

MEMORANDUM

Agenda Item No. 11(A)(20)

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

DATE: December 3, 2013

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

SUBJECT: Resolution authorizing conveyance of four (4) single family home sites located in the northwest quadrant of Miami-Dade County to Miami-Dade Affordable Housing Foundation, Inc.

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



R. A. Cuevas, Jr.
County Attorney

RAC/smm



MEMORANDUM

(Revised)

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

DATE: December 3, 2013

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

SUBJECT: Agenda Item No. 11(A)(20)

Please note any items checked.

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

Approved _____ Mayor

Agenda Item No. 11(A)(20)

Veto _____

12-3-13

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CONVEYANCE OF FOUR (4) SINGLE FAMILY HOME SITES LOCATED IN THE NORTHWEST QUADRANT OF MIAMI-DADE COUNTY TO MIAMI-DADE AFFORDABLE HOUSING FOUNDATION, INC. A NOT-FOR-PROFIT, FLORIDA CORPORATION, FOR INFILL HOUSING DEVELOPMENT AT A PRICE OF TEN DOLLARS (\$10.00); AUTHORIZING CHAIRPERSON OF THE BOARD TO EXECUTE COUNTY DEED ON BEHALF OF MIAMI-DADE COUNTY; AUTHORIZING THE WAIVER OF ADMINISTRATIVE ORDER 3-44 AS IT RELATES TO THE SECTION ENTITLED AVAILABILITY OF COUNTY PROPERTY

WHEREAS, Miami-Dade Affordable Housing Foundation, Inc., a not-for-profit Florida corporation (“Developer”), has submitted an application, a copy of which is attached hereto as Exhibit A and incorporated by reference, to this Board requesting that the County convey to them four (4) single family home sites located in Commission District 2 for infill housing development for qualified very-low, low-and-moderate income families; and

WHEREAS, the Board adopted Resolution No. R-763-12 declaring certain properties, which includes the four properties identified by the Developer, to be surplus; and

WHEREAS, this Board is satisfied that said properties can be used for infill housing development and is not needed for County purposes; and

WHEREAS, the Board finds that pursuant to Section 125.38 of the Florida Statutes the conveyance of said property to Developer serves the best interest of the County,

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

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

Section 2. This Board hereby approves the conveyance of four (4) single family home sites, legally described in Exhibit B, to the Developer for infill housing development at a price of ten dollars (\$10.00) pursuant to Section 125.38, Florida Statutes and Sections 17-121, et seq. of the Code of Miami-Dade County.

Section 3. This Board hereby approves the waiver of Administrative Order 3-44 as it relates to the Section entitled "Availability of County Property."

Section 4. This Board directs the County Mayor or the County Mayor's designee to ensure that proper signage is placed on properties identifying the County's name and the name of the district commissioner.

Section 5. Pursuant to Section 125.411, Florida Statutes, this Board authorizes the Chairperson to execute a County Deed, in substantially the form attached hereto and made a part hereof as Exhibit C.

Section 6. The Board directs the County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record all deeds, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and shall provide a copy of such recorded instruments to the Clerk of the Board within thirty (30) days of execution and final acceptance. The Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Jean Monestime. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman

Lynda Bell, Vice Chair

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Jean Monestime

Sen. Javier D. Souto

Juan C. Zapata

Esteban L. Bovo, Jr.

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of December, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Terrence A. Smith

MIAMI-DADE AFFORDABLE HOUSING FOUNDATION, INC.



Greg Fortner
 Director, Public Housing and Community Development Department
 701 NW 1st Court
 Miami, FL 33136

Re: 34-2115-008-1100
 34-2117-004-3090
 30-2135-002-1470 981 NW 109 Street
 06-2126-020-0270 720 NW 133 Street
 30-2135-002-1100 845 NW 111 Street
 30-2135-010-0290 1167 NW 113 Terrace

Dear Mr. Fortner

The Miami-Dade Affordable Housing Foundation, Inc. ("the Foundation") hereby requests that Miami-Dade County convey the above-referenced properties to the Foundation. The Foundation will construct and sell each one to a low- to moderate-income first-time homebuyer. Properties will be developed to the highest density allowed by Miami-Dade County.

The Foundation will bear all of the costs for the construction of the home using its own funds. No outside construction financing will be required. The maximum sales price will be \$175,000 as determined by the County. The Foundation will provide HUD-approved homebuyer counseling to the purchasers and will assist them with obtaining permanent financing.

The Foundation implemented a housing development program in January 2011 and brought on Anne Manning to direct it. Ms. Manning was at the helm of Miami Habitat for Humanity for 15 years and has extensive experience in all facets of the development process, including building in distressed communities, negotiating regulatory barriers to ensure successful delivery of units, keeping projects on budget and on schedule, and complying fully with contractual terms.

Since implementing the program, the Foundation has acquired 16 properties; four of these have been sold or under contract. Of the remaining 12, seven are under construction and five have been submitted for permit.

The Foundation is a HUD-certified housing counseling agency and has provided services to thousands of Miami-Dade residents in its 12-year history, and it has worked closely with homebuyers to access bank financing and grant subsidies through government entities and philanthropic organizations.

1344 BISCAYNE BOULEVARD
 SUITE 312
 MIAMI, FL 33132
 PHONE: 305-371-9330
 FAX: 305-371-9339
 E-MAIL: MDAHI@BELL-SOUTH.NET

Page 2
September 26, 2012

The Foundation is a HUD-certified housing counseling agency and has provided services to over 5,000 of Miami-Dade residents in its 12-year history, and it has worked closely with home buyers to access bank financing and grant subsidies through government entities and philanthropic organizations. The

Foundation markets its home buyer workshops with strategically placed flyers, advertisements on English- and Spanish-language radio spots, and advertisements in local community papers and in partnership with the Housing Finance Authority of Miami-Dade County.

Upon conveyance of the County properties to the Foundation, staff will begin permitting the properties and will start construction as soon as permits are issued.

There is no litigation with MDAFHI. Should you have any question or need additional information, please contact me or our Director of Housing Development, Anne Manning.

Sincerely,


Opal A. Jones
Executive Director

Enclosures: current financial statements; audited financials for 2012; two sets of elevations and floor plans for two models; insurance binders

cc: Patricia J. Braynon, Director
Housing Finance Authority of Miami-Dade County

EXHIBIT "B"
LEGAL DESCRIPTION

Folio Number	Legal Description
30-2135-002-1470	LOTS 22 and 23 BLOCK 8, PINEWOOD PARK EXTENSION, thereof, as recorded in Official Records Book 34 at Page 91, of Public Records of Miami-Dade County, Florida.
06-2126-020-0270	LOT 7 BLOCK 2 , DE PAULY HEIGHTS, thereof, as recorded in Official Records Book 49 at Page 8, of Public Records of Miami-Dade County, Florida.
30-2135-002-1100	LOTS 22 thru 24 BLOCK 6, PINEWOOD PARK EXTENSION, thereof, as recorded in Official Records Book 34 at Page 91 of Public Records of Miami-Dade County, Florida.
30-2135-010-0290	LOT 13 BLOCK 12 ,LAWNDALE 4 th ADDITION , thereof, as recorded in Official Records Book 47 at Page 31 ,of Public Records of Miami-Dade County, Florida.

Instrument prepared by:
Public Housing and Community Development
Infill Housing Initiative Program
701 NW 1 Court 16th Floor
Miami, Florida 33136

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS DEED, made this ____ day of _____, 2013 AD. by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "Party of the First Part"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 17-202, Miami, Florida 33128-1963, and **NHS Housing Development, LLC.**, (hereinafter "Party of the Second Part"), whose address is 300 NW 12 Ave., Miami, Florida 33128.

WITNESSETH:

That the said Party of the First Part, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Party of the Second Part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Party of the Second Part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Property"):

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

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

1. That the Property shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 128 of the Code of Miami-Dade County and the Miami-Dade County's Infill Housing Initiative Guidelines. In the event Party of the Second Part fails to develop the home in accordance with the Infill Housing Initiative Guidelines, title shall automatically revert to the Party of the First Part as a matter of law and pursuant to this reverter clause.
2. That the Property shall be developed with affordable housing within one (1) year of the recording of this deed, as evidenced by the issuance of a final Certificate of Occupancy. In the event Party of the Second Part fails to complete the construction of the home(s) within one (1) year from the date of this deed, title shall automatically revert to the Party of the First Part as a matter of law and pursuant to this reverter. Notwithstanding, Party of the First Part may, in its sole discretion, waive this reverter condition upon Party of the First Part finding it necessary to extend the time frame in which Party of the Second Part must complete the home. Such waiver by Party of the First Part, to be effective must (i) be given prior to the event of the reverter and (ii) shall be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which Party of the Second Part must complete the home. The letter by Party of the First Part shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is

recorded and a certificate of occupancy is not issued within (1) year from the date of this deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to Party of the First Part.

3. That the affordable housing developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County but under no circumstances shall the sales price of the home exceed One Hundred and Seventy-Five Thousand and 00/100 (\$175,000.00). In the event Party of the Second Part fails to sell the home to a qualified household or sells the home above One Hundred and Seventy-Five Thousand and 00/100 (\$175,000.00), title shall automatically revert to the Party of the First Part as a matter of law and pursuant to this reverter clause, and by such reverter to the Party of the First Part, Party of the Second Part shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That for lots located within the HOPE VI Target Area (hereinafter "Target Area"), the Party of the Second Part shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all homes to be sold within the Target Area. The Party of the First Part will provide a list of former Scott/Carver residents in order for the Party of the Second Part to notify these residents of the availability of homeownership opportunities through the Infill Housing Initiative Program.

Party of the Second Part shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant;" and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The "Control Period" commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

Party of the Second Part (or Successor in Interest), shall pay real estate taxes and assessments on the Property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Party of the Second Part may encumber the Property with:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the

character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.

The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon receiving proof of compliance with all the deed restrictions listed above, the Party of the First Part shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the Party of the First Part. If the party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the Party of the First Part shall have the right to re-enter and take possession of the Property and to terminate and re-vest in the Party of the First Part the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the Party of the First Part, the Party of the Second Part shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit any way the lien of any valid mortgage or Deed of Trust permitted by this Deed.

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

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

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Rebeca Sosa, Chairperson

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by **Resolution No. R-**_____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____, **2013**.

EXHIBIT "A"

LEGAL DESCRIPTIONS

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