

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: November 6, 2019

Presenter's Name and Title: Eric Silva, Director, on behalf of Community Development Department

Prepared By: Eric Silva, Community Development Department

Temp. Reso. Number: 7068

Item Description: Temp. Reso. No. 7068, APPROVING AMENDMENTS TO THE CONSTRUCTION AGREEMENT FOR THE COMMERCIAL PROPERTY LOCATED AT 6927 MIRAMAR PARKWAY IN HISTORIC MIRAMAR PROVIDING FOR TWELVE (12) MONTH EXTENSIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENTS AND AUTHORIZING THE CITY MANAGER TO APPROVE AN ADDITIONAL TWELVE (12) MONTH EXTENTION, IF REQUIRED. *(Community Development Director, Eric Silva)*

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk:

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS:


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 7068**
- **Exhibit(s)**
 - **Exhibit A: Resolution No. 19-25 Approving the Commercial Rehabilitation Agreement and Construction Agreement**
 - **Exhibit B: Amendment to Construction Agreement Between the City of Miramar, RFR Rental, LLC and Cosugas. LLC**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, City Manager 

BY: Eric Silva, Community Development Director

DATE: October 31, 2019

RE: Temp. Reso. No. 7068, approving a 12-month extension to the construction agreement for the commercial property located at 6927 Miramar Parkway in Historic Miramar

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. 7068, approving a 12-month extension to the construction agreement for the commercial property located at 6927 Miramar Parkway in Historic Miramar and authorizing the City Manager to execute the Agreement. Additional extensions may be granted by the City Manager.

ISSUE: The construction agreement expires on December 13, 2019. City Commission approval is required to extend this agreement.

BACKGROUND: Resolution No. 19-25 approved the award of \$500,000 towards renovations for the property including a covered walkway, resurfacing and restriping of the parking lot, ADA-compliant parking spaces, landscaping, new light poles, repainting, new windows and doors, and a dumpster enclosure. Construction is underway and expected to be completed early next year. A 12-month extension is requested to complete construction and satisfy the agreement obligations. Although it is anticipated that the project will be completed within 12-months, the resolution proposes to grant the City Manager with the authority grant future extensions.

Temp. Reso. No. 7068
10/23/19
10/29/19

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AMENDMENTS TO THE CONSTRUCTION AGREEMENT FOR THE COMMERCIAL PROPERTY LOCATED AT 6927 MIRAMAR PARKWAY IN HISTORIC MIRAMAR PROVIDING FOR TWELVE (12) MONTH EXTENSIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENTS AND AUTHORIZING THE CITY MANAGER TO APPROVE AN ADDITIONAL TWELVE (12) MONTH EXTENSION, IF REQUIRED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's historic area continues to be in need of revitalization through economic development initiatives, programs, and projects; and

WHEREAS, City Commission Resolution No. 19-25, attached hereto as Exhibit "A", approved a Construction Agreement ("Agreement") awarding \$500,000 towards renovations for the property including a covered walkway, resurfacing and restriping of the parking lot, ADA-compliant parking spaces, landscaping, new light poles, repainting, new windows and doors, and a dumpster enclosure; and

WHEREAS, the renovations are under construction; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City to amend the Agreement and extend each by twelve (12) months; and

Reso. No. _____

Temp. Reso. No. 7068
10/23/19
10/29/19

WHEREAS, the City Commission grants the City Manager the authority to further extend the Agreement for an additional twelve (12) months without Commission approval. **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it approves the Amendments to the Agreement and grants the City Manager the authority to further extend them an additional twelve (12) months, if required, without further Commission. The City Manager shall inform the Commission of a further extension of the Agreement.

Section 3: That the City Manager is authorized to execute the Amendments to the Construction Agreement, attached hereto as Exhibit “B” for the project located at 6927 Miramar Parkway, together with any non-substantive changes the City Manager deems appropriate and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Temp. Reso. No. 7068
10/23/19
10/29/19

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of November, 2019.

Mayor, Wayne M. Messam

Vice Mayor, Alexandra P. Davis

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Vice Mayor Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Temp. Reso. No.6853
10/24/18
10/29/18

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. 19-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE COMMERCIAL REHABILITATION AGREEMENT AND CONSTRUCTION AGREEMENT FOR THE COMMERCIAL PROPERTY LOCATED AT 6927 MIRAMAR PARKWAY IN HISTORIC MIRAMAR; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's historic area continues to be in need of revitalization through economic development initiatives, programs, and projects; and

WHEREAS, the City has a commercial rehabilitation program that is funded by Community Development Block Grants ("CDBG") that can only be used in a specific geographic area within the historic area; and

WHEREAS, the City desires to support commercial revitalization of properties in the historic area that are located outside of the CDBG eligible area; and

WHEREAS, the City has allocated funding for the purpose of rehabilitating commercial properties in the historic area that are outside of the CDBG eligible area; and

WHEREAS, the owner of the property located at 6927 Miramar Parkway, RFR Rental LLC, has applied to the City to use that funding source for commercial rehabilitation; and

Reso. No. 19-25

Temp. Reso. No. 6853
10/24/18
10/29/18

WHEREAS, the City Commission has awarded \$500,000 to 6927 Miramar Parkway through Resolution 18-181 for commercial rehabilitation; and

WHEREAS, a Commercial Rehabilitation Program Agreement attached hereto as Exhibit "A," has been prepared and includes but is not limited to the following key terms: up to \$500,000 in City funding, fifteen year grant recapture provision that decreases by approximately 6.67% each year, owner funding requirement of a minimum of 25% of the total project cost; and a twelve month project completion timeframe; and

WHEREAS, the City has received construction bids for the project and the firm Cosugas LLC, was the lowest responsive bidder and the City desires to enter into a Construction Agreement Between City, Owner and Contractor Project: 6927 Miramar Parkway attached hereto as Exhibit "B"; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City to support the revitalization of the historic area through commercial rehabilitation projects and approve the Commercial Rehabilitation Program Agreement attached hereto as Exhibit "A" and Construction Agreement Between City, Owner and Contractor Project: 6927 Miramar Parkway attached hereto as Exhibit "B".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Temp. Reso. No. 6853

10/24/18

10/29/18

Section 2: That it approves the Commercial Rehabilitation Program Agreement, attached hereto as Exhibit "A", and the Construction Agreement Between City, Owner, and Contractor Project: 6927 Miramar Parkway, attached hereto as Exhibit "B."

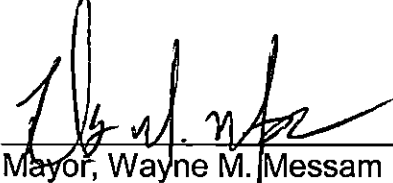
Section 3: That the City Manager is authorized to execute the Commercial Rehabilitation Program Agreement, attached hereto as Exhibit "A", and the Construction Agreement Between City, Owner, and Contractor Project: 6927 Miramar Parkway, attached hereto as Exhibit "B," together with any non-substantive changes the Interim City Manager deems appropriate and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Temp. Reso. No. 6853
10/24/18
10/29/18

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 5th day of November, 2018.

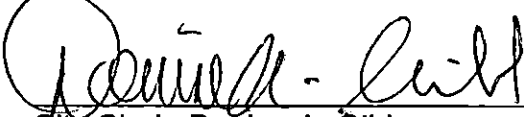


Mayor, Wayne M. Messam



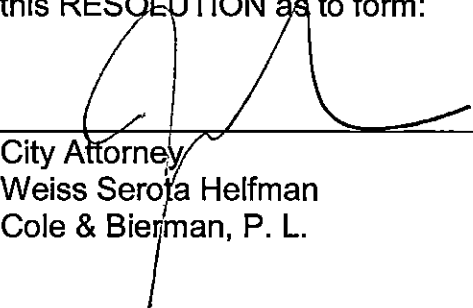
Vice Mayor, Yvette Colbourne

ATTEST:



City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:



City Attorney
Weiss Serota Helfman
Cole & Bierman, P. L.

AS

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	Yes
Commissioner Maxwell B. Chambers	Yes
Vice Mayor Yvette Colbourne	Yes
Commissioner Darline B. Riggs	Yes
Mayor Wayne M. Messam	Yes

Exhibit A

Commercial Rehabilitation Program Agreement

This Agreement is entered into this _____ day of _____ 2018, between the **CITY OF MIRAMAR**, a Florida municipal corporation (“**City**”), and **RFR RENTAL, LLC**, a Florida limited liability company (“**Grantee**”).

RECITALS

WHEREAS, the City has established a Commercial Rehabilitation Program (“**Program**”), pursuant to which the City awards grant funds to local businesses to improve their physical facilities in order to advance the goals established in the Miramar Economic Development Fund/Initiative; and

WHEREAS, the City has established a grant fund (“**Program Fund**”) to be divided among qualified businesses and commercial property owners seeking financial assistance through the Program; and

WHEREAS, the Grantee has applied to the City for an allocation of funds from the Program Fund for the rehabilitation of the improved real property located at 6927 Miramar Parkway (the “**Project**”); and

WHEREAS, the City has evaluated the Grantee’s application and desires to award the Grantee a portion of the Program Fund for completion of the Project; and

WHEREAS, on September 17, 2018, the City Commission, through Resolution No. 18-181, awarded Grantee up to \$500,000 of the Program Fund for completion of the Project.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

1. **Amount of Grant and Limitation of Costs.** The amount awarded to the Grantee out of the Program Fund shall not exceed Five Hundred Thousand Dollars (\$500,000) (the “**Award**”). The City of Miramar will disburse up to 75% of the Project costs for the Rehabilitation improvements as described in Section 6 for the Grantee’s business. The total grant amount shall not exceed \$500,000. The City’s financial obligation for completion of the Project shall be limited to the amount of the Award. Grantee shall be responsible for all costs associated with the Project and with Grantee’s operations which exceed the amount of the Award, unless otherwise specified in writing by the City.
2. **Purpose.** The purpose of the Award is to provide for improvements for the commercial property located at 6927 Miramar Parkway, Miramar, Florida, with Broward County property tax identification number 5141-26-08-0012 (the

"Property"). A copy of the deed conveying the Property to Grantee is attached as **Exhibit A**.

3. **Term.** The term of this Agreement shall be one year, commencing upon the date the Agreement has been signed by both parties ("**Term**"). In the event that Grantee does not complete the Project during the Term, this Agreement shall terminate, the Award shall be terminated, and Grantee shall not be entitled to any undisbursed amount of the Award. This Agreement and the Award may be terminated at any time by the City for cause. In the event the City elects to terminate this Agreement for cause, the City shall have no further obligations to the Grantee.
4. **Project Plans and Elevations.** Grantee is responsible for the design and plan of the Project. All plans and elevations for the Project must meet with the approval of the Building Division and the Planning and Zoning Division. It is the responsibility of the Grantee to hire a properly licensed construction contractor and to obtain all required building permits.
5. **Work Scope.**
 - a. Provide new covered walkway along the front of the building to include parapet wall for concealing roof top equipment.
 - b. Provide new impact resistant storefront windows and doors at front of building.
 - c. Provide electrical lighting at storefront underneath covered walkway ceiling and building signage.
 - d. Repair or replace and upgrade site drainage in North (rear) parking lot as indicated.
 - e. Provide new site drainage in South (front) parking.
 - f. Re-stripe all the parking lot spaces.
 - g. Provide ADA curb ramps to the South and North parking lots, and strip crosswalk as indicated.
 - h. Patch, repair or re-stucco areas of the South (front) façade where fixtures and electrical conduits had been remove.
 - i. Re-paint South and West facades to match the existing adjacent building.
 - j. Provide new dumpster to the North (rear) of the property as indicated.
 - k. Repair / Re-surface the asphalt pavement to the South and North Parking areas as indicated. Refer to the civil plans, protect existing generator and fence enclosure.
 - l. Re-stripe parking lot to the South and North as indicated.
 - m. Provide new site lighting at the South and North parking areas as indicated; refer to the electrical site plan.
 - n. Provide landscape and irrigation within all parking islands, at new dumpster and within the landscape strip adjacent to the South parking spaces.
 - o. Relocate existing wall-mounted camera to the underside of new canopy and affix to the wall above same tenant entryway.

6. **Eligible Project Expenses.** The total cost of the Project shall be **\$698,459.53** ("Project Cost"), which amount includes the following (**Exhibit B**):

Description	Cost
All services described in the Contractor's proposal minus Item #52.	\$586,308.53
Architectural/Engineering construction management	\$23,500.00
Roof repair	\$65,000.00
Estimated City and County permit fees	\$23,651.00
Total	\$ 698,459.53

7. **Completion of the Project.** The Project will be considered completed when the Grantee has obtained a Certificate of Completion for the Project or upon final inspection by the Building Division and payment of Contractor's final invoice for the Project, evidencing Grantee's approval of the Project.
8. **Proof of Project Funding.** Prior to commencement of construction, the Grantee shall present the City with proof that Grantee has available at least 25% of the Project cost as evidenced by one or more of the following: personal checking account, savings account, credit union account, stocks, or any other funding sources acceptable to the City. The Grantee acknowledges and agrees that any Project costs in excess of the amount of the Award shall be the Grantee's responsibility.

Description	City's Responsibility (75%) (Not to exceed \$500,000)	Owner's Responsibility (25%)
Total project cost (\$698,459.53)	\$523,844.65	\$174,614.88
City grant not to exceed \$500,000	-\$23,844.65	\$23,844.65
Owner paid Architectural/Engineering construction management		-\$23,500.00
Owner paid Roof Repair		-\$65,000.00
Revised Total	\$500,000.00	\$109,959.53

Owner to provide proof of project funding of \$109,959.53 to complete payment on the owner's responsibility of 25% of the total project cost.

9. **Disbursement of Grant Funds.** The Award will be disbursed by the City to the Contractor after the Grantee's portion of the funding for the Project has been disbursed to the Contractor. Prior to the disbursement of the Award, Grantee shall submit to the City the Contractor's invoices marked as "Paid," evidencing the amounts paid by the Grantee. Only bona fide invoices for materials that have been installed or invoices from the Contractor for work completed will be eligible

for reimbursement. Eligible Program expenses incurred prior to termination of this Agreement will be reimbursed if the Grantee's proper request for reimbursement is received within 10 days after Grantee's receipt of the City's notice of termination. However, if the Agreement is terminated by the City for cause pursuant to Section 14 – Termination, no request for payment after such termination will be reimbursed.

10. **Construction Contract.** Grantee shall provide City with a copy of an executed construction contract with a general contractor licensed in the State of Florida. In addition, Grantee shall also provide the City with evidence that Grantee has obtained three estimates for the Project.
11. **Lien Terms and Agreement.** As consideration for the Award given by the City of Miramar, which shall not accrue interest, as specified in the Promissory Note attached hereto and incorporated herein as Exhibit C, Grantee shall not sell, convey or otherwise dispose of the Property for a period of 15 years after the execution of the Lien Terms and Agreement attached as Exhibit D. If Grantee sells, conveys, or otherwise disposes of the Property within the 15 year period, Grantee shall be subject to the recapture provision provided for in the Lien Terms and Agreement, attached as Exhibit D.
12. **Expiration of Award.** The Award will expire 12 months from the date the first building permit is issued for the Project. No disbursement of funds will be made after the expiration date, unless the City agrees in writing to an extension as set forth in Section 17.
13. **Conditions and Covenants.** The Grantee shall abide by all of the stipulations, conditions, and covenants of this Agreement; shall duly pay all required property taxes, assessments, and insurance premiums; and shall keep the Property in good condition.
14. **Termination.** The City may terminate this Agreement and the Award at any time, either for cause, upon written notice to the Grantee. In the event the City elects to terminate this Agreement for cause, the City shall have no further obligations to the Grantee. Causes for termination include, but are not limited to: failure by Grantee to cooperate in the administration of this Agreement; misrepresentation of any facts deemed by the City to be material to this Agreement or to the Commercial Rehabilitation Program; or a significant increase in the Project Cost.
15. **Indemnification.** The Grantee shall defend, indemnify, and hold harmless the City, and its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgments, damages, statutory fines and penalties, and attorneys' fees (collectively referred to as "Losses") arising out of, related to, or in any way connected with any performance, errors, acts, or omissions under any provision of this Agreement by

one or more of the following parties: Grantee; Grantee's employees, officers, agents or contractors; Contractor; and Contractor's employees, officers, agents, or subcontractors. Losses shall include but not be limited to, liabilities arising from contracts between the City and the Contractor made pursuant to this Agreement, except to the extent that the Losses are caused solely by the negligent act or omission of the City or its officers, agents or employees.

16. **Laws and Regulations.** Grantee acknowledges and agrees that the Award will be used for the sole purpose of making certain improvements to the Property as described herein Section 5 Work Scope. Grantee agrees to and shall abide by all applicable federal, state, and local laws, requirements, and regulations.
17. **Notice to Proceed.** City shall issue a Notice to Proceed to Grantee and Grantee's Contractor at the time the building permit is issued for the Project. Grantee acknowledges and agrees that the Project must be completed within 12 months from the effective date of this Agreement, unless the City agrees in writing to a written notice of an extension.
18. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Broward County, Florida.
19. **Notices.** All notices or other communications which must or may be given pursuant to this Agreement must be in writing and must be delivered by either hand delivery with a receipt evidencing the delivery, or by certified mail, return receipt requested, addressed to the party to receive notice at the address indicated below. Notice shall be deemed given on the date of delivery or refusal of delivery. Either party may change its address for notice by sending notice in accordance with this Agreement.

Notices to the City shall be sent to:

City of Miramar
2200 Civic Center Place
Miramar, FL 33025
Attn: Eric Silva, Director, Community and Economic
Development Department

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301
Attention: Jamie A. Cole, Esq.

Notices to Grantee shall be sent to:

RFR Rental, LLC
6927 Miramar Parkway
Miramar, Florida
Attention: Roy A. Maynard, Manager

20. **Binding Effect.** This Agreement shall be binding upon, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors and permitted assigns.
21. **Amendments and Modification.** No amendments or modifications of this Agreement will be valid unless in writing, approved by the City Commission, and signed by each of the parties to the Agreement.
22. **Merger.** This Agreement and its attachments constitute the entire agreement between the parties and supersedes all prior negotiations and oral understandings between the parties.
23. **No Assignment.** Grantee shall not assign this Agreement without the prior written consent of the City.
24. **Severability.** Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof.
25. **No Waiver.** Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision, nor shall the failure to enforce a provision effect the enforceability of that provision or the remainder of this Agreement.
26. **Attorney's Fees.** Should City successfully bring any cause of action against Grantee, or successfully defend against any suit brought by Grantee, arising out of or in connection with this Agreement, Grantee agrees to pay all reasonable attorneys' fees as well as costs incurred by the City in bringing or defending such an action, through and including all appeals. Should Grantee prevail in such action the City agrees to pay all reasonable attorneys' fees as well as costs incurred by Grantee in bringing or defending such action, through and including all appeals.
27. **Binding Authority.** Each person signing this Agreement on behalf of a party warrants that he or she has full legal power and authority to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

28. **Conflict.** In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.
29. **Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of termination of this Agreement shall survive the termination of this Agreement and shall remain in full force and effect and shall be enforceable by either party unless and until the terms or conditions are completed.
30. **Grantee's Legal Counsel.** Grantee is encouraged to seek the advice of legal counsel prior to entering into this Agreement.
31. **Public Disclosure.** Information provided by the Grantee may be subject to public disclosure pursuant to Chapter 119, Florida Statutes.
32. **Prohibition Against Contingent Fees.** The Grantee warrants that it has not employed or retained any company or person to solicit or secure this Agreement, and that it has not paid or agreed to pay any individual, company, corporation, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from grant of the Award or the making of this Agreement.
33. **Warranties.** Grantee represents and warrants that Grantee is free to enter into the terms of this Agreement and that Grantee has no obligations to any third party or otherwise that are inconsistent with any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date set forth above.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

GRANTEE:

RFR RENTAL, LLC, a Florida limited liability company

By: _____
Roy A. Maynard, Manager

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____, 2018, by Roy A. Maynard, as Manager of RFR Rental, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

[SEAL]

[CITY SIGNATURE BLOCK ON NEXT PAGE]

CITY

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By:_____
Vernon E. Hargray,
Interim City Manager

This day ____ of _____, 2018.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.

Exhibit A

Prepared/return to:
David Feldheim, Esq.
499 N.W. 70th Ave., Ste.119
Plantation, FL 33317

Property Appraiser's Parcel
514126080012

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, is executed this 25th day of March, 2003, by B & M BAKERY AND WEST INDIAN GROCERY, INC., a Florida corporation, ROY ANTHONY MAYNARD and ALTHEA MAYNARD, husband and wife, and PAULINE ANN MAYNARD, a single woman, hereinafter referred to as "First Party", whose address is 6969 Miramar Parkway, Miramar, FL 33023, to RFR RENTAL LLC, a Florida limited liability company, whose address is 6969 Miramar Parkway, Miramar, FL 33023, hereinafter referred to as "Second Party":

WITNESSETH, that the First Party, for and in consideration of the sum of \$1.00 in hand paid by the said Second Party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Second Party, all right, title, interest, and claim which the First Party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to wit:

SEE EXHIBIT "A"

TO HAVE AND HOLD the same, together with all and singular the appurtenances thereunto, of all interest, equity and claim whatsoever the First Party may have, either in law or equity, for the proper use, benefit and behalf of the Second Party forever.

IN WITNESS WHEREOF, the First Party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Witness Name: CARLOS CARKE

Witness Name: DARYL DENBRIGH

B & M BAKERY AND WEST
INDIAN GROCERY, INC.

By: Roy Maynard
Roy Maynard, President

State of Florida)
County of Broward)

The foregoing instrument was acknowledged by me this 25th day of March, 2003 by: Roy Maynard, as President of B & M BAKERY AND WEST INDIAN GROCERY, INC., who has produced Personally Known as identification and who did not take an oath.

Rocklyn M. Burgess (SEAL)
Notary Public
State of Florida
My Commission Expires:

OFFICIAL NOTARY SEAL
ROCKLYN M. BURGESS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC957368
MY COMMISSION EXP. JULY 27, 2004

Witness Name: CARLOS CHARKE

Roy Maynard
Roy Maynard

Witness Name: DARRYL DENBRIG

State of Florida)
County of Broward)

The foregoing instrument was acknowledged by me this 25th day of March, 2003 by: Roy Maynard, who has produced Personally Known as identification and who did not take an oath.

Rocklyn M. Burgess (SEAL)
Notary Public
State of Florida
My Commission Expires:

OFFICIAL NOTARY SEAL
ROCKLYN M. BURGESS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC957368
MY COMMISSION EXP. JULY 27, 2004

Witness Name: CARLOS CHARKE

Althea Maynard
Althea Maynard


Witness Name: DARRYL DENBRIG

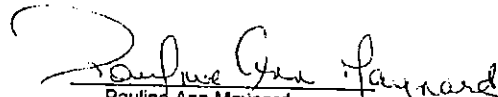
State of Florida)
County of Broward)

The foregoing instrument was acknowledged by me this 25th day of March, 2003 by: Althea Maynard, who has produced Personally Known as identification and who did not take an oath.

Rocklyn M. Burgess (SEAL)
Notary Public
State of Florida
My Commission Expires:

OFFICIAL NOTARY SEAL
ROCKLYN M. BURGESS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC957368
MY COMMISSION EXP. JULY 27, 2004

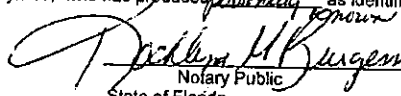

Witness Name: CARLOS CLARKE


Pauline Ann Maynard


Witness Name: DARRYL DENBRIGA

State of Florida)
County of Broward)

The foregoing instrument was acknowledged by me this 25th day of MARCH, 2003 by: Pauline Ann Maynard, who has produced passively known as identification and who did not take an oath.


Notary Public (SEAL)
State of Florida
My Commission Expires;

OFFICIAL NOTARY SEAL
ROCKLYN M BURGESS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC957368
MY COMMISSION EXP. JULY 27 2004

EXHIBIT "A"

That portion of Block 1, of MIRAMAR BUSINESS DISTRICTS as recorded in Plat Book 44, Page 7, of the Public Records of Broward County, Florida, described as follows:

Beginning at a point on the West line of said Block 1, located 379 feet north of the SW corner of said Block 1; thence, run easterly perpendicular to said west line 138.97 feet; thence, run northerly parallel with said west line 50.88 feet; thence, run westerly parallel with and 44 feet south of the south boundary of MIRAMAR SECTION 17, as recorded in Plat Book 56, Page 49, of the Public Records of Broward County, Florida, a distance of 138.98 feet to a point on said west line; thence, run southerly 48.67 feet to the point of beginning.

The North 160 feet of the South 379 feet of the West 138.97 feet of Block 1, MIRAMAR BUSINESS DISTRICTS as recorded in Plat Book 44, Page 7 of the Public Records of Broward County, Florida.

That portion of Block 1 of MIRAMAR BUSINESS DISTRICTS as recorded in Plat Book 44, Page 7 of the Public Records of Broward County, Florida, described as follows:

Beginning at a point on the south boundary of MIRAMAR SECTION 17 as recorded in Plat Book 56, Page 49 of the Public Records of Broward County, Florida, located 138.98 feet east of the west line of said Block 1; thence, run westerly along said south boundary line 114.23 feet to a point of curvature; thence, southeasterly along a curve to the left having a radius of 25 feet and a central angle of 78°27'38" an arc distance of 34.23 feet to a point; thence, easterly parallel with and 20 feet south of the south boundary of MIRAMAR SECTION 17, a distance of 138.52 feet; thence, northerly parallel with the west line of said Block 1 a distance of 20 feet to the point of beginning.

The North 10 feet of the South 219 feet of the West 138.97 feet of Block 1, of MIRAMAR BUSINESS DISTRICTS, as recorded in Plat Book 44, Page 7, of the Public Records of Broward County, Florida.

The North 10 feet of the South 209 feet of the West 138.97 feet of Block 1, of MIRAMAR BUSINESS DISTRICTS, as recorded in Plat Book 44, Page 7, of the Public Records of Broward County, Florida.

The North 20 feet of the South 173 feet of the West 138.97 feet of Block 1, of MIRAMAR BUSINESS DISTRICTS, as recorded in Plat Book 44, Page 7, of the Public Records of Broward County, Florida.

TOGETHER WITH a permissive right to construct and maintain a fence on the following: The North 3 feet of the South 153 feet of the West 138.97 feet of Block 1, of MIRAMAR BUSINESS DISTRICTS, as recorded in Plat Book 44, Page 7, of the Public Records of Broward County, Florida.

TOGETHER WITH a non-exclusive right of ingress and egress over:

The North 26 feet of the South 199 feet of the West 138.97 feet of Block 1, of MIRAMAR BUSINESS DISTRICTS, as recorded in Plat Book 44, Page 7, of the Public Records of Broward County, Florida.

That portion of Block 1, of MIRAMAR BUSINESS DISTRICTS as recorded in Plat Book 44, Page 7, of the Public Records of Broward County, Florida, described as follows:

Beginning at a point on the West line of said Block 1, located 427.67 feet north of the SW corner of said Block 1; thence, run north along the west line of said Block 1 a distance of 19.25 feet to a point of curvature; thence, northeasterly along a curve to the right having a radius of 25 feet and a central angle of 10°57'26" an arc distance of 4.78 feet; thence, easterly parallel with and 20 feet south of the south boundary of MIRAMAR SECTION 17 as recorded in Plat Book 56, Page 49 of the Public Records of Broward County, Florida, a distance of 138.52 feet; thence, southerly parallel with the west line of said Block 1 a distance of 24 feet; thence, westerly 138.98 feet to the point of beginning.

Application Number:
Application Date:
Date To:

Enter
Draw Schedule

Exhibit B

A	B	C	D	E	F	G	H	I	
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G / C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GENERAL REQUIREMENTS:								
1	Trailer, Toilets, etc	2,622.11	0.00	0.00	0.00	0.00	0%	2622.11	0.00
2	Dumpsters	2,873.54	0.00	0.00	0.00	0.00	0%	2873.54	0.00
3	Silt Fence & Other Barriers	598.65	0.00	0.00	0.00	0.00	0%	598.65	0.00
4	Rough / Final Clean	1,424.80	0.00	0.00	0.00	0.00	0%	1424.80	0.00
5	Surveying & Layout	7,782.51	0.00	0.00	0.00	0.00	0%	7782.51	0.00
6	MOT	1,915.69	0.00	0.00	0.00	0.00	0%	1915.69	0.00
7	General Conditions	37,000.00	0.00	0.00	0.00	0.00	0%	37000.00	0.00
8	General Supervision	14,400.00	0.00	0.00	0.00	0.00	0%	14400.00	0.00
9	SITEWORK:								
10	Demolition	13,338.02	0.00	0.00	0.00	0.00	0%	13338.02	0.00
11	Testing	1,317.04	0.00	0.00	0.00	0.00	0%	1317.04	0.00
	Paving, Patching/Repair Asphalt & Reseal (North & South Lot)								
12	Reseal (North & South Lot)	104,644.77	0.00	0.00	0.00	0.00	0%	104644.77	0.00
13	Parking Lot Striping/Marking/Signage	14,607.16	0.00	0.00	0.00	0.00	0%	14607.16	0.00
14	Sidewalks & Ramps	8,990.77	0.00	0.00	0.00	0.00	0%	8990.77	0.00
15	New Dumpster Enclosure	22,010.12	0.00	0.00	0.00	0.00	0%	22010.12	0.00
16	New Drainage North & South Lot	67,685.05	0.00	0.00	0.00	0.00	0%	67685.05	0.00
17	Curbs	5,507.62	0.00	0.00	0.00	0.00	0%	5507.62	0.00
18	Wheel Stops	5,172.37	0.00	0.00	0.00	0.00	0%	5172.37	0.00
19	Landscape	16,622.24	0.00	0.00	0.00	0.00	0%	16622.24	0.00
20	BUILDING:								
20	Demolition	5,028.70	0.00	0.00	0.00	0.00	0%	5028.70	0.00
21	Testing & Inspections	1,197.31	0.00	0.00	0.00	0.00	0%	1197.31	0.00
22	Temporary Wall	6,992.28	0.00	0.00	0.00	0.00	0%	6992.28	0.00
23	Termite Protection	598.65	0.00	0.00	0.00	0.00	0%	598.65	0.00
24	Structural Steel & Connections	962.64	0.00	0.00	0.00	0.00	0%	962.64	0.00
25	Roof Framing	10,827.26	0.00	0.00	0.00	0.00	0%	10827.26	0.00
26	Sheathing	14,407.21	0.00	0.00	0.00	0.00	0%	14407.21	0.00
27	Roofing	11,493.92	0.00	0.00	0.00	0.00	0%	11493.92	0.00
28	Concrete Slab	1,077.58	0.00	0.00	0.00	0.00	0%	0.00	0.00
29	Concrete Footing/Foundation	5,914.70	0.00	0.00	0.00	0.00	0%	5914.70	0.00
30	Concrete Columns	9,221.55	0.00	0.00	0.00	0.00	0%	9221.55	0.00
31	8" Block	11,363.42	0.00	0.00	0.00	0.00	0%	11363.42	0.00
32	Steel Reinforcing	2,993.27	0.00	0.00	0.00	0.00	0%	2993.27	0.00
33	Concrete Bond Beam/Beam	10,410.36	0.00	0.00	0.00	0.00	0%	10410.36	0.00
34	Stucco	18,937.43	0.00	0.00	0.00	0.00	0%	18937.43	0.00
35	Drywall	1,065.60	0.00	0.00	0.00	0.00	0%	1065.60	0.00
36	Insulation	323.27	0.00	0.00	0.00	0.00	0%	323.27	0.00
37	Metal Furring & Stud Framing	538.79	0.00	0.00	0.00	0.00	0%	538.79	0.00
38	Windows (7)	28,453.68	0.00	0.00	0.00	0.00	0%	28453.68	0.00
	Storefront Doors with Transom above (7)								
39	(7)	23,170.34	0.00	0.00	0.00	0.00	0%	23170.34	0.00
40	Paint Exterior (South & West Face)	8,061.94	0.00	0.00	0.00	0.00	0%	8061.94	0.00
41	Paint Interior New Drywall	532.80	0.00	0.00	0.00	0.00	0%	532.80	0.00
42	Stucco Reveal	502.87	0.00	0.00	0.00	0.00	0%	502.87	0.00
43	Address Signs (5)	1,077.58	0.00	0.00	0.00	0.00	0%	1077.58	0.00
	ELECTRICAL:								
44	Electrical Labor	8,800.22	0.00	0.00	0.00	0.00	0%	8800.22	0.00
45	Light Poles & Fixtures	37,834.95	0.00	0.00	0.00	0.00	0%	37834.95	0.00
46	Light Fixtures under Canopy	8,620.62	0.00	0.00	0.00	0.00	0%	0.00	0.00
47	Light Fixtures for Signs	1,645.70	0.00	0.00	0.00	0.00	0%	1645.70	0.00
48	Wall Mounted Light Fixtures	8,021.97	0.00	0.00	0.00	0.00	0%	0.00	0.00
49	Future Wall Sign J Boxes (5)	1,197.31	0.00	0.00	0.00	0.00	0%	1197.31	0.00
50	8" Roof Drains w/ 6" Pipes	5,028.22	0.00	0.00	0.00	0.00	0%	5028.22	0.00
51	Built-Up Roof System	11,493.92	0.00	0.00	0.00	0.00	0%	11493.92	0.00
	OTHER:								
52	Alternate for Insulated Storefront Windows & Doors (7) w/ Transom	12,691.47	0.00	0.00	0.00	0.00	0%	12691.47	0.00
	Original Contract Sum =	599,000.00	0.00	0.00	0.00	0.00	0%	581,280	0.00



Colette Satchell & Associates, Inc.
Architecture

INVOICE FOR ARCHITECTURAL SERVICES

PROJECT: Building Façade and Parking Lot Improvement

DATE: Sept 27, 2018

INV #: 7 B

ATTN: RFR Rental, LLC
ATTN: Mr. Roy Maynard
6927 Miramar Parkway
Miramar, FL 33027

In accordance with your agreement, the amount shown below is presently due and should be remitted within fifteen (15) days of invoice date.

Contract Amount: \$23,500.00

	<i>FEE</i>	<i>% COMPLETE</i>	<i>AMOUNT EARNED</i>	<i>PRIOR INVOICE</i>	<i>AMOUNT DUE</i>
Retainer	\$5,000.00	100%	\$5,000.00	\$0.00	
Preliminary Design/ Design Development	\$8,000.00	100%	\$8,000.00	\$8,000.00	
Construction Documents	\$8,000.00	100%	\$8,000.00	\$8,000.00	\$4,000.00
Permitting	\$2,500.00				
Bidding/Negotiation					
Constr. Administration					
	<u>\$23,500.00</u>				<u> </u>
TOTAL DUE THIS INVOICE					\$4,000.00

Note: A payment in the amount of \$400 cash was paid towards the balance for the Construction documents on 09/28/18. The remaining balance is in the amount of \$0.

All comments from the Building Department's review shall be addressed at no additional cost, for all items other than Building Code changes, which may occur after the completion of the Construction Documents. The Architect shall provide to the Owner two (2) copies of the drawings upon the completion of each phase. The cost of additional copies of the plans other than specified herein is not included. Any additional services as may be required will be performed on an hourly basis as per the following rates:

Architect	\$150.00 per hour
Engineer	\$150.00 per hour
Draftsperson	\$ 65.00 per hour

Services not included in this contract:

- 1.) Any hearings that may be required by the municipality.
- 2.) Any Offsite utility work required by any agency.
- 3.) Providing required boundary surveys.
- 4.) Any services not specifically included herein.

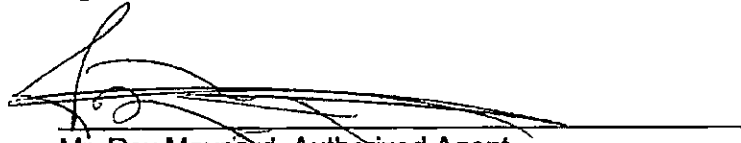
Disputes shall be resolved using the then current American Arbitration Association, construction industry arbitration rules. The prevailing party shall be entitled to legal fees if it becomes necessary to secure legal services to collect outstanding payments/services.

Please indicate your concurrence with this letter of agreement by signing below.

Sincerely,

Colette Satchell, RA

Agreed:



Mr. Roy Maynard, Authorized Agent
RFR Rental, LLC

Date:

paid ck # 1648 - \$2000. Bal 20,000

HAMILTON ROOFING & REPAIRS

9700 Northwest 18th Manor, Plantation, Florida 33322

PH: 754-366-3372 FAX: 754-265-7208

Hamiltonroofrepair17@gmail.com

CCC# 056760

NAME: B&M WEST INDIAN CO. PHONE: _____
ADDRESS: 6959 MIRAMAR PKWY. MIRAMAR

1. REMOVE EXISTING ROOF COVERING.
2. REPLACE ROTTED SHEATHING AS NEEDED.
3. REPLACE ROTTED FASCIA AND SOFFIT.
4. REPLACE COUNTY APPROVED UNDERLAYMENT.
5. CLEAN AND REMOVE ALL DEBRIS.
6. DURING ALL WORK THE UTMOST CARE WILL BE TAKEN TO PROTECT THE PREMISES FROM PHYSICAL DAMAGES.
7. ABOVE WORK WILL BE COVERED BY A(N) 8 YEAR WARRANTY.
8. THE TOTAL PRICE FOR PROPOSED WORK, INCLUDING LABOR AND MATERIALS IS \$ 65,000.00
9. PAYMENT IS DUE IN FULL AT THE COMPLETION OF SAID LABOR.
10. PAYMENT SCHEDULE AS FOLLOWS:
11. OWNERS ACCEPTANCE OF PROPOSAL:

SIGNATURE OF PROPERTY OWNER

DATE

HAMILTON ROOFING AND REPAIR PROPOSE THE FOLLOWING:

REMOVE OLD FLAT ROOF AND REPLACE ALL DAMAGE WOOD. REPLACE ALL VENTS AND FLASHING. INSTALL #75 16 BASE THEN HOT MOP INSULATION THEN HOT MOP PLY #4 GLASS THEN HOT MOP MODIFIED. TO COMPLETE ROOF. w/PERMIT. RECEIVED TOTAL = 45,000.00 BAL. DUE IS \$20,000.00

HAMILTON ROOFING & REPAIRS

DATE

THANK YOU FOR YOUR BUSINESS!

Keith Hamilton

1-3-18

Estimated Permit Fees

CONSTRUCTION COST	600,000.00	
TRADE	ESTIMATED FEES	
ELECTRICAL	1,415.00	3%
PLUMBING/IRRIGATION	2,500.00	
LANDSCAPING	2,830.00	
BUILDING/STRUCTURAL	12,406.00	
FIRE DEPT.	2,500.00	
BROWARD COUNTY	2,000.00	
TOTAL	23,651.00	

Promissory Note

\$500,000.00

Date: _____

City of Miramar, Florida

FOR VALUE RECEIVED for COMMERCIAL REHABILITATION, the undersigned, jointly and severally if there be more than one, (collectively, the "Borrower") promises to pay the City of Miramar, its successors or assigns ("Lender") or order, the principal sum of Five Hundred Thousand Dollars (\$500,000.00). In the event Borrower abides by the conditions and requirements of the Lien Terms and Agreement, through _____, (At the "Discharge Date"), this Note shall, on the date following the Discharge Date, be deemed fully paid and discharged by the Lender. Borrowers' failure to abide by the requirements and conditions of the Lien Terms and Agreement (**Exhibit D**) shall result in the application of the recapture provisions of said Agreement.

Sums due under this Note shall be payable to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, or such other place as the Note holder may designate.

This Note is secured by a lien on real and personal property (the "Property") located in Broward County, Florida, pursuant to a Lien Terms and Agreement (the "Mortgage") held by Lender. Borrower shall not sell, convey or transfer all or any part of the Property or any interest therein, including transfer by judicial sale or any other voluntary or involuntary transfer, without Lenders' prior written consent prior to the Discharge Date.

Borrower has the option and privilege of prepaying all or any part of the outstanding principal balance evidenced by this Note without premium, penalty or charge.

Nothing contained in this Note shall be deemed or construed to create the relationship of partner or joint venturer as between Lender and Borrower, it being agreed and understood that the only relationship between the parties is that of Lender and Borrower, and all interest or other sums required to be paid by Borrower hereunder are only intended to compensate Lender for its agreement to make the loan evidenced by this Note, market conditions as of the date of this Note considered.

Borrower, and all other persons or entities who are or may become liable on the indebtedness evidenced by this Note, agree jointly and severally to pay all costs of collection, including reasonable attorneys' fees and all costs of any action or proceeding (including, but not limited to, commencement of non-judicial foreclosure of private sale), in case the unpaid principal sum of this Note, or any payment of interest or principal and interest thereon, including without limitation the payment of interest, is not paid when due, or in case it becomes necessary to enforce any other obligation of Borrower hereunder or to protect the security for the indebtedness evidenced hereby, or for the foreclosure by Lender of the Mortgage, or in the event Lender is made a party to any litigation because of the existence of the indebtedness evidenced by this Note, whether suit be brought or not,

and whether through courts of original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings. Borrower acknowledges that all such costs are secured by the Mortgage. As used herein "attorneys' fees" shall be deemed to include fees incurred in appellate, bankruptcy and post-judgment proceedings and shall be deemed to include charges for paralegals, law clerks, and other staff members operating under the supervision of an attorney. Any payment or award of attorneys' fees shall include as a part thereof any and all sales and/or use taxes imposed thereon by any appropriate governmental authority.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally, waive diligence, presentment, protest and demand, notice of protest, of demand, of nonpayment, of dishonor and of maturity and agree that time is of the essence of every provision hereof; and they also jointly and severally hereby consent to any and all renewals, extensions or modifications agreed to by Borrower and Lender of the terms hereof or of the Mortgage, or any of them, including time for payment, and further agree that any such renewal, extension or modification, or the release or substitution of any person or security for the indebtedness evidenced hereby, shall not affect the liability of any of such parties for the indebtedness evidenced by this Note or the obligations under the Mortgage. Any such renewals, extensions, modifications, releases or substitutions may be made without notice to any of such parties other than Borrower.

Lender shall have the right, at any time and from time to time, at its sole option and in its sole discretion, to waive all or any part of any charge due Lender hereunder, but such waiver shall be effective only if made in writing and shall not extend to or constitute a waiver of the same or any other term or provision herein contained or contained in the Mortgage.

The rights and remedies of Lender as provided in this Note and in the Mortgage shall be cumulative and concurrent and may be pursued singly, successively or together against Borrower, the Property encumbered by the Mortgage, or any other persons or entities who are, or may become, liable for all or any part of this indebtedness, or any and other funds, property or security held by Lender for payment thereof, or otherwise, at the sole discretion of Lender. Failure to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or the right to exercise them at a later time. The acceptance by Lender of payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time or nullify any prior exercise of any such option without the express written consent of Lender. The right, if any, of Borrower, and all other persons or entities, who are, or may become, liable for all or any part of this indebtedness, to plead any and all statutes of limitation as a defense to any demand on this Note or Mortgage or any other documents executed in connection with the loan evidenced by this Note, is expressly waived by each and all of such parties to the full extent permissible by law.

THE BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE BORROWER AND THE LENDER MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THE LOAN. This waiver is knowingly, willingly and voluntarily made by the Borrower, and the Borrower hereby represents that no representation of fact or opinion has been made by any individual to induce this waiver of trial by jury or to in any way modify or nullify its effect.

This Note is to be construed and enforced according to the laws of the State of Florida. Venue shall be in Broward County, Florida. This Note consists of three (3) pages.

(SEAL)

Borrower: _____

Print Name: _____

Amount: \$500,000.00

STATE OF FLORIDA)

ss:

COUNTY OF BROWARD)

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2018, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public

Print or Type Name

My Commission Expires:

Lien Terms and Agreement

The undersigned, **Roy A. Maynard, Owner of RFR Rental, LLC** (hereinafter "OWNER") whose mailing address is **6959 Miramar Parkway, Miramar, Florida 33023** who owns certain real property located at **6927 Miramar Parkway, Miramar, Florida 33023** as:

MIRAMAR BUSINESS DISTRICTS 44-7 B N 228.67 OF S 427.67 OF W 138.97 BLK 1, TOG WITH N 20 OF S 173 OF W 138.97 BLK 1, TOG WITH COMM SW COR SAID BLK 1, N 446.92 TO P/C NELY 4.78 TO POB, CONT NELY 34.23 E 114.23, S 20, W 138.52 TO POB BLK 1, according to the plat thereof as recorded in Plat Book 44, at Page 7 of the Public Records of Broward County, Florida.

In consideration of a deferred payment loan or benefit given by the City of Miramar, a municipal corporation organized and existing under the laws of the State of Florida ("CITY"), for the purpose of Commercial Rehabilitation to the above-described Property, ("Property") without interest, as specified on the Promissory Note, attached hereto and incorporated herein as **Exhibit C**, OWNER shall not sell, convey or otherwise dispose of the real property within fifteen (15) years of the execution of this Agreement, OWNER agrees as follows:

1. A lien is hereby established in favor of the CITY, for a term of fifteen (15) years from the date of execution of this Agreement, to provide security for the amount set forth in the Promissory Note (**Exhibit C**), and Section 4 of this Agreement which becomes payable by the OWNER, or the OWNER'S estate, personal representatives, heirs or devisees. The lien on OWNER'S Property shall be discharged on the date following the fifteen-year anniversary of the execution of this Agreement ("Discharge Date").

2. The OWNER shall abide by all the stipulations, agreements, conditions, and covenants of this Agreement, and shall duly pay all taxes, all insurance premiums reasonably required, and keep the Property in good condition.

3. Whereas, funds are used for commercial rehabilitation, OWNER shall continue to own the Property for at least fifteen (15) years from the date of execution of this Agreement.

4. **RECAPTURE PROVISION.** If OWNER breaches this Agreement by selling, conveying, abandoning or otherwise disposing of the Property during the below-mentioned periods, the loan shall be paid off to the CITY as follows (or the CITY shall have a lien on Property for said amount):

A. During the first year of the loan, OWNER shall pay CITY 100% of the lien amount (**\$ 500,000**).

- B. During the second year of the loan, OWNER shall pay CITY 93.33% of the lien amount (\$ 466,650).
- C. During the third year of the loan, OWNER shall pay CITY 86.66% of the lien amount (\$ 433,300).
- D. During the fourth year of the loan, OWNER shall pay CITY 79.99% of the lien amount (\$ 399,950).
- E. During the fifth year of the loan, OWNER shall pay CITY 73.32% of the lien amount (\$ 366,600).
- F. During the sixth year of the loan, OWNER shall pay CITY 66.65% of the lien amount (\$ 333,250).
- G. During the seventh year of the loan, OWNER shall pay CITY 59.98% of the lien amount (\$ 299,900).
- H. During the eighth year of the loan, OWNER shall pay CITY 53.31% of the lien amount (\$ 266,550).
- I. During the ninth year of the loan, OWNER shall pay CITY 46.64% of the lien amount (\$ 233,200).
- J. During the tenth year of the loan, OWNER shall pay CITY 39.97% of the lien amount (\$ 199,850).
- K. During the eleventh year of the loan, OWNER shall pay CITY 33.30% of the lien amount (\$ 166,500).
- L. During the twelfth year of the loan, OWNER shall pay CITY 26.63% of the lien amount (\$ 133,150).
- M. During the thirteenth year of the loan, OWNER shall pay CITY 19.96% of the lien amount (\$ 99,800).
- N. During the fourteenth year of the loan, OWNER shall pay CITY 13.29% of the lien amount (\$ 66,450).
- O. During the fifteenth year of the loan, OWNER shall pay CITY 6.62% of the lien amount (\$ 33,100).

P. After the Discharge Date, OWNER may sell, convey or otherwise dispose of the Property free and clear of any encumbrances or lien in favor of the CITY in connection to the commercial rehabilitation.

5. Should the OWNER fail to fully comply with the agreements, conditions, and obligations set forth in this Agreement, then the lien established by the Agreement may be foreclosed in the same manner as provided by law for foreclosure of a mortgage, and in addition, the agreements, conditions, and obligations hereof may be enforced by any other action, in law or equity, at the option of the CITY.

6. All costs, including reasonable attorney's fees, which may be incurred by the CITY for the collection of any amounts which may become due the CITY hereunder, or which may be incurred by the CITY in the enforcement of the Agreement, conditions, and obligations set forth herein, whether suit is brought forth or not, shall be assessed against and be the obligation of the OWNER.

7. In the event that the sole OWNER should die, or upon the death of the survivor of JOINT OWNERS, the obligations created herein shall be binding upon the Estate, personal representatives, heirs, or devisees of the deceased OWNER.

8. The use, herein, of the word OWNER shall apply to the plural as well as the singular.

ATTEST:

OWNER: Roy A. Maynard, Manager
RFR Rental, LLC

Witness

Print Name: _____

Witness

Signature: _____
(before Notary)

Amount: \$500,000.00

STATE OF FLORIDA)

ss:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____ who is personally known to me or who has produced _____ as identification.

WITNESS my hand this ____ day of _____, 2018.

Notary Public

Print or Type Name

My Commission Expires:

EXHIBIT "B"

**CONSTRUCTION AGREEMENT
BETWEEN CITY, OWNER, AND CONTRACTOR
PROJECT: 6927 Miramar Parkway**

THIS TRI-PARTY AGREEMENT ("Agreement") is entered into this __ day of _____, 2018 by and between the City of Miramar, ("City"), RFR Rental, LLC ("Owner") and Cosugas LLC. ("Contractor") (collectively hereinafter referred to as "Parties") for miscellaneous renovations and/or repairs to the Owner's property located at 6927 Miramar Parkway, Miramar, Florida ("Property"). For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as set forth below.

WITNESSETH:

WHEREAS, the City has established a Commercial Rehabilitation Program ("Program"), pursuant to which the City awards grant funds to local businesses to improve their physical facilities in order to advance the goals established in the Economic Development Fund/Initiative; and

WHEREAS, the City has established a grant fund to be divided among qualified businesses and commercial property owners seeking financial assistance through the Program ("Program Fund"); and

WHEREAS, the Owner has applied to the City for, and has been awarded, a portion of the Program Fund in the amount of \$500,000 ("Award") for the completion of certain improvements Grantee's Property; and

WHEREAS, on _____, the City and Grantee entered into an agreement enumerating the terms of the Award ("Award Agreement"), attached hereto as Exhibit "A"; and

WHEREAS, the Owner desires to retain Contractor to complete certain improvements to the Property; and

WHEREAS, the City shall inspect all improvements made to the Property and determine whether they are of sufficient quality and have been completed in accordance with all applicable building code regulations; and

WHEREAS, the City desires to ensure that the Award is properly expended; and

WHEREAS, the City shall directly pay the Award funds to the Contractor for the satisfactory completion of improvements to the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, notwithstanding anything in the Agreement to the contrary, the Parties hereby agree as follows:

1. **Recitals.** The above stated recitals are true and correct and incorporated herein.
2. **Relationship of the Parties:**
 - A. **OBLIGATIONS OF THE CONTRACTOR:** Contractor shall furnish all of the materials, tools, equipment, labor and everything necessary to perform; and shall perform, in accordance with the specifications and the terms of this contract, the work of: **RFR Rental, LLC, located at 6927 Miramar Parkway, Miramar, FL 33023** according to the terms, specifications and plans referenced as **Exhibit B**, which are attached hereto and made a part of this Contract. The Scope of the Work is defined by the provisions of **Exhibit B and the Building Permit plans**, with the description contained in this paragraph serving merely for reference ("Work").
 - B. **OBLIGATIONS OF THE OWNER:** Owner shall provide Contractor with access to the Property, assist the Contractor, where necessary, in procuring permits required for the completion of the Work. Owner shall be solely responsible for the payment of all Fees or other costs for the completion of the Work that exceed the amount of the Award.
 - C. **OBLIGATIONS OF THE CITY.** The City shall inspect the Work as completed by the Contractor, facilitate payment of the Award funds to Contractor on behalf of the Owner and administer this Agreement. City shall not, under any circumstances, be responsible for any deficiency in Contractor's Work or performance.
3. **Time of Completion:** Construction work must begin within thirty (30) calendar days from the date of Building Permit issuance and shall be carried on at a rate to ensure its full completion no later than one (1) year from the effective date of the Award Agreement, the rate of progress and the time of completion being essential conditions of this Contract.

Deductions for not Completing on Time:

The Parties recognize that time is of the essence with respect to this Agreement and that the Owner and City will suffer financial loss if the Project is not completed within the times specified in this Agreement. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner or City if the Project is not completed on time. Accordingly, instead of requiring such proof, if the Work is not fully completed, according to the terms of this Agreement within the time limits herein stipulated, the Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to \$75.00 for each calendar day elapsing between expiration of such time limit and the date of full completion, provided, however, that the time limits herein stated are subject to extensions without payment of damages, if agreed to in writing by the City.

Where any deductions from or forfeitures of payment in connection with the Work are duly and properly imposed against the Contractor, in accordance with the terms of this Agreement, the law of the State of Florida, governing ordinances or regulations, the total amount thereof may be withheld from any monies due or to become due the Contractor under this Agreement; and when deducted, shall be deemed and taken as payment in such amount.

4. **General:** The Contractor hereby certifies each and every clause of the Contract Documents has been read, the location of the proposed work has been examined as is necessary to understand fully the nature of the obligation made, and the work will be completed in the time limits specified, in accordance with the plans and specifications.

All work under this Agreement shall be done to the satisfaction of the City (or his/her representative engineer or architect) who shall, in all cases, determine the amount, quality, fitness and acceptability of the several kinds of work and materials which are to be paid for hereunder, and shall decide all questions which may arise as to the fulfillment of this Agreement on the part of the Contractor; and his/her decision thereon shall be final and conclusive as to the Contractor; and such determination and decision, in case any questions shall arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

5. **Prices:** The Contractor shall be compensated the total sum of \$ 586,308.53 (the "Fee", "Contract Price" or "Price") for the satisfactory completion of the Work. The City shall facilitate the payment of the Fee on behalf of the Owner. Contractor shall be paid based upon Applications for Payment submitted to the City. Contractor recognizes that the City shall cause to be documented the progress and amounts owing to Contractor based on measurement of progress, submittals, observations at the site and on evaluation of Contractor's invoices or Applications for Payments. The City shall make progress payments on account of the Contract Price as follows:

- A. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- B. Each Application for Payment shall be accompanied with a written statement signed by the City's staff or consultant certifying satisfactory completion of the required percentage of the Work.
- C. The City shall pay within thirty (30) calendar days of receipt of a proper invoice any undisputed amounts.
- D. The City shall retain Ten Percent (10%) of the total Contract Price as retainage until the Work is completed pursuant to this Agreement.
- E. Contractor shall furnish the City appropriate releases, affidavits or waivers of lien for all Work performed or materials provided at the time the next periodic payment shall be due.
- F. The City shall make final payment to Contractor, including retained funds, after the Project has been completed to the satisfaction of the City and all appropriate

releases and waivers of lien, and all other Project close-out documents have been provided to the City.

6. **Changes to Scope of Work:** The City and Owner shall not accept any change orders from Contractor for the Project unless approved in writing by the City. By executing this Agreement, Contractor specifically acknowledges that it has performed its due diligence and will perform the Work for the Fee stated herein.

Without invalidating this Agreement, the City may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Document (except as otherwise specifically provided).

7. **Acceptance and Final Payment:** Upon receipt of written notice from Contractor that the work is ready for final inspection and acceptance, the City shall, within ten (10) calendar days, make an inspection thereof. The City shall determine whether the Work is acceptable, if the requisite documents have been submitted, the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met.

Before the Final Payment, Contractor shall deliver to City complete waivers of lien(s) or releases of all liens, as applicable, arising out of this Agreement, or receipts in full for all work; and an Affidavit certifying that all suppliers and subcontractors have been paid in full, and that all other indebtedness connected with the Work has been paid.

The City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor.
- C. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
- D. Damage to another Contractor not remedied.

When the above grounds are removed or resolved satisfactorily to the City, payment may be made.

Final payment constituting the entire unpaid balance of the Contract sum shall be paid by the City to the Contractor WITHIN THIRTY (30) DAYS AFTER COMPLETION OF ALL WORK, fully performed and a final certificate for payment has been issued by the City's representative.

8. **Guarantee:** All work, materials and equipment furnished by the Contractor and all construction involved in this Agreement shall be free from defects owing to faulty materials or workmanship for a period of twelve months after completion of the work covered by this Agreement. Any part of the equipment, materials, or work included in this Agreement which proves defective, by reason of faulty materials or workmanship within said twelve-month period shall be replaced by the Contractor at no cost to the Owner or City.
9. **The Contract Documents:** The Contract documents consist of the specifications, proposal, this Contract, the Exhibits hereto and any applicable Change Orders.
10. **Equipment, Work, and Personnel:** Unless otherwise stated in the Contract Documents, all equipment to be incorporated in the Work are to be of the most suitable type of their respective kinds and shall be acceptable to the Owner and City. The Owner and City reserves the right to remove any of Contractor's equipment or personnel not acceptable to the Owner or City for reason(s) expressed by the Owner or City.
11. **Notice:** All notices required in this Contract shall be sent by certified mail, return receipt requested and if sent to the OWNER shall be mailed to:

To City:

Eric Silva, Director of Community
and Economic Development Department
City of Miramar
2200 Civic Center Place
Miramar, FL 33025

Copy to:

Jamie A. Cole, Esq., City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301

To Owner:

Roy A. Maynard
RFR Rental, LLC
6927 Miramar Parkway
Miramar, Florida

To Contractor:

Herman Giacomelli
Cosugas, LLC
719 Shotgun Road
Sunrise, FL 33326

12. **Deletion/Oversight/Misstatement:** Any deletion, oversight or misstatement of the Specifications shall not release the Contractor from the responsibility of supplying a complete and fully operational unit, together with all appurtenances necessary for unrestricted operation as determined by the City in its sole discretion.
13. **Definition of Terms:** Terms used in this Contract shall have the meanings assigned to them in the Industry.
14. **Building Permit(s):** Contractor agrees and acknowledges that Contractor shall be responsible for obtaining any and all building permits as required by the Florida Building Code and any and all applicable laws, ordinances and regulations.
15. **Compliance with Federal Wage Standards:** Contractor certifies that Contractor is in compliance with and shall abide by the rules and regulations of all Federal Wage and Labor Standards including, but not limited to the Davis Bacon Act, and must comply with the HUD-4010, Federal Labor Standards Provisions.
16. **Insurance:** Contractor shall not commence work under this contract until Contractor has obtained all insurance required under this paragraph and certificates shall be submitted to and approved by the City. Contractor shall not allow any subcontractors to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved by the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

Commercial Contractors	
	Per Occurrence
General Liability *Endorsement Page Required	\$1,000,000
Workers' Compensation	As per statutory requirement
Automobile Liability *Endorsement Page Required	\$1,000,000 combined single limit per accident
Professional Liability	Not Applicable

17. **Indemnification:** Contractor hereby agrees to indemnify, defend, and hold harmless the City, Owner, and their respective agents and employees from any and all claims, demands, judgments, liabilities, damages, losses, costs, and expenses (including attorney's fees and costs at both the trial and appellate levels), arising out of or relating to the performance of the Work or Contract, but only to the extent caused, in whole or in part, by the respective negligence, recklessness or intentional wrongful misconduct of the Contractor or any persons employed by or utilized by them, or for whose actions they may be liable, in the performance of the Work or Contract, and regardless of the partial fault of any indemnified party hereunder.

Owner shall defend, indemnify, and hold harmless the City, and its respective officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgments or damages, and statutory fines and penalties (collectively referred to as loss or losses) arising out of, related to, or in any way connected with the Contractor and/or Contractor's employees, officers, agents or subcontractors performance, errors, acts or omissions under any provision of this Agreement except to the extent the losses are solely caused by the negligent act or omission of the City, or their respective officers and employees. Owner shall reimburse the City for all of their expenses, including reasonable attorneys' fees and costs, incurred in and about the defense of any claim or investigation and for any loss arising out of, related to, or in any way connected with the City's, and/or City's employees, officers, agents or contractors, or any claim or investigation and for any loss arising out of or in any way related to Contractor or Contractor's employees, officers, agents or subcontractors performance, errors, acts or omissions under this Agreement, except to the extent the losses are solely caused by the negligent act or omission of the City, its officers and employees.

Contractor acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Article 16, Insurance.

18. **Records:** Contractor and its subcontractors shall maintain all books and records and accounts, whether financial or otherwise, which relate to the Work and to any claim for additional compensation, including, without limitation, complete and correct records of payments to each of their subcontractors. For each subcontractor, the books and records and accounts shall reflect each payment to the subcontractor and the cumulative total of the payments made to the subcontractor. The City shall have the right to inspect and copy, at City's expense, the books and records and accounts of Contractor and its subcontractors which relate in any way to this Agreement, and to any claim of Contractor and to conduct an audit of the financial and accounting records of Contractor and its subcontractors which relate to this Agreement and to any claim. Contractor their subcontractors shall retain and make available to the City all such books and records and accounts, whether financial or otherwise, which relate to the Project and to any claim for a period of three (3) years

following final completion of the Work. During the Work and the three (3) year period following final completion of the Work, Contractor shall provide the City access to its books and records and accounts upon seventy-two (72) hours written notice.

19. **Public Records:** Pursuant to Section 119.0701 of the Florida Statutes, if Contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Services under this Agreement;
- b) Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.
- d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor shall be delivered to the City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.
- e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**
- f) Consultant's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

- g) **Ownership of Documents:** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.
20. **Laws and Regulations:** Contractor acknowledges and agrees that City funds are being used in whole or in part to make certain improvements to property as described herein, the Contractor agrees to and shall abide by all applicable federal and state laws, requirements, and regulations.
21. **Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any action shall be in Broward County, Florida.
22. **Binding Effect:** This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.
23. **Amendments and Modification:** No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.
24. **Merger:** This Agreement and its attachments, if any, constitute the entire agreement between the parties, and all negotiations and oral understandings between the parties are merged herein.
25. **Nonassignability:** Neither party shall assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the other party.
26. **Severability:** Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it effect the enforceability of that provision or the remainder of this Agreement.
27. **Attorney's Fees:** Should City successfully bring any manner of legal action against Contractor, or successfully defend against any suit brought by Contractor, arising out of or in connection with this Agreement, Contractor agrees to pay all reasonable attorneys' fees as well as costs incurred by the City in bringing or defending such an action, through and including all appeals. Should Contractor prevail in such a case the City agrees to pay all reasonable attorneys' fees as well as costs incurred

by Contractor in bringing or defending such an action, through and including all appeals.

28. **Binding Authority:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
29. **Conflict:** In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.
30. **Term/Termination:** TERM OF AGREEMENT - This Agreement shall commence on the date that it is fully executed by all parties and shall continue in full force for one year or until the work performed pursuant to this Agreement is completed, and accepted, whichever occurs first, unless terminated sooner as provided below.
This Agreement may be terminated for cause in writing by the City, upon seven (7) days written notice to Contractor of its intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid (without duplication of any items) for all Work completed prior to the effective date of termination.

Under no circumstance shall payment include, or the City be liable for, lost or unearned overhead and profit for work or services not performed or for consequential damages of any kind.

Contractor shall turn over to the City all work products (including but not limited to finished or unfinished documents, data, studies, surveys and reports prepared by CONTRACTOR) for which payment by the City has been requested, at the time of final payment by the City.
31. **Legal Counsel:** The parties to this Agreement are encouraged to seek the advice of their legal counsel prior to entering into this Agreement.
32. **Survival of Provisions:** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

OWNER

By:

Print Name

Dated this _____ day of _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____.

Signature of Notary Public-State of Florida

Print, Type or Stamp Commissioned
Name of Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

CONTRACTOR

By:

Print Name

Dated this ____ day of _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by _____ as _____ (type of authority)
for _____ (name of party on behalf of whom
instrument was executed).

Signature of Notary Public-State of Florida

Print, Type or Stamp Commissioned
Name of Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

CITY

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Vernon E. Hargray,
Interim City Manager

This day ____ of _____, 2018.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

City Attorney
Weiss Serota Helfman Cole
& Bierman, P.L.



CITY OF MIRAMAR

An Equal Opportunity Employer

Mayor

Wayne M. Messam

Vice Mayor

Yvette Colbourne

City Commission

Maxwell B. Chambers

Winston F. Barnes

Darline B. Riggs

Interim City Manager

Vernon Hargray

"We're at the
Center of Everything"

Community and Economic
Development
2200 Civic Center Place
Miramar, Florida 33025

Phone (954) 602-3264
FAX (954) 602-3448

Exhibit A

October 24, 2018

NOTICE OF INTENT TO AWARD FOR Commercial Rehabilitation Plan for the property located at 6927 Miramar Parkway

On September 5, 2018, IFB for Commercial Rehabilitation Plan for the property located at 6927 Miramar Parkway closed with a total of three (3) bids, one (1) of the bid was deemed non-responsive. City staff reviewed the bid and a recommendation for award will be made to the lowest responsible bidder, Cosugas LLC. of Sunrise, FL.

The recommendation for approval of award to Cosugas, LLC. is scheduled to be presented to the City's Commission on November 5, 2018 at 7:00 P.M. in the City's Chambers located at 2300 Civic Center Place, Miramar, Florida.

Pursuant to Section 2-444 of the City's code, any protests must be filed within five (5) business days after posting of this Notice of Intent to Award or any right to protest is forfeited.

Sincerely,

Eric Silva,
Director of Community Economic Development Department

cc Vernon Hargray, Interim City Manager
J. Michael Moore, Assistant City Manager
Richard Hughes, Assistant Director of CED
Nancy Gettys, Planner

Application Number:
Application Date:
Date To:

Enter
Draw Schedule

Exhibit B

A	B	C	D	E	F	G		H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G / C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GENERAL REQUIREMENTS:								
1	Trailer, Toilets, etc	2,622.11	0.00	0.00	0.00	0.00	0%	2622.11	0.00
2	Dumpsters	2,873.54	0.00	0.00	0.00	0.00	0%	2873.54	0.00
3	Silt Fence & Other Barriers	598.65	0.00	0.00	0.00	0.00	0%	598.65	0.00
4	Rough / Final Clean	1,424.80	0.00	0.00	0.00	0.00	0%	1424.80	0.00
5	Surveying & Layout	7,782.51	0.00	0.00	0.00	0.00	0%	7782.51	0.00
6	MOT	1,915.69	0.00	0.00	0.00	0.00	0%	1915.69	0.00
7	General Conditions	37,000.00	0.00	0.00	0.00	0.00	0%	37000.00	0.00
8	General Supervision	14,400.00	0.00	0.00	0.00	0.00	0%	14400.00	0.00
9	SITEWORK:								
10	Demolition	13,338.02	0.00	0.00	0.00	0.00	0%	13338.02	0.00
11	Testing	1,317.04	0.00	0.00	0.00	0.00	0%	1317.04	0.00
	Paving, Patching/Repair Asphalt & Reseal (North & South Lot)	104,644.77	0.00	0.00	0.00	0.00	0%	104644.77	0.00
12	Parking Lot Striping/Marking/Signage	14,607.16	0.00	0.00	0.00	0.00	0%	14607.16	0.00
13	Sidewalks & Ramps	8,990.77	0.00	0.00	0.00	0.00	0%	8990.77	0.00
14	New Dumpster Enclosure	22,010.12	0.00	0.00	0.00	0.00	0%	22010.12	0.00
15	New Drainage North & South Lot	67,685.05	0.00	0.00	0.00	0.00	0%	67685.05	0.00
16	Curbs	5,507.62	0.00	0.00	0.00	0.00	0%	5507.62	0.00
17	Wheel Stops	5,172.37	0.00	0.00	0.00	0.00	0%	5172.37	0.00
18	Landscape	16,622.24	0.00	0.00	0.00	0.00	0%	16622.24	0.00
19									
20	BUILDING:								
21	Demolition	5,028.70	0.00	0.00	0.00	0.00	0%	5028.70	0.00
22	Testing & Inspections	1,197.31	0.00	0.00	0.00	0.00	0%	1197.31	0.00
23	Temporary Wall	6,992.28	0.00	0.00	0.00	0.00	0%	6992.28	0.00
24	Termite Protection	598.65	0.00	0.00	0.00	0.00	0%	598.65	0.00
25	Structural Steel & Connections	962.64	0.00	0.00	0.00	0.00	0%	962.64	0.00
26	Roof Framing	10,827.26	0.00	0.00	0.00	0.00	0%	10827.26	0.00
27	Sheathing	14,407.21	0.00	0.00	0.00	0.00	0%	14407.21	0.00
28	Roofing	11,493.92	0.00	0.00	0.00	0.00	0%	11493.92	0.00
29	Concrete Slab	1,077.58	0.00	0.00	0.00	0.00	0%	0.00	0.00
30	Concrete Footing/Foundation	5,914.70	0.00	0.00	0.00	0.00	0%	5914.70	0.00
31	Concrete Columns	9,221.55	0.00	0.00	0.00	0.00	0%	9221.55	0.00
32	8" Block	11,363.42	0.00	0.00	0.00	0.00	0%	11363.42	0.00
33	Steel Reinforcing	2,993.27	0.00	0.00	0.00	0.00	0%	2993.27	0.00
34	Concrete Bond Beam/Beam	10,410.36	0.00	0.00	0.00	0.00	0%	10410.36	0.00
35	Stucco	18,937.43	0.00	0.00	0.00	0.00	0%	18937.43	0.00
36	Drywall	1,065.60	0.00	0.00	0.00	0.00	0%	1065.60	0.00
37	Insulation	323.27	0.00	0.00	0.00	0.00	0%	323.27	0.00
38	Metal Furring & Stud Framing	538.79	0.00	0.00	0.00	0.00	0%	538.79	0.00
39	Windows (7)	28,453.68	0.00	0.00	0.00	0.00	0%	28453.68	0.00
40	Storefront Doors with Transom above (7)	23,170.34	0.00	0.00	0.00	0.00	0%	23170.34	0.00
41	Paint Exterior (South & West Face)	8,061.94	0.00	0.00	0.00	0.00	0%	8061.94	0.00
42	Paint Interior New Drywall	532.80	0.00	0.00	0.00	0.00	0%	532.80	0.00
43	Stucco Reveal	502.87	0.00	0.00	0.00	0.00	0%	502.87	0.00
44	Address Signs (5)	1,077.58	0.00	0.00	0.00	0.00	0%	1077.58	0.00
45	ELECTRICAL:								
46	Electrical Labor	8,800.22	0.00	0.00	0.00	0.00	0%	8800.22	0.00
47	Light Poles & Fixtures	37,834.95	0.00	0.00	0.00	0.00	0%	37834.95	0.00
48	Light Fixtures under Canopy	8,620.62	0.00	0.00	0.00	0.00	0%	0.00	0.00
49	Light Fixtures for Signs	1,645.70	0.00	0.00	0.00	0.00	0%	1645.70	0.00
50	Wall Mounted Light Fixtures	8,021.97	0.00	0.00	0.00	0.00	0%	0.00	0.00
51	Future Wall Sign J Boxes (5)	1,197.31	0.00	0.00	0.00	0.00	0%	1197.31	0.00
52	8" Roof Drains w/ 6" Pipes	5,028.22	0.00	0.00	0.00	0.00	0%	5028.22	0.00
53	Built-Up Roof System	11,493.92	0.00	0.00	0.00	0.00	0%	11493.92	0.00
54	OTHER:								
55	Alternate for Insulated Storefront Windows & Doors (7) w/ Transom	12,691.47	0.00	0.00	0.00	0.00	0%	12691.47	0.00
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RFR RENTAL LLC

RENOVATION AND ADDITION

6927 MIRAMAR PARKWAY, MIRAMAR, FL 33027

OWNERS REPRESENTATIVE:
ROY MAYNARD
TELEPHONE (954) 471 0050

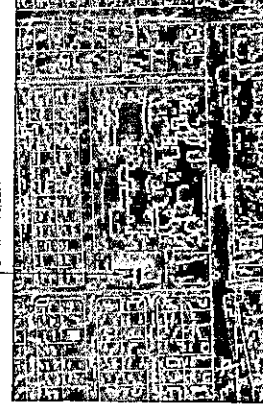
GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE FLORIDA BUILDING CODE 2014 10 EDITION.
2. THE GENERAL CONTRACTOR MUST NOT BE THE BUREAU OF PERMITS AND INSPECTIONS (BPI) FOR THE CONSTRUCTION WORK. THE BUREAU OF PERMITS AND INSPECTIONS (BPI) SHALL BE THE AUTHORITY FOR THE CONSTRUCTION WORK. THE BUREAU OF PERMITS AND INSPECTIONS (BPI) SHALL BE THE AUTHORITY FOR THE CONSTRUCTION WORK. THE BUREAU OF PERMITS AND INSPECTIONS (BPI) SHALL BE THE AUTHORITY FOR THE CONSTRUCTION WORK.
3. CONSTRUCTION SHALL VERIFY ALL DIMENSIONS AND FIELD CONDITIONS OF ANY PROJECTIONS (EVEN, UNLESS OTHERWISE NOTED) SHALL BE VERIFIED BY THE GENERAL CONTRACTOR. ALL WORK IN EXISTING SHALL THEN BE SUPERSEDED BY THE NEW CONSTRUCTION. ALL WORK IN EXISTING SHALL THEN BE SUPERSEDED BY THE NEW CONSTRUCTION. ALL WORK IN EXISTING SHALL THEN BE SUPERSEDED BY THE NEW CONSTRUCTION.
4. WORK SHALL INCLUDE ALL TIE-BACKS AND SET-BACKS INDICATED ON THESE DRAWINGS, UNLESS OTHERWISE NOTED.
5. ALL WORK SHALL BE PERFORMED IN THE BEST STANDARDS OF THE TRADE AND IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL LAWS, ORDINANCES, AND REGULATIONS. ALL WORK SHALL BE PERFORMED IN THE BEST STANDARDS OF THE TRADE AND IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL LAWS, ORDINANCES, AND REGULATIONS. ALL WORK SHALL BE PERFORMED IN THE BEST STANDARDS OF THE TRADE AND IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL LAWS, ORDINANCES, AND REGULATIONS.
6. THE GENERAL CONTRACTOR MUST HAVE IN FORCE FOR THE ENTIRE DURATION OF THE PROJECT, A PROFESSIONAL LIABILITY INSURANCE POLICY. THE GENERAL CONTRACTOR MUST HAVE IN FORCE FOR THE ENTIRE DURATION OF THE PROJECT, A PROFESSIONAL LIABILITY INSURANCE POLICY. THE GENERAL CONTRACTOR MUST HAVE IN FORCE FOR THE ENTIRE DURATION OF THE PROJECT, A PROFESSIONAL LIABILITY INSURANCE POLICY.
7. ALL DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO FIELD VERIFICATION. ALL DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO FIELD VERIFICATION. ALL DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO FIELD VERIFICATION.
8. GENERAL CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS FROM THE JOB SITE AND LEAVE THE BUILDING READY FOR OCCUPANCY. GENERAL CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS FROM THE JOB SITE AND LEAVE THE BUILDING READY FOR OCCUPANCY. GENERAL CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS FROM THE JOB SITE AND LEAVE THE BUILDING READY FOR OCCUPANCY.
9. GENERAL CONTRACTOR TO FURNISH AND INSTALL ALL MATERIALS AND LABOR REQUIRED FOR THE PROJECT. GENERAL CONTRACTOR TO FURNISH AND INSTALL ALL MATERIALS AND LABOR REQUIRED FOR THE PROJECT. GENERAL CONTRACTOR TO FURNISH AND INSTALL ALL MATERIALS AND LABOR REQUIRED FOR THE PROJECT.

INDEX OF DRAWINGS

- A-00 COVER SHEET, EXISTING SITE PLAN & GENERAL NOTES
- CIVIL
 - C-1 STORMWATER POLLUTION PLAN & NOTES
 - C-2 CIVIL PLAN
 - C-3 SIGNAGE & MARKING PLAN
 - C-4 CIVIL DETAILS
 - C-5 CIVIL DETAILS
- LANDSCAPE
 - L-1 TREE SURVEY PLAN
 - L-2 LANDSCAPE PLAN & NOTES
 - L-3 IRRIGATION PLAN & NOTES
- ARCHITECTURAL
 - A-11 SITE PLAN & DETAILS
 - A-21 FLOOR PLAN, REFLECTED CEILING PLAN & DETAILS
 - A-22 ROOF PLAN & DETAILS
 - A-31 PROPOSED EXTERIOR ELEVATIONS
 - A-32 EXISTING EXTERIOR ELEVATIONS
 - A-41 WALL SECTION
 - A-51 WINDOW & DOOR SCHEDULE, DETAILS
- STRUCTURAL
 - S-10 STRUCTURAL NOTES
 - S-20 FOUNDATION PLAN & DETAILS
 - S-30 ROOF FRAMING PLAN & DETAILS
- ELECTRICAL
 - E-1 SITE POWER PLAN & ELECTRICAL ROOM PLAN
 - E-2 ELECTRICAL RISER, SCHEDULE & NOTES

NOTES:
1. SEE SHEET A-00 FOR
2. SEE SHEET A-00 FOR



LOCATION MAP
SCALE: 1" = 100'



ROY MAYNARD
PROFESSIONAL ENGINEER
STATE OF FLORIDA
LICENSE NO. 12345
EXPIRATION DATE: 12/31/2024

SCALE: 1" = 100'

RFR RENTAL LLC
RENOVATION AND ADDITION
6927 MIRAMAR PARKWAY, MIRAMAR, FL 33027

PROJECT NO.: 12345
DATE: 12/31/2024
DRAWN BY: R. MAYNARD
CHECKED BY: R. MAYNARD
SCALE: 1" = 100'

A-00

[illegible]

RIVER CHANNEL

RIVER BANK

Y/M

SCA 11-27

TV3

REC'D - BOD-JACKSON, P.C.
U. P.C. NO. 38550

TEL: (854) 434-8209 FAX: (854) 434-8304
CERTIFICATE OF AUTHORIZATION NUMBER 5287

EROSION &
 SEDIMENT
 CONTROL PLAN
 5

TYPE III

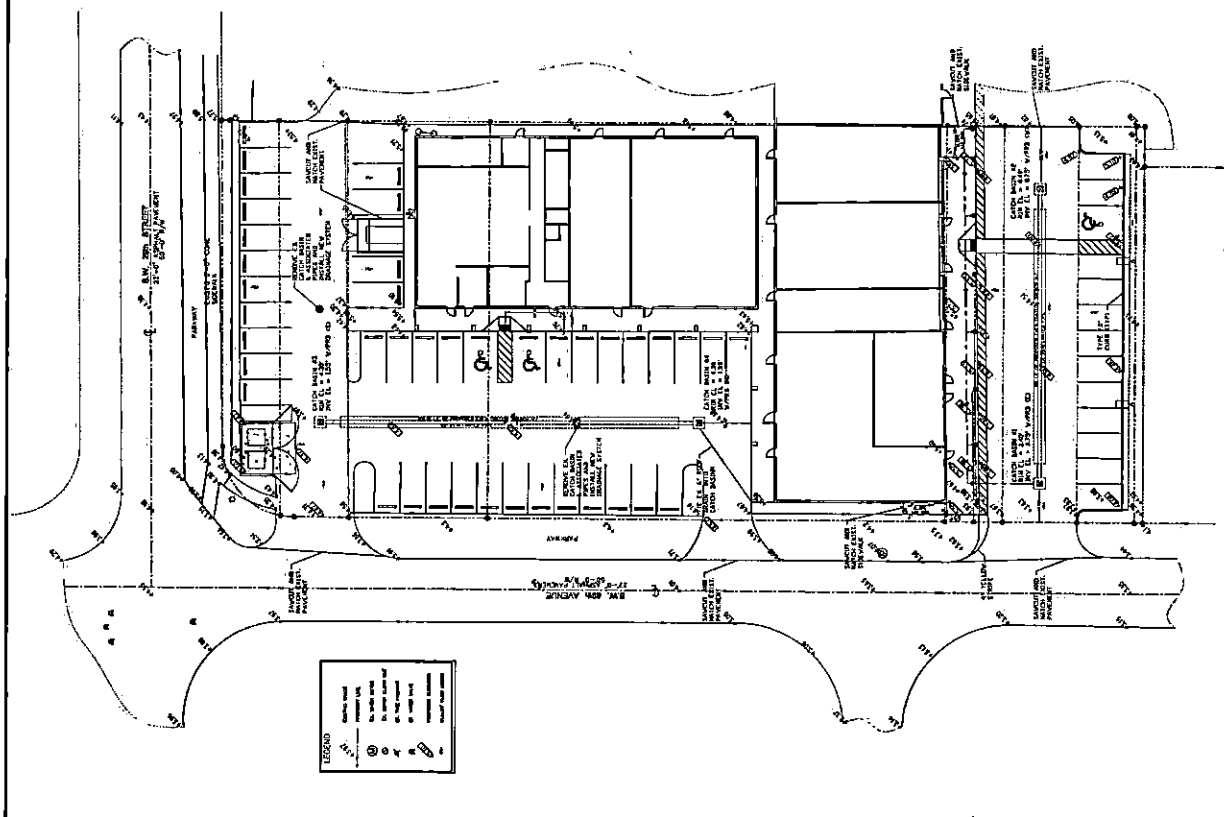
ELEVATION

SECTION

NOTE: FOR SUT FENCE APPLICATIONS AND NOTES,
SEE PAGE 007.

SILT FENCE DETAIL

NOTE: INSTALL FILTER FABRIC UNDER ALL GRATES TO PREVENT SILT AND CONSTRUCTION DEBRIS FROM ENTERING THE SYSTEM.



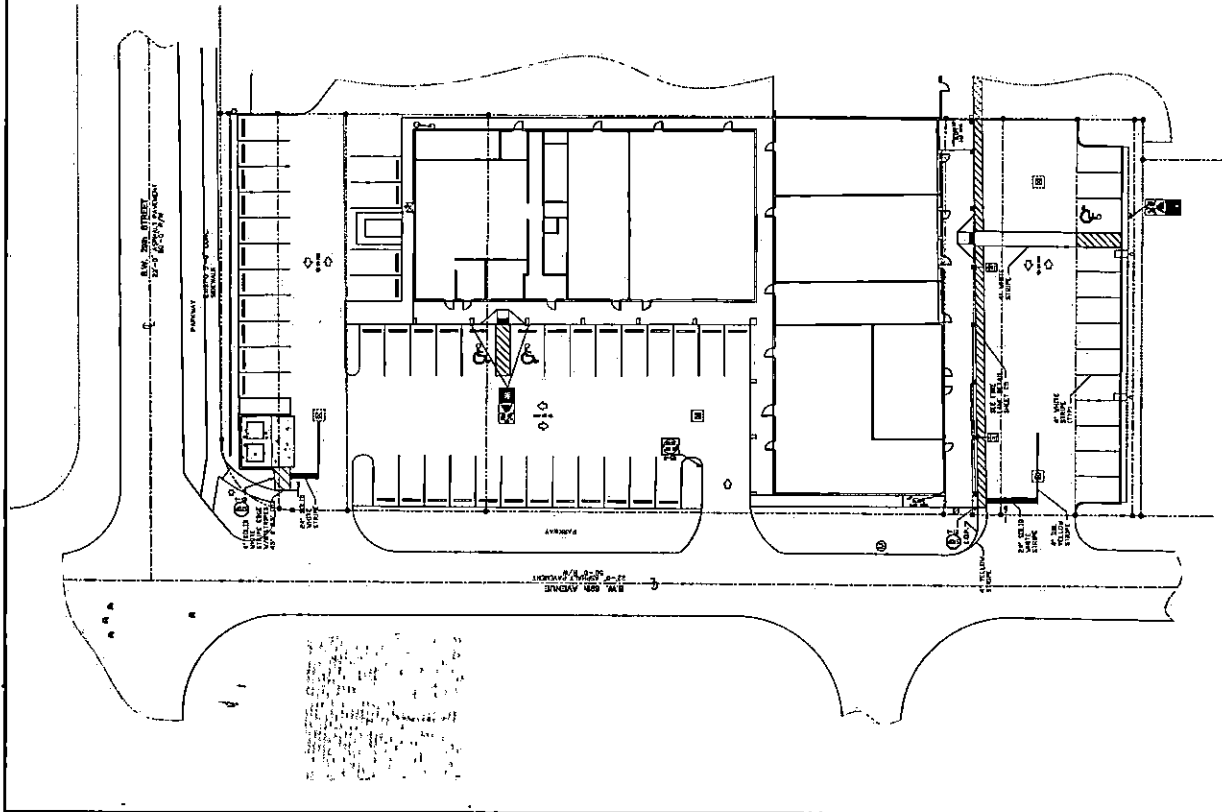
SITE PLAN
SCALE 1:20

GENERAL NOTES:

1. BASE SURVEY WAS PROVIDED BY ROYAL POINT LAND SURVEYORS, INC.
2. ELEVATIONS SHOWN REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1989 (NAVD83).
3. HORIZONTAL AND VERTICAL CONTROL SHALL BE PROVIDED BY THE CONTRACTOR'S SURVEYOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES, STRUCTURES, AND SURVEY MARKERS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ROADS AND DRIVEWAYS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING FENCES AND BARRIERS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SIGNAGE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING LIGHTING.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SECURITY.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ASBESTOS.
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13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PCBs.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING HAZARDOUS WASTE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING CULTURAL RESOURCES.
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100. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING HISTORIC REMAINS.

SPECIFIC NOTES:

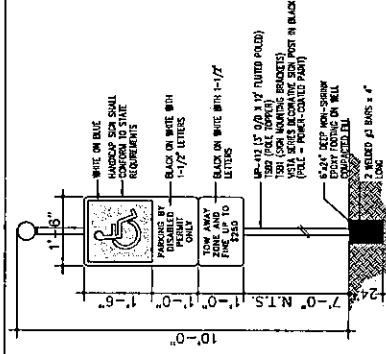
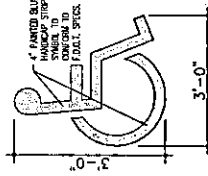
1. REMOVE EXISTING DITCH BASINS AND ASSOCIATED PIPES.
2. INSTALL PROPOSED FRENCH DRAIN SYSTEMS AND RITE CATCH BASINS.
3. SHOOT AND REMOVE EXISTING SEWERLINES WHERE INDICATED.
4. FORM AND REINFORCE EXISTING SEWERLINES WHERE INDICATED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ALL DRAINAGE AND ACCESS ARE ADEQUATE.
5. REMOVE WHEEL STOPS, SLOTTED ASPHALT WHERE INDICATED AND WELLS 1 INCH OF ASPHALT.
6. REMOVE EXISTING AND DEPRESSURED AREA WITH UNDERLAYER BASE MATERIALS AND APPLY A NEW GRADE.
7. REINFORCE 1-1/2 INCH ADJUSTING CRACKS AS INDICATED ON PLANS.
8. IF THE CONTRACTOR DISCOVERS TO INSURE RUNOFF INTO THE DITCH BASINS.
9. LOWER SWALES ADJACENT TO THE DRIVEWAY TO PROVIDE FOR RUNOFF CURRENTLY PONDING AT THE ENTRANCES.
10. INSTALL STRIPPING AND WHEEL STOPS AS INDICATED ON PLANS.
11. THE CONTRACTOR SHALL MAINTAIN A CLEAN SITE AT ALL TIMES. THE REMOVAL AND DISPOSAL OF ALL WASTE MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR.



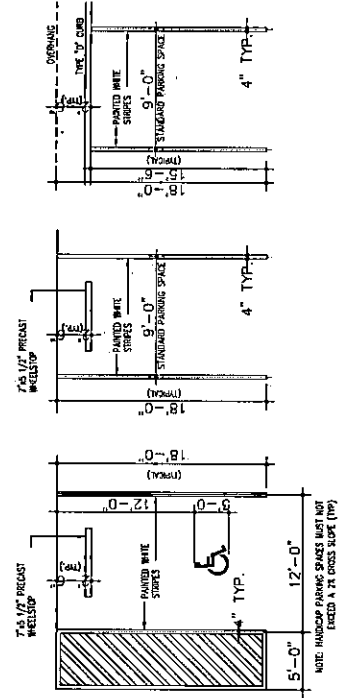
SIGNING & MARKING PLAN
SCALE: 1/2" = 10'

SPECIFIC SIGNING & MARKING NOTES:

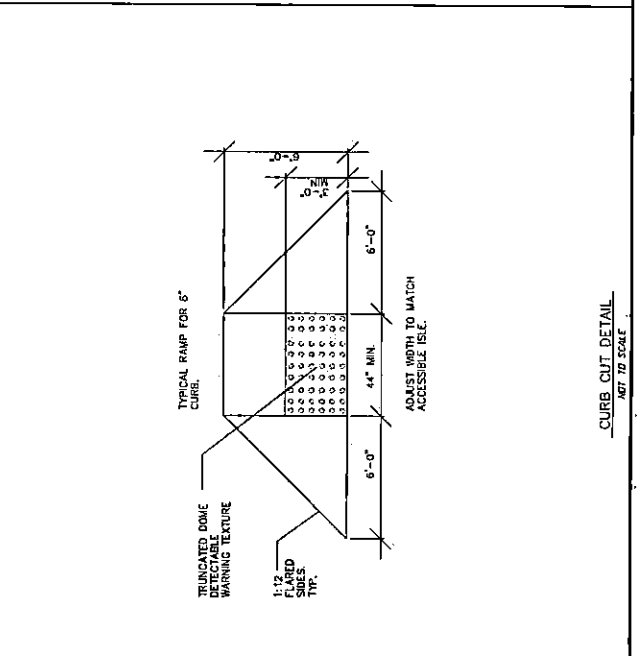
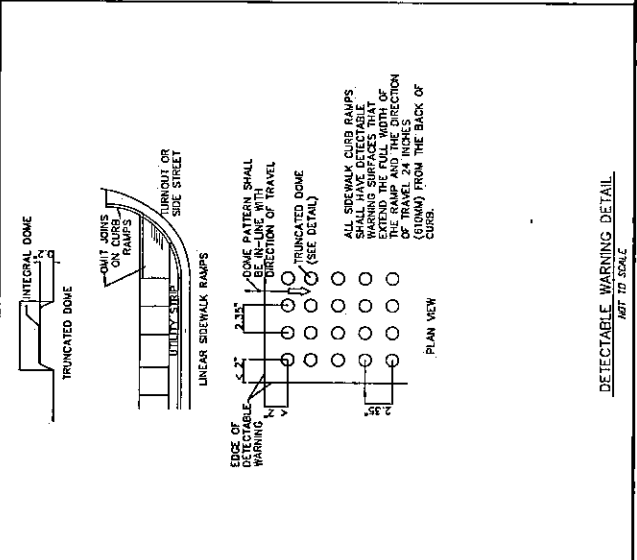
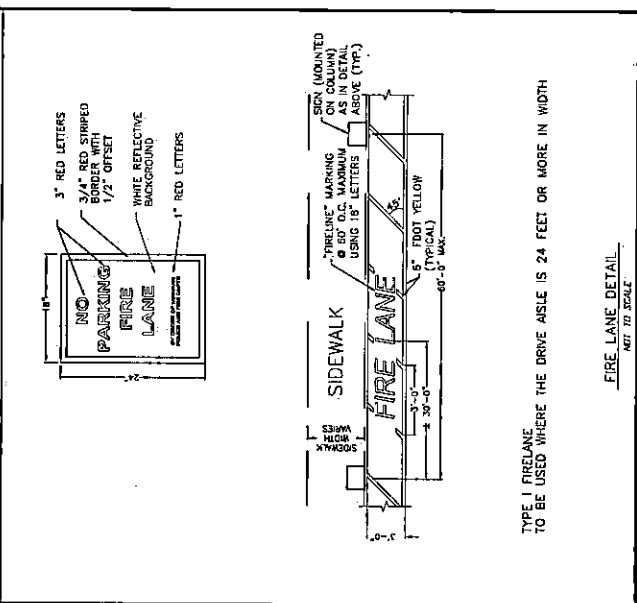
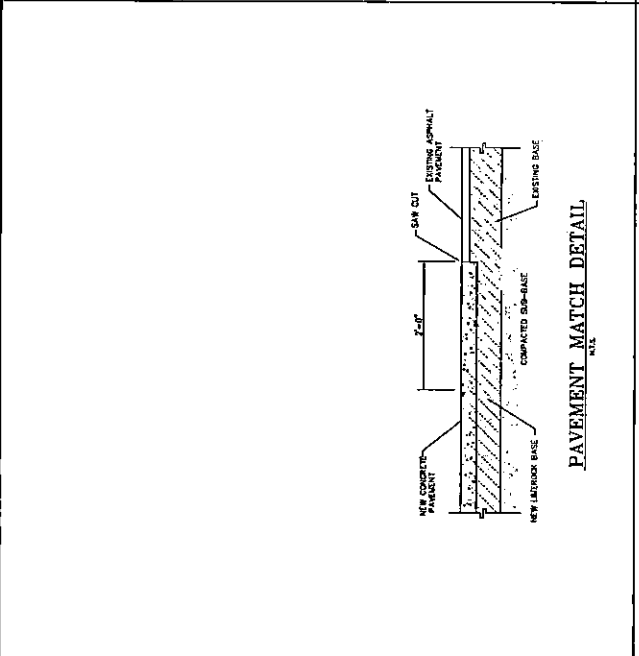
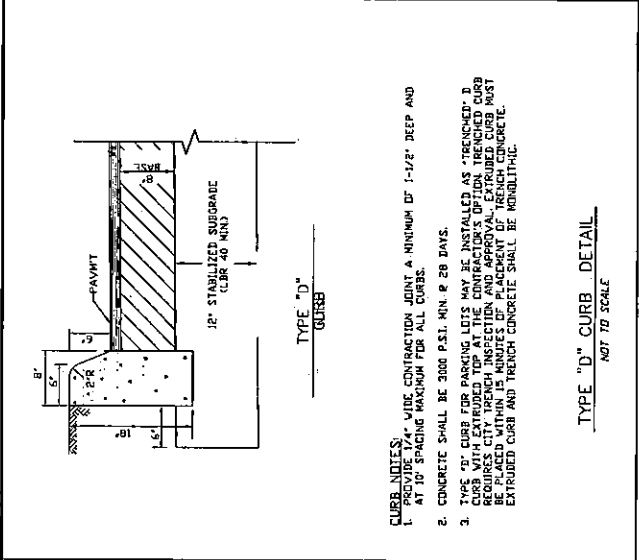
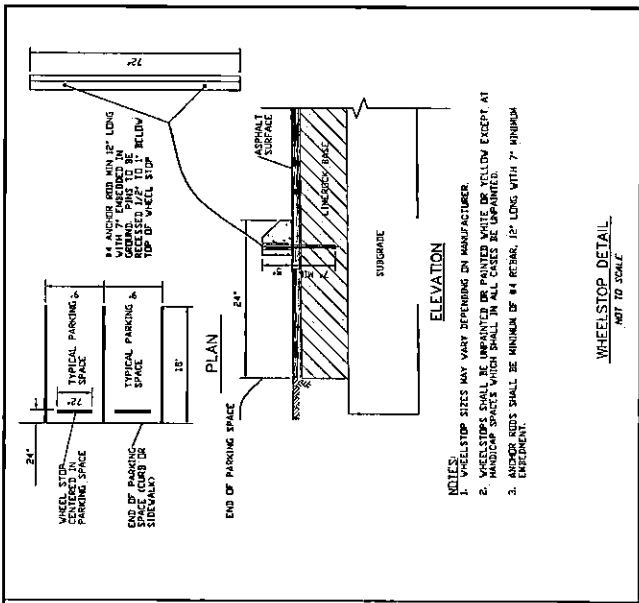
1. INSTALL SIGNS, STRIPPING AND SHEET STOPS AS INDICATED ON PLANS.
2. ALL STOP MARKS SHALL BE THERMOPLASTIC. ALL OTHER STRIPPING SHALL BE 400% REFLECTIVE PAINT.
3. ALL SIGNS SHALL BE HIGH INTENSITY.
4. ALL PROVIDED SIGN POSTS SHALL BE VISTA SERIES BECOMING, POWER-COATED PAINTED IN BLACK.

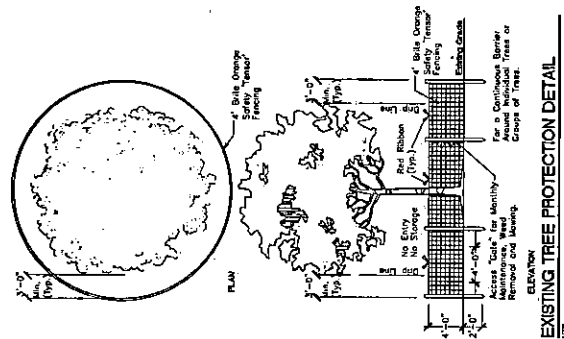


HC SYMBOL & SINGAGE
N.T.S.



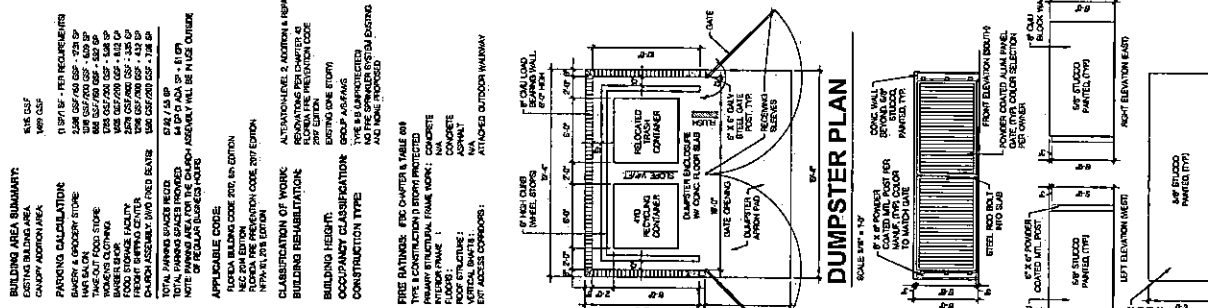
PARKING STALLS DETAILS
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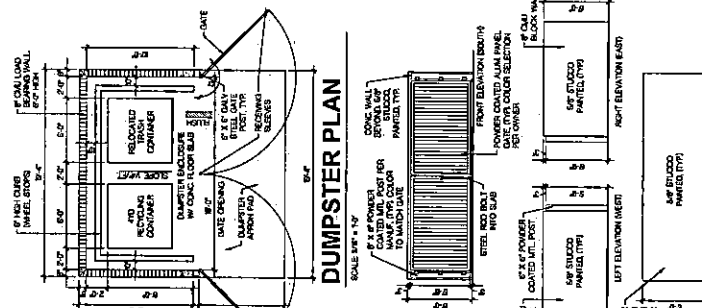




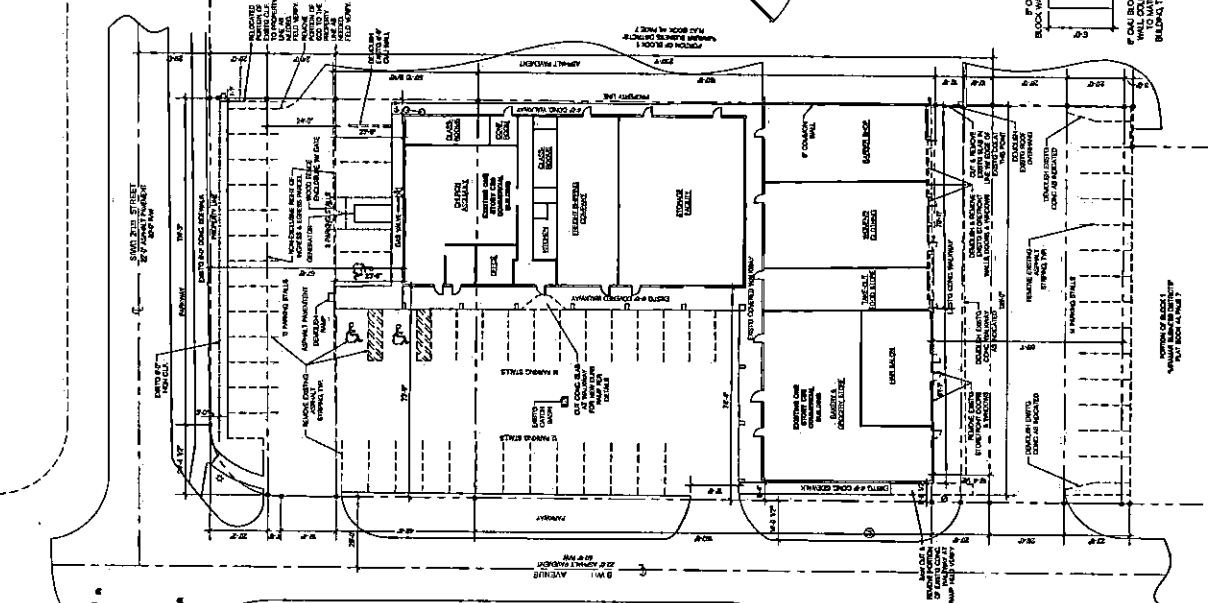
PROPOSED SITE PLAN



DUMPSTER PLAN



DUMPSTER ELEVATIONS



EXISTING SITE / DEMO PLAN

EXISTING EXTERIOR WALLS
EXISTING INTERIOR PARTITIONS
4" PARTITION WITH 3/4" METAL C STUDS @ 24" O.C.
1/2" DRYWALL BOTH SIDES
8" CONCRETE MASONRY UNIT
8" CONCRETE MASONRY UNIT W/ CONC. TIE COLUMN

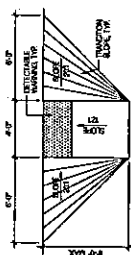
LESLIE MAR BLUMENSOHN DISTRICT 44-7 B N 229.87 OF S 478.27 OF W 128.37 BLK 1
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BLK 1N 448.92 TO PAC NELLY 478 TO POB CONT NELLY 542.5 IN 242.530,W
128.52 TO POB BLK 1

7. PROVIDE NEW HATCH RESURGENT ELEVATION WINDINGS AND DOORS TO BALCONY TO FACILITATE PARKWAY WALK TO CONCOURSE ROOF TOP
8. PROVIDE NEW HATCH RESURGENT ELEVATION WINDINGS AND DOORS AT FRONT OF BUILDING
9. COVERED LANDSCAPE WITH A SUBSTANTIAL LAMPOURNAH
10. REPAIR ON SERVICES AND LANDSCAPES AND BUILDING DOWNSIDE
11. PROVIDE NEW HATCH RESURGENT ELEVATION WINDINGS AND DOORS TO BALCONY TO FACILITATE PARKWAY WALK TO CONCOURSE ROOF TOP
12. PROVIDE NEW HATCH RESURGENT ELEVATION WINDINGS AND DOORS TO BALCONY TO FACILITATE PARKWAY WALK TO CONCOURSE ROOF TOP
13. PROVIDE NEW HATCH RESURGENT ELEVATION WINDINGS AND DOORS TO BALCONY TO FACILITATE PARKWAY WALK TO CONCOURSE ROOF TOP
14. PROVIDE NEW HATCH RESURGENT ELEVATION WINDINGS AND DOORS TO BALCONY TO FACILITATE PARKWAY WALK TO CONCOURSE ROOF TOP
15. PROVIDE NEW HATCH RESURGENT ELEVATION WINDINGS AND DOORS TO BALCONY TO FACILITATE PARKWAY WALK TO CONCOURSE ROOF TOP
16. PROVIDE NEW HATCH RESURGENT ELEVATION WINDINGS AND DOORS TO BALCONY TO FACILITATE PARKWAY WALK TO CONCOURSE ROOF TOP
17. PROVIDE NEW HATCH RESURGENT ELEVATION WINDINGS AND DOORS TO BALCONY TO FACILITATE PARKWAY WALK TO CONCOURSE ROOF TOP
18. PROVIDE NEW HATCH RESURGENT ELEVATION WINDINGS AND DOORS TO BALCONY TO FACILITATE PARKWAY WALK TO CONCOURSE ROOF TOP
19. PROVIDE NEW HATCH RESURGENT ELEVATION WINDINGS AND DOORS TO BALCONY TO FACILITATE PARKWAY WALK TO CONCOURSE ROOF TOP
20. PROVIDE NEW HATCH RESURGENT ELEVATION WINDINGS AND DOORS TO BALCONY TO FACILITATE PARKWAY WALK TO CONCOURSE ROOF TOP

SITE DATA	DESCRIPTION	REQUIRED	PROVIDED
B-2 COMMUNITY BUSINESS DISTRICT GROSS LOT AREA: 37,281 SF. AH ADDRESS: 6726 N 180 AVE 4627 NORTH HAVEN BROWARD COUNTY, FL 33646 FLOOD ZONE: FEAR PARCEL # BASE FLOOD ELEV & PROPOSED F.F.E.			

EXISTING CONSTRUCTION TO BE REMOVED

EXISTING CONSTRUCTION TO REMAIN

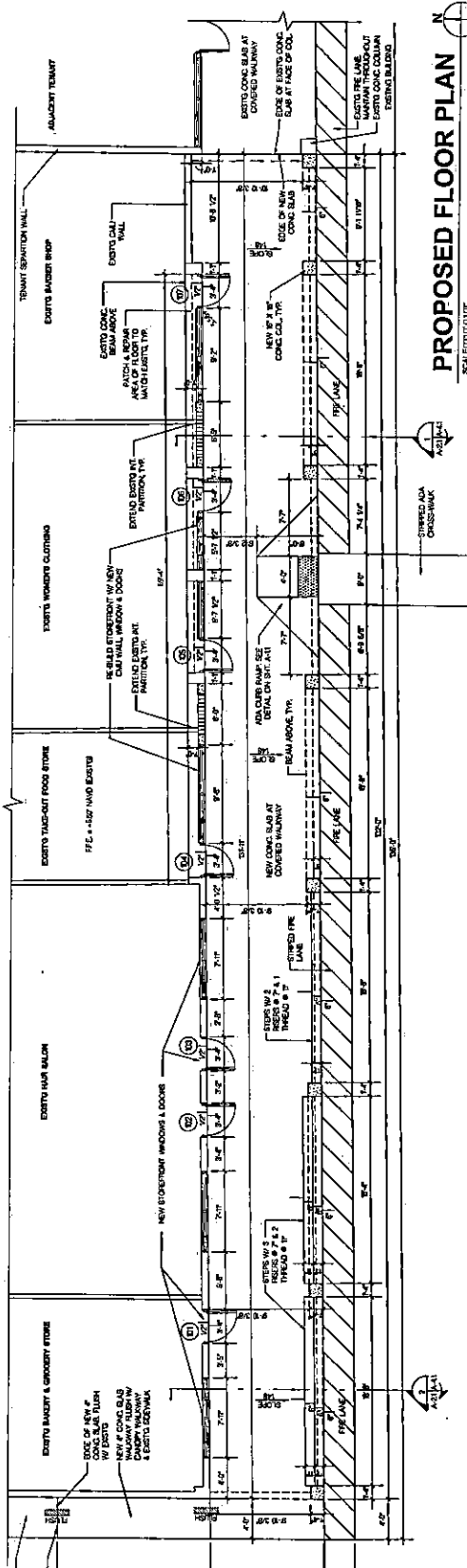
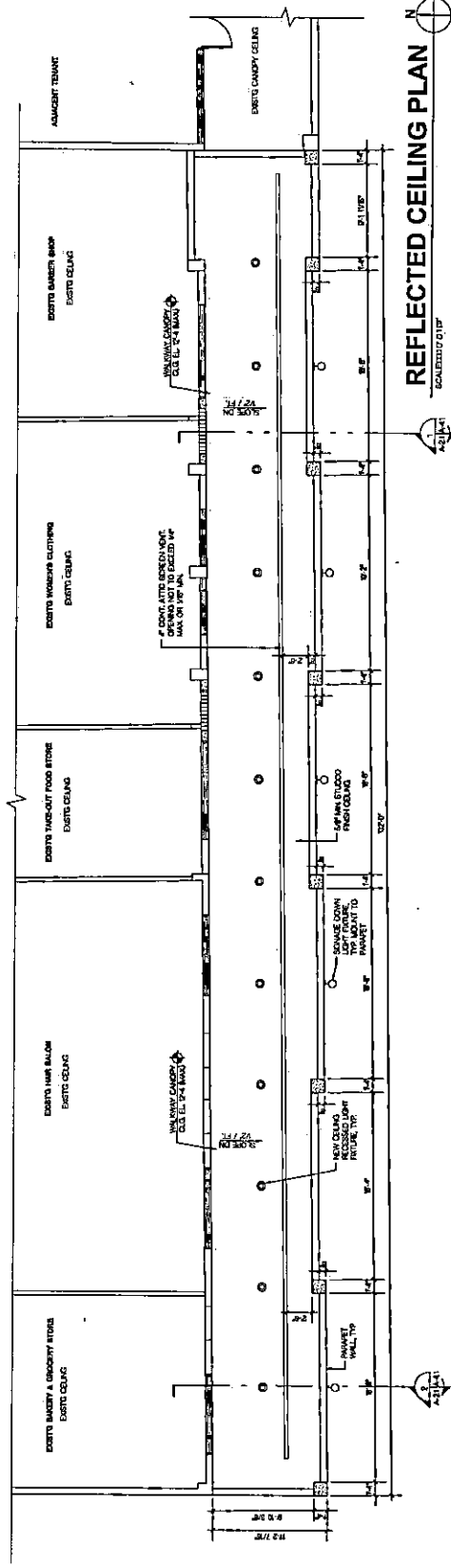
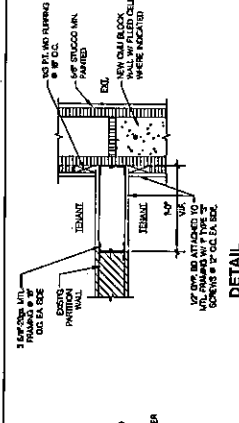
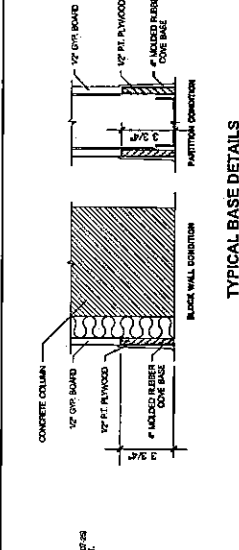
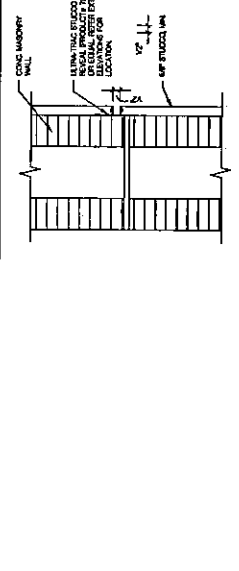
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RAMP DETAIL. (TYP.)

SCALE ON THE Y AXIS

LEGEND

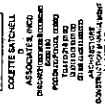
- EXISTING EXTERIOR WALLS
- EXISTING INTERIOR PARTITIONS
- # CONCRETE MASONRY UNIT
- # PARTITION WITH 1/2" METAL C CHANNELS @ 24" O.C.
- # 12" CONCRETE COLUMN
- # 12" STUCCO CEILING OVER 1/2" LATH
- DOWNLIGHT FIXTURES
- TRAILER LIGHT
- TRAILER



RFR RENTAL LLC
RENOVATION AND ADDITION
120 MIRAMAR PARKWAY, MIRAMAR, CA 91802

PROJECT NO.: 1905
DATE: 01/15/19
DRAWN BY: JAL
CHECKED BY: JAL
APPROVED BY: JAL

A-2.1



FROM: TONYA M. HODGINS
TO: JIMMYE

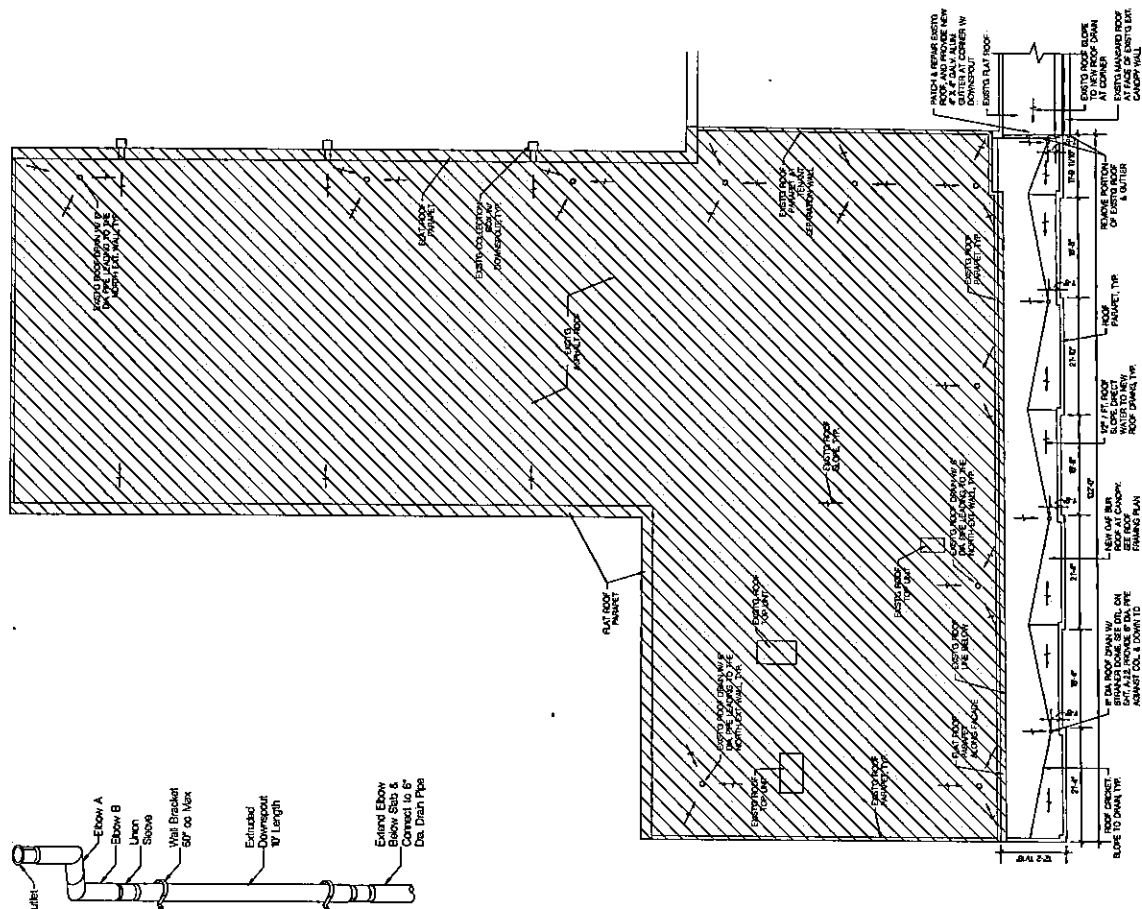
COLLECTOR'S NAME

• 1900: ESTABLISHED
• 1900: ESTABLISHED
• 1900: ESTABLISHED

A-2.2

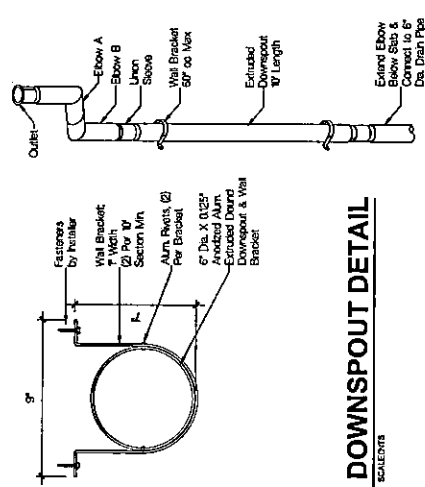
ROOF PLAN

SCALE 0100



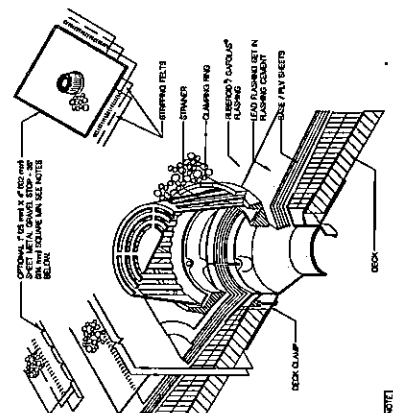
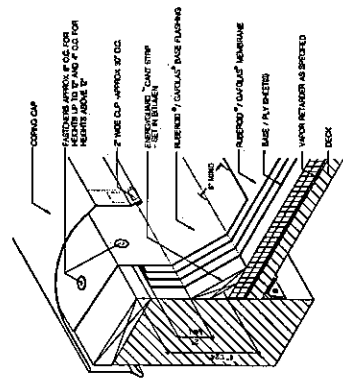
DOWNSPOUT DETAIL

SCALED ONTS



ROOF DRAIN DETAIL

SCALETS

[illegible]

NOTE: 1. WHEN PARAMET WALL DOBBES 2" IN HEIGHT, REFER TO DETAIL MBS-14 IN EACH PARAMET WALL.
2. MASONRY WALLS TO BE FINISHED PRIOR TO PLUMBING. WOOD WALLS REQUIRE BASE SHEET WALLED TO 1/2" OFF TOP AND CLAS AND 6" OUT. OUTLINE THE FIELD OF THE BASE SHEET ON THE WALL.
3. A JOIST PATTERN TURNED OVER A MINIMUM OF 1/2" THICK (OF THICKNESS OF WALL) MUST BE USED TO HOLD THE WALLS IN PLACE.
4. IN WALL QUANTITIES, SYSTEMS MUST MAKE A BASE PAY. REFER TO MBS-14 FOR DETAILS OF ALL 2" AND 4" WALL QUANTITIES.

BASE FLASHING DETAIL

SCALE INCHES



CONCRETE & STEEL
ASSOCIATES INC.
10000 MIRAMAR PARKWAY, SUITE 100
MIRAMAR, CA 92020
TEL: (619) 441-1111
WWW.CONCRETE-STEEL-ASSOCIATES.COM

DATE: 11/11/2010
BY: J. B. BROWN

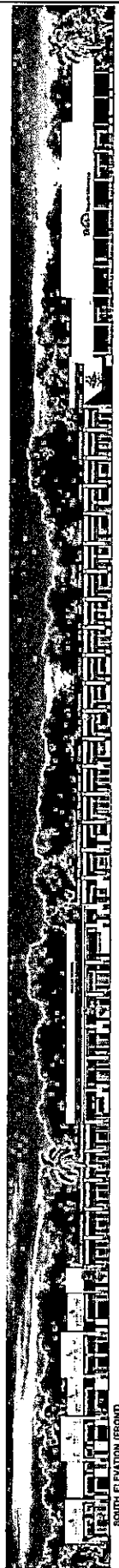
RFR RENTAL LLC
RENOVATION AND ADDITION
10000 MIRAMAR PARKWAY, SUITE 100
MIRAMAR, CA 92020

PROJECT LOCATION:
10000 MIRAMAR PARKWAY, SUITE 100
MIRAMAR, CA 92020
SHEET NO.: 101
DATE: 11/11/2010
BY: J. B. BROWN

A-3.1

PROPOSED ELEVATIONS (PARTIAL)

SCALE: 3/8" = 1'-0"



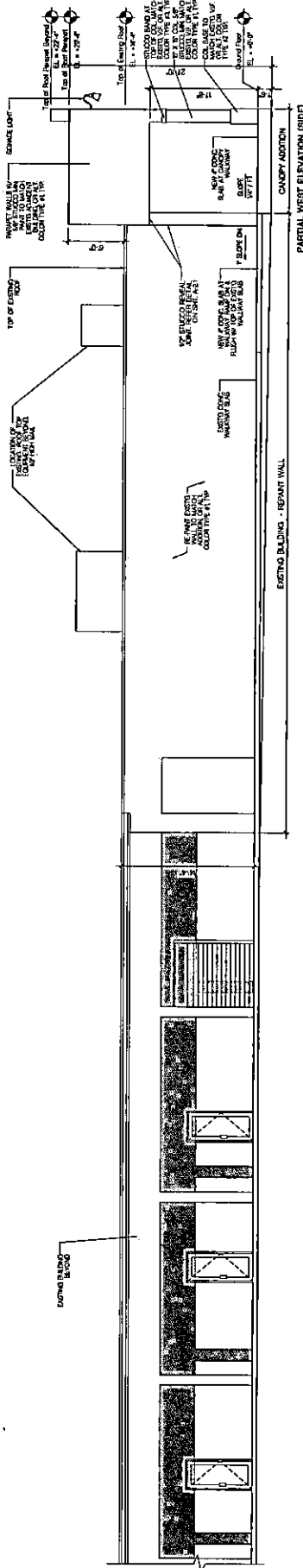
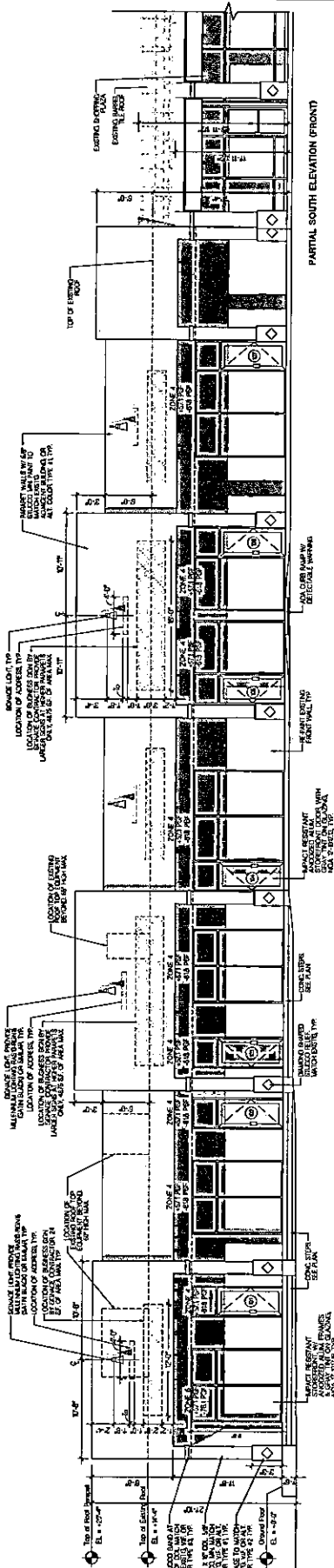
SOUTH ELEVATION (FRONT)



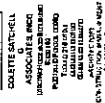
WEST ELEVATION (SIDE)

PROPOSED ELEVATIONS (OVERALL)

SCALE: 3/8" = 1'-0"



PARTIAL WEST ELEVATION (SIDE)



CONTACT INFORMATION

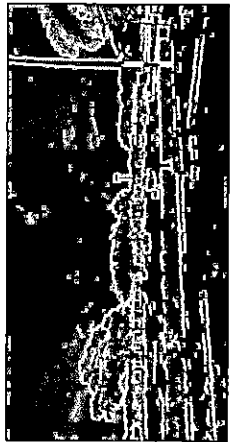
HFR RENTAL LLC
RENOVATION AND ADDITION
020 MIRAMAR PARKWAY, MIRAMAR, FL 00020

PROJECT NAME: 100% CONSTRUCTION EXCLUSIONS	DATE: AUGUST 12, 2018
	FILED IN: 100% CONSTRUCTION EXCLUSIONS
	100% CONSTRUCTION EXCLUSIONS

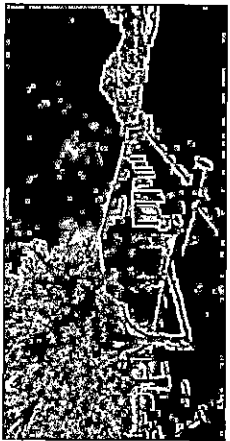
A-3.2



SOUTH EAST ELEVATION



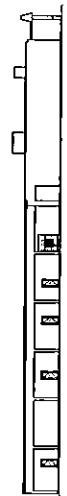
SOUTH ELEVATION



SOUTH WEST ELEVATION



SOUTH ELEVATION (FRONT)

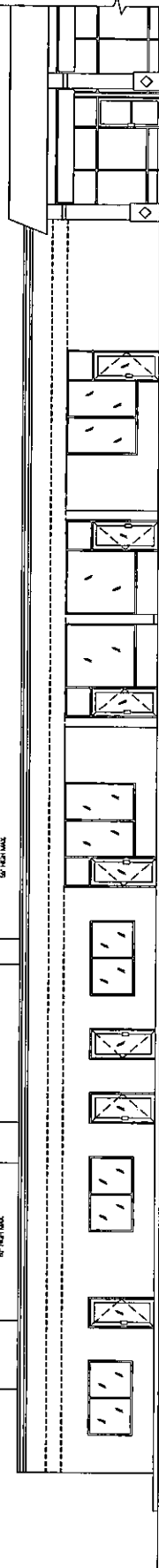


WEST ELEVATION (SIDE)

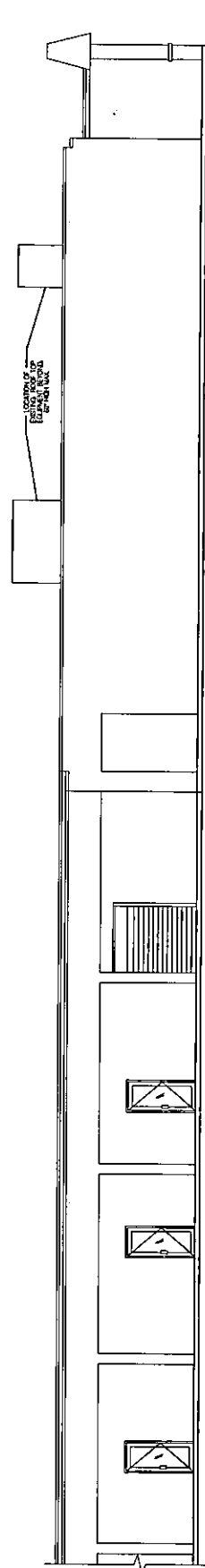
EXISTING ELEVATIONS (OVERALL)

SALE: NT\$

LOCATION OF TYPING ROOM TOP FLOOR BEYOND



SOUTH ELEVATION (FRONT)

 TEST ELEVATION (SIDE) |

EXISTING ELEVATIONS (PARTIAL)

DATE OF POST





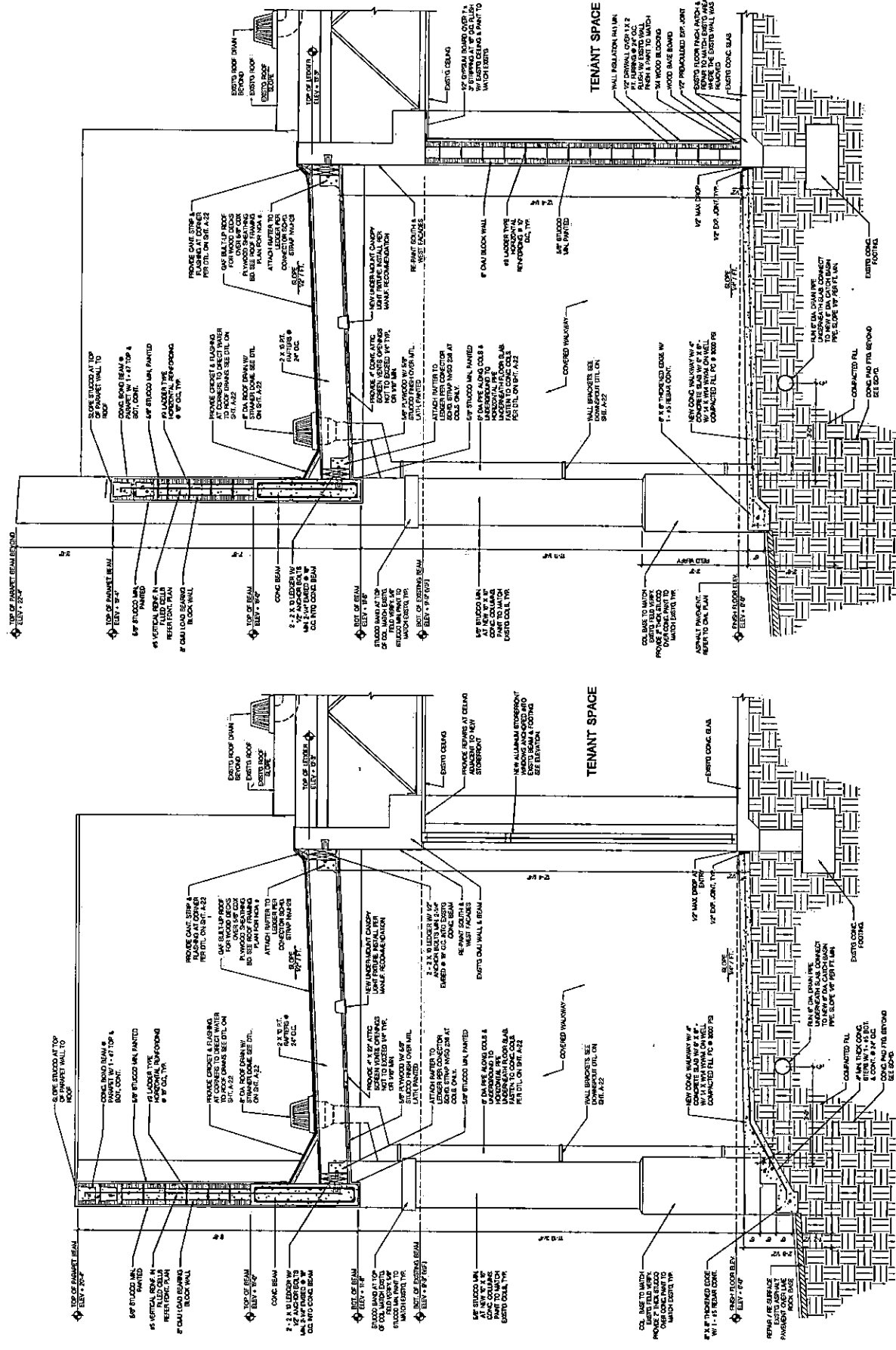
ARCHITECT
RFR RENTAL LLC
1000 MIRAMAR PARKWAY, MIRAMAR, FL 32550
TEL: 904.833.1234
FAX: 904.833.1235
WWW.RFRRENTAL.COM

PROJECT: RFR RENTAL LLC
1000 MIRAMAR PARKWAY, MIRAMAR, FL 32550
DATE: 11/11/2010
BY: J. L. BROWN

RFR RENTAL LLC RENOVATION AND ADDITION

PROPOSED
RENOVATION AND
ADDITION
TOTAL AREA: 10,000 SQ. FT.
DATE: 11/11/2010
BY: J. L. BROWN

A-4.1



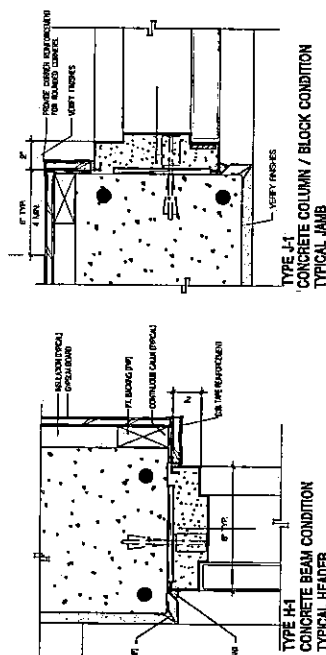
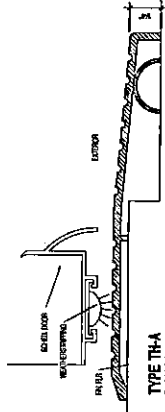
WALL SECTION
SCALE: 1/4\"/>

WALL SECTION
SCALE: 1/4\"/>

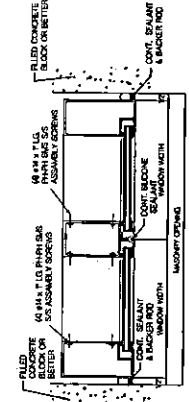
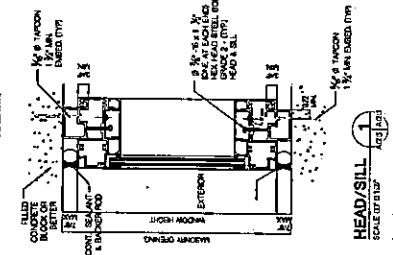
- NOTES:**
1. DOOR RELIANCE ANCHORAGE FOR ANY LATCH SHALL BE LOCATED AT LEAST 14" AND NOT MORE THAN 48" ABOVE FINISHED FLOOR.
 2. DOOR SHALL BE OPERABLE WITH NOT MORE THAN ONE RELIABLE OPERATION.
 3. PROVIDE DOOR STOP BY STANLEY MODEL CO. OR APPROVED EQUAL.
 4. THE HEIGHT OF THRESHOLD SHALL NOT BE GREATER THAN 1/2" MAX.
 5. THE BUILDING ENTRANCE SHALL COMPLY WITH 614 OF THE IBC (2003) EDITION ACCESSIBILITY.
 6. EXISTING DOORS SHALL BE REINFORCED AT ALL TIMES AND SHALL NOT REQUIRE THE USE OF SPECIAL KEY. MONITORING OF TOLERANCE PER IBC IN CHAPTER 1.
 7. EXISTING GLASS DOORS SHALL BE CATEGORY 1 SAFETY GLASS. GLASS PANELS ADJACENT TO DOORS SHALL BE CATEGORY 1 SAFETY GLASS.

HARDWARE

- GROUP #1
 a LOCKSET
 b THRESHOLD
 c DOOR STOP



DOOR, WINDOW SCHEDULES & DETAILS

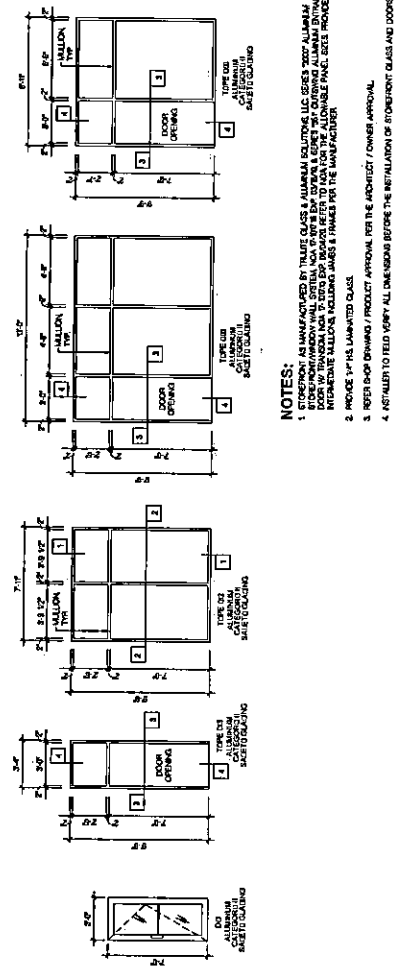


HEAD/SILL
 SCALE 1/8" = 1'-0"

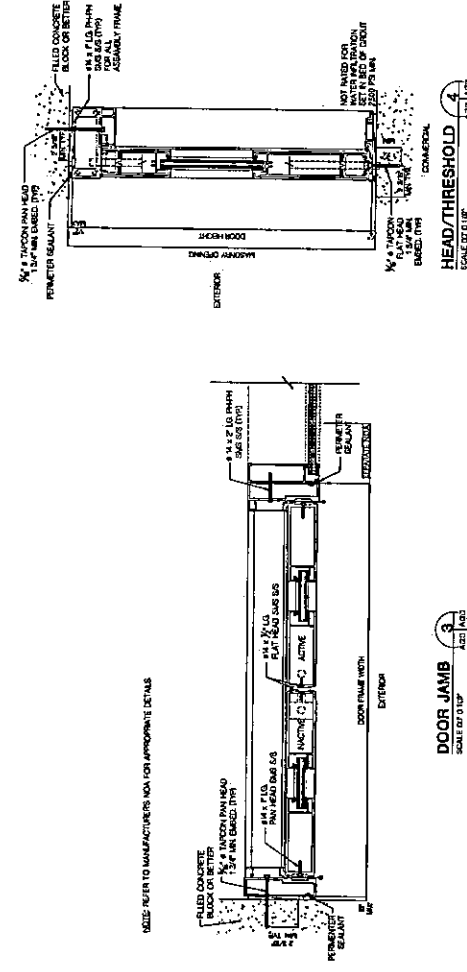
JAMB
 SCALE 1/8" = 1'-0"

DOOR AND FRAME SCHEDULE

LOCATION	SPACE NAME	WIDTH	HEIGHT	DOORS				FRAMES				REMARKS
				FINISH	COMPOSITION	TYPE	FINISH	FINISH	COMPOSITION	TYPE	FINISH	
101	SPACE D	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"
102	SPACE D	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"
103	SPACE D	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"
104	SPACE D	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"
105	SPACE D	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"
106	SPACE D	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"
107	SPACE D	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"
108	SPACE D	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"
109	SPACE D	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"
110	SPACE D	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"	10'0"



STOREFRONT DOOR & FRAME TYPES



DOOR JAMB
 SCALE 1/8" = 1'-0"

HEAD/THRESHOLD
 SCALE 1/8" = 1'-0"

A-5.1

RFR RENTAL LLC
 RENOVATION AND ADDITION
 120 MIRAMAR PARKWAY, MIRAMAR, FL 33020

DATE: AUGUST 11, 2018
 BY: RFR
 CHECKED: RFR
 APPROVED: RFR

CREATED: RFR
 MODIFIED: RFR
 APPROVED: RFR
 CHECKED: RFR
 DATE: AUGUST 11, 2018



ROOF VENTILATION :
SCALE AS SHOWN
REQUIRED : 1000 CFM PER 1000 SQ. FT.
PROVIDED : 1000 CFM PER 1000 SQ. FT.

REINFORCEMENT SCHEDULE
MARK TYPE SIZE TOP BOTTOM MIDDLE STRIPS COMMENTS

REINFORCEMENT SCHEDULE
MARK TYPE SIZE TOP BOTTOM MIDDLE STRIPS COMMENTS

REINFORCEMENT SCHEDULE
MARK TYPE SIZE TOP BOTTOM MIDDLE STRIPS COMMENTS

REINFORCEMENT SCHEDULE
MARK TYPE SIZE TOP BOTTOM MIDDLE STRIPS COMMENTS

REINFORCEMENT SCHEDULE
MARK TYPE SIZE TOP BOTTOM MIDDLE STRIPS COMMENTS

REINFORCEMENT SCHEDULE
MARK TYPE SIZE TOP BOTTOM MIDDLE STRIPS COMMENTS

REINFORCEMENT SCHEDULE
MARK TYPE SIZE TOP BOTTOM MIDDLE STRIPS COMMENTS

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MARK TYPE SIZE TOP BOTTOM MIDDLE STRIPS COMMENTS

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MARK TYPE SIZE TOP BOTTOM MIDDLE STRIPS COMMENTS

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MARK TYPE SIZE TOP BOTTOM MIDDLE STRIPS COMMENTS

REINFORCEMENT SCHEDULE
MARK TYPE SIZE TOP BOTTOM MIDDLE STRIPS COMMENTS

REINFORCEMENT SCHEDULE
MARK TYPE SIZE TOP BOTTOM MIDDLE STRIPS COMMENTS

REINFORCEMENT SCHEDULE
MARK TYPE SIZE TOP BOTTOM MIDDLE STRIPS COMMENTS

REINFORCEMENT SCHEDULE
MARK TYPE SIZE TOP BOTTOM MIDDLE STRIPS COMMENTS

REINFORCEMENT SCHEDULE
MARK TYPE SIZE TOP BOTTOM MIDDLE STRIPS COMMENTS

REINFORCEMENT SCHEDULE
MARK TYPE SIZE TOP BOTTOM MIDDLE STRIPS COMMENTS

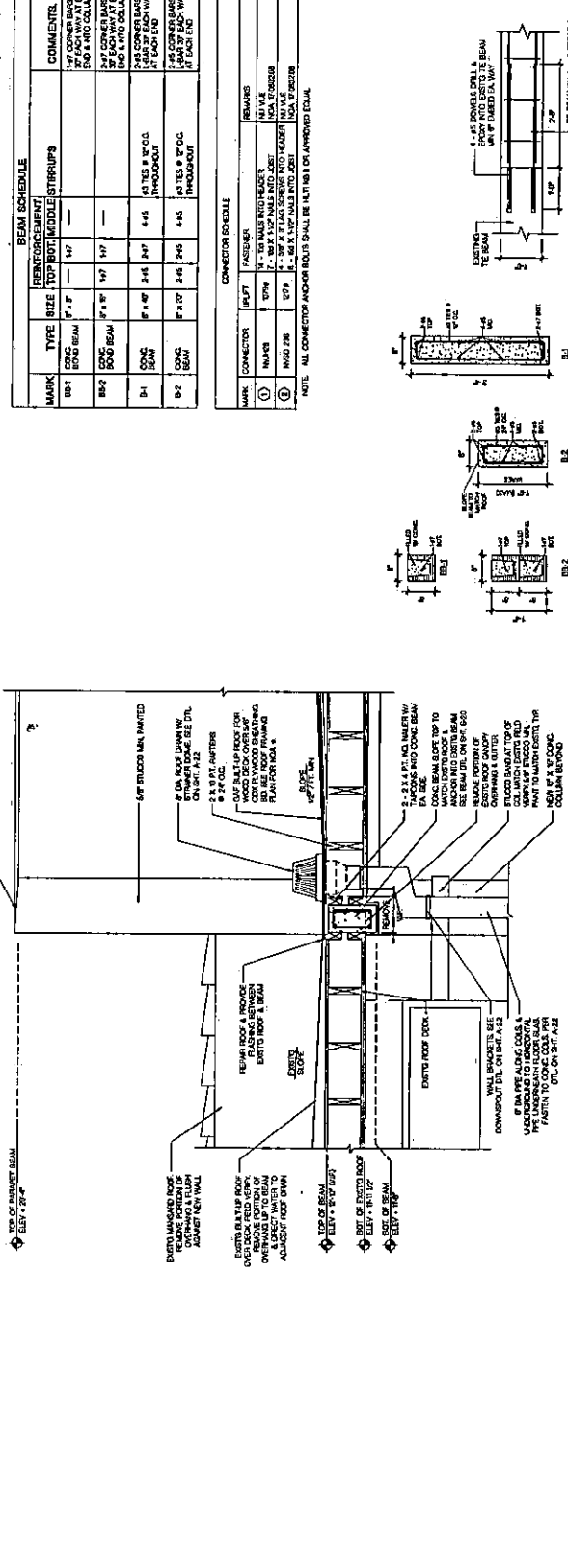
REINFORCEMENT SCHEDULE
MARK TYPE SIZE TOP BOTTOM MIDDLE STRIPS COMMENTS

REINFORCEMENT SCHEDULE
MARK TYPE SIZE TOP BOTTOM MIDDLE STRIPS COMMENTS

REINFORCEMENT SCHEDULE
MARK TYPE SIZE TOP BOTTOM MIDDLE STRIPS COMMENTS

ROOF PARAPET DETAIL

SCALE 3/4" = 1'-0"



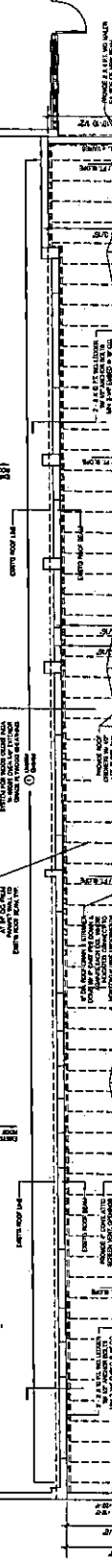
BEAM DETAILS

SCALE 3/4" = 1'-0"



TIE-BEAM DETAIL

SCALE 3/4" = 1'-0"

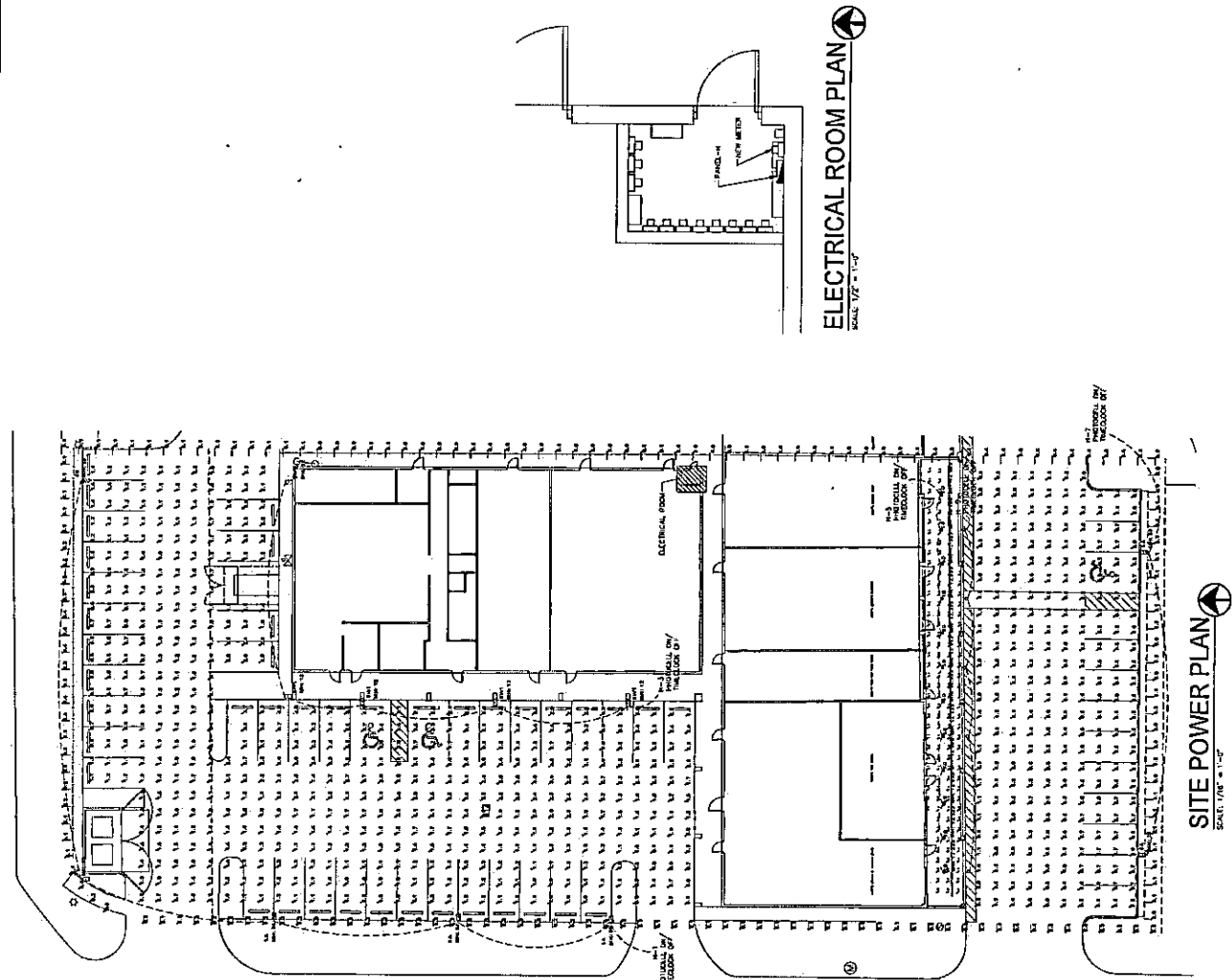


S-3.0

ROOF FRAMING PLAN

SCALE 3/8" = 1'-0"

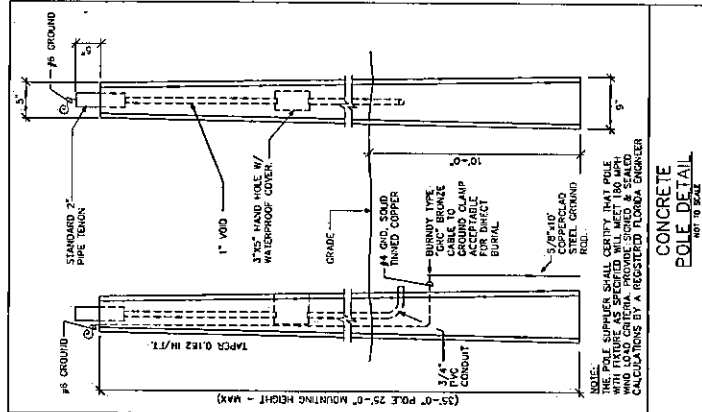




SITE POWER PLAN
SCALE: 1/8" = 1'-0"

[illegible]

"05X0" FIXTURE "DETAIL"

[illegible]

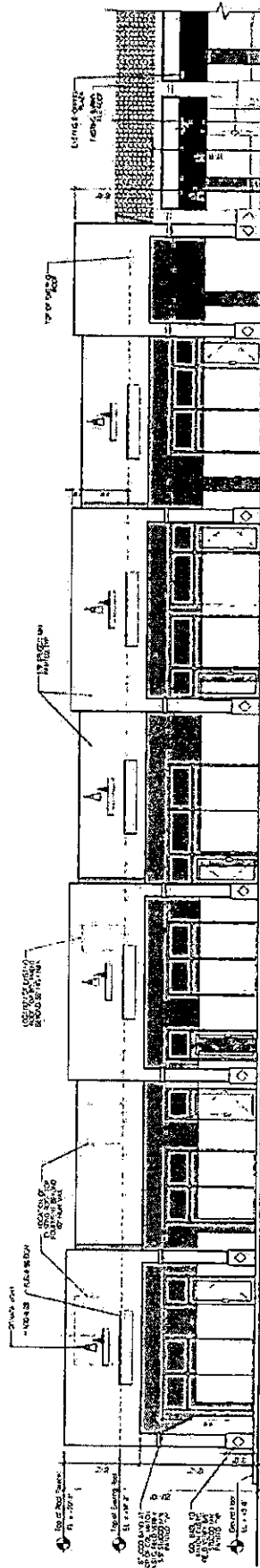
CONCRETE
POLE DETAIL

Attachment 1

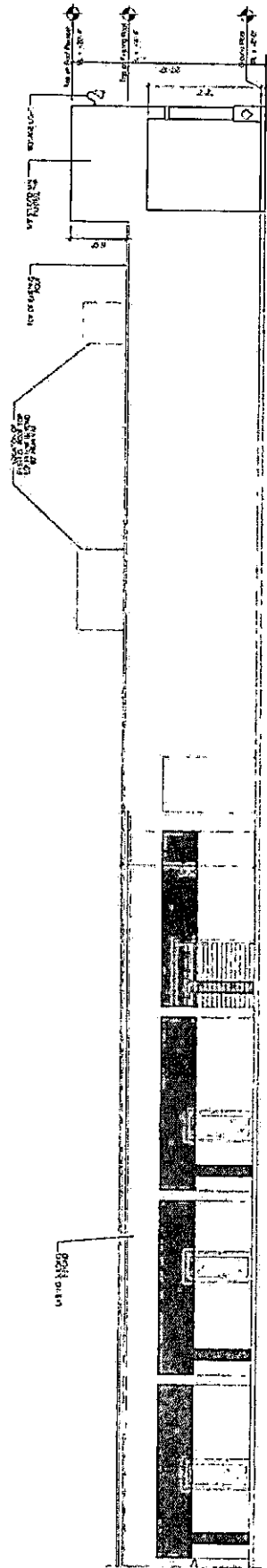


PROPOSED ELEVATIONS (OVERALL)

SCALE 1/8" = 1'-0"



PARTIAL SOUTH ELEVATION (FRONT)



PARTIAL WEST ELEVATION (SIDE)

PROPOSED ELEVATIONS (PARTIAL)

SCALE 1/8" = 1'-0"

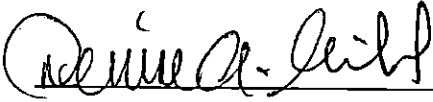
A-3.1

RR RENTAL LLC
RENOVATION AND ADDITION
6927 MIRAMAR PARKWAY, MIRAMAR, FL 33027

Certificate of Filing for a Resolution

CERTIFICATE OF FILING

I, Denise A. Gibbs, as City Clerk of the City of Miramar, a Florida Municipal Corporation, hereby certify that this fully executed Resolution No. 19-25 was filed in the records of the City Clerk this 15th day of November, 2018.

A handwritten signature in black ink, appearing to read "Denise A. Gibbs", is written over a horizontal line.

Print Name: Denise A. Gibbs

Print Title: City Clerk

EXHIBIT B
AMENDMENT TO CONSTRUCTION AGREEMENT
BETWEEN CITY OF MIRAMAR; RFR RENTAL, LLC AND COSUGAS, LLC

This TRI-PARTY AMENDMENT to the Construction Agreement (the "Amendment") is dated _____, 2019 (the "Amendment Effective Date"), and is between CITY OF MIRAMAR, a Florida municipal corporation, through its City Commission ("City"), RFR RENTAL, LLC, a Florida Limited Liability Company ("Grantee") and COSUGAS, LLC, a Florida Limited Liability Company ("Contractor").

WHEREAS, the City has established a Commercial Rehabilitation Program ("Program") pursuant to which the City awards grant funds to local businesses to improve the physical facilities in order to advance the goals established in the Miramar Economic Development Fund/Initiative; and

WHEREAS, the parties entered into an agreement on December 13, 2018 related to the completion of certain improvements to property located at 6927 Miramar Parkway, Miramar, Florida ("Property") by Contractor; and

WHEREAS the parties to the Agreement desire that all improvements be made on or before December 13, 2020; and

WHEREAS, the City Manager has recommended an amendment to the Agreement between the parties, consistent with the terms and conditions set forth herein.

IT IS MUTUALLY AGREED by and between City and Grantee as follows:

1. Page 2, Paragraph 3 of the Agreement (entitled "Time of Completion") shall be amended as follows:

Construction work must begin within thirty (30) calendar days from the date of Building Permit issuance and shall be carried on at a rate to ensure its full completion no later than December 13, 2020, ~~one (1) year from the effective date of the Award Agreement~~, the rate of progress and the time of completion being essential conditions of this Contract. The City Manager has the authority to further extend the Agreement for an additional twelve (12) months without Commission approval.

Deductions for not Completing on Time:

The Parties recognize that time is on the essence with respect to this Agreement and that the Owner and City will suffer financial loss if the Project is not completed within the times specified in this Agreement. The Parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner or City if the Project is not completed on time. Accordingly, instead of requiring such proof, if the Work is not fully completed, according to the terms of this Agreement within the time limits herein stipulated, the Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to \$75.00 for each calendar day elapsing between expiration of such time limit and the date of full

completion, provided, however, that the time limit herein stated are subject to extensions without payment of damages, if agreed to in writing by the City.

Where any deductions from or forfeitures of payment in connection with the Work are duly and properly imposed against the Contractor, in accordance with the terms of this Agreement, the law of the State of Florida, governing ordinances or regulations, the total amount thereof may be withheld from any monies due or to become due to the Contractor under this Agreement; and when deducted, shall be deemed and taken as payment in such amount.

2. Page 5, Paragraph 11 of the Agreement (entitled "Notice") shall be amended to replace the name and address of the law firm from Weiss Serota Helfman Cole & Bierman, P.L. to Austin Pamies Norris Weeks Powell, PLLC with all other language remaining the same. The amended/new law firm address is specifically set forth below:

Copy to:

Burnadette Norris-Weeks, Esq., City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 North Avenue of the Arts (NW 7th Avenue)
Fort Lauderdale, FL 33311

3. Page 10, Paragraph 30 of the Agreement (entitled "Term/Termination") shall be amended to incorporate a specific end date and shall read:

TERM OF AGREEMENT -- This Agreement shall commence on the date this it is fully executed by all parties and shall continue in full force ~~for one year or~~ until the work performed pursuant to this Agreement is completed, and accepted, or until December 13, 2020, whichever occurs first, unless terminated sooner as provided below. The City Manager has the authority to further extend the Agreement for an additional twelve (12) months without Commission approval.

This Agreement may be terminated for cause in writing by the City, upon seven (7) days written notice to Contractor of its intent to terminate and the date on which such termination becomes effective. In such case, the Contractor shall be paid (without duplication of any items) for all Work completed prior to the effective date of termination.

Under no circumstances shall payment include, or the city be liable for, loss or unearned overhead and profit for work of services not performed or for consequential damages of any kind.

Contractor shall turn over the City all work products (including but not limited to finished or unfinished documents, data, studies, surveys and reports prepared by CONTRACTOR) for which payment by the City has been requested, at the time of final payment by the City.

4. Except as expressly set forth herein, all other terms and conditions in the Agreement shall remain in full force and effect. In the event of any inconsistency between the provisions of this Amendment and the provisions of the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date first above written.

ATTEST:

CITY OF MIRAMAR, a political
subdivision of the State of Florida

Denise A. Gibbs, City Clerk

By: _____
Vernon E. Hargray
City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

By: _____
City Attorney
Austin Pamies Norris Weeks Powell, PLLC

GRANTEE
RFR RENTAL, LLC, and Florida Limited Liability
Company

By: _____
Roy A. Maynard, Manager

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____, 2019, by
Roy A. Maynard, as manager of RFR Rental, LLC, a Florida Limited Liability Company, on
behalf of the company. He is personally known to me or has produced _____
as identification.

Notary Public, State of Florida

[SEAL]

CONTRACTOR
COSUGAS, LLC Limited Liability Company

By: _____
HERMAN GIACOMELLI

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____, 2019, by
HERMAN GIACOMELLI, as manager of COSUGAS, LLC, a Florida Limited Liability
Company, on behalf of the company. He is personally known to me or has produced
_____ as identification.

Notary Public, State of Florida

[SEAL]