MEMORANDUM

Agenda Item No. 8(L)(1)

TO:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners	**DATE:**	September 1, 2015
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution authorizing the County Mayor to purchase property located at 6650 NW 37 Avenue, Hialeah referred to as Parcel 8 for right-of-way needed for the People's Transportation Plan (PTP) Project entitled as improvements to NW 37 Avenue from NW North River Drive to NW 79 Street, at the negotiated purchase amount of $18,698.00 authorizing the County Mayor to perform all acts necessary to effectuate the purchase of the property and authorizing the use of Charter County Transit System Surtax Funds for such purposes

The accompanying resolution was prepared by Public Works & Waste Management Department and placed on the agenda at the request of Prime Sponsor Chairman Jean Monestime.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: September 1, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the County Mayor or the County Mayor's Designee to Accept an Offer to Sell Property at the Negotiated Purchase Amount of $18,698.00, for the Acquisition of the Property known as Parcel 8, located at 6650 NW 37 Avenue for Right-of-Way Needed for the People's Transportation Plan Project Entitled Improvements to NW 37 Avenue, from NW North River Drive to NW 79 Street, and Authorizing the Use of Charter County Transportation Surtax Funds for such Purposes

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Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the Miami-Dade County (County) Mayor or the County Mayor's Designee to accept an offer to sell property at the negotiated purchase amount of $18,698.00 for the acquisition of property known as Parcel 8, located at 6650 NW 37 Avenue, needed as part of the People's Transportation Plan (PTP) Project entitled Improvements to NW 37 Avenue, from NW North River Drive to NW 79 Street under the terms and conditions stipulated in the Contract for Sale and Purchase which is attached hereto as Exhibit C.

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

Scope

The property to be acquired is located within County Commissioner Jean Monestine's District 2 and traverses the City of Hialeah and the City of Miami. However, this project is beneficial countywide as it provides improved traffic capacity and drainage along this north/south corridor.

Fiscal Impact/Funding Source

Funding for the right-of-way acquisition and construction of this project will be provided by the Charter County Transportation Surtax levied pursuant to Section 29.121 of the Code. This project was specifically listed in the PTP as one of the Board requested improvement projects for Commission District 2.

Track Record/Monitor

The Public Works and Waste Management Department (PWWM) is the entity overseeing this item and the person responsible is Mr. Francisco Fernandez, Chief Real Estate Officer, Highway Engineering and Right-of-Way Division.

Background

This resolution is for the approval of the acquisition of Parcel 8, which is required for PWWM's programmed improvements to NW 37 Avenue, from NW North River Drive to NW 79 Street. This project consists of road widening, beautification, and right-of-way improvements. The area to be acquired by PWWM for the street improvements is legally described in Exhibit A and illustrated in the parcel location map in Exhibit B, attached hereto. This project will improve traffic mobility and capacity along the heavily industrialized corridor. This project consists of the reconstruction and widening of an existing two (2) lane undivided roadway to a three (3) lane roadway, including parking lanes, sidewalks, curb and gutters, a new storm drainage system, signalization, pavement markings and signage and roadway lighting.

The subject property was appraised on January 1, 2014, which established the market value at $11,300.00. Therefore, an offer was made to the owner, at the appraised value pursuant to Resolution No. R-696-09. A counteroffer was received in the amount of $28,298.00 from the owner. After extensive negotiations, and in order to settle this matter, the owner and the County agreed on the amount of $18,698.00, including compensation for the property acquired, and for any and all fees and costs that may have been incurred by the seller. This $18,698.00 settlement amount is recommended as being in the best interest of the County, considering the statutory requirement that the County, absent such a settlement, must pay for the owner's attorneys' fees, expert fees, and costs. Additionally, the County would save the time, resources, and expenses associated with eminent domain proceedings which would have otherwise been required. It is, therefore, requested that the attached Contract for Sale and Purchase in the amount of $18,698.00 be approved and that the Mayor or the Mayor's designee perform all acts necessary to effectuate the purchase of the property.

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: September 1, 2015

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

SUBJECT: Agenda Item No. 8(L)(1)

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 Mayor'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(L)(1)
9-1-15

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO PURCHASE PROPERTY LOCATED AT 6650 NW 37 AVENUE, HIALEAH REFERRED TO AS PARCEL 8 FOR RIGHT-OF-WAY NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED AS IMPROVEMENTS TO NW 37 AVENUE FROM NW NORTH RIVER DRIVE TO NW 79 STREET, AT THE NEGOTIATED PURCHASE AMOUNT OF $18,698.00 AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE THE PURCHASE OF THE PROPERTY AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS FOR SUCH PURPOSES

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies and adopts those matters set forth in the foregoing recitals; authorizes and directs the County Mayor, or County Mayor's designee, to execute the contract for sale and purchase attached as Exhibit "C" and to perform all acts necessary to carry out the terms of the contract and to effectuate the purchase of the property in order to acquire the property needed for the project known as Improvements to NW 37 Avenue from NW North River Drive to NW 79 Street; authorizes the use of Charter County Surtax Funds in connection with such purchase; and, pursuant to Resolution No. R-974-09, directs the County Mayor or the County Mayor's designee (a) to record all instruments of conveyance in connection with such purchase in the Public Records of Miami-Dade County, Florida and (b) to provide a recorded copy of all such instruments to the Clerk of the Board to attach and permanently store a recorded copy of each of said instruments 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:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of September, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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

NW 37 AVENUE
(FEE SIMPLE)

Parcel No.8: The North 7.00 feet of the East 90.00 feet of the North 275.00 feet of the NE 1/4 of the SE 1/4 of the NE 1/4, in Section 17, Township 53 South, Range 41 East, in Miami-Dade County, Florida, less the East 35.00 feet thereof,

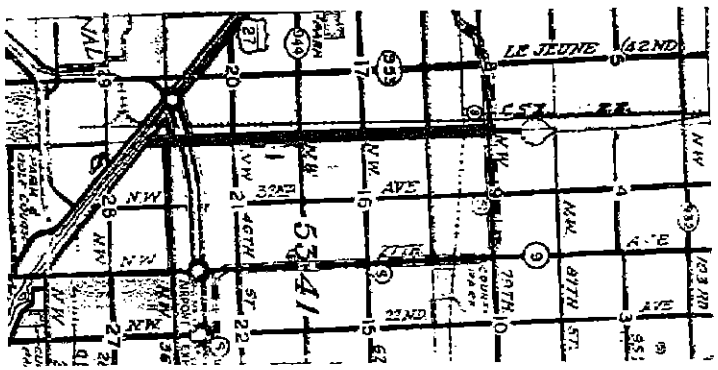
AND

The South 8.00 feet of the North 15.00 feet of the East 69.00 feet of the North 275.00 feet of the NE 1/4 of the SE 1/4 of the NE 1/4, in Section 17, Township 53 South, Range 41 East, in Miami-Dade County, Florida, less the East 35.00 feet thereof,

AND

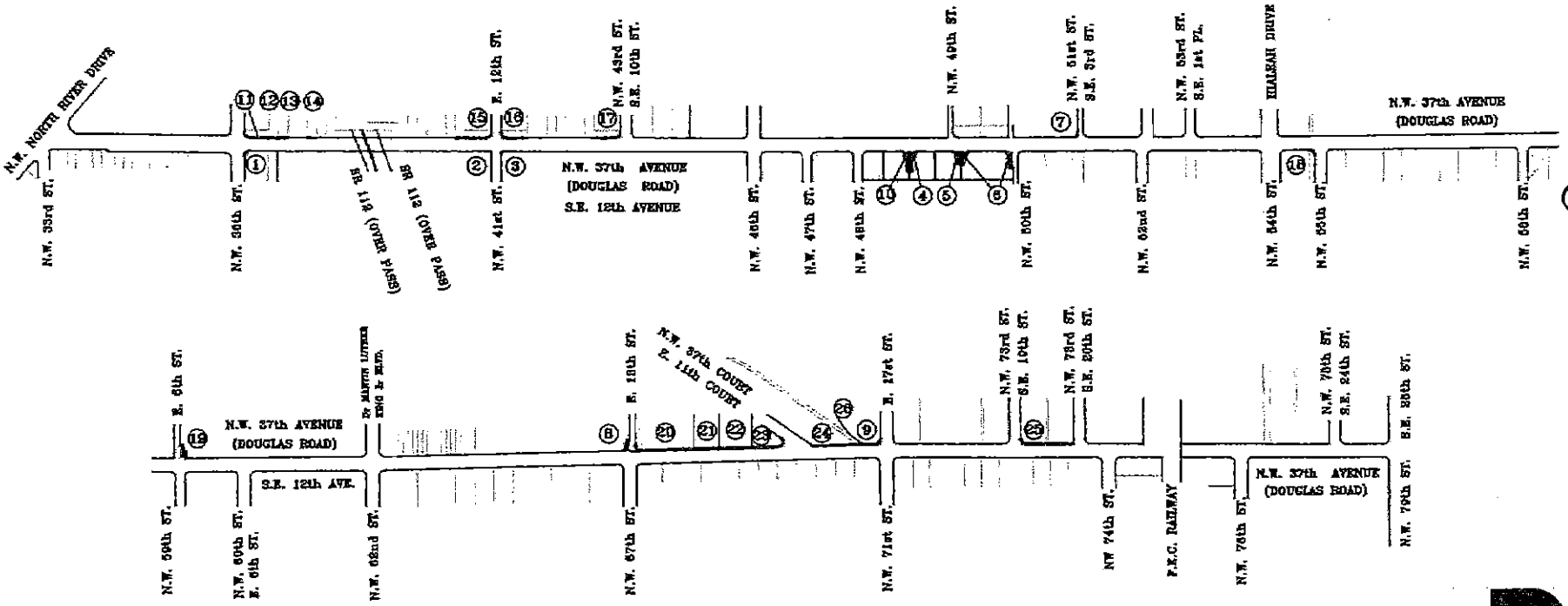
All that part of the North 275.00 feet of the NE 1/4 of the SE 1/4 of the NE 1/4, in Section 17, Township 53 South, Range 41 East, in Miami-Dade County, Florida, less the East 35.00 feet thereof, which lies within the external area formed by a 12 foot radius arc, concave to the Southwest, tangent to the West line of the East 35.00 feet thereof, and tangent to the South line of the North 15.00 feet thereof.

SEC 8, 9, 16, 17, 20, 21, 28 & 29
TWP 53 S
RGE 41 E



LOCATION MAP

NOT TO SCALE



R/W TO BE ACQUIRED BY THE COUNTY

EXHIBIT "B"

MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY DIVISION
RIGHT OF WAY ENGINEERING SECTION

NW 37 Avenue
From NW North River Drive to NW 79 Street

SCALE 1" = 800'
PROJECT: 20040330
PREPARED BY: L.E.
DATED: 03-04-09

8

Project Name: NW 37 Avenue from NW N River Drive to NW 79 Street
Project No: 20040330
Parcel 8

CONTRACT FOR SALE AND PURCHASE

This **Contract for Sale and Purchase** is entered into as of the_____ day of _____ 2015, 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 **I & C Investment Group, Inc., a Florida corporation**, referred to as "Seller(s)" whose Post Office Address is 3611 NW 74 Street, Miami, FL 33147-5827.

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

1. REALTY. Seller(s) agree to sell to Buyer, and its successors in interest, for road improvements to NW 37 Avenue from NW N River Drive to NW 79 Street in Miami, Florida, that certain real property comprising **686 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(s), and all right, title and interest of Seller(s) 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(s) 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 Seller(s) for the property referenced in Exhibit "A", the sum of **$18,698.00 (Eighteen Thousand Six Hundred and Ninety Eight Dollars)** for the parcel denoted as Parcel 8. This $18,698.00 is a total lump sum payment for the real estate to be acquired in fee simple inclusive of all fees and costs to be paid for in the taking, which includes if applicable attorney fees and costs, cost of improvements, cost to cure, cost of damages, and or restoration costs, and is to be paid at closing by Miami-Dade County or designee, by county check. The purchase amount set forth herein is a compromise figure reached in settlement of disputed claims in lieu of litigation, and is based upon, among other things, the COUNTY's construction plans, copies of portions of which are attached to this contract as Exhibit D, and incorporated herein by reference. In the event Buyer does not construct its project in substantial accordance with its construction plans and specifications, attached hereto, then I & C Investment Group, Inc. shall have the same remedies as would be afforded had this cause been tried before a jury in an eminent domain trial, had the plans and specifications as they relate to the subject property and its remainder, been made a part of the record at trial.

Exhibit 'C'

3. **INTEREST CONVEYED.** Seller(s) 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(s) agree(s) 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(s). If the title search shows title to the Property to be unmarketable and uninsurable as provided herein, the Seller(s) shall have sixty (60) days from receipt of written notice from Buyer to cure the designated defects. If Seller(s) is/are 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(s) agree(s) that the full compensation for such taking shall be the purchase price designated in paragraph 2 hereof and nothing more whatsoever: and Seller(s) further agree(s) 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(s) hereby authorize(s) 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(s) 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(s) warrant(s) and represent(s) 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.

__X__ 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)

Isidro T. Gonzalez

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

9. CLOSING. The closing of this transaction shall be completed within 180 days from the date the contract is fully executed unless otherwise extended, as mutually agreed upon by both Buyer and Seller(s) or as otherwise provided herein. The precise date, time and place of closing shall be set by the Buyer.

10. TIME. Buyer and Seller(s) 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(s) or Buyer.

11. BROKER FEES. Seller(s) warrant(s) 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. ATTORNEYS FEES. Seller warrants that Seller's attorneys' and expert fees and costs in connection with this transaction or subsequent closing are included as part of the $18,698.00 lump sum real estate acquisition purchase price written herein above in paragraph number two (2).

13. EXPENSES. This property is being purchased under the threat of condemnation; therefore, Buyer shall be responsible for recording fees on the Warranty Deed and any other recordable instruments necessary to assure good and marketable title.

14. SALE IN LIEU OF CONDEMNATION. This is a sale in lieu of pending eminent domain condemnation litigation.

15. LOSS. All risk of loss to the Property shall be borne by Seller(s) until transfer of title.

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16. POSSESSION. Seller(s) shall deliver possession of the Property to the Buyer at closing.

17. DEFAULT. If Seller(s) default(s) under this Contract, Buyer may waive the default and proceed with closing or seek specific performance. If Buyer defaults under this Contract, Seller(s) may waive the default and proceed with closing, or seek specific performance.

18. LITIGATION. In the event of any litigation arising out of this Contract, each individual party shall be responsible for their own attorney's fees and costs.

19. DISCLOSURE. Seller(s) warrant that there are no facts known to Seller(s), which materially affect the value of the Property which has not been disclosed by Seller(s) to Buyer or which are not readily observable to Buyer.

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

21. RIGHT TO ENTER PROPERTY. Seller(s) agree(s) 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(s) 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.

22. 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.

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

24. 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.

25. 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. Therefore, this contract shall not become effective until, and is expressly contingent upon, the following: 1) The Board of County Commissioners 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. Further, if approval by the Florida Department of Transportation, the Federal Transit Agency, or the Citizens Independent Transportation Trust is required (to be determined in the County's sole discretion), the effectiveness of this Contract is contingent upon obtaining such approval(s). The date of such approval of the Contract by the County, as set forth herein, 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.

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

as to Buyer: John M. White, Miami-Dade County
111 N.W. 1 Street, Ste. 1610
Miami, FL 33128

as to Seller(s): Mark A. Tobin, Partner, Akerman LLP
One Southeast Third Ave., 25th Floor
Miami, FL 33131

IN WITNESS WHEREOF, the Buyer and Seller(s) 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 County Mayor's designee

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

Date: _____

The foregoing contract is being executed pursuant to Resolution No. _____of the Board of County Commissioners of Miami-Dade County, Florida, passed and adopted on the ____ day of _____, A.D. 2015.

SELLER: I & C Investment Group, Inc.

Signed, sealed and delivered in the presence of:

Witness: _____

Witness Print Name: MIRIAM URQUIZA

Witness: _____

Witness Print Name: L. Michael OSMAN

By: Isidro Gonzalez, President

Date: 4.9.15

Witness: _____

Witness Print Name: MIRIAM URQUIZA

Witness: _____

Witness Print Name: L. Michael OSMAN

By: Maria Gonzalez, Secretary

Date: 4-9-15

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 9 day of April, A.D. 2015, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Isidro Gonzalez,** personally known to me, or proven, by producing the following identification: _____ to be the President and **Maria Gonzalez** to be the Secretary **of I & C Investment Group, Inc.**, a corporation under the laws of the State of Florida, and in whose name the foregoing instrument is executed and that said officer(s) severally acknowledged before me that (*he/she/they*) 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.

_____
Notary Signature

MIRIAM URQUIZA
Printed Notary Name

NOTARY SEAL/STAMP

Notary Public, State of FLORIDA

My commission expires: _____

Commission/Serial No. _____

MIRIAM URQUIZA
Commission # FF 002268
Expires June 20, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

NW 37 AVENUE
(FEE SIMPLE)

Parcel No.8: The North 7.00 feet of the East 90.00 feet of the North 275.00 feet of the NE 1/4 of the SE 1/4 of the NE 1/4, in Section 17, Township 53 South, Range 41 East, in Miami-Dade County, Florida, less the East 35.00 feet thereof,

AND

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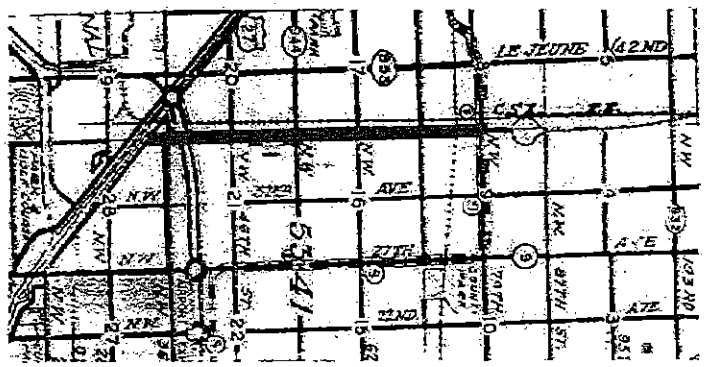
AND

All that part of the North 275.00 feet of the NE 1/4 of the SE 1/4 of the NE 1/4, in Section 17, Township 53 South, Range 41 East, in Miami-Dade County, Florida, less the East 35.00 feet thereof, which lies within the external area formed by a 12 foot radius arc, concave to the Southwest, tangent to the West line of the East 35.00 feet thereof, and tangent to the South line of the North 15.00 feet thereof.

SEC 8, 9, 16, 17, 20, 21, 28 & 29

TWP 53 S

RGE 41 E



LOCATION MAP

NOT TO SCALE

R/W TO BE ACQUIRED BY THE COUNTY

EXHIBIT "B"

MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY DIVISION
RIGHT OF WAY ENGINEERING SECTION

NW 37 Avenue

From NW North River Drive to NW 79 Street

SCALE 1" = 800'
PROJECT: 20040330
PREPARED BY: L.E.
DATED: 03-04-09

B 16

Exhibit "D"

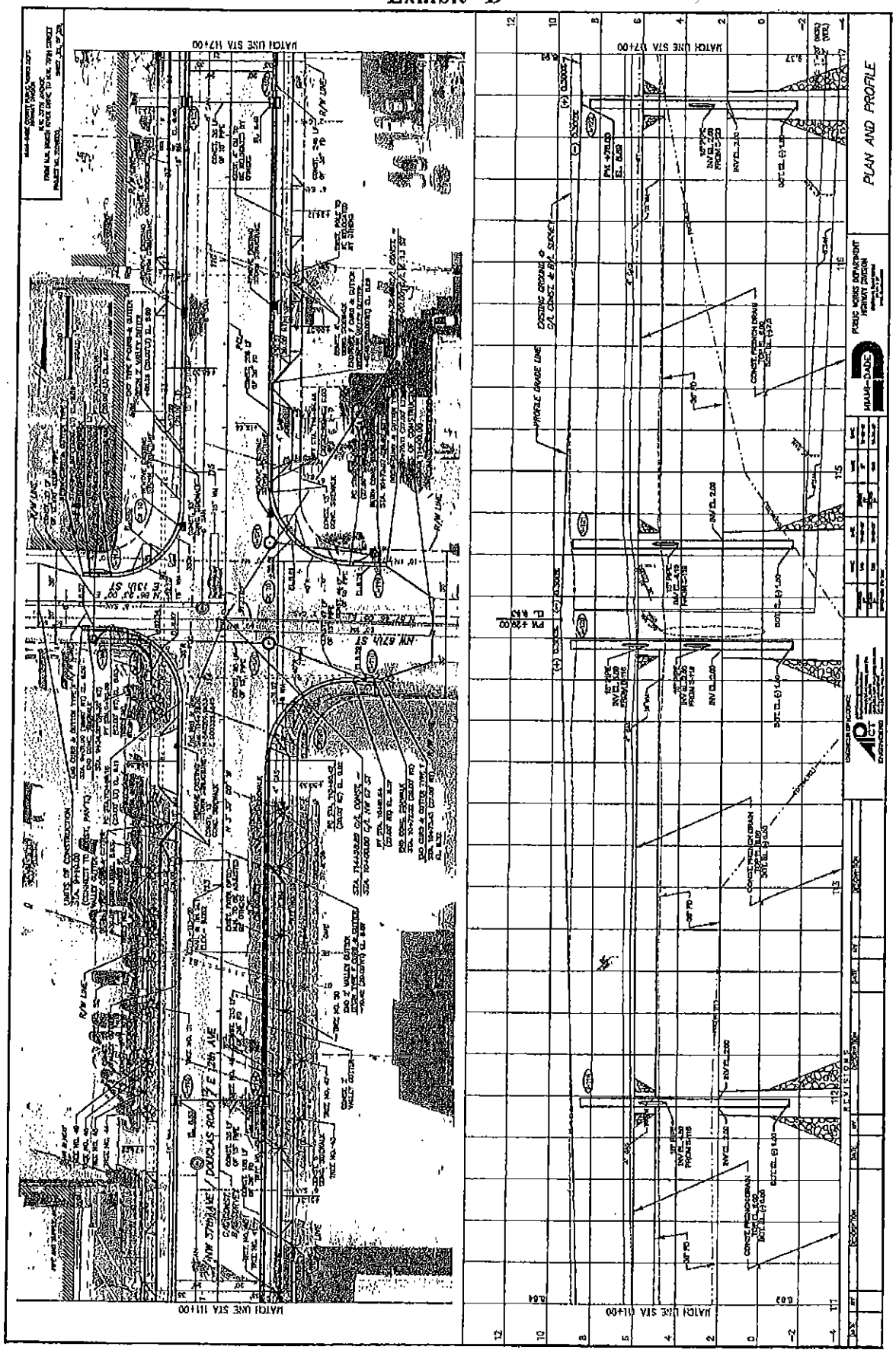

PLAN AND PROFILE
MATCH LINE STA 117+00
MATCH LINE STA 111+00
MIAMI-DADE
PUBLIC WORKS DEPARTMENT
HIGHWAY DIVISION
REVISIONS

Exhibit "D"

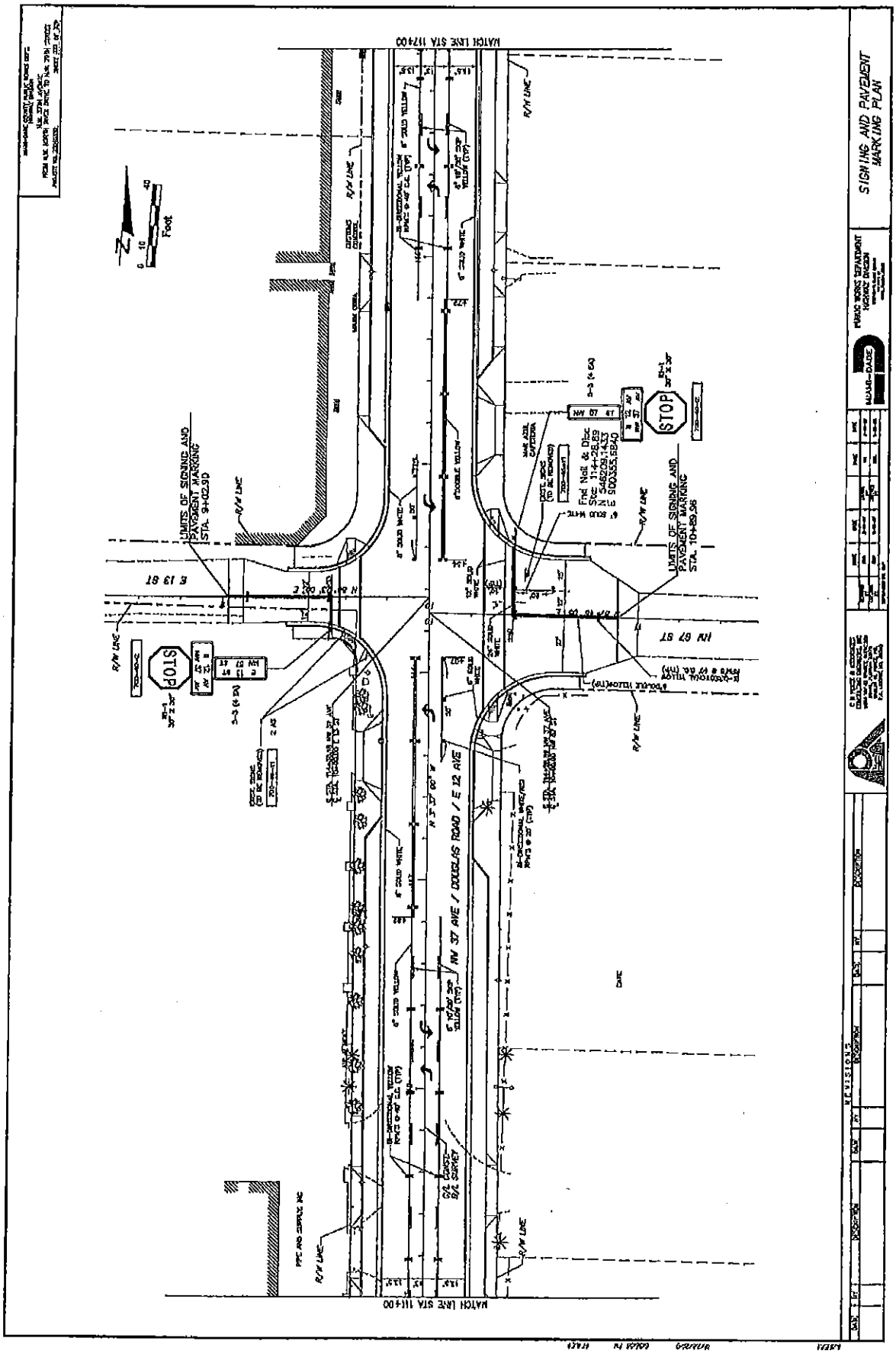
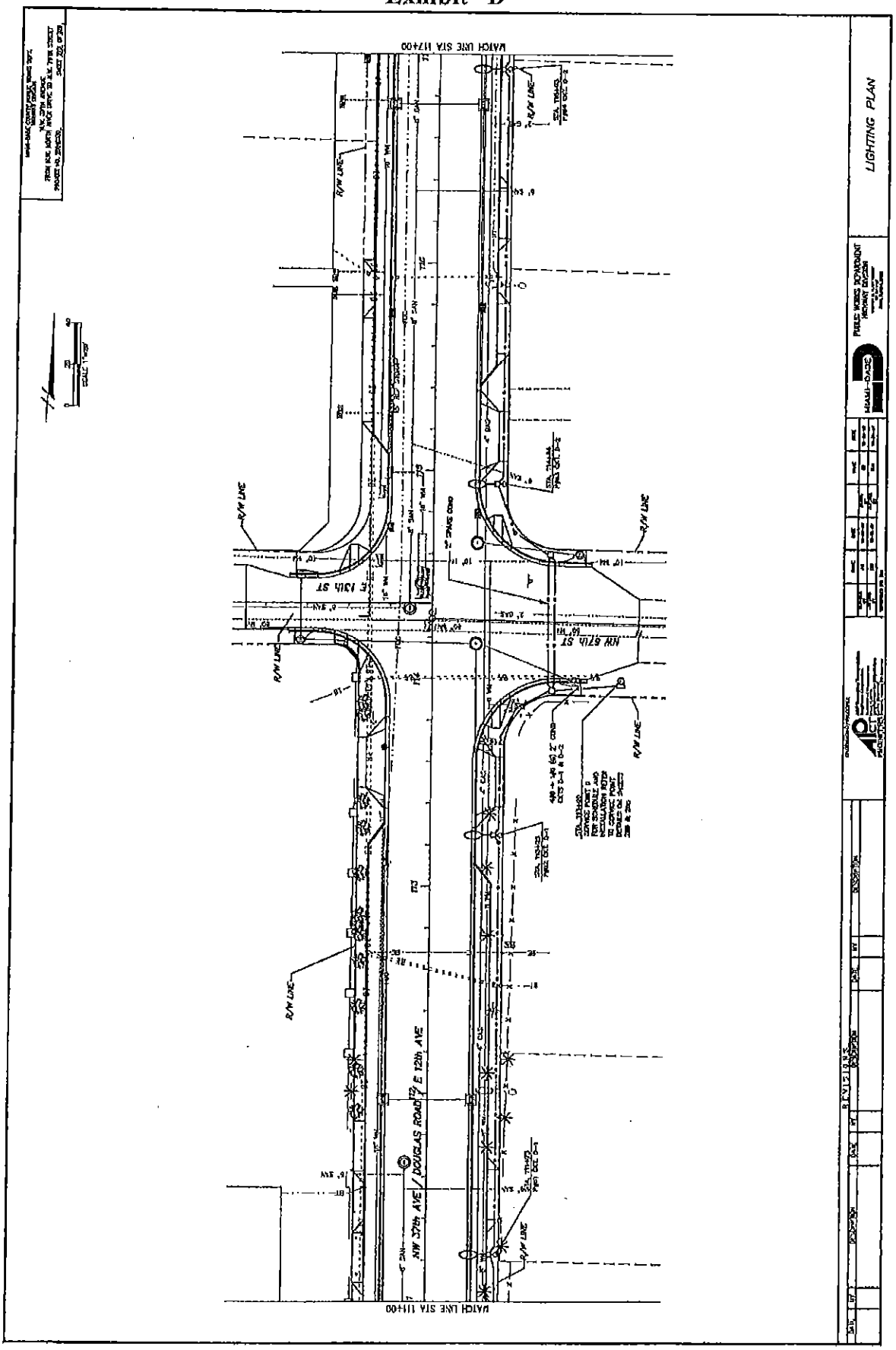

SIGNING AND PAVEMENT MARKING PLAN
MATCH LINE STA 117+00
MATCH LINE STA 111+00
UNITS OF SIGNING AND PAVEMENT MARKING STA. 9+02.90
UNITS OF SIGNING AND PAVEMENT MARKING STA. 10+89.96
E 13 ST
NW 67 ST
NW 37 AVE / DOUGLAS ROAD / E 12 AVE
STOP
STOP
R/W LINE
Foot

Exhibit "D"


LIGHTING PLAN
MATCH LINE STA 117+00
MATCH LINE STA 111+00
R/W LINE
E 13th ST
NW 67th ST
NW 37th AVE / DOUGLAS ROAD / E 12th AVE
PUBLIC WORKS DEPARTMENT
HIGHWAY DIVISION
MIAMI-DADE
REVISIONS

Property Owned By: I & C Investment Group, Inc.
Property Address: 3611 NW 74 Street, Miami, FL 33147-5827
Folio No. : 04-3117-000-0151
Project No. 20040348
NW 37 Avenue from NW N River Drive to NW 79 Street
Parcel No.: 8

TENANT DISCLAIMER OF INTEREST OF Isidro J. Gonzalez AS TO PARCEL NO. 8

Isidro J. Gonzalez, LP, named as an occupant as to Parcel No. 8 in this cause, hereby disclaims any right, title, interest, claim, and/or demand in and to the property described as Parcel No. 8 in this cause and as to the compensation to be paid therefore for the acquisition of said parcel and hereby requests to be dismissed from this cause.

DATED this 21st day of April, 2015

Isidro J. Gonzalez
Signature of Tenant

Print tenant's name: Isidro J. Gonzalez

The Isidro J. Gonzalez Limited Partnership

Isidro J. Gonzalez Holdings Corporation

WITNESS: _____

Exhibit "D"

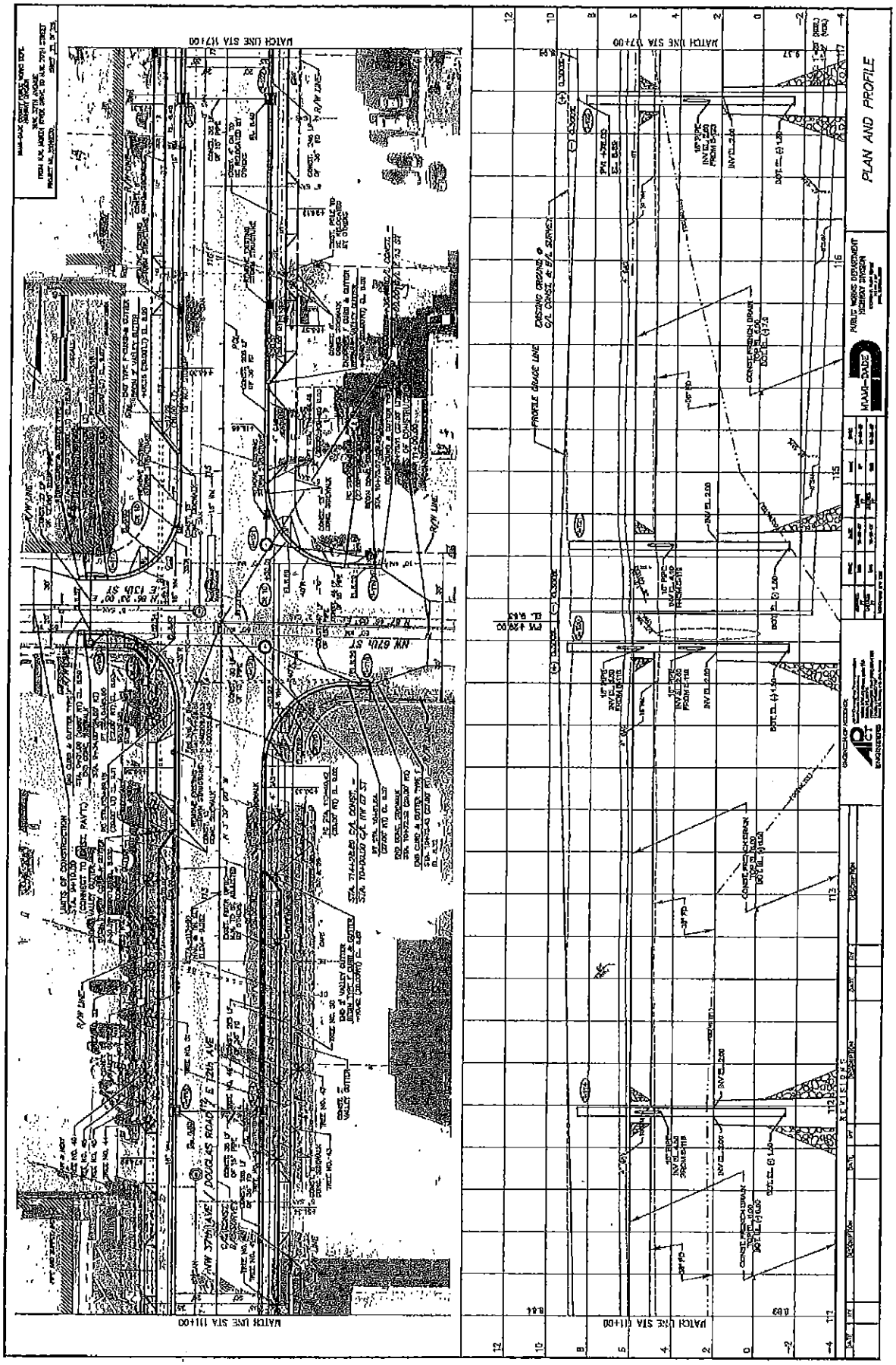

PLAN AND PROFILE
MIAMI-DADE
PUBLIC WORKS DEPARTMENT
HIGHWAY DIVISION
MATCH LINE STA 111+00
MATCH LINE STA 117+00
PROFILE GRADE LINE
EXISTING GROUND @ C/L CONST. & B/L SURVEY
NW 67th ST
NW 37th AVE / DOUGLAS ROAD / E 12th AVE
R/W LINE
REVISIONS

Exhibit "D"

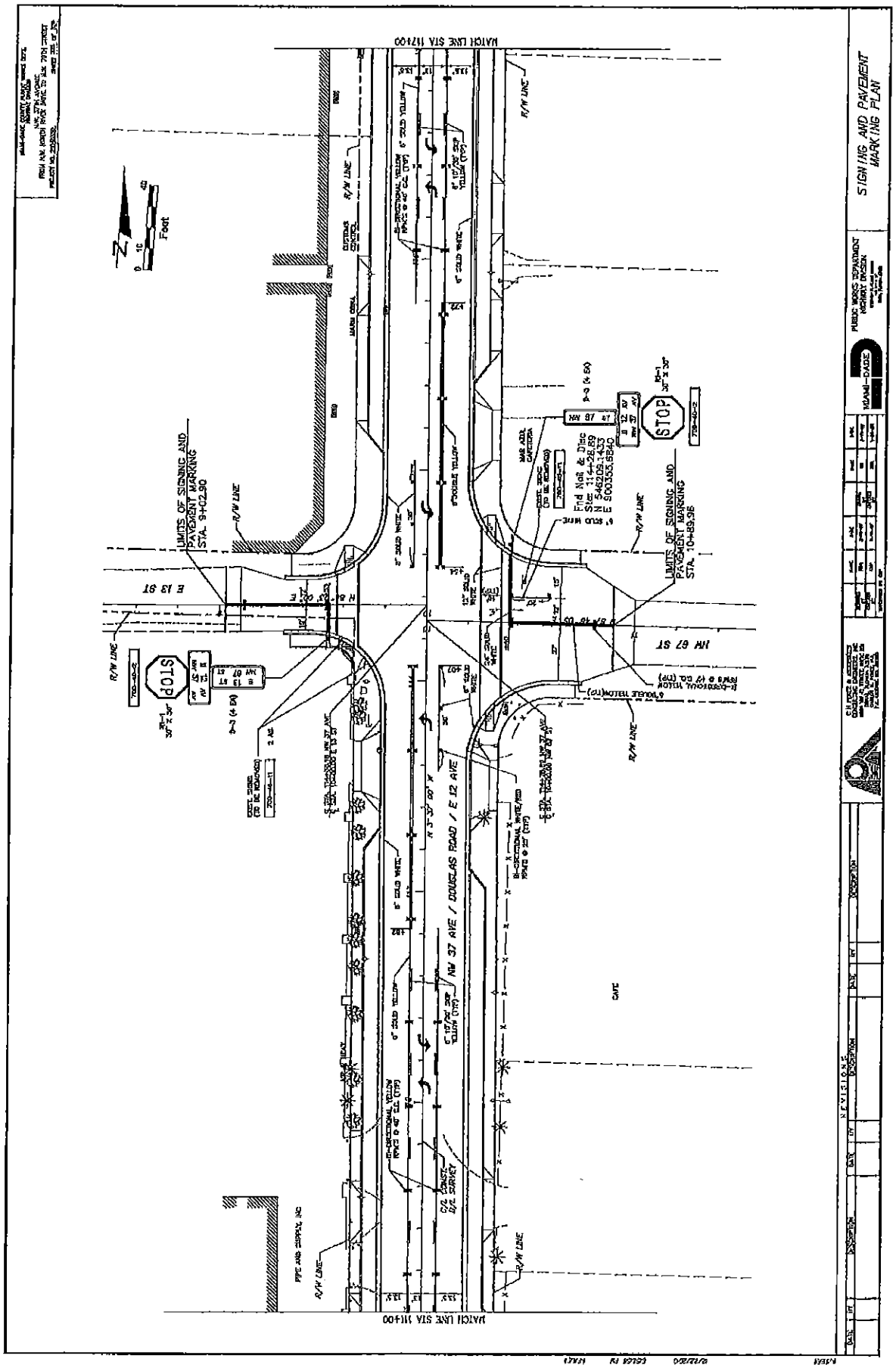
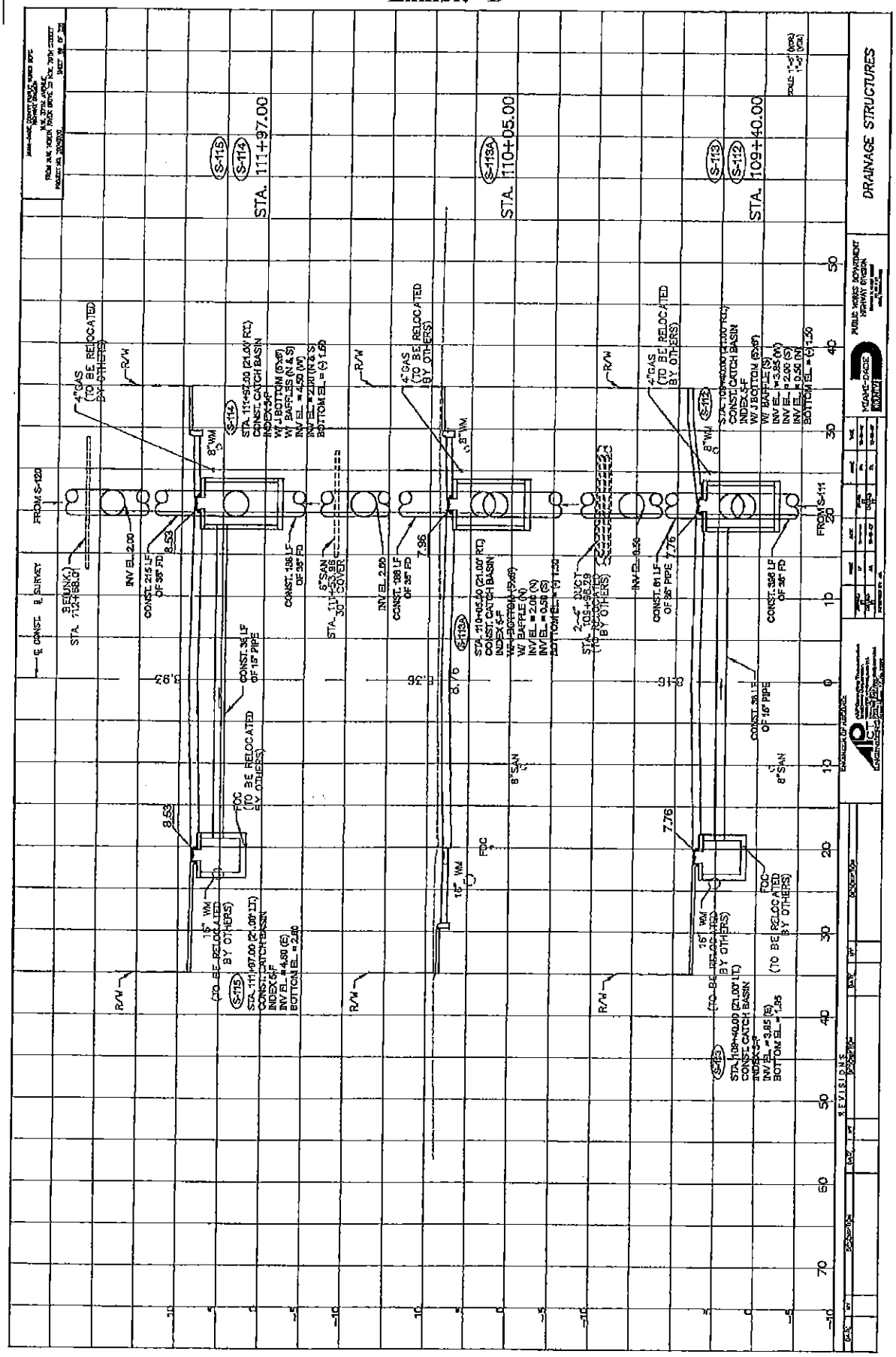
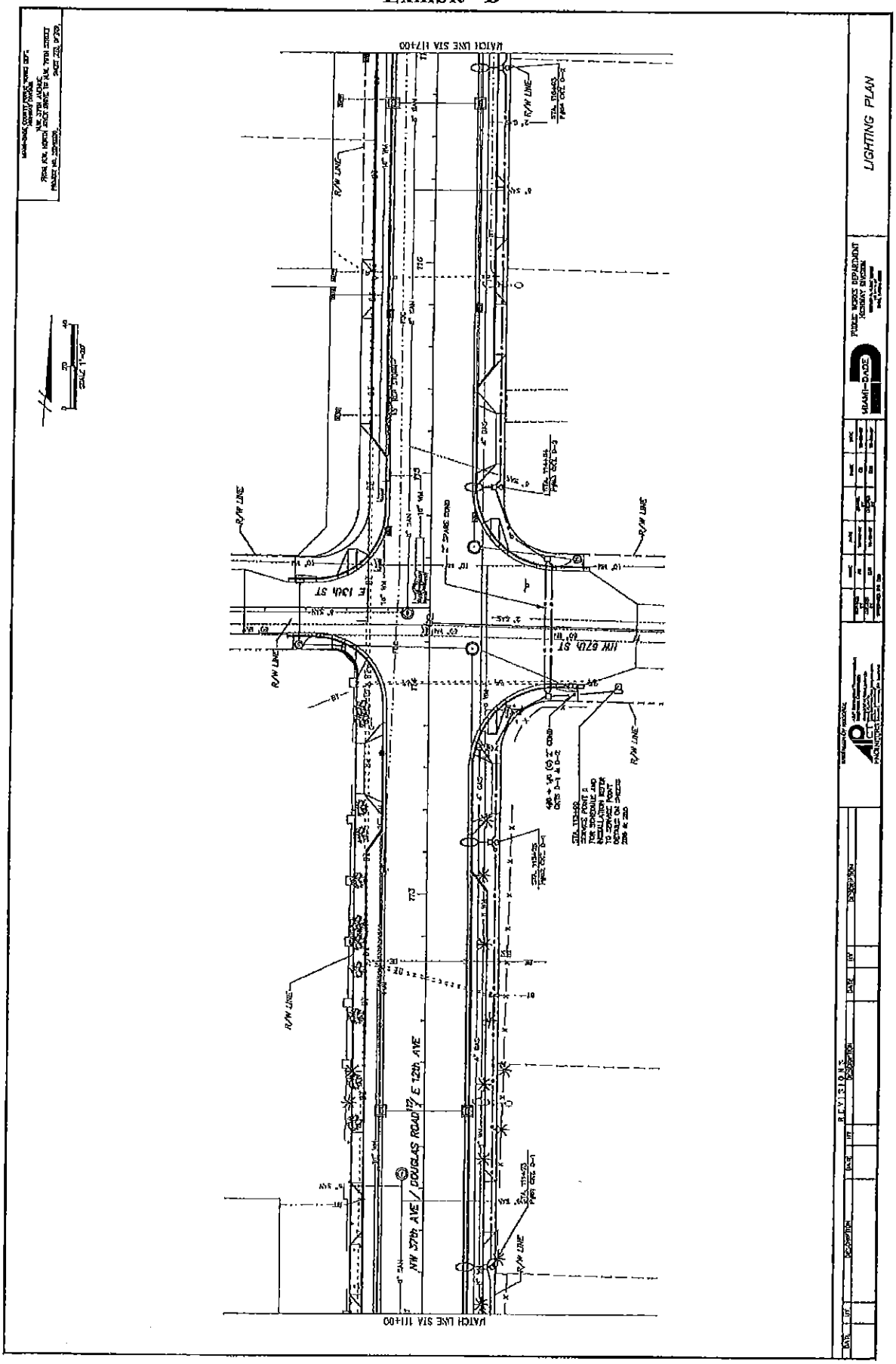

SIGNING AND PAVEMENT MARKING PLAN
MIAMI-DADE
PUBLIC WORKS DEPARTMENT
NORTHWEST DIVISION
MATCH LINE STA 117+00
MATCH LINE STA 111+00
NW 37 AVE / DOUGLAS ROAD / E 12 AVE
E 13 ST
NW 67 ST
STOP
STOP
LIMITS OF SIGNING AND PAVEMENT MARKING STA. 9+02.90
LIMITS OF SIGNING AND PAVEMENT MARKING STA. 10+89.96
Find Nail & Disc
Size: 114+28.89
N 546209.1433
E 900355.6840
R/W LINE
Feet
REVISIONS

Exhibit "D"



DRAINAGE STRUCTURES
STA. 111+97.00
STA. 110+05.00
STA. 109+40.00
S-115
S-114
S-113A
S-113
S-112
FROM S-120
FROM S-111
4" GAS (TO BE RELOCATED BY OTHERS)
16" WM (TO BE RELOCATED BY OTHERS)
8" WM
8" SAN
FDC (TO BE RELOCATED BY OTHERS)
R/W

Exhibit "D"


LIGHTING PLAN
MIAMI-DADE
PUBLIC WORKS DEPARTMENT
NW 37th AVE / DOUGLAS ROAD / E 12th AVE
NW 6TH ST
E 10th ST
R/W LINE
MATCH LINE STA 117+00
MATCH LINE STA 111+00

Memorandum

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: July 15, 2015

Re: **CITT AGENDA ITEM 5C:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC), AUTHORIZE THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO PURCHASE PROPERTY LOCATED AT 6650 NW 37 AVENUE, HIALEAH REFERRED TO AS PARCEL 8 FOR RIGHT-OF-WAY NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED "IMPROVEMENTS TO NW 37 AVENUE FROM NW NORTH RIVER DRIVE TO NW 79 STREET", AT THE NEGOTIATED PURCHASE AMOUNT OF **$18,698.00**; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE THE PURCHASE OF THE PROPERTY; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSES **(PWWM – BCC Legislative File No. 151476)**

On July 15, 2015, the CITT voted (12-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 15-036. The vote was as follows:

Paul J. Schwiep, Esq., Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 1st Vice Chairperson – Aye
Glenn J. Downing, CFP®, 2nd Vice Chairperson – Aye

Joseph Curbelo – Aye
Alfred J. Holzman – Aye
Jonathan Martinez – Absent
Miles E. Moss, P.E. – Aye
Marilyn Smith – Aye
Peter L. Forrest – Aye
Prakash Kumar – Aye
Alicia Menardy, Esq. – Aye
Hon. James A. Reeder – Aye
Hon. Linda Zilber – Aye

cc: Alina Hudak, Deputy Mayor/Director Public Works & Waste Management Department
Bruce Libhaber, Assistant County Attorney