
Newsletter

Kendall Gate - A Condominium, Inc.

Board of Directors

From the desk of the Secretary - January 25, 2020



Our pool is now open and ready to be enjoyed by all residents. The county closed the pool due to a list of government regulations which pertain to community pools. A malfunctioning part which had not worked for many, many years had to be replaced. Because of a problem on the part of the supplier, the part had to be re-ordered. It was then installed (in house, to save more money) and several other requirements corrected (such as properly tying of lifesaving ring etc.).

A History of mulch and flowers

As shown below, the following was taken from an email sent to the Board last year on January 11, 2019. The very same is true today as it was last year. We paid NO additional for the mulch and flowers. This service is still a part of the contract we have with BrightView, for which we pay \$32,000.04 per YEAR for everything.

“Hope all is well. I have had some Board Members inquire about the Mulch and Flowers project, I want to clear the confusion by stating that this is INCLUDED in our service contract with BrightView, it is NOT an additional cost to the association therefore it did not require a meeting nor approval.

With that said, I am super happy to announce that the entire community is now Mulched! and that the flowers are being prepped and installed today (pink and purple).

I don't know if you see it but it makes me really happy to see the change happening in this community and the positive impact we are making as a team.

Have a wonderful Thursday!

Best Regards,

Fausto Peña, LCAM
Property Manager”

A History of Laundry Contracts

Below are signatures of previous presidents who signed the contracts with Commercial Laundries, Inc. I have the entire contracts (also on Town Sq), which you may view at the next Board meeting, January 28, 2020, please attend. As was stated in the contracts, Commercial Laundries could increase the cost of laundry from \$1.50 to \$1.80 during the term of this agreement. Original agreement was for 8 years, subsequent agreements added another 12 months, plus another 18 months on top of that. As you can see, NONE of the current Board members signed any of these contracts.

12. INTERPRETATION, VENUE, MODIFICATION

This Lease shall be interpreted under, and governed by, the laws of the State of Florida. The parties hereto agree that any action relating to this Lease shall be instituted and prosecuted in the courts of Miami-Dade County, State of Florida and each party hereto waives the right to change of venue or Trial by Jury. If any provision hereof is held invalid by a Court of competent jurisdiction, it shall be automatically deleted and all remaining provisions shall remain in full force and effect. The paragraph headings used herein are for convenience only and do not constitute any significance by themselves.

13. INDEMNITY AND INSURANCE

Lessee shall indemnify and hold harmless Lessor and its directors, officers, agents, members and employees from and against all claims, damages, losses and expenses including attorney's fees, at both the trial and appellate level arising out of or resulting from the operation or use of the laundry equipment or the performance of the services by Lessee, or caused by the negligence, recklessness or intentional misconduct of Lessee or anyone directly or indirectly employed by Lessee or anyone of whose acts Lessee may be liable. The mutual obligations undertaken by the parties hereto constitute adequate consideration for the indemnity. The provisions of this paragraph shall survive termination of this Lease.

For the entire term of this Lease, Lessee shall maintain insurance coverage substantially as set out in the Certificate of Insurance ("Certificate") attached hereto as Exhibit "A". Said Certificate shall reflect that the Lessor and its directors, officers, agents, members and employees are listed as "additional insured" and shall be deemed to be an additional insured on a primary basis on the Commercial General Liability, Excess Liability Comprehensive Automobile Liability policies, and not merely a certificate holder. For purposes of Workers Compensation insurance, the Lessor shall be named as a Certificate holder. To the extent that Lessee receives from its insurance company a notice of cancellation regarding any of the insurance coverages reflected on the Certificate attached to this Agreement as Exhibit "A", Lessee shall notify Lessor in writing no less than thirty (30) days prior to the actual date of cancellation by Lessee's insurance company. Lessor shall have the right to terminate this Agreement immediately should Lessee fail to provide replacement insurance coverage which satisfies the insurance coverage requirements set forth in this Article 13.

ACCEPTED: Date: February 23, 2015 ACCEPTED: Date: February 23, 2015

LESSOR

LESSEE

KENDALL GATE A CONDOMINIUM, INC.

COMMERCIAL LAUNDRIES, INC.

By: Harriet Brookman
Signature

By: [Signature]
Signature

Harriet Brookman, President
Print Name & Title

Johnd STEWART, VP
Print Name & Title

[Signature]
Witness **RICKI FRIEDMAN**

Adam Reeves
Witness

**ADDENDUM TO LAUNDRY SPACE LEASE
BETWEEN
KENDALL GATE A CONDOMINIUM, INC. AND
COMMERCIAL LAUNDRIES, INC.**

This addendum is made and entered on this 21 day of July, 2015, by and between Commercial Laundries, Inc. ("Lessee") and Kendall Gate A Condominium, Inc. located at 10850-10852-10854 N. Kendall Dr. ("Lessor"), and amends the Lease Agreement dated March 1, 2015. Commercial Laundries, Inc. will install bases (per Attachment # 1) on all the washers located at the property listed above, and will cover all the costs related to the purchase and installation of the washer bases. In consideration, Lessor and Lessee agree to extend the current lease term by one (1) additional year. All other terms and conditions of the lease are hereby ratified and remain in full force and effect.

Lessee:
Commercial Laundries, Inc.

Date: 7/22/2015

Print Name: J H Stewart

Signature: 

WITNESSED:

Print Name: Adam Reeves

Signature: 

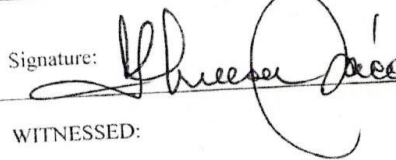
Print Name: LACARO ANDREU

Signature: _____

Lessor:
Kendall Gate A Condominium
Association, Inc.

Date: 7-21-15

Print Name: Theresa Jacome

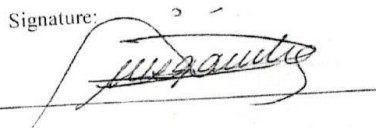
Signature: 

WITNESSED:

Print Name: Carmen Hoyle Carmen Gonzalez

Signature: _____

Print Name: LUISA SANCHEZ

Signature: 

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**ADDENDUM TO LAUNDRY SPACE LEASE
BETWEEN
KENDALL GATE A CONDOMINIUM, INC. AND
COMMERCIAL LAUNDRIES, INC.**

This addendum is made and entered on this 12TH day of February, 2016, by and between Commercial Laundries, Inc. ("Lessee") and Kendall Gate A Condominium, Inc. located at 10850-10852-10854 N. Kendall Dr. ("Lessor"). Commercial Laundries, Inc. agrees to install bases to all the dryers located at the property listed above, and will cover all the cost to do so. In return, Both Lessee and Lessor agree to extend the current lease term by 18 months. All other terms and conditions of the lease are hereby ratified and remain in full force and effect.

Lessee:
Commercial Laundries, Inc.

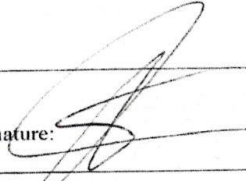
Lessor:
**Kendall Gate A Condominium
Association, Inc.**

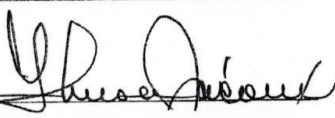
Date: 2/29/16

Date: 2/23/16

Print Name: JACK STEWART

Print Name: Theresa Jácome

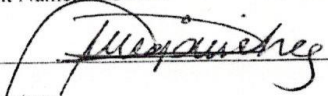
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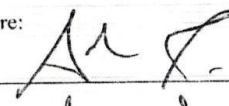
Signature: 

WITNESSED:

WITNESSED:

Print Name: Adam Reeves

Print Name: LUISA SANCHEZ


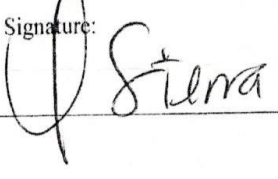
Signature: 

Signature: LUISA Sanchez

Print Name: Edriam Dilone

Print Name: ENRIBETH Sierra

Signature: 

Signature: 

Replacement of Roofs

We all know and agree this needs to be done. The Board is currently working with our adjuster and attorney to obtain the maximum amount from the insurance company. There was never an offer made officially in writing by anyone, and therefore remains a non-fact. Marcos, our Vice President, is a very important part of these workings and has an appointment to appear on our behalf in March.

Sealcoating and Repairs to Parking Lot

As was discussed at previous Board meetings these items need to be attended to **after** the roof repairs. It makes no sense to pay double and make the repairs twice. There will be a lot of traffic (trucks, equipment, and supplies) as repairs/replacement of roofs are made.

Cost of Insurance

The insurance which covers our common areas was increased this year. We anticipated an increase of \$25,000, but happily the increase was \$18,000 instead. I believe it goes without saying that this is a very necessary expense. I'm sure, not one of you would think of getting in your car and driving down the street without proper insurance. This unfortunately caused an increase in our monthly HOA fees.

Discretionary Funds

Our President, Dr. Zhu, has shown on a chart that we have only 8% discretionary funds with which to work. So what does that mean in dollars and cents...out of \$400 we only have \$32 to use to make wanted improvements. The remainder of the money is earmarked for necessary expenses. Our buildings are 45 years old and require a great deal of "monetary" attention.

If any of you have any special skills or are willing to donate any time to our community, please let me know.

I do understand that everyone wants to see immediate results within our community. We would all love for that to happen. However this takes a great deal of money. So my question to you is...which do you have, patience or cash? Many things can be accomplished quickly if you just throw enough money at it, with total disregard for working within the confines of our budget.

You may contact me with questions or concerns at akscow@aol.com

**Respectfully submitted,
Alene Kubinek, Secretary**
