

RESOLUTION No. 2009-12-957

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO INITIATE LITIGATION AGAINST TLMC, INC., FOR FAILURE TO PAY ITS SUB-CONTRACTOR; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 11, 2007, the City approved its first Replacement Home Project for a single family residence located at 3535 Northwest 213<sup>th</sup> Street, and

WHEREAS, in the course of making repairs to the home, it was discovered that structural beams were rotted and needed to be repaired, and

WHEREAS, the City, on behalf of the homeowner, solicited bids from approved contractors through the Community Development Rehab Program, and

WHEREAS, the contractor who was the lowest responsible bidder and who was awarded the contract was TLMC, Inc., and

WHEREAS, the homeowner, executed a contract with TLMC, Inc., for demolition work, and

WHEREAS, TLMC, Inc., failed to timely complete the project and, as such, the homeowner and the City decided to pursue another contractor, and

WHEREAS, City was notified by two sub-contractors, Omega Contracting, Inc., and Allied Trucking of Florida, both of which were hired by TLMC, Inc., indicating that they had not been paid by TLMC, Inc., and

WHEREAS, City's records indicate that the City had, in fact, paid TLMC, Inc., for the services that was rendered by the sub-contractors, and

WHEREAS, despite demand, TLMC, Inc., has failed to pay any sums to the two sub-contractors at issue, and

WHEREAS, City has, in fact, paid the two sub-contractors \$5,982.86, so as to prevent liens from being recorded against the property, and

WHEREAS, the City is requesting that it be reimbursed by TLMC, Inc., for overpayment and for TLMC, Inc.'s, failure to pay its sub-contractors, and

WHEREAS, City staff is requesting that the City Council authorize the City Attorney's office to initiate litigation against TLMC, Inc., for all sums due and owing as a result of TLMC, Inc.'s actions,

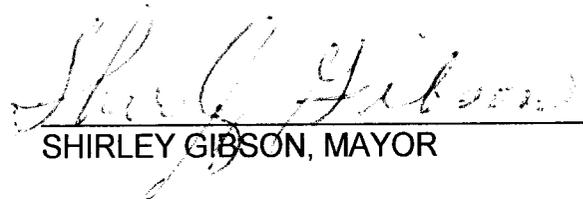
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION. The City Council of the City of Miami Gardens hereby authorizes the City Attorney's Office to take any and all steps necessary in order to initiate a claim against TLMC, Inc., for overpayments made by the City through the City's Housing Rehab Program.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON JANUARY 14, 2009.

  
SHIRLEY GIBSON, MAYOR

ATTEST:

  
\_\_\_\_\_  
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.  
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilman Williams  
SECOND BY: Vice Mayor Watson

**VOTE: 6-0**

Mayor Shirley Gibson	<u>X</u> (Yes)	___ (No)
Vice Mayor Barbara Watson	<u>X</u> (Yes)	___ (No)
Councilman Melvin L. Bratton	___ (Yes)	___ (No) (not present)
Councilman Aaron Campbell	<u>X</u> (Yes)	___ (No)
Councilman Oliver Gilbert, III	<u>X</u> (Yes)	___ (No)
Councilwoman Sharon Pritchett	<u>X</u> (Yes)	___ (No)
Councilman André Williams	<u>X</u> (Yes)	___ (No)

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## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	January 14, 2009		<b>Item Type:</b>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
			(Enter X in box)	X			
<b>Fiscal Impact:</b> <i>(Enter X in box)</i>	Yes	No	<b>Ordinance Reading:</b> <i>(Enter X in box)</i>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X		<b>Public Hearing:</b> <i>(Enter X in box)</i>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
			(Enter X in box)			X	
<b>Funding Source:</b>	<i>(Enter Fund &amp; Dept)</i>		<b>Advertising Requirement:</b> <i>(Enter X in box)</i>	<b>Yes</b>		<b>No</b>	
	Ex: General Fund-Police					X	
<b>Contract/P.O. Required:</b> <i>(Enter X in box)</i>	Yes	No	<b>RFP/RFQ/Bid #:</b>	<i>(Enter #)</i>			
		X					
<b>Sponsor Name</b>	Danny Crew, City Manager		<b>Department:</b>	Community Development			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO INITIATE LITIGATION AGAINST TLMC, INC., FOR FAILURE TO PAY ITS SUB-CONTRACTOR; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

**Background**

On December 11, 2007, the City Manager approved the City's first Replacement Home Project for a single family residence located at 3535 N.W. 213 Street. The applicant is Ms. Dorothy Morrison, who was initially being assisted thru the City's Housing Rehab Program. In the course of repairing her house, the general contractor discovered that the structural beams supporting the house were severely rotted. While the repair area was exposed, the City's Building Official performed a physical inspection and concluded that the general contractor's assessment was correct. Given the magnitude of the repair, it was determined that this house was a candidate for a replacement home (when the cost of repair exceeds 50% of the property value).

All of the Community Development housing rehab program projects work in the same manner; the City enters into a loan agreement with the property owner for the amount set by program limits. An independent inspection is performed of the property and a scope of work is generated. That scope of work is used to solicit bids from the City's approved contractors under the Community Development

housing rehab program. Bids are open at a designated date/time and the lowest responsible bidder is selected. A contract is then executed between the property owner and the contractor for the repair work outlined in the scope of work.

The scope of work for the Morrison Replacement Home Project included the demolition of the existing structure and the construction of a new housing unit in its place. The lowest responsible bidder for this project was TLMC, Inc. The contract between Ms. Morrison and TLMC, Inc. was executed on December 12, 2007 and a notice to proceed was given to the contractor on December 18, 2007.

After initial delays in obtaining the required demolition and building permits, TLMC, Inc. finally began the demolition work. However, Community Development staff noticed that after completion of the demolition, site preparation and construction was inexcusably stalled. During this delay, the City sent correspondence to TLMC on the property owner's behalf and advised them that they were already behind their construction completion schedule. A second correspondence was sent to TLMC requesting a revised construction completion schedule or risk being terminated from project. The deadline to respond was not met and the property owner proceeded to submit a formal change of contractor notice.

In the course of selecting the next bidder in line for this project, the City was contacted by two (2) sub-contractors Omega Contracting, Inc., and Allied Trucking of Florida hired by TLMC, who indicated that they had not been paid. The City reviewed its records and confirmed that payments totaling \$5,982.86 were made to TLMC to cover the services rendered by the two sub-contractors. Moreover, when TLMC submitted their payment requests to the City, they certified that all sub-contractors relating to the services for which they were billing had been paid. This was not the case, and consequently these two sub-contractors proceeded to place liens on Ms. Morrison's property.

Upon being made aware of this situation, the City sent TLMC's principle, Ms. Tammy McNair formal correspondence requesting that payment to these subs be made immediately. We received no response to this correspondence. In the interest of appeasing concerns of the property owner, the City proceeded to make direct payments to the two sub-contractors and obtaining releases of liens. Meanwhile, staff continued to pursue other measures to recapture the funds paid to TLMC. Staff contacted HUD and inquired about having this contractor debarred from working on any HUD funded projects. However, their response was that TLMC's actions were not sufficient to warrant debarment according to HUD regulations. It should be noted, however, that staff immediately flagged this contractor in our EDEN system to ensure that they would not be able to apply for any building permit in the City.

Staff's next recourse to recapture these funds was to submit a formal complaint to the Florida Department of Business and Professional Regulation. Unfortunately we received a response from this agency "determining that there is insufficient evidence of a violation(s) of the statute or rules which govern the professional licensee identified in your complaint". Moreover, it was determined that the matter appears to be civil in nature and will have to be addressed in a court with appropriate jurisdiction.

### **Current Situation**

The issues outlined above have not halted the Replacement Home Project. In fact, the project was projected to be completed by December 24, 2008. However, at issue is the \$5,982.86 that was overpaid to TLMC, Inc. for failure to pay its sub-contractors. In addition, TLMC's poor performance caused extensive delays in this project, hence significantly inconveniencing the property owner. City staff has determined that the next appropriate course of action is to file the required civil complaint/claim against TLMC. It is staff's position that contractors who do business in this manner should be penalized to the full extent of the law.

This resolution seeks City Council approval to authorize the City Attorney to pursue any and all legal civil remedies to recapture the funds overpaid to TLMC, Inc. as long as the costs of said remedies are reasonable in relation to the recapture amount.

**Recommendation:**

It is staff's recommendation that Council approve the attached Resolution authorizing the City Attorney to pursue any and all legal civil remedies to recapture funds paid to TLMC, Inc.

**Attachment(s):**

Attachment A- Homeowner/Contractor Agreement

Attachment B- Letter dated 12/13/2007 to TLMC Enterprises, Inc.

Attachment C- Letter dated 07/24/2008 to TLMC Enterprises, Inc.

Attachment D- Memorandum dated 8/12/2008 from Daniel Rosemond to Chris Steers

Attachment E- Letter from Florida Department of Business and Professional Regulation

## Homeowner/Contractor Agreement

### 1. CONTRACT DOCUMENTS.

#### Enumeration of Contract Documents:

The Contract Documents comprise the entire agreement between HOMEOWNER and CONTRACTOR and consist of the following:

- (1) This Agreement.
- (2) Insurance certificate(s).
- (3) Notice of Award and Notice to Proceed.
- (4) Invitation to Bid and the Specifications prepared by the CITY (Exhibit 1).
- (5) CONTRACTOR's Response to the CITY's Invitation to Bid No. ITB#07-08-006 dated: November 14, 200, Exhibit 2).

Any amendments executed by the HOMEOWNER and the CONTRACTOR shall become part of this Agreement. Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Manager (or designee).
- b. This Agreement dated DECEMBER 2007 and any attachments.
- c. Exhibit 1.
- d. Exhibit 2.
- e. Exhibit

#### Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY in writing at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from CITY.

#### Representation of CONTRACTOR:

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

2. **HOLD HARMLESS.** Contractor shall agree to defend, indemnify, and hold harmless the Owner and the City of Miami Gardens from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from Contractor's Performance under this agreement to install or construct home improvements to be paid for out of the proceeds of the Owner's rehabilitation loan. Contractors acting in the capacity of an independent contractor with respect to the Owner.
3. **LIEN WAIVERS.** Contractor agrees to protect, defend and indemnify Owner from any claims for unpaid work, labor, or materials with respect to Contractor's Performance. Final payment shall not be due until the Contractor has delivered to the Owner complete release of all liens for work completed arising out of Contractor's Performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the Owner indemnifying him against any lien.
4. **CONTRACT AMOUNT & PAYMENT SCHEDULE.** The total amount of the contract is not to exceed \$149,450.00 this is inclusive of all the line items detailed on the Bid Estimate/Scope of Work, Profit and

Overhead. Payments will be made per completed line item with the approval of the corresponding permit, if applicable. All payments are subject to the Owner's acceptance of work done. (Scope of Work attached)

5. **TIME FOR PERFORMANCE.** Owners shall provide written authorization to Contractor to commence work. Contractor agrees to start work within **60 (sixty) calendar days** after receipt of a written Notice of Award. If Contractor fails to commence work within **60 (sixty) calendar days** of the date of the Owner's notification to commence, Owner shall have the right to terminate this agreement. Such notice of termination shall be in writing.

Substantial Completion must be achieved within **120 consecutive calendar days**. Final Completion of the project must be achieved within **150 consecutive calendar days** from Notice to Proceed, plus approved time extensions. If completion is delayed for reasons beyond Contractor's control, Contractor shall provide timely notice to the Owner of the reasons for such delay. If such good cause is claimed by the Contractor, it shall be Contractor's obligation to substantiate its claim by adequate documentation.

In the event Contractor shall fail to complete work within the agreed upon period and fails to provide evidence of good cause for such delay, Owner shall have the right to declare Contractor in default. In such event, ~~Owner shall be responsible for providing written notice to Contractor by certified mail of such default.~~ If Contractor fails to remedy such default within 15 calendar days of such notice, Owner shall have the right to select a substitute Contractor. If the expense of finishing the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the Owner.

6. **CHANGE ORDERS.** Owner and Contractor expressly agree that no material changes or alterations in the description of work or price provided above shall be made unless in writing and mutually agreed to by both parties and authorized by the City of Miami Department of Community Development.
7. **PERMITS & CODES.** Contractor agrees to secure and pay for all necessary permit and licenses required for Contractor's performance and to adhere to applicable local codes and requirements whether or not covered by the specifications and drawings for the work, including any contractor registration requirements.
8. **EQUAL OPPORTUNITY.** Contractor agrees to provide equal opportunity to all persons, without discrimination as to race, color, creed, religion, national origin, sex, marital status, age, and status with regard to public assistance or disability.
9. **UNACCEPTABLE RISK.** Contractor represents that at the time of execution hereof; Contractor is not listed on the Disbarred and Suspend-able Contractor's list of the U.S. Department of Housing and Urban Development.
10. **WARRANTY.** For good and valuable consideration, Contractor hereby agrees to provide a full one-year warranty to the Owner, which shall extend to subsequent owners of the property to be improved. The warranty shall provide that improvements, hardware and fixtures of whatever kind or nature installed or constructed on said property by the Contractor are of good quality, and free from defects in workmanship or materials or deficiencies subject to the warranty contained in this paragraph provided Contractor and Owner agree, however, that the warranty set forth in this paragraph shall apply only to such deficiencies and defects as to which Owner or subsequent owners shall have given written notice to the Contractor, at its principal place of business, within one (1) year from date of Contractor's final payment, stating that all work under contract has been completed.
11. **SCOPE OF WORK.** Contractor acknowledges that it has prepared the Contractor's Proposal (Part II of this Agreement) and that such proposal is accurate and consistent as to the name of Contractor, scope of work that the Contractor will undertake, and price. Contractor acknowledges the performance requirement established in the General Specifications (Part III of this Contract) and warrants that all work undertaken

will conform to said specifications. **The homeowner nor anyone on their behalf is not allowed to complete, request or negotiate any additional work until the Scope of Work has been finalized.**

12. **REMOVAL OF DEBRIS.** Upon completion of work, Contractor agrees to remove all construction debris and surplus material from the property and leave the property in a neat and groom clean condition.
13. **LEAD BASE PAINT PRODUCTS.** In compliance with 570.611 of CDBG regulations, lead base paint products shall not be used.
14. **FINANCING.** Contractor agrees that it will not enter into any agreement to perform work financed by the rehabilitation loan until said loan is closed, unless said agreement is contingent upon the closing of said loan.
15. **SUB-CONTRACTORS.** Contractor agrees that all the warranties contained herein shall apply to all work performed under the Contract, including the performed by any sub-contractor.
16. **ACKNOWLEDGEMENT.** The above warranties are in addition to, and not in limitation of, any and all other rights and remedies to which the Owner, or subsequent owners, may be entitled, at law or in equity, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by the Owner and shall be binding on the undersigned notwithstanding any provision to the contrary contained in any instrument heretofore or here-to-after executed by the Owner.  
Contractor and Owner hereby acknowledge acceptance of this agreement:

Remainder of Page left blank

*Jeremy J. Hansen*  
Owner:

Date: *12/12/07*

\_\_\_\_\_  
Owner:

Date:

Address of Property to be improved: 3535 NW 213<sup>th</sup> Street, Miami Gardens, FL

Contractor: TLMC Enterprises, Inc.

Contractor's Address: 4077 SW 40th Avenue  
Pembroke Park, FL 33023

Acknowledged

By: *J. M. G.* President (title)



# City of Miami Gardens

ATTACHMENT "B"

December 13, 2007

Mr. Joseph Lovermi, Operations Manager  
TLMC Enterprises, Inc.  
4077 S.W. 40<sup>th</sup> Avenue  
Pembroke Park, FL. 33023

RE: Replacement Home Project (3535 N.W. 213 Street)

Shirley Gibson  
Mayor

Barbara Watson  
Vice Mayor

Melvin L. Bratton  
Council Member

Oscar Braynon II  
Council Member

Aaron Campbell, Jr.  
Council Member

Sharon Pritchett  
Council Member

André Williams  
Council Member

Dr. Danny O. Crew  
City Manager

Ronetta Taylor, CMC  
City Clerk

Sonja K. Dickens  
City Attorney

Dear Mr. Lovermi:

This letter is to formally notify you that your proposal for the above referenced project has been approved. As discussed, the Homeowner/Contractor Agreement has been executed between TLMC and Ms. Dorothy Morrison and you are hereby authorized to proceed with preparing the architectural plans and specifications required to obtain a building permit.

As stipulated in the Request for Proposals, the City of Miami Gardens will require TLMC to provide the adequate level of builder's risk insurance along with general liability insurance naming the City of Miami Gardens as additional insured. However, we will allow TLMC to provide those documents to us just prior to commencing work on the project site. Once the required plans are approved and a building permit is issued, we will provide you a formal "notice to proceed". **No work is to be done on the property until such notice is provided by us.**

The City is eager to move forward with this project that will provide Ms. Morrison with a new house. We look forward to working with you and expect your fullest attention to this endeavor. Should you have any questions regarding any matter involving this project, please do not hesitate to contact me at your convenience at (305) 622-8036.

Sincerely,

Daniel A. Rosemond, Director  
Department of Community Development

c: Dorothy Morrison



# City of Miami Gardens

ATTACHMENT "C"

July 24, 2008

Ms. Tammy McNair, President  
TLMC  
4077 S.W. 40 Avenue  
Pembroke Pines, FL. 33023

RE: Omega Contracting, Inc. (3535 N.W. 213 Street)

Shirley Gibson  
Mayor

Barbara Watson  
Vice Mayor

Melvin L. Bratton  
Council Member

Oscar Braynon II  
Council Member

Aaron Campbell, Jr.  
Council Member

Sharon Pritchett  
Council Member

André Williams  
Council Member

Dr. Danny O. Crew  
City Manager

Ronetta Taylor, CMC  
City Clerk

Sonja K. Dickens  
City Attorney

Dear Ms. McNair:

This letter formally notifies you of TLMC's financial obligation regarding the above referenced sub-contractor (Omega Contracting, Inc.), and requests immediate payment of any and all outstanding payments to subs or material providers. Omega Contracting, Inc. performed demolition and hauling services as a sub-contractor to TLMC on the above referenced property address. As a result of non-payment by TLMC, Omega has placed a lien on the property.

The City's records indicate that TLMC was paid \$8,050 on May 16, 2008 for services that primarily included demolition and hauling. All sub-contractors should have been paid promptly thereafter. **The City requests immediate payment to Omega Contracting Inc. in the amount of \$5,418.86 (includes lien recording fees), and evidence that said payment has been received and processed by Omega.**

TLMC's failure to make full and immediate payment will result in our reporting TLMC to the State of Florida and to the U.S. Department of Housing and Urban Development (HUD) to initiate debarment proceedings. Additionally, TLMC will be precluded from participating in any additional City of Miami Gardens bids. Your immediate attention to this matter is appreciated.

Sincerely

  
Daniel A. Rosemond, Director  
Department of Community Development

C: Judith Landis, President, Omega Contracting, Inc.  
Pam Thompson, Procurement Manager

# Memo

**To:** Chris Steers, Assistant City Manager, Renee Farmer, Assistant City Manager  
**From:** Daniel A. Rosemond, Director   
**CC:** Sonja Dickens, City Attorney, Jesus Navia, Building Department, Christina Goetz, Building Department, Evelyn Sanchez, Building Department, Pam Thompson, Purchasing Department, Major Anthony Chapman, CMG Police Department, Liz Valera, Community Development  
**Date:** 8/12/2008  
**Re:** Business Restriction (TLMC)

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## RECOMMENDATION

This memo is to formally notify you of a general contractor that has defaulted on one of our departments' sponsored projects, and to recommend that a restriction be placed in the permitting system against this business. A preliminary check of the process revealed that an alert can be placed in the EDEN system restricting selected businesses from obtaining a building permit.

## BACKGROUND

TLMC Enterprises, Inc. (TLMC) was the selected contractor hired to undertake a replacement home project located at 3535 N.W. 213 Street. After several months of delay, this contractor was formally notified that they were in default of the Homeowner/Contractor Agreement. The contractor had 15 days to either remedy the situation or provide an adequate response as to the reason for the default. They did not and we proceeded to work with the property owner to execute a *Change of Contractor*.

During the change of contractor process, we were notified by one of TLMC's sub-contractors (Omega Contracting, Inc.) that they had **not** been paid for the services they rendered (demolition). However, records show that the City did in fact pay TLMC for said services (see attached). A certified letter was sent to TLMC requesting immediate payment to Omega Contracting, Inc. or be subject to our requesting that they be debarred from any HUD programs and our reporting them to the State of Florida Business and Licensing Division.

We were recently notified by another one of TLMC's sub-contractors (Allied Trucking of Florida) that they too were owed money by TLMC for services rendered on this project. We have asked Allied Trucking to submit their notice of non-payment to us in writing.

We will send TLMC a follow-up letter indicating this most recent notification from their sub-contractor, and to advise them that due to their non-responsiveness, we will proceed with the actions outlined in our initial letter. We are also requesting that the City's police department look into the criminality of TLMC's actions to determine what can be done from an enforcement standpoint.

Please let me know when the recommended restriction has been put in place in the system. Should you have any further questions regarding this matter, please feel free to contact me.

ATTACHMENT "E"

OCTOBER 27, 2008

**CONFIDENTIAL TO:**

DANIEL A. ROSEMOND

CITY OF MIAMI GARDENS/ COMMUNI 1515 167 ST BLDG 5 SUITE 200

MIAMI GARDENS, FL 33169

RE: SUBJECT: TAMMY LA NELL MC NAIR

CASE NO. 2008054217

DEAR DANIEL A. ROSEMOND:

THE DIVISION OF PROFESSIONS AND REGULATION OF THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION HAS RECEIVED AND REVIEWED YOUR COMPLAINT. IT HAS BEEN DETERMINED THAT THERE IS INSUFFICIENT EVIDENCE OF A VIOLATION(S) OF THE STATUTE OR RULES WHICH GOVERN THE PROFESSIONAL LICENSEE IDENTIFIED IN YOUR COMPLAINT. THE MATTER YOU HAVE DESCRIBED APPEARS CIVIL IN NATURE AND WILL NEED TO BE ADDRESSED IN A COURT WITH APPROPRIATE JURISDICTION.

COMPLAINTS AGAINST UNLICENSED INDIVIDUALS AND COMMUNITY ASSOCIATION MANAGERS ARE NOT CONFIDENTIAL. HOWEVER, IF YOUR COMPLAINT IS NOT AGAINST AN UNLICENSED INDIVIDUAL OR A COMMUNITY ASSOCIATION MANAGER, THEN THIS DEPARTMENT IS PROHIBITED FROM DISCUSSING THE DETAILS OF YOUR COMPLAINT WITH YOU ANY FURTHER. THIS IS PURSUANT TO SECTION 455.225(10), FLORIDA STATUTES, WHICH STATES; "THE COMPLAINT AND ALL INFORMATION OBTAINED PURSUANT TO THE INVESTIGATION BY THE DEPARTMENT ARE CONFIDENTIAL AND EXEMPT FROM S. 119.07(1) UNTIL TEN (10) DAYS AFTER PROBABLE CAUSE HAS BEEN FOUND TO EXIST BY THE PROBABLE CAUSE PANEL OR THE DEPARTMENT, OR UNTIL THE REGULATED PROFESSIONAL OR SUBJECT OF THE INVESTIGATION WAIVES HIS OR HER PRIVILEGE OF CONFIDENTIALITY, WHICHEVER OCCURS FIRST."

PLEASE UNDERSTAND THAT THE DIVISION OF PROFESSIONS AND REGULATION'S INABILITY TO TAKE ACTION IS THE RESULT OF STATUTORY CONSTRAINTS, NOT A LACK OF CONCERN. WE HOPE THAT THIS MATTER CAN EVENTUALLY BE RESOLVED TO YOUR SATISFACTION.

SINCERELY,



FREDA HARRIS - MANAGEMENT REVIEW SPECIALIST

CONSUMER SERVICES

1940 NORTH MONROE

PHONE: 850.488.6603

1940 North Monroe Street  
Tallahassee, Florida 32399-0782

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