Employment Outcomes Professional–II seminar series, which uses proven marketing and sales techniques to increase placement for individuals with disabilities in the community. This training is a three-day course offered quarterly. Staff also attends webinars and local trainings quarterly, which usually occur through the University of South Florida’s Department of Child and Family Studies – Florida’s Center for Inclusive Communities, among others.

Some barriers to employment and ways that staff is focusing on them include:

- limited ability to access and use the public transportation system—job coaches will ride along bus routes that the individual will be required to use during the job search and once placed in a job, and train the individuals which routes to take
- lack of computer skills and difficulty completing online job applications—ARCMC will buy laptops for staff to demonstrate how to fill out an application
- lack of effective interviewing strategies—coaches will practice interviewing individuals

In addition, staff will also learn how to identify individuals' strengths, abilities and credentials.

As a result of this program's remarkable outcomes, DVR has asked ARCMC to hire up to two more full-time coaches. The most recently hired coach who started in August 2013 already has 14 cases, and staff anticipates up to 37 more cases will be referred in the next year.



August 30, 2013

Guenevere Crum, Senior Vice President  
The Able Trust  
3320 Thomasville Road  
Suite 200  
Tallahassee, FL 32308

Dear Ms. Crum:

I was so glad to learn that the ARC of Martin County is requesting a grant from the Able Trust to support their job placement for special needs adults. Our store has hired several capable employees trained by ARCMC job coaches, and we continue to work with this agency to find more good workers. Their coaches do a great job of finding the right fit for each individual and following them to make sure they succeed on the job. We have found these trainees to be very productive—in fact, we wish we had more jobs to offer future candidates!

Working with these skilled vocational trainers has helped us appreciate their knowledge and commitment. They also have the persistence to continue developing job opportunities for individuals despite some challenges. For all these reasons, I believe the grant ARCMC is requesting will be a very worthwhile investment.

We look forward to continuing our partnership to help challenged adults succeed in the workplace.

Sincerely,

A handwritten signature in cursive script that reads "Dee James".

Dee James  
Service Area Manager

# Attachment

14

## **J. Access to Community-Based Services and Amenities**

### **1. Shopping, Activities, Training, Employment: Attachment 14**

The ARCMC plans to utilize its existing 18-vehicle fleet to provide transportation to the intended residents of Lively Oaks, offering a choice of nearby shopping, life skills training, social and recreational activities plus employment training and placement. The vehicles assigned to this development will be determined based on criteria such as resident mobility (if wheelchair used) and the number of residents who regularly participate in specific community activities. Transportation will be free for the focus population and individuals who qualify for Medicare/Medicaid or other disadvantaged transit services; others will privately pay a set fee for one-way trips. The set fee will be based on whether the rider requires a wheelchair lift as well as the distance the rider needs to travel, i.e., within the city or county or out of county will each have a different fee.

Once a week, staff will hold self-governing meetings in which residents are asked to express their preferences in terms of destinations and activities. Staff will schedule shopping for personal needs such as haircuts every other week and food shopping each week. Residents will be given opportunities to accompany staff to the supermarket, help procure needed items, and identify preferred foods.

#### **Close Proximity to Shops, Training and Jobs**

Lively Oaks is within one mile of a supermarket, near a pharmacy, within four miles of partners Goodwill Industries' and Helping People Succeed's life skills training centers, and within five miles of: a shopping mall, clothing shops, appliance and furniture stores, specialty shops, restaurants, employers and 10 churches. The ARCMC also organizes social gatherings once a month at their eight community residential homes, which are within a 30-minute drive.

We estimate that six Lively Oaks residents will be eligible for supported employment coaching leading to competitive employment and another 19 will participate in life skills training, either at the ARCMC's vocational training center or those operated by a partner agency.

#### **A Choice of Culture & Recreation**

Staff members are familiar with annual events, and obtain information on new activities through word of mouth (peers and or staff), annual questionnaires sent directly to families, the newspaper and Internet. Community-based events and destinations which residents are offered the chance to experience include the following:

- Local Fairs and festivals
- Beaches and Parks
- Boat rides
- Professional Baseball Games
- Dances
- Movies
- Florida Oceanographic Coastal Center
- The Elliot Museum
- Martin County libraries
- Lion Country Safari
- Melbourne Zoo

### **Life Skills Training Choices**

Currently 68% of residents participate in life skills training at the ARCMC's day program, and another 10% attend partner agencies' day training (all of which take place Monday through Friday, 9:00 am to 3:00 pm). Occasionally, Goodwill Industries or Helping People Succeed refer individuals to ARCMC's training program who need assistance with daily living skills, behavioral management, ambulation, or administering medication. Some residents also have a Medicaid Waiver-funded companion who supports individuals in learning life skills either with a one-to-one or one-to-three ratio, engaging them in community outings and instructing them in tasks such as money management, fitness, social skills, grooming, meal preparation, and pedestrian safety.

The life skills training or day training curriculum is customized to respond to each individual's needs and preferences, with topics offered in a way that encourages and builds on skills that the individual would like to acquire or improve. For example, one participant may want to increase math skills, another to improve money management, while someone else may prefer to learn Spanish, or to learn to bake in the ARCMC's commercial kitchen.

Additionally, the program offers a selection of recreational activities and destinations, from swimming at the nearby YMCA of the Treasure Coast to competing at the local bowling alley, seeing movies, and visiting local parks and beaches. Occasional special events and field trips include river cruises, trips to Stuart and Port St. Lucie botanical gardens, learning about electricity at the FPL St. Lucie Power Plant exhibit near Jensen Beach, enjoying the annual Stuart Air Show and the Festival of Trees in Vero Beach, scavenger hunts in the community, the Busch Wildlife Sanctuary in Jupiter, and local libraries. Participants also frequently eat out at local restaurants for lunch, or picnic in the community.

Many opportunities to increase socialization are offered both in the classroom and in the community. The life skills training staff organizes some recreational activities that offer individuals the experience of group participation in one event such as a dance or a social club, while card games and arts and crafts encourage more individualized interactions.

Trainees are also offered lessons in daily living by shopping trips in which they can learn to select and buy non-personal items such as supplies for upcoming community events, projects, services, or gifts. They learn to spend activity money by going out to lunch, going bowling in the community, purchasing gifts for a White Elephant exchange, and buying items to donate to other community organizations such as canned food for a canned food drive, school supplies for needy kids, or fruit baskets to deliver to nursing homes. Depending on the individuals' functionality and level of care needed in each group, they all go out into the community with the appropriate staff support.

### **ARCMC Transportation Options**

Two employees are generally assigned to each vehicle, one to drive and the other to provide any needed behavioral assistance to support riders. The ARC CEO, Finance Administrator and Program Administrator manage the agency's transportation programs and ensure compliance with all federal, state and local transportation requirements. Since 2010, the agency has actively pursued and secured federal/state funding through the Florida Department of Transportation to buy six vans, and another grant application will be submitted when the next funding cycle opens. The ARC contracts out



maintenance with Atlantic Tire Center in Stuart, which specializes in fleet service and employs ASCE-certified mechanics.

All ARCMC vehicles are insured by North American Elite Insurance Company, administered by a contract with Bouchard Agency, which conducts one training session yearly in risk management and vehicle safety. Bouchard also carries out assessments of vehicle and driver safety. Another three safety trainings are held in-house.

A more thorough description of the ARCMC's innovative, financially self-sustaining approach to providing access to services for residents and other individuals with disabilities is presented in Attachment 16. Attached is documentation of APD's authorization for ARCMC to provide Medicaid Waiver services described herein and 211 Palm Beach/Treasure Coast's agreement regarding service referrals to ARCMC.

**iBudget Provider Services Listing  
Area 15/Central Region**

Date: May 30, 2012  
Medicaid Provider Number(s): 670556196


Dear Mr. Muniz:

This letter serves as verification that The ARC of Martin County, Inc. is qualified and eligible to provide the following services in Area 15 for the Developmental Disabilities Individual Budgeting (iBudget) Medicaid Waiver program.

The service(s) that you are eligible to provide are as follows:

Support Coordination	Residential Services	Therapeutic Supports and Wellness
<input type="checkbox"/> Support Coordination (Limited, Full, Enhanced)	<input checked="" type="checkbox"/> Residential Habilitation (Standard)	<input checked="" type="checkbox"/> Behavior Analysis Services
<b>Dental Services</b>	<input checked="" type="checkbox"/> Residential Habilitation (Behavior-Focused)	<input checked="" type="checkbox"/> Behavior Assistant Services
<input type="checkbox"/> Adult Dental Services	<input type="checkbox"/> Residential Habilitation (Intensive Behavior)	<input type="checkbox"/> Dietician Services
<b>Life Skills Development</b>	<input type="checkbox"/> Residential Habilitation (Live-In)	<input type="checkbox"/> Occupational Therapy
<input checked="" type="checkbox"/> Life Skills Development I (Companion)	<input type="checkbox"/> Specialized Medical Home Care	<input type="checkbox"/> Physical Therapy
<input checked="" type="checkbox"/> Life Skills Development II (Supported Employment)	<input checked="" type="checkbox"/> Supported Living Coaching	<input type="checkbox"/> Private Duty Nursing
<input checked="" type="checkbox"/> Life Skills Development III (Adult Day Training)	<b>Supplies and Equipment</b>	<input type="checkbox"/> Residential Nursing
<b>Personal Supports</b>	<input type="checkbox"/> Consumable Medical Supplies	<input type="checkbox"/> Respiratory Therapy
<input checked="" type="checkbox"/> Personal Supports	<input type="checkbox"/> Durable Medical Equipment and Supplies	<input type="checkbox"/> Skilled Nursing
<input checked="" type="checkbox"/> Respite (Under 21)	<input type="checkbox"/> Environmental Accessibility Adaptations	<input checked="" type="checkbox"/> Specialized Mental Health Counseling
<b>Transportation</b>	<input type="checkbox"/> Personal Emergency Response Systems	<input type="checkbox"/> Speech Therapy
<input checked="" type="checkbox"/> Transportation		

You may begin to provide these services upon issuance of your complete and current Medicaid Waiver Services Agreement signed by you and the Agency for Persons with Disabilities.

Sincerely,  
  
Gerry Driscoll  
Area 15 Administrator



**AFFILIATE AGREEMENT**

To ensure continuity of care and support to clients, 211 Palm Beach/Treasure Coast enters into the following agreement with:

The ARC of Martin County CICS2316  
(Print or type your agency name here.)

211 Palm Beach/Treasure Coast agrees:

1. To refer callers, who meet the eligibility requirement(s) of the Affiliate, to the Affiliate without regard to race, color, creed, disability, national origin, age, sex, sexual orientation or economic status for assessment/on-going services.
2. To be available as a resource to the Affiliate's clients 24 hours a day for telephone counseling and information and referral to community resources.
3. To be available to the affiliate's staff for information about and referrals to community resources.

The Affiliate agrees:

1. To receive clients, who meet the eligibility requirement(s), without regard to race, color, creed, disability, national origin, age, sex, sexual orientation or economic status who are referred by 211 Palm Beach/Treasure Coast.
2. To advise clients of the 24-hour availability of 211 Palm Beach/Treasure Coast services.
3. To advise staff of the availability of 211 Palm Beach/Treasure Coast as a resource.
4. To inform 211 Palm Beach/Treasure Coast when changes arise within the Affiliate.
5. That information provided is true and accurate to the best of their knowledge and that this information may be included in published materials and in local or statewide databases.
6. To provide 211 Palm Beach/Treasure Coast a yearly formal update when requested beginning at the start of each calendar year for accuracy, deletion and new content. Agencies can update formally during the year using the online update process proactively on the website.

This letter of agreement will remain in force until terminated by either party contingent upon thirty (30) days written notice.

211 PALM BEACH/TREASURE COAST:

AFFILIATE:

Susan K. Buza  
Susan K. Buza, Executive Director

Sarah Allaway

January 4, 2013  
Date Signed

1/10/2013  
Date Signed

Attachment

15

## **J.2. Access to Health Care and/or Supportive services: Attachment 15**

The same transportation resources described earlier and detailed in Attachment 16 are available to enable residents to access health care and various other support services. Residents of Lively Oaks will be transported into the community for doctors' appointments for regular preventive care as well as on an as-needed basis. Onsite nursing will be available to assess and assist memory-impaired individuals with diagnoses of either dementia or Alzheimer's if they require administration of medications to ensure their health and safety in this community-based setting.

### **Dental and Behavioral Support**

Dental care poses a financial challenge due to reduced or eliminated coverage through the Medicaid Waiver program and the 90% of individuals with developmental disabilities who require sedation due to severe anxiety. House managers save residents' "allowances"—the small gap between room and board and monthly Social Security payments—over a year's timeframe in order to cover the high cost of specialized dentistry.

Behavior management services of two types are provided in partnership with APD through the Medicaid Waiver program. First, several residents of ARCMC community residential homes approved by the Waiver for behavioral services receive services from various board-certified behavior analysts (BCBA's) who coordinate with staff to implement individual behavior plans. Second, ARCMC operates one of South Florida's only behavior-focus homes, in which they contract with a BCBA to train/monitor house staff to implement each individual's behavior plan for two hours a month. By helping residents acquire skills and reduce inappropriate behaviors, effectively implemented behavior plans can further residents' inclusion in community activities.

### **Nutrition and Fitness**

Accompanying staff to the supermarket will enable residents a role in selecting and shopping for preferred foods as part of the weekly meals, and staff will collaborate with residents to encourage participation in preparation, such as making weekday lunches and setting the table. A dietician is retained to provide guidelines for preparing healthy meals at each home. Staff also considers any individual's food allergies and the need for special diets such as those low in fat, salt, or calories.

To maintain fitness, the ARCMC contracts with the YMCA of the Treasure Coast via an organizational membership, giving day training participants free use of exercise equipment and the swimming pool during weekday afternoons.

### **Training Individuals and Staff**

To enhance communication skills, the ARCMC has submitted several grant applications to buy iPads for use by residents and trainees with limited speech and language. In the past six months, life skills staff and the residential staff at several homes have been specially trained by the Center for Autism and Related Disabilities (CARD) at Florida Atlantic University enabling them to create visual schedules for non-verbal autistic individuals. Future FAU CARD training is being scheduled to enable staff to further enhance participants' communication skills.

The ARCMC Director of Staff Development is also partnering with multiple departments at Indian River State College in order to develop programs that train interns to supplement limited staff resources. The plan is to have experienced staff provide specialized training and hands-on experience. The incentives will include and college

credit toward an Associate degree as a patient care assistant in the School of Education or an Associate or Bachelor's degree in Human Services.

Other recently submitted grant requests also include special training for life skills staff to equip them to encourage individuals to attain literacy skills as a means of increasing community inclusion. A related request would support a newly created online "Discovery" course developed by the University of South Florida designed to enable supported employment coaches and life skills program staff to assess the interests and aptitudes of individuals referred by DVR.

### **Volunteerism**

Sixty percent of ARC CRH residents currently choose to do volunteer work with community organizations. A group of volunteers packs holiday gifts for the needy for a partner organization called White Doves of Martin County which does an annual donation each December. The Kiwanis International-sponsored Aktion Club, whose mission is "To provide adults living with disabilities an opportunity to develop initiative, leadership skills and to serve their communities", also involves residents in these volunteer activities in the community:

- Canned food drive for the House of Hope food bank
- Delivering fruit baskets to local nursing homes
- Feeding the homeless a meal in Kiwanis Park
- Decorating and providing pumpkins to Meals-on-Wheels for homebound individuals
- Cleaning up and landscaping Kiwanis Park
- Purchasing backpacks and school supplies for United Way to give to needy children.

Attached is documentation of the ARCMC contract with the YMCA of the Treasure Coast.

## Contract for Services

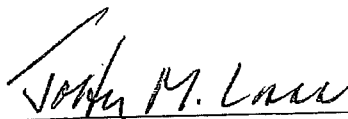
AGREEMENT made this 12<sup>th</sup> day of March 2012, between The ARC of Martin County, Inc. a Non-Profit Corporation hereinafter referred to as "Provider", and the YMCA of the Treasure Coast. hereinafter referred to as the "YMCA".

WHEREAS, Provider is a duly organized non-profit corporation and is engaged in providing appropriate services to individuals with developmental disabilities admitted to its programs regardless of race, creed, color, or national origin; and WHEREAS, Provider is desirous of engaging the services of YMCA in order to supplement the services provided to individuals enrolled in Provider's programs.

The facilities will be provided to the participants beginning July 1, 2012 and will run through June 30, 2013. The YMCA agrees to provide the facilities on Monday through Friday between the hours of 11:00 a.m. and 5:00 p.m. and after 7:00 p.m. On Saturdays the facilities will be available between the hours of 12:00 p.m. and 4:00 p.m. Hours on Sundays will be between 3:00 p.m. and 5:00 p.m. Hours during the summer will be determined based on the availability of the YMCA facilities.

The ARC will provide all transportation to and from the facilities on the assigned days of services and provide staff that will serve as unique aides / co-trainers during the fitness sessions. The ARC will pay an annual \$2000.00 fee for the fitness program with a \$1000.00 payment in July 2012 and a second \$1000.00 payment in January 2013. The ARC will also partner with the YMCA to jointly ensure the health, safety and well being of all participants involved.

This contract is in effect July 1, 2012 thru June 30, 2013. Either party may terminate this agreement with or without cause given thirty (30) day prior notice.

  
\_\_\_\_\_  
John Lass, President/CEO  
YMCA of the Treasure Coast

Date: 3/12/12

  
\_\_\_\_\_  
Keith W. Muniz, CEO  
The ARC of Martin County, Inc.

Date: 3/13/12

Attachment

16



### **J.3. Best Practices in Promoting Inclusion: Attachment 16**

#### **First, An Entrepreneurial Transportation Provider**

RFA 2013-004 defines Best Practice as “A program, activity or strategy that has been field tested and has been shown to work effectively and produce successful outcomes and is supported by subjective and objective evaluation and research.” ARC of Martin County believes that our innovative, entrepreneurial approach to supporting access to services for individuals with low incomes and disabilities certainly qualifies as a best practice. Acquiring and maintaining an 18-vehicle fleet has enabled this agency to provide an estimated 26,672 round trips per year, about 90% of which serve adults, including residents of each community residential home. Partner entities for transportation include APD (a partnership documented in Attachment 14) and Medical Transportation Management, aka MTM. This entity is under contract to Martin County as their “Community Transportation Coordinator”.

Forty-three percent of these trips are Medicaid Waiver services through APD, while the remainder serve riders via a subcontract between ARCMC and MTM. Some of these passengers receive transportation support through Medicare, while others get a waiver from Martin County through the statewide Transportation for the Disadvantaged Program.

The ARCMC provides all the equipment and staffing to run the transportation department including one full time staff member responsible for customer relations, scheduling, dispatch, and billing and the salaries of three full-time and five part-time drivers qualified to drive for MTM. The agency has 58 full-time and five part-time drivers who in 2012 provided the following one-way trips for people that they serve and others in the community:

- 5,585 Medical
- 467 Employment
- 12,971 Education/Training/Daycare
- 7,649 Life-Sustaining/Other.

Documentation of the partnership between ARCMC and MTM is attached.

#### **Second, Our Supported Living Program**

A second best practice is the supported living program, which has enabled five individuals to achieve semi-independent lifestyles while renting apartments in Stuart. The ARCMC supported living coach provides weekly mentoring/counseling on tasks such as renewing their lease, maintaining a healthy diet, money management, grooming/hygiene, maintaining employment, and socialization/transportation. Individuals make their own doctor’s appointments and administer their own medications, and prepare meals. These apartments’ location within a half-mile of a shopping center reduces residents’ dependence on automobile transportation. Community outings are arranged either through the coach or in collaboration with ARCMC’s community residential homes.

# MTM's News – Martin



## MTM's Service Providers

MTM's Service Providers  
MTM wishes to thank our subcontracted and coordinated providers for becoming a part of the transportation solution in Martin County.

**A-Z Taxi**

**We Care Transportation**

**Medi-Wheels of the Palm Beaches**

**Ride Right Transit, LLC**

**Mercy Transportation**

**Broward Transportation Support (BTS)**

\*

**ARC of Martin County**

**Council on Aging of Martin County**

**MV Transportation**

## Transportation Disadvantaged (TD) Legislative Day

Transportation Disadvantaged (TD) Legislative Day MTM participated in the Florida Commission for Transportation Disadvantaged Legislative Day held in Tallahassee on 2/2/2012. This event allowed providers, Community Transportation Coordinators and TD riders the opportunity to speak with legislators regarding the importance of the TD Program. Legislators were provided 2011 Performance Statistics and encouraged to support all opportunities to increase revenue for transportation services.

Performance by TD members at State Capitol Florida Program Director speaking with TD members about services available in Martin County.



## 2011 Performance Statistics:

- Total Trips Provided Statewide- 51,144,402
- Medical Unmet Trips- 40,654
- Employment Unmet Trips- 33,059
- Education/Training Unmet Trips- 110,170
- Nutritional Unmet Trips- 33,378
- Life-Sustaining/Other Unmet Trips- 11,323
- Unduplicated Passenger Head Count- 704,681

# MEDICAL TRANSPORTATION SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into as of the 15<sup>TH</sup> day of April, 2012 by and between Medical Transportation Management, Inc., a Missouri Corporation (hereinafter referred to as "MTM") and ARC of Martin County, (hereinafter referred to as "Transportation Provider").

**THAT WHEREAS**, MTM is engaged in the business of arranging for, and managing a network of, medical transportation service companies to deliver non-emergency medical transportation services to those Clients who wish to avail themselves of such services; and

**WHEREAS**, Transportation Provider is a transportation service company and is capable of and desires to provide services as described herein;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants, promises and undertakings herein set forth, the parties, intending to be legally bound, agree as follows:

## 1. DEFINITIONS

- A. "Client" means a customer that has entered into an Agreement with MTM directly to arrange for the provision of Covered Services for Client's Covered Persons.
- B. "Coverage Agreement" means a Client Agreement entered into by MTM entitling Covered Persons to Covered Services.
- C. "Covered Person" means any person entitled to Covered Services under the terms of one or more Coverage Agreements.
- D. "Covered Service" means any medical transportation service that MTM is obligated to provide to Covered Persons pursuant to a Coverage Agreement.
- E. "Effective Date" means April 15, 2012.
- F. "MTM Medical Transportation Provider Guidelines and Quality Improvement Program" ("MTM Guidelines") means the specific procedures, standards and administrative processes established by MTM and required of Transportation Provider to effect the intent of this Agreement.
- G. "Non-Emergency" medical transportation services means transportation services for routine appointments to clinics, physician's offices, outpatient facilities, hospitals and other medically necessary services.
- H. "Service Area" means the areas in which Transportation Provider will provide transportation services.
- I. "Urgent Request" means a Non-Emergency, but unscheduled, request to be transported to medical services promptly, usually with three (3) to twenty-four (24) hours advance notice.
- J. "Transportation Provider" means a transportation company or other business entity under Agreement/Contract with MTM.
- K. "Trip" means one-way transportation from point of pick up to destination drop off.

# MEDICAL TRANSPORTATION SERVICES AGREEMENT

**27. INCORPORATION OF EXHIBITS**

All exhibits to this Agreement are considered part of this Agreement and are fully incorporated in this Agreement as if fully set out herein.

**28. CONSTRUCTION; ACKNOWLEDGEMENT**

All parties have participated in the negotiation of this Agreement, and accordingly, the parties agree that this Agreement shall be construed and interpreted without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

Transportation Provider read this Agreement in its entirety, understands its contents, and had the advice of counsel as to the meaning and interpretation thereof.

**29. REPRESENTATIONS**

The signers of this document and represent that they are acting officially and properly on behalf of their respective business entities, and have been duly authorized, directed, and empowered to execute this Agreement.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement.

**MEDICAL TRANSPORTATION MANAGEMENT, INC.**

By: Matasha Beckholt

Title: VP Operations

Date: 4-25-12

**ARC OF MARTIN COUNTY**

By: [Signature]

Title: CEO

Address: 2001 S. Kanner Highway  
Stuart FL 34994

Date: 4/23/12

Federal I.D. # or SSN #: 596153484

# Attachment

17

**Vacant Land Contract**  
FLORIDA ASSOCIATION OF REALTORS®



**PARTIES AND DESCRIPTION OF PROPERTY**

1  
2 1. SALE AND PURCHASE: Treasure Coast Unitarian Universalist Society, Inc., a Florida not-for-profit corporation ("Seller")  
3 and The ARC of Martin County, Inc., a Florida not-for-profit corporation ("Buyer")  
4 agree to sell and buy on the terms and conditions specified below the property ("Property") described as:  
5 Address: 21 SE Central Parkway, Stuart, FL 34994  
6 Legal Description: A Portion of Parcel 2 Central Park S/D Plat, Plat Book 14, Page 24 of the Public Records of Martin County, Florida.  
7 The portion of the above-described Property shall be approximately 1.5 acres at the back/northerly side of the Property.  
8 \*\*See Addendum\*\*  
9  
10  
11  
12 including all improvements and the following additional property: an easement for ingress and egress from the Property  
13 across the remaining portion of the property retained by the Seller to and from SE Central Parkway.  
14

**PRICE AND FINANCING**

15  
16 2. PURCHASE PRICE: \$ 260,000.00 payable by Buyer in U.S. funds as follows:  
17 (a) \$ 2,500.00 Deposit received (checks are subject to clearance) on \*\*See Addendum\*\*, by  
18 \_\_\_\_\_ for delivery to Lighthouse Title Services, Inc. ("Escrow Agent")  
19 *Signature* *Name of Company*  
20 (Address of Escrow Agent) 4420 Beacon Circle, WPB, FL 33407  
21 (Phone # of Escrow Agent) \_\_\_\_\_  
22 (b) \$ 7,500.00 Additional deposit to be delivered to Escrow Agent by \*\*See Addendum\*\*,  
23 or \*\* days from Effective Date. (10 days if left blank).  
24 (c) \$ \$200,000.00 Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)  
25 (d) \$ \_\_\_\_\_ Other: \_\_\_\_\_  
26 (e) \$ 250,000.00 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds  
27 paid at closing must be paid by locally drawn cashier's check, official check, or wired funds.  
28  (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit used to  
29 determine the purchase price is  lot  acre  square foot  other (specify: \_\_\_\_\_) prorating  
30 areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a calculation of total area of  
31 the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph 8(c) of this  
32 Contract. The following rights of way and other areas will be excluded from the calculation: \_\_\_\_\_  
33

34 3. CASH/FINANCING: (Check as applicable)  (a) Buyer will pay cash for the Property with no financing contingency.  
35  (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the  
36 "Financing") within 90 days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever  
37 occurs first) (the "Financing Period"). Buyer will apply for Financing within 10 days from Effective Date (5 days if left  
38 blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer,  
39 after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this  
40 Contract and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.  
41  (1) New Financing: Buyer will secure a commitment for new third party financing for \$ 200,000.00 or  
42 \_\_\_\_\_% of the purchase price at the prevailing interest rate and loan costs based on Buyer's creditworthiness. Buyer  
43 will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or  
44 mortgage broker to disclose all such information to Seller and Broker.  
45  (2) Seller Financing: Buyer will execute a  first  second purchase money note and mortgage to Seller in the  
46 amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as follows: \_\_\_\_\_  
47

48 The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally  
49 accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's

50 Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.



*(Handwritten signatures)*

51 option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with  
52 interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if  
53 applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured.  
54 Buyer authorizes Seller to obtain credit, employment and other necessary information to determine creditworthiness for the  
55 financing. Seller will, within 10 days from Effective Date, give Buyer written notice of whether or not Seller will make the loan.  
56  (3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to \_\_\_\_\_  
57  
58 LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_  
59 per month including principal, interest,  taxes and insurance and having a  fixed  other (describe) \_\_\_\_\_  
60  
61 interest rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the mortgage will be  
62 adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow  
63 account dollar for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds \_\_\_\_\_% or the  
64 assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this  
65 agreement will terminate and Buyer's deposit(s) will be returned.

66 **CLOSING**

67 4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on       \*\*See        
68   Addendum\*\*   ("Closing Date"). Unless the Closing Date is specifically extended by the Buyer and Seller or by any other  
69 provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, financing and  
70 feasibility study periods. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after  
71 the insurance suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller-  
72 provided title evidence, surveys, association documents and other items.

73 5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted  
74 by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and  
75 recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's checks if  
76 Seller requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph 17. In addition to other  
77 expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

78 (a) Seller Costs:  
79 Taxes on the deed  
80 Recording fees for documents needed to cure title  
81 Title evidence (if applicable under Paragraph 8)  
82 Other: \_\_\_\_\_ \*\*See Addendum\*\*

83 (b) Buyer Costs:  
84 Taxes and recording fees on notes and mortgages  
85 Recording fees on the deed and financing statements  
86 Loan expenses  
87 Lender's title policy at the simultaneous issue rate  
88 Inspections  
89 Survey and sketch  
90 Insurance  
91 Other: \_\_\_\_\_ \*See Addendum\*

92 (c) Title Evidence and Insurance: Check (1) or (2):  
93  (1) The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment.  Seller will select the title  
94 agent and will pay for the owner's title policy, search, examination and related charges or  Buyer will select the title  
95 agent and pay for the owner's title policy, search, examination and related charges or  Buyer will select the title agent  
96 and Seller will pay for the owner's title policy, search, examination and related charges.  
97  (2) Seller will provide an abstract as specified in Paragraph 8(a)(2) as title evidence.  Seller  Buyer will pay for the  
98 owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search  
99 and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

100 (d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes,  
101 interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current  
102 year cannot be determined, the previous year's rates will be used with adjustment for any exemptions. **PROPERTY TAX**  
103 **DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE**  
104 **AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO**  
105 **PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE**  
106 **PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING**  
107 **VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

108 (e) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will pay (i) the  
109 full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the

110 Buyer (\_\_\_\_\_) and Seller (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.

*Handwritten signatures and initials:*  
- Top right: "Rob" and "DL" with "1370" written below.  
- Bottom center: A large circular signature.

111 assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing,  
112 and Buyer will pay all other amounts. If special assessments may be paid in installments  Buyer  Seller (if left blank,  
113 Buyer) shall pay installments due after closing. If Seller is checked, Seller will pay the assessment in full prior to or at the  
114 time of closing. Public body does not include a Homeowner Association or Condominium Association.  
115 (f) Tax Withholding: If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code  
116 requires Buyer to withhold 10% of the amount realized by the Seller on the transfer and remit the withheld amount to the  
117 Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) Seller provides Buyer with an  
118 affidavit that Seller is not a "foreign person", (2) Seller provides Buyer with a Withholding Certificate providing for reduced or  
119 eliminated withholding, or (3) the gross sales price is \$300,000 or less, Buyer is an individual who purchases the Property to  
120 use as a residence, and Buyer or a member of Buyer's family has definite plans to reside at the Property for at least 50% of  
121 the number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires Buyer  
122 and Seller to have a U.S. federal taxpayer identification number ("TIN"). Buyer and Seller agree to execute and deliver as  
123 directed any Instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying  
124 for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent.  
125 If Seller applies for a withholding certificate but the application is still pending as of closing, Buyer will place the 10% tax in  
126 escrow at Seller's expense to be disbursed in accordance with the final determination of the IRS, provided Seller so requests  
127 and gives Buyer notice of the pending application in accordance with Section 1445. If Buyer does not pay sufficient cash at  
128 closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy  
129 the requirement. Buyer will timely disburse the funds to the IRS and provide Seller with copies of the tax forms and receipts.  
130 (g) 1031 Exchange: If either Seller or Buyer wishes to enter into a like-kind exchange (either simultaneously with closing or  
131 after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects  
132 to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability  
133 or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

#### PROPERTY CONDITION

134  
135 6. LAND USE: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, with conditions  
136 resulting from Buyer's inspections and casualty damage, if any, excepted. Seller will maintain the landscaping and grounds in a  
137 comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the  
138 Buyer's prior written consent.

139 (a) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood  
140 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and  
141 rebuilding in the event of casualty.

142 (b) Government Regulation: Buyer is advised that changes in government regulations and levels of service which affect  
143 Buyer's intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has  
144 expired or if Buyer has checked choice (c)(2) below.

145 (c) Inspections: (check (1) or (2) below)

146  (1) Feasibility Study: Buyer will, at Buyer's expense and within 150 days from Effective Date ("Feasibility Study  
147 Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for commercial/office/  
148 training facility for disabled persons use. During the Feasibility Study Period, Buyer may conduct a Phase I  
149 environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that Buyer deems  
150 necessary to determine to Buyer's satisfaction the Property's engineering, architectural and environmental properties;  
151 zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other  
152 utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals,  
153 and licenses; and other inspections that Buyer deems appropriate to determine the Property's suitability for the Buyer's  
154 intended use. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies.  
155 Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals.  
156 Seller gives Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility  
157 Study Period for the purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and  
158 assigns enter the Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from  
159 losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in  
160 application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all  
161 inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien  
162 being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at  
163 Buyer's expense, (1) repair all damages to the Property resulting from the inspections and return the Property to the  
164 condition it was in prior to conduct of the inspections, and (2) release to Seller all reports and other work generated as a  
165 result of the inspections.

166 Buyer will deliver written notice to Seller prior to the expiration of the Feasibility Study Period of Buyer's determination of  
167 whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute  
168 acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to  
169 Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated as of the day  
170 after the Feasibility Study period ends and Buyer's deposit(s) will be returned after Escrow Agent receives proper  
171 authorization from all interested parties.

172  (2) No Feasibility Study: Buyer is satisfied that the Property is suitable for Buyer's purposes, including being  
173 satisfied that either public sewerage and water are available to the Property or the Property will be approved for the

174 Buyer \_\_\_\_\_ and Seller AND \_\_\_\_\_ acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.

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175 installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and  
176 restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions,  
177 are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.  
178 (d) Subdivided Lands: If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any  
179 contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels,  
180 units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots,  
181 parcels, units, or interests which are offered as a part of a common promotional plan.", Buyer may cancel this Contract for  
182 any reason whatsoever for a period of 7 business days from the date on which Buyer executes this Contract. If Buyer elects  
183 to cancel within the period provided, all funds or other property paid by Buyer will be refunded without penalty or obligation  
184 within 20 days of the receipt of the notice of cancellation by the developer.

185 **7. RISK OF LOSS; EMINENT DOMAIN:** If any portion of the Property is materially damaged by casualty before closing, or  
186 Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings,  
187 or if an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may cancel this Contract by  
188 written notice to the other within 10 days from Buyer's receipt of Seller's notification, failing which Buyer will close in  
189 accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

#### 190 TITLE

191 **8. TITLE:** Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or  
192 guardian deed as appropriate to Seller's status.

193 (a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in Seller in  
194 accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of  
195 which prevent Buyer's intended use of the Property as commercial office/working facility for disabled persons; covenants, easements  
196 and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if  
197 there is no right of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Seller will discharge at or  
198 before closing. Seller will deliver to Buyer Seller's choice of one of the following types of title evidence, which must be  
199 generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). Seller will use  
200 option (1) in Palm Beach County and option (2) in Miami-Dade County.

201 (1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and  
202 subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

203 (2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be  
204 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the  
205 Property recorded in the public records of the county where the Property is located and certified to Effective Date.  
206 However if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed  
207 insurer as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format  
208 acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent,  
209 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to Seller  
210 then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

211 (b) **Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt of  
212 title evidence but no later than closing, of any defects that make the title unmarketable. Seller will have 30 days from receipt  
213 of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the defects within the  
214 Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on Closing Date or within  
215 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to cure the defects within the  
216 Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from receipt of Seller's notice,  
217 either cancel this Contract or accept title with existing defects and close the transaction.

218 (c) **Survey:** Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice  
219 to Seller, within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on the  
220 Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such  
221 encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be  
222 determined in accordance with subparagraph (b) above.

223 (d) **Coastal Construction Control Line:** If any part of the Property lies seaward of the coastal construction control line as  
224 defined in Section 161.053 of the Florida Statutes, Seller shall provide Buyer with an affidavit or survey as required by law  
225 delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being  
226 purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including  
227 delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection  
228 of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including  
229 whether there are significant erosion conditions associated with the shoreline of the Property being purchased.

230  Buyer waives the right to receive a CCCL affidavit or survey.

#### 231 MISCELLANEOUS

232 **9. EFFECTIVE DATE; TIME; FORCE MAJEURE:**

233 (a) **Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and  
234 delivers final offer or counteroffer. Time is of the essence for all provisions of this Contract.

235 (b) **Time:** All time periods expressed as days will be computed in business days (a "business day" is every calendar day  
236 except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal

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*[Handwritten signatures]*

238 holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the  
239 county where the Property is located) of the appropriate day.  
240 (c) Force Majeure: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable  
241 to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or  
242 prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes,  
243 floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of  
244 the Buyer or Seller and which by the exercise of due diligence the non-performing party is unable in whole or in part  
245 to prevent or overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that  
246 the force majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond  
247 the 30 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and Buyer's  
248 deposit shall be refunded.

249 **10. NOTICES:** All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or  
250 electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract,  
251 regarding any contingencies will render that contingency null and void and the Contract will be construed as if the  
252 contingency did not exist. Any notice, document or item delivered to or received by an attorney or licensee (including a  
253 transaction broker) representing a party will be as effective as if delivered to or by that party.

254 **11. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
255 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
256 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. This  
257 Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated  
258 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten  
259 terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid  
260 or unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in  
261 performing all obligations under this Contract. This Contract will not be recorded in any public records.

262 **12. ASSIGNABILITY; PERSONS BOUND:** Buyer may not assign this Contract without Seller's written consent. The terms  
263 "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors,  
264 personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

#### 265 **DEFAULT AND DISPUTE RESOLUTION**

266 **13. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent  
267 effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without  
268 waiving the right to seek damages or to seek specific performance as per Paragraph 14. Seller will also be liable to Broker for  
269 the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified,  
270 including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as  
271 liquidated damages or to seek specific performance as per Paragraph 14; and Broker will, upon demand, receive 50% of all  
272 deposits paid and agreed to be paid (to be split equally among Brokers) up to the full amount of the brokerage fee.

273 **14. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims, and other matters in  
274 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

275 (a) Disputes concerning entitlement to deposits made and agreed to be made: Buyer and Seller will have 30 days from  
276 the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will  
277 submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real  
278 Estate Commission. ("FREC"). Buyer and Seller will be bound by any resulting award, judgment or order. A broker's  
279 obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the  
280 escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so chooses,  
281 applies only to brokers and does not apply to title companies, attorneys or other escrow companies.

282 (b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
283 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in  
284 the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided  
285 for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the  
286 contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules  
287 of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee  
288 named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to  
289 the proceeding. This clause will survive closing.

290 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
291 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
292 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
293 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
294 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
295 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties.  
296 Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the  
297 arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to  
298 the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

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ESCROW AGENT AND BROKER

300  
301 15. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow  
302 and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this  
303 Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for  
304 misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract  
305 or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and  
306 costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent  
307 and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so  
308 long as Escrow Agent consents to arbitrate.

309 16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations  
310 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
311 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements,  
312 the effect of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property  
313 condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the  
314 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or  
315 public records. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for  
316 verification of the Property condition and facts that materially affect Property value. Buyer and Seller respectively will  
317 pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's  
318 officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure  
319 to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,  
320 agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform  
321 contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services  
322 regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3)  
323 products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full  
324 responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory  
325 obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

326 17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to Closing  
327 Agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in  
328 separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker  
329 has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse  
330 brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by  
331 Seller or listing broker to cooperating brokers.

332 Not Applicable/No Broker Not Applicable/No Broker  
333 Selling Sales Associate/License No. Selling Firm/Brokerage Fee: (\$ or % of Purchase Price)

334 Not Applicable/No Broker Not Applicable/No Broker  
335 Listing Sales Associate/License No. Listing Firm/Brokerage Fee: (\$ or % of Purchase Price)

336 ADDITIONAL TERMS:

337 18. ADDITIONAL TERMS:  
338 \*\*See Addendum Attached to and Made a Part hereof\*\*  
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358 Buyer (\_\_\_\_\_) and Seller (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

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376 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

377 OFFER AND ACCEPTANCE

378 (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
379 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy  
380 delivered to Buyer no later than \_\_\_\_\_ a.m.  p.m. on \_\_\_\_\_, this offer will be  
381 revoked and Buyer's deposit refunded subject to clearance of funds.

382 COUNTER OFFER/REJECTION

383  Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a  
384 copy of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from the  
385 date the counter is delivered.  Seller rejects Buyer's offer.

386 Date: 11/1/13 Buyer: [Signature]  
387 Print name: The ARC of Martin County, Inc. a FL not-for-profit corporation by Keith W. Muniz, CEO

388 Date: 11/1/13 Buyer: [Signature]  
389 Phone: (772) 283-2525 Print name: By: Keith W. Muniz, CEO  
390 Fax: \_\_\_\_\_ Address: 2001 South Kanner Hwy., Stuart, FL 34994  
391 E-mail: kmuniz@arcmc.org

392 Date: 11/4/2013 Seller: TREASURE COAST UNITARIAN UNIVERSALIST  
393 Print name: Abigail M. Deaver SOCIETY  
Print name: Treasure Coast Unitarian Universalist Society, Inc. a FL NFP corporation by Abigail M. Deaver, Pres.

394 Date: 11/4/2013 Seller: Abigail M. Deaver  
395 Phone: (772) 223-5020 Print name: By: Abigail M. Deaver, President  
396 Fax: \_\_\_\_\_ Address: 21 SE Central Parkway, Stuart, FL 34994  
397 E-mail: \_\_\_\_\_

398 Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed acceptance of the final offer.)

399 Buyer [Signature] and Seller \_\_\_\_\_ acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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[Signature]  
[Signature]

ADDENDUM

Addendum to Commercial Contract, dated this \_\_\_\_ day of \_\_\_\_\_ 2013, ("Contract") between TREASURE COAST UNITARIAN UNIVERSALIST SOCIETY, INC., a Florida not-for-profit corporation ("Seller") and THE ARC OF MARTIN COUNTY, INC., a Florida not-for-profit corporation ("Buyer") for real property described as: A portion of Parcel 2 Central Park S/D Plat, Plat Book 14, Page 24 of the Public Records of Martin County, Florida ("Property"). The Contract and this Addendum shall collectively be referred to at times as the "Contract." The parties agree that the Contract shall be modified, supplemented and amended as follows:

1. The Property being purchased is approximately one and one half (1 ½) acres of the existing property presently owned by the Seller, as is depicted on the Survey dated June 26, 2013, prepared by Betsy Lindsay, Inc. Surveying and Mapping, project No. 13-58, a copy of which is attached hereto as Exhibit A and made a part hereof ("Survey"). The legal description for the Property shall be as set forth in the Survey. Additionally, an ingress/egress/utility easement shall be granted by Seller to Buyer in connection with the purchase of the Property in the forty-five-foot (45') wide area depicted on the western side of the Property and the property retained by Seller as shown on the Survey.


2. If this Contract offer is not executed by and delivered to all parties on or before November 6, 2013, at Buyer's option, this offer shall be withdrawn, and if there has been any deposit made, such deposit monies shall be immediately returned to Buyer.



3. The initial \$2,500.00 deposit shall be placed with the Escrow Agent within 48 hours of Seller's acceptance of this Contract offer. The additional \$7,500.00 deposit shall be deposited with the Escrow Agent within 48 hours of the Financing Contingency being satisfied in accordance with Paragraph 3 of the Contract and the Feasibility Study being acceptable in accordance with Paragraph 6 of the Contract.

4. Notwithstanding anything to the contrary contained in the Contract, whenever the term "Days" is used in the Contract or this Addendum, this term shall be deemed to mean a Calendar Day, inclusive of Saturdays, Sundays and holidays.

5. Buyer's obligations hereunder are contingent upon Buyer being able to be approved for and close upon a Purchase Money Mortgage Loan in an amount of not less than \$200,000.00, on satisfactory terms and conditions to Buyer. If for any reason, Buyer is not able to obtain a firm commitment for such satisfactory mortgage loan financing within 90 days from the Effective Date hereof, Buyer may terminate this Contract and all deposits shall be returned to Buyer. Moreover, if after obtaining an approval for satisfactory mortgage loan financing, Buyer's mortgage lender does not close and fund such mortgage loan for any reason, Buyer may terminate the Contract and all deposits shall be returned to Buyer.

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6. Subject to any extensions pursuant to the terms of the Contract, the closing of the transaction hereunder shall occur 180 days from the Effective Date hereof unless the parties mutually agree, in writing, to an earlier or later closing date.

7. Notwithstanding anything to the contrary contained in this Contract, to the extent it may be necessary to coordinate closing with Buyer's mortgage lender, Buyer may extend the closing date hereunder for up to fifteen (15) days, upon written notice to Seller.

8. The Property being purchased by Buyer hereunder does not have direct access to a public road. As part of the purchase of the Property hereunder, at the time of closing, Seller agrees to grant to Buyer an easement for ingress and egress, not less than 45 feet wide ("Access Easement"), from the Property being purchased across Seller's retained property, to and from SE Central Parkway. Such Access Easement shall be located along the western boundary line of Seller's Property as is shown and described as the "45-foot Easement for access, drainage & utilities" on the Survey attached hereto as "Exhibit A" and made a part hereof. The Access Easement area already has a paved roadway, and it is already being used by neighboring properties to the west. Buyer shall have the right to use such Access Easement in common with the neighboring owners to the west. Moreover, to the extent such Access Easement area includes utility easement rights, Buyer shall also be entitled to enjoy such utility easement rights. At the time of closing, Buyer and Seller shall enter into an Access Easement Agreement, to be recorded in the public records, confirming the Access Easement in favor of the Buyer and the Property, which shall run with the Land.

Buyer and Seller agree that they shall equally share the costs of maintenance of the improvements located within the Access Easement area, and that such terms and conditions shall be contained in the Access Easement Agreement signed by the parties at the time of Closing.

9. In connection with Buyer's Due Diligence Period under the Contract, in addition to the documents which may otherwise be specified in the Contract, Seller shall, within five (5) days of the Effective Date of the Contract, provide copies to Buyer of the following documents in connection with the Property, to the extent such documents are in the possession of or are readily available to Seller:

- a. Surveys and/or site plans
- b. Existing Owner's Title Insurance Policy
- c. Information regarding any pending or threatened legal actions, either private or governmental
- d. All environmental studies, reports and audits in connection with the Property
- e. All traffic studies or reports in connection with the Property

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To the extent Seller has already provided copies of any such documents to Buyer prior to the execution of this Contract, the requirements of this paragraph shall be deemed satisfied.

10. During Buyer's Due Dillgence Period, among other things, Buyer needs to verify and get approval from the local governmental agencies having jurisdiction thereof that:

- a. "Lot split" or "subdivison" can take place whereby the approximately 1.5 acres comprising the Property can be separated from the entire parcel of Property owned by the Seller and conveyed to Buyer.
- b. A private ingress/egress easement will be acceptable and approved for Buyer's intended use of the Property.
- c. Any other building- and zoning-related matters which may affect Buyer's intended use of the Property.

To the extent that it may be necessary, Seller agrees to cooperate with Buyer and the local government agencies having jurisdiction of these matters.

11. Buyer's obligations under this Contract are expressly made subject to and conditioned upon Buyer obtaining the necessary local governmental approvals regarding a "lot split" or "subdivision" and Ingress/egress easement, and any other building- and zoning-related matters for which approval may be necessary in order to enable Buyer to use the Property for Buyer's intended uses. For the purposes of this Contract, obtaining all of such local governmental approvals shall be referred to herein at times as "Permitting."

12. Any and all costs and fees associated with Permitting shall be equally shared by Buyer and Seller. Such costs and fees shall include, but not be limited to, surveying, engineering, site plan amendments, ~~landscape plan amendments~~, platting and any and all professional fees associated therewith. It is agreed that Seller's attorney, Terry McCarthy, Esquire, shall be lead counsel in pursuing the necessary approvals with any local governmental agencies in order to achieve and obtain any required approval for a "lot split" or "subdivision," as the case may be, as well as ingress and egress and other issues generally affecting both properties in pursuing the Permitting process. Seller's counsel shall keep Buyer's counsel, Conrad Damon, Esquire, involved in and apprised of such local governmental approval process. Surveying and engineering services shall be provided by C. Calvert Montgomery & Associates, Inc. Notwithstanding anything to the contrary contained in the foregoing, Seller shall not be responsible for any expenses relating only to the Property being purchased by Buyer hereunder and improvements to be made thereon by Buyer.

Buyer will advance the cost of any expenses, fees and costs relating to

3 of 7

The parties anticipate that Buyer's acquisition of the Property shall create the need to construct a new water management area to serve the Seller's remaining property. Buyer agrees to pay promptly all costs associated with constructing a new water management area to serve the Seller's remaining property.



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the Permitting approval process, and will receive a credit at Closing from Seller to reimburse Buyer for one-half (1/2) of the total of all such expenses, fees and costs, except those relating solely to improvements to be made to the Property by Buyer after Closing.

If for any reason, the parties are not able to obtain approvals in the Permitting process which are satisfactory to the Buyer, and the Buyer elects to cancel this Contract and receive a refund of its Deposit money hereunder, the Buyer will nevertheless incur and be responsible for all of the expenses, fees and costs associated with pursuing the Permitting approval process, and Seller shall have no liability therefor.

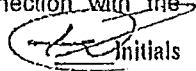


13. Buyer and Seller agree that to the extent necessary to allow the pursuit and completion of the Permitting approval process, the Closing Date hereunder shall be extended to a time beyond the Closing Date set forth in Paragraph 6 of this Addendum, to a time not more than thirty (30) days after any required local government approvals are obtained in connection with the Permitting. Provided, however, in the event Closing hereunder cannot take place within two hundred and ten (210) days after the Effective Date of this Contract, either Buyer or Seller shall have the right to give written notice to the other cancelling this Contract, whereupon all Deposit money is paid by Buyer hereunder shall be immediately be paid to Buyer.

14. Seller represents and warrants the following:

- a. There are no existing Leases in connection with the Property. Moreover, there are no mortgages, liens or encumbrances on the Property, with the exception of the following: *Mortgage to Eugene E. Heston in the original principal sum of \$326,000.00, dated February 28, 1997 and recorded in Official Records Book 1223, Pages 1308-1310, of the public records of Martin County, Florida, as assigned to Suntrust Bank, South Florida, N.A. as trustee of the Eugene E. Heston Revocable Trust Dated February 1, 1990 as Amended and Restated on June 10, 1993 and recorded in Official Records Book 1274, Page 908 of the public records of Martin County, Florida.*
- b. Seller has filed all required Federal, State, and local tax returns affecting the Property, and has paid all taxes due and owing in connection therewith.
- c. No proceedings, lawsuits, or written complaints are pending or have been made against the Seller in connection with the Property.
- d. Seller has no knowledge of any condemnation or eminent domain proceedings pending or threatened which would have any impact on the Property.
- e. Seller has no knowledge of any city, county, state, federal, building, zoning, fire, safety or health code violations in connection with the

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Property.

- f. To the best of Seller's knowledge, the Property does not contain any toxic or other hazardous waste or contaminants, and Seller has not received any notice of claim in connection therewith.
- g. Seller has no knowledge of any defects or conditions in the Property which would have a materially adverse affect on the Property or the ability to operate the Property for the following purposes: commercial/office/training facility for persons with disabilities.

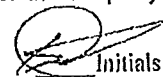
All of the foregoing representations and warranties shall be true as of the time of closing. If any matters should arise which shall render any of the above representations and warranties incorrect or untrue, Seller shall immediately notify Buyer of the same in writing. If the Buyer requires the matter to be corrected prior to closing, Buyer shall so notify Seller in writing and Seller shall use diligent efforts to correct such matter. If Seller is unable to correct such matter prior to closing, Buyer may terminate this Contract and receive the return of its deposit monies, or Buyer may elect to postpone the closing to enable Seller to further attempt to remedy such matter.


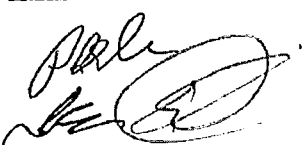
15. Buyer and Seller agree to equally share the cost of all documentary stamp tax on the deed and recording expenses in connection therewith. Buyer and Seller shall further equally share the cost for a title search and exam and title insurance premium for an owner's policy of title insurance, as well as the settlement fee for the title insurance closing agent. Buyer hereby selects and the parties agree to use Lighthouse Title Services, Inc., 4420 Beacon Circle, West Palm Beach, Florida, 33407, to provide the title insurance and closing services in connection with this transaction. Seller will reasonably cooperate with such closing agent in effectuating the closing. Buyer shall also pay all expenses related to Buyer's mortgage loan financing. Each party shall pay their own respective attorney's fees and costs.

16. Buyer and Seller each represent to the other that neither has dealt with a real estate broker or other agent in connection with this transaction. No real estate brokerage commission or finder's fee should be owed to any other parties arising out of this transaction. Buyer and Seller each agree to indemnify and hold the other harmless from any claims for commission or finder's fee arising out of the acts or omissions of the other, which indemnification and hold harmless shall include all costs and attorneys' fees which may be incurred by the party entitled to indemnification and whether suit be brought or not.

17. The parties acknowledge that although they will endeavor to settle all financial matters at the time of closing, there may be unsettled financial responsibilities remaining at the time of closing. Therefore, at closing, the parties shall execute a closing agreement to be prepared by Buyer, providing that a) any unpaid charges, assessments, accounts or other matters related to the Property or the operation thereof arising prior to closing or related to Seller's operation and ownership of the Property

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(including but not limited to unpaid utility charges, service contracts, assessments or taxes) shall remain the obligation of and be paid by Seller.

18. Seller shall indemnify and hold Buyer harmless from any claims, liabilities or damages related to matters arising before closing or arising from Seller's ownership or operation of the Property, misrepresentations or breach of any warranties set forth herein or in any of the closing documents. Buyer shall indemnify and hold Seller harmless from any claims, liabilities or damages arising from Buyer's ownership or operation of the Property after closing.

19. All notices, requests, consents and other communications required or permitted to be given under this Agreement will be in writing (including telefax or teletype) and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand delivered or delivered by a recognized national overnight courier service, or shall be sent by electronic communication (whether by telefax, or teletype), addressed as follows:

To Seller: TREASURE COAST UNITARIAN UNIVERSALIST SOCIETY, INC.  
21 SE Central Parkway  
Stuart, FL 34994

To Buyer: THE ARC OF MARTIN COUNTY, INC.  
2001 South Kanner Hwy.  
Stuart, FL 34994

20. This Addendum may be executed in one or more counterparts, all of which when taken together shall be deemed to constitute one original document.

21. A duly executed facsimile copy of this Addendum shall be deemed an original for all purposes.


22. The parties hereto expressly stipulate and agree that each has had an adequate opportunity to have this Contract reviewed by counsel of their choice and that they and their counsel are satisfied with the content and subject matter of this Contract.

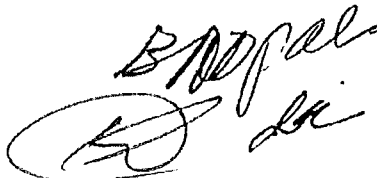
23. This Contract shall not be construed against either party hereto on grounds of vagueness or for any other reason whatsoever, and the parties hereby expressly agree that this Contract was drafted mutually by each of them.

24. Except as modified hereby, all terms and conditions of the Contract are hereby ratified and reaffirmed. Any conflict between the terms of this Addendum and the Contract shall be controlled by this Addendum. Any references in the Contract or this Addendum to the "Contract" shall be deemed to include this Addendum.

25. With respect to Section 5(e) of the Contract regarding special assessments by a public body, to the extent any existing special assessments are being paid in installments, Seller shall not be obligated to pay any outstanding balance in

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connection therewith in full at the time of Closing. Rather, once the Property is "split," each party shall be responsible for its pro rata share of any such installments after Closing.

26. After construction of its Improvements on the Property to the extent that Buyer's use of the Property will not include Sundays such that Buyer's parking lot may be available, Buyer agrees to permit Seller to use such parking lot for any overflow parking requirements in connection with services at Seller's Property on Sundays. Seller shall be required to fully indemnify and hold harmless Buyer and provide evidence of liability insurance coverage naming Buyer as an additional insured in connection therewith.

TREASURE COAST UNITARIAN THE ARC OF MARTIN COUNTY, INC.,  
UNIVERSALIST SOCIETY, INC. A Florida not-for-profit corporation  
A Florida not-for-profit corporation

By: Abigail M. Deaver By: Keith W. Muniz  
Abigail M. Deaver, President Keith W. Muniz, President and CEO  
Date: \_\_\_\_\_ Date: 11/1/13

Pat Birt  
PAT BIRT, SECRETARY

Bruce Olson  
BRUCE OLSON, vice president

John Cruckenberger  
John Cruckenberger, member BOD

[Signature]  
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Attachment

18

**2013 FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING  
AND LAND USE REGULATIONS**

FHFC Application Reference: RFA 2013-004

(Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application)

Name of Development: Lively Oaks

Development Location: Kanner Highway, Southeast Central Parkway, Stuart

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).)

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

(1) The zoning designation for the above- referenced Development location is R3-MULTIFAMILY/  
OFFICE; and

(2) The proposed number of units and intended use are consistent with current land use regulations and the referenced zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, there <sup>maybe</sup> are ~~no~~ additional land use regulation hearings or approvals required to obtain the zoning classification or density described herein. Assuming compliance with the applicable land use regulations, there <sup>maybe</sup> are ~~no~~ known conditions which would preclude construction or rehabilitation (as the case may be) of the referenced Development on the proposed site.

**CERTIFICATION**

I certify that the City/County of Stuart has vested in me the authority to verify  
(Name of City/County)

consistency with local land use regulations and the zoning designation specified above or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

[Signature]  
Signature

Terrance W. O'Neil  
Print or Type Name

City Development Director  
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

**2013 FLORIDA HOUSING FINANCE CORPORATION  
LOCAL GOVERNMENT VERIFICATION OF STATUS  
OF SITE PLAN APPROVAL FOR MULTIFAMILY DEVELOPMENTS**

FHFC Application Reference: RFA 2013-004

(Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application)

Name of Development: Lively Oaks

Development Location: Kanner Highway, Southeast Central Parkway, Stuart

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).)

Zoning Designation:

Mark the applicable statement:

1.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process. The final site plan, in the zoning designation stated above, was approved on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by action of the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
  
2.  The above-referenced Development is (a) new construction, or (b) rehabilitation with new construction, or (c) rehabilitation, without new construction, that requires additional site plan approval or similar process, and (i) this jurisdiction provides either preliminary site plan approval or conceptual site plan approval which has been issued, or (ii) site plan approval is required for the new construction work and/or the rehabilitation work; however, this jurisdiction provides neither preliminary site plan approval nor conceptual site plan approval, nor is any other similar process provided prior to issuing final site plan approval. Although there is no preliminary or conceptual site plan approval process and the final site plan approval has not yet been issued, the site plan, in the zoning designation stated above, has been reviewed.  
  
The necessary approval and/or review was performed on or before the submission deadline for the above referenced FHFC Request for Proposal/Application by the appropriate City/County legally authorized body; e.g. council, commission, board, department, division, etc., responsible for such approval process.
  
3.  The above-referenced Development, in the zoning designation stated above, is rehabilitation without any new construction and does not require additional site plan approval or similar process.

**CERTIFICATION**

I certify that the City/County of STUART has vested in me the authority to verify status of site plan approval as specified above and I further certify that the information stated above is true and correct.  
(Name of City or County)

Terrance W. O'Neil  
Signature

Terrance W. O'Neil  
Print or Type Name

City Development Director  
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to site plan approval, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If this certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

**2013 FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - SEWER CAPACITY,  
PACKAGE TREATMENT, OR SEPTIC TANK**

FHFC Application Reference: RFA 2013-004

(Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application)

Name of Development: Lively Oaks

Development Location: Kanner Highway, Southeast Central Parkway, Stuart

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).)

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

- D.P. 11/4/13*
- \* 1. Sewer Capacity, ~~Package Treatment, or Septic Tank~~ is available to the proposed Development.
  - 2. There are no impediments to the proposed Development for obtaining the specified waste treatment service other than payment of hook-up or installation fees, line extensions to be paid for by the Applicant in connection with the construction of the Development, or other such routine administrative procedure.
  - 3. To the best of our knowledge, no variance or local hearing is required to make this service available to the proposed Development.
  - 4. To the best of our knowledge, there are no moratoriums pertaining to this service, which are applicable to the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

David D. Peters  
Signature

City of Stuart  
Name of Entity Providing Service

David D. Peters  
Print or Type Name

121 S.W. Franklin Ave., Stuart, FL 34994  
Address (street address, city, state)

Asst. Public Works Director  
Print or Type Title

(772) 288-1292  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

\* may require a sewage collection system and assessments



**2013 FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - WATER**

FHFC Application Reference: RFA 2013-004

(Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application)

Name of Development: Lively Oaks

Development Location: Kanner Highway, Southeast Central Parkway, Stuart

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).)

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

- \*1. Potable water is available to the proposed Development.
- 2. There are no impediments to the proposed Development for obtaining potable water service other than payment of hook-up or installation fees, line extensions to be paid for by the Applicant in connection with the construction of the Development, or other such routine administrative procedure.
- 3. To the best of our knowledge, no variance or local hearing is required to make potable water available to the proposed Development.
- 4. To the best of our knowledge, there are no moratoriums pertaining to potable water which are applicable to the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

David D. Peters

Signature

City of Stuart

Name of Entity Providing Service

David D. Peters

Print or Type Name

121 SW Florida Ave., Stuart, FL 34994

Address (street address, city, state)

Asst Public Works Director

Print or Type Title

(722) 288-1292

Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

\* May require a water line and assessment.

**2013 FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ROADS**

FHFC Application Reference: RFA 2013-004

(Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application)

Name of Development: Lively Oaks

Development Location: Kanner Highway, Southeast Central Parkway, Stuart

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).)

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

- ★ 1. Existing paved roads provide access to the proposed Development or paved roads will be constructed as part of the proposed Development.
2. There are no impediments to the proposed Development using the roads other than payment of impact fees or providing curb cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development.
3. The execution of this verification is not a granting of traffic concurrency approval for the proposed Development.
4. To the best of our knowledge, there are no moratoriums pertaining to road usage which are applicable to the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

David D. Peters  
Signature

City of Stuart  
Name of Entity Providing Service

David D. Peters  
Print or Type Name

121 SW Florida Ave, Stuart, FL 34994  
Address (street address, city, state)

Asst. Public Works Director  
Print or Type Title

(772) 288-1292  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

★ Proof of ingress/egress easement from Kanner Highway to property is required.

**2013 FLORIDA HOUSING FINANCE CORPORATION  
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ELECTRICITY**

FHFC Application Reference: RFA 2013-004

(Indicate the name of the application process under which the proposed Development is applying/has applied for funding from the Corporation such as the Request for Proposal/Application number and/or the name of the Request for Proposal/Application)

Name of Development: Lively Oaks

Development Location: Kanner Highway, Southeast Central Parkway, Stuart

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county).)

The undersigned service provider confirms that on or before the submission deadline for the above referenced FHFC Request for Proposal/Application:

1. Electricity is available to the proposed Development.
2. There are no impediments to the proposed Development for obtaining electric service other than payment of hook-up or installation fees, line extensions to be paid for by the Applicant in connection with the construction of the Development, or other such routine administrative procedure.
3. To the best of our knowledge, no variance or local hearing is required to make electricity available to the proposed Development.
4. To the best of our knowledge, there are no moratoriums pertaining to electric service which are applicable to the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

Sharri Allore  
Signature

Sharri Allore  
Print or Type Name

Project manager  
Print or Type Title

FPL  
Name of Entity Providing Service

4406 SW Carboway  
Address (street address, city, state)

Palm City FL 34990

772-223-4209  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the certification will not be accepted.

What is the Applicant's Grant Request Amount? \$1,502,500

Applicants must enter the Grant Request Amount as a source on the Development Cost Pro Forma.

- b. SAIL funding: Applicants must request SAIL funding, which may be up to \$10,000 per bedroom. Multiply the number of bedrooms stated in question F.7. by \$10,000. This is the maximum request amount. Requests that exceed the maximum Request Amount will be adjusted down to the maximum Request Amount. The loan will have a 0 percent interest rate. Remaining terms of the loan are outlined in Rule Chapter 67-48, F.A.C.

What is the Applicant's SAIL Loan Request Amount? \$300,000

The SAIL Loan Request Amount will be used in the Leveraging and Florida Job Creation Preference Tie-Breakers. Applicants must enter the SAIL Loan Request Amount as a source on the Development Cost Pro Forma.

- c. ELI Funding: Applicants may request ELI Funding. To determine the maximum amount of ELI funding allowable, an Applicant must first determine how many Units will be provided by bedroom count (e.g., number of 1-bedroom Units, number of 2-bedroom Units, etc.) ("Unit Mix"). 25 percent of the Units must be designated as ELI Units and will be eligible for ELI Funding. These Units must be proportionately distributed across each Unit Mix. To ensure this, Applicants are strongly encouraged to use the ELI Maximum Determination Worksheet provided at <http://www.floridahousing.org/BusinessAndLegal/Solicitations/RequestForApplications/2013-004> (also accessible by clicking [here](#)). By entering the number of Units into the Worksheet, the number of ELI Units and ELI funding will calculate automatically. These numbers can then be entered into the fields below. However, if the ELI Units are not proportionately distributed across the Unit Mix, the Corporation will redistribute the ELI Units and lower the ELI Funding Request to the maximum allowed, if needed.

[NOTE: During the credit underwriting process, successful Applicants will have the ability to designate all of the bedrooms in some or all of the Units as IRO Units as further outlined in Section Four, Item O. of this RFA. If the Applicant chooses to designate bedrooms as IRO Units, no additional ELI funding will be made available.]

- |     |   |             |
|-----|---|-------------|
| (1) | How many Units will have 0 bedrooms?                    | <u>0</u>    |
|     | As a result, how many of these will be ELI Units (25%)? | <u>0</u>    |
|     | Multiply the number of ELI Units by \$65,000            | <u>\$ 0</u> |
| (2) | How many Units will have 1 bedroom?                     | <u>0</u>    |
|     | As a result, how many of these will be ELI Units (25%)? | <u>0</u>    |
|     | Multiply the number of ELI Units by \$70,000            | <u>\$ 0</u> |

(3)	How many Units will have 2 bedrooms?	<u>2</u>
	As a result, how many of these will be ELI Units (25%)?	<u>.5</u>
	Multiply the number of ELI Units by \$75,000	<u>\$37,500</u>
(4)	How many Units will have 3 bedrooms?	<u>6</u>
	As a result, how many of these will be ELI Units (25%)?	<u>1.5</u>
	Multiply the number of ELI Units by \$80,000	<u>\$120,000</u>
(5)	How many Units will have 4 bedrooms?	<u>2</u>
	As a result, how many of these will be ELI Units (25%)?	<u>.5</u>
	Multiply the number of ELI Units by \$80,000	<u>\$40,000</u>
	(no more than 20% of the total Units may be 4 bedroom Units and no Units may consist of more than 4 bedrooms)	

Add the amounts of funding calculated in (1) through (5) to determine the maximum ELI Funding Request amount. Requests that exceed the maximum Request Amount will be adjusted down to the maximum Request Amount.

What is the Applicant's ELI Funding Request Amount? \$ 197,500  
 The ELI Funding Request Amount will be used in the Leveraging and Florida Job Creation Preference Tie-Breakers. Applicants must enter the ELI Funding Request Amount as a source on the Development Cost Pro Forma.

# Attachment

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What is the Applicant's Grant Request Amount? \$1,502,500  
 Applicants must enter the Grant Request Amount as a source on the Development Cost Pro Forma.

- b. SAIL funding: Applicants must request SAIL funding, which may be up to \$10,000 per bedroom. Multiply the number of bedrooms stated in question F.7. by \$10,000. This is the maximum request amount. Requests that exceed the maximum Request Amount will be adjusted down to the maximum Request Amount. The loan will have a 0 percent interest rate. Remaining terms of the loan are outlined in Rule Chapter 67-48, F.A.C.

What is the Applicant's SAIL Loan Request Amount? \$300,000  
 The SAIL Loan Request Amount will be used in the Leveraging and Florida Job Creation Preference Tie-Breakers. Applicants must enter the SAIL Loan Request Amount as a source on the Development Cost Pro Forma.

- c. ELI Funding: Applicants may request ELI Funding. To determine the maximum amount of ELI funding allowable, an Applicant must first determine how many Units will be provided by bedroom count (e.g., number of 1-bedroom Units, number of 2-bedroom Units, etc.) ("Unit Mix"). 25 percent of the Units must be designated as ELI Units and will be eligible for ELI Funding. These Units must be proportionately distributed across each Unit Mix. To ensure this, Applicants are strongly encouraged to use the ELI Maximum Determination Worksheet provided at <http://www.floridahousing.org/BusinessAndLegal/Solicitations/RequestForApplications/2013-004> (also accessible by clicking [here](#)). By entering the number of Units into the Worksheet, the number of ELI Units and ELI funding will calculate automatically. These numbers can then be entered into the fields below. However, if the ELI Units are not proportionately distributed across the Unit Mix, the Corporation will redistribute the ELI Units and lower the ELI Funding Request to the maximum allowed, if needed.

[NOTE: During the credit underwriting process, successful Applicants will have the ability to designate all of the bedrooms in some or all of the Units as IRO Units as further outlined in Section Four, Item O. of this RFA. If the Applicant chooses to designate bedrooms as IRO Units, no additional ELI funding will be made available.]

- |     |   |                   |
|-----|---|-------------------|
| (1) | How many Units will have 0 bedrooms?                    | <u>0</u>          |
|     | As a result, how many of these will be ELI Units (25%)? | <u>          </u> |
|     | Multiply the number of ELI Units by \$65,000            | <u>\$ 0</u>       |
|     |   |                   |
| (2) | How many Units will have 1 bedroom?                     | <u>0</u>          |
|     | As a result, how many of these will be ELI Units (25%)? | <u>          </u> |
|     | Multiply the number of ELI Units by \$70,000            | <u>\$ 0</u>       |

(3)	How many Units will have 2 bedrooms?	<u>2</u>
	As a result, how many of these will be ELI Units (25%)?	<u>.5</u>
	Multiply the number of ELI Units by \$75,000	<u>\$37,500</u>
(4)	How many Units will have 3 bedrooms?	<u>6</u>
	As a result, how many of these will be ELI Units (25%)?	<u>1.5</u>
	Multiply the number of ELI Units by \$80,000	<u>\$120,000</u>
(5)	How many Units will have 4 bedrooms?	<u>2</u>
	As a result, how many of these will be ELI Units (25%)?	<u>.5</u>
	Multiply the number of ELI Units by \$80,000	<u>\$40,000</u>
	(no more than 20% of the total Units may be 4 bedroom Units and no Units may consist of more than 4 bedrooms)	

Add the amounts of funding calculated in (1) through (5) to determine the maximum ELI Funding Request amount. Requests that exceed the maximum Request Amount will be adjusted down to the maximum Request Amount.

What is the Applicant's ELI Funding Request Amount? \$ 197,500  
 The ELI Funding Request Amount will be used in the Leveraging and Florida Job Creation Preference Tie-Breakers. Applicants must enter the ELI Funding Request Amount as a source on the Development Cost Pro Forma.



**RFA 2013-004 DEVELOPMENT COST PRO FORMA  
FOR LARGER DEVELOPMENTAL DISABILITY PROPERTIES NOT REQUESTING HOUSING CREDITS**

- NOTES: (1) Developer overhead may not exceed 10% of Development cost.  
The overhead will not be paid until after construction completion.
- (2) Contingency Reserves allowed are amounts that cannot exceed 5% for Development Category of New Construction and 15% for Rehabilitation.
- (3) The Corporation acknowledges that the costs listed on the Development Cost Pro Forma, Detail/Explanation Sheet, and Sources of Funding are subject to change during credit underwriting.
- (4) After preliminary awards are made, the Corporation will finalize the amount of funding based on the needs determined by credit underwriting.

USE THE DETAIL/EXPLANATION SHEET FOR EXPLANATION OF \* ITEMS.

<b>DEVELOPMENT COSTS</b>	<b>AMOUNT</b>
<i>Actual Construction Costs</i>	
Demolition	\$ _____
New Rental Units	\$ <u>1,367,112</u>
Rehab of Existing Rental Units	\$ _____
*Other (explain in detail)	\$ <u>37,730</u>
<b>A. TOTAL ACTUAL CONSTRUCTION COSTS</b>	<b>\$ _____</b>
<i>General Development Costs</i>	
Accounting Fees	\$ _____
Appraisal (if applicable)	\$ <u>2,500</u>
Architect & Engineering Fees	\$ <u>12,000</u>
Builder's Risk Insurance (or Owner's Property Coverage during construction)	\$ <u>800</u>
Building Permit, Impact Fee(s)*, Connection Fee(s)	\$ <u>14,000</u>
Environmental Phase I Report	\$ <u>2,000</u>
FHFC Credit Underwriting Fees	\$ <u>16,636</u>
FHFC Construction Draw & Inspection Costs	\$ <u>4,517</u>
Insurance (Liability, during construction)	\$ <u>1,600</u>
Legal Fees	\$ <u>12,000</u>
Property Taxes (during construction)	\$ _____
Soil Test	\$ <u>600</u>

**RFA 2013-004 DEVELOPMENT COST PRO FORMA  
FOR LARGER DEVELOPMENTAL DISABILITY PROPERTIES NOT REQUESTING HOUSING CREDITS**

	<b>AMOUNT</b>
Survey	\$ <u>2,000</u>
Title Insurance & Recording Fees	\$ <u>1,000</u>
<b>*Other (explain in detail)</b>	\$ _____
<b>B. TOTAL GENERAL DEVELOPMENT COST</b>	\$ <u>                    </u>
<b>C. ACQUISITION COST OF PROPERTY*</b> (if appropriate)	\$ <u>260,000</u>
<i>Financial Costs</i>	
Loan Origination and Commitment Fee(s)	\$ _____
Construction Loan Interest	\$ _____
Loan Closing Costs	\$ _____
<b>*Other (explain in detail)</b>	\$ <u>5,000</u>
<b>D. TOTAL FINANCIAL COST</b>	\$ <u>                    </u>
<b>E. DEVELOPMENT COST</b> (A+B+C+D)	\$ <u>                    </u>
<b>F. DEVELOPER'S OVERHEAD</b> <small>See Note (1)</small>	\$ <u>173,929</u>
<b>G. CONTINGENCY RESERVES</b> <small>See Note (2)</small>	\$ <u>86,777</u>
<b>H. TOTAL DEVELOPMENT COST</b> (E+F+G)	\$ <u>                    </u>

**RFA 2013-004 DEVELOPMENT COST PRO FORMA  
FOR LARGER DEVELOPMENTAL DISABILITY PROPERTIES NOT REQUESTING HOUSING CREDITS**

**Detail/Explanation Sheet**

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

**DEVELOPMENT COSTS**

***Actual Construction Cost***

*(as listed at Item A)*

Other: Energy-efficient, accessible appliances \$20,529  
Energy-efficient landscaping + sensory/therapy garden \$15,000

***General Development Costs***

*(as listed at Item B)*

Impact Fees: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Financial Costs***

*(as listed at Item D)*

Other: \$5,000 Closing costs  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: Consulting fees, if any, and any financial or other guarantees required for the financing must be paid out of the Developer overhead. Consulting fees include, but are not limited to, payments for Application consultants, construction management or supervision consultants, or local government consultants.

The Application Fee submitted with the Application shall be paid out of Applicant's own financial resources, will not be qualified to be part of the proposed Development's costs, and is ineligible for re-imbursement from any awarded funding. If the Application Fee is included, it will be removed in Credit Underwriting.



## **P. Applicant Certification and Acknowledgement:**

By submitting its Application, the Applicant acknowledges and certifies that:

1. All requirements outlined in the RFA and all commitments made by the Applicant in the Application will be met.
2. The information outlined in Exhibit F, as well as the information required in Rule Chapter 67-48, F.A.C., will be provided in the timeframes prescribed by the Corporation and/or the Credit Underwriter.
3. The proposed Development will meet all state building codes, including the 2012 Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 pursuant to Rule Chapter 67-48, F.A.C., and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
4. The name of the Applicant entity stated in the Application may be changed only by written request of an Applicant to Corporation staff and approval of the Board as further outlined in Exhibit F, Part III of the RFA.
5. The Applicant understands that it is the Non-Profit entity's responsibility to contractually ensure that it substantially and materially participates in the management and operation of the Development throughout the Compliance Period.
6. The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team, which consists of Developer, Management Company, General Contractor, Architect, Attorney, and Accountant, will be reviewed during credit underwriting. The Credit Underwriter may require additional information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter.
7. The Applicant must provide a list of Principals during credit underwriting. If the Applicant is requesting Housing Credits, the experienced Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. In addition, any allowable

replacement of an experienced Principal of a Developer entity must meet the experience requirements that were met by the original Principal.

8. The total number of Units stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to the total Unit limitation outlined in the RFA and written request of an Applicant to Corporation staff and approval of the Corporation.
9. If the Applicant is requesting Housing Credits, the invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in service prior to the year in which it received its allocation.
10. The Total Set-Aside Percentage stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. Commitments to set aside residential Units made by those Applicants that receive funding will become the minimum set-aside requirements for any other Corporation funds that the Applicant may receive in the future for the same Development.
11. The Applicant's commitments will be included in the Land Use Restriction Agreement and Extended Use Agreement, as applicable, and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
12. The applicable fees outlined in Section Six, F., of the RFA will be due as outlined in this RFA, Rule Chapter 67-48, F.A.C., and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter.
13. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation Staff.
14. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.

15. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48, F.A.C. In addition, if requesting Housing Credits, the Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.

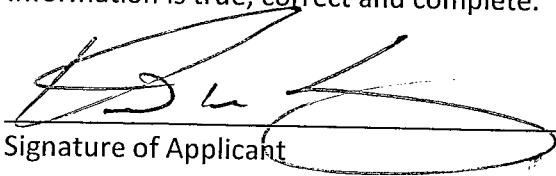
16. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third party information included in this Application and/or provided during the credit underwriting process and, to the best of the Applicant's knowledge; the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.

17. The Applicant shall adhere to applicable outreach, marketing and tenant selection laws stated in the Fair Housing Act as implemented by 24 CFR Part 100, and commit to a viable plan for tenant outreach, marketing, referral and selection as approved by the Corporation during the credit underwriting process;

18. The undersigned understands and agrees that in the event that the Applicant is invited into credit underwriting, the Applicant must submit IRS Forms 8821 for all Financial Beneficiaries in order to obtain a recommendation for a Housing Credit Allocation.

19. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.

Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct and complete.

  
Signature of Applicant

Keith W. Muniz  
Name (typed or printed)

President / CEO  
Title (typed or printed)