



## CITY OF DORAL NOTICE OF PUBLIC HEARING

All residents, property owners and other interested parties are hereby notified of a **LOCAL PLANNING AGENCY (LPA)** meeting on **January 26, 2022 beginning at 5:30 PM** to consider an amendment to the City's Official Zoning Map to reflect the boundaries of the "Doral Décor Overlay District" (DDOD). The meeting will be held at the **City of Doral, Government Center, Council Chambers located at 8401 NW 53rd Terrace, Doral, Florida, 33166.**

The City of Doral proposes to adopt the following Resolution:

### RESOLUTION No. 22-

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, SITTING AS THE LOCAL PLANNING AGENCY, RECOMMENDING APPROVAL/DENIAL OF, OR GOING FORWARD WITHOUT A RECOMMENDATION TO THE LOCAL GOVERNING BODY AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP TO REFLECT THE BOUNDARIES OF THE "DORAL DÉCOR OVERLAY DISTRICT" (DDOD), GENERALLY BOUNDED BY NW 36 STREET ON THE NORTH, STATE ROAD 826 (PALMETTO EXPRESSWAY) ON THE EAST, NW 25 STREET ON THE SOUTH, AND NW 82 AVENUE ON THE WEST; AND PROVIDING FOR AN EFFECTIVE DATE**

**HEARING NO.:** 22-01-DOR-01

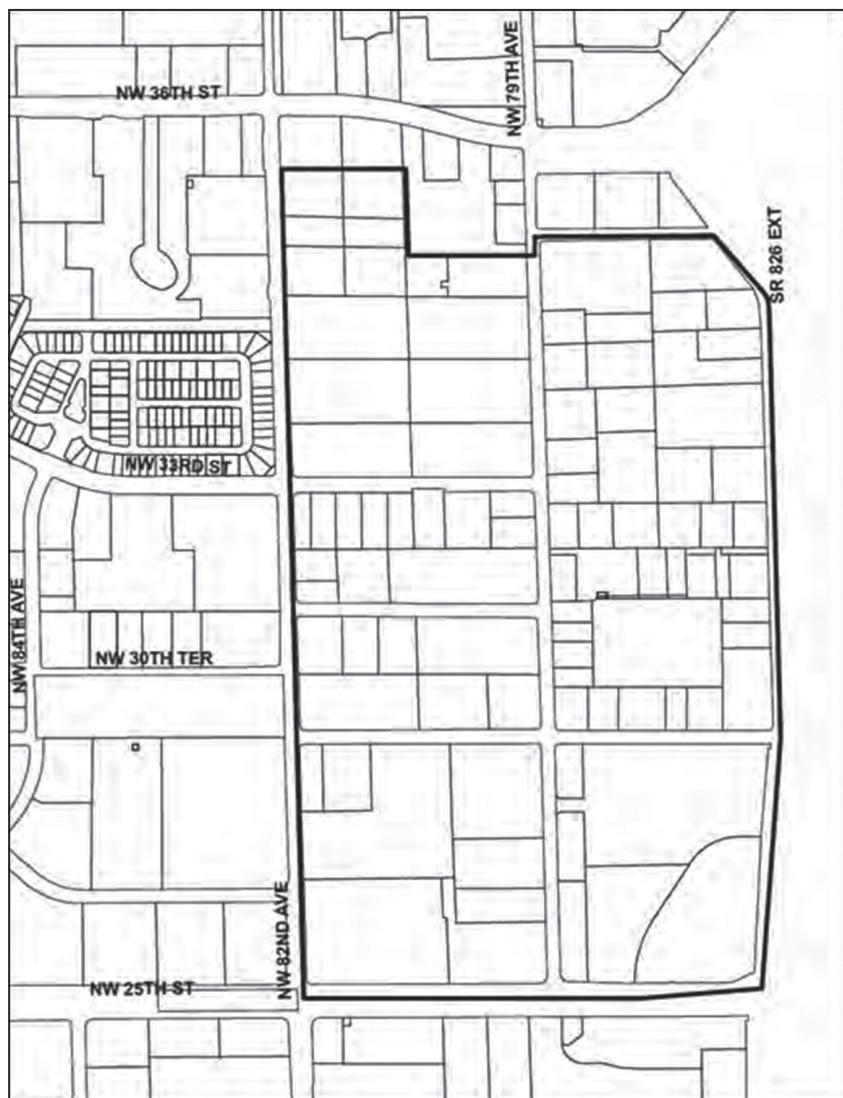
**APPLICANT:** City of Doral

**LOCATION:** Generally bounded by NW 36 Street on the north, SR 826 (Palmetto Expressway) on the east, NW 25 Street on the south, and NW 82 Avenue on the west.

**SIZE:** ±241.89 acres

**REQUEST:** The City Manager's Office respectfully recommends that the Mayor and City Councilmembers approve an amendment to the City's Official Zoning Map to reflect the boundaries of the Doral Décor Overlay District (DDOD).

Location Map



Inquiries regarding the item may be directed to the Planning and Zoning Department at 305-59-DORAL.

Pursuant to Section 286.0105, Florida Statutes If a person decides to appeal any decisions made by the City Council with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. In accordance with the Americans with Disabilities Act, any person who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Planning and Zoning Department at 305-59-DORAL no later than three (3) business days prior to the proceeding.

Connie Diaz, MMC  
City Clerk  
City of Doral

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## FINDERS

Keller Williams appealed a ruling from Miami-Dade Circuit Judge Peter Lopez, who dismissed with prejudice its second amended complaint against Mandich Real Estate Advisors.

In 2017, licensed real estate agents Fred Afif and Louis Erice were employed by Keller Williams and George Smith, a Florida licensed real estate broker who was formerly affiliated with Miami New Realty and Multifamily Real Estate Group. They entered into a commission agreement where Afif and Erice would find buyers for hotel properties, Smith would find the sellers, and then they'd split the commissions.

The agreement included a provision that said neither Keller Williams nor Smith could enter into a sales agreement or exclude the other out of commission. The agreement was about the River Park Hotel and Suites in Miami. Afif was the only broker involved in the negotiation between the buyer and seller, and the sale of the property did not close.

In 2018, Smith, acting as a broker, found another hotel for the buyers called the Sands Harbor Resort and Marina in Pompano Beach. Smith formed a new company called Mandich Real Estate Advisors and became a qualifying broker when it became a licensed brokerage. Smith and the buyers entered into an agreement and paid Smith a finders fee, not a commission, of \$75,000. No commission was agreed upon, and Smith was still affiliated with Multifamily Real Estate Group.

Afif, Erice and Keller Williams then sued Smith and Mandich for breach of the commission agreement, civil conspiracy and sought damages for the Sands Harbor sale.

According to the opinion, they alleged that Mandich had assumed the obligations of the commission agreement after accepting Smith as its director and broker. They also claimed Mandich breached the non-circumvent provision by excluding the other parties from sale negotiations and the broker's fee agreement.

Eventually, Afif and Erice were voluntarily dropped as parties, leaving Keller Williams as the sole plaintiff. The trial court dismissed the breach-of-contract count against Mandich with prejudice because Mandich was not a party in the commission agreement. The court also dismissed the civil conspiracy count without prejudice and with leave to amend.

Keller Williams filed a second amended complaint against Mandich for tortious interference with a contractual or business



Ariella Gutman of Haber Law in Miami represented Mandich Real Estate Advisors with attorney David Haber, and said the court saw through how the appellant was trying to "conflate the prior agreement between the parties."

relationship and civil conspiracy, but the trial court dismissed that with prejudice.

### 'PASSIVELY ACCEPTING' FINDER'S FEE ISN'T CIVIL CONSPIRACY

Third DCA Judge Eric Hendon wrote the ruling, which was backed by Judges Thomas Logue and Fleur Lobree. The panel found that Keller Williams failed to provide evidence for the claim of tortious interference of the commission agreement.

To prevail, the plaintiff had to prove the existence of a business relationship between Keller Williams and Smith; Mandich's knowledge of the relationship; that intentional interference of the relationship caused Smith to not fulfill his obligations under the agreement; and that damage to Keller Williams resulted in Smith's failure to perform.

"Smith's allegedly tortious acts cannot be imputed to Mandich, which entity was not a party to either the commission agreement or the broker's fee agreement. Mandich cannot be found liable for civil conspiracy merely by passively accepting a finder's fee," Hendon wrote.

With that, the Third DCA affirmed the trial court's dismissal with prejudice of the tortious interference and conspiracy counts against Mandich.

"We think the court got it right and we're happy about that," said Gutman. "So do our clients, who have to deal with these issues daily. I think they're happy going forward that they know that the court got it right."

Douglas Stein of Douglas H. Stein in Coral Gables represented Keller Williams Realty Premier Properties. He did not respond to a request for comment by deadline.

**Melea VanOstrand is ALM's South Florida real estate reporter. For story ideas, email her at mvanstrand@alm.com. Want to see the latest real estate news? Follow Melea on her Twitter or Facebook pages.**

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## AKERMAN

"It was kind of the natural progression of my practice in terms of looking for a new space to bring my trial skills," Bharathi said. "I've been fortunate to develop into an area that I think needs and appreciates them. Akerman was a really great, organic, natural fit for me because of my friendships and relationships with lawyers there who knew my reputation with the court."

In a firm press release, litigation practice chair Lawrence Rochefort said Bharathi's successful track record and tenure in public service indicates her "integrity, character and exceptional judgment."

In addition to her 24 federal jury trial verdicts, Bharathi has written more than 20 federal appeals and won cases in the Eleventh Circuit. She also secured

clemency for clients during the Obama and Trump administrations.

Her high-profile representations include Irfan Khan, a Pakistani immigrant and naturalized U.S. citizen accused of financially supporting the Taliban in 2011. U.S. Attorney Wilfredo Ferrer—now Holland & Knight's Miami executive partner—argued Khan sent \$3,450 in four wire transfers to a Taliban commander for the purchase of guns, while Bharathi and federal public defender Michael Caruso argued that the wires were meant to benefit relatives in the country.

In June 2012, the government dropped the case. Khan, who spent more than 300 days in solitary confinement, ultimately sued the government for malicious prosecution. The case was administratively closed in 2015.

**Dan Roe covers the business of law, focusing on Florida-based and national law firms. Contact him at droe@alm.com. On Twitter: @dan\_roe.**