

MEMORANDUM

Agenda Item No. 8(F)(12)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 18, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, by a two-thirds vote of Board members present pursuant to section 125.355, Florida Statutes, (1) an Offer to Abrogate and Release Correctional Use Deed Covenant and Right of Reversion, and (2) an Abrogation and Release of Restrictions Agreement between the United States of America, acting by and through the Administrator of General Services, as Seller and Grantor, and Miami-Dade County, as Purchaser and Grantee, related to approximately 5,000,731 square feet of improved land located at 18201 SW 12th Street, Miami, Florida; authorizing the County Mayor to execute the Offer to Abrogate and Release Correctional Use Deed Covenant and Right of Reversion and Abrogation and Release of Restrictions Agreement, to exercise any and all rights conferred therein, and to take all other actions necessary to effectuate said Abrogation and Release; authorizing the County Mayor to expend an amount not to exceed \$4,590,000.00 for the release of the restrictions as provided in the Offer to Abrogate and Release Correctional Use Deed Covenant and Right of Reversion and Abrogation and Release of Restrictions Agreement, an amount not to exceed \$6,500,000.00 for improvements to provide for housing and services benefitting persons experiencing homelessness, and an amount not to exceed \$14,000.00 for closing costs, for a total not-to-exceed amount of \$11,104,000.00; and directing the County Mayor to record the Abrogation and Release of Restrictions Agreement

Resolution No. R-994-22

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Jean Monestime.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Date: October 18, 2022

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Authorizing the Execution of an Offer to Abrogate and Release Correctional Use Deed Covenant and Right of Reversion related to approximately 5,000,731 Square Feet (115 Acres) of County-owned improved land located at 18201 SW 12th Street, Miami, FL 33194 (Folio No.: 30-4812-000-0022); Authorizing the County Mayor or County Mayor's designee to expend an amount up to \$4,590,000 for the release of the restrictions as provided in the Offer to Abrogate and Release Correctional Use Deed Covenant and Right of Reversion and Abrogation and Release of Restrictions Agreement and up to \$6.5 million for improvements to provide for housing and services benefitting persons experiencing homelessness, for a total amount of \$11,104,000

Summary

The Internal Services Department (ISD) is seeking approval of this item to purchase the release of a deed covenant restriction and right of reversion held by the United States of America on County-owned property located at 18201 SW 12th Street, Miami, FL 33194. The property was conveyed to the County by the United States of America with a deed restriction and reverter that restricted the use to correctional purposes. The property is not needed for correctional purposes and the Homeless Trust seeks to use the property to house persons experiencing homelessness. In order to use the property for such purposes, the deed restriction requiring that the property be used only for correctional purposes must be released. The United States of America has agreed to release the covenant and waive its reversionary rights, for a cost of \$4,590,000, representing the appraised value of the unimproved land at the time of the initial conveyance in 1989. Release of the covenant will allow the County to use the property without any restrictions. The Homeless Trust is also requesting authorization to expend an additional \$6.5 million for improvements to the current structure located on the property in order to provide housing and services benefitting persons experiencing homelessness.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of an Offer to Abrogate and Release Correctional Use Deed Covenant and Right of Reversion related to 5,000,731 Square Feet (115 Acres) of County-owned improved land (Property) located at 18201 SW 12th Street, Miami, FL 33194, between Miami-Dade County (Purchaser), and the United States of America, acting by and through the Administrator of General Services (GSA) (Seller), along with an Abrogation and Release of Restrictions Agreement. More specifically, the resolution does the following:

- Approves and Authorizes the County Mayor or County Mayor's designee to execute an Offer to Abrogate and Release Correctional Use Deed Covenant and Right of Reversion in consideration for payment to GSA in the amount of \$4,590,000 (Attachment 1 to the Resolution), and an Abrogation and Release of Restrictions Agreement (Attachment 2 to the Resolution), related to the Property;
- Authorizes the County Mayor or County Mayor's designee to expend \$4,590,000 for the release of the restrictions as provided in the Offer to Abrogate and Release Correctional Use Deed Covenant and Right of Reversion and Abrogation and Release of Restrictions Agreement; and
- Authorizes the County Mayor or the County Mayor's designee to expend up to \$6.5 million for improvements to the on-site facility and surrounding areas formerly known as the South Florida Evaluation and Treatment Center Annex (SFETC).

Scope

The Property is located in Commission District 11, and the item is sponsored by Commissioner Monestime.

Fiscal Impact/Funding Source

The estimated total cost to release the deed covenant and right of reversion and complete the rehabilitation of the current structure on property is approximately \$11,104,000, which includes \$4,590,000 for the purchase of the Abrogation and Release of the Correctional Use Deed Covenant and Right of Reversion of the Property, approximately \$6.5 million to improvement current facility, and approximately \$14,000 for closing costs. The purchase, closing costs, and structure rehabilitation will be funded from general funds and budgeted from the HOMES Investment Partnerships Funds and the ARPA Infrastructure Programs.

In accordance with the requirements in Section 125.355, Florida Statutes, two independent appraisals were procured by the Miami-Dade County Internal Services Department. As agreed by GSA, the appraisers were instructed to estimate the market value of the fee simple estate under the hypothetical assumption that the Property was unimproved and in the condition that existed at the time of the initial conveyance to the County, which was essentially unfilled, prairie wetland which had not yet been demucked. One appraisal, dated August 03, 2021, valued the Property at \$4,590,000 (Exhibit “A” to the Memorandum). The second appraisal, dated August 03, 2021, valued the Property at \$4,300,000 (Exhibit “B” to the Memorandum). The current market value of the Property as set forth in the Miami-Dade County Property Appraisers website is \$17,388,786. The Homeless Trust (Trust) and GSA agreed to the purchase amount of \$4,590,000, which represents the higher of the two appraisals based upon the hypothetical assumption. The average of the two appraised values is \$4,445,000, and therefore, pursuant to Section 125.355, since the agreed purchase price exceeds the average of the two appraisals, a two-thirds vote of the Board is required.

The estimated total cost for improvement to the facility is approximately \$6.5 million, as outlined in Exhibit “C” to the Memorandum.

Track Record/Monitoring

The Internal Services Department (ISD) will be responsible for carrying out the purchase of the release of deed covenant and right of reversion, recordation, and closing of all the documents in conjunction with this item. Compliance thereto will be monitored by Jessica Gutierrez, Real Estate Officer. The Homeless Trust (Trust) will be the administering department responsible for the monitoring of the capital projects for the rehabilitation of current facility, housing and service provider, which shall be tracked by Victoria Mallette, Executive Director. The provider’s grant agreements will be monitored through the Homeless Trust’s existing monitoring processes that consists of site visits, desk reviews, the review of monthly, quarterly and annual progress reports, as well as the analysis of utilization rates.

Delegation of Authority

Authorizes the County Mayor or County Mayor’s designee to (1) execute the Offer to Abrogate (2) execute the Release Correctional Use Deed Covenant and Right of Reversion and Abrogation and Release of Restrictions Agreement and to exercise any and all other rights conferred therein (3) take all other actions necessary to effectuate said abrogation and release and (4) expend an amount not to exceed \$11,104,000.

Background

The Internal Services Department (ISD) is seeking the release and abrogation of land use deed restrictions and reversionary rights held by the United States of America, related to the Property. On October 5, 1989, the United States of America, acting by and through the Administrator of General Services, remised,

Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners
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released, and quitclaimed (O.R. Book 14605 Pg. 3570) the Property to Miami-Dade County under the authority of the Comprehensive Crime Control Act of 1984, P.L. 98-473, 40 USC 484 (p), to be used for correctional purposes. The Property is under the jurisdiction of the Miami-Dade Department of Corrections and Rehabilitation (MDCR).

An application was submitted by MDCR, to the United States Department of Justice (USDOJ), to create the Dade County Krome Avenue Criminal Justice Center. The Criminal Justice Center was not developed, and alternative proposals were considered by MDCR, but none progressed to development. MDCR's Criminal Justice Plan analysis has found the Krome Avenue site to be the least suitable among all sites evaluated for future correctional facilities.

In 1998, MDCR entered into a lease agreement with the State of Florida Department of Children and Families Agency (DCF) which subsequently built a 112-bed facility for youth at a cost of approximately \$20 million. The property was known as South Florida Evaluation and Treatment Center Annex (SFETC). The SFETC ceased its operations, and DCF has now returned the Property to the County.

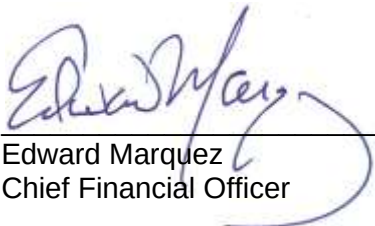
Considerable improvements have been made to the Property including de-mucking, the installation of a wastewater lift station and other utilities, road improvements, fencing, and the construction of the SFETC.

The Miami-Dade County Homeless Trust first learned of this facility in May 2019 and expressed interest in utilizing it to provide housing for persons experiencing homelessness. As a result, the County approached GSA, regarding the current correctional use restriction, and GSA proposed a buyout of the deed restriction based upon the Property value and existing condition at the time of the original conveyance, in 1989, prior to the County's improvement of the Property. On January 25, 2022, GSA notified the County that the buyout amount to release the correction use deed restriction would be \$4,590,000. GSA has also required, as part of their proposed buyout, that the County bring this agenda item before the Board no later than November 1, 2022.

Approval of a Governmental Facility Hearing by the Board pursuant to Section 33.303 (b) of the Code of Miami-Dade County is not required.

As part of the due diligence process, the County engaged an environmental review that consisted of a Phase I environmental site assessment. No harmful substances were found and a Phase II was deemed unnecessary.

The Internal Services Department (ISD) also prepared an estimate for improvements to the SFETC, to allow for floorplan remodeling, to facilitate additional living spaces to provide housing and services for persons experiencing homelessness (Exhibit "D" to the Memorandum).



Edward Marquez
Chief Financial Officer

Attachments

APPRAISAL OF
A 114.8 ACRE LAND PARCEL
LOCATED TO
THE SOUTH OF S.W. 8 STREET AND WEST OF KROME
AVENUE MIAMI-DADE COUNTY, FLORIDA

**PROJECT: MDRC – ABROGATION OF DEED
RESTRICTION**

PREPARED FOR
MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
111 N.W. 1 STREET SUITE 2460
MIAMI, FLORIDA 33128

DATE OF VALUE

AUGUST 3, 2021

PREPARED BY
Investors Research Associates, Inc.
5730 S.W. 74 Street, Suite 100
South Miami, Florida 33143

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5730 s.w. 74 street, suite 100
south miami, florida 33143-5381
telephone
305-665-3407
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305-665-4921

real estate consultants
and appraisers
licensed real estate broker



August 17, 2021

Jessica Gutierrez, Real Estate Officer
Miami-Dade County
Internal Services Department
111 N.W. 1 Street, 24 Floor
Miami, Florida 33128

Re: A 114.8-acre land parcel located to the south of S.W. 8 Street and west of Krome Avenue, Miami-Dade County

Dear Ms. Gutierrez:

The attached appraisal of the above referenced property is being submitted according to your request. This report contains the results of investigations and analyses made in order to furnish an estimate of the market value of the property described herein.

This appraisal is intended to comply with the following: The Uniform Standards of Professional Appraisal Practice (USPAP), as adopted by the Appraisal Standards Board of the Appraisal Foundation; requirements of the Real Estate Appraisal Board of the Florida Department of Professional Regulation; and the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

At the request of the client, this appraisal is subject to the following hypothetical conditions:

- That the property is unencumbered with the Public Benefit Conveyance related to correctional use restrictions specified in the acquiring deed and available to be put to its highest and best use.
- That the property is in the physical condition it was in at the time of transfer on October 5, 1989.

A Summary of Facts and Conclusions is provided in the front of the report and a Certification of Value appears in the final section.

Respectfully submitted,
Edward N. Parker
Digitally signed by Edward N. Parker
DN: cn=Edward N. Parker,
o=Investors Research Associates,
ou,email=ira5730@aol.com,
c=US
Date: 2021.08.18 15:42:37 -04'00'
Edward N. Parker, MAI
State Certified General
Real Estate Appraiser #RZ144

Geoffrey D. Heath
Digitally signed by Geoffrey D. Heath
DN: cn=Geoffrey D. Heath,
o=Investors Research Associates,
Inc., ou,email=ira5730@aol.com,
c=US
Date: 2021.08.18 15:44:38 -04'00'
Geoffrey D. Heath, MAI
State Certified General
Real Estate Appraiser #RZ1456

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I. SUMMARY OF FACTS AND CONCLUSIONS

The Assignment:	To estimate the current market value of the fee simple interest in the property described herein under the hypothetical conditions that: • It is unencumbered by a correctional use restriction and can be put to highest and best use. • It is in the physical condition it was in as of October 5, 1989.
Location:	To the south of S.W. 8 Street and the west of Krome Avenue, Miami-Dade County.
Property Description:	A 114.8-acre parcel of unimproved prairie wetland (1989 physical condition) adjacent to the north of the Krome Avenue Detention Center with an access easement off of Krome Avenue. It is noted that in its current condition the property is a demucked and filled site with four water retention areas as well as a 52,222-square foot vacant correctional building at the east end.
Current Owner:	Miami-Dade County Corrections Department
2021 Assessment Values:	
Assessor's Market Value:	\$17,390,948
Assessed Value:	\$17,390,948
2021 Taxes:	As a public entity current ownership is exempt from property taxes.
Zoning:	GU, Interim Use (1989 and present)
Land Use Plan Designation:	Open Space (1989) Institutions, Utilities, Communications (present)
Highest & Best Use:	Wetland mitigation
Market Value Conclusion in October 1989 Condition:	\$4,590,000
Effective Date of Valuation:	August 3, 2021

Date of Inspection:

August 3, 2021

Appraisers:

Edward N. Parker, MAI
Geoffrey Heath, MAI



APPRAISAL REPORT

Krome Detention Center Land
17800 SW 12 Street
Miami, Miami-Dade County, FL 33194
Project MDCR - Abrogation of Deed Restriction at Krome Detention Center



PREPARED FOR

Ms. Jessica Gutierrez
Real Estate Officer
Miami-Dade County Internal Services
111 NW 1 Street, Suite 2460
Miami, FL 33128

PREPARED BY

Joseph J. Blake and Associates, Inc.
5201 Blue Lagoon Drive
Suite 270
Miami, FL 33126



JOSEPH J. BLAKE AND ASSOCIATES, INC.
REAL ESTATE VALUATION AND CONSULTING

5201 Blue Lagoon Drive, Suite 270 | Miami, FL 33126 | Phone: (305) 448-1663 | Fax: (305) 448-7077 | www.josephjblake.com

September 22, 2021

Ms. Jessica Gutierrez
Real Estate Officer
Miami-Dade County Internal Services
111 NW 1 Street, Suite 2460
Miami, FL 33128

Re: Krome Detention Center Land
17800 SW 12 Street
Miami, FL 33194

Dear Ms. Gutierrez:

As requested, we have prepared an appraisal of the property referenced above presented in the attached Appraisal Report. The purpose of the appraisal is to develop an opinion of the following values:

Value	Date of Value	Interest Appraised	Value Type
"Current"	8/3/21	Fee Simple Estate	Fair Market Value

The subject's site consists of approximately 5,000,732 SF or approximately 114.80 acres of land. The site is irregular and portions of the site are level and at street grade and other portions are below grade, and/or are water retention ponds. We are appraising the property under the hypothetical condition that the subject is in the same condition as on the date of transfer in 1989 (the subject property was undeveloped vacant land). Therefore, we have not included the value associated with any improvements made to the site since that date.

The appraisal and the attached Appraisal Report have been prepared in conformity with and are subject to the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation (USPAP). In preparing this appraisal, we considered the use of the three most widely recognized approaches to value: the Cost, Income Capitalization and Sales Comparison Approaches. The appraisal is subject to the attached Assumptions and Limiting Conditions and Definition of Market Value.

Based on the analysis of pertinent physical and economic factors, we have arrived at the following value opinions:

Value	Date of Value	Interest Appraised	Value Opinion
"Current"	8/3/21	Fee Simple Estate	\$4,300,000

This appraisal is not based on any extraordinary assumptions.

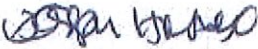
The property is valued as if unencumbered with the PBC-related use restriction specified in the deed and is available to be put to its highest and best use. This appraisal excludes the cost of, and any value increase resulting from, improvements made by the grantee and other parties. The property is appraised under the hypothetical condition that the subject is in the same condition as on the date of transfer in 1989 (the subject property was undeveloped vacant land). The date of value is a current date based on current market conditions. This is not a retrospective date of value. This appraisal is not based on any other hypothetical conditions.

The opinion(s) of value are based on exposure times of 6 to 12 months, assuming the property was properly priced and actively marketed.

The attached Appraisal Report summarizes the documentation and analysis in support of our opinions. If you have any questions, please contact the undersigned. We thank you for retaining the services of our firm.

Respectfully submitted,

JOSEPH J. BLAKE AND ASSOCIATES, INC.



Joseph Hatzell, MAI
Partner
Florida-State-Certified General Real Estate Appraiser
No. RZ1302
Expires: November 30, 2022
jhatzell@josephjblake.com

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TRANSMITTAL LETTER

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ADDENDA

Most Recent Deed
Legal Description
Zoning Information
Flood Map
Tax Information
Site Plan
Appraisal Engagement Contract
Glossary of Terms
Qualifications of the Appraisers

PROPERTY SUMMARY

PROPERTY APPRAISED	Krome Detention Center Land
PROPERTY ADDRESS	17800 SW 12 Street Miami, FL 33194
PARCEL/TAX ID	30-4812-000-0022
PROPERTY LOCATION	The subject site is located on the south side of SW 8th Street/ Tamiami Trail, west of Krome Avenue. The site wraps around the northwest, north, northeast and east sides of the Krome Detention center.

PURPOSE OF THE APPRAISAL

Value	Date of Value	Interest Appraised	Value Type
"Current"	8/3/21	Fee Simple Estate	Fair Market Value

PERTINENT DATES

DATE OF INSPECTION	August 3, 2021
DATE OF REPORT	September 22, 2021
DATE OF "CURRENT" VALUE	August 3, 2021

HIGHEST AND BEST USE

AS IMPROVED	Not Applicable, the subject is valued as vacant
AS IF VACANT	Hold for speculative development, mitigation

PROPERTY DATA

IMPROVEMENT DATA The subject's site consists of approximately 5,000,732 SF or approximately 114.80 acres of land. The site is irregular and portions of the site are level and at street grade and other portions are below grade, and/or are water retention ponds. We are appraising the property under the hypothetical condition that the subject is in the same condition as on the date of transfer in 1989 (the subject property was undeveloped vacant land). Therefore, we have not included the value associated with any improvements made to the site since that date.

SITE DESCRIPTION The subject's site contains 5,000,732 SF or 114.80 acres of land.

CURRENT USE As of the date of the value opinion(s), the subject was being used as vacant correctional facility. For the purposes of this report, the subject is valued as vacant land.

ZONING "GU," Interim District under the jurisdiction of the Miami-Dade County.

CENSUS TRACT 12-086-0151.00

VALUE SUMMARY

"Current" Value (8/3/2021)	
Land Value	\$4,300,000
Final Value Opinion	\$4,300,000

All photographs were taken by Joseph Hatzell, MAI on 8/3/2021.



Subject's Northwest Corner Facing West



Subject Northern Border Facing East



Interior of Subject Parcel Facing Southeast



Interior of Subject Parcel Facing West



Interior of Subject Parcel Facing South



Interior of Subject Parcel Facing South



Looking Eastward on SW 12th Street



Looking Westward on NW 12th Street



Looking Northward on Krome Avenue



Looking Southward on Krome Avenue

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- Joseph Hatzell, MAI, has made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certificate.
- As of the date of this report, Joseph Hatzell, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
- The Appraisal Report is not based on a requested minimum valuation, a specific valuation, or the approval of a loan. In addition, my engagement was not contingent upon the appraisal producing a specific value and neither engagement, nor employment, nor compensation, is based upon approval of any related loan application.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I am professionally competent to perform this appraisal assignment by virtue of previous experience with similar assignments and/or appropriate research and education regarding the specific property type being appraised.

The opinion(s) of value are based on exposure times of 6 to 12 months, assuming the property was properly priced and actively marketed.

Based on the analysis of pertinent physical and economic factors, we have arrived at the following value opinions:

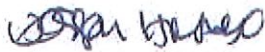
Value	Date of Value	Interest Appraised	Value Opinion
"Current"	8/3/21	Fee Simple Estate	\$4,300,000

This appraisal is not based on any extraordinary assumptions.

The property is valued as if unencumbered with the PBC-related use restriction specified in the deed and is available to be put to its highest and best use. This appraisal excludes the cost of, and any value increase resulting from, improvements made by the grantee and other parties. The property is appraised under the hypothetical condition that the subject is in the same condition as on the date of transfer in 1989 (the subject property was undeveloped vacant land). The date of value is a current date based on current market conditions. This is not a retrospective date of value. This appraisal is not based on any other hypothetical conditions.

The opinion(s) of value are based on exposure times of 6 to 12 months, assuming the property was properly priced and actively marketed.

JOSEPH J. BLAKE AND ASSOCIATES, INC.



Joseph Hatzell, MAI

Partner

Florida-State-Certified General Real Estate Appraiser

No. RZ1302

Expires: November 30, 2022

jhatzell@josephjblake.com

Krome Reconfiguration

Exhibit C

Improved Rehabilitation for Housing
(Including select floorplan remodeling to
adjoin rooms and add additional living
spaces in common areas 10%)

Unverified Corrections Estimate	
Replacement of the chiller plant and associated pumps	\$ 500,000.00
Air Handler check and replacement	\$ 75,000.00
Check and startup of boilers (Estimated cost)	\$ 100,000.00
Kitchen equipment	\$ 75,000.00
Laundry Equipment	\$ 50,000.00
Cleaning Interior of the facility	\$ 5,000.00
Lighting	\$ 367,000.00
Painting	\$ 35,000.00
Emergency generator repairs and new fuel tank	\$ 150,000.00
Upgrade security systems	\$ 200,000.00
Procurement of furniture, phones and other office equipment	\$ 500,000.00
Removal of barbed wire	\$ 90,000.00
Renovations 112 rooms replacing doors for residential areas	\$ 2,016,000.00
Renovation of public area spaces for Housing	\$ 202,500.00
Parking lot improvements (lighting and resurfacing)	\$ 224,000.00
Exterior Landscaping and hardscaping	\$ 337,500.00
Access Improvements (Create bus access to the door)	\$ 250,000.00
Subtotal Construction Cost	\$ 5,177,000.00
Contingency	\$ 517,700.00
Soft Costs (Design Project Management Permits)	\$ 776,550.00
Total Project Costs	\$ 6,471,250.00

Approximately 54,000 SF, 112 Beds plus Office and General "public space"

Krome Reconfiguration

Exhibit D

Unverified Corrections Estimate				Rehabilitate as corrections facility	Minimal rehabilitation for Housing	Improved Rehabilitation for Housing (Including select floorplan remodeling to adjoin rooms and add additional living spaces in common areas 10%)
Replacement of the chiller plant and associated pumps				\$ 500,000.00	\$ 500,000.00	\$ 500,000.00
Air Handler check and replacement				\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
Check and startup of boilers (Estimated cost)				\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Kitchen equipment				\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
Laundry Equipment				\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Cleaning Interior of the facility				\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Lighting				\$ 367,000.00	\$ 367,000.00	\$ 367,000.00
Painting				\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
Emergency generator repairs and new fuel tank				\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
Upgrade security systems				\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
Procurement of furniture, phones and other office equipment				\$ 500,000.00	\$ 500,000.00	\$ 500,000.00
Removal of barbed wire					\$ 90,000.00	\$ 90,000.00
Renovations 112 rooms replacing doors for residential areas					\$ 896,000.00	\$ 2,016,000.00
Renovation of public area spaces for Housing					\$ 90,000.00	\$ 202,500.00
Parking lot improvements (lighting and resurfacing)					\$ 224,000.00	\$ 224,000.00
Exterior Landscaping and hardscaping					\$ 150,000.00	\$ 337,500.00
Access Improvements (Create bus access to the door)					\$ 200,000.00	\$ 250,000.00
Subtotal Construction Cost				\$ 2,057,000.00	\$ 3,707,000.00	\$ 5,177,000.00
Contingency				\$ 205,700.00	\$ 370,700.00	\$ 517,700.00
Soft Costs (Design Project Management Permits)				\$ 308,550.00	\$ 556,050.00	\$ 776,550.00
Total Project Costs				\$ 2,571,250.00	\$ 4,633,750.00	\$ 6,471,250.00

Approximately 54,000 SF, 112 Beds plus Office and General "public space"



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 18, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(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 Danielle Levine Carr Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(12)
10-18-22

RESOLUTION NO. R-994-22

RESOLUTION APPROVING, BY A TWO-THIRDS VOTE OF BOARD MEMBERS PRESENT PURSUANT TO SECTION 125.355, FLORIDA STATUTES, (1) AN OFFER TO ABROGATE AND RELEASE CORRECTIONAL USE DEED COVENANT AND RIGHT OF REVERSION, AND (2) AN ABROGATION AND RELEASE OF RESTRICTIONS AGREEMENT BETWEEN THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE ADMINISTRATOR OF GENERAL SERVICES, AS SELLER AND GRANTOR, AND MIAMI-DADE COUNTY, AS PURCHASER AND GRANTEE, RELATED TO APPROXIMATELY 5,000,731 SQUARE FEET OF IMPROVED LAND LOCATED AT 18201 SW 12TH STREET, MIAMI, FLORIDA; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE OFFER TO ABROGATE AND RELEASE CORRECTIONAL USE DEED COVENANT AND RIGHT OF REVERSION AND ABROGATION AND RELEASE OF RESTRICTIONS AGREEMENT, TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE SAID ABROGATION AND RELEASE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXPEND AN AMOUNT NOT TO EXCEED \$4,590,000.00 FOR THE RELEASE OF THE RESTRICTIONS AS PROVIDED IN THE OFFER TO ABROGATE AND RELEASE CORRECTIONAL USE DEED COVENANT AND RIGHT OF REVERSION AND ABROGATION AND RELEASE OF RESTRICTIONS AGREEMENT, AN AMOUNT NOT TO EXCEED \$6,500,000.00 FOR IMPROVEMENTS TO PROVIDE FOR HOUSING AND SERVICES BENEFITTING PERSONS EXPERIENCING HOMELESSNESS, AND AN AMOUNT NOT TO EXCEED \$14,000.00 FOR CLOSING COSTS, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$11,104,000.00; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECORD THE ABROGATION AND RELEASE OF RESTRICTIONS AGREEMENT

WHEREAS, the Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

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

Section 1. The foregoing recital is incorporated into this resolution and is approved.

Section 2. This Board hereby approves by a two-thirds vote of Board members present pursuant to section 125.355, Florida Statutes, (1) an Offer to Abrogate and Release Correctional Use Deed Covenant and Right of Reversion, and (2) an Abrogation and Release of Restrictions Agreement between the United States of America, acting by and through the Administrator of General Services (GSA) as Seller and Grantor, and Miami-Dade County (County), as Purchaser and Grantee, related to approximately 5,000,731 square feet of improved land located at 18201 SW 12th Street, Miami, Florida (Property), in substantially the form attached hereto as Attachment 1 and Attachment 2, respectively.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to (1) execute the Offer to Abrogate and Release Correctional Use Deed Covenant and Right of Reversion and the Abrogation and Release of Restrictions Agreement on behalf of the County, (2) exercise any and all rights conferred therein, and (3) take all other actions necessary to effectuate said abrogation and release.

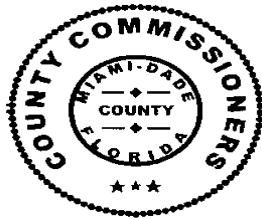
Section 4. This Board further authorizes the County Mayor or County Mayor's designee to expend (1) an amount not to exceed \$4,590,000.00 for the release of the restrictions as provided in the Offer to Abrogate and Release Correctional Use Deed Covenant and Right of Reversion and Abrogation and Release of Restrictions Agreement, (2) an amount not to exceed \$6,500,000.00 for improvements to provide for housing and services benefitting persons experiencing homelessness, and (3) an amount not to exceed \$14,000.00 for closing costs, for a total not-to-exceed amount of \$11,104,000.00.

Section 5. Pursuant to Resolution No. R-974-09, this Board directs the County Mayor or County Mayor’s designee to record the Abrogation and Release of Restrictions Agreement evidencing the abrogation of the Property’s land use deed restrictions and simultaneous release of the Seller’s reversionary rights to the County in the Public Records of Miami-Dade County, Florida and to provide a recorded copy of the corrective instrument to the Clerk of the Board within 30 days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this Resolution.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** , who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

	Jose “Pepe” Diaz, Chairman	aye	
	Oliver G. Gilbert, III, Vice-Chairman	aye	
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Kionne L. McGhee	aye
Jean Monestime	aye	Raquel A. Regalado	aye
Rebeca Sosa	aye	Sen. Javier D. Souto	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of October, 2022. 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

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shannon D. Summerset-Williams

**OFFER TO ABROGATE and RELEASE CORRECTIONAL USE DEED COVENANT
and RIGHT OF REVERSION**

1. Subject Property.

Miami-Dade County, Florida ("Purchaser"), hereby offers to purchase from the United States of America, acting by and through the Administrator of General Services ("Seller"), the abrogation of the correctional use deed covenant and release of the Government's right of reversion on property formerly known as (P) Hercules Missile Site HM-95, GSA Control No. 4-D-FL-912(2S), consisting of approximately 114 acres, conveyed to Purchaser on October 5, 1989, recorded in Official Record 14605, Page 3570, Clerk of the Circuit Court, Dade County, Florida. This document, with Exhibits A – B, shall be referred to hereinafter as the "Offer to Abrogate".

2. Terms of Abrogation of the Correctional Use Deed Restriction and Release of Reverter.

2.1. Abrogation Price. The total purchase price for the abrogation is Four Million Five Hundred Ninety Thousand Dollars (\$4,590,000.00) payable as follows: Ten Thousand Dollars (\$10,000) remitted as an earnest money deposit in the form of an electronic funds transfer (wire transfer) will be disbursed after Miami Dade County's Board of County Commissioner approval and adoption of Resolution accepting the abrogation of the correctional use deed covenant and release of the Government's right of reversion; Four Million Five Hundred Eighty

Thousand Dollars (\$4,580,000) will be disbursed upon closing pursuant to subsection 2.3.

2.2. Title Documents. Upon acceptance of the Offer to Abrogate, abrogation and release of the correctional use deed restriction and right of reversion shall be made by an Abrogation and Release Agreement, providing the following:

2.2.1. Seller, by execution of the Abrogation and Release Agreement, releases the Purchaser, its successors and assigns, from the Condition Subsequent affecting the Property, as set forth in Paragraph One of the Deed on Page 3571 of Book 14605.

2.2.2. Nothing contained in the Abrogation and Release Agreement shall be construed as any release by the Seller of all other terms, conditions, Seller reservations, and agreements contained in the Original Deed dated October 5, 1989, covering the Krome Avenue Property, which shall remain in full force and effect.

2.3. Acceptance. This Offer to Abrogate shall be firm and continuing for a period of Sixty (60) days from the date of its receipt by Seller. To accept the Offer to Abrogate, Seller shall execute Section 5 of this document entitled "Acceptance of the United States Government" and return one original of the executed contract to the Purchaser. This receipt by

PURCHASER: _____

SELLER: _____

Purchaser of the executed Offer to Abrogate shall constitute "Notice of Acceptance".

2.3.1. If this Offer is withdrawn by Purchaser before expiration of the sixty (60) day period or such longer period as may be mutually agreed upon during which it remains a continuing offer, and prior to Notice of Acceptance, the earnest money deposited by Purchaser may, at Seller's option, be retained by Seller as liquidated damages.

2.3.2. If Seller does not accept this Offer to Abrogate within sixty (60) days of receipt by Seller, or such longer period as may be mutually agreed upon, the earnest money deposit shall be promptly returned to Purchaser without interest.

2.4. Closing. No later than January 5, 2023, closing of the transaction contemplated hereby shall be mailed or held in the Real Property Utilization & Disposal Division of the Public Buildings Service, General Services Administration, Atlanta, Georgia, or a mutually agreed upon site. At the closing,

2.4.1. Purchaser shall tender to Seller a payment in the amount of Four Million Five Hundred Eighty Thousand Dollars (\$4,580,000).

2.4.2. Seller shall deliver to Purchaser the Abrogation and Release Agreement which shall have been duly executed and authenticated by authorized officials of Seller.

PURCHASER: _____

SELLER: _____

CERTIFICATE OF AUTHORIZATION OF PURCHASER

I, _____, certify that I am the
_____ of the
(Secretary or other Official Title)

_____ named as Purchaser
(City, State, County, or Commission)

herein; that _____, who signed this Offer to
Abrogate on behalf of the Purchaser was then _____,
(Official Title)

that said Offer to Abrogate was duly signed for and on behalf of said
_____ by authority of its governing
(State, County, or Commission)

body, and the Offer to Abrogate is within the scope of its corporate powers.

Signature of Certifying Officer

SEAL

PURCHASER: _____

SELLER: _____

5. Acceptance of the United States Government.

The _____ Offer to
(City's, State's, County's, or Commission's)

Abrogate, as set forth in the foregoing Offer to Abrogate is hereby ACCEPTED

by and on behalf of the United States of America this _____ day of

_____, _____.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

BY: _____

TITLE: _____

Enclosures

- (1) Exhibit A – Deed of Conveyance, October 5, 1989
- (2) Exhibit B – Resolution

PURCHASER: _____

SELLER: _____

Attachment 2

ABROGATION AND RELEASE OF RESTRICTIONS

THIS ABROGATION AND RELEASE AGREEMENT (the “Agreement”) is made this ____ day of _____ 2022, by and between the UNITED STATES OF AMERICA (the “United States” or the “Government”), acting by and through the Administrator of General Services (“GSA”), whose address is 77 Forsyth Street, S.W., Atlanta, GA 30303, under and pursuant to the powers and authority contained in the provisions of the Property Act, 40 U.S.C. § 101, § 553 (formerly the Federal Property and Administrative Services Act of 1949), and the regulations and orders promulgated thereunder (collectively “the Act”), hereinafter referred to as “Grantor,” and **Miami-Dade County, formerly Metropolitan Dade County**, (the “County”), a political subdivision of the State of Florida, having an address at 111 NW 1st Street, Miami, Florida 33128, hereinafter referred to as “Grantee”.

WITNESSETH:

WHEREAS, the Government originally conveyed to the County, by deed dated October 5, 1989, recorded in Official Record Book 14605, Page 3570 (“Original Deed”) of the Records of the Clerk of the Circuit Court, Dade County, property formerly known as (P) Hercules Missile Site HM-95, consisting of approximately 114.8 acres, more or less, (the “Property”), a true and correct copy of the legal description for the Property which is attached hereto marked **Exhibit “A”** and made a part hereof; for the exclusive, restricted use for correctional purposes pursuant to the authority of 40 USC §553; and

WHEREAS, pursuant to the authority of 40 USC §553, the Property was conveyed subject to the restrictive covenant that it shall be used and maintained for the correctional purposes for which it was conveyed in perpetuity, and that if the Property ceases to be used or maintained for

that purpose, all or any portion of the Property shall, in its then existing condition, at the option of the Government, revert to the Government (the “Use Restrictive Covenant and Right of Reversion”); and

WHEREAS, the County has been unable to proceed with its intended correctional facility project in compliance with the Use Restrictive Covenant and Right of Reversion that requires the County to use and maintain the Property for correctional purposes, as set forth in the Original Deed, and has requested from the Government to be released from this covenant so that the County may pursue other beneficial use of the property; and

WHEREAS, GSA has the authority under the Act to abrogate the Use Restrictive Covenant and Right of Reversion set forth in the Deed; and

WHEREAS, the County wishes the Government to abrogate the Use Restriction Covenant and Right of Reversion in order to allow the redevelopment of the property; and

WHEREAS, GSA has determined that abrogation of the Use Restriction Covenant and Right of Reversion is in the best interest of the United States of America.

NOW THEREFORE, in consideration of the payment by the GRANTEE of Four Million Five Hundred Ninety Thousand Dollars (\$4,590,000.00), and the mutual agreements contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTOR and GRANTEE agree to the following:

1. GRANTOR, by execution of this Agreement, releases the GRANTEE, its successors and assigns, from the Use Restrictive Covenant and Right of Reversion and removes the use restrictions affecting the Property, as set forth in the Original Deed.
2. GRANTOR, by execution of this Agreement, removes, releases and extinguishes its rights provided in the Original Deed to retake possession of the Property and exercise

its Right of Reversion.

3. GRANTEE, by execution of this Agreement, acknowledges that the Grantor retains the reservation of all oil, gas, and other minerals, in, under, and upon the Property, to itself and its assigns, as reserved and retained by the Original Deed, and nothing in this agreement shall convey, remise, or release the Grantor's interest.
4. Nothing contained in this Agreement shall be construed as any release by the Grantor of any other terms, conditions, reservations, and agreements contained in the Original Deed, which shall remain in full force and effect, except for those stated expressly herein.

IN WITNESS WHEREOF, to indicate their agreement to the provisions contained in this Agreement, the Grantor and the Grantee have executed this document, effective on the date this document is fully executed below.

[Signature pages follow.]

GRANTOR:

UNITED STATES OF AMERICA

Acting by and through the Administrator of General Services

By: _____

Lori Dennis

Disposal Contracting Officer

Office of Real Property Utilization and Disposal Mid-
Atlantic Region

GRANTEE:

Miami-Dade County
Florida

By: _____

Title: _____

U.S. GENERAL SERVICES ADMINISTRATION
ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____ 2022, personally appeared before me, a Notary Public in and for the State of Georgia, Lori Dennis, Disposal Contracting Officer, Office of Real Property Utilization and Disposal, Mid-Atlantic Region, General Services Administration, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same on the date hereof as her free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of the United States of America and the Administrator of General Services.

WITNESS MY HAND AND OFFICIAL SEAL on the day and year first above written.

Notary Public
My Commission Expires: _____

MIAMI-DADE COUNTY

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

On this _____ day of _____ 2022, personally appeared before me, a Notary Public in and for the State of Florida, _____, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same on the date hereof as her free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of Miami-Dade County, Florida.

WITNESS MY HAND AND OFFICIAL SEAL on the day and year first above written.

Notary Public
My Commission Expires: _____