21	14/2007	
And \$	1 1/2007	

Lee County Board Of County Commissioners **Agenda Item Summary**

Blue Sheet No. 20070293

1. ACTION REQUESTED/PURPOSE: Approve Resolution declaring improved County-owned property located at 915 SE 31st Terrace, Cape Coral, Fl, Strap #31-44-24-C4-00626.0220_, as surplus property: authorize the Board to execute the County Deed and authorize the Department of Human Services to handle and accept all documentation necessary to complete this transaction.

2. FUNDING SOURCE: No funds required.

3. WHAT ACTION ACCOMPLISHES: Declares County owned property as surplus and authorizes staff to transfer it to a non-profit corporation that promotes the community's interest and welfare.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Categ	ory: 05	6. Meeting Date: 3/13/07					
7. Agenda:	8. Requ	uirement/Purpos	e: (specify)) 9. Request Initiated:			
X Consent	FS	. Statute	175.38	Commissioner			
Administrative		Ordinance		Department	Human Services		
Appeals		Admin. Code		Division	Housing Services		
Public	X	Other		By: Marsh	a Popkey		
Walk-On		-					
10. Background: The Department of Human Services acquired subject property and rehabilitated it							

with Federal funds to be utilized for supportive housing for persons with disabilities. Through a Request for Proposals, the Department of Human Services selected Renaissance Manor, Inc, a nonprofit Florida Corporation to own and manage the property and to coordinate supported services to assist persons with special needs in retaining their housing. The Board of County Commissioners approved transfer of this residential property in October on Blue Sheet 20051275. This property will provide three supportive housing units for qualifying individuals. Renaissance Manor will be responsible for costs related to the recording fees and documentary tax stamps.

Attachments: Resolution of Surplus Real Property to a Not-For-Profit; County Deed with **Declaration of Restrictive Covenants; Transfer of Property Agreement; Request for Proposal;** Location Map.

	11. Review for Scl Departm Purchasing ent or	neduling: Human Resources	Other County	County Attorney		Budge	et Services		County Manager/P.
Å	Director Contracts	N/A	Lands	Un class. Baiser	Analyst RK 2 23	Risk	Grants RKFR 244	41 Mgr. 2/24/07	W. Director
7	12. Commission A Appro Defer Denie Other	oved red :d		7. •	COUN	<u> </u>	Pic mp	Rec. by Date: Je Time: <u>Y'. (Oc</u> Forwarde)	€/07 DM

Resolution No.

RESOLUTION OF SURPLUS REAL PROPERTY TO A NOT-FOR-PROFIT

A RESOLUTION OF LEE COUNTY RELATING TO THE DONATION OF CERTAIN LEE COUNTY SURPLUS LANDS TO **RENAISSANCE MANOR, INC. A NON-PROFIT FLORIDA CORPORATION** FOR CERTAIN AUTHORIZATIONS; PROVIDING FOR AN EFFECTIVE DATE.

RECITATIONS

WHEREAS, The Board of County Commissioners is the governing body in and for Lee County, a political subdivision and Charter County of the State of Florida; and

WHEREAS, The Board of County Commissioners has certain powers and authority relative to the disposition of real property belonging to the County; and,

WHEREAS, pursuant to Section 125.38, Florida Statutes, the County has the authority to convey real property by private sale to any corporation or organization not-for-profit for nominal consideration if certain findings are made by the Board of County Commissioners; and,

WHEREAS, Renaissance Manor, Inc. is a corporation or other organization notfor-profit, which is organized for the purposes of promoting community interest and welfare as contemplated by Section 125.38, Florida Statutes, and as created by Chapter 373, Florida Statutes; and,

WHEREAS, Renaissance Manor, Inc. has formally made application to The Board of County Commissioners for the donation of certain Lee County real property (Exhibit 1 - Legal Description) for use as said organization not-for-profit deems appropriate; and,

WHEREAS, The Board has carefully reviewed the subject parcel and finds that the real property is not needed for any County purpose, and further finds that the use by Renaissance Manor, Inc. serves a public purpose and is in the public interest; and,

WHEREAS, The Board of County Commissioners also finds that it serves a public purpose to convey the subject property to Renaissance Manor, Inc. for the nominal consideration of One Dollar (\$1.00).

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

- 1. The above recitations are true and accurate and are hereby adopted and incorporated herein as if set out at length, and said real property is hereby declared surplus land.
- 2. Lee County recognizes and accepts the Renaissance Manor, Inc. application to receive said Lee County surplus real property in fee simple (Exhibit 2 Application).
- 3. Lee County recognizes and accepts the Renaissance Manor, Inc. proposal to use the County surplus property for its stated purposes.
- 4. In order that the proposed transaction is more efficiently consummated, the Board specifically authorizes and directs relevant County staff to develop and finalize all necessary documents for the contemplated transaction, and specifically authorizes the Chair of the Board of County Commissioners to execute any and all such necessary documents for the said transaction on behalf of the Board of County Commissioners.
- 5. This Resolution shall become effective immediately upon its adoption.

ATTEST: CHARLIE GREEN CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

By:

Deputy Clerk

By:____ Chair

APPROVED AS TO FORM:

By:

Lee County Attorney's Office

Exhibit 1 Legal Description

CAPE CORAL UNIT 21 BLK 626 PB 13 PG 150LOTS 22 + 23, otherwise known as 915 SE 31st Terrace, Cape Coral FI Strap #<u>31-44-24-C4-00626.0220</u>.

Exhibit A

This Instrument Prepared by: LEE COUNTY DIVISION OF HUMAN SERVICES Post Office Box 398 Fort Myers, Florida 33902-0398 STRAP No. <u>31-44-24-C4-00626.0220</u> COUNTY DEED

(Statutory)

THIS DEED, executed this ______ day of ______, 2007, by LEE COUNTY, FLORIDA, A POLITICAL SUBDIVISION AND CHARTER COUNTY OF THE STATE OF FLORIDA, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, Grantor, to Renaissance Manor, Inc., a Florida Not for Profit Corporation, whose address is 1401 16th Street, Sarasota, FL 34236, Grantee.

WITNESSETH: The COUNTY, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Lee County, Florida:

CAPE CORAL UNIT 21 BLK 626 PB 13 PG 150LOTS 22 + 23, otherwise known as 915 SE 31st Terrace, Cape Coral FI Strap <u>#31-44-24-C4-00626.0220</u>.

In accordance with Florida Statutes s. 270.11, the COUNTY hereby reserves an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the subject land and an undivided one-half interest in all the petroleum that is or may be in, on, or under the subject land with the privilege to mine and develop each interest. Provided, however, the right of entry with respect to any interest in phosphate, minerals, metals or petroleum reserved in favor of the County is hereby released if the subject parcel being conveyed is or has always been a contiguous tract of less than 20 acres in the aggregate under the same ownership.

This conveyance is Subject to the covenants, restrictions and reservations in EXHIBIT "B".

By acceptance of this deed the Grantee accepts and agrees to comply with these covenants, restrictions and reservations.

In the even the Grantee fails to use the property for the purposes set forth herein expressly or by reference, the ownership of the property will, at the Grantor's option and upon Grantor's written notification to Grantee, revert to the Grantor.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and does not warrant the title or represent any state of facts concerning the title.

IN WITNESS WHEREOF the COUNTY has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year above.

(OFFICIAL SEAL)

ATTEST: CHARLIE GREEN, CLERK LEE COUNTY, FLORIDA, BY ITS **BOARD OF COUNTY** COMMISSIONERS

By: _____ Deputy Clerk

By: ____

Chair or Vice Chair

APPROVED AS TO FORM:

By: _____ Office of County Attorney

Exhibit B

DECLARATION OF RESTRICTIVE COVENANTS

- 1. This Declaration is in furtherance of and incorporates the Transfer of Property Agreement and all obligations thereunder entered into between the County and Renaissance Manor, Inc. dated ______.
- 2. GRANTEE, its successors or assigns, shall operate the supportive housing throughout a period of fifteen (15) years commencing on the date of recordation of the deed and Declaration of Restrictive Covenants.
- 3. GRANTEE agrees to maintain no more than a twenty percent (20%) vacancy rate as established and awarded by the Lee County Department of Human Services. At such a time this vacancy rate may not be upheld, GRANTEE must provide documentation of good faith effort to procure tenants and Lee County Department of Human Services may evaluate and restructure vacancy rate as deemed appropriate.
- 4. In the event the GRANTEE fails to use the property for the purposes set forth herein expressly or by reference, the ownership of the property will, at the GRANTOR's option, revert to the GRANTOR.
- 5. GRANTEE agrees to maintain Property in compliance with local codes and to a safe, decent and sanitary condition, which shall include repairs and maintenance duties to the Property to extend the life of the dwelling. Further, GRANTEE agrees to comply with all local, State and Federal requirements specific to funding sources attached to this property as instructed by the Lee County Department of Human Services.
- 6. If, pursuant to a request from the GRANTEE, the County determines that the project is no longer needed for use as supportive housing, the County may authorize the GRANTEE, its successors or assigns, or convert the use of the project for the direct benefit of low-income persons.
- 7. The County may approve such action as may be necessary to allow the transfer, conveyance, assignment, leasing, mortgaging or encumbering of the Property or to accomplish the acts described above.
- 8. This Declaration and the covenants set forth herein regulating and restricting the use and occupancy of the Property (i) shall be and are covenants running with the Property, encumbering the Property for the term of this Declaration, and binding, upon the Recipient's successors in title and all subsequent owners of the Property, (ii) are not merely personal covenants of the Recipient, and (iii) shall bind the Recipient and its respective successors and assigns during the term of this Declaration.
- 9. Any and all requirements of the laws of the State of Florida to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with

the land shall be deemed to be satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to ensure that these restrictions run with the land.

10. The invalidity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

For the term of this Declaration, each and every contract, deed, or other instrument hereafter executed conveying the property or portion thereof shall expressly provide that such conveyance is subject to this Declaration, provided, however, that these covenants contained herein shall survive and be effective regardless of whether such contracts, deed or other instrument conveyance is subject to this Declaration.

Upon expiration of the period during which the GRANTEE is obligated to operate the Property in accordance with the Agreement, this Declaration shall terminate and shall no longer be effective.

(Balance of Page Intentionally Left Blank)

TRANSFER OF PROPERTY AGREEMENT

This Agreement is entered into this 16th day of February, 2007 by Lee County, a political subdivision and Charter County of the State of Florida herein after referred to as "COUNTY" and Renaissance Manor, GRANTEE, regarding the transfer and usage of 915 SE 31st Terrace, Cape Coral, Florida (Property). More commonly described as:

Lots 22 and 23, Block 626, CAPE CORAL, According to the Plat thereof Recorded in Plat Book 13, Pages 149 to 173, Inclusive, in Public Records of Lee County, Florida

The purpose of the Agreement is to ensure the provision of supportive housing for Lee County residents, as defined in the Request for Proposals attached hereto, and incorporated by reference as Exhibit "C" and as awarded by the Lee County Department of Human Services, and as enforced by the Declaration of Restrictive Covenants (Declaration) attached hereto as Exhibit "B".

GRANTEE agrees to maintain Property in compliance with local codes and to a safe, decent and sanitary condition, which shall include repairs and maintenance duties to the Property to extend the life of the dwelling. Further, GRANTEE agrees to comply with all local, State and Federal requirements specific to funding sources attached to this property as instructed by the Lee County Department of Human Services.

GRANTEE agrees to maintain Property as supportive housing for a period of fifteen (15) years, pursuant to the terms of the Declaration. Within thirty (30) days from the date of this Agreement, COUNTY will execute a County Deed in favor of GRANTEE. A copy of which is attached hereto as Exhibit "A".

GRANTEE, its successors or assigns, shall operate the supportive housing throughout a period of fifteen (15) years commencing on the date of recordation of the deed and Declaration of Restrictive Covenants.

GRANTEE agrees to maintain no more than a twenty percent (20%) vacancy rate as established and awarded by the Lee County Department of Human Services. At such a time this vacancy rate may not be upheld, GRANTEE must provide documentation of good faith effort to procure tenants and Lee County Department of Human Services may evaluate and restructure vacancy rate as deemed appropriate.

If, pursuant to a request from the GRANTEE, the County determines that the project is no longer needed for use as supportive housing, the County may authorize the GRANTEE, its successors or assigns, or convert the use of the project for the direct benefit of low-income persons.

The County may approve such action as may be necessary to allow the transfer, conveyance, assignment, leasing, mortgaging or encumbering of the Property or to accomplish the acts described above.

Request for project alteration or agreement termination shall be initiated by GRANTEE, and submitted to Lee County Department of Human Services for review and approval, as defined in the Declaration of Restrictive Covenants.

Accepted by:

GRANTEE By: Title: C

02/15/07 Date:

Witnessed: Witness Signature

D(I)

Witness Printed Name

Witness Signature

MAKINE GBBS

Witness Printed Name

Accepted by:

Lee County Department of Human Services

BV Director

Date:

Witnessed:

Witness Signature

<u>HDD</u> M. Arnal Witness Printed Name

Witness Signature

Witness Printed Name

Proposal: Cape Coral Project

Lee County Department of Human Services

2006 JUN 23 PM 2: 00

DEPARTMENT OF HUMAN SERVICES

Goal: To provide three people with long-term mental illness permanent housing with priority on those who meet the HUD definition of homelessness and/or previously resided in the neighborhood.

Program Operation

Renaissance Manor, Inc. (RM) provides high-quality, permanent supportive housing to adults diagnosed with mental illness and supports their residence in the least-restrictive and safest environment possible. This project provides three people with long-term mental illness housing and support services in the least restrictive and safest environment possible to empower them to be self-sufficient. RM anticipates that all of the residents will be, at least initially at or below 50 percent of AMI and range in age from 18 to 65 years. Renaissance Manor also accepts residents with co-occurring disorders, that is individuals can be suffering from mental illness and recovering from addiction.

The site will provide quality affordable housing, supportive housing staff, screening prior to residency, case management, supportive living life skills training, community enrichment opportunities, ongoing observation and transportation to supplement local bus service. Supportive Housing Staff will help each resident develop an Individualized Service Plan, power sharing, to coordinate support services based on their own personal goals and three program goals: 1) to obtain and remain in permanent housing, 2) to achieve self-determination and 3) to increase their skills and income.

To augment case management and other support services, RM staff provides life skills by working along side each resident in the comfort of their home. As part of these services, residents receive ongoing encouragement and feedback to help them improve and practice skills related to daily living and housing upkeep. These skills help residents function more independently, experience success in the housing in which they reside and develop income-related skills and interests.

Life skills training includes issues like hygiene, nutritional needs, caring for personal business affairs, obtaining medical and other services, recognizing and avoiding common dangers or hazards to self or possessions. For example, the hygiene content includes bathing, shampooing, dental care and other grooming. Some residents need reminders about frequency, i.e., to comb their hair at least hair. Other residents need help knowing when to change or clean their clothes and with clothing selection, especially for public events. At suitable levels of details, life skill education also includes basic know-how like unit cleaning, safety and the use of appliances like the refrigerator, air conditioner, stove and oven. This training includes the plumbing system and stresses the proper use of sinks, commodes, showers or tubs. To keep the units affordable and to practice skills for low-income living, staff stresses conservation measures including minimizing the use of heat/air conditioning and water. Over time staff remind and teach residents about door locks, how to handle garbage, 911 and how to notify staff of general maintenance needs in addition to answering other resident questions.

At first glance these lessons seem basic. However the organization's experience is that many individuals lack these and other basic living skills when they begin residency. Since the adults coming to live at RM have frequently experienced long-term illness and major stress in their lives (up to 60 percent were homeless), earlier independent living lessons were often disrupted. For others, this opportunity is their first independent living opportunity in safe and decent housing.

RM finds it is best not to not assume the existence of these skills for either the safety of the resident or the non-profits' efficiency.

As individuals succeed with basic skills, staff offers other life skills training. These lessons include good neighbor skills, peer support and encouraging a peer driven model. The peer driven model proposed is highly successful and effective and accounts for the success at Licata Village. Staff also teaches bill paying mechanics, budget development and how to establish bank accounts. Staff and residents confer about simple errands like purchasing postage, filling prescriptions, using cash machines and food shopping. Some activities, like the yard upkeep and food skills are explored in-depth to provide knowledge and experience for potential employment. Later skills training also cover other independent living tasks related to housing units. This includes topics like such as how to store belongings efficiently and how to and how often to clean a stove, the refrigerator, sinks and commodes. Staff and residents tackle cooking skills that help improve nutrition. This, in turn, leads to more consistent response to prescription drugs that the residents need. New residents need about 30 hours of basic skill training per month. Staff and other residents work in small learning groups to create a community peer driven support. After initial work, the training help residents to add skills, to receive support and to review previous information.

Creative Ways to Subsidize Rent and Operating Costs

As stated above, as part of their Individuals Service Plan, staff helps residents to increase their skills and income. At RM Lee County Licata Village housing, 100 percent of the residents have increased their income by 10-20 percent through entitlement payment or employment. Funds earned through entitlement programs helps to stabilize residents and income flow for the organization.

Staff works with all residents to help them find volunteer and work opportunities. Although volunteer opportunities do not by themselves lead to greater resident income, successful volunteering support increases stabilization and reducing the need for services (and increases community services for others) It also, offer opportunities for future employment. To support employment, RM staff not only helps residents locate jobs in the community, it also offers employment. To date the organization has created three work crews that provide property management services including lawn maintenance and repairs for RM and for other nonprofit agencies. Being part of a crew offers opportunities to: 1) learn job skills, 2) earn money (rent remains at or less than 1/3 of income) and 3) increase self-sufficiency. Finally, as the work crew, become profitable these funds can also support operations and provide unit upgrades.

Staff will also seek grant funds and individual donations to provide resources for capital expenditures and upgrades. For its recently completed Licata Village, the organization received \$3,000 for furniture and appliances from the Southwest Community Foundation. The organization also works with volunteers who donate or help residents find furniture and other housekeeping items at reasonable cost. Several contractors donate items like kitchen cabinets and appliances as needed. Still other volunteers assist in landscaping and gardening.

Rental Strategy

Residents pay 30 percent of their adjusted gross income for housing and sign 12-month renewable lease when they begin residency. RM will provide certified income eligibility information to Lee County annually. Staff received income certification training from the Florida Housing Coalition For residents who sustain employment for more than 60 days, staff recertifies their rent payment based upon 30 percent of their adjusted gross income. If a resident losses their job, their rental obligation is adjusted immediately.

Outreach Plan

Potential residents, their families, medical professionals and caseworkers contact Renaissance Manor about housing availability. Demand and need for RM units is so strong that one or two calls/emails to staff at collaborating agencies fills vacancies within 72 hours. For example, when Renaissance Manor took over the management of the duplexes in Cape Coral this year, they were 100 percent full within 30 days.

On average, Renaissance Manor receives at least two requests per week for housing. To keep track of requests, RM maintains a waiting list. If staff anticipates housing will become available to meet the need, staff collects contact information and notifies them immediately of unit availability.

Residents are selected after an interview and reference check process that collects information from the resident, family members, service provides and doctor recommendations and a medical history. Residents must not be dangerous to themselves or others. Individuals must exhibit stable and appropriate lifestyles/behavior and sustain this behavior on a daily/week-to-week basis. If residency is not appropriate, RM refers individuals to other agencies.

RM works collaboratively with Lee Mental Health (Ruth Cooper Center), David Lawrence Centers, Coastal Behavioral Healthcare, NAMI of Lee County, SWAFAS and the Lee County Homeless Coalition. RM encourages consumer directed care, that is, residents receive services from agencies they choose. A variety of providers offer clients and families options that allow individuals to seek services that best meets their needs. RM is a supportive housing agency and not a provider agency. RM does not compete with the existing provider agencies, but collaborates and supports them.

Supportive Service Providers

Successful Partnerships

Since 2001, Renaissance Manor has a memorandum of understanding with Coastal Behavioral Health care to jointly operate housing sites in Sarasota. Additionally, Renaissance Manor uses the staff at Coastal Behavioral Healthcare to provide case management services to many of its residents. Renaissance Manor also has a formal, cooperative agreements and collaborative relationship with Lee Mental Health (Ruth Cooper Center) and David Lawrence Centers.

Management Plan

For Residents

- \$ All persons served will be eligible for mainstream services.
- \$ If the prospective resident contacts Renaissance Manor directly, Renaissance Manor will interview them to obtain information and make referrals for immediate and emergency needs.
- If mental health needs are indicated, the individual will be sent to Coastal Behavioral Healthcare or a local mental health provider of their choice for assessment. In some cases this takes place at an office, in other cases provider agencies will provide these services (and follow-up services) on-site where ever the client is located i.e., in a temporary shelter, in jail, temporary housing, at a worksites or in RM units.
- S This assessment includes checking for eligibility for the following mainstream health and social services programs: TANF, Medicaid, SCHIP, SSI, Food Stamps, Workforce Investment Act and Veterans Health Care programs.
- \$ If the client is referred to Renaissance Manor for housing, Renaissance Manor sets up appointments and takes the resident to medical and psychiatric evaluations.

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S The resident, the provider agency and Renaissance Manor staff meet frequently to develop and as needed update a wellness plan based on all the information obtained.

\$ As needed, Renaissance Manor helps with additional appointments and assessing services in coordination with the case management staff for such activities like seeing a psychiatrist, medical services, counseling, job training, life skills and income management services or obtaining benefits.

Roles

- Renaissance Manor: Facility management and upkeep, resident supervision, a peer driven support structure, life skills training and supports the selection of and provision of onsite case management
- Local mental health provider: clinical case management, outpatient medical clinic, day programs, FACT, etc.
- Other nonprofit organizations: referral, job services and other needed resources

Operating Performa

This budget is extremely conservative as it is based only on rents.

Cape Coral Project

Based on 3 residents and 10 percent vacancy rate

Income	Rent	- Ni	umber	Months	•	Year 1	Year 2**	Year 3
Rents		319	3	5	12	11,484	12,058	12,661
Less vacancy (10%)		319	0.3	5	12	<u>-1,148</u>	-1,206	<u>-1,266</u>
Additional Rent		100	3.0)	6	<u>1,800</u>	<u>1,890</u>	<u>1,985</u>
						\$12,136	\$12,742	\$13,379
					ľ	Year 1	Year 2	Year 3
Expenses								
Management fees						0	0	0
Salaries						3,333	3,500	3,675
Repairs and maintenance						900	945	992
Utilities						2,500	2,625	2,756
Lawn						960	1,008	1,058
Administration*						1,263	1,326	1,392
Insurance						1,750	1,838	1,929
Assessment						248	260	273
Real estate taxes						667	700	735

Miscellaneous (resident needs)	250	263	276
Total operating expenses	<u>11,871</u>	12,464	13,087
Replacement (2%)	225	<u>236</u>	248
Total Expenses	<u>12,096</u>	<u>12,700</u>	<u>13,335</u>
Net gain or (Loss)	40	42	44

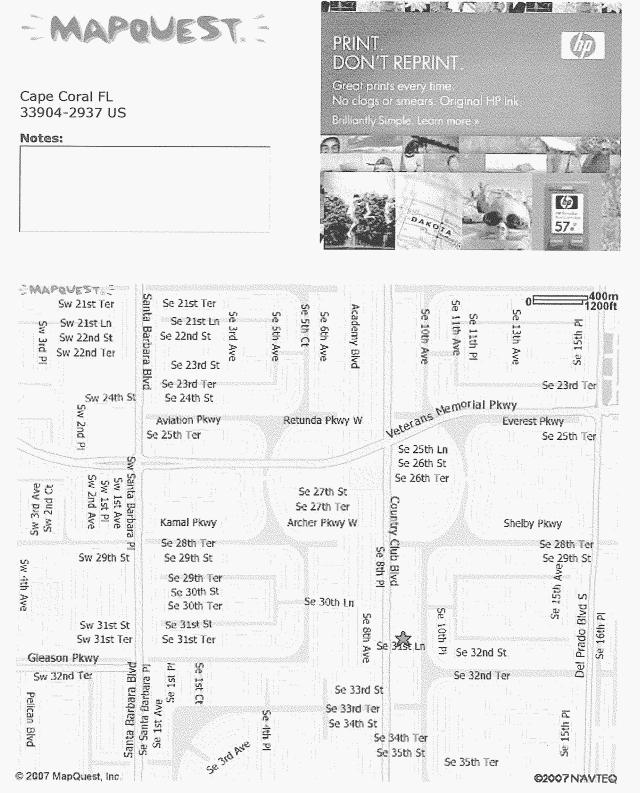
*Administration includes audit, mileage, office expenses, professional services, telephone, training **Assumes .05 inflation rate



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