

MEMORANDUM

Agenda Item No. 8(N)(2)

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


DATE: September 7, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the County Mayor to accept an offer to sell property at the negotiated purchase amount of \$184,100.00 for the acquisition of Parcel 17, a property located along SW 137 Avenue, for right-of-way needed for the People's Transportation Plan Project entitled Improvements to SW 137 Avenue from the Homestead Extension of Florida's Turnpike to US-1, authorizing the County Mayor to perform all acts necessary to effectuate the purchase of the property; and authorizing the use of Charter County Transportation Surtax Funds for such purposes

Resolution No. R-793-16

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Co-Prime Sponsors Commissioner Dennis C. Moss and Commissioner Daniella Levine Cava.



Abigail Price-Williams
County Attorney



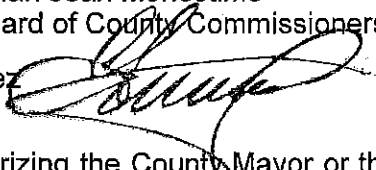
APW/smm

Memorandum



Date: September 7, 2016

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

From: Carlos A. Gimenez 
Mayor

Subject: Resolution Authorizing the County Mayor or the County Mayor's Designee to Acquire Additional Right-of Way needed for a Radius Return and to Accept an Offer to Sell Property at the Negotiated Settlement Amount of \$184,100.00 for the Acquisition of the Property known as Parcel 17, located on SW 137 Avenue, for right-of-Way Needed for the People's Transportation Plan Project Entitled Improvements to SW 137 Avenue, from the Homestead Extension of Florida's Turnpike to US-1, and Authorizing the Use of Charter County Transportation Surtax Funds for Such Purposes

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the Miami-Dade County (County) Mayor or the County Mayor's Designee to accept an offer to buy additional right-of-way needed for a radius return, which provides a smooth transition from the corner of SW 137 Avenue onto SW 252 Street, and to acquire the property known as Parcel 17 at the appraised amount of \$179,100.00, which is needed as part of the People's Transportation Plan (PTP) Project entitled Improvements to SW 137 Avenue from the Homestead Extension of Florida's Turnpike (HEFT) to US-1 under the terms and conditions stipulated in the Contract for Sale and Purchase, which is attached hereto as Exhibit "C."

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

Scope

The property to be acquired is located on SW 137 Avenue within Commissioner Daniella Levine Cava's District 8 and Commissioner Dennis C. Moss' District 9, and is needed for the PTP Project entitled improvements to SW 137 Avenue, from the HEFT to US-1. This project is beneficial countywide as it provides improved traffic capacity along this north/south corridor.

Fiscal Impact/Funding Source

Funding for the right-of-way acquisition and construction of this project will be provided by the PTP Bond Program, and is programmed within the adopted Fiscal Year 2015-16 Adopted Budget and Multi-Year Capital Plan (Project 607930). This project was specifically listed in the PTP as one (1) of the Board requested improvement projects for Commission District 8.

Track Record/Monitor

The Department of Transportation and Public Works (DTPW) is the entity overseeing this item and the person responsible is Francisco Fernandez, Chief Real Estate Officer of DTPW's Roadway Engineering and Right-of-Way Division.

Background

This resolution is for the approval of the acquisition of Parcel 17, which is required for DTPW's programmed improvements to SW 137 Avenue, from the HEFT to US-1. The area to be acquired by DTPW for the street improvements is legally described in Exhibit "A" and illustrated in the parcel location map in Exhibit "B," attached hereto. This project consists of road widening, beautification, and right-of-way improvements, and includes reconstruction of the existing roadway to include a raised landscape median, bicycle facilities, sidewalks, curb and gutters, a continuous storm drainage system, signalization, pavement markings and signage, and roadway lighting. This project will improve traffic mobility and capacity, and will beautify SW 137 Avenue from HEFT to US-1.

The subject property, inclusive of the additional right-of-way needed for the radius return, was appraised on November 19, 2015, which established the market value at \$179,100.00. Therefore, an offer was made to the owner, at the appraised value. The property owner accepted the offer plus reasonable attorney fees of \$5,000.00.

This \$184,100.00 settlement amount is recommended as being in the best interest of the County, considering the statutory requirement that the County, absent such a settlement, must pay for the owner's attorneys' fees, expert fees, and costs associated with trial. Additionally, the County would save the time, resources, and expenses associated with eminent domain proceedings, which would have otherwise been required. It is therefore requested that the attached Contract for Sale and Purchase in the amount of \$184,100.00 be approved, and that the County Mayor or the County Mayor's designee perform all acts necessary to effectuate the purchase of the property.



Jack Osterholt
Deputy Mayor

LEGAL DESCRIPTION
(FEE SIMPLE)

All that part of the N 1/2, NW 1/4, SW 1/4, NW 1/4 of Section 26, Township 56 South, Range 39 East, in Miami-Dade County, Florida, more particularly described as follows:

The West 40 feet of the N 1/2, NW 1/4, SW 1/4, NW 1/4 of Section 26, Township 56 South, Range 39 East;

And

The West 115 feet of the North 25 feet of the N 1/2, NW 1/4, SW 1/4, NW 1/4 of Section 26, Township 56 South, Range 39 East;

And

All that part which lies within the external area formed by a 25 foot radius curve concave to the Southeast, tangent to the East line of the West 40 feet of the N 1/2, NW 1/4, SW 1/4, NW 1/4 of Section 26, Township 56 South, Range 39 East; and tangent to the South line of North 25 feet of the N 1/2, NW 1/4, SW 1/4, NW 1/4 of Section 26, Township 56 South, Range 39 East.

And

All that part which lies within the external area formed by a 25 foot radius curve concave to the Northeast, tangent to the East line of the West 40 feet of the N 1/2, NW 1/4, SW 1/4, NW 1/4 of Section 26, Township 56 South, Range 39 East; and tangent to the South line of the N 1/2, NW 1/4, SW 1/4, NW 1/4 of Section 26, Township 56 South, Range 39 East.

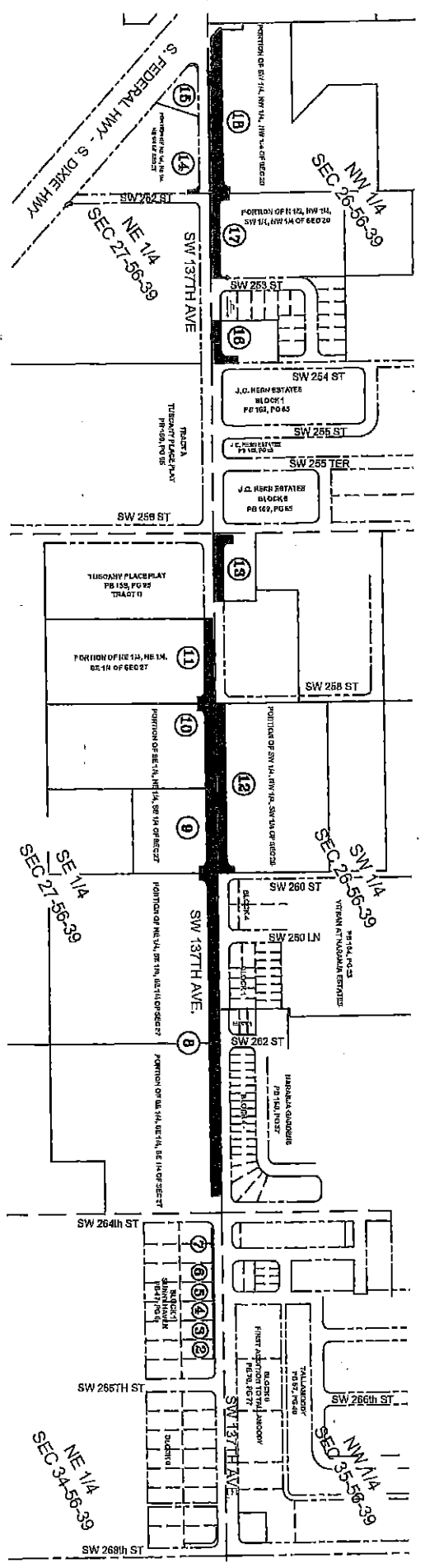
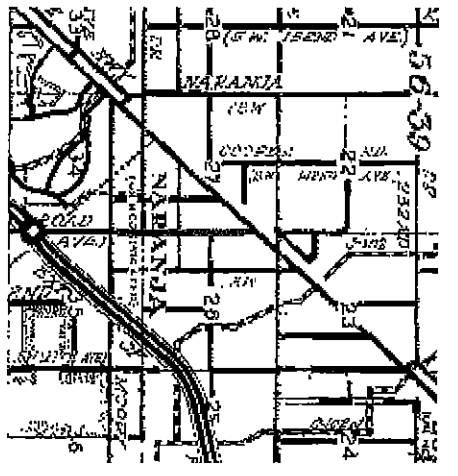
EXHIBIT "A"

1 of 1

PARCEL 17
SW 137th Ave.
Project 20040344

4

SEC 26, 27 & 34
TWP 56 S
RGE 39 E



R/W TO BE ACQUIRED BY THE COUNTY

EXHIBIT "B"

SW 137 Avenue
From US-1 to HEFTT
Project No. 20040344

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



SCALE 1" = 600'
PREPARED BY: L.E.
DATED: 06-01-11

Project Name: SW 137 Avenue from HEFT to US-1
Project No: 20040344
Parcel 17

CONTRACT FOR SALE AND PURCHASE

This **Contract for Sale and Purchase** is entered into as of the 9th day of March 2016, 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 **Masjid UL Mumineen, Inc., a Florida non-profit Corporation**, referred to as "Seller(s)" whose Post Office Address is **25201 SW 137 Ave., Homestead, FL 33032**.

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

1. REALTY. Seller(s) agree to sell to Buyer, and its successors in interest, for road improvements to SW 137 Avenue from HEFT (Homestead Extension Florida Turnpike) to US-1 in Miami, Florida, that certain real property comprising **15,499 square feet** of land described in **Exhibit "A", and shown in Exhibit "B"**, together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter, riparian rights and other rights appurtenant to said real property, all fill and top soil thereon, all oil, gas and mineral rights possessed by Seller(s), and all right, title and interest of Seller(s) in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the real property, and all right, title and interest of Seller(s) in and to any and all covenants, restrictions, and agreements benefiting the real property (All of the foregoing being referred to as the "Property").

2. PURCHASE PRICE. Buyer agrees to pay Seller(s) for the property referenced in Exhibit "A", the sum of **\$184,100.00 (One hundred eighty-four thousand one hundred dollars)** to be paid at closing by Miami-Dade County or designee by check. This consists of **\$179,100.00 (One hundred seventy-nine thousand one hundred dollars)** for the real estate to be acquired in fee simple, plus **\$5,000.00 (Five thousand dollars)** for attorney's fees and cost for the parcel denoted as Parcel 17. This \$184,100.00 is a total lump sum payment for the real estate to be acquired in fee simple inclusive of all fees and costs to be paid for in the taking, which includes if applicable attorney fees and costs, cost of improvements, cost to cure, cost of damages, and or restoration costs, and is to be paid at closing by Miami-Dade County or designee, by county check. The purchase amount set forth herein is a compromise figure reached in settlement of disputed claims in lieu of litigation and is subject to Miami-Dade County Board of County Commission approval.

3. INTEREST CONVEYED. Seller(s) are the recorded owners of the fee simple title to the subject Property, and agree to convey good, marketable and insurable title by Warranty Deed.

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

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

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

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

7. TENANCIES.

 X A. Seller(s) warrant(s) and represent(s) that no person is living on or occupying the Property, that there is no tenant in possession of the Property and that there are no leases or other agreements and understandings affecting possession, use or occupancy of the Property.

 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(s). If a pending lien has been filed against the subject Property which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by the Seller(s).

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

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

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

12. ATTORNEYS FEES. Seller warrants that all of the **Seller's attorneys', expert fees and costs in connection with this transaction or subsequent closing are \$5,000.00** and are included as part of the **\$184,100.00 lump sum** real estate acquisition purchase price written herein above in paragraph number two (2).

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

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

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

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

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

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

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

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

21. RIGHT TO ENTER PROPERTY. Seller(s) agree(s) that Buyer and its agents shall, upon reasonable notice, have the right to enter the Property for all lawful purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller(s) harmless for damage or injury caused by Buyer and its agents within and to the extent of all limitations of Section 768.28, Florida Statutes.

22. RECORDING. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners, Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

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

24. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

25. EFFECTIVENESS.

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

The purchase price of this contract exceeds the market value established by the appraiser(s) employed by the County. Therefore, this contract shall not become effective until, and is expressly contingent upon, the following: 1) The Board of County Commissioners approves this contract, and such approval becomes final (either by expiration of 10 days after such award without veto by the Mayor, or 2) If vetoed, shall become effective only upon an override by the Board of County Commissioners by two-thirds (2/3) vote of the Commission's membership. Further, if approval by the Florida Department of Transportation, the Federal Transit Agency, or the Citizens Independent Transportation Trust is required (to be determined in the County's sole discretion), the effectiveness of this Contract is contingent upon obtaining such approval(s). The date of such approval of the Contract by the County, as set forth herein, is the Effective Date of this Contract. Buyer agrees to promptly deliver the Seller an executed contract within ten (10) days of the Effective Date.

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

as to Buyer: Carlos A. Lavista, Real Estate Officer
Miami-Dade County
111 N.W. 1 Street, Ste. 1610
Miami, FL 33128

as to Seller(s): Mario Garcia Serra, Esq.
Gunster Law Firm
600 Brickell Avenue
Brickell World Plaza
Miami, FL 33131

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

ATTEST:

By: _____
Clerk

Approved as to form
and legal sufficiency.

Assistant County Attorney

**BUYER:
MIAMI-DADE COUNTY**

By: _____
County Mayor or the County
Mayor's designee

Date: _____

The foregoing contract is being executed pursuant to Resolution No. R-759-14 of the Board of County Commissioners of Miami-Dade County, Florida, passed and adopted on the 3rd day of September, A.D. 2014.

Signed, sealed and delivered in the presence of:

Witness: Nydia R. Martin

Witness Print Name: Nydia R. Martin

[Signature]

**Mohammad Tee Bhuiyan
Director
Masjid UL Mumineen, Inc.**

Date: 3/9/16

Witness: [Signature]

Witness Print Name: Ada Valido

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

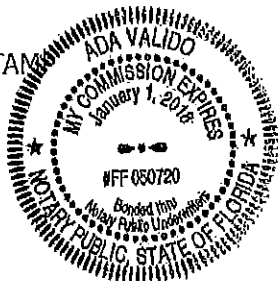
I HEREBY CERTIFY, that on this 9th day of March, A.D. 2016, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Mohammad Tee Bhuiyan**, personally known to me, or proven, by producing the following identification: Fla. Drivers License to be the person 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.

[Signature]
Notary Signature

Ada Valido
Printed Notary Name

NOTARY SEAL/STAMP



Notary Public, State of Florida

My commission expires: 1/1/2018

Commission/Serial No. FF 050720

LEGAL DESCRIPTION
(FEE SIMPLE)

All that part of the N 1/2, NW 1/4, SW 1/4, NW 1/4 of Section 26, Township 56 South, Range 39 East, in Miami-Dade County, Florida, more particularly described as follows:

The West 40 feet of the N 1/2, NW 1/4, SW 1/4, NW 1/4 of Section 26, Township 56 South, Range 39 East;

And

The West 115 feet of the North 25 feet of the N 1/2, NW 1/4, SW 1/4, NW 1/4 of Section 26, Township 56 South, Range 39 East;

And

All that part which lies within the external area formed by a 25 foot radius curve concave to the Southeast, tangent to the East line of the West 40 feet of the N 1/2, NW 1/4, SW 1/4, NW 1/4 of Section 26, Township 56 South, Range 39 East; and tangent to the South line of North 25 feet of the N 1/2, NW 1/4, SW 1/4, NW 1/4 of Section 26, Township 56 South, Range 39 East.

And

All that part which lies within the external area formed by a 25 foot radius curve concave to the Northeast, tangent to the East line of the West 40 feet of the N 1/2, NW 1/4, SW 1/4, NW 1/4 of Section 26, Township 56 South, Range 39 East; and tangent to the South line of the N 1/2, NW 1/4, SW 1/4, NW 1/4 of Section 26, Township 56 South, Range 39 East.

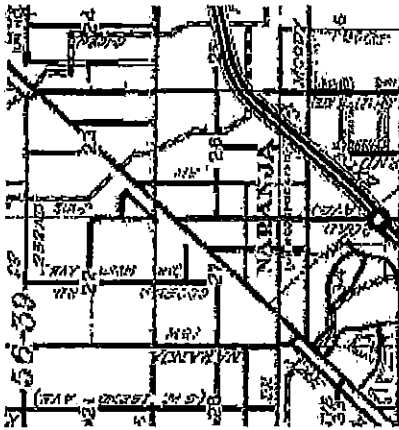
EXHIBIT "A"

1 of 1

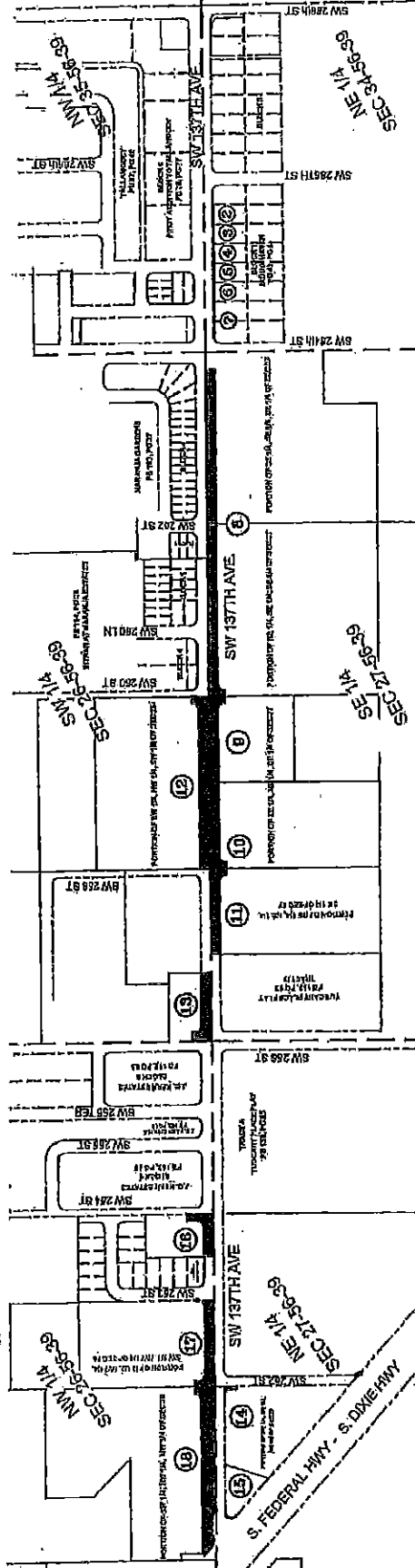
PARCEL 17
SW 137th Ave.
Project 20040344

12

SEC 26, 27 & 34
TWP 56 S
RGE 39 E



LOCATION MAP
NOT TO SCALE



R/W TO BE ACQUIRED BY THE COUNTY

SW 137 Avenue
From US-1 to HFTT
Project No. 20040844



SCALE 1" = 600'

EXHIBIT "B"

MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
BUREAU OF HIGHWAY DIVISION
BUREAU OF HIGHWAY ENGINEERING SECTION



SCALE 1" = 600'
PREPARED BY: L.E.
DATED: 06-01-11



MEMORANDUM

(Revised)

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

DATE: September 7, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(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
- 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 _____, 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(N)(2)
9-7-16

RESOLUTION NO. R-793-16

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO ACCEPT AN OFFER TO SELL PROPERTY AT THE NEGOTIATED PURCHASE AMOUNT OF \$184,100.00 FOR THE ACQUISITION OF PARCEL 17, A PROPERTY LOCATED ALONG SW 137 AVENUE, FOR RIGHT-OF-WAY NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN PROJECT ENTITLED IMPROVEMENTS TO SW 137 AVENUE FROM THE HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE TO US-1, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE THE PURCHASE OF THE PROPERTY; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSES

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 recital; authorizes and directs the County Mayor or County Mayor's designee to execute the contract for sale and purchase attached as Exhibit "C" to the Mayors Memorandum and to perform all acts necessary to carry out the terms of the contract and to effectuate the purchase of the property in order to acquire the property needed for the project known as Improvements to SW 137 Avenue from the Homestead Extension of Florida's Turnpike to US-1; 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 all instruments of conveyance in connection with such purchase in the Public Records of Miami-Dade County, Florida; and to

provide a recorded copy of all such instruments to the Clerk of the Board within 30 days of execution of said instruments; and directs the Clerk of the Board to attach and permanently store a recorded copy of each of said instruments together with this resolution.

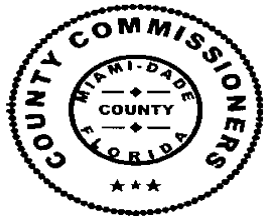
The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of September, 2016. 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: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Debra Herman



Memorandum



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

From: Charles Scurr, Executive Director *Charles Scurr*

Date: July 14, 2016

Re: **CITT AGENDA ITEM 5A:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THE BOARD OF COUNTY COMMISSIONERS (BCC), AUTHORIZE THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO ACCEPT AN OFFER TO SELL PROPERTY AT THE NEGOTIATED PURCHASE AMOUNT OF **\$184,100.00** FOR THE ACQUISITION OF PARCEL 17, A PROPERTY LOCATED ALONG SW 137 AVENUE, FOR RIGHT-OF-WAY NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN PROJECT ENTITLED IMPROVEMENTS TO SW 137 AVENUE FROM THE HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE TO US-1, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE THE PURCHASE OF THE PROPERTY; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR SUCH PURPOSES (**DTPW – BCC Legislative File No. 161549**)

On July 14, 2016, the CITT voted (9-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 16-040. 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

Oscar Braynon – Aye
Peter L. Forrest – Aye
Prakash Kumar – Aye
Alicia Menardy, Esq. – Absent
Hon. James A. Reeder – Absent
Hon. Linda Zilber – Aye

Joseph Curbelo – Absent
Alfred J. Holzman – Aye
Jonathan Martinez – Absent
Miles E. Moss, P.E. – Aye
Marilyn Smith – Absent

cc: Alina Hudak, Deputy Mayor
Bruce Libhaber, Assistant County Attorney