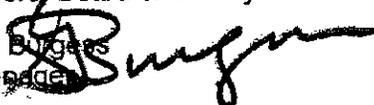


# Memorandum



**Date:** April 4, 2011

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

**From:** George M. Burgas  
County Manager 

**Subject:** Acquisition of approximately 69,718 square feet of warehouse/office space at 3651 NW 79<sup>th</sup> Avenue, Doral for the purpose of relocation and expansion of the Animal Services Department headquarters and animal shelter

Agenda Item No. 8(F)(1)(C)

Resolution No. R-236-11

## RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached Contract for Sale and Purchase in the amount of \$6,625,000 for the acquisition of approximately 69,718 square feet of warehouse/office space at 3651 NW 79<sup>th</sup> Avenue, Doral, for the purpose of relocation and expansion of the Animal Services Department (ASD). The item has been prepared by General Services Administration (GSA) and is recommended for approval.

**LOCATION:** 3651 NW 79<sup>th</sup> Avenue, Doral

**COMMISSION DISTRICT:** 12

**DISTRICT IMPACT:** Countywide

**SELLER:** ARC & Children Investments, LLC, a Florida Limited Liability Company

**COMPANY PRINCIPAL:** Managing Member: Ricardo Cajigas

**TAX FOLIO NUMBER:** 35-3027-007-0010

**LAND:** 219,863, square feet (5.05 acres) (Attachment A)

**SIZE:** 69,718 total square feet of warehouse showroom consisting of:  
13,000 sq. ft. office space on two floors  
56,718 sq. ft. warehouse area

**PURCHASE PRICE:** \$6,625,000 less the cost of the traffic study performed by the County at the request of the City of Doral (estimated to be \$23,000).

Note: Capital Commercial Group, Inc. (seller's real estate broker for this transaction) has agreed to pay to Miami-Dade County, General Services Administration, a fee equal to \$57,000.00 for the work it performed in this transaction. This fee would otherwise go to the seller's broker.

**FINANCIAL IMPACT:**

**Acquisition:**

Purchase Price	\$ 6,625,000.00
Planning, Design, Construction and Fit-up	<u>7,375,000.00</u>
Total	\$14,000,000.00

**Funding:**

Capital Asset Series 2009B Bonds	\$ 4,000,000.00
Building Better Communities GOB	7,000,000.00
Proceeds from sale of the existing facility	<u>3,000,000.00</u>
	\$14,000,000.00

Project 1998460 is included as a part of the FY 2010-11 Adopted Capital Budget, Volume 3, Page 5. Funding for this project includes Building Better Communities GOB future proceeds. The appraised value for the existing facility has been revised and therefore the total project cost has also been adjusted accordingly. Upon completion of the project in FY 2011-12, it is estimated that the operating impact will be \$485,000, this impact is also included in the Adopted Capital Budget document as reference above. Therefore, there is no operating impact in the current year.

**APPRAISED VALUE:**

Two independent appraisals were commissioned by the County. An appraisal by Integra Realty Resources Scott M Powell, MAI, MRICS dated January 5, 2011 concluded a fair market value of \$6,500,000. An appraisal by T.F. Magenheimer Appraisal, Inc., Thomas F. Magenheimer, MAI dated January 8, 2011 concluded a fair market value of \$6,750,000. Both appraisals reflect the fair market value of the base building and land AS IS. The average of the two appraisals is \$6,625,000

**ZONING:**

1, Industrial District. The proposed use is permitted under the current City of Doral zoning. Note: While the City of Doral has determined that the County's proposed use of the property as an animal shelter is permitted under the property's present zoning, they expressed a concern about a possible increase of traffic and requested a level 3 traffic study. Additionally, although Doral projects that more parking spaces will be required than the site presently has, staff has prepared a preliminary parking plan demonstrating that sufficient parking can be accomplished by restriping the existing parking lot.

**JUSTIFICATION:**

The County has operated its 43,500 square foot animal control facility at 7401 NW 74 Street since its acquisition in 1974. The property was originally built in 1969 as an animal hospital. In 1974 the County began implementing several additions and renovations to better serve the needs of the shelter. However, as services have increased over the years, the facility has become inadequate and inefficient in serving ASD's needs.

In December 2005, the County hired LIVS Associates to perform a feasibility study which enumerated the facility's shortcomings, including site limitations that would preclude expansion, inefficient layout and design, sub-standard building construction and life safety issues. The study concluded that an expansion and renovation on the current site was not feasible. As a result, staff evaluated numerous parcels of vacant land and existing facilities.

This acquisition comes at a time when ASD is experiencing unprecedented growth and success in intake and adoption. The new facility will provide a vastly improved setting that will enable ASD to administer humane care to dogs and cats and better serve visitors. The premises will consist of a total of 69,718 square feet of office and shelter space and is accessible via the major arteries of State Road 836, NW 79<sup>th</sup> Avenue and NW 36<sup>th</sup> Street.

In October, 2006, the County entered into a contract with LIVS Associates to develop the architectural program and prepare construction plans, specifications and bid documents for a new facility. Working directly with the Animal Services staff, they have developed a detailed program to address the current and future needs of the department, including the appropriate HVAC and plumbing systems, flow of animals and the public and all animal care areas. Because we are now proposing to renovate an existing structure rather than construct a new facility, staff will be presenting an amendment to the contract with LIVS next month to modify the scope accordingly.

In compliance with Resolution R-1200-05, sustainable building measures will be incorporated into the design, construction, renovation and maintenance of both the building and the interior improvements.

Staff anticipates that Animal Services will occupy the newly renovated facility within 18 months following the effective date of the Sale and Purchase Agreement.

Proceeds from the sale of the current ASD property have been budgeted as part of this project.

**MONITOR:**

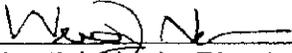
Leland Salomon, Director, Office of Real Estate Development and Services, General Services Administration

Jose Perez, Director, Design and Construction Services, General Services Administration

Honorable Chairman Joe A. Martinez  
And Members, Board of County Commissioners  
Page 4

DELEGATED  
AUTHORITY:

Authorizes the County Mayor or County Mayor's designee to execute the Purchase and Sale Agreement and to take all actions contained therein in order to effectuate the purchase of the subject property.

  
\_\_\_\_\_  
Wendi J. Norris, Director  
General Services Administration

**APPRAISAL OF REAL PROPERTY**

**Crudele Warehouse Showroom**

Industrial Warehouse-Showroom Property  
3651 NW 79th Avenue  
Doral, Miami-Dade County, Florida 33178  
Client Reference Number: R-797-00

**PREPARED FOR:**

Mr. Leland S. Salomon  
Director  
General Services Administration Office of  
Real Estate Development and Services  
Miami-Dade County  
111 NW 1 Street  
Miami, FL 33126

**EFFECTIVE DATE OF THE APPRAISAL:**

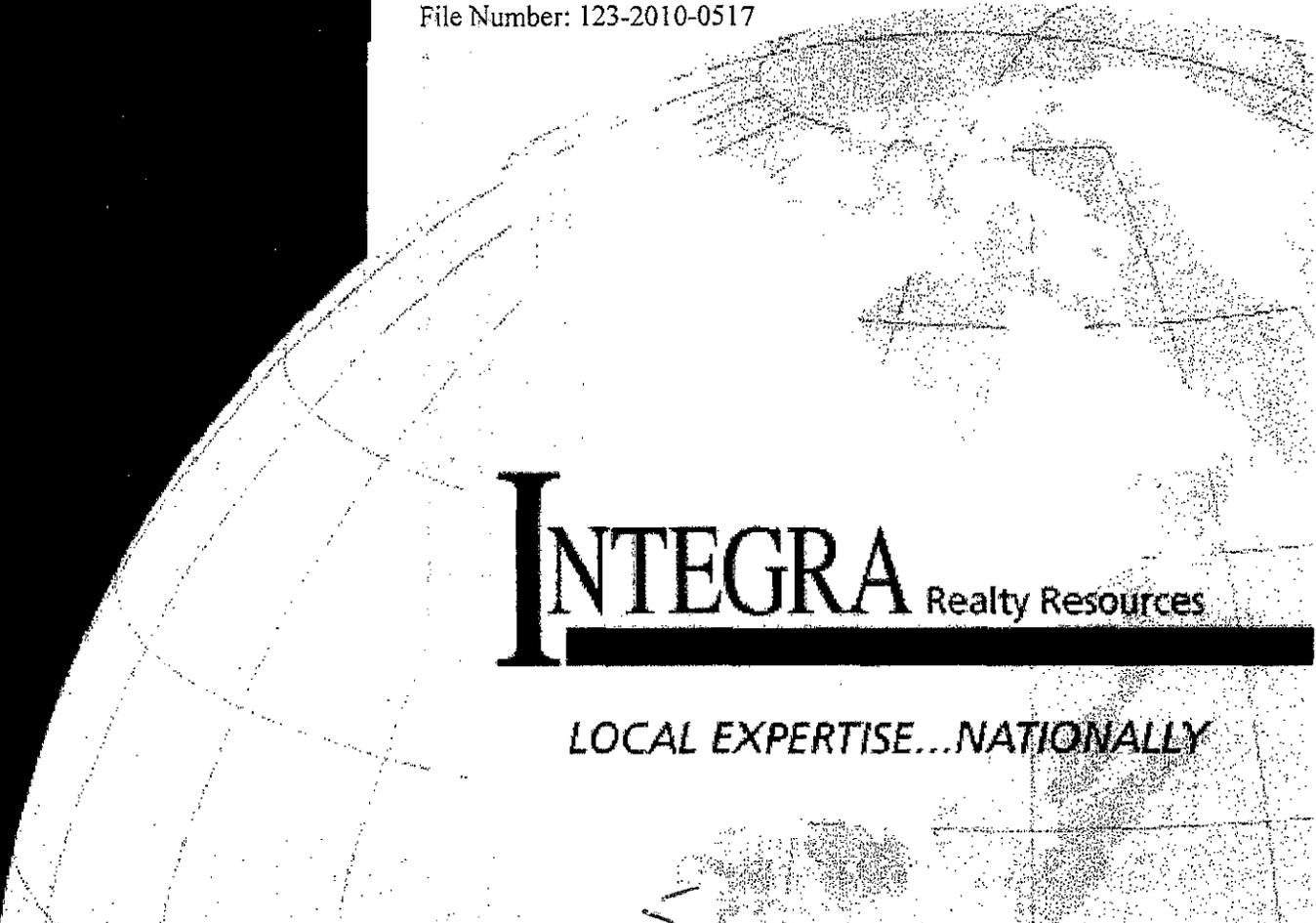
January 5, 2011

**REPORT FORMAT:**

Self-Contained

**INTEGRA REALTY RESOURCES - MIAMI/PALM BEACH**

File Number: 123-2010-0517



**I** **NTEGRA** Realty Resources

**LOCAL EXPERTISE...NATIONALLY**

## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

### PART ONE

Property Name	Crudele Warehouse Showroom	
Address	3651 NW 79th Avenue Doral, Florida 33178	
Property Type	Industrial Warehouse-Showroom - Industrial	
Owner of Record	ARC & Children Investments LLC	
Tax ID	35-3027-007-0010	
Land Area	5.04 acres; 219,542 SF	
Rentable Area	69,716 SF	
Percent Leased	100%	
Year Built	1978	
Zoning Designation	I, Industrial District	
Highest and Best Use		
As if Vacant	Industrial use	
As Improved	Continued industrial use	
Exposure Time; Marketing Period	12 months; 12 months	
Effective Date of the Appraisal	January 5, 2011	
Date of the Report	January 27, 2011	
Property Interest Appraised	Fee Simple	
Market Value Indications		
Cost Approach	Not Used	
Sales Comparison Approach	\$6,500,000	(\$93.24/SF)
Income Capitalization Approach	\$5,000,000	(\$71.72/SF)
Market Value Conclusion	\$6,500,000	(\$93.24/SF)

# APPRAISAL REPORT

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## PROPOSED ANIMAL SERVICES FACILITY

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LOCATED AT:

3651 N.W. 79<sup>TH</sup> AVENUE  
DORAL, FLORIDA

PREPARED FOR:

MIAMI-DADE COUNTY  
GENERAL SERVICES ADMINISTRATION  
111 N.W. FIRST STREET, SUITE 2460  
MIAMI, FLORIDA

AS OF:

JANUARY 8, 2011

PREPARED BY:

T. F. MAGENHEIMER APPRAISAL, INC.  
7300 NORTH KENDALL DRIVE - SUITE 530  
MIAMI, FLORIDA 33156

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS.

Type Report	Summary
Purpose of Appraisal	Market Value
Property Rights Appraised	Fee Simple
Location	3651 N.W. 79 <sup>th</sup> Avenue Doral, Florida
Land Size	219,863 Square Feet/5.05 Acres
Improvements	One-story warehouse/showroom building
Age	1978
Zoning	I, Industrial District
Highest and Best Use	Existing warehouse use
Indications of Value:	
Cost Approach	Not Indicative
Income Approach	\$6,300,000
Sales Comparison Approach	\$6,770,000
Final Estimate of Market Value	\$6,750,000
Date of Value Estimate	January 8, 2011
Date of Inspection	January 8, 2011
Date of Report	January 14, 2011



# MEMORANDUM

(Revised)

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

**DATE:** April 4, 2011

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

**SUBJECT:** Agenda Item No. 8(F)(1)(C)

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(F)(1)(c)  
4-4-11

RESOLUTION NO. R-236-11

RESOLUTION APPROVING THE CONTRACT FOR SALE AND PURCHASE OF 3651 NW 79 AVENUE, CITY OF DORAL, IN THE AMOUNT OF \$6,625,000, WITH MIAMI-DADE COUNTY AS PURCHASER AND ARC & CHILDREN INVESTMENT'S, LLC, AS SELLER FOR PROPERTY OF APPROXIMATELY 69,718 SQUARE FEET OF WAREHOUSE/SHOWROOM SPACE FOR THE PURPOSE OF RELOCATING AND EXPANDING THE ANIMAL SERVICES DEPARTMENT; AUTHORIZING THE USE OF BETTER BUILDING COMMUNITIES GENERAL OBLIGATION BOND PROGRAM FUNDS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

**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 these matters set forth in the foregoing recitals.

Section 2. This Board hereby approves the Contract for Sale and Purchase in the amount of \$6,625,000 as shown in Exhibit "1" attached hereto and made a part hereof, between ARC & Children Investments, LLC, a Florida Limited Liability Company as Seller and Miami-Dade County as Buyer, of approximately 69,718 square feet of warehouse/showroom space at 3651 NW 79 Avenue in the City of Doral more specifically described in Exhibit "A" in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or the County Mayor's designee to exercise the provisions contained therein; and authorizes the use of Better Building Communities General Obligation Bond funds.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

	Joe A. Martinez, Chairman	<b>aye</b>	
	Audrey M. Edmonson, Vice Chairwoman	<b>aye</b>	
Bruno A. Barreiro	<b>nay</b>	Lynda Bell	<b>aye</b>
Jose "Pepe" Diaz	<b>aye</b>	Carlos A. Gimenez	<b>aye</b>
Sally A. Heyman	<b>aye</b>	Barbara J. Jordan	<b>aye</b>
Jean Monestime	<b>aye</b>	Dennis C. Moss	<b>aye</b>
Rebeca Sosa	<b>nay</b>	Sen. Javier D. Souto	<b>aye</b>

The Chairperson thereupon declared the resolution duly passed and adopted this 4<sup>th</sup> day of April, 2011. 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: **Christopher Agrippa**  
Deputy Clerk



Approved by County Attorney as  
to form and legal sufficiency.

Debra Herman

**EXHIBIT 1****CONTRACT FOR SALE AND PURCHASE**

*24* THIS CONTRACT FOR SALE AND PURCHASE is entered into as of the day of *February* 2011 by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, located at 111 NW 1<sup>st</sup> Street, Suite 2460, Miami, Florida, 33128, hereinafter referred to as "Buyer" and **ARC & CHILDREN INVESTMENTS, LLC**, a Florida Limited Liability Company, whose address is 3651 NW 79<sup>th</sup> Avenue, Miami, Florida 33166, 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 and Buyer agrees to purchase from Seller that certain real property located at 3651 NW 79<sup>th</sup> Avenue, City of Doral, Miami-Dade County, Florida, identified by folio number 35-3027-007-0010 and legally and more specifically described in **Exhibit A**, together with all tenements, hereditaments, privileges, servitudes, and other rights appurtenant to real property, if any (collectively, the "Property"), 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 as same may apply to and benefit the Real Property, if any.

**2. PURCHASE PRICE.** Buyer agrees to pay a purchase price for the Property of \$6,625,000.00 (Six Million Six Hundred and Twenty-five Thousand Dollars and NO/100). The purchase price to be paid at closing shall be subject to the other adjustments and prorations provided for herein and will be paid at closing by County check for the Property referenced above.

**3. INTEREST CONVEYED.** Seller is the record owner of the fee simple title to the subject Property and agrees to convey good, marketable and insurable title by Warranty Deed.

**4. AD VALOREM TAXES.** Buyer is a political subdivision of the State of Florida, and 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 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 furnish a copy to the Seller. Said commitment shall show a good, marketable and insurable title to the Property in the Seller's name. Buyer shall have ten (10) business

days from receipt of title commitment to inspect said title documents and report defects, if any, in writing to the Seller. In the event this transaction closes, 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 ("Title Company") in the amount of the purchase price. In addition, the policy shall insure title to the Real Property for the period between closing and recording of the General Warranty Deed. If the title commitment shows title to the Property to be unmarketable and uninsurable and Seller cannot make the title marketable and insurable within thirty (30) days after notice from 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.

**6. INSPECTIONS/HAZARDOUS MATERIALS.** Buyer shall, at its own cost and expense, and within sixty (60) days from the Effective Date of this Contract (the "Inspection Period"), conduct whatever inspections, tests and investigations of the Property as Buyer deems necessary to determine defects to the Property including fill requirements not limited to the cost to cure the land for flood condition, and demucking. The Buyer may obtain a Letter of Current Enforcement Status of the Property by the Miami-Dade County Department of Environmental Resources Management (DERM) and conduct any tests and investigations of the Property as 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. Should such inspections show defects to the Property, including but not limited to the presence of hazardous material and/or excessive development cost, which Buyer is unable or unwilling to accept, Buyer may elect to terminate its processing of this Contract by giving Seller written notice prior to the expiration of the Inspection Period, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Seller in Seller's sole discretion elects in writing, and within fifteen days of Buyer's notice of defect, to repair such defects to Buyer's satisfaction in Buyer's sole discretion. Seller shall include a timeframe within which it shall repair such defects. Should Seller be unable or unwilling to repair such defects to Buyer's satisfaction, or if the timeframe is unacceptable to Buyer, then Buyer may waive all such defects and proceed to closing at Buyer's option without adjustment to the Purchase Price, such option to be exercised in writing within fifteen (15) days of Seller's notice to Buyer that they are unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as above set forth.

Notwithstanding the foregoing, if the Letter of Current Enforcement Status or any subsequent testing performed by the Buyer prior to Closing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Real Property, Buyer or Seller may elect to terminate this Contract within fifteen (15) days of receipt of such Letter or testing reports by giving written notice to the other party, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those

which expressly survive the termination hereof. Should Buyer and Seller elect not to terminate this Contract and proceed with Closing, Seller shall, at Seller's sole cost and expense, promptly and diligently commence and complete any and all assessments and clean ups and monitoring of the Property necessary to obtain full compliance with any and all applicable federal governmental restrictions. This transaction shall close within 45 days of full compliance. Buyer agrees to give Seller copies of all such Letters and testing reports promptly upon Buyer's receipt of same. (See "AS IS" Rider attached)

**7. SURVEY.** Seller, at Seller's sole cost and expense and not less than 30 days prior to closing, shall deliver to Buyer, a current, certified boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer, the Title Company and the Seller. The date of certification shall be within sixty (60) days before the Closing date, unless this sixty (60) day time period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. The survey shall contain a certification of the number of square feet and calculated acreage contained in the Property, less any dedicated right of way thereon. If the survey shows any encroachment on the Property or that any improvements on the Property encroach on the land of others, the same shall be regarded as a title defect. The legal description in the survey shall be subject to Seller's and Buyer's approval.

**8. TRAFFIC STUDY.** Buyer, at Seller's sole cost and expense, shall commission a Level 3 Traffic Study to assess roadway concurrency and parking sufficiency examining the effect of the Buyer's intended use of the property as an animal shelter. Said Traffic Study is a prerequisite for the City of Doral approval in Paragraph 13 of this contract. The cost of said Traffic Study shall be deducted from the Buyers cost at Closing.

**9. 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 and agreed upon 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 subject to all limitations of Section 768.28, Florida Statutes. Buyer shall not in the course of such entry make any invasive tests, alterations or improvements to the tract owned by Seller, except with the express written consent of Seller. Buyer hereby agrees to indemnify, protect and hold harmless Seller from and against any and all claims, demands, losses, costs, damages to the tract. If Closing does not occur, Buyer shall repair and restore the Property to the condition existing prior to any test or construction on the site.

**10. TENANCIES.** Seller further warrants and represents 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.

**11. PRORATIONS.** In addition to proration of taxes as provided in Paragraph 4 above, expenses for electricity, water, sewer, waste collection, and personal property taxes, if any and all revenue if any shall be prorated to the day prior to closing.

**12. LIENS.** All liens of record, including certified municipal and county liens, as well as special assessments, if any, shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the 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.

**13. CLOSING.** The closing of this transaction shall be completed within thirty (30) days of the later of *shall be*

(a) the date that is ten (10) days after the date of its adoption by the Miami-Dade Board of County Commissioners (Board), unless vetoed by the County Mayor, and if vetoed, only upon an override by the Board, or

(b) the date of approval by the City of Doral in such format acceptable to the County that the County meets all concurrency standards for this Property and that the County can use the Property for its intended use, or

(c) completion of the Inspection and compliance periods provided for in paragraph 6 **INSPECTIONS/HAZARDOUS MATERIALS**, above.

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 mutually set by Buyer and Seller.

**14. TIME.** Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary 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 which are beyond the control of Seller or Buyer.

**15. BROKERS.** The Seller warrants to the County that it has not dealt with any real estate brokers, salesmen or finders in connection with this transaction other than Capital Commercial Group, Inc. If any other broker, salesman or finder claiming to have dealt through or on behalf of Seller then Seller shall indemnify, defend and hold harmless the County and the County's officers, directors, agents and representatives, from and against all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorney's fees and court costs at trial and all appellate levels) with respect to said claim from commissions. Notwithstanding anything to the contrary contained in this Contract, the provisions of this paragraph shall survive the closing and any cancellation or termination of this Contract.

The County represents and warrants that it is represented in this transaction solely by the Miami Dade County General Services Administration ("GSA"), and the parties agree that GSA shall be paid a \$57,000.00 real estate commission by Seller at closing.

**16. FINANCING.** Closing shall be all cash payable by wire transfer to Seller; this purchase is not contingent on Buyer obtaining financing.

**17. 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 General Warranty Deed

**18. LOSS.** All risk of loss, except any loss arising solely from Buyer's inspection referred to in Paragraph 6, to the Property shall be borne by Seller until transfer of title.

**19. ACCESS.** Seller warrants and represents that there is legal ingress and egress to the Property being purchased under this contract.

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

**21. DEFAULT.** If either party defaults under this Contract, then the other party may waive the default and proceed with closing without adjustment to the purchase price, in which event any and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.

**22. ATTORNEY'S FEES:** If either party institutes legal proceedings to interpret or enforce their rights under the terms of this Contract for Sale and Purchase, the parties agree that the losing party, in any such law suit, will pay to the prevailing party all costs and expenses incurred or expended by the said prevailing party in connection with the prosecuting or the defense of the said lawsuit and any and all appeals, including but not limited to reasonable attorneys' fees. Any such litigation commenced by either party will be instituted in the Miami-Dade County circuit court and the parties waive their rights of venue to have the suit filed in any other place.

**23. DISCLOSURE.** Seller warrants that there are no facts which materially and adversely affect the physical condition and present use of the Property which have not been disclosed by Seller to Buyer that have arisen during Seller's ownership of the Property or which are not readily observable to Buyer or which Buyer cannot discover during customary due diligence.

**24. SUCCESSORS IN INTEREST.** This Contract will enure to the benefit of and be binding upon, and is intended solely for the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns; and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

**25. GOVERNING LAW.** This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade

County.

**26. INVALID PROVISIONS.** In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision (s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

**27. 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.

**28. ASSIGNMENT.** Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other.

**29. 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.

**30. EFFECTIVENESS.** The effectiveness of this Contract is contingent upon approval by the Miami-Dade County Board of County Commissioners ("Board"), as well as public hearing for governmental facility approval pursuant to Section 33-303 of the Code of Miami-Dade County, if applicable; provided, however, that such Board approval shall not be effective until the earlier of; a) the date the Mayor of Miami-Dade County indicates approval of such 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 approval, the Board approval shall not be effective in the absence of a vote to override the Mayor's veto that 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 rests within their sole discretion. The date of such approval of the Contract by Purchaser, as set forth above is the Effective Date of this Contract.

It is expressly understood by Purchaser and Seller that this sale is conditioned upon Buyer's right to use the Property as an animal shelter, including all associated uses and materials therewith. This sale is also conditioned upon the approval by the City of Doral allowing such use. In the event that either of these conditions fail to occur prior to Closing, this Contract is null and void.

Notwithstanding any of the foregoing, in the event that for any reason whatsoever the Closing of this Contract has not occurred within 180 days from the Effective Date of this Agreement, then either party may terminate this Contract without penalty or cost.

**31. RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

**32. NOTICE:** All communications regarding this transaction shall be directed to: as to Buyer:

Director  
General Services Administration  
111 NW 1<sup>st</sup> Street, Suite 2460  
Miami, Florida 33128

as to Seller: ARC & Children Investments, LLC  
3651 NW 79<sup>th</sup> Avenue,  
Miami, Florida 33166

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 Manager

Date: \_\_\_\_\_

Approved as to form  
and legal sufficiency.

\_\_\_\_\_  
Assistant County Attorney

SELLER:

[Signature]  
Witness

Liza Cabrales  
Print

[Signature]  
Witness

ROSSIBELL GONZALEZ  
Print

ARC & CHILDREN INVESTMENTS, LLC

By: [Signature]

Name:

Title:

Date: 2/24/11.

STATE OF Florida  
COUNTY OF Miami Dade

I HEREBY CERTIFY, that on this 24 day of February, 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Marcelo Cajigas for ARC, personally known to me, or proven, by producing the following identification: \_\_\_\_\_ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at 3631 HWY 79 AVE Doral 33166 in the County and State aforesaid, on this, the 24 day of February, 2011.



[Signature] (SEAL)  
Notary Public  
Sandra K. Beltran  
Print Name

NOTARY SEAL / STAMP

Notary Public, State of \_\_\_\_\_  
My Commission expires \_\_\_\_\_

**"AS-IS" RIDER"**

~~Condition of the Property: After the close of the Inspection Period without a termination of this Agreement by either party,~~ <sup>Closing</sup> Buyer shall be deemed to have acknowledged that Seller has provided Buyer sufficient opportunity to make such independent factual, physical and legal examinations and inquiries as Buyer deems necessary and desirable with respect to the Property and the transaction contemplated by this Agreement and that Buyer has approved the Property. The following provisions shall thereupon be applicable and shall survive the closing or termination of this Agreement:

(a) Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that: (i) Buyer is expressly purchasing the Property in its "AS IS" condition existing at the end of the Inspection Period ordinary wear and tear excepted; (ii) Seller has no obligation to inspect for, repair or correct any such facts, circumstances, conditions or defects or to compensate Buyer for same; (iii) Seller has specifically bargained for the assumption by Buyer of all responsibility to inspect and investigate the Property and of the risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof; and (iv) Buyer has undertaken all such inspections and investigations of the Property as Buyer deems necessary or appropriate under the circumstances as to the condition of the Property and the suitability of the Property for Buyer's intended use, and based upon same, Buyer is and will be relying and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; and

(b) Seller hereby disclaims all warranties of any kind or nature whatsoever, including warranties of habitability and fitness for particular purposes, whether expressed or implied, including, but not limited to, warranties with respect to the property, tax liabilities, zoning, land value, availability of access or utilities, ingress or egress, governmental approvals, or soil conditions and that the property complies with the laws of any governmental authority, except to the extent that Seller has received actual written notice of non-compliance issued by any governmental authority and has informed Buyer of the notice of non-compliance. Buyer further acknowledges that Buyer is buying the property "as is" and in its present condition and that except as otherwise expressly provided in this agreement and in Seller's deed, Buyer is not relying upon any representation of any kind or nature made by Seller, or any of its employees or agents with respect to the property, including any discussions, meetings, drawings, computations, designs, or other information which were or may have been provided by Seller.

Buyer's Initials \_\_\_\_\_

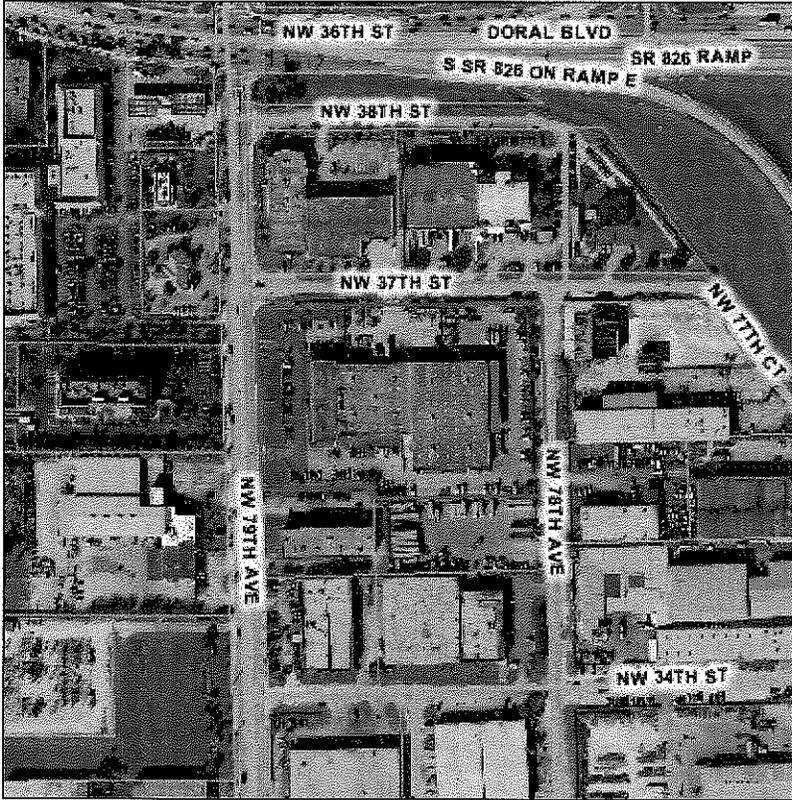
Seller's Initials   *JS*

**My Home**  
Miami-Dade County, Florida

**miamidade.gov**

**MIAMI-DADE**

**Property Information Map**



Aerial Photography - 2009

0 158 ft

This map was created on 2/15/2011 10:07:33 AM for reference purposes only.

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Close

**Summary Details:**

Folio No.:	35-3027-007-0010
Property:	3651 NW 79 AVE
Mailing Address:	ARC & CHILDREN INVESTMENTS LLC 3651 NW 79 AVE MIAMI FL 33166-6607

**Property Information:**

Primary Zone:	7300 INDUSTRIAL-HEAVY
CLUC:	0037 WAREHOUSE OR STORAGE
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	69,716
Lot Size:	5.04 ACRES
Year Built:	1978
Legal Description:	CRUDELE AIRPORT INDUSTRIAL PARK PB 86-29 PORT OF TR-A BEG NE COR TR-A S383.181FT W352FT N26FT W223.960 FT N348.925FT NELY A/D 40.03FT E550.928FT TO POB

**Assessment Information:**

Year:	2010	2009
Land Value:	\$4,617,123	\$5,056,849
Building Value:	\$643,151	\$339,169
Market Value:	\$5,260,274	\$5,396,018
Assessed Value:	\$5,260,274	\$5,396,018

**Taxable Value Information:**

Year:	2010	2009
Applied Exemption/ Taxable Value:		
Applied Exemption/ Taxable Value:		
Regional:	\$0/ \$5,260,274	\$0/ \$5,396,018
County:	\$0/ \$5,260,274	\$0/ \$5,396,018
City:	\$0/ \$5,260,274	\$0/ \$5,396,018
School Board:	\$0/ \$5,260,274	\$0/ \$5,396,018

**Sale Information:**

Sale Date:	1/2005
Sale Amount:	\$6,000,000
Sale O/R:	23009-0920
Sales Qualification Description:	Sales which are qualified
<a href="#">View Additional Sales</a>	

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MIAMI-DADE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
OFFICE OF THE COMMISSION AUDITOR



Legislative Notes

Agenda Item: 8(F)1(C)  
File Number: 110405  
Committee(s) of Reference: Board of County Commissioners  
Date of Analysis: March 20, 2011  
District: 12  
Type of Item: Resolution

**Summary**

This resolution approves a Contract for Sale and Purchase in the amount of \$6,625,000 for the acquisition of approximately 69,718 square feet of warehouse/office space at 3651 N.W. 79th Avenue, Doral, Florida for the purpose of relocation and expansion of the Animal Services Department (ASD). According to the FY 2010-11 Adopted Capital Budget, Volume 3, Page 5, the estimated annual operating impact will be \$485,000. The operating impact will commence upon completion of the project in FY 2011-12, and not during the current year.

*Two (2) independent appraisals concluded a fair market of \$6,500,000 and \$6,625,000. The property was previously sold on January 2005 for \$6,000,000. (See Folio No. 35-3027-007-0010)*

**In 2006, the County entered into a contract with LIVS Associates to develop the architectural program and prepare constructions plans, specifications and bid documents for a new facility. Pursuant to the memo, staff will be presenting an amendment to the LIVS contract next month to modify the scope. The following questions were posed to General Services Administration (GSA) staff:**

- When did the Board of County Commissioners (BCC) approve the LIVS contract? *The original contract was approved under the Expedite Ordinance, Section 2-8.2.7 of the Code of Miami-Dade County on 10/10/2006.*
- How long was the contract for? *The original contract initiated in 2006 and expired in 2009. The new contract is estimated to run for 425 calendar days.*
- Was it part of a competitive process? *Yes*
- How much is it going to cost to change the scope? *GSA is still negotiating the amount but it will be a reduction by more than half of the original \$1.4M contract.*

According to handwritten page 2 of the memo, the City of Doral has determined that the County's proposed use of the property as an animal shelter is permitted under the property's present zoning; however, they expressed a concern about a possible increase of traffic and requested a level 3 traffic study. Additional questions were posed to GSA staff:

- How much will the study cost? *Approximately \$23,000*
- What if Doral is not happy with the results of the traffic study, can they reject the animal shelter? *If the study says the County is not concurrent, GSA will take appropriate action to become concurrent.*
- What happens if the BCC approves this purchase and the City doesn't? *The deal is subject to the approval of both.*

## Questions and Comments

In response to questions from the Office of the Commission Auditor pertaining to the recommended Animal Services facility, staff from GSA and the ASD provided the information below:

- What is the lifespan of the proposed facility? *The building was originally constructed as a post office in 1978. Based on the appraisal information GSA received, the building has been well maintained and is in good condition. In addition, the County will be making additional improvements to the property prior to ASD's occupancy. The building should have a 40 year additional lifespan with proper maintenance.*
- Will the facility be retrofitted to withstand hurricane force winds? *No, this property was built as a Category 3 building.*
- Were other sites considered? If applicable, please include the other sites. *GSA has evaluated several sites over the past 6 years. In the last two years we have attempted to negotiate the purchase of the JAS building - 2750 N.W. 84th Ave, Doral, FL, and Banyan Village at the Dolphin Commerce Center. Both of these proposals were rejected by the "park" owners because of our intended use of the facility as an animal shelter.*
- Will the facility include emergency generators? *Yes*
- Is the proposed location in the new FEMA designated flood zone? *Yes*
- If available, please include how many parking spaces there are at the current facility and proposed facility. *Presently, there are approximately 200 parking spaces. The lot is 5.05 acres and should accommodate 250 parking spaces.*

**Question:** What happens if the City of Doral rejects GSAs preliminary parking plan and requires additional parking?

- What are the number of cages at the current facility and recommended facility? *According to ASD staff, the current facility has a total of 374 cage spaces but in the summer can have well over 600 animals with the majority of those being dogs. That translates into several dogs per run and as a general rule ASD staff does not like to have more than 3 dogs per run. The facility has 242 dog spaces. ASD has 132 cages/condos for cats. ASD staff does not have a definitive number of cage spaces to report for the new facility as the facility has not been designed yet.*
- *Portions of the current animal services facility are runs that are 10 feet by 2 feet and a portion are small cages for one small dog or puppy.*
- *According to ASD staff, as an open admission facility, euthanasia is based on health, temperament and these space issues. ASD staff is forced to euthanize healthy animals due to space each day and unless our intake numbers decrease, which will continue to happen in the new shelter. The goal is to decrease the intake number so that space is not a reason to euthanize a pet.*

A memo, dated March 11, 2011, from the County Manager to the Board of County Commissioners, was issued stating that the Animal Services Department has nearly tripled the annual number of adoptions over five years, saved an additional 4,000 pets per year via the Rescue Partnership program, and enlisted 40,000 hours of volunteer work. The Florida Animal Control Association named the department Agency of the Year in 2009, and the American Society for the Prevention of Cruelty to Animals selected Miami-Dade as only its 10<sup>th</sup> partner agency.