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

MEMORANDUM

Agenda Item No. 8(M)(4)

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

DATE: December 6, 2011

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

SUBJECT: Resolution authorizing payment of reasonable attorney's fees and costs pursuant to Chapters 73.091 and 73.092, Florida Statutes; and approving the Contract for Sale and Purchase of designated property known as Parcel 6 in the amount of $11,571.00 with Miami-Dade County as purchaser and Willie Milton as seller, for right-of-way needed for the PTP project entitled as roadway expansion and improvements to SW 176 Street from US Highway 1 to SW 107 Avenue

Resolution R-1062-11

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/up

Memorandum

MIAMI-DADE COUNTY

Date: December 6, 2011

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing Payment of Attorney's Fees and Costs Pursuant to Chapters 73.091 and 73.092, Florida Statutes; and Approving the Contract for Sale and Purchase of Designated Property Known as Parcel 6 for the People's Transportation Plan (PTP) Project Entitled Roadway Expansion, Beautification and Improvements to SW 176 Street, from US Highway 1 to SW 107 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) approve the attached resolution which does the following:

- Authorizes the payment of reasonable attorney's fees and costs pursuant to Chapters 73.091 and 73.092, Florida Statutes, and
- Approves the contract for sale and purchase, attached hereto as Exhibit "1" and made a part hereof, to acquire in fee simple property known as Parcel 6, under the terms and conditions and for the compensation provided in said contract, for necessary right-of-way for the PTP project entitled Roadway Expansion, Beautification and Improvements to SW 176 Street, from US Highway 1 to SW 107 Avenue.

The BCC previously approved Resolution No. R-739-10 on July 8, 2010, declaring the acquisition of the subject property to be a public necessity, and authorized the County Mayor or the County Mayor's Designee and the County Attorney to take all appropriate actions to purchase this property, and to employ appraisers and expert witnesses in connection therewith.

SCOPE

The impact of this project is countywide; however, it is located within Commission District 9.

FISCAL IMPACT/FUNDING SOURCE

Funding for the right-of-way acquisition, design, and construction of this project is from Charter County Transportation Surtax bond proceeds. This item will be presented to the Citizens' Independent Transportation Trust for review prior to final consideration by the BCC. Funding is programmed within the adopted FY2011-12 Capital Budget and the index code is CPEPTP609176. The index code for the right-of-way acquisition is subject to change; however, any need for additional funds would require further BCC approval.

The attached Purchase and Sale Contract is in the amount of $7,500, attorneys' fees are in the amount of $2,871 and expert fees are in the amount of $1,200, for a total of $11,571. The total cost of the project (inclusive of construction, design and the right-of-way acquisition of all parcels) is estimated at $5,377,704. The anticipated ongoing annual maintenance and operational costs will be approximately $7,077.52 and $4,080.79, respectively.

TRACK RECORD/MONITOR

The Public Works Department (PWD) is the entity overseeing this project and the responsible person for monitoring this acquisition project is Mr. Francisco Fernandez, Chief, Real Estate Officer, Right-of-Way Division.

BACKGROUND

PWD has programmed the construction of SW 176 Street as part of the PTP Project Entitled *Roadway Expansion, Beautification and Improvements to SW 176 Street, from US Highway 1 to SW 107 Avenue.* The proposed project consists of reconstructing the existing roadway to include a raised landscaped median, bicycle facilities, sidewalks, curb and gutters, a continuous storm drainage system, signalization, pavement markings and signage, and roadway lighting.

The area to be acquired by Miami-Dade County is necessary for the proposed roadway improvements, and is legally described in "Exhibit A" and illustrated on the parcel location map in "Exhibit B", both attached herewith.

The subject property was appraised for the County by an independent appraiser for a total value of $5,300. An offer was extended to the owner, Willie Milton, for the appraised amount. The owner declined the offer and made a counter offer of $7,500. In an effort to avoid condemnation and expedite the acquisition, the County accepted the offer subject to BCC approval. This offer is equal to $4.22 per square foot and is in the range of comparable sales of $2.67 through $4.22 per square foot, used by the County's independent appraiser.

County Manager/Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: December 6, 2011

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

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

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **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(M)(4)
12-6-11

RESOLUTION NO. R-1062-11

RESOLUTION AUTHORIZING PAYMENT OF REASONABLE ATTORNEY'S FEES AND COSTS PURSUANT TO CHAPTERS 73.091 AND 73.092, FLORIDA STATUTES; AND APPROVING THE CONTRACT FOR SALE AND PURCHASE OF DESIGNATED PROPERTY KNOWN AS PARCEL 6 IN THE AMOUNT OF $11,571.00 WITH MIAMI-DADE COUNTY AS PURCHASER AND WILLIE MILTON AS SELLER, FOR RIGHT-OF-WAY NEEDED FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED AS ROADWAY EXPANSION AND IMPROVEMENTS TO SW 176 STREET FROM US HIGHWAY 1 TO SW 107 AVENUE AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS

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

WHEREAS, this Board by Resolution No. R-739-10 authorized and directed the County Mayor or the County Mayor designee and the County Attorney to take any and all appropriate actions to acquire Parcel 6 in fee simple as part of the necessary right-of-way for expansion and improvements to SW 176 Street from US Highway 1 to SW 107 Avenue and authorizing the use of Charter County Transportation Surtax Funds,

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 $11,571.00, including attorney's fees and expert fees, as shown in Exhibit "1" attached hereto and made a part hereof, between Willie Milton, as seller, and Miami-Dade County, as purchaser,

for the purchase of property more specifically described in Exhibit "A" and illustrated in Exhibit "B," in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County, Florida and to exercise the provisions contained therein; and authorizes the use of Charter County Transportation Surtax Funds.

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

The foregoing resolution was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Barbara J. Jordan** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman **nay**
Audrey M. Edmonson, Vice Chairwoman **aye**

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

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of December, 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.

Jorge Martinez-Esteve

Project Name: SW 176 Street from US Highway 1 to SW 107 Avenue
Project No: 2004-0349
Parcel No: 6
Parcel Address: NEC of SW 102 Avenue & W Indigo Street
Folio No.: 30-5032-004-0300

CONTRACT FOR SALE AND PURCHASE

This **Contract for Sale and Purchase** is entered into as of the_____ day of _____, 2011, 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 **Willie Milton**, referred to as "Seller(s)" whose Post Office Address is 10743 SW 142 Lane, Miami, Florida 33176-6538.

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, that certain real property comprising **approximately 1,781 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 **$7,500.00 (Seven Thousand Five Hundred Dollars)** for the parcel denoted as Parcel 6. This $7,500.00 is for the real estate to be acquired in fee simple, and is to be paid at closing by Miami-Dade County or designee, by county check.

(a) The Seller agrees to be responsible for paying any valid claim of any party with any ownership or occupancy interest in the property from the real estate purchase funds sent forth in Paragraph 2 of this Contract.

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. Owner represents and warrants that the following individuals or entities with ownership or occupancy interests in the property, have disclaimed such interests as set forth in composite Exhibit "C", attached.

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.

EXHIBIT "1"

5. **TITLE INSURANCE** Buyer may at Buyer's own cost and expense and, within fifteen (15) business days of the effective-date of this Contract, obtain a marketable title insurance commitment and Buyer 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, Buyer agrees to provide and pay the cost of recording of all affidavits and other documents as required by the title insurer. Buyer shall have ten (10) business days from receipt of title documents to inspect said title documents and report defects, if any, in writing to the Seller. If the title search shows title to the Property to be unmarketable and uninsurable as provided herein, the Seller shall have sixty (60) days from receipt of written notice from Buyer to cure the designated defects, including the institution of necessary lawsuits. If the Seller is unable, after reasonable diligence to make the title good, marketable and insurable and acceptable to Buyer, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations, hereunder, except the Buyer may waive any defects and proceed with closing at Buyer's option.

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" of the Property by the Miami-Dade County Department of Environmental Resources Management (DERM), and conduct any test required or recommended by DERM to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. The term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste; it shall also include solid waste or debris of any kind. If the "Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Property, the Buyer may elect to terminate this Contract and both Buyer and Seller shall be released from all further obligations hereunder.

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

No Tenants

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 of the execution of this contract 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. 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. As a result of negotiations, the County has agreed payment of appropriate fees and costs as follows: attorney's fees and costs of $2,871.00 and expert's fees and costs of $1,200.00. These fees and costs are final and resolve all fees and costs.

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

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

15. 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.

16. 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.

17. 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.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. EFFECTIVENESS. This Contract shall become effective upon full and binding execution by all parties hereto.

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

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

as to Seller(s): Peter D. Waldman, Esquire
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
200 East Broward Boulevard, Suite 1900
Ft. Lauderdale, FL 33301

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 conveyance was obtained pursuant to Resolution No. R-_____of the Board of County Commissioners of Miami-Dade County, Florida, passed and adopted on the___day of July, A.D. 2011.

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SELLER:

Signed, sealed and delivered in the presence of:

Witness: Cynthia Lawrence

Witness Print Name: Cynthia Lawrence

Willie L Milton

By: Willie Milton

Date: June 6, 2011

Witness: Edwin Allen

Witness Print Name: Edwin Allen

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 6th day of June, A.D. 2011, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Willie Milton**, personally known to me, or proven, by producing the following identification: Florida Driver License, to be the persons who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

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

Notary Signature

Curtis H. Lawrence

Printed Notary Name

NOTARY SEAL/STAMP

Notary Public, State of Florida

My commission expires:

Commission/Serial No.

CURTIS H. LAWRENCE
MY COMMISSION # DD 820237
EXPIRES: September 17, 2012
Bonded Thru Notary Public Underwriters

Project Name: SW 176 Street from US Highway 1 to SW 107 Avenue
Project No: 2004-0349
Parcel No: 6
Parcel Address: NEC of SW 102 Avenue & W Indigo Street
Folio No.: 30-5032-004-0300

BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared, **Willie Milton**, ("Affiant(s)") this _____ day of _____, 20__, 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) **Willie Milton,** whose Post Office Address is 10743 SW 142 Lane, Miami, Florida 33176-6638, is the record owner(s) 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 %
Willie Milton		100%

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

FURTHER AFFIANTS SAYETH NOT.

AFFIANT(S): _____

By: Willie Milton

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 6th day of June, A.D. 2011, before me, an officer duly authorized to administer oaths and take acknowledgments personally appeared **Willie Milton** to me, or proven, by producing the following identification: Florida Driver License, to be the persons who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

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

_____
Notary Signature

Curtis H. Lawrence
Printed Notary Name

NOTARY SEAL/STAMP

Notary Public, State of Florida

My commission expires: _____

Commission/Serial No. _____

CURTIS H. LAWRENCE
MY COMMISSION # DD 820297
EXPIRES: September 17, 2012
Bonded Thru Notary Public Underwriters

Miami-Dade County
Public Works R/W Division

Legal Description
(Fee Simple)

Parcel 6

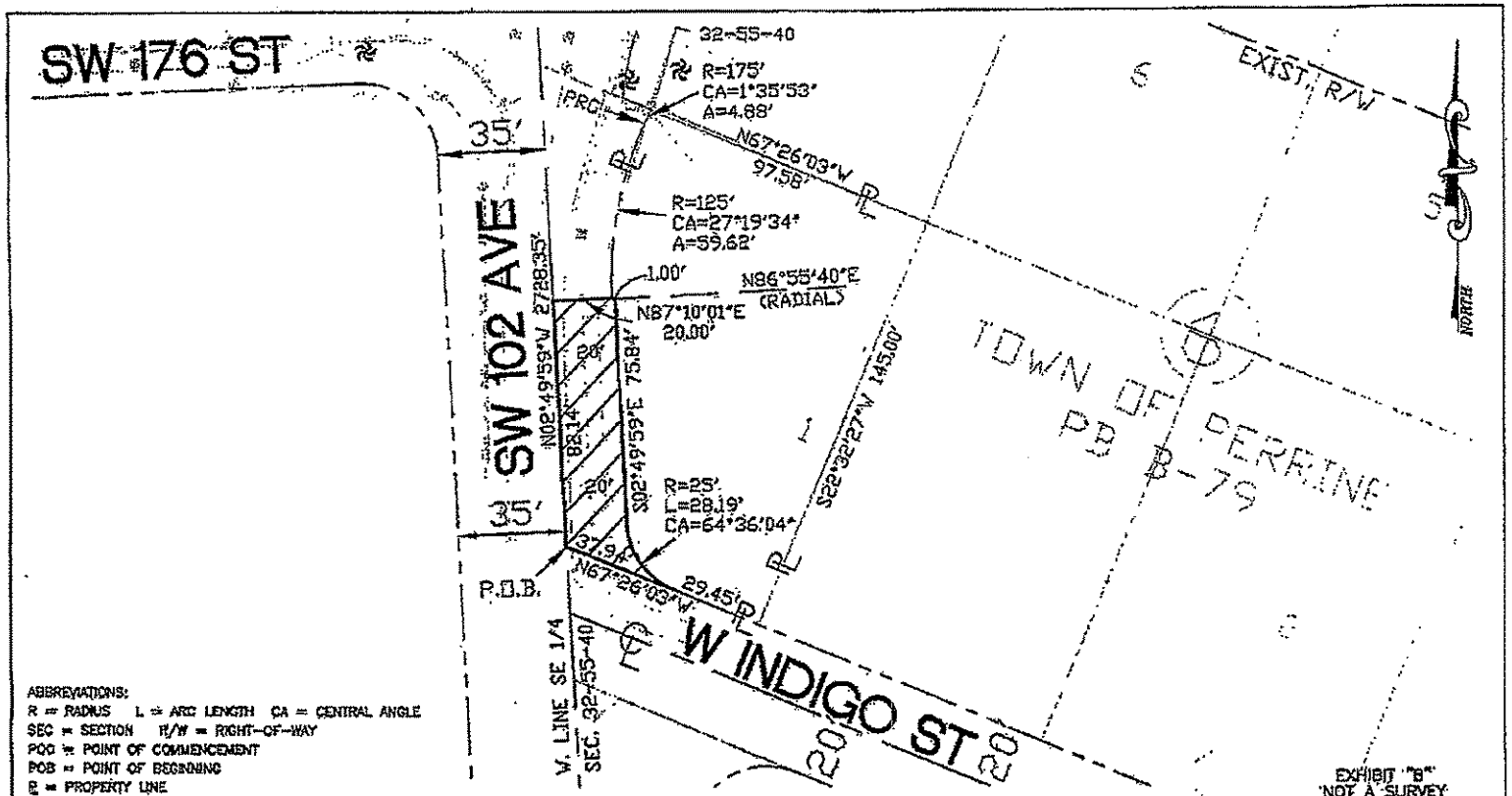
A portion of Lot 1, Block 6, TOWN OF PERRINE, according to the Plat thereof, as recorded in Plat Book B at Page 79 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

Begin at the Southwest corner of said Lot 1; said Point of Beginning lying on the West line of the Southeast ¼ of Section 32, Township 55 South, Range 40 East; thence North 02°49'59" West along the West line of said Lot 1 and the West line of the said Southeast ¼ for a distance of 82.14 feet; thence North 87°10'01" East for a distance of 20.00 feet; thence South 02°49'59" East parallel to and 20.00 feet easterly of said West line of the Southeast ¼ for a distance of 75.84 feet to a point of curvature of a circular curve concave to the Northeast, having a radius of 25.00 feet and a central angle of 64°36'04"; thence southeasterly along the arc of said curve for a distance of 28.19 feet to a point of tangency, said point lying on the South line of said Lot 1; thence North 67°26'03" West along said South line for a distance of 37.94 feet to the POINT OF BEGINNING.

EXHIBIT "A"
(6 of 6)

SB 4/13/2010
C:\Documents and Settings\jmw\My Documents\20040349 (SW 176 St.)\20040349 (SW 176 ST)\Exhibits\Commission Exhibit A.doc

Exhibit B



ABBREVIATIONS:
R = RADIUS L = ARC LENGTH CA = CENTRAL ANGLE
SEC = SECTION R/W = RIGHT-OF-WAY
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
E = PROPERTY LINE

To be Acquired for R/W

Parcel Area: 1781 s.f. = 0.041± Acres
Parent Tract Area: 12,976 s.f. = 0.298 Acres
FOLIO NO. 30-5032-004-0300

NOTE:
Bearings shown hereon are based on the West line of the SE 1/4 of Section 32 as being on a bearing of N02°49'59"W as shown on Dec. 1977, Map of TOWNSHIP 55 S RANGE 40 E by METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT

SCALE: 1"=30'

EXHIBIT "B"
'NOT A SURVEY'

S.W. 176th Street
(U.S. 1 to S.W. 107th Ave.)

PROJECT NO. 20040349
PARCEL NO. 6

Memorandum

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

From: Marlene Amaro for Charles Scurr, Executive Director

Date: November 22, 2011

Re: **CITT AGENDA ITEM 5B:**
RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), APPROVE THE CONTRACT FOR SALE AND PURCHASE OF DESIGNATED PROPERTY KNOWN AS PARCEL 6, IN THE AMOUNT OF $11,571.00, FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED IMPROVEMENTS TO SW 176 STREET FROM US 1 TO SW 107 AVENUE AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS **(PWWM – BCC Legislative File No. 112006)**

On November 17, 2011, 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. 11-071. The vote was as follows:

Hon. Linda Zilber, Chairperson – Aye
Paul J. Schwiep, Esq., 1st Vice Chairperson – Aye
Hon. Anna E. Ward, Ph.D., 2nd Vice Chairperson – Absent

Christopher Benjamin, Esq. – Aye
David Concepcion – Absent
Glenn J. Downing, CFP® – Aye
Alfred J. Holzman – Aye
Hon. James A. Reeder – Aye
Harold Braynon, Jr. – Aye
Joseph Curbelo – Aye
Peter L. Forrest – Aye
Miles E. Moss, P.E. – Aye
Marilyn Smith – Absent

cc: Alina Hudak, Deputy Mayor/County Manager
Bruce Libhaber, Assistant County Attorney
Alexander Bokor, Assistant County Attorney