MEMORANDUM

Agenda Item No. 8(K)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: November 2, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing, pursuant to section 17-02 of the Code, a loan to Metro Grande III Associates, LTD., or related entity, in an amount not to exceed $850,000.00 of Documentary Stamp Surtax program funds, for development of the Metro Grande III affordable housing project; authorizing the County Mayor to execute conditional loan commitments, standard shell contracts, standard shell loan documents, amendments, and other agreements necessary to accomplish the purposes of this resolution; and authorizing the County Mayor, upon a determination that such actions are in the best interest of the County, to subordinate and/or modify the terms of contracts, agreements, amendments and loan documents so long as such modifications are approved by the County Attorney's Office and are not substantially inconsistent with this resolution and to exercise the termination, waiver, acceleration, or other provisions set forth therein

Resolution No. R-1040-21

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Senator René García.

Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum

MIAMI-DADE COUNTY

Date: November 2, 2021

To: Honorable Chairman Jose 'Pepe' Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Subject: Loan of Prepaid Documentary Stamp Surtax Loan Funds to Metro Grande III Associates, Ltd., or Related Entity, for the Development of the Metro Grande III Affordable Housing Project

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Recommendation

It is recommended that the Board of County Commissioners (Board):

- Authorize, in accordance with section 17-02 of the Miami-Dade County Code of Ordinances, a loan of prepaid Documentary Stamp Surtax (Surtax) funds in the amount of $850,000.00 to Metro Grande III Associates, Ltd., or related entity, for the development of the Metro Grande affordable housing project;
- Authorize the County Mayor or County Mayor's designee to execute conditional loan commitments, standard shell contracts, standard shell loan documents, amendments and other agreements necessary to accomplish the purposes of this resolution.
- Authorize the County Mayor or County Mayor's designee, upon a determination that such actions are in the best interest of the County, to subordinate and/or modify the terms of contracts, agreements, amendments and loan documents so long as such modifications are approved by the County Attorney's Office and are not substantially inconsistent with this resolution and to exercise the termination, waiver, acceleration, or other provisions set forth therein.

Scope

The Metro Grande III affordable housing project is a mixed-income, new construction community consisting of 84 units at the Okeechobee Metrorail Station, at 2005 W. Okeechobee Road, Hialeah, FL 33010, located in Commission District 13, represented by Senator Rene Garcia. Metro Grande III offers a mix of 41 one bedroom, 37 two-bedroom, and 6 three-bedroom units in a seven-story high-rise building.

Delegation of Authority

This item requests a delegation of authority to the County Mayor or County Mayor's designee to execute conditional loan commitments, subordinate and/or modify the terms of standard shell contracts, standard shell loan documents, amendments and other agreements necessary to accomplish the purposes of the attached resolution.

Fiscal Impact/Funding Source

This item will not have a negative fiscal impact on the County's General Fund. The funding in this item consists of pre-payments from a previously issued County loan to Baywinds Associates, Ltd., which are related entities to the parent company of Cornerstone Group, (Cornerstone) the borrower. In a letter dated June 30, 2021 and attached to the resolution as Exhibit A, Cornerstone requested that the prepaid funds described in this item be loaned to Metro Grande III Associates, Ltd., or a related entity. The details of the prepaid loan are listed in the Background section below.

Track Record/Monitoring

The project will be monitored by Michael Liu, Director, Public Housing and Community Development Department.

Background

It is recommended that the Board allocate $850,000.00 of repaid Surtax loan funds to Metro Grande III Associates, Ltd., or related entity for the development of Metro Grande III. In Resolution No. R-837-05, $850,000.00 of Surtax funds were allocated as a loan to the Baywinds Associates, Ltd., on July 7, 2005. This loan was paid off on June 30, 2021, well in advance of the maturity date of March 1, 2049.This prepayment and reloan structure is permitted by Section 17-02 of the Miami-Dade County Code, which provides that any developer which repays its County loan in full before the date on which the loan is due may, upon approval of the Board, have the repaid funds loaned to it, or a related entity, for additional eligible affordable housing projects, without the need to compete again for those funds.

Table 1						
Loans Pre-Paid in Full						
Loan #	Project Name	Funding Source	Loan Amount	Maturity Date	Pay-Off Amount	Pay-Off Date
36016	Baywinds Apts.	Surtax	$850,000.00	3/1/2049	$850,000.00	6/30/2021
	TOTAL		$850,000.00		$850,000.00	

Upon approval of this item, a conditional loan commitment in substantially the form attached to the resolution as Exhibit B will be issued to Cornerstone Group or related entity, for the development of the Metro Grande III affordable housing project. Metro Grande III will be a new construction, mixed income community consisting of 84 units in a seven-story high-rise building.

The Metro Grande III affordable housing project will be subject to a full credit underwriting analysis, including subsidy layering review, and must receive a favorable recommendation from the underwriter and show written financing commitments for the total development costs, all prior to the financial closing of the loan approved herein for the release of loaned funds. The loan shall be subject to those terms for loans issued in accordance with Section 17-02 of the Miami-Dade County Code and as set forth in the FY 2021 Request for Applications (RFA), subject to change at the discretion of the County Mayor or County Mayor's designee based upon the credit underwriting analysis.

Attachments

Morris Copeland
Chief Community Services Officer

MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners

DATE: November 2, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(K)(1)

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**

_______ **Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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(K)(1)
11-2-21

RESOLUTION NO. R-1040-21

RESOLUTION AUTHORIZING, PURSUANT TO SECTION 17-02 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, A LOAN TO METRO GRANDE III ASSOCIATES, LTD., OR RELATED ENTITY, IN AN AMOUNT NOT TO EXCEED $850,000.00 OF DOCUMENTARY STAMP SURTAX PROGRAM FUNDS, FOR DEVELOPMENT OF THE METRO GRANDE III AFFORDABLE HOUSING PROJECT; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE CONDITIONAL LOAN COMMITMENTS, STANDARD SHELL CONTRACTS, STANDARD SHELL LOAN DOCUMENTS, AMENDMENTS, AND OTHER AGREEMENTS NECESSARY TO ACCOMPLISH THE PURPOSES OF THIS RESOLUTION; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, UPON A DETERMINATION THAT SUCH ACTIONS ARE IN THE BEST INTEREST OF THE COUNTY, TO SUBORDINATE AND/OR MODIFY THE TERMS OF CONTRACTS, AGREEMENTS, AMENDMENTS AND LOAN DOCUMENTS SO LONG AS SUCH MODIFICATIONS ARE APPROVED BY THE COUNTY ATTORNEY'S OFFICE AND ARE NOT SUBSTANTIALLY INCONSISTENT WITH THIS RESOLUTION AND TO EXERCISE THE TERMINATION, WAIVER, ACCELERATION, OR OTHER PROVISIONS SET FORTH THEREIN

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:

Section 1. This Board ratifies and adopts the matters set forth in the accompanying memorandum as if fully set forth herein.

Section 2. This Board authorizes, pursuant to the provisions of section 17-02 of the Code of Miami Dade County, Florida, a loan to Metro Grande III Associates, Ltd., or related entity, in an amount not to exceed $850,000.00 of Documentary Stamp Surtax program funds. The loan awarded in this item represents an equal amount of loaned funds which were prepaid by Baywinds Associates, Ltd. The new loan will be used to develop the Metro Grande III affordable housing project, a mixed-income, new construction community consisting of 84 units, within a 7-story building, at the Okeechobee Metrorail Station, at 2005 W. Okeechobee Road, Hialeah, Florida 33010, located in Commission District 13.

Section 3. All funding awards and conditional loan commitments are contingent upon the recipient agency's (borrower) compliance with the conditions set forth in this resolution and the justification memorandum. For the loan approved herein, the County Mayor or County Mayor's designee is authorized to execute conditional loan commitments in substantially the form attached hereto as Exhibit B, standard shell contracts, standard shell loan documents, amendments and other agreements necessary to fulfill the purposes of this resolution. This Board further authorizes the County Mayor or County Mayor's designee, upon a determination that such actions are in the best interest of the County, to subordinate and/or modify the terms of contracts, agreements, amendments and loan documents so long as such modifications are approved by the County Attorney's Office and are not substantially inconsistent with this resolution and to exercise the termination, waiver, acceleration, or other provisions set forth therein.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman **aye**
Oliver G. Gilbert, III, Vice-Chairman **aye**

Sen. René García	**aye**	Keon Hardemon	**aye**
Sally A. Heyman	**aye**	Danielle Cohen Higgins	**aye**
Eileen Higgins	**aye**	Joe A. Martinez	**aye**
Kionne L. McGhee	**aye**	Jean Monestime	**absent**
Raquel A. Regalado	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of November, 2021. 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.

COUNTY COMMISSIONERS
MIAMI-DADE
COUNTY
FLORIDA

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

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shannon D. Summerset-Williams

Exhibit A

CORNERSTONE GROUP

June 30, 2021

Mr. Clarence Brown
Public Housing and Community Development
701 NW 1st Court
Miami, Florida

Re: Redeployment of $850,000 of Surtax funds from Baywinds Associates, Ltd. to Metro Grande III Associates, Ltd.

Dear Mr. Brown:

Baywinds Associates, Ltd. paid off $850,000 of Surtax funds on June 29, 2021 and will be redeploying those funds into the development of 84 affordable housing units at Metro Grande III, a new construction development breaking ground in Fall 2021.

Metro Grande III offers a mix of 41 1 bedroom, 37 2 bedroom and 6 3 bedroom units, with set asides of 33% at 30% AMI, 7% at 60% AMI, 32% at 70% AMI and 26% at 80% AMI, averaging 60% AMI set aside across the 84 units.

Metro Grande III is located at the Okeechobee Metrorail Station, at 2005 W. Okeechobee Road, Hialeah, FL 33010.

The Baywinds' $850,000 Surtax loan maturity date was March 1, 2049.

Should you have any questions regarding the above, please don't hesitate to contact me.

Sincerely,

Mara S. Mades
Vice President

Cc: Leyani Sosa

Exhibit B

Miami-Dade County
Conditional Loan Commitment

Date

To: Metro Grande III Associates, Ltd., or Related Entity, (the "Borrower')

Re: Metro Grande III, an affordable housing project
At the Okeechobee Metrorail Station, at 2005 W. Okeechobee Road, Hialeah, FL 33010
in Miami Dade County ("the Property")

Dear Borrower:

We are pleased to advise you that on____________, the Board of County Commissioners (BCC) approved a Conditional Loan Commitment for development activity at the above-listed property (the "Property"). The loan is conditionally committed for the payment of hard construction cost as a portion of the development costs to construct the affordable housing units on the Property. This Conditional Loan Commitment is made based upon the redeployment request letter submitted by Borrower and is subject to the following terms and conditions:

Borrower: Metro Grande III Associates, Ltd., or Related Entity

Project: The Metro Grande III affordable housing project will be a mixed income new construction community consisting of 84 units at the Okeechobee Metrorail Station, at 2005 W. Okeechobee Road, Hialeah, FL 33010, in Commission District 13. Metro Grande III offers a mix of 41 1 bedroom, 37 2 bedroom and 6 3 bedroom units, with set asides of 33% at 30% area median income ("AMI"), 7% at 60% AMI, 32% at 70% AMI and 26% at 80% AMI, averaging 60% AMI set aside across the 84 units

See the conditions below regarding applicable AMI for residents based upon the source of funds for the Loan.

Loan Amount: The loan shall be in an amount of not-to-exceed **$850,000** approved by the BCC in Resolution R-837-05 for **$850,000** and includes all terms and conditions of such BCC approval, including project scope, activity type and, for federal funds, national objective to be achieved (the "Loan"). The loan amount may be decreased as determined by the Mayor or the Mayor's designee, based upon Underwriting (defined below) and information and documentation provided by Borrower.

Conditions: The Loan is conditioned upon the terms, conditions and requirements set forth below (the "Conditions"). The County shall not issue a final unconditional loan commitment, enter into a funding contract, close on the Loan or disburse the Loan funds until all the Conditions are met.

Collateral: Upon satisfaction of the Conditions, Miami-Dade County (County) and Borrower will enter into a funding contract and loan agreement. The Loan shall be evidenced by a promissory note and secured by a construction/permanent mortgage with assignment of leases and rents, a collateral assignment of leases and rents, a collateral assignment of construction documents, a rental regulatory agreement (where applicable), and any other security or collateral as deemed appropriate by the Mayor or Mayor's designee, in his or her sole discretion, with approval of the County Attorney's Office. Borrower shall additionally be required to provide the County with an environmental indemnification agreement, a UCC-1, title affidavit, partnership affidavit (if applicable), corporate resolution approving the loan documents, opinion of counsel, certification of borrower to borrower's counsel, and title policy making the County an insured. The Collateral shall be determined based upon financial feasibility and subsidy layering underwriting to be performed by County staff in an internal process and by an independent underwriter and paid for by Borrower

("Underwriting") following review of a current title search. Additional forms of security may be required if liens, encumbrances, restrictions or covenants exist on the Property which the Mayor or Mayor's designee determines, in his or her sole discretion, threaten the County's Collateral. The Mayor or Mayor's designee shall determine, in his or her sole discretion and in consultation with the County Attorney's Office, whether the Collateral provided by Borrower is sufficient to close and disburse the Loan.

Interest Rate: Loan terms, including the interest rate, are those set forth in the FY 2021 Surtax/SHIP/HOME Request for Applications (RFA) for Multi-family rental projects. Those terms are **0%** interest during construction - years 1 and 2-and **1%** interest-only payments for years 3–30 from development cash flow, **1%** interest accruing and due at maturity. Full principal is due at maturity; and as modified prior to closing by the Mayor or Mayor's designee in accordance with the results of Underwriting.

Repayable: There will be no penalty for prepayment of the Loan (payment of Loan balance before the end of the repayment term). Repayment terms are those set forth in the FY 2021 Surtax/SHIP/HOME RFA for repaid loan funds in accordance with Section 17-02 of the Code. All terms may be modified prior to closing by the Mayor or Mayor's designee in accordance with the results of Underwriting. The prepayment of any Loan shall not affect the term of affordability set forth in the Rental Regulatory Agreement or in any of the other Loan Documents.

Term: The Loan will be for 30 years, or as may be established prior to closing by the Mayor or Mayor's designee in accordance with the results of Underwriting.

Conditions:

1. Underwriting, as explained above, shall include financial feasibility review, subsidy layering review, and credit review. Underwriting is performed to protect the County's scarce affordable housing funds and is performed to ensure that the Project has sufficient financing to be completed timely and that the Project is not over-subsidized, meaning the Loan is not needed or the Loan Amount is too high. The County reserves the right to reduce the Loan Amount subject to Underwriting. The County further reserves the right to refuse to issue a final, unconditional loan commitment to Borrower or to enter into a contract for the Loan or to close on the Loan in the event that Underwriting determines that the project is financially unfeasible or otherwise is unfeasible. The costs of Underwriting are to be paid by Borrower.
2. Borrower must prove control of the Property through purchase or lease, as evidenced by a deed or lease and recorded memorandum of lease in Borrower's name. Absence of any threat of foreclosure, taking by eminent domain, or pending bankruptcy are additionally required.
3. Borrower must provide the County with written financing commitments showing committed financing for the entire Development Cost of the Project, including any gaps between the Loan and the overall costs to develop the Project. The Development Cost of the Project means the total cost of completing the entire Project, from acquisition to the issuance of Certificate of Occupancy, including but not limited to the costs for acquisition, design and planning, zoning and variances, financing costs, legal costs, construction, and permitting. In the event of a dispute as to what amount constitutes the actual Development Cost, Borrower and County will use the amount determined by Underwriting to be the Development Cost.
4. Conformance of the Project with the County legislation approving the Loan.
5. Complete plans and specifications of the Project.
6. Payment and performance bond in the amount of the entire construction budget or otherwise in conformance with applicable law. Where a payment and performance bond is not required by law, the Mayor or Mayor's designee may alternatively accept – at the Mayor or Mayor's designee's sole discretion – a letter of credit in an amount acceptable to the Mayor or Mayor's designee.
7. Appraisal of the Property showing that the value of the Project and Property, when completed, exceeds the total amount of debt from all sources to be secured by the Project, unless waived by the Mayor or Mayor's designee.

8. A Phase I environmental report requiring no further action.
9. Such other conditions which are customary and reasonable for a loan of this nature, such as adhering to all Federal, State and local regulations, ordinances, codes and standards.
10. Meeting all requirements of the State Housing Initiatives Partnership ("SHIP"), Documentary Surtax or Home Investment Partnerships Program ("HOME") program, as applicable, and County resolutions and ordinances governing affordable housing development.
11. Compliance with Resolution No. R-346-15, establishing a maximum total development cost per unit; and, where applicable, Resolution No. R-346-15, establishing a maximum amount of total development costs that may be paid with Documentary Stamp Surtax funds.
12. Pursuant to the Miami-Dade Board of County Commissioners' Resolution No. R-34-15, Developers, its agents and/or representatives, shall provide written notice to the County related to the availability of rental opportunities, including, but not limited to, the number of available units, bedroom size, and rental prices of such rental units at the start of any leasing activity; requiring the developer advertise the information described in newspapers of general circulation.
13. The Loan, if SHIP or Surtax funds, may only be used for the development of affordable housing for residents with household incomes not greater than 140% of AMI. The Loan, if HOME or CDBG funds, may only be used for the development of affordable housing for residents with household incomes not greater than 80% of AMI.
14. This loan is conditioned on the repayment of the Baywinds Associates, Ltd., loan in the amount of $850,000.00.

This Conditional Loan Commitment will expire in six (6) months if not extended by Miami-Dade County. An extension of this Conditional Loan Commitment may be granted at the sole and absolute discretion of Miami-Dade County. Any extension granted will be contingent upon compliance with and in accordance with Resolution No. R-232-14, as applicable and must be signed by the Mayor or Mayor's Designee to be valid. If the loan does not close prior to the expiration or extension of this Conditional Loan Commitment, the funds will be subject to recapture and allocated to other projects. This Conditional Loan Commitment is not assignable. This Conditional Loan Commitment is the sole and complete agreement between the parties as to the terms of the Loan described herein. The terms of this Conditional Loan Commitment may only be changed in writing in a document signed by the Mayor or the Mayor's designee. No representations, written or verbal, of Miami-Dade County employees, or others purporting to act on behalf of Miami-Dade County, may change the terms of this Commitment.

Miami-Dade County wishes to thank you for your proposal and the opportunity to provide financing for this development, and we look forward to closing this transaction.

Sincerely,

Miami-Dade County

____
Daniella Levine Cava, Mayor

Date: ____________________

c: Morris Copeland,
Chief Community Services Officer

Approved as to Form and Legal Sufficiency

____
Shannon Summerset-Williams
Assistant County Attorney

Date: _____________