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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 11(A)(5)

TO: Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners

DATE: October 20, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution directing the County Mayor to perform all due diligence necessary for the lease of an approximately 5.85-acre portion of the County property located at 9250 West Flagler Street, Miami, Florida 33174 (the "Premises") to Flagler TOC Development Partners LLC ("Developer") for the development and use of the Premises as an affordable housing project and parking garage, negotiate and finalize the terms of a lease and development agreement with the Developer consistent with the term sheet for the Project to the extent possible and place such lease and development agreement on this Board's agenda for consideration within 30 days without committee review, or, if no such agreement is finalized, provide a report to this Board within 30 days; waiving the Commission Auditor review required by Implementing Order No. 8-4; and waiving, by a two-thirds vote of the Board members present, Rules 5.11(1) and 5.12 of the Board's Rules of Procedure requiring public outreach meetings and a statement regarding public outreach efforts and community benefits

Resolution No. R-894-26

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

Geri Bonzon-Keenan
County Attorney

GBK/ks

MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 20, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(5)

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**
_____	**Requires more than a majority vote (i.e., 2/3's present _✓_, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) 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)(5)
10-20-26

RESOLUTION NO. R-894-26

RESOLUTION DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PERFORM ALL DUE DILIGENCE NECESSARY FOR THE LEASE OF AN APPROXIMATELY 5.85-ACRE PORTION OF THE COUNTY PROPERTY LOCATED AT 9250 WEST FLAGLER STREET, MIAMI, FLORIDA 33174 (THE "PREMISES") TO FLAGLER TOC DEVELOPMENT PARTNERS LLC ("DEVELOPER") FOR THE DEVELOPMENT AND USE OF THE PREMISES AS AN AFFORDABLE HOUSING PROJECT AND PARKING GARAGE, NEGOTIATE AND FINALIZE THE TERMS OF A LEASE AND DEVELOPMENT AGREEMENT WITH THE DEVELOPER CONSISTENT WITH THE TERM SHEET FOR THE PROJECT TO THE EXTENT POSSIBLE AND PLACE SUCH LEASE AND DEVELOPMENT AGREEMENT ON THIS BOARD'S AGENDA FOR CONSIDERATION WITHIN 30 DAYS WITHOUT COMMITTEE REVIEW, OR, IF NO SUCH AGREEMENT IS FINALIZED, PROVIDE A REPORT TO THIS BOARD WITHIN 30 DAYS; WAIVING THE COMMISSION AUDITOR REVIEW REQUIRED BY IMPLEMENTING ORDER NO. 8-4; AND WAIVING, BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT, RULES 5.11(1) AND 5.12 OF THE BOARD'S RULES OF PROCEDURE REQUIRING PUBLIC OUTREACH MEETINGS AND A STATEMENT REGARDING PUBLIC OUTREACH EFFORTS AND COMMUNITY BENEFITS

WHEREAS, Miami-Dade County (the "County") owns the property located at 9250 West Flagler Street, Miami, Florida 33174, currently identified by Folio Nos. 30-4004-024-0010 and 30-4004-000-0282 (the "Property"); and

WHEREAS, pursuant to Resolution No. R-489-24, the County acquired the Property in 2024 for the purpose of the West Dade Government Center, which consolidates multiple County departments' internal and customer-facing permitting and land development functions to a centralized location, thereby streamlining operations and services, enhancing convenience and accessibility for residents countywide, reducing the County's reliance on privately leased space to

ensure continuity of service and predictable financial obligations, and providing the potential for the development of housing on the site, presenting "another opportunity to maximize value and support the County's goals of expanding access to housing people can afford"; and

WHEREAS, as has been widely documented, the County, like jurisdictions across the nation, faces persistent housing supply shortages and severe affordability challenges that affect low-, moderate-, and middle-income households; and

WHEREAS, studies show that Miami-Dade County has the highest proportion of cost-burdened tenants in the nation by a significant margin, with more than half of tenants spending 30 percent or more of their income on rent; and

WHEREAS, on April 8, 2022, the County Mayor declared an affordability crisis in the County; and

WHEREAS, on June 29, 2022, the former Secretary for the United States Department of Housing and Urban Development, Marcia Fudge, described the County as the "epicenter of the housing crisis" in the country; and

WHEREAS, under these circumstances, there is an urgent and pressing need to expand and preserve the supply of workforce and affordable housing in the community throughout the County; and

WHEREAS, as was previously acknowledged by this Board, to meet this demand, the County cannot be the sole provider of affordable and workforce housing and, therefore, must rely heavily on its public and private partners to address the affordable housing crisis in the County; and

WHEREAS, to this end, the Developer has requested to lease a 5.85-acre portion of the Property for the construction of an affordable housing development containing 800 residential units (the "Project"); and

WHEREAS, a term sheet outlining major deal points for the Developer to lease the Premises from the County for development of the Project is attached hereto as Exhibit "A" (the "Term Sheet"); and

WHEREAS, the neighborhood surrounding the Premises does not presently contain a development comparable to the Project, and as such, the Developer's proposal would help address an unmet need and further the County's objective of expanding access to affordable housing; and

WHEREAS, accordingly, this Board desires to consider a lease and development agreement with the Developer based on the Term Sheet for development of the Project on the Premises, provided that no obstacles or impediments exist and after completion of all necessary due diligence; and

WHEREAS, this Board wishes to direct the County Mayor or County Mayor's designee to perform all necessary due diligence and to determine whether any obstacles or impediments exist to the lease of the Premises to the Developer for development of the Project based on the Term Sheet, including but not limited to completion of updated appraisals, survey and title work, responsible entity analysis, and a review of any restrictions contained in deeds, restrictive covenants, or other policies, contracts, or instruments that would preclude or impact a lease and development agreement, or that would result in significant financial impact to the County; and

WHEREAS, to effectuate and expedite the lease and development of the Premises, this Board desires to waive Rules 5.11(1) and 5.12 of the Board's Rules of Procedure requiring a statement regarding public outreach efforts and community benefits, as well as the Commission Auditor review required by Implementing Order No. 8-4; and

WHEREAS, this Board desires for the Developer to provide to the County all information required to evaluate the proposed lease of the Premises for development of the Project based on the Term Sheet; and

WHEREAS, if any obstacles or impediments exist, this Board directs the administration to take all necessary steps to resolve same in order to effectuate the lease and development of the Premises based on the Term Sheet to the extent possible; and

WHEREAS, provided all obstacles or impediments are resolved or none exist, this Board wishes to direct the County Mayor or County Mayor's designee to negotiate and finalize a lease and development agreement with the Developer consistent with the attached Term Sheet and to bring back such negotiated lease and development agreement to the Board for approval without committee review; and

WHEREAS, this Board desires for the Mayor or Mayor's designee to complete the due diligence and finalize the lease and development agreement within 30 days from the effective date of this resolution, or if no agreement is reached by such date, to provide a report to this Board within 30 days identifying (i) any obstacles or impediments that prevent or affect the lease of the Premises to the Developer for development of the Project based on the Term Sheet; (ii) methods by which any identified obstacles or impediments may be eliminated, if possible, including any cost of same; and (iii) any proposed terms or restrictions for inclusion in the lease and development agreement and any ancillary documents,

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 directs the County Mayor or County Mayor's designee to perform all necessary review and due diligence to lease the Premises to the Developer for development of the Project consistent with the Term Sheet, including but not limited to circulation of the Premises to all County departments, responsible entity review including obtaining disclosure of all ownership interests, and completion of updated appraisals, and to analyze the proposed lease and development after procuring and reviewing all the necessary information.

Section 3. To the extent that any obstacles or impediments are identified, or if the Developer does not provide the requested and necessary information, the County Mayor or County Mayor's designee is further directed to take all necessary steps to resolve such issues to the extent possible to lease the Premises to the Developer for development of the Project based on the Term Sheet.

Section 4. Provided all obstacles or impediments are resolved or none exist, this Board directs the County Mayor or County Mayor's designee to negotiate a lease and development agreement with the Developer consistent with the attached Term Sheet, Florida law, and County policy, and to bring back such negotiated lease and development agreement to the Board for approval.

Section 5. This Board waives the provision of Implementing Order No. 8-4 requiring review by the Commission Auditor in order to expedite this lease and development agreement.

Section 6. The County Mayor or County Mayor's designee is directed to, within 30 days of the effective date of this resolution, place the proposed lease and development agreement

on an agenda of this Board, or if no agreement is reached by such date, provide a report to this Board which shall at a minimum: (i) identify any obstacles or impediments that prevent or affect the lease of the Premises to the Developer for development of the Project based on the Term Sheet, including, if applicable, any required information which was not provided by the Developer; (ii) identify methods by which any identified obstacles or impediments may be eliminated, if possible, including any cost of same; and (iii) propose any recommended terms or restrictions for inclusion in the lease and development agreement and any ancillary documents. The report identified above shall be placed on an agenda of the full Board without committee review pursuant to Rule 5.06(j) of the Board's Rules of Procedure.

Section 7. This Board, by a two-thirds vote of the Board members present, waives the provisions of (a) Rule 5.11(1) of the Board's Rules of Procedure requiring the County Mayor or County Mayor's designee to hold a minimum of two public meetings with residents and interested stakeholders from the neighborhood of the Premises prior to this Board's consideration of the proposed lease and development agreement with the Developer and to attach a public outreach statement to the memorandum accompanying the item; and (b) Rule 5.12 of the Board's Rules of Procedure, to the extent applicable, requiring the County Mayor or County Mayor's designee to provide a written statement of community benefits prior to placement of an item on an agenda seeking approval of a Housing Development Project (as such term is defined in Rule 5.12), and to hold a minimum of two public meetings with residents and interested community stakeholders from the neighborhood of the Housing Development Project.

The Prime Sponsor of the foregoing resolution is Chairman Anthony Rodriguez. It was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Vicki L. Lopez** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	**absent**		
Kionne L. McGhee, Vice Chairman	**absent**		
Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Sen. René García	**absent**	Oliver G. Gilbert, III	**aye**
Roberto J. Gonzalez	**absent**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Vicki L. Lopez	**aye**
Natalie Milian Orbis	**aye**	Raquel A. Regalado	**nay**
Micky Steinberg	**nay**		

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of October, 2026. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

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

Yuval E. Manor
Sophia Guzzo

West Dade Government Center
Lease and Development Agreement Term Sheet

Landlord:	Miami-Dade County, a political subdivision of the State of Florida (the "County" or "Landlord").
Tenant:	Flagler TOC Development Partners LLC, a Florida limited liability company ("Tenant").
Premises:	The "Premises" will be an approximately 5.85-acre portion of the property located at 9250 West Flagler Street, Miami, FL 33174.
Lease Term:	The term of the Lease shall be 99 years after the commencement date (the "Term"). There are no proposed extension options.
Proposed Development:	Tenant proposes to develop and construct a project on the Premises containing 800 residential rental units (the "Project" or "Minimum Development"), consisting of the following mix of workforce and affordable housing units: (a) 40 units (5%) at or below 80% AMI; (b) 40 units (5%) at or below 100% AMI; (c) 20 units (2.5%) at or below 100% AMI set aside for seniors; (d) 200 units (26.4%) at or below 120% AMI with preferential availability for County employees; and (e) 500 units (60.9%) at or below 120% AMI.
In-Kind Consideration, Public Benefits, and Rent:	Landlord and Tenant agree that the full fair market value of lease premises, based on two appraisals obtained by the County, is being provided through the in-kind consideration and community benefits set forth below, which shall be further defined and set forth in the Lease: (a) Design and construct 800 covered parking spaces dedicated for County use. The spaces are to be designed and constructed at Tenant's sole cost, valued at $20,100,000; (b) Tenant-funded affordable housing subsidy for 80% and 100% AMI units, valued at approximately $14,900,000; (c) Contribution for 92nd Ave construction enhancements/FPL park space of $750,000; and (d) Art in Public Places contribution of approximately $3.1 million.

In consideration of the foregoing in-kind contributions and community benefits, which collectively exceed the full fair market value of the Premises, the County agrees that no additional monetary rent shall be payable under the Lease.

Development Concept: An initial site plan (the "Initial Development Concept") is attached as Exhibit "A". The Initial Development Concept may be revised as agreed by the parties prior to execution of the Lease. Upon execution, Tenant may revise the Initial Development Concept with Landlord's reasonable approval or as required by the entitlement and permitting process.

Development Phases: Tenant's development plan contemplates two phases, each of which may be financed, constructed, and operated separately pursuant to a bifurcated lease. The first phase of development is anticipated to include 400 residential units and a parking garage with 800 spaces dedicated to the County ("**Phase 1**"), and the second phase of development is anticipated to include an additional 400 units and an expansion of the parking garage to include additional spaces required for the new residential units plus any additional spaces requested by the County ("**Phase 2**").

County Parking Facilities: Phase 1 of the Project shall include 800 dedicated, exclusive County parking spaces in structured parking garage that also includes spaces required by Tenant for the Phase 1 residential units (the "**Shared Garage**"). Unless otherwise agreed by the parties, the Shared Garage will be financed, owned, and operated by Tenant, with the County's exclusive spaces dedicated to the County through an exclusive easement, sublease, or alternative agreement.

Prior to commencement of construction of Phase 2, the County shall retain possession of the Phase 2 area of the Premises and shall be entitled to utilize the surface parking spaces located thereon at no cost to the County.

Phase 2 of the Project shall include an expansion of the Shared Garage to include (a) any additional Tenant spaces required for the Phase 2 development and (b) any additional dedicated County spaces desired by County. County shall be responsible for funding its pro rata share of the Phase 2 expansion of the Shared Garage. By way of example, if the expansion includes 400 additional Tenant spaces and 400 additional County spaces, County shall be responsible for 50% of the cost of the expansion of the Shared Garage.

The County shall be responsible for its pro rata share of the operations and maintenance costs of the Shared Garage. By way of example, if the Shared Garage includes 1,600 total spaces and 800 County spaces, the County will be responsible for fifty percent (800 divided by 1,600) of the annual operations and maintenance costs of the Shared Garage.

Shared Parking: The parties shall negotiate in good faith regarding the shared, off-peak use of the County's dedicated parking spaces by Tenant, and of the Tenant's dedicated parking spaces by the County. By way of example, the parties may agree to allow for short-term daytime use of Tenant spaces by the County on workdays, or of the use of County spaces by Tenant during nights and weekends. The agreed terms of such shared use shall be set forth in the Lease.

Transfer Fee: If Tenant's ownership interest in the Project changes by more than 50% and Tenant realizes a profit, Tenant shall pay Landlord 50% of such profits prior to completion of construction, or 5% thereafter. This provision excludes: (i) bona fide financing, refinancing, foreclosures, and deeds/assignments-in-lieu of foreclosure with lenders; (ii) the first sale by a lender after acquiring ownership following a bona fide default under a leasehold mortgage or mezzanine financing; and (iii) investments made to fund Tenant's Project obligations, unless resulting in a cash distribution to any owner of Tenant in exchange for any portion of its interest.

Development Milestones: Tenant will use commercially reasonable efforts to construct Phase 1 in accordance with the milestones below, subject to extensions for unavoidable delay, Landlord approval delays, and Landlord-approved extensions, in each case as further defined in the Lease:

(a) Obtain all required zoning and final, non-appealable site plan approvals within 24 months of the effective date of the Lease (extendable by up to 6 months at the Mayor's or designee's reasonable discretion upon Tenant's demonstration of timely pursuit);

(b) Obtain all permits required for commencement of construction and commence construction within 30 months of the effective date (extendable by up to 6 months at the Mayor's or designee's reasonable discretion upon Tenant's demonstration of timely pursuit); and

(c) Complete construction of the first subphase within 48 months of the effective date (the "Outside Completion Date"). Tenant may extend the Outside Completion Date by up to 2 years upon payment to Landlord of an extension fee of $10,000 per month.

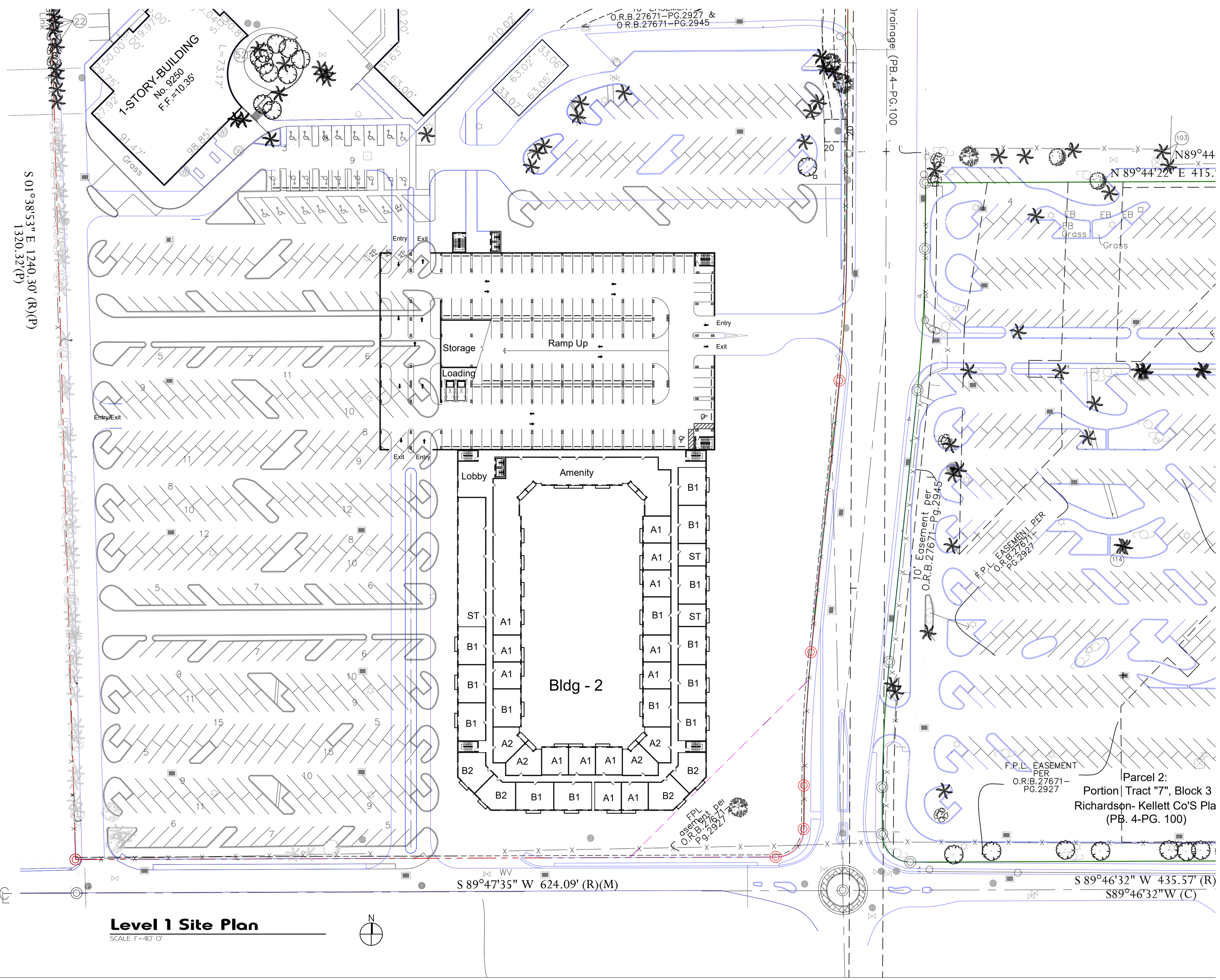
The Lease shall also include development milestones for Phase 2, which shall be 36 months later than each of the Phase 1 milestones.

Exhibit A

PHASE I

MDC FLAGLER CAMPUS

MDC014



Level 1 Site Plan

SCALE: 1"=40'-0"

MDC015

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MDC Flagler Campus - Mixed Use

Miami, Florida

CONCEPTUAL DESIGN
Current Scheme
Level 2-8 Floor Plan

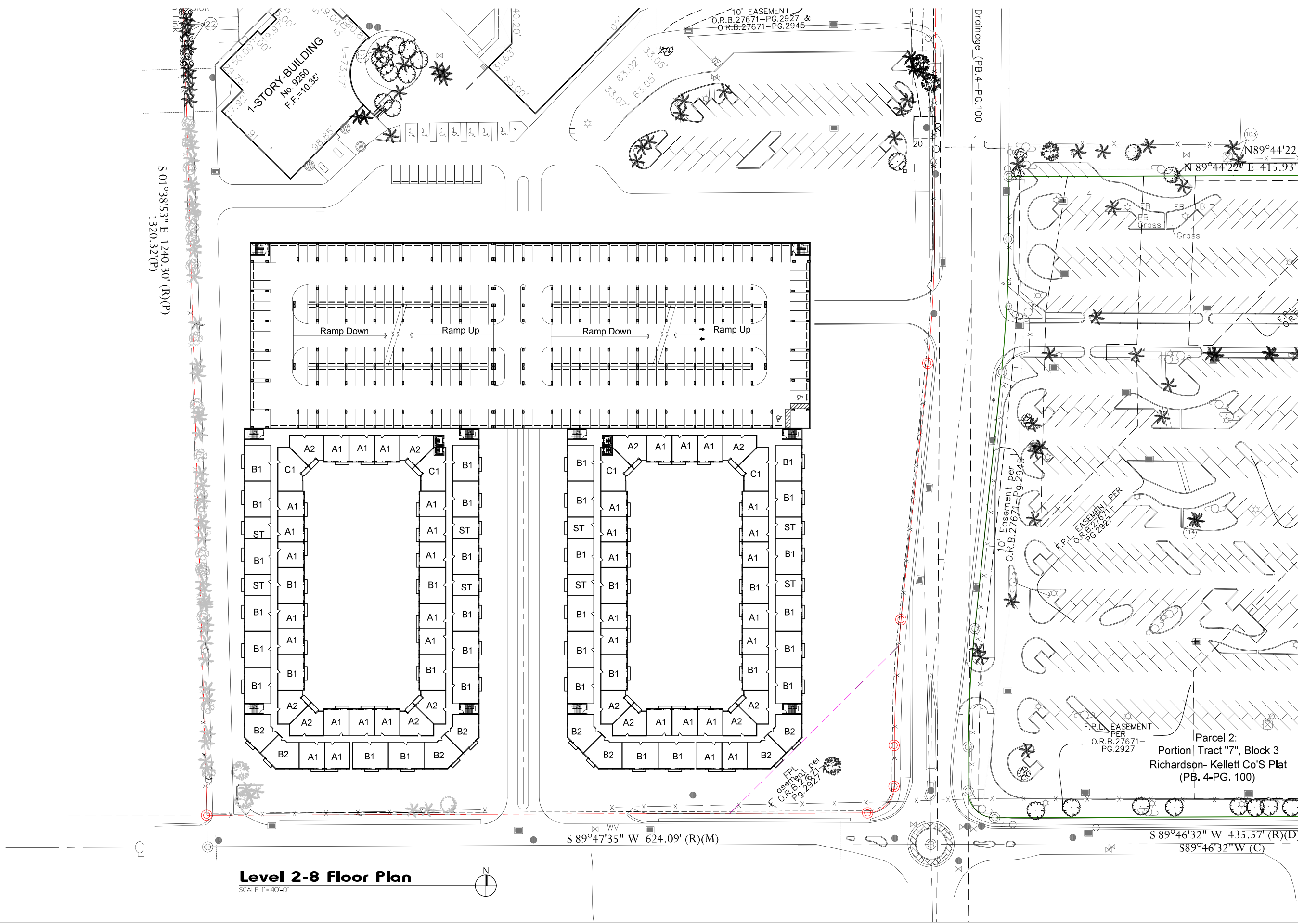
#25037
07/14/2026
SCALE: 1"=40'

MDC016

PHASE II

MDC FLAGLER CAMPUS

MDC017



Level 2-8 Floor Plan

SCALE: 1"=40'-0"

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MDC Flagler Campus - Mixed Use

Miami, Florida

CONCEPTUAL DESIGN
Current Scheme
Level 2-8 Floor Plan

#25037
07/14/2026
SCALE: 1"=40'

MDC C018

CONCEPTUAL RENDERINGS

MDC FLAGLER CAMPUS



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UniCapital
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MDC Flagler Campus - Mixed Use

Conceptual Rendering

PROJECT #25037
05-16-2025



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