



## CITY OF SOUTH MIAMI

### CITY COMMISSION MEETING AGENDA

Tuesday, May 4, 2021, 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. LOBBYIST(S) ADDRESSING THE CITY COMMISSION TONIGHT MUST HAVE BEEN REGISTERED WITH THE CITY CLERK
- G. PRESENTATIONS
  - G1. Victor Dover

## **H. APPROVAL OF MINUTES**

- Ha. 04.21.2021 Special City Commission Meeting minutes  
[04.21.21 Special Meeting.docx](#)
- Hb. 04.22.2021 City Commission meeting minutes  
[042221.docx](#)

## **I. CITY MANAGER’S REPORT**

- J. CITY ATTORNEY’S REPORT** - *[City Attorney reminder: Remarks are limited to those matters that are not quasi-judicial. Any comment on a quasi-judicial matter may be made when the item is called and the speaker is under oath.]*

## **K. PUBLIC REMARKS**

## **L. BOARDS AND COMMITTEES, APPOINTMENTS, ETC.**

## **M. COMMISSION REPORTS, DISCUSSION & REMARKS**

## **N. CONSENT AGENDA**

## **O. RESOLUTION(S)**

1. A Resolution of the Mayor and City Commission of the City of South Miami recognizing Juneteenth as a City Holiday. 3/5 (Mayor Philips) (deferred on April 22, 2021)  
[Juneteenth\\_Reso \(1\).docx](#)
2. A Resolution of the Mayor and City Commission of the City of South Miami recognizing Juneteenth. 3/5 (Mayor Philips)  
[Juneteenth\\_Reso \(may\) \(1\) rev\\_.docx](#)
3. A Resolution of the Mayor and City Commission of the City of South Miami, Florida, to seek review by the Florida Supreme Court of the appellate decision in the case of City of Weston, et al., v The Honorable Ron DeSantis and concerning the enforceability of Section 790.33, Florida Statutes. 3/5 (City Attorney)  
[Reso\\_auth\\_Weiss\\_Serota\\_to\\_Represent\\_CSM\\_in\\_Weston\\_Case\\_\\_2\\_.doc](#)
4. A Resolution of the Mayor and City Commissioners of the City of South Miami (“City”) authorizing the City to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan. 3/5 (Mayor Philips)  
[Reso\\_re\\_Opioid\\_Litigation.doc](#)
5. A Resolution of the Mayor and City Commission regarding the design of the Pedestrian Bridge Overpass at US-1 and SW 71st Street. 3/5  
[Memo\\_Pedestrian\\_Bridge\\_Alternatives.docx](#)

[Reso\\_Pedestrian\\_Bridge\\_Alternatives.docx](#)  
[CITY OF SOUTH MIAMI PEDESTRIAN BRIDGE\\_OPTION 1.pdf](#)  
[CITY OF SOUTH MIAMI PEDESTRIAN BRIDGE\\_OPTION 2.pdf](#)

**P. RESOLUTION(S) PUBLIC HEARING(S)**

**Q. ORDINANCE(S) SECOND READING(S) PUBLIC HEARING(S)**

6. An Ordinance amending the South Miami Code of Ordinances by Revising Section 2-4.8, "Submission of accounts payable and accounts receivable statement by city manager to city commission." 3/5 (City Manager-Finance Dept.)  
[Memo Ordinances.docx](#)  
[Ord\\_Amend\\_Sec\\_2-4.8\\_ManagerReptCC-CArev.docx](#)  
[Ord. No. 18-86-1264.pdf](#)  
[MDBR Ad.pdf](#)

**R. ORDINANCE(S) FIRST READING(S)**

7. An Ordinance amending Section 20-4.4 of the City of South Miami's Land Development Code to amend the parking standards. 3/5 (City Manager-Planning & Zoning Dept.)  
**Suggested Action: Approval**  
[Parking Standards Amendment Cover Memo.docx](#)  
[ORD\\_amending\\_parking\\_requirements\\_PBvote \(7\).doc](#)  
[PB-21-002 - Final PB Regular Meeting Minutes Excerpt- 01-12-2021.pdf](#)
8. An Ordinance amending the City of South Miami Code of Ordinances, Chapter 2, Article III, Sections 2-24 and 2-25 concerning code enforcement. 3/5 (City Attorney)  
[Ordinance2-24 2-25 re Code Enforcementsk.doc](#)
9. An Ordinance authorizing the City Manager to sell two City owned properties located at 4400 SW 60 Place: Folio No. 30-4024-029-0130; and 7849 SW 68 Place: Folio No. 09-4035-013-0942; both as a result of a competitive bid to the highest bidder. 4/5 (City Manager)  
[CM\\_Memo\\_Sale\\_of\\_City\\_Properties.docx](#)  
[ORD\\_Sale\\_of\\_City\\_Owned\\_Property2021 \(1\).doc](#)  
[NOTICE TO PROPERTY OWNERS.pdf](#)  
[FINAL RFP 4400 SW 60 PL Sale of CityRealEstate3.10.21.pdf](#)  
[Final RFP 7849 SW 68 Ave Sale of SurplusRealEstate3.12.21.pdf](#)  
[Bid Tabulation RFPCSM4400 sw 60 pl4.16.21.pdf](#)  
[BidTabCSM7849SW6842121.pdf](#)  
[Manual Castilla Bidding Document.PDF](#)  
[Sallie & Wayne Byrd Proposal for 7849 SW 68 Avenue.PDF](#)  
[Demand Star 4400 SW 60 Pl.pdf](#)  
[Demand Star RFPCSM2021-7849 SW 68 AVE.pdf](#)  
[2021.03.12 MDBR - RFP #CSM2021-4400 SW 60 Place.pdf](#)  
[2021.03.16 MDBR - RFP #CSM2021-7849 SW 68 Avenue.pdf](#)  
[Map of 7849 SW 68 AVE.pdf](#)

## S. 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 OR ADMISSION OR 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 PRESUMPTION OF 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:

1. THE ELECTED OR APPOINTED PUBLIC OFFICIAL SHALL DISCLOSE IN WRITING THE SUBJECT OF THE COMMUNICATION AND THE IDENTITY OF THE PERSON, GROUP, OR ENTITY WITH WHOM THE COMMUNICATION TOOK PLACE, AS SOON AS PRACTICABLE AFTER THE COMMUNICATION TAKES PLACE, WITH THE CITY CLERK AND MADE A PART OF THE RECORD AT THE HEARING BEFORE FINAL ACTION ON THE MATTER.
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.

## **City Commission Agenda Item Report**

Meeting Date: May 4, 2021

Submitted by: Nkenga Payne

Submitting Department: City Clerk

Item Type: Presentation

Agenda Section:

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**Subject:**

Victor Dover

**Suggested Action:**

**Attachments:**

## City Commission Agenda Item Report

Meeting Date: May 4, 2021

Submitted by: Nkenga Payne

Submitting Department: City Clerk

Item Type: Minutes

Agenda Section:

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**Subject:**

04.21.2021 Special City Commission Meeting minutes

**Suggested Action:**

**Attachments:**

[04.21.21 Special Meeting.docx](#)

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City of South Miami  
Special City Commission Minutes  
April 21, 2021

9 The City Commission met in special session on Wednesday, April 21, 2021, beginning at  
10 8:00 p.m. in the City Commission Chambers, 6130 Sunset Drive, South Miami, FL 33143.

11 A) SILENCE OR TURN OFF ALL CELL PHONES

12 B) ROLL CALL

13 The following members of the City Commission were present: Mayor Sally Philips,  
14 Commissioner Walter Harris, Commissioner Josh Liebman, Commissioner Luis Gil, and  
15 Commissioner Brian Corey.

16 Also, in attendance were Shari Kamali, City Manager, Thomas Pepe, City Attorney, and  
17 Nkenga A. Payne, City Clerk.

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19 C) MOMENT OF SILENCE

20 D) PLEDGE OF ALLEGIANCE

21 The Pledge of Allegiance was recited in unison.

22 E) RESOLUTION(S)

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- 1.) A Resolution confirming and ratifying the results of the canvassing of the April 20, 2021 Special Election which was held for the purpose of electing a Commissioner for Group III for an unexpired term and declaring the results of said election. 3/5 (City Clerk)

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30 Moved by Commissioner Gil, seconded by Commissioner Harris, the motion to approve  
31 Resolution No. 041-21-15661 confirming and ratifying the results of the canvassing of the April  
32 20, 2021 Special Election which was held for the purpose of electing a Commissioner for Group  
33 III for an unexpired term and declaring the results of said election passed by a 4 - 0 vote:

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Yea: Mayor Philips  
Commissioner Harris

Commissioner Liebman  
Commissioner Gil  
Nay: None

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2.) Oath of Office - Brian Corey, Commissioner Group III

Newley elected Commissioner Brian Corey was sworn into office by City Clerk Payne.

Each member of the Commission was afforded an opportunity to welcome Commissioner Corey.

Commissioner Corey thanked everyone for their support and stated he is ready to serve the City.

F) ADJOURNMENT

There being no further business to come before this Body, the meeting was adjourned at 8:06 p.m.

Attest:

Approved:

\_\_\_\_\_  
Nkenga A. Payne  
City Clerk

\_\_\_\_\_  
Sally B. Philips  
Mayor

## City Commission Agenda Item Report

Meeting Date: May 4, 2021

Submitted by: Nkenga Payne

Submitting Department: City Clerk

Item Type: Minutes

Agenda Section:

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**Subject:**

04.22.2021 City Commission meeting minutes

**Suggested Action:**

**Attachments:**

[042221.docx](#)

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# City of South Miami Regular City Commission Minutes April 22, 2021

The City Commission met in regular session on Thursday, April 22, 2021, beginning at 7:00 p.m. The meeting was held as a VIRTUAL MEETING through communication media technology with the members of the City Commission and City staff participating through video conferencing. This virtual meeting was held on the Zoom platform used by the City Clerk for live remote participation.

A) SILENCE OR TURN OFF ALL CELL PHONES

After Ms. Payne read the two proposed add-on items, it was moved by Commissioner Harris and seconded by Commissioner Liebman to add the items at the end of Section O. of the agenda. The motion passed unanimously.

C) ROLL CALL

The following members of the City Commission were present: Mayor Sally Philips, Commissioner Walter Harris, Commissioner Josh Liebman, Commissioner Luis Gil, and Commissioner Brian Corey.

The following members of the City Commission were absent: None

Also, in attendance were Shari Kamali, City Manager, Thomas Pepe, City Attorney, and Nkenga A. Payne, City Clerk.

D) MOMENT OF SILENCE

E) PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited in unison.

F) LOBBYIST(S) ADDRESSING THE CITY COMMISSION TONIGHT MUST HAVE BEEN REGISTERED WITH THE CITY CLERK

G) PRESENTATIONS

39 [G2.\) Pedestrian Bridge Presentation by APCTE and V3 ARCHITECTURAL GROUP](#)

40 Osmany Alfonso and Jose Vidal gave a visual presentation of the preferred pedestrian  
41 bridge alternatives.

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43 [G1.\) District 7 Miami-Dade County Commissioner Raquel A. Regalado](#)

44  
45 The following is a summary of Commissioner Regalado's presentation: congratulated  
46 Commissioner Corey on his election win; South Miami was chosen for the Biker Mobility Task  
47 Force; Miami-Dade County Commission has co-designated SW 64th Court from 70th Street to  
48 Manor Lane as "Bicycle Bob Welsh Court"; approved mapping, which is a five year map with all  
49 of the road work that will be done and to overlay the work map on the septic to sewer mapping  
50 to see if the septic to sewer needs can be expedited; fertilizer ordinance; wells project with  
51 Village of Pinecrest; diagonally crosswalk; rain barrows program and Autism Awareness Month.

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53 At this point, Commissioner Liebman provided a presentation of sculptures from around  
54 the round.

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56 H) APPROVAL OF MINUTES

57 [Ha.\) 04.06.2021 minutes](#)

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59 Moved by Commissioner Liebman, seconded by Commissioner Harris, the motion to  
60 approve Ha.) 04.06.2021 minutes passed by a 4 - 0 vote:

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Yea: Mayor Philips  
Commissioner Harris  
Commissioner Liebman  
Commissioner Gil  
Abstain: Commissioner Corey  
Nay: None

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69 [I\) CITY MANAGER'S REPORT](#)

Ms. Kamali reported on the following: welcomed newly elected Commissioner Brian  
Corey to his first City Commission meeting; the successful City's free recycling event on April 17,  
2021; April 17, 2021 the City joined with Miami-Dade County District 7 Commissioner Regalado  
and Liga Contra El Cancer to offer free mammograms; the City's Arbor Day event will be held at  
SW 42nd Terrace and 62nd Court on Friday, April 30, 2021 at 10:00 am, a tree and bench

70 plaque will be dedicated for late Vice Mayor Welsh followed by mulching and tree planting; the  
71 third annual Cinco De Barko is scheduled for May 8, 2021 from 10:00 am - 12 noon at the Dog  
72 Park; Murray Park is open for public swimming on Saturdays and Sundays from 12 noon to 4:00  
73 pm, swimming lessons are available Monday - Friday in the afternoon; cheerleading and  
74 football registration is now open; SW 62nd Avenue Pedestrian Bicycle and Mobility Project is  
75 ongoing and scheduled through September 2021; the Milling and Resurfacing Project of  
76 remaining ten roadways within the City's boundaries will start April 26, 2021; Larkin Hospital,  
77 partnering with the City, will offer COVID-19 vaccinations on April 24, 2021 and Sunday April 25,  
78 2021 at the community center; 25 residents had insulation installed for no charge though a  
79 grant to the City from PACE; Marshall Williamson Scholarship application is now available on  
80 the City's website; via CARES Act, the City will offer grants up to \$10,000 for businesses that  
81 were shut done from March 2020 - June 2020; the City has been awarded the CAFR award for  
82 the 2019 fiscal year.

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J) CITY ATTORNEY'S REPORT

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86 Mr. Pepe reported on the City of Weston lawsuit. The City Commission gave him  
87 authority to spend up to \$10,000 to join the City of Weston lawsuit. The lawsuit challenged  
88 Section 790.33 of Florida Statutes which preempted firearms regulations and had substantial  
89 penalties for local government that violated the preemption law. He will bring a resolution to  
90 the City Commission to join the other plaintiffs in the Weston case in petitioning the Florida  
91 Supreme Court to reverse the decision of the 1st DCA and uphold the trial court's final summary  
92 judgement for an amount not to exceed \$900.00.

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K) PUBLIC REMARKS

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96 The following spoke during public remarks: Bradley Cassel, Mari Chael, John Edward  
97 Smith, Anna Price and Eddie Suarez.

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L) BOARDS AND COMMITTEES, APPOINTMENTS, ETC.

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M) COMMISSION REPORTS, DISCUSSION & REMARKS

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103 Commissioner Liebman spoke on the following: thanked all the speakers, spoke about  
104 the Parks & Recreation fees, parking fees, and the Special Election.

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106 Commissioner Harris congratulated and welcomed Commissioner Corey to  
107 the Commission.

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109 Commissioner Gil spoke about safer pedestrian crossing and welcomed Commissioner  
110 Corey.

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112 Commissioner Corey appreciates and thanked everyone for all the congratulations.  
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114 Mayor Philips spoke in favor of the Juneteenth holiday.  
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116 Commissioner Liebman pulled item #2 from the Consent agenda.  
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118 N) CONSENT AGENDA

120 1.) A Resolution of the Mayor and Commission supporting the National Alliance  
for Mental Illness (NAMI) and encouraging others to register for a NAMI Walk.  
3/5 (Commissioner Gil)

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122 Moved by Commissioner Harris, seconded by Commissioner Gil, the motion to approve  
123 Resolution No. 042-21-15662 of the Mayor and Commission supporting the National Alliance  
124 for Mental Illness (NAMI) and encouraging others to register for a NAMI Walk passed by a 5 - 0  
125 vote:  
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Yea: Mayor Philips  
Commissioner Harris  
Commissioner Liebman  
Commissioner Gil  
Commissioner Corey

Nay: None

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128 O) RESOLUTION(S)

129 2.) A Resolution of the Mayor and City Commission of the City of South Miami  
recognizing Juneteenth as a City Holiday. 3/5 (Mayor Philips)

131  
132 Commissioner Liebman pulled this item to discuss the cost to the City for this item.  
133

134 After the discussion, it was moved by Commissioner Gil and seconded by Commissioner  
135 Liebman to defer this item. The motion passed by a 3-2 vote:  
136

Yea: Commissioner Harris  
Commissioner Liebman  
Commissioner Gil

Nay: Mayor Philips  
Commissioner Corey

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3.) A Resolution authorizing the City Manager to permit Team FootWorks Educational and Fitness Corporation to hold its Twilight 5K Run/Walk event and to waive certain special event fees. 3/5 (Mayor Philips)

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Commissioner Liebman left the room for the discussion of this item.

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Moved by Commissioner Harris, seconded by Commissioner Corey, the motion to approve Resolution No. 043-21-15663 authorizing the City Manager to permit Team FootWorks Educational and Fitness Corporation to hold its Twilight 5K Run/Walk event and to waive certain special event fees passed by a 4 - 0 vote:

Yea: Mayor Philips  
Commissioner Harris  
Commissioner Gil  
Commissioner Corey

Nay: None

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4.) A Resolution authorizing the City Manager to permit Rotary Foundation of South Miami, Inc. to host its 36th annual South Miami Rotary Art Festival on February 26th and 27th, 2022; to waive certain Special Event fees and notification/petition requirements; and, to reserve future event dates. 3/5 (City Manager-Parks & Recreation Dept.)

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Moved by Commissioner Harris, seconded by Commissioner Corey, the motion to approve Resolution No. 044-21-15664 authorizing the City Manager to permit Rotary Foundation of South Miami, Inc. to host its 36th annual South Miami Rotary Art Festival on February 26th and 27th, 2022; to waive certain Special Event fees and notification/petition requirements; and, to reserve future event dates passed by a 5 - 0 vote:

Yea: Mayor Philips  
Commissioner Harris  
Commissioner Liebman  
Commissioner Gil  
Commissioner Corey

Nay: None

159

5.) [A Resolution authorizing the City Manager to permit Urban Oasis Project, Inc. to continue hosting a Farmers' Market at City Hall for one \(1\) year, beginning April 24, 2021 through April 23, 2022 and to waive all special events fees. 3/5 \(City Manager-Parks & Recreation Dept.\)](#)

160

161 It was moved by Commissioner Liebman and seconded by Commissioner Corey to add a  
162 fee of \$160.00 per week. The motion passed by a 3-2 vote (Yea- Commissioner Liebman,  
163 Commissioner Corey and Mayor Philips; Nay-Commissioner Harris and Commissioner Gil).

164

165 Moved by Commissioner Harris, seconded by Commissioner Gil, the motion to approve  
166 as amended Resolution No. 045-21-15665 authorizing the City Manager to permit Urban Oasis  
167 Project, Inc. to continue hosting a Farmers' Market at City Hall for one (1) year, beginning April  
168 24, 2021 through April 23, 2022 and to ~~waive all~~ waive some special events fees passed by a 4 - 1  
169 vote:

170

Yea: Mayor Philips  
Commissioner Liebman  
Commissioner Gil  
Commissioner Corey  
Nay: Commissioner Harris

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172

6.) [A Resolution relating to the 2021 annual Fourth of July celebration event. 3/5 \(City Manager-Parks & Recreation Dept.\)](#)

174

175 It was moved by Commissioner Harris and seconded by Commissioner Liebman to add  
176 the word cancel to Section 2. The motion passed unanimously.

177

178 Moved by Commissioner Corey, seconded by Commissioner Harris, the motion to  
179 approve as amended Resolution No. 046-21-15666 relating to the 2021 annual Fourth of July  
180 celebration event passed by a 5 - 0 vote:

181

Yea: Mayor Philips  
Commissioner Harris  
Commissioner Liebman  
Commissioner Gil  
Commissioner Corey  
Nay: None

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183

B) ADD-ON ITEM(S)

185

Ba.) A Resolution authorizing the City Manager to purchase goods and services from South Florida Air Conditioning & Refrigeration for the supply, delivery, and installation of a new Trane 7.5-ton Air Conditioning unit for City Hall including the City Manger's area. 3/5 (City Manager-Public Works Dept.)

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Moved by Commissioner Liebman, seconded by Commissioner Harris, the motion to approve Resolution No. 047-21-15667 authorizing the City Manager to purchase goods and services from South Florida Air Conditioning & Refrigeration for the supply, delivery, and installation of a new Trane 7.5-ton Air Conditioning unit for City Hall including the City Manger's area passed by a 5 - 0 vote:

Yea: Mayor Philips  
Commissioner Harris  
Commissioner Liebman  
Commissioner Gil  
Commissioner Corey

Nay: None

194

Bb.) A Resolution relating to the appointment of a person to serve on the Planning Board due to the election of Planning Board member Mr. Brian Corey to the City Commission as a Commissioner on April 20, 2021. 3/5 (City Commission)

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It was moved by Commissioner Corey and seconded by Commissioner Liebman to appoint John Miller to the Planning Board. The motion passed unanimously.

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Moved by Commissioner Liebman, seconded by Commissioner Harris, the motion to approve as amended Resolution No. 048-21-15668 relating to the appointment of a person (John Miller) to serve on the Planning Board due to the election of Planning Board member Mr. Brian Corey to the City Commission as a Commissioner on April 20, 2021 passed by a 5 - 0 vote:

Yea: Mayor Philips  
Commissioner Harris  
Commissioner Liebman  
Commissioner Gil  
Commissioner Corey

Nay: None

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- P) RESOLUTION(S) PUBLIC HEARING(S)
- Q) ORDINANCE(S) SECOND READING(S) PUBLIC HEARING(S)
- R) ORDINANCE(S) FIRST READING(S)

7.) An Ordinance amending the South Miami Code of Ordinances by Revising Section 2-4.8, "Submission of accounts payable and accounts receivable statement by city manager to city commission." 3/5 (City Manager-Finance Dept.)

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Moved by Commissioner Liebman, seconded by Commissioner Gil, the motion to approve on first reading An Ordinance amending the South Miami Code of Ordinances by Revising Section 2-4.8, "Submission of accounts payable and accounts receivable statement by city manager to city commission." passed by a 5 - 0 vote:

Yea: Mayor Philips  
 Commissioner Harris  
 Commissioner Liebman  
 Commissioner Gil  
 Commissioner Corey

Nay: None

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S) ADJOURNMENT

There being no further business to come before this Body, the meeting was adjourned at 8:52 p.m.

Attest:

Approved:

\_\_\_\_\_  
 Nkenga A. Payne  
 City Clerk

\_\_\_\_\_  
 Sally B. Philips  
 Mayor

225

## City Commission Agenda Item Report

Meeting Date: May 4, 2021

Submitted by: Samantha Fraga-Lopez

Submitting Department: City Manager

Item Type: Resolution

Agenda Section:

---

### **Subject:**

A Resolution of the Mayor and City Commission of the City of South Miami recognizing Juneteenth as a City Holiday. 3/5 (Mayor Philips) (deferred on April 22, 2021)

### **Suggested Action:**

### **Attachments:**

[Juneteenth\\_Reso \(1\).docx](#)

1 RESOLUTION NO. \_\_\_\_\_

2 A Resolution of the Mayor and City Commission of the City of South Miami recognizing  
3 Juneteenth as a City Holiday.

4  
5 WHEREAS, the City Commission of the City of South Miami is desirous of updating and  
6 codifying Juneteenth as a City holiday; and

7 WHEREAS, approximately eleven and one-half million African Americans survived the  
8 voyage to the New World (the "middle passage"), only to be subjected to chattel slavery for  
9 more than 200 years after their arrival in the United States; and

10 WHEREAS, President Abraham Lincoln first issued the Emancipation Proclamation  
11 effective January 1, 1863, freeing enslaved citizens from legalized slavery in the United States;  
12 and

13 WHEREAS, Juneteenth commemorates the day freedom was proclaimed to all enslaved  
14 citizens in the south by Union General Granger, on June 19, 1865, in Galveston, Texas, more  
15 than two and a half years after the signing of the Emancipation Proclamation by President  
16 Abraham Lincoln; and

17 WHEREAS, in June of 2018, for the first time in over 130 years of the annual celebration,  
18 Juneteenth was "officially recognized" as "Juneteenth Independence Day" in America by the  
19 President and Congress of the United States; and

20 WHEREAS, Americans of all colors, creeds, cultures, religions, and countries-of-origin,  
21 share in a common love and respect for "freedom," as well as a determination to protect their  
22 right to freedom through democratic institutions, by which the "tenets-of-freedom" are  
23 guaranteed and protected. The Juneteenth Independence Day, along with the 4<sup>th</sup> of July  
24 Independence Day completes the America's Independence Day observances. The often  
25 repeated proverb "Until All Are Free, None are Free" is appropriate to highlight the significance  
26 of the end of the era of slavery in the United States and the celebration of freedom for all; and

27 WHEREAS, the City Commission is desirous of updating the City Policy regarding City  
28 Holidays to include Juneteenth Independence Day as a day of celebration in the City and a paid  
29 City holiday; and

30 NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE  
31 CITY OF SOUTH MIAMI, FLORIDA THAT:

32 Section 1. The foregoing recitals are hereby ratified and confirmed as being true and they  
33 are incorporated into this resolution by reference as if set forth in full herein.  
34

1           Section 2. The City Policy regarding City Holidays is updated to include Juneteenth  
2 Independence Day as a day of celebration in the City and a paid City holiday.

3  
4           Section 3. Corrections. Conforming language or technical scrivener-type corrections  
5 may be made by the City Attorney for any conforming amendments to be incorporated into the  
6 final resolution for signature.

7           Section 4. Severability. If any section clause, sentence, or phrase of this resolution is for  
8 any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall  
9 not affect the validity of the remaining portions of this resolution.

10          Section 5. Effective Date. This resolution shall become effective immediately upon  
11 adoption.

12

13           PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

14

15           ATTEST:

APPROVED:

16

17           \_\_\_\_\_

\_\_\_\_\_

18           CITY CLERK

MAYOR

19

20           READ AND APPROVED AS TO FORM, COMMISSION VOTE:

21           LANGUAGE, LEGALITY AND

Mayor Philips:

22           EXECUTION THEREOF

Commissioner Corey:

23

Commissioner Harris:

24

Commissioner Liebman:

25

Commissioner Gil:

26           \_\_\_\_\_

CITY ATTORNEY

## City Commission Agenda Item Report

Meeting Date: May 4, 2021

Submitted by: Samantha Fraga-Lopez

Submitting Department: City Manager

Item Type: Resolution

Agenda Section:

---

### **Subject:**

A Resolution of the Mayor and City Commission of the City of South Miami recognizing Juneteenth. 3/5 (Mayor Philips)

### **Suggested Action:**

### **Attachments:**

[Juneteenth\\_Reso \(may\) \(1\) rev\\_.docx](#)

1 RESOLUTION NO. \_\_\_\_\_

2 A Resolution of the Mayor and City Commission of the City of South Miami recognizing  
3 Juneteenth.

4  
5 WHEREAS, approximately eleven and one-half million African Americans survived the  
6 voyage to the New World (the “middle passage”), only to be subjected to chattel slavery for  
7 more than 200 years after their arrival in the United States; and

8 WHEREAS, President Abraham Lincoln first issued the Emancipation Proclamation  
9 effective January 1, 1863, freeing enslaved citizens from legalized slavery in the United States;  
10 and

11 WHEREAS, Juneteenth commemorates the day freedom was proclaimed to all enslaved  
12 citizens in the south by Union General Granger, on June 19, 1865, in Galveston, Texas, more  
13 than two and a half years after the signing of the Emancipation Proclamation by President  
14 Abraham Lincoln; and

15 WHEREAS, in June of 2018, for the first time in over 130 years of the annual celebration,  
16 Juneteenth was “officially recognized” as “Juneteenth Independence Day” in America by the  
17 President and Congress of the United States; and

18 WHEREAS, The City encourages students to get involved, to write essays or to make  
19 posters, and

20 WHEREAS, A common theme is dressing in red, white, and blue to highlight the  
21 “Independence Day” vibe of the Juneteenth; and

22 WHEREAS, Americans of all colors, creeds, cultures, religions, and countries-of-origin,  
23 share in a common love and respect for “freedom,” as well as a determination to protect their  
24 right to freedom through democratic institutions, by which the “tenets-of-freedom” are  
25 guaranteed and protected. The Juneteenth Independence Day, along with the 4<sup>th</sup> of July  
26 Independence Day completes the America’s Independence Day observances. The often-  
27 repeated proverb “Until All Are Free, none are Free” is appropriate to highlight the significance  
28 of the end of the era of slavery in the United States and the celebration of freedom for all; and

29 WHEREAS, the City Commission is desiring the City to include Juneteenth Independence  
30 Day as a day of celebration in the City,  
31

32 NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE  
33 CITY OF SOUTH MIAMI, FLORIDA THAT:



## City Commission Agenda Item Report

Meeting Date: May 4, 2021

Submitted by: Thomas Pepe

Submitting Department: City Attorney

Item Type: Resolution

Agenda Section:

---

### **Subject:**

A Resolution of the Mayor and City Commission of the City of South Miami, Florida, to seek review by the Florida Supreme Court of the appellate decision in the case of City of Weston, et al., v The Honorable Ron DeSantis and concerning the enforceability of Section 790.33, Florida Statutes. 3/5 (City Attorney)

### **Suggested Action:**

### **Attachments:**

[Reso\\_auth\\_Weiss\\_Serota\\_to\\_Represent\\_CSM\\_in\\_Weston\\_Case\\_\\_2\\_.doc](#)



1 (such as holsters, high capacity magazines, or bump stocks), the creation of "gun free zones" or  
2 "gun safe zones," or other measures related to guns, but have refrained from doing so because  
3 they could possibly be viewed as falling under the preemption and be subjected to the Onerous  
4 Preemption Penalties; and  
5

6 WHEREAS, the Onerous Preemption Penalties strike at the core of the American system  
7 of democratic representation: they suppress, in an insidious, Orwellian fashion, the voice of the  
8 local electorate through intimidation of local elected officials; and  
9

10 WHEREAS, the Onerous Preemption Penalties infringe on the free speech rights of the  
11 City Commission and its members, and interfere with their ability to perform their official  
12 duties; and  
13

14 WHEREAS, the Onerous Preemption Penalties infringe upon the legislative immunity the  
15 members of the City Commission enjoy under law when casting votes in their official capacities;  
16 and  
17

18 WHEREAS, the portion of the Onerous Preemption Penalties related to the removal  
19 from office by the Governor conflicts with Article 4, Section 7 of the Florida Constitution, by  
20 allowing the Governor to remove a municipal official who has not been indicted for any crime,  
21 and violates due process; and  
22

23 WHEREAS, on February 26, 2018, the City of Weston passed Resolution 2018-30,  
24 authorizing and directing its City Attorney (Weiss Serota Helfman Cole & Biennan) to file a  
25 lawsuit seeking a declaration that the provisions punishing elected officials set forth in Section  
26 790.33, Florida Statutes, for violating the preemption related to the regulation of firearms and  
27 ammunition are invalid ("Lawsuit"), and invited other local governments to join the Lawsuit;  
28 and  
29

30 WHEREAS, the City of South Miami voted in favor of joining the Lawsuit; and  
31

32 WHEREAS, the City Commission believes it is in the best interest of the citizens and  
33 residents of the City to file a lawsuit seeking a declaration that the Onerous Preemption  
34 Penalties are invalid and urging other local governments to join the lawsuit as plaintiffs with the  
35 City; and  
36

37 WHEREAS, on April 2, 2018, the City of Weston, along with various other municipalities,  
38 including the City of South Miami, filed a complaint in the Leon County 2nd District Circuit  
39 Court, Case No. 2018 CA 0699 ("Weston case"). The goal of the lawsuit was to eliminate three  
40 specific penalties: (1) removal of local officials from office by the Governor, (2) fines against  
41 local officials of up to \$5,000, and (3) lawsuits against local entities for damages of up to  
42 \$100,000 and attorney's fees; and  
43

1           WHEREAS, on July 26, 2019, a final judgment was issued by Leon County Circuit Court  
2 Judge Dodson that ruled in favor of the local governments and local officials and invalidated all  
3 three penalties; and

4  
5           WHEREAS, on August 1, 2019, the Defendants filed a Notice of Appeal in the 1st District  
6 Court of Appeal, Case No. 1D19-2819. The State defendants only appealed as to the last two, so  
7 the invalidation of the provision allowing removal of local officials by the Governor remains in  
8 place.

9  
10           WHEREAS, on Friday, April 9, 2021, the Florida First District Court of Appeal (1<sup>st</sup> DCA)  
11 reversed Judge Dodson’s well-reasoned opinion that had invalidated all the onerous penalties  
12 that the State Legislature had enacted for local officials and local governments that violate the  
13 State’s preemption of local regulation of firearms; and

14  
15           WHEREAS, the 1<sup>st</sup> DCA’s decision disagreed with the cities’ argument regarding  
16 legislative immunity and governmental function immunity. Both of these immunities are pillars  
17 of democracy at the local level. And this issue is not only about firearms - if the decision of the  
18 1st DCA stands, it would set a precedent allowing the State Legislature to enact legislation  
19 providing similar \$5,000 (or even greater) fines against local officials and for lawsuits against  
20 local governments (potentially not limited to \$100,000) for violation of ANY preemption that  
21 currently exists or may in the future be enacted; and

22  
23           WHEREAS, the primary attorneys working on the case have analyzed the opinion and  
24 agreed that the next potential step in the lawsuit is seeking a review by the Florida Supreme  
25 Court. Unlike other appellate courts, the Florida Supreme Court does not have to hear the  
26 appeal - we will need to file a request to appeal. There are two potential grounds: (1) a  
27 certification by the 1st DCA of great public importance, or (2) the showing of a conflict with  
28 decisions of other District Courts of Appeal or of the Florida Supreme Court. We plan to submit  
29 a request to the 1st DCA to certify the issues as of great public importance, which needs to be  
30 filed on or before April 26. The petition to the Supreme Court would be due within 30 days  
31 after that motion is ruled upon by the 1st DCA; and

32  
33           WHEREAS, at the time that the South Miami first joined the lawsuit, it authorized an  
34 expenditure of up to \$10,000. Because a large number of municipalities joined, the attorneys  
35 refunded \$900 to each municipality. Therefore, South Miami has spent \$9,100 of the original  
36 \$10,000 authorization on the lawsuit. In order to offset some of the cost of the appeal to the  
37 Florida Supreme Court, the attorneys have requested that each participating municipality pay  
38 the additional \$900 that had previously been refunded.

39  
40           NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE  
41 CITY OF SOUTH MIAMI, FLORIDA:

42  
43           Section 1. The foregoing recitals are hereby ratified and confirmed as being true and  
44 they are incorporated into this resolution by reference as if set forth in full herein.

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Section 2. The City Attorney is authorized, on behalf of the City of South Miami, to join the other plaintiffs in the Weston case in petitioning the Florida Supreme Court to reverse the decision of the 1st DCA and uphold the trial court's final summary judgment for an amount not to exceed \$900.

Section 3. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 4. Severability. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding will not affect the validity of the remaining portions of this resolution.

Section 5. Effective Date. This resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

APPROVED:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

READ AND APPROVED AS TO FORM,  
LANGUAGE, LEGALITY, AND  
EXECUTION THEREOF

COMMISSION VOTE:  
Mayor Philips:  
Commissioner Gil:  
Commissioner Corey:  
Commissioner Harris:  
Commissioner Liebman:

\_\_\_\_\_  
CITY ATTORNEY

## City Commission Agenda Item Report

Meeting Date: May 4, 2021

Submitted by: Thomas Pepe

Submitting Department: City Attorney

Item Type: Resolution

Agenda Section:

---

### **Subject:**

A Resolution of the Mayor and City Commissioners of the City of South Miami ("City") authorizing the City to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan. 3/5 (Mayor Philips)

### **Suggested Action:**

### **Attachments:**

[Reso\\_re\\_Opioid\\_Litigation.doc](#)



1           **Section 3.** The Mayor and City Commissioners of the City of South Miami hereby  
2 expresses the City of South Miami’s support of a unified plan for the allocation and use of opioid  
3 settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit “A.”  
4

5           **Section 4.** The City Manager is hereby expressly authorized to execute the Florida Plan  
6 in substantially the form contained in Exhibit “A.”  
7

8           **Section 5.** The City Manager is hereby authorized to execute any formal agreements  
9 implementing a unified plan for the allocation and use of opioid settlement proceeds that is not  
10 substantially inconsistent with the Florida Plan and this Resolution.  
11

12           **Section 6. Instructions to the City Clerk.** The City Clerk is instructed to record this  
13 Resolution in the appropriate record book upon its adoption and is hereby further directed to  
14 furnish a certified copy of this Resolution to the following entities:  
15

16           Florida League of Cities and Florida Association of Counties  
17           FL Attorney General: Ashley Moody  
18                                   c/o John M. Guard  
19                                   The Capitol,  
20                                   PL-01  
21                                   Tallahassee, FL 32399-1050  
22

23           **Section 7. Corrections.** Conforming language or technical scrivener-type corrections  
24 may be made by the City Attorney for any conforming amendments to be incorporated into the  
25 final resolution for signature.  
26

27           **Section 8. Severability.** If any section clause, sentence, or phrase of this resolution is for  
28 any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding will  
29 not affect the validity of the remaining portions of this resolution.  
30

31           **Section 9. Effective Date.** This resolution will become effective immediately upon  
32 adoption.  
33

34           PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

35  
36           ATTEST:

36           APPROVED:

37  
38           \_\_\_\_\_  
39           CITY CLERK

37  
38           \_\_\_\_\_  
39           MAYOR

40  
41           READ AND APPROVED AS TO FORM,  
42           LANGUAGE, LEGALITY, AND  
43           EXECUTION THEREOF

41           COMMISSION VOTE:  
42           Mayor Philips:  
43           Commissioner Gil:  
44           Commissioner Harris:  
45           Commissioner Liebman:  
46           Commissioner Corey:

1 CITY ATTORNEY

## City Commission Agenda Item Report

Meeting Date: May 4, 2021

Submitted by: Samantha Fraga-Lopez

Submitting Department: City Manager

Item Type: Resolution

Agenda Section:

---

### **Subject:**

A Resolution of the Mayor and City Commission regarding the design of the Pedestrian Bridge Overpass at US-1 and SW 71st Street. 3/5

### **Suggested Action:**

### **Attachments:**

[Memo\\_Pedestrian\\_Bridge\\_Alternatives.docx](#)

[Reso\\_Pedestrian\\_Bridge\\_Alternatives.docx](#)

[CITY OF SOUTH MIAMI PEDESTRIAN BRIDGE\\_OPTION 1.pdf](#)

[CITY OF SOUTH MIAMI PEDESTRIAN BRIDGE\\_OPTION 2.pdf](#)



CITY OF SOUTH MIAMI  
OFFICE OF THE CITY MANAGER  
INTER-OFFICE MEMORANDUM

---

To: The Honorable Mayor & Members of the City Commission  
FROM: Shari Kamali, City Manager  
DATE: May 4, 2021

---

SUBJECT: A Resolution of the Mayor and City Commission regarding the design of the Pedestrian Bridge Overpass at US-1 and SW 71<sup>st</sup> Street.

BACKGROUND: During the Commission Meeting of February 2, 2021, the Commission passed a resolution authorizing the City Manager to enter into a contract for design services with A&P Consulting Transportation (APCTE) for the Pedestrian Bridge Overpass at US-1 and SW 71<sup>st</sup> Street.

During the Commission Meeting on April 20, 2021, APCTE, along with the Architect, V3 Architectural Group, presented two bridge design renderings. In order to move forward with the project, the City Manager would like to have input from Mayor and Commission regarding option 1 or option 2.

ATTACHMENTS: Resolution  
Option 1  
Option 2

1 RESOLUTION NO. \_\_\_\_\_

2 A Resolution of the Mayor and City Commission regarding the design of the Pedestrian  
3 Bridge Overpass at US-1 and SW 71<sup>st</sup> Street.

4  
5 WHEREAS, During the Commission Meeting of February 2, 2021, the Commission passed  
6 a resolution authorizing the City Manager to enter into a contract for design services with A&P  
7 Consulting Transportation (APCTE) for the Pedestrian Bridge Overpass at US-1 and SW 71<sup>st</sup>  
8 Street; and

9 WHEREAS During the Commission Meeting on April 20, 2021, APCTE, along with the  
10 Architect, V3 Architectural Group, presented two bridge design renderings; and

11 WHEREAS, In order to move forward with the project, the City Manager would like to  
12 have input from Mayor and Commission regarding option 1 or option 2; and

13 NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE  
14 CITY OF SOUTH MIAMI, FLORIDA THAT:

15 Section 1. The foregoing recitals are hereby ratified and confirmed as being true and they  
16 are incorporated into this resolution by reference as if set forth in full herein.

17  
18 Section 2. The Mayor and Commission select Option \_\_\_\_ of the design rendering for the  
19 pedestrian bridge.

20  
21 Section 3. Corrections. Conforming language or technical scrivener-type corrections  
22 may be made by the City Attorney for any conforming amendments to be incorporated into the  
23 final resolution for signature.

24 Section 4. Severability. If any section clause, sentence, or phrase of this resolution is for  
25 any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall  
26 not affect the validity of the remaining portions of this resolution.

27 Section 5. Effective Date. This resolution shall become effective immediately upon  
28 adoption.

29  
30 PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

31  
32 ATTEST:

APPROVED:

33  
34 \_\_\_\_\_  
35 CITY CLERK

\_\_\_\_\_  
MAYOR

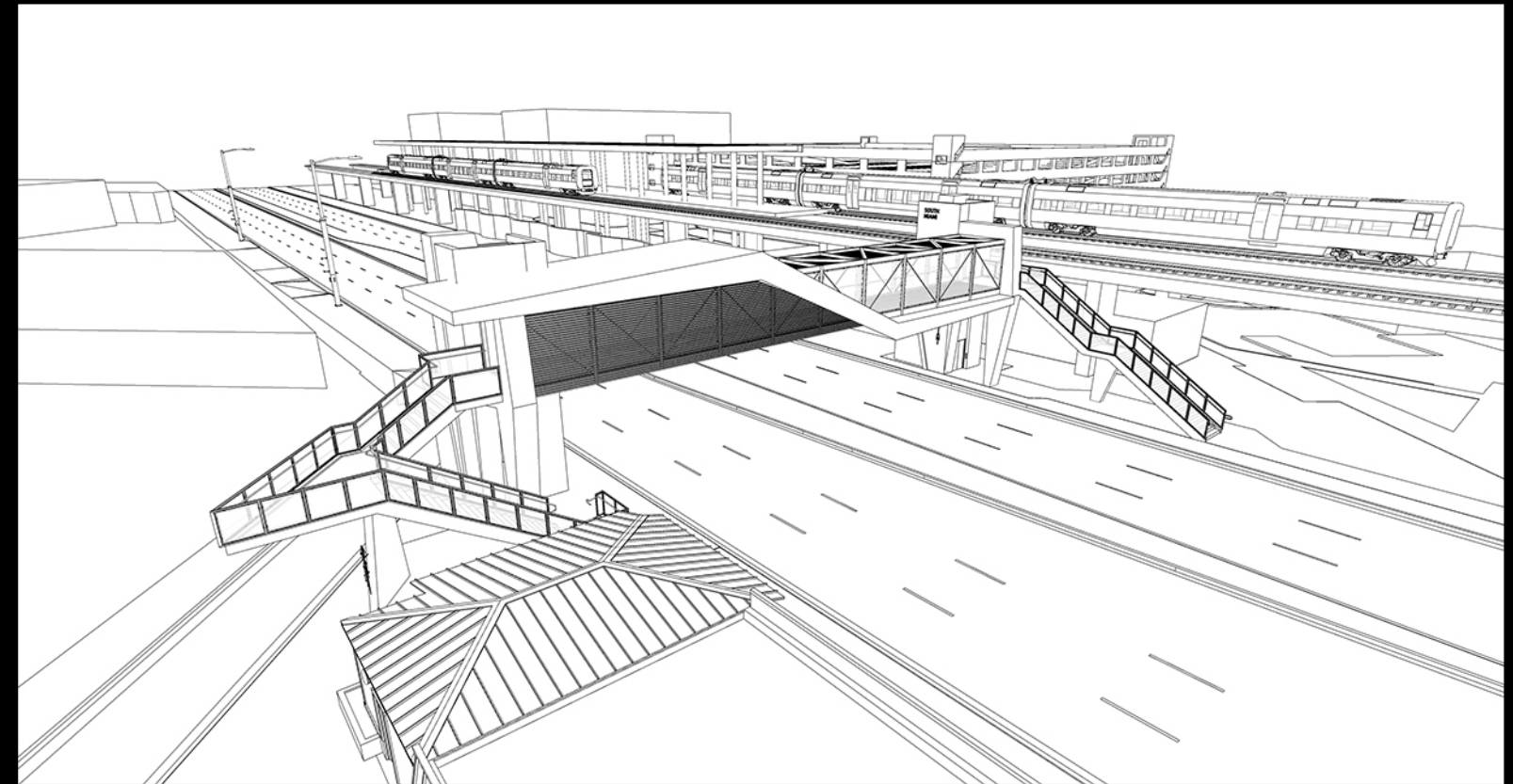
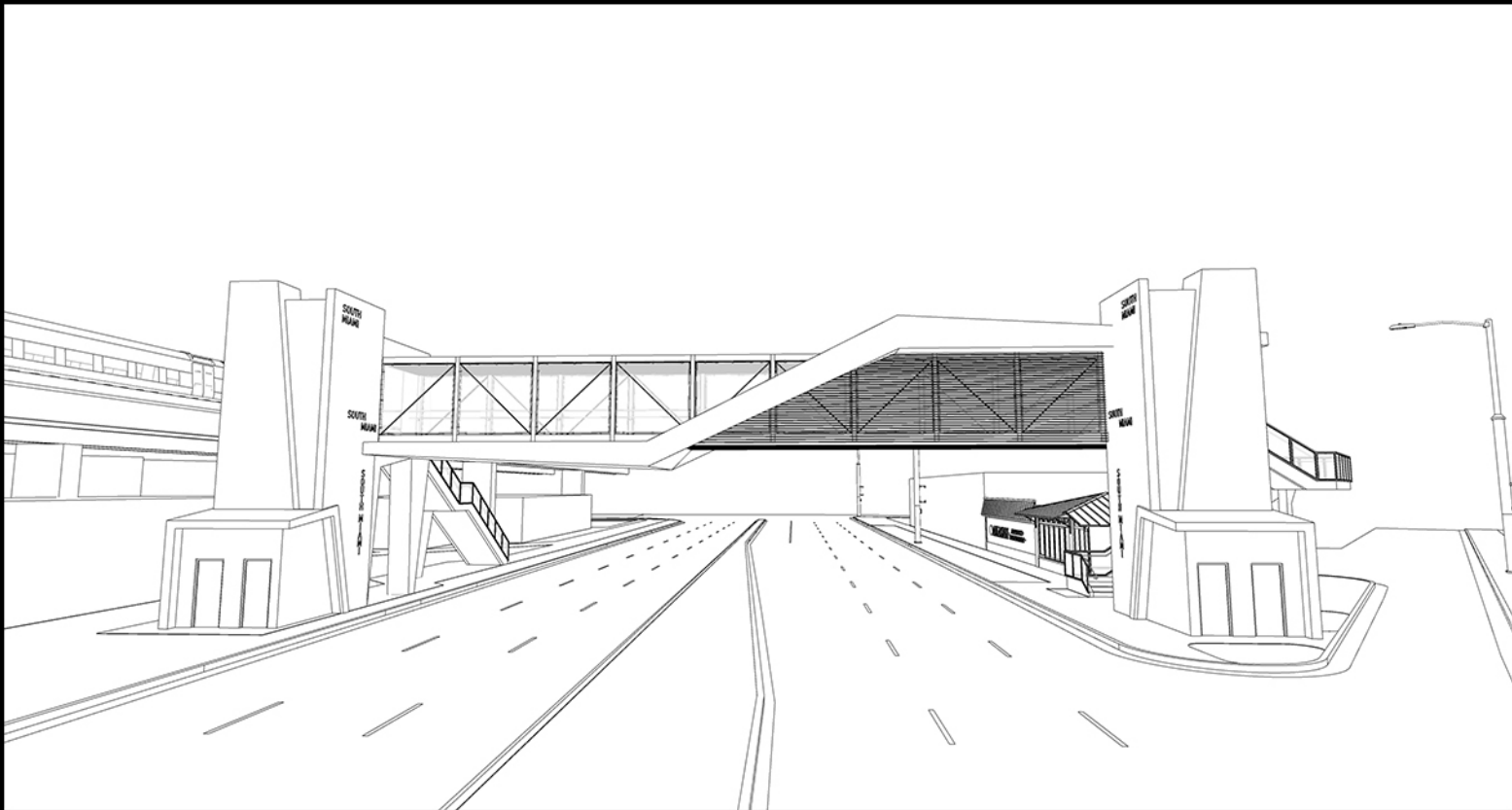
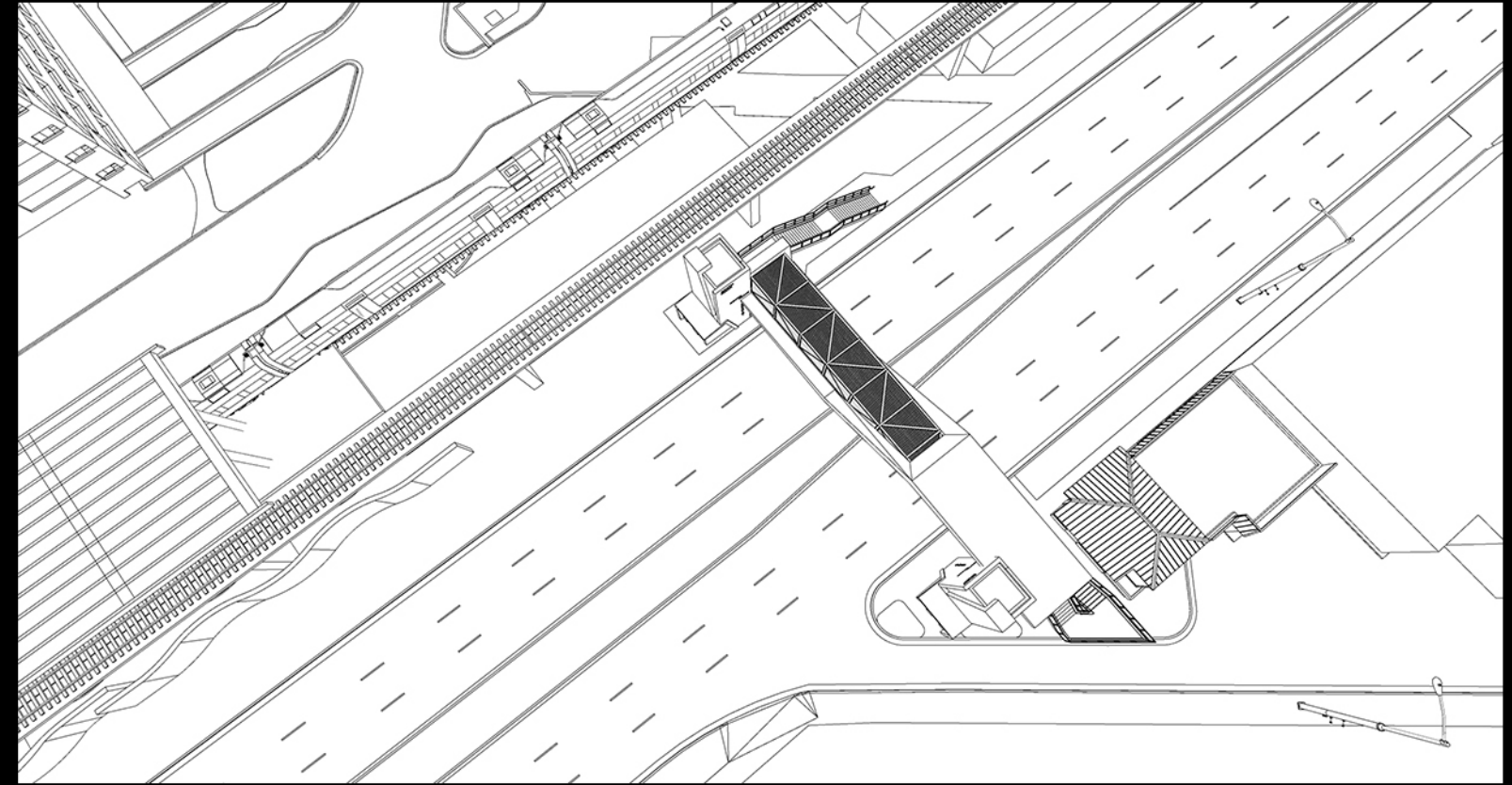
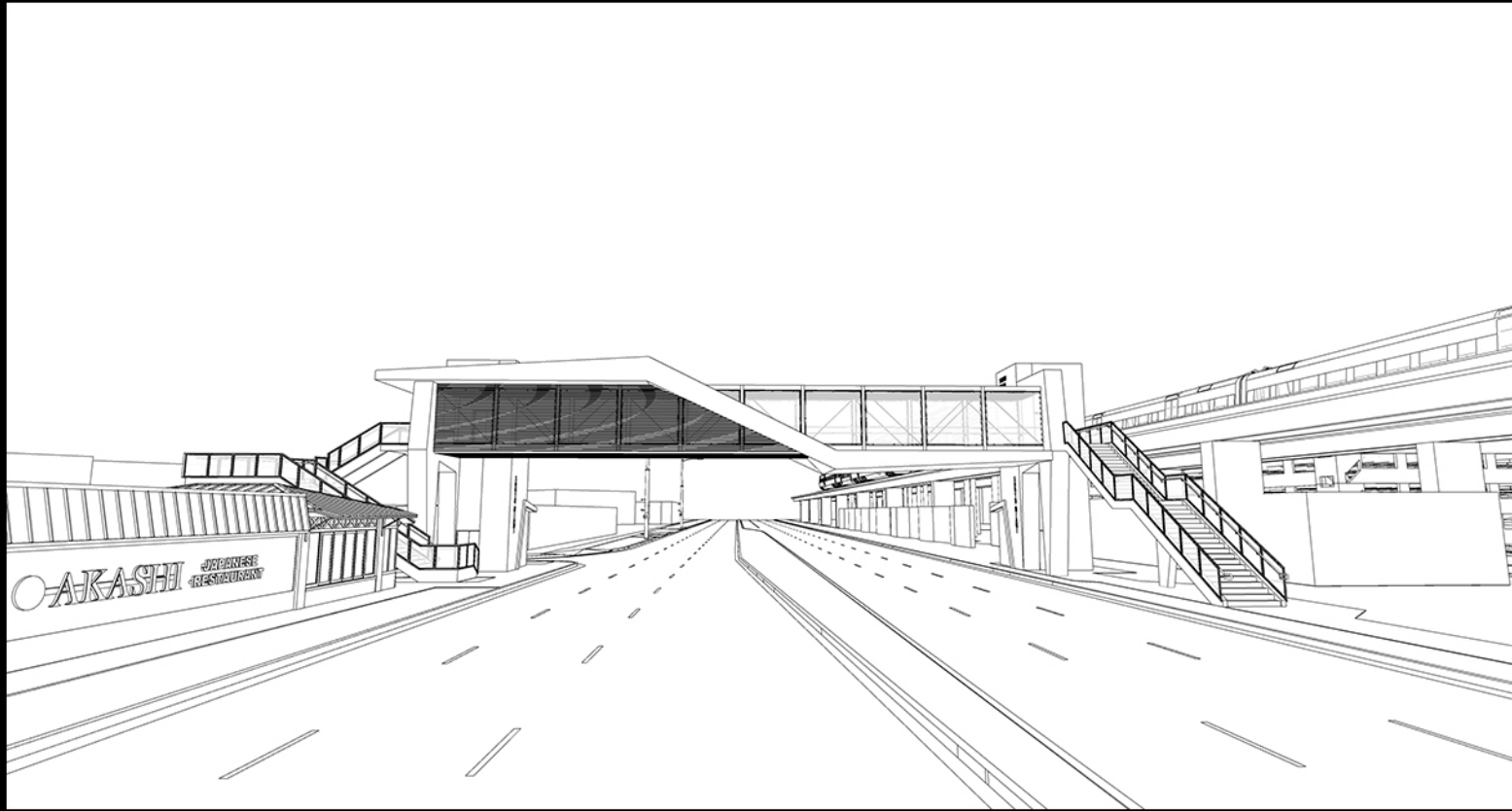
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READ AND APPROVED AS TO FORM, COMMISSION VOTE:  
LANGUAGE, LEGALITY AND  
EXECUTION THEREOF

Mayor Philips:  
Commissioner Corey:  
Commissioner Harris:  
Commissioner Liebman:  
Commissioner Gil:

\_\_\_\_\_  
CITY ATTORNEY























CITY OF SOUTH MIAMI PEDESTRIAN BRIDGE\_OPTION 1  
CONCEPTUAL DESIGN, APRIL 9TH, 2021



GARDNER + SEHLER  
LANDSCAPE ARCHITECTURE  
WWW.GSLDESIGN.COM  
DESIGN  
17870 NW 78th AVE., SUITE 214  
MIAMI, FL 33155  
P 305.392.1014 F 305.392.1019  
CORP. ID #00007266



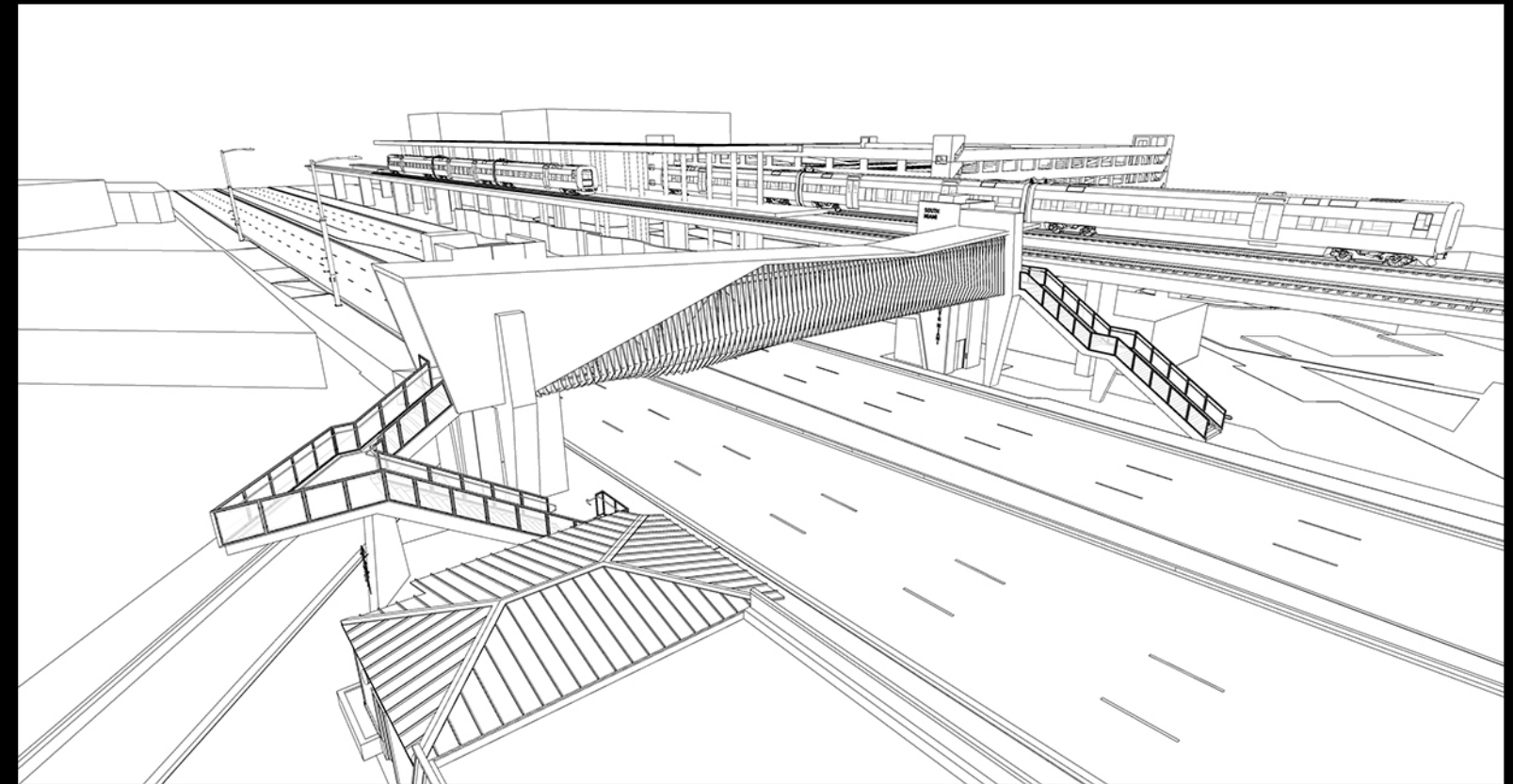
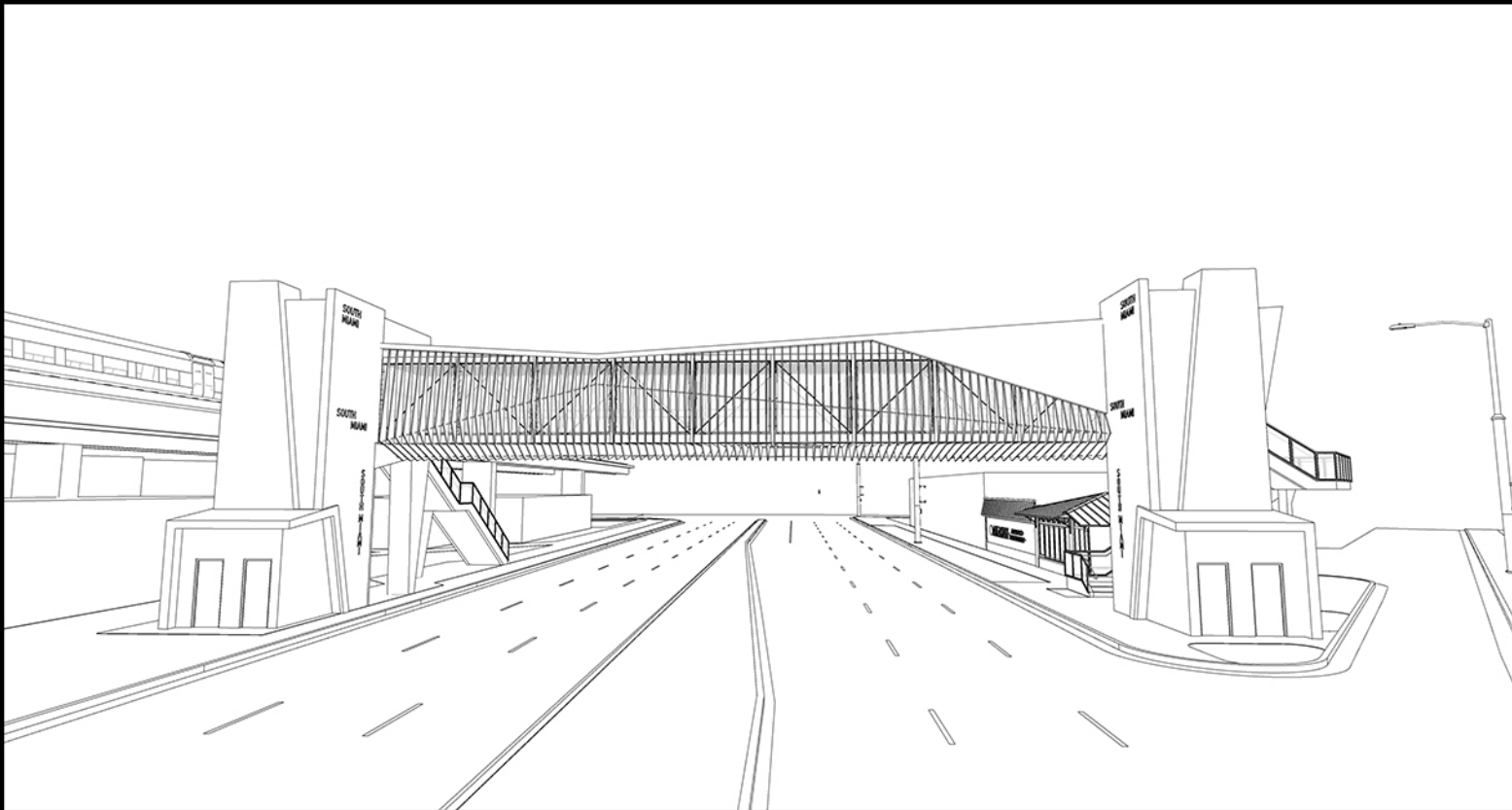
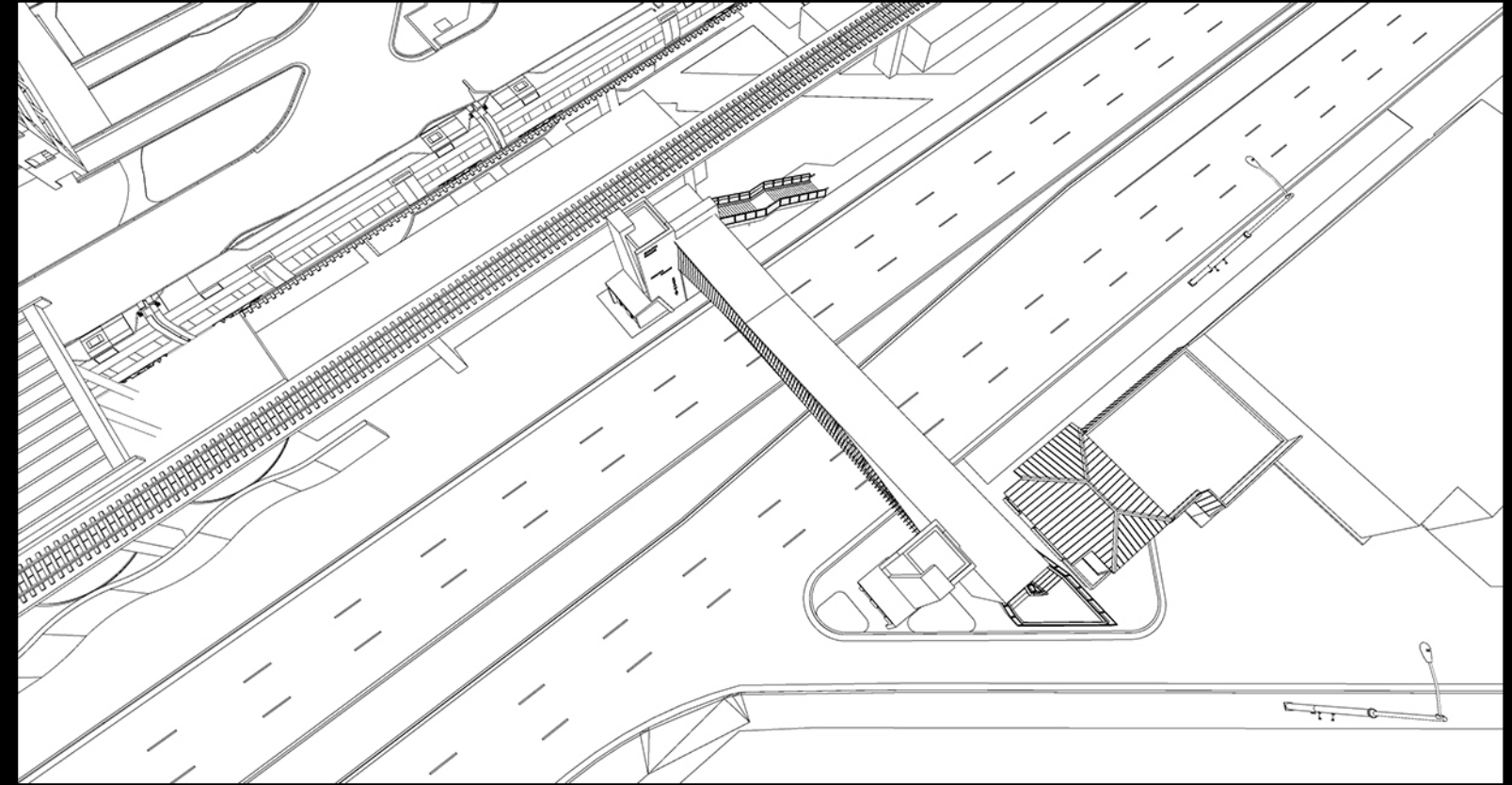
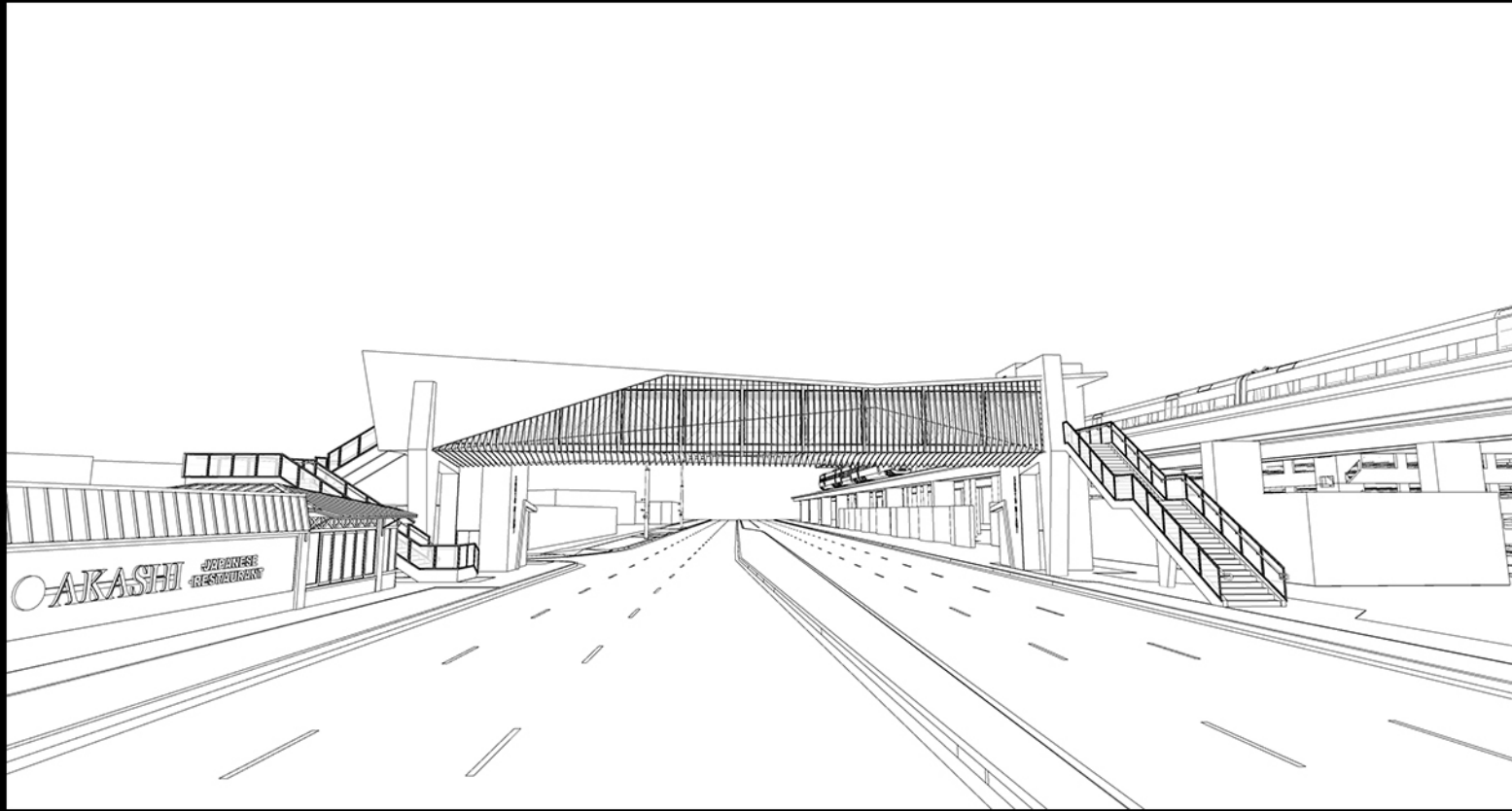
ARCHITECTURAL GROUP





























## City Commission Agenda Item Report

Meeting Date: May 4, 2021

Submitted by: Alfredo Riverol

Submitting Department: Finance Department

Item Type: Ordinance

Agenda Section:

---

### **Subject:**

An Ordinance amending the South Miami Code of Ordinances by Revising Section 2-4.8, "Submission of accounts payable and accounts receivable statement by city manager to city commission." 3/5 (City Manager-Finance Dept.)

### **Suggested Action:**

### **Attachments:**

[Memo Ordinances.docx](#)

[Ord\\_Amend\\_Sec\\_2-4.8\\_ManagerReptCC-CArev.docx](#)

[Ord. No. 18-86-1264.pdf](#)

[MDBR Ad.pdf](#)



CITY OF SOUTH MIAMI  
OFFICE OF THE CITY MANAGER  
INTER-OFFICE MEMORANDUM

---

To: The Honorable Mayor & Members of the City Commission

From: Shari Kamali, ICMA-CM, City Manager

Date: April 22, 2021

Request: An Ordinance amending the South Miami Code of Ordinances by Revising Section 2-4.8, "Submission of accounts payable and accounts receivable statement by city manager to city commission."

---

#### BACKGROUND

On October 21, 1986, the Mayor and City Commission adopted Ordinance 18-86-1264. The Ordinance requires that the city manager submit to the city commission, at the second city commission meeting of each month, an accounts payable and accounts receivable statement signed by the city manager.

It is Finance's recommendation that this outdated and uninformative accounts payable and accounts receivable statement requirement be removed and replaced with a more useful and informative report.

Finance is proposing that the accounts payable and accounts receivable statement be replaced with a monthly Budget to Actual Report, which would better serve the Commission, Management, and the Public.

#### ATTACHMENTS

- Proposed Ordinances
- Ordinance 18-86-1264



35 Section 3. Corrections. Conforming language or technical scrivener-type corrections may  
36 be made by the City Attorney for any conforming amendments to be incorporated into the final  
37 ordinance for signature.

38  
39 Section 4. Codification. The provisions of this ordinance will become and be made a part  
40 of the Code of Ordinances of the City of South Miami as amended.

41  
42 Section 5. Severability. If any section, clause, sentence, or phrase of this ordinance is for  
43 any reason held invalid or unconstitutional by a court of competent jurisdiction, this holding will  
44 not affect the validity of the remaining portions of this ordinance.

45  
46 Section 6. Ordinances in Conflict. All ordinances or parts of ordinances and all sections  
47 and parts of sections of ordinances in direct conflict herewith are hereby repealed.

48  
49 Section 7. Effective Date. This ordinance will become effective upon enactment.

50  
51 PASSED AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

52  
53 ATTEST: APPROVED:

54  
55  
56 \_\_\_\_\_

57 CITY CLERK  
58 1<sup>st</sup> Reading  
59 2<sup>nd</sup> Reading

\_\_\_\_\_

MAYOR

60  
61 READ AND APPROVED AS TO FORM:  
62 LANGUAGE, LEGALITY, AND  
63 EXECUTION THEREOF

COMMISSION VOTE:  
Mayor Philips:  
Commissioner Gil  
Commissioner Harris:  
Commissioner Liebman:

64  
65  
66 \_\_\_\_\_

CITY ATTORNEY

ORDINANCE NO. 18-86-1264

AN ORDINANCE OF THE CITY OF SOUTH MIAMI, FLORIDA,  
REQUIRING THE CITY MANAGER TO SUBMIT TO THE CITY  
COMMISSION, AT THE SECOND CITY COMMISSION MEETING  
OF EACH MONTH, AN ACCOUNTS PAYABLE AND ACCOUNTS  
RECEIVABLE STATEMENT SIGNED BY THE CITY MANAGER.

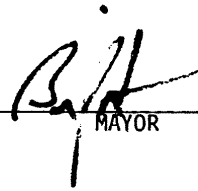
BE IT ORDAINED BY THE MAYOR AND THE CITY COMMISSION OF THE  
CITY OF SOUTH MIAMI, FLORIDA:

Section 1. That the City Manager be and is hereby required  
to submit to the City Commission, at the second City Commission meeting of each  
month, an accounts payable and accounts receivable statement signed by the City  
Manager.

PASSED AND ADOPTED this 21st day of October, 1986.

APPROVED:

ATTEST:

  
MAYOR

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Passed on 1st Reading: 10/07/86  
Passed on 2nd Reading: 10/21/86  
Public Hearing: 10/21/86

# MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and  
Legal Holidays  
Miami, Miami-Dade County, Florida

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

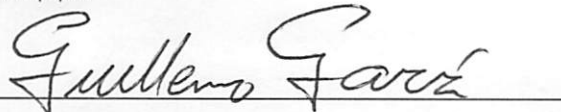
Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

CITY OF SOUTH MIAMI - PUBLIC HEARINGS - MAY 4, 2021

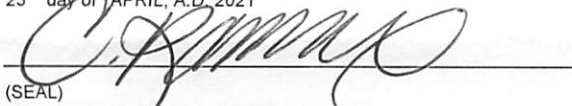
in the XXXX Court,  
was published in said newspaper in the issues of

04/23/2021

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

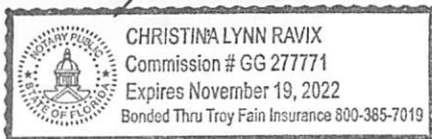


Sworn to and subscribed before me this  
23 day of APRIL, A.D. 2021



(SEAL)

GUILLERMO GARCIA personally known to me



## CITY OF SOUTH MIAMI, FLORIDA CITY COMMISSION NOTICE OF PUBLIC HEARINGS

In order to balance the need for the City of South Miami to function and conduct vital business during the COVID 19 pandemic and, at the same time, to protect the health, safety and welfare of its citizens, officers, officials and administrative staff, and pursuant City of South Miami Code, Chapter 286.011, Fla. Stat, the City's Home Rule Powers, and the Governor's and City Manager's declaration of a state of emergency due to the Coronavirus, the City will be holding its City Commission Meeting VIRTUALLY through communications media technology (CMT) until the state of emergency has ended or social distancing is no longer required by any relevant Executive Orders. Governor DeSantis's Executive Order (E.O.) Number 20-69 suspended that portion of Section 166.041(4), Fla. Stat., that required a quorum to be present to adopt resolutions and enact ordinances. The Attorney General has interpreted this to mean that a quorum must be physically present. If E.O. No. 20-69 is extended, City staff and all Commission members will participate by video conferencing through the Zoom platform and members of the public may join the meeting via Zoom at (<https://zoom.us/j/3056636338>) and participate. If E.O. No. 20-69 is not extended, a minimum of three members of the City Commissioner will be physically present in the City Commission Chambers<sup>1</sup> and they will be broadcast on the Zoom platform along with all other members of the Commission, City Staff and the public who may attend remotely from the Commission Chambers and from other locations.

The meeting is scheduled to begin on **Tuesday, May 4, 2021 at 7:00 p.m.** to consider the following public hearing item(s):

**A Resolution authorizing the City Manager to enter into a multi year agreement with H & R Paving, Inc by piggyback onto its agreement with the City of Miami.**

**An Ordinance amending the South Miami Code of Ordinances by Revising Section 2-4.8, "Submission of accounts payable and accounts receivable statement by city manager to city commission."**

# City of South Miami

If you desire to present evidence or you are unable to use Zoom, there are procedures to follow and other options available including a dedicated phone line to listen and participate in the meeting and limited public attendance, all of which is set forth in the meeting notice posted at City Hall and at <http://www.southmiamifl.gov/580/Public-Meetings-Notices>. Anyone who wishes to review pending application, supporting documentation or who desire to have documents made available for viewing by everyone during the meeting must contact the City Clerk by calling 305-663-6340.

Note that pursuant to Florida Statutes 286.0105, a person who decides to appeal any decision made by a Board, Agency or Commission with respect to any matter considered at its meeting or hearing, a record of the proceedings will be required for said appeal and such person will be required to have a verbatim transcript of the proceedings including the testimony and evidence upon which the appeal is to be based.

ADA: To request a modification to a policy, practice or procedure or to request an auxiliary aide or service in order to participate in a City program, activity or event, you must on or before 4:00 p.m. 3 business days before the meeting (not counting the day of the meeting) deliver your request to the City Clerk by telephone: 305-663-6340, by mail at 6130 Sunset Drive, South Miami, Florida or email at [npayne@southmiamifl.gov](mailto:npayne@southmiamifl.gov).

Nkenga A. Payne, CMC  
City Clerk

<sup>1</sup> The minimum standards for adopting a resolution or enacting an ordinance are set forth in 166.041(4) \*\*\* A majority of the members of the governing body shall constitute a quorum. An affirmative vote of a majority of a quorum present is necessary to enact any ordinance or adopt any resolution. \*\*\*  
4/23

21-87/0000526342M

2/2

## City Commission Agenda Item Report

Meeting Date: May 4, 2021

Submitted by: Jane Tompkins

Submitting Department: Planning & Zoning Department

Item Type: Ordinance

Agenda Section:

---

### **Subject:**

An Ordinance amending Section 20-4.4 of the City of South Miami's Land Development Code to amend the parking standards. 3/5 (City Manager-Planning & Zoning Dept.)

### **Suggested Action:**

Approval

### **Attachments:**

[Parking Standards Amendment Cover Memo.docx](#)

[ORD\\_amending\\_parking\\_requirements\\_PBvote \(7\).doc](#)

[PB-21-002 - Final PB Regular Meeting Minutes Excerpt- 01-12-2021.pdf](#)

To: Honorable Mayor and Members of the City Commission

VIA: Shari Kamali, City Manager

FROM: Tompkins, AICP, Planning Director

DATE: May 4, 2021

---

SUBJECT:

An Ordinance amending Section 20-4.4 of the City of South Miami's Land Development Code to amend the parking standards.

BACKGROUND:

The Land Development Code (LDC) requires that single-family residences provide two off-street parking spaces. The minimum size of a parking space is nine feet by eighteen feet. The spaces may either be enclosed or on a driveway. At the same time, single-family properties must also meet other development standards such as landscaping requirements, limits on impervious area, and driveway setbacks. Compliance with all of these different requirements can be extremely difficult for very small lots such as those seen in the RS-4 district.

A first reading of the ordinance was held on February 2, 2021 and the item was unanimously approved by the City Commission. As adoption of the ordinance requires five affirmative votes, a second reading could not be held due to Vice-Mayor Welsh's passing. Since so much time as now passed, the item is presented again for first reading.

REQUEST:

Amend LDC Section 20-4.4 Off-street parking requirements to reduce the required number of spaces from two to one for properties that are zoned RS-4 or RS-5 and that have a lot frontage less than fifty feet.

ANALYSIS:

The attached ordinance reduces the number of required parking spaces from two to one for properties in the RS-4 and RS-5 districts with a frontage of less than fifty feet. This change, in conjunction with reductions in the dimensional requirements that were approved in 2020, should make development of these properties more feasible. Two spaces will still be required for all other residentially zoned properties.

PLANNING BOARD RECOMMENDATION:

The Planning Board unanimously recommended approval of the proposed ordinance after a public hearing on January 12, 2021.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed ordinance.

Attachments:

- Draft Ordinance
- Except of Planning Board meeting minutes of January 12, 2021
- City Notice of Public Hearing
- Legal Ad

1 ORDINANCE NO. \_\_\_\_\_

2 An Ordinance amending Section 20-4.4 of the City of South Miami's Land  
3 Development Code to amend the parking standards.

4 WHEREAS, the City Commission adopted Ordinance 28-20-2382 which amended the  
5 setback and coverage standards for nonconforming RS-4 properties; and

6 WHEREAS, the purpose of the ordinance was to make feasible development of single-  
7 family homes on small, nonconforming lots; and

8  
9 WHEREAS, Section 20-4.4 of the Land Development Code (LDC) requires that single-  
10 family properties provide two off-street parking spaces; and

11  
12 WHEREAS, development of two parking spaces may be difficult on small,  
13 nonconforming lots; and

14  
15 WHEREAS, after a public hearing on January 12, 2021, the Planning Board voted  
16 unanimously to recommend approval of the proposed ordinance; and

17  
18 WHEREAS, the City Commission desires to make it more feasible to develop single-  
19 family homes on small, nonconforming lots.

20  
21 NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE  
22 CITY OF SOUTH MIAMI, FLORIDA:

23  
24 Section 1. The foregoing recitals are hereby ratified and incorporated by reference as if  
25 fully set forth herein and as the legislative intent of this Ordinance.

26 Section 2. Section 20-4.4 Definitions of the City's Land Development Code is hereby  
27 amended to read as follows:

28  
29 20-4.4 - Off-street parking requirements.

30 \* \* \*

31 (B) Space Requirements. The minimum number of off-street parking spaces required for each  
32 permitted or special use listed in Section 20-3.3D shall be as is as set forth in the numbered  
33 categories below, which categories are cross-referenced and referenced in Section 20-  
34 3.3D. Where fractional spaces result, the number of spaces required shall be When  
35 calculating the number of spaces required, if the result includes a fractional space, the  
36 calculation must be rounded up to the next highest whole number.

37 (1) Two (2) spaces per dwelling unit except on properties in the RS-4 and RS-5 districts  
38 with less than fifty (50) feet of frontage, where one (1) space per dwelling unit must be  
39 provided.

- 40 (2) Two (2) spaces per dwelling unit, provided that at least one (1) space per unit shall be  
41 enclosed.
- 42 (3) One and one-half (1.5) spaces per efficiency or studio unit and two (2) spaces per unit  
43 with one (1) or more bedrooms, plus an additional visitor space for every ten (10)  
44 units.
- 45 (4) One (1) space per guest room, plus two (2) spaces for the reception office.
- 46 (5) One and three-quarters (1.75) spaces per bed.
- 47 (6) One (1) space per three (3) seating spaces in the main assembly room.
- 48 (7) One (1) space per one hundred (100) square feet of gross floor area.
- 49 (8) One (1) space per one hundred fifty (150) square feet of gross floor area.
- 50 (9) One (1) space per two hundred (200) square feet of gross floor area.
- 51 (10) One (1) space per two hundred fifty (250) square feet of gross floor area.
- 52 (11) One (1) space per three hundred (300) square feet of gross floor area.
- 53 (12) One (1) space per four hundred (400) square feet of gross floor area.
- 54 (13) One (1) space per five hundred (500) square feet of gross floor area.
- 55 (14) One (1) space per one thousand (1,000) square feet of gross floor area.
- 56 (15) One (1) space per four (4) seats or seating places.
- 57 (16) Five (5) spaces per alley or five hundred (500) square feet of rink area.
- 58

59 Section 3. Corrections. Conforming language or technical scrivener-type corrections  
60 may be made by the City Attorney for any conforming amendments to be incorporated into the  
61 final ordinance for signature.

62

63 Section 4. Codification. The provisions of this ordinance shall become and be made part  
64 of the City of South Miami Code of Ordinances as amended; that the sections of this ordinance  
65 may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance"  
66 may be changed to "section" or other appropriate word.

67

68 Section 5. Ordinances in Conflict. All ordinances or parts of ordinances and all sections  
69 and parts of sections of ordinances in direct conflict herewith are hereby repealed.

70

71 Section 6. Severability. If any section, clause, sentence, or phrase of this ordinance is  
72 for any reason held invalid or unconstitutional by a court of competent jurisdiction, this holding  
73 shall not affect the validity of the remaining portions of this ordinance.

74

75 Section 7. Effective Date. This ordinance shall become effective upon enactment.

76

77 PASSED AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

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94

ATTEST:

APPROVED:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

1<sup>st</sup> Reading

2<sup>nd</sup> Reading

READ AND APPROVED AS TO FORM, COMMISSION VOTE:  
LANGUAGE, LEGALITY AND  
EXECUTION THEREOF

Mayor Philips:

Commissioner Harris:

Commissioner Liebman:

Commissioner Gil:

\_\_\_\_\_  
CITY ATTORNEY

DRAFT

CITY OF SOUTH MIAMI  
**PLANNING BOARD**  
Regular Meeting Minutes Excerpt  
Tuesday, January 12, 2021  
CITY COMMISSION CHAMBERS  
07:00 P.M.

*The City of South Miami Code of Ordinances, Section 8A-5, requires that all lobbyists, as defined in that section, must register with the City Clerk before engaging in any lobbying activities and in most cases pay an annual fee of \$500.00 and an additional \$100 for each additional issue. This applies to all persons who are retained with or without compensation to influence any action, decision, recommendation of someone with the city, including the city manager, city attorney, department heads, city personnel, or members of the city commission or members of any city board, concerning a matter that could foreseeably be address by the city commission or a city board. There are some exceptions and exemptions. The following are not considered to be lobbyist: a representative of a principal at a quasi-judicial hearing, experts who present scientific or technical information at public meetings, representatives of a neighborhood association without compensation and representatives of a not-for-profit community based organization for the purpose of requesting a grant who seek to influence without special compensation.*

Individuals who wish to view or listen to the meeting in its entirety, audio and video versions of the meeting can be found on the city's website ([www.southmiamifl.gov](http://www.southmiamifl.gov)).

**I. Call to Order**

Action: Ms. Ruiz called the meeting to order at 7:03 P.M.

Mr. Pepe provided the Board and public with the rules for the meeting.

---

**II. Roll Call**

**Board Members Present Constituting a Quorum:** Ms. Mary Ann Ruiz (Chairperson), Mr. Jay Miller (Vice-Chairperson), Mr. Lee Jacobs, Mr. Brian Corey, Mr. Bruce Baldwin and Ms. Lisa Bonich.

**Board Members Absent:** Mr. Orlando Borges

**City Staff Present:** Ms. Jane Tompkins (Planning Director), and Mr. Marcus Lightfoot (Senior Planner/Zoning Administrator).

**City Staff Absent:** None.

**City Attorney:** Mr. Thomas Pepe.

---

**III. Administrative Matters**

1. Election of Chairman and Vice-Chairman

Mr. Pepe provided the Board with an explanation as to why the elections were on the agenda. Ms. Ruiz then stated that she was appointed chair at the after the City elections that were held in February 2020. Mr. Pepe then asked Staff if they had any competent and substantial evidence to support the election being held at the meeting. Ms. Tompkins responded that she did not have any competent or substantial evidence. She then added that it has been the past practice to hold the elections in January. In the past, the Board has waited to discuss the item until all of the members are present. Ms. Ruiz stated that it was a good idea to wait since not all of the Board members were present. She then asked the Board if they agreed, to which the members of the Board agreed.

Ms. Ruiz informed the Board that all future Planning Board meetings will continue via Zoom until further notice.

---

**IV. Public Hearings:**

1. **PB-21-002**

**Applicant:** The City of South Miami

**An Ordinance amending Section 20-4.4 of the City of South Miami’s Land Development Code to amend the parking standards.**

**Applicant:** The City of South Miami, represented by Ms. Jane Tompkins, AICP (Planning Director)

Ms. Ruiz read PB-21-002 into the record.

Ms. Tompkins presented the staff report to the Board.

**The Chairperson opened the floor to public comments on PB-21-002.**

- None

**The Chairperson closed the floor to public comments on PB-21-002.**

Mr. Miller asked for a recap on what the RS-4 and RS-5 zoning district were and what the number of affected properties was. He then asked if this amendment presumes that there is on-street parking available. Ms. Tompkins provided the Board with the dimensional requirements for both the RS-4 and RS-5 zoning district. She then provided the Board with a general area of where the affected lots were which was the former Community Redevelopment Agency (CRA) area. Last, Ms. Tompkins responded that there is on-street parking available in the neighborhoods, but the proposed ordinance presumes that the individuals in the neighborhood will be using alternate means of transportation.

Mr. Jacobs stated that he was in support of the ordinance.

Ms. Ruiz stated that at times there is a lack of on-street parking in the area around the charter school in the CRA area. Additionally, on-street parking may be difficult once the development of the property across from the charter school begins. She then stated that she is in support of the ordinance.

With no further discussion, the Board made a motion on the item.

**Motion:** Ms. Ruiz moved to approve PB-21-002. Mr. Miller seconded the motion.

**Vote: Yes 6, No 0 (None)**

Mr. Jacobs: Yes

Mr. Miller: Yes

Ms. Bonich: Yes

Mr. Baldwin: Yes

Mr. Corey: Yes

Ms. Ruiz: Yes

The motion to approve PB-21-002 was approved unanimously.

---

**V. Public Comments/New Business**

**The Chairperson opened the floor for public comments and any new business.**

**Public Comments Section**

There were no Public Comments.

**New Business Section**

There were no Public Comments.

**The Chairperson opened the floor for public comments and any new business.**

---

**VI. Approval of the Minutes**

**1. Planning Board Regular Meeting Minutes of November 10, 2020:**

Ms. Ruiz moved to approve the meeting minutes as presented. The motion was seconded by Mr. Miller.

**Vote: Yes 6, No 0 (None)**

Mr. Miller: Yes

Ms. Bonich: Yes

Mr. Baldwin: Yes

Mr. Jacobs: Yes

Mr. Corey: Yes

Ms. Ruiz: Yes

The motion to approve the meeting minutes was unanimously approved by the Board.

---

**VII. Future Meeting Date:** February 9, 2021

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**VIII. Adjournment**

The meeting was adjourned at 8:18 P.M.

## City Commission Agenda Item Report

Meeting Date: May 4, 2021

Submitted by: Thomas Pepe

Submitting Department: City Attorney

Item Type: Ordinance

Agenda Section:

---

### **Subject:**

An Ordinance amending the City of South Miami Code of Ordinances, Chapter 2, Article III, Sections 2-24 and 2-25 concerning code enforcement. 3/5 (City Attorney)

### **Suggested Action:**

### **Attachments:**

[Ordinance2-24 2-25 re Code Enforcementsk.doc](#)



1 (6) Issue orders having the force of law to command whatever steps are necessary to  
2 bring a violation into compliance.

3 (7) Levy fines and costs, including administrative costs, against a violator. ~~Compromise~~  
4 ~~and settle fines and penalties, concurrent with the city manager.~~

5  
6 \*\*\*

7  
8 **Sec. 2-25. - Code enforcement procedures.**

9  
10 \*\*\*

11 (b) *Definitions.* The following words, for the purpose of interpreting this Section, shall have the  
12 meaning set forth opposite the word.

13 "Citation" means a notice issued by the code enforcement officer to a person who, in  
14 the opinion of the code enforcement officer, has violated a City ordinance.

15  
16 (4) "Code enforcement officer" means any designated employee or agent, including, but not  
17 limited to, code enforcement officers and police officers, of the City whose duty it is to  
18 enforce the applicable laws.

19 "Correctable violation" means the violation is physical in nature and can be removed or  
20 modified to comply with the City's Land Development Code.

21 "Repeat violation" means a violation of a provision of a City ordinance by a person who  
22 has been previously found by the special master, or a court, to have violated, or who  
23 has admitted violating, the same provision of the City's ordinances within five (5) years  
24 prior to the current violation, even if the violations occur at a different location.

25 (2) ~~"Special magistrate" shall also mean special master and the word special master shall be~~  
26 ~~used interchangeable with the word special magistrate.~~

27 (3) ~~"Special master" shall~~ means the official who ~~shall be a~~ designated by the City to hold  
28 quasi-judicial hearings concerning violations of the City ordinances ~~and also the word~~  
29 special master is used in this Section interchangeably with the word special magistrate  
30 and interchangeable with the phrase "enforcement board" or "code enforcement board".

31  
32 (4) ~~"Citation" shall mean a notice issued by the code enforcement officer to a person who, in~~  
33 ~~the opinion of the code enforcement officer, has violated a city ordinance.~~

34  
35 \*\*\*

36 (d) *Civil offenses.* The violation of any section of the City's Code of Ordinances or Land  
37 Development Code (collectively referred to the "Code" for the purposes of this Section),  
38 unless otherwise provided in that Section, shall constitute a civil offense punishable by civil  
39 penalty in the amount prescribed in the City's schedule fines or as provided in this Section. A  
40 landowner is liable for fines levied against the owner for the owners own acts or omissions  
41 as well as for a violation due to an act or omission of the tenant or occupant of the owner's  
42 property that is a violation of the Land Development Code. Failure to correct a violation, pay  
43 an administrative fee and fine, or otherwise comply with lawful direction by the code  
44 enforcement officer or order of the special master may subject a violator and, or, property  
45 owner to civil actions taken in the name of the special master or the City, upon approval by  
46 the City Commission, including, but not limited to those seeking a declaratory judgment,  
47 injunctive relief, an order to abate a nuisance, to take corrective action, to compel payment,

1 to foreclose a lien on the property that is subject to the citation or order of the special master,  
2 or to foreclose a lien on any personal or other real property of the violator, or to take any  
3 other civil action to compel compliance. The city is authorized to withhold the issuance of  
4 any occupational license, land use and development approvals, including, but not limited to,  
5 re-zoning, zoning amendment, special exception, special use, variance, building permit, final  
6 inspection approval, and temporary or final certificate of occupancy and use until the  
7 violation is corrected and all fines and fees are paid and mitigation, if applicable, is  
8 accomplished.

9 \*\*\*

10 (e) *Citations.*

11

12 \*\*\*

13 (3) If a violation is correctable, a cContinuing fines will ~~may~~ be imposed for those violations  
14 that which remain uncorrected beyond the prescribed time period for correction as set  
15 forth in the civil citation ~~or~~ in the order of the special master. For each day of continued  
16 violation after the time period for correction has run, an additional penalty in the same  
17 amount as the fine for the original violation **shall** be added.

18 (4) If the same violation occurs more than once in a 12 month period, a fine must be levied  
19 for each subsequent violation, even if it is not defined as a repeat violation. ~~a—"Repeat~~  
20 ~~violation" means a violation of a provision of an ordinance by a person who has been~~  
21 ~~previously found by the special master to have violated or who has admitted violating~~  
22 ~~the same provision within five (5) years prior to the violation, notwithstanding the~~  
23 ~~violations occur at different locations or as may defined in F.S. ch. 162.~~

24 (f) *Notice of civil infraction.* The code enforcement officer shall issue a civil citation to the person  
25 who has violated an applicable law, shall issue the applicable fine for the violation and, if the  
26 violation is correctable, establish a reasonable time period within which the person must  
27 correct the violation. If the violation concerns real property and if the violator is not the owner  
28 of the real property on which the violation occurs, the code enforcement officer must ~~may~~  
29 ~~also~~ give notice to the owner or to the owner's agent or representative in order to levy a fine  
30 on the owner for a Land Development Code violation of the tenant or occupant of the owners  
31 property. The time period to correct the violation shall not exceed thirty (30) days. If, upon  
32 personal investigation, a code enforcement officer finds that the person has not corrected  
33 the violation within the time period specified in the civil citation, or the time specified in an  
34 order of the special master, or has failed to pay the initial fine, the code enforcement officer  
35 shall proceed with enforcement proceedings.

36

37

38 \*\*\*

39 (k) *Administrative fines; costs of repair; liens.* \*\*\*

40 \*\*\*

41 (2) *Fines.*

42 (a) In the event that the City's schedule of fines does not provide a fine for a particular  
43 offense, the special master must A fine imposed impose a minimum fine of pursuant  
44 to this Section. shall not exceed two hundred fifty dollars (\$250.00) per day for a first  
45 violation and shall may levy a greater fine that does not exceed five hundred dollars  
46 (\$500.00) per day for a repeat violation., unless the violation is irreparable or  
47 irreversible. and, in addition, the fine must may include all administrative costs  
48 and costs of repairs, if any, pursuant to Subsection (1). However, if the special  
49 master finds the violation to be irreparable or irreversible in nature, it may impose a  
50 fine not to exceed five thousand dollars (\$5,000.00) per violation.

1 (b) If the special master finds the violation to be irreparable or irreversible in nature, it  
2 may impose a fine not to exceed five thousand dollars (\$5,000.00) per violation. In  
3 determining the amount of the fine, the special master shall consider the following  
4 factors:

- 5 1. The gravity of the violation;
- 6 2. Any actions taken by the violator to correct the violation; and
- 7 3. Any previous violations committed by the violator.

8 (c) The special master may reduce a fine imposed pursuant to this Subsection (2)(b)  
9 but not below \$500.

10  
11 \*\*\*

12  
13 **Section 3. Corrections.** Conforming language or technical scrivener-type  
14 corrections may be made by the City Attorney for any conforming amendments to be  
15 incorporated into the final ordinance.

16  
17 **Section 4. Codification.** The provisions of this ordinance shall become and be made  
18 part of the City of South Miami Land Development Code as amended; that the sections of this  
19 ordinance may be renumbered or re-lettered to accomplish such intention; and that the word  
20 “ordinance” may be changed to “section” or other appropriate word.

21  
22 **Section 5. Ordinances in Conflict.** All ordinances or parts of ordinances and all  
23 sections and parts of sections of ordinances in direct conflict herewith are hereby  
24 repealed.

25  
26 **Section 6. Severability.** If any section, clause, sentence, or phrase of this  
27 ordinance is for any reason held invalid or unconstitutional by a court of competent  
28 jurisdiction, this holding will not affect the validity of the remaining portions of this  
29 ordinance.

30  
31 **Section 7. Effective Date.** This ordinance will become effective upon enactment.

32  
33  
34  
35 PASSED AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

36  
37 ATTEST:

APPROVED:

38  
39  
40 \_\_\_\_\_  
41 CITY CLERK

\_\_\_\_\_  
MAYOR

42 1<sup>st</sup> Reading

43 2<sup>nd</sup> Reading

44  
45  
46 READ AND APPROVED AS TO FORM: COMMISSION VOTE:

1  
2  
3  
4  
5  
6  
7

LANGUAGE, LEGALITY, AND  
EXECUTION THEREOF

---

CITY ATTORNEY

Mayor Philips:  
Commissioner Harris:  
Commissioner Liebman:  
Commissioner Gil  
Commissioner Corey:

## City Commission Agenda Item Report

Meeting Date: May 4, 2021

Submitted by: Steven Kulick

Submitting Department: City Manager

Item Type: Ordinance

Agenda Section:

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### Subject:

An Ordinance authorizing the City Manager to sell two City owned properties located at 4400 SW 60 Place: Folio No. 30-4024-029-0130; and 7849 SW 68 Place: Folio No. 09-4035-013-0942; both as a result of a competitive bid to the highest bidder. 4/5 (City Manager)

### Suggested Action:

### Attachments:

[CM\\_Memo\\_Sale\\_of\\_City\\_Properties.docx](#)

[ORD\\_Sale\\_of\\_City\\_Owned\\_Property2021 \(1\).doc](#)

[NOTICE TO PROPERTY OWNERS.pdf](#)

[FINAL RFP 4400 SW 60 PL Sale of CityRealEstate3.10.21.pdf](#)

[Final RFP 7849 SW 68 Ave Sale of SurplusRealEstate3.12.21.pdf](#)

[Bid Tabulation RFPCSM4400 sw 60 pl4.16.21.pdf](#)

[BidTabCSM7849SW6842121.pdf](#)

[Manual Castilla Bidding Document.PDF](#)

[Sallie & Wayne Byrd Proposal for 7849 SW 68 Avenue.PDF](#)

[Demand Star 4400 SW 60 Pl.pdf](#)

[Demand Star RFPCSM2021-7849 SW 68 AVE.pdf](#)

[2021.03.12 MDBR - RFP #CSM2021-4400 SW 60 Place.pdf](#)

[2021.03.16 MDBR - RFP #CSM2021-7849 SW 68 Avenue.pdf](#)

[Map of 7849 SW 68 AVE.pdf](#)

[MAP of 4400 SW 60.pdf](#)





CITY OF SOUTH MIAMI  
OFFICE OF THE CITY MANAGER  
INTER-OFFICE MEMORANDUM

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To: The Honorable Mayor & Members of the City Commission  
FROM: Shari Kamali, City Manager  
DATE: May 4, 2021

---

SUBJECT: An Ordinance authorizing the City Manager to sell two City owned properties located at 4400 SW 60 Place: Folio No. 30-4024-029-0130; and 7849 SW 68 Place: Folio No. 09-4035-013-0942; both as a result of a competitive bid to the highest bidder.

BACKGROUND: The City determined two City owned properties located at 4400 SW 60 Place: Folio No. 30-4024-029-0130, and 7849 SW 68 Place: Folio No. 09-4035-013-0942 have no value or use to the City. Therefore, competitive solicitations were issued for the sale of the subject properties with a request for a maximum bid cash offer.

Prior to issuing the solicitations, the City sent a notice via Certified Mail, to property owners adjacent to the properties designated for sale which advised of the City's intention to place the properties up for sale. Subsequently the solicitations were advertised and posted on the City's website and Demand Star, a subscriber services for the advertisement of solicitations and, advertisements were placed in the Daily Business Review.

The maximum bid cash offer for 4400 SW 60 Place: Folio No. 30-4024-029-0130, is \$500.00 and the maximum bid cash offer for 7849 SW 68 Place: Folio No. 09-4035-013-0942 is \$1000.00.

Therefore, the City Manager shall have the authority to sell two City owned properties located at 4400 SW 60 Place, Folio No. 30-4024-029-0130 and 7849 SW 68 Place: Folio No. 09-4035-013-0942 for the maximum bid cash offer.

Account: N/A

Attachments: Ordinance  
Notice to Property Owners Listing  
RFP CSM2021-4400 SW 60 Place  
RFP CSM2021-7849 SW 68 Avenue  
Bid Opening RFP CSM2021-4400 SW 60 Place  
Bid Opening RFP CSM2021-7849 SW 68 Avenue  
Proposal: RFP CSM2021-4400 SW 60 Place



CITY OF SOUTH MIAMI  
OFFICE OF THE CITY MANAGER  
INTER-OFFICE MEMORANDUM

Proposal: RFP CSM2021-7849 SW 68 Avenue  
Demand Star Results: RFP CSM2021-4400 SW 60 Place  
Demand Star Results: RFP CSM2021-7849 SW 68 Avenue  
Advertisements; Daily Business Review



1 Section 4. Severability. If any section, clause, sentence, or phrase of this ordinance is  
2 for any reason held invalid or unconstitutional by a court of competent jurisdiction, this holding  
3 will not affect the validity of the remaining portions of this ordinance.

4  
5 Section 5. Effective Date. This ordinance will become effective upon enactment.

6  
7 PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

8  
9 ATTEST:

APPROVED:

10  
11 \_\_\_\_\_  
12 CITY CLERK

\_\_\_\_\_  
MAYOR

13  
14 READ AND APPROVED AS TO FORM,  
15 LANGUAGE, LEGALITY, AND  
16 EXECUTION THEREOF

COMMISSION VOTE:  
Mayor Philips:  
Commissioner Harris:  
Commissioner Liebman:  
Commissioner Gil:  
Commissioner Corey:

17  
18 \_\_\_\_\_  
19 CITY ATTORNEY

City Owned Property		
Folio	Owners	Mailing Address
30-4024-029-0130	BRENT J PFEIFFER JENNI PFEIFFER KAMMAI TYLER	4410 SW 60 PL MIAMI, FL 33155
	MANUEL J CASTILLA REBECCA CASTILLA	12296 SEMILLON BLVD SAN DIEGO, CA 92131
09-4036-010-0290	CLAUDIO MIRO & W VICTORIA & MUSIUSA LLC	6730 SW 48 ST MIAMI, FL 33155
09-4035-013-0940	SALLIE BYRD & WADE BYRD (JTRS)	7851 SW 68 AVE MIAMI, FL 33134
	IGNACIO GUIASOLA	6792 SW 78 TER MIAMI, FL 33143



**CITY OF SOUTH MIAMI**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-4400 SW 60 Place**  
**SUBMITTAL DUE DATE: April 16, 2021 at 10 AM**  
**Solicitation Cover Letter**

The City of South Miami, Florida (hereinafter referred to as “City” or “CSM”) through its Chief Executive Officer (City Manager) hereby solicits sealed proposals responsive to the City’s request (hereinafter referred to as “Request for Proposals” or “RFP”). All references in this Solicitation (which may also be referred to as an “Invitation for Proposals” or “Invitation to Bid”) shall be a reference to this RFP unless otherwise specifically defined. All references to any action of, or decisions to be taken by, or to the delivery of documents to, the “City” shall mean that the action, decision or delivery is to be taken or made by, or delivered to, the City Manager, or the manager’s written designee, unless the context in which the word “City” is used warrants a different meaning. If there is any conflict in the interpretation of the word “City”, the meaning shall be resolved by the City Manager and the manager’s decision shall be final and binding.

The City is hereby requesting sealed proposals in response to this **RFP #CSM2021-4400 SW 60 Place for Sale and Purchase of City Property**, located at **4400 SW 60 Place, South Miami, FL 33143**, as defined in the Background and Scope of Project of the Solicitation. The purpose of this Solicitation is to seek proposals for the purchase of the City’s property.

Interested persons who wish to respond to this Solicitation can obtain the complete Solicitation package by accessing the following webpage: <http://www.southmiamifl.gov/> which is the City of South Miami’s web address for solicitation information. Responses are subject to the Standard Terms and Conditions contained in the complete Solicitation Package, including all documents listed in the Solicitation.

**The City will only receive submittals electronically through the DemandStar Electronic Bid System (E-Bidding). To register as a business, go to <https://network.demandstar.com/>** See directions for registering and signing into your DemandStar user account on the next page following this Solicitation Cover Letter.

Responses must be received electronically through DemandStar, no later than **10:00 A.M. local time (the “Closing Date”) on April 16, 2021** and any Response received by the City through DemandStar after 10:00 a.m. local time on said date will not be accepted under any circumstances. **Hand delivery will not be accepted.**

**E-BID OPENING VIA VIDEO CONFERENCING:**

The opening of E-Bids for this solicitation will occur at **10:30 A.M. local time on (the Closing Date, April 16, 2021)**. The City Clerk will conduct the E-Bid Opening through video conferencing using the **Zoom platform**. Members of the public may view the meeting via Zoom at <https://zoom.us/j/3056636339>, or listen to the meeting on a dedicated phone line by dialing +1-786-635-1003 Meeting ID: 3056636339.


The City reserves the right to award the Project to the person with the most responsive, responsible Response, as determined by the City, subject to the right of the City, or the City Commission, to reject any and all Responses, and the right of the City to waive any irregularity in the Responses or Solicitation procedure.

Nkenga A. Payne, CMC  
City Clerk  
City of South Miami

## DemandStar Registration and User Account Sign-in Directions

The following is an example of the procedure on April 3, 2020 and it is subject to change after that date.

Go to <https://network.demandstar.com/> which on April 3, 2020 brings up the following message.



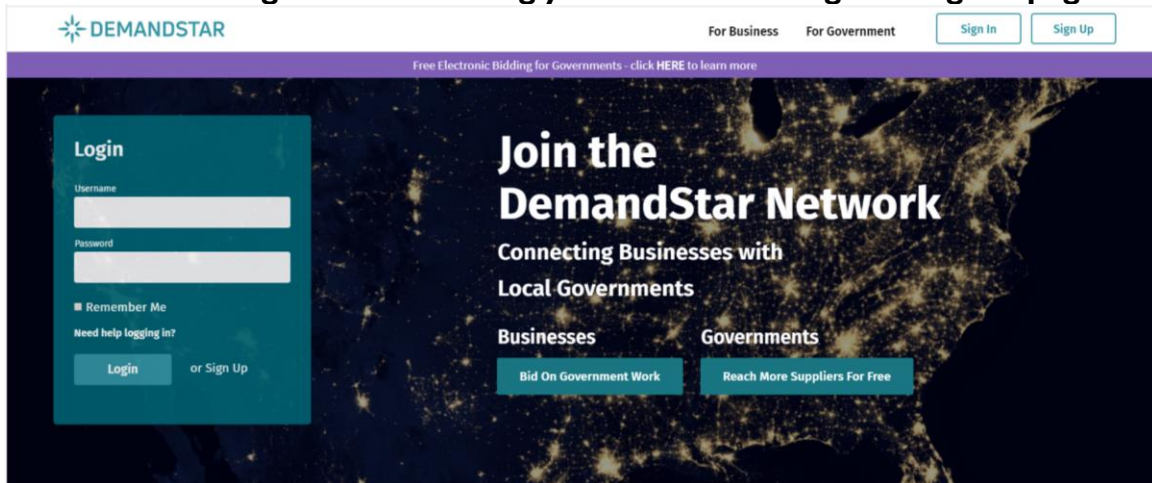
**COVID-19 (Coronavirus) Emergency Response From DemandStar**

DemandStar is committed to helping all government agencies source qualified suppliers for COVID-19 emergency response.

<b>Governments</b>	<b>Suppliers</b>
If you are a government agency who needs Ebidding capability to receive supplier responses online, please <a href="#">fill out this form</a> and we will get back to you immediately. Ebidding is offered at no charge to governments.	If you are a business who can help respond to the many emergency response bids on the DemandStar network, please <a href="#">click here to create your account</a> and get notified of bidding opportunities.
<a href="#">Broadcast Bids on DemandStar</a>	<a href="#">Create Your Account</a>



If you do not have an account with DemandStar, click on “Create Your Account” otherwise, if you have an account, click on the “x” in the upper right-hand corner of this message and it will bring you to the following user sign in page.



**DEMANDSTAR** For Business For Government [Sign In](#) [Sign Up](#)

Free Electronic Bidding for Governments - [click HERE to learn more](#)

### Login

Username

Password

Remember Me

[Need help logging in?](#)

[Login](#) or [Sign Up](#)

## Join the DemandStar Network

Connecting Businesses with Local Governments

<b>Businesses</b>	<b>Governments</b>
<a href="#">Bid On Government Work</a>	<a href="#">Reach More Suppliers For Free</a>

**BACKGROUND AND SCOPE OF PROJECT**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-4400 SW 60 Place**

The real property and improvements subject of this RFP are more specifically depicted and described at **EXHIBITS I, II, III IV, V & VI** hereto.

END OF SECTION

**SCHEDULE OF EVENTS**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-4400 SW 60 Place**

**TENTATIVE SCHEDULE**

<b>No</b>	<b>Event</b>	<b>Date*</b>	<b>Time* (EST)</b>
1	Advertisement/ Distribution of Solicitation & Cone of Silence begins	3/10/2021	10:00 AM
2	<b>Pre-RFP Meeting</b>	<b>NONE SCHEDULED</b>	
3	Deadline to Submit Questions	4/7/2021	10:00 AM
4	Deadline to City Responses to Questions	4/13/2021	10:00 AM
5	<b>Deadline to Submit RFP Response</b>	<b>4/16/2021</b>	<b>10:00 AM</b>
8	City Commission Final Decision	5/4/2021	7:00 PM

The above schedule is subject to modification and if any dates specifically stated in this RFP are modified, the City will issue an Addendum.

END OF SECTION

**INSTRUCTIONS for RESPONDENT**  
**SALE AND PURCHASE OF THE CITY PROPERTY**  
**RFP #CSM2021-4400 SW 60 Place**

**IT IS THE RESPONSIBILITY OF THE RESPONDENT TO THE SOLICITATION TO ENSURE THAT THE RESPONSE TO THE SOLICITATION (HEREINAFTER ALSO REFERRED TO AS THE “PROPOSAL”) REACHES THE CITY CLERK ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE SOLICITATION COVER LETTER. Proposals that are not received by the deadline will be returned, unopened, to the proposer, and shall not be considered by the City.**

1. Purpose of Solicitation. The City of South Miami is requesting proposals for the sale and purchase of the Property. The City reserves the right to award the contract to the Respondent whose proposal is found to be in the best interests of the City, and in accordance with the terms of this RFP.
2. Qualification of Proposing Person. Response submittals to this Solicitation will be considered. As part of its proposal, the proposer must demonstrate to the satisfaction of the City that it has the present ability to fully fund the purchase and will need to provide the City with proof of purchase money funds at the time of submission. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject any or all response submittals to this Solicitation where evidence submitted, or investigation and evaluation, indicates inability of a person to perform.
3. Deviations from Specifications. The proposing persons shall clearly indicate, as applicable, all areas in which the proposal does not fully comply with the requirements of this Solicitation. The decision as to whether an item fully complies with the stated requirements and/or whether any deviation or irregularity may be accepted rests solely with the City.
4. Designated Contact. The awarded person shall appoint a person to act as a primary contact with the City of South Miami. This person or persons shall be readily available during normal work hours by phone, email, or in person, and shall be knowledgeable in all aspects of the contract.
5. Precedence of Conditions. The proposing person, by virtue of submitting a response, agrees that the terms of this Solicitation and applicable law will take precedence over any terms and conditions submitted with the response, either appearing separately as an attachment or included within the Proposal. The Contract Documents have been listed below in order of precedence, with the one having the most precedence being at the top of the list and the remaining documents in descending order of precedence. In the event of any conflict in the Contract Documents, the order of precedence shall apply, unless clearly contrary to the specific terms of the Contract and/or this RFP:
  - a) Contract
  - b) Addenda to Solicitation
  - c) Attachments/Exhibits to Solicitation
  - d) Solicitation
  - e) Respondent’s Proposal
6. Response Withdrawal. After Proposals are opened, corrections or modifications to Proposals are not permitted, but the City may allow the proposing person to withdraw an erroneous Proposal prior to the confirmation of the proposal award by City Commission, if all of the following are established:
  - a) The proposing person acted in good faith in submitting the response;
  - b) The error was not intentional or the result of gross negligence or willful inattention on the part of the person;
  - c) The error was discovered and communicated to the City within twenty-four (24) hours (not including Saturday, Sunday or a legal holiday) of the opening the proposals received, along with a request for permission to withdraw the person’s Proposal; and
  - d) The person submits an explanation in writing, signed under penalty of perjury, stating how the error was made and delivers adequate documentation to the City to support the explanation and to show that the error was not intentional or the result of gross negligence or willful inattention nor made in bad faith.

7. The terms, provisions, conditions and definitions contained in the Solicitation Cover Letter shall apply to these instructions to Respondents and they are hereby adopted and made a part hereof by reference. If there is a conflict between the Cover Letter and these instructions, or any other provision of this Solicitation, the Cover Letter shall govern and take precedence over the conflicting provision(s) in the Solicitation.
8. Any questions concerning the Solicitation or any required need for clarification must be made in writing, by **10:00 AM, April 7, 2021** to the attention of **Steven P. Kulick** at [skulick@southmiamifl.gov](mailto:skulick@southmiamifl.gov) or via facsimile at **(305) 663-6346**.
9. The issuance of a written addendum is the only official method whereby interpretation and/or clarification of information can be given. Interpretations or clarifications, considered necessary by the City in response to such questions, shall be issued by a written addendum to the Solicitation Package (also known as "Solicitation Specifications" or "Solicitation") by U.S. mail, e-mail or other delivery method convenient to the City and the City will notify all prospective persons via the City's website.
10. Verbal interpretations or clarifications shall be without legal effect. No plea by a Respondent of ignorance or the need for additional information shall exempt a Respondent from submitting the Proposal on the required date and time as set forth in the Solicitation.
11. Cone of Silence: You are hereby advised that this Request for Proposals is subject to the "Cone of Silence," in accordance with Miami-Dade County Ordinance Nos. 98106 and 99-1 (Section 2-11.1, Miami-Dade Code of Ordinances). From the time of advertising until the City Manager issues his recommendation, there is a prohibition on verbal communication with the City's professional staff, including the City Manager and his staff. All written communications must comply with the requirements of the Cone of Silence, the City's Code of Ordinances and the City's Administrative Orders. The Cone of Silence does not apply to verbal communications at pre-proposal conferences, verbal presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the City Commission during any duly notice public meeting, or recorded contract negotiation sessions. In addition, you are required to comply with the City Manager's Administrative Order AO I-15, unless there is a conflict, in which case this document and any future amendments or addenda thereto shall control. If a copy is not attached, please request a copy from the City's Procurement Division.

**WITH REGARD TO THE COUNTY'S CONE OF SILENCE EXCEPTION FOR WRITTEN COMMUNICATION, PLEASE BE ADVISED THAT, NOTWITHSTANDING THE MIAMI-DADE COUNTY EXCEPTION FOR WRITTEN COMMUNICATION THE COUNTY'S RULES PROHIBITING VERBAL COMMUNICATION DURING AN ESTABLISHED CONE OF SILENCE SHALL, WITH REGARD TO THIS SOLICITATION, ALSO APPLY TO ALL WRITTEN COMMUNICATION UNLESS PROVIDED OTHERWISE IN THIS SOLICITATION. THEREFORE, WHERE THE COUNTY'S CONE OF SILENCE PROHIBITS VERBAL COMMUNICATION, SUCH PROHIBITION SHALL APPLY TO BOTH VERBAL AND WRITTEN COMMUNICATION UNLESS PROVIDED OTHERWISE BELOW.**

The Cone of Silence shall not apply, if applicable, to:

- (1) Duly noticed site visits by City staff to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time that the City Manager makes his or her written recommendation.
- (2) Any emergency procurement of goods or services pursuant to the Miami-Dade County Administrative Order 3-2;
- (3) Communications regarding a particular solicitation between any person and the procurement agent or contracting officer responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and
- (4) Communications regarding a particular solicitation between the procurement agent or contracting officer, or their designated secretarial/clerical staff responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

12. Violation of the Cone of Silence provisions by any particular Respondent or proposer shall render any recommendation for the award of the contract or the contract awarded to said Respondent or proposer voidable, and, in such event, said Respondent or proposer shall not be considered for any Solicitation for a period of one year thereafter, including but not limited to Solicitations that requests any of the following: a proposal; qualifications; a letter of interest or a bid concerning any contract for the provision of goods or services. Contact shall only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing Division, which are for the purposes of obtaining additional or clarifying information.
13. Lobbying. During the period of time encompassed by the Cone of Silence, all persons and their agents who intend to submit, or who submitted, bids or responses for this Solicitation, are hereby placed on formal notice that neither City Commissioners, candidates for City Commissioner or any employee of the City of South Miami are to be lobbied either individually or collectively concerning this Solicitation.
14. Reservation of Right. The City anticipates awarding one contract if an award of this RFP is made as a result of this Solicitation. The City, however, reserves the right, in its sole discretion, to do any of the following:
  - a) to reject any and all submitted Responses and to further define or limit the scope of the Project.
  - b) to waive minor irregularities in the responses or in the procedure required by the Solicitation documents.
  - c) to request additional information from Respondents as deemed necessary.
  - d) to make an award without discussion or after limited negotiations. It is, therefore, important that all the parts of the RFP, including exhibits and required information be completed and complete in all respects.
  - e) to negotiate modifications to the Proposal that it deems acceptable, provided the modifications do not give a material or substantial advantage to the proposer.
  - f) to terminate negotiations in the event the City deems progress towards a contract to be insufficient and to proceed to negotiate with the Respondent who made the next best Proposal. The City reserves the right to proceed in this manner until it has negotiated a contract that is satisfactory to the City.
  - g) To modify the Contract Documents. The terms of the Contract Documents are general and not necessarily specific to the Solicitation. It is therefore anticipated that the City may modify these documents to fit the specific project and the proposal that is submitted, and the Respondent, by making a Proposal, agrees to such modifications and to be bound by such modified documents that do not increase the cost of the Project to the Respondent.
  - h) to cancel, in whole or part, this RFP when it is in the best interest of the City.
  - i) to award the Project to the proposer with the highest price and that is the most responsive, responsible Proposal, as determined by the City.
  - j) to award the Project, and execute a contract with a Respondent or Respondents, other than to one who provided the highest Proposal Price.
  - k) The right to reject all bids or the City to award the contract to someone other than the highest bidder based on ability to pay the contact price in the case of a Respondents bid to purchase the City asset without financing. The decision to reject a bid based on ability to pay is left to the city Manager's sole and absolute opinion and judgement. A Respondent who submits a proposal does so with the understanding and agreement the Respondent thereby waives any objection to the City Managers decision in this regard absent of fraud or collusion.
15. Contingent Fees Prohibited. The proposing person, by submitting a proposal, warrants that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or person other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.
16. Public Entity Crimes. A person or affiliate of the Respondent who has been placed on the convicted vendor list pursuant to Chapter 287 following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services, or a contract for construction or repair of a public building, may not submit proposals on leases of real property to or with the City of South Miami, may not be awarded a contract to perform work as a CONTRACTOR, sub-contractor, supplier, sub-consultant, or consultant under a contract

with the City of South Miami, and may not transact business with the City of South Miami for a period of 36 months from the date of being placed on the convicted vendor list.

17. Respondents shall include the Proposal Form(s) furnished by the City and as required by this RFP. All erasures and corrections must have the initials of the Respondent's authorized representative in blue ink at the location of each and every erasure and correction. Proposals shall be signed using blue ink; all quotations shall be typewritten, or printed with blue ink. All spaces shall be filled in with the requested information or the phrase "not applicable" or "NA". The proposal shall be delivered on or before the date and time, and at the place and in such manner as set forth in the Solicitation Cover Letter. Failure to do so may cause the Proposal to be rejected. Failure to include any of the Proposal Forms may invalidate the Proposal. Respondent shall deliver to the City, as part of its Proposal, the following documents:
  - a) The Request for Proposals and Instructions to Respondents.
  - b) A copy of all issued addenda.
  - c) The completed fully executed Forms as required by this RFP.
  - d) Proposal Security, (Bond, irrevocable letter of credit, or cashier's check).
  - e) A Proposal cover letter signed by an authorized representative of Respondent, and setting forth the information necessary to fully evaluate the Proposal in accordance with the terms of this RFP.
18. Liability, Licenses & Permits: The successful Respondent shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and inspections required to perform what is being proposed, and required by this Solicitation and as required by law. The Respondent shall be liable for any damages or loss to the City occasioned by the negligence of the Respondent (or its agent or employees) or any person acting for or through the Respondent. Respondents shall furnish a certified copy of all licenses, Certificates of Competency or other licensing requirement necessary to practice their profession and applicable to the work to be performed as required by Florida Statutes, the Florida Building Code, Miami-Dade County Code or City of South Miami Code. These documents shall be furnished to the City as part of the Proposal. Failure to have obtained the required licenses and certifications or to furnish these documents shall be grounds for rejecting the Proposal and forfeiture of the Proposal Security.
19. Copyrights and/or Patent Rights: Respondent warrants that as to the manufacturing, producing or selling of goods intended to be shipped or ordered, if any, by the Respondent pursuant to this Proposal, there has not been, nor will there be, any infringement of copyrights or patent rights. The Respondent agrees to indemnify City from any and all liability, loss or expense occasioned by any such violation or infringement.
20. Execution of Contract: The City anticipates negotiation of a Sale and Purchase Contract ("Contract") with the top ranked person as set forth in this RFP. The Sale and Purchase Contract shall include terms and conditions that are customary for the sale and purchase of real property in Miami-Dade County, Florida, and it must be ultimately acceptable to the City Commission. Attached as **Exhibit I** are the mandatory minimum contractual criteria ("Minimum Contractual Criteria") providing for the Respondent's submission of certain minimum contractual terms that shall be clearly set forth as part of the Proposal.
21. Evaluation of Proposals: The City, in its sole discretion, reserves the right to determine the applicability of this provision and to inspect the facilities of any or all Respondents to determine its capability to meet the requirements of this RFP. In addition, the price, responsibility, responsibility, and responsiveness of the Respondent's proposal, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the award of the Contract. A non-responsive proposal is a proposal which does not conform in material respects to this solicitation. A non-responsible Proposer is one that does not successfully demonstrate the capability in any or all respects to fully perform the requirements set forth in the proposal, or that does not have the relevant experience, integrity and reliability which will assure good faith performance. Thus, for example, the City Manager may reject a proposal that has not substantiated and demonstrated the financial capability of a Proposer. City staff may also recommend the rejection of any Proposal that it determines to be non-responsive or non-responsible.
22. Drug Free Workplace: Failure to provide proof of compliance with Florida Statute Section 287.087, as amended, when requested shall be cause for rejection of the Proposal as determined by the City.

23. **Hold Harmless:** All Respondents shall hold the City, its officials and employees harmless and covenant not to sue the City, its officials and employees in reference to its decisions to reject, award, or not award a contract, as applicable, unless the claim is based solely on allegations of fraud and/or collusion. The submission of a proposal shall act as an agreement by any unsuccessful Respondent that the Proposal Security, if required for this project, shall not be released until and unless the Respondent waives any and all claims that the Respondent may have against the City that arise out of this Solicitation process or until a judgment is entered in the Respondent's favor in any suit filed which concerns this proposal process and that absolves the Respondent of all liability to the City.
24. **Cancellation:** Failure on the part of the Respondent to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the award or termination of the Contract.
25. **Proposal Security Requirements:** The Proposer, when submitting the Proposal, shall include a Proposal Security, in the amount of **3% of the proposed purchase price**, and in the form of a bank or cashier's check, irrevocable letter of credit or surety bond. The City reserves the right to reject a proposal if the form of Proposal Security does not satisfy the terms of this Solicitation. A company or personal check shall not be deemed a valid Proposal Security.
26. **Proposal Guarantee:** Notwithstanding the fact that the Proposer, in submitting a proposal, agrees to the terms contained in this Solicitation package, the successful Proposer, within ten (10) calendar days of Notice of Award by the City, shall deliver, to the City, the executed Contract and other Contract Documents that provide for the Proposer's signature, and deliver to the City. The Proposer who has the Contract awarded to it and who fails to execute the Contract and furnish the required documentation, within the specified time shall, at the City's option, forfeit the Proposal Security that accompanied the Proposal, and the Proposal Security will be retained as liquidated damages by the City. It is agreed that if the City accepts payment from the Proposal Security, that this sum is a fair estimate of the amount of damages the City will sustain in case the Respondent fails to sign the Contract Documents. If the City does not accept the Proposal Security, the City may proceed to sue for breach of contract if the Respondent fails to perform in accordance with the Contract Documents. The City and successful Proposer may agree in writing, to apply the Proposal Security to the minimum initial deposit as referenced at **Exhibit I**.
27. **Pre-proposal Conference Site Visits:** If a Mandatory Pre-proposal conference is scheduled for this project, all Respondents shall attend the conference and tour all areas referenced in the Solicitation Documents. It shall be grounds for rejecting a Proposal received from a Respondent who did not attend the mandatory pre-proposal conference. No pleas of ignorance by the Respondent of conditions that exist, or that results due to the Respondent's failure to make the necessary examinations or investigations, or in the Respondent's failure to complete any part of the Solicitation Package, will be accepted as basis for varying the requirements of the Contract with the City of South Miami or the compensation of the Respondent. **The City intends to sell the Property "as is, where is" without any representations or warranties.** Proposers are expected to perform any and all due diligence that may be necessary to formulating a proposal, and any such due diligence will be at proposer's sole expense.
28. **Time of Completion:** The time is of the essence with regard to the performance under the Contract to be awarded. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the Contract Documents.
29. **Submittal Requirements:** All Proposals shall comply with the requirements set forth herein and shall include all signed and fully completed forms and Proposal Security required herein. The Proposal cover letter shall be no more than 5 pages, and include all information required to enable the City to fully evaluate the Proposal, including information that relates to the Evaluation Criteria and Minimum Contractual Criteria.
30. **Cancellation of Bid Solicitation:** The City reserves the right to cancel, in whole or part, any request for proposal when it is in the best interest of the City.

31. Respondent shall not discriminate with regard to its hiring of employees or subcontractors or in its purchase of materials or in any way in the performance of its contract, if one is awarded, based on race, color, religion, national origin, sex, age, sexual orientation, disability, or familial status.
32. All respondents, at the time of bid opening, must have fulfilled all prior obligations and commitments to the City in order to have their bid considered, including all financial obligations. Prior to the acceptance of any bid proposal or quotation, the City's Finance Department shall certify that there are no outstanding fines, monies, fees, taxes, liens or other charges owed to the City by the Respondent, any of the Respondent's principal, partners, members or stockholders (collectively referred to as "Respondent Debtors"). A bid, proposal or quotation will not be accepted until all outstanding debts of all Respondent Debtors owed to the City are paid in full. No bidder who is in default of any prior contract with the City may have **their bid considered until the default is cured to the satisfaction of the City Manager. Note: At the City Managers sole discretion, this section may be waived.**
33. **Bid Protest Procedure.** The following procedures shall be used for resolution of protested solicitations and awards. The word "bid", as well as all of its derivations, shall mean a response to a solicitation, including requests for proposals, requests for a letter of interest and requests for qualifications.
  - (a) Notice of Intent to Protest. Any actual or prospective bidder who perceives itself to be aggrieved in connection with any formal solicitation or who intends to contest or object to any bid specifications or any bid solicitation shall file a written notice of intent to file a protest with the City Clerk's office within ten calendar days of the advertisement of this RFP. A notice of intent to file a protest is considered filed when received by the City Clerk's office by e-mail or, if hand delivered, when stamped with the City Clerk's receipt stamp containing the date and time of receipt of a notice of intent to file a protest. Any actual responsive and responsible bidder who perceives itself to be aggrieved in connection with the recommended award of a contract and who wishes to protest the award, shall file a written notice of intent to file a protest with the City Clerk's office within three calendar days after the posting of the Selection Committee's ranking decision. A notice of intent to file a protest is considered filed when received by the City Clerk's office by e-mail or, if hand delivered, when stamped with the City Clerk's receipt stamp containing the date and time of receipt. In order to protest the ranking, a bidder must have standing in accordance with applicable Florida law.
  - (b) Protest of solicitation. A protest of the solicitation or ranking for the award must be in writing ("Protest Letter") and submitted to the City Clerk's office within five calendar days after the date of the filing of the notice of intent to file a protest. The Protest Letter is considered filed when the Protest Letter and the required filing fee of \$1,000 are both timely received by the City Clerk's office. In order for the Protest Letter and filing fee to be considered timely delivered by hand delivery, the date stamp of the Clerk's office must appear on the original Protest Letter and/or a copy of the Protest Letter and the date stamp must also appear on a copy of the check issued for the payment of the filing fee, or, if payment is made in cash, a receipt must be issued by the Clerk's office reflecting the date of receipt of the payment. While the Clerk may accept the Protest Letter by email, the Protest Letter shall not be considered to be timely received until and unless the required filing fee of \$1,000 is received by the City Clerk's office and, if payment is in cash, a receipt is issued with the date of the receipt of payment, or if payment is by check, a copy of the check is stamped by the Clerk with the date stamp of the Clerk's office showing the date of receipt. The Protest Letter shall state with particularity the specific facts and law upon which the protest is based, it shall describe and attach all pertinent documents and evidence relevant and material to the protest and it shall be accompanied by any required filing. The basis for review of the protest shall be the documents and other evidence described in and attached to the Protest Letter and no facts, grounds, documentation, or other evidence not specifically described in and attached to the Protest Letter at the time of its filing shall be permitted or considered in support of the protest.
  - (c) Computation of time. No time will be added to the above time limits for service by mail. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday in which event the period shall run until the next day which is not a Saturday, Sunday, or legal holiday.
  - (d) Challenges. The written protest may not challenge the relative weight of the evaluation criteria or any formula used for assigning points in making an award determination, nor shall it challenge the City's determination of what is in the City's best interest which is one of the criteria for selecting a bidder whose offer may not be the highest bid price.

(e) Authority to resolve protests. The Purchasing Manager, after consultation with the City Attorney, shall issue a written recommendation within ten calendar days after receipt of a valid Protest Letter. Said recommendation shall be sent to the City Manager with a copy sent to the protesting party. The City Manager may then, submit a recommendation to the City Commission for approval or disapproval of the protest, resolve the protest without submission to the City Commission, or reject all proposals.

(f) Stay of procurement during protests. Upon receipt of a timely, proper and valid Protest Letter filed pursuant to the requirements of this section, the City shall not proceed further with the solicitation or with the award or execution of the contract until the protest is resolved by the City Manager or the City Commission as provided in subsection (e) above, unless the City Manager makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid potential harm to the health, safety, or welfare of the public or to protect substantial interests of the City or to prevent youth athletic teams from effectively missing a playing season. The failure to file a protest as set forth hereinabove shall be deemed a waiver of any rights to challenge the decisions of the City.

34. **NON-APPROPRIATION OF FUNDS.** In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under any contract awarded pursuant to this solicitation, then the City, upon written notice to Successful Bidder or their assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense.

35. **NO GUARANTEE.** No guarantee, warranty or representation is made that any particular project(s) will be awarded to any Respondent(s).

END OF SECTION

**Proposal Submittal Checklist Form**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-4400 SW 60 Place**

This checklist indicates the forms and documents required to be submitted for this solicitation and to be presented by the deadline set for within the solicitation. Fulfillment of all solicitation requirements listed is mandatory for consideration of response to the solicitation. Additional documents may be required and, if so, they will be identified in an addendum to this Solicitation. The response shall include the following items:

Attachments and Other Documents described below to be Completed IF MARKED WITH AN "X":	Check Completed.
<p><input checked="" type="checkbox"/> The City will only receive submittals online and electronically through the Demand Star Electronic Bid System (E-Bidding). To register as a business, go to <a href="https://network.demandstar.com/">https://network.demandstar.com/</a>. The City, at its discretion, may request hard copies of Responses received from a specific Respondent or all Respondents.</p>	<hr/> <hr/>
<p><input checked="" type="checkbox"/> Respondents Cost and Technical Proposal, <b>Exhibit II</b></p>	<hr/> <hr/>
<p><input checked="" type="checkbox"/> Irrevocable Letter of Credit, <b>Exhibit III</b></p>	<hr/> <hr/>
<p><input checked="" type="checkbox"/> Florida Relators/Florida Bar As-is Residential Contract, <b>Exhibit VI</b></p>	<hr/> <hr/>
<p><input checked="" type="checkbox"/> Non-Collusion Affidavit</p>	<hr/> <hr/>
<p><input checked="" type="checkbox"/> Related Party Transaction Verification Form</p>	<hr/> <hr/>
<p><input checked="" type="checkbox"/> Presentation Team Declaration/Affidavit of Representation</p>	<hr/> <hr/>

Submit this checklist along with your proposal indicating the completion and submission of each required forms and/or documents.

END OF SECTION

**NON COLLUSION AFFIDAVIT**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-4400 SW 60 Place**

STATE OF FLORIDA            )  
   )  
 COUNTY OF MIAMI-DADE    )

\_\_\_\_\_ being first duly sworn, deposes and states that:

- (1) He/She/They is/are the \_\_\_\_\_  
 (Owner, Partner, Officer, Representative or Agent) of  
 \_\_\_\_\_ the Respondent that has submitted the  
 attached Proposal;
- (2) He/She/They is/are fully informed concerning the preparation and contents of the attached Proposal  
 and of all pertinent circumstances concerning such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives,  
 employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or  
 agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham  
 Proposal in connection with the Work for which the attached Proposal has been submitted; or to  
 refrain from Bidding or proposing in connection with such Work; or have in any manner, directly or  
 indirectly, sought by agreement or collusion, or communication, or conference with any Respondent,  
 firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other  
 Respondent, or to fix any overhead, profit, or cost elements of the Proposal Price or the Proposal  
 Price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful  
 agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any  
 collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other  
 of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
 Witness

By: \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Print Name and Title

\_\_\_\_\_  
 Date

ACKNOWLEDGEMENT

STATE OF FLORIDA            )  
   )  
 COUNTY OF MIAMI-DADE    )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State  
 of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)

**RFP for Sale and Purchase of City Property**

\_\_\_\_\_ and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC:  
SEAL OF OFFICE:

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or type as commissioned.)

\_\_\_\_\_ Personally known to me, or

\_\_\_\_\_ Personal identification:

\_\_\_\_\_  
Type of Identification Produced

\_\_\_\_\_ Did take an oath, or

\_\_\_\_\_ Did Not take an oath.

**RELATED PARTY TRANSACTION VERIFICATION FORM**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-4400 SW 60 Place**

I \_\_\_\_\_, individually and on behalf of \_\_\_\_\_  
("Firm") have *Name of Representative Company/Vendor/Entity* read the City of South Miami ("City")'s Code of Ethics, Section 8A-1 of the City's Code of Ordinances and I hereby certify, under penalty of perjury that to the best of my knowledge, information and belief:

(1) neither I nor the Firm have any conflict of interest (as defined in section 8A-1) with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the City, and

(2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, has any relative(s), as defined in section 8A-1, who is an employee of the City or who is(are) an appointed or elected official of the City, or who is(are) a member of any public body created by the City Commission, i.e., a board or committee of the City, [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (2) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or those who have a financial interest in the Firm.]; and

(3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) has transacted or entered into any contract(s) with the City or has a financial interest, direct or indirect, in any business being transacted with the city, or with any person or agency acting for the city, other than as follows:

\_\_\_\_\_  
\_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (3) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of those who have a financial interest in the Firm.]; and

(4) no elected and/or appointed official or employee of the City of South Miami, or any of their immediate family members (i.e., spouse, parents, children, brothers and sisters) has a financial interest, directly or indirectly, in the contract between you and/or your Firm and the City other than the following individuals whose interest is set forth following their names: \_\_\_\_\_

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). The names of all City employees and that of all elected and/or appointed city officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as follows:

\_\_\_\_\_  
(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (4) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee.]

(5) I and the Firm further agree not to use or attempt to use any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the City, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or benefit or for

the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.

(6) I and the Firm hereby acknowledge that we have not contracted or transacted any business with the City or any person or agency acting for the City, and that we have not appeared in representation of any third party before any board, commission or agency of the City within the past two years other than as follows: \_\_\_\_\_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath).  
X:\Purchasing\Vendor Registration\12.28.12 RELATED PARTY TRANSACTION VERIFICATION FORM [3].docx

(7) Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent, brother or sister) is related by blood or marriage to: (i) any member of the City Commission; (ii) any city employee; or (iii) any member of any board or agency of the City other than as follows: \_\_\_\_\_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (7) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members].

(8) No Other Firm, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") has responded to a solicitation by the City in which I or the Firm that I represent or anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) have also responded, other than the following: \_\_\_\_\_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (8) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation into the Other Firm, or the Firm he/she represents, as to their officers, directors or anyone having a financial interest in those Firms or any of their any member of those persons' immediate family.]

(9) I and the Firm agree that we are obligated to supplement this Verification Form and inform the City of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.

(10) A violation of the City's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the City, and the imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics. Under penalty of perjury, I declare that I have made a diligent effort to investigate the matters to which I am attesting hereinabove and that the statements made hereinabove are true and correct to the best of my knowledge, information and belief.

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Sec. 8A-1. - Conflict of interest and code of ethics ordinance.**

### **(a) Designation.**

This section shall be designated and known as the "City of South Miami Conflict of Interest and Code of Ethics Ordinance." This section shall be applicable to all city personnel as defined below, and shall also constitute a standard of ethical conduct and behavior for all autonomous personnel, quasi-judicial personnel, advisory personnel and departmental personnel. The provisions of this section shall be applied in a cumulative manner. By way of example, and not as a limitation, subsections (c) and (d) may be applied to the same contract or transaction.

**(b) Definitions.** For the purposes of this section the following definitions shall be effective:

- (1) The term "commission members" shall refer to the mayor and the members of the city commission.
- (2) The term "autonomous personnel" shall refer to the members of autonomous authorities, boards and agencies, such as the city community redevelopment agency and the health facilities authority.
- (3) The term "quasi-judicial personnel" shall refer to the members of the planning board, the environmental review and preservation board, the code enforcement board and such other individuals, boards and agencies of the city as perform quasi-judicial functions.
- (4) The term "advisory personnel" shall refer to the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission.
- (5) The term "departmental personnel" shall refer to the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.
- (6) The term "employees" shall refer to all other personnel employed by the city.
- (7) The term "compensation" shall refer to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.
- (8) The term "controlling financial interest" shall refer to ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.
- (9) The term "immediate family" shall refer to the spouse, parents, children, brothers and sisters of the person involved.
- (10) The term "transact any business" shall refer to the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a Solicitation, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.

### **(c) Prohibition on transacting business with the city.**

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal:

- (1) The payment of taxes, special assessments or fees for services provided by the city government;
- (2) The purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time.

*Waiver of prohibition.* The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- (1) An open-to-all sealed competitive proposal has been submitted by a city person as defined in paragraphs (b)(2), (3) and (4);
- (2) The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the state and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a city person defined in paragraphs (b)(2), (3) and (4);
- (3) The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; and
- (4) That the proposed transaction will be in the best interest of the city.

This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

*Provisions cumulative.* This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

### **RFP for Sale and Purchase of City Property**

**(d) Further prohibition on transacting business with the city.**

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The remaining provisions of subsection (c) will also be applicable to this subsection as though incorporated by recitation.

Additionally, no person included in the term defined in paragraph (b)(1) shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any of the persons or entities which would be or might be directly or indirectly affected by any action of the city commission:

(1) Officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or  
(2) Stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in paragraph (b)(1) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in paragraph (b)(1) who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

**(E) Gifts.**

(1) *Definition.* The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

(2) *Exceptions.* The provisions of paragraph (e)(1) shall not apply to:

- a. Political contributions specifically authorized by state law;
- b. Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under paragraph (3);
- c. Awards for professional or civic achievement;
- d. Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature.

(3) *Prohibitions.* A person described in paragraphs (b)(1) through (6) shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give or agree to give to any person included in the terms defined in paragraphs (b)(1) through (6), or for any person included in the terms defined in paragraphs (b)(1) through (6) to accept or agree to accept from another person or entity, any gift for or because of:

- a. An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
- b. A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
- c. A legal duty violated or to be violated, or which could be violated by any person included in the term defined in paragraph (b)(1); or
- d. Attendance or absence from a public meeting at which official action is to be taken.

(4) *Disclosure.* Any person included in the term defined in paragraphs (b)(1) through (6) shall disclose any gift, or series of gifts from anyone person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by chapter 112, Florida Statutes, for "local officers" with the city clerk simultaneously with the filing of the form with the clerk of the county and with the Florida Secretary of State.

**(f) Compulsory disclosure by employees of firms doing business with the city.**

Should any person included in the terms defined in paragraphs (b)(1) through (6) be employed by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the city.

**(g) Exploitation of official position prohibited.**

No person included in the terms defined in paragraphs (b)(1) through (6) shall corruptly use or attempt to use an official position to secure special privileges or exemptions for that person or others.

**(h) Prohibition on use of confidential information.**

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official

position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

**(i) Conflicting employment prohibited.**

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept other employment which would impair independence of judgment in the performance of any public duties.

**(j) Prohibition on outside employment.**

(1) No person included in the terms defined in paragraphs (b)(6) shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:

a. *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.

b. *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subparagraph c. is obtained.

c. *Approval of department head required.* Any outside employment by any full-time city employee must first be approved in writing by the employee's department head who shall maintain a complete record of such employment.

d. *Penalty.* Any person convicted of violating any provision of this subsection shall be punished as provided in section 1-11 of the Code of Miami-Dade County and, in addition shall be subject to dismissal by the appointing authority. The city may also assess against a violator a fine not to exceed \$500.00 and the costs of investigation incurred by the city.

(2) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

**(k) Prohibited investments.**

No person included in the terms defined in paragraphs (b)(1) through (6) or a member of the immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

**(l) Certain appearances and payment prohibited.**

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.

(2) No person included in the terms defined in paragraphs (b)(2), (3) and (4) shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party who has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question.

**(m) Actions prohibited when financial interests involved.**

No person included in the terms defined in paragraphs (b) (1) through (6) shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

**(n) Acquiring financial interests.**

No person included in the terms defined in paragraphs (b)(1) through (6) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

**(o) Recommending professional services.**

No person included in the terms defined in paragraphs (b)(1) through (4) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

**(p) Continuing application after city service.**

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall, for a period of two years after his or her city service or employment has ceased, lobby any city official [as defined in paragraphs (b)(1) through (6)] in connection with any judicial or other proceeding, application, Solicitation, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after his or her service has ceased.

(2) The provisions of the subsection shall not apply to persons who become employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of those entities in their official capacities.

(3) The provisions of this subsection shall apply to all persons described in paragraph (p)(1) whose city service or employment ceased after the effective date of the ordinance from which this section derives.

(4) No person described in paragraph (p)(1) whose city service or employment ceased within two years prior to the effective date of this ordinance shall for a period of two years after his or her service or employment enter into a lobbying contract to lobby any city official in connection with any subject described in paragraph (p)(1) in which the city or one of its agencies is a party or has any direct and substantial interest; and in which he or she participated directly or indirectly through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "directly" where he or she was substantially involved in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "indirectly" where he or she knowingly participated in any way in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. All persons covered by this paragraph shall execute an affidavit on a form approved by the city attorney prior to lobbying any city official attesting that the requirements of this subsection do not preclude the person from lobbying city officials.

(5) Any person who violates this subsection shall be subject to the penalties provided in section 8A-2(p).

**(q) City attorney to render opinions on request.**

Whenever any person included in the terms defined in paragraphs (b)(1) through (6) and paragraph (b)(9) is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics ordinance, or whenever any person who renders services to the city is in doubt as to the applicability of the ordinance that person, may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name.

*(Ord. No. 6-99-1680, § 2, 3-2-99)*

*Editor's note-* Ord. No. 6-99-1680, § 1, adopted 3-2-99, repealed §§ 8A-1 and 8A-2 in their entirety and replaced them with new §§

8A-1 and 8A-2. Former §§ 8A-1 and 8A-2 pertained to declaration of policy and definitions, respectively, and derived from Ord. No. 634, §§ 1 (1A-1), 1 (1A-2) adopted Jan. 11, 1969.

END OF SECTION

**EXHIBIT I**  
**Mandatory Minimum Contractual Criteria for Negotiation of Contract**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-4400 SW 60 Place**

FROM OF CONTRACT	Florida Relators/Florida Bar As-is Residential Contract, <b>Exhibit VI</b>
TOTAL PURCHASE PRICE:	Proposer to provide highest and best offer. All sales must be approved by the City Commission.
FINANCING:	All cash offers; No financing contingency.
<b>INITIAL DEPOSIT</b>	<b>3% of proposed purchase price</b>
DUE DILIGENCE PERIOD:	Sixty (60) days of Contract execution by Seller with right to extend Due Diligence Period an additional thirty (30) days upon payment of an additional 5% Deposit.
TOTAL DEPOSIT:	Upon expiration of Due Diligence Period, an Additional Deposit of the sum of money necessary to bring the total Deposit equal to five percent (5%) of the Total Purchase Price, which Initial and Additional Deposit shall be a Total Deposit of five percent (5%) of the purchase price and shall be non-refundable and paid to City at the expiration of the Due Diligence Period.
CLOSING:	Closing on sale of Property will occur no earlier than 30 days but not later than 6 months following the end of the Due Diligence Period, including any extension agreed to in writing by all parties.
BROKERAGE FEES:	There shall be no brokerage fees in association with this transaction.
AS IS PURCHASE:	The Property is being purchased by Proposer on an “as-is” “where is” basis without representation or warranty by the City.

END OF SECTION

**EXHIBIT II**  
**RESPONDENTS COST AND TECHNICAL PROPOSAL**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-4400 SW 60 Place**

**The Property subject of this RFP includes:**

**4400 SW 60 Place, South Miami, FL 33143**

**(Folio: # 30-4024-029-0130)**

**MAXIMUM BID CASH OFFER FOR THE  
SUBJECT PROPERTY:**

**\$ \_\_\_\_\_**

SUBMITTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

PROPOSAL SUBMITTED BY:

\_\_\_\_\_  
Company/Respondent

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Name of Person Authorized to Submit Proposal

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Title

END OF SECTION

**EXHIBIT III**  
**IRREVOCABLE LETTER OF CREDIT**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-4400 SW 60 Place**

**IRREVOCABLE LETTER OF CREDIT**

**NOTE: PROVIDED BY RESPONDENT**

END OF SECTION

**EXHIBIT IV**

**Miami-Dade Property Appraisers Summary Report**

**SALE AND PURCHASE OF CITY PROPERTY  
RFP #CSM2021-4400 SW 60 Place**

**Miami-Dade Property Appraisers Summary Report for**

**Folio # 30-4024-029-0130**

**4400 SW 60 Place, South Miami, FL 33143**

END OF SECTION

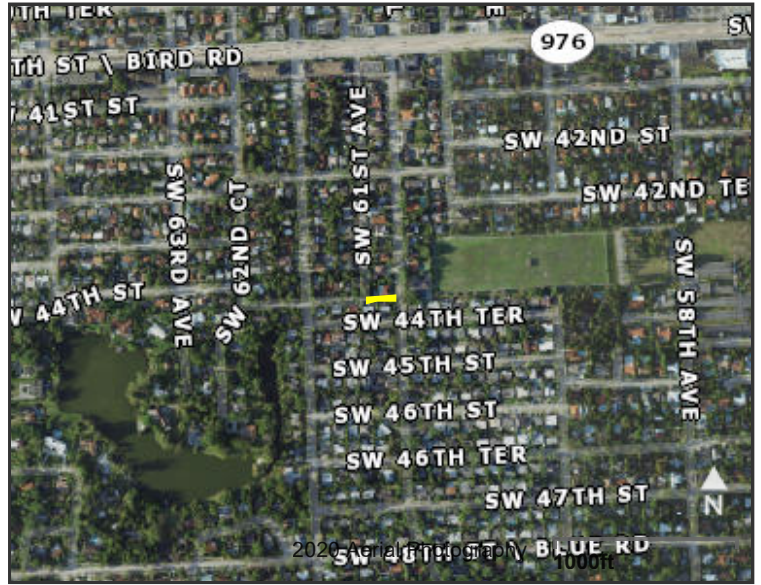


# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 1/4/2021

Property Information	
Folio:	30-4024-029-0130
Property Address:	
Owner	CITY OF SOUTH MIAMI
Mailing Address	6130 SUNSET DR SO MIAMI, FL 33143-5040
PA Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	1,378 Sq.Ft
Year Built	0



Assessment Information			
Year	2020	2019	2018
Land Value	\$13,780	\$13,780	\$13,780
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$13,780	\$13,780	\$13,780
Assessed Value	\$481	\$438	\$399

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction	\$13,299	\$13,342	\$13,381
Municipal	Exemption	\$481	\$438	\$399

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
ALTA TERRA PB 19-67 UNNUMBERED LOT SOUTH OF LOT 13 RESERVED FOR PUMPING PLANT BLK 4 LOT SIZE SITE VALUE

Taxable Value Information			
	2020	2019	2018
<b>County</b>			
Exemption Value	\$481	\$438	\$399
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$13,780	\$13,780	\$13,780
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$481	\$438	\$399
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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:

**EXHIBIT V**  
**Land Appraisers Report**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-4400 SW 60 Place**

**Land Appraisers Report**  
**For 4400 SW 60 Place, South Miami, FL 33143**  
**Prepared by Penser Appraisals**

END OF SECTION

**APPRAISAL OF**



**VACANT LAND**

**LOCATED AT:**

**4400 SW 60th PLACE (APPROX.)  
SOUTH MIAMI, FL 33143**

**FOR:**

**PRIVATE APPRAISAL FOR VALUATION PURPOSES**

**BORROWER:**

**N/A**

**AS OF:**

**January 22, 2021**

**BY:**

**LUIS ALBERTO PENAGOS  
CERT RES RD4729**

**APPRAISER'S CERTIFICATION:**

The following Certification statements are in addition to and may supercede the signed Appraiser's Certification attached to this appraisal report. This Appraiser's Certification is compliant with the current edition of the Uniform Standards of Professional Appraisal Practice.

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

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

I  have  have not made a personal inspection of the property that is the subject of this report. (If more than one person signs this certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property.)

No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated.)

**PURPOSE, INTENDED USE, AND INTENDED USER OF THE APPRAISAL:**

The purpose of the appraisal is to estimate the market value of the subject property, as defined in this report, as of the effective date of this report. The intended use of the appraisal is to assist the client and any other intended users in the underwriting, approval, and funding of the mortgage loan. The intended users of this report are the stated client and any other institutions involved in the underwriting, approval, and funding of the mortgage loan. No one else, including the purchaser and seller, should rely on the estimate of value or any other conclusions contained in this appraisal report.

**ANALYSIS AND REPORT FORM:**

The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales, listings, and/or rentals within the subject market area.

The original source of the comparable data described in the Data Source section of the market grid along with the source of confirmation provided, where available, the original source is presented first. The sources and data are considered reliable. When conflicting information was provided, source deemed most reliable has been used. Data believed to be unreliable was not included in the report or used as a basis for the value conclusion. The extent of the analysis to this assignment is stated in the Appraiser's Certification included above and attached to this report.

**DEFINITION OF INSPECTION:**

The term "Inspection", as used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing systems, mechanical systems, foundation system, floor structure, or subfloor. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested.

**DIGITAL SIGNATURES:**

The signature(s) affixed to this report, and certification, were applied by the original appraiser(s) or supervisory appraiser and represent their acknowledgements of the facts, opinions and conclusions found in the report. Each appraiser(s) applied his or her signature electronically using a password encrypted method. Hence these signatures have more safeguards and carry the same validity as the individual's hand applied signature. If the report has a hand-applied signature, this comment does not apply.

**OPINION OF MARKET VALUE VS ESTIMATE OF MARKET VALUE:**

The current Uniform Standards of Professional Appraisal Practice defines the market value conclusion as an opinion of market value and not an estimate of market value.


**THREE YEAR SALES HISTORY FOR THE SUBJECT PROPERTY:**

The appraiser has complied with Standards Rule 1-5b and 2-2b (ix) requiring the appraiser to analyze and report all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal. If this information was available to the appraiser(s), it is reported in the subject column of Sales Comparison Analysis section of the appraisal report.

**EXPOSURE PERIOD:**

By studying the sales of similar comparable residential properties with value ranges as identified in the Neighborhood section of this report and discussions with individuals knowledgeable of current neighborhood trends in the subject area, the appraiser feels that the exposure time for the subject property is equal to the indicated Marketing Time identified in the Neighborhood section of this appraisal report.

**APPRAISER:**

Signature   
 Name **LUIS ALBERTO PENAGOS**  
 Date Report Signed **01/26/2021**  
 State Certification # **CERT RES RD4729** State **FL**  
 Or State License # \_\_\_\_\_ State \_\_\_\_\_

**SUPERVISORY APPRAISER:**

Signature \_\_\_\_\_  Did  Did Not  
 Name **Luis Alberto Penagos** Inspect Property  
 Date Report Signed \_\_\_\_\_  
 State Certification # **CERT RES RD4729** State **FL**  
 Or State License # \_\_\_\_\_ State \_\_\_\_\_



**PENSER APPRAISALS  
LAND APPRAISAL REPORT**

File No. **05016480**

<b>SUBJECT</b>	Property Address <b>4400 SW 60th PLACE (APPROX.)</b> Census Tract <b>0076.01</b>	<b>LENDER DISCRETIONARY USE</b> Sale Price \$ _____ Date _____ Mortgage Amount \$ _____ Mortgage Type _____ Discount Points and Other Concessions _____ Paid by Seller \$ _____ Source _____
	City <b>SOUTH MIAMI</b> County <b>MIAMI-DADE</b> State <b>FL</b> Zip Code <b>33143</b>	
	Legal Description <b>See Attached Addendum.</b>	
	Owner/Occupant <b>CITY OF SOUTH MIAMI</b> Map Reference <b>54-40-24</b>	
	Sale Price \$ <b>N/A</b> Date of Sale <b>N/A</b>	
Loan charges/concessions to be paid by seller \$ <b>N/A</b>	Property Rights Appraised	
R.E. Taxes \$ <b>0.00</b> Tax Year <b>2020</b> HOA \$/Mo. <b>N/A</b>	<input checked="" type="checkbox"/> Fee Simple	
Lender/Client <b>PRIVATE APPRAISAL FOR VALUATION PURPOSES</b>	<input type="checkbox"/> Leashold	
	<input type="checkbox"/> Condominium (HUD/VA)	
	<input type="checkbox"/> PUD	

<b>NEIGHBORHOOD</b>	<b>LOCATION</b>	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	<b>NEIGHBORHOOD ANALYSIS</b>	Good	Avg.	Fair	Poor	
	<b>BUILT UP</b>	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%		Employment Stability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>GROWTH RATE</b>	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow		Convenience to Employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>PROPERTY VALUES</b>	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining		Convenience to Shopping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>DEMAND/SUPPLY</b>	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply		Convenience to Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>MARKETING TIME</b>	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 3-6 Mos.	<input type="checkbox"/> Over 6 Mos.	Adequacy of Public Transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>PRESENT LAND USE %</b>	<b>LAND USE CHANGE</b>	<b>PREDOMINANT OCCUPANCY</b>	<b>SINGLE FAMILY HOUSING</b>	Recreation Facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Single Family <b>94%</b>	Not Likely <input checked="" type="checkbox"/>	Owner <input checked="" type="checkbox"/>	PRICE AGE	Adequacy of Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2-4 Family <b>0%</b>	Likely <input type="checkbox"/>	Tenant <input type="checkbox"/>	\$(000) (yrs)	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Multi-Family <b>0%</b>	In process <input type="checkbox"/>	Vacant (0-5%) <input checked="" type="checkbox"/>	<b>230</b> Low <b>2</b>	Protection from Detrimental Cond.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Commercial <b>5%</b>	To: _____	Vacant (over 5%) <input type="checkbox"/>	<b>3300</b> High <b>102</b>	Police & Fire Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Industrial <b>0%</b>			Predominant	General Appearance of Properties	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Vacant <b>1%</b>			<b>600</b> - <b>67</b>	Appeal to Market	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Note: Race or the racial composition of the neighborhood are not considered reliable appraisal factors. COMMENTS: **THE SUBJECT IS LOCATED IN AN ESTABLISHED RESIDENTIAL NEIGHBORHOOD CONSISTING OF SINGLE FAMILY HOMES. NO FACTORS WERE OBSERVED WHICH MAY ADVERSELY AFFECT MARKETABILITY. SCHOOLS, SHOPPING, PLACES OF WORSHIP, MEDICAL FACILITIES AND PUBLIC TRANSPORTATION ARE IN CLOSE PROXIMITY.**


<b>SITE</b>	Dimensions <b>NOT RECORDED IN TAX ROLLS</b>	Topography	<b>LEVEL</b>
	Site Area <b>1,378 Sq.Ft./TAX RECORDS</b> Corner Lot <b>NO (SIZE NOT RECD.)</b>	Size	<b>TYPICAL FOR AREA</b>
	Zoning Classification <b>RU-1 - SINGLE-FAMILY RESIDENTIAL</b> Zoning Compliance <b>LEGAL</b>	Shape	<b>RECTANGULAR</b>
	HIGHEST & BEST USE: Present Use <b>RESIDENTIAL</b> Other Use <b>VACANT LAND</b>	Drainage	<b>APPEARS ADEQUATE</b>
	<b>UTILITIES</b> Public Other	<b>SITE IMPROVEMENTS</b> Type Public Private	View
Electricity <input checked="" type="checkbox"/>	Street <b>ASPHALT</b> <input checked="" type="checkbox"/>	Landscaping	<b>TYPICAL</b>
Gas <input type="checkbox"/>	Curb/Gutter <b>NONE</b> <input type="checkbox"/>	Driveway	<b>NONE</b>
Water <input checked="" type="checkbox"/>	Sidewalk <b>NONE</b> <input type="checkbox"/>	Apparent Easements	<b>NONE</b>
Sanitary Sewer <input checked="" type="checkbox"/>	Street Lights <b>NONE</b> <input type="checkbox"/>	FEMA Flood Hazard Yes* _____ No <input checked="" type="checkbox"/>	
Storm Sewer <input type="checkbox"/>	Alley <b>NONE</b> <input type="checkbox"/>	FEMA* Map/Zone <b>X</b>	
<b>Comments</b> (Apparent adverse easements, encroachments, special assessments, slide areas, etc.): <b>NO APPARENT ADVERSE EASEMENTS, ENCROACHMENTS, OR OTHER ADVERSE CONDITIONS OBSERVED.</b>			

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	<b>4400 SW 60th PLACE SOUTH MIAMI, FL</b>	<b>5341 SW 67th AVENUE SOUTH MIAMI, FL 33155</b>		<b>6721 SW 62nd COURT SOUTH MIAMI, FL 33143</b>		<b>6747 SW 78th TERRACE SOUTH MIAMI, FL 33143</b>	
Proximity to Subject		<b>0.87 miles SW</b>		<b>1.53 miles SW</b>		<b>2.29 miles SW</b>	
Sales Price	\$ <b>N/A</b>	\$ <b>399,000</b>		\$ <b>325,000</b>		\$ <b>430,000</b>	
Price/ PER S.F.	\$ <b>N/A</b>	\$ <b>39.34</b>		\$ <b>30.41</b>		\$ <b>34.40</b>	
Data Source	<b>RQST/T.R.</b>	<b>REALQUEST/MLS/TAX REC.</b>		<b>REALQUEST/MLS/TAX REC.</b>		<b>REALQUEST/MLS/TAX REC.</b>	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment
Sales or Financing		<b>CASH</b>		<b>CASH</b>		<b>CASH</b>	
Concessions		<b>NONE</b>		<b>NONE</b>		<b>NONE</b>	
Date of Sale/Time	<b>N/A</b>	<b>CLSD 01/15/21</b>		<b>CLSD 12/11/20</b>		<b>CLSD 08/25/20</b>	
Location	<b>SUBURBAN</b>	<b>SUBURBAN</b>		<b>SUBURBAN</b>		<b>SUBURBAN</b>	
Site/View	<b>1,378 Sq.Ft.</b>	<b>10,141 Sq.Ft.</b>	<b>-304,000</b>	<b>10,686 Sq.Ft.</b>	<b>-320,000</b>	<b>12,500 Sq.Ft.</b>	<b>-386,000</b>
UTILIT. TO SITE	<b>FPL</b>	<b>FPL</b>		<b>FPL</b>		<b>FPL</b>	
ZONING	<b>RS-4 (S.F.-GEN.)</b>	<b>RS-4 (S.F.-GEN.)</b>		<b>RS-4 (S.F.-GEN.)</b>		<b>RS-4 (S.F.-GEN.)</b>	
OTHER	<b>NONE</b>	<b>NONE</b>		<b>NONE</b>		<b>NONE</b>	
MLS	<b>NONE</b>	<b>MLS#A10943328</b>		<b>MLS#A10606573</b>		<b>MLS#A10820891</b>	
Net Adj. (total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ <b>304,000</b>	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ <b>320,000</b>	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ <b>386,000</b>
Indicated Value of Subject		Gross: <b>76.2</b>		Gross: <b>98.5</b>		Gross: <b>89.8</b>	
		Net: <b>-76.2</b>	\$ <b>95,000</b>	Net: <b>-98.5</b>	\$ <b>5,000</b>	Net: <b>-89.8</b>	\$ <b>44,000</b>
Comments of Sales Comparison: <b>SUBJECT PROPERTY FOLIO NUMBER: 30-4024-029-0130. SEE ADDENDUM.</b>							

Comments and Conditions of Appraisal: **THIS APPRAISAL IS INTENDED FOR VALUATION PURPOSES. THIS REPORT IS NOT INTENDED FOR ANY OTHER USE.**

Final Reconciliation: **FINAL RELIANCE IS PLACED UPON THE MARKET APPROACH TO VALUE BECAUSE OF THE RELIABILITY OF AVAILABLE MARKET DATA.**

<b>RECONCILIATION</b>	I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF <b>January 22, 2021</b> to be \$ <b>45,000</b>
	I (We) certify: that to the best of my (our) knowledge and belief, the facts and data used herein are true and correct; that I (we) personally inspected the subject property and inspected all comparable sales cited in this report; and that I (we) have no undisclosed interest, present or prospective therein.
	Appraiser(s)  <b>LUIS ALBERTO PENAGOS</b> Review Appraiser (if applicable) _____ <input type="checkbox"/> Did <input type="checkbox"/> Did Not Inspect Property

**ADDENDUM**

Borrower: n/a	File No.: 05016480	
Property Address: 4400 SW 60th PLACE (APPROX.)	Case No.:	
City: SOUTH MIAMI	State: FL	Zip: 33143
Lender: PRIVATE APPRAISAL FOR VALUATION PURPOSES		

**Legal Description**

ALTA TERRA PB 19-67UNNUMBERED LOT SOUTH OF LOT 13RESERVED FOR PUMPING PLANT BLK 4

**Comments on Sales Comparison**

**NOTES TO READER**

**- Reconciliation of Sales Approach to Value**

**Emphasis was given to all the sales when arriving at the subject's final market value estimate. All the comparable sales were arranged in the market grid in order of relevance taking into consideration proximity and date of sale.**

**The appraiser has made an extensive search of the subject neighborhood and nearby neighborhoods in order to select the best comparable sales available. The search criteria utilized in this report to find the comparables being presented was: 1) To find comparables that sold within the previous 6 months from the effective date of the appraisal report, 2) To find comparables that were located within the mile from the subject property, 3) To find comparables most comparable to the subject property considering factors of location, size, age, condition, style and features, 4) To find comparables that were located within the subject's neighborhood boundaries. All the comparable sales being utilized in this appraisal were all located within the subject's neighborhood boundaries. All the sales presented in the appraisal report are considered to be excellent indicators of the subject's current market value estimate. This is based on the appraiser's judgement that these sales are among the most comparable to the subject property considering factors of location, size, age, condition, style and features. The final opinion of value was reconciled by the final arithmetic mean of the final adjusted sales prices of the 3 closed sales presented in the appraisal report.**

**- The subject's area consist of a wide range of properties types, varying in size, quality, condition and price. The range of property values is typical of the area and marketability on all the value ranges is average. Therefore, any deviation from the predominant value should have no effect on marketability and/or market value.**

**- The subject is located in an established residential neighborhood consisting of single family homes. It is located in the city of South Miami in Miami-Dade county. Schools and family amenities are in close proximity with shopping available along the major arteries.**

**CONDITIONS OF APPRAISAL**

A digital signature has been applied to this report by the appraiser. I certify that this is a true and original signature. This and all reports that are issued via Electronic Data Exchange are released in a "Locked" or "Read Only" mode. As such, the appraiser is the sole individual who can amend or change this report.

**SUPPLEMENTAL ADDENDUM**

**PURPOSE OF APPRAISAL**

The purpose of this report is to estimate the market value of the subject property as of the date indicated. The subject is appraised on the basis of conventional financing, unaffected by any special financing, fees, costs or credits.

**SCOPE OF THE APPRAISAL**

The "scope of the appraisal" means the extent of the process of collecting, confirming and reporting data pertinent to the formation of a market value estimate for the subject property. The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables are shown in the Data Source section of the market grid, along with sources of confirmation, if available. When conflicting information was provided, the source deemed most reliable was used. Data believed unreliable was not included in the report, nor used as a basis for the value conclusion. All of the relevant aspects of the verified data relied upon, as known to the appraiser, is reported within this report. Descriptive

## ADDENDUM

Borrower: n/a

File No.: 05016480

Property Address: 4400 SW 60th PLACE (APPROX.)

Case No.:

City: SOUTH MIAMI

State: FL

Zip: 33143

Lender: PRIVATE APPRAISAL FOR VALUATION PURPOSES

factors and a discussion of the data are included within the appropriate sections of this report.

### HIGHEST AND BEST USE

Highest and Best Use. The reasonable probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

Highest and best use of land or site as though vacant. The use of a property based on the assumption that a parcel of land is vacant or can be made vacant through demolition of any improvements.

Highest and best use of property as improved. The use that should be made of a property as it exists.

The opinion of Highest and Best indicated in this report takes into account these factors and the nature of the subject property as it compares with the surrounding neighborhood.

### CONDITION OF COMPONENTS

The appraisal calls for opinions of condition on certain components of the subject improvements including, but not limited to; appliances, heating/cooling, surfaces, electrical, mechanical, roof, and plumbing systems. The conditions indicated in this report are based on observations made at the time of inspection. They rely on reasonable expectations as to adequacy as well as visual indications; and are based upon neighborhood standards. The observations do not constitute certifications; and if certification is required a legally qualified consultant should be retained.

### ZONING AND BUILDING COMPLIANCE

The opinion of zoning compliance expressed in this report is based on inspection of the property, and generally available information with respect to the assigned zoning classification, and does not represent a certification of compliance. This report also assumes that the property as inspected was built in compliance with all applicable codes, regulations and that all necessary permits were obtained.

### ENVIRONMENTAL

Unless otherwise stated in this report, the existence of hazardous material, storage items, containers, or material that are not intended for normal and average consumer usage around the home, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

### FLOOD ZONE

The flood zone indicated on this report was obtained from flood insurance rate maps (firm), issued by the federal emergency management agency (FEMA). The zone indicated in the yes/no space on the first page of this report refers to whether or not the subject property lies in a FEMA or HUD defined flood hazard area. It does not refer to flood insurance requirements, which are set by policy of lenders and participants in the mortgage markets.

Occasionally, a property will be located on or near a flood zone boundary line making it difficult to determine the exact zone, given the limited detail of the firm maps. In these instances the most hazardous zone will be indicated on the report. Final verification of the zone should be made by engineering survey.

### PERSONAL PROPERTY

Personal property, including those items which are not permanently attached/affixed to the real property, have not been included in the estimate of value unless otherwise indicated. Examples of the

ADDENDUM

Borrower: n/a	File No.: 05016480	
Property Address: 4400 SW 60th PLACE (APPROX.)	Case No.:	
City: SOUTH MIAMI	State: FL	Zip: 33143
Lender: PRIVATE APPRAISAL FOR VALUATION PURPOSES		

mentioned include above ground pools, counter top microwaves ovens, moveable dishwashers, furniture, etc.

SUBJECT SKETCH

The appraiser is not a surveyor; therefore the dimensions are approximate and the diagram is for visual aid only.

SQUARE FOOTAGE - COMPARABLE SALES

The appraiser uses actual living area in the market analysis for the subject and the comparable sale properties. The living area utilized for the comparable sales has been obtained from the Public Records/Tax Rolls and may have been further modified by the field appraiser's observation of the actual improvements.

The living area of the comparable sales has been estimated to the best of the appraiser's observations and information obtainable. However, the appraiser has not measured the sale properties or had benefit of surveys, unless otherwise noted.

TAXES/LEGAL DESCRIPTION

This information has been derived through public record sources/tax rolls as provided by F.A.R.E.S. to our office.

COST APPROACH

The replacement costs utilized within this appraisal are obtained from the "Marshall & Swift Cost Handbook" and rounded. The appropriate cost adjustments were made for size and style of the improvements. These cost figures are frequently compared to actual construction costs supplied by local builders.

The site value was based upon recent sales of comparable sites in the Subject's general neighborhood or competing neighborhoods. If no land sales were available, the site value was abstracted from improved sales from within the Subject's immediate area.

If the subject property is a condominium unit, the cost approach is not considered appropriate and therefore was not utilized in this report.

MARKET APPROACH

The adjustments for sales/financing concessions are not necessarily the stated value of the concessions, but rather the market-indicated impact of such concessions. Whenever possible, financial considerations have been verified by buyer, seller or sales agent.

It is the appraiser's opinion that the comparable sales utilized are the most reflective of the market for the Subject property.

INCOME APPROACH

The Income Approach is premised on capitalizing a net operating income from a property to arrive at an indicated value. Residential property is typically purchased for its intangible assets, and not for the purposes of generating income. Furthermore, the lack of reliable rental data makes this approach too weak to utilize.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

## **STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION**

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc. ) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc. ) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated ) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.


**APPRAISERS CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to , or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and Limiting Conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** 4400 SW 60th PLACE (APPROX.), SOUTH MIAMI, FL, 33143

**APPRAISER:**

Signature:   
 Name: LUIS ALBERTO PENAGOS  
 Date Signed: 01/26/2021  
 State Certification #: CERT RES RD4729  
 or State License #: \_\_\_\_\_  
 State: FL  
 Expiration Date of Certification or License: 11/30/2022

**SUPERVISORY APPRAISER (only if required)**

Signature: \_\_\_\_\_  
 Name: Luis Alberto Penagos  
 Date Signed: \_\_\_\_\_  
 State Certification #: CERT RES RD4729  
 or State License #: \_\_\_\_\_  
 State: FL  
 Expiration Date of Certification or License: \_\_\_\_\_

Did  Did Not Inspect Property

**CERT RES RD4729**

LOCATION MAP

Borrower: n/a

File No.: 05016480

Property Address: 4400 SW 60th PLACE (APPROX.)

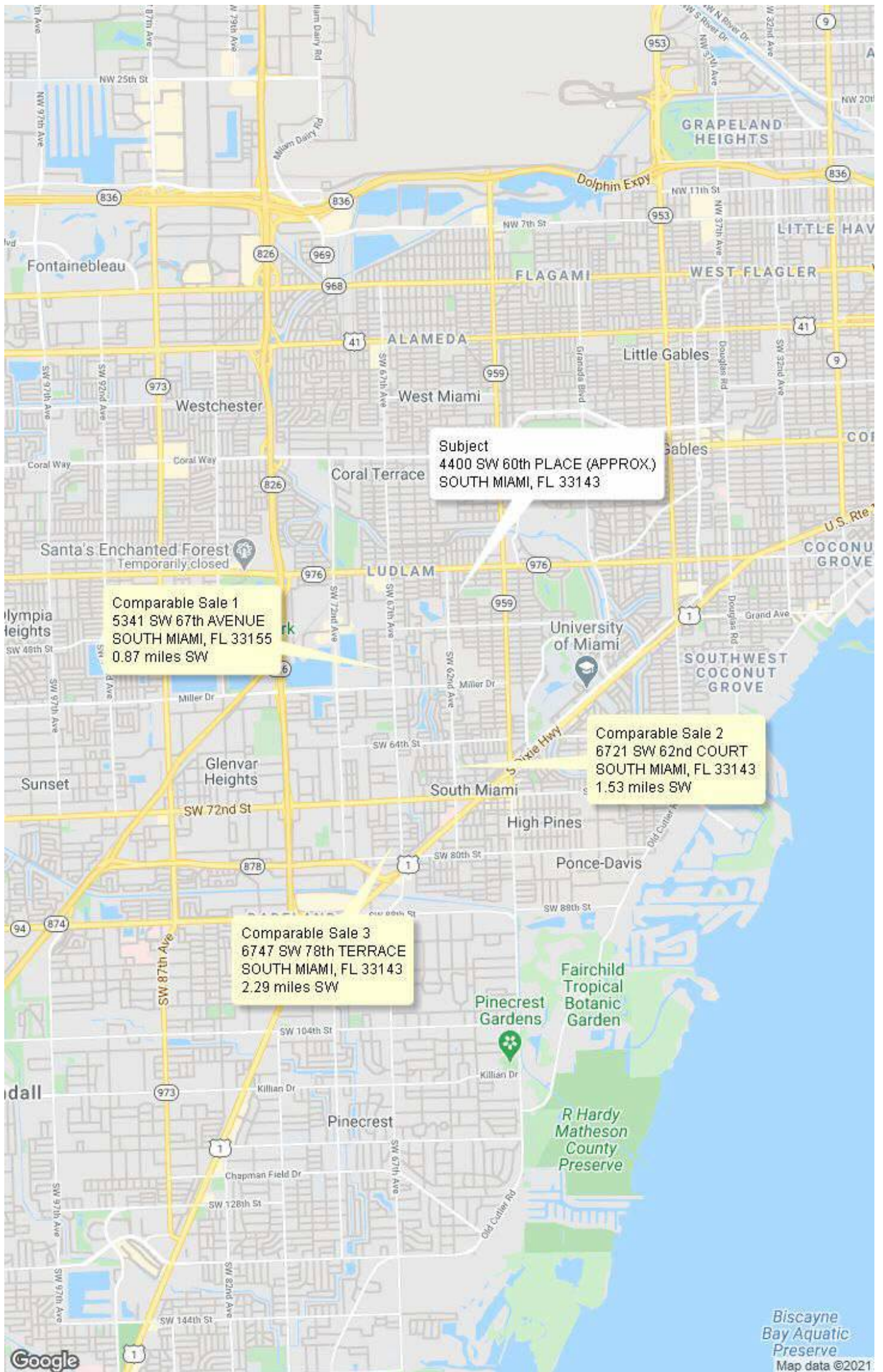
Case No.:

City: SOUTH MIAMI

State: FL

Zip: 33143

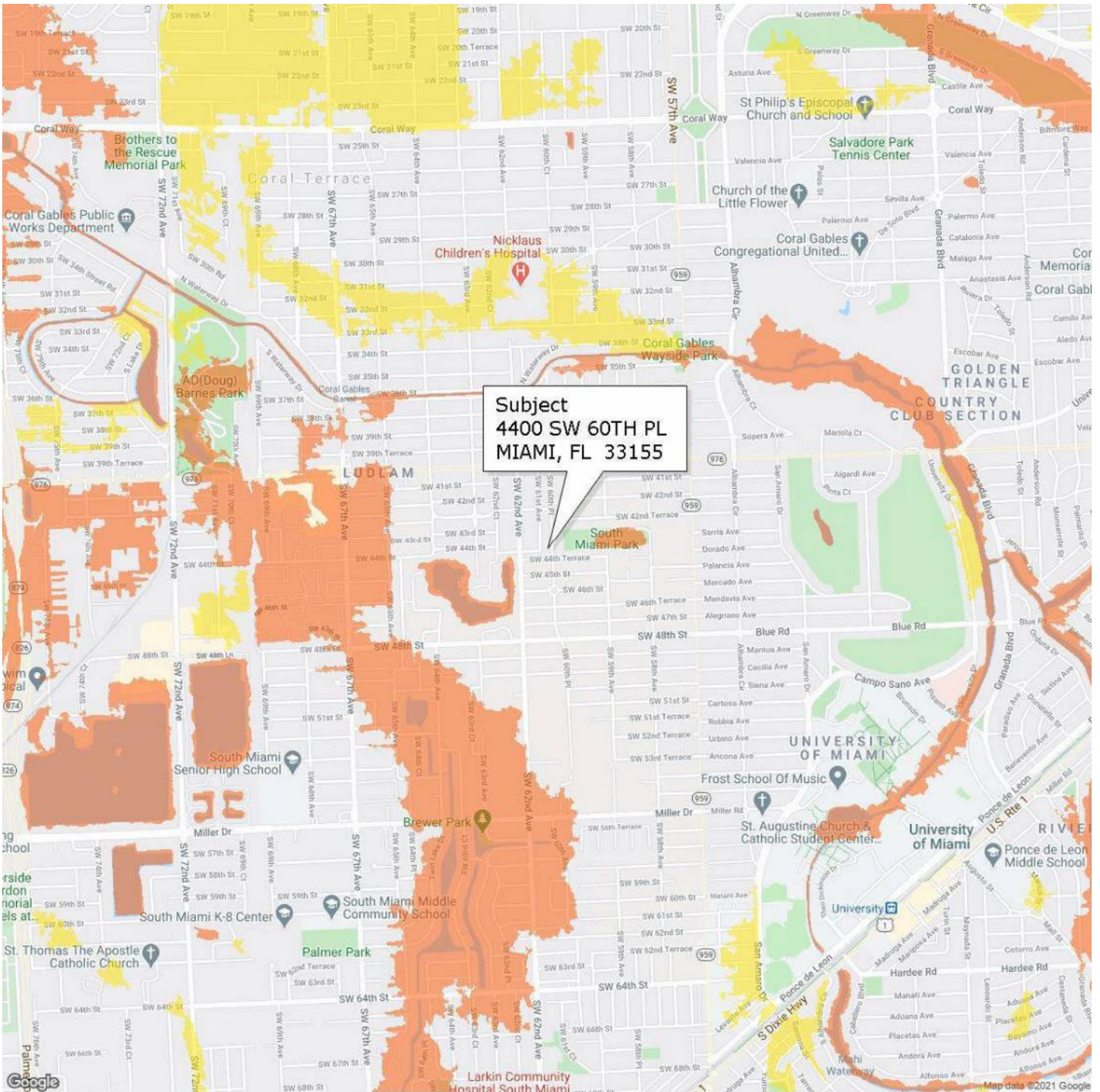
Lender: PRIVATE APPRAISAL FOR VALUATION PURPOSES



**FLOOD MAP**

Borrower: **n/a**  
 Property Address: **4400 SW 60th PLACE (APPROX.)**  
 City: **SOUTH MIAMI**  
 Lender: **PRIVATE APPRAISAL FOR VALUATION PURPOSES**

File No.: **05016480**  
 Case No.:  
 State: **FL**  
 Zip: **33143**



**FLOOD INFORMATION**

**Community:** MIAMI - DADE COUNTY  
 Property is **NOT** in a FEMA Special Flood Hazard Area  
**Map Number:** 12086C0456L  
**Panel:** 12086C0456  
**Zone:** X  
**Map Date:** 09-11-2009  
**FIPS:** 12086  
**Source:** FEMA DFIRM

**LEGEND**

- = FEMA Special Flood Hazard Area – High Risk
- = Moderate and Minimal Risk Areas
- Road View:**
- = Forest
- = Water

**Sky Flood™**

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

PLAT MAP

Borrower: n/a

File No.: 05016480

Property Address: 4400 SW 60th PLACE (APPROX.)

Case No.:

City: SOUTH MIAMI

State: FL

Zip: 33143

Lender: PRIVATE APPRAISAL FOR VALUATION PURPOSES



PENSER APPRAISALS

Borrower: <b>n/a</b>	File No.: <b>05016480</b>
Property Address: <b>4400 SW 60th PLACE (APPROX.)</b>	Case No.:
City: <b>SOUTH MIAMI</b>	State: <b>FL</b> Zip: <b>33143</b>
Lender: <b>PRIVATE APPRAISAL FOR VALUATION PURPOSES</b>	

Property Search Application - Miami-Dade County

Page 1 of 1

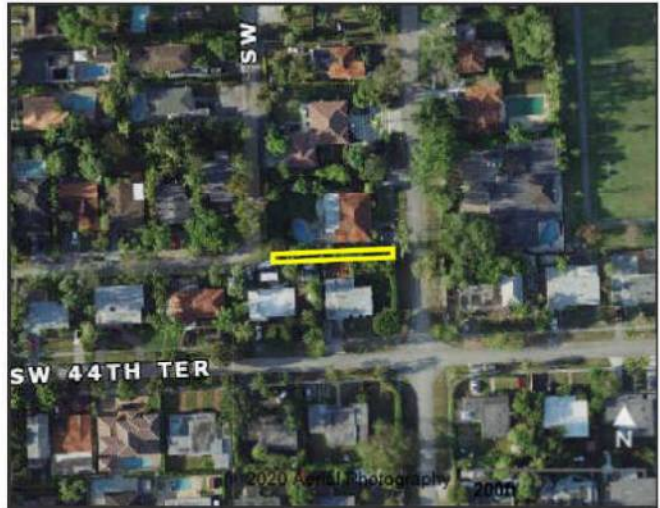


# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 1/26/2021

Property Information	
Folio:	30-4024-029-0130
Property Address:	
Owner	CITY OF SOUTH MIAMI
Mailing Address	6130 SUNSET DR SO MIAMI, FL 33143-5040
PA Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	1,378 Sq.Ft
Year Built	0



Assessment Information			
Year	2020	2019	2018
Land Value	\$13,780	\$13,780	\$13,780
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$13,780	\$13,780	\$13,780
Assessed Value	\$481	\$438	\$399

Taxable Value Information			
	2020	2019	2018
<b>County</b>			
Exemption Value	\$481	\$438	\$399
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$13,780	\$13,780	\$13,780
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$481	\$438	\$399
Taxable Value	\$0	\$0	\$0

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction	\$13,299	\$13,342	\$13,381
Municipal	Exemption	\$481	\$438	\$399

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

Short Legal Description
ALTA TERRA PB 19-67 UNNUMBERED LOT SOUTH OF LOT 13 RESERVED FOR PUMPING PLANT BLK 4 LOT SIZE SITE VALUE

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:

PENSER APPRAISALS

Borrower: n/a

File No.: 05016480

Property Address: 4400 SW 60th PLACE (APPROX.)

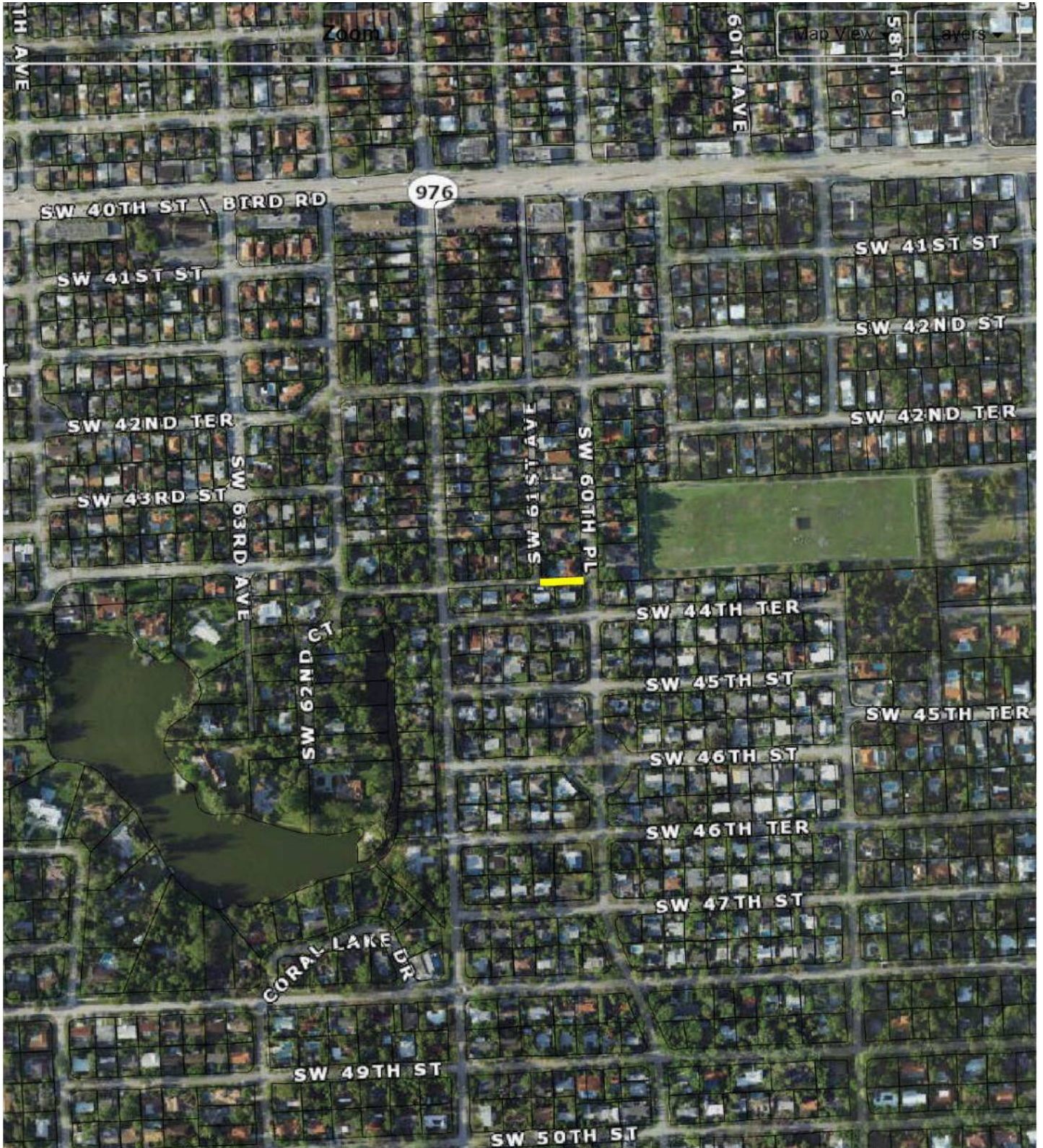
Case No.:

City: SOUTH MIAMI

State: FL

Zip: 33143

Lender: PRIVATE APPRAISAL FOR VALUATION PURPOSES



**SUBJECT PROPERTY PHOTO ADDENDUM**

Borrower: <b>n/a</b>	File No.: <b>05016480</b>
Property Address: <b>4400 SW 60th PLACE (APPROX.)</b>	Case No.:
City: <b>SOUTH MIAMI</b>	State: <b>FL</b> Zip: <b>33143</b>
Lender: <b>PRIVATE APPRAISAL FOR VALUATION PURPOSES</b>	



**FRONT VIEW OF  
SUBJECT PROPERTY**

Appraised Date: **January 22, 2021**  
Appraised Value: \$ **45,000**



**REAR VIEW OF  
SUBJECT PROPERTY**



**STREET SCENE**

Borrower: <b>n/a</b>	File No.: <b>05016480</b>
Property Address: <b>4400 SW 60th PLACE (APPROX.)</b>	Case No.:
City: <b>SOUTH MIAMI</b>	State: <b>FL</b> Zip: <b>33143</b>
Lender: <b>PRIVATE APPRAISAL FOR VALUATION PURPOSES</b>	



**SUBJECT PROPERTY**



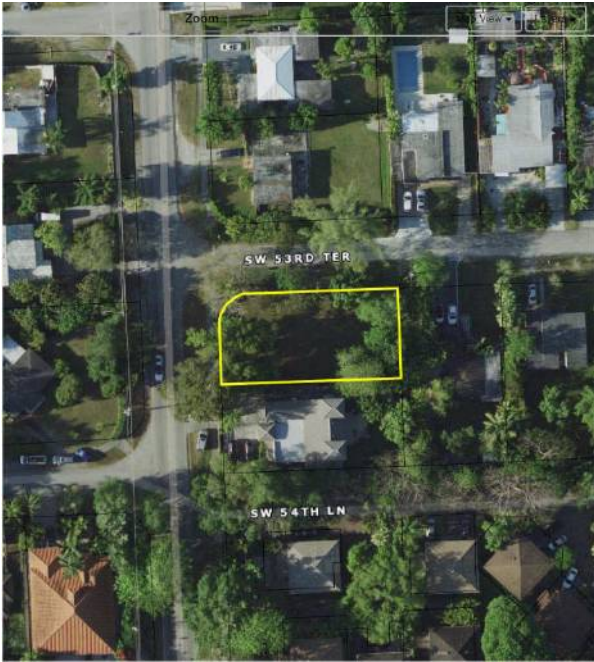
**SUBJECT'S STREET SCENE**



**SUBJECT'S STREET SCENE**

**COMPARABLE PROPERTY PHOTO ADDENDUM**

Borrower: <b>n/a</b>	File No.: <b>05016480</b>
Property Address: <b>4400 SW 60th PLACE (APPROX.)</b>	Case No.:
City: <b>SOUTH MIAMI</b>	State: <b>FL</b> Zip: <b>33143</b>
Lender: <b>PRIVATE APPRAISAL FOR VALUATION PURPOSES</b>	



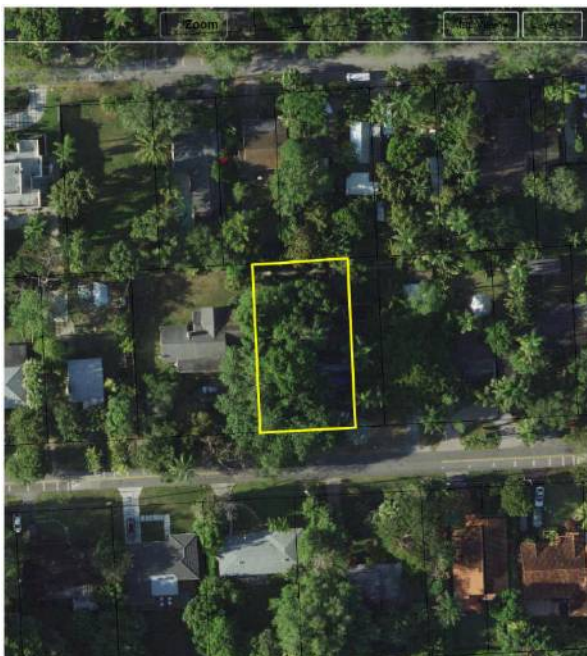
**COMPARABLE SALE #1**

**5341 SW 67th AVENUE**  
**SOUTH MIAMI, FL 33155**  
Sale Date: **CLSD 01/15/21**  
Sale Price: \$ **399,000**



**COMPARABLE SALE #2**

**6721 SW 62nd COURT**  
**SOUTH MIAMI, FL 33143**  
Sale Date: **CLSD 12/11/20**  
Sale Price: \$ **325,000**




**COMPARABLE SALE #3**

**6747 SW 78th TERRACE**  
**SOUTH MIAMI, FL 33143**  
Sale Date: **CLSD 08/25/20**  
Sale Price: \$ **430,000**


PENSER APPRAISAL

Borrower: <b>n/a</b>	File No.: <b>05016480</b>
Property Address: <b>4400 SW 60th PLACE (APPROX.)</b>	Case No.:
City: <b>SOUTH MIAMI</b>	State: <b>FL</b> Zip: <b>33143</b>
Lender: <b>PRIVATE APPRAISAL FOR VALUATION PURPOSES</b>	



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA REAL ESTATE APPRAISAL BD**

THE CERTIFIED RESIDENTIAL APPRAISER HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



**PENAGOS, LUIS ALBERTO**  
16559 SW 61ST LN  
MIAMI FL 33193

**LICENSE NUMBER: RD4729**

**EXPIRATION DATE: NOVEMBER 30, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

PENSER APPRAISALS

Borrower: <b>n/a</b>	File No.: <b>05016480</b>
Property Address: <b>4400 SW 60th PLACE (APPROX.)</b>	Case No.:
City: <b>SOUTH MIAMI</b>	State: <b>FL</b> Zip: <b>33143</b>
Lender: <b>PRIVATE APPRAISAL FOR VALUATION PURPOSES</b>	



Real Estate Appraisers  
Errors and Omissions Policy

**Declarations**

Agency	Branch	Prefix	Policy Number
078990	969	RIA65261408220	

Insurance is provided by  
Continental Casualty Company,  
151 North Franklin Street, Chicago, IL 60606  
A Stock Insurance Company.

**1. NAMED INSURED AND MAILING ADDRESS:**

Luis Alberto Penagos  
16559 SW 61 Lane  
Miami, FL 33193

**NOTICE TO POLICYHOLDERS:**

The Errors and Omissions Liability coverage  
afforded by this policy is on a Claims Made and  
Reported basis. Claim Expenses will reduce the  
Limits of Liability. Please review the policy  
carefully and discuss this coverage with your  
insurance agent or broker.

**2. POLICY PERIOD:** Inception: 11/08/2020 Expiration: 11/08/2021  
at 12:01 A.M. Standard time at your address shown above.

**3. ERRORS AND OMISSIONS LIABILITY:**

A. Limits of Liability:	Each Claim:	\$1,000,000	Aggregate:	\$1,000,000
B. Discrimination Limits of Liability:				\$100,000
C. Deductible:	Each Claim:	\$1,000		
D. First Coverage Date:	11/08/2020			
E. Prior Acts Date:	11/08/2005			

**4. PREMIUM**

Total Premium: \$567.00

**5. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:**

CNA88632XX	Individual Real Estate Appraisers
CNA90097XX	Vicarious Liability Endorsement
CNA91170FL	Amendatory Endorsement - Florida
GSL7541FL	Cancellation/Non-Renewal Endorsement - Florida

CNA90182XX ED 09-2017

I - 1372979 B - 36630

*Kathleen W. Curry*  
Countersigned by Authorized Representative

**EXHIBIT VI**  
**FORM OF CONTRACT**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-4400 SW 60 Place**

**FLORIDA RELATORS/FLORIDA BAR AS-IS RESIDENTIAL  
CONTRACT**

END OF SECTION

“AS IS” Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



1\* PARTIES: \_\_\_\_\_ (“Seller),
2\* and \_\_\_\_\_ (“Buyer”),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively “Property”) pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and
5 any riders and addenda (“Contract”):

6 1. PROPERTY DESCRIPTION:

- 7\* (a) Street address, city, zip: \_\_\_\_\_
8\* (b) Property is located in: \_\_\_\_\_ County, Florida. Real Property Tax ID No.: \_\_\_\_\_
9\* (c) Real Property: The legal description is \_\_\_\_\_

10
11
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached
13 wall-to-wall carpeting and flooring (“Real Property”) unless specifically excluded in Paragraph 1(e) or by other terms
14 of this Contract.

- 15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which
16 are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase
17 range(s)/(oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and
18 draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access
19 devices, and storm shutters/panels (“Personal Property”).
20\* Other items included in this purchase are: \_\_\_\_\_

21
22 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- 23\* (e) The following items are excluded from the purchase: \_\_\_\_\_

24
25 PURCHASE PRICE AND CLOSING

- 26\* 2. PURCHASE PRICE (U.S. currency): ..... \$ \_\_\_\_\_
27\* (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) ... \$ \_\_\_\_\_
28 The initial deposit made payable and delivered to "Escrow Agent", named below
29\* (CHECK ONE): (i)  accompanies offer or (ii)  is to be made within \_\_\_\_\_(if left blank,
30 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)
31 SHALL BE DEEMED SELECTED
32\* Escrow Agent Information: Name: \_\_\_\_\_
33\* Address \_\_\_\_\_
34\* Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_
35\* (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10)
36\* days after Effective Date..... \$ \_\_\_\_\_
37 (All deposits paid or agreed to be paid, are collectively referred to as the “Deposit”)
38\* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 .....
39\* (d) Other: \_\_\_\_\_ \$ \_\_\_\_\_
40 (e) Balance to close (not including Buyer’s closing costs, prepaids and prorations) by wire
41\* transfer or COLLECTED funds..... \$ \_\_\_\_\_

42 NOTE: For the definition of “COLLECTION” OR “COLLECTED” see STANDRD S.

43 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- 44\* (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before \_\_\_\_\_
45\* \_\_\_\_\_, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the
47 counter-offer is delivered.
48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed
49 and delivered this offer or final counter-offer (“Effective Date”).

- 50 4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and
51 the closing documents required to be furnished by each party pursuant to this Contract shall be delivered (“Closing”)
52\* on \_\_\_\_\_ (“Closing Date”), at the time established by the Closing Agent.

53 5. EXTENSION OF CLOSING DATE:

- 54 (a) If Closing funds from Buyers lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice
55 requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to
56 exceed 7 days.

57 (b) if extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i)  
58 disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners' insurance,  
59 to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after  
60 restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind, Flood or  
61 Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred  
62\* within \_\_\_\_\_(if left blank, then 14) days after Closing Date, than either party may terminate this Contract by  
63 delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and  
64 Seller from all further obligations under this Contract.

65 **6. OCCUPANCY AND POSSESSION:**

66 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the  
67 Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all  
68 personal Items and trash from the Property and shall deliver all keys, garage door openers, access devices and  
69 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the  
70 Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be  
71 deemed to have accepted the Property in its existing condition as of time of taking occupancy.

72\* (b)  **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING:** If Property is  
73 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts  
74 and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be  
75 delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the  
76 lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of  
77 written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be  
78 refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel  
79 Letter(s) and Sellers affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied  
80 by Seller after Closing, See Rider U. POST-CLOSING OCCUPANCY BY SELLER.

81\* 7. **ASSIGNABILITY: (CHECK ONE):** Buyer  may assign and thereby be released from any further liability under this  
82\* Contract;  may assign but not be released from liability under this Contract; or  may not assign this Contract.

83 **FINANCING**

84 **8. FINANCING:**

85\*  (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to  
86 Buyer's obligation to close.

87\*  (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a  conventional  FHA  VA  
88\* or  other \_\_\_\_\_(describe) loan on the following terms within \_\_\_\_\_ (if left blank, then 30) days after  
89\* Effective Date ("Loan Commitment Date") for **(CHECK ONE):**  fixed,  adjustable,  fixed or adjustable rate loan in  
90\* the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed \_\_\_\_\_% (if left blank, then prevailing  
91\* rate based upon Buyer's creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30) years ("Financing").

92\* Buyer shall make mortgage loan application for the Financing within \_\_\_\_\_(if left blank, then 5) days after Effective  
93 Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment")  
94 and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage  
95 loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such  
96 status and progress to Seller and Broker.

97  
98 Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not  
99 receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract **up to the**  
100 **earlier of:**

- 101 i. Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to  
102 waive the financing contingency of this Contract; or  
103 ii. 7 days prior to Closing Date

104 If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not In default under the terms of  
105 this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under  
106 this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing  
107 contingency shall be deemed waived by Buyer.

108 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the  
109 Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Properly related conditions of the  
110 Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3)  
111 appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the  
112 loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer,  
113 thereby releasing Buyer and Seller from all further obligations under this Contract.

- 114\*  (c) Assumption of existing mortgage (see rider for terms).  
 115\*  (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

116 **CLOSING COSTS, FEES AND CHARGES**

117 **9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

118 (a) **COSTS TO BE PAID BY SELLER:**

- 119 • Documentary stamp taxes and surtax on deed, if any • HOA/Condominium Association estoppel fees  
 120 • Owner's Policy and charges (if Paragraph 9(c)(i) is checked) • Recording and other fees needed to cure title  
 121 • Title search charges (if Paragraph 9(c)(iii) is checked) • Seller's attorneys' fees  
 122\* • Other: \_\_\_\_\_

123 If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a  
 124 sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If  
 125 actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual  
 126 costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

127 (b) **COSTS TO BE PAID BY BUYER:**

- 128 • Taxes and recording fees on notes and mortgages • Loan Expenses  
 129 • Recording fees for deed and financing statements • Appraisal Fees  
 130 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked) • Buyer's Inspections  
 131 • Survey (and elevation certification, if required) • Buyer's attorneys' fees  
 132 • Lender's title policy and endorsements • All property related insurance  
 133 • HOA/Condominium Association application/transfer fees • Owners Policy Premium (if Paragraph  
 134 9 (c) (iii) is checked.)  
 135\* • Other: \_\_\_\_\_

136\* (c) **TITLE EVIDENCE AND INSURANCE:** At least \_\_\_\_\_ (if left blank, then 5) days prior to Closing Date, a title  
 137 insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as  
 138 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see  
 139 STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance  
 140 covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.  
 141 The owner's title policy premium, title search, municipal lien search and closing services (collectively, "Owner's  
 142 Policy and Charges") shall be paid, as set forth below

143 **(CHECK ONE):**

144\*  (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for  
 145 closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid  
 146 by Buyer to Closing Agent or such other provider(s) as Buyer may select); or

147\*  (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing  
 148 services related to Buyer's lender's policy, endorsements, and loan closing; or

149\*  (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's policy of  
 150 title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which  
 151 is acceptable to Buyer's title Insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien  
 152 search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if  
 153\* applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$\_\_\_\_\_ (if left blank,  
 154 then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

155 (d) **SURVEY:** At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and  
 156 certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall  
 157 be furnished to Buyer and Closing Agent within 5 days after Effective Date

158\* (e) **HOME WARRANTY:** At Closing,  Buyer  Seller  N/A shall pay for a home warranty plan issued by  
 159\* \_\_\_\_\_ at a cost not to exceed \$\_\_\_\_\_. A home  
 160 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in  
 161 appliances in the event of breakdown due to normal wear and tear during the agreements warranty period.

162 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body  
 163 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and  
 164 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an  
 165 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed  
 166 on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in  
 167 installments **(CHECK ONE):**

168  (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.  
 169 installments prepaid or due for the year of Closing shall be prorated.

170\*  (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

171 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

172 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD)  
173 pursuant to Chapter 190. F.S., which lien shall be prorated pursuant to STANDARD K.

## 174 DISCLOSURES

### 175 10. DISCLOSURES:

- 176 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient  
177 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal  
178 and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon  
179 testing may be obtained from your county health department.
- 180 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller  
181 does not know of any improvements made to the Property which were made without required permits or made  
182 pursuant to permits which have not been properly closed.
- 183 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or  
184 desires additional information regarding mold, Buyer should contact an appropriate professional
- 185 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone  
186 the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving  
187 the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal  
188 Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service  
189 under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance  
190 rating purposes is below minimum flood elevation or is ineligible for flood insurance through the National Flood  
191 Insurance Program, Buyer may terminate this Contract by delivering written notice to seller within \_\_\_\_\_ (if left  
192 blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and  
193 Seller from all further obligations under this Contract, falling which Buyer accepts existing elevation of buildings and  
194 flood zone designation of Property. The National Flood Insurance Reform Act of 2012 (referred to as Biggert-  
195 Waters 2012) may phase in actuarial rating of pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures  
196 (residential structures in which the insured or spouse does not reside for at least 80% of the year) and an elevation  
197 certificate may be required for actuarial rating.
- 198 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure  
199 required by Section 553.996, F.S.
- 200 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is  
201 mandatory.
- 202 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**  
203 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY**  
204 **DISCLOSURE, IF APPLICABLE.**
- 205 (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**  
206 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO**  
207 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**  
208 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER**  
209 **PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY**  
210 **PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**
- 211 (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the  
212 Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller shall comply with FIRPTA, which may  
213 require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or  
214 prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent  
215 that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller  
216 are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and  
217 withholding requirements pursuant to FIRPTA.
- 218 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not  
219 readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence,  
220 Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to  
221 the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no  
222 written or verbal notice from any governmental entity or agency as to a currently uncorrected building,  
223 environmental, or safety code violation.

## 224 PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 225 11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property,  
226 including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS  
227 Maintenance Requirement").

228 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

- 229\* (a) **PROPERTY INSPECTION AND RIGHT TO CANCEL:** Buyer shall have \_\_\_\_\_ (if left blank, than 15) days  
230 after Effective Date (“Inspection Period”) within which to have such inspections of the Property performed  
231 as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer’s sole discretion, that the  
232 Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice or such  
233 election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the  
234 Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further  
235 obligations under this Contract; however, Buyer shall be responsible for prompt payment for such  
236 inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and  
237 shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall  
238 survive termination or this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer  
239 accepts the physical condition of the Property and any violation of governmental, building, environmental,  
240 and safety codes, restrictions, or requirements, but subject to Seller’s continuing AS IS Maintenance  
241 Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer’s  
242 lender.
- 243 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to  
244 time of Closing, as specified by Buyer, Buyer or Buyer’s representative may perform a walk-through (and follow-up  
245 walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the  
246 Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement  
247 and has met all other contractual obligations
- 248 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer’s inspection of  
249 the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written  
250 documentation or other information in Seller’s possession, knowledge, or control relating to improvements to the  
251 Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with  
252 Buyer’s efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller’s  
253 obligation to cooperate shall include Seller’s execution of necessary authorizations, consents, or other documents  
254 necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling  
255 such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- 256 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer’s option and cost,  
257 Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

258 **ESCROW AGENT AND BROKER**

- 259 13. **ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively “Agent”) receiving the Deposit, other funds and  
260 other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the  
261 State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract.  
262 Failure of funds to become **COLLECTED** shall not excuse Buyer’s performance. When conflicting demands for the  
263 Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions  
264 permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent’s duties or liabilities under this  
265 Contract, Agent may, at Agent’s option, continue to hold the subject matter of the escrow until the parties agree to its  
266 disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or  
267 Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents  
268 a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such  
269 action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously  
270 delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as  
271 amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow  
272 disbursement order.
- 273 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in  
274 any proceeding where Agent interpleads the subject matter of escrow, Agent shall recover reasonable attorney’s  
275 fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be  
276 liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent’s willful  
277 breach of this Contract or Agent’s gross negligence. This Paragraph 13 shall survive Closing or termination of this  
278 Contract.
- 279 14. **PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square  
280 footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals  
281 for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction  
282 contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all  
283 representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER**  
284 **AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES**  
285 **FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT**  
286 **PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.**

287 Buyer and Seller (individually, the "indemnifying Party") each individually indemnifies, holds harmless, and releases  
288 Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs  
289 and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers,  
290 directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by  
291 Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii)  
292 Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at  
293 Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended,  
294 including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv)  
295 products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by  
296 any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective  
297 vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will  
298 not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,  
299 Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

## 300 **DEFAULT AND DISPUTE RESOLUTION**

### 301 **15. DEFAULT:**

- 302 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including  
303 payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the  
304 account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full  
305 settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this  
306 Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights  
307 under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split  
308 equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be  
309 greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- 310 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable  
311 diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to  
312 receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach,  
313 and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

314 This Paragraph 15 shall survive Closing or termination of this Contract

315 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and Seller  
316 arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as  
317 follows:

- 318 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to  
319 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph  
320 16(b).
- 321 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida  
322 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The  
323 mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought  
324 without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be  
325 resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall  
326 survive Closing or termination of this Contract.

327 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted by  
328 this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in  
329 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover  
330 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation.  
331 This Paragraph 17 shall survive Closing or termination of this Contract.

## 332 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

### 333 **18. STANDARDS:**

#### 334 **A. TITLE:**

- 335 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph  
336 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and  
337 delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing  
338 and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the  
339 Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the  
340 following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and  
341 requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise  
342 common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted  
343 public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear  
344 or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f)

Buyer's Initials \_\_\_\_\_

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Seller's Initials \_\_\_\_\_

**STANDARDS FOR REAL ESTATE TRANSACTIONS (“STANDARDS”) CONTINUED**

345 assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that,  
346 none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of terms Identified  
347 in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to  
348 applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

349 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in  
350 writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered  
351 to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to  
352 examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's  
353 notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to  
354 have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with  
355 proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contact on Closing Date (or If  
356 Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects  
357 within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a)  
358 extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use  
359 reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with  
360 existing defects and close this Contract on Closing Date (or If Closing Date has passed, within the earlier of 10 days  
361 after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and  
362 receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If  
363 after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this  
364 Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
365 further obligations under this Contract.

366 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that Improvements located thereon encroach  
367 on setback lines, easements, or lands of others, or violate any restrictions, covenants, applicable governmental  
368 regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters,  
369 together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer  
370 timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title  
371 defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's  
372 request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the  
373 extent the affirmations therein are true and correct

374 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to the  
375 Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

376 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from  
377 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits  
378 paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s), the same  
379 information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may  
380 thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Sellers affidavit, if any,  
381 differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s),  
382 fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such  
383 information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit,  
384 thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and  
385 assign all leases to Buyer who shall assume Seller's obligations thereunder.

386 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement,  
387 claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs to the Real  
388 Property for 90 days immediately preceding Closing Data. If the Real Property has been Improved or repaired within  
389 that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors,  
390 subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general  
391 contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs  
392 which could serve as a basis for construction lien or a claim for damages have been paid or will be paid at Closing.

393 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.**  
394 Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates  
395 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a  
396 Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5.00 p.m. (where the Property is  
397 located) of the next business day.

398 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable  
399 to each other for damages so long as performance or non-performance of the obligation is delayed, caused or  
400 prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual  
401 transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer  
402 or Seller, and which, by: exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to  
403 prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure  
404 prevents performance under this contract, provided, however, if such Force Majeure continues to prevent performance

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

405 under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering  
406 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all  
407 further obligations under this Contract.

408 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal  
409 representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in  
410 STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute  
411 bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

412 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

413 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or  
414 other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no  
415 title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

416 (ii) **CLOSING DOCUMENTS:** Seller shall, at or prior to Closing, execute and deliver, as applicable, deed, bill of sale,  
417 certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's  
418 possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work  
419 done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable the survey, flood  
420 elevation certification, and documents required by Buyer's lender.

421 (iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment  
422 provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing  
423 procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing**  
424 **funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

425 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide for  
426 insurance against adverse matters as permitted under section 627.7841, F.S., as amended, the following escrow and  
427 closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not  
428 more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall,  
429 within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such  
430 notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer  
431 shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment.  
432 Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special  
433 warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take  
434 title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of  
435 warranties contained in the deed or bill of sale.

436 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of the  
437 day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including  
438 special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other  
439 expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event  
440 premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be  
441 made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow  
442 deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due  
443 allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when  
444 current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such  
445 assessment and prior years millage. If current year's assessment is not available, then taxes will be prorated on prior  
446 year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which  
447 improvements were not in existence on January 1st of prior year, than taxes shall be prorated based upon prior year's  
448 millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to  
449 the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration  
450 based on an estimate shall, at either party's request, be readjusted upon receipt of current years tax bill. This  
451 STANDARD K shall survive Closing.

452 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall,  
453 upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-  
454 through (or follow-up walk-through if necessary) prior to Closing.

455 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty  
456 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not  
457 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant  
458 to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% or estimated cost to  
459 complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration  
460 exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any  
461 unused portion of escrowed amount shall be returned to Seller. If Cost of restoration exceeds 1.5% of Purchase Price,  
462 Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby  
463 releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree  
464 damage by casualty or other natural occurrence shall be cost of pruning or removal.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

465 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with  
466 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in  
467 all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating  
468 party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended  
469 or delayed by, such Exchange..

470 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**  
471 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be  
472 binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the  
473 Context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the  
474 attorney or broker (including such Broker's real estate licensee) representing any party shall be as effective as if given  
475 by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including  
476 "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be  
477 considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as  
478 determined by Florida's Electronic Signature Act and other applicable laws.

479 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement of  
480 Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or  
481 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in  
482 this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be  
483 bound by it.

484 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this  
485 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

486 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten or  
487 handwritten provisions shall control all printed provisions of this Contract in conflict with them.

488 **S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received,**  
489 **including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent**  
490 **or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by**  
491 **Closing Agent until such amounts have been COLLECTED In Closing Agent's accounts.**

492 **T. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and conditions  
493 upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval  
494 letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

495 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of  
496 Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county  
497 where the Real Property is located.

498 **V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** If a Seller of U.S. real property is a "foreign  
499 person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to  
500 withhold 10% of the amount realized by the seller on the transfer and remit the withheld amount to the internal Revenue  
501 Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding  
502 Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of  
503 FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is  
504 claimed on the sale of residential property for \$300,000 or less.

505 (i) No withholding is required under Section 1445 if the Seller is not a "foreign person", provided Buyer accepts proof  
506 of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under  
507 penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification  
508 number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b).  
509 Otherwise, Buyer shall withhold 10% of the amount realized by Seller on the transfer and timely remit said funds to the  
510 IRS.

511 (ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in  
512 this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and  
513 timely remit said funds to the IRS.

514 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has  
515 provided to Buyer the notice required by 25 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received  
516 as of Closing, Buyer shall, at Closing, withhold 10% of the amount realized by Seller on the transfer and, at Buyer's  
517 option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an  
518 escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in  
519 accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is  
520 rejected or upon terms set forth in the escrow agreement.

521 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction,  
522 Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable  
523 requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in  
524 accordance with the final determination of the IRS, as applicable

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

525 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288  
526 and 8288-A, as filed.

527 **W. RESERVED**

528 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller and*  
529 *against any real estate licensee involved in the negotiation of this Contract, for any damage or defects*  
530 *pertaining to the physical condition of the Property that may exist at Closing of this Contract and be*  
531 *subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This*  
532 *provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive*  
533 *Closing.*

534 **ADDENDA AND ADDITIONAL TERMS**

535 **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this  
536\* Contract (**Check If applicable**):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> A. Condominium Rider      | <input type="checkbox"/> M. Defective Drywall                 | <input type="checkbox"/> X. Kick-out Clause               |
| <input type="checkbox"/> B. Homeowners' Assn.      | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> Y. Sellers Attorney Approval     |
| <input type="checkbox"/> C. Seller Financing       | <input type="checkbox"/> O. Insulation Disclosure             | <input type="checkbox"/> Z. Buyer's Attorney Approval     |
| <input type="checkbox"/> D. Mortgage Assumption    | <input type="checkbox"/> P. Lead Based Paint Disclosure       | <input type="checkbox"/> AA.Licensee-Personal Interest in |
| <input type="checkbox"/> E. FHA/VA Financing       | (Pre 1978 Housing)  | Property  |
| <input type="checkbox"/> F. Appraisal Contingency  | <input type="checkbox"/> Q. Housing for Older Persons         | <input type="checkbox"/> BB. Binding Arbitration          |
| <input type="checkbox"/> G. Short Sale             | <input type="checkbox"/> R. Rezoning                          | <input type="checkbox"/> Other _____                      |
| <input type="checkbox"/> H. Homeowners'/Flood Ins. | <input type="checkbox"/> S. Lease Purchaser/Lease Option      | _____   |
| <input type="checkbox"/> I. RESERVED               | <input type="checkbox"/> T. Pre-Closing Occupancy by Buyer    | _____   |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> U. Post-Closing Occupancy by Seller  | _____   |
| <input type="checkbox"/> K. RESERVED               | <input type="checkbox"/> V. Sale of Buyer's Property          | _____   |
| <input type="checkbox"/> L. RESERVED               | <input type="checkbox"/> W. Back-up Contract                  | _____   |

537\* **20. ADDITIONAL TERMS:** ADMINISTRATION FEE: Buyer/Seller agrees to pay Realty3000, Inc. an  
538 Administration fee in the amount of \$195.00 at the closing of this Contract.

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554 **COUNTER-OFFER/REJECTION**

- 555\*  Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver  
556 a copy of the acceptance to Seller).  
557\*  Seller rejects Buyer's offer.

558 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF**  
559 **AN ATTORNEY PRIOR TO SIGNING.**

560 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

561 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and*  
562 *conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be*  
563 *negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.*

Buyer's Initials \_\_\_\_\_ Page 10 of 11 Seller's Initials \_\_\_\_\_

564 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE  
565 COMPLETED.

566  
567  
668\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
569

570  
571  
572

573\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
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578\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_  
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583\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_  
584

585 Buyer's address for purposes of notice Seller's address for purposes of notice

586\* \_\_\_\_\_

587\* \_\_\_\_\_

588\* \_\_\_\_\_

589

590 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to  
591 compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to  
592 disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties  
593 and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed  
594 funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to  
595 Cooperating Brokers.

596

597\* \_\_\_\_\_

598 Cooperating Sales Associate, If Any Listing Sales Associate

599

600\* \_\_\_\_\_

601 Cooperating Broker, If Any Listing Broker

### Here's how the Florida EnergyGauge program works.

After the rating, you'll get an easy-to-read form like the one on the inside page. The Rating Guide has a scale that allows you to compare the specific home you're looking at with the most efficient and the least efficient homes of the same size with the same number of bedrooms available in your part of the state today. In addition to this overall estimate of energy use and comparisons, you get a detailed breakdown on the energy costs of the home's air conditioning, space heating, water heating, refrigerator, clothes dryer, cooking costs, lighting, pool pumping and other miscellaneous equipment.

One of the keys to the success of this program is the uniformity of ratings, made possible by the use of the EnergyGauge® software developed by the Florida Solar Energy Center. It has been specially designed to let Raters input the key data on the home and obtain accurate information for comparison purposes. A unique optimization feature even lets Raters determine what energy-efficiency features can be added to the home to maximize cost-savings and comfort-improvement.

### So how can a home energy rating help you reduce your energy use and save money?

That's easy. While the design and construction of your home and the efficiency of its appliances and equipment control the most significant portion of its energy use, occupant lifestyle will still have a big effect on exactly how much energy gets used. Your comfort preferences and personal habits - the level at which you set the thermostat, whether or not you turn off lights and fans when leaving a room, how much natural ventilation you use, and other factors - will all affect your home's actual monthly energy use.

### Florida's program parallels national activities.

The Residential Energy Services Network (RESNET) sets the national standards for Home Energy Rating Systems (HERS), and Florida's system meets these standards. The Florida Building Energy Rating Guide provides a HERS Index for the home. This national score enables homes to qualify for national mortgage financing options requiring a HERS Index. This index is computed in accordance with national guidelines, considering the heating, cooling, water heating, lighting, appliance, and photovoltaic energy uses. HERS awards stars to the rating.

### Tell your Realtor or builder that you want to get the home rated before you buy it.

They can give you the names of Raters in your area. Additional information on the program is available from the Energy Gauge Program Office at 321-638-1715, or visit our Web site at [www.floridaenergycenter.org](http://www.floridaenergycenter.org).

### Who does Energy Ratings?

It is important to note that only Florida State Certified Raters are allowed to perform ratings. These Raters have undergone rigorous training programs and have passed the RESNET National Core exam and the required challenge exams. They are also required to undergo continuing education classes and additional exams to keep their certifications current. An on-going quality control program also watches over their Ratings and their work. All their Ratings are submitted to a central registry that checks them for accuracy and compiles generic building data.

### Energy Ratings in Florida

The Florida Building Energy-Efficiency Rating Act (Florida Statute 553.990) was passed by the State Legislature in 1993 and amended in 1994. It established a voluntary statewide energy-efficiency rating system for homes. The Rating System has been adopted by DCA Rule 9B-60.



### The Florida Energy Gauge Program Florida's Building Energy Rating System

1679 Clearlake Road  
Cocoa, Florida 32922-5703  
321-638-1715  
Fax: 321-638-1010  
E-Mail: [info@energygauge.com](mailto:info@energygauge.com)

Web site: [www.floridaenergycenter.org](http://www.floridaenergycenter.org)

# Thinking About Buying a Home?

## Get An EnergyGauge® Rating!

### Consider the Benefits:

- S More Home for Less Money
- S Improved Mortgage Options
- S Enhanced Indoor Comfort
- S Superior Energy Efficiency
- S More Environmental Sustainability
- S Tested Quality Construction
- S Greater Resale Value



**Congratulations on your decision to purchase a home.**

As you know, there are a lot of factors to consider before signing on the dotted line. By now, you've probably checked out the location of the home you like the best. You know how much the seller wants, how many bedrooms there are, whether your dining room table will fit, where you'll park your car and lots of other important things.

**But wait, there's still one more important thing you really ought to do.**

You wouldn't buy a car without asking how many miles-per-gallon it gets, would you? So why would you even think of buying a house without knowing how much the power bills will be? That's why now is the perfect time to get an Energy-Gauge® rating on the house.

Since 1994, there has been a voluntary statewide energy-efficiency rating system for homes in Florida, and prospective homeowners just like you all around the state are getting their homes rated before they make their purchase. There are several very important reasons why:

**S Energy ratings give homebuyers a market-place yardstick that measures the benefits of energy-efficiency improvements.** You get detailed estimates of how much your energy use will cost.

**S Energy ratings give you clear and specific information that lets you compare similar homes on their energy use.** Two homes might look similar, but one may be efficient and comfortable and the other an energy-guzzler with a very uncomfortable interior.

FORM FRBER-2006

Effective Date:

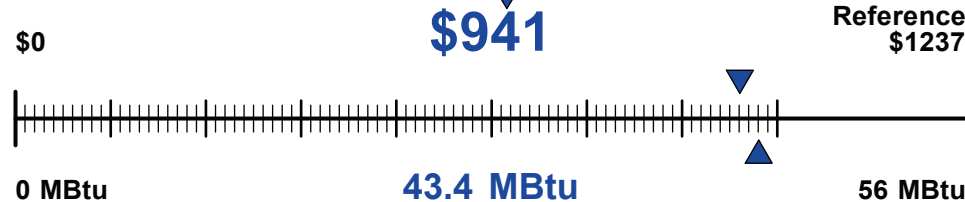
**Projected Rating Based on Plans  
Field Confirmation Required**

Energy Gauge  
Anyplace  
Miami, FL

Title: Miami\_TaxCredit  
CZ1 - New home tax credit qualification example

Design: Orlando, FL  
TMY: ORLANDO\_INTL\_ARPT, FL

**BUILDING ENERGY RATING GUIDE**



▼ Proposed Home Savings = \$296

Cost Basis:  
EnergyGauge Default  
EnergyGauge Default  
Statewide Prices

Electric Rate: \$0.083 /kWh  
Gas Rate: \$0.682 /Therm  
Oil: \$1.50/gal LP Gas: \$1.75/gal

**This Home may Qualify for EPA's Energy Star Label<sup>1</sup>  
This Home Qualifies for an Energy Efficient Mortgage (EEM)**

Cooling	\$146
Heating	\$44
Hot Water	\$199
Ceil. Fan	\$23
Dishwash	\$9
Dryer	\$74
Lighting	\$102
Misc.	\$253
Pumps	
Range	\$37
Refrig.	\$54
PV	

**Robert Certified** **000000**  
Certified Rater I.D. Number

Signature \_\_\_\_\_ Date \_\_\_\_\_

*This Rating Guide is provided to you by a Home Energy Rater who is trained and certified to perform Ratings in accordance with the RESNET standard. Questions or complaints regarding this Rating may be directed to:  
EnergyGauge Program Office  
1679 Clearlake Road  
Cocoa, FL 32922-5703  
(321)638-1492  
engage@fsec.ucf.edu*

**HERS Index<sup>2</sup>: 68**

NOTES:  
<sup>1</sup>The home builder must have signed a Memorandum of Understanding with EPA as an Energy Star Homes partner.  
<sup>2</sup>HERS Index calculated in accordance with 2006 RESNET standard, Section 303.2 (Reference home = 100, Zero energy use = 0).

**S** Maybe most important of all, **the national Home Energy Rating System (HERS) Index on the energy rating can qualify you for a number of special mortgage programs that offer lower interest rates, lower closing costs, and other benefits.** More and more lenders are coming into Florida with money-saving packages for buyers of energy-efficient homes.

**Before buying your next home, hire a Certified Energy Rater to do a rating.**

Your builder or Realtor can help you find a Certified Rater in your area. After the rating, you'll get an easy-to-understand Energy Guide that estimates how much it will cost to pay for energy used in that home; it will allow you to look at a number of separate areas of energy use throughout the house.

For many years, buyers have had home inspectors look over a home before making their purchase. This is a great way to find out about potential house problems before you make your purchase. Smart homebuyers around the country are now also asking for a home energy rating to look specifically at the energy-users in a home and determine their efficiency. Because energy costs can often equal house payments, the relatively small cost of a home energy rating can easily be offset by many years of lower energy payments.

You're already familiar with the miles-per-gallon stickers on new automobiles, and the yellow Energy Guide labels on home appliances. Shoppers use this information to figure out how much that car or appliance is really going to cost them. This information gives the buyer a good estimate of what it will cost to operate that car or use that appliance, over and above the purchase price. A car or product that is cheaper to buy can often be more expensive to operate, so this information can be very important to assure that you make the best purchase decision.

**SALE AND PURCHASE OF CITY PROPERTY  
RFP #CSM2021-4400 SW 60 Place**

**END OF DOCUMENT**



**CITY OF SOUTH MIAMI**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-7849 SW 68 Avenue**  
**SUBMITTAL DUE DATE: April 21, 2021 at 10 AM**  
**Solicitation Cover Letter**

The City of South Miami, Florida (hereinafter referred to as “City” or “CSM”) through its Chief Executive Officer (City Manager) hereby solicits sealed proposals responsive to the City’s request (hereinafter referred to as “Request for Proposals” or “RFP”). All references in this Solicitation (which may also be referred to as an “Invitation for Proposals” or “Invitation to Bid”) shall be a reference to this RFP unless otherwise specifically defined. All references to any action of, or decisions to be taken by, or to the delivery of documents to, the “City” shall mean that the action, decision or delivery is to be taken or made by, or delivered to, the City Manager, or the manager’s written designee, unless the context in which the word “City” is used warrants a different meaning. If there is any conflict in the interpretation of the word “City”, the meaning shall be resolved by the City Manager and the manager’s decision shall be final and binding.

The City is hereby requesting sealed proposals in response to this **RFP #CSM2021-7849 SW 68 Avenue for Sale and Purchase of City Property**, located at **7849 SW 68 Avenue, South Miami, FL 33143**, as defined in the Background and Scope of Project of the Solicitation. The purpose of this Solicitation is to seek proposals for the purchase of the City’s property.

Interested persons who wish to respond to this Solicitation can obtain the complete Solicitation package by accessing the following webpage: <http://www.southmiamifl.gov/> which is the City of South Miami’s web address for solicitation information. Responses are subject to the Standard Terms and Conditions contained in the complete Solicitation Package, including all documents listed in the Solicitation.

**The City will only receive submittals electronically through the DemandStar Electronic Bid System (E-Bidding). To register as a business, go to <https://network.demandstar.com/>** See directions for registering and signing into your DemandStar user account on the next page following this Solicitation Cover Letter.

Responses must be received electronically through DemandStar, no later than **10:00 A.M. local time (the “Closing Date”) on April 21, 2021** and any Response received by the City through DemandStar after 10:00 a.m. local time on said date will not be accepted under any circumstances. **Hand delivery will not be accepted.**

**E-BID OPENING VIA VIDEO CONFERENCING:**

The opening of E-Bids for this solicitation will occur at **10:30 A.M. local time on (the Closing Date, April 21, 2021)**. The City Clerk will conduct the E-Bid Opening through video conferencing using the **Zoom platform**. Members of the public may view the meeting via Zoom at <https://zoom.us/j/3056636339>, or listen to the meeting on a dedicated phone line by dialing +1-786-635-1003 Meeting ID: 3056636339.

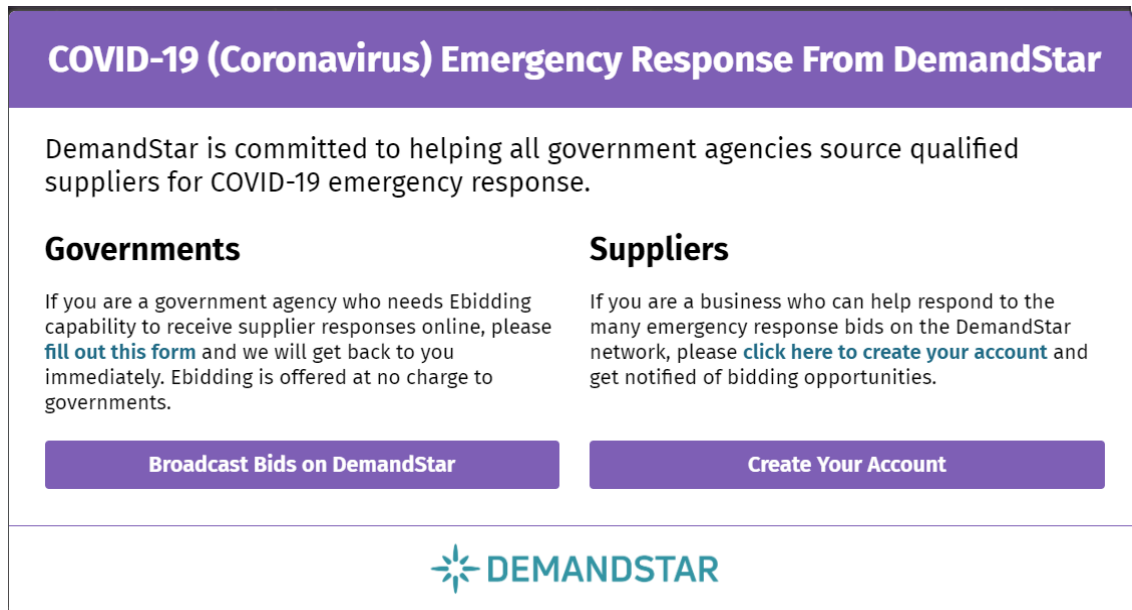
The City reserves the right to award the Project to the person with the most responsive, responsible Response, as determined by the City, subject to the right of the City, or the City Commission, to reject any and all Responses, and the right of the City to waive any irregularity in the Responses or Solicitation procedure.

Nkenga A. Payne, CMC  
City Clerk  
City of South Miami

## DemandStar Registration and User Account Sign-in Directions

The following is an example of the procedure on April 3, 2020 and it is subject to change after that date.

Go to <https://network.demandstar.com/> which on April 3, 2020 brings up the following message.



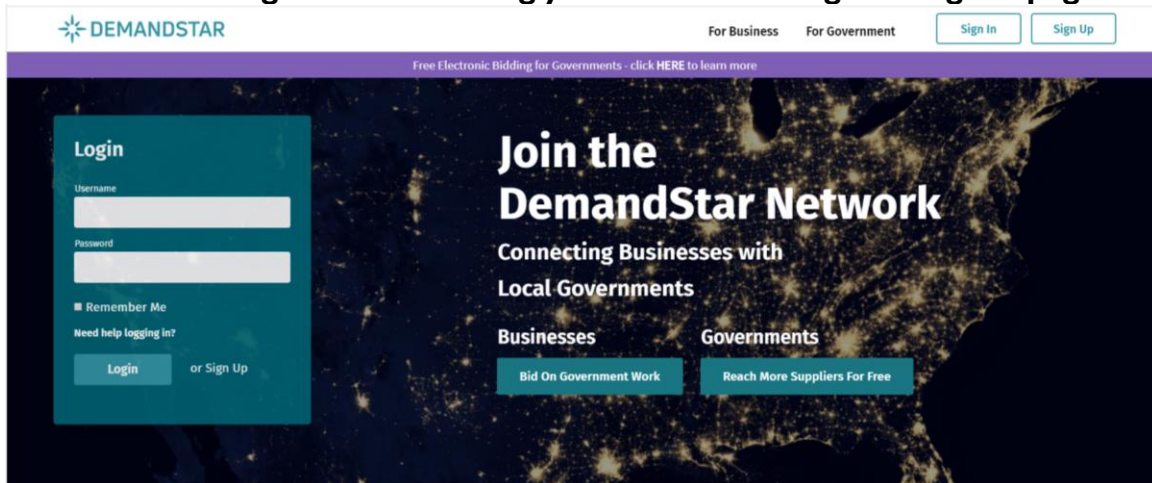
**COVID-19 (Coronavirus) Emergency Response From DemandStar**

DemandStar is committed to helping all government agencies source qualified suppliers for COVID-19 emergency response.

<b>Governments</b>	<b>Suppliers</b>
If you are a government agency who needs E bidding capability to receive supplier responses online, please <a href="#">fill out this form</a> and we will get back to you immediately. E bidding is offered at no charge to governments.	If you are a business who can help respond to the many emergency response bids on the DemandStar network, please <a href="#">click here to create your account</a> and get notified of bidding opportunities.
<a href="#">Broadcast Bids on DemandStar</a>	<a href="#">Create Your Account</a>



If you do not have an account with DemandStar, click on “Create Your Account” otherwise, if you have an account, click on the “x” in the upper right-hand corner of this message and it will bring you to the following user sign in page.



**DEMANDSTAR** For Business For Government [Sign In](#) [Sign Up](#)

Free Electronic Bidding for Governments - [click HERE to learn more](#)

### Login

Username

Password

Remember Me

[Need help logging in?](#)

[Login](#) or [Sign Up](#)

## Join the DemandStar Network

Connecting Businesses with Local Governments

<b>Businesses</b>	<b>Governments</b>
<a href="#">Bid On Government Work</a>	<a href="#">Reach More Suppliers For Free</a>

**BACKGROUND AND SCOPE OF PROJECT**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-7849 SW 68 Avenue**

The real property and improvements subject of this RFP are more specifically depicted and described at **EXHIBITS I, II, III IV, V & VI** hereto.

END OF SECTION

**SCHEDULE OF EVENTS**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-7849 SW 68 Avenue**

**TENTATIVE SCHEDULE**

<b>No</b>	<b>Event</b>	<b>Date*</b>	<b>Time* (EST)</b>
1	Advertisement/ Distribution of Solicitation & Cone of Silence begins	3/12/2021	10:00 AM
2	<b>Pre-RFP Meeting</b>	<b>NONE SCHEDULED</b>	
3	Deadline to Submit Questions	4/9/2021	10:00 AM
4	Deadline to City Responses to Questions	4/14/2021	10:00 AM
5	<b>Deadline to Submit RFP Response</b>	<b>4/21/2021</b>	<b>10:00 AM</b>
8	City Commission Final Decision	5/4/2021	7:00 PM

The above schedule is subject to modification and if any dates specifically stated in this RFP are modified, the City will issue an Addendum.

END OF SECTION

**INSTRUCTIONS for RESPONDENT**  
**SALE AND PURCHASE OF THE CITY PROPERTY**  
**RFP #CSM2021-7849 SW 68 Avenue**

**IT IS THE RESPONSIBILITY OF THE RESPONDENT TO THE SOLICITATION TO ENSURE THAT THE RESPONSE TO THE SOLICITATION (HEREINAFTER ALSO REFERRED TO AS THE “PROPOSAL”) REACHES THE CITY CLERK ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE SOLICITATION COVER LETTER. Proposals that are not received by the deadline will be returned, unopened, to the proposer, and shall not be considered by the City.**

1. Purpose of Solicitation. The City of South Miami is requesting proposals for the sale and purchase of the Property. The City reserves the right to award the contract to the Respondent whose proposal is found to be in the best interests of the City, and in accordance with the terms of this RFP.
2. Qualification of Proposing Person. Response submittals to this Solicitation will be considered. As part of its proposal, the proposer must demonstrate to the satisfaction of the City that it has the present ability to fully fund the purchase and will need to provide the City with proof of purchase money funds at the time of submission. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject any or all response submittals to this Solicitation where evidence submitted, or investigation and evaluation, indicates inability of a person to perform.
3. Deviations from Specifications. The proposing persons shall clearly indicate, as applicable, all areas in which the proposal does not fully comply with the requirements of this Solicitation. The decision as to whether an item fully complies with the stated requirements and/or whether any deviation or irregularity may be accepted rests solely with the City.
4. Designated Contact. The awarded person shall appoint a person to act as a primary contact with the City of South Miami. This person or persons shall be readily available during normal work hours by phone, email, or in person, and shall be knowledgeable in all aspects of the contract.
5. Precedence of Conditions. The proposing person, by virtue of submitting a response, agrees that the terms of this Solicitation and applicable law will take precedence over any terms and conditions submitted with the response, either appearing separately as an attachment or included within the Proposal. The Contract Documents have been listed below in order of precedence, with the one having the most precedence being at the top of the list and the remaining documents in descending order of precedence. In the event of any conflict in the Contract Documents, the order of precedence shall apply, unless clearly contrary to the specific terms of the Contract and/or this RFP:
  - a) Contract
  - b) Addenda to Solicitation
  - c) Attachments/Exhibits to Solicitation
  - d) Solicitation
  - e) Respondent’s Proposal
6. Response Withdrawal. After Proposals are opened, corrections or modifications to Proposals are not permitted, but the City may allow the proposing person to withdraw an erroneous Proposal prior to the confirmation of the proposal award by City Commission, if all of the following are established:
  - a) The proposing person acted in good faith in submitting the response;
  - b) The error was not intentional or the result of gross negligence or willful inattention on the part of the person;
  - c) The error was discovered and communicated to the City within twenty-four (24) hours (not including Saturday, Sunday or a legal holiday) of the opening the proposals received, along with a request for permission to withdraw the person’s Proposal; and
  - d) The person submits an explanation in writing, signed under penalty of perjury, stating how the error was made and delivers adequate documentation to the City to support the explanation and to show that the error was not intentional or the result of gross negligence or willful inattention nor made in bad faith.

7. The terms, provisions, conditions and definitions contained in the Solicitation Cover Letter shall apply to these instructions to Respondents and they are hereby adopted and made a part hereof by reference. If there is a conflict between the Cover Letter and these instructions, or any other provision of this Solicitation, the Cover Letter shall govern and take precedence over the conflicting provision(s) in the Solicitation.
8. Any questions concerning the Solicitation or any required need for clarification must be made in writing, by **10:00 AM, April 9, 2021** to the attention of **Steven P. Kulick** at [skulick@southmiamifl.gov](mailto:skulick@southmiamifl.gov) or via facsimile at **(305) 663-6346**.
9. The issuance of a written addendum is the only official method whereby interpretation and/or clarification of information can be given. Interpretations or clarifications, considered necessary by the City in response to such questions, shall be issued by a written addendum to the Solicitation Package (also known as "Solicitation Specifications" or "Solicitation") by U.S. mail, e-mail or other delivery method convenient to the City and the City will notify all prospective persons via the City's website.
10. Verbal interpretations or clarifications shall be without legal effect. No plea by a Respondent of ignorance or the need for additional information shall exempt a Respondent from submitting the Proposal on the required date and time as set forth in the Solicitation.
11. **Cone of Silence:** You are hereby advised that this Request for Proposals is subject to the "Cone of Silence," in accordance with Miami-Dade County Ordinance Nos. 98106 and 99-1 (Section 2-11.1, Miami-Dade Code of Ordinances). From the time of advertising until the City Manager issues his recommendation, there is a prohibition on verbal communication with the City's professional staff, including the City Manager and his staff. All written communications must comply with the requirements of the Cone of Silence, the City's Code of Ordinances and the City's Administrative Orders. The Cone of Silence does not apply to verbal communications at pre-proposal conferences, verbal presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the City Commission during any duly notice public meeting, or recorded contract negotiation sessions. In addition, you are required to comply with the City Manager's Administrative Order AO I-15, unless there is a conflict, in which case this document and any future amendments or addenda thereto shall control. If a copy is not attached, please request a copy from the City's Procurement Division.

**WITH REGARD TO THE COUNTY'S CONE OF SILENCE EXCEPTION FOR WRITTEN COMMUNICATION, PLEASE BE ADVISED THAT, NOTWITHSTANDING THE MIAMI-DADE COUNTY EXCEPTION FOR WRITTEN COMMUNICATION THE COUNTY'S RULES PROHIBITING VERBAL COMMUNICATION DURING AN ESTABLISHED CONE OF SILENCE SHALL, WITH REGARD TO THIS SOLICITATION, ALSO APPLY TO ALL WRITTEN COMMUNICATION UNLESS PROVIDED OTHERWISE IN THIS SOLICITATION. THEREFORE, WHERE THE COUNTY'S CONE OF SILENCE PROHIBITS VERBAL COMMUNICATION, SUCH PROHIBITION SHALL APPLY TO BOTH VERBAL AND WRITTEN COMMUNICATION UNLESS PROVIDED OTHERWISE BELOW.**

The Cone of Silence shall not apply, if applicable, to:

- (1) Duly noticed site visits by City staff to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time that the City Manager makes his or her written recommendation.
- (2) Any emergency procurement of goods or services pursuant to the Miami-Dade County Administrative Order 3-2;
- (3) Communications regarding a particular solicitation between any person and the procurement agent or contracting officer responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and
- (4) Communications regarding a particular solicitation between the procurement agent or contracting officer, or their designated secretarial/clerical staff responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

12. Violation of the Cone of Silence provisions by any particular Respondent or proposer shall render any recommendation for the award of the contract or the contract awarded to said Respondent or proposer voidable, and, in such event, said Respondent or proposer shall not be considered for any Solicitation for a period of one year thereafter, including but not limited to Solicitations that requests any of the following: a proposal; qualifications; a letter of interest or a bid concerning any contract for the provision of goods or services. Contact shall only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing Division, which are for the purposes of obtaining additional or clarifying information.
13. Lobbying. During the period of time encompassed by the Cone of Silence, all persons and their agents who intend to submit, or who submitted, bids or responses for this Solicitation, are hereby placed on formal notice that neither City Commissioners, candidates for City Commissioner or any employee of the City of South Miami are to be lobbied either individually or collectively concerning this Solicitation.
14. Reservation of Right. The City anticipates awarding one contract if an award of this RFP is made as a result of this Solicitation. The City, however, reserves the right, in its sole discretion, to do any of the following:
  - a) to reject any and all submitted Responses and to further define or limit the scope of the Project.
  - b) to waive minor irregularities in the responses or in the procedure required by the Solicitation documents.
  - c) to request additional information from Respondents as deemed necessary.
  - d) to make an award without discussion or after limited negotiations. It is, therefore, important that all the parts of the RFP, including exhibits and required information be completed and complete in all respects.
  - e) to negotiate modifications to the Proposal that it deems acceptable, provided the modifications do not give a material or substantial advantage to the proposer.
  - f) to terminate negotiations in the event the City deems progress towards a contract to be insufficient and to proceed to negotiate with the Respondent who made the next best Proposal. The City reserves the right to proceed in this manner until it has negotiated a contract that is satisfactory to the City.
  - g) To modify the Contract Documents. The terms of the Contract Documents are general and not necessarily specific to the Solicitation. It is therefore anticipated that the City may modify these documents to fit the specific project and the proposal that is submitted, and the Respondent, by making a Proposal, agrees to such modifications and to be bound by such modified documents that do not increase the cost of the Project to the Respondent.
  - h) to cancel, in whole or part, this RFP when it is in the best interest of the City.
  - i) to award the Project to the proposer with the highest price and that is the most responsive, responsible Proposal, as determined by the City.
  - j) to award the Project, and execute a contract with a Respondent or Respondents, other than to one who provided the highest Proposal Price.
  - k) The right to reject all bids or the City to award the contract to someone other than the highest bidder based on ability to pay the contact price in the case of a Respondents bid to purchase the City asset without financing. The decision to reject a bid based on ability to pay is left to the city Manager's sole and absolute opinion and judgement. A Respondent who submits a proposal does so with the understanding and agreement the Respondent thereby waives any objection to the City Managers decision in this regard absent of fraud or collusion.
15. Contingent Fees Prohibited. The proposing person, by submitting a proposal, warrants that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or person other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.
16. Public Entity Crimes. A person or affiliate of the Respondent who has been placed on the convicted vendor list pursuant to Chapter 287 following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services, or a contract for construction or repair of a public building, may not submit proposals on leases of real property to or with the City of South Miami, may not be awarded a contract to perform work as a CONTRACTOR, sub-contractor, supplier, sub-consultant, or consultant under a contract

with the City of South Miami, and may not transact business with the City of South Miami for a period of 36 months from the date of being placed on the convicted vendor list.

17. Respondents shall include the Proposal Form(s) furnished by the City and as required by this RFP. All erasures and corrections must have the initials of the Respondent's authorized representative in blue ink at the location of each and every erasure and correction. Proposals shall be signed using blue ink; all quotations shall be typewritten, or printed with blue ink. All spaces shall be filled in with the requested information or the phrase "not applicable" or "NA". The proposal shall be delivered on or before the date and time, and at the place and in such manner as set forth in the Solicitation Cover Letter. Failure to do so may cause the Proposal to be rejected. Failure to include any of the Proposal Forms may invalidate the Proposal. Respondent shall deliver to the City, as part of its Proposal, the following documents:
  - a) The Request for Proposals and Instructions to Respondents.
  - b) A copy of all issued addenda.
  - c) The completed fully executed Forms as required by this RFP.
  - d) Proposal Security, (Bond, irrevocable letter of credit, or cashier's check).
  - e) A Proposal cover letter signed by an authorized representative of Respondent, and setting forth the information necessary to fully evaluate the Proposal in accordance with the terms of this RFP.
18. Liability, Licenses & Permits: The successful Respondent shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and inspections required to perform what is being proposed, and required by this Solicitation and as required by law. The Respondent shall be liable for any damages or loss to the City occasioned by the negligence of the Respondent (or its agent or employees) or any person acting for or through the Respondent. Respondents shall furnish a certified copy of all licenses, Certificates of Competency or other licensing requirement necessary to practice their profession and applicable to the work to be performed as required by Florida Statutes, the Florida Building Code, Miami-Dade County Code or City of South Miami Code. These documents shall be furnished to the City as part of the Proposal. Failure to have obtained the required licenses and certifications or to furnish these documents shall be grounds for rejecting the Proposal and forfeiture of the Proposal Security.
19. Copyrights and/or Patent Rights: Respondent warrants that as to the manufacturing, producing or selling of goods intended to be shipped or ordered, if any, by the Respondent pursuant to this Proposal, there has not been, nor will there be, any infringement of copyrights or patent rights. The Respondent agrees to indemnify City from any and all liability, loss or expense occasioned by any such violation or infringement.
20. Execution of Contract: The City anticipates negotiation of a Sale and Purchase Contract ("Contract") with the top ranked person as set forth in this RFP. The Sale and Purchase Contract shall include terms and conditions that are customary for the sale and purchase of real property in Miami-Dade County, Florida, and it must be ultimately acceptable to the City Commission. Attached as **Exhibit I** are the mandatory minimum contractual criteria ("Minimum Contractual Criteria") providing for the Respondent's submission of certain minimum contractual terms that shall be clearly set forth as part of the Proposal.
21. Evaluation of Proposals: The City, in its sole discretion, reserves the right to determine the applicability of this provision and to inspect the facilities of any or all Respondents to determine its capability to meet the requirements of this RFP. In addition, the price, responsibility, responsibility, and responsiveness of the Respondent's proposal, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the award of the Contract. A non-responsive proposal is a proposal which does not conform in material respects to this solicitation. A non-responsible Proposer is one that does not successfully demonstrate the capability in any or all respects to fully perform the requirements set forth in the proposal, or that does not have the relevant experience, integrity and reliability which will assure good faith performance. Thus, for example, the City Manager may reject a proposal that has not substantiated and demonstrated the financial capability of a Proposer. City staff may also recommend the rejection of any Proposal that it determines to be non-responsive or non-responsible.
22. Drug Free Workplace: Failure to provide proof of compliance with Florida Statute Section 287.087, as amended, when requested shall be cause for rejection of the Proposal as determined by the City.

23. **Hold Harmless:** All Respondents shall hold the City, its officials and employees harmless and covenant not to sue the City, its officials and employees in reference to its decisions to reject, award, or not award a contract, as applicable, unless the claim is based solely on allegations of fraud and/or collusion. The submission of a proposal shall act as an agreement by any unsuccessful Respondent that the Proposal Security, if required for this project, shall not be released until and unless the Respondent waives any and all claims that the Respondent may have against the City that arise out of this Solicitation process or until a judgment is entered in the Respondent's favor in any suit filed which concerns this proposal process and that absolves the Respondent of all liability to the City.
24. **Cancellation:** Failure on the part of the Respondent to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the award or termination of the Contract.
25. **Proposal Security Requirements:** The Proposer, when submitting the Proposal, shall include a Proposal Security, in the amount of **3% of the proposed purchase price**, and in the form of a bank or cashier's check, irrevocable letter of credit or surety bond. The City reserves the right to reject a proposal if the form of Proposal Security does not satisfy the terms of this Solicitation. A company or personal check shall not be deemed a valid Proposal Security.
26. **Proposal Guarantee:** Notwithstanding the fact that the Proposer, in submitting a proposal, agrees to the terms contained in this Solicitation package, the successful Proposer, within ten (10) calendar days of Notice of Award by the City, shall deliver, to the City, the executed Contract and other Contract Documents that provide for the Proposer's signature, and deliver to the City. The Proposer who has the Contract awarded to it and who fails to execute the Contract and furnish the required documentation, within the specified time shall, at the City's option, forfeit the Proposal Security that accompanied the Proposal, and the Proposal Security will be retained as liquidated damages by the City. It is agreed that if the City accepts payment from the Proposal Security, that this sum is a fair estimate of the amount of damages the City will sustain in case the Respondent fails to sign the Contract Documents. If the City does not accept the Proposal Security, the City may proceed to sue for breach of contract if the Respondent fails to perform in accordance with the Contract Documents. The City and successful Proposer may agree in writing, to apply the Proposal Security to the minimum initial deposit as referenced at **Exhibit I**.
27. **Pre-proposal Conference Site Visits:** If a Mandatory Pre-proposal conference is scheduled for this project, all Respondents shall attend the conference and tour all areas referenced in the Solicitation Documents. It shall be grounds for rejecting a Proposal received from a Respondent who did not attend the mandatory pre-proposal conference. No pleas of ignorance by the Respondent of conditions that exist, or that results due to the Respondent's failure to make the necessary examinations or investigations, or in the Respondent's failure to complete any part of the Solicitation Package, will be accepted as basis for varying the requirements of the Contract with the City of South Miami or the compensation of the Respondent. **The City intends to sell the Property "as is, where is" without any representations or warranties.** Proposers are expected to perform any and all due diligence that may be necessary to formulating a proposal, and any such due diligence will be at proposer's sole expense.
28. **Time of Completion:** The time is of the essence with regard to the performance under the Contract to be awarded. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the Contract Documents.
29. **Submittal Requirements:** All Proposals shall comply with the requirements set forth herein and shall include all signed and fully completed forms and Proposal Security required herein. The Proposal cover letter shall be no more than 5 pages, and include all information required to enable the City to fully evaluate the Proposal, including information that relates to the Evaluation Criteria and Minimum Contractual Criteria.
30. **Cancellation of Bid Solicitation:** The City reserves the right to cancel, in whole or part, any request for proposal when it is in the best interest of the City.

31. Respondent shall not discriminate with regard to its hiring of employees or subcontractors or in its purchase of materials or in any way in the performance of its contract, if one is awarded, based on race, color, religion, national origin, sex, age, sexual orientation, disability, or familial status.
32. All respondents, at the time of bid opening, must have fulfilled all prior obligations and commitments to the City in order to have their bid considered, including all financial obligations. Prior to the acceptance of any bid proposal or quotation, the City's Finance Department shall certify that there are no outstanding fines, monies, fees, taxes, liens or other charges owed to the City by the Respondent, any of the Respondent's principal, partners, members or stockholders (collectively referred to as "Respondent Debtors"). A bid, proposal or quotation will not be accepted until all outstanding debts of all Respondent Debtors owed to the City are paid in full. No bidder who is in default of any prior contract with the City may have **their bid considered until the default is cured to the satisfaction of the City Manager. Note: At the City Managers sole discretion, this section may be waived.**

33. Bid Protest Procedure. The following procedures shall be used for resolution of protested solicitations and awards. The word "bid", as well as all of its derivations, shall mean a response to a solicitation, including requests for proposals, requests for a letter of interest and requests for qualifications.

(a) Notice of Intent to Protest. Any actual or prospective bidder who perceives itself to be aggrieved in connection with any formal solicitation or who intends to contest or object to any bid specifications or any bid solicitation shall file a written notice of intent to file a protest with the City Clerk's office within ten calendar days of the advertisement of this RFP. A notice of intent to file a protest is considered filed when received by the City Clerk's office by e-mail or, if hand delivered, when stamped with the City Clerk's receipt stamp containing the date and time of receipt of a notice of intent to file a protest. Any actual responsive and responsible bidder who perceives itself to be aggrieved in connection with the recommended award of a contract and who wishes to protest the award, shall file a written notice of intent to file a protest with the City Clerk's office within three calendar days after the posting of the Selection Committee's ranking decision. A notice of intent to file a protest is considered filed when received by the City Clerk's office by e-mail or, if hand delivered, when stamped with the City Clerk's receipt stamp containing the date and time of receipt. In order to protest the ranking, a bidder must have standing in accordance with applicable Florida law.

(b) Protest of solicitation. A protest of the solicitation or ranking for the award must be in writing ("Protest Letter") and submitted to the City Clerk's office within five calendar days after the date of the filing of the notice of intent to file a protest. The Protest Letter is considered filed when the Protest Letter and the required filing fee of \$1,000 are both timely received by the City Clerk's office. In order for the Protest Letter and filing fee to be considered timely delivered by hand delivery, the date stamp of the Clerk's office must appear on the original Protest Letter and/or a copy of the Protest Letter and the date stamp must also appear on a copy of the check issued for the payment of the filing fee, or, if payment is made in cash, a receipt must be issued by the Clerk's office reflecting the date of receipt of the payment. While the Clerk may accept the Protest Letter by email, the Protest Letter shall not be considered to be timely received until and unless the required filing fee of \$1,000 is received by the City Clerk's office and, if payment is in cash, a receipt is issued with the date of the receipt of payment, or if payment is by check, a copy of the check is stamped by the Clerk with the date stamp of the Clerk's office showing the date of receipt. The Protest Letter shall state with particularity the specific facts and law upon which the protest is based, it shall describe and attach all pertinent documents and evidence relevant and material to the protest and it shall be accompanied by any required filing. The basis for review of the protest shall be the documents and other evidence described in and attached to the Protest Letter and no facts, grounds, documentation, or other evidence not specifically described in and attached to the Protest Letter at the time of its filing shall be permitted or considered in support of the protest.

(c) Computation of time. No time will be added to the above time limits for service by mail. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday in which event the period shall run until the next day which is not a Saturday, Sunday, or legal holiday.

(d) Challenges. The written protest may not challenge the relative weight of the evaluation criteria or any formula used for assigning points in making an award determination, nor shall it challenge the City's determination of what is in the City's best interest which is one of the criteria for selecting a bidder whose offer may not be the highest bid price.

(e) Authority to resolve protests. The Purchasing Manager, after consultation with the City Attorney, shall issue a written recommendation within ten calendar days after receipt of a valid Protest Letter. Said recommendation shall be sent to the City Manager with a copy sent to the protesting party. The City Manager may then, submit a recommendation to the City Commission for approval or disapproval of the protest, resolve the protest without submission to the City Commission, or reject all proposals.

(f) Stay of procurement during protests. Upon receipt of a timely, proper and valid Protest Letter filed pursuant to the requirements of this section, the City shall not proceed further with the solicitation or with the award or execution of the contract until the protest is resolved by the City Manager or the City Commission as provided in subsection (e) above, unless the City Manager makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid potential harm to the health, safety, or welfare of the public or to protect substantial interests of the City or to prevent youth athletic teams from effectively missing a playing season. The failure to file a protest as set forth hereinabove shall be deemed a waiver of any rights to challenge the decisions of the City.

34. **NON-APPROPRIATION OF FUNDS.** In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under any contract awarded pursuant to this solicitation, then the City, upon written notice to Successful Bidder or their assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense.

35. **NO GUARANTEE.** No guarantee, warranty or representation is made that any particular project(s) will be awarded to any Respondent(s).

END OF SECTION

**Proposal Submittal Checklist Form  
 SALE AND PURCHASE OF CITY PROPERTY  
 RFP #CSM2021-7849 SW 68 Avenue**

This checklist indicates the forms and documents required to be submitted for this solicitation and to be presented by the deadline set for within the solicitation. Fulfillment of all solicitation requirements listed is mandatory for consideration of response to the solicitation. Additional documents may be required and, if so, they will be identified in an addendum to this Solicitation. The response shall include the following items:

<b>Attachments and Other Documents described below to be Completed IF MARKED WITH AN "X":</b>		<b>Check Completed.</b>
<b>X</b>	The City will only receive submittals online and electronically through the Demand Star Electronic Bid System (E-Bidding). To register as a business, go to <a href="https://network.demandstar.com/">https://network.demandstar.com/</a> . The City, at its discretion, may request hard copies of Responses received from a specific Respondent or all Respondents.	
<b>X</b>	Respondents Cost and Technical Proposal, <b>Exhibit II</b>	
<b>X</b>	Irrevocable Letter of Credit, <b>Exhibit III</b>	
<b>X</b>	Florida Relators/Florida Bar As-is Residential Contract, <b>Exhibit VI</b>	
<b>X</b>	Non-Collusion Affidavit	
<b>X</b>	Related Party Transaction Verification Form	
<b>X</b>	Presentation Team Declaration/Affidavit of Representation	

Submit this checklist along with your proposal indicating the completion and submission of each required forms and/or documents.

END OF SECTION

**NON COLLUSION AFFIDAVIT  
SALE AND PURCHASE OF CITY PROPERTY  
RFP #CSM2021-7849 SW 68 Avenue**

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

\_\_\_\_\_ being first duly sworn, deposes and states that:

- (1) He/She/They is/are the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent) of  
  
\_\_\_\_\_ the Respondent that has submitted the  
attached Proposal;
- (2) He/She/They is/are fully informed concerning the preparation and contents of the attached Proposal  
and of all pertinent circumstances concerning such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives,  
employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or  
agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham  
Proposal in connection with the Work for which the attached Proposal has been submitted; or to  
refrain from Bidding or proposing in connection with such Work; or have in any manner, directly or  
indirectly, sought by agreement or collusion, or communication, or conference with any Respondent,  
firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other  
Respondent, or to fix any overhead, profit, or cost elements of the Proposal Price or the Proposal  
Price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful  
agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any  
collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other  
of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

ACKNOWLEDGEMENT

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) \_\_\_\_\_ and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC:  
SEAL OF OFFICE:

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or type as commissioned.)

\_\_\_\_\_ Personally known to me, or

\_\_\_\_\_ Personal identification:

\_\_\_\_\_  
Type of Identification Produced

\_\_\_\_\_ Did take an oath, or

\_\_\_\_\_ Did Not take an oath.

**RELATED PARTY TRANSACTION VERIFICATION FORM**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-7849 SW 68 Avenue**

I \_\_\_\_\_, individually and on behalf of \_\_\_\_\_  
("Firm") have *Name of Representative Company/Vendor/Entity* read the City of South Miami ("City")'s Code of Ethics, Section 8A-1 of the City's Code of Ordinances and I hereby certify, under penalty of perjury that to the best of my knowledge, information and belief:

(1) neither I nor the Firm have any conflict of interest (as defined in section 8A-1) with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the City, and

(2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, has any relative(s), as defined in section 8A-1, who is an employee of the City or who is(are) an appointed or elected official of the City, or who is(are) a member of any public body created by the City Commission, i.e., a board or committee of the City, [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (2) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or those who have a financial interest in the Firm.]; and

(3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) has transacted or entered into any contract(s) with the City or has a financial interest, direct or indirect, in any business being transacted with the city, or with any person or agency acting for the city, other than as follows:

\_\_\_\_\_  
\_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (3) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of those who have a financial interest in the Firm.]; and

(4) no elected and/or appointed official or employee of the City of South Miami, or any of their immediate family members (i.e., spouse, parents, children, brothers and sisters) has a financial interest, directly or indirectly, in the contract between you and/or your Firm and the City other than the following individuals whose interest is set forth following their names: \_\_\_\_\_

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). The names of all City employees and that of all elected and/or appointed city officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as follows:

\_\_\_\_\_  
(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (4) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee.]

(5) I and the Firm further agree not to use or attempt to use any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the City, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or benefit or for

the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.

(6) I and the Firm hereby acknowledge that we have not contracted or transacted any business with the City or any person or agency acting for the City, and that we have not appeared in representation of any third party before any board, commission or agency of the City within the past two years other than as follows: \_\_\_\_\_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath).  
X:\Purchasing\Vendor Registration\12.28.12 RELATED PARTY TRANSACTION VERIFICATION FORM [3].docx

(7) Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent, brother or sister) is related by blood or marriage to: (i) any member of the City Commission; (ii) any city employee; or (iii) any member of any board or agency of the City other than as follows: \_\_\_\_\_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (7) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members].

(8) No Other Firm, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") has responded to a solicitation by the City in which I or the Firm that I represent or anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) have also responded, other than the following: \_\_\_\_\_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (8) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation into the Other Firm, or the Firm he/she represents, as to their officers, directors or anyone having a financial interest in those Firms or any of their any member of those persons' immediate family.]

(9) I and the Firm agree that we are obligated to supplement this Verification Form and inform the City of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.

(10) A violation of the City's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the City, and the imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics. Under penalty of perjury, I declare that I have made a diligent effort to investigate the matters to which I am attesting hereinabove and that the statements made hereinabove are true and correct to the best of my knowledge, information and belief.

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Sec. 8A-1. - Conflict of interest and code of ethics ordinance.**

### **(a) Designation.**

This section shall be designated and known as the "City of South Miami Conflict of Interest and Code of Ethics Ordinance." This section shall be applicable to all city personnel as defined below, and shall also constitute a standard of ethical conduct and behavior for all autonomous personnel, quasi-judicial personnel, advisory personnel and departmental personnel. The provisions of this section shall be applied in a cumulative manner. By way of example, and not as a limitation, subsections (c) and (d) may be applied to the same contract or transaction.

**(b) Definitions.** For the purposes of this section the following definitions shall be effective:

- (1) The term "commission members" shall refer to the mayor and the members of the city commission.
- (2) The term "autonomous personnel" shall refer to the members of autonomous authorities, boards and agencies, such as the city community redevelopment agency and the health facilities authority.
- (3) The term "quasi-judicial personnel" shall refer to the members of the planning board, the environmental review and preservation board, the code enforcement board and such other individuals, boards and agencies of the city as perform quasi-judicial functions.
- (4) The term "advisory personnel" shall refer to the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission.
- (5) The term "departmental personnel" shall refer to the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.
- (6) The term "employees" shall refer to all other personnel employed by the city.
- (7) The term "compensation" shall refer to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.
- (8) The term "controlling financial interest" shall refer to ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.
- (9) The term "immediate family" shall refer to the spouse, parents, children, brothers and sisters of the person involved.
- (10) The term "transact any business" shall refer to the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a Solicitation, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.

### **(c) Prohibition on transacting business with the city.**

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal:

- (1) The payment of taxes, special assessments or fees for services provided by the city government;
- (2) The purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time.

*Waiver of prohibition.* The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- (1) An open-to-all sealed competitive proposal has been submitted by a city person as defined in paragraphs (b)(2), (3) and (4);
- (2) The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the state and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a city person defined in paragraphs (b)(2), (3) and (4);
- (3) The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; and
- (4) That the proposed transaction will be in the best interest of the city.

This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

*Provisions cumulative.* This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

### **RFP for Sale and Purchase of City Property**

**(d) Further prohibition on transacting business with the city.**

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The remaining provisions of subsection (c) will also be applicable to this subsection as though incorporated by recitation.

Additionally, no person included in the term defined in paragraph (b)(1) shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any of the persons or entities which would be or might be directly or indirectly affected by any action of the city commission:

(1) Officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or  
(2) Stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in paragraph (b)(1) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in paragraph (b)(1) who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

**(E) Gifts.**

(1) *Definition.* The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

(2) *Exceptions.* The provisions of paragraph (e)(1) shall not apply to:

- a. Political contributions specifically authorized by state law;
- b. Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under paragraph (3);
- c. Awards for professional or civic achievement;
- d. Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature.

(3) *Prohibitions.* A person described in paragraphs (b)(1) through (6) shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give or agree to give to any person included in the terms defined in paragraphs (b)(1) through (6), or for any person included in the terms defined in paragraphs (b)(1) through (6) to accept or agree to accept from another person or entity, any gift for or because of:

- a. An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
- b. A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
- c. A legal duty violated or to be violated, or which could be violated by any person included in the term defined in paragraph (b)(1); or
- d. Attendance or absence from a public meeting at which official action is to be taken.

(4) *Disclosure.* Any person included in the term defined in paragraphs (b)(1) through (6) shall disclose any gift, or series of gifts from anyone person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by chapter 112, Florida Statutes, for "local officers" with the city clerk simultaneously with the filing of the form with the clerk of the county and with the Florida Secretary of State.

**(f) Compulsory disclosure by employees of firms doing business with the city.**

Should any person included in the terms defined in paragraphs (b)(1) through (6) be employed by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the city.

**(g) Exploitation of official position prohibited.**

No person included in the terms defined in paragraphs (b)(1) through (6) shall corruptly use or attempt to use an official position to secure special privileges or exemptions for that person or others.

**(h) Prohibition on use of confidential information.**

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official

position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

**(i) Conflicting employment prohibited.**

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept other employment which would impair independence of judgment in the performance of any public duties.

**(j) Prohibition on outside employment.**

(1) No person included in the terms defined in paragraphs (b)(6) shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:

a. *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.

b. *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subparagraph c. is obtained.

c. *Approval of department head required.* Any outside employment by any full-time city employee must first be approved in writing by the employee's department head who shall maintain a complete record of such employment.

d. *Penalty.* Any person convicted of violating any provision of this subsection shall be punished as provided in section 1-11 of the Code of Miami-Dade County and, in addition shall be subject to dismissal by the appointing authority. The city may also assess against a violator a fine not to exceed \$500.00 and the costs of investigation incurred by the city.

(2) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

**(k) Prohibited investments.**

No person included in the terms defined in paragraphs (b)(1) through (6) or a member of the immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

**(l) Certain appearances and payment prohibited.**

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.

(2) No person included in the terms defined in paragraphs (b)(2), (3) and (4) shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party who has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question.

**(m) Actions prohibited when financial interests involved.**

No person included in the terms defined in paragraphs (b) (1) through (6) shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

**(n) Acquiring financial interests.**

No person included in the terms defined in paragraphs (b)(1) through (6) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

**(o) Recommending professional services.**

No person included in the terms defined in paragraphs (b)(1) through (4) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

**(p) Continuing application after city service.**

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall, for a period of two years after his or her city service or employment has ceased, lobby any city official [as defined in paragraphs (b)(1) through (6)] in connection with any judicial or other proceeding, application, Solicitation, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after his or her service has ceased.

(2) The provisions of the subsection shall not apply to persons who become employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of those entities in their official capacities.

(3) The provisions of this subsection shall apply to all persons described in paragraph (p)(1) whose city service or employment ceased after the effective date of the ordinance from which this section derives.

(4) No person described in paragraph (p)(1) whose city service or employment ceased within two years prior to the effective date of this ordinance shall for a period of two years after his or her service or employment enter into a lobbying contract to lobby any city official in connection with any subject described in paragraph (p)(1) in which the city or one of its agencies is a party or has any direct and substantial interest; and in which he or she participated directly or indirectly through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "directly" where he or she was substantially involved in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "indirectly" where he or she knowingly participated in any way in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. All persons covered by this paragraph shall execute an affidavit on a form approved by the city attorney prior to lobbying any city official attesting that the requirements of this subsection do not preclude the person from lobbying city officials.

(5) Any person who violates this subsection shall be subject to the penalties provided in section 8A-2(p).

**(q) City attorney to render opinions on request.**

Whenever any person included in the terms defined in paragraphs (b)(1) through (6) and paragraph (b)(9) is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics ordinance, or whenever any person who renders services to the city is in doubt as to the applicability of the ordinance that person, may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name.

*(Ord. No. 6-99-1680, § 2, 3-2-99)*

*Editor's note-* Ord. No. 6-99-1680, § 1, adopted 3-2-99, repealed §§ 8A-1 and 8A-2 in their entirety and replaced them with new §§

8A-1 and 8A-2. Former §§ 8A-1 and 8A-2 pertained to declaration of policy and definitions, respectively, and derived from Ord. No. 634, §§ 1 (1A-1), 1 (1A-2) adopted Jan. 11, 1969.

END OF SECTION

**EXHIBIT I**  
**Mandatory Minimum Contractual Criteria for Negotiation of Contract**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-7849 SW 68 Avenue**

FROM OF CONTRACT	Florida Relators/Florida Bar As-is Residential Contract, <b>Exhibit VI</b>
TOTAL PURCHASE PRICE:	Proposer to provide highest and best offer. All sales must be approved by the City Commission.
FINANCING:	All cash offers; No financing contingency.
<b>INITIAL DEPOSIT</b>	<b>3% of proposed purchase price</b>
DUE DILIGENCE PERIOD:	Sixty (60) days of Contract execution by Seller with right to extend Due Diligence Period an additional thirty (30) days upon payment of an additional 5% Deposit.
TOTAL DEPOSIT:	Upon expiration of Due Diligence Period, an Additional Deposit of the sum of money necessary to bring the total Deposit equal to five percent (5%) of the Total Purchase Price, which Initial and Additional Deposit shall be a Total Deposit of five percent (5%) of the purchase price and shall be non-refundable and paid to City at the expiration of the Due Diligence Period.
CLOSING:	Closing on sale of Property will occur no earlier than 30 days but not later than 6 months following the end of the Due Diligence Period, including any extension agreed to in writing by all parties.
BROKERAGE FEES:	There shall be no brokerage fees in association with this transaction.
AS IS PURCHASE:	The Property is being purchased by Proposer on an “as-is” “where is” basis without representation or warranty by the City.

END OF SECTION

**EXHIBIT II**  
**RESPONDENTS COST AND TECHNICAL PROPOSAL**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-7849 SW 68 Avenue**

**The Property subject of this RFP includes:**

**7849 SW 68 Avenue, South Miami, FL 33143**

**(Folio: # 09-4035-013-0942)**

**MAXIMUM BID CASH OFFER FOR THE  
SUBJECT PROPERTY:**

**\$ \_\_\_\_\_**

SUBMITTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

PROPOSAL SUBMITTED BY:

\_\_\_\_\_  
Company/Respondent

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Name of Person Authorized to Submit Proposal

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Title

END OF SECTION

**EXHIBIT III**  
**IRREVOCABLE LETTER OF CREDIT**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-7849 SW 68 Avenue**

**IRREVOCABLE LETTER OF CREDIT**

**NOTE: PROVIDED BY RESPONDENT**

END OF SECTION

**EXHIBIT IV**

**Miami-Dade Property Appraisers Summary Report**

**SALE AND PURCHASE OF CITY PROPERTY  
RFP #CSM2021-7849 SW 68 Avenue**

**Miami-Dade Property Appraisers Summary Report for**

**Folio #09-4035-013-0942**

**7849 SW 68 Avenue, South Miami, FL 33143**

END OF SECTION



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 3/8/2021

Property Information	
Folio:	09-4035-013-0942
Property Address:	
Owner	CITY OF SOUTH MIAMI
Mailing Address	6130 SUNSET DR MIAMI, FL 33143-5040
PA Primary Zone	0800 SGL FAMILY - 1701-1900 SQ
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	449 Sq.Ft
Year Buil	0



Assessment Information			
Year	2020	2019	2018
Land Value	\$16,164	\$13,021	\$13,021
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$16,164	\$13,021	\$13,021
Assessed Value	\$718	\$653	\$594

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction	\$15,446	\$12,368	\$12,427
Municipal	Exemption	\$718	\$653	\$594

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
WEST LARKIN PARK PB 12-49 N6FT OF W74.97FT OF LOT C LOT SIZE SITE VALUE OR 21194-1763 0403 3

Taxable Value Information			
	2020	2019	2018
<b>County</b>			
Exemption Value	\$718	\$653	\$594
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$16,164	\$13,021	\$13,021
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$718	\$653	\$594
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$718	\$653	\$594
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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:

**EXHIBIT V**  
**Land Appraisers Report**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-7849 SW 68 Avenue**

**Land Appraisers Report**  
**For 7849 SW 68 Avenue, South Miami, FL 33143**  
**Prepared by Penser Appraisals**

END OF SECTION

**APPRAISAL OF**



**VACANT LAND**

**LOCATED AT:**

**7849 SW 68th AVENUE (APPROX.)  
SOUTH MIAMI, FL 33143**

**FOR:**

**PRIVATE**

**BORROWER:**

**N/A**

**AS OF:**

**February 9, 2021**

**BY:**

**LUIS ALBERTO PENAGOS  
CERT RES RD4729**

**APPRAISER'S CERTIFICATION:**

The following Certification statements are in addition to and may supercede the signed Appraiser's Certification attached to this appraisal report. This Appraiser's Certification is compliant with the current edition of the Uniform Standards of Professional Appraisal Practice.

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

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

I  have  have not made a personal inspection of the property that is the subject of this report. (If more than one person signs this certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property.)

No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated.)

**PURPOSE, INTENDED USE, AND INTENDED USER OF THE APPRAISAL:**

The purpose of the appraisal is to estimate the market value of the subject property, as defined in this report, as of the effective date of this report. The intended use of the appraisal is to assist the client and any other intended users in the underwriting, approval, and funding of the mortgage loan. The intended users of this report are the stated client and any other institutions involved in the underwriting, approval, and funding of the mortgage loan. No one else, including the purchaser and seller, should rely on the estimate of value or any other conclusions contained in this appraisal report.

**ANALYSIS AND REPORT FORM:**

The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales, listings, and/or rentals within the subject market area.

The original source of the comparable data described in the Data Source section of the market grid along with the source of confirmation provided, where available, the original source is presented first. The sources and data are considered reliable. When conflicting information was provided, source deemed most reliable has been used. Data believed to be unreliable was not included in the report or used as a basis for the value conclusion. The extent of the analysis to this assignment is stated in the Appraiser's Certification included above and attached to this report.

**DEFINITION OF INSPECTION:**

The term "Inspection", as used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing systems, mechanical systems, foundation system, floor structure, or subfloor. The appraiser is not an expert in construction materials and the purpose of the appraisal is to make an economic evaluation of the subject property. If the client needs a more detailed inspection of the property, a home inspection, by a Professional Home Inspector, is suggested.

**DIGITAL SIGNATURES:**

The signature(s) affixed to this report, and certification, were applied by the original appraiser(s) or supervisory appraiser and represent their acknowledgements of the facts, opinions and conclusions found in the report. Each appraiser(s) applied his or her signature electronically using a password encrypted method. Hence these signatures have more safeguards and carry the same validity as the individual's hand applied signature. If the report has a hand-applied signature, this comment does not apply.

**OPINION OF MARKET VALUE VS ESTIMATE OF MARKET VALUE:**

The current Uniform Standards of Professional Appraisal Practice defines the market value conclusion as an opinion of market value and not an estimate of market value.


**THREE YEAR SALES HISTORY FOR THE SUBJECT PROPERTY:**

The appraiser has complied with Standards Rule 1-5b and 2-2b (ix) requiring the appraiser to analyze and report all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal. If this information was available to the appraiser(s), it is reported in the subject column of Sales Comparison Analysis section of the appraisal report.

**EXPOSURE PERIOD:**

By studying the sales of similar comparable residential properties with value ranges as identified in the Neighborhood section of this report and discussions with individuals knowledgeable of current neighborhood trends in the subject area, the appraiser feels that the exposure time for the subject property is equal to the indicated Marketing Time identified in the Neighborhood section of this appraisal report.

**APPRAISER:**

Signature   
 Name **LUIS ALBERTO PENAGOS**  
 Date Report Signed **02/18/2021**  
 State Certification # **CERT RES RD4729** State **FL**  
 Or State License # \_\_\_\_\_ State \_\_\_\_\_

**SUPERVISORY APPRAISER:**

Signature \_\_\_\_\_  Did  Did Not  
 Name \_\_\_\_\_ Inspect Property  
 Date Report Signed \_\_\_\_\_  
 State Certification # \_\_\_\_\_ State \_\_\_\_\_  
 Or State License # \_\_\_\_\_ State \_\_\_\_\_



**PENSER APPRAISALS  
LAND APPRAISAL REPORT**

File No. **05016526**

<b>SUBJECT</b>	Property Address <b>7849 SW 68th AVENUE (APPROX.)</b>	Census Tract <b>0076.04</b>	<b>LENDER DISCRETIONARY USE</b> Sale Price \$ _____ Date _____ Mortgage Amount \$ _____ Mortgage Type _____ Discount Points and Other Concessions _____ Paid by Seller \$ _____ Source _____	
	City <b>SOUTH MIAMI</b> County <b>MIAMI-DADE</b> State <b>FL</b> Zip Code <b>33143</b>			
	Legal Description <b>See Attached Addendum.</b>			
	Owner/Occupant <b>CITY OF SOUTH MIAMI</b>	Map Reference <b>54-40-24</b>		
	Sale Price \$ <b>N/A</b> Date of Sale <b>N/A</b>	Property Rights Appraised		
Loan charges/concessions to be paid by seller \$ <b>N/A</b>	<input checked="" type="checkbox"/> Fee Simple			
R.E. Taxes \$ <b>0.00</b> Tax Year <b>2020</b> HOA \$/Mo. <b>N/A</b>	<input type="checkbox"/> Leashold			
Lender/Client <b>PRIVATE</b>	<input type="checkbox"/> Condominium (HUD/VA)			
	<input type="checkbox"/> PUD			

<b>NEIGHBORHOOD</b>	<b>LOCATION</b>	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	<b>NEIGHBORHOOD ANALYSIS</b>	Good	Avg.	Fair	Poor	
	<b>BUILT UP</b>	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%		Employment Stability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>GROWTH RATE</b>	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow		Convenience to Employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>PROPERTY VALUES</b>	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining		Convenience to Shopping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>DEMAND/SUPPLY</b>	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply		Convenience to Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>MARKETING TIME</b>	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 3-6 Mos.	<input type="checkbox"/> Over 6 Mos.	Adequacy of Public Transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>PRESENT LAND USE %</b>	<b>LAND USE CHANGE</b>	<b>PREDOMINANT OCCUPANCY</b>	<b>SINGLE FAMILY HOUSING</b>							
Single Family <b>94%</b>	Not Likely <input checked="" type="checkbox"/>	Owner <input checked="" type="checkbox"/>	PRICE AGE							
2-4 Family <b>0%</b>	Likely <input type="checkbox"/>	Tenant <input type="checkbox"/>	\$(000) (yrs)							
Multi-Family <b>0%</b>	In process <input type="checkbox"/>	Vacant (0-5%) <input checked="" type="checkbox"/>	<b>230</b> Low <b>2</b>							
Commercial <b>5%</b>	To: _____	Vacant (over 5%) <input type="checkbox"/>	<b>3300</b> High <b>102</b>							
Industrial <b>0%</b>			Predominant							
Vacant <b>1%</b>			<b>600</b> - <b>67</b>							

Note: Race or the racial composition of the neighborhood are not considered reliable appraisal factors. COMMENTS: **THE SUBJECT IS LOCATED IN AN ESTABLISHED RESIDENTIAL NEIGHBORHOOD CONSISTING OF SINGLE FAMILY HOMES. NO FACTORS WERE OBSERVED WHICH MAY ADVERSELY AFFECT MARKETABILITY. SCHOOLS, SHOPPING, PLACES OF WORSHIP, MEDICAL FACILITIES AND PUBLIC TRANSPORTATION ARE IN CLOSE PROXIMITY.**


<b>SITE</b>	<b>Dimensions NOT RECORDED IN TAX ROLLS</b>		Topography	<b>LEVEL</b>
	Site Area <b>449 Sq.Ft./TAX RECORDS</b>	Corner Lot <b>NO (SIZE NOT RECD.)</b>	Size	<b>TYPICAL FOR AREA</b>
	Zoning Classification <b>8080 - VACANT GOVERNMENTAL: V.L.</b>	Zoning Compliance <b>LEGAL</b>	Shape	<b>RECTANGULAR</b>
	HIGHEST & BEST USE: Present Use <b>RESIDENTIAL</b>	Other Use <b>VACANT LAND</b>	Drainage	<b>APPEARS ADEQUATE</b>
	<b>UTILITIES</b>	<b>SITE IMPROVEMENTS</b>	View	<b>TYPICAL</b>
Electricity <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other _____	Street <b>ASPHALT</b> <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/>	Landscaping	<b>TYPICAL</b>	
Gas <input type="checkbox"/>	Curb/Gutter <b>NONE</b> <input type="checkbox"/>	Driveway	<b>NONE</b>	
Water <input checked="" type="checkbox"/>	Sidewalk <b>NONE</b> <input type="checkbox"/>	Apparent Easements	<b>NONE</b>	
Sanitary Sewer <input checked="" type="checkbox"/>	Street Lights <b>NONE</b> <input type="checkbox"/>	FEMA Flood Hazard	Yes* _____ No <input checked="" type="checkbox"/>	
Storm Sewer <input type="checkbox"/>	Alley <b>NONE</b> <input type="checkbox"/>	FEMA* Map/Zone	<b>X</b>	
<b>Comments</b> (Apparent adverse easements, encroachments, special assessments, slide areas, etc.): <b>NO APPARENT ADVERSE EASEMENTS, ENCROACHMENTS, OR OTHER ADVERSE CONDITIONS OBSERVED.</b>				

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	<b>7849 SW 68th AVE SOUTH MIAMI, FL</b>	<b>5341 SW 67th AVENUE SOUTH MIAMI, FL 33155</b>	<b>6721 SW 62nd COURT SOUTH MIAMI, FL 33143</b>	<b>6747 SW 78th TERRACE SOUTH MIAMI, FL 33143</b>
Proximity to Subject		<b>1.60 miles NE</b>	<b>0.92 miles NE</b>	<b>0.06 miles NE</b>
Sales Price	\$ <b>N/A</b>	\$ <b>399,000</b>	\$ <b>325,000</b>	\$ <b>430,000</b>
Price/ PER S.F.	\$ <b>N/A</b>	\$ <b>39.34</b>	\$ <b>30.41</b>	\$ <b>34.40</b>
Data Source	<b>RQST/T.R.</b>	<b>REALQUEST/MLS/TAX REC.</b>	<b>REALQUEST/MLS/TAX REC.</b>	<b>REALQUEST/MLS/TAX REC.</b>
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing		<b>CASH</b>	<b>CASH</b>	<b>CASH</b>
Concessions		<b>NONE</b>	<b>NONE</b>	<b>NONE</b>
Date of Sale/Time	<b>N/A</b>	<b>CLSD 01/15/21</b>	<b>CLSD 12/11/20</b>	<b>CLSD 08/25/20</b>
Location	<b>SUBURBAN</b>	<b>SUBURBAN</b>	<b>SUBURBAN</b>	<b>SUBURBAN</b>
Site/View	<b>449 Sq.Ft.</b>	<b>10,141 Sq.Ft. -381,000</b>	<b>10,686 Sq.Ft. -311,000</b>	<b>12,500 Sq.Ft. -414,000</b>
UTILIT. TO SITE	<b>FPL</b>	<b>FPL</b>	<b>FPL</b>	<b>FPL</b>
ZONING	<b>RS-4 (S.F.-GEN.)</b>	<b>RS-4 (S.F.-GEN.)</b>	<b>RS-4 (S.F.-GEN.)</b>	<b>RS-4 (S.F.-GEN.)</b>
OTHER	<b>NONE</b>	<b>NONE</b>	<b>NONE</b>	<b>NONE</b>
MLS	<b>NONE</b>	<b>MLS#A10943328</b>	<b>MLS#A10606573</b>	<b>MLS#A10820891</b>
Net Adj. (total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ <b>381,000</b>	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ <b>311,000</b>	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ <b>414,000</b>
Indicated Value of Subject		Gross: <b>95.5</b> Net: <b>-95.5</b> \$ <b>18,000</b>	Gross: <b>95.7</b> Net: <b>-95.7</b> \$ <b>14,000</b>	Gross: <b>96.3</b> Net: <b>-96.3</b> \$ <b>16,000</b>
Comments of Sales Comparison: <b>SUBJECT PROPERTY FOLIO NUMBER: 09-4035-013-0942. SEE ADDENDUM.</b>				

Comments and Conditions of Appraisal: **THIS APPRAISAL IS INTENDED FOR VALUATION PURPOSES. THIS REPORT IS NOT INTENDED FOR ANY OTHER USE.**

Final Reconciliation: **FINAL RELIANCE IS PLACED UPON THE MARKET APPROACH TO VALUE BECAUSE OF THE RELIABILITY OF AVAILABLE MARKET DATA.**

<b>RECONCILIATION</b>	I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF <b>February 9, 2021</b> to be \$ <b>16,000</b>
	I (We) certify: that to the best of my (our) knowledge and belief, the facts and data used herein are true and correct; that I (we) personally inspected the subject property and inspected all comparable sales cited in this report; and that I (we) have no undisclosed interest, present or prospective therein.
	Appraiser(s)  <b>LUIS ALBERTO PENAGOS</b> Review Appraiser (if applicable) <input type="checkbox"/> Did <input type="checkbox"/> Did Not Inspect Property

**ADDENDUM**

Borrower: n/a	File No.: 05016526	
Property Address: 7849 SW 68th AVENUE (APPROX.)	Case No.:	
City: SOUTH MIAMI	State: FL	Zip: 33143
Lender: PRIVATE		

**Legal Description**

35 54 40 .18 ACWEST LARKIN PARK PB 12-49LOT C LESS E181.75FT & LESS N6FTOF W74.97FTOR 19047-3702 03  
2000 1COC 26407-2977 05 2008 1

**Comments on Sales Comparison**

**NOTES TO READER**

**- Reconciliation of Sales Approach to Value**

**Emphasis was given to all the sales when arriving at the subject's final market value estimate. All the comparable sales were arranged in the market grid in order of relevance taking into consideration proximity and date of sale.**

**The appraiser has made an extensive search of the subject neighborhood and nearby neighborhoods in order to select the best comparable sales available. The search criteria utilized in this report to find the comparables being presented was: 1) To find comparables that sold within the previous 6 months from the effective date of the appraisal report, 2) To find comparables that were located within the mile from the subject property, 3) To find comparables most comparable to the subject property considering factors of location, size, age, condition, style and features, 4) To find comparables that were located within the subject's neighborhood boundaries. All the comparable sales being utilized in this appraisal were all located within the subject's neighborhood boundaries. All the sales presented in the appraisal report are considered to be excellent indicators of the subject's current market value estimate. This is based on the appraiser's judgement that these sales are among the most comparable to the subject property considering factors of location, size, age, condition, style and features. The final opinion of value was reconciled by the final arithmetic mean of the final adjusted sales prices of the 3 closed sales presented in the appraisal report.**

**- The subject's area consist of a wide range of properties types, varying in size, quality, condition and price. The range of property values is typical of the area and marketability on all the value ranges is average. Therefore, any deviation from the predominant value should have no effect on marketability and/or market value.**

**- The subject is located in an established residential neighborhood consisting of single family homes. It is located in the city of South Miami in Miami-Dade county. Schools and family amenities are in close proximity with shopping available along the major arteries.**

**CONDITIONS OF APPRAISAL**

A digital signature has been applied to this report by the appraiser. I certify that this is a true and original signature. This and all reports that are issued via Electronic Data Exchange are released in a "Locked" or "Read Only" mode. As such, the appraiser is the sole individual who can amend or change this report.

**SUPPLEMENTAL ADDENDUM**

**PURPOSE OF APPRAISAL**

The purpose of this report is to estimate the market value of the subject property as of the date indicated. The subject is appraised on the basis of conventional financing, unaffected by any special financing, fees, costs or credits.

**SCOPE OF THE APPRAISAL**

The "scope of the appraisal" means the extent of the process of collecting, confirming and reporting data pertinent to the formation of a market value estimate for the subject property. The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables are shown in the Data Source section of the market grid, along with sources of confirmation, if available. When conflicting information was provided, the source deemed most reliable was used. Data believed unreliable was not included in the report, nor used as a basis for the value conclusion. All of the relevant aspects of

## ADDENDUM

Borrower: n/a	File No.: 05016526	
Property Address: 7849 SW 68th AVENUE (APPROX.)	Case No.:	
City: SOUTH MIAMI	State: FL	Zip: 33143
Lender: PRIVATE		

the verified data relied upon, as known to the appraiser, is reported within this report. Descriptive factors and a discussion of the data are included within the appropriate sections of this report.

### HIGHEST AND BEST USE

Highest and Best Use. The reasonable probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

Highest and best use of land or site as though vacant. The use of a property based on the assumption that a parcel of land is vacant or can be made vacant through demolition of any improvements.

Highest and best use of property as improved. The use that should be made of a property as it exists.

The opinion of Highest and Best indicated in this report takes into account these factors and the nature of the subject property as it compares with the surrounding neighborhood.

### CONDITION OF COMPONENTS

The appraisal calls for opinions of condition on certain components of the subject improvements including, but not limited to; appliances, heating/cooling, surfaces, electrical, mechanical, roof, and plumbing systems. The conditions indicated in this report are based on observations made at the time of inspection. They rely on reasonable expectations as to adequacy as well as visual indications; and are based upon neighborhood standards. The observations do not constitute certifications; and if certification is required a legally qualified consultant should be retained.

### ZONING AND BUILDING COMPLIANCE

The opinion of zoning compliance expressed in this report is based on inspection of the property, and generally available information with respect to the assigned zoning classification, and does not represent a certification of compliance. This report also assumes that the property as inspected was built in compliance with all applicable codes, regulations and that all necessary permits were obtained.

### ENVIRONMENTAL

Unless otherwise stated in this report, the existence of hazardous material, storage items, containers, or material that are not intended for normal and average consumer usage around the home, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

### FLOOD ZONE

The flood zone indicated on this report was obtained from flood insurance rate maps (firm), issued by the federal emergency management agency (FEMA). The zone indicated in the yes/no space on the first page of this report refers to whether or not the subject property lies in a FEMA or HUD defined flood hazard area. It does not refer to flood insurance requirements, which are set by policy of lenders and participants in the mortgage markets.

Occasionally, a property will be located on or near a flood zone boundary line making it difficult to determine the exact zone, given the limited detail of the firm maps. In these instances the most hazardous zone will be indicated on the report. Final verification of the zone should be made by engineering survey.

### PERSONAL PROPERTY

Personal property, including those items which are not permanently attached/affixed to the real

## ADDENDUM

Borrower: n/a

File No.: 05016526

Property Address: 7849 SW 68th AVENUE (APPROX.)

Case No.:

City: SOUTH MIAMI

State: FL

Zip: 33143

Lender: PRIVATE

property, have not been included in the estimate of value unless otherwise indicated. Examples of the aforementioned include above ground pools, counter top microwaves ovens, moveable dishwashers, furniture, etc.

### SUBJECT SKETCH

The appraiser is not a surveyor; therefore the dimensions are approximate and the diagram is for visual aid only.

### SQUARE FOOTAGE - COMPARABLE SALES

The appraiser uses actual living area in the market analysis for the subject and the comparable sale properties. The living area utilized for the comparable sales has been obtained from the Public Records/Tax Rolls and may have been further modified by the field appraiser's observation of the actual improvements.

The living area of the comparable sales has been estimated to the best of the appraiser's observations and information obtainable. However, the appraiser has not measured the sale properties or had benefit of surveys, unless otherwise noted.

### TAXES/LEGAL DESCRIPTION

This information has been derived through public record sources/tax rolls as provided by F.A.R.E.S. to our office.

### COST APPROACH

The replacement costs utilized within this appraisal are obtained from the "Marshall & Swift Cost Handbook" and rounded. The appropriate cost adjustments were made for size and style of the improvements. These cost figures are frequently compared to actual construction costs supplied by local builders.

The site value was based upon recent sales of comparable sites in the Subject's general neighborhood or competing neighborhoods. If no land sales were available, the site value was abstracted from improved sales from within the Subject's immediate area.

If the subject property is a condominium unit, the cost approach is not considered appropriate and therefore was not utilized in this report.

### MARKET APPROACH

The adjustments for sales/financing concessions are not necessarily the stated value of the concessions, but rather the market-indicated impact of such concessions. Whenever possible, financial considerations have been verified by buyer, seller or sales agent.

It is the appraiser's opinion that the comparable sales utilized are the most reflective of the market for the Subject property.

### INCOME APPROACH

The Income Approach is premised on capitalizing a net operating income from a property to arrive at an indicated value. Residential property is typically purchased for its intangible assets, and not for the purposes of generating income. Furthermore, the lack of reliable rental data makes this approach too weak to utilize.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

## **STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION**

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc. ) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc. ) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated ) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.


**APPRAISERS CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and Limiting Conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** 7849 SW 68th AVENUE (APPROX.), SOUTH MIAMI, FL, 33143

**APPRAISER:**

Signature:   
Name: LUIS ALBERTO PENAGOS  
Date Signed: 02/18/2021  
State Certification #: CERT RES RD4729  
or State License #: \_\_\_\_\_  
State: FL  
Expiration Date of Certification or License: 11/30/2022

**SUPERVISORY APPRAISER (only if required)**

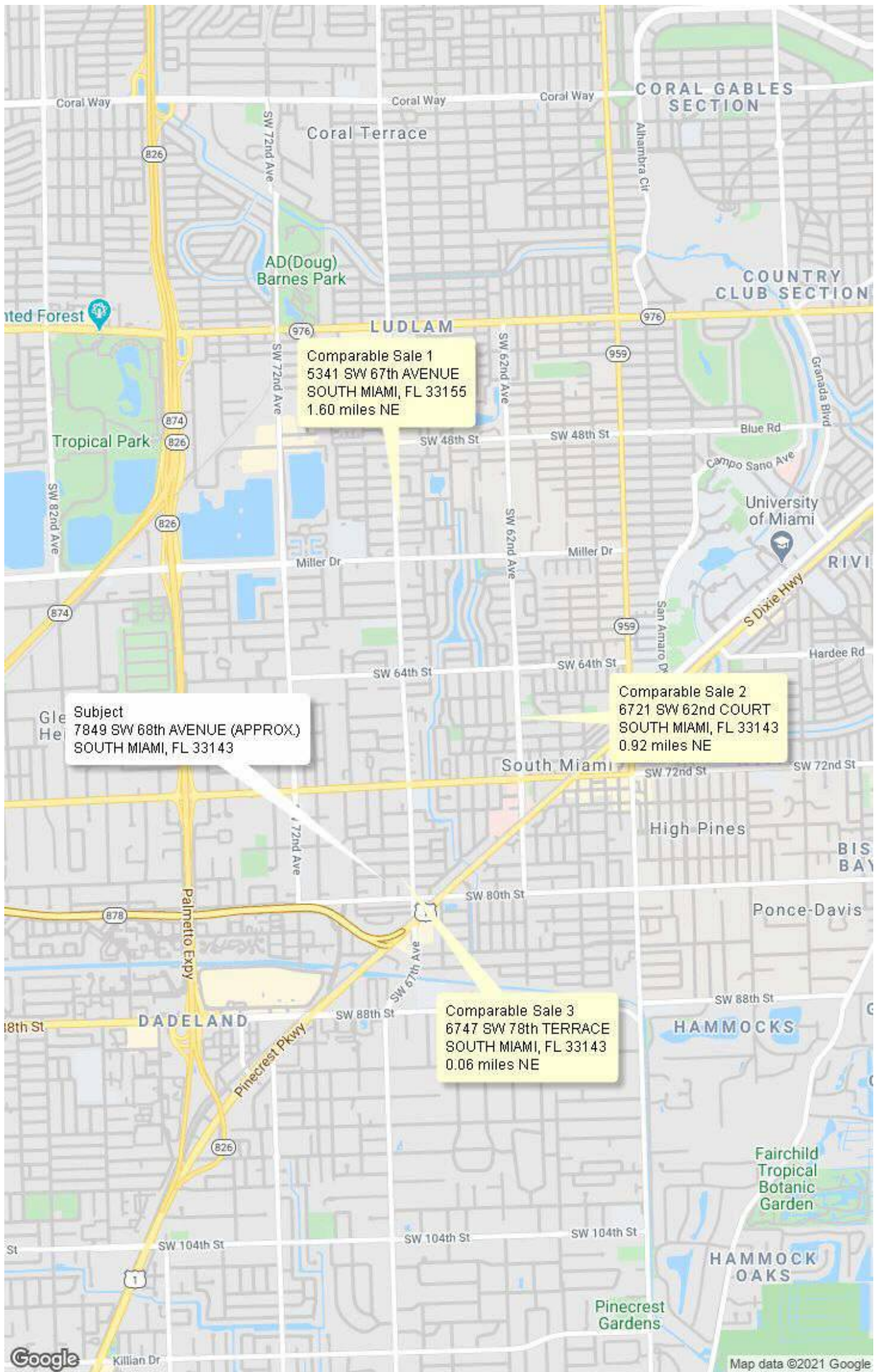
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
State Certification #: \_\_\_\_\_  
or State License #: \_\_\_\_\_  
State: \_\_\_\_\_  
Expiration Date of Certification or License: \_\_\_\_\_

Did  Did Not Inspect Property

**CERT RES RD4729**

LOCATION MAP

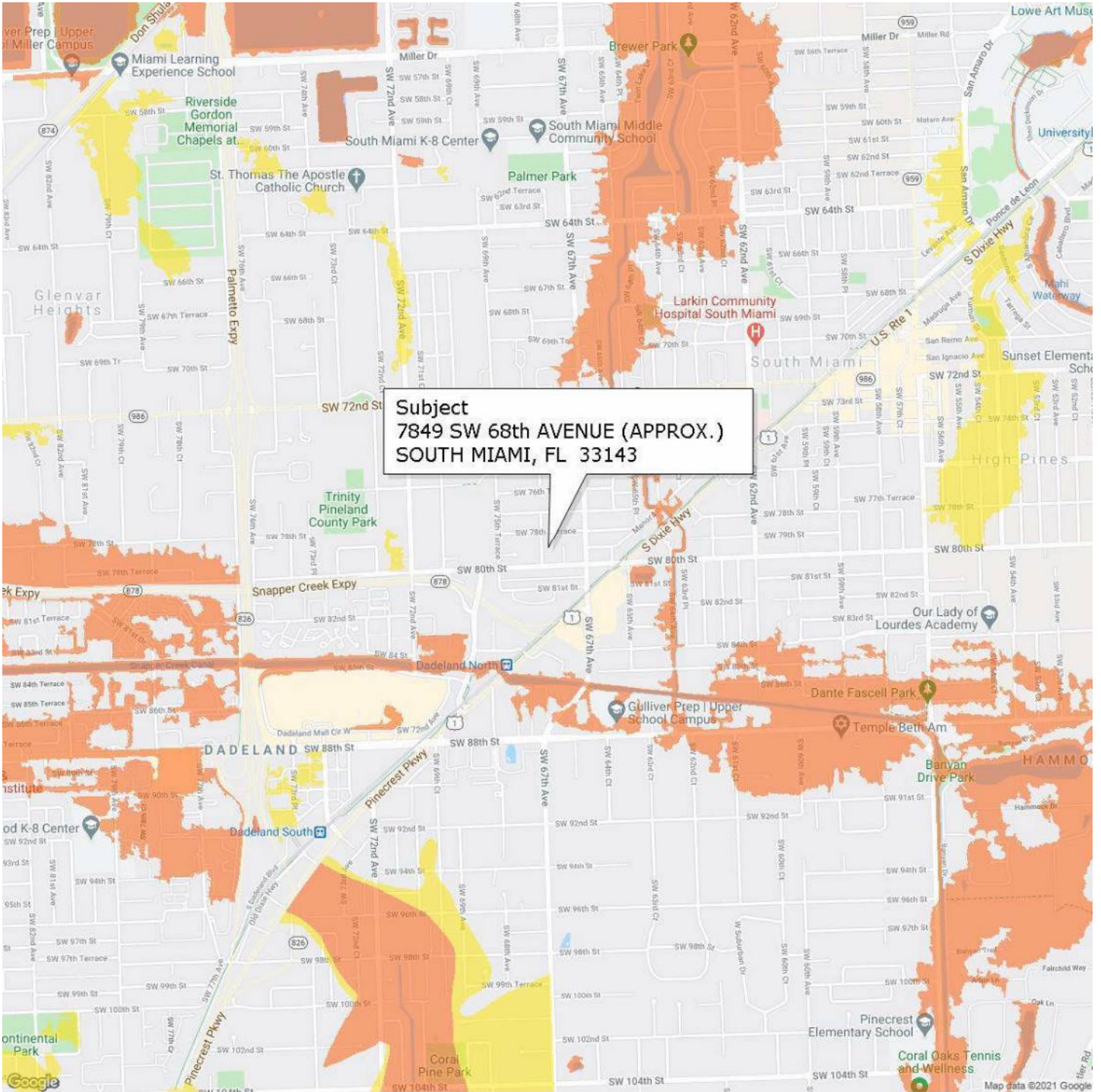
Borrower: <b>n/a</b>	File No.: <b>05016526</b>	
Property Address: <b>7849 SW 68th AVENUE (APPROX.)</b>	Case No.:	
City: <b>SOUTH MIAMI</b>	State: <b>FL</b>	Zip: <b>33143</b>
Lender: <b>PRIVATE</b>		



**FLOOD MAP**

Borrower: **n/a**  
 Property Address: **7849 SW 68th AVENUE (APPROX.)**  
 City: **SOUTH MIAMI**  
 Lender: **PRIVATE**

File No.: **05016526**  
 Case No.:  
 State: **FL**                      Zip: **33143**



**FLOOD INFORMATION**

**Community:** CITY OF SOUTH MIAMI  
 Property is **NOT** in a FEMA Special Flood Hazard Area  
**Map Number:** 12086C0458L  
**Panel:** 12086C0458  
**Zone:** X  
**Map Date:** 09-11-2009  
**FIPS:** 12086  
**Source:** FEMA DFIRM

**LEGEND**

- = FEMA Special Flood Hazard Area – High Risk
- = Moderate and Minimal Risk Areas
- Road View:**
- = Forest
- = Water

**Sky Flood™**

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.



PENSER APPRAISALS

Borrower: <b>n/a</b>	File No.: <b>05016526</b>
Property Address: <b>7849 SW 68th AVENUE (APPROX.)</b>	Case No.:
City: <b>SOUTH MIAMI</b>	State: <b>FL</b> Zip: <b>33143</b>
Lender: <b>PRIVATE</b>	



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 2/16/2021

Property Information	
Folio:	09-4035-013-0942
Property Address:	
Owner	CITY OF SOUTH MIAMI
Mailing Address	6130 SUNSET DR MIAMI, FL 33143-5040
PA Primary Zone	0800 SGL FAMILY - 1701-1900 SQ
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	449 Sq.Ft
Year Built	0



Assessment Information			
Year	2020	2019	2018
Land Value	\$16,164	\$13,021	\$13,021
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$16,164	\$13,021	\$13,021
Assessed Value	\$718	\$653	\$594

Taxable Value Information			
	2020	2019	2018
<b>County</b>			
Exemption Value	\$718	\$653	\$594
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$16,164	\$13,021	\$13,021
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$718	\$653	\$594
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$718	\$653	\$594
Taxable Value	\$0	\$0	\$0

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction	\$15,446	\$12,368	\$12,427
Municipal	Exemption	\$718	\$653	\$594

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
WEST LARKIN PARK PB 12-49 N6FT OF W74.97FT OF LOT C LOT SIZE SITE VALUE OR 21194-1763 0403 3

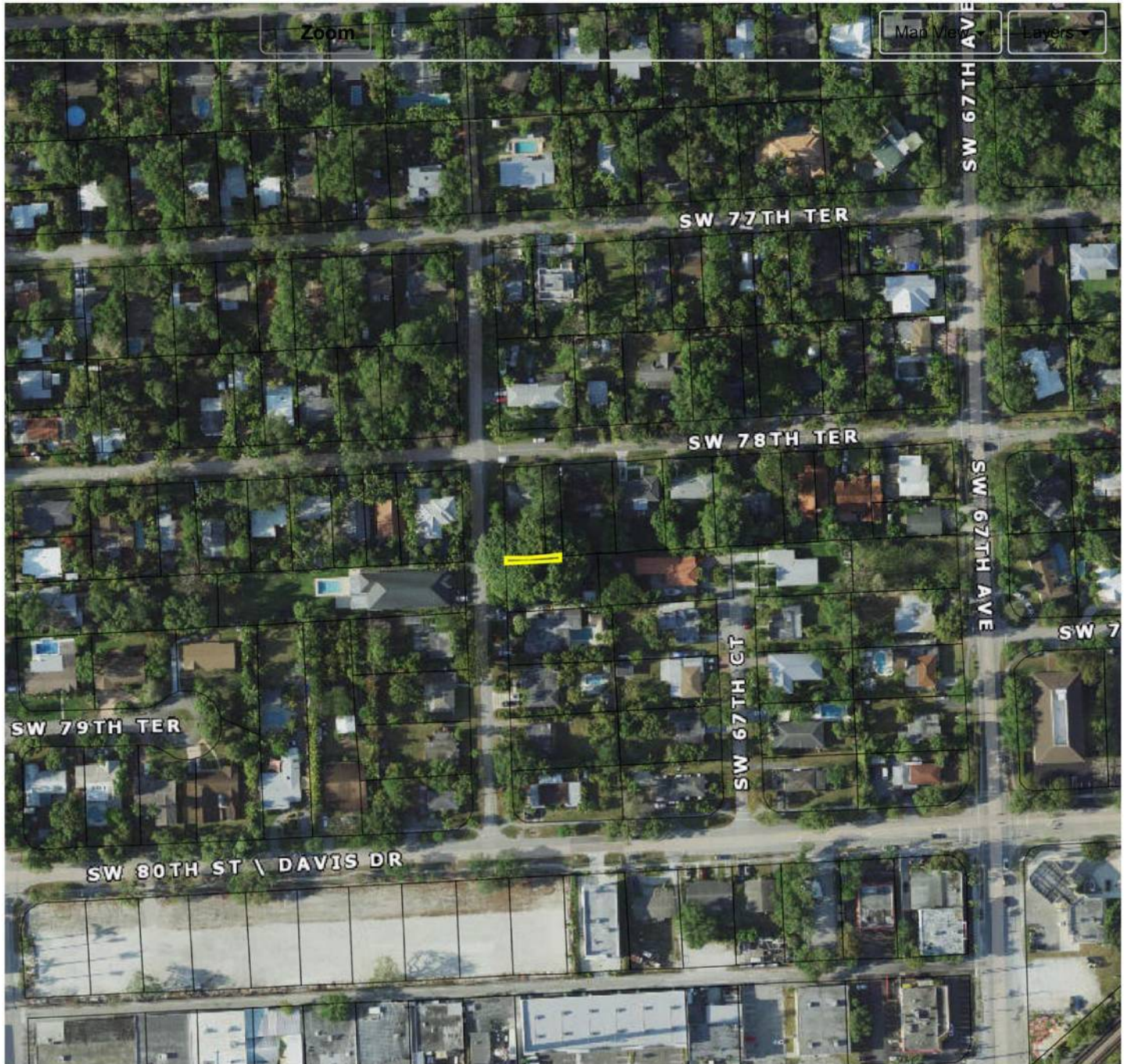
Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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:

PENSER APPRAISALS

Borrower: <b>n/a</b>	File No.: <b>05016526</b>	
Property Address: <b>7849 SW 68th AVENUE (APPROX.)</b>	Case No.:	
City: <b>SOUTH MIAMI</b>	State: <b>FL</b>	Zip: <b>33143</b>
Lender: <b>PRIVATE</b>		



**SUBJECT PROPERTY PHOTO ADDENDUM**

Borrower: <b>n/a</b>	File No.: <b>05016526</b>
Property Address: <b>7849 SW 68th AVENUE (APPROX.)</b>	Case No.:
City: <b>SOUTH MIAMI</b>	State: <b>FL</b> Zip: <b>33143</b>
Lender: <b>PRIVATE</b>	



**FRONT VIEW OF  
SUBJECT PROPERTY**

Appraised Date: **February 9, 2021**  
Appraised Value: \$ **16,000**



**REAR VIEW OF  
SUBJECT PROPERTY**



**STREET SCENE**

Borrower: <b>n/a</b>	File No.: <b>05016526</b>
Property Address: <b>7849 SW 68th AVENUE (APPROX.)</b>	Case No.:
City: <b>SOUTH MIAMI</b>	State: <b>FL</b> Zip: <b>33143</b>
Lender: <b>PRIVATE</b>	

**SUBJECT PROPERTY**

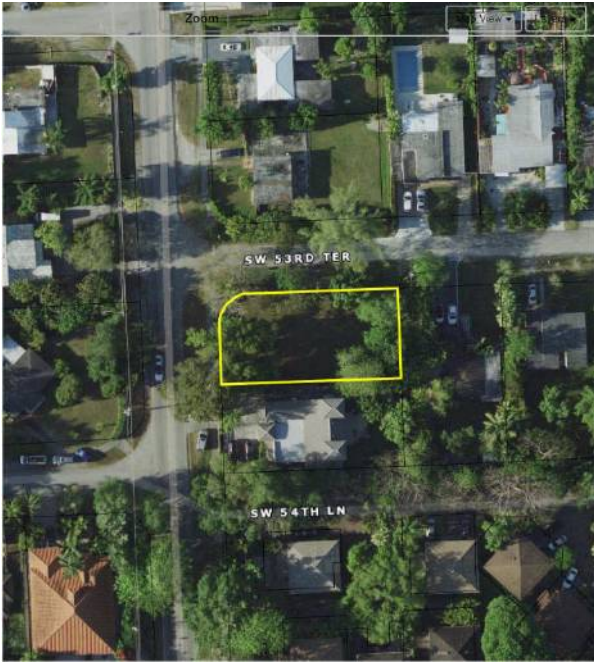


**SUBJECT'S STREET SCENE**



**COMPARABLE PROPERTY PHOTO ADDENDUM**

Borrower: <b>n/a</b>	File No.: <b>05016526</b>
Property Address: <b>7849 SW 68th AVENUE (APPROX.)</b>	Case No.:
City: <b>SOUTH MIAMI</b>	State: <b>FL</b> Zip: <b>33143</b>
Lender: <b>PRIVATE</b>	



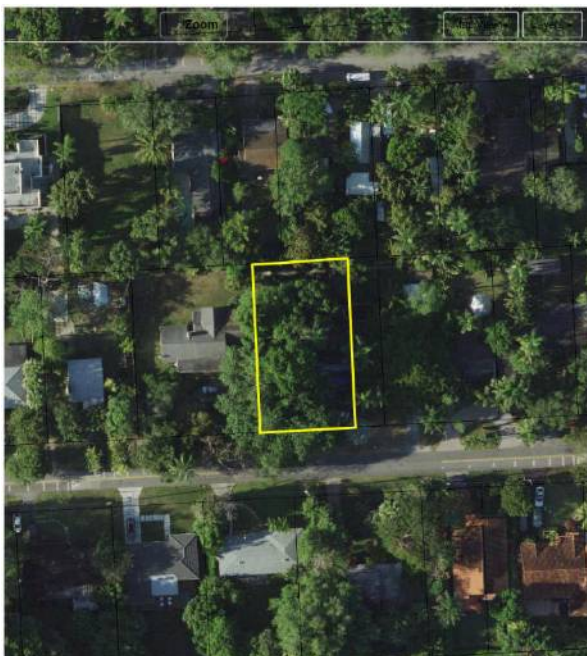
**COMPARABLE SALE #1**

**5341 SW 67th AVENUE  
SOUTH MIAMI, FL 33155  
Sale Date: CLSD 01/15/21  
Sale Price: \$ 399,000**



**COMPARABLE SALE #2**

**6721 SW 62nd COURT  
SOUTH MIAMI, FL 33143  
Sale Date: CLSD 12/11/20  
Sale Price: \$ 325,000**




**COMPARABLE SALE #3**


**6747 SW 78th TERRACE  
SOUTH MIAMI, FL 33143  
Sale Date: CLSD 08/25/20  
Sale Price: \$ 430,000**

PENSER APPRAISAL

Borrower: <b>n/a</b>	File No.: <b>05016526</b>
Property Address: <b>7849 SW 68th AVENUE (APPROX.)</b>	Case No.:
City: <b>SOUTH MIAMI</b>	State: <b>FL</b> Zip: <b>33143</b>
Lender: <b>PRIVATE</b>	



Ron DeSantis, Governor



Halsey Beshears, Secretary


**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA REAL ESTATE APPRAISAL BD**

THE CERTIFIED RESIDENTIAL APPRAISER HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**PENAGOS, LUIS ALBERTO**  
16559 SW 61ST LN  
MIAMI FL 33193

**LICENSE NUMBER: RD4729**  
**EXPIRATION DATE: NOVEMBER 30, 2022**  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

**PENSER APPRAISALS**

Borrower: <b>n/a</b>	File No.: <b>05016526</b>
Property Address: <b>7849 SW 68th AVENUE (APPROX.)</b>	Case No.:
City: <b>SOUTH MIAMI</b>	State: <b>FL</b> Zip: <b>33143</b>
Lender: <b>PRIVATE</b>	



Real Estate Appraisers  
Errors and Omissions Policy

**Declarations**

Agency	Branch	Prefix	Policy Number
078990	969	RIA65261408220	

Insurance is provided by  
Continental Casualty Company,  
151 North Franklin Street, Chicago, IL 60606  
A Stock Insurance Company.

**1. NAMED INSURED AND MAILING ADDRESS:**

Luis Alberto Penagos  
  
16559 SW 61 Lane  
Miami, FL 33193

**NOTICE TO POLICYHOLDERS:**  
The Errors and Omissions Liability coverage afforded by this policy is on a Claims Made and Reported basis. Claim Expenses will reduce the Limits of Liability. Please review the policy carefully and discuss this coverage with your insurance agent or broker.

**2. POLICY PERIOD:**      Inception: 11/08/2020      Expiration: 11/08/2021  
at 12:01 A.M. Standard time at your address shown above.

**3. ERRORS AND OMISSIONS LIABILITY:**

A. Limits of Liability:	Each Claim:	\$1,000,000	Aggregate:	\$1,000,000
B. Discrimination Limits of Liability:				\$100,000
C. Deductible:	Each Claim:	\$1,000		
D. First Coverage Date:	11/08/2020			
E. Prior Acts Date:	11/08/2005			

**4. PREMIUM**

Total Premium: \$567.00

**5. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:**

CNA88632XX	Individual Real Estate Appraisers
CNA90097XX	Vicarious Liability Endorsement
CNA91170FL	Amendatory Endorsement - Florida
GSL7541FL	Cancellation/Non-Renewal Endorsement - Florida

CNA90182XX ED 09-2017  
I - 1372979    B - 36630

*Kathleen M. Curry*  
Countersigned by Authorized Representative

**EXHIBIT VI**  
**FORM OF CONTRACT**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-7849 SW 68 Avenue**

**FLORIDA RELATORS/FLORIDA BAR AS-IS RESIDENTIAL  
CONTRACT**

END OF SECTION

“AS IS” Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



1\* PARTIES: \_\_\_\_\_ (“Seller”),
2\* and \_\_\_\_\_ (“Buyer”),

3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively “Property”) pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and
5 any riders and addenda (“Contract”):

6 1. PROPERTY DESCRIPTION:

- 7\* (a) Street address, city, zip: \_\_\_\_\_
8\* (b) Property is located in: \_\_\_\_\_ County, Florida. Real Property Tax ID No.: \_\_\_\_\_
9\* (c) Real Property: The legal description is \_\_\_\_\_

10
11
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached
13 wall-to-wall carpeting and flooring (“Real Property”) unless specifically excluded in Paragraph 1(e) or by other terms
14 of this Contract.

- 15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which
16 are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase
17 range(s)/(oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and
18 draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access
19 devices, and storm shutters/panels (“Personal Property”).
20\* Other items included in this purchase are: \_\_\_\_\_

21
22 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- 23\* (e) The following items are excluded from the purchase: \_\_\_\_\_

24
25 PURCHASE PRICE AND CLOSING

26\* 2. PURCHASE PRICE (U.S. currency): ..... \$ \_\_\_\_\_

- 27\* (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) ... \$ \_\_\_\_\_

28 The initial deposit made payable and delivered to "Escrow Agent", named below

29\* (CHECK ONE): (i)  accompanies offer or (ii)  is to be made within \_\_\_\_\_(if left blank,
30 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)
31 SHALL BE DEEMED SELECTED

32\* Escrow Agent Information: Name: \_\_\_\_\_

33\* Address \_\_\_\_\_

34\* Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

- 35\* (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10)
36\* days after Effective Date..... \$ \_\_\_\_\_

37 (All deposits paid or agreed to be paid, are collectively referred to as the “Deposit”)

- 38\* (c) Financing: Express as a dollar amount or percentage (“Loan Amount”) see Paragraph 8 ..... \$ \_\_\_\_\_

- 39\* (d) Other: \_\_\_\_\_ ..... \$ \_\_\_\_\_

- 40 (e) Balance to close (not including Buyer’s closing costs. prepaids and prorations) by wire
41\* transfer or COLLECTED funds..... \$ \_\_\_\_\_

42 NOTE: For the definition of “COLLECTION” OR “COLLECTED” see STANDRD S.

43 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- 44\* (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before \_\_\_\_\_
45\* \_\_\_\_\_, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the
47 counter-offer is delivered.

- 48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed
49 and delivered this offer or final counter-offer (“Effective Date”).

- 50 4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and
51 the closing documents required to be furnished by each party pursuant to this Contract shall be delivered (“Closing”)
52\* on \_\_\_\_\_ (“Closing Date”), at the time established by the Closing Agent.

53 5. EXTENSION OF CLOSING DATE:

- 54 (a) If Closing funds from Buyers lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice
55 requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to
56 exceed 7 days.

57 (b) if extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i)  
58 disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners' insurance,  
59 to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after  
60 restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind, Flood or  
61 Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred  
62\* within \_\_\_\_\_(if left blank, then 14) days after Closing Date, than either party may terminate this Contract by  
63 delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and  
64 Seller from all further obligations under this Contract.

65 **6. OCCUPANCY AND POSSESSION:**

66 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the  
67 Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all  
68 personal Items and trash from the Property and shall deliver all keys, garage door openers, access devices and  
69 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the  
70 Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be  
71 deemed to have accepted the Property in its existing condition as of time of taking occupancy.

72\* (b)  **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING:** If Property is  
73 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts  
74 and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be  
75 delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the  
76 lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of  
77 written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be  
78 refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel  
79 Letter(s) and Sellers affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied  
80 by Seller after Closing, See Rider U. POST-CLOSING OCCUPANCY BY SELLER.

81\* 7. **ASSIGNABILITY: (CHECK ONE):** Buyer  may assign and thereby be released from any further liability under this  
82\* Contract;  may assign but not be released from liability under this Contract; or  may not assign this Contract.

83 **FINANCING**

84 **8. FINANCING:**

85\*  (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to  
86 Buyer's obligation to close.

87\*  (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a  conventional  FHA  VA  
88\* or  other \_\_\_\_\_(describe) loan on the following terms within \_\_\_\_\_ (if left blank, then 30) days after  
89\* Effective Date ("Loan Commitment Date") for **(CHECK ONE):**  fixed,  adjustable,  fixed or adjustable rate loan in  
90\* the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed \_\_\_\_\_% (if left blank, then prevailing  
91\* rate based upon Buyer's creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30) years ("Financing").

92\* Buyer shall make mortgage loan application for the Financing within \_\_\_\_\_(if left blank, then 5) days after Effective  
93 Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment")  
94 and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage  
95 loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such  
96 status and progress to Seller and Broker.

97  
98 Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not  
99 receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract **up to the**  
100 **earlier of:**

- 101 i. Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to  
102 waive the financing contingency of this Contract; or  
103 ii. 7 days prior to Closing Date

104 If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not In default under the terms of  
105 this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under  
106 this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing  
107 contingency shall be deemed waived by Buyer.

108 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the  
109 Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Properly related conditions of the  
110 Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3)  
111 appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the  
112 loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer,  
113 thereby releasing Buyer and Seller from all further obligations under this Contract.

- 114\*  (c) Assumption of existing mortgage (see rider for terms).  
 115\*  (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

116 **CLOSING COSTS, FEES AND CHARGES**

117 **9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

118 (a) **COSTS TO BE PAID BY SELLER:**

- 119 • Documentary stamp taxes and surtax on deed, if any • HOA/Condominium Association estoppel fees  
 120 • Owner's Policy and charges (if Paragraph 9(c)(i) is checked) • Recording and other fees needed to cure title  
 121 • Title search charges (if Paragraph 9(c)(iii) is checked) • Seller's attorneys' fees  
 122\* • Other: \_\_\_\_\_

123 If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a  
 124 sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If  
 125 actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual  
 126 costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

127 (b) **COSTS TO BE PAID BY BUYER:**

- 128 • Taxes and recording fees on notes and mortgages • Loan Expenses  
 129 • Recording fees for deed and financing statements • Appraisal Fees  
 130 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked) • Buyer's Inspections  
 131 • Survey (and elevation certification, if required) • Buyer's attorneys' fees  
 132 • Lender's title policy and endorsements • All property related insurance  
 133 • HOA/Condominium Association application/transfer fees • Owners Policy Premium (if Paragraph  
 134 9 (c) (iii) is checked.)  
 135\* • Other: \_\_\_\_\_

136\* (c) **TITLE EVIDENCE AND INSURANCE:** At least \_\_\_\_\_ (if left blank, then 5) days prior to Closing Date, a title  
 137 insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as  
 138 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see  
 139 STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance  
 140 covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.  
 141 The owner's title policy premium, title search, municipal lien search and closing services (collectively, "Owner's  
 142 Policy and Charges") shall be paid, as set forth below

143 **(CHECK ONE):**

- 144\*  (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for  
 145 closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid  
 146 by Buyer to Closing Agent or such other provider(s) as Buyer may select); or  
 147\*  (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing  
 148 services related to Buyer's lender's policy, endorsements, and loan closing; or  
 149\*  (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's policy of  
 150 title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which  
 151 is acceptable to Buyer's title Insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien  
 152 search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if  
 153\* applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$\_\_\_\_\_ (if left blank,  
 154 then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

155 (d) **SURVEY:** At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and  
 156 certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall  
 157 be furnished to Buyer and Closing Agent within 5 days after Effective Date

158\* (e) **HOME WARRANTY:** At Closing,  Buyer  Seller  N/A shall pay for a home warranty plan issued by  
 159\* \_\_\_\_\_ at a cost not to exceed \$\_\_\_\_\_. A home  
 160 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in  
 161 appliances in the event of breakdown due to normal wear and tear during the agreements warranty period.

162 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body  
 163 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and  
 164 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an  
 165 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed  
 166 on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in  
 167 installments **(CHECK ONE):**

- 168  (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.  
 169 installments prepaid or due for the year of Closing shall be prorated.  
 170\*  (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.  
 171 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

172 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD)  
173 pursuant to Chapter 190. F.S., which lien shall be prorated pursuant to STANDARD K.

## 174 DISCLOSURES

### 175 10. DISCLOSURES:

- 176 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient  
177 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal  
178 and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon  
179 testing may be obtained from your county health department.
- 180 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller  
181 does not know of any improvements made to the Property which were made without required permits or made  
182 pursuant to permits which have not been properly closed.
- 183 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or  
184 desires additional information regarding mold, Buyer should contact an appropriate professional
- 185 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone  
186 the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving  
187 the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal  
188 Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service  
189 under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance  
190 rating purposes is below minimum flood elevation or is ineligible for flood insurance through the National Flood  
191 Insurance Program, Buyer may terminate this Contract by delivering written notice to seller within \_\_\_\_\_ (if left  
192 blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and  
193 Seller from all further obligations under this Contract, falling which Buyer accepts existing elevation of buildings and  
194 flood zone designation of Property. The National Flood Insurance Reform Act of 2012 (referred to as Biggert-  
195 Waters 2012) may phase in actuarial rating of pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures  
196 (residential structures in which the insured or spouse does not reside for at least 80% of the year) and an elevation  
197 certificate may be required for actuarial rating.
- 198 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure  
199 required by Section 553.996, F.S.
- 200 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is  
201 mandatory.
- 202 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**  
203 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY**  
204 **DISCLOSURE, IF APPLICABLE.**
- 205 (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**  
206 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO**  
207 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**  
208 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER**  
209 **PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY**  
210 **PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**
- 211 (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the  
212 Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller shall comply with FIRPTA, which may  
213 require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or  
214 prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent  
215 that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller  
216 are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and  
217 withholding requirements pursuant to FIRPTA.
- 218 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not  
219 readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence,  
220 Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to  
221 the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no  
222 written or verbal notice from any governmental entity or agency as to a currently uncorrected building,  
223 environmental, or safety code violation.

## 224 PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 225 11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property,  
226 including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS  
227 Maintenance Requirement").

228 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

- 229\* (a) **PROPERTY INSPECTION AND RIGHT TO CANCEL:** Buyer shall have \_\_\_\_\_ (if left blank, than 15) days  
230 after Effective Date (“Inspection Period”) within which to have such inspections of the Property performed  
231 as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer’s sole discretion, that the  
232 Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice or such  
233 election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the  
234 Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further  
235 obligations under this Contract; however, Buyer shall be responsible for prompt payment for such  
236 inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and  
237 shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall  
238 survive termination or this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer  
239 accepts the physical condition of the Property and any violation of governmental, building, environmental,  
240 and safety codes, restrictions, or requirements, but subject to Seller’s continuing AS IS Maintenance  
241 Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer’s  
242 lender.
- 243 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to  
244 time of Closing, as specified by Buyer, Buyer or Buyer’s representative may perform a walk-through (and follow-up  
245 walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the  
246 Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement  
247 and has met all other contractual obligations
- 248 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer’s inspection of  
249 the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written  
250 documentation or other information in Seller’s possession, knowledge, or control relating to improvements to the  
251 Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with  
252 Buyer’s efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller’s  
253 obligation to cooperate shall include Seller’s execution of necessary authorizations, consents, or other documents  
254 necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling  
255 such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- 256 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer’s option and cost,  
257 Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

258 **ESCROW AGENT AND BROKER**

- 259 13. **ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively “Agent”) receiving the Deposit, other funds and  
260 other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the  
261 State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract.  
262 Failure of funds to become **COLLECTED** shall not excuse Buyer’s performance. When conflicting demands for the  
263 Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions  
264 permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent’s duties or liabilities under this  
265 Contract, Agent may, at Agent’s option, continue to hold the subject matter of the escrow until the parties agree to its  
266 disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or  
267 Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents  
268 a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such  
269 action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously  
270 delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as  
271 amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow  
272 disbursement order.
- 273 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in  
274 any proceeding where Agent interpleads the subject matter of escrow, Agent shall recover reasonable attorney’s  
275 fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be  
276 liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent’s willful  
277 breach of this Contract or Agent’s gross negligence. This Paragraph 13 shall survive Closing or termination of this  
278 Contract.
- 279 14. **PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square  
280 footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals  
281 for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction  
282 contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all  
283 representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER**  
284 **AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES**  
285 **FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT**  
286 **PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.**

287 Buyer and Seller (individually, the "indemnifying Party") each individually indemnifies, holds harmless, and releases  
288 Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs  
289 and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers,  
290 directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by  
291 Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii)  
292 Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at  
293 Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended,  
294 including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv)  
295 products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by  
296 any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective  
297 vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will  
298 not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,  
299 Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

## 300 **DEFAULT AND DISPUTE RESOLUTION**

### 301 **15. DEFAULT:**

- 302 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including  
303 payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the  
304 account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full  
305 settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this  
306 Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights  
307 under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split  
308 equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be  
309 greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- 310 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable  
311 diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to  
312 receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach,  
313 and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

314 This Paragraph 15 shall survive Closing or termination of this Contract

### 315 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and Seller 316 arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as 317 follows:

- 318 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to  
319 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph  
320 16(b).
- 321 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida  
322 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The  
323 mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought  
324 without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be  
325 resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall  
326 survive Closing or termination of this Contract.

### 327 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted by 328 this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in 329 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover 330 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. 331 This Paragraph 17 shall survive Closing or termination of this Contract.

## 332 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

### 333 **18. STANDARDS:**

#### 334 **A. TITLE:**

- 335 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph  
336 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and  
337 delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing  
338 and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the  
339 Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the  
340 following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and  
341 requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise  
342 common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted  
343 public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear  
344 or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f)

Buyer's Initials \_\_\_\_\_

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Seller's Initials \_\_\_\_\_

**STANDARDS FOR REAL ESTATE TRANSACTIONS (“STANDARDS”) CONTINUED**

345 assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that,  
346 none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of terms Identified  
347 in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to  
348 applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

349 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in  
350 writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered  
351 to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to  
352 examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's  
353 notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to  
354 have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with  
355 proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contact on Closing Date (or If  
356 Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects  
357 within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a)  
358 extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use  
359 reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with  
360 existing defects and close this Contract on Closing Date (or If Closing Date has passed, within the earlier of 10 days  
361 after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and  
362 receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If  
363 after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this  
364 Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
365 further obligations under this Contract.

366 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that Improvements located thereon encroach  
367 on setback lines, easements, or lands of others, or violate any restrictions, covenants, applicable governmental  
368 regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters,  
369 together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer  
370 timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title  
371 defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's  
372 request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the  
373 extent the affirmations therein are true and correct

374 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to the  
375 Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

376 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from  
377 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits  
378 paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s), the same  
379 information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may  
380 thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Sellers affidavit, if any,  
381 differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s),  
382 fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such  
383 information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit,  
384 thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and  
385 assign all leases to Buyer who shall assume Seller's obligations thereunder.

386 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement,  
387 claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs to the Real  
388 Property for 90 days immediately preceding Closing Data. If the Real Property has been Improved or repaired within  
389 that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors,  
390 subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general  
391 contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs  
392 which could serve as a basis for construction lien or a claim for damages have been paid or will be paid at Closing.

393 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.**  
394 Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates  
395 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a  
396 Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5.00 p.m. (where the Property is  
397 located) of the next business day.

398 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable  
399 to each other for damages so long as performance or non-performance of the obligation is delayed, caused or  
400 prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual  
401 transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer  
402 or Seller, and which, by: exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to  
403 prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure  
404 prevents performance under this contract, provided, however, if such Force Majeure continues to prevent performance

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

405 under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering  
406 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all  
407 further obligations under this Contract.

408 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal  
409 representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in  
410 STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute  
411 bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

412 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

413 (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or  
414 other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no  
415 title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

416 (ii) **CLOSING DOCUMENTS:** Seller shall, at or prior to Closing, execute and deliver, as applicable, deed, bill of sale,  
417 certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's  
418 possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work  
419 done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable the survey, flood  
420 elevation certification, and documents required by Buyer's lender.

421 (iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment  
422 provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing  
423 procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing**  
424 **funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

425 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide for  
426 insurance against adverse matters as permitted under section 627.7841, F.S., as amended, the following escrow and  
427 closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not  
428 more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall,  
429 within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such  
430 notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer  
431 shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment.  
432 Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special  
433 warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take  
434 title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of  
435 warranties contained in the deed or bill of sale.

436 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of the  
437 day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including  
438 special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other  
439 expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event  
440 premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be  
441 made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow  
442 deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due  
443 allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when  
444 current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such  
445 assessment and prior years millage. If current year's assessment is not available, then taxes will be prorated on prior  
446 year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which  
447 improvements were not in existence on January 1<sup>st</sup> of prior year, than taxes shall be prorated based upon prior year's  
448 millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to  
449 the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration  
450 based on an estimate shall, at either party's request, be readjusted upon receipt of current years tax bill. This  
451 STANDARD K shall survive Closing.

452 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall,  
453 upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-  
454 through (or follow-up walk-through if necessary) prior to Closing.

455 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty  
456 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not  
457 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant  
458 to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% or estimated cost to  
459 complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration  
460 exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any  
461 unused portion of escrowed amount shall be returned to Seller. If Cost of restoration exceeds 1.5% of Purchase Price,  
462 Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby  
463 releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree  
464 damage by casualty or other natural occurrence shall be cost of pruning or removal.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

465 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with  
466 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in  
467 all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating  
468 party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended  
469 or delayed by, such Exchange..

470 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**  
471 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be  
472 binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the  
473 Context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the  
474 attorney or broker (including such Broker's real estate licensee) representing any party shall be as effective as if given  
475 by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including  
476 "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be  
477 considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as  
478 determined by Florida's Electronic Signature Act and other applicable laws.

479 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement of  
480 Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or  
481 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in  
482 this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be  
483 bound by it.

484 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this  
485 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

486 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten or  
487 handwritten provisions shall control all printed provisions of this Contract in conflict with them.

488 **S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received,**  
489 **including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent**  
490 **or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by**  
491 **Closing Agent until such amounts have been COLLECTED In Closing Agent's accounts.**

492 **T. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and conditions  
493 upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval  
494 letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

495 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of  
496 Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county  
497 where the Real Property is located.

498 **V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** If a Seller of U.S. real property is a "foreign  
499 person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to  
500 withhold 10% of the amount realized by the seller on the transfer and remit the withheld amount to the internal Revenue  
501 Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding  
502 Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of  
503 FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is  
504 claimed on the sale of residential property for \$300,000 or less.

505 (i) No withholding is required under Section 1445 if the Seller is not a "foreign person", provided Buyer accepts proof  
506 of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under  
507 penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification  
508 number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b).  
509 Otherwise, Buyer shall withhold 10% of the amount realized by Seller on the transfer and timely remit said funds to the  
510 IRS.

511 (ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in  
512 this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and  
513 timely remit said funds to the IRS.

514 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has  
515 provided to Buyer the notice required by 25 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received  
516 as of Closing, Buyer shall, at Closing, withhold 10% of the amount realized by Seller on the transfer and, at Buyer's  
517 option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an  
518 escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in  
519 accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is  
520 rejected or upon terms set forth in the escrow agreement.

521 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction,  
522 Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable  
523 requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in  
524 accordance with the final determination of the IRS, as applicable

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

525 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288  
526 and 8288-A, as filed.

527 **W. RESERVED**

528 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller and*  
529 *against any real estate licensee involved in the negotiation of this Contract, for any damage or defects*  
530 *pertaining to the physical condition of the Property that may exist at Closing of this Contract and be*  
531 *subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This*  
532 *provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive*  
533 *Closing.*

534 **ADDENDA AND ADDITIONAL TERMS**

535 **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this  
536\* Contract (**Check If applicable**):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> A. Condominium Rider      | <input type="checkbox"/> M. Defective Drywall                 | <input type="checkbox"/> X. Kick-out Clause               |
| <input type="checkbox"/> B. Homeowners' Assn.      | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> Y. Sellers Attorney Approval     |
| <input type="checkbox"/> C. Seller Financing       | <input type="checkbox"/> O. Insulation Disclosure             | <input type="checkbox"/> Z. Buyer's Attorney Approval     |
| <input type="checkbox"/> D. Mortgage Assumption    | <input type="checkbox"/> P. Lead Based Paint Disclosure       | <input type="checkbox"/> AA.Licensee-Personal Interest in |
| <input type="checkbox"/> E. FHA/VA Financing       | (Pre 1978 Housing)  | Property  |
| <input type="checkbox"/> F. Appraisal Contingency  | <input type="checkbox"/> Q. Housing for Older Persons         | <input type="checkbox"/> BB. Binding Arbitration          |
| <input type="checkbox"/> G. Short Sale             | <input type="checkbox"/> R. Rezoning                          | <input type="checkbox"/> Other _____                      |
| <input type="checkbox"/> H. Homeowners'/Flood Ins. | <input type="checkbox"/> S. Lease Purchaser/Lease Option      | _____   |
| <input type="checkbox"/> I. RESERVED               | <input type="checkbox"/> T. Pre-Closing Occupancy by Buyer    | _____   |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> U. Post-Closing Occupancy by Seller  | _____   |
| <input type="checkbox"/> K. RESERVED               | <input type="checkbox"/> V. Sale of Buyer's Property          | _____   |
| <input type="checkbox"/> L. RESERVED               | <input type="checkbox"/> W. Back-up Contract                  | _____   |

537\* **20. ADDITIONAL TERMS:** ADMINISTRATION FEE: Buyer/Seller agrees to pay Realty3000, Inc. an  
538 Administration fee in the amount of \$195.00 at the closing of this Contract.

539 \_\_\_\_\_  
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554 **COUNTER-OFFER/REJECTION**

- 555\*  Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver  
556 a copy of the acceptance to Seller).  
557\*  Seller rejects Buyer's offer.

558 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF**  
559 **AN ATTORNEY PRIOR TO SIGNING.**

560 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

561 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and*  
562 *conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be*  
563 *negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.*

Buyer's Initials \_\_\_\_\_ Page 10 of 11 Seller's Initials \_\_\_\_\_

564 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE  
565 COMPLETED.

566  
567  
668\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
569

570  
571  
572  
573\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
574

575  
576  
577  
578\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_  
579

580  
581  
582  
583\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_  
584

585 Buyer's address for purposes of notice  
586\* \_\_\_\_\_  
587\* \_\_\_\_\_  
588\* \_\_\_\_\_  
589

Seller's address for purposes of notice  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

590 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to  
591 compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to  
592 disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties  
593 and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed  
594 funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to  
595 Cooperating Brokers.

596  
597\* \_\_\_\_\_  
598 Cooperating Sales Associate, If Any  
599

\_\_\_\_\_  
Listing Sales Associate  
\_\_\_\_\_

600\* \_\_\_\_\_  
601 Cooperating Broker, If Any

\_\_\_\_\_  
Listing Broker

### Here's how the Florida EnergyGauge program works.

After the rating, you'll get an easy-to-read form like the one on the inside page. The Rating Guide has a scale that allows you to compare the specific home you're looking at with the most efficient and the least efficient homes of the same size with the same number of bedrooms available in your part of the state today. In addition to this overall estimate of energy use and comparisons, you get a detailed breakdown on the energy costs of the home's air conditioning, space heating, water heating, refrigerator, clothes dryer, cooking costs, lighting, pool pumping and other miscellaneous equipment.

One of the keys to the success of this program is the uniformity of ratings, made possible by the use of the EnergyGauge® software developed by the Florida Solar Energy Center. It has been specially designed to let Raters input the key data on the home and obtain accurate information for comparison purposes. A unique optimization feature even lets Raters determine what energy-efficiency features can be added to the home to maximize cost-savings and comfort-improvement.

### So how can a home energy rating help you reduce your energy use and save money?

That's easy. While the design and construction of your home and the efficiency of its appliances and equipment control the most significant portion of its energy use, occupant lifestyle will still have a big effect on exactly how much energy gets used. Your comfort preferences and personal habits - the level at which you set the thermostat, whether or not you turn off lights and fans when leaving a room, how much natural ventilation you use, and other factors - will all affect your home's actual monthly energy use.

### Florida's program parallels national activities.

The Residential Energy Services Network (RESNET) sets the national standards for Home Energy Rating Systems (HERS), and Florida's system meets these standards. The Florida Building Energy Rating Guide provides a HERS Index for the home. This national score enables homes to qualify for national mortgage financing options requiring a HERS Index. This index is computed in accordance with national guidelines, considering the heating, cooling, water heating, lighting, appliance, and photovoltaic energy uses. HERS awards stars to the rating.

### Tell your Realtor or builder that you want to get the home rated before you buy it.

They can give you the names of Raters in your area. Additional information on the program is available from the Energy Gauge Program Office at 321-638-1715, or visit our Web site at [www.floridaenergycenter.org](http://www.floridaenergycenter.org).

### Who does Energy Ratings?

It is important to note that only Florida State Certified Raters are allowed to perform ratings. These Raters have undergone rigorous training programs and have passed the RESNET National Core exam and the required challenge exams. They are also required to undergo continuing education classes and additional exams to keep their certifications current. An on-going quality control program also watches over their Ratings and their work. All their Ratings are submitted to a central registry that checks them for accuracy and compiles generic building data.

### Energy Ratings in Florida

The Florida Building Energy-Efficiency Rating Act (Florida Statute 553.990) was passed by the State Legislature in 1993 and amended in 1994. It established a voluntary statewide energy-efficiency rating system for homes. The Rating System has been adopted by DCA Rule 9B-60.



### The Florida Energy Gauge Program Florida's Building Energy Rating System

1679 Clearlake Road  
Cocoa, Florida 32922-5703  
321-638-1715  
Fax: 321-638-1010  
E-Mail: [info@energygauge.com](mailto:info@energygauge.com)

Web site: [www.floridaenergycenter.org](http://www.floridaenergycenter.org)

# Thinking About Buying a Home?

## Get An EnergyGauge® Rating!

### Consider the Benefits:

- S More Home for Less Money
- S Improved Mortgage Options
- S Enhanced Indoor Comfort
- S Superior Energy Efficiency
- S More Environmental Sustainability
- S Tested Quality Construction
- S Greater Resale Value



**Congratulations on your decision to purchase a home.**

As you know, there are a lot of factors to consider before signing on the dotted line. By now, you've probably checked out the location of the home you like the best. You know how much the seller wants, how many bedrooms there are, whether your dining room table will fit, where you'll park your car and lots of other important things.

**But wait, there's still one more important thing you really ought to do.**

You wouldn't buy a car without asking how many miles-per-gallon it gets, would you? So why would you even think of buying a house without knowing how much the power bills will be? That's why now is the perfect time to get an Energy-Gauge® rating on the house.

Since 1994, there has been a voluntary statewide energy-efficiency rating system for homes in Florida, and prospective homeowners just like you all around the state are getting their homes rated before they make their purchase. There are several very important reasons why:

- S Energy ratings give homebuyers a market-place yardstick that measures the benefits of energy-efficiency improvements.** You get detailed estimates of how much your energy use will cost.
- S Energy ratings give you clear and specific information that lets you compare similar homes on their energy use.** Two homes might look similar, but one may be efficient and comfortable and the other an energy-guzzler with a very uncomfortable interior.

FORM FRBER-2006

Effective Date:

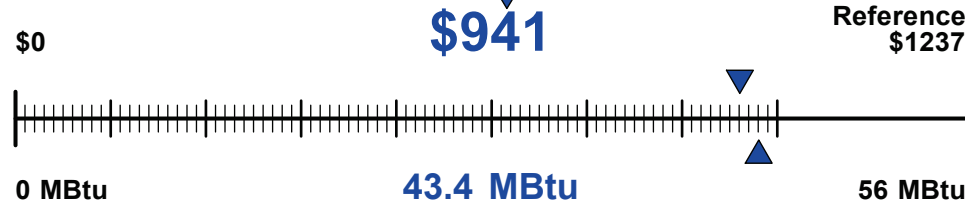
**Projected Rating Based on Plans  
Field Confirmation Required**

Energy Gauge  
Anyplace  
Miami, FL

Title: Miami\_TaxCredit  
CZ1 - New home tax credit qualification example

Design: Orlando, FL  
TMY: ORLANDO\_INTL\_ARPT, FL

**BUILDING ENERGY RATING GUIDE**



▼ Proposed Home Savings = \$296

Cost Basis:  
EnergyGauge Default  
EnergyGauge Default  
Statewide Prices

Electric Rate: \$0.083 /kWh  
Gas Rate: \$0.682 /Therm  
Oil: \$1.50/gal LP Gas: \$1.75/gal

**This Home may Qualify for EPA's Energy Star Label <sup>1</sup>**  
**This Home Qualifies for an Energy Efficient Mortgage (EEM)**

Cooling	\$146
Heating	\$44
Hot Water	\$199
Ceil. Fan	\$23
Dishwash	\$9
Dryer	\$74
Lighting	\$102
Misc.	\$253
Pumps	
Range	\$37
Refrig.	\$54
PV	

**Robert Certified** **000000**  
Certified Rater I.D. Number

Signature \_\_\_\_\_ Date \_\_\_\_\_

*This Rating Guide is provided to you by a Home Energy Rater who is trained and certified to perform Ratings in accordance with the RESNET standard. Questions or complaints regarding this Rating may be directed to:  
EnergyGauge Program Office  
1679 Clearlake Road  
Cocoa, FL 32922-5703  
(321)638-1492  
engage@fsec.ucf.edu*

**HERS Index<sup>2</sup>: 68**

NOTES:  
<sup>1</sup>The home builder must have signed a Memorandum of Understanding with EPA as an Energy Star Homes partner.  
<sup>2</sup>HERS Index calculated in accordance with 2006 RESNET standard, Section 303.2 (Reference home = 100, Zero energy use = 0).

**S** Maybe most important of all, **the national Home Energy Rating System (HERS) Index on the energy rating can qualify you for a number of special mortgage programs that offer lower interest rates, lower closing costs, and other benefits.** More and more lenders are coming into Florida with money-saving packages for buyers of energy-efficient homes.

**Before buying your next home, hire a Certified Energy Rater to do a rating.**

Your builder or Realtor can help you find a Certified Rater in your area. After the rating, you'll get an easy-to-understand Energy Guide that estimates how much it will cost to pay for energy used in that home; it will allow you to look at a number of separate areas of energy use throughout the house.

For many years, buyers have had home inspectors look over a home before making their purchase. This is a great way to find out about potential house problems before you make your purchase. Smart homebuyers around the country are now also asking for a home energy rating to look specifically at the energy-users in a home and determine their efficiency. Because energy costs can often equal house payments, the relatively small cost of a home energy rating can easily be offset by many years of lower energy payments.

You're already familiar with the miles-per-gallon stickers on new automobiles, and the yellow Energy Guide labels on home appliances. Shoppers use this information to figure out how much that car or appliance is really going to cost them. This information gives the buyer a good estimate of what it will cost to operate that car or use that appliance, over and above the purchase price. A car or product that is cheaper to buy can often be more expensive to operate, so this information can be very important to assure that you make the best purchase decision.

**SALE AND PURCHASE OF CITY PROPERTY  
RFP #CSM2021-7849 SW 68 Avenue**

**END OF DOCUMENT**

# Tabulation Sheet

**Agency Name** City of South Miami

**Bid Number** RFP-RFP #CSM2021-4400 SW 60 Place-0-2021/SK

**Bid Name** SALE AND PURCHASE OF CITY PROPERTY RFP #CSM2021-4400 SW 60 Place

**Bid Due Date** 04/16/2021 10:00:00

**Bid Opening** **Closed**

2 responses found.

✓ online, 
 ✘ offline, 
 ● not submitting, 
 ⚠ not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
<b>Complete</b>								
1.	JB	04/16/2021	4410 SW 60th PL, Miami, FL, 33155	\$400.00			Bidding Document	✓
2.	Manuel J Castilla	04/16/2021	6051 SW 44th Terrace, Miami, FL, 33155	\$500.00			Bidding Document	✓

**EXHIBIT II**  
**RESPONDENTS COST AND TECHNICAL PROPOSAL**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-7849 SW 68 Avenue**

**The Property subject of this RFP includes:**

**7849 SW 68 Avenue, South Miami, FL 33143**

**(Folio: # 09-4035-013-0942)**

**MAXIMUM BID CASH OFFER FOR THE  
SUBJECT PROPERTY:**

\$ 1,000.00

SUBMITTED THIS 19 DAY OF April 2021

PROPOSAL SUBMITTED BY:

Company/Respondent

305-332-2660  
Telephone Number

Name of Person Authorized to Submit Proposal

Sallie Byrd Wade Byrd

Fax Number

Signature

Sallie Byrd

Email Address

Salliercb@gmail.com

Title

END OF SECTION

# Tabulation Sheet

**Agency Name** City of South Miami

**Bid Number** RFP-RFP #CSM2021-7849 SW 68 Avenue-0-2021/SK

**Bid Name** SALE AND PURCHASE OF CITY PROPERTY RFP #CSM2021-7849 SW 68 Avenue

**Bid Due Date** 04/21/2021 10:00:00

**Bid Opening** **Closed**

1 responses found.

✓ online, 
 ✘ offline, 
 ● not submitting, 
 ⚠ not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
<b>Complete</b>								
1 .	Sallie Byrd & Wade Byrd	04/14/2021	7851 SW 68 Avenue, Miami, FL, 33143	\$0.00			Bidding Document	✓

EXHIBIT II  
**RESPONDENTS COST AND TECHNICAL PROPOSAL**  
SALE AND PURCHASE OF CITY PROPERTY  
RFP #CSM2021 -4400 SW 60 Place

The Property subject of this RFP includes:

4400 SW 60 Place, South Miami, FL 33143

(Folio: # 30-4024-029-0130)

MAXIMUM BID CASH OFFER FOR THE SUBJECT PROPERTY:

\$ 500.00  
Five Hundred Dollars

SUBMITTED THIS

DAY OF April 4 20 21.

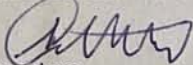
PROPOSAL SUBMITTED BY:

Manuel Castilla  
Company/Respondent

Telephone Number 858 900 6327

Manuel Castilla  
Name of Person Authorized to Submit Proposal

Fax Number 858 566 4129

  
Signature

CANFIELDROAD@AOL.com  
Email Address

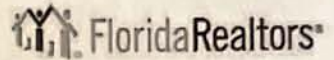
NA  
Title

END OF SECTION

EXHIBIT III  
**IRREVOCABLE LETTER OF CREDIT**  
SALE AND PURCHASE OF CITY PROPERTY  
RFP #CSM2021 -4400 SW 60 Place

**"AS IS" Residential Contract For Sale And Purchase**

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



1\* PARTIES: \_\_\_\_\_ ("Seller"),  
2\* and MAQUEL CASTILLA \_\_\_\_\_ ("Buyer"),

3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property  
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and  
5 any riders and addenda ("Contract"):

- 6 **1. PROPERTY DESCRIPTION:**
- 7\* (a) Street address, city, zip: 4400 SW 60 Place South MIAMI, FL 33143
- 8\* (b) Property is located in: DADE County, Florida. Real Property Tax ID No.: 30-4024-029-0130
- 9\* (c) Real Property: The legal description is ALTA TERRA P3 19-67 Unnumbered Lot  
10 South of Lot 13 Reserved for pumping plant BIK4

11 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached  
12 wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms  
13 of this Contract.

- 14 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which  
15 are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase  
16 range(s)/(oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and  
17 draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access  
18 devices, and storm shutters/panels ("Personal Property").

19 Other items included in this purchase are: \_\_\_\_\_

20 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- 21 (e) The following items are excluded from the purchase: \_\_\_\_\_

22 **PURCHASE PRICE AND CLOSING**

23\* **2. PURCHASE PRICE (U.S. currency):** ..... \$ 500.00

- 24\* (a) Initial deposit to be held in escrow in the amount of (**checks subject to COLLECTION**) ... \$ \_\_\_\_\_
- 25 The initial deposit made payable and delivered to "Escrow Agent", named below

26\* (**CHECK ONE**): (i)  accompanies offer or (ii)  is to be made within \_\_\_\_\_ (if left blank,  
27 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)  
28 SHALL BE DEEMED SELECTED

29\* Escrow Agent Information: Name: \_\_\_\_\_  
30 Address \_\_\_\_\_  
31 Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

- 32\* (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10)  
33 days after Effective Date..... \$ \_\_\_\_\_

34\* (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- 35\* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... \$ \_\_\_\_\_
- 36\* (d) Other: \_\_\_\_\_ \$ \_\_\_\_\_

37\* (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire  
38 transfer or **COLLECTED** funds..... \$ \_\_\_\_\_

39\* **NOTE: For the definition of "COLLECTION" OR "COLLECTED" see STANDRD S.**

- 40\* **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**
- 41\* (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before \_\_\_\_\_  
42 this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to  
43 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the  
44 counter-offer is delivered.

45\* (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed  
46 and delivered this offer or final counter-offer ("Effective Date").

- 47\* **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur and  
48 the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing")  
49 on \_\_\_\_\_ ("Closing Date"), at the time established by the Closing Agent.

- 50\* **5. EXTENSION OF CLOSING DATE:**
- 51\* (a) If Closing funds from Buyers lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice  
52 requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to  
53 exceed 7 days.

57 (b) if extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i)  
58 disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners' insurance,  
59 to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after  
60 restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind, Flood or  
61 Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred  
62 within \_\_\_\_\_(if left blank, then 14) days after Closing Date, than either party may terminate this Contract by  
63 delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and  
64 Seller from all further obligations under this Contract.

65 **6. OCCUPANCY AND POSSESSION:**

66 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the  
67 Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all  
68 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and  
69 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the  
70 Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be  
71 deemed to have accepted the Property in its existing condition as of time of taking occupancy.

72 (b)  **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING:** If Property is  
73 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts  
74 and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be  
75 delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the  
76 lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of  
77 written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be  
78 refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel  
79 Letter(s) and Sellers affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied  
80 by Seller after Closing, See Rider U. POST-CLOSING OCCUPANCY BY SELLER.

81 **7. ASSIGNABILITY: (CHECK ONE):** Buyer  may assign and thereby be released from any further liability under this  
82 Contract;  may assign but not be released from liability under this Contract; or  may not assign this Contract.

83 **FINANCING**

84 **8. FINANCING:**

85  (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to  
86 Buyer's obligation to close.

87  (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a  conventional  FHA  VA  
88 or  other \_\_\_\_\_(describe) loan on the following terms within \_\_\_\_\_ (if left blank, then 30) days after  
89 Effective Date ("Loan Commitment Date") for **(CHECK ONE):**  fixed,  adjustable,  fixed or adjustable rate loan in  
90 the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed \_\_\_\_\_% (if left blank, then prevailing  
91 rate based upon Buyer's creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30) years ("Financing").

92 Buyer shall make mortgage loan application for the Financing within \_\_\_\_\_(if left blank, then 5) days after Effective  
93 Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment")  
94 and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage  
95 loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such  
96 status and progress to Seller and Broker.

97 Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not  
98 receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract **up to the**  
99 **earlier of:**

- 100 i. Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to
- 101 waive the financing contingency of this Contract; or
- 102 ii. 7 days prior to Closing Date
- 103

104 If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of  
105 this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under  
106 this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing  
107 contingency shall be deemed waived by Buyer.

108 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the  
109 Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Properly related conditions of the  
110 Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3)  
111 appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the  
112 loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer,  
113 thereby releasing Buyer and Seller from all further obligations under this Contract.

- 114\*  (c) Assumption of existing mortgage (see rider for terms).  
 115\*  (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

116 **CLOSING COSTS, FEES AND CHARGES**

117 **9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

118 (a) **COSTS TO BE PAID BY SELLER:**

- 119 • Documentary stamp taxes and surtax on deed, if any • HOA/Condominium Association estoppel fees  
 120 • Owner's Policy and charges (if Paragraph 9(c)(i) is checked) • Recording and other fees needed to cure title  
 121 • Title search charges (if Paragraph 9(c)(iii) is checked) • Seller's attorneys' fees  
 122\* • Other: \_\_\_\_\_

123 If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a  
 124 sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If  
 125 actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual  
 126 costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

127 (b) **COSTS TO BE PAID BY BUYER:**

- 128 • Taxes and recording fees on notes and mortgages • Loan Expenses  
 129 • Recording fees for deed and financing statements • Appraisal Fees  
 130 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked) • Buyer's Inspections  
 131 • Survey (and elevation certification, if required) • Buyer's attorneys' fees  
 132 • Lender's title policy and endorsements • All property related insurance  
 133 • HOA/Condominium Association application/transfer fees • Owners Policy Premium (if Paragraph  
 134 9 (c) (iii) is checked.)  
 135\* • Other: \_\_\_\_\_

136\* (c) **TITLE EVIDENCE AND INSURANCE:** At least \_\_\_\_\_ (if left blank, then 5) days prior to Closing Date, a title  
 137 insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as  
 138 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see  
 139 STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance  
 140 covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.  
 141 The owner's title policy premium, title search, municipal lien search and closing services (collectively, "Owner's  
 142 Policy and Charges") shall be paid, as set forth below

143 **(CHECK ONE):**

- 144\*  (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for  
 145 closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid  
 146 by Buyer to Closing Agent or such other provider(s) as Buyer may select); or  
 147\*  (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing  
 148 services related to Buyer's lender's policy, endorsements, and loan closing; or  
 149\*  (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's policy of  
 150 title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which  
 151 is acceptable to Buyer's title Insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien  
 152 search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if  
 153\* applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$\_\_\_\_\_ (if left blank,  
 154 then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

155 (d) **SURVEY:** At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and  
 156 certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall  
 157 be furnished to Buyer and Closing Agent within 5 days after Effective Date

158\* (e) **HOME WARRANTY:** At Closing,  Buyer  Seller  N/A shall pay for a home warranty plan issued by  
 159\* \_\_\_\_\_ at a cost not to exceed \$\_\_\_\_\_. A home  
 160 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in  
 161 appliances in the event of breakdown due to normal wear and tear during the agreements warranty period.

162 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body  
 163 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and  
 164 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an  
 165 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed  
 166 on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in  
 167 installments **(CHECK ONE):**

168  (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.  
 169 installments prepaid or due for the year of Closing shall be prorated.

170\*  (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

171 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

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172 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD)  
173 pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

#### 174 DISCLOSURES

#### 175 10. DISCLOSURES:

- 176 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient  
177 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal  
178 and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon  
179 testing may be obtained from your county health department.
- 180 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller  
181 does not know of any improvements made to the Property which were made without required permits or made  
182 pursuant to permits which have not been properly closed.
- 183 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or  
184 desires additional information regarding mold, Buyer should contact an appropriate professional
- 185 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone  
186 the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving  
187 the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal  
188 Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service  
189 under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance  
190 rating purposes is below minimum flood elevation or is ineligible for flood insurance through the National Flood  
191 Insurance Program, Buyer may terminate this Contract by delivering written notice to seller within \_\_\_\_\_ (if left  
192 blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and  
193 Seller from all further obligations under this Contract, falling which Buyer accepts existing elevation of buildings and  
194 flood zone designation of Property. The National Flood Insurance Reform Act of 2012 (referred to as Biggert-  
195 Waters 2012) may phase in actuarial rating of pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures  
196 (residential structures in which the insured or spouse does not reside for at least 80% of the year) and an elevation  
197 certificate may be required for actuarial rating.
- 198 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure  
199 required by Section 553.996, F.S.
- 200 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is  
201 mandatory.
- 202 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**  
203 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY**  
204 **DISCLOSURE, IF APPLICABLE.**
- 205 (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT**  
206 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO**  
207 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**  
208 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER**  
209 **PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY**  
210 **PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**
- 211 (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the  
212 Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller shall comply with FIRPTA, which may  
213 require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or  
214 prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent  
215 that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller  
216 are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and  
217 withholding requirements pursuant to FIRPTA.
- 218 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not  
219 readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence,  
220 Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to  
221 the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no  
222 written or verbal notice from any governmental entity or agency as to a currently uncorrected building,  
223 environmental, or safety code violation.

#### 224 PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 225 11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property,  
226 including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS  
227 Maintenance Requirement").

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228 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**


- 229\* (a) **PROPERTY INSPECTION AND RIGHT TO CANCEL:** Buyer shall have \_\_\_\_\_ (if left blank, than 15) days  
230 after Effective Date ("Inspection Period") within which to have such inspections of the Property performed  
231 as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the  
232 Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice or such  
232 election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the  
233 Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further  
234 obligations under this Contract; however, Buyer shall be responsible for prompt payment for such  
235 inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and  
237 shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall  
238 survive termination or this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer  
239 accepts the physical condition of the Property and any violation of governmental, building, environmental,  
240 and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance  
241 Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's  
242 lender.
- 243 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to  
244 time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up  
245 walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the  
246 Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement  
247 and has met all other contractual obligations
- 248 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of  
249 the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written  
250 documentation or other information in Seller's possession, knowledge, or control relating to improvements to the  
251 Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with  
252 Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's  
253 obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents  
254 necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling  
255 such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- 256 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost,  
257 Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

258 **ESCROW AGENT AND BROKER**

259 13. **ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and  
260 other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the  
261 State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract.  
262 Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the  
263 Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions  
264 permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this  
265 Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its  
266 disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or  
267 Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents  
268 a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such  
269 action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously  
270 delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as  
271 amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow  
272 disbursement order.

273 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in  
274 any proceeding where Agent interpleads the subject matter of escrow, Agent shall recover reasonable attorney's  
275 fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be  
276 liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agents willful  
277 breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this  
278 Contract.

279 14. **PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square  
280 footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals  
281 for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction  
282 contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all  
283 representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER**  
284 **AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES**  
285 **FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT**  
286 **PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.**

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287 Buyer and Seller (individually, the "indemnifying Party") each individually indemnifies, holds harmless, and releases  
288 Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs  
289 and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers,  
290 directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by  
291 Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii)  
292 Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at  
293 Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended,  
294 including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv)  
295 products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by  
296 any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective  
297 vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will  
298 not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,  
299 Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

300 **DEFAULT AND DISPUTE RESOLUTION**

301 **15. DEFAULT:**

302 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including  
303 payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the  
304 account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full  
305 settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this  
306 Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights  
307 under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split  
308 equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be  
309 greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

310 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable  
311 diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to  
312 receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach,  
313 and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

314 This Paragraph 15 shall survive Closing or termination of this Contract

315 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and Seller  
316 arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as  
317 follows:

318 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to  
319 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph  
320 16(b).

321 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida  
322 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The  
323 mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought  
324 without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be  
325 resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall  
326 survive Closing or termination of this Contract.

327 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted by  
328 this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in  
329 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover  
330 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation.  
331 This Paragraph 17 shall survive Closing or termination of this Contract.

332 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

333 **18. STANDARDS:**

334 **A. TITLE:**

335 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph  
336 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and  
337 delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing  
338 and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the  
339 Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the  
340 following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and  
341 requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise  
342 common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted  
343 public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear  
344 or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f)

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

345 assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that,  
346 none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of terms identified  
347 in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to  
348 applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

349 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in  
350 writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered  
351 to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to  
352 examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's  
353 notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to  
354 have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with  
355 proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or If  
356 Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects  
357 within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a)  
358 extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use  
359 reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with  
360 existing defects and close this Contract on Closing Date (or If Closing Date has passed, within the earlier of 10 days  
361 after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and  
362 receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If  
363 after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this  
364 Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
365 further obligations under this Contract.

366 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that Improvements located thereon encroach  
367 on setback lines, easements, or lands of others, or violate any restrictions, covenants, applicable governmental  
368 regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters,  
369 together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer  
370 timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title  
371 defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's  
372 request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the  
373 extent the affirmations therein are true and correct

374 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to the  
375 Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

376 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from  
377 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits  
378 paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s), the same  
379 information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may  
380 thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any,  
381 differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s),  
382 fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such  
383 information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit,  
384 thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and  
385 assign all leases to Buyer who shall assume Seller's obligations thereunder.

386 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement,  
387 claims of lien or potential lienors known to Seller, and (ii) that there have been no improvements or repairs to the Real  
388 Property for 90 days immediately preceding Closing Date. If the Real Property has been Improved or repaired within  
389 that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors,  
390 subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general  
391 contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs  
392 which could serve as a basis for construction lien or a claim for damages have been paid or will be paid at Closing.

393 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.**  
394 Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates  
395 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a  
396 Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5.00 p.m. (where the Property is  
397 located) of the next business day.

398 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable  
399 to each other for damages so long as performance or non-performance of the obligation is delayed, caused or  
400 prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual  
401 transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer  
402 or Seller, and which, by: exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to  
403 prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure  
404 prevents performance under this contract, provided, however, if such Force Majeure continues to prevent performance

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

**H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

**I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall, at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

**J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

**K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior years millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, than taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current years tax bill. This STANDARD K shall survive Closing.

**L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

**M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% or estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If Cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

465 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with  
466 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in  
467 all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating  
468 party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended  
469 or delayed by, such Exchange..

470 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**  
471 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be  
472 binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the  
473 Context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the  
474 attorney or broker (including such Broker's real estate licensee) representing any party shall be as effective as if given  
475 by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including  
476 "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be  
477 considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as  
478 determined by Florida's Electronic Signature Act and other applicable laws.

479 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement of  
480 Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or  
481 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in  
482 this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be  
483 bound by it.

484 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this  
485 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

486 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten or  
487 handwritten provisions shall control all printed provisions of this Contract in conflict with them.

488 **S. COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means any checks tendered or received,  
489 including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent  
490 or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by  
491 Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

492 **T. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and conditions  
493 upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval  
494 letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

495 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of  
496 Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county  
497 where the Real Property is located.

498 **V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** If a Seller of U.S. real property is a "foreign  
499 person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to  
500 withhold 10% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue  
501 Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding  
502 Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of  
503 FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is  
504 claimed on the sale of residential property for \$300,000 or less.

505 (i) No withholding is required under Section 1445 if the Seller is not a "foreign person", provided Buyer accepts proof  
506 of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under  
507 penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification  
508 number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b).

509 Otherwise, Buyer shall withhold 10% of the amount realized by Seller on the transfer and timely remit said funds to the  
510 IRS.

511 (ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in  
512 this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and  
513 timely remit said funds to the IRS.

514 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has  
515 provided to Buyer the notice required by 25 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received  
516 as of Closing, Buyer shall, at Closing, withhold 10% of the amount realized by Seller on the transfer and, at Buyer's  
517 option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an  
518 escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in  
519 accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is  
520 rejected or upon terms set forth in the escrow agreement.

521 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction,  
522 Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable  
523 requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in  
524 accordance with the final determination of the IRS, as applicable

Buyer's Initials \_\_\_\_\_

Page 9 of 11

Seller's Initials \_\_\_\_\_

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**STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED**

525 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288  
 526 and 8288-A, as filed.

527 **W. RESERVED**

528 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller and*  
 529 *against any real estate licensee involved in the negotiation of this Contract, for any damage or defects*  
 530 *pertaining to the physical condition of the Property that may exist at Closing of this Contract and be*  
 531 *subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This*  
 532 *provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive*  
 533 *Closing.*

**ADDENDA AND ADDITIONAL TERMS**

535 **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this  
 536\* Contract (**Check If applicable**):

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> A. Condominium Rider      | <input type="checkbox"/> M. Defective Drywall                 | <input type="checkbox"/> X. Kick-out Clause                |
| <input type="checkbox"/> B. Homeowners' Assn.      | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> Y. Sellers Attorney Approval      |
| <input type="checkbox"/> C. Seller Financing       | <input type="checkbox"/> O. Insulation Disclosure             | <input type="checkbox"/> Z. Buyer's Attorney Approval      |
| <input type="checkbox"/> D. Mortgage Assumption    | <input type="checkbox"/> P. Lead Based Paint Disclosure       | <input type="checkbox"/> AA. Licensee-Personal Interest in |
| <input type="checkbox"/> E. FHAVA Financing        | (Pre 1978 Housing)  | Property   |
| <input type="checkbox"/> F. Appraisal Contingency  | <input type="checkbox"/> Q. Housing for Older Persons         | <input type="checkbox"/> BB. Binding Arbitration           |
| <input type="checkbox"/> G. Short Sale             | <input type="checkbox"/> R. Rezoning                          | <input type="checkbox"/> Other _____                       |
| <input type="checkbox"/> H. Homeowners'/Flood Ins. | <input type="checkbox"/> S. Lease Purchaser/Lease Option      | _____  |
| <input type="checkbox"/> I. RESERVED               | <input type="checkbox"/> T. Pre-Closing Occupancy by Buyer    | _____  |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> U. Post-Closing Occupancy by Seller  | _____  |
| <input type="checkbox"/> K. RESERVED               | <input type="checkbox"/> V. Sale of Buyer's Property          | _____  |
| <input type="checkbox"/> L. RESERVED               | <input type="checkbox"/> W. Back-up Contract                  |  |

537\* **20. ADDITIONAL TERMS:** ADMINISTRATION FEE: Buyer/Seller agrees to pay Realty3000, Inc. an  
 538 Administration fee in the amount of \$195.00 at the closing of this Contract.

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**COUNTER-OFFER/REJECTION**

555\*  Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver  
 556 a copy of the acceptance to Seller).

557\*  Seller rejects Buyer's offer.

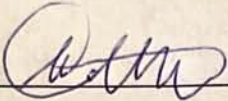
558 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF**  
 559 **AN ATTORNEY PRIOR TO SIGNING.**

560 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

561 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and*  
 562 *conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be*  
 563 *negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.*

Buyer's Initials                      Page 10 of 11 Seller's Initials

564 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE  
565 COMPLETED.

566  
567  
568\* Buyer: Manuel Castilla  \_\_\_\_\_ Date: April 4, 2021

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572  
573\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_


574  
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578\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

579  
580  
581  
582  
583\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

584  
585 Buyer's address for purposes of notice  
586\* 12296 Semillon Blvd Seller's address for purposes of notice  
587\* San Diego CA 92131 \_\_\_\_\_  
588\* \_\_\_\_\_  
589 \_\_\_\_\_

590 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to  
591 compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to  
592 disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties  
593 and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed  
594 funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to  
595 Cooperating Brokers.

596  
597\* \_\_\_\_\_ Listing Sales Associate  
598 Cooperating Sales Associate, If Any  
599  
600\* \_\_\_\_\_ Listing Broker  
601 Cooperating Broker, If Any

Buyer's Initials  \_\_\_\_\_ Seller's Initials \_\_\_\_\_  
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NON COLLUSION AFFIDAVIT  
SALE AND PURCHASE OF CITY PROPERTY  
RFP #CSM2021 -4400 SW 60 Place

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

Manuel castilla being first duly sworn, deposes and states that:

- (1) He/She/They is/are the Manuel Castilla (Owner, Partner, Officer, Representative or Agent) of the Respondent that has submitted the attached Proposal;
- (2) He/She/They is/are fully informed concerning the preparation and contents of the attached Proposal and of all pertinent circumstances concerning such Proposal;  
Such Proposal is genuine and is not a collusive or sham Proposal;
- (3) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Bidding or proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Respondent, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Respondent, or to fix any overhead, profit, or cost elements of the Proposal Price or the Proposal Price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (4) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness Some Ruiz

Witness [Signature]

By: [Signature]  
Signature

Manuel Castilla  
Print Name and Title

Date April 4, 2021

ACKNOWLEDGEMENT

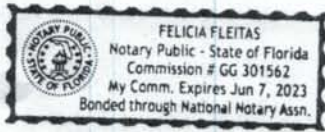
STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

On this the 4th day of April, 2021, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)            and whose name(s) is/are            Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.  
RFP for Sale and Purchase of City Property

[Signature]

NOTARY PUBLIC: SEAL OF OFFICE:



Notary Public, State of Florida

(Name of Notary Public: Print, Stamp or type as commissioned.)

Personally known to me, or

Personal identification:

Type of Identification Produced

Did take an oath, or

Did Not take an oath.

RELATED PARTY TRANSACTION VERIFICATION FORM
SALE AND PURCHASE OF CITY PROPERTY
RFP #CSM2021 -4400 SW 60 Place

I Manuel Castilla, individually and on behalf of NA ("Firm") have Name of Representative Company/Vendor/Entity read the City of South Miami ("City")'s Code of Ethics, Section 8A-1 of the City's Code of Ordinances and I hereby certify, under penalty of perjury that to the best of my knowledge, information and belief:

(1) neither I nor the Firm have any conflict of interest (as defined in section 8A-1) with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the City, and

(2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, has any relative(s), as defined in section 8A-1, who is an employee of the City or who is(are) an appointed or elected official of the City, or who is(are) a member of any public body created by the City Commission, i.e., a board or committee of the City, [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (2) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or those who have a financial interest in the Firm.]; and

(3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) has transacted or entered into any contract(s) with the City or has a financial interest, direct or indirect, in any business being transacted with the city, or with any person or agency acting for the city, other than as follows: NA (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (3) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of those who have a financial interest in the Firm.]; and

(4) no elected and/or appointed official or employee of the City of South Miami, or any of their immediate family members (i.e., spouse, parents, children, brothers and sisters) has a financial interest, directly or indirectly, in the contract between you and/or your Firm and the City other than the following individuals whose interest is set forth following their names:

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). The names of all City employees and that of all elected and/or appointed city officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as follows:

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded,

the statement in this section (4) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee.]

(5) I and the Firm further agree not to use or attempt to use any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the City, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or benefit or for the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.

(6) I and the Firm hereby acknowledge that we have not contracted or transacted any business with the City or any person or agency acting for the City, and that we have not appeared in representation of any third party before any board, commission or agency of the City within the past two years other than as follows: NA (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath).  
X:\Purchasing\Vendor Registration\12.28.12 RELATED PARTY TRANSACTION VERIFICATION FORM [3].docx

(7) Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent, brother or sister) is related by blood or marriage to: (i) any member of the City Commission; (ii) any city employee; or (iii) any member of any board or agency of the City other than as follows: NA (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (7) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members].

(8) No Other Firm, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") has responded to a solicitation by the City in which I or the Firm that I represent or anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) have also responded, other than the following: NA (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (8) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation into the Other Firm, or the Firm he/she represents, as to their officers, directors or anyone having a financial interest in those Firms or any of their any member of those persons' immediate family.]

(9) I and the Firm agree that we are obligated to supplement this Verification Form and inform the City of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.

(10) A violation of the City's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the City, and the imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics. Under penalty of perjury, I declare that I have made a diligent effort to investigate the matters to which I am attesting hereinabove and that the statements made hereinabove are true and correct to the best of my knowledge, information and belief.

Signature: -

Print Name & Title: -

Manuel Castilla

Date: -






April 4, 2021

RFP for Sale and Purchase of City Property

**Proposal Submittal Checklist Form  
SALE AND PURCHASE OF CITY PROPERTY  
RFP #CSM2021-7849 SW 68 Avenue**

This checklist indicates the forms and documents required to be submitted for this solicitation and to be presented by the deadline set for within the solicitation. Fulfillment of all solicitation requirements listed is mandatory for consideration of response to the solicitation. Additional documents may be required and, if so, they will be identified in an addendum to this Solicitation. The response shall include the following items:

Attachments and Other Documents described below to be Completed IF MARKED WITH AN "X":	Check Completed.
--	---------------------

<p><b>X</b> The City will only receive submittals online and electronically through the Demand Star Electronic Bid System (E-Bidding). To register as a business, go to <a href="https://network.demandstar.com/">https://network.demandstar.com/</a> The City, at its discretion, may request hard copies of Responses received from a specific Respondent or all Respondents.</p>	
<p><b>X</b> Respondents Cost and Technical Proposal, <b>Exhibit II</b></p>	
<p><b>X</b> Irrevocable Letter of Credit, <b>Exhibit III</b></p>	<p><i>check delivered</i></p>
<p><b>X</b> Florida Relators/Florida Bar As-is Residential Contract, <b>Exhibit VI</b></p>	
<p><b>X</b> Non-Collusion Affidavit</p>	
<p><b>X</b> Related Party Transaction Verification Form</p>	
<p><b>X</b> Presentation Team Declaration/Affidavit of Representation</p>	<p><i>not needed per city SM</i></p>

Submit this checklist along with your proposal indicating the completion and submission of each required forms and/or documents.

END OF SECTION

**EXHIBIT II**  
**RESPONDENTS COST AND TECHNICAL PROPOSAL**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-7849 SW 68 Avenue**

**The Property subject of this RFP includes:**

**7849 SW 68 Avenue, South Miami, FL 33143**

**(Folio: # 09-4035-013-0942)**

**MAXIMUM BID CASH OFFER FOR THE  
SUBJECT PROPERTY:**

\$ 1,000,000

SUBMITTED THIS

19

DAY OF

April 20 21

PROPOSAL SUBMITTED BY:

Company/Respondent

Telephone Number

Name of Person Authorized to Submit Proposal

Fax Number

Signature

Email Address

Title

END OF SECTION

“AS IS” Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



1\* PARTIES: City of South Miami ("Seller"),
2\* and Sallie Byrd and Wade Byrd (STRS) ("Buyer"),

3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and
5 any riders and addenda ("Contract"):

6 1. PROPERTY DESCRIPTION:

7\* (a) Street address, city, zip: 7849 SW 68 Avenue
8\* (b) Property is located in: Miami-Dade County, Florida. Real Property Tax ID No.: 09-40350130942
9\* (c) Real Property: The legal description is West Hardin Park PB12-49, 116 feet
10 of W 74.97 FT OF LOT C Lot size site values
11 OR 21194-1763 0403 3

12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached
13 wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms
14 of this Contract.

15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which
16 are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase
17 range(s)/(oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and
18 draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access
19 devices, and storm shutters/panels ("Personal Property").
20 Other items included in this purchase are: NA

21 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

22 (e) The following items are excluded from the purchase: NA

23 PURCHASE PRICE AND CLOSING

24 2. PURCHASE PRICE (U.S. currency): ..... \$ 1,000.

25 (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) ... \$ 50.

26 The initial deposit made payable and delivered to "Escrow Agent", named below

27 (CHECK ONE): (i) [X] accompanies offer or (ii) [ ] is to be made within \_\_\_\_\_ (if left blank,
28 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)
29 SHALL BE DEEMED SELECTED

30 Escrow Agent Information: Name: \_\_\_\_\_

31 Address \_\_\_\_\_

32 Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

33 (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10)
34 days after Effective Date..... \$ \_\_\_\_\_

35 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

36 (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... \$ \_\_\_\_\_

37 (d) Other: ..... \$ \_\_\_\_\_

38 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
39 transfer or COLLECTED funds..... \$ 950.

40 NOTE: For the definition of "COLLECTION" OR "COLLECTED" see STANDRD S.

41 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

42 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
43 May 5, 2021, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
44 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the
45 counter-offer is delivered.

46 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed
47 and delivered this offer or final counter-offer ("Effective Date").

48 4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur and
49 the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing")
50 on June 3, 2021 ("Closing Date"), at the time established by the Closing Agent.

51 5. EXTENSION OF CLOSING DATE:

52 (a) If Closing funds from Buyers lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice
53 requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to
54 exceed 7 days.

55 Buyer's Initials SB WS

Seller's Initials \_\_\_\_\_

57 (b) if extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i)  
58 disruption of utilities or other services essential for Closing, or (ii) Hazard, Wind, Flood or Homeowners' insurance,  
59 to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after  
60 restoration of utilities and other services essential to Closing, and availability of applicable Hazard, Wind, Flood or  
61 Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred  
62\* within \_\_\_\_\_(if left blank, then 14) days after Closing Date, then either party may terminate this Contract by  
63 delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and  
64 Seller from all further obligations under this Contract.

65 **6. OCCUPANCY AND POSSESSION:**

66 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the  
67 Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all  
68 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and  
69 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the  
70 Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be  
71 deemed to have accepted the Property in its existing condition as of time of taking occupancy.

72\* (b)  **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING:** If Property is  
73 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts  
74 and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be  
75 delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the  
76 lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of  
77 written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be  
78 refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel  
79 Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied  
80 by Seller after Closing, See Rider U. POST-CLOSING OCCUPANCY BY SELLER.

81\* **7. ASSIGNABILITY: (CHECK ONE):** Buyer  may assign and thereby be released from any further liability under this  
82\* Contract;  may assign but not be released from liability under this Contract; or  may not assign this Contract.

83 **FINANCING**

84 **8. FINANCING:**

85\*  (a) Buyer will pay cash or may obtain a loan for the purchase of the Property. There is no financing contingency to  
86 Buyer's obligation to close.

87\*  (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a  conventional  FHA  VA  
88\* or  other \_\_\_\_\_(describe) loan on the following terms within \_\_\_\_\_ (if left blank, then 30) days after  
89\* Effective Date ("Loan Commitment Date") for **(CHECK ONE):**  fixed,  adjustable,  fixed or adjustable rate loan in  
90\* the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed \_\_\_\_\_% (if left blank, then prevailing  
91\* rate based upon Buyer's creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30) years ("Financing").

92\* Buyer shall make mortgage loan application for the Financing within \_\_\_\_\_(if left blank, then 5) days after Effective  
93 Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan Commitment")  
94 and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the status of mortgage  
95 loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's lender to disclose such  
96 status and progress to Seller and Broker.

97  
98 Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not  
99 receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract **up to the**  
100 **earlier of:**

- 101 i. Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected to  
102 waive the financing contingency of this Contract; or  
103 ii. 7 days prior to Closing Date

104 If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms of  
105 this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under  
106 this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8, then this financing  
107 contingency shall be deemed waived by Buyer.

108 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter close, the  
109 Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Properly related conditions of the  
110 Loan Commitment have not been met (except when such conditions are waived by other provisions of this Contract); (3)  
111 appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Commitment; or (4) the  
112 loan is not funded due to financial failure of Buyer's lender, in which event(s) the Deposit shall be returned to Buyer,  
113 thereby releasing Buyer and Seller from all further obligations under this Contract.

Buyer's Initials \_\_\_\_\_

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Seller's Initials \_\_\_\_\_

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- 114\*  (c) Assumption of existing mortgage (see rider for terms).  
 115\*  (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

116 **CLOSING COSTS, FEES AND CHARGES**

117 **9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

118 (a) **COSTS TO BE PAID BY SELLER:**

- 119 • Documentary stamp taxes and surtax on deed, if any • HOA/Condominium Association estoppel fees  
 120 • Owner's Policy and charges (if Paragraph 9(c)(i) is checked) • Recording and other fees needed to cure title  
 121 • Title search charges (if Paragraph 9(c)(iii) is checked) • Seller's attorneys' fees  
 122\* • Other: \_\_\_\_\_

123 If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a  
 124 sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If  
 125 actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual  
 126 costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

127 (b) **COSTS TO BE PAID BY BUYER:**

- 128 • Taxes and recording fees on notes and mortgages • Loan Expenses  
 129 • Recording fees for deed and financing statements • Appraisal Fees  
 130 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked) • Buyer's Inspections  
 131 • Survey (and elevation certification, if required) • Buyer's attorneys' fees  
 132 • Lender's title policy and endorsements • All property related insurance  
 133 • HOA/Condominium Association application/transfer fees • Owners Policy Premium (if Paragraph  
 134 9 (c) (iii) is checked.)  
 135\* • Other: \_\_\_\_\_

136\* (c) **TITLE EVIDENCE AND INSURANCE:** At least \_\_\_\_\_ (if left blank, then 5) days prior to Closing Date, a title  
 137 insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as  
 138 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see  
 139 STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance  
 140 covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.  
 141 The owner's title policy premium, title search, municipal lien search and closing services (collectively, "Owner's  
 142 Policy and Charges") shall be paid, as set forth below  
 143 **(CHECK ONE):**

- 144\*  (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges (but not including charges for  
 145 closing services related to Buyer's lender's policy and endorsements and loan closing, which amounts shall be paid  
 146 by Buyer to Closing Agent or such other provider(s) as Buyer may select); or  
 147\*  (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing  
 148 services related to Buyer's lender's policy, endorsements, and loan closing; or  
 149\*  (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's policy of  
 150 title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which  
 151 is acceptable to Buyer's title Insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien  
 152 search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if  
 153\* applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$\_\_\_\_\_ (if left blank,  
 154 then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

155 (d) **SURVEY:** At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and  
 156 certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall  
 157 be furnished to Buyer and Closing Agent within 5 days after Effective Date

158\* (e) **HOME WARRANTY:** At Closing,  Buyer  Seller  N/A shall pay for a home warranty plan issued by  
 159\* \_\_\_\_\_ at a cost not to exceed \$\_\_\_\_\_. A home  
 160 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in  
 161 appliances in the event of breakdown due to normal wear and tear during the agreements warranty period.

162 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body  
 163 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and  
 164 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an  
 165 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed  
 166 on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in  
 167 installments **(CHECK ONE):**

- 168  (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.  
 169 installments prepaid or due for the year of Closing shall be prorated.  
 170\*  (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.  
 171 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

**DISCLOSURES**

**10. DISCLOSURES:**

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance through the National Flood Insurance Program, Buyer may terminate this Contract by delivering written notice to seller within \_\_\_\_\_(if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, falling which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Reform Act of 2012 (referred to as Biggert-Waters 2012) may phase in actuarial rating of pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 80% of the year) and an elevation certificate may be required for actuarial rating.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**
- (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"), Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental, or safety code violation.

**PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

- 11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

Buyer's Initials 

Seller's Initials \_\_\_\_\_

228 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

- 229\* (a) **PROPERTY INSPECTION AND RIGHT TO CANCEL:** Buyer shall have 10 (if left blank, than 15) days  
230 after Effective Date ("Inspection Period") within which to have such inspections of the Property performed  
231 as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the  
232 Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice or such  
233 election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the  
234 Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further  
235 obligations under this Contract; however, Buyer shall be responsible for prompt payment for such  
236 inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and  
237 shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall  
238 survive termination or this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer  
239 accepts the physical condition of the Property and any violation of governmental, building, environmental,  
240 and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance  
241 Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's  
242 lender.
- 243 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to  
244 time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up  
245 walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the  
246 Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement  
247 and has met all other contractual obligations
- 248 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of  
249 the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written  
250 documentation or other information in Seller's possession, knowledge, or control relating to improvements to the  
251 Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with  
252 Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's  
253 obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents  
254 necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling  
255 such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- 256 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost,  
257 Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

258 **ESCROW AGENT AND BROKER**

- 259 13. **ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and  
260 other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the  
261 State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract.  
262 Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the  
263 Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions  
264 permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this  
265 Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its  
266 disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or  
267 Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents  
268 a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such  
269 action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously  
270 delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as  
271 amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow  
272 disbursement order.
- 273 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in  
274 any proceeding where Agent interpleads the subject matter of escrow, Agent shall recover reasonable attorney's  
275 fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be  
276 liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agents willful  
277 breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this  
278 Contract.
- 279 14. **PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square  
280 footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals  
281 for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction  
282 contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all  
283 representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER**  
284 **AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES**  
285 **FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT**  
286 **PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.**

287 Buyer and Seller (individually, the "indemnifying Party") each individually indemnifies, holds harmless, and releases  
288 Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs  
289 and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers,  
290 directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by  
291 Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii)  
292 Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at  
293 Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended,  
294 including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv)  
295 products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by  
296 any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective  
297 vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will  
298 not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,  
299 Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

## 300 **DEFAULT AND DISPUTE RESOLUTION**

### 301 **15. DEFAULT:**

- 302 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including  
303 payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the  
304 account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full  
305 settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this  
306 Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights  
307 under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split  
308 equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be  
309 greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- 310 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable  
311 diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to  
312 receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach,  
313 and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

314 This Paragraph 15 shall survive Closing or termination of this Contract

315 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and Seller  
316 arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as  
317 follows:

- 318 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to  
319 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph  
320 16(b).
- 321 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida  
322 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The  
323 mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought  
324 without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be  
325 resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall  
326 survive Closing or termination of this Contract.

327 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted by  
328 this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in  
329 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover  
330 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation.  
331 This Paragraph 17 shall survive Closing or termination of this Contract.

## 332 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

### 333 **18. STANDARDS:**

#### 334 **A. TITLE:**

- 335 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph  
336 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and  
337 delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing  
338 and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the  
339 Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the  
340 following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and  
341 requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise  
342 common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted  
343 public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear  
344 or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f)

Buyer's Initials AB

MB

Page 6 of 11

Seller's Initials \_\_\_\_\_



STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

**H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

**I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

(i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no title Insurance, designated by Seller. Closing may be conducted by mail or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall, at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

**J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment. Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

**K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior years millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current years tax bill. This STANDARD K shall survive Closing.

**L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

**M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% or estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If Cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

465 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with  
466 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in  
467 all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating  
468 party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended  
469 or delayed by, such Exchange..

470 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**  
471 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be  
472 binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the  
473 Context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the  
474 attorney or broker (including such Broker's real estate licensee) representing any party shall be as effective as if given  
475 by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including  
476 "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be  
477 considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as  
478 determined by Florida's Electronic Signature Act and other applicable laws.

479 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement of  
480 Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or  
481 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in  
482 this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be  
483 bound by it.

484 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this  
485 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

486 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten or  
487 handwritten provisions shall control all printed provisions of this Contract in conflict with them.

488 **S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received,**  
489 **including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent**  
490 **or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by**  
491 **Closing Agent until such amounts have been COLLECTED In Closing Agent's accounts.**

492 **T. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and conditions  
493 upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval  
494 letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

495 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of  
496 Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county  
497 where the Real Property is located.

498 **V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** If a Seller of U.S. real property is a "foreign  
499 person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to  
500 withhold 10% of the amount realized by the seller on the transfer and remit the withheld amount to the internal Revenue  
501 Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding  
502 Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of  
503 FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is  
504 claimed on the sale of residential property for \$300,000 or less.

505 (i) No withholding is required under Section 1445 if the Seller is not a "foreign person", provided Buyer accepts proof  
506 of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under  
507 penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification  
508 number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b).

509 Otherwise, Buyer shall withhold 10% of the amount realized by Seller on the transfer and timely remit said funds to the  
510 IRS.

511 (ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in  
512 this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and  
513 timely remit said funds to the IRS.

514 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has  
515 provided to Buyer the notice required by 25 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received  
516 as of Closing, Buyer shall, at Closing, withhold 10% of the amount realized by Seller on the transfer and, at Buyer's  
517 option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an  
518 escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in  
519 accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is  
520 rejected or upon terms set forth in the escrow agreement.

521 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction,  
522 Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable  
523 requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in  
524 accordance with the final determination of the IRS, as applicable

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

525 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288  
526 and 8288-A, as filed.

527 **W. RESERVED**

528 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller and*  
529 *against any real estate licensee involved in the negotiation of this Contract, for any damage or defects*  
530 *pertaining to the physical condition of the Property that may exist at Closing of this Contract and be*  
531 *subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This*  
532 *provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive*  
533 *Closing.*

534 **ADDENDA AND ADDITIONAL TERMS**

535 **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this  
536\* **Contract (Check If applicable):**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> A. Condominium Rider      | <input type="checkbox"/> M. Defective Drywall                 | <input type="checkbox"/> X. Kick-out Clause                |
| <input type="checkbox"/> B. Homeowners' Assn.      | <input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> Y. Sellers Attorney Approval      |
| <input type="checkbox"/> C. Seller Financing       | <input type="checkbox"/> O. Insulation Disclosure             | <input type="checkbox"/> Z. Buyer's Attorney Approval      |
| <input type="checkbox"/> D. Mortgage Assumption    | <input type="checkbox"/> P. Lead Based Paint Disclosure       | <input type="checkbox"/> AA. Licensee-Personal Interest in |
| <input type="checkbox"/> E. FHA/VA Financing       | (Pre 1978 Housing)  | Property   |
| <input type="checkbox"/> F. Appraisal Contingency  | <input type="checkbox"/> Q. Housing for Older Persons         | <input type="checkbox"/> BB. Binding Arbitration           |
| <input type="checkbox"/> G. Short Sale             | <input type="checkbox"/> R. Rezoning                          | <input type="checkbox"/> Other _____                       |
| <input type="checkbox"/> H. Homeowners'/Flood Ins. | <input type="checkbox"/> S. Lease Purchaser/Lease Option      | _____  |
| <input type="checkbox"/> I. RESERVED               | <input type="checkbox"/> T. Pre-Closing Occupancy by Buyer    | _____  |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> U. Post-Closing Occupancy by Seller  | _____  |
| <input type="checkbox"/> K. RESERVED               | <input type="checkbox"/> V. Sale of Buyer's Property          | _____  |
| <input type="checkbox"/> L. RESERVED               | <input type="checkbox"/> W. Back-up Contract                  | _____  |

537\* **20. ADDITIONAL TERMS:** ADMINISTRATION FEE: Buyer/Seller agrees to pay Realty3000, Inc. an  
538 Administration fee in the amount of \$195.00 at the closing of this Contract.

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554 **COUNTER-OFFER/REJECTION**

555\*  Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver  
556 a copy of the acceptance to Seller).

557\*  Seller rejects Buyer's offer.

558 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF**  
559 **AN ATTORNEY PRIOR TO SIGNING.**

560 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

561 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and*  
562 *conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be*  
563 *negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.*

Buyer's Initials                                           Page 10 of 11 Seller's Initials \_\_\_\_\_  
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564 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE  
565 COMPLETED.

566  
567  
668\* Buyer: Sally Byrd Date: 4/14/21

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572  
573\* Buyer: [Signature] Date: 4/14/21

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578\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

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583\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_

584  
585 Buyer's address for purposes of notice  
586\* 7851 SW 68 Avenue Seller's address for purposes of notice  
587\* Miami FL 33143  
588\* \_\_\_\_\_  
589 \_\_\_\_\_

590 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to  
591 compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to  
592 disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties  
593 and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed  
594 funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to  
595 Cooperating Brokers.

596  
597\* \_\_\_\_\_  
598 Cooperating Sales Associate, If Any Listing Sales Associate

599  
600\* \_\_\_\_\_  
601 Cooperating Broker, If Any Listing Broker

Buyer's Initials SB WB Seller's Initials \_\_\_\_\_  
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**NON COLLUSION AFFIDAVIT  
SALE AND PURCHASE OF CITY PROPERTY  
RFP #CSM2021-7849 SW 68 Avenue**

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

Sallie Byrd & Wade Byrd (JTRS) being first duly sworn, deposes and states that:

- (1) He/She/They is/are the RESPONDANTS AND HAVE SUBMITTED (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Respondent that has submitted the attached Proposal;
- (2) He/She/They is/are fully informed concerning the preparation and contents of the attached Proposal and of all pertinent circumstances concerning such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Bidding or proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Respondent, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Respondent, or to fix any overhead, profit, or cost elements of the Proposal Price or the Proposal Price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness [Signature]  
Witness [Signature]

By: [Signature]  
Signature Sallie Byrd  
Wade Byrd  
Print Name and Title  
Date April 14, 2021

ACKNOWLEDGEMENT

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

On this the 14 day of April, 2020, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) SALLIE BYRD + WADE BYRD and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC:  
SEAL OF OFFICE:



\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or type as commissioned.)

Personally known to me, or

\_\_\_\_\_  
Personal identification:

\_\_\_\_\_  
Type of Identification Produced

\_\_\_\_\_  
Did take an oath, or

\_\_\_\_\_  
Did Not take an oath.

**RELATED PARTY TRANSACTION VERIFICATION FORM**  
**SALE AND PURCHASE OF CITY PROPERTY**  
**RFP #CSM2021-7849 SW 68 Avenue**

SALVIE BYAD  
I WADE BYAD, individually and on behalf of \_\_\_\_\_  
("Firm") have Name of Representative Company/Vendor/Entity read the City of South Miami ("City")'s Code of Ethics, Section 8A-1 of the City's Code of Ordinances and I hereby certify, under penalty of perjury that to the best of my knowledge, information and belief:

(1) neither I nor the Firm have any conflict of interest (as defined in section 8A-1) with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the City, and

(2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, has any relative(s), as defined in section 8A-1, who is an employee of the City or who is(are) an appointed or elected official of the City, or who is(are) a member of any public body created by the City Commission, i.e., a board or committee of the City, [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (2) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or those who have a financial interest in the Firm.]; and

(3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) has transacted or entered into any contract(s) with the City or has a financial interest, direct or indirect, in any business being transacted with the city, or with any person or agency acting for the city, other than as follows:  
NONE

\_\_\_\_\_  
(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (3) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of those who have a financial interest in the Firm.]; and

(4) no elected and/or appointed official or employee of the City of South Miami, or any of their immediate family members (i.e., spouse, parents, children, brothers and sisters) has a financial interest, directly or indirectly, in the contract between you and/or your Firm and the City other than the following individuals whose interest is set forth following their names: NONE

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). The names of all City employees and that of all elected and/or appointed city officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as follows:  
NONE

\_\_\_\_\_  
(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (4) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee.]

(5) I and the Firm further agree not to use or attempt to use any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the City, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or benefit or for

the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.

(6) I and the Firm hereby acknowledge that we have not contracted or transacted any business with the City or any person or agency acting for the City, and that we have not appeared in representation of any third party before any board, commission or agency of the City within the past two years other than as follows: NONE (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath).  
X:\Purchasing\Vendor Registration\12.28.12 RELATED PARTY TRANSACTION VERIFICATION FORM [3].docx

(7) Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent, brother or sister) is related by blood or marriage to: (i) any member of the City Commission; (ii) any city employee; or (iii) any member of any board or agency of the City other than as follows: NONE (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (7) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members].

(8) No Other Firm, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") has responded to a solicitation by the City in which I or the Firm that I represent or anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) have also responded other than the following: NONE (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (8) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation into the Other Firm, or the Firm he/she represents, as to their officers, directors or anyone having a financial interest in those Firms or any of their any member of those persons' immediate family.]

(9) I and the Firm agree that we are obligated to supplement this Verification Form and inform the City of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.

(10) A violation of the City's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the City, and the imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics. Under penalty of perjury, I declare that I have made a diligent effort to investigate the matters to which I am attesting hereinabove and that the statements made hereinabove are true and correct to the best of my knowledge, information and belief.

Signature: Sally Byrd  
Print Name & Title: SALLY BYRD + WADE BYRD  
Date: APRIL 14, 2021

**Member Name**

**Bid Number RFP2021-CSM4400 SW 60 PL**

**Bid Name**

**3 Document(s) found for this bid**

**14 Planholder(s) found**

**BROADCAST 949**

<b>SupplierName</b>	<b>Address1</b>	<b>City</b>	<b>State</b>	<b>PostalCode</b>	<b>DeclaredAttributes</b>
Advanced Prevention Technology Group	2355 NW 70th Ave	Miami	FL	33122	
American Engineers & Contractors Inc	114 Blackford Ave	Piscataway	NJ	08854	Small Business
Avison Young	1875 NW Corporate Blvd	Boca Raton	FL	33431	
Blue Sky Communities	4310 Whittner Drive	Tampa	FL	34639	
Gecko Group	120 Madeira Avenue	Coral Gables	FL	33134	
HSQ Group, Inc.	1001 Yamato Road, Suite 105	BOCA RATON	FL	33431	Hispanic Owned, Small Business
JB	4410 SW 60th PL	Miami	FL	33155	
Manuel J Castilla	6051 SW 44th Terrace	Miami	FL	33155	
OAC Action Construction, Corp	11980 SW 144 Ct.	Miami	FL	33186	Hispanic Owned, Small Business
Osborn Engineering	400 N Tampa Street, Suite 2230	Tampa	FL	33602	
Roe Minor Realty Consultants Inc.	1131 SE Third Avenue	Fort Lauderdale	FL	33316-1109	
Song + Associates, Inc.	1545 Centrepark Drive North	West Palm Beach	FL	33401	
Stuart Architecture	7199 NW 49 Place	Lauderhill	FL	33319	African American Owned, Small Business
Zahlene Enterprises, Inc	11300 NW 97th Ave	Medley	FL	33178	

Member Name  
 Bid Number  
 Bid Name

6 Document(s) found for this bid

9 Planholder(s) found  
 BRAODCAST TO: 971

SupplierName	Address1	City	State	PostalCode	DeclaredAttributes
American Engineers & Contractors Inc	114 Blackford Ave	Piscataway	NJ	08854	Small Business
Berger's Property Maintenance Co	PO Box 901898	Homestead	FL	33090	
Blue Sky Communities	4310 Whittner Drive	Tampa	FL	34639	
Dekora LLC	12011 SW 129TH CT	miami	FL	33186	
Environmental Consulting & Technology, Inc.	3701 N.W. 98th Street	Gainesville	FL	32606-5004	
Gecko Group	120 Madeira Avenue	Coral Gables	FL	33134	
Gucciardo Construction, LLC	1900 sw 8th st	Miami	FL	33135	
Rogar Management & Consulting of FL LLC	12011 sw 129th ct #5	miami	FL	33186	
Sallie Byrd & Wade Byrd	7851 SW 68 Avenue	Miami	FL	33143	

**MIAMI DAILY BUSINESS REVIEW**

Published Daily except Saturday, Sunday and  
Legal Holidays  
Miami, Miami-Dade County, Florida

**STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:**

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

CITY OF SOUTH MIAMI - RFP #CSM2021-4400 SW 60 PLACE

in the XXXX Court,  
was published in said newspaper in the issues of

03/12/2021

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

*Guillermo Garcia*

Sworn to and subscribed before me this  
12 day of MARCH, A.D. 2021

*C. Ravix*

(SEAL)

GUILLERMO GARCIA personally known to me



**SALE AND PURCHASE OF CITY PROPERTY  
RFP #CSM2021-4400 SW 60 PLACE  
SUBMITTAL DUE DATE:  
APRIL 16, 2021 AT 10 AM**

The City is hereby requesting sealed proposals in response to this RFP #CSM2021-4400 SW 60 Place for Sale and Purchase of City Property, located at 4400 SW 60 Place, South Miami, FL 33143, as defined in the Background and Scope of Project of the Solicitation. The purpose of this Solicitation is to seek proposals for the purchase of the City's property.

Interested persons who wish to respond to this Solicitation can obtain the complete Solicitation package by accessing the following webpage: <http://www.southmiamifl.gov/> which is the City of South Miami's web address for solicitation information.

The City will only receive submittals electronically through the DemandStar Electronic Bid System (E-Bidding). To register as a business, go to <https://network.demandstar.com/>

Responses must be received electronically through DemandStar, no later than 10:00 A.M. local time (the "Closing Date") on April 16, 2021 and any Response received by the City through DemandStar after 10:00 a.m. local time on said date will not be accepted under any circumstances. Hand delivery will not be accepted.

**E-BID OPENING VIA VIDEO CONFERENCING:**

The opening of E-Bids for this solicitation will occur at 10:30 A.M. local time on (the Closing Date, April 16, 2021). The City Clerk will conduct the E-Bid Opening through video conferencing using the Zoom platform. Members of the public may view the meeting via Zoom at <https://zoom.us/j/3056636339>, or listen to the meeting on a dedicated phone line by dialing +1- 786-635-1003 Meeting ID: 3056636339.

Nkenga A. Payne, CMC  
City Clerk  
City of South Miami

3/12

21-84/0000518343M

**MIAMI DAILY BUSINESS REVIEW**

Published Daily except Saturday, Sunday and  
Legal Holidays  
Miami, Miami-Dade County, Florida

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

CITY OF SOUTH MIAMI - RFP #CSM2021-7849 SW 68 AVENUE

in the XXXX Court,  
was published in said newspaper in the issues of

03/16/2021

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

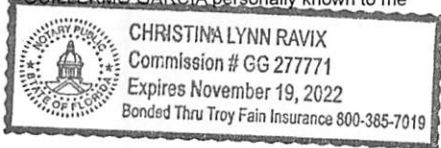
*Guillermo Garcia*

Sworn to and subscribed before me this  
16 day of MARCH A.D. 2021

*C. Ravix*

(SEAL)

GUILLERMO GARCIA personally known to me



**SALE AND PURCHASE OF CITY PROPERTY  
RFP #CSM2021-7849 SW 68 AVENUE  
SUBMITTAL DUE DATE:  
APRIL 21, 2021 AT 10 AM**

The City is hereby requesting sealed proposals in response to this RFP #CSM2021-7849 SW 68 Avenue for Sale and Purchase of City Property, located at 7849 SW 68 Avenue, South Miami, FL 33143, as defined in the Background and Scope of Project of the Solicitation. The purpose of this Solicitation is to seek proposals for the purchase of the City's property.

Interested persons who wish to respond to this Solicitation can obtain the complete Solicitation package by accessing the following webpage: <http://www.southmiamifl.gov/> which is the City of South Miami's web address for solicitation information.

The City will only receive submittals electronically through the DemandStar Electronic Bid System (E-Bidding). To register as a business, go to <https://network.demandstar.com/> See directions for registering and signing into your DemandStar user account on the next page following this Solicitation Cover Letter.

Responses must be received electronically through DemandStar, no later than 10:00 A.M. local time (the "Closing Date") on April 21, 2021 and any Response received by the City through DemandStar after 10:00 a.m. local time on said date will not be accepted under any circumstances. Hand delivery will not be accepted.

**E-BID OPENING VIA VIDEO CONFERENCING:**

The opening of E-Bids for this solicitation will occur at 10:30 A.M. local time on (the Closing Date, April 21, 2021). The City Clerk will conduct the E-Bid Opening through video conferencing using the Zoom platform. Members of the public may view the meeting via Zoom at <https://zoom.us/j/3056636339>, or listen to the meeting on a dedicated phone line by dialing +1-786-635-1003 Meeting ID: 3056636339.

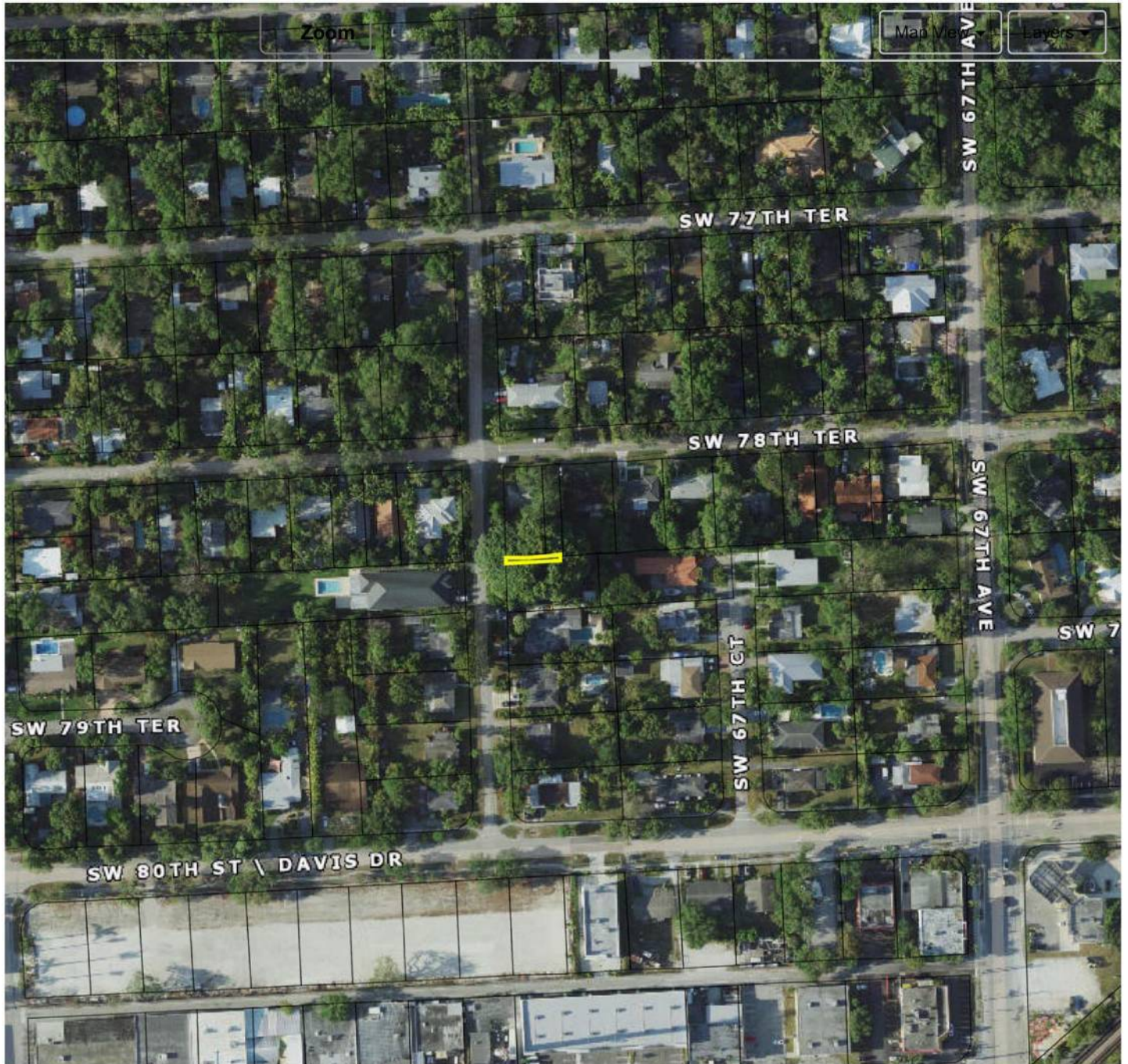
Nkenga A. Payne, CMC  
City Clerk  
City of South Miami

3/16

21-35/0000518966M

PENSER APPRAISALS

Borrower: <b>n/a</b>	File No.: <b>05016526</b>	
Property Address: <b>7849 SW 68th AVENUE (APPROX.)</b>	Case No.:	
City: <b>SOUTH MIAMI</b>	State: <b>FL</b>	Zip: <b>33143</b>
Lender: <b>PRIVATE</b>		



PENSER APPRAISALS

Borrower: n/a

File No.: 05016480

Property Address: 4400 SW 60th PLACE (APPROX.)

Case No.:

City: SOUTH MIAMI

State: FL

Zip: 33143

Lender: PRIVATE APPRAISAL FOR VALUATION PURPOSES

