

MEMORANDUM

Amended
Agenda Item No. 5(B)

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

DATE: April 20, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution declaring as surplus one County-owned property located at 16990 NE 18th Avenue, North Miami Beach, Florida 33162, and 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 DAK Consulting Services, LLC, a Florida limited liability company, at a price of \$10.00, for the purpose of rehabilitating such property with housing to be rented to qualified families participating in the Section 8 Housing Choice Voucher Program; authorizing the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute a County Deed; authorizing the County Mayor to take all action necessary to enforce the provisions set forth in such County Deed, to provide copies of the recorded County Deed and the restrictive covenant required therein to the Property Appraiser, to execute a rental regulatory agreement and enforce the provisions therein, and to ensure placement of appropriate signage

Resolution No. R-256-21

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



Geri Bonzon-Keenan
County Attorney



MEMORANDUM

(Revised)

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

DATE: April 20, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Amended
Agenda Item No. 5(B)

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	Amended Agenda Item No. 5(B)
Veto	_____		4-20-21
Override	_____		

RESOLUTION NO. R-256-21

RESOLUTION DECLARING AS SURPLUS ONE COUNTY-OWNED PROPERTY LOCATED AT 16990 NE 18TH AVENUE, NORTH MIAMI BEACH, FLORIDA 33162, AND 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 DAK CONSULTING SERVICES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AT A PRICE OF \$10.00, FOR THE PURPOSE OF REHABILITATING SUCH PROPERTY WITH HOUSING TO BE RENTED TO QUALIFIED FAMILIES PARTICIPATING IN THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE A COUNTY DEED; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTION NECESSARY TO ENFORCE THE PROVISIONS SET FORTH IN SUCH COUNTY DEED, TO PROVIDE COPIES OF THE RECORDED COUNTY DEED AND THE RESTRICTIVE COVENANT REQUIRED THEREIN TO THE PROPERTY APPRAISER, TO EXECUTE A RENTAL REGULATORY AGREEMENT AND ENFORCE THE PROVISIONS THEREIN, AND TO ENSURE PLACEMENT OF APPROPRIATE SIGNAGE

WHEREAS, DAK Consulting Services, LLC, is a Florida limited liability company ("DAK"); and

WHEREAS, the principal of DAK, David A. Kleinman, whose resume is attached hereto as Attachment "A" and incorporated herein by reference, has a 20-year history of overseeing the construction and renovation of residential homes in Miami-Dade County, as well as experience working with the United States Department of Housing and Urban Development's Section 8 Housing Choice Voucher program ("Section 8 program"); and

WHEREAS, on September 23, 2020, DAK submitted a request to the County Commissioner of District 4, a copy of which is attached hereto as Attachment “B” and incorporated herein by reference, requesting that the County convey one property located at 16990 NE 18th Avenue, North Miami Beach, Florida 33162 (Folio No. 07-2208-002-1680) (the “property”) to DAK; and

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

WHEREAS, there is an existing structure on the property, which is a duplex, that is in disrepair; and

WHEREAS, DAK proposes to rehabilitate the structure for the purpose of renting it to qualified families participating in the Section 8 program; and

WHEREAS, pursuant to Administrative Order No. 8-4, the 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 designee to provide written notice to the public no less than four weeks prior to consideration by this Board, or any Committee of this Board, of any proposed conveyance or lease of County-owned property without competitive bidding under section 125.379, Florida Statutes; and

WHEREAS, on October 16, 2020, DAK complied with the requirements of Resolution No. R-407-19 by posting a sign on the property, which such sign was posted for a period of four weeks; and

WHEREAS, in accordance with Resolution Nos. R-376-11 and R-333-15, background information concerning the property is included in Attachment “D,” which is attached hereto and incorporated herein by reference; and

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

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

WHEREAS, this Board has not previously declared the property as surplus and it 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 desires to declare the property as surplus, finds that the property is appropriate for use as affordable housing, and desires to revise the County’s affordable housing inventory list to include the property; and

WHEREAS, the property will be conveyed to DAK in accordance with section 125.379, Florida Statutes, subject to a reverter, and on the condition that DAK rehabilitates the duplex structure on the property or, if feasible, redevelops the property with a duplex or a triplex, within two years of the recording of the County Deed, unless such time is extended by this Board, and that DAK rents the rehabilitated structure to qualified families participating in the Section 8 program, if feasible; and

WHEREAS, additionally, DAK shall be required to execute a rental regulatory agreement approved by the County, and shall record such rental regulatory agreement in the public records of Miami-Dade County,

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 located at 16990 NE 18th Avenue, North Miami Beach, Florida 33162 (Folio No. 07-2208-002-1680) (“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, this Board hereby approves the conveyance of the property described in section 2 to DAK Consulting Services, LLC, a Florida limited liability company (“DAK”), for a price of \$10.00, for the purpose of rehabilitating the duplex structure on the property or, if feasible, redeveloping the property with a duplex or a triplex, and renting such structure to qualified families participating in the Section 8 Housing Choice Voucher program, if feasible, within two years of the effective date of the recording of the County Deed, unless such time is extended at the discretion of 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 form attached hereto as Attachment “E” 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 DAK, 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 DAK is unable or fails to comply with the deed restrictions set forth in the County Deed. Upon the receipt of a deed from DAK, 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 rehabilitation of the structure shall be subject to this Board's approval.

Section 6. This Board authorizes the County Mayor or County Mayor's designee to execute on behalf of the County a rental regulatory agreement following approval by the County Attorney's Office, in generally the form attached hereto as Attachment "F" and incorporated herein. The County Mayor or County Mayor's designee is authorized to negotiate rents for each of the units constructed on the property with DAK, provided, however such rents shall be based on the annual "Income Limits and Rent Limits" issued by the Florida Housing Finance Corporation for Multifamily Rental Programs for those families earning no more than 120 percent of Area Median Income. The County Mayor or County Mayor's designee is further authorized to take all steps necessary to enforce the terms of the rental regulatory agreement. This Board authorizes the County Mayor or County Mayor's designee or DAK to record the rental regulatory agreement in the public records of Miami-Dade County and, in accordance with Resolution No. R-791-14, provide the Miami-Dade County Property Appraiser with a copy of the rental regulatory agreement.

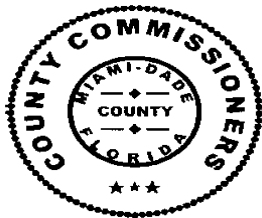
Section 7. This Board directs the County Mayor or the County Mayor’s designee to (i) ensure that proper signage is placed on the property identifying the County’s name and the name of the district commissioner; (ii) provide copies of the recorded County Deed and the restrictive covenants required by 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, covenant, reverter and mortgage 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 Sally A. Heyman. It was offered by Commissioner **Sally A. Heyman** , who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** 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	Joe A. Martinez	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 20th day of April, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: Melissa Adames
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

LCK

Leigh C. Kobrinski
Terrence A. Smith

David A. Kleinman

200 Golden Isles Dr. Suite 404
Hallandale Beach, FL 33009
Davidakleinman@hotmail.com
954-549-4200 cell

EXPERIENCE

CBRE/Heery November '2019 – September '2020

Construction Coordinator/Owners Representative

Broward County Schools \$1.3B SMART BOND PROGRAM Overseeing MEP's, roofing, cooling tower change-outs, fire alarm/sprinkler systems, underground work, interior build-outs, flooring, lighting, concrete work, windows, doors, railings, handicap facilities, paving, fencing, landscaping, overseeing pay apps, reviewing plans, ASI's/RFI's/Revisions, change orders, running Owner/Architect/Contractor meetings, dealing with building department issues, inspections, permitting, contract issues, surveys, etc..

24Sunset Builders, LLC./DAK Consulting Services, LLC. January '2015 – October '2019

Project Manager/Superintendent

Overseeing ground up new construction and renovations of high-end custom homes (i.e. 4431 Nautilus Dr. Miami Beach and 1415 W 24th St Miami Beach [Sunset Island 3]). Responsible for procuring bids, negotiating contracts, permitting, inspections, meeting with architects and engineers, reviewing plans, coordinating the scheduling of sub-contractors [MEP's, underground, windows/doors, interior finish, roofing, landscaping, surveys, foundation site work (elevations & piles) docks, seawalls, pools, privacy walls), elevator shaft/pit construction, daily logs, reports, RFI's, RFP's, Quality Assurance, 2 and 4 week look ahead schedules, trouble-shooting, meeting with building inspectors, city/county/state officials (DERM) on sensitive issues affecting the project, TCO/CO, directing punch-out completion.

Bart Reines Construction April '2013 - December '2014

Superintendent

Overseeing new construction and renovations of high-end custom homes and commercial buildouts (i.e. 18 Indian Creek Rd, 22 Indian Creek Rd, Lalique store in Bal Harbour Shops, 6530 Allison Rd. Miami Beach, 180 South Island Dr. Golden Beach, 401 Holiday Dr. Golden Isles. Responsible for procuring bids, negotiating contracts, permitting, inspections, meeting with Architects (Kobi Karp) and Engineers Youssef Hashim, David Rogers, reviewing plans, coordinating the scheduling of sub-contractors [MEP's, underground, windows/doors, interior finish, roofing, landscaping, ground up to CO, etc...], construction logs, reports, RFI's, RFP's, etc...Quality Assurance, trouble-shooting, meeting with city/county/state officials on sensitive issues affecting the project, TCO/CO, directing punch-out completion.

SIMS Corporation January '2005 - April '2013

Project Manager/Superintendent

Overseeing the construction of various high-end custom homes and commercial interior buildouts in sales centers, models, and large condominium projects including but not limited to Trump Hollywood (Related Group), ICON Brickell (Related Group), Capital at Brickell (CABI Developers), The Waters (Taylor Woodrow), Town Center at Dadeland (Dayco Holdings), Biscayne Landing & Marina Grande (Boca Developers), Jade Beach (assist Pavarini with TCO), Responsible for negotiating contracts, coordinating the scheduling of sub-contractors [MEP's, underground to interior finish, etc... Reviewing plans, permitting, inspections, daily logs, reports, transmittals, quality assurance, working with designers (Phillipe Starck, Yabu, Pushelburg, etc...), directing punch-out staff in hi-rise buildings, walking with project developer senior staff pointing out building deficiencies, trouble-shooting, conducting fire inspections for TCO/CO with Fire Marshal, meeting with city/county/state officials on sensitive issues affecting the project.

EKON Development August '2001 - December '2005

Superintendent

Responsible for overseeing the construction of high-end residential homes (\$3M Range). Duties included negotiating contracts with sub-contractors, purchasing materials, coordinating work schedules of subcontractors, quality assurance, permitting, inspections, representing the developer at various meetings with city/county/state officials, [MEP's, underground, landscaping, planning & zoning], trouble-shooting, and assisting with politically sensitive issues that affected the projects.

U.S. Department of Housing and Urban Development September '1997 - July '2000

Housing Authority of The City of Miami Beach/ Miami Dade Housing

Responsible for setting the rents for HUD's Section 8 Program (i.e. Moderate Rehabilitation Contracts, Project Based Contracts, and Section 8 Choice Voucher Program), compiling of rent comparable data into a systemized format to be used to determine the Section 8 certificate & voucher rents, maintain rent roll logs, negotiate rents with landlords, interact with tenants/landlords on a daily basis, check landlord information and make site visits to properties for accuracy and compliance with Federal Regulations, assist inspectors in determining Housing Quality Standards, research Federal Regulations and guidelines as they pertain to administering Section 8 Programs, Consulting for The Office of Inspector General of U.S. HUD.

Property Manager

Kleinman Properties

June '1984 - August '1997

Coordinated tenant leasing, contract signing, walk-thru inspections, rent rolls/collections, oversee maintenance/repairs, evictions, procuring RFP's for sub-contractors [i.e. maintenance, electrical, mechanical, plumbing, landscaping, painting, swimming pools, fire, etc...], formulating a rating system for determining sub-contractor selection, and making sure projects are completed on time and within budget.

EDUCATION

'2007 State of Florida Community Association Manager License (CAM)
'1996 State of Florida 220 Property & Casualty License
'2002 State of Florida Real Estate License
'1996 State of Florida 215/218 Life, Health, & Variable annuities License
'1983-'84 Broward Community College *Pre-law*

ADDITIONAL QUALIFICATIONS

Proficient in IBM platforms, Microsoft Word, Excel, Access, Procore, Builder Trend Construction Program, E-builder, good interpersonal skills, strong managerial and organizational skills, and highly reliable.

Knowledge of South Florida Building Code, Florida Statute 718, Section 8 Federal Regulations (CFR 24) and very experienced in dealing with City, County, and State Officials (DERM) during the permitting and TCO/CO process....Ground up to CO (Specialty is interiors).

References:

Cynthia Martindale (Office Manager Bart Reines Construction) 305-534-9099

Wilson W. Sims - Sims Corporation/24Sunset Builders 305-525-5130

Steven Gaydosh - Broward School District Construction Manager 561-718-1806

Ernest Perez – Senior Superintendent Coastal Construction 786-942-4266

Attachment "B"

DAK CONSULTING SERVICES, LLC

Construction Management Services

200 Golden Isles Drive Suite #404 Hallandale Beach, FL 33009 (954) 549-4200

September 23, 2020

Miami-Dade Commissioner Sally Heyman District 4
111 NW 1st Street, Suite 220
Miami, FL 33128

Re: 16990/16992 NE 18th N. Miami Beach, FL (FOLIO #07-2208-002-1680)

Dear Commissioner Heyman,

For approximately just over two and a half years the duplex known as 16990/16992 NE 18th Ave in North Miami Beach, FL has been vacant, being used by homeless people, not been kept up, and has become an eyesore in the community. I would very much like the opportunity to renovate the property and bring it back to life. It would serve both the immediate neighborhood community and the low income housing needs that are lacking in the City of North Miami Beach. Since last November, I have been trying to attain the property, but have been hampered by the Coronavirus Pandemic that has affected us all.

Since my original visit to the property last year, it now has holes in the roof, substantial water damage, structural damage to the roof trusses, termite damage, and a host of other issues from being neglected. It needs a total renovation and structural repairs [New roof, repair/replacement of roof trusses, termite damage, central air conditioning replacement, electrical, plumbing, engineering fees, architectural fees, and permit fees that amount to approximately \$200,000].

I grew up in North Miami Beach, went to school at Sabal Palm Elementary School, John F. Kennedy Jr. High School, and North Miami Beach Sr. High School. My family has owned rental properties in the City of North Miami Beach since the 1970's and we continue to do so today. I would like to do something good for the community where I grew up and restoring this property is a way for me to do so.

I've been in the construction business approximately 30 years and have the knowledge, experience, and the financial wherewithal to bring the renovation to fruition. The property would no longer be an eyesore, but rather an example of what Section 8/Affordable housing could and should be in our community.

Therefore, pursuant to **Option #2** of the attached email from Veronica Brown (ISD) dated Monday, September 14, 2020 and in compliance with Ordinance/F.S. 125.379 [Properties available to low income families are subject to an affordable housing restrictive covenant for twenty (20) years], that I respectfully request that the County convey the property to me so I can renovate it and rent it out to Section 8 housing recipients.

Respectfully,


David A. Kleinman
General Managing Partner
DAK CONSULTING SERVICES, LLC

954-549-4200



OFFICE OF THE PROPERTY APPRAISER

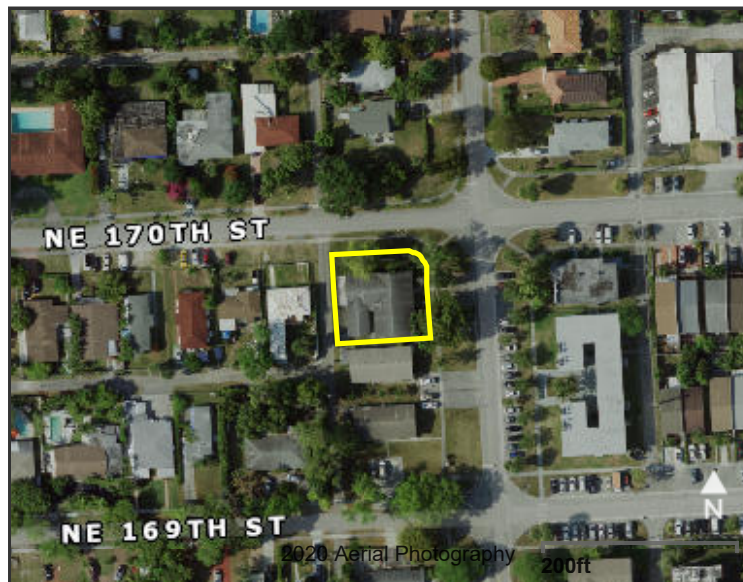
Detailed Report

Generated On : 1/26/2021

Property Information	
Folio:	07-2208-002-1680
Property Address:	16990 NE 18 AVE North Miami Beach, FL 33162-3013
Owner	MIAMI-DADE COUNTY ISD RE MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128 USA
PA Primary Zone	4800 PLANNED RESIDENTIAL OFFIC
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	4 / 2 / 0
Floors	1
Living Units	2
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	3,400 Sq.Ft
Lot Size	8,500 Sq.Ft
Year Built	1966

Assessment Information				
Year	2020	2019	2018	
Land Value	\$255,000	\$195,500	\$119,000	
Building Value	\$183,600	\$183,600	\$183,600	
XF Value	\$732	\$732	\$732	
Market Value	\$439,332	\$379,832	\$303,332	
Assessed Value	\$367,031	\$333,665	\$303,332	

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction	\$72,301	\$46,167	
County	Exemption	\$367,031	\$333,665	\$303,332
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	\$367,031	\$333,665	\$303,332
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$439,332	\$379,832	\$303,332
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$367,031	\$333,665	\$303,332
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$367,031	\$333,665	\$303,332
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 : 1/26/2021

Property Information

Folio: 07-2208-002-1680

Property Address: 16990 NE 18 AVE

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RO	4800	Square Ft.	8,500.00	\$255,000

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1966			3,400	\$183,600

Extra Features			
Description	Year Built	Units	Calc Value
Patio - Concrete Slab	1966	305	\$732

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OFFICE OF THE PROPERTY APPRAISER

Generated On : 1/26/2021

Property Information

Folio: 07-2208-002-1680

Property Address: 16990 NE 18 AVE

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RO	4800	Square Ft.	8,500.00	\$195,500

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1966			3,400	\$183,600

Extra Features			
Description	Year Built	Units	Calc Value
Patio - Concrete Slab	1966	305	\$732

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OFFICE OF THE PROPERTY APPRAISER

Generated On : 1/26/2021

Property Information

Folio: 07-2208-002-1680

Property Address: 16990 NE 18 AVE North Miami Beach, FL 33162-3013

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

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RO	4800	Square Ft.	8,500.00	\$119,000

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1966			3,400	\$183,600

Extra Features			
Description	Year Built	Units	Calc Value
Patio - Concrete Slab	1966	305	\$732

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Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 1/26/2021

Property Information

Folio: 07-2208-002-1680

Property Address: 16990 NE 18 AVE

Full Legal Description
FULFORD BY THE SEA SEC EPB 8-63
LOTS 9 THRU 11 INC BLK 47
LOT SIZE 85.000 X 100
OR 21664-3107 0603 3

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
07/01/1995	\$149,000	16866-2081	Sales which are qualified

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Version:

Attachment "D"

LOT INFORMATION IN ACCORDANCE WITH RESOLUTION R-376-11 AND R-333-15 -DAK CONSULTING SERVICES, LLC

FOLIO	ANNUAL TAX REVENUE GENERATED	LOT SIZE	BUILDING SIZE	COMM DISTRICT	2020 MARKET VALUE	LEGAL DESCRIPTION	ZONING	ANNUAL COST TO MAINTAIN	ADDRESS	CIRCULATED TO COUNTY DEPARTMENT	SURPLUS	DEED TYPE
0722080021680	\$9,773.78	8,500 SQ FT	3,400 SQ FT	4	\$439,332 ☐	FULFORD BY THE SEA SEC E PB 8-63 LOTS 9 THRU 11 INC BLK 47	RO	\$562	16990 AND 16992 NE 18 AVE	YES 10//12/2020	NO	WARRANTY DEED 6/27/2003

ATTACHMENT "E"

Instrument prepared by and returned to:

Terrence A. Smith

Leigh C. Kobrinski

Assistant County Attorney

Miami-Dade County Attorney's Office

111 N.W. 1st Street, Suite 2810

Miami, Florida 33128

Folio No: 07-2208-002-1680

COUNTY DEED

THIS COUNTY DEED (the "Deed"), made this _____ day of _____, 2021 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 **DAK Consulting Services, LLC** ("DAK Consulting Services"), a Florida limited liability company, whose address is 200 Golden Isles Dr., Suite 404, Hallandale, Florida 33009, 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 DAK Consulting Services, receipt whereof is hereby acknowledged, has granted, bargained, and sold to DAK Consulting Services, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Property"):

FULFORD BY THE SEA SEC EPB 8-63
LOTS 9 THRU 11 INC BLK 47

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 existing structure on the Property shall be rehabilitated as the existing duplex, or redeveloped as a duplex or a triplex, for the purpose of renting the structure to qualified families participating in the Section 8 Housing Choice Voucher Program, if feasible. DAK Consulting Services shall be required to comply with the requirements of section 125.379, Florida Statutes. Further, DAK Consulting Services shall only rent to families whose incomes (as defined in section 420.0004, Florida Statutes) do not exceed the annual Income

Limits and Rent Limits issued by the Florida Housing Finance Corporation for Multifamily Rental Programs for those families earning no more than 120% of Area Median Income.

2. That at financial closing DAK Consulting Services 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 structure on the Property shall be rehabilitated or redeveloped 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 DAK Consulting Services 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 DAK Consulting Services 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 DAK Consulting Services 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.
5. That DAK Consulting Services shall pay real estate taxes and assessments on the Property or any part thereof when due. DAK Consulting Services 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 DAK Consulting Services 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 rehabilitation of the structure on the Property in an amount(s)

not to exceed the value of the structure, landscaping, and other site improvements, all as provided in a site plan to be provided by DAK Consulting Services (together, the "Improvements") as determined by an appraiser selected by DAK Consulting Services; 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 DAK Consulting Services.
- 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 DAK Consulting Services.

- 6. The recordation, together with any mortgage purporting to meet the requirements of paragraph 5(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 DAK Consulting Services, 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.
- 7. If in the sole discretion of the County, if (a) DAK Consulting Services ceases to exist prior to rental of the housing contemplated herein; (b) DAK Consulting Services fails to rent the homes within the rental limits described herein; (c) fails to rent to families participating in the Section 8 Housing Choice Voucher program, if feasible; (d) DAK Consulting Services 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, DAK Consulting

Services 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 DAK Consulting Services 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, DAK Consulting Services 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 DAK Consulting Services. 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.

8. 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.
9. 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 DAK Consulting Services 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: _____
Chairperson or Vice-Chairperson

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Leigh C. Kobrinski
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 _____, 2021.

IN WITNESS WHEREOF, DAK CONSULTING SERVICES, LLC, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this _____ day of _____, 2021, 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 _____, 2021 by _____ as _____, on behalf of **DAK CONSULTING SERVICES, LLC**, a Florida limited liability company. 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:

ATTACHMENT “F”

This Instrument Was Prepared By:

Terrence A. Smith

Leigh C. Kobrinski

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 **DAK Consulting Services, LLC**, a Florida limited liability company, its heirs, successors and assigns (hereinafter referred to as the “Owner”), whose address is 200 Golden Isles Dr., Suite 404, Hallandale, Florida 33009 for the purposes outlined in that certain County Deed, dated _____, 2021 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: 16990 NE 18th Avenue, North Miami Beach, Florida

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 IV, V, VI and VII, 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.

- IV. Occupancy Reports.

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

- A) At the end date of each reporting period, a list of all occupied apartments to include but not limited to the following:

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

V. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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. and Leigh C. Kobrinski, Esq.

or any of their successor agencies or departments.

X. Recourse:

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

XI. Rights of Third Parties:

Except as provided herein, all conditions of the County hereunder are imposed solely and exclusively for the benefit of the County 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 assumes 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 _____, 2021 by _____ as _____, on behalf of **DAK Consulting Services, LLC**. 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
Leigh C. Kobrinski
Assistant County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Folio No. 07-2208-002-1680	. FULFORD BY THE SEA SEC EPB 8-63 LOTS 9 THRU 11 INC BLK 47
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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.*