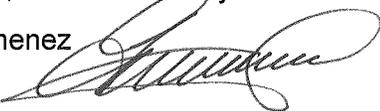


# Memorandum



**Date:** June 3, 2015

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

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Report on the Senator Villas Development Project

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This report is prepared in response to Senator Javier D. Souto's request during a meeting held on February 17, 2015 with Michael Liu, Director, Public Housing and Community Development (PHCD). Specifically, Senator Souto requested a report addressing the history of the Senator Villas Development project.

The Senator Villas Development Project ("Senator Villas"), pursuant to Section 337.25(4) of the Florida Statutes, authorizes the Florida Department of Transportation ("FDOT") to afford local governments, at FDOT's sole discretion, the right of first refusal to accept property owned by FDOT before they dispose of such property. The statute permits FDOT to convey such land to other governmental jurisdictions for no consideration, if used for public purposes. On June 16, 1997, the Board of County Commissioners ("Board") approved Resolution No. R-736-97, requesting FDOT convey, at no cost to Miami-Dade County ("County"), approximately 28,680 square feet (0.66 acre) of vacant land on the north side of Bird Road (also known as SW 40 Street or State Road 976), between 89 Avenue and 89 Court ("Property"). This resolution also authorizes acceptance of a deed, with a reverter clause, for this property to use the land as a park-and-ride lot for Miami-Dade Transit ("MDT") riders.

On July 29, 1997, FDOT conveyed Senator Villas to the County through a Public Purpose Quitclaim Deed, which includes a restriction that it be used solely for the public purpose of parking by MDT riders. Subsequently, on September 29, 1997, FDOT recorded a Corrective Public Purpose Quitclaim Deed correcting the 1997 Quitclaim Deed to the County, and identified the correct location of the property to be situated in the Miami-Dade County, Florida and not Monroe County, Florida.

Subsequently, MDT and PHCD (formerly the Miami-Dade Housing Agency) joined together in an effort to provide much needed affordable housing and parking for transit users with a concept that represents an innovative approach that maximizes use of County assets. On July 27, 2000, the Board approved Resolution No. R-903-00 authorizing the former County Manager to form the MDHA Development Corporation ("Development Corporation"), a 501(c)(3) not-for-profit corporation established on January 24, 2001 to spearhead the efforts of developing/providing more affordable housing throughout the County.

On September 13, 2001, at the request of MDT, FDOT issued another Corrective Public Purpose Quitclaim Deed to the County removing the parking only restriction from the deed and instead included a restriction that Senator Villas would be developed with low-income elderly housing and a park-and-ride facility. On March 26, 2002, the Board approved Resolution No. R-289-02 (1) authorizing the conveyance of Senator Villas to the Development Corp; (2) authorizing the Development Corporation to perform all the research, legal, accounting, financing (to include Low Income Housing Tax Credits (LIHTCs), Documentary Stamp Surtax (Surtax), Home Investment Partnerships Program (HOME), State Housing Initiatives Partnership (SHIP), etc.), procurement, design, construction and any other predevelopment and development activities necessary to develop Senator Villas; (3) authorizing the Development Corporation to operate Senator Villas; and (4) authorizing the Development Corporation

to establish any subsidiaries and/or affiliated entities necessary for the financing and management of the facility.

A preliminary feasibility study of Senator Villas indicated that the development would be best utilized as follows:

- 1) 40 studio units/efficiencies of approximately 432 sq. ft. of living area and 40 sq. ft. balcony area;
- 2) four (4) stories high (10 studios/efficiencies per floor);
- 3) ground floor will have elevators and public bathrooms with a lobby and meeting room;
- 4) 54 parking spaces to include two (2) handicap spaces and a bus bay;  
**Total Development Cost**, including the park and ride parking area and the elderly structure, is approximately \$3,050,000.00:
  - a) Building Cost - \$2,800,000.00
  - b) Site Cost - \$250,000.00
- 5) **Funding Sources - Housing Component** – PHCD would make available to the Development Corporation the following:
  - a) Surtax,
  - b) HOME, or
  - c) SHIP funding for the housing component; and
- 6) **Funding Source - Land Acquisition** – MDT will provide the following to the Development Corporation:
  - a) the land to be leased for a nominal fee and
  - b) \$250,000.00 for the cost of building and maintaining the park and ride/bus terminal facility on the property.

In 2004, the Community Council Zoning Appeals Board 10 adopted Resolution No. CZAB10-5-04 rezoning the site to RU-4M, Modified Apartment House District and restricting the site to the development of low-income elderly housing with a maximum of 14 residential units and a park/ride facility. On January 20, 2004, the Board approved Resolution No. R-16-04 authorizing the erection, construction, and operation of the Bird Road Park and Ride. Funding for this project was a result of a FDOT Joint Participation Agreement whereby half of the funds were provided by FDOT conveying the land to MDT and the remaining balance is expected to derive from the Local Option Gas Tax (LOGT). The budget for the park and ride project is estimated to be approximately \$250,000.00. On April 7, 2004, a \$2.8 million FY 2004 Surtax Affordable Housing Contract was fully executed between the County and the Development Corporation to construct an estimated 12 studio units and/or efficiencies. All units were set aside for Section 8 elderly families/individuals. On April 16, 2004, the former Housing Director Rene Rodriguez issued a check request to the Miami-Dade County Finance Department payable to the Development Corporation in the amount of \$1,501,000.00 in FY 2004 Surtax funds to cover the estimated cost of the housing component pursuant to Resolution No. R-289-02. On November 3, 2004, the former Housing Director Alphonso Brewster forwarded contracts to former Assistant County Manager, Tony E. Crapp, Sr. for his approval of the FY 2004 Surtax Contract between the County and the Development Corporation in accordance with Resolutions No. R-289-02 and R-16-04.

On June 29, 2007, the County's Audit and Management Services Department submitted an audit which revealed that in September 2004 the Development Corporation used \$750,000.00 (of the \$1,500,000.00 funds earmarked for the Senator Villas Project) of its capital contribution to fund the Sunset Pointe project without prior authorization. On December 2, 2008, the Board approved Resolution No. R-1382-08, which requested that FDOT modify the Corrective Public Purpose Quitclaim Deed to allow for residential development for low-income elderly housing and other facilities that would complement a transit-oriented/affordable housing development.

On April 8, 2008, \$1,299,000.00 of recaptured/unspent funds and certain affordable housing sites, including Senator Villas, were returned to the County in accordance with the terms and conditions of the Transitional Agreement approved by the Board pursuant to Resolution No. R-412-08.

On June 11, 2009, FDOT issued a Third Corrective Public Purpose Quitclaim Deed as the Board requested pursuant to Resolution No. R-1382-08. On July 21, 2009, the Board approved Resolution No. R-1054-09, awarding \$1,000,000.00 in General Obligation Bonds ("GOB") funding under Project No. 249 – "Preservation of Affordable Housing Units and Expansion of Home Ownership" category. Other than the GOB allocation, there is currently no additional County funds or other funds allocated to this project.

On March 2, 2010, the Board approved Resolution No. R-262-10 directing the Mayor or his designee to identify and recover funds and to procure a developer to construct Senator Villas. The Board also expressed a desire to increase the number of very low and low-income elderly housing units from 12 to 23 and to include a commercial component to the extent legally permitted on the Senator Villas site. On June 21, 2011, the Board approved Resolution No. R-497-11, directing the County Mayor or his designee to file a zoning application to permit Senator Villas to be temporarily used as a farmers market to be operated on the weekends; requesting that FDOT issue a corrective quitclaim deed on the property in order to allow this use; and to take any additional steps necessary to utilize the property for this temporary use and for the development of affordable elderly housing on the site. On October 13, 2011, FDOT issued a Fourth Corrective Public Purpose Quitclaim Deed to Miami-Dade County for the affordable elderly housing and farmers market in accordance with Resolution No. R-497-11 to amend and expand the terms and conditions, replace parcel numbers, and an item/seq. number of the public purposes corrected in the previous amendments

On July 11, 2012, the Internal Services Department (ISD) issued Request For Proposal No. 812 to select a developer for Senator Villas. Only one (1) developer submitted a proposal. For the next several months, ISD worked with Global Development Initiatives (the developer) to move the project along, including negotiating a lease and securing financing information from the developer. On September 4, 2013, the developer asked the Negotiation Committee to seek additional funds. On January 9, 2014, after finalizing the lease and appraisals, the selected proposer indicated that the original partnership of Global Development Initiatives had dissolved. At the developer's request, ISD continued to try to identify funding and worked to have the project assigned to the remaining partner of Global Development Initiatives, Doug Mayer. ISD was not able to do either. ISD then consulted with the District Commissioner Senator Javier Souto and mutually agreed the project was not going to move forward. On February 3, 2015, the Board rejected the sole proposal through Resolution No. R-95-15.

If you have any questions regarding this report, please contact PHCD's Director, Michael Liu, at (786) 469-4106 or via email at [mliu88@miamidade.gov](mailto:mliu88@miamidade.gov).

Attachment

c: Robert A. Cuevas, Jr., County Attorney  
Russell Benford, Deputy Mayor, Office of the Mayor  
Michael Liu, Director, Public Housing and Community Development Department  
Charles Anderson, Commission Auditor

**Senator Villas Development Project**  
**Folios: 30-4016-002-0010 and 30-4016-002-0050**  
**Historical Background**

- In 1996, the Florida Legislature amended Florida Statute 337.25(4). Florida Department of Transportation (FDOT) must now give local governments the right of first refusal before they dispose of excess real estate. The Statute permits FDOT to convey such land to other governmental jurisdictions for no consideration, if used for public purposes. FDOT has adopted policies that define "public purposes".
- On June 16, 1997, the Board approved Resolution No. R-736-97, requesting FDOT to convey at no cost, of approximately 28,680 square feet (.66 acre) of vacant land on the north side of Bird Road (also known as SW 40 Street or State Road 976), between 89 Avenue and 89 Court. This resolution also authorizes acceptance of a deed, with a reverter clause, for this property to use the land as a Park and Ride lot for Miami-Dade Transit riders.
- On July 29, 1997, FDOT issued a Public Purpose Quitclaim Deed to Miami-Dade County for the property located on Bird Road and SW 89th Avenue with the restriction that it be used solely for the public purpose of parking by MDT riders.
- On September 29, 1997, FDOT issued a Corrective Public Purpose Quitclaim Deed correcting the 1997 Quitclaim Deed to Miami-Dade County and identified the correct location of the property to be situated in the County of Dade, Florida and not the County of Monroe, Florida.
- Subsequently, MDT and Miami-Dade Housing Agency (MDHA) joined together in the effort to provide much needed affordable housing and parking for transit users with a concept that represents an innovative approach that maximizes use of County assets.
- On July 27, 2000, the Board approved Resolution No. R-903-00, authorizing the County Manager to form the MDHA Development Corporation (a 501 (c) (3) not-for-profit corporation established on January 24, 2001) to spear heading the efforts of developing/providing more affordable housing throughout Miami-Dade County.
- On September 13, 2001, at the request of MDT, FDOT issued a Corrective Public Purpose Quitclaim Deed to Miami-Dade County removing the parking only restriction from the deed, in order to include a low-income elderly housing component and a park/ride facility.
- On March 26, 2002, the Board approved Resolution No. R-289-02, authorizing the conveyance of the Senator Villas site to MDHA Development Corp and authorization to perform all the research, legal, accounting, financing (to include LIHTC, Surtax, HOME, SHIP, etc.), procurement, design, construction and any other predevelopment and development activities necessary to develop property located at Bird Road and SW 89th Avenue as an elderly housing and park/ride

**Senator Villas Development Project**  
**Folios: 30-4016-002-0010 and 30-4016-002-0050**  
**Historical Background**

facility; and subsequently operate the elderly facility, directly or indirectly, for low- and very low-income elderly residents, and to establish any subsidiaries and/or affiliated entities necessary for the financing and management of the facility referred to hereinafter as the Bird Road Park and Ride Elderly Housing Development.

A preliminary feasibility study of the property indicated the development would be best utilization as follows:

- 40 studio units/efficiencies of approximately 432 sq., ft., of living area and 40 sq., ft., balcony area;
- Four (4) stories high (10 studios/efficiencies per floor);
- Ground floor will have elevators, public bathrooms, with a lobby and meeting room;
- 54 parking spaces to include two (2) handicap spaces, and a bus bay.
- **Total Development Cost** – includes the park and ride parking area and the elderly structure were approximately \$3,050,000.00:
  - Building Cost - \$2,800,000.00; and
  - Site Cost \$250,000.00
- **Funding Sources - Housing Component**
  - MDHA will make available to MDHA Development Corporation
    - Documentary Stamp Surtax (Surtax),
    - HOME Investment Partnership (HOME), or
    - State Housing Initiatives Partnerships (SHIP) funding for the housing component.
- **Funding Source - Land Acquisition**
  - MDT will make available to MDHA Development Corporation
    - Provide the land to be leased for a nominal fee;
    - \$250,000.00 for the cost of building and maintaining the park and ride/bus terminal facility on the property.
- In 2004, the Community Council Zoning Appeals Board 10 passed Resolution No. CZAB10-5-04 rezoning the site to RU-4M and restricting the site to the development of low-income elderly housing with a maximum of 14 residential units and a park /ride facility.

**Senator Villas Development Project**  
**Folios: 30-4016-002-0010 and 30-4016-002-0050**  
**Historical Background**

- On January 20, 2004, the Board approved Resolution No. R-16-04 authorizing the erection, construction and operation of the Bird Road Park and Ride Facility. *FUNDING SOURCE: The funding for this project is expected to come from a Florida Department of Transportation (FDOT) Joint Participation Agreement (JPA) whereby half of the funds will be provided by FDOT and the balance will be derived from the Local Option Gas Tax (LOGT). The budget for the park and ride project is estimated to be approximately \$250,000.00.*
- On April 7, 2004, a \$2.8 million FY 2004 Surtax Affordable Housing Contract was fully executed between Miami-Dade County and MDHA Development Corporation to construct an estimated 12 studio units and/or efficiencies, all set aside for Section 8 elderly families/individuals. This contract was executed on the bases
- On April 16, 2004, MDHA Director Rene Rodriguez, issued a check request to the Finance Department for MDHA Development Corporation in the amount of \$1,501,000.00 in FY 2004 Surtax funds to cover the estimated cost of the housing component, pursuant to Resolution No. R-289-02.
- On November 3, 2004, MDHA Director, Alphonso Brewster forwarded contracts to Assistant County Manager, Tony E. Crapp, Sr. for the signature approval of the FY 2004 Surtax Contract between Miami-Dade County and MDHA Development Corporation, pursuant Resolution No. R-289-02 & R-16-04.
- On June 29, 2007, Miami-Dade County Audit and Management Services Department revealed that in September 2004 the Development Corporation used \$750,000 (of the \$1,500,000 funds earmarked for the Senator Villas Project) as its capital contribution to fund Sunset Pointe project, without prior authorization (a statement extracted from Resolution No. R-262-10).
- On December 2, 2008, the Board approved Resolution No. R-1382-08, requesting FDOT modify the Corrective Public Purpose Quitclaim Deed to allow for residential development for low-income elderly housing and related facilities.
- On April 8, 2008, \$1,299,000.00 of recaptured/unspent funds and conveyance of Senator Villas was returned to Miami-Dade County through the Transitional Development Agreement under Resolution No. R-412-08.
- On June 11, 2009, FDOT issued a Third Corrective Public Purpose Quitclaim Deed to allow for the additional public purpose to provide for elderly housing and related facilities as confirmed in Miami-Dade County Resolution No. R-1382-08 dated December 2, 2008.

**Senator Villas Development Project**  
**Folios: 30-4016-002-0010 and 30-4016-002-0050**  
**Historical Background**

- On July 21, 2009, the Board approved Resolution No. R-1054-09 awarding \$1,000,000.00 in General Obligation Bonds (“GOB”) funding under Project No. 249 – “Preservation of Affordable Housing Units and Expansion of Home Ownership category.”
  - Other than the GOB allocation, there is currently no additional County funding or other funding allocated to this project.
- On March 2, 2010, the Board approved Resolution No. R-262-10 directing the Mayor or Mayor’s Designee to identify and recover funds and to procure a developer to construct Senator Villas Affordable Housing project. The Board desires to increase the number of very low and low-income elderly housing units from twelve (12) to twenty-three (23) and to include a commercial component to the extent legally permitted on the Senator Villas Site.
- On June 21, 2011, the Board approved Resolution No. R-497-11 directing the Mayor or Mayor’s designee to file a zoning application to permit to be utilized as a farmers market operated on a temporary basis on weekends; requesting the FDOT issue a corrective quitclaim deed on the property in order to allow this use, and to take any additional steps necessary to utilize the property for this temporary use and for the development of affordable, elderly, housing on the site.
- On October 13, 2011, FDOT issued a Fourth Corrective Public Purpose Quitclaim Deed to Miami-Dade County for the affordable elderly housing and farmers market in accordance with MDC Resolution No. R-497-11.
- On July 11, 2012, the Internal Services Department issued Request For Proposal No. 812 under full and open competition.
- On February 3, 2015, the Board rejected the sole proposal received under RFP No. 812, Senator Villas Development project. The County issued the solicitation to obtain proposals from experienced and qualified developers to build an affordable senior citizens housing development for Miami-Dade Transit (MDT). The selected developer would provide 23 residential units, with parking to accommodate a Park & Ride feature.

MEMORANDUM

Agenda Item No. 4(S)

**TO:** Honorable Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners

**DATE:** January 20, 2004

**FROM:** George M. Burgess  
County Manager



**SUBJECT:** Governmental Facilities Hearing  
Bird Road Park and Ride Facility  
03GF12

RECOMMENDATION:

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the erection, construction and operation of the Bird Road Park and Ride Facility. This item has been prepared by General Services Administration at the request of Miami-Dade Transit and is recommended for approval.

**LOCATION:**

Northeast corner of SW 89<sup>th</sup> Court and SW 40<sup>th</sup> Street (Bird Road), in southwest Miami-Dade County.

**BACKGROUND:**

In July of 1997, Miami Dade Transit (MDT) acquired the subject site from the Florida Department of Transportation (FDOT) with the restriction that the property be utilized for a park and ride. Subsequently, the Miami-Dade Housing Agency (MDHA) identified the site as an ideal location for a much-needed affordable elderly housing facility. The agencies agreed that the property could accommodate both uses. In September of 2001, the Florida Department of Transportation (FDOT) amended the deed restriction to also allow the elderly housing component.

**FACILITY DESCRIPTION:**

The site plan indicates that there will be a total of 38 parking spaces along SW 40<sup>th</sup> Street (Bird Road) to serve the park and ride. A new bus bay and shelter will be located along the SW 40<sup>th</sup> (Bird Road) right-of-way. The park and ride will be buffered from adjacent development by trees which will be installed along all property lines. Access into the site will be from drives located along SW 89<sup>th</sup> Court and SW 89<sup>th</sup> Avenue. Since the elderly housing will not to be operated by the County, it is subject to the regular zoning hearing process and is therefore not a part of this governmental facility hearing application.

JUSTIFICATION:

Miami-Dade Transit is seeking to make public transportation more convenient and to increase bus ridership. A park and ride facility at this location will attract riders to the transit system from a large radius around the site and the surrounding Westchester neighborhood. Serving the site is the Bird Road Max, a rapid, limited-stop route to the Dadeland North Station, where riders can connect to the Metrorail and all points north or south and then onto the South Miami-Dade Busway. The Bird Road Max provides a convenient alternative to the heavy traffic on Bird Road, whether in one's own vehicle or in a local bus route. It is believed that a park and ride at this location will draw riders who would otherwise opt to drive to their places of employment on Brickell Avenue and into Downtown Miami. Without the park & ride lot, only a very limited number of riders, those within walking distance to the bus stops, will have the opportunity to take advantage of this specialized route.

DEVELOPMENT SCHEDULE:

Development and permitting is expected to commence upon approval of this application by the Board. Initial design and construction of the park and ride facility is expected to commence immediately following approval of the general plan and be completed within twelve (12) months.

FUNDING SOURCE:

The funding for this project is expected to come from a Florida Department of Transportation (FDOT) Joint Participation Agreement (JPA) whereby half of the funds will be provided by FDOT and the balance will be derived from the Local Option Gas Tax (LOGT). The budget for the park and ride project is estimated to be approximately \$250,000.00.

MIAMI-DADE COUNTY  
SITE REVIEW COMMITTEE:

The Committee's task is to review projects subject to Section 33-303 of the Code of Miami-Dade County with regard to the public need for the proposed facility, its impact upon the surrounding community, and other similar considerations. The Committee reviewed this project on July 16, 2003. Since that time, MDT has been addressing issues raised during the review process, ultimately satisfying all requirements of the committee, thereby receiving unanimous approval in September 2003.

COMMUNITY COUNCIL:

The project was presented to Community Council #10 on October 1, 2003. The council members unanimously recommended approval and gave full support of the site and the proposed development plan.

PUBLIC HEARING  
REQUIREMENTS:

Section 33-303 of the Code of Miami-Dade County provides that, prior to the construction or operation of a facility in the unincorporated areas of Miami-Dade County on County property, a favorable public hearing before the Board of County Commissioners is required. The Board may only authorize use, construction and operation of such facilities after considering, among other factors, the public need for the facility, the type of function involved, existing land use patterns in that area and the nature of the impact of the facility on surrounding property. The attached report from the Miami-Dade County Site Review Committee addresses these factors.

  
Assistant County Manager

## MEMORANDUM

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**TO:** George M. Burgess  
County Manager

**DATE:** November 6, 2003

**FROM:** Site Review Committee

**SUBJECT:** Governmental Facilities Hearing  
Bird Road Park and Ride Facility  
03GF12

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### RECOMMENDATION

This application was reviewed by the Site Review Committee. All committee members recommend approval of erection, construction and operation of the Bird Road Park and Ride Facility, located on the northeast corner of SW 89<sup>th</sup> Court and SW 40<sup>th</sup> Street (Bird Road), in southwest Miami-Dade County. The Miami-Dade County Site Review Committee's task is to review projects subject to Section 33-303 of the Code of Miami-Dade County with regard to the public need for the proposed facility, its impact upon the surrounding community, and other similar considerations.

### BACKGROUND

In July 1997, Miami Dade Transit (MDT) acquired the subject site from the Florida Department of Transportation (FDOT) with the restriction that the property be utilized for a park and ride. Subsequently, the Miami-Dade Housing Agency (MDHA) identified the site as an ideal location for a much-needed affordable elderly housing facility. The agencies agreed that the property could accommodate both uses. In September of 2001, the Florida Department of Transportation (FDOT) amended the deed restriction to also allow the elderly housing component.

### DESCRIPTION OF FACILITY FUNCTION

The site plan indicates that there will be a total of 38 parking spaces along SW 40<sup>th</sup> Street (Bird Road) to serve the park and ride. A new bus bay and shelter will be located along the SW 40<sup>th</sup> (Bird Road) right-of way. The park and ride will be buffered from adjacent development by trees which will be installed along all property lines. Access into the site will be from drives located along SW 89<sup>th</sup> Court and SW 89<sup>th</sup> Avenue. Since the elderly housing will not be operated by the County, it is subject to the regular zoning hearing process and is therefore not part of this application.

### COMPREHENSIVE DEVELOPMENT MASTER PLAN

The Comprehensive Development Master Plan (CDMP) Adopted 2005 and 2015 Land Use Plan map designates the subject property zoned RU-2 for Low-Medium Density Residential Communities (5 to 13 dwelling units per gross acre) and the BU-2 portion for Business and Office. The property is currently vacant and to the west, east and south are commercial uses. To the north are single-family residential structures. On the north side of the site, the land use designation is

Low-Medium Density Residential. On the east and west of the site, the land use designation is Business and Office. On the south side of the site, across Bird Road, the land use designation is Business and Office.

Institutional and Public Facilities

Neighborhood or community-serving institutional uses and utilities including schools and fire and rescue facilities in particular, and cemeteries may be approved where compatible in all urban land use categories, in keeping with any conditions specified in the applicable category, and where provided in certain Open Land subareas. Major utility facilities should generally be guided away from residential areas, however. When considering such approvals, the County shall consider such factors as the type of function involved, the public need, existing land use patterns in the areas and alternative locations for the facility. All approvals must be consistent with the goals, objectives and policies of the Comprehensive Development Master Plan (Land Use Element, pages 1-43 and 1-44).

The application also furthers the following Policies of the Land Use Element of the CDMP.

Policy 1E

In conducting its planning, regulatory, capital improvements and intergovernmental coordination activities, Miami-Dade County shall seek to facilitate the planning of residential areas as neighborhoods which include recreational, educational and other public facilities, houses of worship, and safe and convenient circulation of automotive, pedestrian and bicycle traffic (Land Use Element, page 1-3).

Policy 4C

Residential neighborhoods shall be protected from intrusion by uses that would disrupt or degrade the health, safety, tranquility, character, and overall welfare of the neighborhood by creating such impacts as excessive density, noise, light, glare, odor, vibration, dust or traffic (Land Use Element, page 1-10).

Policy 4D

Uses, which are supportive but potentially incompatible, shall be permitted on sites within functional neighborhoods, communities or districts only where proper design solutions can and will be used to integrate the compatible and complementary elements and buffer any potentially incompatible elements (Land Use Element, page 1-10).

Objective 7

By 2003, Miami-Dade County shall require all new development and redevelopment in existing and planned transit corridors to be planned and designed to promote pedestrian and transit use (Land

Use Element, page 1-13).

In addition, the following Policies of the Transportation Element of the CDMP are furthered:

Policy 1A

As provided in this section and the Mass Transit Subelement, the County shall promote mass transit alternatives to the personal automobile, such as rapid transit (i.e. heavy rail, and express buses), fixed route bus and paratransit services (Transportation Element, page 11-1.1).

Policy 8A

Mass transit facilities shall incorporate provisions to enhance ease of transfer with other modes (e.g. park-ride garages and lots, bicycle lockers and racks, pedestrian walkways, taxi and jitney stands) (Mass Transit Subelement, page 11-29).

Policy 8D

Miami-Dade County shall continue its efforts to provide parking facilities for express bus routes involving non-stop and limited stop services to major activity centers and the rapid transit system, and for local bus services (Mass Transit Subelement, page 11-29-30).

**EXISTING LAND USE PATTERN**

**LAND USE PLAN DESIGNATION**

Subject Property:

BU-2 and RU-2; vacant

Business and Office and Low-Medium Residential, 5 to 13 units per gross acre

Surrounding Properties:

NORTH: RU-2; Duplexes

Low-Medium Density Residential (5 to 13 dwelling units per gross acre)

SOUTH: BU-1A; commercial Strip

Business and Office

EAST: IU-1; muffler shop

Business and Office

WEST: BU-1A; single-family

Business and Office

### IMPACT OF FACILITY ON SURROUNDING LAND USE

The park and ride facility will not have a negative impact on the abutting residential area as the facility will be located in close proximity to commercial uses found along the Bird Road corridor (SW 40<sup>th</sup> Street). Traffic may potentially increase on those streets adjoining the facility during the morning and early evening hours when commuters are accessing the transit stop. Landscaping is incorporated throughout the site to increase the aesthetics of the facility and visually mitigate the negative impact of the parking areas on the adjacent street network and land uses.

### STAFF RECOMMENDATIONS

The **Department of Planning and Zoning**, Zoning Section recommends that this application be approved, subject to the following conditions:

#### CONDITIONS:

1. That a plot use plan be submitted to and meet the approval of the Director; said plan to include among other things but not be limited thereto, location of building or buildings, type and location of signs, light standards, parking areas, exits and entrances, drainage, walls, landscaping, etc.
2. That the applicant submit to the Department of Planning and Zoning for its review and approval at the time of building permit a landscaping plan which indicates the type of plant material and size to be installed prior to final construction sign off.
3. That a hedge, 3 feet high at time of planting, be installed along the north property line. The hedge shall be of a species native to South Florida, such as, but not limited to, cocoplum, silver buttonwood and golden dewdrop.
4. That in the approval of the plan, the same be substantially in accordance with the plan submitted for the hearing entitled, "Senator Villa – Concept Design", prepared by R. J. Heisenbottle Architects, P.A., last dated August 08, 2003.

The **Public Works Department** has reviewed the application and makes the following recommendation and comment:

A 25-foot dedication is required along SW 40<sup>th</sup> Street (Bird Road)

The **Public Works Department - Traffic & Highway Engineering** has reviewed the application and makes the following recommendations and comments:

No roadway improvement projects are planned in the Transportation Improvement Program or the Long Range Transportation Program, which forecasts the Public Works Improvements for the next five, and twenty-year periods, that would interfere with the proposed site development.

1. A minimum of five feet of sidewalk, six feet if adjacent to a driving lane, shall be constructed along the property lines on SW 89<sup>th</sup> Avenue and SW 89<sup>th</sup> Court.
2. The property line along SW 40<sup>th</sup> Street at the bus bay shall be behind the new sidewalk. The bus shelter should be relocated to the east of the Bus Bay, keeping it away from the parking to the north.
3. Pedestrian walkways and disable ramps shall be provided throughout the project.
4. The site distance triangle shall be provided and reviewed for each individual exit into a right-of-way or structure at the time of permitting.
5. The land may be required to be platted.
6. A homeowners/property owners association will be required for the maintenance of private drives, common areas, landscaping and walls/fences, etc.
7. Entrance features are not reviewed and/or approved under this application. It must be submitted to the Plat Committee as an entrance feature application. The present driveway geometry will not meet the minimum requirements for a restricted gated or guardhouse entrance.

The **Fire Rescue Department** recommends approval based on the following conditions:

The closest fire rescue station to this area is Station #3, located at 3911 SW 82<sup>nd</sup> Avenue. It is equipped with a rescue and an engine; and can provide an approximate 2-3 minute response to emergency calls. Compliance with all applicable Life Safety and NFPA codes is required.

Upon final design of the site plan, it will be necessary for the plans to be reviewed by the Fire and Water Engineering located at 11805 SW 26<sup>th</sup> Street, Miami (786) 315-2775.

The **Miami-Dade Water & Sewer Department** makes the following recommendation:

Water

It will be required to connect to an existing twelve (12) inch water main on SW 40<sup>th</sup> Street and extend a twelve (12) inch water main northerly along SW 89<sup>th</sup> Court to the NW corner of the property to be interconnected to an existing four (4) inch water main in SW 89<sup>th</sup> Court. Any water main extension within the property shall be twelve (12) inches in diameter with two (2) points of connection and the system shall be looped.

Sewer

It will be required to connect to an existing eight (8) inch gravity sewer on SW 89<sup>th</sup> Avenue abutting the eastern boundary of the property. Any sewer extension within the property shall be eight (8) inch minimum in diameter. There is an existing piggyback condition associated with pump station No. 814. Please contact WASD for additional information on fees/additional improvement associated with this condition.

George M. Burgess  
County Manager  
Page 6

The right to connect the proposed project to the Department's sewer system is subject to terms, covenants, and conditions set forth in the settlement agreements entered into by Miami-Dade County with State of Florida's Department of Environmental Protection and all current, subsequent or future agreements, court orders, judgments, consent decrees, enforcement, regulatory actions, and proceedings.

Please note that improvements to the sewer system may be required based on the project's sewage flow to be discharged into Miami Dade Water and Sewer Department's system and the condition of the sewage pump station(s) receiving the referenced sewage flow at the time a request is sent to the Miami Dade Water and Sewer Department.

The **Department of Environmental Resources Management** has reviewed the subject application and offers the following comments:

DERM has reviewed the subject application and has determined that it meets the minimum requirements of Chapter 24 of the Code of the Miami-Dade County, Florida. Accordingly, DERM may approve the application and it may be scheduled for public hearing. DERM has also evaluated the request insofar as the general environmental impact that may derive from it, and based upon the available information offers no objection to its approval.

Wellfield Protection:

The subject property is located within the Average Day Pumpage Wellfield Protection area of the Alexander Orr/Snapper Creek/Southwest Wellfield complex. Development of the subject property shall be in accordance with the regulations established in Section 24.12.1 of the Code.

Water and Sewer Service:

Public water and public sanitary sewers can be made available to this site and connection of any existing or proposed facilities will be required. All sewer lines serving the property shall comply with the exfiltration standards as applied to development within wellfield protection areas.

Existing public water and sewer facilities and services meet the Level of Service (LOS) standards set forth in the Comprehensive Development Master Plan (CDMP). Furthermore, the proposed development order, if approved, will not result in a reduction in the LOS standards subject to compliance with the conditions required by DERM for this proposed development order.

Notwithstanding the foregoing, in light of the fact that the County's sanitary sewer system has limited sewer collection/transmission and treatment capacity, no new sewer service connections can be permitted until adequate capacity becomes available. Consequently, final development orders for this site may not be granted unless adequate capacity in the sanitary sewer collection/transmission and treatment system is available at the point in time when the project will be contributing sewage to the system or if approval for alternative means of sewage disposal can be obtained. Use of an alternative means of sewage disposal shall be an interim measure, with

connection to the public sanitary sewer system required upon availability of adequate collection/transmission and treatment capacity.

Stormwater Management:

All stormwater shall be retained on site utilizing properly designed seepage or infiltration drainage structures. Drainage plans shall provide for full on-site retention of the stormwater runoff of a 5-year storm event. Pollution Control devices shall be required at all drainage inlet structures.

A No-Notice General Environmental Resource Permit from DERM shall be required for the drainage system. The applicant is advised to contact DERM in order to obtain additional information concerning permitting requirements.

Site grading and development shall comply with the requirements of Chapter 11C of the Code of Miami-Dade County.

Any proposed development shall comply with County and Federal flood criteria requirements. The proposed development order, if approved, will not result in a reduction in the Level of Service standards for flood protection set forth in the Comprehensive Development Master Plan subject to compliance with the conditions required by DERM for this proposed development order.

Wetlands:

The subject site is not located in jurisdictional wetlands as defined in Chapter 24-3 and 24-58 of the Code; therefore, a Class IV Permit for work in wetlands will not be required by DERM.

Notwithstanding the above, permits from the Army Corps of Engineers (USACOE), the State of Florida Department of Environmental Protection (FDEP) and the South Florida Water Management District (SFWMD) may be required for the proposed project. The applicant is advised to contact these agencies concerning their permit procedures and requirements.

Tree Preservation:

Section 24-60 of the Code requires the preservation of tree resources. A Miami-Dade County tree removal permit is required prior to the removal or relocation of any trees. The applicant is advised to contact DERM staff for permitting procedures and requirements prior to development of site and landscaping plans.

Concurrency Review Summary:

The Department has conducted a concurrency review for this application and has determined that the same meets all applicable Levels of Service standards for an initial development order, as specified in the adopted Comprehensive Development Master Plan for potable water supply, wastewater disposal and flood protection. Therefore, the application has been approved for concurrency subject to the comments and conditions contained herein.

George M. Burgess  
County Manager  
Page 8

This concurrency approval does not constitute a final concurrency statement and is valid only for this initial development order as provided for in the adopted methodology for concurrency review. Additionally, this approval does not constitute any assurance that the LOS standards would be met by any subsequent development order applications concerning the subject property.

In summary, the application meets the minimum requirements of Chapter 24 of the Code and therefore, it may be scheduled for public hearing; furthermore, this memorandum shall constitute DERM's written approval as required by the Code. Additionally, DERM has also evaluated the application so as to determine its general environmental impact and after reviewing the available information offers no objections to the approval of the request.

MIAMI-DADE COUNTY SITE REVIEW COMMITTEE  
Application 03GF12  
OFFICE OF PUBLIC TRANSPORTATION MANAGEMENT  
BIRD ROAD PARK AND RIDE FACILITY

Fernando, Alonso Chief  
Right-of-Way Division  
Public Works Department

Esther Calas, Assistant Director  
Public Works Department  
Traffic & Highway Engineering

Diane O'Quinn Williams, Director  
Department of Planning and Zoning

Barbara Matthews, Manager  
Capital Improvements and Planning  
Fire and Rescue Department

Alyce M. Robertson, Assistant Director  
Department of Environmental  
Resources Management

Phillip Torres, P.E., Chief  
Plans Review Section  
Department of Water & Sewer

Bernard McGriff, Director  
General Services Administration



**MEMORANDUM**  
(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D. **DATE:** January 20, 2004  
and Members, Board of County Commissioners

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 4(S)

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

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

Agenda Item No. 4(S)  
1-20-04

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

RESOLUTION AUTHORIZING THE ERECTION,  
CONSTRUCTION AND OPERATION OF THE BIRD ROAD  
PARK AND RIDE FACILITY, LOCATED ON THE  
NORTHEAST CORNER OF SW 89<sup>TH</sup> COURT AND SW 40<sup>TH</sup>  
STREET (BIRD ROAD), IN COMPLIANCE WITH SECTION  
33-303 OF THE CODE OF MIAMI-DADE COUNTY

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference, and has conducted a public hearing in compliance with the provisions of Section 33-303 of the Code of Miami-Dade County, Florida,

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

Section 1. This Board hereby finds and declares that the erection, construction and operation of the Bird Road Park and Ride Facility located on the northeast corner of SW 89<sup>th</sup> Court and SW 40<sup>th</sup> Street (Bird Road), more specifically described as follows:

LOTS 1, 2, 3, 4 AND 26, BLOCK 1, OLYMPIC HEIGHTS, according to the plat thereof as recorded in Plat Book 10 at Page 2 of the Public Records of Dade County, Florida, lying in the Southeast ¼ of Section 16, Township 54 South, Range 40 East, Dade County, Florida;  
Containing 23, 768 square feet ±

is necessary to provide for and protect the public health, safety and welfare of the citizens and residents of Miami-Dade County, Florida, and in so finding, has considered, among other factors, the type of function involved, the public need therefore, the land use pattern in the area, and the nature of the impact on the surrounding property.

Section 2. This Board approves the recommendations in the attached memorandum and authorizes the County Manager to take appropriate action to accomplish them.

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

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2004. 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

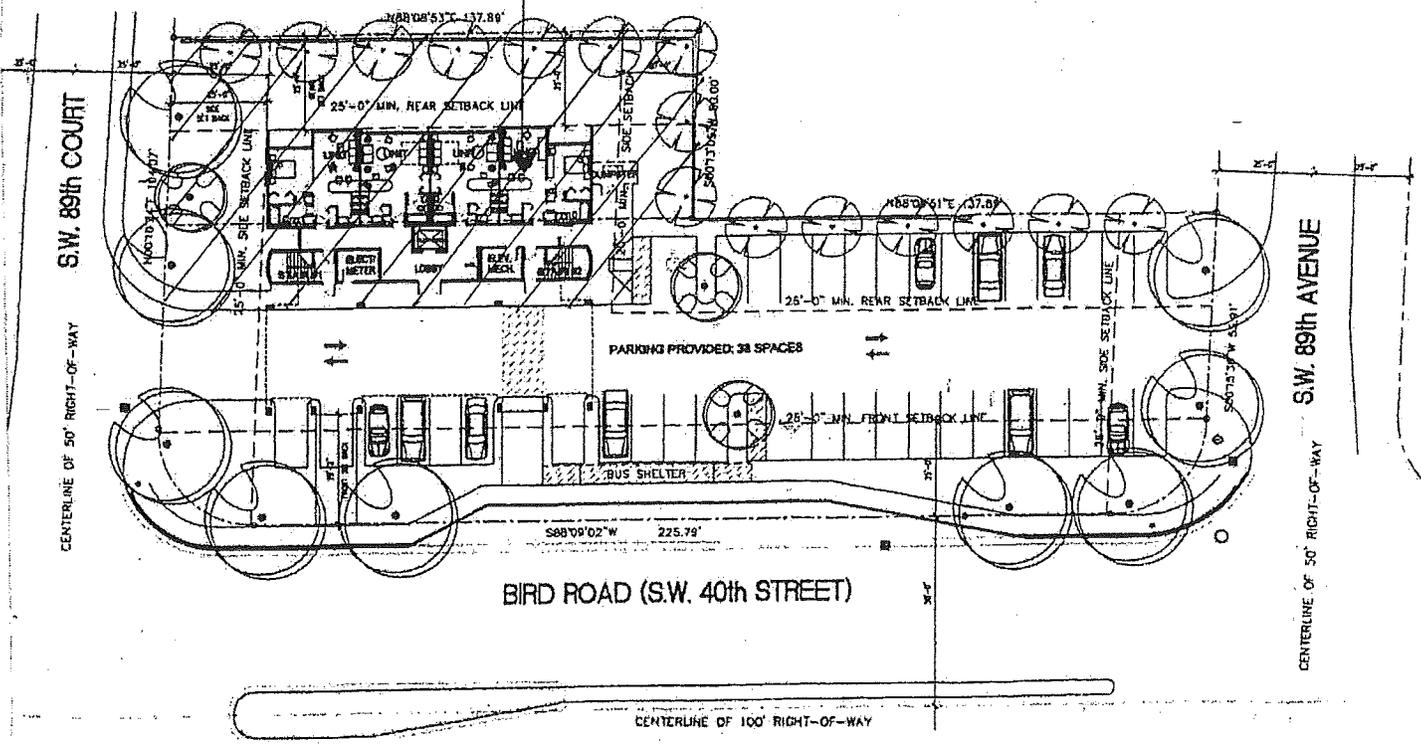
HARVEY RUVIN, CLERK

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

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

Joni Armstrong Coffey

# BUILDING N.I.C.





LEGAL DESCRIPTION  
PARCEL 6162

Lot 5, Block 1, OLYMPIC HEIGHTS, according to the plat thereof as recorded in Plat Book 10, at Page 2 of the Public Records of Dade County, Florida, lying in the Southeast 1/4 of Section 16, Township 54 South, Range 40 East, Dade County, Florida.

LESS:  
All that portion of Lot 5, Block 1, OLYMPIC HEIGHTS, being more particularly described as follows:

COMMENCE at the Southwest corner of the aforementioned Southeast 1/4 of Section 16; thence run N88°09'02"E, along the South line of the Southeast 1/4 of said Section 16, for a distance of 1216.22 feet to a point; thence run N01°50'58"W, for a distance of 50.00 feet to the point of intersection of the West line of said Lot 5, with the North line of the South 50.00 feet of the Southeast 1/4 of said Section 16 and the POINT OF BEGINNING of the hereinafter described parcel of land; thence run N88°09'02"E, along the North line of said South 50.00 feet of the Southeast 1/4 of Section 16, for a distance of 10.89 feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 25.00 feet; thence run Northeastly along the arc of said circular curve through a central angle of 87°51'26" for an arc distance of 10.25 feet to the point of tangency and a point on the East line of said Lot 5; thence run S00°15'16"W, along said East line of said a distance of 25.02 feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 25.00 feet; thence run Southwesterly along the arc of said circular curve through a central angle of 87°53'26" for an arc distance of 18.15 feet to the point of tangency and a point on the South line of said Lot 5; thence run S00°09'02"W, along said South line of said distance of 10.89 feet to the Southwest corner of Lot 5 as shown on said Plat of OLYMPIC HEIGHTS; thence run N00°15'16"E, along the West line of said Lot 5, for a distance of 25.02 feet to the POINT OF BEGINNING.

Containing 4912 square feet, more or less.  
Together with:

F. A. P. No.  
BA-NA-6138 (8)

FLORIDA DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY SURVEYING AND MAPPING  
PARCEL LEGAL

STATE ROAD No. 976 DADE COUNTY

BY	DATE	LEGAL DESCRIPTION
DRYAN A. L. R.	11/05/1996	PARCEL 6162
TRACED RODRIGUEZ		
CHECKED F. Z. GATELL	11/06/1996	
MAPS PREPARED BY: FERNANDO Z. GATELL P.L.S., INC.		
SECTION No. 87044-2501	FE: / PG:	SCALE: N.T.S.

19903PG2335

LEGAL DESCRIPTION  
PARCEL 6122

Lots 1, 2, 3, 4, and 26, Block 1, OLYMPIC HEIGHTS, according to the plat thereof as recorded in Plat Book 10 at Page 2 of the Public Records of Dade County, Florida, lying in the Southeast 1/4 of Section 16, Township 54 South, Range 40 East, Dade County, Florida;

LESS:  
All that portion of said Lots 1, 2, 3 and 4, Block 1, OLYMPIC HEIGHTS, being more particularly described as follows:

COMMENCE at the Southwest corner of the SE 1/4 of said Section 16; thence run N88°09'02"E, along the South line of the SE 1/4 of said Section 16, for a distance of 1005.18 feet to a point; thence N01°50'58"W, for a distance of 75.88 feet to a point of curvature of a circular curve concave to the Northeast having a radius of 25.00 feet, said point being on the West line of said Lot 1 and is the POINT OF BEGINNING of the parcel of land hereinafter to be described; thence run Southwesterly, Southerly, Southeasterly, Easterly and Northeasterly along the arc of said circular curve through a central angle of 92°01'12" for a distance of 40.15 feet to the point of tangency and a point on the North line of the South 50.00 feet of the SE 1/4 of said Section 16; thence run N80°09'02"E, along said North line of the South 50.00 feet to a point on the East line of said Lot 4; thence run S00°15'36"W, along the East line of said Lot 4, for a distance of 25.02 feet to a point on the South line of said Lot 4; thence run S00°09'02"W, along the South line of said Lots 4, 3, 2 and 1, for a distance of 106.94 feet to the point of curvature of a circular curve concave to the Northeast and having a radius of 25.00 feet; thence run Southwesterly, Westerly, Northwesterly, Northerly and Northeasterly along the arc of said circular curve through a central angle of 92°01'12" for a distance of 40.15 feet to the point of tangency and a point on the West line of Lot 1; thence run N00°10'14"E, along said West line of Lot 1, for a distance of 25.02 feet to the POINT OF BEGINNING.

Containing 23,768 square feet, more or less.

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA  
RECORD VERIFIED  
HARVEY RUVIN  
CLERK CIRCUIT COURT

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA  
RECORD VERIFIED  
HARVEY RUVIN  
CLERK CIRCUIT COURT

F. A. R. No.  
DA-HA-6138 (B)

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY SURVEYING AND MAPPING		STATE ROAD No. 976		DADE COUNTY	
PARCEL LEGAL		BY		DATE	
		A. J. R.		11/05/1996	
		RODRIGUEZ			
		F. Z. GATELL		11/06/1996	
MAPS PREPARED BY: FERNANDO Z. GATELL P.L.S., INC.		FBI:		/ PG:	
SECTION No. 87044-2501		SCALE:		N.T.S.	
SECTION 16 - 54S - 40E		SHEET		3 OF 3	

Date: APRIL 0, 2008

To: Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

Alternate  
Agenda Item No. 12(A)(2)

From: George W. Burgess  
County Manager

Resolution No: R-412-08

Subject: Recommended Execution of Transitional Agreement Between Miami-Dade County and  
MDHA Development Corporation

This alternate agenda item incorporates all the amendments made at the March 12, 2008 Economic Development and Human Services Committee meeting and also does the following:

1. Clarifies in the Transitional Agreement that the June 29, 2007 AMS audit did not conclude that funds were misappropriated or any individual officer engaged in a wrongful act;
2. Extends the definition of "Retained Funds" to include any funds that are received by MDHADC after the effective date of the Agreement and which can be kept by MDHADC;
3. Extends the definition of "Returned Funds" to include any funds that are received by MDHADC after the effective date of the Agreement and which are to be disbursed by MDHADC to the County;
4. Clarifies in the Transitional Agreement that the outgoing board of MDHADC will appoint the new incoming board;
5. Adds in the Transitional Agreement an indemnification provision that requires MDHADC to hold the County harmless and requires those personnel terminated by MDHADC to sign a release in favor of the County;
6. Authorizes MDHADC in the Transitional Agreement to change its name so it is no longer identified with the County or MDHA; and
7. Corrects in Exhibit 1 to the cover memorandum the Commission District location of the Gran Via project and reflects that the Royal Colonial project is comprised of two lots.

#### RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the Mayor or his designee to execute a Transitional Agreement on behalf of Miami-Dade County with MDHA Development Corporation (MDHADC).

The terms of the Transitional Agreement are a product of extensive negotiations, which commenced in October 2006, between the County Attorney's Office and the attorneys representing MDHADC and staff of both the County and MDHADC. The Transitional Agreement being presented to the BCC is the result of work that has transpired for well over a year. It is recommended that the BCC approve the Transitional Agreement and authorize the Mayor or his designee to execute the document as presented and further recommended that the BCC waive the requirements of Resolution R-130-06 which requires the Transitional Agreement to be completely negotiated and executed by non-County parties. It will also be required that the Board of Directors of MDHADC ratify the document before execution.

The proposed Transitional Agreement is structured in accordance with Audit and Management Services' (AMS) 2007 audit of MDHADC and includes: 1) the recapture of unspent funds and the return of conveyed properties that are not under contract or in a development stage; 2) the termination of contracts for lack of performance; and 3) the recovery of any specific funds identified in the AMS audit as having been spent without proper authorization. In addition, the Transitional Agreement requires that the existing MDHADC Board of Directors be replaced with a newly constituted board.

#### SCOPE

The Transitional Agreement covers 69 parcels of conveyed land (of which 56 are infill lots) and one parcel of purchased land by MDHADC using County Surtax funds (Postmaster) that make up 15 projects located throughout Miami-Dade County. Exhibit 1 lists each project and its Commission District location and Exhibit 2 lists the 70 parcels.

### **FISCAL IMPACT / FUNDING SOURCE**

In total, the County's Surtax Program should realize \$1,334,082 of returned or earned funds from MDHADC, as detailed in Exhibit 3. This amount is made up of the \$218,081 from the initial close-out which will be realized upon the execution of the Transitional Agreement and, it is anticipated that the County will receive the remaining \$1.116 million in developer fees in phases between April 2008 and April 2009. Further in this cover memorandum is a detailed description on the distribution and recapture of cash assets.

In addition, \$14.12 million of funds allocated to MDHADC, but never disbursed, is being deobligated from MDHADC.

### **MONITORING/TRACK RECORD**

The County's Office of Community and Economic Development (OCED) will take the lead to ensure that all County-funded projects remaining with MDHADC have executed contracts and loan documents (Closing Documents) approved by the County Attorney's Office. The Closing Documents shall ensure that the interest of the County is protected and shall include timelines, deliverables, and reverter clauses where appropriate. OCED will also ensure that there are regular audits and field visits as dictated for all County funded projects.

Pursuant to the Transitional Agreement, the Dade Community Foundation (DCF) will serve as the fiduciary for MDHADC and shall be authorized to take and maintain control of all Retained Funds with the exception of any exempt funds described in the Transitional Agreement.

### **BACKGROUND**

On July 27, 2000, and pursuant to Resolution R-903-00, the BCC authorized the formation of MDHADC as a Florida not-for-profit corporation to promote delivery of residential development for low- to moderate-income residents of Miami Dade County. The MDHADC was created to expedite the building of affordable housing by assembling partnerships with experienced affordable housing developers and accessing tax credits and bond financing. The County enhanced this partnership by committing funding and transferring land which increased leveraging potential of tax-payer dollars. On January 23, 2001, MDHADC was incorporated as a Florida Non-Profit Corporation. Then in 2003, MDHADC also submitted an application to the Internal Revenue Service (IRS) to obtain a 501(c)(3) designation; however said designation was never realized.

When MDHADC was established it was the intent that its board of directors would be comprised mainly of County employees, which included the Director of the Miami Dade Housing Agency (MDHA) and five other persons, including three County employees. The first appointed Executive Director was the former director of the MDHA Private Rental Housing Division. In March 2003, MDHADC's offices moved to a non-county building and by December 2004 County employees transitioned off of the Board of Directors. Currently, there are no County employees who serve on MDHADC's Board of Directors.

Between 2000 and 2006, the County allocated \$30.7 million for 11 specific projects. In addition, there were four projects where no funds were allocated, but property was conveyed for the purpose of developing affordable housing.

Of the \$30.7 million allocated, only \$16 million was disbursed to MDHADC, which includes \$6.5 million allocated and disbursed to complete the construction of Ward Towers, a 100-unit public housing development for elderly and frail residents. The remaining \$9.5 million was committed for five specific projects. Expenditures for those five projects included land purchases, taxes, permitting, architectural drawings, surveys, maintenance and landscaping, etc.

In March 2006, the County Manager requested an audit by the County's AMS of all County-awarded funds and the utilization of such funds. The audit, which was released on June 29, 2007, substantiated several areas of concern which have existed since the inception, such as:

- Only one out of 11 projects entrusted to MDHADC between 2002 and 2006 was completed.
- Construction deadlines lapsed ranging for periods between 19 to 46 months.
- Although Ward Towers was the only project "physically" completed as of June 2005, the tax credits and permanent loan closing were far from complete.
- Financial commitments had expired, and developer agreements were not in place. The MDHADC spent approximately \$4.2 million of the \$9.5 million primarily for land acquisition, architectural, and consulting fees.
- Funds were spent prior to securing loan documents or formal contractual agreements between the County and MDHADC. Advances were also used for other unfunded projects and administrative costs.

The County has been negotiating with MDHADC for the return of certain properties and allocated funds. Since the release of the audit by AMS, discussions have continued to address the specific concerns and recommendations in the audit which include, but are not limited to the following:

- Recapture of unspent funds and the return of conveyed properties that are not under contract or in development;
- Termination of certain contracts that were executed; and
- Recover funds identified in the AMS audit as having been spent without proper authorization, including \$750,000 invested in Sunset Pointe, a 46-unit multifamily affordable housing project.

The proposed Transitional Agreement incorporates AMS' recommendations and is structured in the following manner:

- Provides for the present entity to remain intact but changes the membership of the board and the staff;
- Provides for the distribution and recapture of remaining cash assets and monetary commitments;
- Transfers the ownership of the previously transferred land and property from MDHADC to the County; and
- Establishes a Fiduciary Agent relationship between MDHADC and DCF.

**MDHADC Structure**

MDHADC cannot be dismantled because doing so would jeopardize the current tax credits awarded by the Housing Finance Authority for Ward Towers (four percent) and Postmaster (nine percent) as well as the potential loss of these two very important housing projects.

First, under the proposed restructure of MDHADC, DCF will act as MDHADC's fiduciary agent managing all funds allocated to MDHADC. Secondly, within 30 days of effective date of the Transitional Agreement, MDHADC's current board of directors will appoint a new board, with individuals acceptable to the County, and the old members will all resign. Thirdly, MDHADC's bylaws and other corporate documents shall be amended. Finally, present staff members, including the executive director, will relinquish their position and will be replaced by a newly hired project manager to oversee and complete the remaining projects in the MDHADC portfolio. The funding for the day-to-day operations will be paid from funds retained as noted above from current projects or earned from developer fees.

***Distribution of Recaptured Cash Assets***

Funds in MDHADC's bank accounts not associated with projects under construction or required to complete the project management of said projects, will be returned to the County. Those funds, which are referred to as "Returned Funds" in the Transitional Agreement, are funds that have been disbursed to MDHADC and remain in MDHADC's accounts as of January 1, 2008 and are not attributable to either Ward Towers or Postmaster.

As of December 31, 2007, approximately \$1.7 million remained in MDHADC's bank accounts that include \$947,277 in an operational business account and \$753,621 in a separate account for the Postmaster project. The Postmaster account will remain intact to complete the project. Of the \$947,277 in the operational business account, \$389,300 must remain for transitional costs of MDHADC which includes business expenses since January 2008, \$213,800 will remain for the first year in order for DCF to complete the projects that are to remain with MDHADC, and \$126,096 will remain to pay taxes for MDHADC. Therefore, of the \$1.7 million in the accounts, \$218,081 will be returned to the County and placed in a closeout trust fund for MDHADC, in which the Mayor or his designee will earmark funds to address any future shortfalls associated with MDHADC.

Additionally, it is anticipated that approximately \$1,116,001 million will be returned by MDHADC to the County's Surtax Program. The receipt of this money will be given to the County in phases upon the final completion of the Ward Towers and Postmaster Projects. More specifically, the County will receive \$750,000 (out of a total of \$909,600) from a developer fee that is expected to be received by MDHADC for Ward Towers. The \$750,000 will be returned to the County to repay the expenditure associated with the Sunset Pointe project.

Lastly, a developer fee is expected to be earned by MDHADC assuming completion of the tax-credit funded Postmaster project. In July 2006, MDHADC entered into a development agreement for the 55- unit elderly Postmaster project with Pinnacle Housing Group (PHG), of which the County shall earn \$540,000, or 45 percent, of the total \$1.2 million developer fee. However, in 2002 MDHA improperly transferred \$173,999 of excess cash to MDHADC from the County's owned affordable housing property, Lakeside Apartments. This transfer of cash violated the deed restriction and the County therefore is obligated to return the funds to Lakeside Apartments cash reserves. The developer fee that the County receives from the Postmaster project will be used to correct this violation, yielding a net revenue to the County of \$366,001. Assuming the County closing of the Surtax loan, PHG will close on the tax credits and construction financing. Postmaster is expected to break ground in April 2008.

Other known liabilities or expenses, such as taxes or operating expenses, of MDHADC shall be paid from MDHADC's retained funds as obligations of MDHADC. The MDHADC shall provide an accounting of all such payments within five days of such payments to the County. Once the newly constituted board is appointed, it will report to the County the status of Retained Funds, and the bank accounts in which they are deposited. This report will also include an estimate of the budget necessary for operating funds to be utilized by MDHADC. The operating funds necessary to support MDHADC will be included in the Retained Funds.

As for the \$14,735,680 in committed funds made by the County but never disbursed, contracts for these commitments will be terminated and the funding allocations recaptured, with the following exceptions:

1. Those funds associated with 14 of the 56 infill parcels ("Collective Parcels") originally conveyed to MDHADC by the County through Resolutions R-109-05 and R-376-01. These Resolutions authorized a combined allocation in the amount of \$2.5 million from Documentary Surtax funds; and
2. Those funds allocated to MDHADC with specific instructions to enter into two joint venture agreements; one with The Jesus People Ministries Centre at Miami Gardens Drive, Inc. (JPM) (Resolutions R-160-05 and R-495-02) and the other with SBC Community Development Corporation of Richmond Heights, Inc (SBC) (Resolution R-1310-03).

None of the funds for the Infill lots were actually transferred to MDHADC but the parcels were conveyed by the County to MDHADC. The Transitional Agreement allows for the development of the 14 parcels to be retained by MDHADC. The development of these parcels has been under contract with Red Rock Global since July 2006. In addition to the 14 infill parcels (which will permit 15 homes), MDHADC will retain \$616,001 of the \$2.5 million allocation to develop these lots. Upon completion of the 14 parcels, any unused funds will be recaptured by the County. The County has already corrected and recorded the County deeds on these lots on July 25, 2007 in order to attach the new Infill Housing Initiative restrictions to each of these lots.

Any contracts with and property conveyed or leased to JPM and SBC shall be terminated and/or assigned directly to JPM and SBC to continue the development of established affordable housing projects. The County's consent to these assignments and execution of contracts and loan agreements with JPM and SBC shall be conditioned on JPM and SBC entering into contracts with qualified developers, and that they meet specific timelines and deliverables. The funds assigned to JPM and SBC in any agreements will be the net of any expenditure that already has been made by MDHADC for the development of the projects described herein.

***Transferred Land and Property***

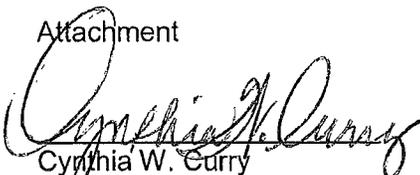
As stated previously, the three specific projects (referred to as "Retained Properties"), Ward Towers, Postmaster, and the 14 infill lots will remain with the MDHADC under the leadership of the newly constituted board.

As noted above, all contracts related to the infill lots were amended to ensure they include reverter clauses and other restrictions, as well as set timelines for completion. The development of the infill lots will include affordable homes to be sold to first time low- or moderate-income buyers. Each home shall also include a restrictive covenant that will maintain their affordability for a period of 20 years. Each project will also require MDHADC to submit updated budgets, timelines, tax credit completion schedules, and progress reports. If any provisions of these contractual obligations are not met, the property may revert to the County under termination and default provisions set forth in the Transitional Agreement.

The non-retained properties, or Returned Projects, include all land or monetary commitments conveyed for projects not under contract. Returned Properties shall be conveyed by MDHADC to the County by quit-claim deed within 30 days of the effective date of the Transitional Agreement. The MDHADC will deliver to the County all documents, including plans, drawings and other development and pre-development documents necessary and useful, as determined by the County for the continued and timely development of affordable housing for all returned projects.

Finally, the Transitional Agreement addresses miscellaneous requirements including completing the application for 501(c)(3) and (c)(4) for tax-exempt status to the IRS. MDHADC must resolve any outstanding employment or compensation issues involving MDHADC personnel within five days of the effective date. Upon completion of all Retained Projects, MDHADC will either be voluntarily dissolved or shall immediately change its name so as to eliminate its identification with the MDHA or the County.

Attachment

  
Cynthia W. Curry  
Senior Advisor to the County Manager

**ALL PROJECTS and FUNDS AWARDED TO MDHA DC (as of 12/2006)**

**EXHIBIT 1**

Resolution Number	Project	Funds awarded	Funds Disbursed by County	Funds Expended by MDHADDC	Commission District
<b>Funded Projects</b>					
1	R-903-00	Ward Towers (100 units)	\$ 6,500,000	\$ 6,500,000	2
2	R-494-02	Postmaster Apartments (55 units)	2,000,000	2,000,391	10
3	R-160-05; R-495-02	Townhouse Villas/ JPM Centre (30 units)	3,000,000	1,083,089	1
4	R-494-02	District 6 (elderly housing)	2,000,000	18,804	6
5	R-289-02	Senator Villas Park and Ride Elderly Housing (12 units)	2,800,000	295,648	10
6	R-494-02	District 5 (elderly housing)	2,000,000	5,724	5
7	R-109-05; R-376-01	56 Infill Sites (42 returned to County*, 14 remain with MDHA DC)	2,500,000	81,246	2
8	R-1310-03	Pinkston (SBC)	2,000,000	13,819	9
9	R-1354-01	Smathers Plaza, ALF (30 units)	3,000,000	407,418	7
10	R-487-02	Historical Preservation (Wellness Historic Site)	435,680	9,694	5
11	R-921-03; R-1336-05	Gran Via (54 units)	4,500,000	211,103	11
<b>Property Approved for Conveyance (not-funded)</b>					
12	R-998-05	River Crossing (Virrick I+II)	None	16,223	3,7
13	No Resolution	Palmetto Homes* (6 lots)	None	38,310	2,3
14	R-717-04; 754-03	Royal Colonial--Dist. 9* (2 lots)	None	19,979	9
15	R-717-04	Wynwood	None	-	3

\* Property to return to County  
**Grand Totals**

\$30,735,680      \$16,001,000      \$10,701,448  
 \$24,235,680      \$9,501,000      \$4,201,448

**Grand Totals without Ward**

6

**ORIGINAL LOTS CONVEYED TO MDHA DEVELOPMENT CORP  
INFILL HOUSING LOTS**

Folio	Address	Developer	District
0131140170640	1476 NW 69 TERR	MDHA DEVELOPMENT CORPORATION	2
0131140180120	1527 NW 67 ST	MDHA DEVELOPMENT CORPORATION	2
0131140180480	1463 NW 68 ST	MDHA DEVELOPMENT CORPORATION	2
0131140180640	1450 NW 68 TERR	MDHA DEVELOPMENT CORPORATION	2
0131140180890	1620 NW 68 TERR	MDHA DEVELOPMENT CORPORATION	2
0131140181310	1419 NW 68 TERR	MDHA DEVELOPMENT CORPORATION	2
0131140270510	1541 NW 64 ST	MDHA DEVELOPMENT CORPORATION	2
0131140270880	1524 NW 64 ST	MDHA DEVELOPMENT CORPORATION	2
0131140271370	1610 NW 62 TERR	MDHA DEVELOPMENT CORPORATION	2
0131140271380	1626 NW 62 TERR	MDHA DEVELOPMENT CORPORATION	2
0131150050950	1706 NW 69 ST	MDHA DEVELOPMENT CORPORATION	2
0131150052710	6320 NW 17 AVE	MDHA DEVELOPMENT CORPORATION	2
3021340050870	1920+ NW 113 Terr	MDHA DEVELOPMENT CORPORATION	2
3021350000170	1021 NW 103 ST	MDHA DEVELOPMENT CORPORATION	2
3031030080320	2143 NW 97 ST	MDHA DEVELOPMENT CORPORATION	2
3031030190640	1901+ NW 97 St	MDHA DEVELOPMENT CORPORATION	2
3031040100080	3135+ NW 88 St	MDHA DEVELOPMENT CORPORATION	2
3031090200360	3110+ NW 77 St	MDHA DEVELOPMENT CORPORATION	2
3031100280680	7138 NW 20 AVE	MDHA DEVELOPMENT CORPORATION	2
3031100281130	2135 NW 70 ST	MDHA DEVELOPMENT CORPORATION	2
3031100350710	2000 NW 86 ST	MDHA DEVELOPMENT CORPORATION	2
3031100430220	1811 NW 83 ST	MDHA DEVELOPMENT CORPORATION	2
3031100570340	1990 NW 83 ST	MDHA DEVELOPMENT CORPORATION	2
3031100571600	2345 NW 79 TERR	MDHA DEVELOPMENT CORPORATION	2
3031100571850	2178 NW 79 TERR	MDHA DEVELOPMENT CORPORATION	2
3031110230170	7111 NW 16 AVE	MDHA DEVELOPMENT CORPORATION	2
3031110230450	7193+ NW 15 CT	MDHA DEVELOPMENT CORPORATION	2
3031110240070	1170+ NW 77 ST	MDHA DEVELOPMENT CORPORATION	2
3031110380120	1460+ NW 74 ST	MDHA DEVELOPMENT CORPORATION	2
3031110380130	1470+ NW 74 ST	MDHA DEVELOPMENT CORPORATION	2
3031110410010	8100+ NW 14 PL	MDHA DEVELOPMENT CORPORATION	2
3031110410240	7925 NW 15 AVE	MDHA DEVELOPMENT CORPORATION	2
3031110430050	1555+ NW 84 ST	MDHA DEVELOPMENT CORPORATION	2
3031110440192	1840+ NW 13 CT	MDHA DEVELOPMENT CORPORATION	2
3031110470220	7927 NW 10 CT	MDHA DEVELOPMENT CORPORATION	2
3031150056390	1855 NW 69 ST	MDHA DEVELOPMENT CORPORATION	2
3031150170260	7016+ NW 19 AVE	MDHA DEVELOPMENT CORPORATION	2
3031150170400	2000 NW 69 TERR	MDHA DEVELOPMENT CORPORATION	2
3031150360020	2321+ NW 68 ST	MDHA DEVELOPMENT CORPORATION	2
3031150370130	6221+ NW 23 AVE	MDHA DEVELOPMENT CORPORATION	2
3031150430680	2480 NW 68 ST	MDHA DEVELOPMENT CORPORATION	2
3031160060041	3051+ NW 64 ST	MDHA DEVELOPMENT CORPORATION	2
0131130230342	6901 NW 3 AVE	MDHA DEVELOPMENT CORPORATION	3
0131140160710	1395 NW 68 TERR	MDHA DEVELOPMENT CORPORATION	2
0131140170550	1410 NW 69 TERR	MDHA DEVELOPMENT CORPORATION	2
3031110310460	77XX NW 16 AVE	MDHA DEVELOPMENT CORPORATION	2
0131140360200	844 NW 63 ST	MDHA DEVELOPMENT CORPORATION	2
0131140360380	1020 NW 63 ST	MDHA DEVELOPMENT CORPORATION	2
0131140361800	1090 NW 65 ST	MDHA DEVELOPMENT CORPORATION	2
0131140362250	920 NW 66 ST	MDHA DEVELOPMENT CORPORATION	2
3031040030260	2905 NW 98 ST	MDHA DEVELOPMENT CORPORATION	2
3031100570270	20XX NW 83 ST	MDHA DEVELOPMENT CORPORATION	2
3031110270090	1311 NW 77 TERR	MDHA DEVELOPMENT CORPORATION	2
3031110270220	1320 NW 77 ST	MDHA DEVELOPMENT CORPORATION	2
3031110320030	1228+ NW 75 ST	MDHA DEVELOPMENT CORPORATION	2
3031110380610	1657 NW 73 ST	MDHA DEVELOPMENT CORPORATION	2

**ORIGINAL LOTS CONVEYED TO MDHA DEVELOPMENT CORP**

**Palmetto Homes**

Folio	Address	Developer	District
3021230020080	14930 NW 8 AVE		1
3021350020090	810 NW 115 ST		2
621260200270	720 NW 133 St		2
3021350021100	845 NW 111 ST		2
3021350021470	981 NW 109 ST		2
3021350100290	1167-69 NW 113 TERR		2
3021360170150	470 NW 108 TERR		3

**Total 7**

**Townhouse Villas/ JPM Centre**

3021050010550	3931 NW 183 ST		1
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**Total 1**

**Pinkston**

3050190017835	11010 PINKSTON DR	Co Dev. SBC CDC	9
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**Total 1**

**District 9; Royal Colonial and District 3 Wynwood**

131250352901	550 NW 22nd ST		3
3079040000012	14350 SW 280 ST		9
3079040000013	14350 SW 280 ST		9

**Total 3**

**Postmaster (District 10)**

3040090040200	8800 SW 8 ST	not conveyed, but purchased by MDHADC	10
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**Total 1**

**Ward Towers**

3.03122E+12	5301 NW 23 AVE		3
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**Total 1**

**TOTAL 70**

**Analysis of MDHA Development Corp.**

<b>MDHA Development Corp. Bank</b>			
<b>Balance Dec. 2007</b>	\$	947,277	Operationnal Acct 12/07 as verified by AMS
		<u>753,621</u>	PostMaster Acct 12/07 as verified by AMS
<b>total in bank accounts</b>	\$	1,700,898	
<b>Anticipated costs 2008:</b>	\$	389,300	Transition Cost
		213,800	Dade Foundation Operating Costs
		<u>126,096</u>	Taxes owed 3/31/08
<b>Total:</b>	\$	729,196	
<b>Available Cash After transition</b>			
<b>expenses</b>	\$	971,702	
		<u>(753,621)</u>	Remaining Postmaster Funds in Acct (Remains with project)
<b>Cash to the County</b>	\$	218,081	
<b>Amount to be paid to County from</b>			
<b>earned Developer Fees</b>	\$	540,000	Postmaster Dev. Fee split @ 45%
		(173,999)	Money owed to Lakeside from Postmaster
		<u>750,000</u>	Ward split to reimburse County for Sunset Pointe
	\$	1,116,001	
<hr/>			
<b>Total Reimbursement to County</b>			
<b>Surtax Account</b>	\$	1,334,082	



# MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

DATE: April 8, 2008

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

SUBJECT: Alternate  
Agenda Item No. 12(A) (2)

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



**Section 2.** The Mayor or his designee is authorized to execute this Transitional Agreement on behalf of Miami-Dade County, subject to the completion of negotiations, and approval and execution of the Transitional Agreement by MDHADC pursuant to Resolution No. R-130-06.

**Section 3.** The real property to be conveyed by MDHADC to the County by quit claim deeds shall be accepted by the Mayor or his designee, on behalf of the County Commission in substantially the form attached as Exhibit E of the Transitional Agreement.

**Section 4.** The Mayor or his designee is hereby authorized to execute any necessary documents to evidence such acceptance following approval of the form of such documents by the County Attorney's Office.

**Section 5.** The Mayor or his designee is hereby authorized to establish a trust fund to receive funds from MDHADC. The Mayor or his designee is hereby further authorized to earmark these received funds to address any future shortfalls associated with MDHDC.

**Section 6.** The requirement of R-130-06, which requires the Transitional Agreement to be fully negotiated and executed by non-County parties, is hereby waived.

The foregoing resolution was offered by Commissioner **Dennis C. Moss** who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

	Bruno A. Barreiro, Chairman	aye	
	Barbara J. Jordan, Vice-Chairwoman	aye	
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	nay	Sally A. Heyman	aye
Joe A. Martinez	absent	Dennis C. Moss	aye
Dorrian D. Rolle	absent	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 8<sup>th</sup> day of April, 2008. 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 RUIVIN CLERK

**Kay Sullivan**

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

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "T.A. Smith" or similar, written over a horizontal line.

Terrence A. Smith/Cynthia Johnson-Stacks

**TRANSITIONAL AGREEMENT**  
**BETWEEN MIAMI-DADE COUNTY**  
**AND**  
**MDHA DEVELOPMENT CORPORATION**

This Transitional Agreement (hereinafter "Agreement") is entered into as of this \_\_\_ day of \_\_\_\_\_ 2008 (the "Effective Date") between **MDHA DEVELOPMENT CORPORATION**, a Florida not-for-profit (hereinafter "MDHADC"), and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter "County") (collectively referred to as "Parties").

**WHEREAS**, the County and MDHADC entered into Affordable Housing Contracts (collectively "Contracts"); and

**WHEREAS**, the County conveyed to MDHADC sixty-nine (69) parcels of land, including but not limited to the parcel upon which the Ward Towers Assisted Living Facility parcel is constructed ("Property"), for the construction of affordable housing; and

**WHEREAS**, excluding the funding connected to the Ward Towers Assisted Living Facility, the County allocated \$24,235,680 to MDHADC ("Total Funds"), but has disbursed only \$9.5 Million; and

**WHEREAS**, the County recognizes that certain inherent delays associated with the production of affordable housing are not attributable to MDHADC; and

**WHEREAS**, the County recognizes and acknowledges as of the Effective Date that no individual employee, director, or officer of MDHADC has misappropriated funds, as evidenced by the audit of June 29, 2007, or otherwise committed any known wrongful act; and

**WHEREAS**, this Agreement is not intended to imply wrongdoing or wrongful activity by MDHADC, its board members, staff or agents and is not an admission of any party hereto as to any wrongdoing or wrongful activity; and

**WHEREAS**, the County recognizes MDHADC and its board members for their efforts to provide quality, affordable housing to the residents of Miami-Dade County; and

**WHEREAS**, the County and MDHADC mutually agree that it is in the best interest of the Parties that MDHADC return to the County some of the previously conveyed property and disbursed funds; and

**WHEREAS**, the Parties agree that by entering into this Agreement all matters that are in dispute shall hereby be resolved; and

**WHEREAS**, MDHADC affirms that it has disclosed to the County all promises commitments, and liabilities to third parties or others which could affect the County, MDHADC, the terms of and the Parties' understanding of this Agreement of which MDHADC is currently aware after all due diligence and inquiry and

WHEREAS, the Parties desire to effectuate a transition whereby MDHADC shall retain certain projects (hereinafter "Retained Projects") while transferring to the County other Projects (hereinafter "Returned Projects") or assigning MDHADC's interest in certain projects to other entities,

NOW THEREFORE, in consideration of the covenants undertaken herein by the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Each prior statement made herein is true and accurate and herein adopted.

## ARTICLE I DEFINITIONS

"Allocated" shall mean that which has been designated by resolution, ordinance or other act of the Board of County Commissioners

"Disbursed" shall mean conveyed or returned to MDHADC.

"Effective Date" shall mean the date upon which the last signature is affixed to this Agreement.

"Funds" shall mean the amount in U.S. dollars in allocated to, disbursed to, or in the possession of MDHADC, regardless of the source of those funds.

"HUD" shall mean the United States Department of Housing and Urban Development.

"Parcel of land" shall mean land shown on a recorded plat or on the official County zoning maps or any piece of land described by a legally recorded deed.

"Property" shall mean real property, which includes land, buildings, and all other permanent improvements on the land.

"Project" shall mean all property, both real and personal, as well as structures and fixtures located on real property, funds and all other items of value associated with a particular development or rehabilitation endeavor embarked upon by MDHADC or its affiliates, including but not limited to plans, drawings, records, books, accounts and ledgers associated with the endeavor.

"Retained Funds" shall mean those allocated funds that have been disbursed to and will be utilized by MDHADC or those certain realized funds that are received by MDHADC after the Effective Date and which MDHADC is permitted to retain as further set forth in this Agreement .

"Retained Projects" shall mean those Projects that MDHADC shall retain, as further set forth in this Agreement.

"Returned Funds" shall mean those allocated funds that have been disbursed to MDHADC, and remain in MDHADC's accounts as of January 1, 2008 in the approximate amount of \$

218,081.00, and any other funds that are realized by MDHADC after the Effective Date that are not Retained Funds

**“Returned Project”** shall mean those projects that MDHADC shall return to the County, as further set forth in this Agreement.

**“Undisbursed Funds” or “Undisbursed Property”** shall mean those certain allocated funds or parcels of land that were never disbursed or conveyed, respectively to MDHADC.

## ARTICLE II MDHADC RESPONSIBILITIES

**A. Fiduciary Agent.** MDHADC shall contract with Dade Community Foundation (hereinafter “Foundation”) as fiduciary agent for MDHADC within thirty (30) days from the Effective Date. Upon the effective date of the contract between MDHADC and the Foundation, MDHADC shall ensure that the Foundation is granted all necessary and legal authority as determined by the County to take control of and maintain said control of all Retained Funds, less any funds paid for liabilities and expenses pursuant to paragraph C(1) of this Article, and Retained Projects, as further required by Section C of this Article. MDHADC shall consult with the County before executing the contract with the Foundation and obtain the written consent of the Foundation as fiduciary agent. The Foundation shall be paid from the Retained Funds described in Section C.

**B. MDHADC Board of Directors.** The members of the MDHADC Board of Directors who are serving upon the Effective Date of this Agreement agree to voluntarily resign from their board membership as directors of MDHADC (hereinafter “Board”). The Board shall be restructured and individuals acceptable to the County shall be elected by the outgoing Board of Directors prior to their resignation within thirty (30) days of the Effective Date for the purpose of completing the Retained Projects. MDHADC’s bylaws and other corporate documents shall be amended consistent with this Agreement and as requested by the County. At all times, MDHADC shall retain directors sufficient to operate and continue to perform under this and any other contract, agreement or obligation. The Board shall at all times maintain accurate and thorough resolutions and minutes for all board meetings and official actions of the Board as may be required by federal or state laws.

**C. Funds.** All funds held in MDHADC accounts in any banking or any financial institution are subject to the following provisions:

1. Up to One Hundred Fifty-Nine Thousand and Six Hundred Dollars 00/100 (\$159,600.00) of the developer’s fee realized from Ward Towers is the projected remaining balance, and shall be Retained Funds which may be used in connection with eligible expenses connected with the Ward Towers Assisted Living Facility Project (hereinafter “Ward Towers”) and Two Hundred Thirteen Thousand Eight Hundred Dollars 00/100 (\$213,800.00) for the Foundation operating costs. Any future allocations shall be considered Retained Funds and shall be used to meet eligible expenses in connection with the Postmaster Project, or as designated. Such funds may not be utilized by MDHADC, until the requirements of Section A of this Article are met. Any other known personnel and operating liabilities or personnel and operating expenses of MDHADC shall be paid from Three Hundred and

Eighty-Nine Thousand Three Hundred Dollars 00/100 (\$389,300.00) of Retained Funds no later than five (5) days of the Effective Date. MDHADC shall provide an accounting of any such payments within five (5) days of such payments.

2. The Retained Funds and the location of said funds shall be disclosed to the County in writing within thirty (30) days from the Effective Date. The location of the Retained Funds shall be subject to final approval by the County, which said approval will not be unreasonably withheld. Said approval shall be issued by the County in writing within thirty (30) days from receipt of notification from MDHADC. Retained Funds shall be segregated, in separate accounts by project for which they were allocated and disbursed to MDHADC and shall remain segregated. A bank account depository agreement shall be executed by MDHADC and shall authorize any bank holding funds for MDHADC, upon receipt of written notice from the County to freeze, release, or otherwise manage MDHADC funds on deposit with the bank, as directed by the County.
3. **Operating Funds.** After the reconstitution of the Board as set forth in Article II B, MDHADC may use up to Two-Hundred Thirteen Thousand Eight Hundred Dollars and 00/100 (\$213,800.00) of Retained Funds, which shall be used to pay only for expenses necessary to the operation of MDHADC in furtherance of the completion of the Retained Projects ("Operating Funds"). Operating Funds expended, as well as any remaining upon completion of the Retained Projects, as defined herein, shall be returned and/or repaid to the County if and when MDHADC receives the developer fee from Postmaster. Nothing herein requires the former or present officers of the Board of Directors or employees to be responsible for insuring the receipt of the developer fee in light of the fact that they are resigning pursuant to this Agreement.
4. **Returned Funds.** All Returned Funds, as described herein shall be withdrawn by MDHADC and paid to the County within thirty (30) days from the Effective Date.
5. **Undisbursed Funds.** Except as otherwise provided herein, the County shall retain all undisbursed funds which had been previously committed to MDHADC, with the exception of the pro-rated amount of Six Hundred Sixteen Thousand and One Dollar (\$616,001.00), which shall be allocated to the MDHADC to complete certain Infill Projects.
6. **Outstanding Debts to Miami-Dade County.** The following are outstanding debts owed to the County from MDHADC which shall be repaid if and when MDHADC's receives the developer fee from the Postmaster, subject to the provisions pertaining to officers and employees in paragraph 3 above. Interest earned on all Surtax funds from any source, during the time such

funds were held by MDHADC or any entity or individual on behalf of MDHADC.

7. **Funds Upon Completion of Retained Projects.** Upon completion, as evidenced by the issuance of certificates of occupancy or completion, of the Retained Projects, as defined herein, MDHADC shall convey to the County all funds remaining in all accounts.

**D. Properties.** MDHADC shall convey all Returned Property to the County, pursuant to the applicable provisions of this Agreement. Said Returned Properties shall be conveyed by MDHADC to the County by quit-claim deed within thirty (30) days of the Effective Date.

**E. Contracts – General.** The parties mutually agree to amend all contracts associated with Retained Projects in order to implement required milestones, timelines, landmarks, reverters, and any other provisions necessary to assure the County has proper recourse should MDHADC or its successors in interest or assigns fail to make adequate progress on said Retained Projects.

MDHADC shall provide the County with a list of all outstanding contracts and known potential claims associated with all Returned Projects, including contracts between any third party, such as between a third party and a buyer of a unit in a Returned Project.

MDHADC further agrees to take all necessary and appropriate steps to effectuate the cessation of the contractual relationships between the County and MDHADC for all Returned Projects, including but not limited to executing any amendments, or cancellations, assignments of any agreements and/or take any other appropriate action to ensure for said cessation.

**F. Retained Projects**

1. **General.** All Retained Projects shall remain with MDHADC until said Retained Projects are completed or, at the discretion of the County, assigned to another entity or returned to the County.

Following the appointment of the new Board of Directors, MDHADC shall, in consultation with the County, create and submit to the County updated Project budgets for each of the Retained Projects. Said budgets are subject to the sole approval of the County. In the event said Project budgets are denied by the County MDHADC shall amend said budgets and resubmit them to the County for approval. Until such time as the budgets have been approved in writing by the County MDHADC shall not be entitled to expend any Retained Funds.

2. **Ward Towers.** MDHADC shall:
  - a. Facilitate the completion of Ward Towers expeditiously and in accordance with the Ward Towers documents and the HOPE VI agreement.

- b. If cost certification and tax credit payment are not completed by the Effective Date, MDHADC shall continue to work diligently in conjunction with the County to complete such cost certification and tax credit payment for the project.
- c. Prior to substitution of a general partner or transfer of its interests in Ward Towers, MDHADC shall convene a meeting with Independent Living Systems, LLC ("ILS") in consultation with the County to determine ILS's current role with respect to the provisions of assisted living facility services at Ward Towers and/or other services, and amend its contractual relationship with ILS accordingly.
- d. The County and MDHADC shall use their best efforts to keep each other informed of all progress and activity associated with Ward Towers.
- e. This Agreement reconciles and resolves all amounts owed by MDHADC to the County pursuant to the Employee Services Agreement, executed between MDHADC and the County on March 16, 2004 and all amounts owed by the County to MDHADC for Ward Towers-related costs incurred by MDHADC. The parties therefore agree that MDHADC owes the County Seven Hundred Twenty-One Thousand Four Hundred Thirty-Six Dollars and 60/100 (\$721,436.60) and the County owes MDHADC Seven Hundred Thirty-Three Thousand One Hundred Sixty-Seven Dollars and 61/100 (\$733,167.61), as of December 31, 2007. Thus, the parties agree that the amounts set forth in this paragraph shall be offset resulting in Eleven Thousand Seven Hundred Thirty-One Dollars and 01/100 (\$11,731.01) being owed to MDHADC, which shall be paid within thirty (30) days of the Effective Date. These funds may be used for any lawful purpose.
- f. Following cost certification and tax credit payment, MDHADC expects to be paid a developer fee in the amount of Nine Hundred Nine Thousand Six Hundred Dollars and 00/100 Dollars (\$909,600.00) ("Fee"). Within thirty days (30) days of receiving that developer fee, MDHADC shall pay, or cause the partnership to pay, the County Seven-Hundred Fifty Thousand Dollars and 00/100 (\$750,000.00) as reimbursement to the County for those monies used by MDHADC as its capital contribution for the Sunset Pointe project. Upon receipt of such funds, the County will have been deemed to release MDHADC, its directors, officers and employees from any and all liability, actions, suits, debts, dues, damages, accounts, reckonings, covenants, controversies or other claims of any kind including attorneys fees or costs which it has or ever had relating to the Seven Hundred Fifty-Thousand Dollars and 00/100 (\$750,000.00) payment for the Sunset Pointe project or MDHADC's actions in making said

payment. In the event that MDHADC does not receive its developer fee, MDHADC shall still be obligated to pay the \$750,000.00 reimbursement to the County. However, the present Board, officers, and employees shall not be responsible for the receipt of the developer fee in light of the fact that the present Board is resigning pursuant to this Agreement. Therefore, and in all events, the present Board members, officers and employees in their individual capacity shall not be responsible for the payment of the \$750,000.00 to the County.

- g. The portion of funds from the developer fee paid to and retained by MDHADC may be used for any lawful purpose.

3. **Postmaster.** MDHADC and/or its joint venture partner shall:

- a. Retain the Postmaster project ("Postmaster"). In conjunction with the contract for gap financing between MDHADC, Pinnacle and the County, MDHADC shall create, in consultation with the County, and submit to the County an acceptable revised budget and timeline for the Postmaster project.
- b. If the allocation from the Florida Housing Finance Corporation is rescinded or otherwise not available for Postmaster, MDHADC or Postmaster GP, Inc. or Postmaster Associates, Ltd. shall, following ten (10) days' written notice from the County (a) deed the Postmaster property, described in Exhibit C, to the County by quit claim deed; (b) immediately transfer all interests in the project to the County, including but not limited to all interests in real property, County Surtax funds allocated, to be allocated after the Effective Date and/or awarded, and contracts; (c) return all Surtax funds allocated to MDHADC to the County less any eligible expended funds; and (d) assign all its interests, to the extent possible, in tax credits to the County or an entity of the County's election.
- c. Upon completion of Postmaster, MDHADC or its joint venture partner shall apply for cost certification at the earliest possible time. Within fifteen (15) business days of receipt of written request by the County, following cost certification and payment of tax credits, MDHADC shall effectuate a substitution of ownership of Postmaster to an entity acceptable to the County with any necessary approvals by the limited partner(s); however the Parties shall at all times comply with federal laws and regulations as well as all agreements, including without limitation any and all regulatory and operating agreements where HUD is a party or has a vested interest. MDHADC shall be paid a developer fee according to project agreements already in place.

4. **Infill.** Of the fifty-six (56) infill parcels ("Collective Parcels") conveyed by the County to MDHADC, fourteen (14) parcels ("Retained Parcels"), which are identified in Exhibit D, attached hereto, shall be retained by MDHADC and shall be considered Retained Projects. These Retained Parcels shall be

developed by MDHADC, and fifteen (15) affordable homes ("Infill Homes") shall be constructed on the Retained Parcels in accordance with the County's Infill Housing Initiative Program ("Infill Program"), following any appropriate plat waivers, in accord with the terms of the corrective deeds that the County filed on these parcels. Undisbursed Funds in the amount of Six Hundred Sixteen Thousand and One Dollars (\$616,001.00), shall be disbursed to MDHADC for completion of the Retained Infill Projects. Pursuant to the Infill Program, MDHADC shall comply with the following requirements:

- a. Following the appointment of a new Board of Directors, pursuant to Art. II, Sec. B of this Agreement, MDHADC shall deliver to the County an acceptable construction schedule and project budget within thirty (30) days of the Effective Date, provided that construction of the housing contemplated by this paragraph shall be completed in accordance with the requirements of the corrective deed or within eighteen (18) months from the Effective Date, whichever is later. Simultaneously with the delivery of the construction schedule MDHADC shall give to the County quit claim deeds to each of the Retained Parcels. The County shall hold these deeds in escrow. The receipt of the deeds by the County shall not be deemed delivery of the deeds until such time as the County records the deeds. The County shall not record these deeds until and unless MDHADC fails to complete the all construction of all Infill Homes by the time and in the manner described in this section. Any extension or amendment of said construction schedule and /or project budget shall only be granted in writing at the sole discretion of the County Manager or his designee. If the budget and the timetable are not acceptable to the County or the Infill Home(s) is not completed on or before the eighteenth (18<sup>th</sup>) month, following ten (10) days' written notice the County shall record the quitclaim deeds that the County has been holding in escrow, MDHADC shall convey the Retained Parcels to the County by quit claim deed. Following the construction of all Infill Homes and upon written approval by the County, MDHADC shall terminate its relationship in the joint venture which developed and/or constructed the housing in accordance with any existing agreements.
- b. MDHADC shall convey the remaining forty-two (42) infill parcels ("Returned Parcels") to the County by quit claim deed within thirty (30) days of the Effective Date. These Returned Parcels shall be considered Returned Projects in all provisions herein related to Returned Projects. MDHADC shall secure the cooperation of its joint venture partner and the joint venture in executing any necessary documents, deeds or contractual amendments to effectuate this conveyance of the Returned Parcels.

- c. MDHADC shall amend all contracts and agreements with all third parties to be consistent with this Agreement.
- e. MDHADC shall waive, release and otherwise forgo any and all interests in the Surtax funds allocated, awarded and/or disbursed in relation to the Returned Parcels. If MDHADC's inability to secure financing or other contingencies prohibits the expeditious development of the Infill Homes consistent with the timeline set forth in subsection (a) above, all funds retained by MDHADC for the operation/construction of the Retained Parcels less any eligible expenditures shall immediately be returned to the County.

**5. PROJECTS TO BE NEGOTIATED**

Within sixty (60) days of the Effective Date, MDHADC shall ensure that any interests it has in any County-funded projects, including but not limited to any contracts with and property conveyed or leased to the Jesus Peoples Ministries Centre at Miami Gardens Drive, Inc. (JPM) and the SBC Community Development Corporation of Richmond Heights, Inc (SBC) are terminated and/or assigned to JPM and SBC. The County agrees that it will not unreasonably withhold its consent to these assignments. However, County's consent to these assignments and execution of contracts and loan agreements with JPM and SBC shall be conditioned on JPM and SBC entering into co-development contracts with qualified developers to be approved by the County and meeting certain timelines and deliverables as required by the County Mayor or his designee. The funds assigned to JPM and SBC in any agreements will be the net of any expenditure that already has been made by the MDHADC for the development of the projects described herein.

**G. Returned Projects.**

1. **General.** The following items shall hereinafter be referred to as "Returned Projects":

- District 5
- District 6
- Elizabeth Virrick I & II, a/k/a River Crossing & Crossing at the River
- Gran Via
- Infill Project (42 lots)
- Palmetto Homes
- Royal Colonial (District 9)
- Senator Villas
- Smathers Plaza
- Wynwood

2. **For all Returned Projects, MDHADC shall:**

- a. Convey by quit claim deed to the County all properties received from the County for the Returned Projects, in substantially the form

described in Exhibit E, which is attached hereto, within thirty (30) days of the Effective Date; and

- b. Return within thirty (30) days to the County all Returned Funds, excluding Operating Funds, associated with the Returned Projects to the County; and
- c. Transfer or assign to the County all contracts associated with the Returned Projects to the extent transferable or assignable; and
- d. MDHADC hereby waives and relinquishes, and shall convey same to the County, all interests and rights to any leases, tax credits, or other benefits related to the Returned Projects; and
- e. MDHADC hereby waives and relinquishes, and shall convey same to the County, all rights and interests in all unexpended Surtax funds or other County funds awarded, allocated or disbursed in relation to the Returned Projects; and
- f. MDHADC shall terminate any leases with the County for any Returned Projects or properties associated with such projects.

**I General to Properties.**

- 1. **Liens and Clear Title.** All Returned Projects, as described herein, shall be free and clear of liens or other encumbrances, unless specifically disclosed to and approved in writing by the County. This provision shall not be interpreted to include any lien on any property which existed at the time of conveyance by the County to MDHADC.
- 2. **Property to Be Returned to the County.** MDHADC shall deliver to the County within thirty (30) days all documents, including but not limited to plans, drawings, AutoCAD files, surveys, and other development and pre-development documents necessary and useful, as determined by the County in its sole and absolute discretion, for the continued and timely development of affordable housing for all Returned Projects. Time is of the essence in the return of said documents.

**ARTICLE III  
TERMINATION AND DEFAULT PROVISIONS**

**A. Termination for Convenience and Suspension of Work.**

- 1. The County may terminate this Agreement if MDHADC or any an individual or corporation or other entity acting on behalf of MDHADC meets or attempts to meet its contractual obligation with the County through fraud, misrepresentation,, material misstatement,.. As a further sanction, the County may terminate or cancel any other contract(s) that MDHADC has with the

County. In the event of termination pursuant to this paragraph, MDHADC and such individual, corporation or other entity which meets or attempts to meet its contractual obligation to the County through fraud, misrepresentation or other material misstatement shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Upon termination of this Agreement under this paragraph, the County shall be excused from any further obligations under this Agreement.

2. The foregoing notwithstanding, should MDHADC attempt to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement MDHADC may be disbarred from County contracting for up to five (5) years in accordance with the County debarment procedures. MDHADC may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.
4. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the MDHADC and in such event MDHADC shall, upon receipt of such notice, unless otherwise directed by the County:
  - a. stop work on the date specified in the notice ("the Effective Termination Date");
  - b. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - c. cancel orders; and/or
  - d. Any and all compensation or moneys retained or returned pursuant to this section shall be subject to audit.

**B. Event of Default**

1. An Event of Default shall mean a breach of this Agreement by the MDHADC. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include, but not be limited to the following:
  - a. MDHADC has not completed the construction of the Retained Projects on a timely basis;
  - b. MDHADC has failed to obtain the approval of the County where required by this Agreement;
  - c. MDHADC has failed to provide "adequate assurances" as required herein;
  - d. MDHADC uses funds allocated or retained pursuant to this Agreement in a manner outside that which is authorized by this Agreement; or
  - e. MDHADC acts in a manner which jeopardizes the financing or completion of the Retained Projects.

2. When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the MDHADC's ability to perform under this Agreement or any portion thereof, the County may request that MDHADC, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the MDHADC's ability to perform in accordance with terms of this Agreement. In the event that the MDHADC fails to provide to the County the requested assurances within the prescribed time frame, the County may:
  - a. treat such failure as a repudiation of this Agreement;
  - b. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
3. In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data. The County shall re-enter and take possession and ownership of the Property and MDHADC shall forfeit all funds, including any monetary investments and improvements, without any compensation or right to compensation whatsoever.

**C. Notice of Default - Opportunity to Cure /Termination**

1. If an Event of Default occurs, in the determination of the County, the County may so notify the MDHADC ("Default Notice"), specifying the basis for such default, and advising the MDHADC that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the MDHADC to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the MDHADC has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the MDHADC shall discontinue the Services upon the Termination Date.

**ARTICLE IV  
MISCELLANEOUS**

**A. 501(c)(3) and 501(c)(4) Status.** MDHADC has submitted an application to the Internal Revenue Service ("IRS") for federal 501(c)(3) and 501(c)(4) tax-exempt status. The County shall not protest MDHADC's expenditure of a reasonable amount of funds as determined by the County in furtherance of said tax-exemption application, however, the County and MDHADC agree that MDHADC shall immediately withdraw its application, discontinue pursuit of tax-exempt status and cease to incur expense toward achieving that status at the County's written request. MDHADC

shall provide the County a monthly update as to the status of said application and inform County within ten (10) days of any problems which may delay said application. Prior to submitting any application to the IRS, MDHADC shall allow the County to review the application, comment upon it, and express any concerns the County may have. MDHADC agrees to consider such concerns before submitting the application to the IRS.

**B. Tax liability.** MDHADC shall act diligently and lawfully to avoid tax liability, and shall inform the County within ten (10) days of imposition of federal, state or other tax liability. In the event that MDHADC is subject to tax liability—whether federal, state or local--the County shall in no way nor in any event be liable or responsible for MDHADC's debts or liability. MDHADC shall not attempt to recover from the County in any way in order to pay the debts, tax liabilities or other responsibilities of MDHADC

**C. Personnel and Indemnification By MDHADC of the County.** The present MDHADC Board shall terminate all current personnel and resolve any other outstanding employment or compensation issues involving MDHADC personnel within five (5) days of the Effective Date.

The MDHADC shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from any termination of employment services by MDHADC or its employees, agents, servants, partners, principals or sub-contractors, as well as any other claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this Agreement. The MDHADC shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The MDHADC shall also obtain from the each employee a release that releases the County from all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the termination of any employment services by MDHADC or its employees, agents, servants, partners, principals or sub-contractors.

MDHADC shall, at its cost, require current personnel of MDHADC to be available, as a courtesy, and provide information and support necessary to the new board constituted pursuant to Article II (B) of this agreement for sixty (60) days from the Effective Date. MDHADC agrees that Retained Funds allocated to Retained Projects shall not be used to compensate staff or for any other expenses, including operating expenses, other than those in furtherance of completing the Retained Projects.

**D. Transition.** Notwithstanding any development activities to be undertaken by MDHADC pursuant to this Agreement, the Parties agree the role of MDHADC with respect to the County as being transitory in nature. Thus, as soon as is legally possible, the Board, as may have been reconstituted, in consultation with and subject to the approval of the County, shall assign the remaining obligations, contracts, and assets of MDHADC, including any Retained Projects and Retained Funds to either a) a new not-for-profit organization approved by the County, or b) the

County

**E. Name Change.** MDHADC shall change its name so as to eliminate its identification with Miami-Dade Housing Agency or the County so long as said name change does not negatively impact the tax credits associated with Ward Towers and Postmasters.

**F. Records of MDHADC.** All records, documentation, project files, plans, drawings, schedules and all other matters related to the Retained and Returned Projects and Funds shall be held at 7483 S.W. 24<sup>th</sup> Street, Suite 209, Miami, Florida 33155-1459, under the joint custody of MDHADC and the County. MDHADC shall allow the County access to these files at the County's request for any purpose. The County shall retain all records in accordance with applicable law at such time as MDHADC ceases to exist. Additionally, MDHADC shall allow HUD access to all records, documentation, project files, plans, drawings, schedules and all other matters related to Ward Towers.

**G. Office Space.** Within thirty (30) days from the Effective Date, MDHADC shall close the office located 7483 S.W. 24<sup>th</sup> Street, Suite 209, Miami, Florida 33155-1459, and terminate any lease agreements. Additionally, within thirty (30) days of the Effective Date MDHADC shall ensure that all files and any other documents are transferred to a location to be determined at the sole discretion of the County.

**H. Payments to MDHADC.** Any provision herein related to the County's payment of expenses to MDHADC is subject to MDHADC providing the County with appropriate documents, acceptable to the County, substantiating the amount and purpose of expenses paid related to the project in question.

**I. Release of Liability.** Within fifteen (15) business days of the Effective Date, MDHADC and the County shall execute and deliver to counsel for the other parties the releases in the form attached as Exhibits "A" and "B", respectively.

**J. Indemnity for Current and Prior Board Members, Officers, Employees and Agents.** MDHADC and its successors and assigns shall defend, indemnify and hold harmless its current and prior Board members, officers, employees and for any and all claims, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, attorneys' fees, costs, judgments, executions, claims, damages, and demands whatsoever, in law or in equity which arise out of or because of their service to or on behalf of MDHADC and arise out of acts or omissions made in the course and scope of said service.

**J. Waiver of Jury Trial:** MDHADC waives its rights to a trial by jury in any action, whether arising in contract or tort, by statute or otherwise, in any way related to the terms of this Agreement. Execution of this Agreement shall constitute an effective waiver of said rights to a jury trial.

**K. Rules of Construction:** The headings of each paragraph or section herein are for information and convenience only and do not limit or construe the contents of any provision.

L. **Severability:** If any term of this Agreement, or the application thereof to any person, entity or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

M. **Notices:** All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax and followed with delivery of hard copy; and in any case addressed as follows:

(i) **To the County**

Miami-Dade County  
Stephen P. Clarke Center  
111 N.W. 1<sup>st</sup> Street  
Miami, Florida 33128  
Attn: County Manager

Miami-Dade County  
Stephen P. Clarke Center  
111 N.W. 1<sup>st</sup> Street  
Miami, Florida 33128  
Attn: County Attorney

(ii) **To MDHADC**

MDHA Development Corporation  
7483 S.W. 24<sup>th</sup> Street  
Suite 209  
Miami, Florida 33155-1459

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

N. **Conflicts or Inconsistency:** The parties acknowledge and agree that, in the event of a conflict or inconsistency between the Applicable Public Housing Requirements and any requirement set forth in this Agreement, the Applicable Public Housing Requirements shall in all instances be controlling.

O. **No Lien:** Without prior written consent of the County and HUD, MDHADC shall not place a lien or other encumbrance on any County property or HUD funded Project; nor pledge any County property or HUD Funded Project as collateral for any debts or financing.

P. Each of the parties hereto represents and warrants that it has full and complete authority to enter into and execute this Agreement under the terms set forth above.

**Q.** This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement.

**R.** MDHADC hereby waives any and all rights, claims or entitlement to benefits or any other payments other than those set forth herein.

**S. No Liability of Officials, Officers or Employees.** No official, officer, or employee of the County shall be personally liable for any non-performance or delay in performance by the County or, respectively, or for any amount which may become due under any provisions of this Agreement, unless otherwise expressly set forth herein.

**T.** Subject to any mutually agreed upon extensions of time, nonperformance or delay in the performance by any party of any of its obligations under this Agreement, which is continuing after notice in writing and the expiration of any grace period provided for herein, shall constitute a default entitling the other party to exercise its rights and remedies for such default.

**U.** Any failure or delay by either party in asserting any of its rights and remedies as to any non-performance or delay in performance by the other party shall not operate as a waiver of any such non-performance or delay in performance or of any rights or remedies.

**V.** Except as expressly provided otherwise in this Agreement, each right or remedy provided herein is cumulative to other rights or remedies, and the exercise by any party to this Agreement of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same or any other nonperformance or delay in performance by any other party to this Agreement.

**W.** MDHADC shall not assign this Agreement or any interest therein, without the prior written consent of the County. This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, and successors.

**X.** No waiver of any of the provisions of this Agreement shall be deemed to, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party granting the waiver.

**Y.** The parties warrant that (i) they have executed this Agreement with full knowledge of their rights; (ii) they have received independent legal advice from their attorneys with respect to the matters herein set forth and the rights and asserted rights arising out of said matters; and (iii) they have not relied on any statements or representations (other than representations set forth in this Agreement) by any other party or its representatives.

**Z.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. The parties agree that any dispute arising out of, or associated with, this Agreement shall be litigated in and only in Miami-Dade County, Florida, USA.

**AA.** No waiver or modification shall be binding unless executed in writing by all parties.

**BB.** Each party has participated in the drafting and preparation of this Agreement and this Agreement shall be construed as a whole according to the fair meaning and not for or against any party.

**CC.** This Agreement shall apply only to the matters, projects and funds specifically contemplated herein. Among the matters, projects and funds not affected by this Agreement are the Lakeside or Palm West Towers projects and the funds or property associated with those projects. To the extent that this Agreement amends prior contracts between the parties, conditions, responsibilities, duties and other provisions of prior contracts not in conflict with the terms of this agreement shall stand and are still in effect.

**DD. U.S. Housing Act and Implementing Regulations.** At all times, the parties shall comply with federal law, including federal housing regulations, and all agreements where HUD is a party or has expectations of the Parties.

**EE.** This Agreement constitutes the entire, integrated agreement made by and among the parties. This Agreement fully supersedes any and all prior or contemporaneous understandings, representations, warranties, and agreements, pertaining to the subject matter hereof.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the Effective Date.

MDHA DEVELOPMENT CORPORATION

By: [Signature]

Name: Alben Duffie

Title: President/Chairman

Date: March 14, 2008

Attest: [Signature]  
Corporate Secretary/Notary Public

Name/Title: Notary Public



MIAMI-DADE COUNTY

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
Clerk of the Board

Name/Title: \_\_\_\_\_

Approved for form and legal sufficiency:

\_\_\_\_\_  
Assistant County Attorney

**Exhibit "A"**

**RELEASE**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MIAMI-DADE COUNTY ("First Party"), for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by First Party, does hereby remise, release, acquit, satisfy and forever discharge MDHA Development Corporation, together with its directors, officers, attorneys, employees, agents, insurers, successors and assigns (hereinafter collectively referred to as the "Second Parties"), of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialities, covenants, contracts, controversies, agreements, promises, variances, trespasses, attorneys' fees, costs, judgments, executions, claims, damages, and demands whatsoever, in law or in equity, which the First Party ever had, now has, or may have against the Second Parties, from the beginning of the world to the day of this Release; **provided, however, that this release specifically excludes claims**, acts or omissions on the part of Second Party which were not known nor could have been known to First Party, at the time this release was executed.

This will also acknowledge that the undersigned has been advised by counsel regarding the effect of the signing, swearing to, and delivering of this Limited Release; that no promise, inducement or agreement not expressed herein has been made to the First Party; that First Party has not assigned any claim against Second Parties to any person; that this Limited Release contains the entire agreement between the parties; and that the terms of this Release are contractual and not a mere recital.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this \_\_\_\_ day of \_\_\_\_\_ 2008.

MIAMI-DADE COUNTY

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (print name)  
\_\_\_\_\_ (print title)

\_\_\_\_\_  
Witness

Exhibit "B"

RELEASE

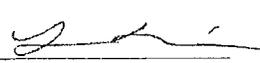
KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MDHA DEVELOPMENT CORPORATION ("First Party"), for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by First Party, does hereby remise, release, acquit, satisfy and forever discharge MIAMI-DADE COUNTY, together with their directors, officers, attorneys, employees, agents, insurers, successors and assigns (hereinafter collectively referred to as the "Second Parties"), of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, attorneys' fees, costs, judgments, executions, claims, damages, and demands whatsoever, in law or in equity, which the First Party ever had, now has, or may have against the Second Parties, from the beginning of the world to the day of this Release. This Release is limited to any claim presently known or which could have been known by MDHADC, for acts committed or omitted by the Second Parties, in their official capacities and not for personal gain of themselves or others, monetary or otherwise, which acts were committed or omitted in furtherance of County business as part of the conduct of the County's government or proprietary functions.

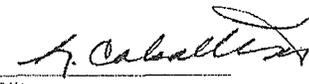
This will also acknowledge that the undersigned has been advised by counsel regarding the effect of the signing, swearing to, and delivering of this Limited Release; that no promise, inducement or agreement not expressed herein has been made to the First Party; that First Party has not assigned any claim against Second Parties to any person; that this Limited Release contains the entire agreement between the parties; and that the terms of this Release are contractual and not a mere recital.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

MDHA DEVELOPMENT CORPORATION

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Alben Duffie (print name)  
President/Chairman (print title)

  
\_\_\_\_\_  
Witness

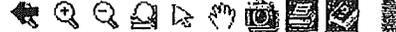
**Exhibit "C"**

**Postmaster Legal Description**

My Home

**miamidade.gov**

ACTIVE TOOL SELEC



Show Me:

Property Information

Search By:

Select Item

Text only

Property Appraiser Tax Estimator

Summary Details:

Folio No.:	30-4009-004-0200
Property:	8800 SW 8 ST
Mailing Address:	POSTMASTER ASSOCIATES LTD
	7483 SW 24 ST STE 209 MIAMI FL 33155-1459

Property Information:

Primary Zone:	6200 ARTERIAL BUSINESS
CLUC:	0081 VACANT LAND
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	37,368 SQ FT
Year Built:	0
Legal Description:	9 54 40 IDEAL VILLA HOME TRACT PB 6-188 PORT OF BLK 2 DESC BEG X OF SWLY R/W/L OF SW 8ST & SR 90 TH S 01 DEG E 130.66FT S 88 DEG W 286FT N 01 DEG W 130.66FT S 88 DEG E

Sale Information:

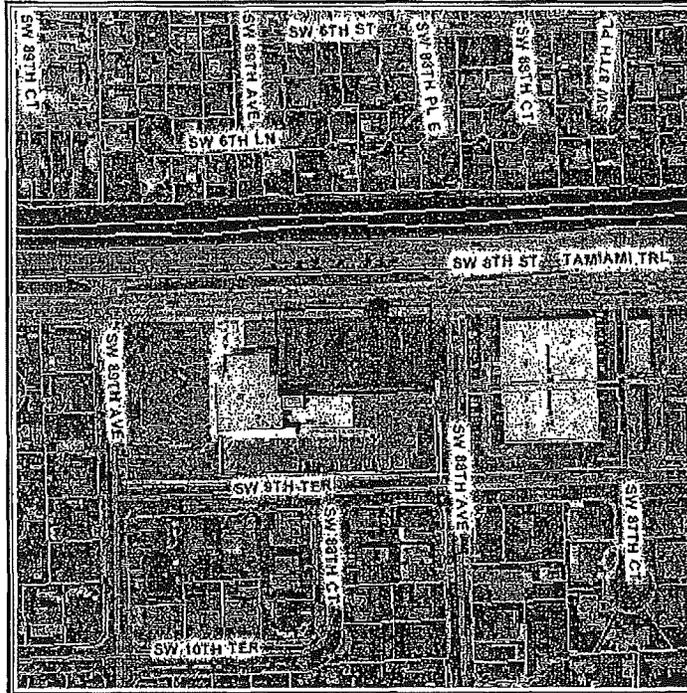
Sale O/R:	600000000
Sale Date:	6/1976
Sale Amount:	\$122,100

Assessment Information:

Year:	2007	2006
Land Value:	\$1,644,192	\$1,308,000
Building Value:	\$0	\$0
Market Value:	\$1,644,192	\$1,308,000
Assessed Value:	\$1,644,192	\$1,308,000
Total Exemptions:	\$0	\$0
Taxable Value:	\$1,644,192	\$1,308,000

Additional Information:

Click here to see more information for this property:  
Community Development District  
Community Redevelopment Area



Digital Orthophotography - 2007

0 130 ft

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35

**Exhibit "D"**

**Retained Infill Parcels  
Legal Description**

EXHIBIT D - AGREEMENT

<b>INFILL HOUSING LOTS REVERTING</b>			
<b>Folio</b>	<b>Address</b>	<b>Developer</b>	<b>District</b>
0131140170640	1476 NW 69 TERR	MDHA DEVELOPMENT CORPORATION	2
0131140180120	1527 NW 67 ST	MDHA DEVELOPMENT CORPORATION	2
0131140180480	1463 NW 68 ST	MDHA DEVELOPMENT CORPORATION	2
0131140180640	1450 NW 68 TERR	MDHA DEVELOPMENT CORPORATION	2
0131140180890	1620 NW 68 TERR	MDHA DEVELOPMENT CORPORATION	2
0131140181310	1419 NW 68 TERR	MDHA DEVELOPMENT CORPORATION	2
0131140270510	1541 NW 64 ST	MDHA DEVELOPMENT CORPORATION	2
0131140270880	1524 NW 64 ST	MDHA DEVELOPMENT CORPORATION	2
0131140271370	1610 NW 62 TERR	MDHA DEVELOPMENT CORPORATION	2
0131140271380	1626 NW 62 TERR	MDHA DEVELOPMENT CORPORATION	2
0131150050950	1706 NW 69 ST	MDHA DEVELOPMENT CORPORATION	2
0131150052710	6320 NW 17 AVE	MDHA DEVELOPMENT CORPORATION	2
3021340050870	1920+ NW 113 Terr	MDHA DEVELOPMENT CORPORATION	2
3021350000170	1021 NW 103 ST	MDHA DEVELOPMENT CORPORATION	2
3031030080320	2143 NW 97 ST	MDHA DEVELOPMENT CORPORATION	2
3031030190640	1901+ NW 97 St	MDHA DEVELOPMENT CORPORATION	2
3031040100080	3135+ NW 88 St	MDHA DEVELOPMENT CORPORATION	2
3031090200360	3110+ NW 77 St	MDHA DEVELOPMENT CORPORATION	2
3031100280680	7138 NW 20 AVE	MDHA DEVELOPMENT CORPORATION	2
3031100281130	2135 NW 70 ST	MDHA DEVELOPMENT CORPORATION	2
3031100350710	2000 NW 86 ST	MDHA DEVELOPMENT CORPORATION	2
3031100430220	1811 NW 83 ST	MDHA DEVELOPMENT CORPORATION	2
3031100570340	1990 NW 83 ST	MDHA DEVELOPMENT CORPORATION	2
3031100571600	2345 NW 79 TERR	MDHA DEVELOPMENT CORPORATION	2
3031100571850	2178 NW 79 TERR	MDHA DEVELOPMENT CORPORATION	2
3031110230170	7111 NW 16 AVE	MDHA DEVELOPMENT CORPORATION	2
3031110230450	7193+ NW 15 CT	MDHA DEVELOPMENT CORPORATION	2
3031110240070	1170+ NW 77 ST	MDHA DEVELOPMENT CORPORATION	2
3031110380120	1460+ NW 74 ST	MDHA DEVELOPMENT CORPORATION	2
3031110380130	1470+ NW 74 ST	MDHA DEVELOPMENT CORPORATION	2
3031110410010	8100+ NW 14 PL	MDHA DEVELOPMENT CORPORATION	2
3031110410240	7925 NW 15 AVE	MDHA DEVELOPMENT CORPORATION	2
3031110430050	1555+ NW 84 ST	MDHA DEVELOPMENT CORPORATION	2
3031110440192	1840+ NW 13 CT	MDHA DEVELOPMENT CORPORATION	2
3031110470220	7927 NW 10 CT	MDHA DEVELOPMENT CORPORATION	2
3031150056390	1855 NW 69 ST	MDHA DEVELOPMENT CORPORATION	2
3031150170260	7016+ NW 19 AVE	MDHA DEVELOPMENT CORPORATION	2
3031150170400	2000 NW 69 TERR	MDHA DEVELOPMENT CORPORATION	2
3031150360020	2321+ NW 68 ST	MDHA DEVELOPMENT CORPORATION	2
3031150370130	6221+ NW 23 AVE	MDHA DEVELOPMENT CORPORATION	2
3031150430680	2480 NW 68 ST	MDHA DEVELOPMENT CORPORATION	2
3031160060041	3051+ NW 64 ST	MDHA DEVELOPMENT CORPORATION	2
<b>Total 42</b>			

EXHIBIT D - AGREEMENT

<b>INFILL LOTS NOT REVERTING</b>			
<b>Folio</b>	<b>Address</b>	<b>Developer</b>	<b>District</b>
0131130230342	6901 NW 3 AVE	MDHA DEVELOPMENT CORPORATION	3
0131140160710	1395 NW 68 TERR	MDHA DEVELOPMENT CORPORATION	2
0131140170550	1410 NW 69 TERR	MDHA DEVELOPMENT CORPORATION	2
3031110310460	77XX NW 16 AVE	MDHA DEVELOPMENT CORPORATION	2
0131140360200	844 NW 63 ST	MDHA DEVELOPMENT CORPORATION	2
0131140360380	1020 NW 63 ST	MDHA DEVELOPMENT CORPORATION	2
0131140361800	1090 NW 65 ST	MDHA DEVELOPMENT CORPORATION	2
0131140362250	920 NW 66 ST	MDHA DEVELOPMENT CORPORATION	2
3031040030260	2905 NW 98 ST	MDHA DEVELOPMENT CORPORATION	2
3031100570270	20XX NW 83 ST	MDHA DEVELOPMENT CORPORATION	2
3031110270090	1311 NW 77 TERR	MDHA DEVELOPMENT CORPORATION	2
3031110270220	1320 NW 77 ST	MDHA DEVELOPMENT CORPORATION	2
3031110320030	1228+ NW 75 ST	MDHA DEVELOPMENT CORPORATION	2
3031110380610	1657 NW 73 ST	MDHA DEVELOPMENT CORPORATION	2

**Total 14**

**Exhibit "E"**

**Quitclaim Deed**

Instrument Prepared by and Return To:  
Elva R. Marin  
GSA Real Estate  
111 NW 1 Street, Suite 2460  
Miami, Florida 33128

Folio Nos. See Attached Exhibit "A"

**QUIT CLAIM DEED**

**THIS INDENTURE**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between **MDHA DEVELOPMENT CORPORATION.**, a Florida not for profit corporation, party of the first part, whose address is 7483 S.W. 24<sup>th</sup> Street, Suite 209, Miami, Florida 33155 and **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, party of the second part, whose address is GSA, 111 N.W. 1st Street Suite 2460, Miami, Florida, 33128-1963.

**WITNESSETH:**

That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby release and forever quit claim unto the party of the second part, and its successors in interest, all the right, title, interest, claim or demand of the party of the first part, in and to the following described land, situate, lying and being in Miami-Dade County, State of Florida, to-wit:

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

**IN WITNESS WHEREOF**, the said party of the first part, has caused these presents to be executed in its name, and its Corporate Seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed, Attested and

MDHA DEVELOPMENT CORPORATION.  
"A Florida not for profit corporation"

Delivered in our presence:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Maria N. De Pedro-Gonzalez, Executive Director

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA }

COUNTY OF MIAMI-DADE }

I HEREBY CERTIFY, that on this \_\_\_\_ day of April, A.D. 2007, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared and personally know to me or proven by producing the following identification \_\_\_\_\_ Maria N. De Pedro-Gonzalez, the Registered Agent and Executive Director of MDHA Development Corporation, a Florida not for profit corporation, under the laws of the State of Florida, and in whose name the foregoing instrument is executed and that said officer, severally acknowledged before me that they executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed: Notary Name

NOTARY SEAL / STAMP

Notary Public, State of Florida

My commission expires: \_\_\_\_\_

Commission/Serial No: \_\_\_\_\_

Acceptance of this land was authorized by Resolution No. \_\_\_\_\_ passed by the Board of County Commissioners of Miami-Dade County, Florida on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST: HARVEY RUVIN,  
Clerk of said Board

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

# MEMORANDUM

Agenda Item No. 11(A)(18)

---

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** December 2, 2008

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

**SUBJECT:** Resolution requesting that the  
FDOT issue a corrective  
Quitclaim Deed for property  
located at Bird Road and SW  
89<sup>th</sup> Avenue

**Resolution No. R-1382-08**

---

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Senator Javier D. Souto.

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

RAC/up



# MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

DATE: December 2, 2008

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

SUBJECT: Agenda Item No. 11(A)(18)

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

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

Agenda Item No. 11(A)(18)  
12-2-08

RESOLUTION NO. R-1382-08

RESOLUTION REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ISSUE A CORRECTIVE QUITCLAIM DEED FOR PROPERTY LOCATED AT BIRD ROAD AND SW 89TH AVENUE IN ORDER TO PROVIDE FOR THE REQUESTED MODIFICATION OF USE

**WHEREAS**, several years ago the FDOT acquired certain property, comprised of folio no. 30-4016-002-0010, in conjunction with the widening of Bird Road; and

**WHEREAS**, in 1996, the Florida Legislature amended the statutes to give local governments the right of first refusal before the State declares property surplus; and

**WHEREAS**, it was determined that Miami-Dade Transit had a need for such a property to be used as a park/ride facility; and

**WHEREAS**, on July 29, 1997, the FDOT issued a Public Purpose Quitclaim Deed to Miami-Dade County the for the sole public purpose of parking by Miami-Dade Transit riders; and

**WHEREAS**, on September 29, 1997, the FDOT issued a Corrective Public Purpose Quitclaim Deed to Miami-Dade County for the same sole purpose; and

**WHEREAS**, In 2001, the FDOT issued a Corrective Public Purpose Quitclaim Deed to Miami-Dade County for the purpose of low-income elderly housing and a park/ride facility; and

**WHEREAS**, in 2004 the Community Council Zoning Appeals Board 10 passed Resolution No. CZAB10-5-04 rezoning the site to RU-4M and restricting the site to the development of low-income elderly housing with a maximum of 14 residential units and a park /ride facility; and

**WHEREAS**, this Board desires that the Public Purpose Quitclaim Deed be modified to allow for residential development for low-income elderly housing and related facilities,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby requests that the FDOT issue a corrective public purpose quitclaim deed for the above-described property located at Bird Road and SW 89<sup>th</sup> Avenue to provide for elderly housing and related facilities.

The Prime Sponsor of the foregoing resolution is Senator Javier D. Souto. It was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Carlos A. Gimenez** and upon being put to a vote, the vote was as follows:

	Bruno A. Barreiro, Chairman	<b>absent</b>
	Barbara J. Jordan, Vice-Chairwoman	<b>aye</b>
Jose "Pepe" Diaz	<b>aye</b>	Audrey M. Edmonson <b>absent</b>
Carlos A. Gimenez	<b>aye</b>	Sally A. Heyman <b>aye</b>
Joe A. Martinez	<b>absent</b>	Dennis C. Moss <b>aye</b>
Dorrin D. Rolle	<b>aye</b>	Natacha Seijas <b>aye</b>
Katy Sorenson	<b>aye</b>	Rebeca Sosa <b>aye</b>
Sen. Javier D. Souto	<b>aye</b>	

**Resolution No. R-1382-08**

Agenda Item No. 11(A)(18)

Page No. 3

The Chairman thereupon declared the resolution duly passed and adopted this 2<sup>nd</sup> day of December, 2008. 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: **Kay Sullivan**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Joni Armstrong Coffey

## MEMORANDUM

Agenda Item No. 14(A)(31)

---

**TO:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

**DATE:** July 21, 2009

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

**SUBJECT:** Resolution approving allocation  
of Building Better Communities  
General Obligation Bond Project  
Number 249 to fund development  
of affordable housing units for  
elderly in District 10 at former  
Blue Lakes Trailer Park

**Resolution No. R-1054-09**

---

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Senator Javier D. Souto.

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

RAC/up

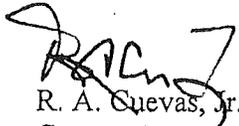


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

**DATE:** July 21, 2009

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

**SUBJECT:** Agenda Item No. 14(A)(31)

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 Mayor'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

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

Agenda Item No. 14(A)(31)  
7-21-09

RESOLUTION NO. R-1054-09

RESOLUTION APPROVING ALLOCATION OF BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM PROJECT NUMBER 249 – “PRESERVATION OF AFFORDABLE HOUSING UNITS AND EXPANSION OF HOME OWNERSHIP” TO FUND DEVELOPMENT OF AFFORDABLE HOUSING UNITS FOR ELDERLY IN DISTRICT 10 AT FORMER BLUE LAKES TRAILER PARK LOCATED AT FLAGLER STREET AND NW 102 AVE IN THE AMOUNT OF \$2.5 MILLION, AT 127 AVE AND SW 104 ST FOR VANGUARDIAN VILLAGE PROJECT IN THE AMOUNT OF \$2.5 MILLION, AT 40 ST AND SW 89 AVE FOR SENATOR VILLAS PROJECT IN THE AMOUNT OF \$1 MILLION, AND AT WEST DADE REGIONAL LIBRARY SITE LOCATED AT 24 ST AND 94 AVE IN THE AMOUNT OF \$4,592,307

**WHEREAS**, pursuant to Resolution No. R-918-04 (the “Affordable Housing Resolution”), the voters approved the issuance of general obligation bonds in a principal amount not to exceed \$194,997,000 to construct and improve affordable housing for the elderly and families; and

**WHEREAS**, Appendix A to the Affordable Housing Resolution lists projects eligible for funding from the Building Better Communities General Obligation Bond Program (the “BBC GOB Program”) by project number, municipal project location, BCC district, project name, project description, street address and allocation; and

**WHEREAS**, one of the projects listed in Appendix A to the Affordable Housing Resolution and approved by the voters for funding is Project No. 249 – “Preservation of Affordable Housing Units and Expansion of Home Ownership” with an original allocation of \$137.7 million; and

**WHEREAS**, there is a need for the development of affordable housing in District 10;  
and

**WHEREAS**, this need may be satisfied in part through the development of affordable housing units for the elderly at the site formerly known as the Blue Lakes Trailer Park located at Flagler Street and NW 102nd Avenue, at 127th Avenue and SW 104th Street for the Vanguardian Village project, at 40th Street and SW 89th Avenue for the Senator Villas project, and at West Dade Regional Library site located at 24th Street and 94th Avenue; and

**WHEREAS**, this item was presented to the BBC GOB Advisory Committee (“CAC”) at its meeting of June 25, 2009 and the CAC, one member short of a quorum, agreed by consensus of the nine members present that this item should be forwarded for consideration by the Board of County Commissioners with a favorable recommendation; and

**WHEREAS**, this Board wishes to approve the allocation of \$10,592,307 from Project No. 249 to fund the development of affordable housing units for the elderly at these various sites located within District 10,

**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 allocation from the \$137.7 million allocated for BBC Program Project No. 249 – “Preservation of Affordable Housing Units and Expansion of Home Ownership” to fund the development of affordable housing units for the elderly in District 10:

- A.) At the site formerly known as the Blue Lakes Trailer Park located at Flagler Street and NW 102nd Avenue in the amount of \$2.5 million;
- B.) At 127th Avenue and SW 104th Street for the Vanguardian Village project in the amount of \$2.5 million;

- C.) At 40th Street and SW 89th Avenue for the Senator Villas project in the amount of \$1 million; and
- D.) At the West Dade Regional Library site located at 24th Street and 94th Avenue in the amount of \$4,592,307.

The Prime Sponsor of the foregoing resolution is Senator Javier D. Souto. It was offered by Commissioner **Natacha Seijas**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

	Dennis C. Moss, Chairman	aye	
	Jose "Pepe" Diaz, Vice-Chairman	aye	
Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	absent
Barbara J. Jordan	aye	Joe A. Martinez	absent
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this **23rd day** of July, 2009. 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: **DIANE COLLINS**  
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

*MR*

Monica Rizo

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

MEMORANDUM

Agenda Item No. 11(A) (13)

**TO:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

**DATE:** March 2, 2010

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

**SUBJECT:** Resolution directing County  
Mayor to identify and recover  
funds to finance and develop  
Senator Villas affordable  
housing project for the elderly  
to be located at Bird Road and  
89<sup>th</sup> Avenue

**Resolution No. R-262-10**

---

**The resolution was amended by the Housing and Community Development Committee to change the first whereas clause, which originally stated incorrectly that the United States Department of Transportation had conveyed the Senator Villas Site to the County. The property was actually conveyed by the State of Florida Department of Transportation.**

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Senator Javier D. Souto.

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

RAC/up



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Dennis C. Moss      **DATE:** March 2, 2010  
and Members, Board of County Commissioners

**FROM:** R. A. Cuevas, Jr.      **SUBJECT:** Agenda Item No. 11(A)(13)  
County Attorney

Please note any items checked.

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

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

Agenda Item No. 11(A)(13)  
3-2-10

RESOLUTION NO. R-262-10

RESOLUTION DIRECTING THE COUNTY MAYOR OR THE MAYOR'S DESIGNEE TO IDENTIFY AND RECOVER FUNDS TO FINANCE AND DEVELOP SENATOR VILLAS AFFORDABLE HOUSING PROJECT FOR THE ELDERLY TO BE LOCATED AT BIRD ROAD AND 89TH AVENUE; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROCURE A DEVELOPER SUBJECT TO COMMISSION APPROVAL; AND REQUIRING A REPORT

**WHEREAS**, the ~~[[United States]]~~<sup>1</sup> >>State of Florida<< Department of Transportation conveyed property located at Bird Road and 89th Avenue (the "Senator Villas Site") to Miami-Dade County ("County") for the purpose of developing affordable elderly housing pursuant to the request of Senator Javier D. Souto; and

**WHEREAS**, the County was authorized, pursuant to Resolution No. R-289-02, to convey the Senator Villas Site to the MDHA Development Corporation ("Development Corporation") for development of the Bird Road Park and Ride Elderly Housing Project, also known as the Senator Villas Project; and

**WHEREAS**, the County entered into a contract with the Development Corporation on April 7, 2004 in the amount of \$2.8 million to fund the development of the Senator Villas Project; and

---

<sup>1</sup> Committee amendments are indicated as follows: words stricken through and/or [[double bracketed]] shall be deleted, words underscored and/or >>double arrowed<< constitute the amendment proposed.

**WHEREAS**, the Development Corporation drew down approximately \$1.5 million dollars in documentary surtax funds to perform all activities necessary to develop the Senator Villas Site to include twelve (12) Section 8, elderly housing units/efficiencies; and

**WHEREAS**, the Senator Villas Project was never developed or built by the Development Corporation; and

**WHEREAS**, an audit of the Development Corporation by the Miami-Dade County Audit and Management Services Department dated June 27, 2007 revealed that the Development Corporation used \$750,000 of the funds earmarked for the Senator Villas Project to fund a project that it was not authorized to fund; and

**WHEREAS**, pursuant to Resolution No. R-412-08, the County entered into a Transitional Agreement with the Development Corporation on April 21, 2008 for the purpose of terminating the County's relationship with the Development Corporation; and

**WHEREAS**, pursuant to the Transitional Agreement, the Senator Villas Project contract was terminated and thereafter the County recaptured the remaining undisbursed \$1.3 million from the Development Corporation; and

**WHEREAS**, the Board has authorized \$1 million in General Obligation Bonds ("GOB") to this project following Senator Javier D. Souto's allocation of this funding to the project; and

**WHEREAS**, other than the GOB allocation, there is currently no additional County funding or other funding allocated to this project; and

**WHEREAS**, the Transitional Agreement requires the Development Corporation to pay to the County \$750,000 from its anticipated developer fee in connection with the Ward Towers development; and

**WHEREAS**, the County should take all necessary steps to ensure that the funds recovered from the Development Corporation be specifically designated for the Senator Villas Project and any other necessary project funding be identified to honor the Board's longstanding commitment to this project ; and

**WHEREAS**, the Board desires to increase the number of very low and low-income elderly housing units from twelve (12) to twenty-three (23) and to include a commercial component to the extent legally permitted on the Senator Villas Site,

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

Section 1. The Board hereby directs the County Mayor or the County Mayor's designee to take all necessary steps to recover the Ward Tower developer fee of \$750,000 and any other available funds from the Development Corporation within ninety (90) days from the effective date of this resolution. Upon receipt of such amounts from the Development Corporation, these amounts shall be allocated and utilized for the purposes of developing the Senator Villas Project.

Section 2. This Board directs the County Mayor or the County Mayor's designee to identify any additional funds that can be allocated and used for the Senator Villas Project within ninety (90) days from the effective date of this resolution, so that when combined with the GOB allocation and any funds recovered pursuant to Section 1 herein, there is \$2 million dollars of County funds available to be allocated for the Senator Villas Project.

Section 3. The Senator Villas Project shall consist of twenty-three (23) very low and low-income elderly housing units from and a mixed-use or commercial component, to the extent legally permitted. Ten percent (10%) of such units shall be set aside for rental to persons or

households with incomes equal to or below thirty percent (30%) of the local area median income and ninety percent (90%) of such units to be set aside for rental to persons or households with incomes equal to or below sixty percent (60%) of the local area median income.

Section 4. The County Mayor or the County Mayor's designee is hereby directed to undertake a process in 120 days of the date of this resolution to procure a developer to whom the Senator Villas Site can be conveyed or leased for purposes of developing the Site in accordance with this resolution and obtaining any additional financing, including but not limited to tax credit funding, to complete the Senator Villas Project, subject to approval by the Board of County Commissioners.

Section 5. The County Mayor or the County Mayor's designee is further directed to provide a written report to the Board of County Commissioners indicating the funding identified, received and allocated pursuant to Sections 1 and 4 of this resolution within 120 days of the effective date of this resolution.

The Prime Sponsor of the foregoing resolution is Senator Javier D. Souto. It was offered by Commissioner **Sen. Javier D. Souto**, who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

	Dennis C. Moss, Chairman	aye	
	Jose "Pepe" Diaz, Vice-Chairman	absent	
Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	absent	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrian D. Rolle	absent	Natacha Seijas	nay
Katy Sorenson	nay	Rebeca Sosa	absent
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 2<sup>nd</sup> day of March, 2010. 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: **DIANE COLLINS**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "CJS", written over a horizontal line.

Cynthia Johnson-Stacks  
Terrence A. Smith

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

MEMORANDUM

Agenda Item No. 11(A)(4)

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

**DATE:** June 21, 2011

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

**SUBJECT:** Resolution directing County Mayor or designee to file a zoning application to permit County-owned property located at Bird Road and SW 89<sup>th</sup> Avenue to be utilized as a Farmers Market operated on a temporary basis on weekends; requesting the Florida Department of Transportation to issue a corrective quitclaim deed on the property in order to allow this use, and to take any additional steps necessary to utilize the property for this temporary use and for the development of affordable, elderly, housing on the site

Resolution No. R-497-11

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Senator Javier D. Souto.



R. A. Cuevas, Jr.  
County Attorney

RAC/cp



**MEMORANDUM**  
(Revised)

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

**DATE:** June 21, 2011

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

**SUBJECT:** Agenda Item No. 11(A)(4)

Please note any items checked.

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

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

Agenda Item No. 11(A)(4)  
6-21-11

RESOLUTION NO. R-497-11

RESOLUTION DIRECTING MAYOR OR DESIGNEE TO FILE A ZONING APPLICATION TO PERMIT COUNTY-OWNED PROPERTY LOCATED AT BIRD ROAD AND SW 89<sup>TH</sup> AVENUE TO BE UTILIZED AS A FARMERS MARKET OPERATED ON A TEMPORARY BASIS ON WEEKENDS; REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO ISSUE A CORRECTIVE QUITCLAIM DEED ON THE PROPERTY IN ORDER TO ALLOW THIS USE, AND TO TAKE ANY ADDITIONAL STEPS NECESSARY TO UTILIZE THE PROPERTY FOR THIS TEMPORARY USE AND FOR THE DEVELOPMENT OF AFFORDABLE, ELDERLY, HOUSING ON THE SITE

**WHEREAS**, the Florida Department of Transportation (“FDOT”) conveyed property located at Bird Road and 89th Avenue (the “Senator Villas Site”) to Miami-Dade County (“County”) for the purpose of developing affordable elderly housing pursuant to the request of Senator Javier D. Souto; and

**WHEREAS**, pursuant to Resolution No. R-289-02, the County conveyed the Senator Villas Site to the MDHA Development Corporation (“Development Corporation”) for development of the Bird Road Park and Ride Elderly Housing Project (the “Senator Villas Project”) and pursuant to a contract, subsequently disbursed \$1.5 million dollars of documentary surtax funding to the Development Corporation, in the amount of \$2.8 million dollars to fund the development of the Senator Villas Project; and

**WHEREAS**, the Development Corporation never developed or built the Senator Villas Project; and

**WHEREAS**, following an audit of the Development Corporation by the Miami-Dade County Audit and Management Services Department dated June 27, 2007, the County terminated

its agreement with the Development Corporation and recaptured remaining funds, and the Development Corporation conveyed the Senator Villas Project back to the County, in accordance with the terms of a Transitional Agreement between the County and the Development Corporation dated April 21, 2008; and

**WHEREAS**, subsequent efforts are underway to develop the Senator Villas Site, including the Board's approval of \$1 million in General Obligation Bonds ("GOB") funding to develop this project, following Senator Javier D. Souto's allocation of this funding to the project and the administration's preparation of a Request for Information to begin the process of assessing developer interest in developing the Senator Villas Site, as directed by County Resolution No. R-262-10; and

**WHEREAS**, additional funding is needed to fund this development to help meet the need for affordable, elderly housing in Miami-Dade County; and

**WHEREAS**, there is also a need to provide healthy, fresh, affordable food to nearby residents and such purpose would be met by the County operating a farmers market on the Senator Villas Site on weekends pending the development of the Senator Villas Site; and

**WHEREAS**, proceeds realized from the operating of the farmers market could be used to supplement funding needs for the development of the Senator Villas Project; and

**WHEREAS**, a zoning application must be filed to consider the use of the property for a farmers market on a temporary basis, and modification of a deed restriction requiring the property to be used only for affordable housing purposes must be obtained in order for the County to operate a temporary farmers market on the Senator Villas Site; and

**WHEREAS**, the Board is desirous of directing the staff to take all necessary steps to realize the goal of developing affordable, elderly housing on the Senator Villas Site, as well as

the temporary weekend use of the property as a farmers market, until such time as the construction of the Senator Villas Project commences,

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

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The Mayor or the Mayor's designee is hereby directed to file a zoning application on the county-owned property described in attachment A to this resolution which would permit this property to be utilized as a farmers market operated on weekends on a temporary basis.

Section 3. The Mayor or the Mayor's designee is directed to take all steps necessary to procure a modification of the deed restriction on the property, including requesting that the FDOT issue a corrective quitclaim deed for the Senator Villas Site in order to provide for and allow the temporary operation of a farmers market on weekends, pursuant to the provisions of this resolution.

Section 5. The Mayor or the Mayor's designee is directed to take all necessary steps, including but not limited to obtaining zoning approval and the requested corrective deed, to implement the goal of this resolution; issuing permits for persons to make available and sell fresh produce and groceries; charging and receiving fees from vendors who sell fresh produce and groceries on the site; establishing an escrow account for deposit of proceeds from such sales and taking necessary steps leading to the ultimate development of elderly affordable housing on the Senator Villas site.

5

The Prime Sponsor of the foregoing resolution is Senator Javier D. Souto. It was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 21<sup>st</sup> day of June, 2011. 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: **DIANE COLLINS**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Debra Herman

OFF. REC. 1773281073

Folio 30-4016-002-0010

LEGAL DESCRIPTION  
PARCEL 6122

Lots 1, 2, 3, 4, and 26, Block 1, OLYMPIC HEIGHTS, according to the plat thereof as recorded in Plat Book 10 at Page 2 of the Public Records of Dade County, Florida, lying in the Southeast 1/4 of Section 16, Township 54 South, Range 40 East, Dade County, Florida;

LESS:  
All that portion of said Lots 1, 2, 3 and 4, Block 1, OLYMPIC HEIGHTS, being more particularly described as follows:

COMMENCE at the Southwest corner of the SE 1/4 of said Section 16; thence run N88°09'02"E, along the South line of the SE 1/4 of said Section 16, for a distance of 1005.18 feet to a point; thence N01°50'15"W, for a distance of 75.88 feet to a point of curvature of a circular curve concave to the Northeast having a radius of 25.00 feet, said point being on the West line of said Lot 1 and is the POINT OF BEGINNING of the parcel of land hereinafter to be described; thence run Southwesterly, Southerly, Southeasterly, Easterly and Northeasterly along the arc of said circular curve through a central angle of 92°01'12" for a distance of 40.15 feet to the point of tangency and a point on the North line of the South 50.00 feet of the SE 1/4 of said Section 16; thence run N88°09'02"E, along said North line of the South 50.00 feet of the SE 1/4 of said Section 16, for a distance of 186.98 feet to a point on the East line of said Lot 4; thence run S00°15'16"W, along the East line of said Lot 4, for a distance of 25.02 feet to a point on the South line of said Lot 4; thence run S08°09'02"W, along the South line of said Lot 4, for a distance of 186.94 feet to the point of curvature of a circular curve concave to the Northeast and having a radius of 25.00 feet; thence run Southwesterly, Westerly, Northwesterly, Northerly and Northeasterly along the arc of said circular curve through a central angle of 92°01'12" for a distance of 40.15 feet to the point of tangency and a point on the West line of Lot 1; thence run N00°10'34"E, along said West line of Lot 1, for a distance of 25.02 feet to the POINT OF BEGINNING.

Containing 23,768 square feet, more or less.

F.A.P. No.  
DA-M-5138 (8)

FLORIDA DEPARTMENT OF TRANSPORTATION			
RIGHT OF WAY SURVEYING AND MAPPING			
PARCEL LEGAL			
STATE ROAD No. 976			
DADE COUNTY			
BY	DATE	LEGAL DESCRIPTION	
DRAWN A. I. R.	11/05/1996	PARCEL 6122	
TRACED ROBERTS			
CHECKED F. Z. BATEL	11/05/1996		
MAPS PREPARED BY:		PRE	/ PC
FERNANDO Z. BATEL P.L.C., INC.			
SECTION No. 0704-2301			SHEET 1 OF 3
SECTION 16 - 54S - 40E			SHEET 3 OF 3

REVISION	BY	DATE

EXT A 7

OFF. REC. 1773281074

File No. 30-4016-002-0050

LEGAL DESCRIPTION  
PARCEL 6162

F.A.P. No.  
DA-42-6138 (8)

Lot 5, Block 1, OLYMPIC HEIGHTS, according to the plat thereof as recorded in Plat Book 10, at Page 2 of the Public Records of Dade County, Florida, lying in the Southeast 1/4 of Section 16, Township 54 South, Range 40 East, Dade County, Florida.

LESS:  
All that portion of Lot 5, Block 1, OLYMPIC HEIGHTS, being more particularly described as follows:

COMMENCE at the southwest corner of the aforementioned Southeast 1/4 of Section 16; thence run N88°09'02"E, along the South line of the Southeast 1/4 of said Section 16, for a distance of 1216.22 feet to a point; thence run N01°50'58"W, for a distance of 50.00 feet to the point of intersection of the West line of said Lot 5, with the North line of the South 50.00 feet of the Southeast 1/4 of said Section 16 and the POINT OF BEGINNING of the hereinafter described parcel of land; thence run N88°09'02"E, along the North line of said South 50.00 feet of the Southeast 1/4 of Section 16, for a distance of 18.89 feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 25.00 feet; thence run Northeasterly along the arc of said circular curve through a central angle of 87°53'26" for an arc distance of 38.25 feet to the point of tangency and a point on the East line of said Lot 5; thence run S00°15'36"W, along said East line of Lot 5, for a distance of 25.02 feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 25.00 feet; thence run Southeasterly along the arc of said circular curve, through a central angle of 87°53'26" for an arc distance of 38.35 feet to the point of tangency and a point on the South line of said Lot 5; thence run S08°09'02"W, along said South line, for a distance of 38.89 feet to the southwest corner of Lot 5 as shown on said Plat of OLYMPIC HEIGHTS; thence run N00°15'36"E, along the West line of said Lot 5, for a distance of 25.02 feet to the POINT OF BEGINNING.

Containing 4912 square feet, more or less.

Together with:

SECTION	BT	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY SURVEYING AND MAPPING			DADE COUNTY	
<b>PARCEL LEGAL</b>				
STATE ROAD No. 976			DADE COUNTY	
BT	DATE	LEGAL DESCRIPTION		
	11/05/1996	PARCEL 6162		
	11/05/1996			
MAPS PREPARED BY: FERNANDO Z. BATTEL P.L.C., INC.			SCALE: 1" = 100'	
SECTION No. 87044-2501			SHEET 2 OF 3	
SECTION 16 - 54S - 40E				

EXHA A

8

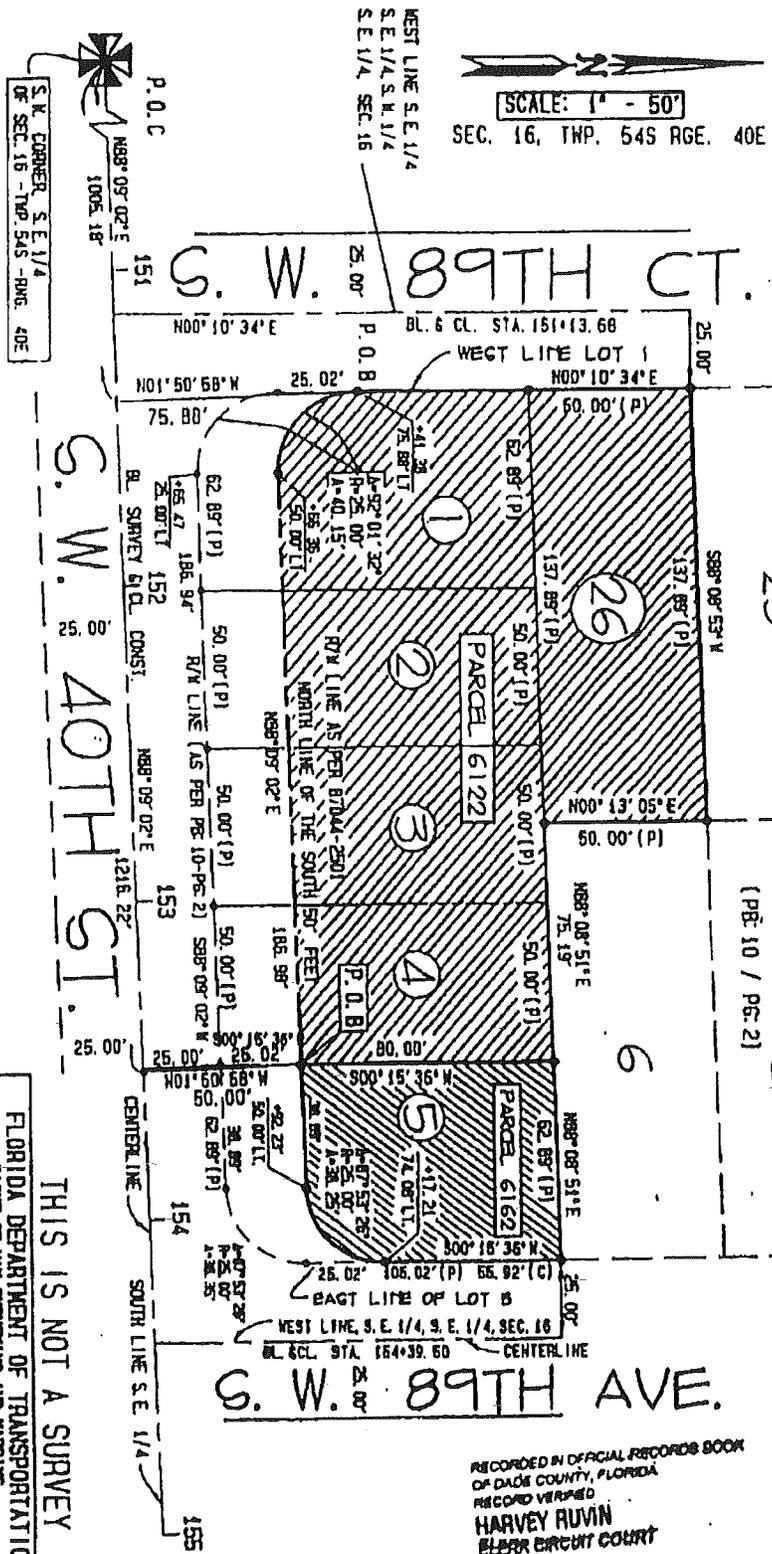
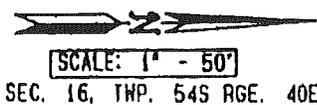
EXHIBIT "A"

DADE COUNTY

25

BLK 1  
(Pg. 10 / Pg. 2)

F.A.P. No.  
BA-NA-5138 (8)



RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA  
RECORD VERIFIED  
HARVEY RUVIN  
CLERK CIRCUIT COURT

GENERAL NOTES:

Bearings, baseline of survey, centerline of construction and Parcel dimensions were taken from F.O.O.I. Right of Way Map for S.R. 976 (BIRD ROAD) Section No. 87044-2501

PARCEL 6122 CONTAINS 23,768 SQ. FT MORE OR LESS  
PARCEL 6162 CONTAINS 4912 SQ. FT MORE OR LESS  
COMBINED AREAS = 28,680 SQ. FT

REVISION	BY	DATE
1	...	...

BY	DATE	SKETCH TO
...	...	...

THIS IS NOT A SURVEY  
FLORIDA DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY SURVEYS AND MAPPING  
PARCEL SKETCH  
DADE COUNTY  
STATE ROAD NO. 976

EXHA

9

**Date:** February 3, 2015

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

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Recommendation to Reject Sole Proposal Received: Senator Villas Development Project  
Resolution No. R-95-15

Agenda Item No. 8(F)(10)

### Recommendation

It is recommended that the Board of County Commissioners (Board) approve the rejection of the sole proposal received under *Request for Proposals (RFP) No. 812, Senator Villas Development Project*. The County issued the solicitation to obtain proposals from experienced and qualified developers to build an affordable senior citizens housing development for Miami-Dade Transit. The selected developer would have provided 23 residential units, with parking to accommodate a Park & Ride feature, on County-owned land located on the north side of Southwest 40 Street (Bird Road), between Southwest 89 Avenue and Southwest 89 Court, in unincorporated Miami-Dade County (Folio No. 30-4016-002-0010). In addition to providing affordable housing and the necessary Park & Ride component, the selected developer would have been responsible for securing all necessary financing, including construction and permanent sources of financing.

The sole proposal received was from Global Development Initiatives, LLC (GDI) on September 7, 2012. An Evaluation/Selection Committee reviewed and evaluated the proposal following the guidelines in the solicitation, conducted an oral presentation, and recommended that the County enter into negotiations with GDI. While negotiations were successful, and resulted in a draft agreement, GDI elected not to execute the lease agreement due to their concerns with the financial requirements and amount of matching funds available. As a result, rejection of the sole proposal is recommended and Miami-Dade Transit will re-evaluate the development requirements for this property prior to issuing a new solicitation.

### Scope

The Senator Villas Development Project is located in Commission District 10, which is represented by Senator Javier D. Souto.

### Fiscal Impact/Funding Source

There is no fiscal impact associated with this rejection.

### Track Record/Monitor

Pearl P. Bethel, CPPB, of the Internal Services Department is the Procurement Contracting Officer.

### Vendor Not Recommended for Award

On July 11, 2012, the RFP was issued under full and open competition. Award would have been made to the responsive, responsible proposer satisfying the criteria established in the solicitation.

Proposer	Reason for Not Recommending
Global Development Initiatives, LLC	Rejection of proposal as discussed above.

### Applicable Ordinances and Contract Measures

- The User Access Program provision applied and would have been collected on the Building Better Communities General Obligation Bond funds.

Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners  
Page 2

- The Local Preference Ordinance was included in the solicitation.
- The Local Certified Service-Disabled Veteran's Business Enterprise Preference was included in the solicitation.
- The Small Business Enterprise Program was included in the solicitation.
- The Living Wage Ordinance did not apply.



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Ailina T. Hudak  
Deputy Mayor



# MEMORANDUM

(Revised)

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

**DATE:** February 3, 2015

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

**SUBJECT:** Agenda Item No. 8(F)(10)

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. 8(F)(10)  
2-3-15

RESOLUTION NO. R-95-15

RESOLUTION APPROVING REJECTION OF SOLE  
PROPOSAL RECEIVED IN RESPONSE TO REQUEST FOR  
PROPOSALS NO. 812 FOR SENATOR VILLAS  
DEVELOPMENT PROJECT

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves rejection of the sole proposal received in response to Request for Proposals No. 812 Senator Villas Development Project.

The foregoing resolution was offered by Commissioner **Sally A. Heyman** who moved its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.** and upon being put to a vote, the vote was as follows:

	Jean Monestime, Chairman	<b>aye</b>
	Esteban L. Bovo, Jr., Vice Chairman	<b>aye</b>
Bruno A. Barreiro	<b>aye</b>	Daniella Levine Cava <b>aye</b>
Jose "Pepe" Diaz	<b>aye</b>	Audrey M. Edmonson <b>aye</b>
Sally A. Heyman	<b>aye</b>	Barbara J. Jordan <b>aye</b>
Dennis C. Moss	<b>aye</b>	Rebeca Sosa <b>aye</b>
Sen. Javier D. Souto	<b>aye</b>	Xavier L. Suarez <b>absent</b>
Juan C. Zapata	<b>absent</b>	

The Chairperson thereupon declared the resolution duly passed and adopted this 3<sup>rd</sup> day of February, 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: Christopher Agrippa  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in cursive script, appearing to read "CJS for", is written over a horizontal line.

Cynthia Johnson-Stacks