



**MEMORANDUM**

Agenda Item No. 8(M)(8)

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

**DATE:** May 1, 2012

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

**SUBJECT:** Resolution approving the Contract  
for Sale and Purchase of designated  
property known as Parcel 13 in the  
amount of \$5,795.00 for the People's  
Transportation Plan Project Entitled  
Improvements to SW 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.

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

R. A. Cuevas, Jr.  
County Attorney

RAC/up

# Memorandum



**Date:** May 1, 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 13 in the Amount of \$5,795.00 Needed for the People's Transportation Plan (PTP) Project Entitled Roadway Improvements to SW 264 Street, from US 1 to SW 137 Avenue, and Authorizing the Use of Charter County Transportation Surtax Funds

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## **RECOMMENDATION**

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution which approves the Contract for Sale and Purchase, attached hereto as Exhibit "1" and made a part hereof, accepting a counter offer of \$5,795.00 to acquire in fee simple, property known as Parcel 13, under the terms and conditions of the said contract, for right-of-way necessary for the PTP project entitled Roadway Improvements to SW 264 Street, from US 1 to SW 137 Avenue.

The BCC previously approved Resolution No. 986-10 on October 5, 2010 declaring the acquisition of the subject property to be a public necessity, and authorized the County Mayor or County 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.

Said Resolution is placed for Committee review pursuant to Miami-Dade County Code Section 29-124(f). This item may only be considered by the BCC if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the BCC prior to the date scheduled for BCC consideration, or forty-five (45) days have elapsed since the filing with the Clerk of the Board of this item. If the CITT has not forwarded a recommendation and forty-five (45) days have not elapsed since the filing of this item, I will request a withdrawal of this item.

## **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 FY 2011-2012 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 total cost of the project (inclusive of construction, design, and the right-of-way acquisition of all parcels) is estimated at \$5,250,000.00. The anticipated ongoing annual maintenance and operational cost will be approximately \$11,432.00 and \$5,907.00, respectively.

Honorable Chairman Joe A. Martinez  
And Members, Board of County Commissioners  
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The initial acquisition has been budgeted and no additional fiscal impacts are expected; however, the ultimate acquisition cost in the event of litigation would be subject to a future ruling by the court.

**TRACK MONITOR**

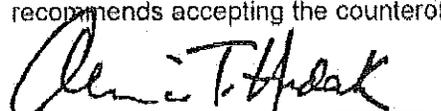
The Miami-Dade County Public Works and Waste Management Department (PWWM) is the entity overseeing this project and the responsible person for monitoring this acquisition is Mr. Raul A. Pino, Chief, Land Development / Right-of-Way Division.

**BACKGROUND**

PWWM has programmed the construction of SW 264 Street as part of the PTP project entitled Roadway Improvements to SW 264 Street, from US 1 (SR 5) 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, is legally described in "Exhibit A", and is 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 \$4,100.00. An offer was extended to the owner, First St. John's Missionary Baptist Church of Naranja, Inc., for the appraised amount which was subsequently not accepted. After further negotiations, a counteroffer was received for the amount of \$5,795.00. This amount represents a land unit value of \$3.82/sq. ft. which is within the range (\$2.20/sq. ft. to \$4.01/sq. ft.) of comparables sales used by the appraiser hired by the County. In an effort to avoid condemnation and expedite this acquisition, PWWM recommends accepting the counteroffer, subject to BCC approval.

  
County Manager/Deputy Mayor



# MEMORANDUM

(Revised)

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

**DATE:** May 1, 2012

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

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

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)(8)  
5-1-12

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING THE CONTRACT FOR SALE AND PURCHASE OF DESIGNATED PROPERTY KNOWN AS PARCEL 13 IN THE AMOUNT OF \$5,795.00 NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED IMPROVEMENTS TO SW 264 STREET, FROM US 1 TO SW 137 AVENUE; 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. 986-10 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 13 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 \$5,795.00, as shown in Exhibit "1" attached hereto and made a part hereof, between First St. John's Missionary Baptist Church of Naranja, Inc., 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 Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 1<sup>st</sup> day of May, 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.



Debra Herman

**Project Name: SW 264 Street Improvements**  
**Project No: 20040350**  
**Folio Nos.: 30-6934-003-0160, 0150, 0010 & 0020**

**CONTRACT FOR SALE AND PURCHASE**

This **Contract for Sale and Purchase, in lieu of condemnation proceedings**, is entered into as of the ~~3rd~~ day of ~~February~~ DECEMBER 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. 1<sup>st</sup> Street, Suite 1610, Miami, Florida 33128-1970, and **First St. John's Missionary Baptist Church of Naranja, Inc.**, a Florida non-profit corporation hereinafter referred to as "Seller" whose Post Office Address is 13740 SW 264 Street, Naranja, Florida 33032

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

**1. REALTY.** Seller agrees 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 1,517 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 Seller, and all right, title and interest of Seller 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 Seller in and to any and all covenants, restrictions, and agreements benefiting the real property (All of the foregoing being referred to as the "Property").

*5,795.<sup>00</sup> RT (Five Thousand Seven Hundred Ninety-Five Dollars)*

**2. PURCHASE PRICE.** Buyer agrees to pay Seller for the property referenced in Exhibit "A", the sum of **\$4,100.00 (Four Thousand One Hundred Dollars)** to be paid at closing by Miami-Dade County or designee by check. This \$4,100.00 consists of the real estate to be acquired in fee simple including the site improvements.

**3. INTEREST CONVEYED.** Seller is 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. Seller warrants 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)

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**8. LIENS.** Certified municipal and county liens, if any, shall be paid in full at or before closing by the Seller. 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 Seller.

**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 Seller or as otherwise provided herein. The precise date, time and place of closing shall be set by the Buyer.

**10. TIME.** Buyer and Seller 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 Seller or Buyer.

**11. BROKER FEES.** Seller warrants 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 Seller until transfer of title.

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

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

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**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.** Seller warrants that there are no facts known to Seller, which materially affect the value of the Property which has not been disclosed by Seller to Buyer or which are not readily observable to Buyer.

**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.** Seller agrees 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 Seller 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 Seller 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.**

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

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): First St. John's Missionary Baptist Church of Naranja, Inc  
13740 SW 264 Street  
Naranja, Florida 33032

Cc: Glenn R. Miller, P.A.  
67 N.E. 168<sup>th</sup> Street  
North Miami Beach, FL 33162

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

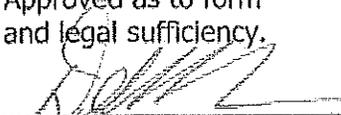
**ATTEST:**

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 obtained pursuant to Resolution No. R-986-10 of the Board of County Commissioners of Miami-Dade County, Florida, passed and adopted on the 5<sup>th</sup> day of October, A.D. 2010.

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

[Signature]  
Witness

Oxey Jones  
Printed Name

[Signature]  
Witness

Glenn R. Miller  
Printed Name

[Signature]

**Rex Thornton**  
President, First St. John's Missionary Baptist Church of Naranja, Inc.  
a Florida non-profit corporation

\_\_\_\_\_  
Address if different

**STATE OF FLORIDA  
COUNTY OF MIAMI-DADE**

I HEREBY CERTIFY, that on this 2nd day of DECEMBER, A.D. 2011, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Rex Thornton**, personally known to me, or proven, by producing the following identification: N/A PERSONALLY KNOWN, to be the President of First St. John's Missionary Baptist Church of Naranja, Inc., a Florida non-profit 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.

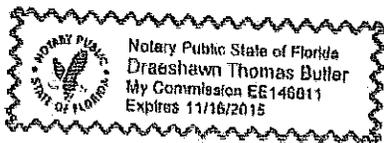
**WITNESS** my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

[Signature]

Notary Signature

DRAESHAWN THOMAS BUTLER  
Printed Notary Name

NOTARY SEAL/STAMP



Notary Public, State of FLORIDA

My commission expires: \_\_\_\_\_

Commission/Serial No. \_\_\_\_\_

Project Name: SW 264 Street Improvements  
 Project No: 20040350  
 Folio No.: 30-6934-003-0160, 0150, 0010 & 0020

**BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT**

**STATE OF FLORIDA  
 COUNTY OF MIAMI-DADE**

Before me, the undersigned authority, personally appeared, **Rex Thorton**, ("Affiant(s)") this 2ND day of DECEMBER, 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) **First St. John's Missionary Baptist Church of Naranja, Inc.**, whose Post Office Address is 13740 SW 264 Street, Naranja, Florida 33032, 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 Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest %</u>

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

FURTHER AFFIANTS SAYETH NOT.

**AFFIANT(S):**

  
 By: **Rex Thorton**

**LEGAL DESCRIPTION**  
(Fee Simple)

The North 5.00 feet of Lots 1 and 16, Block 1 and the East 5.00 feet of Lots 1 and 2, Block 1 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 Southeast, tangent to the South line of the North 5.00 feet of said Lot 16 and tangent to the West line of said Lot 16;

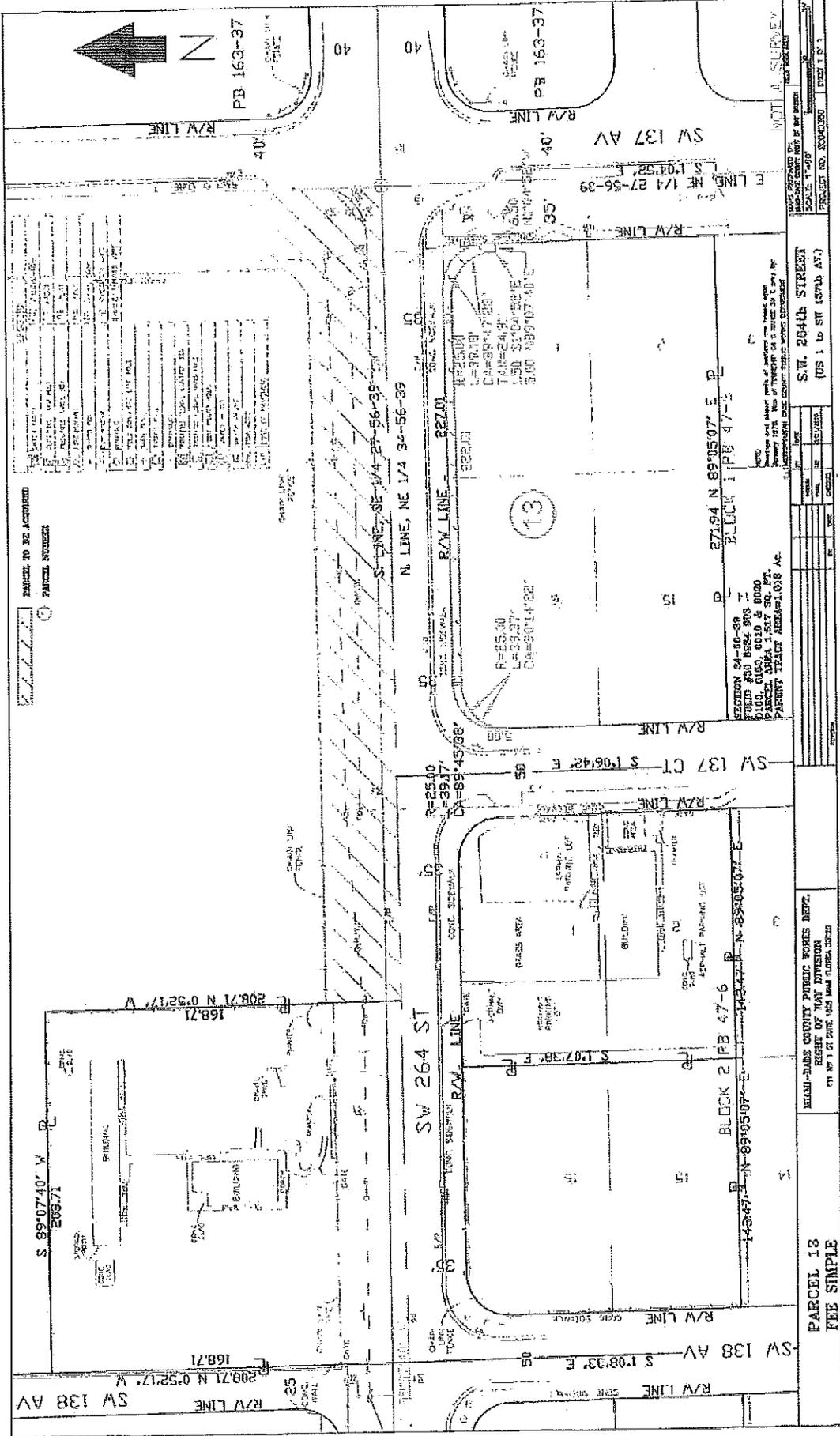
AND

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 West line of the East 5.00 feet of said Lot 1.

**EXHIBIT A**

PROJECT NO. 20040350  
PARCEL 13  
Page 1 of 1

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**PARCELS TO BE ACQUIRED**

**PARCEL NUMBERS**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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<b>MIAMI-DADE COUNTY PUBLIC WORKS DEPT.</b> <b>RIGHT OF WAY DIVISION</b> <small>BY NO. 1 OF DATE 10/04/2010 10:00:00AM</small>		<b>PARCEL 13</b> <b>FEE SIMPLE</b>	
<b>SW 264th STREET</b> <small>(OS 1 to ST 137th AV.)</small>		<b>SECTION 24-00-39</b> <b>TOWNSHIP 24S</b> <b>RANGE 24W</b> <b>SECTION 24-00-39</b> <b>BLK 1 PB 47-5</b> <b>BLK 2 PB 47-6</b> <b>BLK 3 PB 47-7</b> <b>BLK 4 PB 47-8</b> <b>BLK 5 PB 47-9</b> <b>BLK 6 PB 47-10</b> <b>BLK 7 PB 47-11</b> <b>BLK 8 PB 47-12</b> <b>BLK 9 PB 47-13</b> <b>BLK 10 PB 47-14</b> <b>BLK 11 PB 47-15</b> <b>BLK 12 PB 47-16</b> <b>BLK 13 PB 47-17</b> <b>BLK 14 PB 47-18</b> <b>BLK 15 PB 47-19</b> <b>BLK 16 PB 47-20</b> <b>BLK 17 PB 47-21</b> <b>BLK 18 PB 47-22</b> <b>BLK 19 PB 47-23</b> <b>BLK 20 PB 47-24</b> <b>BLK 21 PB 47-25</b> <b>BLK 22 PB 47-26</b> <b>BLK 23 PB 47-27</b> <b>BLK 24 PB 47-28</b> <b>BLK 25 PB 47-29</b> <b>BLK 26 PB 47-30</b> <b>BLK 27 PB 47-31</b> <b>BLK 28 PB 47-32</b> <b>BLK 29 PB 47-33</b> <b>BLK 30 PB 47-34</b> <b>BLK 31 PB 47-35</b> <b>BLK 32 PB 47-36</b> <b>BLK 33 PB 47-37</b> <b>BLK 34 PB 47-38</b> <b>BLK 35 PB 47-39</b> <b>BLK 36 PB 47-40</b> <b>BLK 37 PB 47-41</b> <b>BLK 38 PB 47-42</b> <b>BLK 39 PB 47-43</b> <b>BLK 40 PB 47-44</b> <b>BLK 41 PB 47-45</b> <b>BLK 42 PB 47-46</b> <b>BLK 43 PB 47-47</b> <b>BLK 44 PB 47-48</b> <b>BLK 45 PB 47-49</b> <b>BLK 46 PB 47-50</b> <b>BLK 47 PB 47-51</b> <b>BLK 48 PB 47-52</b> <b>BLK 49 PB 47-53</b> <b>BLK 50 PB 47-54</b> <b>BLK 51 PB 47-55</b> <b>BLK 52 PB 47-56</b> <b>BLK 53 PB 47-57</b> <b>BLK 54 PB 47-58</b> <b>BLK 55 PB 47-59</b> <b>BLK 56 PB 47-60</b> <b>BLK 57 PB 47-61</b> <b>BLK 58 PB 47-62</b> <b>BLK 59 PB 47-63</b> <b>BLK 60 PB 47-64</b> <b>BLK 61 PB 47-65</b> <b>BLK 62 PB 47-66</b> <b>BLK 63 PB 47-67</b> <b>BLK 64 PB 47-68</b> <b>BLK 65 PB 47-69</b> <b>BLK 66 PB 47-70</b> <b>BLK 67 PB 47-71</b> <b>BLK 68 PB 47-72</b> <b>BLK 69 PB 47-73</b> <b>BLK 70 PB 47-74</b> <b>BLK 71 PB 47-75</b> <b>BLK 72 PB 47-76</b> <b>BLK 73 PB 47-77</b> <b>BLK 74 PB 47-78</b> <b>BLK 75 PB 47-79</b> <b>BLK 76 PB 47-80</b> <b>BLK 77 PB 47-81</b> <b>BLK 78 PB 47-82</b> <b>BLK 79 PB 47-83</b> <b>BLK 80 PB 47-84</b> <b>BLK 81 PB 47-85</b> <b>BLK 82 PB 47-86</b> <b>BLK 83 PB 47-87</b> <b>BLK 84 PB 47-88</b> <b>BLK 85 PB 47-89</b> <b>BLK 86 PB 47-90</b> <b>BLK 87 PB 47-91</b> <b>BLK 88 PB 47-92</b> <b>BLK 89 PB 47-93</b> <b>BLK 90 PB 47-94</b> <b>BLK 91 PB 47-95</b> <b>BLK 92 PB 47-96</b> <b>BLK 93 PB 47-97</b> <b>BLK 94 PB 47-98</b> <b>BLK 95 PB 47-99</b> <b>BLK 96 PB 47-100</b>	



Memorandum



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

**From:** Charles Scurr, Executive Director 

**Date:** April 20, 2012

**Re:** **CITT AGENDA ITEM 5H:**  
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 13 IN THE AMOUNT OF **\$5,795.00** NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED IMPROVEMENTS TO SW 264 STREET, FROM US 1 TO SW 137 AVENUE; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS (**PWWM – BCC Legislative File No. 120642**)

On April 18, 2012, the CITT voted (9-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 12-044. The vote was as follows:

Hon. Linda Zilber, Chairperson – Aye  
Paul J. Schwiep, Esq., 1st Vice Chairperson – Absent  
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  
Miles E. Moss, P.E. – Aye  
Marilyn Smith – Absent

Harold Braynon, Jr. – Absent  
Joseph Curbelo – Aye  
Peter L. Forrest – Aye  
Prakash Kumar – Aye  
Hon. James A. Reeder – Aye

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

