

MEMORANDUM

Agenda Item No. 11(A)(25)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 6, 2015

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

SUBJECT: Resolution amending Resolution No. R-1021-13 to exempt one unit of the total 100 units from the affordability requirements in the development/grant and rental regulatory agreements, and approving amendments to such agreements to effectuate same and to correct the affordability breakdown amongst the remaining 99 units, all in connection with a \$4,000,000.00 grant from Building Better Communities General Obligation Bond Program Project Number 249 – “Preservation of Affordable Housing Units and Expansion of Home Ownership” for Northside Metrorail Station; directing the Mayor to execute amendments to the Development/Grant and Rental Regulatory Agreements

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



R. A. Cuevas, Jr.
County Attorney

RAC/cp



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 6, 2015

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R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 11(A)(25)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(25)
10-6-15

RESOLUTION NO. _____

RESOLUTION AMENDING RESOLUTION NO. R-1021-13 TO EXEMPT ONE UNIT OF THE TOTAL 100 UNITS FROM THE AFFORDABILITY REQUIREMENTS IN THE DEVELOPMENT/GRANT AND RENTAL REGULATORY AGREEMENTS, AND APPROVING AMENDMENTS TO SUCH AGREEMENTS TO EFFECTUATE SAME AND TO CORRECT THE AFFORDABILITY BREAKDOWN AMONGST THE REMAINING 99 UNITS, ALL IN CONNECTION WITH A \$4,000,000.00 GRANT FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM PROJECT NUMBER 249 – “PRESERVATION OF AFFORDABLE HOUSING UNITS AND EXPANSION OF HOME OWNERSHIP” FOR NORTHSIDE METRORAIL STATION; DIRECTING THE MAYOR OR MAYOR’S DESIGNEE TO EXECUTE AMENDMENTS TO THE DEVELOPMENT/GRANT AND RENTAL REGULATORY AGREEMENTS

WHEREAS, pursuant to Resolution No. R-1021-13, adopted on December 3, 2013 (the “Northside Resolution”), this Board approved the agreements related to a District 2 allocation of \$4,000,000 from Building Better Communities General Obligation Bond Program (“Bond Program”) Project No. 249 – “Preservation of Affordable Housing Units and Expansion of Home Ownership” (the “Allocation”) in the form of a grant to Northside Property 1, Ltd. (“Developer”) of the affordable housing portion of Phase 1 of the Northside Metrorail Station Transit Oriented Development, a mixed-income, mixed-use transit-oriented development to be developed in four phases on 6.2 acres of County-owned property located between NW 31st Avenue and NW 32nd Avenue, and between NW 79th Street and NW 77th Street, Miami, Florida in District 2, which Phase 1 was to consist of 100 affordable housing rental units, to be leased to tenants earning 60 percent or less of the area median income (“AMI”), and related parking, (“Project”); and

WHEREAS, the Rental Regulatory Agreement was executed with the Developer and with the 93rd Street Community Development Corporation, Inc., its non-profit partner (“Grantee”) on December 23, 2013 and the Grant/Development Agreement for the Bond Program funds was executed with the Grantee on the same day; and

WHEREAS, the Rental Regulatory Agreement and the Development/Grant Agreements includes the affordability requirement that all 100 units be set aside for individuals and/or families that have incomes equal to or less than 60 percent of AMI and, further, that 25 of the units be leased to tenants with incomes equal to or less than 50 percent AMI and that at least 20 of the units be leased to tenants with incomes equal to or less than 33 percent AMI; and

WHEREAS, due to an unintentional drafting error, a discrepancy between the Bond Program contract documents and the other County financing and underwriting reports was recently discovered, and the Developer has applied to the County for a modification to the Rental Regulatory Agreement and the Development/Grant Agreement in order to correct the affordability breakdowns amongst the units and to exempt one of the 100 units from the affordability requirement so that it can be used to house the building manager and/or maintenance staff for the Project; and

WHEREAS, this one-unit set-aside is customary in other affordable housing communities; and

WHEREAS, this Board wishes to amend the Northside Resolution to exempt one of the 100 units from the affordability requirement so that it can be used to house the building manager and/or maintenance staff for the Project and wishes to amend the Development/Grant Agreement and the Rental Regulatory Agreement, in substantially the forms attached hereto as Attachments 1 and 2, for the same reason, and also to correct the affordability breakdowns amongst the units; and

WHEREAS, specifically, at least 21 of the units shall be set aside for a mix of Eligible Tenants as that term is defined in the Rental Regulatory Agreement (the “Eligible Tenants”) with incomes equal to or less than thirty-three percent of AMI, at least four of the units shall be set aside for a mix of Eligible Tenants with incomes equal to or less than 50 percent of AMI, and the balance of the units (no more than 74 units) shall be set aside for a mix of Eligible Tenants with incomes equal to or less than 60 percent of the AMI,

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 amends the Northside Resolution to exempt one of the 100 units from the affordability requirement in the Development/Grant Agreement and Rental Regulatory Agreement whereby all units be set aside for individuals and/or families that have incomes equal to or less than 60 percent of AMI so that it can be used to house the building manager and/or maintenance staff for the Project.

Section 3. This Board approves the amendments to the Development/Grant Agreement and Rental Regulatory Agreement in substantially the forms attached hereto as Attachments 1 and 2 and directs the County Mayor or Mayor’s designee to execute same.

The Prime Sponsor of the foregoing resolution is Chairman 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:

Jean Monestime, Chairman

Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Dennis C. Moss

Sen. Javier D. Souto

Juan C. Zapata

Daniella Levine Cava

Audrey M. Edmonson

Barbara J. Jordan

Rebeca Sosa

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MURP

Monica Rizo Perez

**AMENDMENT NO. 1 TO GENERAL OBLIGATION BOND (GOB)
BUILDING BETTER COMMUNITIES (BBC)
AFFORDABLE HOUSING DEVELOPMENT AND GRANT AGREEMENT
BETWEEN
93RD STREET COMMUNITY DEVELOPMENT CORPORATION, INC.
AND
MIAMI-DADE COUNTY**

THIS AMENDMENT (the "Amendment") to the Development/Grant Agreement dated December 23, 2013 between the parties hereto ("Development/Grant Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and 93Rd Street Community Development Corporation, Inc. ("Grantee") is entered into this _____ day of _____, 2015.

WHEREAS, pursuant to Resolution No. R-1021-13, the County approved, via its Board of County Commissioners, and thereafter executed, the Development/Grant Agreement with the Grantee providing for the development of the affordable housing portion of Phase 1 of the Northside Metrorail Station Transit Oriented Development, a mixed-income, mixed-use transit-oriented development to be developed in four (4) phases on 6.2 acres of County-owned property located between NW 31st Avenue and NW 32nd Avenue, and between NW 79th Street and NW 77th Street, Miami, Florida in District 2, which Phase 1 was to consist of one-hundred (100) affordable housing rental units, to be leased to tenants earning 60% or less of the area median income ("AMI"), and related parking, ("Project"). The County agreed to provide, subject to the limitations and provisions of the Development/Grant Agreement, funding for the Project in an amount of \$4,000,000.00.

WHEREAS, the Grant/Development Agreement further provided that at least twenty-five (25) of the Phase 1 units were to be set aside for tenants with incomes equal to or less than fifty percent (50%) of AMI and at least twenty (20) of the Phase 1 units were to be set aside for tenants with incomes equal to or less than fifty percent (33%) of AMI; and

WHEREAS, the parties desire to amend the Development/Grant Agreement to correctly set forth the break-down of units and thresholds at or below sixty percent (60%) of AMI; and

WHEREAS, further, the parties desire to amend the Development/Grant Agreement to allow one (1) unit to be set aside as a unit exempt from the income restrictions in order to allow a property manager to live on-site,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Amendment and the Development/Grant Agreement, the parties hereto agree as follows:

:
:
Record and Return to: :
Miami-Dade County :
Public Housing and Community Development :
701 N.W. 1st Court, 16th Floor :
Miami, Florida 33136 :
Attention: Department Director :

AMENDMENT NO. 1
TO RENTAL REGULATORY AGREEMENT

BETWEEN
MIAMI-DADE COUNTY
93RD STREET COMMUNITY DEVELOPMENT CORPORATION, INC.
and
NORTHSIDE PROPERTY I, LTD.

THIS AMENDMENT (the "Amendment 1") to the Rental Regulatory Agreement dated December 23, 2013 between the parties hereto ("Rental Regulatory Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board"), Northside Property I, Ltd., a Florida limited partnership in which APC Northside Property I, LLC, a Florida limited liability company is its sole general partner ("Developer"), and 93Rd Street Community Development Corporation, Inc. ("Grantee") is entered into this _____ day of _____, 2015.

WHEREAS, pursuant to Resolution No. R-1021-13, the County approved, via its Board of County Commissioners, and thereafter executed, a Development/Grant Agreement with Grantee providing for the development of the affordable housing portion of Phase 1 of the Northside Metrorail Station Transit Oriented Development, a mixed-income, mixed-use transit-oriented development to be developed in four (4) phases on 6.2 acres of County-owned property located between NW 31st Avenue and NW 32nd Avenue, and between NW 79th Street and NW 77th Street, Miami, Florida in District 2, which Phase 1 was to consist of one-hundred (100) affordable housing rental units, to be leased to tenants earning 60% or less of the area median income ("AMI"), and related parking, ("Project"). The County agreed to provide, subject to the limitations and provisions of the Development/Grant Agreement, funding for the Project in an amount of \$4,000,000.00 from Project No. 249 – "Preservation of Affordable Housing Units and Expansion of Home Ownership" (the "Total Funding Cycle Allocation") of the Building Better Communities General Obligation Bond Program ("BBC GOB Program") to Grantee and Developer; and

WHEREAS, a Rental Regulatory Agreement was entered into by the Grantee, Developer and Miami-Dade County ("County") regarding the County Grant and the Project, which Rental Regulatory Agreement was filed and recorded in the public records of Miami-Dade County at Plat Book 28966 at Page 0266, on December 26, 2013, which addressed, among other things, how the rents in the one hundred (100) affordable rental units ("Units") in the Project were required to be set and maintained, and how, and by whom, the Project would be monitored for compliance; and

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WHEREAS, due to an unintentional drafting error, a discrepancy between the BBC GOB Program contract documents, on the one hand, and the other County financing and underwriting reports, on the other hand, was recently discovered; and

WHEREAS, the Grantee, Developer and the County desire to amend the Rental Regulatory Agreement to correctly set forth the break-down of units and thresholds at or below sixty percent (60%) of AMI; and

WHEREAS, further, the parties desire to amend the Rental Regulatory Agreement to allow one (1) unit to be set aside as a unit exempt from the income restrictions in order to allow the building manager and/or maintenance staff for the Project to live on-site,

NOW, THEREFORE, for and in consideration of Ten (\$10.00) Dollars, the promises and covenants contained in this Amendment 1, and for other good and valuable consideration previously received and heretofore acknowledged, the Grantee, Miami-Dade County, and the Developer, agree as follows:

WITNESSETH:

1. Grantee, Developer and County agree that all of the foregoing recitals are true and correct, and incorporated by this reference in this Amendment 1.
2. Grantee, Developer and County agree that this Amendment 1 amends the Rental Regulatory Agreement.
3. Grantee, Developer and County further agree all of the terms and conditions in the Rental Regulatory Agreement remain in full force and in effect, except for such terms and conditions that are amended by this Amendment 1.
4. Grantee, Developer and County agree that, unless specifically described otherwise, all of the defined terms in this Amendment 1 shall have the same meaning as those terms defined in the Rental Regulatory Agreement.
5. Section I(a) of the Rental Regulatory Agreement is hereby deleted and replaced with the following:

All of the Units shall be leased to Eligible Tenants as follows: At least twenty-one (21) of the 100 Phase 1 Units shall be leased to Eligible Tenants with annual incomes equal to or less than thirty-three percent (33%) of AMI; at least four (4) of the 100 Phase 1 Units shall be leased to Eligible Tenants with annual incomes equal to or less than fifty percent (50%) of AMI; and the balance of the Phase 1 Units shall be leased to Eligible Tenants with annual incomes equal to or less than sixty percent (60%) of AMI. One (1) of the 100 Phase 1 Units shall be exempt from the income restrictions set forth herein in order to allow it to be used to house the building manager and/or maintenance staff for the Project. Accordingly, the maximum initial approved rental rates for the ninety-nine (99) of the Phase 1 Units are set forth in the attached Exhibit B. At the sole discretion of the County, up to twenty percent (20%) of the Units may be designated for Housing Choice Voucher ("Section 8") housing

EXHIBIT "B"

Rents:

Number of Units	Type	Set Aside	Gross Rent	Utility	Net Rent
4	2 bedrooms/2 baths	33%	\$485.00	\$95.00	\$390.00
4	2 bedrooms/2 baths	50%	\$738.00	\$95.00	\$643.00
8	2 bedrooms/2 baths	60%	\$883.00	\$95.00	\$788.00
14	3 bedrooms/2 baths	33%	\$561.00	\$135.00	\$426.00
56	3 bedrooms/2 baths	60%	\$1,020.00	\$135.00	\$885.00
3	4 bedrooms/2 bath	33%	\$635.00	\$166.00	\$469.00
11	4 bedrooms/2 baths	60%	\$1,138.00	\$166.00	\$972.00
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