

MEMORANDUM

Agenda Item No. 11(A)(12)

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

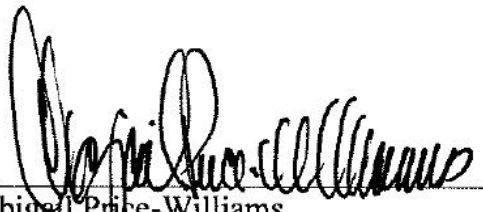
DATE: October 6, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing mutual termination of Lease Agreement with the Mexican American Council, Inc., a Florida not-for-profit corporation ("MAC"), for property leased to MAC pursuant to Resolution No. R-1143-18; authorizing the conveyance, pursuant to Florida Statutes section 125.38, of a 12,375 square foot improved County-owned property located at 49 West Mowry Drive, Homestead, Florida to MAC., at no cost, for the construction and maintenance of its primary headquarters to provide family empowerment programs to the community, said conveyance being approved by a two-thirds vote of the Board members present as required by section 2-8.6.5 of the County Code; authorizing the Chairperson or Vice-Chairperson of the Board to execute a County Deed including deed restrictions, and authorizing the County Mayor to take all actions necessary to effectuate such conveyance and termination of existing lease, and to enforce the provisions set forth in the County Deed

Resolution No. R-1029-20

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.


Abigail Price-Williams
County Attorney

APW/uw



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)(12)

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)(12)
10-6-20

RESOLUTION NO. R-1029-20

RESOLUTION AUTHORIZING MUTUAL TERMINATION OF LEASE AGREEMENT WITH THE MEXICAN AMERICAN COUNCIL, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (“MAC”), FOR PROPERTY LEASED TO MAC PURSUANT TO RESOLUTION NO. R-1143-18; AUTHORIZING THE CONVEYANCE, PURSUANT TO FLORIDA STATUTES SECTION 125.38, OF A 12,375 SQUARE FOOT IMPROVED COUNTY-OWNED PROPERTY LOCATED AT 49 WEST MOWRY DRIVE, HOMESTEAD, FLORIDA TO MAC., AT NO COST, FOR THE CONSTRUCTION AND MAINTENANCE OF ITS PRIMARY HEADQUARTERS TO PROVIDE FAMILY EMPOWERMENT PROGRAMS TO THE COMMUNITY, SAID CONVEYANCE BEING APPROVED BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT AS REQUIRED BY SECTION 2-8.6.5 OF THE COUNTY CODE; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD TO EXECUTE A COUNTY DEED INCLUDING DEED RESTRICTIONS, AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR’S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SUCH CONVEYANCE AND TERMINATION OF EXISTING LEASE, AND TO ENFORCE THE PROVISIONS SET FORTH IN THE COUNTY DEED

WHEREAS, pursuant to Resolution No. R-1143-18, the County approved a lease with Mexican American Council, Inc., a Florida not-for-profit corporation (“MAC”), for the premises located at 49 West Mowry Drive, Homestead, Florida, folio number 10-7813-019-0060 (the “property”) to be utilized as MAC’s headquarters for the provision of family empowerment programs for County residents through parental and student counseling, college career readiness programs, academic advising, and support services, consistent with its mission; and

WHEREAS, MAC and the County entered into a Lease Agreement on December 3, 2018, (the “lease”) with a five-year term and one five-year option to renew, with annual rent of \$10,050.00 scheduled to commence after the first year of the lease; and

WHEREAS, when MAC first took responsibility of the building, the building on the property was in an extreme state of disrepair; and

WHEREAS, the building located on the property is 65-years old, and requires substantial upgrades in order to be issued a certificate of occupancy for use as MAC's headquarters; and

WHEREAS, although MAC has advised that it already has invested approximately \$76,700.00 into the property including renovations and improvements, it has not yet been able to complete the required improvements, which were far more extensive and costly than originally anticipated; and

WHEREAS, based upon an estimate prepared by MAC's consultants, MAC will need to expend a minimum of an additional \$58,000.00 in order to bring the building up to code, to a condition wherein it will qualify for a certificate of occupancy; and

WHEREAS, MAC has submitted an application to the County, a copy of which is attached hereto and incorporated herein as Composite Exhibit "A," requesting that the County convey the property to MAC at no cost in order to preserve and maintain the building as MAC's headquarters in a manner sustainable and beneficial to the community, including but not limited to necessary repairs and renovation; and

WHEREAS, the current market value of the property as of 2019 as set forth in the Miami-Dade County Property Appraiser's website is \$238,774.00, with land valued at \$123,750.00, and the building, constructed in 1955, valued at \$94,129.00; and

WHEREAS, in its application, MAC has asserted that a substantial compelling reason exists to convey the property for nominal value rather than to lease it to MAC, as MAC has already made, and will be making in the future, substantial expenditures to renovate and restore the building on the property, and in light of the compelling community interest and welfare interest

purpose set forth herein to utilize the property to bring first-class educational services to children and families in the area, and improving the quality of life for this community and the residents of Miami-Dade County; and

WHEREAS, MAC's use of the property represents a purpose consistent with promoting community interest and welfare, and MAC has represented that it will use the property consistent with its mission, and in support of the community interest and welfare purposes for which it is organized; and

WHEREAS, this Board finds that MAC requires the property for the purpose for which it was incorporated and to promote the compelling community interest and welfare of the public, and pursuant to section 125.38, Florida Statutes, desires to convey the property to MAC and to mutually terminate the existing lease; and

WHEREAS, the property would be conveyed to MAC pursuant to a County Deed in substantially the form attached as Exhibit "B" (the "County deed") including deed restrictions requiring that: (i) MAC shall complete the renovations of the building and obtain a certificate of occupancy, or its equivalent, within two years; (ii) the property shall be utilized for the intended public purpose as MAC's headquarters and to provide cultural and public educational services to children and families; and (iii) MAC shall not assign, lease, or transfer its interest in the property absent approval of this Board, and including a reverter provision for non-compliance, provided however that a mortgage of the property would be permitted assuming that the deed restrictions remain in place and any funds arising from such mortgage would be invested into the Property,

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

Section 1. This Board incorporates the foregoing recitals as if fully set forth herein.

Section 2. This Board authorizes the mutual termination of the lease between the County and MAC for the property and authorizes the County Mayor or County Mayor's designee to execute any necessary documents to effectuate the foregoing termination.

Section 3. This Board finds, pursuant to section 2-8.6.5 of the Code of Miami-Dade County, by a two-thirds vote of the Board members present, that in light of the substantial expenditure of funds required to renovate and restore the building on the property, and the nature of the proposed use of the property for the benefit of the community, that a compelling circumstance exists to convey the property to MAC at no cost by deed rather than by lease.

Section 4. This Board authorizes, pursuant to section 125.38, Florida Statutes, the conveyance of the property by County deed in substantially the form attached hereto and made a part hereof as Exhibit "B."

Section 5. This Board authorizes the Chairperson or Vice-Chairperson of the Board to execute the County deed, and authorizes and directs the County Mayor or County Mayor's designee: (i) to exercise all rights, including the right to exercise the reverter provision, set forth in the County deed; (ii) to take all actions necessary to effectuate this conveyance; (iii) to appoint staff to monitor this transaction and future compliance with the terms of the County deed, (iv) to review and approve of any reasonable and customary terms and documentation of any financing lender which are not otherwise inconsistent with this authorizing resolution, as well as to issue an estoppel letter stating that the County is unaware of any defaults under the deed restrictions or if applicable, specifying any known defaults; and (v) to provide the Property Appraiser's Office with a copy of the executed and recorded County deed within 30 days of its execution.

Section 6. Pursuant to Resolution No. R-974-09, this Board: (a) directs the County Mayor or County Mayor's designee to record the instrument of conveyance containing the referenced restrictions on the use of the property, with the reservation of the County's rights in the

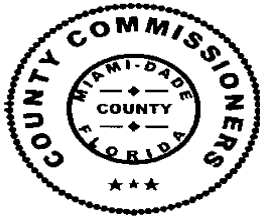
event such restrictions are not observed, in the Public Records of Miami-Dade County and to provide a recorded copy of the instrument to the Clerk of the Board within 30 days of execution of said instrument; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of the instrument together with the resolution.

Section 7. This Board directs the County Mayor or the County Mayor's designee to ensure that proper signage is placed on the property identifying the County's name and the name of the district commissioner.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 6th 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: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "DH", is written over a horizontal line.

Debra Herman

**Executive Board:**

María Garza, Pres.
Rolando Gasca
Elizabeth Currie
Charles W. Currie Jr.
Raquel Gasca

Board of Directors:

Carmen Baker
Alfredo Gallegos
Marisela García
Dr. Alberto Gaytán
Dr. Minerva Jaimes
Dr. José Villa

Executive Director:

Edward C. Garza

Honorary:

Edward James Olmos
Jose Antonio Zabalgoitia

Founded: 1990

Commissioner Dennis C. Moss
 Stephen P. Clark Government Center
 111 NW 11 Street, Suite 320
 Miami, FL 33128

Re: 49 W. Mowry Homestead, FL 33030

On behalf of the Mexican American Council Board of Directors, I submit this letter as a formal request of Miami Dade County to convey the property at 49 W. Mowry at the City of Homestead, Folio #10-7813-019-0060, to the Mexican American Council (MAC).

This property is located in the CRA Zone and Opportunity Zone in Miami Dade County. When MAC first took responsibility of the building, the structure was in an extreme state of disrepair. The building was occupied by trespassers and the homeless. MAC intends to rehab, secure, and upgrade this facility to provide services to the residents in the surrounding community. MAC is uniquely qualified to serve through our Board and staff expertise and decades of experience in serving South Miami Dade's low-income communities.

There are many compelling reasons to convey this property to MAC. To bring the property up to code and ready for daily use, the property will require substantial funding and will require on-going maintenance and upkeep. There will be a need to replace the HVAC Unit and repair all associated piping and wiring. The property will also require updating its technological capacity and capabilities to ensure the communities access to the internet and online resources. In addition, the building must be fitted for costly hurricane protection. The estimated costs of the needed repairs and expenditures will exceed the market value of the property.

On behalf of the Mexican American Council's Board of Directors, I thank you for your consideration.

Maria C. Garza
 President
mgarza@mexamcouncil.org

151 NW 11th Street, Suite E400 | Homestead, FL 33030
 Ph (786) 243-2328 | Fax (786) 504-3953
www.mexicanamericancouncil.org



EXHIBIT "B"

Instrument prepared by and returned to:
Debra Herman
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No. 10-7813-019-0060

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 Clark Center, 111 N.W. 1st Street, Miami, Florida 33128-1963, and **MEXICAN-AMERICAN COUNCIL, INC., a Florida not for profit corporation**, whose address is 151 NW 11 Street, Suite E400, Homestead, FL 33030.

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 the Mexican-American Council, Inc., receipt whereof is hereby acknowledged, has granted, bargained, and sold to Mexican-American Council, Inc., its successors and assigns (collectively "MAC"), the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Property"):

Lots 15 thru 18 Less East 1 Foot of Lot 15, WALBRIDGE ADDN, according to the Plat thereof recorded in Plat Book 1, Page 47 of the Public Records of Miami-Dade County, Florida

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

1. Within one hundred and eighty (180) days of the recording of this Deed, MAC shall apply for building permits to renovate the building on the Property.
2. Within two (2) years of the recording of this Deed, MAC shall obtain a temporary or permanent certificate of occupancy or its equivalent.
3. The Property shall solely be utilized by a not-for-profit entity, and for the public purposes of providing cultural and educational services to children and families in the area, including but not limited to utilization of the building for organizational and community events.
4. MAC shall not assign, lease, mortgage or transfer its interest in the Property absent prior consent of the Miami-Dade County Board of County Commissioners. Notwithstanding the foregoing, the County agrees that the Property may be mortgaged, provided, however that: (i) the Deed Restrictions shall not be subordinated to such mortgage; (ii) at all times the Property shall remain subject to the Deed Restrictions; (iii) any funds received from such

mortgage shall be invested into the Property; and (iv) any mortgage instrument shall include or acknowledge such Deed Restrictions.

5. MAC shall pay any applicable real estate taxes and assessments on the Property or any part thereof when due. MAC 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. If in the discretion of the County, the Property ceases to be used solely for the purpose set forth herein by MAC, or if MAC fails to comply with the restrictions and requirements set forth herein, or if MAC ceases to exist as a not-for-profit entity, or if any term of this Deed is not complied with, the County shall provide written notice of same to MAC. MAC shall correct or cure the default/violation within (30) days of written notification of the default by the County, as determined in the sole discretion of the County. If MAC fails to remedy the default within thirty (30) days, title to the Property 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, MAC shall immediately deed such Property back to the County, and the County shall have the right to immediate possession of the Property, 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 MAC. The County retains a reversionary interest in the Properties, which right may be exercised by 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. Notwithstanding the foregoing, the mortgage document referenced in paragraph 4, herein, may allow an additional grace period of up to six months for a mortgagee to cure any non-compliance with the Deed Restrictions.
6. 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 Property. These Deed Restrictions shall run for a period of thirty (30) years from the date of recordation of this Deed.

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

[Remainder of this page intentionally left blank]

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

BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: Deputy Clerk

By: _____
Chairperson

Approved for legal sufficiency:

By:
Assistant County Attorney

The foregoing was authorized by Resolution No. _____, approved by the Board of County Commissioners of Miami-Dade County, Florida, on this ____ day of _____, 2020.

IN WITNESS WHEREOF, the representative of Mexican American Council, Inc., a Florida not-for-profit corporation, has caused this document to be executed by its 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.)
 __ __) :SS

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2020, by _____ of Mexican American Council, Inc., a Florida not-for-profit corporation, who is () personally known to me or () has produced identification.

NOTARY SEAL:

NOTARY PUBLIC
Print Name: _____
Commission No. _____
My Commission Expires: _____