WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY REGULAR MEETING OF THE BOARD OF COMMISSIONERS

LOCATION: SOUTH DADE GOVERNMENT CENTER

10710 SW 211TH - Conference Room 104 - Cutler Bay, FL 33189 https://www8.miamidade.gov/global/government/boards/west-perrine-cra.page

Wednesday April 17, 2024 - REGULAR MEETING AGENDA 6:00 PM - 7:30 PM

I.	Meeting Call to Order, Roll Call		Chairman Gilliard	
II.	Reasonable Opportunity for the Public to be Heard		Chairman Gilliard	
III.	Approval of Agenda		Chairman Gilliard	
IV.	Approval of Minutes a. March 20, 2024, Regular Board N	Meeting	Chairman Gilliard	
V.	 Action Items: a. RESOLUTION TO APPROVE F BUSINESSFLARE, LLC. b. RESOLUTION TO APPROVE C REHABILITATION PROGRAM c. RESOLUTION TO ENTER INT ACQUISTION RELATED REAL AVENUE: FOLIO NUMBER 30 	FINDING OF NECESSITY CHANGES AS SET FORTH I GUIDELINES. O A PURCHASE AGREEN L PROPERTY ADDRESS 1	H IN THE COMMERCIAL MENT FOR LAND	
VI.	Discussion/Updates: a. Discussion on outside legal servi-	ces.	Chairman Gilliard	
VII.	Next Meeting Dates & Adjournment		Chairman Gilliard	

a. Wednesday, May 22, 2024



Regular Board Meeting Minutes – March 20, 2024 – 6:00 P.M. South Dade Government Center 10710 SW 211th ST – Conference Room 104 – Cutler Bay, FL 33189

Meeting Call to Order, Roll Call

Chairman Gilliard called the meeting to order at 6:03 P.M. Roll Call was as follows:

- Present: Chairman Leviticus L. Gilliard, Vice-Chair Tyreke Spann, Lieutenant Kevin Richardson, and Veronica Thompkins
- Absent: Rhonda Richardson-Comer, Willie Carpenter, and Taj Echoles
- Miami-Dade County Staff Present: Vivian Cao, Assistant Director; Jason E. Rodriguez; Business Analyst Manager, and Nicole Jordan, Business Analyst, Office of Management and Budget (OMB); Richard Appleton, Assistant County Attorney, County Attorney's Office (CAO)

Open Forum for Public Comments

Chairman Gilliard opened the forum for the public to have a reasonable opportunity to be heard. There were no public comments.

Approval of Agenda

Chairman Gilliard removed Action Item C from the Agenda. Ms. Thompkins moved to approve the meeting agenda as amended. The motion was seconded by Vice-Chairman Spann. Motion passed unanimously.

Approval of Minutes

Ms. Thompkins moved to approve the January 31, 2024, Regular Board meeting minutes. The motion was seconded by Vice-Chairman Spann. Motion passed unanimously.

Action Items

A. Resolution to Approve Amendment to Contract Between West Perrine CRA and Executive Director

Chairman Gilliard explained the amendments to the West Perrine CRA Executive Director contract were the change of name to H.E.R.S Consulting and to provide required insurance.

Ms. Thompkins moved to approve the amendment to the executive director agreement. The motion was seconded by Vice-Chairman Spann. Motion passed unanimously.

B. Approval of Florida Redevelopment Association (FRA) Course and Travel Reimbursement for Executive Director

Chairman Gilliard spoke about Executive Director Krystal Patterson's remaining four classes needed to complete her certification. Chairman Gilliard stated the remaining four courses are the Operations and Capacity Building, CRA 101, Planning Strategically for Redevelopment, and Capital Project Management.

Lieutenant Richardson motioned to approve the travel expenses for Ms. Patterson to attend the remaining four courses. The motion was seconded by Ms. Thompkins. Motion passed unanimously.

D. Resolution to Approve Marketing and Branding Proposal with Blum Consulting for Website, Social Media Development Services.

Before continuing with the next item, Executive Director Patterson explained the commercial rehabilitation program application was on pause to ensure protection for both the community and the Agency. Ms. Patterson stated that she is working with the CRA attorney and that they are closed to finalizing the program. In the meantime, Ms. Patterson will continue to update the community. Chairman Gilliard requested that Ms. Cao prepare a draft proposal (RFP) for outside legal counsel.

Chairman Gilliard explained the services Blum Marketing would be providing to the Agency such as website, social media, and development services.

Ms. Thompkins moved to negotiate and execute a contract with Blum Consulting in an amount not to exceed \$25,000. The motion was seconded by Lieutenant Richardson. Motion passed unanimously.

E. Approval of West Perrine CRA Logo Update

Chairman Gilliard addressed Executive Director Patterson to see if board members that were not present had a chance to vote on their preferred logo. Ms. Patterson stated that she received one response from one of the board members not present.

Ms. Thompkins moved to approve the logo option with the green Banyan tree. The motion was seconded by Lieutenant Richardson. Motion passed unanimously.

Discussion & Updates

Chairman Gilliard inquired with Miami-Dade Police Department over the West Perrine Community Policing initiative. Ms. Vivian Cao stated the item will be going to the April Board of County Commissioners meeting and staff is working on drafting an MOU with Miami-Dade Police Department. Chairman Gilliard stated that Tucker Towers had their ribbon cutting on March 4th and this housing facility includes state of the art amenities and is intended for senior citizens aged 62 and older. Chairman Gilliard also provided updates on code enforcement such as violations, citations, permits, and more. Executive Director Patterson stated that she is working with the Miami-Dade County Regulatory and Economic Resources Department to conduct an outreach program in the community so that people are aware of the various code enforcement violations and how to prevent them.

Chairman Gilliard stated that he would like the Executive Director to update the commercial rehabilitation program to make sure all documents comply. Chairman Gilliard also stated that the residential rehabilitation program will be undergoing changes and it set to take off in an efficient manner. Chairman Gilliard continued to provide updates on the CRA marketing initiative as it relates to submitting grant applications through the website, staying up to date on information in the CRA, the new logo, and other related items. Chairman Gilliard thanked Executive Director Patterson for her contributions to the CRA and for continuing to work collaboratively with County Staff.

Next Meeting Date & Adjournment

Chairman Gilliard stated the next meeting is scheduled for April 17, 2024, starting at 6:00 P.M. The meeting was adjourned at 6:24 P.M.

Approved _____

Agenda Item No.

RESOLUTION NO. CRA-04-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY, WITH ATTACHMENT(S), AMENDING AND RESTATING THE COMMERCIAL REHABILITATION GRANT PROGRAM MANUAL, AND RETITLING SAID DOCUMENT "COMMERCIAL REHABILITATION GRANT PROGRAM GUIDELINES"

WHEREAS, the "Commercial Rehabilitation Grant Program Manual" ("Manual") that was adopted by this Board on September 27, 2023, requires certain updates, including but not limited to the document's title, which has been amended to "Commercial Rehabilitation Grant Program Guidelines" ("Guidelines"); and

WHEREAS, this Board desires to accomplish the purpose outlined herein and to adopt the Guidelines, which is attached hereto and is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY, that:

<u>Section 1.</u> The matters contained in the foregoing recital and accompanying memorandum are incorporated in this resolution by reference.

Section 2. This Board hereby adopts the Guidelines, as set forth in Exhibit "A", which is attached hereto and is incorporated herein by reference, in order to replace the Manual.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

> Leviticus L. Gilliard, Chairman Tyreke Spann, Vice Chairman Lieutenant Kevin Richardson Veronica Thompkins Rhonda Richardson-Comer Willie Carpenter

Agenda Item No. Page No. 2

The Chairperson thereupon declared this resolution duly passed and adopted this day of , 2024.

WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY



COMMERCIAL REHABILITATION GRANT PROGRAM GUIDELINES

April 2024 Update

WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL REHABILITATION PROGRAM

I. WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY BACKGROUND

The Miami-Dade County Board of County Commissioners created the West Perrine Community Redevelopment Agency ("Agency" or "CRA") in 2005, pursuant to Florida State Law. The boundaries of the Agency include US-1 on the east and southeast, SW 168 Street on the north and the Homestead Extension of the Florida's Turnpike on the west and southwest ("CRA boundaries").

II. COMMERCIAL REHABILITATION PROGRAM SUMMARY

The **Commercial Rehabilitation Program** ("CRP") was developed by the CRA to provide grant funding for interior/exterior improvements to existing commercial property and small business retention located within the CRA boundaries (see attached map) in order to effectuate positive change and reduce conditions of slum and blight.

The CRP guideline has been established to aid licensed/legal businesses and commercial real property owners to rehabilitate privately-owned commercial buildings. Funds can only be used for improvements in accordance with the policies and procedures set forth in this document.

III. POLICIES AND PROCEDURES

This section establishes the policies and procedures for the distribution of grant funds pursuant to the requirements of the CRP. Grant funding may be provided for the rehabilitation of qualifying privately owned commercial properties located within the CRA boundaries.

CRP INFORMATION:

- **A.** The CRP program may provide up to \$150,000, for interior and exterior improvements, per applicant.
- **B.** At the time of the application's submission, the applicant must show proof of business ownership and either proof of the property's ownership or an executed lease. Such business must have been active for a minimum of two (2) continuous years at the time of the application's submission. Please note that the CRP does NOT apply to new businesses.
- **C.** The property receiving the benefit of the funds must be located within the CRA boundaries at the time of the application's submission.
- **D.** If a business is awarded a CRP grant ("Grantee"), the Grantee shall not be eligible to apply for any other CRP grants for a minimum period of three (3) years from the project completion date, as such term is defined by the CRA in its sole and absolute discretion.
- **E.** All CRP grant allocations to Grantees must be approved by the CRA Board before the grant agreement is signed and grant funds are disbursed.
- F. The number of CRP grant awards shall be limited by the availability of funds.
- **G.** Eligible improvements for the CRP include:
 - i. Interior and exterior commercial property improvements (in cases of a strip mall, exterior improvements must stretch across the entire property).
 - ii. Durable machinery/commercial equipment
 - iii. Exterior or interior painting
 - iv. Siding, masonry or stucco
 - v. Roof repair or replacement
 - vi. Exterior or interior lighting
 - vii. Exterior signs
 - viii. Window or door repair or replacement
 - ix. Awnings, canopies or shutters
 - x. Historic storefront restoration
 - xi. Landscaping or irrigation for landscaping
 - xii. Surface parking lot improvements
 - xiii. Fences and gate repair or installation
 - xiv. Pedestrian enhancements such as benches, bicycle racks or trash containers
- **H.** The Grantee and/or their licensed contractor is responsible for obtaining all required permits and approvals for the project. All work must be done in compliance with applicable Miami Dade County Building Codes and Land Development Regulations.
- I. The CRA may require the Grantee to work with a contractor from the CRA's pool of pre-approved contractors; alternatively, the CRA may require the Grantee to obtain their own contractor to perform the CRP eligible work. All contractors must be licensed by the State of Florida, registered as a vendor with Miami Dade County and properly insured.
- J. Grant funds may only be utilized for eligible work that's been pre-approved by the Agency. Work performed BEFORE the application is approved by the CRA Board is ineligible.

- K. The Grantee will be required to obtain up to three (3) competitive quotes (depending on the size of the award) from licensed contractors for the eligible proposed work, unless the CRA Board, or its designee, agrees to a waiver, in its sole and absolute discretion. CRA reserves the right to deny any submitted quotes.
- L. Ineligible uses of grant funds include:
 - i. Under no circumstances can CRP grant funds be used to pay any costs associated with debt
 - ii. New construction costs
 - iii. Mortgage/Rent payments for real estate
 - iv. Purchasing inventory for resale
 - v. Late payment fees
 - vi. Purchase of alcohol, tobacco or medicine
 - vii. Salaries
 - viii. Any illegal activity
 - ix. Residentially zoned properties are NOT eligible for the CRP grant (this includes multi-family properties, apartment buildings or residential rental property)
 - x. Non-profit agencies
 - xi. Corporate Chains

IV. APPLICATION PROCEDURES

- **A.** Review and sign CRP Guidelines.
- **B.** The applicant must submit a complete grant application, signed by an individual who is authorized to bind the corporation, such as the chief executive officer, managing principal, or majority owner of the business. If the applicant is a tenant, then the property owner must agree to the terms of the grant by signing the appropriate documentation as determined by the CRA.
- C. Applications must be submitted during the annual application submission periods as advertised.
- D. CRA staff will review application and notify applicant of any deficiencies.
- **E.** If the application is complete, staff will schedule an appointment with the applicant to discuss the application and project in detail and inform the applicant regarding the next steps.
- F. Upon the application's completion, as determined by the CRA Board's designee, the CRA staff will schedule the application for review and approval by the CRA Board.
 - i. Applicant must attend the scheduled board meeting for approval unless determined otherwise by the CRA Board or its designee.
- **G.** Applicants that are not approved may apply again one (1) year from denial.
- **H.** A fully executed grant agreement between the CRA and the applicant shall constitute authorization to proceed with project.
- I. Required Documentation may include but shall not be limited to:
 - i. Proof of property ownership or a signed lease agreement
 - ii. Government issued ID
 - iii. If the applicant is a tenant, then the applicant must have the property owner's written consent to apply.
 - iv. Proof of current property taxes
 - v. Before photos of proposed work
 - vi. Proof of current utilities
 - vii. Proof of current and active State and County licensure
 - viii. Up to three (3) quotes for each job type proposed.
 - a. All quotes must include a full and complete scope of work.
 - b. The lowest bid amount will be utilized unless otherwise approved by the CRA.
 - c. The applicant must supply the Agency with a signed affidavit from the Miami Dade County Building Department indicating whether the scope of work will require permits.
 - ix. CRA staff may conduct an inspection at the business site. Further, the Agency reserves the right to require additional work to be done as a condition to approval if the requested items do not show a visible impact/improvement and/or meet the CRA's objectives.
 - x. A grant award will only be considered if the scope of work proposed addresses all outstanding code enforcement violations/liens.
 - xi. Submitting the application does not guarantee funding. Awarding grant funds is at the sole discretion of the CRA Board.

V. GRANT DETAILS

- **A.** The term of the CRP Agreement will be one (1) year, commencing on the date of the grant agreement's execution by the CRA Chairman. The construction process must commence within sixty (60) days of the grant agreement's execution.
- **B.** If additional time is required due to verifiable circumstances outside the control of the Grantee, an extension may be granted. The CRA reserves the right to exercise independent discretion to grant or deny any extension request. If a request for an extension to the grant agreement is needed, the request must be made in writing to the Executive Director,

by the Grantee at least fifteen (15) days prior to the expiration of the grant agreement's term, and such extensions may be granted by the Executive Director; however, if an extension for longer than one (1) year is needed, CRA staff will forward the request and sufficient justification to the CRA Board for its review, at the CRA staff's sole discretion.

- **C.** If the approved scope of work requires revision, the Grantee must confer with the Executive Director or designee to determine if the new scope of work will fall within the approved CRP guidelines and approved grand award amount. The Grantee must await written approval or denial of the request from the Executive Director.
- **D.** An incomplete application will not be processed and will be returned to the applicant with notification to complete the application.
- **E.** Grantees must display a willingness to continue their business' development within the CRA boundaries by maintaining the property in good and clean condition.
- **F.** The Grantee and/or the property's owner will be required to sign a grant agreement and other documentation that the CRA may require. Such documentation will contain:
 - i. A "Clawback" Provision: This requires the CRA to rescind and recover CRP funding if the use of the funding does not substantially comply with the provisions of the grant agreement and the related documentation, by demanding repayment of such funds in writing, including recovery of penalties or liquidated damages, to the extent allowed by law, as well as attorney's fees and interest, and pursuing collection or legal action, to the fullest extent allowable by law.
 - ii. A Security Interest: In order to secure the Grantee's obligations under the grant agreement, Grantee will be required to pledge, grant, convey, and assign to the CRA a continuing lien and security interest upon certain collateral. Upon satisfaction in full of the Grantee's CRP obligations, the CRA's security interest shall terminate.
- **G.** As a condition of receiving the CRP grant funds, Grantees may be required to provide written or verbal progress reports updating the Agency on the status of the construction.

VI. RENOVATION AND CONSTRUCTION

- **A.** The CRP will assist with eligible costs for labor, materials, equipment, fees and related services associated with improvements to commercial property. The applicant may be required to obtain up to three (3) quotes for the detailed scope of work based on the cost of the project.
- **B.** All contractors must have a General or Building contractor's license (Class A or B), proof of insurance, State and County licensure.
- **C.** The Grantee must comply with the Miami Dade County Building Standards and submit copies of all necessary permits to the CRA. Approved work that may not require permits by the Miami Dade County Building department will require a signed affidavit indicating same by a designee of the Miami Dade County Building Department. Work of any kind started or performed without proper permits, sealed plans and specifications, if applicable, will not be eligible for CRP grant assistance and thus, will be immediately disgualified.
- **D.** Change orders must be approved by the Agency's Executive Director. Any costs associated with a change order that is not approved by the Executive Director will not be considered for reimbursement/disbursement. Any costs that exceed the awarded amount will be exclusively the responsibility of the Grantee.
- **E.** Grant payments will be made to the contractor on a reimbursement basis unless an alternative payment structure is approved by the CRA Board.
- **F.** In the event of any legal dispute between the Grantee/property owner and contractor in connection with work to the property pursuant to the CRP, no funds will be reimbursed/disbursed or paid by the CRA until such time as the dispute has been resolved or settled by the parties and the CRA Board or designee is provided with proof of settlement.

VII. DISCLAIMERS

- **A.** The CRA reserves the right, in its sole and absolute discretion, to reject any and all grant applications, postpone or cancel the CRP, or waive any irregularities in applications submitted for CRP grant funding.
- **B.** The CRA reserves the right to request and evaluate additional information from any applicant after the submission deadline as the CRA deems necessary.
- **C.** Areas not covered in detail in this policy which arise during the application or implementation of the CRP will be handled as the situation may dictate so as not to impede orderly progress. If an issue has the potential for reoccurrence, it shall be resolved, and then included as an addendum to this policy.
- **D.** The CRA Board shall have the final determination related to interpretations of this policy and these guidelines.
- **E.** The CRA reserves the right to rescind/withdraw any award if it suspects any irregularities or improprieties on the part of an applicant or Grantee, if awarded.
- F. In addition, Grantees may be required to provide documentation of attendance in at least one small business program operated by an appropriate not-for-profit, private or public company, Miami-Dade County or university/college, prior to

receiving reimbursement/disbursement. If deemed necessary, the CRA staff reserves the right to withhold funding, pending attendance of said program. Grantees may be required to also participate in certain activities sponsored by the CRA.

- **G.** All work performed pursuant to the CRP program shall be in compliance with the provisions of all applicable federal, state and local laws, orders, statutes, ordinances, rules and regulations.
- H. CRA Board and its designee reserve the right to revise, amend or eliminate the CRP program as deemed necessary at their sole discretion.

Applicant:

Signature: _____

Print Name: _____

Date: _____





Resources for Small Businesses

- Regulatory & Economic Resources Department, Small Business Development Resources
 <u>https://www.miamidade.gov/business/business-development-resources.asp</u>
- Internal Services Department, Small Business Development
 <u>http://www.miamidade.gov/smallbusiness/home.asp</u>
- U.S. Small Business Administration Resource Guide <u>https://www.sba.gov/business-guide/</u>
- Florida Small Business Development Center <u>http://floridasbdc.org/</u>

West Perrine Community Redevelopment Agency Stephen P. Clark Center • 111 N.W. 1st Street • Suite 2200 • Miami, FL 33128 Tel (305) 375-5143 • Fax (305) 375-5168 https://www.miamidade.gov/global/government/boards/west-perrine-cra.page

RECORDED ELECTRONICALLY 1034151-37 County Miami Pade
Date 3.26.24 Time 11:02 Am
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This Instrument was prepared by: Michelle Parlade Corey, Esquire PARLADE LAW FIRM, P.A. 7050 S.W. 86th Avenue Miami, Florida 33143

Folio #: 30-5032-004-0940

WARRANTY DEED

DATE: March 2, 2024

THIS INDENTURE WITNESSETH, That SHEPHERD PARAMORE, MICHAEL PARAMORE, and KENNETH PARAMORE, whose mailing address is <u>16700 SW 102 AVE</u>, <u>MIAMI, FL 33157</u>, hereinafter called the Grantors, for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid grants, bargains, sells, aliens, remises, releases and confirms unto SHEPHERD PARAMORE, a married man, whose mailing address is <u>16700 SW</u> <u>102 AVE</u>, <u>MIAMI, FL 33157</u>, hereinafter called the Grantee, the following described real estate in the County of Miami-Dade, State of Florida, to wit:

The North 75 feet of LOT 6, BLOCK 12, of MAP OF PERRINE, according to the plat thereof, as recorded in Plat Book B, Page 79, of the Public Records of Miami-Dade County, Florida, less the Southeasterly 5 Ft. for Right of Way thereof;

Locally known as 17640 Homestead Avenue, Miami, Fl 33157 (the "Property");

Grantors, warrant that at the time of this conveyance, the subject property is not the Grantors', nor any of their immediate families', homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor SHEPHERD PARAMORE's residence and homestead address is: 16700 SW 102 AVE, MIAMI, FL 33157. Grantor, MICHAEL PARAMORE's residence and homestead address is: 104 SW 151 Terrace, Miami, FL 33176. Grantor, KENNETH PARAMORE's residence and homestead address is: 200 Stetani, Dr. Ked Oak, TX 75154

By execution and delivery of this Deed, Grantors specifically and intentionally dispose with, terminate and cancel all prior conditional residuary interests of MICHAEL PARAMORE, and KENNETH PARAMORE granted by that certain Deed recorded in O.R. Book 32232 at Page 3721of the Public Records of Miami-Dade County, Florida.

This Deed was prepared at the Grantor's request, without examination or legal opinion of title.

Subject to: Conditions, Restrictions, Reservations, Limitations, Easements of Record, if any, without hereby reimposing same, and real estate taxes for the year 2024 and subsequent years.

AND the Grantor hereby covenants with said Grantees that Grantor is lawfully seized of said property in fee simple that the Grantor has good right and lawful authority to sell and convey

said property; that the Grantor hereby fully warrants the title to said property and will defend same against the lawful claims of all persons whomsoever; and that said property is free of all encumbrances; except taxes accruing subsequent to December 31, 2023.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal, this $\cancel{19}$ day of March, 2024.

Signed, sealed and delivered in the presence of:

Printed Name: Address: 7050 SW Printed Name: Address: 70 50 SINI MIAMI

SHEPHERD PARAMORE

MD

MICHAEL PARAMORE

STATE OF FLORIDA COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, by means of \checkmark physical presence or \Box online notarization personally appeared SHEPHERD PARAMORE AND MICHAEL PARAMORE [] to me personally known or [\checkmark] who presented <u>FC Drwers (ICCI)</u> as identification and who did take an oath and who executed the foregoing instrument, and duly acknowledged before me that they executed the same.

WITNESS, my hand(s) and official seal in the County and State aforesaid, this $\frac{12}{10}$ day of March, 2024.

MICHELLE P. COREY MY COMMISSION # GG 957000 EXPIRES: June 10, 2024 My Commission E Bonded Thru Notary Public Underwriters

Notary Public, State of Florida Print Name:

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUED ON NEXT PAGE]

Warranty Deed for 30-5032-004-0940

Witness 1 Signature: Lunna A. Dolphin Kenneth Paramore Printed Name: Donna S. Dolphin KENNETH PARAMORE Address: 217 Barburu Wan Redoak 74 75154
Witness 2 Signature: $MMML$ Printed Name: $MIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII$
STATE OF TEXAS COUNTY OF EILIS

BEFORE ME, the undersigned authority, by means of \square physical presence or \square online notarization personally appeared KENNETH PARAMORE [] to me personally known or [] who presented \square **EXAS Driver License** as identification and who did take an oath and who executed the foregoing instrument, and duly acknowledged before me that he executed the same.

WITNESS, my hand(s) and official seal in the County and State aforesaid, this 21^{St} day of March, 2024.

My Commission Expires: 0a 22 2024 Notary Public, State of <u>FeXa S</u> Print Name: Reyluna

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Warranty Deed for 30-5032-004-0940

Project Name:	
Project No:	
Folio No.: 30-5032-004-0940	

CONTRACT FOR SALE AND PURCHASE

This Contract for Sale and Purchase is entered into as of the ______ day of ______, 2024, by and between **WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, created pursuant to section 163.356, Florida Statutes (hereinafter referred to as the "Agency"), and successors in interest, hereinafter referred to as "Buyer", whose Post Office Address is 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128-1970, AND **SHEPHERD PARAMORE**, referred to as "Seller(s)" whose Post Office Address is 16700 SW 102 Avenue, Miami, Florida 33157.

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller(s) agree as follows:

1. REALTY. Seller(s) agree to sell to Buyer, and its successors in interest that certain real property comprised of approximately 7,125 square feet of land described in Exhibit "A", together with all tenements, hereditaments, privileges, servitudes, rights of reverter, and other rights appurtenant to said real property, if any and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the real property, if any, and all right, title and interest of Seller in and to the real property, if any, and all right, title and rights as same may apply to and benefit the real property, if any (collectively, the "<u>Real Property</u>").

2. PURCHASE PRICE. Buyer agrees to pay Seller(s) a Purchase Price for the Real Property of \$410,00.00 (Four Hundred Ten Thousand Dollars and No Cents) ("Purchase Price") by check or wire transfer of U.S. Funds to be paid at Closing by Buyer or designee by and through Miami-Dade County on behalf of Buyer. Buyer's agreement to purchase is contingent upon Seller's transfer of the Real Property free and clear of any and all liens, encumbrances, or other interest.

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the Real Property and agrees to convey good, marketable and insurable title by General Warranty Deed, in substantially the form of <u>Exhibit "B"</u> attached hereto and made a part hereof ("General Warranty Deed") free and clear of any and all liens, mortgages, judgments, encumbrances, or other interest. . Notwithstanding the foregoing, if Seller is unable, at Closing, to convey to the Buyer such title as stated in this paragraph, as determined by Buyer, the Buyer's sole remedy shall be to terminate this Contract upon written notice to Seller by Buyer, and both Buyer and Seller shall be released of all obligations hereunder, other than such obligations that survive such termination, or Buyer may waive any defects and proceed with Closing at Buyer's option in Buyer's sole and absolute discretion..

4. AD VALOREM TAXES. Buyer a public body corporate and politic is exempt from

payment of ad valorem taxes. Therefore, it shall be Seller(s) responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of Closing and any delinquent taxes, if any, in escrow with the Miami-Dade County Tax Collector.

5. TITLE INSURANCE. Buyer may, at its expense, within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment and furnish a copy to the Seller. Said commitment shall show a good, marketable and insurable title to the Real Property in the Seller's name. Buyer shall have ten (10) business days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller. Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida ("Title Company") in the amount of the Purchase Price. In addition, the policy shall insure title to the Real Property for the period between Closing and recording of the General Warranty Deed. In connection herewith, Seller agrees to provide all customary affidavits and other documents as required by the title insurer, with limited indemnity obligations solely for matters known to Seller. If the title commitment shows title to the Real Property to be unmarketable and uninsurable, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with Closing at Buyer's option, all in accordance with paragraph 3 above.

6. ENVIRONMENTAL/HAZARDOUS MATERIALS INSPECTIONS. Buyer shall, at Buyers sole cost and expense and at least thirty (30) days from the effective date of this Contract, obtain an ASTM PHASE I Environmental Site Assessment Report of the Real Property (PHASE I) or an Environmental Status Report (ESR) from the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resource Management (DERM) to obtain information regarding the environmental conditions of the site, and to determine the existence and extent, if any, of environmental impacts, specifically: contamination (as defined in Section 24-5 of the Code of Miami-Dade County (the "Code") and/or Chapter 620780 Florida Administrative Code ("FAC") or the presence of hazardous materials or hazardous waste, pursuant to Section 24-5 of the Code, or solid waste as defined in Section 15-1 of the Code and/or Chapter 62-701 FAC, on the Real Property in violation of any laws, ordinances rules or restrictions of any governmental authority having jurisdiction.

Upon receipt of the PHASE I or ESR from DERM, the Buyer shall then have an additional sixty (60) days to obtain a PHASE II Environmental Site Assessment Report (PHASE II), should DERM determine that the results of the PHASE I or ESR warrant additional testing. The foregoing time periods for testing shall be referred to herein as the "Inspection Period." Should any such inspections show defects to the Real Property, including the presence of hazardous material and/or excessive development cost, which Buyer is unable or unwilling to accept, Buyer may elect to terminate this Contract by giving Seller written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Seller in Seller's sole discretion elects in writing to repair such defects to Buyer's satisfaction. If Seller agrees to repair such defects by Closing, Buyer will proceed to Closing without delay. If in writing Seller is unwilling or unable to repair such defects to Buyer's satisfaction, Buyer may waive all such defects and proceed to Closing at Buyer's option without adjustment to the Purchase Price, such

option to be exercised in writing within fifteen (15) days of Seller's notice to Buyer that they are unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as above set forth.

7. SURVEY. Buyer, at Buyer's sole cost and expense and not less than 30 days prior to Closing, obtain a current certified boundary survey of the Real Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer, the Title Company and the Seller. The date of certification shall be within sixty (60) days before the Closing date, unless this 60-day time period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The survey shall contain a certification of the number of square feet and calculated acreage contained in the Real Property, less any dedicated right of way thereon. If the survey shows any encroachment on the Real Property or that any improvements on the Real Property encroach on the land of others, the same shall be regarded as a title defect. The legal description in the survey shall be subject to Seller's and Buyer's approval.

8. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Real Property for all lawful and agreed upon purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by Buyer and its agents subject to all limitations of Section 768.28, Florida Statutes. Buyer shall not in the course of such entry make any invasive tests, alterations or improvements to the balance of the parent tract owned by Seller, except with the express written consent of Seller. Buyer hereby agrees to indemnify, protect and hold harmless Seller from and against any and all claims, demands, losses, costs, damages to the balance of the parent tract. If Closing does not occur, Buyer shall repair and restore the Real Property to the condition existing prior to any test or construction on the site.

9. APPRAISAL. Buyer, at Buyer's sole cost and expense and not less than 30 days prior to Closing, shall obtain an appraisal of the Real Property by a State of Florida certified appraiser.

10. TENANCIES. The following name(s), address(es) and telephone number(s) are the only lessee(s) of the Real Property known to the Seller(s), and Seller(s) agree(s) to provide Buyer with copies of all lease documents affecting said lessee(s) (Attach additional sheets as necessary).



11. LIENS. Certified municipal and county liens, if any, shall be paid in full at or before Closing by the Seller(s). If a pending lien has been filed against the Real Property which has not been certified as of the date of Closing, and the work and improvements for which the lien was filed have been completed prior to the Closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller(s). This section shall survive after Closing.

12. PRORATIONS: In addition to proration of taxes as provided in Paragraph 4 above, expenses for electricity, water, sewer, waste collection, and personal property taxes, if any and all revenue if any shall be prorated to the day prior to Closing.

13. CLOSING. The Closing of this transaction shall be completed within 180 days of the execution of this Contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller(s) or as otherwise provided herein. The precise date, time and place of Closing shall be set by the Buyer.

14. TIME. Buyer and Seller(s) mutually agree to fully and timely execute such papers as deemed necessary by Buyer's and Seller's attorneys to complete the conveyance in accordance with the terms of this contract. Time is of the essence of this Contract. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Seller(s) or Buyer.

15. BROKER FEES. Seller(s) warrant(s) that no persons, firms, corporations, or other entities are entitled to a real estate fee or commission claimed due pursuant to this transaction or subsequent Closing. Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Seller. Seller shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonably attorneys' fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent.

16. ATTORNEY'S FEES AND EXPERT FEES. Seller warrants that no persons, firms, or other entities are entitled to attorneys' fees or expert fees in connection with this transaction or subsequent Closing.

17. EXPENSES. Seller shall be responsible for recording fees on the General Warranty Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Warranty Deed.

18. LOSS. All risk of loss to the Real Property shall be borne by Seller until transfer of title.

19. ACCESS. Seller warrants and represents that there is legal ingress and egress to the Real Property being purchased under this contract.

20. POSSESSION. Seller shall deliver possession of the Real Property and keys to all locks, if any, to the Buyer at Closing.

21. DEFAULT. If either party defaults under this Contract, then the other party may waive the default and proceed with Closing without adjustment to the Purchase Price, in which event any

and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.

22. DISCLOSURE. Seller warrants that there are no facts which materially and adversely affect the physical condition and present use of the Real Property which have not been disclosed by Seller to Buyer or which are not readily observable to Buyer or which Buyer cannot discover during customary due diligence.

22. SUCCESSORS IN INTEREST. This Contract will ensure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

23. GOVERNING LAW. This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

24. INVALID PROVISIONS. In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision (s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

25. RECORDING. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of Commissioners of the West Perrine Community Redevelopment Agency (the Board"), but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

26. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other, which consent shall not be unreasonably withheld.

27. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

28. EFFECTIVENESS. The effectiveness of this Contract is (1) contingent upon approval by the Board (the "<u>Effective Date</u>"); (2) the Purchase Price does not exceed the amount budgeted and approved for land acquisition by the West Perrine Community Redevelopment Agency and the Miami-Dade Board of County Commissioners. The action of the Board in connection with the award or rejection of any contract rests within its sole discretion. The date of such approval of the Contract by Buyer, as set forth above is the Effective Date of this Contract.

29. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has

accumulated in the 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 Public Health Unit.

30. NOTICE. All communications regarding this transaction shall be directed to:

as to Buyer: Krystal Patterson, Executive Director West Perrine Community Redevelopment Agency [INSERT ADDRESS]

as to Seller: Shepherd Paramore 16700 SW 102 Avenue Miami, Florida 33157

31. OWNERSHIP DISCLOSURE. Buyer has executed the Ownership Disclosure Affidavit attached hereto as <u>Exhibit "C."</u>

[SIGNATURES APPEAR ON FOLLOWING PAGES] [REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Buyer and Seller(s) have duly executed this Contract as of the day and year above written.

ATTEST:

BUYER: WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY

By:_____ Secretary By:____

Krystal Patterson Executive Director

Approved as to form and legal sufficiency.

Date: _____

Assistant County Attorney

SELLER(S): SHEPHERD PARAMORE

+ By: Booker Paromon

Shepherd Paramore

EXHIBIT "A"

LEGAL DESCRIPTION

9

10

WARRANTY DEED

EXHIBIT "B"

EXHIBIT "C"

Project Name: ______ Project No: ______ Folio No.: 30-5032-004-0940

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared <u>Shephrent Parameter</u>, a <u>Aregon +</u> ("Affiant(s)") this <u>ID</u> day of <u>appendicular</u>, 2024, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, depose and say:

1) Affiant(s) have read the contents of this Affidavit, have actual knowledge of the facts contained herein, and state that the facts contained herein are true, correct, and complete.

2) <u>Shephers Parameter</u>, a <u>Afficient</u>, whose address is <u>16700 switched</u> <u>16700 Are Man, 663</u> is the record owner of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property"). As required by Section 286.23, Florida Statutes, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statues) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

Name	Address	Interest %

This affidavit is given in compliance with the provisions of Sections 286.23, Florida Statutes.

FURTHER AFFIANT(S) SAYETH NOT. AFFIANT:

₩By:<u>Skephere</u> Shepherd Paramore

STATE OF FLORIDA COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of \square physical presence or \square online notarization, this $\underline{Aphil} | D$, 2024 by Shepherd Paramore, who \square is personally known to me or \square has produced First Plant Plant Plant Plant as identification.

Shi ene

Notary Public State of Florida Gwendolyn R Smith My Commission HH 232572 Exp. 2/22/2026 [Notary S all

Notary Public

Name typed, printed or stamped My Commission Expires: Da