MEMORANDUM Agenda Item No. 8(M)(5)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: February 7, 2012

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Resolution approving the Contract for Sale and Purchase of designated property known as Parcel 8 in the amount of $5,531 for the PTP project entitled improvements to 264 Street, from US 1 to SW 137 Avenue

The accompanying resolution was prepared by the Public Works and Waste Management Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

R. A. Cuevas, Jr.
County Attorney

RAC/up

Memorandum

MIAMI-DADE COUNTY

Date: February 7, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving the Contract for Sale and Purchase of Designated Property Known as Parcel 8 In the Amount of $5,531 Required for the People's Transportation Plan (PTP) Project Entitled Improvements to SW 264 Street, from US 1 to SW 137 Avenue; Authorizing Payment of Attorney's Fees Pursuant to Chapters 73.015, 73.091 and 73.092, Florida Statutes; and Authorizing the Use of Charter County Transportation Surtax Funds

---

RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution which does the following:

- Approves the Contract for Sale and Purchase, attached hereto as Exhibit "1" and made a part hereof, to acquire in fee simple property known as Parcel 8, under the terms and conditions in said contract, for the necessary right-of-way for the PTP project entitled *Roadway Improvements to SW 264 Street, from US 1 to SW 137 Avenue*; and
- Authorizes the payment of attorney's fees pursuant to Chapters 73.015, 73.091 and 73.092, Florida Statutes.

The BCC previously approved Resolution No. R-992-10 on October 5, 2010, declaring the acquisition of the subject property to be a public necessity, and authorized the County Mayor or Mayor's Designee and the County Attorney to take all appropriate actions to purchase this property, and to employ appraisers and expert witnesses in connection therewith.

SCOPE

The impact of this Project is countywide; however, it is located within Commission District 9.

FISCAL IMPACT/FUNDING SOURCE

Funding for the right-of-way acquisition, design and construction of this project is from Charter County Transportation Surtax bond proceeds. This item will be presented to the Citizens' Independent Transportation Trust for review prior to final consideration by the BCC. Funding is programmed within the adopted FY2011-12 Capital Budget and the index code is CPEPTP609264. The index code for the right-of-way acquisition is subject to change; however, any need for additional funds would require further BCC approval.

The attached Purchase and Sale Contract is in the amount of $3,750 and attorneys' fees are in the amount of $1,781 for a total of $5,531. The total cost of the project (inclusive of construction, design and the right-of-way acquisition of all parcels) is estimated at $5,250,000. The anticipated ongoing annual maintenance and operational costs will be approximately $11,432 and $5,907, respectively.

TRACK RECORD/MONITOR

The Public Works and Waste Management Department (PWWM) is the entity overseeing this project and the responsible person for monitoring this acquisition is Mr. Raul A. Pino, Chief, Land Development/Right-of-Way Division.

BACKGROUND

PWWMD has programmed the construction of SW 264 Street as part of the PTP Project Entitled *Improvements to SW 264 Street, from US 1 to SW 137 Avenue*. The proposed project consists of widening the existing roadway to a 2-lane divided highway with a raised landscaped median, bike lanes, on-street parking, sidewalks, curb and gutters, a continuous storm drainage system, signalization, pavement markings and signage, and roadway lighting.

The area to be acquired by Miami-Dade County (County) is necessary for the proposed roadway improvements, and is legally described in "Exhibit A" and illustrated on the parcel location map in "Exhibit B", both attached herewith.

The subject property was appraised for the County by an independent appraiser for a total value of $3,750. An offer was extended to the owner, The Most Reverend Thomas G. Wenski, Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole, for the appraised amount. The owner accepted the offer subject to payment of attorneys' fees in the amount of $1,781. In an effort to avoid condemnation and expedite the acquisition, the County accepted the offer including the payment of attorneys' fees, subject to BCC approval.

County Manager/Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: February 7, 2012

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(M)(5)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(5)
2-7-12

RESOLUTION NO. _____

RESOLUTION APPROVING THE CONTRACT FOR SALE AND PURCHASE OF DESIGNATED PROPERTY KNOWN AS PARCEL 8 IN THE AMOUNT OF $5,531 FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED IMPROVEMENTS TO SW 264 STREET, FROM US 1 TO SW 137 AVENUE; AUTHORIZING PAYMENT OF ATTORNEY'S FEES PURSUANT TO CHAPTERS 73.015, 73.091 AND 73.092, FLORIDA STATUTES; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, this Board by Resolution No. R-992-10 authorized and directed the County Mayor or the County Mayor's designee and the County Attorney to take any and all appropriate actions to acquire Parcel 8 in fee simple as part of the necessary right-of-way for expansion and improvements to SW 264 Street, from US 1 to SW 137 Avenue and authorized the use of Charter County Transportation Surtax Funds,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board ratifies and adopts these matters set forth in the foregoing recitals.

Section 2. This Board hereby approves the Contract for Sale and Purchase in the amount of $3,750 and attorneys' fees in the amount of $1,781 for a total of $5,531, as shown in Exhibit "1" attached hereto and made a part hereof, between The Most Reverend Thomas G. Wenski, Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole, as

seller, and Miami-Dade County, as purchaser, for the purchase of property more specifically described in Exhibit "A" and illustrated in Exhibit "B", in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County, Florida and to exercise the provisions contained therein; and authorizes the use of Charter County Transportation Surtax Funds.

Section 3. Pursuant to Resolution No. R-974-09, this Board directs the County Mayor or County Mayor's designee to record the instruments of conveyance accepted herein in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this resolution.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of February, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Jorge Martinez-Esteve

Project Name: SW 264 Street Improvements
Project No: 20040350
Folio Nos.: 30-6934-003-0480

CONTRACT FOR SALE AND PURCHASE

This **Contract for Sale and Purchase, in lieu of condemnation proceedings,** is entered into as of the _____ day of _____ 2011, by and between **MIAMI-DADE COUNTY,** a political subdivision of the State of Florida, and successors in interest, hereinafter referred to as "Buyer", whose Post Office Address is 111 N.W. 1st Street, Suite 1610, Miami, Florida 33128-1970, and ~~**Archdiocese of Miami, Inc.,** Florida corporation~~ * hereinafter referred to as "Seller" whose Post Office Address is 9401 Biscayne Blvd., Miami Shores, Florida 33138-2970. *

The Most Reverend Thomas G. Wenski, Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole.

INITIAL

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Sellers agree as follows:

1. REALTY. Sellers agree to sell to Buyer, and its successors in interest, for road right-of-way improvements to S.W. 264 Street, from US 1 (SR 5) to S.W. 137 Avenue, that certain real property comprising **approximately 718 square feet** of land described in **Exhibit "A", and shown in Exhibit "B"**, together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter, riparian rights and other rights appurtenant to said real property, all fill and top soil thereon, all oil, gas and mineral rights possessed by Sellers, and all right, title and interest of Sellers in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the real property, and all right, title and interest of Sellers in and to any and all covenants, restrictions, and agreements benefiting the real property (All of the foregoing being referred to as the "Property").

2. PURCHASE PRICE. Buyer agrees to pay Sellers for the property referenced in Exhibit "A", the sum of **$3,750.00 (Three Thousand Seven Hundred Fifty Dollars)** to be paid at closing by Miami-Dade County or designee by check. This $3,750.00 consists of the real estate to be acquired in fee simple including the site improvements.

3. INTEREST CONVEYED. Sellers are the recorded owners of the fee simple title to the subject Property, and agree to convey good, marketable and insurable title by Warranty Deed.

4. AD VALOREM TAXES. Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. Therefore, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of closing and any delinquent taxes, if any, in escrow with the Miami-Dade County Tax Collector.

5. TITLE INSURANCE. Buyer may, within fifteen (15) business days of the

effective-date of this Contract, obtain a marketable title insurance commitment and Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida in the amount of the purchase price. Said policy shall show a good, marketable and insurable title to the Property in the Seller's name. In addition, the policy shall insure title to the Property for the period between closing and recording of the warranty deed. In connection herewith, Seller agrees to provide all affidavits and other documents as required by the title insurer. Buyer shall have ten (10) business days from receipt of title documents to inspect said title documents and report defects, if any, in writing to the Seller. If the title search shows title to the Property to be unmarketable and uninsurable as provided herein, the Seller shall have sixty (60) days from receipt of written notice from Buyer to cure the designated defects. If Seller is unable, after reasonable diligence, to make the title good, marketable and insurable and acceptable to Buyer, except that Buyer may waive any defects and proceed with closing at Buyer's option, Buyer may elect to file an eminent domain action for the sole purpose of obtaining clear title to the property, and Seller agrees that the full compensation for such taking shall be the purchase price designated in paragraph 2 hereof and nothing more whatsoever: and Seller further agrees to cooperate fully with Buyer in the eminent domain suit, filing whatever papers, documents or pleadings to accomplish the vesting of title in the Buyer for said purchase price.

6. ENVIRONMENTAL CONDITIONS. Buyer shall, at its own cost and expense and at least 30 days prior to the date of closing, obtain a "Letter of Current Enforcement Status and Recommendations for a Right-of-Way Improvement Project" of the Property from the Miami-Dade County Department of Environmental Resources Management (DERM). If major environmental problems are found on the subject property, the Buyer may elect not to go through with the purchase and this contract will become null and void. The Seller hereby authorizes Buyer to conduct any test required or recommended by DERM to determine the existence and extent, if any, of contamination which shall mean hazardous or toxic substance, material or waste of any kind or nature, any pollutant, petroleum, petroleum product or petroleum by-product, as defined or regulated by environmental laws, on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction.

If the "Letter of Current Enforcement Status and Recommendations for a Right-of-Way Improvement Project" or subsequent testing confirms any contamination on the Property, the Buyer may elect not to close and this contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations, or to negotiate a mutually acceptable solution, including an adjustment in the purchase price if necessary.

7. TENANCIES.

_____ A. Sellers warrant and represent that no person is living on or occupying the Property, that there is no tenant in possession of the Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Property.

_____ B. The following name(s), address(es) and telephone number(s) are the lessee(s) of the Property known to the Seller(s), and Seller(s) agree(s) to provide Buyer with copies of all lease documents affecting said lessee(s). (Attach additional sheets as necessary)

_____
_____
_____
_____
_____
_____
_____

8. LIENS. Certified municipal and county liens, if any, shall be paid in full at or before closing by the Sellers. If a pending lien has been filed against the subject Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Sellers.

9. CLOSING. The closing of this transaction shall be completed within 180 days of the execution of this contract unless otherwise extended, as mutually agreed upon by both Buyer and Sellers or as otherwise provided herein. The precise date, time and place of closing shall be set by the Buyer.

10. TIME. Buyer and Sellers mutually agree to fully and timely execute such papers as deemed necessary by Buyer's and Seller's attorneys to complete the conveyance in accordance with the terms of this contract. Time is of the essence of this Contract. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of Sellers or Buyer.

11. BROKER FEES. Sellers warrant that no persons, firms, corporations or other entities are entitled to a real estate fee or commission claimed due pursuant to this transaction or subsequent closing.

12. EXPENSES. This property is being purchased under the threat of condemnation; therefore, Buyer shall be responsible for recording fees on the Warranty Deed.

13. LOSS. All risk of loss to the Property shall be borne by Sellers until transfer of title.

14. POSSESSION. Sellers shall deliver possession of the Property to the Buyer at closing.

15. DEFAULT. If Sellers default under this Contract, Buyer may waive the default and proceed with closing or seek specific performance. If Buyer defaults under this Contract, Sellers may waive the default and proceed with closing, or seek specific performance.

16. LITIGATION. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

~~**17. DISCLOSURE.** Sellers warrant that there are no facts known to Sellers, which materially affect the value of the Property which has not been disclosed by Sellers to Buyer or which are not readily observable to Buyer.~~ As-Is without Seller representations or warranties.

INITIAL

18. SUCCESSORS IN INTEREST. This Contract shall be binding on the heirs, successors and assigns of the respective parties hereto.

19. RIGHT TO ENTER PROPERTY. Sellers agree that Buyer and its agents shall, upon reasonable notice, have the right to enter the Property for all lawful purposes in connection with this transaction provided the Buyer shall indemnify and hold Sellers harmless for damage or injury caused by Buyer and its agents within and to the extent of all limitations of Section 768.28, Florida Statutes.

20. RECORDING. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners, Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

21. ASSIGNMENT. Neither this Contract nor any interest therein shall be assigned by Buyer or Sellers without the express written consent of each other, which consent shall not be unreasonably withheld.

22. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

23. EFFECTIVENESS.

A. If, the purchase price of this contract does not exceed the market value established by the appraiser(s) employed by the County the Effective Date of this Contract is the date the County Mayor or the County Mayor's designee signs this contract.

B. If, the purchase price of this contract exceeds the market value established by the appraiser(s) employed by the County, the effectiveness of this Contract is contingent upon a public hearing approval pursuant to Section 33-303 of the Code of Miami-Dade County, if required, and approval by the Florida Department of Transportation or the Federal Transit Agency, if required. Further, it shall be understood that since proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County may be used to pay for all or some part of the cost of this project, no approval of this contract shall be effective and thereby give rise to a contractual relationship with the County unless and until the following have occurred: 1) The County

Commission approves this contract, and such approval becomes final (either by expiration of 10 days after such award without veto by the Mayor, or 2) if vetoed, shall become effective only upon an override by the Board of County Commissioners by two-thirds (2/3) vote of the Commission's membership. The date of such approval of the Contract by Buyer as set forth above is the Effective Date of this Contract. Buyer agrees to promptly deliver the Seller an executed Contract within ten (10) days of the Effective Date.

24. NOTICE. All communications regarding this transaction shall be directed to:

as to Buyer: Armando J. Cervera or Carlos Lavista
Miami-Dade County
Public Works Department
111 N.W. 1 Street, Ste 1610
Miami, FL 33128

as to Seller(s): The Most Reverend Thomas G. Wenski
Archbishop of the Archdiocese of Miami,
His successors in office, a corporation sole

IN WITNESS WHEREOF, the Buyer and Sellers have duly executed this Contract as of the day and year above written.

ATTEST:

By:_____
Clerk

BUYER:
MIAMI-DADE COUNTY

By:_____
County Mayor or the Mayor's designee

Approved as to form
and legal sufficiency

_____
Assistant County Attorney

Date: _____

The foregoing conveyance was authorized on the 5th day of October, 2010 by Resolution No. R-992-10 of the Board of County Commissioners of Miami-Dade County, Florida and was approved on the ____ day of _____, 2012 by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Signed, Sealed, Attested and delivered in our presence: (2 witnesses for each signature or for all).

Witness

Janet Brancato

Printed Name

Witness

Paula Kobezynski

Printed Name

~~**Thomas Wenski**~~

~~President, Archdiocese of Miami, Inc.~~

~~A Florida corporation~~

The Most Reverend Thomas G. Wenski, Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole.

Address if different

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this ____ day of _____, A.D. 2011, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared ~~**Thomas Wenski**~~, personally known to me, or proven, by producing the following identification: _____, ~~to be the President of Archdiocese of Miami, Inc., a Florida Corporation, and in whose name the foregoing instrument is executed and that said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.~~ The Most Revrend Thomas G. Wenski , Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole.

INITIAL

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

Sara Elena Lau
COMMISSION # DD943764
EXPIRES: DEC. 01, 2013
WWW.AARONNOTARY.com

Notary Signature

SARA ELENA LAU

Printed Notary Name

NOTARY SEAL/STAMP

Notary Public, State of FLORIDA

My commission expires: DEC 1, 2013

Commission/Serial No. DD943764

Project Name: SW 264 Street Improvements
Project No: 20040350
Folio No.: 30-6934-003-0480

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared, ~~Thomas Wenski,~~ The Most Reverend Thomas G. Wenski* ("Affiant(s)") this _____ day of _____, 2011, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Affiant(s) have read the contents of this Affidavit, have actual knowledge of the facts contained herein, and state that the facts contained herein are true, correct, and complete.

2) ~~Archdiocese of Miami, Inc.~~ The Most Reverend Thomas G. Wenski*, whose Post Office Address is 9401 Biscayne Blvd., Miami Shores, Florida 33138-2970, is the record owner of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property"). As required by Section 286.23, Florida Statutes, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statues) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

Name	Address	Interest.%

This affidavit is given in compliance with the provisions of Sections 286.23, Florida Statutes.

FURTHER AFFIANTS SAYETH NOT.

AFFIANT(S):

By: ~~Thomas Wenski~~ The Most Reverend Thomas G. Wenski*

*Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole.

LEGAL DESCRIPTION
(Fee Simple)

The North 5.00 feet of Lot 1, Block 4 of SUNNY HAVEN according to the plat thereof as recorded in Plat Book 47, Page 6 of the Public Records of Miami-Dade County, Florida.

AND

The external area formed by a 25.00 foot radius arc, concave to the Southwest, tangent to the South line of the North 5.00 feet of said Lot 1 and tangent to the East line of said Lot 1.

EXHIBIT A

PROJECT NO. 20040350
PARCEL 8
Page 1 of 1

15

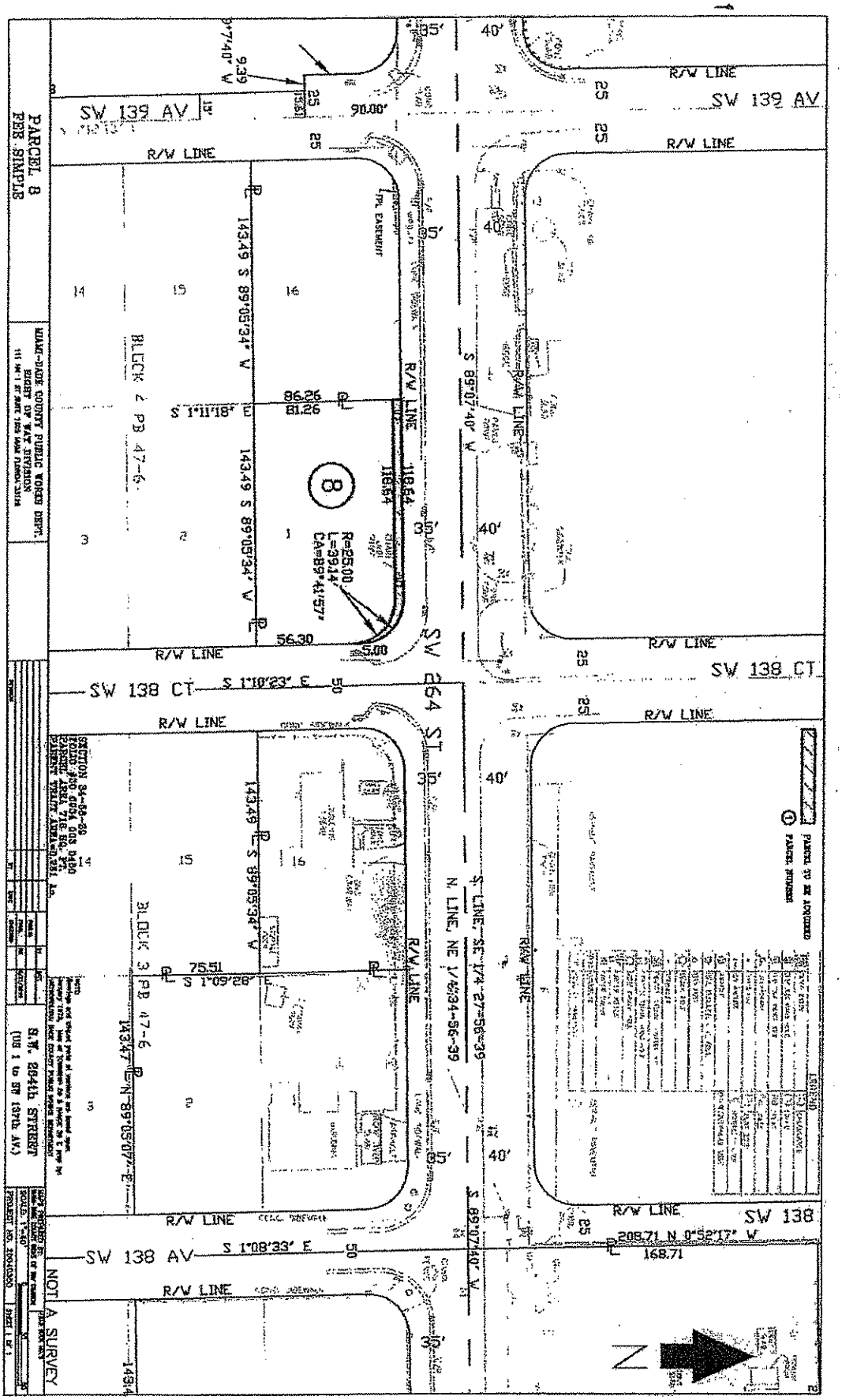
PARCEL 8
FEE SIMPLE
MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY DIVISION
S.W. 264th STREET
(US 1 to SW 137th AV.)
NOT A SURVEY
SW 139 AV
SW 138 CT
SW 138 AV
SW 264 ST
R/W LINE
BLOCK 2 PB 47-6
BLOCK 3 PB 47-6
143.49 S 89°05'34" W
S 1°11'18" E
S 1°10'23" E
S 1°09'28" E
S 1°08'33" E
S 89°07'40" W
N 89°05'07" E
143.47
90.00'
86.26
81.26
118.64
56.30
5.00
75.51
208.71 N 0°52'17" W
168.71
R=25.00
L=39.14'
CA=89°41'57"
N. LINE, NE 1/4 34-56-39
S. LINE, SE 1/4 27-56-39
PARCEL TO BE ACQUIRED
PARCEL NUMBER
N

EXHIBIT B

16

Memorandum

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: January 4, 2012

Re: **CITT AGENDA ITEM 5D:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), APPROVE THE CONTRACT FOR SALE AND PURCHASE OF DESIGNATED PROPERTY KNOWN AS PARCEL 8 IN THE AMOUNT OF $5,531.00 FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED IMPROVEMENTS TO SW 264 STREET, FROM US 1 TO SW 137 AVENUE; AUTHORIZING PAYMENT OF ATTORNEY'S FEES PURSUANT TO CHAPTERS 73.015, 73.091 AND 73.092, FLORIDA STATUTES; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS **(PWWM – BCC Legislative File No. 112515)**

On January 4, 2012, the CITT voted (8-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 12-004. The vote was as follows:

Hon. Linda Zilber, Chairperson – Aye
Paul J. Schwiep, Esq., 1st Vice Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 2nd Vice Chairperson – Aye

Christopher Benjamin, Esq. – Absent
David Concepcion – Absent
Glenn J. Downing, CFP® – Aye
Alfred J. Holzman – Aye
Marilyn Smith – Absent
Harold Braynon, Jr. – Aye
Joseph Curbelo – Absent
Peter L. Forrest – Aye
Miles E. Moss, P.E. – Aye

cc: Alina Hudak, Deputy Mayor/County Manager
Bruce Libhaber, Assistant County Attorney
Alexander Bokor, Assistant County Attorney

17