CITY OF SOUTH MIAMI

SOUTH MIAMI COMMUNITY REDEVELOPMENT AGENCY MEETING AGENDA

Monday, January 14, 2019, 7:00 PM
CITY HALL/COMMISSION CHAMBERS
6130 SUNSET DRIVE
SOUTH MIAMI, FL 33143

THE CITY OF SOUTH MIAMI HAS A SIGNIFICANT GOVERNMENTAL INTEREST IN CONDUCTING EFFICIENT AND ORDERLY COMMISSION MEETINGS. SPEAKERS PLEASE TAKE NOTICE THAT SECTION 2-2.1(K)(2) OF THE CODE OF ORDINANCES PROVIDES THAT “ANY PERSON WHO MAKES SLANDEROUS OR INTENTIONALLY RUDE, UNCIVIL OR OTHERWISE IMPERTINENT REMARKS, AND WHO REFUSES OR FAILS TO DESIST FROM MAKING SUCH REMARKS AFTER BEING INSTRUCTED TO DO SO, OR WHO SHALL BECOME BOISTEROUS IN THE COMMISSION CHAMBER AND WHO REFUSES OR FAILS TO DESIST FROM SUCH CONDUCT AFTER BEING INSTRUCTED TO DO SO MAY BE FORTHWITH REMOVED FROM THE PODIUM AND FROM CITY HALL FOR THE DURATION OF THAT MEETING AT THE DIRECTION OF THE PRESIDING OFFICER, UNLESS OVERRULED BY A MAJORITY VOTE OF THE COMMISSION. NO CLAPPING, APPLAUDING, HECKLING, OR VERBAL OUTBURSTS SHALL BE PERMITTED FOR ANY REASON, INCLUDING FOR THE PURPOSE OF SUPPORTING OR OPPOSING ANY MATTER, ANY SPEAKER OR A SPEAKER’S REMARKS. NO SIGNS OR PLACARDS SHALL BE ALLOWED TO BE DISPLAYED IN ANY MANNER OTHER THAN WHEN USED FROM THE PODIUM TO EXPRESS AN OPINION OR DISPLAY FACTS. SIGNS TO BE USED AT THE PODIUM MUST BE BROUGHT INTO THE COMMISSION CHAMBERS IN A MANNER SO AS NOT TO UNNECESSARILY DISPLAY THEIR CONTENT UNTIL THE SIGN IS BROUGHT TO THE PODIUM IMMEDIATELY BEFORE THE SIGN IS DISPLAYED FROM THE PODIUM IN THE COMMISSION CHAMBER. PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. THE USE OF ACOUSTIC MOBILE COMMUNICATION DEVICE, SUCH AS PHONES, IN THE COMMISSION CHAMBER IS NOT PERMITTED WHILE THE COMMISSION IS IN SESSION. PHONE RINGERS AND OTHER DEVICES THAT EMIT SOUND MUST BE SET TO SILENT MODE TO AVOID DISRUPTION OF PROCEEDINGS. INDIVIDUALS MUST EXIT THE CHAMBER TO ANSWER INCOMING CALLS. NO CAMERA FLASH OPTIONS SHALL BE USED BY THE PUBLIC DURING ANY PORTION OF THE MEETING EXCEPT DURING RECOGNITION AND AWARD CEREMONIES.”

A. SILENCE OR TURN OFF ALL CELL PHONES
B. ADD-ON ITEM(S)
C. ROLL CALL
D. MOMENT OF SILENCE
E. PLEDGE OF ALLEGIANCE
F. APPROVAL OF MINUTES
   F1. SMCRA Meeting Minutes 12.10.2018
   CRA Minutes 12.10.2018.docx
G. SMCRA DIRECTOR’S REPORT
   Ga. CRA Check Register
   CRA check register 1-8-2019.pdf
H. GENERAL COUNSEL REPORT

I. PUBLIC COMMENTS

J. RESOLUTIONS

1. A Resolution authorizing the Agency to piggyback off a City of South Miami contract with Calvin, Giardono, & Associates for planning services to re-zone South Miami Gardens and approving an expenditure of up to $17,370.
   - SOMI Gardens Memo.pdf
   - Resolution to hire Calvin, et al to rezone Miami Gardens Piggyback.doc
   - South Miami LUPA and Zoning Amendment_DRAFT PROPOSAL_12.17.18.pdf

2. A Resolution authorizing the SMCRA Director to pay any fees to the City of South Miami associated with the construction of the container house project; urging the City Commission to reverse the decision of the ERPB that requires landscaping that goes beyond the requirements of the City’s Land Development Code.
   - Container Memo.doc
   - Resolution re Container House fees and appeal.doc
   - Deed Container Home.pdf

3. A Resolution authorizing a multi-family residential rehabilitation grant award in an amount not to exceed $7,668 for the replacement of exterior doors and the repair of the driveway at Lee Park Condominiums.
   - Lee Park Memo.doc
   - Resolution rehab 9 doors & Driveway.doc
   - Lee Park Legal Opinion.pdf
   - Estimates.pdf

K. BOARD COMMENTS

L. ADJOURNMENT

Pursuant to Florida Statute 286.0105, the City hereby advises the public that if a person decides to appeal any decision made by this Board, Agency or Commission with respect to any matter considered at its meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, affected person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the city for the introduction of or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

Pursuant to resolution No. 246-10-13280, “any invocation that may be offered before the start of regular commission business shall be the voluntary offering of a private citizen, for the benefit of the commission and the citizens present. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the commission, and the commission does not endorse the religious beliefs or views of this, or any other speaker.”

Quasi-Judicial Warning for City Commission Members:
ANY AGENDA ITEM THAT HAS A QUASI-JUDICIAL WARNING IS CONSIDERED TO BE A QUASI-JUDICIAL MATTER. MEMBERS OF THE CITY COMMISSION MAY NOT HAVE ANY VERBAL COMMUNICATION WITH ANYONE, OTHER THAN AT THE MEETING SCHEDULED TO RESOLVE THE MATTER, UNTIL THE MATTER IS RESOLVED AT A PUBLIC MEETING AND THE MEETING IS ADJOURNED. YOU ARE PROHIBITED FROM MAKING ANY INDEPENDENT INVESTIGATION OF THIS MATTER OTHER THAN A SITE VISIT OR MAKING WRITTEN REQUESTS FOR INFORMATION FROM CITY EMPLOYEES AND RECEIVING WRITTEN RESPONSES FROM THEM IN THEIR OFFICIAL CAPACITY. ALL WRITTEN REQUESTS FOR INFORMATION AND RESPONSES THERETO MUST BE FILED WITH THE CLERK AND A COPY MUST ALSO BE SENT TO THE PLANNING AND ZONING DIRECTOR IF THE MATTER INVOLVES A LAND RELATED ISSUE. YOU MAY NOT HAVE ANY VERBAL COMMUNICATION WITH CITY EMPLOYEES REGARDING THIS MATTER. YOU MAY NOT ENTER ONTO SOMEONE’S PROPERTY WITHOUT THEIR PERMISSION. FURTHERMORE, YOU MAY NOT DISCUSS THE MATTER WITH THE PROPERTY OWNER OR ANYONE ELSE, INCLUDING NEIGHBORS. YOU MUST, IN WRITING, ADVISE THE CLERK OF THE DATE AND TIME OF YOUR SITE VISIT AND, IF THIS MATTER INVOLVES LAND USE, YOU MUST ALSO SEND A COPY TO THE PLANNING AND ZONING DIRECTOR. ALL INFORMATION THAT YOU OBTAIN ON THIS MATTER, OTHER THAN YOUR PERSONAL OBSERVATIONS AT A SITE VISIT AND WRITTEN INFORMATION PROVIDED BY STAFF, MUST BE PRESENTED TO YOU AT THE DULY NOTICED PUBLIC MEETING DURING WHICH THE APPLICANT SHALL BE GIVEN AN OPPORTUNITY TO PRESENT THE APPLICATION AND ANY EVIDENCE IN SUPPORT OF THE APPLICATION. IF THERE IS A BREAK IN THE MEETING, YOU MAY NOT ALLOW OTHERS TO SPEAK TO YOU ABOUT THE MATTER OR ALLOW THEM TO PROVIDE YOU WITH ANY INFORMATION ABOUT THE MATTER. IF THE MATTER Requires MORE THAN ONE HEARING, YOU MAY NOT DISCUSS THE MATTER WITH ANYONE, UNTIL THE MATTER IS RESOLVED BY A FINAL WRITTEN RESOLUTION OR, IF APPLICABLE, ORDINANCE, AND, EVEN THEN, NOT UNTIL THE MEETING IS ADJOURNED. IF YOU RECEIVE AN EMAIL OR ANY WRITTEN OR PRINTED INFORMATION ABOUT THE MATTER BEFORE THE ADJOURNMENT OF THE HEARING AT WHICH A FINAL DECISION IS MADE FROM ANYONE OTHER THAN CITY EMPLOYEES ACTING IN THEIR OFFICIAL CAPACITY, YOU MAY READ IT BUT YOU ARE NOT ALLOWED TO RESPOND TO IT AND YOU ARE REQUIRED TO IMMEDIATELY PROVIDE A COPY OF ANY WRITTEN COMMUNICATION OR DOCUMENT YOU RECEIVE CONCERNING THIS MATTER TO THE CITY CLERK, AND A COPY MUST ALSO BE SENT TO THE PLANNING AND ZONING DIRECTOR IF THE MATTER INVOLVES A LAND RELATED ISSUE. IN ADDITION, IF YOU RECEIVE ANY VERBAL, OR WRITTEN COMMUNICATION (OTHER THAN WHAT HAS ALREADY BEEN DELIVERED TO THE CLERK AND THE PLANNING AND ZONING DIRECTOR) YOU ARE REQUIRED TO DISCLOSE IT AT THE PUBLIC MEETING AND, IF IT WAS VERBAL, YOU ARE REQUIRED TO WRITE A MEMORANDUM THAT INCLUDES THE INFORMATION RECEIVED AND THE NAME AND ADDRESS OF THE PERSON PROVIDING THE INFORMATION, AS WELL AS THE DATE, TIME AND PLACE WHERE THE COMMUNICATION TOOK PLACE. THIS DOCUMENT MUST BE DELIVERED AS SOON THEREAFTER AS POSSIBLE TO THE CITY CLERK, AND IF APPLICABLE TO A LAND RELATED ISSUE, A COPY MUST ALSO BE DELIVERED TO THE PLANNING AND ZONING DIRECTOR.

WARNING REGARDING EX PARTE COMMUNICATIONS:

“EX PARTE COMMUNICATIONS” ARE WRITTEN OR VERBAL EXCHANGES BETWEEN AN ELECTED OR APPOINTED PUBLIC OFFICIAL, AND AN APPLICANT, HIS OR HER REPRESENTATIVES, OR A CITIZEN OR OTHER THIRD-PARTY OUTSIDE OF THE PUBLIC QUASI-JUDICIAL HEARING WHICH IS THE SUBJECT OF THE EXCHANGE. THE FLORIDA LEGISLATURE BY THE ADOPTION OF SECTION 286.0115(1), FLORIDA STATUTES, HAS AUTHORIZED THE ADOPTION OF LOCAL ORDINANCES ALLOWING EX PARTE COMMUNICATIONS IF CERTAIN PROCEDURES ARE FOLLOWED TO ENSURE THAT THE WRITTEN OR VERBAL EXCHANGE IS MADE PUBLIC, WHICH IS DESIGNED TO REMOVE ANY PREJUDICE THAT WOULD OTHERWISE RESULT IF THE EXCHANGE WERE KEPT PRIVATE AND NOT DISCLOSED. EX PARTE COMMUNICATIONS MUST BE PUBLICLY DISCLOSED PRIOR TO OR AT THE QUASI-JUDICIAL HEARING AT WHICH THE DECISION IS TO BE MADE. ALL DECISIONS MADE AT A QUASI-JUDICIAL HEARING MUST BE BASED ON COMPETENT SUBSTANTIAL EVIDENCE. VERBAL EX PARTE COMMUNICATIONS ARE HEARSAY, ARE NOT COMPETENT EVIDENCE, AND MAY NOT FORM THE SOLE BASIS FOR MAKING ANY QUASI-JUDICIAL DECISIONS, BUT THEY MAY BE USED TO SUPPORT OR EXPLAIN OTHER COMPETENT EVIDENCE.

PURSUANT TO ORDINANCE §2-2.1, CITY CODE, THE SOUTH MIAMI CITY COMMISSION HAS ADOPTED THESE PROCEDURES TO ALLOW THE USE OF EX-PARTE COMMUNICATIONS AS FOLLOWS:


2. A LOCAL PUBLIC OFFICIAL MAY READ A WRITTEN COMMUNICATION FROM ANY PERSON. ANY WRITTEN COMMUNICATION THAT RELATES TO QUASI-JUDICIAL ACTION PENDING BEFORE A LOCAL PUBLIC OFFICIAL, SHALL NOT BE PRESUMED
PREJUDICIAL TO THE ACTION, PROVIDED SUCH WRITTEN COMMUNICATION IS DISCLOSED AND MADE A PART OF THE RECORD BEFORE FINAL ACTION ON THE MATTER.

3. A LOCAL PUBLIC OFFICIAL MAY CONDUCT INVESTIGATIONS, MAKE SITE VISITS AND RECEIVE EXPERT OPINIONS REGARDING QUASI-JUDICIAL ACTION PENDING OR IMPENDING BEFORE HIM OR HER PROVIDED THAT SUCH ACTIVITIES AND THE EXISTENCE OF SUCH INVESTIGATIONS, SITE VISITS OR EXPERT OPINIONS IS MADE A PART OF THE RECORD BEFORE FINAL ACTION IS TAKEN ON THE MATTER.

4. DISCLOSURE MADE PURSUANT TO PARAGRAPHS 1, 2 AND 3 ABOVE MUST BE MADE BEFORE OR DURING THE PUBLIC MEETING AT WHICH A VOTE IS TAKEN ON SUCH MATTERS SO THAT PERSONS WHO HAVE OPINIONS CONTRARY TO THOSE EXPRESSED IN THE EX PARTE COMMUNICATION ARE GIVEN A REASONABLE OPPORTUNITY TO REFUTE OR RESPOND TO THE COMMUNICATION.

IT IS POSSIBLE THAT IF THE STATUTE OR ORDINANCE DISCUSSED ABOVE, OR A QUASI-JUDICIAL ACTION PENDING BEFORE THE COMMISSION OR BOARD ARE CHALLENGED, THAT A COURT MIGHT FIND THAT NEITHER THE LEGISLATURE NOR THE CITY COMMISSION HAD AUTHORITY TO ENACT THESE PROCEDURES CONCERNING EX PARTE COMMUNICATIONS, WHICH COULD RESULT IN THE ACTION TAKEN BEING REVERSED. YOU THUS PROCEED AT YOUR OWN RISK IN ENGAGING IN SUCH COMMUNICATIONS, AND THEY ARE NOT ENCOURAGED. THEY ARE, HOWEVER, THE POLICY OF THE LEGISLATURE AND CITY COMMISSION, AND UNTIL DETERMINED OTHERWISE BY THE LEGISLATURE OR THE COURTS, ARE LEGALLY PERMITTED BUT NOT WITHOUT POSSIBLE ADVERSE LEGAL CONSEQUENCES TO THE DETRIMENT OF THE CITY AND OTHER PARTIES.
South Miami Community Redevelopment Agency Agenda Item Report
Meeting Date: January 14, 2019
Submitted by: Shantay Dabney
Submitting Department: City Clerk
Item Type: Minutes
Agenda Section:

Subject:
SMCRA Meeting Minutes 12.10.2018

Suggested Action:

Attachments:
CRA Minutes 12.10.2018.docx
SOUTH MIAMI REDEVELOPMENT AGENCY MINUTES

Monday, December 10, 2018

The South Miami Community Redevelopment Agency met in regular session on Monday December 10, 2018 beginning at 7:00 pm in the City Commission Chambers, 6130 Sunset Drive, South Miami, Florida 33143.

A) SILENCE OR TURN OFF ALL CELL PHONES

B) ADD-ON ITEM(S)

C) ROLL CALL

The following members of the SMCRA Board were present: Chair Phillip Stoddard, Vice Chair Walter Harris, Member Luis Gil, Member Bob Welsh, Member Josh Liebman, Member Donald Jackson and Member Levy Kelly. None were absent.

The other people that were present: Evan Fancher, SMCRA Director, Thomas Pepe, General Counsel and Shantay Dabney, Deputy City Clerk.

D) MOMENT OF SILENCE

E) PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited in unison.

F) APPROVAL OF MINUTES

It was moved by Chair Stoddard and seconded by Vice Chair Harris to approve CRA 11.15.2018 minutes. The motion passed by a 7-0 vote. The motion passed by a 7 - 0 vote.

yea: Chair Phillip Stoddard, Vice Chair Walter Harris, Member Luis Gil, Member Bob Welsh, Member Josh Liebman, Member Donald Jackson, Member Levy Kelly

nay: None
absent: None
G) SMCRA DIRECTOR'S REPORT

Mr. Fancher updated the Board on the following matters: Zoning Workshop, Housing Study in collaboration with the Planning Department, Madison Square and concerns with CDBG.

Mr. Fancher also updated the Board with an updated regarding the consolidated check registry from the Finance Department.

H) GENERAL COUNSEL REPORT

Mr. Pepe reported on the following: Florida Power and Light will send survey regarding the Cottage under the power line by next week.

I) PUBLIC COMMENTS

J) RESOLUTIONS

1.) A resolution authorizing discretionary fund disbursements on behalf of Vice-Chairman Harris in the amount of $200 to Branches and $100 to Fellowship House.

It was moved by Chair Stoddard and seconded by Member Welsh to approve Resolution No. CRA 45-18-1086 authorizing discretionary fund disbursements on behalf of Vice-Chairman Harris in the amount of $200 to Branches and $100 to Fellowship House. The motion passed by a 7 - 0 vote.

yea: Chair Phillip Stoddard, Vice Chair Walter Harris, Member Luis Gil, Member Bob Welsh, Member Josh Liebman, Member Donald Jackson, Member Levy Kelly

nay: None

absent: None

2.) A Resolution authorizing the Agency to piggyback off a City of Weston Contract with Graphplex to purchase a new sign for the Marshall Williamson Business and Community Service facility; authorizing an expenditure not to exceed $4,400; authorizing the Agency to seek a
variance for sign height; urging approval of the variance; and selecting a sign design.

It was moved by Chair Stoddard and seconded by Member Gil to approve Resolution No. CRA-46-18-1087 authorizing the Agency to piggyback off a City of Weston Contract with Graphplex to purchase a new sign for the Marshall Williamson Business and Community Service facility; authorizing an expenditure not to exceed $4,400; authorizing the Agency to seek a variance for sign height; urging approval of the variance; and selecting a sign design. The motion passed by a 6 - 1 vote.

yea: Chair Phillip Stoddard, Vice Chair Walter Harris, Member Luis Gil, Member Josh Liebman, Member Donald Jackson, Member Levy Kelly
nay: Member Bob Welsh
absent: None

3.) A Resolution amending the SMCRA bylaws Article I, III, and VI to provide for quarterly meetings, to codify the role of the Executive Director, and to provide clarification to those Articles.

It was moved by Chair Stoddard and seconded by Member Donald Jackson to Approve Resolution No. CRA 47-18-1088 amending the SMCRA bylaws Article I, III, and VI to provide for quarterly meetings, to codify the role of the Executive Director, and to provide clarification to those Articles. The motion passed by a 4 - 3 vote.

yea: Chair Phillip Stoddard, Vice Chair Walter Harris, Member Luis Gil, Member Levy Kelly
nay: Member Bob Welsh, Member Josh Liebman, Member Donald Jackson
absent: None

K) BOARD COMMENTS

The following is a summary of Board Comments: Christmas Tree lighting, Lighting donation from Board Members, PAL donation by Board Member Jackson.

Motion Moved by Member Levy and seconded by Vice-Chairman Harris to approve and recognize individuals’ contribution of $50.00 from the discretionary fund from each Board Member as a part of the Senior Gift for the Christmas Tree Lightning Program.
Moved by Member Jackson and seconded by Chair Stoddard to approve the use of remaining discretionary funds in the amount of $950.00 to the South Miami PAL Track and Field Club. The motion passed by a 7-0 vote. Member Kelly: yea; Member Jackson: yea; Member Liebman: yea; Member Gil: yea; Member Welsh: yea; Vice Chair Harris: yea; Chair Stoddard: yea.

L) ADJOURNMENT

There being no further business to come before this Body, the meeting was adjourned at 7:46pm.

Approved:

Attest:                           ____________________________

Philip K. Stoddard
CRA Chairperson

Nkenga A. Payne
CRA Secretary
South Miami Community Redevelopment Agency Agenda Item Report

Meeting Date: January 14, 2019
Submitted by: Evan Fancher
Submitting Department: Community Redevelopment Agency
Item Type: Presentation
Agenda Section:

Subject:
CRA Check Register

Suggested Action:

Attachments:
CRA check register 1-8-2019.pdf
# CITY OF SOUTH MIAMI
## Consolidated Check Register

12/05/2018 to 01/08/2019

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** S O R T   T O T A L S **

- Issued: $1,702.03
- Reversed: $0.00
- Cancelled: $10,136.48
- Stop Payment: $0.00
- Reverse Stop: $0.00
- Stale Date: $0.00
- Escheated: $0.00
- Void: $0.00

61 Group Total: $11,838.51

** G R A N D   T O T A L S **

- Grand Total: $11,838.51
South Miami Community Redevelopment Agency Agenda Item Report
Meeting Date: January 14, 2019
Submitted by: Evan Fancher
Submitting Department: Community Redevelopment Agency
Item Type: Resolution
Agenda Section:

Subject:
A Resolution authorizing the Agency to piggyback off a City of South Miami contract with Calvin, Giardono, & Associates for planning services to re-zone South Miami Gardens and approving an expenditure of up to $17,370.

Suggested Action:

Attachments:
SOMI Gardens Memo.pdf
Resolution to hire Calvin, et al to rezone Miami Gardens Piggyback.doc
South Miami LUPA and Zoning Amendment_DRAFT PROPOSAL_12.17.18.pdf
To: The Honorable Chairman & Members of the SMCRA Board

FROM: Evan Fancher, Director

DATE: January 14, 2019

SUBJECT: A Resolution authorizing the Agency to piggyback off a City of South Miami contract with Calvin, Giardono, & Associates for planning services to rezone South Miami Gardens and approving an expenditure of up to $17,370.

BACKGROUND: The SMCRA Board has expressed a desire to facilitate the redevelopment of South Miami Gardens by the County. Miami-Dade County (MDC) recognizes the need for the redevelopment, but other public housing redevelopment is more attractive to them right now.

Other CRAs in MDC are partnering with MDC to redevelop its public housing, this includes financial contributions. With other CRAs helping to finance public housing, and more favorable zoning, MDC is choosing to move on those projects first.

Staff met with the MDC officials and determined that the County would welcome more favorable zoning. It was also determined that the more we participate, the more attractive this development will be for MDC to pursue.

Vice Chairman Harris and staff met with County Commissioner Xavier Suarez who has agreed to push for the project at the County level.

This resolution would authorize the SMCRA Director to piggyback off the City of South Miami's planning contract with Calvin, Giardono, & Associates to do the necessary work to accomplish a zoning and Future Land Use Map change from RM-18 to TODD MU-5 or whatever appropriate zoning category would be.

This would not guarantee that the development would be any specific height or density, however, it would allow for greater zoning flexibility for proposals and make redevelopment more feasible.

Staff recommends that the board approve this item and authorize the expenditure.

FUNDING SOURCE: The $17,370 will be taken from the Redevelopment Services Account 610-1110-554-34-60.
ATTACHMENTS: Resolution
Scope of Services
RESOLUTION NO. ______

A Resolution authorizing the Agency to piggyback onto a City of South Miami contract with Calvin, Giardono, & Associates for planning services to re-zone South Miami Gardens for an amount not to exceed $17,370.

WHEREAS, the South Miami Community Redevelopment Agency (SMCRA) redevelopment plan directs the Agency to work with the County to facilitate the redevelopment of South Miami Gardens; and

WHEREAS, to facilitate this objective, the Agency has met with County officials including the Housing Department and the Area's County Commissioner to advocate for the redevelopment of South Miami Gardens; and

WHEREAS, the SMCRA has been advised to make the redevelopment of South Miami Gardens more attractive to the County by increasing the number of units possible on the sites and make a mixed-income development more feasible; and

WHEREAS, the SMCRA will piggyback off the City of South Miami (COSM) contract for planning services to re-zone South Miami Gardens from RM-18 to TODD MU-5 or any other appropriate zoning designation that provides more flexibility; and

WHEREAS, the SMCRA Board desires to fulfill the goals and objectives of the adopted redevelopment plan including economic and business development opportunities in the SMCRA area.

NOW THEREFORE BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF SOUTH MIAMI, FLORIDA THAT:

Section 1. The Executive Director of the South Miami Community Redevelopment Agency (SMCRA) is hereby authorized to enter into a piggyback contract with Calvin, Giardono, & Associates for planning services for an amount not to exceed $17,370 for the purposes of rezoning South Miami Gardens from RM-18 to a zoning designation that provides more density and flexibility, such as TODD MU-5; and charging the total expenditure to Account No. 610-11-10-554-34-60 (Redevelopment Services).

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of January, 2019.
ATTEST: APPROVED:

____________________________ __________________________
SECRETARY CHAIRPERSON

Board Vote:
Chairman Stoddard:
Vice Chairman Harris

READ AND APPROVED AS TO FORM:
Member Welsh:
Member Liebman:
Member Gil

____________________________
GENERAL COUNSEL

Member Kelly:
Member Jackson:
Dear Mr. Fancher,

The South Miami Community Redevelopment Area (SMCRA) desires assistance in the preparation of a Land Use Plan Amendment (LUPA) application for the two parcels referenced above, as well as associated Zoning District Map amendments. The properties belong to the Miami Dade County Housing Agency. The anticipated land use category change is from Multiple-Family Residential (MFR) to Transit Oriented Development District (TODD), and the zoning district classification from Low-Density Multifamily (RM-18) to TODD Mixed-Use 5 (MU-5). Calvin, Giordano & Associates, Inc. (CGA) will perform the following services based on the Scope of Services which you provided:

I. Professional Engineering Services

   A. Traffic Engineering

      1. Land Use Plan Amendment Traffic Analysis

         • CGA traffic engineers will complete a traffic analysis for the LUPA, providing the necessary traffic analysis per the requirements of amendments to the Miami Dade County's Comprehensive Development Master Plan. Traffic Analysis for a small-scale amendment including Trip Generation for the expanded TODD area will include the proposed maximum allowable development per code. A full traffic impact study is not anticipated and if required will be an additional service.
• Note: This scope of work is based on receiving the land use table for the maximum allowable development for the existing land use/zoning as well as the land use table for the maximum allowable development for the future land use/zoning.

• Note: This scope of work includes up to one revision to the LUPA traffic analysis based on review comments from Miami Dade County. This scope of work does not include attendance by CGA traffic engineers at any public hearings. If any of these services are required an additional service agreement will be provided.

• Note: This scope of work does not include traffic data collection. This scope of work assumes the LUPA traffic analysis will utilize the available LRTP traffic data from the Miami Dade TPO for the short (5 year) and long range (2035) analysis. If additional traffic data collection is necessary, an additional service agreement will be provided for this scope of work.

II. Professional Planning Services

A. Preparation of LUPA and Zoning District Map Amendment Applications

1. Prepare Future Land Use Map and Zoning Map Amendment applications to change the Future Land Use designation to TODD for the two parcels referenced in this letter of proposal, which are bound by streets as follows:
   • 5949 SW 68th St. (Folio 09-4025-063-0010): SW 61st Drive Ct to the west, SW 68th St. to the south, SW 59th Pl. to the east, and SW 66th Terrace to the north.
   • 5941 SW 68th St. (Folio 09-4025-063-0020): SW 59th Pl. to the west, SW 68th St. to the south, SW 58th Pl. to the east, and SW 67th St. to the north.

2. CGA will attend coordination meetings with SMCRA, City and Miami Dade County Housing Agency, as needed.

3. Assist staff with the preparation of informational memos for the public, Planning Board, and City Commission, as needed.

4. Attend up to four (4) public meetings (Workshop, Planning Board, and City Commission).

5. Assist staff with transmittal of the LUPA to State agencies. Respond to ORC Report comments if applicable.

6. Amendment process will be complete when the Future Land Use Map and Zoning Map amendments are adopted by City Commission and when the Future Land Use Map amendment is found 'In Compliance' by State Planning Agency.
BASIS OF PROPOSAL

1. Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.

2. Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.

ADDITIONAL FEES

The following services are NOT included in this proposal. If such services are required, they will be considered Additional Services to be addressed in a separate contractual agreement:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.

- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).

- Permit application or negotiation with permitting or regulatory authorities other than those specifically listed herein.

- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);

- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).

- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.

- Sufficiency review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.

- Boundary surveys, site evaluation or closing assistance work, unless specified above.
REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. will be reimbursed for printing and photocopying, deliveries, Federal Express and courier services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees required for processing of applications by authorities having jurisdiction over the project, renderings, models or mock-ups required by CLIENT to attain approval of the amendments. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

No meetings other than those listed in the Scope of Services, are included in the Schedule of Fees shown below. Preparation for (if needed) and meeting attendance at meetings other than those included will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

<table>
<thead>
<tr>
<th>PROPOSED SCHEDULE OF FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I  Professional Engineering Services</strong></td>
</tr>
<tr>
<td>A  Professional Traffic Engineering Services</td>
</tr>
<tr>
<td>Traffic Impact Analysis</td>
</tr>
<tr>
<td><strong>II  Professional Planning Services</strong></td>
</tr>
<tr>
<td>Other Planning Work Activity</td>
</tr>
<tr>
<td><strong>III Meetings not included in I thru II</strong></td>
</tr>
<tr>
<td>TOTAL (Plus Hourly Services)</td>
</tr>
</tbody>
</table>
TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.

- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.

- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.

- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.

- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.

- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.

Pursuant to Section 558.0035, Florida Statutes, an individual employee or agent of Calvin, Giordano & Associates, Inc. may not be held individually liable in negligence for any claims, damages, losses, or disputes arising out of or subject to the contract.

The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.

The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.

This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

Miscellaneous Provisions

CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves and their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.

This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
• Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

**TERMINATION OF THE AGREEMENT**

• This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party, initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

• In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

**CALVIN, GIORDANO & ASSOCIATES, INC.**

Shelley Eichner
Senior Vice President

Cost of these services are $17,370.00 plus hourly as noted in fee breakdown.
ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: 
   Name: Shelley Eichner, AICP    Date: 
   Title: Senior Vice President

SOUTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

By: 
   Date: 
   Name: Mr. Evan Fancher
   Title: Executive Director
South Miami Community Redevelopment Agency Agenda Item Report
Meeting Date: January 14, 2019
Submitted by: Evan Fancher
Submitting Department: Community Redevelopment Agency
Item Type: Resolution
Agenda Section:

Subject:
A Resolution authorizing the SMCRA Director to pay any fees to the City of South Miami associated with the construction of the container house project; urging the City Commission to reverse the decision of the ERPB that requires landscaping that goes beyond the requirements of the City’s Land Development Code.

Suggested Action:

Attachments:
Container Memo.doc
Resolution re Container House fees and appeal.doc
Deed Container Home.pdf
To: The Honorable Chairman & Members of the SMCRA Board

From: Evan Fancher, Director

Date: January 14, 2019

Subject: A resolution authorizing the SMCRA Director to pay any fees to the City of South Miami associated with the construction of the container house project; urging the City Commission to approve an appeal of the ERPB conditions for landscaping that goes beyond the City of South Miami code.

Background: The SMCRA and the Miami Realtors Association has partnered with Miami-Dade County and the City of South Miami to produce the first container house for sale in the City of South Miami. The house will be sold at cost and deed-restricted.

When the idea was presented to the County Commission formally, the Commissioners expressed concerns over some of the soft costs of the project and the additional landscaping costs. The County Commission agreed to convey the property for the construction of the home with the condition that as many of the government fees be waived as possible.

Staff continues to work with the City administration to move the project along, but is seeking authorization to help with the fees. We recognize that the City should not unilaterally bear the cost of these fees, so the Agency would need to step in to keep the price of this home low.

The fees could include the appeal fee to appeal the ERPB decision to add additional landscaping requirements to the project that go beyond the requirements of the Land Development Code. In addition, there will be permitting fees associated with the project.

This resolution would authorize the SMCRA Director to pay those fees and not seek a waiver from the City. A full documentation of the fees will be provided to the SMCRA Board.

The resolution would also urge the City Commission to approve an appeal of the conditions of the ERPB approval that ask the project to go beyond the landscaping requirements of the Land Development Code.

Staff recommends that the board approve this item and authorize the expenditure.
FUNDING SOURCE: The expenditure will be taken from the Redevelopment Services Account 610-1110-554-34-60.

ATTACHMENTS: Resolution
Deed
RESOLUTION NO. CRA __________________

A Resolution authorizing the SMCRA Director to pay any fees to the City of South Miami associated with the construction of the container house project; urging the City Commission to reverse the decision of the ERPB that requires landscaping that goes beyond the requirements of the City's Land Development Code.

WHEREAS, the adopted redevelopment plan calls for more single-family housing construction; and

WHEREAS, to facilitate these objectives, the Agency supported the Miami Realtors Association’s quest to build a container house on a non-conforming lot in the SMCRA; and

WHEREAS, the Miami-Dade County Commission conveyed the lot for this project to the SMCRA with the directive that it seek to get all government fees waived and sell the house at the cost of construction; and

WHEREAS, staff has determined that all the final government fees cannot be fully determined at this time, but seeks to facilitate the spirit of the County Commission’s directive; and

WHEREAS, the Agency would rather pay the fees than have the City bearing the cost; and

WHEREAS, the Environmental Review and Preservation Board (ERPB) requested substantial landscaping upgrades beyond the minimum requirements of the City of South Miami Code; and

WHEREAS, the Board desires to facilitate goals and objectives of the community redevelopment plan by facilitating new housing construction by private entities.

NOW THEREFORE BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF SOUTH MIAMI, FLORIDA THAT:

Section 1. The South Miami Community Redevelopment Agency Board authorizes the Agency to pay any city fees associated with the construction of the container house project; and charging the total amount to Account No. 610-1110-554-34-60 (Residential Rehabilitation Account).

Section 2. The South Miami Community Redevelopment Agency Board urges the South Miami City Commission to reversed the decision of the Environmental Review and Preservation Board that requires landscaping that exceeds requirements of the Land Development Code.

Section 3. This resolution shall take effect immediately upon adoption.
PASSED AND ADOPTED this ______day of January, 2018.

ATTEST:                  APPROVED:

____________________________  __________________________
SECRETARY                 CHAIRPERSON

Board Vote:
Chair Stoddard:
Vice Chair Harris:
Member Welsh:
Member Liebman:
Member Gil:
Member Jackson:
Member Kelly:

GENERAL COUNSEL
Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS DEED, made this 14th day of Dec., 2018 by MIAMI-DADE COUNTY, a political subdivision of the State of Florida (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and MIAMI ASSOCIATION OF REALTORS, INC., A 501(c)(6) not-for-profit organization (hereinafter "Miami Realtors"), whose address is 700 S. Royal Poinciana Boulevard, Suite 400, Miami, Florida 33166, 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 Miami Realtors, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Miami Realtors, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Property"):

As legally described in Exhibit "A" attached hereto and made a part hereof.

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

1. That the Property shall be developed by Miami Realtors with affordable shipping container home ("Dwelling Unit") and maintained as permanent affordable housing in accordance with Section 125.379, Florida Statutes. Miami Realtors shall sell such Dwelling Unit to a qualified homebuyer whose income range is established at 80% of the most recent median family income for the County as reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County, in its sole discretion, shall be executed by such qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

2. That the Property shall be developed within two (2) 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 2, the County may, in its sole discretion, waive this requirement upon the Miami-Dade Board of County Commissioners finding it necessary to extend the timeframe in which Miami Realtors must complete the Dwelling Unit. 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 of a letter executed by the County Mayor or the County Mayor’s designee giving such waiver and specifying the new time frame in which Miami Realtors must complete the Dwelling Unit. 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 two (2) years 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.

3. That the Dwelling Unit developed on the Property shall be sold to a qualified household at Miami Realtor’s cost, but under no circumstances shall the sales price of the home exceed the maximum sales price set forth in Implementing Order No. 3-44. In the event Miami Realtors fails to sell the home to a qualified household or sells the Dwelling Unit above the maximum sales price set forth in Implementing Order No. 3-44, and Miami Realtors, upon written notification from the County, fails to cure such default, then title to the subject Property shall revert to the County, at the option of the County, as set forth in paragraph 9 of this Deed, and by such reverter to the County, Miami Realtors shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.

4. That if the Property is located within the HOPE VI Target Area ("Target Area"), Miami Realtors shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal of the Dwelling Unit to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for Miami Realtors to notify these residents of the availability of homeownership opportunities.

5. That Miami Realtors 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, with the exception of any conveyance to qualified homebuyers.

6. Miami Realtors shall require that the qualified household purchasing the Dwelling Unit execute and record simultaneously with the deed of conveyance from Miami Realtors to the qualified household the County’s "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from Miami
Realtors to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant.”

7. That Miami Realtors shall pay real estate taxes and assessments on the Property or any part thereof when due. Miami Realtors 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 Miami Realtors may encumber the Property with:

a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and

b) Any mortgage(s) in favor of any institutional lender 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.

c) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the “successors heirs and assigns” of the burdened land owner.

8. The recordation, together with any mortgage purporting to meet the requirements of paragraph 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), or a member of any similar or successor organization, stating the value of the Project 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. 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.
9. If in the sole discretion of the County, the Property ceases to be used solely for the purpose set forth in paragraph 1 herein by Miami Realtors, or if Miami Realtors fails to construct the Dwelling Unit described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if Miami Realtors ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, Miami Realtors shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If Miami Realtors fails to remedy the default within thirty (30) 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, Miami Realtors shall immediately deed such 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 the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by Miami Realtors. The County retains a 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.

10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Property.

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 Miami Realtors 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

By: ________________________________

Deputy Clerk

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

By: ________________________________

Esteban L. Bovo Jr., Chairman

Approved for legal sufficiency:

By: ________________________________

Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R-1119-18 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 8th day of November, 2018.
IN WITNESS WHEREOF. the representative of MIAMI ASSOCIATION OF REALTORS, INC., a 501(c)(6) not-for-profit organization, has caused this document to be executed by their respective and duly authorized representative on this 14th day of December 2018, and it is hereby approved and accepted.

[Signature]
Witness/Attest

[Signature]
Witness/Attest

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ___ day of 2018, by ___________, as ___________________________ of MIAMI ASSOCIATION OF REALTORS, INC., a 501(c)(6) not-for-profit organization, and s/he (_ ) has produced _________________________ as identification or ( ) is personally known to me.

[Seal]

E. Brown
Notary of- State of Florida
Commission Number: FF 914491
## EXHIBIT A

<table>
<thead>
<tr>
<th>Folio</th>
<th>Legal Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>09-4025-009-0010</td>
<td>PINES PB 13-2&lt;br&gt;LOTS 1 &amp; 2 LESS S10FT &amp; W10FT&lt;br&gt;FOR R/W BLK 1</td>
</tr>
</tbody>
</table>
South Miami Community Redevelopment Agency Agenda Item Report
Meeting Date: January 14, 2019
Submitted by: Evan Fancher
Submitting Department: Community Redevelopment Agency
Item Type: Resolution
Agenda Section:

Subject:
A Resolution authorizing a multi-family residential rehabilitation grant award in an amount not to exceed $7,668 for the replacement of exterior doors and the repair of the driveway at Lee Park Condominiums.

Suggested Action:

Attachments:
Lee Park Memo.doc

Resolution rehab 9 doors & Driveway.doc

Lee Park Legal Opinion.pdf

Estimates.pdf
To: The Honorable Chairman & Members of the SMCRA Board

From: Evan Fancher, Director

Date: January 14, 2019

Subject: A resolution authorizing a multi-family residential rehabilitation grant award in an amount not to exceed $7,668 for the replacement of exterior doors and the repair of the driveway at Lee Park Condominiums.

Background: The adopted redevelopment plan calls for the rehabilitation and preservation of the existing housing stock. To facilitate these objectives, the Agency established the single-family and multi-family residential rehabilitation programs. Concerted efforts have been made to mitigate structural damage.

Previously, the SMCRA approved the replacement of one door in Lee Park Condominiums. During the discussion, SMCRA Board members requested that the SMCRA Attorney review the condominium association’s declarations to determine if exterior doors were the responsibility of the homeowner or the condominium association, it was determined that the responsibility lies with the association.

Staff recently received a multi-family residential rehabilitation application from (9) multi-family owners for assistance. The applicants are SMCRA residents living on a fixed income. The applicants request assistance to replace exterior doors never replaced before. In addition, staff was presented with a request from the association to repair the driveway at Lee Park. Each of these requests garnered three estimates. To complete all the work, the total cost would be $15,366.

Staff recognizes the need to complete these matters. Staff also recognizes that the association should bear some of the burden in replacing these items considering that almost half the units are now investor owned (although none of the requested door repairs are for investor owned units). Therefore, staff recommends awarding them half of the total cost of the requested repairs, $7,668.

Funding Source: The expenditure will be taken from the Residential Rehabilitation Account 610-1110-564-99-30. The current balance is $83,230.

Attachments: Resolution
Legal opinion on doors, estimates
RESOLUTION NO. ______

A Resolution authorizing a multi-family residential rehabilitation grant award in an amount not to exceed $7,668 for the replacement of exterior doors and the repair of the driveway at Lee Park Condominiums.

WHEREAS, the adopted redevelopment plan calls for the rehabilitation and preservation of the existing housing stock; and

WHEREAS, to facilitate these objectives, the Agency established the single-family and multi-family residential rehabilitation programs; and

WHEREAS, the programs prioritize applications that address health, safety and welfare issues or would assist applicants who can least afford to carry out rehabilitation activities; and

WHEREAS, concerted efforts have been made to mitigate and provide assistance to multi-family home owners to replace, repair, improve their homes; and

WHEREAS, staff recently received nine (9) multi-family residential rehabilitation applications from senior residents living on a fixed-income residing in Lee Park Condominiums; and

WHEREAS, following the last SMCRA meeting in which this issue was discussed, the SMCRA Director solicited an opinion from the SMCRA Attorney who ruled that the doors are the responsibility of the Lee Park Condominium Association ("Association"); and

WHEREAS, the applicant requests assistance to replace damaged exterior doors at Lee Park Condominiums and the Association is requesting help to fix their entrance driveways; and

WHEREAS, based on the estimates submitted, the cheapest options would equal $15,336; and

WHEREAS, the Board desires to facilitate goals and objectives of the community redevelopment plan by facilitating housing rehabilitation and preservation initiatives in the SMCRA area.

NOW THEREFORE BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF SOUTH MIAMI, FLORIDA THAT:

Section 1. The South Miami Community Redevelopment Agency Board authorizes the Agency’s Executive Director to enter into agreement in amount not to exceed $7,668 to replace damaged exterior doors and repair the driveway at Lee Park Condominiums and charging the total amount to Account No. 610-1110-564-99-30 (Residential Rehabilitation Account).
Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of January, 2019.

ATTEST:

SECRETARY

APPROVED:

CHAIRPERSON

Board Vote:
Chairman Stoddard:
Vice Chairman Harris

READ AND APPROVED AS TO FORM:
Member Welsh:
Member Liebman:
Member Gil

GENERAL COUNSEL
Member Kelly:
Member Jackson:
The Lee Park Condominium Association is responsible for the repair and/or replacement of the exterior doors and windows of the condominium units. I base this opinion on the fact that the Association is responsible for the maintenance of the Common Elements. See Fla. Stat. 718.113(1). Section 718.108(1), Florida Statutes, defines “common elements” as “the condominium property which is not included within the units.” The Lee Park Declaration of Condominium defines Common Elements to include everything not included in the Unit or Apartment. See Art. III, Sec. 3.06. which states that the Common Elements are defined as all Condominium Property which is not within the Units. Condominium Property does not appear to be defined but as used in the Declaration it appears to include the Units and the Common Elements. See (e) of Section XXVII regarding insurance coverage which implies that the Condominium Property includes the Units. It states: “(e) use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than repair, replacement or reconstruction of such Condominium property.” Section 16 of the Declaration provides that the Association has the power to use Assessments to maintain, care for and preserve the Condominium Units, other than the interiors of those Units. Section 22.06 prohibits the Unit owners from repairing or replacing any of the Common Elements. It states: Make no alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the building without the prior written consent of the Association. In addition, the Floor Plan for the Units, that is attached to the Declaration states: “Each Condominium unit shall have as its boundary the interior unfinished surfaces at the ceiling, floor and perimeter walls.” Therefore, since the doors are not part of the unfinished walls, they are not part of the Unit and, consequently, it is the responsibility of the Association to maintain, repair and replace exterior doors.

Thomas F. Pepe,
City Attorney
Board Certified by the Florida Bar in
City, County and Local Government Law
City of South Miami
1450 Madruga Avenue, Ste 202,
Coral Gables, Florida 33146
Tel: (305) 667-2564
Fax: (305) 341-0584
E-mail: tpepe@southmiamifl.gov

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mails to and from this e-mail site are kept as a public record. Your e-mail communications, including your e-mail address may be
disclosed to the public and media at any time pursuant to Florida Statutes, ch. 119.

From: Fancher, Evan
Sent: Tuesday, October 30, 2018 3:17 PM
To: Pepe, Thomas F. <TPepe@southmiamifl.gov>
Subject: FW: Resolution Request

Were you able to get this opinion to me? I have an advisory board meeting tonight?

From: Fancher, Evan
Sent: Thursday, October 18, 2018 11:27 AM
To: Pepe, Thomas F. <TPepe@southmiamifl.gov>
Subject: FW: Resolution Request

Mr. Pepe,

As we have discussed, residents of Lee Park Condominiums have petitioned the SMCRA for home rehab help to replace
doors. In the past, the SMCRA approved this once but had an extensive discussion about the doors being the
responsibility of the condo association instead of the homeowner.

Several homeowners have turned in applications for the doors. Will you write me an opinion that I can share that opines
as to who is responsible for the doors according to the condominium association bylaws?

Best,

Evan Fancher
Director
SOMI CRA
5825 SW 68th Street St. 400
South Miami, Florida 33143
Office: 305-668-7236
Cell: 305-979-4568

From: Fancher, Evan
Sent: Tuesday, April 17, 2018 9:14 AM
To: Pepe, Thomas F. <TPepe@southmiamifl.gov>
Subject: FW: Resolution Request

Mr. Pepe,

Will you take a look at the Lee Park Condominium Association documents.

Are front doors to condos the responsibility of the condo owner or the association?
Evan Fancher
Director
SOMI CRA
5825 SW 68th Street St. 400
South Miami, Florida 33143
Office: 305-668-7236
Cell: 305-979-4568

From: Payne, Nkenga
Sent: Monday, April 16, 2018 3:49 PM
To: Fancher, Evan <EFancher@southmiamifl.gov>
Subject: RE: Resolution Request

Good Afternoon,

Attached is the resolution you've requested. Lee Park Condominium documents are also attached.

Thanks,

Nkenga “Nikki” Payne, CMC
Deputy City Clerk
City of South Miami
6130 Sunset Drive
South Miami, FL 33143
(305)663-6340 office
(305)663-6348 fax
npayne@southmiamifl.gov
www.southmiamifl.gov

Please note: The state of Florida has a very broad public records law. Written communications, including emails, are therefore subject to disclosure to the public and media upon request.

From: Fancher, Evan
Sent: Thursday, April 12, 2018 10:41 AM
To: Payne, Nkenga <NPayne@southmiamifl.gov>
Subject: Resolution Request

Madame Clerk,

Will you send me Resolution # 26-05-173 or any other SMCRA resolution that includes the Lee Park Condominium Association documents.

Evan Fancher
Director
SOMI CRA
5825 SW 68th Street St. 400
South Miami, Florida 33143
Office: 305-668-7236
Cell: 305-979-4568
Estimate # 1

$15,800.00

Estimate presented by Real team
Investment Estimate # 1
Lee Park Condominiums
6110 SW 68th St.
South Miami, Florida 33143

Scope of Work

1. Clean all areas of debris.
2. Repair asphalt damaged by tree(southwest parking area) and pot holes(all parking areas).
3. Repair all cracks over a half inch width.
4. Sealcoat all parking areas with a double coat.
5. Paint all bumpers, parking lines and curb in yellow paint.
6. Paint all handicap spaces in blue and white according to county code.
7. Paint all numbers and letters on bumpers according to present.
Lee Park Condominiums
6110 SW 68th St.
South Miami, Florida 33143

Terms and Conditions

Work will commence after initial deposit. Weather permitting all work will be done in a two week period. Starting date will be determined by you. Lee Park is responsible to notify tenants of work and is responsible for any cars in the parking areas. Vehicles left in parking areas will be towed by Lee Park. Parking areas have to be cleared by 7am on the day of work. Parking areas have to be closed for a 24 hour period after completion. All material is F.D.O.T. approved. All work is guaranteed.
Lee Park Condominiums
6110 SW 68th St.
South Miami, Florida 33143

Price and Payment

Total: $15,800.00

33%($5,214.00) Due before commencement of work
33%($5,214.00) Due at the halfway point
34%($5,372.00) At completion of work

All checks made payable “Team Real Estate Investments”
Dear Mrs. Jean Scott,

Lee Park Scope of Work, Terms and Condition, Price and Payment.

Good afternoon! Thanks for giving us the opportunity to give you a proposal for the project. It was a pleasure to visit the property. Attached you will find the Scope of Work, Terms and Condition and Price and Payment. If you have any questions please feel free to contact us at 305-206-4562(Ariel) or 786-389-9393(Enrique). Also if you would like to meet us at the property to go over the job proposal, we would love to meet you.

Sincerely,

Mr. Ariel E Ballate

Mr. Enrique Pico
Estimate # 2

$ 8,395.00

Estimate by Driveway maintenance
Lee Park Condo
6110 S.W. 68th Street
Miami, FL 33143

ATTENTION: Jean Scott

NOTE: Polytar is manufactured with polymers that increase durability, wear resistance, and adhesion of asphalt pavement sealcoating. This market leading sealer and its proprietary formulation provides increased durability over conventional pavement sealers.

**OPTION:** To substitute POLY TAR premium hot blended 7% polymer fortified heavy duty refined coal tar emulsion sealer... lieu of the standard sealer, ADD $1490.00 (PLEASE CIRCLE ONE)...YES / NO.

**SEALCOATING TO BE COMPLETED IN TWO (2) MOBILIZATIONS.**
**BARRICADES WILL BE PROVIDED TO CLOSE OFF AREAS BEING SEALCOATED.**
**THIS CONTRACTOR WILL NOT BE RESPONSIBLE FOR PERSONS ENTERING THE AREA AND TRACKING SEALER OR PAINT, AND FOR DAMAGE TO PROPERTY OR INJURY TO PERSONS ENTERING THE AREA.**
**PERMIT FEES, PROCUREMENT, RECORDS RETRIEVAL, ENGINEERING, AND ANY ADDITIONAL WORK REQUIRED BY THE PERMIT WILL BE AN ADDITIONAL COST TO THIS CONTRACT.**
**DUE TO INCREASES IN THE COSTS OF MATERIALS, THIS PRICE CAN ONLY BE GUARANTEED FOR 30 DAYS.**

**PAGE THREE OF THREE**

WE PROPOSE to furnish labor and material - complete in accordance with above specifications, and subject to conditions stated herein, for the sum of:

**EIGHT THOUSAND THREE HUNDRED NINETY FIVE DOLLARS AND 00 CENTS**

WITH PAYMENTS TO BE MADE AS FOLLOWS:

- Not responsible for any damage to underground utilities.
- A Certificate of Insurance will be issued upon request prior to commencement of work.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DRIVEWAY MAINTENANCE INC.
DANIEL PHILLIPS

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Our workers are covered by Workmen's Compensation Insurance.
SEALCOATING: Two Coats With Sand.

1. Thoroughly clean the entire asphalt area with power air brooms.
2. Heavy oil spots will be treated with "Bond Seal".
3. Apply first coat of Staycoat JC-7 sealer with 3% FSA Co-polymer added to sealer strictly to manufacturer's specifications and 3-4 lbs. of grade #2 silica sand added per gallon, mechanically agitated and applied at the rate of 1/6 of a gallon per square yard using our exclusive SAND FLOW process.
4. Apply a second, separate coat of Staycoat JC-7 sealer with sand in the same quantity and proportion as the first coat.
5. Restripe and repaint the existing painted surfaces as existing using DOT approved traffic yellow and white latex paints to include: parking stall lines, car stops, handicap stalls, lineal footage, and stop bars.

Line Item: $5,699.00

**PAGE TWO OF THREE**
ATTENTION: Jean Scott

As per directions to perform the following work:

PATCHING: 700 Square Feet, Up To 1" In Depth.

1. Sawcut or mill damaged asphalt where required and clean areas to be patched.
2. Tack areas with RC-70 or SS1h primer tack.
3. Install hot plant mixed asphalt, Type S-III.
4. Roll and compact with a 3-5 ton roller.

Line Item: = $2,696.03

**THIS CONTRACTOR CANNOT GUARANTEE THE ELIMINATION OR PREVENTION OF STANDING WATER.**

**PAGE ONE OF THREE**

WE PROPOSE to furnish labor and material - complete in accordance with above specifications, and subject to conditions stated herein, for the sum of:

WITH PAYMENTS TO BE MADE AS FOLLOWS:

* Not responsible for any damage to underground utilities.

- A Certificate of Insurance will be issued upon request prior to commencement of work.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTANCE OF PROPOSAL

DATE OF ACCEPTANCE:

PRINT NAME: ____________________________  SIGNATURE: __________________________

DANIEL PHILLIPS

DRIVEWAY MAINTENANCE INC.
Estimate # 3

$ 7,860.00 estimate provided by Mosley Paving Company
We hereby submit specifications and estimates for:

- Dealing
- Blow clean area off thoroughly with air broom.
- Apply two coats Den Seal.
  - First coat w/sand.
  - Second coat applied w/Den Seal 10.
- Patch work — G101-G105
  - Remove coats (saw-cut)
  - Patch w/Hot asphalt and compacting roller.

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: $7860.00.

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: [Signature]

Note: This proposal may be withdrawn by us if not accepted within [number] days.

Acceptance of Proposal — The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: [Date]
We hereby submit specifications and estimates for:

- Sealing - $5,990.00
- Asphalt - $2,500.00
- Bumpers - mess up border @ $50.00
- Restripe + Stored

Power steering marks, bike kick stands, or any sharp object will damage new asphalt. Our company will not be held responsible for any underground wires, pipes and etc. but will replace at customers expense. Our company will not guarantee that grass will not grow through asphalt. If court proceedings are necessary, customer is responsible for customers court costs and companies court costs.

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of: $18,600.00

Payment to be made as follows:

- 12% of total upon signing $3,936.00
- 30% of total upon completion $3,936.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 7 days.

Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature ___________________________

Date of Acceptance: ____________________
Millennium Contractors

Estimate # 1
DOOR REMOVAL/INSTALLATION

Remove and dispose existing entry door slab
Replace and install 36" x 80" 6pnl steel slab, accordingly
Retro fit, may need, steel frame replacement
Retro fit, will include, new hinges, new hardware, accordingly
Retro fit, may include, transom panel, adjustment, accordingly
All labor & materials, are part of this estimate

Total Est Each Front Door $ 718.00
Total Est Each Storage Door $ 285.00
Total Estimate for 9 Units, 2 doors each $ 9,027.00

NOTE: Mech, Elect. Plumb are not part of this estimate
Any permit costs. Any Eng/Arch are not part of this estimate
Painting/stucco/drywall, is excluded from this estimate
Steel frame replacement, as needed. add $ 195.00
Transom Panel replacement, as needed. add $ 95.00
All trash/debris to be removed by contractor

TO ADD SIDE STORAGE DOOR $ 285.00, ALL OTHER
CONDITIONS APPLY

Payment Terms: PAYMENT BY: CRA - CoFSM
CITY OF SOUTH MIAMI
TO CONTRACTOR
1. 35% Dep @ Contract
3. Balance due at completion

1 5% mo. Interest every 30 days for unpaid balances

We propose hereby to furnish material and labor - complete in accordance with the above specification, and according to on site measurements

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted
You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance:

By:
PNEUMA CONTRACT
Proposal Estimate # 2
**PNEUMA CONTRACT**

**DRAFT**

<table>
<thead>
<tr>
<th>Name: Lee Park Condominium</th>
<th>Date: 10/29/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 6110 SW 68 ST</td>
<td>Job ID: 6110SWLePrk</td>
</tr>
<tr>
<td>City/State/Zip: South Miami, FL 33143</td>
<td></td>
</tr>
<tr>
<td>Home Phone:</td>
<td>Policy #:</td>
</tr>
<tr>
<td>Cell Phone:</td>
<td>Claim #:</td>
</tr>
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</table>

Thank you for considering Pneuma Construction for your project to remove and replace front exterior door.

<table>
<thead>
<tr>
<th>Height</th>
<th>SF Walls</th>
<th>SF Ceiling</th>
<th>SF Walls</th>
<th>SF Ceiling</th>
<th>SF Walls</th>
<th>SF Ceiling</th>
<th>SF Walls</th>
<th>SF Ceiling</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SF Walls &amp; Ceiling</td>
<td>SF Floor</td>
<td>SF Walls &amp; Ceiling</td>
<td>SF Floor</td>
<td>SF Walls &amp; Ceiling</td>
<td>SF Floor</td>
<td>SF Walls &amp; Ceiling</td>
<td>SF Floor</td>
</tr>
<tr>
<td></td>
<td>LF Cell Perimeter</td>
<td>LF Floor Perimeter</td>
<td>LF Cell Perimeter</td>
<td>LF Floor Perimeter</td>
<td>LF Cell Perimeter</td>
<td>LF Floor Perimeter</td>
<td>LF Cell Perimeter</td>
<td>LF Floor Perimeter</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>RCV</th>
<th>DEPREC.</th>
<th>ACV</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Remove &amp; Replace Entry &amp; Utility Door and Jam (With discount includes: Replace wood framing, threshold, hardware &amp; locks)</td>
<td>2054.84</td>
<td>2054.84</td>
<td>170.94</td>
<td>170.94</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 City Permits</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Partial Line Item Sub-Totals: 2225.78

**SUMMARY**

<table>
<thead>
<tr>
<th>Line Item Total</th>
<th>2225.78</th>
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</thead>
<tbody>
<tr>
<td>24 Overhead</td>
<td>10.00%</td>
</tr>
<tr>
<td>25 Profit</td>
<td>10.00%</td>
</tr>
</tbody>
</table>

We hereby propose to furnish labor and materials in complete accordance with the above specifications, for the amount of $2,670.94.
Thank you for considering Pneuma Construction for your project to remove and replace the front exterior door.

We hereby propose to furnish labor and materials in complete accordance with the above specifications, for the amount of $2,670.94.

**Phone:** 786-251-3446  *  **Fax:** 305-233-3384  *  **Email:** pneuma@comcast.net
Other Terms and Conditions. Pneuma Construction Corp. will provide all labor, services, equipment and tools of every kind required for the prompt and efficient execution of the work. All work will be done in accordance with standards prevailing in Florida at the time the work is completed. If the owner fails to pay any portion of the Contract Price within 30 days after such amount is due and payable, in addition to any amounts of the Contract Price then due and payable, the owner shall also pay Pneuma Construction Corp. an additional amount equal to 5% of the amount due or $100.00, whichever is greater, to cover additional costs in handling delinquent charges, plus all past due amounts of the Contract Price will bear interest payable to Pneuma Construction Corp. at the rate of 1 and 1/2% per month until paid in full. If the owner fails to fund the project and attorney's fees must be paid by the property owner. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the party to be charged therewith and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. This Agreement represents the entire agreement between the parties concerning the subject hereof. Upon default in any payment of a portion of the Contract Price, Owner agrees to pay Pneuma Construction Corp. all reasonable costs of collection, including reasonable attorneys' fees and litigation costs. Contract is subject to acceptance within 10 days and is void thereafter at the option of the authorized signee.

Accepted by: ____________________________

PNEUMA CONSTRUCTION CORP

LARRY D. JONES, PRESIDENT

Accepted by:

OWNER OR AUTHORIZED REPRESENTATIVE

DATE:

PHONE: 786-251-3448 * FAX: 305-233-3384 * EMAIL: pneuma@comcast.net
John Faison

Estimate # 3
John Faison

Estimate # 3
# Work Order

**Estimate given:** 10/1/2018

**START DATE:**

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Panel Steel Doors Installation</td>
<td>60.60</td>
<td>545.40</td>
</tr>
<tr>
<td></td>
<td>removal of old doors, purchase new</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>if no damage, will not replace</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>framing if damaged, will replace</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>according to Miami County Compliance Code</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>French Door</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>remove existing door, purchase</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>installed, labor</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Licensed/Insured**

**TOTAL DUE:** 7,476.00

**THANK YOU FOR YOUR BUSINESS!**
Calla Bella

Estimate # 4
<table>
<thead>
<tr>
<th>Description</th>
<th>Sq/Ft</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Door installation 36x80</td>
<td>9.00</td>
<td>$280.00</td>
<td>$2,520.00</td>
</tr>
<tr>
<td>Door installation 30x80</td>
<td>9.00</td>
<td>$180.00</td>
<td>$1,620.00</td>
</tr>
<tr>
<td>French patio door installation</td>
<td>1.00</td>
<td>$850.00</td>
<td>$850.00</td>
</tr>
<tr>
<td>36 in. x 80 in. Premium 6-Panel Primed Steel Front Door Slab</td>
<td>9.00</td>
<td>$121.00</td>
<td>$1,089.00</td>
</tr>
<tr>
<td>30 in. x 80 in. Premium 6-Panel Primed Steel Front Door Slab</td>
<td>9.00</td>
<td>$132.00</td>
<td>$1,188.00</td>
</tr>
<tr>
<td>72 in. x 80 in. Premium Primed Right Hand Outswing 15 Lite External Grille</td>
<td>1.00</td>
<td>$680.00</td>
<td>$680.00</td>
</tr>
</tbody>
</table>

Amount Due: $7,947.00
Sub Total: $7,947.00
Total: $7,947.00