

WEST PERRINE COMMUNITY REDEVEVELOPMENT AGENCY (CRA) REGULAR MEETING OF THE BOARD SOUTH DADE GOVERNMENT CENTER

10710 SW 211TH - Conference Room 104 - Cutler Bay, FL 33189 www.westperrinecra.com

Thursday, April 24, 2025, 6:00 PM

I. Meeting Call to Order, Roll Call Chairman Gilliard II. Reasonable Opportunity for the Public to be Heard Chairman Gilliard III. Chairman Gilliard Approval of October Agenda IV. **Chairman Gilliard Approval of Minutes** a. January 23, 2025, Regular Board Meeting V. **Presentations:** a. Habitat for Humanity Mario Artecona, Chief Executive Officer

VI. Action Items:

Chairman Gilliard/E.D. Krystal Patterson, MPA, FRA-RA

- 1. RESOLUTION OF THE BOARD TO AUTHORIZE THE LAND ACQUISITION AGREEMENT BETWEEN THE WEST PERRINE CRA AND 17620 SW 100 AVENUE IN AN AMOUNT NOT TO EXCEED \$700k.
 - a. See attached Purchase Agreement
- 2. RESOLUTION OF THE BOARD EXPRESSING STRONG OPPOSITION TO SENATE BILL 1242 AND HOUSE BILL 991 THAT SEEK TO ELIMINATE COMMUNITY REDEVELOPMENT AGENCIES; DIRECTING THE COUNTY ATTORNEY AND OMB TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE FLORIDA LEAGUE OF CITIES; THE MIAMI DADE COUNTY LEGISLATIVE DELEGATION AND ANY OTHER INTERESTED PARTIES.
 - a. See attached Resolution
- 3. RESOLUTION OF THE BOARD TO ADOPT PERFORMANCE MEASURES IN COMPLIANCE WITH F.S. 189.062.
 - a. See attached.

VII. Discussion/Updates:

Chairman Gilliard

VIII. Next Meeting Dates & Adjournment

Chairman Gilliard

a. TBD



Regular Board Meeting Minutes – January 23, 2025 – 6:00 P.M.

South Dade Government Center 10710 SW 211th ST – Conference Room 104 – Cutler Bay, FL 33189

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Meeting Call to Order, Roll Call

Chairman Gilliard called the meeting to order at 6:10 P.M. Roll Call was as follows:

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

Open Forum for Public Comments

Chairman Gilliard opened the forum for the public to have a reasonable opportunity to be heard.

Mr. Otis Armstrong, 18214 Homestead Avenue, noted that Action Item 1, the item is vague about the areas Cutler Bay is to adopt and requested that when the item moves forward it includes those areas. He also requested that regarding Action Item 2 there be transparency and public inclusion regarding the areas that are going to be amended in the redevelopment plan. Mr. Armstrong stated that the Annual Report identifies an office space without an address, or a cost associated with it and requested the public be informed about such office location and associated cost.

Approval of Agenda

Chairman Gilliard amended the Agenda by removing Action Item 4 from consideration:

RESOLUTION OF THE BOARD TO APPROVE DUNCAN AND SONS TRUCKING AND BOBACT, INC PROPOSAL FOR DEMOLITON OF THE WPCRA OWNED PROPERTY LOCATED AT 17640 HOMESTEAD AVENUE AND 17690 HOMESTEAD AVENUE IN AN AMOUNT NOT TO EXCEED \$30,000

Mr. Smith read the complete titles for each of the resolutions to be considered by the Board noting that it would answer some of the concerns expressed during the public comment period. Ms.

Thompson moved to approve the meeting agenda as amended. The motion was seconded by Mr. Carpenter. Motion passed unanimously.

Approval of Minutes

Ms. Thompkins moved to approve the October 16th, 2024, Regular Board meeting minutes. The motion was seconded by Mr. Carpenter. Motion passed unanimously.

Action Items

1. Resolution of the Board to Authorize Negotiations with Cutler Bay to Adopt areas Identified in the West Perrine CRA Finding of Necessity in Accordance with Florida Statute 163.356 (1)

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY (AGENCY) URGING THE TOWN OF CUTLER BAY, FLORIDA TO ADOPT A RESOLUTION, IN ACCORDANCE WITH SECTION 163.356, FLORIDA STATUTES, CONCURRING WITH THE AGENCY'S PROPOSED AMENDED REDEVELOPMENT PLAN THAT EXPANDS THE AREA OF OPERATION OF THE AGENCY TO AN AREA WITHIN THE MUNICIPAL LIMITS OF THE TOWN, INCLUSIVE OF THE FOLLOWING LEGAL DESCRIPTION AS DESCRIBED AS: COMMENCING AT U.S. ROUTE 1 ("ROUTE 1") AND SW 186TH STREET, THEN GO SOUTH ON ROUTE 1 UNTIL BELLE AIRE CANAL C-1 N, THEN GO WEST ON BELLE AIRE CANAL C-1 N UNTIL S MIAMI-DADE BUSWAY/ S DADE TRAIL, THEN GO NORTH ON S MIAMI-DADE BUSWAY/ S DADE TRAIL UNTIL SW 186TH STREET, THEN GO EAST ON SW 186TH STREET UNTIL ROUTE 1 (STARTING POINT); AND AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO WORK WITH CUTLER BAY'S MAYOR, MANAGER AND OTHER CUTLER BAY OFFICIALS, AS MAY BE NECESSARY TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION

Chairman Gilliard stated that the area in discussion is part of the Finding of Necessity previously approved by the Board to be part of the West Perrine CRA. However, it has been identified that the area is part of the municipal boundaries of the Town of Cutler Bay. The resolution allows the Executive Director to work with the municipality to resolve the boundaries matter and have them included in the West Perrine CRA boundaries.

Ms. Thompkins moved to approve the resolution as read by Mr. Smith. The motion was seconded by Mr. Spann. Motion passed unanimously.

2. Resolution of the Board Authorizing the Executive Director to Procure a Consultant for Purposes of Amending the Redevelopment Plan

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY (AGENCY) AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO ADVERTISE A COMPETITIVE SOLICITATION FOR A CONSULTANT TO AMEND THE AGENCY'S AND THE WEST PERRINE COMMUNITY REDEVELOPMENT'S PLAN TO INCLUDE THE FOLLOWING GEOGRAPHICAL AREA GENERALLY DESCRIBED AS (1) BOUNDED ON THE NORTH BY SW 184TH STREET, ON THE EAST BY THE FLORIDA TURNPIKE, ON THE SOUTH BY 197TH STREET AND ON THE WEST BY SW 114TH AVENUE; AND (2) AN AREA OF THE TOWN OF CUTLER BAY LEGALLY DESCRIBED

AS COMMENCING AT ("ROUTE 1") AND SW $186^{\rm TH}$ STREET, THEN GO SOUTH ON ROUTE 1 UNTIL BELLE AIRE CANNAL C-1 N, THEN GO WEST ON BELLE AIRE CANAL C-1 N UNTIL S MIAMI-DADE BUSWAY / S DADE TRAIL, THEN GO NORTH ON S MIAMI-DADE BUSWAY / S DADE TRAIL UNITL SW $186^{\rm TH}$ STREET, THEN GO EAST ON SW $186^{\rm TH}$ STREET UNTIL ROUTE 1 (STARTING POINT)

Chairman Gilliard stated that the redevelopment plan is outdated and that a new plan should be adopted every five to seven years to meet the current needs in the community. He explained that this resolution will allow the Executive Director to procure the services of a consultant to complete an amended redevelopment plan for the existing and the expanded boundaries for the redevelopment area.

Ms. Thompkins moved to approve the resolution as read by Mr. Smith. The motion was seconded by Ms. Richardson-Comer. Motion passed unanimously.

3. Resolution of the Board to approve the Fiscal Year 2023-24 Annual Report

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY (AGENCY) AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO FILE A COPY OF THE AGENCY'S ANNUAL REPORT WIT MIAMI-DADE COUNTY AND TO PUBLISH SUCH REPORT ON THE AGENCY'S WEBSITE

Chairman Gilliard stated the Annual Report breaks down the Agency's activities during the past fiscal year.

Mr. Richardson moved to approve the resolution as read by Mr. Smith. The motion was seconded by Mr. Spann. Motion passed unanimously.

4. Resolution of the Board to approve gap funding agreement with Building Better Communities of South Florida, Inc for Development at 10245 SW 178 Street in a Grant Amount of \$550,000 and TIF Rebate incentive not to exceed \$150,000

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY (AGENCY) APPROVING A GRANT BETWEEN THE AGENCY AND BUILDING BETTER COMMUNITIES OF SOUTH FLORIDA, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, IN AN AMOUNT NOT TO EXCEED \$550,000.00 AND A TAX INCREMENT FINANCE REBATE IN AN AMOUNT NOT TO EXCEED \$150,000.00 FOR THE DEVELOPMENT OF THE PROPERTY LOCATED AT 10245 SW 178 STREET, MIAMI-FLORIDA (FOLIO NO. 30-5032-000-0370) WITH AN AFFORDABLE HOUSING RENTAL PROJECT; AND AUTHORIZING THE Agency'S EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO EXECUTE THE GRANT AND REBATE AGREEMENTS AND SUCH OTHER RELATED DOCUMENTS, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING TERMINATION AND AMENDMENT PROVISIONS

Chairman Gilliard stated that the resolution for consideration is a formality from an item discussed and adopted at the Board's prior meeting in October 2024.

Ms. Thompkins moved to approve the motion as read by Mr. Smith. The motion was seconded by Mr. Carpenter. Motion passed unanimously.

Discussion & Updates

Chairman Gilliard stated that demolitions will soon take place on the two properties acquired by the CRA to eliminate slum and blight. The properties are located at 1740 Homestead Avenue and 17690 Homestead Avenue at a cost of \$30,000.

Chairman Gilliard mentioned that the CRA placed holiday lights at Wilbur Bell Park and hoped everyone enjoyed them.

Next Meeting Date & Adjournment

Chairman Gilliard stated the next meeting is scheduled for March 19, 2025, starting at 6:00 P.M. The meeting was adjourned at 6:35 P.M.

Vacant Land Contract

	FloridaReal	tors
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1.	Sale and Purchase ("Contract"): VICTOR MANUEL FAGUNDO and WEST PERRINE COMMUNITY REDEVEOPMENT AGENCY	("Seller") ("Buyer"
	(the "parties") agree to sell and buy on the terms and conditions specified below the property	("Property")
	described as: Address: 17620 SW 100 AVE MIAMI, FL 33157	
	Address: 17620 SW 100 AVE MIAMI, FL 33157 Legal Description: MAP OF PERRINE PB B-79 S1/2 LOT 7 LESS SELY 5FT FOR R/W BLF X 95 OR 14638-3187 0790 1	(12 LOT SIZE 72.50
	X 93 OK 14030-3107 0790 1	
	SEC 32 /TWP / 5 /RNG of Miami-Dade County, Florida. Real Property ID No.: 3 including all improvements existing on the Property and the following additional property:	0-5032-004-0960
2.	Purchase Price: (U.S. currency) All deposits will be made payable to "Escrow Agent" named below and held in escrow by: Escrow Agent's Name: NU World Title Premier, LLC	\$
	Historian Agent's Contact Person: JUSTI Oditius	
	Escrow Agent's Address: 8400 NW 33rd Street #330 Doral, FL 33122	
	Escrow Agent's Phone: 305-436-0100	
	Escrow Agent's Phone: 305-436-0100 Escrow Agent's Email: josh@nuworldtitle.com	
	(a) Initial deposit (\$0 if left blank) (Check if applicable) ☐ accompanies offer	
	☑ will be delivered to Escrow Agent within 10 days (3 days if left blank) after Effective Date	\$ 25,000.0
	(b) Additional deposit will be delivered to Escrow Agent (Check if applicable) ☐ within days (10 days if left blank) after Effective Date	,
	within days (3 days if left blank) after expiration of Due Diligence Period (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)	\$
	(d) Other:	\$
	(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds	\$675,000.0
	(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (spe	
	prorating areas of less than a full unit. The purchase price will be \$	per unit based on a
	calculation of total area of the Property as certified to Seller and Buyer by a Florida lice	nsed surveyor in
	accordance with Paragraph 8(c). The following rights of way and other areas will be exc calculation:	uded from the
3.	Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and delivered to all parties on or before 03/20/2025, this offer will be withdrawn and	
	any, will be returned. The time for acceptance of any counter-offer will be 3 days after the day	
	delivered. The "Effective Date" of this Contract is the date on which the last one of the	
	has signed or initialed and delivered this offer or the final counter-offer.	Gener and Bayer
4.	Closing Date: This transaction will close on or before 04/30/2025 ("Closing Date"), unle	
	extended by other provisions of this Contract. The Closing Date will prevail over all other time	
	but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs	
	Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) or	
	day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable	
	insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting sut this transaction does not close for any reason, Buyer will immediately return all Seller provide	
	other items.	ded documents and
5.	Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's I available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure	
Buy	el (P_) () and SelleM(F_) () acknowledge receipt of a copy of this page, which is 1 of 8 pages.	
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53 54		("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.
55 56 * 57 * 58 * 59 * 60 61 62 63 64 * 65 * 66 * 67 68 69 70 * 71 *	6.	 (a) ☑ Buyer will pay cash for the Property with no financing contingency. (b) ☐ This Contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and Buyer's deposit(s) will be returned. (1) ☐ New Financing: Buyer will secure a commitment for new third party financing for \$ or % of the purchase price at (Check one) ☐ a fixed rate not exceeding % ☐ an adjustable interest rate not exceeding % at origination (a fixed rate at the prevailing interest rate based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker. (2) ☐ Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the amount of \$ hearing annual interest at % and payable as follows:
72* 73 74 75 76 77 78 79 80		The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller
81 82* 83* 84*		will make the loan. (3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to LN# in the approximate amount of \$ currently payable at
85* 86* 87* 88 89* 90* 91		\$per month, including principal, interest, \(\begin{align*} \text{taxes and insurance, and having a } \\ \begin{align*} \text{fixed } \begin{align*} \text{other (describe)} \\ \text{interest rate of } \% \text{which } \begin{align*} will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds% or the assumption/transfer fee exceeds \$, either party may elect to pay the excess, failing which this Contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves Buyer , this Contract will terminate; and Buyer's deposit(s) will be returned.
93* 94*	7.	Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.
95* 96* 97 98 99* 00 01 02 03 04* 05* 06 07*	8.	Title: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify)
80		discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the
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109 110		amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to
111		Buyer within 15 days after Effective Date.
112*		(2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct firm or certified
113		existing firm. However, if such an abstract is not available to Seller , then a prior owner's title policy
114		acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy w
115		include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy
116		effective date and certified to Buyer or Buyer's closing agent together with copies of all documents
117		recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller ,
118		then (1) above will be the title evidence.
119*		(b) Title Examination: After receipt of the title evidence, Buyer will, within days (10 days if left blank) b
120		no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to
121		Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Selle
122*		cures the defects within days (30 days if left blank) ("Cure Period") after receipt of the notice. If the
123 124		defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within
125		the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of
126		notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject
127		to existing defects and close the transaction without reduction in purchase price.
128		(c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to
129		Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
130		encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
131		restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
132		title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 8(b).
133		(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.
134	9.	Property Condition: Seller will deliver the Property to Buyer at closing in its present "as is" condition, with
135	•	conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in o
136		permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.
137		(a) Inspections: (Check (1) or (2))
138*		(1) Due Diligence Period: Buyer will, at Buyer's expense and within days (30 days if left blank
139		("Due Diligence Period") after Effective Date and in Buyer's sole and absolute discretion, determine
140		whether the Property is suitable for Buyer's intended use. During the Due Diligence Period, Buyer may
141		conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations
142		("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's
143		engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision
144		statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with
145		local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer wi
146 147		obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is
148		required to file in connection with development or rezoning approvals. Seller gives Buyer , its agents,
149		contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for
150		the purpose of conducting Inspections, provided, however, that Buyer , its agents, contractors, and assign
151		enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller
152		harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees,
153		expenses, and liability incurred in application for rezoning or related proceedings, and from liability to an
154		person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will
155		not engage in any activity that could result in a construction lien being filed against the Property without
156		Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair
157		all damages to the Property resulting from the Inspections and return the Property to the condition it was
158		before conducting the Inspections and (ii) release to Seller all reports and other work generated as a
159		result of the Inspections.
160		Before expiration of the Due Diligence Period, Buyer must deliver written notice to Seller of Buyer's
161		determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice
162		requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is"
163		condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to
164		Seller, this Contract will be deemed terminated, and Buyer's deposit(s) will be returned.
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		yer () and Seller (<u>)</u> acknowledge receipt of a copy of this page, which is 3 of 6 pages. -14xxx Rev 8/24
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165* 166 167	,	(2) ☐ No Due Diligence Period: Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that
168 169 170		existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer . This Contract is not contingent on Buyer conducting any further investigations.
171 172 173	`	Government Regulations: Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.
174 175 176	(c)	Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
177 178 179 180	(d)	Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
181 182 183 184 185*		govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased. □ Buyer waives the right to receive a CCCL affidavit or survey.
186 187	10. Clos	sing Procedure; Costs: Closing will take place in the county where the Property is located and may be ducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
188 189	bind	ler effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to er (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
190	Brok	ker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the
191		s indicated below.
192		Seller Costs: Taxes on deed
193 194		Recording fees for documents needed to cure title
195		Title evidence (if applicable under Paragraph 8)
196		Estoppel Fee(s)
197*		Other: Cost to resolve and close out all code violations, open and/or expired permits, if applicable
198		Buyer Costs:
199	` .	Taxes and recording fees on notes and mortgages
200		Recording fees on the deed and financing statements
201		Loan expenses
202		Title evidence (if applicable under Paragraph 8)
203		Lender's title policy at the simultaneous issue rate
204		Inspections
205		Survey
206		Insurance
207*		Other: Prorations: The following items will be made current and prorated as of the day before Closing Date: real
208		estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
209 210		other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
210		the previous year's rates will be used with adjustment for any exemptions.
212		Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will
213		pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
214		last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
215		resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
216*		installments, ☐ Seller ☒ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
217		checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
218		Homeowners' or Condominium Association.
219		PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
220		PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO
221		PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
) () and SelleMF_) () acknowledge receipt of a copy of this page, which is 4 of 8 pages.
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Form Simplicity 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 FURTHER INFORMATION.

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- (f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.
- 11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this Contract.
- 12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.
- 13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.
- 14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.
- 15. Complete Agreement; Persons Bound: This Contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.
- **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.
 - (a) Seller Default: If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

Buyer (P) and Selement (P) and Selement (P) acknowledge receipt of a copy of this page, which is 5 of 8 pages.	
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- from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.
 - (b) Buyer Default: If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract.
 - 17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
 - 18. Escrow Agent; Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
 - 19. Professional Advice; Broker Liability: Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.
 - 20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
 - 21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to closing agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any offer of compensation made by Seller or listing broker to cooperating brokers.

327 *		Mionsha Gay	3301111
328	Seller's Sales Associate/License No.	Buyer's Sales Associate/Lice	ense No.
	BuyeK(P) () and Selle(N(F) () acknowled	dge receipt of a copy of this page, which is 6	of 8 pages.
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	mionshagay@gmail.com
Seller's Sales Associate Email Address	Buyer's Sales Associate Email Address
	3052544545
Seller's Sales Associate Phone Number	Buyer's Sales Associate Phone Number
	COLITILEI ODIDA DEAL ESTATE CDOLIDING
Listing Brokerage	SOUTH FLORIDA REAL ESTATE GROUP INC Buyer's Brokerage
Listing Drokorago	,
	8961 S.W. 212 Terr Cutler Bay FL 33189
Listing Brokerage Address	Buyer's Brokerage Address
(Check if applicable) ☐ A. Back-up Contract ☐ B. Kick Out Clause	ncluded in the attached addenda and incorporated into this Contrac
Li C. Other	
3. Additional Terms:	
Caller asknowledges and agrees that Puwer is a nu	ublic body corporate and politic that is exempt from payment of
d valorem taxes. Therefore, seller shall comply w	ith 196.295, Florida Statutes by paying any delinquent or
utstanding taxes to the day of Closing.	itil 190.290, I londa Statutes by paying any delinquent of
atotaliang taxes to the day of Globing.	
his contract is contingent upon Buyer obtaining, a	at Buyer's expense, a written appraisal from a licensed Florida
	ior to Closing, stating that the appraised value of the Property is at
ast \$700,000.00. If the appraisal states that the	appraised value of the Property is less than \$700,000.00, Buyer
hall deliver a copy of such appraisal to Seller with	in 3 days of obtaining appraisal report and deliver written notice to
	event the Deposit paid shall be refunded to Buyer, thereby
	ons under this Contract; or b) to mutually agree to revised terms. If
	ner an addendum setting forth the mutually agreed - upon revised
	eport to Seller, this contract shall terminate, whereby Deposit paid
y Buyer shall be returned to Buyer.	
,	
COUNTE	R-OFFER/REJECTION
Coller countary Duver's offer (to accept the cour	eter offer. Duver must sign or initial the counter offered terms and
eliver a copy of the acceptance to Seller).	nter-offer, Buyer must sign or initial the counter-offered terms and
Seller rejects Buyer's offer	
J Seller rejects buyer's offer	
[The remainder of	this page is intentionally left blank.
This Contract cont	inues with Line 367 on Page 8 of 8.]

Buyer K (P) (_) and Sel le/<u>(</u>) F_) () ac	knowledge r	eceipt of a co	py of this page	e, which is 7	of 8 pages.
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This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

368

nically Signed using eSignOnline™ (Session | D: 099865980-8669-467e-6456-6686±230662e)

369	ATTENTION: SELLER AND BUYER
370 371 372 373 374 375	CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. It is a crime to buy or knowingly sell property in violation of the Act.
376 377	At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.
378 379*	Buyer: Krystal Patterson Date: 03/14/2025

379*	Buyer: <u>К</u> rу	stal Patterson			Date: 03/14/2025
			Krystal Patterson, Executive	Director	
					Date:
		ress for purpose of r			
384*	Address:		111 NW 1st Street, 2	2nd Floor Miami, FL 331	128
			Fax:	Email:	
386*	Seller:	VICTOR MAN	UEL FAGUNDO		03/15/2025 11:11 PM
			Victor Manuel Fagun	do	
					Date:
390	Seller's addı	ress for purpose of r	otice:		
391*	Address:				
		226-7365	Fax:	Email: fagu	ındo1@gmail.com

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Addendum to Contract



Addendum No to the Contract with the Effective Date of March 15, 2		
VICTOR MANUEL FAGUNDO	(Seller)	
and WEST PERRINE COMMUNITY REDEVEOPMENT.	AGENCY (Buyer)	
concerning the property described as: 17620 SW 100 AVE MIAMI, FL 33157		
(the "Contract"). Seller and Buyer make the following terms and conditions part of	f the Contract:	
Buyer and Seller make the following terms and conditions part of the Contract.		
Buyer's obligation to close the transaction and purchase the property is expressly subject and contingent upon Buyer obtaining the approval of the Board of the West Perrine Community Redevelopment Agency to purchase the property (the "WPCRA Board Approval"). Buyer shall use good faith and exercise best efforts to process the WPCRA Board Approval. Notwithstanding anything to the contrary in this Contract, if Buyer cannot obtain the WPCRA Board Approval at least 5 days before Closing Date, then this Contract shall be terminated without the need for any further action by the parties, thereby releasing Buyer and Seller from all further obligations under this Contract.		
Buyer will deliver initial deposit to Escrow Agent within 30 days after Effective Date, instead of 10 days.		
All other terms and conditions remain the same.		
Buyer:	Date: 3/21/25	
	Date:	
Seller: VICTOR MANUEL FAGUNDO	Date: 03/24/2025 09:11 PM	
Seller:	Date:	
ACSP-4 Rev 6/17 Serial#: 044483-000174-2493351	©2017 Florida Realtors® Form Simplicity	

Addendum to Contract



Addendum No. 2 to the Contract with the Effective Date of March 15, 2025 between	
VICTOR MANUEL FAGUNDO (Se	ller)
and WEST PERRINE COMMUNITY REDEVEOPMENT AGENCY (But	yer)
concerning the property described as: 17620 SW 100 AVE MIAMI, FL 33157	
(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:	
Buyer and Seller agree to reduce the contract purchase price from \$700,000.00 to \$650,000.00.	
Buyer and Seller agree to extend time for Buyer to deliver initial deposit to escrow agent. Buyer will deliver initial deposit to escrow agent within 35 days after Effective Date, instead of 30 days.	sit
Buyer and Seller agree to extend Due Diligence Period to 40 days after Effective Date, instead of 30 days.	
All other terms and conditions remain the same.	
Buyer: Krystal Patterson Date: 04/09/2025	
Buyer: Date:	
Seller: VICTOR MANUEL FAGUNDO Date: 04/09/2025 03:03 PM	
Seller: Date:	
ACSP-4 Rev 6/17 Serial#: 052021-100174-4162755 Serial#: 052021-100174-4162755 Simplie	********



Goals & Objectives Performance Measures & Standards Florida Statute 189.062

Leviticus Gilliard, Sr. – Board Chair Tyreke Spann – Vice-Chair Veronica Thompkins – Secretary Kevin Richardson – Board Member Willie Carpenter – Board Member Rhonda Richardson-Comer – Board Member

Krystal Patterson, MPA, FRA-RA – Executive Director, H.E.R.S. Consulting

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West Perrine Community Redevelopment Agency Goals & Objectives

Mission

The mission of the West Perrine Community Redevelopment Agency is to foster and directly assist in the redevelopment of the Community Redevelopment Area in order to eliminate blight, encourage economic growth, increase safety and improve the overall attractiveness and quality of life in West Perrine.

Vision

The vision of the West Perrine Community Redevelopment Agency is to create a vibrant, sustainable, and inclusive community where residents thrive, businesses flourish, and public spaces are enhanced. WPCRA envisions a collaborative environment where community members actively participate in shaping their neighborhood's future.

Relevant to both the mission and vision of the West Perrine CRA, state law requires that all public redevelopment activities expressly authorized by the Fla. Stat. Chapter 163, Part III – Community Redevelopment (!63.330-163.463) and funded by tax increment financing must be in accordance with a redevelopment plan which is approved by the CRA's governing bodies.

Goals & Objectives

- I. Objective 1: Enhance Community Engagement
 - a. Goal 1: By October 1, 2025, the WPCRA will develop and launch a community engagement platform on its official website to facilitate communication with residents.
 - Performance Measure 1: The WPCRA will publish monthly newsletters to encourage engagement and to bring awareness to programs and initiatives.
- II. Objective 2: Prioritize Property Acquisitions
 - a. Goal 2: The WPCRA will encourage the acquisition, demolition, and reuse of those properties, that, by virtue of their location, condition, or value, no longer function at their highest potential economic use.
 - i. **Performance Measure 2:** The WPCRA will acquire land or properties to spur development opportunities in the District.
- III. Objective 3: Foster Economic Development
 - a. **Goal 3:** Eliminate slum and blighted conditions, as defined by Florida Statute, in the Redevelopment Area, which constitutes an economic and social liability.
 - b. **Performance Measure 3:** The WPCRA will continue to fund and promote its commercial programs creating jobs and enhancing the local economy.

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Annual Report and Website Requirement

By December 1, 2025, and each December 1 thereafter, the WPCRA will publish an annual report on its official website that includes:

- A summary of the performance measures and standards used to evaluate the agency's effectiveness.
- An overview of the goals and objectives achieved during the fiscal year.
- A transparent account of all goals or objectives.

Conclusion

The Goals & Objectives – Performance Measures & Standards Program for the West Perrine Community Redevelopment Agency is designed to create a structured approach to community development. By establishing clear goals and measurable objectives, the agency can effectively track its progress, engage with residents, and adapt its strategies to better serve the West Perrine community.

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