

Office of School Facilities
Jaime G. Torrens, Chief Facilities Officer

SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE:

- 1) PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT AGREEMENTS BY AND AMONG THE SCHOOL BOARD, CITY OF SUNNY ISLES BEACH AND TWO DEVELOPERS IN CONNECTION WITH TWO PROPOSED RESIDENTIAL DEVELOPMENTS, AS PROVIDED UNDER THE INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING IN MIAMI-DADE COUNTY; AND**
- 2) ANY OTHER DOCUMENTATION THAT MAY BE REQUIRED TO EFFECTUATE IMPLEMENTATION OF EACH AGREEMENT**

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Background

On January 14, 2015, the School Board authorized a Public School Concurrency Proportionate Share Mitigation Development Agreement by and among the School Board, City of Sunny Isles Beach ("City") and PMG-S2 Sunny Isles, LLC (the "Agreement"). The need for the Agreement arose from the fact that the subject development failed to meet school concurrency at the elementary school level, in this case the Norman S. Edelcup/Sunny Isles Beach K-8 Concurrency Service Area (the "CSA"), by three (3) student stations; consequently, pursuant to the Interlocal Agreement for Public School Facility Planning in Miami-Dade County ("ILA"), the developer mitigated by contributing the equivalent monetary value of one elementary school classroom (i.e. twenty-two (22) student stations, net of impact fees). Establishment of a Mitigation Bank was also authorized by the Board at the January 14, 2015 meeting.

Since the mitigation contribution exceeded the number of student stations required by the particular development by nineteen (19) (the "extra seats"), and as provided under governing state law and the ILA, the developer is entitled to recover a portion of the cost of those extra seats, if subsequent residential developments impacting the same CSA

choose to purchase from the Mitigation Bank (hereinafter referred to as "Mitigation Bank #2015-002").

Additional Information

Two (2) residential developers ("Developers") are in the process of obtaining development orders from the City for new residential projects ("Residential Developments") impacting the above referenced CSA, contingent upon obtaining a school concurrency determination from the District, in accordance with the terms of the ILA. Pursuant to State Statutes and the ILA, the Residential Developments were tested for Public School Concurrency, and failed to meet the applicable level of service ("LOS") standard at the subject CSA (Norman S. Edelcup/Sunny Isles Beach K-8). As such, and in light of the availability of the extra seats in Mitigation Bank #2015-002, representatives of the Developers, the City and the District (collectively "the Parties"), reached consensus on a Mitigation option allowing each of the Developers to purchase available Banked Seats from Mitigation Bank #2015-002, at the established price of \$22,598 per seat, all subject to Board and City approval. This will require the Parties to enter into individual Public School Concurrency Proportionate Share Mitigation Agreements.

The following chart lists the two Residential Developments seeking to purchase Banked Seats from Mitigation Bank #2015-002 and relevant details. It should be noted that with purchase of these sixteen (16) seats, there will be three (3) Banked Seats in Mitigation Bank#2015-002 left to be purchased by future developers. In addition, though not required, each of the Developers has proffered a voluntary contribution, over and above the Mitigation Cost, as detailed below.

Local Government	Development	Location	Number of Seats to be purchased	Upfront Developer Cost to Purchase Banked Seats*	Additional Voluntary Developer Contribution	Total Developer Contribution
1.- Sunny Isles Beach	Beach Club Acquisition, LLC	18501 Collins Avenue	7	\$158,186	\$158,186	\$316,372
2.- Sunny Isles Beach	Sunny Isles Property Venture LLC	15701/15795 Collins Avenue	9	\$203,382	\$203,382	\$406,764

* Note: Developers will be eligible to receive Educational Facilities Impact Fee Credits up to the amount of the total purchase price of the Banked Seats.

Public School Concurrency Proportionate Share Mitigation Development Agreements

There shall be one Agreement for each of the two (2) Residential Developments. Each Agreement between the Board, City and Developer shall contain, substantially, the following terms and conditions:

- the Developer shall make an upfront monetary contribution to the Board for each available Banked Seat purchased from Mitigation Bank #2015-002, at the established price of \$22,598 per seat, and as shown in the table above;
- in addition, Beach Club Acquisition, LLC is voluntarily contributing the value of seven (7) elementary school seats, over and above the Mitigation Cost, in the amount of \$158,186; and Sunny Isles Property Venture LLC is voluntarily contributing the value of nine (9) elementary school seats, over and above the Mitigation Cost, in the amount of \$203,382, as a part of the above referenced Mitigation Agreement;
- upon the full execution of the Agreement by all appropriate Parties and receipt of payment, the District shall issue a Finding of Available School Facility Capacity ("Finding"). Issuance of the Finding by the District shall be a pre-condition to issuance of building permits by the City for the subject Residential Development;
- as required under governing state law and the ILA, the District shall provide each Developer an Educational Facilities Impact Fee Credit of up to the total price of the seat(s) purchased, once the final amount of the impact fee payment is known;
- the Agreement shall expire upon the Parties' completion of their performance of all obligations under the Agreement or within six (6) years from the date that the Agreement is executed by all Parties, whichever comes first;
- the Developer may assign its rights, obligations and responsibilities under this Agreement to a third party purchaser of all or any part of fee simple title to the Residential Development. Any such assignment shall be in writing and shall require the prior written consent of all of the Parties;
- the Developer shall pay all recordation costs to the District necessary to record the Agreement and any related documentation, including without limitation, Assignments, if any, and Releases;
- in the event of any dispute among the Parties, each Party shall be responsible for its own Attorney's fees, and the Parties waive trial by Jury in any action, proceeding or counterclaim brought by any Party against any other Party or Parties with respect to any matter arising under the Agreement; and
- for purposes of this Agreement, the Superintendent or his/her designee shall be the Party designated by the Board to grant or deny any and all approvals required under the Agreement, including, without limitation, issuance of reports.

The City will be considering the two Agreements at its Commission meeting of April 16, 2015, and execution of the Agreements by the Board shall be contingent on approval of

the Agreements by the City at its meeting. Each Agreement will be reviewed by the School Board Attorney's Office prior to execution.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute:

- 1) public school concurrency proportionate share mitigation development agreements by and among the School Board, City of Sunny Isles Beach and two developers in connection with two proposed residential developments, as provided under the Interlocal Agreement for Public School Facility Planning in Miami-Dade County, and under, substantially, the terms and conditions noted above; and
- 2) any other documentation that may be required to effectuate implementation of each Agreement.

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Location Map

