

MEMORANDUM

Agenda Item No. 8(N)(4)

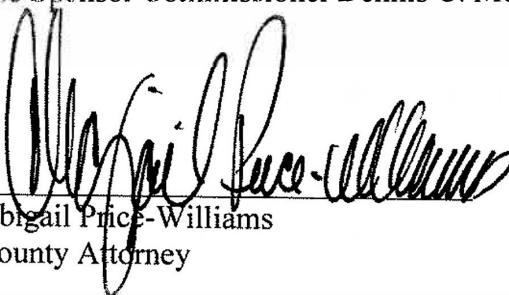
TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: May 5, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving a contract in the amount of \$160,000.00 for sale and purchase between Reliable Property Management, LLC, as Seller and Miami-Dade County, as Buyer, of an approximately 15,000 square foot property; improved with a residence located on the SW corner of NW 2nd Street and NW 2nd Avenue in Florida City, known as Parcel 111 for parking lot expansion and improvements to the existing end-of-the-line transit terminal/park and ride facility at SW 344th Street; declaring such acquisition to be a public necessity; and authorizing the County Mayor to execute the contract, exercise all rights conferred therein, take all other actions necessary to effectuate said purchase, expend any funds received for qualifying relocation expenses, and to accept conveyance of property by Warranty Deed

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



Abigail Price-Williams
County Attorney

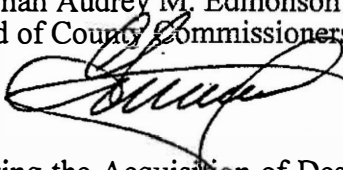
APW/smm

Memorandum



Date: May 5, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez 
Mayor

Subject: Resolution Authorizing the Acquisition of Designated Property Known as Parcel 111 in Connection with the Project Entitled Parking Lot Expansion and Improvements to Existing End-of-the-Line Transit Terminal/Park-and-Ride Facility at SW 344th Street

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution that authorizes the execution of a Contract for Sale and Purchase (Contract) between Miami-Dade County (Buyer) and Reliable Property Management, LLC (Seller) for \$160,000.00 (Attachment "B" to the Resolution). If approved, the resolution: (i) authorizes the acquisition of property (Folio No. 16-7824-007-1180), including an approximately 15,000 square foot residential lot and home at the SW corner of NW 2nd Street and NW 2nd Avenue, Florida City (Property); (ii) authorizes the County Mayor or the County Mayor's designee to execute the Contract and exercise all rights set forth therein; and (iii) authorizes the County Mayor or County Mayor's designee to expend federal funds, if applicable, for any qualifying residential relocation.

Scope

The impact of this project is Countywide; however, it is located within Commission District 9, represented by Commissioner Dennis C. Moss and is located within the municipality of Florida City.

Fiscal Impact/ Funding Source

This resolution approves the acquisition of property as part of a larger project to expand an existing park and ride facility and terminal. The land acquisition will cost \$160,000.00 and the cost of the total project is estimated at \$1,366,507.00. Funding for this project has been awarded through an FTA grant. Funding is programmed within the FY 2019-20 Adopted and Multi-Year Capital Plan, Vol.2. Transportation and Public Works and falls within Project No. 671610/Site No. 75317. The existing bus terminal maintenance and operational cost are \$125,000.00 and once the new facilities are built, annual maintenance and operational costs are estimated to increase to a total of \$170,000.00.

Track Record/Monitor

Francisco Fernandez, Chief Real Estate Officer, Department of Transportation and Public Works (DTPW), Roadway Engineering and Right-of-Way Division, will be responsible for implementation of this item.

Delegated Authority

The County Mayor or the County Mayor's designee is authorized to execute the attached Contract for Sale and Purchase and to exercise and all other rights conferred therein, take all actions to

effectuate the purchase, expend funds for any qualifying relocation expenses and accept conveyance of the property by warranty deed.

Background

DTPW has programmed a project consisting of a parking lot expansion (adding 77 new spaces) and improvements to the existing end-of-the-line transit terminal/park-and-ride and kiss-and-ride facility at SW 344th Street and construction of restroom facilities. The area to be acquired by DTPW for the project improvements is legally described in Attachment "A" to the Resolution. If the current occupant is deemed eligible, in accordance with Federal guidelines and the terms of the federal grant, the occupant will be provided relocation benefits. Another item on this Agenda (Legistar #200310) is also needed for this project.



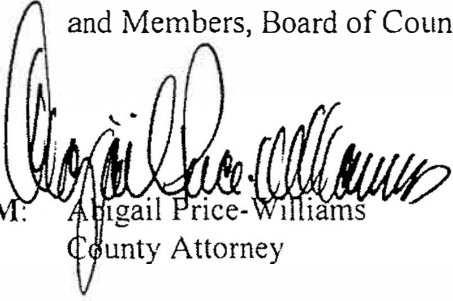
Jennifer Moon
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: May 5, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(4)

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
- Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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(N)(4)
5-5-20

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT IN THE AMOUNT OF \$160,000.00 FOR SALE AND PURCHASE BETWEEN RELIABLE PROPERTY MANAGEMENT, LLC, AS SELLER AND MIAMI-DADE COUNTY, AS BUYER, OF AN APPROXIMATELY 15,000 SQUARE FOOT PROPERTY; IMPROVED WITH A RESIDENCE LOCATED ON THE SW CORNER OF NW 2ND STREET AND NW 2ND AVENUE IN FLORIDA CITY, KNOWN AS PARCEL 111 FOR PARKING LOT EXPANSION AND IMPROVEMENTS TO THE EXISTING END-OF-THE-LINE TRANSIT TERMINAL/PARK AND RIDE FACILITY AT SW 344TH STREET; DECLARING SUCH ACQUISITION TO BE A PUBLIC NECESSITY; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT, EXERCISE ALL RIGHTS CONFERRED THEREIN, TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE SAID PURCHASE, EXPEND ANY FUNDS RECEIVED FOR QUALIFYING RELOCATION EXPENSES, AND TO ACCEPT CONVEYANCE OF PROPERTY BY WARRANTY DEED

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:

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

Section 2. This Board approves the Contract for Sale and Purchase, in the amount of \$160,000.00, between Reliable Property Management, LLC, as Seller, and the County, as Buyer, of an approximately 15,000 square foot improved property including a residence, located at SW corner of NW 2nd Street and NW 2nd Avenue in Florida City in substantially the form attached

as Attachment "B" and made part hereof, to be utilized in connection with the project consisting of a parking lot expansion and improvements to an existing end-of-the-line transit terminal/park-and-ride facility located at SW 344th Street. This Board further authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County, to exercise all rights conferred therein, to take all other actions necessary to effectuate said purchase, to accept conveyance of said property by Warranty Deed, and to expend any federal funds received for eligible relocation of the residence to the extent applicable.

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

Audrey M. Edmonson, Chairwoman	
Rebeca Sosa, Vice Chairwoman	
Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of May, 2020. 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

ATTACHMENT "A"

Miami-Dade County
Public Works R/W Division

Legal Description
(Fee Simple)

Parcel 111

All of Lots 4 and 5 in Block 19, of MAP OF DETROIT, FLORIDA, commonly known as TOWN OF FLORIDA CITY, according to the plat thereof, as recorded in Plat Book 2, at Page 74, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "A"
(1 of 1)

CONTRACT FOR SALE AND PURCHASE

Project Name: Parking Lot Expansion and Improvements to existing end-of-the-line transit terminal/park-and-ride facility at SW 344th Street
Project No. 20100622
Parcel # 111, Folio #: 16-7824-007-1170

This **Contract for Sale and Purchase** is entered into as of the 13 day of November 2019, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "Buyer" and **Reliable Property Management, LLC**, 7342 NE 11 St., Okeechobee, FL 34974-8127, hereinafter referred to as "Seller".

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 that certain real property for Parking Lot Expansion and Improvements to existing end-of-the-line transit terminal/park-and-ride facility at SW 344th Street comprising approximately 15,000 square feet of real property and more specifically described in **Exhibit A**, and shown **Exhibit B**; together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter, and other rights appurtenant to real property, if any, and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, 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, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights benefiting the real property, if any. (All of the foregoing being referred to as the "Property").

2. **PURCHASE PRICE.** Buyer agrees to pay a purchase price of **\$160,000.00 (One Hundred Sixty Thousand and 00/100 Dollars)**, exclusive of all previously dedicated rights of way, if any. The said price will be paid at closing by Miami-Dade County check for the Property referenced in "Exhibit A and Exhibit B" herein. This contract is for the real estate to be acquired in fee simple and will be subject to Miami Dade Board of County Commission (BCC) approval.

3. **INTEREST CONVEYED.** Seller is the recorded owner of the fee simple title to the subject Property, and agrees to convey good, marketable and insurable title, which is unencumbered and free of any liens, mortgages, leases, or any other encumbrance, 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 Dade County Tax Collector.

5. **TITLE INSURANCE.** Buyer shall, at Buyer's own cost and expense and within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment and Buyer shall 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 and pay the cost of recording of 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, including the institution of necessary lawsuits. The Seller hereby agrees to use reasonable diligence to cure said defects including the institution of necessary lawsuits. If Seller is unable, after reasonable diligence, to make the title good, marketable and insurable and acceptable to Buyer, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option. Seller shall pay all reasonable recording fees for corrective instruments required hereunder. Should the estimated cost to cure said title defect exceed a sum which is equal to 2% of the purchase price as stated in paragraph 2, Seller may elect to terminate this contract and neither party shall have any further obligations under this Contract.

6. PROPERTY INSPECTION: Seller shall grant reasonable access to the Property to Buyer, its agents, contractors and assigns for the purpose of conducting the inspections described below; provided, however, that all such persons enter the Property and conduct the inspections at their own risk.

a) Hazardous Materials: 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 of the Property by the Dade County Department of Environmental Resources Management (DERM) and conduct any tests required or recommended by DERM to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. The term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste; it shall also include solid waste or debris of any kind. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Property, Buyer may elect to terminate this Contract and both Buyer and Sellers shall be released from all further obligations hereunder. Should Buyer elect to proceed with closing, Seller shall, at Seller's sole cost and expense and prior to closing, promptly and diligently commence and complete any and all assessments, clean ups and monitoring of the Property necessary to obtain full compliance with any and all applicable federal, state and local laws, ordinances, rules and regulations and any other applicable governmental restrictions. However, should the estimated cost of clean up of hazardous materials exceed a sum which is equal to 2 % of the purchase price as stated in paragraph 2., Sellers may elect to terminate this contract and neither party shall have any further obligations under this Contract.

7. TENANCIES.

 A. Seller further warrants and represents that no person is living on or occupying the Property, 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 to provide Buyer with copies of all lease documents affecting such lessee(s). (Attach additional sheets as necessary):

Carina Rocha 237 NW 2nd St, FL City, FL

Please provide a copy of the current lease, if any. _____

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, the Seller shall pay such lien.

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 Buyer.

10. **TIME.** Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary by Buyer's and Seller' 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.

12. **BROKERS.** Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Seller. Seller shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent.

13. **EXPENSES.** Seller shall be responsible for recording fees on the Warranty Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Warranty Deed.

14. **LOSS.** All risk of loss to the Property shall be borne by Seller until transfer of title.

15. **ACCESS.** Seller warrants and represents that there is legal ingress and egress to the Property.

16. **POSSESSION.** Seller shall deliver possession of the Property and keys to all locks, if any, to the Buyer at closing.

17. **DEFAULT.** If Seller defaults 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.

18. **LITIGATION.** In the event of any litigation arising out of this Contract, each party shall bear its own attorney's fees and costs, including appellate proceedings.

//

19. **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.

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 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.

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 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 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, approval by Federal Transit Agency, if required, and the Effective Date hereof shall be the date of approval hereof by the Miami-Dade County Board of County Commissioners ("Board"), no motion to reconsider such approval is made at the next regularly scheduled meeting of said Board. If a motion to reconsider approval hereof is made within such time, then the Effective Date hereof shall be the date of the next regularly scheduled meeting of the Board, at which next regularly scheduled meeting, provided a motion to reconsider has been filed, the Board shall reconsider its prior approval hereof; provided further, however, that such initial Board approval or subsequent reconsideration and approval ratification shall not be effective until the earlier of: a) the date the Mayor of Miami-Dade County indicates approval of such County Commission action; or b) the lapse of ten (10) days without the Mayor's veto (the "Effective Date"). In the event that the Mayor vetoes the Board's approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto, which shall be at the next regularly scheduled meeting of the Board after the veto occurs, in which case such override date shall be the Effective Date. The actions of the Commission and the Mayor in connection with the award or rejection of any contract rest within their sole discretion. The date of such approval of the Contract by Buyer as set forth above, along with the execution by the Miami-Dade County Manager and attested by the Clerk of the Board, is the Effective Date of this Contract. Buyer agrees to promptly deliver the Buyer executed Contract within ten (10) days of the Effective Date.

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

as to Buyer: Raul O. Ballina, Real Estate Officer
Miami-Dade County
Department of Transportation and
Public Works
111 N.W. 1 Street, Ste 1610
Miami, FL 33128

as to Seller: Patricia Bloom, as Manager of,
Reliable Property Management, LLC
7342 NE 11 ST.
Okeechobee, FL 34974

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

BUYER:

ATTEST:

MIAMI-DADE COUNTY

By: _____
Clerk

By: _____
County Mayor or County Mayor's
Designee

Approved as to form
and legal sufficiency.

Assistant County Attorney

The foregoing was accepted and approved on the ___ day of _____, 2019, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

(Seller's signature on following page)

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand and seal the day and year first above written.

Nancy E. Raddatz
Witness
Nancy E. Raddatz
Witness Printed Name

Reliable Property Management, LLC

By: [Signature]
Patricia Bloom, Its Manager

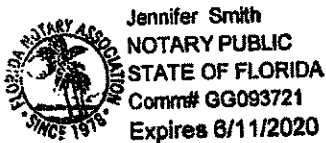
Jessica Holeczek
Witness
Jessica Holeczek
Witness Printed Name

STATE OF FLORIDA
COUNTY OF Okeechobee

I HEREBY CERTIFY, that on this 13 day of November, 2019, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Patricia Bloom, Manager of Reliable Property Management, LLC, a Florida Limited Liability Company, LLC** personally known to me, or proven by producing the following identification: FLD to be the person(s) who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

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

NOTARY SEAL/STAMP



[Signature]
Notary Signature
Print Name: Jennifer Smith
Notary Public, State of FL
My commission expires: 11/11/2020
Commission/Serial No. GG 093721

Legal Description
(Fee Simple)

Parcel 111

All of Lots 4 and 5 in Block 19, of MAP OF DETROIT, FLORIDA, commonly known as TOWN OF FLORIDA CITY, according to the plat thereof, as recorded in Plat Book 2, at Page 74, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "A"
(1 of 1)

EXHIBIT "B"

SEC 24
TWP 57 S
RNG 38 E

LEGEND

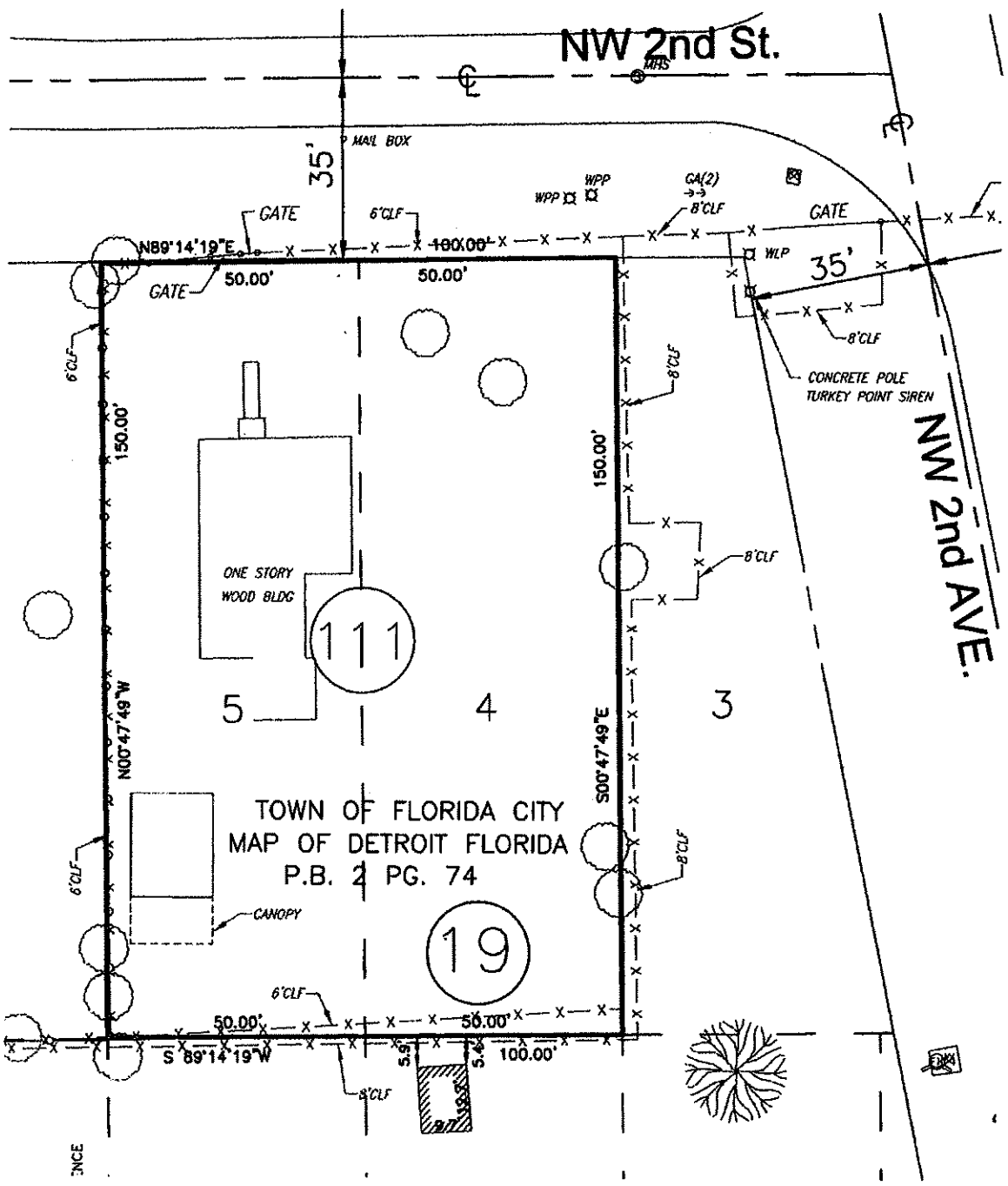
- BOUNDARY LINE PARCEL 111
- CENTER LINE
- RIGHT-OF-WAY

ABBREVIATIONS:

- TWP = Township
- C.B.S. = Concrete Block Structure
- San. = Sanitary
- P.B. = Plat Book
- Elev. = Elevation
- Rng = Range
- Sec = Section
- CL = Centerline
- Pg = Page
- Util. = Utility

SURVEYOR'S NOTES:

Bearings shown hereon are based on the westerly right of way line of NW 2nd Ave. as being on an assumed bearing of S 11°21'40" E.



TOWN OF FLORIDA CITY
MAP OF DETROIT FLORIDA
P.B. 2 PG. 74

FOLIO 16-7824-007-1170
PARCEL AREA: 15,000 SQ. FT. OR 0.344 AC.±



DTPW
THIS IS NOT A SURVEY

MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS RIGHT OF WAY DIVISION ENGINEERING SECTION	PARK & RIDE AT SW 344 ST. & BUSWAY	SCALE: 1" = 30' DATE: 9-26-17
	PARCEL NO. 111	PREPARED BY: J Tirado
		CHECKED BY: C. Socarras
		PROJECT 20100622 SHEET 1 OF 1