

MEMORANDUM

Substitute
Agenda Item No. 5(E)

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

DATE: October 20, 2020

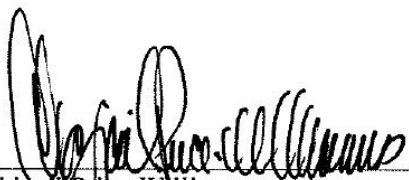
FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution declaring as surplus one County owned property, revising the inventory list of real properties, after a public hearing, to include, such property, in accordance with section 125.379(1), Florida Statutes; authorizing conveyance, in accordance with section 125.379(2), Florida Statutes, of the property to Elite Equity Development, Inc., a Florida for-profit corporation, at a price of \$10.00, for the purpose of developing such property with affordable and workforce housing to be rented to very low-, low- or moderate income households in accordance with section 125.379, Florida Statutes; 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 the County Deed, to provide copies of the recorded County Deed and the restrictive covenants required therein to the Property Appraiser, to execute a Rental Regulatory Agreement and enforce the provisions therein, and to ensure placement of appropriate signage

Resolution No. R-1066-20

This substitute differs from the original item in that it clarifies that Elite Equity Development, Inc. complied with the requirements of Resolution No. R-407-19 by posting a sign on the property for a period of four weeks. Accordingly, the item no longer seeks a waiver of the requirements set forth in Resolution No. R-407-19. This substitute also makes a conforming change to the title.

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/smm



MEMORANDUM

(Revised)

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

DATE: October 20, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Substitute
Agenda Item No. 5(E)

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 _____	Substitute Agenda Item No. 5(E)
Veto _____		10-20-20
Override _____		

RESOLUTION NO. R-1066-20

RESOLUTION DECLARING AS SURPLUS ONE COUNTY OWNED PROPERTY; REVISING THE INVENTORY LIST OF REAL PROPERTIES, AFTER A PUBLIC HEARING, TO INCLUDE, SUCH PROPERTY, IN ACCORDANCE WITH SECTION 125.379(1), FLORIDA STATUTES; AUTHORIZING CONVEYANCE, IN ACCORDANCE WITH SECTION 125.379(2), FLORIDA STATUTES, OF THE PROPERTY TO ELITE EQUITY DEVELOPMENT, INC., A FLORIDA FOR-PROFIT CORPORATION, AT A PRICE OF \$10.00, FOR THE PURPOSE OF DEVELOPING SUCH PROPERTY WITH AFFORDABLE AND WORKFORCE HOUSING TO BE RENTED TO VERY LOW-, LOW- OR MODERATE INCOME HOUSEHOLDS IN ACCORDANCE WITH SECTION 125.379, FLORIDA STATUTES; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE A COUNTY DEED; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR’S DESIGNEE TO TAKE ALL ACTION NECESSARY TO ENFORCE THE PROVISIONS SET FORTH IN THE COUNTY DEED, TO PROVIDE COPIES OF THE RECORDED COUNTY DEED AND THE RESTRICTIVE COVENANTS 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, Elite Equity Development, Inc. is a Florida for-profit corporation (“Elite”) that promotes, develops and provides safe and affordable housing to persons with limited financial resources in Miami-Dade County; and

WHEREAS, on September 16, 2020, Elite submitted an application to the County Commissioner of District 9, a copy of which is attached hereto as Attachment “A” and incorporated herein by reference, requesting that the County convey one County-owned property (Folio No. 30-7904-000-0012) (the “property”) to Elite; and

WHEREAS, the property is more fully described in Attachment “B,” attached hereto and incorporated herein by reference; and

WHEREAS, Elite proposes to develop the property with affordable and workforce housing to be rented to very low-, low- or moderate income households, whose incomes do not exceed 120 percent of area median income; and

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

WHEREAS, on April 14, 2019, this Board adopted Resolution No. R-407-19, which requires the County Mayor or the County Mayor’s 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, ~~[[Elite has not had the opportunity yet to publish an advertisement notifying the public that the property is proposed to be conveyed to Elite in accordance with Resolution No. R-407-19; and~~

~~**WHEREAS**, in order to expedite the conveyance of the property to Elite, this Board desires to waive the requirements of Resolution No. R-407-19]]¹>>on September 19, 2020, Elite complied with the requirements of Resolution No. R-407-19 by posting a sign on the property for a period of four weeks<<; and~~

¹ The differences between the substitute and the original item are indicated as follows: Words stricken through and/or [[double bracketed]] shall be deleted, words underscored and/or >>double arrowed<< are added.

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

WHEREAS, this Board has reviewed the information in Attachment “C,” 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 property 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, the property has not been declared as surplus and has not been added to the County’s affordable housing inventory list in accordance with section 125.379(1), Florida Statutes; and

WHEREAS, this Board finds that the property is appropriate for use as affordable housing, and desires to revise the County’s affordable housing inventory list to include such property; and

WHEREAS, in accordance with section 125.379, Florida Statutes, and a rental regulatory agreement to be recorded against the property, Elite shall develop the property, subject to a reverter, with affordable and workforce 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. This Board declares one County-owned property (Folio No. 30-7904-000-0012) (the “property”) as surplus and, after a public hearing and in accordance with section 125.379(1), Florida Statutes, revises the County’s affordable housing inventory list to add such property.

Section 3. Pursuant to section 125.379(2), Florida Statutes, and a rental regulatory agreement to be recorded against the property, this Board hereby approves the conveyance of the property described in section 2 to Elite Equity Development, Inc. (“Elite”) for a price of \$10.00. Elite shall develop the property, subject to a reverter, with affordable and workforce 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 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 “D” incorporated herein by reference.

Section 5. This Board further authorizes the County Mayor or the 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 the 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 the County Mayor’s designee to receive on behalf of the County from Elite, after conducting all

due diligence, including, but not limited to, title searches, and environmental reviews, a deed which conveys the property back to the County in the event Elite is unable or fails to comply with the deed restrictions set forth in the County Deed. Upon the receipt of a deed from Elite, the County Mayor or the County Mayor's designee shall record such deed 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 project contemplated herein shall be subject to this Board's approval.

Section 6. This Board authorizes the County Mayor or the 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 "E" and incorporated herein. The County Mayor or the County Mayor's designee is authorized to negotiate rents for each of the units constructed on the property with Elite; 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 the 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 the County Mayor's designee or Elite 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 waives Resolution No. R-407-19, which requires at least four weeks' written notice to the public prior to consideration by this Board or a committee of this Board of any proposed conveyance or lease of County-owned properties without competitive bidding.~~

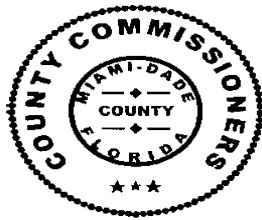
Section 8.] This Board directs the County Mayor or the County Mayor's designee to (i) ensure that proper signage is placed on the property identifying the County's name and the name of the district commissioner; (ii) provide copies of the recorded County Deed and the restrictive covenants required by 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 the County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the County Deed, covenants, rental regulatory agreement, 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 Commissioner Dennis C. Moss. It was offered by Commissioner **Joe A. Martinez**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** 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.	absent
Jose "Pepe" Diaz	absent
Eileen Higgins	aye
Joe A. Martinez	aye
Dennis C. Moss	aye
Xavier L. Suarez	aye
Daniella Levine Cava	
Sally A. Heyman	aye
Barbara J. Jordan	aye
Jean Monestime	absent
Sen. Javier D. Souto	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 20th 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

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

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

Terrence A. Smith

ELITE EQUITY DEVELOPMENT, INC.

7942 NW 164 Terrace
Miami Lakes, FL 33016
(305) 335-1469
Roosevelt.bradley@hotmail.com

September 16, 2020

The Honorable Dennis C. Moss

District 9 Commissioner Dennis C. Moss
10710 S.W. 211th Street Suite 206
Miami, Florida 33189

Re: Request for the Conveyance of Property located adjacent east of 14850 SW 280 Street,
Miami, Folio 30-7904-000-0012

Dear Honorable Dennis C. Moss:

Elite Equity Development, Inc., (Elite) is managed by Roosevelt Bradley. Elite is requesting the conveyance of the above referenced property for the purpose of developing Affordable and Workforce Housing rental units for low and moderate-income households for the residents of Miami-Dade County.

This project will create critically needed dwelling units within the County. In addition, Elite is dedicated to the creation of a significant number of jobs and an apprenticeship program for the residences and business owners in your District, by hiring small and community-based contractors and small businesses within the County.

The Property is presently owned by the County. The County has preliminary agreed to recommend to the Miami-Dade County Board of County Commissioners that the Property be declared surplus in accordance with section 125.379, Florida Statutes.

The Property is located in Commission District 9, which is represented by Commissioner Dennis C. Moss.

It is the intent of Elite Equity to work in conjunction with the Housing Trust Group, LLC ("HTG") to develop 200+/- units of desperately needed affordable and workforce housing on the Property. The proposed state of the art development will include market rate features and amenities, including a gym, media center, library and a resort-style swimming pool and clubhouse. Conceptual renderings and a project description is attached.



We are ready to commence this development which will ultimately provide livable wages for the small contractors constructing the development, and new modern energy efficient quality residential dwelling units for residents in the County.

If you have any questions, please do not hesitate to contact us at (305) 335-1469.

Sincerely,



Roosevelt Bradley

President and CEO

Development Program

The proposed development plan calls for the construction of 200+/- new mixed-income units built in two building types-four-story mid-rise and townhomes. The proposed site plan's building height and density are designed to satisfy all the Leisure City Community Urban Center (LCCUC) site design parameters and development requirements which will ensure strong community support and quick County approval.

The subject site is located just east of the Naranja Branch Library. HTG's goal is to connect to the library by creating a safe recreational tree-lined park that traverses through the development. The introduction of this open space through the development creates a new model for infill development that not only provides diverse housing opportunities but also improves the existing ecology of a community.

The density of the development and building placement make efficient use of the available land while respecting the neighborhood's scale and character. The development's four-story buildings will activate 280th Street with residential units and amenities, while the two-story townhomes on the south side of the parcel will provide a perfect transition into the existing single-family neighborhood.

We are committed to incorporating sustainable development practices in the proposed project. Site amenities are oriented to activate the green areas between buildings and play areas, and a pool in the interior courtyard. All these amenities will increase social interaction between the residents and the neighborhood. The buildings' interior will include community space, a computer lab, a gym, and a library. The community space is designed to accommodate supportive programming partnerships under discussion with various neighborhood community groups.







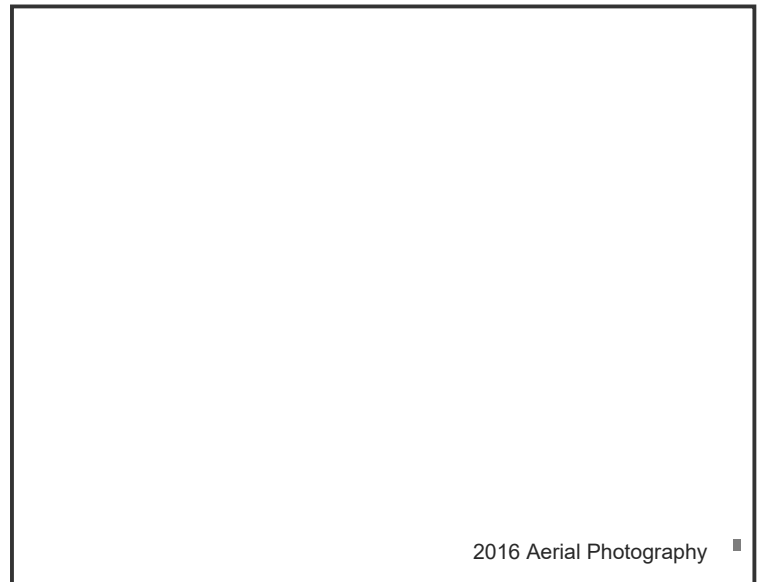


OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On : 9/30/2020

Property Information	
Folio:	30-7904-000-0012
Property Address:	
Owner	MIAMI DADE COUNTY GSA R/E MGMT
Mailing Address	111 NW 1 ST #2460 MIAMI, FL 33128
PA Primary Zone	3150 UC EDGE - RESIDENTIAL MODIFIED (RM) 2 MAX HT
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	230,432 Sq.Ft
Year Built	0



Assessment Information			
Year	2020	2019	2018
Land Value	\$1,311,074	\$1,311,074	\$460,864
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$1,311,074	\$1,311,074	\$460,864
Assessed Value	\$557,645	\$506,950	\$460,864

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction	\$753,429	\$804,124	
County	Exemption	\$557,645	\$506,950	\$460,864
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	\$557,645	\$506,950	\$460,864
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$1,311,074	\$1,311,074	\$460,864
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$557,645	\$506,950	\$460,864
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>

Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 9/30/2020

Property Information

Folio: 30-7904-000-0012

Property Address:

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-I	8050	Square Ft.	6,784.00	\$27,136
GENERAL	UC-RM	3161	Square Ft.	140,799.00	\$703,995
GENERAL	UC-RM	3150	Square Ft.	82,849.00	\$579,943

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 : 9/30/2020

Property Information

Folio: 30-7904-000-0012

Property Address:

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-I	8050	Square Ft.	6,784.00	\$27,136
GENERAL	UC-RM	3161	Square Ft.	140,799.00	\$703,995
GENERAL	UC-RM	3150	Square Ft.	82,849.00	\$579,943

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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Generated On : 9/30/2020

Property Information

Folio: 30-7904-000-0012

Property Address:

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	UC-I	8050	Square Ft.	6,784.00	\$13,568
GENERAL	UC-RM	3161	Square Ft.	140,799.00	\$281,598
GENERAL	UC-RM	3150	Square Ft.	82,849.00	\$165,698

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 : 9/30/2020

Property Information

Folio: 30-7904-000-0012

Property Address:

Full Legal Description
4 57 39 5.29 AC M/L
COMM NE COR OF NE1/4 S 89 DEG W
432.95FT S 00 DEG W 40FT FOR POB
N 89 DEG E 367.55FT ELY SWLY AD
39.65FT S 00 DEG W 598.67FT S 89
DEG W 292.75FT N 00 DEG E
143.87FT S 89 DEG W 100FT N 00
DEG E 479.99FT TO POB LESS N &
E40FT FOR R/WA/K/A HUD 2
F/A/U 30-7904-000-0010
COC 26461-4665 06 2008 3

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
06/01/2008	\$0	26461-4665	Sales which are disqualified as a result of examination of the deed
02/01/2005	\$0	23093-3925	Sales which are disqualified as a result of examination of the deed

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Version:

Attachment "C"

LOT INFORMATION IN ACCORDANCE WITH RESOLUTION R-376-11 AND R-333-15 -ELITE EQUITY DEVELOPMENT GROUP, INC.

FOLIO	ANNUAL TAX REVENUE GENERATED	LOT SIZE	COMM DISTRICT	2020 MARKET VALUE	LEGAL DESCRIPTION	ZONING	ANNUAL COST TO MAINTAIN	ADDRESS	CIRCULATED TO COUNTY DEPARTMENT	SURPLUS	DEED TYPE
3079040000012	\$23,149.76	230,432 SQ FT	9	\$1,311,074 ☐	4 57 39 5.29 AC M/L COMM NE COR OF NE1/4 S 89 DEG W 432.95FT S 00 DEG W 40FT FOR POB N 89 DEG E 367.55FT ELY SWLY AD 39.65FT S 00 DEG W 598.67FT S 89 DEG W 292.75FT N 00 DEG E 143.87FT S 89 DEG W 100FT N 00 DEG E 479.99FT TO POB LESS N &E 40FT FOR R/WA/K/A HUD 2	UC-1 UC- RM	\$10,046	ADJACENT EAST OF 14850 SW 280 ST MIAMI	YES 9//22/2020	NO	QUIT CLAIM DEED 6/1/2008

ATTACHMENT "D"

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS COUNTY DEED (the "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. 1st Street, Miami, Florida 33128-1963, and **ELITE EQUITY DEVELOPMENT, INC.**, a Florida profit corporation ("Elite"), whose address is 7942 NW 164th Terrace, Miami Lakes, Florida 33016, or 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 Elite, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Elite, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "property"):

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 property; 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 (collectively the "deed restrictions"):

1. That the property shall be developed as affordable and workforce housing as set forth in section 125.379, Florida Statutes, and such housing shall be rented to very-low, low and moderate income households (as these terms are defined in section 420.0004, Florida Statutes), each of whose incomes shall not exceed 120% of area median income.
2. That at financial closing Elite and if the Elite shall cause the property to be developed with affordable or workforce rental housing, then Elite 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 such housing which shall be a restrictive covenant as to the

property.

3. That the property shall be developed within two 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 3, the County may, in its sole discretion, waive this requirement upon the Miami-Dade County Board of County Commissioners finding it necessary to extend the timeframe in which Elite must complete the housing required herein. 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 and recordation in the public records of Miami-Dade County, of a letter executed by the County Mayor or the County Mayor's designee granting such waiver and specifying the new time frame in which the Elite must complete the housing. 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 sixty (60) months 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.
4. That for any of the property located within the HOPE VI Target Area (hereinafter "Target Area"), Elite 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 sold or rented within the Target Area. The County will provide a list of former Scott/Carver residents in order for Elite to notify these residents of the availability of homeownership opportunities.
5. That Elite shall not assign or transfer its interest in the property or in this Deed absent consent of the Miami-Dade County Board of County Commissioners.
6. That Elite shall pay real estate taxes and assessments on the property or any part thereof when due. Elite 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 Elite may encumber the property with:
 - a. Any mortgages in favor of any institutional or government lender or any investor or 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 Dwelling Units, landscaping, and other site improvements, all as provided in a site plan to be provided by Elite (together, the

“Improvements”) as determined by an appraiser selected by Elite; and

- b. Any mortgage(s) in favor of any institutional lender or investor 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 selected by Elite.
- c. Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order.

Notwithstanding the foregoing, the deed restrictions set forth herein, including but not limited to the rental regulatory agreement, remain enforceable and in full force and effect, and can only be extinguished by the County. The deed restrictions, including the rental regulatory agreement, shall continue to run with the land notwithstanding the encumbrances permitted under this paragraph or any change in ownership, and shall apply to the “successors heirs and assigns” of Elite.

- 7. The recordation, together with any mortgage purporting to meet the requirements of Paragraph 6(a) or (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) selected by Elite, stating the value of the property 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, subject to the deed restrictions. 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.
- 8. If in the sole discretion of the County, (a) Elite ceases to exist prior to sale or rental of the housing contemplated herein; (b) Elite fails to rent housing units within the rental limits described herein; (c) Elite fails to construct the housing project contemplated herein within two (2) years of the recording of this Deed; or (e) any other term of this Deed or deed restriction is not complied with, Elite shall correct or cure the default/violation within sixty (60) days of notification of the default by the County as determined in the sole discretion of the County. If Elite fails to remedy such default within sixty (60) days, title to the subject 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, Elite shall immediately deed the property back to the County, and the County shall have

the right to immediate possession of such property, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by Elite. The County retains such reversionary interest in the property, 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. Should the property revert back to the County in accordance with this paragraph all leasehold interests, mortgages, and other encumbrances shall remain.

9. All conditions and deed restrictions set forth herein shall run with the land for a period of thirty years from the date of recordation of this Deed, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the property.
10. 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 Elite 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 property 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:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
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. _____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 2020.

IN WITNESS WHEREOF, ELITE EQUITY DEVELOPMENT, INC., a Florida 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 **ELITE EQUITY DEVELOPMENT, INC.,** a Florida 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:

EXHIBIT A

FOLIO NUMBER

LEGAL DESCRIPTIONS

30-7904-000-0012	COMM NE COR OF NE1/4 S 89 DEG W 432.95FT S 00 DEG W 40FT FOR POB N 89 DEG E 367.55FT ELY SWLY AD 39.65FT S 00 DEG W 598.67FT S 89 DEG W 292.75FT N 00 DEG E 143.87FT S 89 DEG W 100FT N 00 DEG E 479.99FT TO POB LESS N & E40FT FOR R/WA/K/A HUD 2 F/A/U 30-7904-000-0010 COC 26461-4665 06 2008 3
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ATTACHMENT “E”

This Instrument Was Prepared By:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st 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. 1st Street, Miami, Florida 33128, is authorized to convey certain properties to **ELITE EQUITY DEVELOPMENT, INC.**, a Florida profit corporation, its heirs, successors and assigns (hereinafter referred to as the “Owner”), whose address 7942 NW 164th Terrace, Miami Lakes, Florida 33016 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 disable, 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 1st Street, 29th Floor
Miami, Florida 33128
Attn: County Mayor

Copy to:

Department of Public Housing and Community Development
701 N. W. 1 Court
14th 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 **ELITE EQUITY DEVELOPMENT, INC.**, a Florida 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

FOLIO NUMBER

LEGAL DESCRIPTIONS

30-7904-000-0012	COMM NE COR OF NE1/4 S 89 DEG W 432.95FT S 00 DEG W 40FT FOR POB N 89 DEG E 367.55FT ELY SWLY AD 39.65FT S 00 DEG W 598.67FT S 89 DEG W 292.75FT N 00 DEG E 143.87FT S 89 DEG W 100FT N 00 DEG E 479.99FT TO POB LESS N & E40FT FOR R/WA/K/A HUD 2 F/A/U 30-7904-000-0010 COC 26461-4665 06 2008 3
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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
Total Per Unit Cost*	\$135.41	
**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.*