MEMORANDUM

CEERC
Agenda Item No. 2(A)

TO:	Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners	**DATE:**	July 11, 2006
FROM:	Murray A. Greenberg County Attorney	**SUBJECT:**	Resolution relating to the conveyance of 15 Infill Housing lots to the Empowerment Trust, Inc., for the development of affordable housing

The accompanying resolution was prepared and placed on the agenda at the request of Commissioner Dorrin D. Rolle.

Murray A. Greenberg
County Attorney

MAG/jls

MEMORANDUM

(Revised)

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

DATE: July 6, 2006

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

2

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.
7-6-06

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CONVEYANCE OF FIFTEEN (15) INFILL HOUSING LOTS IN ACCORDANCE WITH FLORIDA STATUTE 125.38 TO THE MIAMI-DADE EMPOWERMENT TRUST, INC. FOR THE DEVELOPMENT OF AFFORDABLE HOUSING; AUTHORIZING THE COUNTY MANAGER TO EXECUTE AND ACCEPT ALL DOCUMENTS AND AGREEMENTS INCLUDING SECURITY INTERESTS AND MORTGAGES NECESSARY TO EFFECTUATE THE REQUIREMENTS OF THE COVENANTS RUNNING WITH THE LAND IN THE ATTACHED DEED; AUTHORIZING THE COUNTY MANAGER TO EXECUTE ALL CONTRACTS, AGREEMENTS AND AMENDMENTS NECESSARY TO CARRY OUT THE ABOVE PROGRAMS; AUTHORIZING THE COUNTY MANAGER TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN; AUTHORIZING THE USE OF $1,500,000 IN SURTAX FUNDS OVER A TWO YEAR PERIOD FOR CONSTRUCTION FINANCING AND OTHER RELATED ASSISTANCE TO POTENTIAL HOMEOWNERS; AND REQUIRING THE MIAMI-DADE EMPOWERMENT TRUST, INC. TO ENTER INTO A JOINT-VENTURE AGREEMENT WITH AN APPROPRIATE AND EXPERIENCED DEVELOPMENT TEAM TO EXPEDITE CONSTRUCTION OF AFFORDABLE HOUSING

WHEREAS, the Miami-Dade Empowerment Trust, Inc. ("Empowerment Trust") is a 501(c)(3) organization with a mandate that includes eliminating slum and blight, creating affordable housing and increasing the economic stability of neighborhoods; and

WHEREAS, Ordinance 01-47 created the Infill Housing Initiative to redevelop and revitalize inner city neighborhoods through infill housing; and

WHEREAS, the purpose of the infill housing initiative is to convert vacant, dilapidated and abandoned property into affordable homes that will be sold or rented to low and moderate income persons; and

WHEREAS, these affordable homes will generate ad valorem tax revenue for the community; and

WHEREAS, Miami-Dade County has identified the fifteen (15) infill housing lots on the list attached hereto as Exhibit A as lots that could be used for the Empowerment Trust; and

WHEREAS, Documentary Surtax Dollars may be used for acquisition, rehabilitation and construction of affordable housing in Miami-Dade County; and

WHEREAS, Miami-Dade County desires that the Empowerment Trust enter into a joint venture agreement for the expedited development of the attached infill lots with a reputable and experienced development firm; and

WHEREAS, the Empowerment Trust has its own Board of Directors and the process of forming a joint venture for development purposes is quicker and more streamlined than the County's process; and

WHEREAS, the deed conveying the parcels to the Empowerment Trust will include a covenant running with the land to ensure that the homes constructed on the referenced parcels will meet the criteria of affordable housing for low or moderate income homebuyers and remain as affordable housing for a period of at least thirty (30) years from the date of sale; and

WHEREAS, the deed conveying the parcels to the Empowerment Trust will include a covenant running with the land to ensure that if the improvements on the lots used by the Empowerment Trust are not completed within three years, the lots shall automatically revert to Miami-Dade County,

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

Section 1. Authorizes the conveyance of land pursuant to Section 125.38, Florida Statutes, described in Exhibit "A" attached hereto and made part hereof, to the Miami-Dade Empowerment Trust, Inc. (the "Empowerment Trust") for the development of affordable housing.

Section 2. Approves a County Deed to convey the land in substantially the form attached hereto and made part hereof as Exhibit "B," and authorizes the Mayor to execute same on behalf of Miami-Dade County.

Section 3. Authorizes the allocation of Documentary Surtax dollars in the amount of $1,500,000.00 to the Empowerment Trust to be used over a two (2) year period. The Surtax funds shall be used primarily as construction financing for the affordable housing to be built on the transferred lots, and secondarily toward closing costs, down-payment assistance, and other related assistance to potential homeowners.

Section 4. Directs the County Manager, County Attorney, Miami-Dade County Housing Agency and Clerk of the Board to take whatever actions are necessary to effect and secure the conveyance of said land.

Section 5. Directs the Empowerment Trust to enter into a joint venture agreement with a suitably experienced and reputable development firm to construct the affordable housing on an expedited basis.

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

Joe A. Martinez, Chairman
Dennis C. Moss, Vice-Chairman

Bruno A. Barreiro	Jose "Pepe" Diaz
Audrey M. Edmonson	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairman thereupon declared the resolution duly passed and adopted this 6th day of July, 2006. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. 98

Glenn A. Saks

C:\WP\RESO\A330.DOC

EXHIBIT "A"
PROPERTY LIST
INFILL HOUSING CONVEYANCE NO. 11

No.	Folio Number	Address	Zoning	BCC #	Dimension	Size (SF)
1	30-3104-003-3701	Adj/E of 3033 NW 93 St	RU-3B	2	50X140	7,000
2	30-3110-028-0670	Adj 7201 NW 21 Ave	RU-1	2	75X100	7,500
3	30-3110-028-1830	Adj N/ 7425 NW 22 Ct	RU-1	2	N/A	7,000
4	30-3111-015-0350	8079 NW 12 Pl	RU-2	2	70X89	6,230
5	30-3111-025-0090	Adj E 8001 NW 14 Ct	RU-1	2	50X100	5,000
6	30-3111-037-0290	8289 NW 14 Ct		2	51X186	9,486
7	30-3111-038-0030	7302 NW 14 Ave	RU-1	2	47X76	3,572
8	30-3111-038-0031	Adj S / 1400 NW 74 St	RU-1	2	47X76	3,572
9	30-3111-050-0123	Adj S / 1500-02 NW 85 St	RU-1	2	54X109	5,886
10	30-3112-023-0180	415 NW 82 Terr	RU-2	2	50X220	11,100
11	30-3115-008-0300	2488 NW 65 St	N/A	2	67.67X130	8,797
12	30-3115-018-0010	2393 NW 66 St	RU-2	2	66.24X140	9,273
13	30-3115-036-0130	Adj. S 2320 NW 68 St	N/A	2	80X180	8,640
14	30-2124-014-0050	641 S BISCAYNE RIVER DR	RU-1	2	N/A	N/A
15	30-3102-013-0930	adj 820 NW 99 St	RU-3B	2	50 X 140	7,000

x

Exhibit "B"

This instrument prepared by:
Miami-Dade Office of Community
and Economic Development
140 West Flagler Street, Suite 1100
Miami, Florida 33130

COUNTY DEED

THIS DEED, made this ___ day of _____, 2006, by MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called the "County," and the MIAMI-DADE EMPOWERMENT TRUST, INC., a 501(c)3 Not For Profit Corporation recognized in the State of Florida having an address of 3050 Biscayne Boulevard, Suite 300, Miami, Florida 33137, hereinafter called the "Developer."

WITNESS THAT: The County, for and in consideration of the sum of Ten Dollars ($10.00), to it in hand paid by the Developer, receipt of which is hereby acknowledged, does hereby grant, remise, release and quit-claim unto the Developer, its successors and assigns, all right, title, interest, claim and demand which the County has in and to the following described real property lying and being in Miami-Dade County, Florida described below (the "Property"):

See Exhibit "A" Legal Description Attached Hereto;

TO HAVE AND TO HOLD the Property together with all appurtenances thereto and all estate, right, title, interest, lien, equity and claim whatsoever of the County, either in law or equity, to the only proper use, benefit and behalf of the Developer, its successors and assigns, forever. This Deed conveys only the interests of Miami-Dade County and its Board of County Commissioners in the Property described herein, and shall not warrant title thereto.

SUBJECT TO: Each lot that is being conveyed by this instrument to the Developer is made subject to the following restrictions, which restrictions shall be binding upon the Developer and all successors and assigns of Developer that acquire title to the lot, but only until such time

as an affordable housing unit has been completed upon such lot, a certificate of completion has been issued, fee simple title to the lot has been conveyed to a third party purchaser ***who the County has determined meets the eligibility criteria of low to moderate-income for affordable housing,*** and the County has provided a release of the lot from these restrictions that has been recorded in the public records of Miami-Dade County, Florida.

A. The Developer shall construct, or cause to be constructed, upon each lot that comprises the Property, an affordable housing unit in accordance with guidelines and procedures approved by the County, together with the required infrastructure improvements approved by the County (collectively, the "Improvements"). The Developer will commence work on the Improvements not later thirty (30) days after conveyance (the "Commencement Date"), and shall complete the Improvements within two (2) years thereafter.

B. Promptly after completion of the Improvements with respect to a particular lot in accordance with the plans and specifications approved by the County and the provisions of this instrument, the County shall furnish the Developer a release releasing the lot from the covenants set forth in paragraphs A-F hereof. Such release shall be recorded in the public records of Miami-Dade County, Florida and shall constitute evidence that these covenants have been complied with and no longer apply to the particular property identified therein.

C. The Developer shall not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the Property or any Improvements erected or to be erected thereon or on any part thereof (including any lot within the Property); and this covenant shall be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the County, its successors and assigns, and any successor in interest to the Property or any part thereof. The County shall have the right in the event of any breach of any such covenants, to exercise all of its rights and remedies; and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant, to which it or any other beneficiaries of such covenant may be entitled.

D. The Developer shall pay the real estate taxes or assessments on the Property when due.

E. The Developer shall not suffer any levy or attachment to be made, or any construction or mechanic's lien, or any unauthorized encumbrance or lien to attach to the Property, except that the Developer shall be permitted to grant mortgages in favor of Institutional Lenders for the purpose of financing hard costs and soft costs relating to the construction of the Improvements, provided the aggregate amount of such mortgages does not exceed the value of the Improvements encumbered thereby as determined by a licensed appraiser, and to refinance any such mortgage(s). The recordation with the mortgage of a statement of value by a licensed appraiser who is a member of the American Institute of Real Estate Appraisers ("MAI") (or similar or successor organization) stating that the value of the Improvements is equal to or greater than the amount of such mortgage(s), shall constitute conclusive evidence that the mortgage meets the requirements of this paragraph E. For purposes of this paragraph E, an "Institutional Lender" shall mean any bank, savings and loan association, insurance company, foundation or charitable entity, real estate or mortgage investment trust, pension fund, the Federal National Mortgage Association, agency of the United States Government or other governmental agency and shall also be deemed to include Miami-Dade County and its successors and assigns.

F. Developer shall not transfer the Property or any part thereof without the prior written consent of the County, and shall not change the ownership or distribution of the ownership interests of the Developer or the identity of the parties in control of the Developer or the degree thereof without the prior written consent of the County, except for transfer of individual lots to third party purchasers after an affordable housing unit has been constructed thereon.

If the Improvements are not completed by three years after the Commencement Date, the Property and any Improvements thereon shall automatically revert to the County without any liability to the County whatsoever for the payment for any such Improvements, and the Developer shall upon request of the County execute a quit claim deed to the County for any such Property.

In the event the Developer shall otherwise violate or fail to comply with any of the covenants set forth herein, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If Developer fails to remedy the default within ninety (90) days, the County shall have the right to re-enter and take possession of the property and to terminate (and revest in the County), the estate conveyed by this Deed to the Developer, provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

COVENANT RUNNING WITH THE LAND: Once this property is developed and sold at a price, which meets the criteria of affordable housing, to a third party purchaser (the initial purchaser) who meets the definition for low and moderate income under applicable U.S. Department of Housing and Urban Development criteria in 24 CFR 570.3, the property shall remain as affordable housing for a period of no less than thirty (30) years from the date of sale, and this covenant shall be included in any deed conveying the property to said initial purchaser. In the event the initial purchaser shall sell the property before the expiration of thirty (30) years, then the County shall recover from that initial purchaser the value of all the subsidies that were provided to that initial purchaser, based on what was actually paid by the initial purchaser for the property and the actual market value of the property which difference shall be determined at the time of the actual initial sale and agreed to by the initial purchaser.

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

:

Miami-Dade County, Florida
By its Board of County Commissioners

By:_____

_____
Printed Name of Signatory
Stephen P. Clark Center
111 N.W. 1st Street, Suite 230
Miami, Florida 33128

ATTEST:

Harvey Ruvin, Clerk of Circuit Court

By:_____
Deputy Clerk Signature

By:_____
Deputy Clerk Printed Signature
Stephen P. Clark Center
111 N.W. 1st Street, Suite 210
Miami, Florida 33128

ACKNOWLEDGMENT

STATE OF FLORIDA:
COUNTY OF MIAMI DADE:

The foregoing instrument was acknowledged before me this ___ day of _____, 2006, by _____, as the _____. He/she is personally known to me or has produced _____ as identification and did not take an oath.

_____
Notary Public, State of Florida at Large

_____
Printed Signature of Notary

My Commission Expires:_____

DEED
EXHIBIT "A"

LEGAL DESCRIPTIONS:

1. 30-3104-003-3701

LOT 11 BLOCK 53 THE TROPICS AMD PL PB 10-17

2. 30-3110-028-0670

THE SOUTH 75 FT OF THE EAST 100 FEET OF BLOCK 14, PARA VILLA HEIGHTS LESS RR ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, AT PAGE 106, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

3. 30-3110-028-1830

EAST 50 FEET OF THE WEST 100 FEET OF THE NORTH ½ OF BLOCK 43, PARA VILLA HEIGHTS ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3 AT PAGE 106 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

4. 30-3111-015-0350

LOT 6 BLOCK 4, CRESCENT HEIGHTS, PB 9-173

5. 30-3111-025-0090

LOT 7 BLOCK 1, NATURE PARK, PB 18-22

6. 30-3111-037-0290

NORTH 51 FT OF TRACT 3 AKA LOTS 12 AND 13 BLOCK 3 PB 19-28 REVISED PLAT LITTLE RIVER TERR SECTION 11 TOWNSHIP 53 SOUTH RANGE 41 EAST PB 35-50

7. 30-3111-038-0030

LOTS 3 AND 50 BLOCK 8 COMM LIBERTY CITY 2ND SECTION PB 18-55

8. 30-3111-038-0031

LOTS 3 AND 50 BLOCK 8 COMM LIBERTY CITY 2ND SECTION PB 18-55

9. 30-3111-050-0123

LOTS 4 AND 5 BLOCK 2 GLADYS PARK PB 22-19

10. 30-3112-023-0180

14

LOT 3 AND 18 BLOCK 2 BELLCAMP MANOR, PB 11-33

11. 30-3115-008-0300

LOT 1 BLOCK 5, OF GARDNER PARK, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 41 PAGE 17 AS RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

12. 30-3115-018-0010

LOT 1 BLOCK 1, 22ND AVENUE HEIGHTS PB 45-3 LOT SIZE 66.240 X 140

13. 30-3115-036-0130

LOT 2 AND 3 IN BLOCK 2, OF NORTHWEST HIGHLANDS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGE 33, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. LOT SIZE 80 X 108 FEET.

14. 30-2124-014-0050

BRANDON PARK SECTION A PB 40-48 LOT 5 LESS R/W BLOCK 1

15. 30-3102-013-0930

LOT 11 BLOCK 14 OF PINEWOOD PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, AT PAGE 42 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA