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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(L)(2)

TO: Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners

DATE: June 3, 2014

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

SUBJECT: Resolution authorizing the County Mayor to accept a negotiated purchase amount of $10,000.00 for the acquisition of Parcel 7, needed for the People's Transportation Plan (PTP) project
Resolution No. R-516-14

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

R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum

MIAMI-DADE COUNTY

Date: June 3, 2014

To: Honorable Chairwoman Rebeca Sosa
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 a Negotiated Purchase Amount of $10,000.00, for the Acquisition of the Property Known as Parcel 7, Located West of SW 123 Avenue and on the North Side of SW 216 Street, for Right-of-Way Needed for the People's Transportation Plan Project Entitled Improvements on SW 216 Street from the Florida Turnpike to SW 127 Avenue, and Authorizing the Use of Charter County Transportation Surtax Funds

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Recommendation
It is recommended that the Board of County Commissioners (BCC) authorize the County Mayor or the County Mayor's Designee to accept a negotiated purchase amount of $10,000.00, for the acquisition of property known as Parcel 7, located West of SW 123 Avenue and on the North side of SW 216 Street, as part of the People's Transportation Plan (PTP) Project Entitled Improvements on SW 216 Street from the Florida Turnpike to SW 127 Avenue, under the terms and conditions stipulated in the Contract for Sale and Purchase which is attached hereto as Exhibit "C".

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

Scope
The property to be acquired is located within Commissioner Dennis C. Moss' District 9.

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 of Miami-Dade County. Funding is programmed within the adopted FY2013-2014 Capital Budget and the index code is CPEPTP709216. This project was specifically listed in the PTP as one of the Board requested improvement projects for Commission District 8 and 9.

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, PWWM, Highway Engineering and Right-of-Way Division.

Background
This resolution is for the approval of the acquisition of Parcel 7, which is required for PWWM's programmed improvements along SW 216 Street, between the Florida Turnpike and SW 127

Avenue. 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 as well as beautify SW 216 Street from the Florida Turnpike to SW 127 Avenue.

The subject property was appraised on April 15, 2013, which established the value at $7,400.00. An offer was made to the owners at the appraised value pursuant to Resolution No. R-818-11. A counteroffer was received in the amount of $15,000.00 from the owner. After extensive negotiations, and in order to settle this matter, the owner and the County agreed on the amount of $10,000.00, including compensation for the property acquired, and for any and all attorneys' fees, expert fees, and costs that may have been incurred by the seller(s). This $10,000.00 settlement amount is recommended as being in the best interest of the County, considering the statutory requirement that generally 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 hereby requested that the attached Contract for Sale and Purchase in the amount of $10,000.00 be approved.

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 3, 2014

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

SUBJECT: Agenda Item No. 8(L)(2)

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)(2)
6-3-14

RESOLUTION NO. R-516-14

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO ACCEPT A NEGOTIATED PURCHASE AMOUNT OF $10,000.00 FOR THE ACQUISITION OF PARCEL 7 A PROPERTY LOCATED WEST OF SW 123 AVE AND ON THE NORTH SIDE OF SW 216 STREET FOR RIGHT-OF-WAY NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED IMPROVEMENTS ON SW 216 STREET FROM THE FLORIDA TURNPIKE TO SW 127 AVENUE, AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SYSTEM SURTAX FUNDS

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; and authorizes and directs the County Mayor, or County Mayor's designee, to execute the contract for sale and purchase attached hereto as Exhibit "C" and to perform all acts necessary to carry out the terms of the contract, in order to acquire the property needed for the project known as Improvements on SW 216 Street from the Florida Turnpike to SW 127 Avenue; and authorizes the use of Charter County Transportation 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 to record the instruments of conveyances accepted herein in the Public Records of Miami-Dade County, Florida and to provide a recorded copy of instrument to the Clerk of the Board within thirty (30) days of

execution of said instruments; and (b) directs 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 **Lynda Bell**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**absent**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2014. 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.

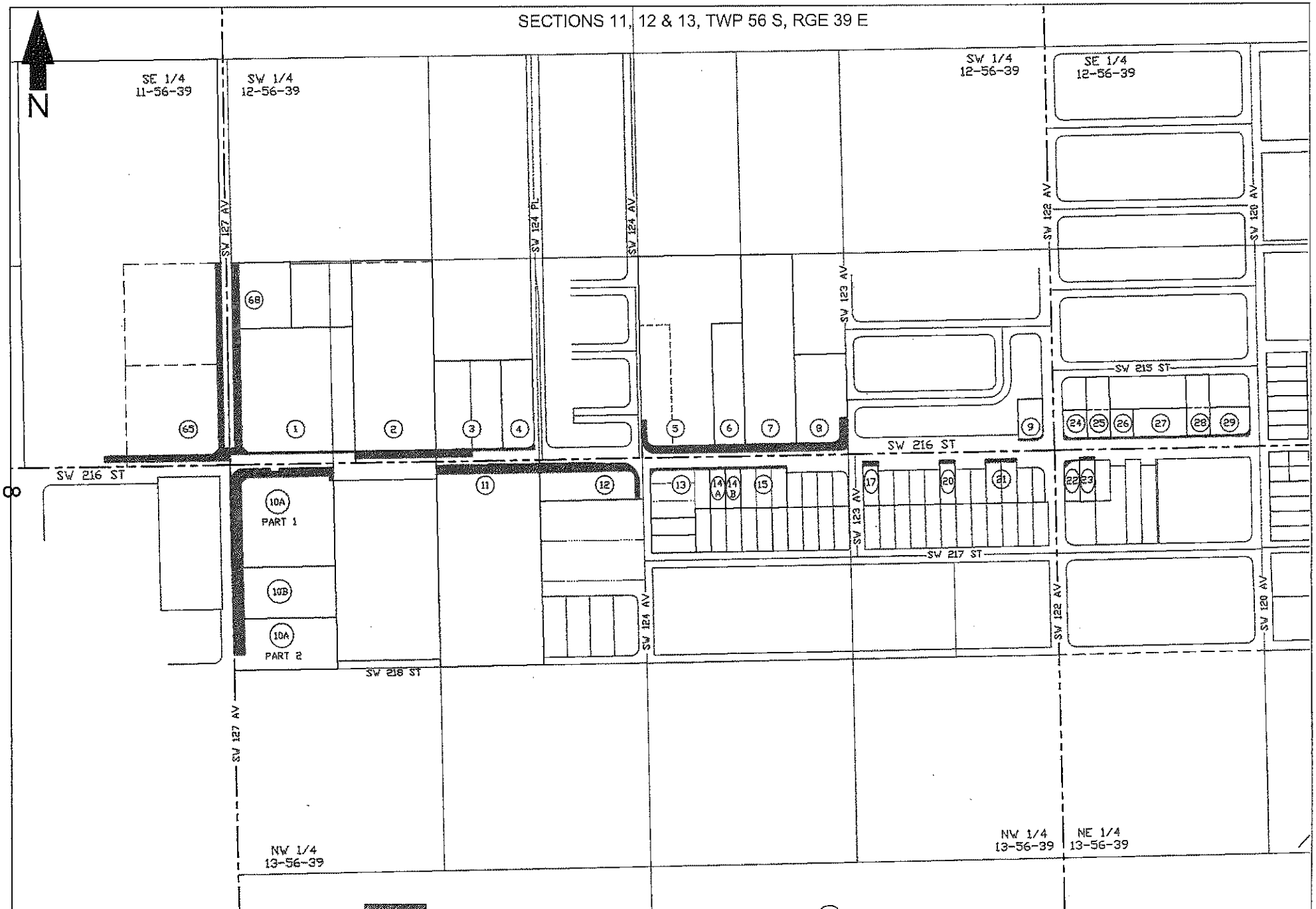
Debra Herman

LEGAL DESCRIPTION
(FEE SIMPLE)

The South 40 feet of the West 1/2 of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 12, Township 56 South, Range 39 East, Miami-Dade County, Florida, LESS existing public road right-of-way.

EXHIBIT A

PROJECT NO. 20040348
PARCEL 7
Page 1 of 1



PROJECT NUMBER 20040348

RIGHT-OF-WAY TO BE ACQUIRED

(1) PARCEL NUMBER

NOT A SURVEY

SW 216 STREET
FROM SW 127 AVE. TO H.E.F.T.

EXHIBIT "B"

NOT TO SCALE
PHASE 1

Project Name: SW 216 Street from 127 Ave. to HEFT
Project No: 20040348, Parcel 7
A Portion of Folio No.: 30-6912-000-0181

CONTRACT FOR SALE AND PURCHASE

This **Contract for Sale and Purchase,** is entered into as of the ___ day of _____ 2013, 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 Coral Homes Developers, Corp., hereinafter referred to as "Sellers" whose Post Office Address is 14335 SW 120 Street, Suite 210, Miami, FL 33186.

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

1. REALTY. Sellers agree to sell to Buyer, and its successors in interest, for road right-of-way improvements to SW 216 Street, from SW 127 Ave. to HEFT, that certain real property comprising **approximately 4,204 square feet** of land described in **Exhibit "A", and shown in Exhibit "B"**, together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter, riparian rights and other rights appurtenant to said real property, all fill and top soil thereon, all oil, gas and mineral rights possessed by Sellers, and all right, title and interest of Sellers in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the real property, and all right, title and interest of Sellers in and to any and all covenants, restrictions, and agreements benefiting the real property (All of the foregoing being referred to as the "Property").

2. PURCHASE PRICE. Buyer agrees to pay Sellers for the property referenced in Exhibit "A", the sum of ~~**$7,400.00 (Seven Thousand Four Hundred Dollars)**~~ $10,000.00 (Ten Thousand & 00/100) MF to be paid at closing by Miami-Dade County or designee by check. This ~~$7,400.00~~ $10,000.00 MF is for the real estate to be acquired in fee simple.

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 by Warranty Deed.

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

5. TITLE INSURANCE. Buyer may, within fifteen (15) business days of the effective-date of this Contract, obtain a marketable title insurance commitment and Buyer may at Buyer's expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida in the amount of the purchase price. Said policy shall show a good, marketable and insurable title to the Property in the Seller's name. In addition, the policy shall insure title to the Property for the period between closing and recording of the warranty deed. In connection herewith, Seller agrees to provide all affidavits and other documents as required by the title insurer. Buyer shall have ten (10) business days from receipt of title documents to inspect said title documents and report defects, if any, in writing to the Seller. If the title search shows title to the Property to be unmarketable and uninsurable as provided herein, the Seller shall have sixty (60) days from receipt of written notice from Buyer to cure the designated defects. If Seller is unable, after reasonable diligence, to make the title good, marketable and insurable and acceptable to Buyer, except that Buyer may waive any defects and proceed with closing at Buyer's option, Buyer may elect to file an eminent domain action for the sole purpose of obtaining clear title to the property, and Seller agrees that the full compensation for such taking shall be the purchase price designated in paragraph 2 hereof and nothing more whatsoever: and Seller further agrees to cooperate fully with Buyer in the eminent domain suit, filing whatever papers, documents or pleadings to accomplish the vesting of title in the Buyer for said purchase price.

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

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

7. TENANCIES.

MF A. Seller 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.

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

_____

_____

_____

_____

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

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

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

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

12. ATTORNEYS FEES. Seller warrants that no persons, firms, or other entities are entitled to attorneys' fees or expert fees in connection with this transaction or subsequent closing.

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

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 until transfer of title.

16. POSSESSION. Seller shall deliver possession of the Property 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, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

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 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.

MF ☒ 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
Public Works and Waste Management Department
111 N.W. 1 Street, Ste 1610
Miami, FL 33128-1970

as to Seller(s): Mario Fernandez, Registered Agent
14335 SW 120 Street, Suite 210
Miami, FL 33186

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

ATTEST:

By:_____
Clerk

BUYER:
MIAMI-DADE COUNTY

By:_____
County Mayor or the Mayor's designee

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

Date: _____

The foregoing conveyance was obtained pursuant to Resolution No. R-818-11 of the Board of County Commissioners of Miami-Dade County, Florida, passed and adopted on the 4th day of October, A.D. 2011.

SELLER(S):
Coral Homes Developers, Corp.

Signed, sealed and delivered in the presence of:

Witness: _____

Witness Print Name: Martin Gonzalez

By: Mario Fernandez, President

Date: 8/28/13

Witness: _____

Witness Print Name: JESUS A. ALFARO

Witness: _____

Witness Print Name: RAFAEL PERLO

By: Title Vice-President
Diego Cayon

Date: 8/28/13

Witness: _____

Witness Print Name: Cristina Maria

CORPORATE SEAL

STATE OF Florida

COUNTY OF Miami-Dade

I HEREBY CERTIFY, that on this 28 day of August, A.D. 2013, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Mario Fernandez,** (personally known to me) or proven, by producing the following identification: FLDL to be the President and Diego Cayon to be the Vice-President of **Coral Homes Development, Corp.,** 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 SEAL/STAMP

Notary Signature

Maria B. Malagon

Printed Notary Name

Notary Public, State of Florida

My commission expires: 3/13/2017

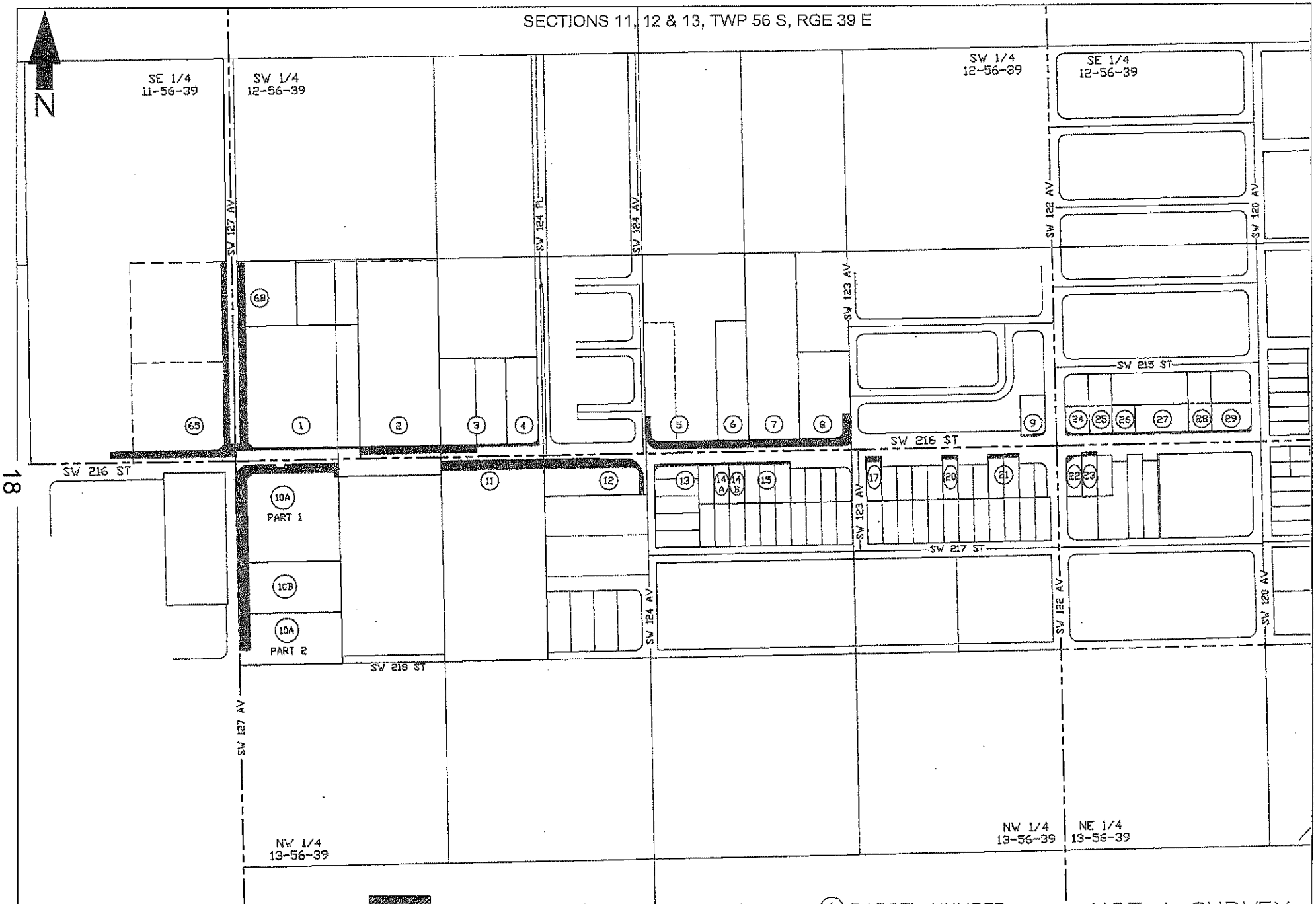
Commission/Serial No. EE 872250

LEGAL DESCRIPTION
(FEE SIMPLE)

The South 40 feet of the West 1/2 of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 12, Township 56 South, Range 39 East, Miami-Dade County, Florida, LESS existing public road right-of-way.

EXHIBIT A

PROJECT NO. 20040348
PARCEL 7
Page 1 of 1


SECTIONS 11, 12 & 13, TWP 56 S, RGE 39 E
N
SE 1/4
11-56-39
SW 1/4
12-56-39
SW 1/4
12-56-39
SE 1/4
12-56-39
SW 127 AV
SW 124 PL
SW 124 AV
SW 123 AV
SW 122 AV
SW 120 AV
SW 215 ST
SW 216 ST
SW 217 ST
SW 218 ST
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10A
PART 1
10B
10A
PART 2
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12
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14A
14B
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24
25
26
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18
NW 1/4
13-56-39
NW 1/4
13-56-39
NE 1/4
13-56-39
PROJECT NUMBER 20040348
RIGHT-OF-WAY TO BE ACQUIRED
1 PARCEL NUMBER
NOT A SURVEY
SW 216 STREET
FROM SW 127 AVE. TO H.E.F.T.
EXHIBIT "B"
NOT TO SCALE
PHASE 1

Project Name: SW 216 Street from 127 Ave. to HEFT
Project No: 20040348, Parcel 7
A Portion of Folio No.: 30-6912-000-0181

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared, Mario Fernandez, ("Affiant(s)") this 28 day of August, 2013, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

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

2) **Coral Homes Developers, Corp.** whose address is 14335 SW 120 Street, Miami, FL 33186 is the record owner of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property"). As required by Section 286.23, Florida Statutes, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statues) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

Name	**Address**	**Interest %**

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

FURTHER AFFIANT(S) SAYETH NOT. **AFFIANTS:**

By: Mario Fernandez, President

By: Diego Cayon (Vice-President)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 28 day of August, A.D. 2013, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Mario Fernandez**, personally known to me, or proven, by producing the following identification: FLDL to be the Director/President and Diego Cayon to be the Vice-President of **Coral Homes Developers, Corp.** 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 PUBLIC STATE OF FLORIDA
MARIA BEATRIZ MALAGON
MY COMMISSION # EE 872250
EXPIRES: March 13, 2017
Bonded Thru Budget Notary Services

Notary Signature

Maria B. Malagon

Printed Notary Name

NOTARY SEAL/STAMP

Notary Public, State of Florida

My commission expires: 3/13/2017

Commission/Serial No. EE872250

Memorandum

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Charles Scurr, Executive Director

Date: May 22, 2014

Re: **CITT AGENDA ITEM 5C:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), ACCEPT A NEGOTIATED PURCHASE AMOUNT OF $10,000.00 FOR THE ACQUISITION OF PARCEL 7, A PROPERTY LOCATED WEST OF SW 123 AVE AND ON THE NORTH SIDE OF SW 216 STREET, FOR RIGHT-OF-WAY NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED IMPROVEMENTS ON SW 216 STREET FROM THE FLORIDA TURNPIKE TO SW 127 AVENUE, AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS **(PWWM – BCC Legislative File No. 140936)**

On May 22, 2014, the CITT voted (10-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 14-023. 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 – Absent
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 – Absent
Hon. Linda Zilber – Aye

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