

# MEMORANDUM

Agenda Item No. 11(A)(25)

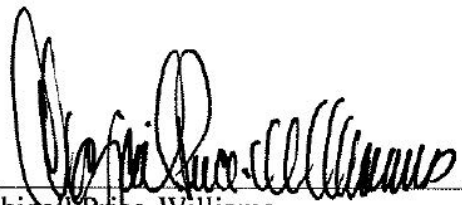
**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** October 6, 2020

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution authorizing conveyance, in accordance with section 125.379(2), Florida Statutes, of three County-owned properties to The Ark of The City, incorporated, a Florida not-for-profit corporation, at a price of \$10.00, for the purpose of developing such properties with affordable multi-family housing to be rented to very low-, low- or moderate income households in accordance with section 125.379, Florida Statutes; waiving Resolution No. R-407-19 requiring four weeks advance written notice prior to Board consideration; authorizing the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute a County Deed; and authorizing the County Mayor to take all action necessary to enforce the provisions set forth in such County Deed, to provide copies of the recorded County Deed and the restrictive covenant required therein to the Property Appraiser, to execute a Rental Regulatory Agreement and enforce the provisions therein, and to ensure placement of appropriate signage

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairwoman Audrey M. Edmonson.

  
Abigail Price-Williams  
County Attorney

APW/smm

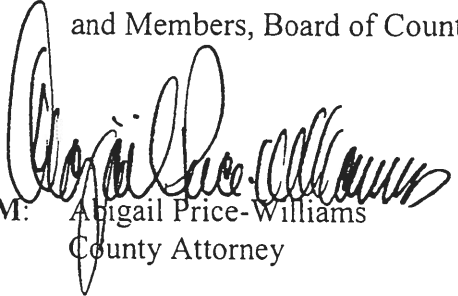


# MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

DATE: October 6, 2020

FROM:   
Abigail Price-Williams  
County Attorney

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

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ 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. 11(A)(25)  
10-6-20

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

RESOLUTION AUTHORIZING CONVEYANCE, IN ACCORDANCE WITH SECTION 125.379(2), FLORIDA STATUTES, OF THREE COUNTY-OWNED PROPERTIES TO THE ARK OF THE CITY, INCORPORATED, A FLORIDA NOT-FOR-PROFIT CORPORATION, AT A PRICE OF \$10.00, FOR THE PURPOSE OF DEVELOPING SUCH PROPERTIES WITH AFFORDABLE MULTI-FAMILY HOUSING TO BE RENTED TO VERY LOW-, LOW- OR MODERATE INCOME HOUSEHOLDS IN ACCORDANCE WITH SECTION 125.379, FLORIDA STATUTES; WAIVING RESOLUTION NO. R-407-19 REQUIRING FOUR WEEKS ADVANCE WRITTEN NOTICE PRIOR TO BOARD CONSIDERATION; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE A COUNTY DEED; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTION NECESSARY TO ENFORCE THE PROVISIONS SET FORTH IN SUCH COUNTY DEED, TO PROVIDE COPIES OF THE RECORDED COUNTY DEED AND THE RESTRICTIVE COVENANT REQUIRED THEREIN TO THE PROPERTY APPRAISER, TO EXECUTE A RENTAL REGULATORY AGREEMENT AND ENFORCE THE PROVISIONS THEREIN, AND TO ENSURE PLACEMENT OF APPROPRIATE SIGNAGE

**WHEREAS**, The Ark of The City, Incorporated (Ark of the City”), is a Florida not-for-profit corporation (“Ark of the City”), which is organized for the purpose of giving back to underprivileged inner city children who would otherwise not have an opportunity to enjoy the basic things such as Christmas, Thanksgiving, and back to school activities; and

**WHEREAS**, Ark of the City is partnering with AAA Investment Group 1, LLC a developer with 15 years of experience to build affordable housing in the County; and

**WHEREAS**, on January 13,2019, Ark of the City submitted an application to the County Commissioner of District 3, a copy of which is attached hereto as Attachment “A” and incorporated herein by reference, requesting that the County convey three County-owned properties (“properties”) to Ark of the City; and

**WHEREAS**, the properties are more fully described in Attachments “B,” “C,” and “D” attached hereto and incorporated herein by reference; and

**WHEREAS**, Ark of the City proposes to develop the properties with affordable multi-family housing to be rented to very low, low- or moderate income households, whose incomes do not exceed 120 percent of area median income in accordance with section 125.379, Florida Statutes; and

**WHEREAS**, pursuant to Administrative Order No. 8-4, Miami-Dade Internal Services Department previously announced the availability of the properties to all County departments and determined there was no interest in the properties; and

**WHEREAS**, on April 14, 2019, this Board adopted Resolution No. R-407-19, which requires the County Mayor or County Mayor’s designee to provide written notice to the public no less than four weeks prior to consideration by this Board, or any Committee of this Board, of any proposed conveyance or lease of County-owned property without competitive bidding under section 125.379, Florida Statutes; and

**WHEREAS**, in light of the current events including local stay-at-home orders, Ark of the City has not had the opportunity to comply with the requirements of Resolution No. R-407-19, but there is a great need for the housing that the conveyance of the properties will afford; and

**WHEREAS**, accordingly, this Board desires to waive the four-week notice requirement set forth in Resolution No. R-409-19; and

**WHEREAS**, in accordance with Resolution Nos. R-376-11 and R-333-14, background information concerning the properties is included in Attachment “E,” which is attached hereto and incorporated herein by reference; and

**WHEREAS**, this Board has reviewed the information in Attachment “E,” and this Board is satisfied; and

**WHEREAS**, section 125.379(1), Florida Statutes, requires each county to prepare an inventory list at least every three years of all real properties that are appropriate for use as affordable housing and further allows the governing body of the County to revise the inventory list upon conclusion of a public hearing held before the governing body; and

**WHEREAS**, on November 17, 2017, this Board adopted Resolution No. R-979-17, which declared the properties, among others, as surplus, and revised the County's affordable housing inventory list to include the properties in accordance with section 125.379(1), Florida Statutes; and

**WHEREAS**, Ark of the City, subject to a reverter, shall develop the properties, in accordance with section 125.379, Florida Statutes and a rental regulatory agreement, with multi-family housing to be rented to very low-, low- or moderate-income households whose incomes do not exceed 120 percent of area median income, within two years of the recording of the County Deed, unless such time is extended by this Board,

**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.** Pursuant to section 125.379(2), Florida Statutes, this Board hereby approves the conveyance of three County-owned properties previously declared surplus in accordance with Resolution No. R-979-17 to The Ark of the City, Incorporated ("Ark of the City") for a price of \$10.00. Ark of the City, subject to a reverter, shall develop the properties, in accordance with the Infill Housing Program and section 125.379, Florida Statutes, with multi-family housing to be rented to very low-, low- or moderate-income households whose incomes do not exceed 120 percent of area median income, within two years of the recording of the County Deed, unless such time is extended by this Board.

**Section 3.** This Board waives the requirement of Resolution No. R-407-19 that the public notice be posted no less than four weeks prior to Board consideration.

**Section 4.** Pursuant to section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson to execute the County Deed, in substantially the forms attached hereto as Attachment “F” and incorporated herein by reference.

**Section 5.** This Board further authorizes the County Mayor or County Mayor’s designee to take all actions necessary to effectuate the conveyance, to exercise all rights set forth in the County Deed, other than those reserved to this Board therein, including, but not limited to, exercising the County’s option to enforce its reversionary interest after conducting all due diligence, including title searches and environmental reviews. In the event, the County Mayor or the County Mayor’s designee should exercise the County’s reversionary interest, then the County Mayor or County Mayor’s designee shall execute and record an instrument approved by the County Attorney’s Office in the public records of Miami-Dade County and provide a copy of such instrument to the County Property Appraiser. This Board further authorizes the County Mayor or County Mayor’s designee to receive on behalf of the County from Ark of the City, after conducting all due diligence, including, but not limited to, title searches, and environmental reviews, a deed(s) which conveys the properties back to the County in the event Ark of the City is unable or fails to comply with the deed restrictions set forth in the County Deed. Upon the receipt of a deed(s) from Ark of the City, the County Mayor or County Mayor’s designee shall record such deed(s) in the public records of Miami-Dade County. Notwithstanding the foregoing, any extensions beyond the two years to complete the construction of the affordable housing units contemplated herein shall be subject to this Board’s approval.

**Section 6.** This Board authorizes the County Mayor or County Mayor's designee to execute on behalf of the County a rental regulatory agreement following approval by the County Attorney's Office, in generally the form attached hereto as Attachment "G" and incorporated herein. The County Mayor or County Mayor's designee is authorized to negotiate rents for each of the units constructed on the properties with Ark of the City; however such rents shall be based upon no more than 120 percent of area median income as determined for Miami-Dade County by the United States Department of Housing and Urban Development. The County Mayor or County Mayor's designee is further authorized to take all steps necessary to enforce the terms of the rental regulatory agreement. This Board authorizes the County Mayor or County Mayor's designee or Ark of the City to record the rental regulatory agreement in the public records of Miami-Dade County and, in accordance with Resolution No. R-791-14, provide the Miami-Dade County Property Appraiser with a copy of the rental regulatory agreement.

**Section 7.** This Board directs the County Mayor or County Mayor's designee to (i) ensure that proper signage is placed on the properties identifying the County's name and the name of the district commissioner; (ii) provide copies of the recorded County Deed and the restrictive covenants required by the County Deed to the Property Appraiser; and (iii) appoint staff to monitor compliance with the terms of the conveyance.

**Section 8.** This Board directs the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the County Deed, covenants, reverts and mortgages creating or reserving a real property interest in favor of the County and to provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. This Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Chairwoman Audrey M. Edmonson. It was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	
Rebeca Sosa, Vice Chairwoman	
Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 6<sup>th</sup> day of October, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

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

Approved by County Attorney as  
to form and legal sufficiency.



Terrence A. Smith





January 13th, 2019

Dear Commissioner Edmonson,

Thank you for taking the time to meet with me on January 7<sup>th</sup> 2019, regarding future affordable housing in District 3. Ark of the City has serviced constituents in the City of Miami and Miami-Dade County for the past 12 years.

As discussed, we are interested in developing affordable housing in Miami-Dade County.

We are requesting the following properties.

Folio #:

01-3114-018-1050

01-3114-018-1060

01-3114-018-1070

Thank you for all you do for the residents of District 3. We look forward to working with you.

Warm Regards

A handwritten signature in black ink, appearing to read "Terry Elliott, Sr.", written in a cursive style.

Terry Elliott, Sr.

Founder

Ark of the City

Ark Of The City  
6100 N.W. 2<sup>nd</sup> Ave  
Miami, Fl. 33127

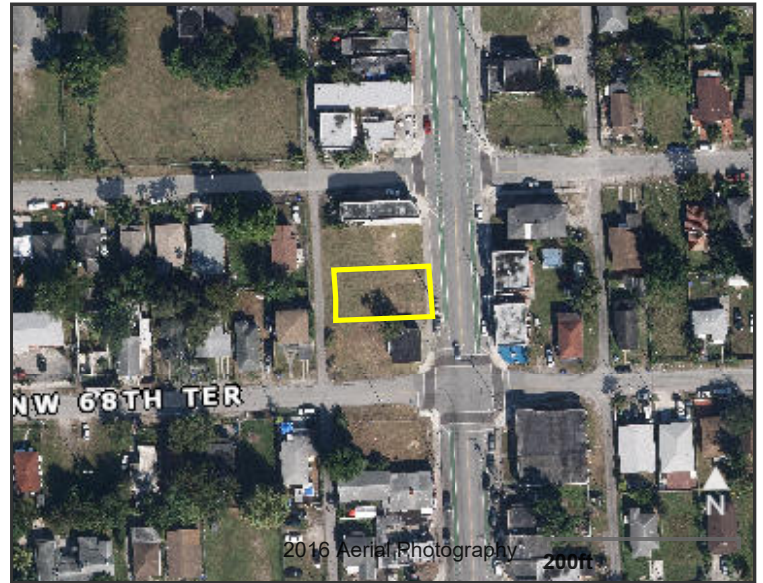


# OFFICE OF THE PROPERTY APPRAISER

## Detailed Report

Generated On : 9/8/2020

Property Information	
Folio:	01-3114-018-1050
Property Address:	6846 NW 15 AVE Miami, FL 33147-7167
Owner	MIAMI DADE COUNTY ISD R/E MGMT
Mailing Address	111 NW 1 ST STE #2460 MIAMI, FL 33128 USA
PA Primary Zone	4801 RESIDENTIAL-LIMITED RETAI
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	5,000 Sq.Ft
Year Built	0



Assessment Information			
Year	2020	2019	2018
Land Value	\$35,000	\$35,000	\$30,000
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$35,000	\$35,000	\$30,000
Assessed Value	\$35,000	\$33,000	\$30,000

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction		\$2,000	
County	Exemption	\$35,000	\$33,000	\$30,000
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Taxable Value Information			
	2020	2019	2018
<b>County</b>			
Exemption Value	\$35,000	\$33,000	\$30,000
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$35,000	\$35,000	\$30,000
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$35,000	\$33,000	\$30,000
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$35,000	\$33,000	\$30,000
Taxable Value	\$0	\$0	\$0

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

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# OFFICE OF THE PROPERTY APPRAISER

Generated On : 9/8/2020

## Property Information

**Folio:** 01-3114-018-1050

**Property Address:** 6846 NW 15 AVE

## Roll Year **2020** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	T4-O	4801	Square Ft.	5,000.00	\$35,000

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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# OFFICE OF THE PROPERTY APPRAISER

Generated On : 9/8/2020

## Property Information

**Folio:** 01-3114-018-1050

**Property Address:** 6846 NW 15 AVE

## Roll Year **2019** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	T4-O	4801	Square Ft.	5,000.00	\$35,000

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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# OFFICE OF THE PROPERTY APPRAISER

Generated On : 9/8/2020

## Property Information

**Folio:** 01-3114-018-1050

**Property Address:** 6846 NW 15 AVE Miami, FL 33147-7167

## Roll Year **2018** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	T4 O	4801	Square Ft.	5,000.00	\$30,000

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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# OFFICE OF THE PROPERTY APPRAISER

Generated On : 9/8/2020

## Property Information

**Folio:** 01-3114-018-1050

**Property Address:** 6846 NW 15 AVE

## Full Legal Description

NEW LIBERTY CITY PB 39-28

LOTS 17 & 18 BLK 5

LOT SIZE 50.000 X 100

OR 18921-172 1299 3

## Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
01/23/2012	\$0	28332-2208	Corrective, tax or QCD; min consideration
11/17/2010	\$100	27203-0914	Federal, state or local government agency

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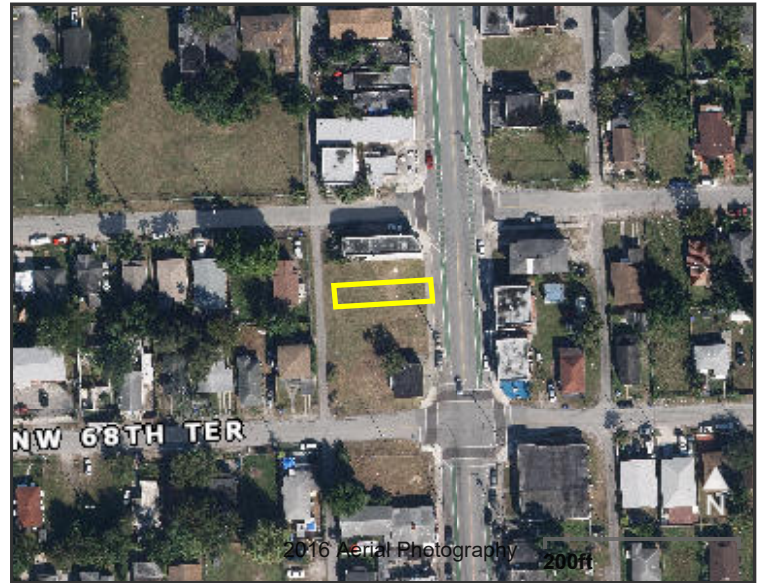
## Detailed Report

Generated On : 9/8/2020

Property Information	
Folio:	01-3114-018-1060
Property Address:	6850 NW 15 AVE Miami, FL 33147-7167
Owner	MIAMI-DADE COUNTY GSA R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128-1929
PA Primary Zone	4801 RESIDENTIAL-LIMITED RETAI
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	2,500 Sq.Ft
Year Built	0

Assessment Information			
Year	2020	2019	2018
Land Value	\$17,500	\$17,500	\$15,000
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$17,500	\$17,500	\$15,000
Assessed Value	\$17,500	\$16,500	\$15,000

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction		\$1,000	
County	Exemption	\$17,500	\$16,500	\$15,000
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				



Taxable Value Information			
	2020	2019	2018
<b>County</b>			
Exemption Value	\$17,500	\$16,500	\$15,000
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$17,500	\$17,500	\$15,000
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$17,500	\$16,500	\$15,000
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$17,500	\$16,500	\$15,000
Taxable Value	\$0	\$0	\$0

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# OFFICE OF THE PROPERTY APPRAISER

Generated On : 9/8/2020

## Property Information

**Folio:** 01-3114-018-1060

**Property Address:** 6850 NW 15 AVE

## Roll Year **2020** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	T4-O	4801	Square Ft.	2,500.00	\$17,500

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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# OFFICE OF THE PROPERTY APPRAISER

Generated On : 9/8/2020

## Property Information

**Folio:** 01-3114-018-1060

**Property Address:** 6850 NW 15 AVE

## Roll Year **2019** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	T4-O	4801	Square Ft.	2,500.00	\$17,500

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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# OFFICE OF THE PROPERTY APPRAISER

Generated On : 9/8/2020

## Property Information

**Folio:** 01-3114-018-1060

**Property Address:** 6850 NW 15 AVE Miami, FL 33147-7167

## Roll Year **2018** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	T4 O	4801	Square Ft.	2,500.00	\$15,000

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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# OFFICE OF THE PROPERTY APPRAISER

Generated On : 9/8/2020

## Property Information

**Folio:** 01-3114-018-1060

**Property Address:** 6850 NW 15 AVE

Full Legal Description
NEW LIBERTY CITY PB 39-28
LOT 19 BLK 5
LOT SIZE 25.000 X 100
OR 22032-428 0203 3

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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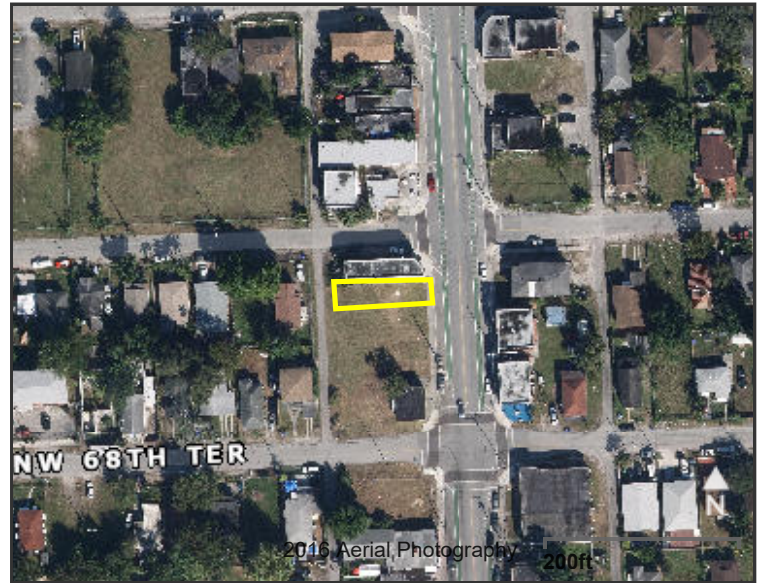


# OFFICE OF THE PROPERTY APPRAISER

## Detailed Report

Generated On : 9/8/2020

Property Information	
Folio:	01-3114-018-1070
Property Address:	6858 NW 15 AVE Miami, FL 33147-7167
Owner	MIAMI DADE COUNTY ISD R/E MGMT
Mailing Address	111 NW 1ST STREET STE 2460 MIAMI, FL 33128
PA Primary Zone	4801 RESIDENTIAL-LIMITED RETAI
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	2,500 Sq.Ft
Year Built	0



Assessment Information			
Year	2020	2019	2018
Land Value	\$17,500	\$17,500	\$15,000
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$17,500	\$17,500	\$15,000
Assessed Value	\$17,500	\$16,500	\$15,000

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction		\$1,000	
County	Exemption	\$17,500	\$16,500	\$15,000
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Taxable Value Information			
	2020	2019	2018
<b>County</b>			
Exemption Value	\$17,500	\$16,500	\$15,000
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$17,500	\$17,500	\$15,000
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$17,500	\$16,500	\$15,000
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$17,500	\$16,500	\$15,000
Taxable Value	\$0	\$0	\$0

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Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 9/8/2020

## Property Information

**Folio:** 01-3114-018-1070

**Property Address:** 6858 NW 15 AVE

## Roll Year **2020** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	T4-O	4801	Square Ft.	2,500.00	\$17,500

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 9/8/2020

## Property Information

**Folio:** 01-3114-018-1070

**Property Address:** 6858 NW 15 AVE

## Roll Year **2019** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	T4-O	4801	Square Ft.	2,500.00	\$17,500

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 9/8/2020

## Property Information

**Folio:** 01-3114-018-1070

**Property Address:** 6858 NW 15 AVE Miami, FL 33147-7167

## Roll Year **2018** Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	T4 O	4801	Square Ft.	2,500.00	\$15,000

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value

Extra Features			
Description	Year Built	Units	Calc Value

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Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 9/8/2020

## Property Information

**Folio:** 01-3114-018-1070

**Property Address:** 6858 NW 15 AVE

## Full Legal Description

14 53 41  
NEW LIBERTY CITY PB 39-28  
LOT 20 BLK 5  
LOT SIZE 25.000 X 100  
OR 23404-1032 0505 3

## Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
02/06/2014	\$0	29022-0415	Corrective, tax or QCD; min consideration
08/01/2004	\$0	22601-1015	Sales which are disqualified as a result of examination of the deed
07/01/1989	\$0	14191-2096	Sales which are disqualified as a result of examination of the deed
05/01/1989	\$0	14360-1425	Sales which are disqualified as a result of examination of the deed
01/01/1987	\$0	14097-2236	Sales which are disqualified as a result of examination of the deed

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Version:



# Attachment "E"

## LOT INFORMATION IN ACCORDANCE WITH RESOLUTION R-376-11 AND R-333-15 THE ARK OF THE CITY, INCORPORATED

FOLIO	ANNUAL TAX REVENUE GENERATE	LOT SIZE	COMM DISTRICT	2020 MARKET VALUE	LEGAL DESCRIPTION	ZONING	ANNUAL COST TO MAINTAIN	ADDRESS	CIRCULATED TO COUNTY DEPARTMENTS	SURPLUS	DEED TYPE
1 <b>0131140181050</b>	\$745.43	5,000 SQ. FT.	3	\$35,000□	NEW LIBERTY CITY PB 39-28 LOTS 17 & 18 BLK 5	T4-O	\$307.00	6846 NW 15 AVE	YES 8/25/2017	YES R-979-17	QUIT CLAIM DEED 1/23/2012
2 <b>0131140181060</b>	\$372.72	2,500 SQ. FT.	3	\$17,500□	NEW LIBERTY CITY PB 39-28 LOT 19 BLK 5	T4-O	\$154.00	6850 NW 15 AVE	YES 8/25/2017	YES R-979-17	ESCHEATMENT TAX DEED 2/2/2004
3 <b>0131140181070</b>	\$372.72	2,500 SQ. FT.	3	\$17,500□	14 53 41 NEW LIBERTY CITY PB 39-28 LOT 20 BLK 5	T4-O	\$154.00	6858 NW 15 AVE	YES 8/25/2017	YES R-979-17	ESCHEATMENT TAX DEED 1/13/2014

## ATTACHMENT F

Instrument prepared by and returned to:

Terrence A. Smith

Assistant County Attorney

111 N.W. 1<sup>st</sup> Street, Suite 2810

Miami, Florida 33128

Folio No: See Exhibit "A" attached.

## COUNTY DEED

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2020 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **THE ARK OF THE CITY, INCORPORATED**, a Florida not-for-profit corporation ("Ark of the City"), whose address is 6100 NW 2nd Ave, Miami, Florida 33127, its successors and assigns.

**WITNESSETH** that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by Ark of the City, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Ark of the City, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

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

**THIS CONVEYANCE IS SUBJECT TO** all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed by Ark of the City with affordable multi-family housing ("Dwelling Units") in accordance with section 125.379, Florida Statutes. Ark of the City shall rent such Dwelling Units to very-low, low and moderate income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose incomes do not exceed 120% of area median income. Further, at financial closing shall execute and record in the Public Records of Miami-Dade County a rental regulatory agreement, in a form approved by the County in its sole discretion, governing the rental of the Dwelling Units which shall be a restrictive covenant as to the Properties
2. That the Properties shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this paragraph 2, the County may, in its sole discretion, waive this requirement upon the Miami-Dade Board of County Commissioners finding it necessary to extend the timeframe in which Ark of the City must complete the Dwelling Units. In order for such waiver by the County to be effective, it shall:
  - a. Be given by the County Mayor or the County Mayor's designee prior to

the event of the reverter; and

- b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which Ark of the City must complete the Dwelling Units. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), Ark of the City shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be rented within the Target Area. The County will provide a list of former Scott/Carver residents in order for Ark of the City to notify these residents of the availability of homeownership opportunities.
4. That Ark of the City shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners.
5. That Ark of the City shall pay real estate taxes and assessments on the Properties or any part thereof when due. Ark of the City shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Ark of the City may encumber the Properties with:
  - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
  - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
  - c) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.
6. The recordation, together with any mortgage purporting to meet the requirements of paragraph 5(a) or 5(b) above, of a statement of value by a

Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an “institutional lender” shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term “Institutional lender” shall be deemed to include Miami-Dade County and its respective successors and assigns.

7. If in the sole discretion of the County, the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by Ark of the City, or if Ark of the City fails to construct the Dwelling Units described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if Ark of the City ceases to exist, or if any term of this County Deed is not complied with, Ark of the City shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If Ark of the City fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, Ark of the City shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by Ark of the City. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
8. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County’s sole discretion, the County shall furnish Ark of the City with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

BY ITS BOARD OF  
COUNTY COMMISSIONERS

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

By: \_\_\_\_\_  
Audrey M. Edmonson, Chairwoman

Approved for legal sufficiency:

By: \_\_\_\_\_  
Terrence A. Smith  
Assistant County Attorney

The foregoing was authorized by Resolution No. R-\_\_\_\_-20 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_ day of \_\_\_\_\_, 2020.

IN WITNESS WHEREOF, the representative of **THE ARK OF THE CITY, INCORPORATED**, a Florida not-for-profit corporation, has caused this document to be executed by their respective and duly authorized representative on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, and it is hereby approved and accepted.

\_\_\_\_\_  
Witness/Attest

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness/Attest

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ as \_\_\_\_\_, on behalf of **THE ARK OF THE CITY, INCORPORATED**, a Florida not-for-profit corporation. S/he is personally known to me or has produced a Florida Driver's License No. \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:

Commission Number: \_\_\_\_\_

## EXHIBIT A

### FOLIO NUMBERS

### LEGAL DESCRIPTIONS

01-3114-018-1050	NEW LIBERTY CITY PB 39-28 LOTS 17 & 18 BLK 5
01-3114-018-1060	NEW LIBERTY CITY PB 39-28 LOT 19 BLK 5
01-3114-018-1070	NEW LIBERTY CITY PB 39-28 LOT 20 BLK 5

## ATTACHMENT “G”

This Instrument Was Prepared By:  
Terrence A. Smith  
Assistant County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128

Record and Return to:

\_\_\_\_\_

### **MIAMI-DADE COUNTY** **RENTAL REGULATORY AGREEMENT**

**WHEREAS**, pursuant to Resolution No. \_\_\_\_\_ adopted by the Miami-Dade County Board of County Commissioners, on \_\_\_\_\_, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the “County”), whose address is 111 N.W. 1<sup>st</sup> Street, Miami, Florida 33128, is authorized to convey certain properties to **THE ARK OF THE CITY, INCORPORATED**, a Florida not-for-profit corporation, its heirs, successors and assigns (hereinafter referred to as the “Owner”), whose address 6100 NW 2nd Ave, Miami, Florida 33127 for the purposes outlined in that certain County Deed, dated \_\_\_\_\_, 2020 and recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Miami-Dade County, Florida, executed simultaneously with this Rental Regulatory Agreement (the “Agreement”); and

**WHEREAS**, in connection with receipt of the County Deed, the Owner agrees to maintain the rents at certain prescribed rates, as set forth in this Agreement,

**NOW, THEREFORE**, for and in consideration of Ten dollars (\$10.00), the promises and covenants contained in this Agreement and for other good and valuable consideration received and acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Owner and the County hereby agree as follows:

**PROPERTY ADDRESS:**

**LEGAL DESCRIPTION**



**OF PROPERTY:** The real property legally described and attached hereto in Exhibit A and located in Miami-Dade County (hereinafter referred to as the "Property")

**DWELLING UNITS:** \_\_\_\_\_ units

**WITNESSETH:**

- I. Owner agrees with respect to the Property for the period beginning on the date of recordation of the Loan Documents, and ending on the last day of the thirtieth (30th) year after the year in which the Project is completed, that:
- a) Regardless of any maximum rent allowed, all the units must have rents which are equal to or less than \_\_\_\_\_% of annual incomes for households at \_\_\_\_\_% of median income adjusted for family size, minus tenant-paid utilities. Accordingly, the maximum initial approved rental rates for this property are indicated in Exhibit B attached hereto.
  - b) This Agreement shall be a recorded restrictive covenant on the Property, and all buildings and other improvements constructed or to be constructed thereon (collectively, the "Project"). The subject matter of this Agreement and the covenants set forth herein touch and concern the Property. It is the intent of the parties that this Agreement and the covenants set forth herein run with the Property. This Agreement shall be binding on the Property, the Project, and all portions thereof, and upon any purchaser, grantee, transferee, owner or lessee or any portion thereof, and on the heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner or lessee and on any other person or entity having any right, title or interest in the Property, the Project, or any portion thereof, for the length of time that this Agreement shall be in force. Owner hereby makes and declares these restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for the period stated in the preamble above, without regard to payment or satisfaction of any debt owed by Owner to the County or the expiration of any Contract between the Owner and the County.
  - c) The above rentals will include the following services to each unit: **[INSERT TERMS]**
  - d) Owner agrees that upon any violation of the provisions of this agreement, the County, through its agent, the County may give written notice thereof to the Owner, by registered mail, at the address stated in this agreement, or such other address or addresses as may subsequently be designated by the Owner in writing to the County, and in the event Owner does not cure such default (or take measures reasonably satisfactory to the County to cure such default), within thirty (30) days after the date of notice, or within such further time as the County may determine is necessary for correction, the County may, without further notice, declare a default under the Mortgage and/or this Agreement, and effective upon the date of such default, the County may:

- i) Declare the whole indebtedness under the Note evidencing the Loan immediately due and payable and then proceed with foreclosure of the Mortgage;
- ii) Apply to any court, County, State or Federal, for any specific performance of this agreement; for an injunction against the violation of this agreement; or for such relief as may be appropriate since the injury to the County arising from a default remaining uncured under any of the terms of this agreement would be irreparable, and the amount of damage would be difficult to ascertain.

Notwithstanding the foregoing, the County hereby agrees that any cure of any default made or tendered by the Owner's investor limited partner/managing member, \_\_\_\_\_, shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by Owner. Copies of all notices which are sent to Owner under the terms of this Agreement shall also be sent to \_\_\_\_\_.

- e) Owner further agrees that it will, during the term of this Agreement: furnish each resident at the time of initial occupancy, a written notice that the rents to be charged for the purposes and services included in the rents are approved by the County pursuant to this Agreement; that they will maintain a file copy of such notice with a signed acknowledgment of receipt by each resident; and, that such notices will be made available for inspection by the County during regular business hours.
- f) Owner agrees that the unit shall meet the energy efficiency standards promulgated by the Secretary of the United States Department of Housing and Urban Development (hereafter "HUD").
- g) Owner agrees that all residential tenant leases of the Units shall (a) be for an initial term of not less than one year, (b) be renewed at the end of each term except for good cause or mutual agreement of Owner and residential tenant.

- II. The County and Owner agree that rents may increase as median income increases as published by HUD. Any other adjustments to rents will be made only if the County (and HUD if applicable), in their sole and absolute discretion, find any adjustments necessary to support the continued financial viability of the project and only by an amount that the County (and HUD if applicable) determine is necessary to maintain continued financial viability of the project.

Owner will provide documentation to justify a rental increase request not attributable to increases in median income. Within thirty (30) days of receipt of such documentation, the County will approve or deny, as the case may be, in its sole and absolute discretion, all or a portion of the rental increase in excess of the amount that is directly proportional to the most recent increase in Median Annual Income. In no event, however, will any increase directly proportional to an increase in Median Annual Income be denied.

- III. Except as otherwise noted, all parties expressly acknowledge that the County shall perform all actions required to be taken by Miami-Dade County pursuant to Paragraphs 4, 5, 6 and 7, hereof for the purpose of monitoring and implementing all the actions required under this Agreement.

In addition, thirty (30) days prior to the effective date of any rental increase, the Owner shall furnish the County with notification provided to tenants advising them of the increase.

I. Occupancy Reports.

The Owner shall, on an annual basis, furnish PHCD with an occupancy report, which provides the following information:

- A) At the end date of each reporting period, a list of all occupied apartments to include but not limited to the following:
  - 1. Composition of each resident family,
  - 2. Families moving into, already living in, or who have recently lived in Public Housing; or the Section 8 Rental Certificate, Rental Voucher, or Moderate Rehabilitation Programs,
  - 3. Income requirements,
  - 4. Eligibility factors, e.g. credit history, criminal background, etc.
  - 5. Demographic information to include racial and ethnic makeup of the tenants, and
  - 6. Steps taken to make the Property accessible to the disabled, including but not limited to the steps taken by the Owner to comply with all applicable laws and regulations such as the federal, state and local fair housing laws, the Americans with Disabilities Act and the Uniform Federal Accessibility Standards requirements.
- B) A list of all vacant apartments, as of the end date of the reporting period.
- C) The total number of vacancies that occurred during the reporting period.
- D) The total number of units that were re-rented during the reporting period, stating family size and income.
- E) The Owner shall upon written request of PHCD allow representatives of PHCD to review and copy any and all of tenant files, including but not limited to executed leases and tenant income information.

II. Inspections

Pursuant to 42 U.S.C. § 12755, the Owner shall maintain the Property in compliance with all applicable federal housing quality standards, receipt of which is acknowledged by the Owner, and contained in Sec. 17-1, et seq., Code of Miami-Dade County, pertaining to minimum housing standards (collectively, "Housing Standards").

- A) PHCD shall annually inspect the Property, including all dwelling units and common areas, to determine if the Property is being maintained in compliance with federal Housing Quality Standards and any applicable Miami-Dade County Minimum Housing

Codes. Annual inspections shall be at the rates and for the activities noted in the Rental Regulatory Agreement, Compliance, and Monitoring Unit Per Unit Cost Schedule attached as Exhibit C . Should the Owner be awarded funds through PHCD's request for application (RFA) process, said per unit cost in Exhibit C, shall be waived. The Owner will be furnished a copy of the results of the inspection within thirty (30) days, and will be given thirty (30) days from receipt to correct any deficiencies or violations of the property standards of the Miami-Dade County Minimum Housing Codes or Housing Standards.

- B) At other times, at the request of the Owner or of any tenant, PHCD may inspect any unit for violations to the property standards of any applicable Miami-Dade County Minimum Housing Codes or Housing Standards. The tenant and the Owner will be provided with the results of the inspection and the time and method of compliance and corrective action that must be taken.
- C) The dwelling units shall contain at least one bedroom of appropriate size for each two persons.

### III. Lease Agreement, Selection Policy and Management Plan

Prior to initial rent-up and occupancy, the Owner will submit the following documents to PHCD:

- A) Proposed form of resident application.
- B) Proposed form of occupancy agreement.
- C) Applicant screening and tenant selection policies.
- D) Maintenance and management plan which shall include the following information:
  - 1. A schedule for the performance of routine maintenance such as up-keep of common areas, extermination services, etc.
  - 2. A schedule for the performance of non-routine maintenance such as painting and reconditioning of dwelling units, painting of building exteriors, etc.
  - 3. A list of equipment to be provided in each dwelling unit.
  - 4. A proposed schedule for replacement of dwelling equipment.
  - 5. A list of tenant services, if any, to be provided to residents.
- E) At any time (monthly, quarterly, annually), the Owner agrees that the County has the right to:
  - 1. Evaluate and test the Waiting List Policies.
  - 2. Pull records to review and assess any and all abnormalities relative to the demographic mix. Ensure fair and equal access to the units were offered by the Owner and its agents.

The Owner agrees that the County has the right to refer eligible applicants for housing. The Owner shall not deny housing opportunities to eligible, qualified families, including those with Section 8 Housing Choice Vouchers, unless the Owner is able to demonstrate a good cause basis for denying the housing as determined by PHCD in its sole and absolute discretion.

Pursuant to the Miami-Dade Board of County Commissioners' Resolution No. R-34-15, the Owner, 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, and after issuance of certificate of occupancy. The Owner, its agents and/or representatives shall also provide the County with the contact information for the Owner, its, agents and/or representatives.

#### IV. Affirmative Marketing Plan

- A) Owner shall forward to PHCD within fifteen (15) days of execution of this Agreement an Affirmative Marketing Program for PHCD's approval which incorporates the requirements as set forth by the County to attract and identify prospective renters or homebuyers (as applicable), regardless of sex, of all minority and majority groups, to the Project, particularly groups that are not likely to be aware of the Project. The Affirmative Marketing Program should include efforts designed to make such persons/groups aware of the available housing, including, but not limited to the following activities:
  - 1. Annually submit proof of advertising in a newspaper of general circulation, and newspapers representing significant minorities and non-English speaking persons in an effort to afford all ethnic groups the opportunity to obtain affordable housing; and
  - 2. The Owner shall provide proof of other special marketing efforts including advertising Multiple Listings Service (MLS) through a licensed real estate professional.
- B) The Affirmative Marketing Program shall be submitted to PHCD for approval at least every five (5) years and when there are significant changes in the demographics of the project or the local housing market area.

#### V. Financial Reports

- A) Annually, the Owner shall transmit to the County a certified annual operating statement showing project income, expenses, assets, liabilities, contracts, mortgage payments and deposits to any required reserve accounts (the "Operating Statement"). PHCD will review the Operating statement to insure conformance with all provisions contained in this Agreement.
- B) The Owner will create a reserve for maintenance to be funded \$300 per unit per year. This reserve may be combined with reserve accounts required by any other parties making loans to Owner and will be deemed satisfied by any deposits made by Owner in accordance with loan documents which contain a maintenance reserve requirement of at least \$300 per unit per year.

VI. Action By or Notice to the County

Unless specifically provided otherwise herein, any action to be taken by, approvals made by, or notices to or received by the County required by this Agreement shall be taken, made by, given or delivered to:

County Mayor  
Miami-Dade County  
111 NW 1<sup>st</sup> Street, 29<sup>th</sup> Floor  
Miami, Florida 33128  
Attn: County Mayor

Copy to:

Department of Public Housing and Community Development  
701 N. W. 1 Court  
14<sup>th</sup> Floor  
Miami, Florida 33136  
Attn: Director

Copy to:

Miami-Dade County Attorney's Office  
111 N.W. 1 Street  
Suite 2810  
Miami, Florida 33128  
Attn: Terrence A. Smith, Esq.

or any of their successor agencies or departments.

VII. Recourse:

In the event of a default by the Owner under this Agreement, Lender shall have all remedies available to it at law and equity.

VIII. Rights of Third Parties:

Except as provided herein, all conditions of the County hereunder are imposed solely and exclusively for the benefit of the Count and its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or be entitled to assume that the County will make advances in the absence of strict compliance with any or all conditions of County and no other person shall under any circumstances, be deemed to be a beneficiary of this Agreement or the loan documents associated with this Agreement, any provisions of which may be freely waived in whole or in part by the County at any time if, in their sole discretion, they deem it desirable to do so. In particular, the County make no representations and assume no duties or obligations as to third parties concerning the quality of the construction by the Owner of the Property or the absence therefrom of defects.

**SIGNATURES APPEAR ON FOLLOWING PAGES**

**IN WITNESS WHEREOF**, County and Owner have caused this Agreement to be executed on the date first above written.

By: \_\_\_\_\_  
NAME AND TITLE

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ as \_\_\_\_\_, on behalf of **THE ARK OF THE CITY, INCORPORATED**, a Florida not-for-profit corporation. S/he is personally known to me or has produced a Florida Driver's License No. \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:



**MIAMI-DADE COUNTY, FLORIDA**

By: \_\_\_\_\_  
COUNTY MAYOR OR DEPUTY MAYOR

**ATTEST:**

**HARVEY RUVIN, CLERK**

By: \_\_\_\_\_  
DEPUTY CLERK

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Terrence A. Smith  
Assistant County Attorney

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

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## **EXHIBIT B**

### **Rents:**

Number of Units	Type	Gross Rent	Utility	Net Rent

At the discretion of the County, up to twenty percent (20%) of the rental units, per project, may be designated for Housing Choice Voucher (Section 8) subsidy, either project-based or tenant-based. The Owner shall not deny housing opportunities to eligible, qualified Housing Choice Voucher (Section 8) applicants referred by the County, unless good cause is documented by the Owner and submitted to the County.

#### NOTE:

#### LOAN DOCUMENT INFORMATION TO BE PROVIDED FOLLOWING RECORDING OF MORTGAGE

Mortgage Document No:\_\_\_\_\_

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

Book Number:\_\_\_\_\_

Page Number:\_\_\_\_\_

County: MIAMI-DADE  
State: FLORIDA

**EXHIBIT C\***

Public Housing and Community Development		
Rental Regulatory Agreement, Compliance, and Monitoring Unit		
Cost Per Unit*		
Fiscal Year 2019-2020		
Activity	Unit Cost**	Comments
Inspection	\$32.45	Housing Quality Standards Review
File Review	\$55.86	Eligibility, Income, and Rental Calculation Review
Administrative	\$32.78	Supervisory Oversight
Travel	\$5.74	Car and Public Transportation Pass
Overhead	\$8.59	Rent, Phone, Supplies
<b>Total Per Unit Cost*</b>	<b>\$135.41</b>	
**Cost shall increase at the rate of 3% each year.		
Examples:		
A: Cost to conduct a 10 Unit Review for a project would be \$1,354.14		
B: Cost to conduct a 30 Unit Review for a project would be \$4,062.42		

*\* The Unit Cost in Exhibit C is a Fiscal Year 2019-20 sample for illustration purposes only. The applicable cost per unit schedule in each Rental Regulatory Agreement will match the amounts set for the respective fiscal year in which the Rental Regulatory Agreement is executed.*

*\*\* The unit cost for each activity will increase by three percent each year.*