

MEMORANDUM

Agenda Item No. 8(F)(2)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 19, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, by a two-thirds vote of Board members present pursuant to section 125.355, Florida statutes a Contract for Sale and Purchase between Enrique F. Lima and Euridice Lima as Sellers, and Miami-Dade County, as Buyer, for a 7,500 square foot property improved with a residence located at 4935 SW 117 Avenue, Miami Florida, in the amount of \$600,000.00 and authorizing the expenditure of up to \$8,000.00 for closing costs, funded by Fire Impact Fees; authorizing the County Mayor to execute the Contract for Sale and Purchase, exercise any and all rights conferred therein, take all other actions necessary to effectuate said purchase and accept conveyance of property by General Warranty Deed; and directing the County Mayor to record such deed

Resolution No. R-684-22

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Senator Javier D. Souto.



Geri Bonzon-Keenan
County Attorney

GBK/ks

Date: July 19, 2022

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Approving Terms and Authorizing the Execution of a Purchase and Sale Contract for a 7,500 square foot parcel of land improved with a residence located at 4935 SW 117 Avenue, Miami, Florida, for the Purposes of Constructing a Fire Station
Folio No.: 30-4019-005-0450

Summary

This item is for the purchase of a parcel of land located at 4935 SW 117 Avenue in the amount of \$600,000, for Miami-Dade Fire Rescue (MDFR). This land will be used for the construct of a permanent fire station, to meet the needs the residents in the surrounding area. The estimated cost of the acquisition is \$608,000, which includes \$600,000 for the purchase and \$8,000 for closing costs. Currently a temporary station has been constructed on an adjacent property owned by MDRF. To provide Westwood Lake and surrounding areas with adequate fire and medical service, MDRF acquired two lots owned by the Miami-Dade Water & Sewer Department and constructed the temporary fire station on the 15,000 square foot parcel of land located at 4911 SW 117 Avenue, which is immediately adjacent to the north of the Property to be purchased.

The purchase of this property is critical, in order to establish a parcel large enough to construct the permanent fire station. MDRF took into consideration the limited availability of properties adjacent to the temporary fire station, the time taken to negotiate the property, expenses incurred for surveys, appraisals, environmental studies, numerous hours devoted to this project and determined that purchasing the property is the only opportunity to expand and construct a permanent fire station. Without the purchase of this property MDRF will not be able to build a permanent fire station that will serve the fire and medical needs of the surrounding community.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve, by a two-thirds vote of Board members present, the attached resolution approving the terms and authorizing the execution of a Purchase and Sale Contract for a land parcel containing 7,500 square feet (0.17 acres) with an improved residence ("Property") between Miami-Dade County ("Buyer"), and Enrique F. Lima and Euridicy Lima ("Sellers"). More specifically, the resolution does the following:

- Authorizes the acquisition of a 7,500 square foot land parcel improved with a residence located at 4935 SW 117 Avenue, Miami, Florida (Folio No. 30-4019-005-0450), as shown in Attachment 1 for the purposes of constructing a fire station, (Fire Station No. 41);
- Authorizes the County Mayor or County Mayor's designee to execute a Purchase and Sale Contract in the amount of \$600,000 (Attachment 2); and
- Authorizes the County Mayor or County Mayor's designee to accept the conveyance by General Warranty Deed (Exhibit B to Attachment 2) to record the instrument of conveyance in the public records of Miami-Dade County and to exercise any and all other rights set forth in the Contract for Sale and Purchase.

Scope

The property is located in Commission District 10, which is represented by Commissioner Sen. Javier D. Souto. Written notice approving the Purchase and Sale Contract was provided to the District Commissioner.

Fiscal Impact/Funding Source

The estimated total cost of the acquisition is \$608,000 which includes \$600,000 for the acquisition of the Property and approximately \$8,000 for closing costs. The acquisition and closing costs will be funded from Fire Impact Fees.

Track Record/Monitor

Idania Barroso of the Internal Services Department (ISD) will be responsible for the closing of the Property, recordation of all the documents associated with the acquisition. Carlos Heredia of the Miami-Dade Fire Rescue Department Planning Section is managing the development of the fire station.

Delegation of Authority

This item authorizes the County Mayor or County Mayor’s designee to execute the attached Purchase and Sale and to exercise any and all other rights conferred therein. This item further authorizes the County Mayor or County Mayor’s designee to take all other actions necessary to effectuate the purchase of the property, and to accept conveyance of the property by General Warranty deed substantially in the form attached to the Contract as Exhibit B.

Background

MDFR has been actively searching for a parcel of land in the vicinity of Westwood Lake to construct a permanent fire station to serve the fire and medical needs of the community. Westwood Lake is a community located between SW 40 Street (Bird Road) and SW 72 Street (Sunset Drive) and east of the Florida Turnpike. The search for an adequate site has proven challenging due to the lack of vacant parcels and the surrounding area being mostly built-up.

Although the temporary fire station is providing adequate fire and medical service, MDFR requires additional land to establish a parcel large enough to construct a permanent fire station. In an effort to meet the service demands of a growing population, MDFR is seeking to construct a permanent fire station capable of accommodating two (2) emergency vehicles; including a medial rescue vehicle and a fire suppression truck, along with a facility that will provide adequate living quarters and adhere to the health and safety of emergency personnel. Specific features that will be incorporated into the permanent fire station include adequate vehicle exhaust ventilation systems as well as adequately spaced and ventilated bunker gear storage areas. Furthermore, MDFR intends to add energy retrofits to utilize alternative fuels and alternative power sources to reduce reliability on FPL and increase the resiliency of the fire station.

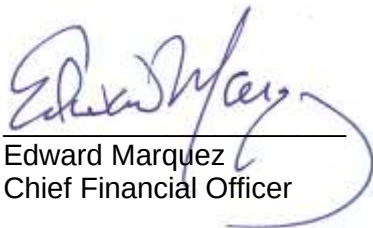
The search for property to provide additional land area was challenging because of the lack of property owners willing to sell. Property inquiry letters were mailed to property owners abutting the Westwood Lake Fire Station No. 41 seeking to confirm if they would be interested in selling their respective property to the County. The goal is to combine a series of parcels that would create a parcel large enough for construction of a permanent fire station. Only two property owners responded, the property owner to the east and the property owner to the south. MDFR was unable to reach an agreement with the property to the east, but successfully reached an agreement with the property owner to the south who is the subject of this agenda item. The purchase of the residential parcel will contribute an additional 7,500 square feet of land area resulting in a combined total area of 22,500 square feet which will provide a site large enough to construct a permanent fire station.

In accordance with the requirements in Section 125.355, Florida Statutes, two independent appraisals were procured by ISD. One appraisal dated September 27, 2021, valued the Property at \$600,000 (Attachment 3), and the other appraisal dated February 11, 2022, valued the Property at \$570,000 (Attachment 4). The average of the two appraisals is \$585,000. The negotiated sales price for the Property was concluded at \$600,000. Pursuant to Section 125.355, "If the agreed purchase price exceeds the average appraised price of the two appraisals, the governing body is required to approve the purchase by an extraordinary vote". Fire Rescue has agreed to the purchase price of \$600,000, which represents the higher of the two appraisals, due to the significance this parcel plays in assembling a site large enough to construct a permanent fire station to service the surrounding community.

At its meeting on March 15, 2022, the Board approved through Resolution No. R-249-22, a governmental facility hearing application for the Westwood Lake Fire Rescue Station No. 41 Project located at 4911 and 4935 SW 117 Avenue in compliance with Section 33-303 of the Code of Miami-Dade County.

The development of the proposed Westwood Lake Fire Station No. 41 will provide an essential public service to the residents of Unincorporated Miami-Dade County. The proposed fire station will accommodate all essential amenities to operate a fire station, including exterior improvements such as staff and visitor parking, driveways, security fencing, trash disposal area, and landscaping. The estimated total construction cost is \$4 million.

Attachments



Edward Marquez
Chief Financial Officer

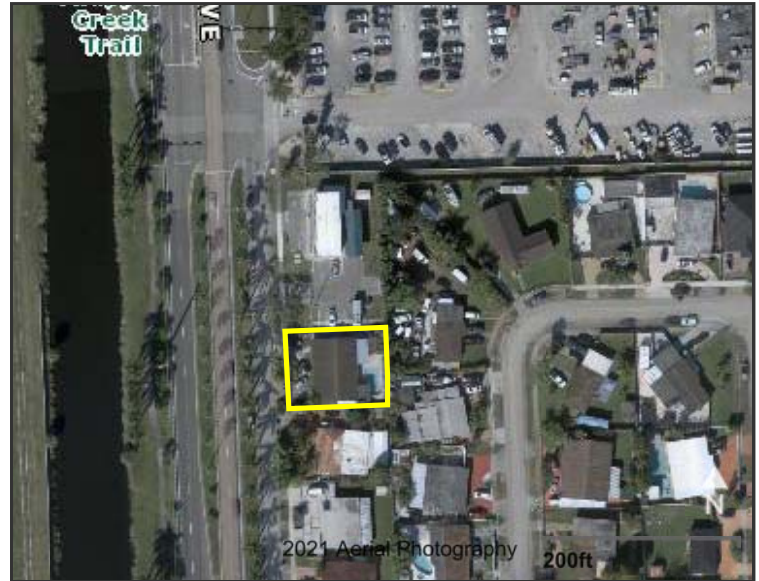


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 4/29/2022

Property Information	
Folio:	30-4019-005-0450
Property Address:	4935 SW 117 AVE Miami, FL 33175-1715
Owner	ENRIQUE F LIMA & W EURIDICY
Mailing Address	4935 SW 117 AVE MIAMI, FL 33175-1715
PA Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	3 / 2 / 0
Floors	1
Living Units	2
Actual Area	2,612 Sq.Ft
Living Area	2,328 Sq.Ft
Adjusted Area	2,275 Sq.Ft
Lot Size	7,500 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2021	2020	2019
Land Value	\$155,250	\$162,000	\$162,000
Building Value	\$159,722	\$133,607	\$122,762
XF Value	\$41,420	\$41,877	\$36,590
Market Value	\$356,392	\$337,484	\$321,352
Assessed Value	\$198,865	\$196,120	\$179,110

Benefits Information				
Benefit	Type	2021	2020	2019
Save Our Homes Cap	Assessment Reduction	\$157,527	\$141,364	\$142,242
Homestead	Exemption	\$25,000	\$25,000	\$25,000
Second Homestead	Exemption	\$25,000	\$25,000	\$25,000
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
WESTWOOD LAKE 4TH ADD PB 65-16 LOT 45 BLK 55 LOT SIZE 75.000 X 100 OR 15735-3078 1192 1	

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$148,865	\$146,120	\$129,110
School Board			
Exemption Value	\$25,000	\$25,000	\$25,000
Taxable Value	\$173,865	\$171,120	\$154,110
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$148,865	\$146,120	\$129,110

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
11/01/1992	\$119,900	15735-3078	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

CONTRACT FOR SALE AND PURCHASE

Project: Fire Station 41 – Enrique F. Lima and Euridicy Lima

Folio No.: 30-4019-005-0450

This Contract for Sale and Purchase ("Contract") is entered into as of the ____ day of _____, 20__ by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, and successors in interest ("Buyer"), whose Post Office Address is 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128, and Enrique F. Lima and Euridicy Lima, ("Seller") whose address is 4935 SW 117 Avenue, Miami, FL 33175.

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 its successors in interest, and Buyer agrees to purchase from Seller that certain real property, located in Miami-Dade County, Florida, which real property is legally and more specifically described in "Exhibit A" attached hereto and incorporated herein by this reference, together with all tenements, hereditaments, privileges, servitudes, rights of reverter, and other rights appurtenant to said real property, if any and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the Real Property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights as same may apply to and benefit the Real Property, if any (collectively, the "Real Property").

2. PURCHASE PRICE. Buyer agrees to pay a purchase price for the Real Property of \$600,000.00 (Six Hundred Thousand and 00/100 Dollars), by County check or wire transfer of U.S. funds. The purchase price is predicated on a site area of 7,500 square feet or 0.17 acres more or less and shall be adjusted according to the net acreage as determined by the final survey required by Paragraph 7 of this Contract, exclusive of any dedicated rights-of-way located, thereon. The purchase price to be paid at closing shall be subject to environmental / hazardous materials testing, other adjustments and prorations provided for herein and will be paid at closing as specified in Article 12 herein.

3. INTEREST CONVEYED. Seller is the record owner of the fee simple title to the subject Real Property and agrees to convey good, marketable and insurable title by General Warranty Deed, in substantially the form of Exhibit "B" attached hereto and made a part hereof ("General Warranty Deed"). Notwithstanding the foregoing, if Seller is unable, at closing, to convey to the Buyer such title as stated in this paragraph, the Buyer's sole remedy shall be to terminate this Contract.

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 in escrow with the Miami-Dade County Tax Collector.

5. TITLE INSURANCE. Buyer may, at its expense and 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 Real 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. If the title search shows title to the Real Property to be unmarketable and uninsurable as provided herein, the Seller shall have sixty (60) days from receipt of written notice from Buyer to cure the designated defects, including the institution of necessary lawsuits. The Seller hereby agrees to use reasonable diligence to cure said defects including the institution of necessary lawsuits. If Seller is unable, after reasonable diligence, to make the title good, marketable and insurable and acceptable to Buyer, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option. 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. In connection herewith, Seller agrees to provide all affidavits and other documents as required by the title insurer.

6. ENVIRONMENTAL/HAZARDOUS MATERIALS INSPECTIONS. Buyer shall, at Buyer's sole cost and expense and at least thirty (30) days from the Effective Date of this Contract, obtain an ASTM PHASE I Environmental Site Assessment Report of the Real Property (PHASE I) or an Environmental Status Report (ESR) from the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resource Management (DERM) to obtain information regarding the environmental conditions of the site, and to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous wastes on the Real Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction, specifically including, but not limited to: contamination (as defined in Section 24-5 of the Code of Miami-Dade County (the "Code") and/or Chapter 620780 Florida Administrative Code ("FAC") or the presence of hazardous materials or hazardous waste, pursuant to Section 24-5 of the Code, or solid waste as defined in Section 15-1 of the Code and/or Chapter 62-701 FAC.

Upon receipt of the PHASE I or ESR from DERM, the Buyer shall then have an additional sixty (60) days to obtain a PHASE II Environmental Site Assessment Report (PHASE II), should DERM determine that the results of the PHASE I or ESR warrant additional testing. The foregoing time periods for testing shall be referred to herein as the "Inspection Period." Should any such inspections show defects to the Real Property, including the presence of hazardous material and/or excessive development cost, which Buyer is unable or unwilling to accept, Buyer may elect to terminate 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 to repair such defects to Buyer's satisfaction. If Seller agrees to repair such defects by Closing, Buyer will proceed to Closing without delay. If in writing Seller is unwilling or unable to repair such defects to Buyer's satisfaction, 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. The date of the Closing as set forth in paragraph 12 below shall be extended by the number of days reasonably necessary to resolve any adverse environmental findings during the Inspection Period.

7. SURVEY. Buyer, at Buyer's sole cost and expense and not less than 30 days prior to closing, obtain a current certified boundary survey of the Real 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) daytime 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 Real Property, less any dedicated right of way thereon. If the survey shows any encroachment on the Real Property or that any improvements on the Real 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. RIGHT TO ENTER REAL PROPERTY. Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Real 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 balance of the parent 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 balance of the parent tract. If Closing does not occur, Buyer shall repair and restore the Real Property to the condition existing prior to any test or construction on the site.

9. TENANCIES. Seller further warrants and represents that no person other than Seller is living on or occupying the Real Property (or any portion thereof) to, and that Seller has not otherwise permitted the use or occupancy of the Real Property (or any portion thereof) by, any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, authority, or government unit other than Seller, and that (i) there are no other agreements, oral or written, that permits the use or occupancy of any portion of the Real Property; (ii) Seller shall not permit the use or occupancy, except by Seller, of any portion of the Real Property subsequent to the date of Seller execution of this Contract; and (iii) Seller will indemnify, defend and hold harmless Buyer, its agencies, instrumentalities, commissioners, trustees, officers, employees, and agents, for and against all persons claiming an interest in possession of the Real Property or any portion thereof that is contrary to the representations in this paragraph. Seller shall, at closing, deliver occupancy and possession of the Real Property to Buyer free of tenants, occupants and future vacancies.

10. 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.

11. 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 Real 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.

12. CLOSING. The closing of this transaction shall be completed within ninety (90) days of the Effective Date of this Contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller or as otherwise provided herein. The precise date, time, and place of closing shall be set by Buyer and Seller.

13. 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 or any other occurrence, which is beyond the control of Seller or Buyer. All time periods will be calculated in business days.

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

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

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

17. ACCESS. Seller warrants and represents that there is legal ingress and egress to the Real Property being purchased under this Contract.

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

19. 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 addition to specific performance, a non-defaulting party may terminate the Contract if a defaulting party does not cure a default within thirty (30) days of receipt of a default notice from the non-defaulting party. Such default notice shall be sent in writing via U.S. Mail or via electronic communication. In no event shall either party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.

20. 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.

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

22. **SUCCESSORS IN INTEREST.** This Contract will inure 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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **EFFECTIVENESS.** The effectiveness of this Contract is contingent upon approval by the Miami-Dade County Board of County Commissioners ("Board"), 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 an override of 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 Buyer, as set forth above is the Effective Date of this Contract.

29. 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.

30. INSURANCE CLAIM. Both Buyer and Seller acknowledge and agree that Seller shall retain all rights, benefits, causes of actions, and privileges related to case number Case No.: 2018-029361-CA-01, insurance claim #001-00-184933 and Policy Number 00556158-4 with Citizens Property Insurance Corporation. Buyer and Seller agree that any and all proceeds received from the aforementioned provision shall survive the transfer of the deed and the sale of the property. This provision shall survive the transfer of the deed and the sale of the property.

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

as to Buyer:

Idania Barroso, Real Estate Officer
Miami-Dade County-Internal Services Department
111 NW 1st Street, Suite 2460
Miami, Florida 33128

as to Seller:

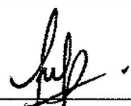
Enrique F. Lima and Euridicy Lima
4935 SW 117 Avenue, Miami, FL. 33175

[SIGNATURES APPEAR ON FOLLOWING PAGES]
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IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

ATTEST:

By: _____
Clerk



Witness
Amanda Montano

Print

Witness

Print



Witness
Howard

Print

Witness

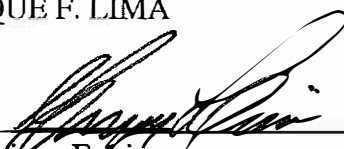
BUYER:

MIAMI-DADE COUNTY

By: _____
Daniella Levine Cava,
County Mayor

Date: _____

SELLER:
ENRIQUE F. LIMA

By: 
Enrique F. Lima

Date: 10/5/21

SELLER:
EURIDICY LIMA

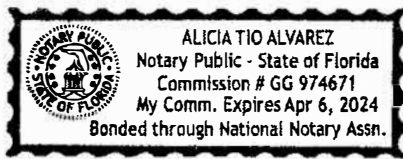
By: 
Euridicy Lima

Date: 10/5/21

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 5 day of October, 2021, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared, Eusebio Vicioso De Lima, personally known to me, or proven, by producing the following Identification: D450-218-61-748-0 to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official Seal at Miami, in the County and State aforesaid, on this, the 5 day of October, 2021.



[Signature] (SEAL)
Notary Public

Alicia Tio Alvarez
Print Name
Notary Public, State of FL
My Commission expires 04/06/2024

NOTARY SEAL / STAMP

Approved as to form and legal sufficiency:

Assistant County Attorney

EXHIBIT “A”

Legal Description

LOT 45, BLOCK 55, WESTWOOD LAKE FOURTH ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65, PAGE 16, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FOLIO NO.: 30-4019-005-0450

EXHIBIT "B"

GENERAL WARRANTY DEED

Instrument prepared by and returned to:
Miami-Dade County
Internal Services Department
Real Estate Development Division
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907

Folio Number: 30-4019-005-0450

USER DEPT.: Miami-Dade Fire Rescue Department

WARRANTY DEED

THIS WARRANTY DEED is made this ____ day of _____, 20__ by and between **Enrique F. Lima and Euridicy Lima**, his wife, (hereinafter referred to as the "Grantor"), whose mailing address is 4935 SW 117 Avenue, Miami, Fl. 3317 and **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida** (hereinafter referred to as the "Grantee") whose address is Stephen P. Clark Center, 111 NW 1st Street, Suite 17-202, Miami, Florida 33128.

Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their successors and assigns.

WITNESSETH

GRANTOR, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee and Grantee's heirs, successors and assigns forever, that certain parcel of land situate and being in Miami-Dade County, Florida (the "Property"), to wit:

Legal Description

Lot 45, Block55, WESTWOOD LAKE FOURTH ADDITION, according to the Plat thereof, as recorded in Plat Book 65, Page 16, of the Public Records of Dade County, Florida.

PROPERTY ADDRESS: 4935 SW 117 Avenue, Miami, Fl. 33175

THIS CONVEYANCE is subject to: (a) taxes and assessments for the year 2020 and subsequent years; (b) reservations, easements, matters of plat, covenants and restrictions of public record, if any, but this reference shall not operate to reimpose same.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

TO HAVE and to hold the same in fee simple forever.

CBRE VALUATION & ADVISORY SERVICES

APPRAISAL REPORT

MIAMI-DADE COUNTY FIRE RESCUE NO. 41
4935 SW 117TH AVENUE
MIAMI, FLORIDA 33175
CBRE FILE NO. 21-341SE-7516-1

MIAMI-DADE COUNTY

CBRE

Date of Report: September 27, 2021

Ms. Jessica Gutierrez
MIAMI-DADE COUNTY
111 Northwest 1 Street, 21st Floor
Miami, Florida 33128

RE: Appraisal of: Miami-Dade County Fire Rescue No. 41
4935 SW 117th Avenue
Miami, Miami-Dade County, Florida 33175
CBRE, Inc. File No. 21-341SE-7516-1

Dear Ms. Gutierrez:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject is a 2,328-SF single family residential dwelling located at 4935 SW 117th Avenue in the Westchester neighborhood in unincorporated Miami-Dade County, Florida. The property floor plan & amenities include three (3) bedrooms / two (2) bathrooms, a circular driveway, perimeter fence with gates, in-ground swimming pool with sundeck and a cabana bathroom. The improvements were constructed in 1957, renovated in 1984, 1994, 2008 & 2011 and are situated on a 0.17-acre single family residential zoned site in the Westwood Lake 4th Addition subdivision.

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is	Fee Simple Estate	September 24, 2021	\$600,000
Land Value As If Vacant	Fee Simple Estate	September 24, 2021	\$240,000
Compiled by CBRE			

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

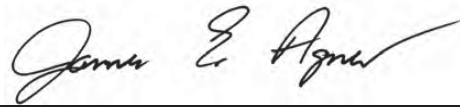
Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Stuart J. Lieberman, MAI
Vice President
Cert Gen RZ1074

www.cbre.com/stuart.lieberman
Phone: (305) 381-6472
Email: stuart.lieberman@cbre.com



James Agner, MAI, AI-GRS, SGA, MRICS
EVP – Business Development -
Florida/Caribbean
Cert Gen RZ382
www.cbre.com/james.agner
Phone: (305) 381-6480
Email: james.agner@cbre.com

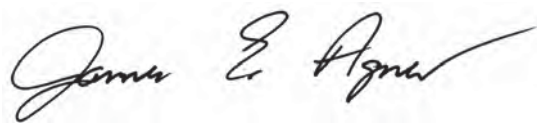
Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Florida.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. As of the date of this report, Stuart J. Lieberman, MAI and James E. Agner, MAI have completed the continuing education program for Designated Members of the Appraisal Institute.
10. Stuart J. Lieberman, MAI has and James E. Agner, MAI has not made a personal inspection of the property that is the subject of this report.
11. No one provided significant real property appraisal assistance to the persons signing this report.
12. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
13. Stuart J. Lieberman, MAI and James E. Agner, MAI have not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding agreement to perform this assignment.



Stuart J. Lieberman, MAI
Cert Gen RZ1074



James E. Agner, MAI, AI-GRS, SGA, MRICS
Cert Gen RZ382



Single Family / 22-0030

4935 SW 117 Avenue, Miami, Florida 33175

Prepared for:
Carlos Heredia
MDC-Fire Rescue Dept.
9300 NW 41 Street
Doral, FL 33178

Prepared by:
Albert J. Armada, MIB, MAI, SRA
State Certified General
Real Estate Appraiser, No. RZ 397

Armada Appraisal & Consulting Company

PO Box 1247
South Miami, FL 33243
Telephone: 305-266-3930
Cell: 786-208-4983

February 11, 2022

Carlos Heredia
MDC-Fire Rescue Dept.
9300 NW 41 Street
Doral, FL 33178

RE: **Single Family property Restricted Appraisal Report located at 4935 SW 117 Avenue, Miami, Miami-Dade County, 33175.**

Dear Mr. Heredia:

As requested, the above referenced property has been examined for factors deemed pertinent in arriving at market value. The purpose of this appraisal is to estimate the "as is" fee simple market value of the property described above.

In order to carry out this assignment, a market study of real estate activity in the vicinity of the subject property has been conducted. This investigation included the collection and analysis of sales, offerings, and information pertaining to other development that has occurred in the area in the recent past. The sources of this data included county deed records, our own data bank, other real estate brokers, appraisers, and knowledgeable individuals active in the area.

Based upon the investigation, the following fee simple market value has been concluded;

MARKET VALUE CONCLUSIONS	
Valuation Methodology	As Is
Land Value	\$180,000
Sales Comparison Approach	\$570,000
Reconciled Value	\$570,000

An important consideration as of the time of our valuation is uncertainty in all real estate markets caused by the Covid-19 virus and its long-term effects on the economy, evidenced currently in shortages of goods due to strains in supply chains. Consequently, what impact the coronavirus has on long-term property values will not be known for some time and will directly depend on how long the population is prevented or self-restrained from returning to normal activity.

The Delta variant wave swept over the U.S. leading to surges in cases and hospitalizations, and as a lagging indicator death increased significantly as well. The Delta variant spread was recognized as an outbreak among the unvaccinated. A new variant, Omicron, spread more quickly, but was less deadly when breakthroughs occurred among the vaccinated. The unvaccinated continue to remain in peril of serious consequences.

What impact the coronavirus and subsequent variants will have long-term on property values will not be known for some time. The data and conclusions contained in this report are as of a point in time when the impact of the virus is still being felt. Nevertheless, the best performing real estate sectors through 2021 were the industrial and housing markets.

EXTRAORDINARY ASSUMPTIONS

The use of extraordinary assumptions, if any, might have affected the assignment results. This appraisal did not employ any extraordinary assumptions, except to assume that the subject is free of any soil contamination.

HYPOTHETICAL CONDITIONS

The use of hypothetical conditions, if any, might have affected the assignment results. This appraisal did not employ any hypothetical conditions.

The appraiser(s) certify and agree that:

1. The appraiser(s) have no present or contemplated interest in the property appraised and that neither the employment to make this appraisal nor the compensation for it is contingent upon the appraised value of the property.
2. The appraiser(s) have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
3. The appraiser (s) has not performed an appraisal of the subject property in the past. No other services in any other capacity, regarding the property that is the subject of this report has been performed within the three-year period immediately preceding acceptance of this assignment.
4. Albert J. Armada, MIB, MAI, SRA has personally inspected the subject property as of the date of appraisal.
5. According to the best of my knowledge and belief, all statements and information in this report are true and correct; and the appraiser(s) have not knowingly withheld any information.
6. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
7. The analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
8. I certify that to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. As of the date of this report, Albert J. Armada has completed the requirements of the continuing education program of the Appraisal Institute.
10. No one provided significant professional assistance to the person signing this report. Albert J. Armada, MIB, MAI, SRA has prepared all conclusions and opinions concerning the real estate that are set forth in the appraisal. Professional input was solicited and gathered from Nicholas L. Armada, State Certified Residential Real Estate appraiser, RD 5035, regarding the immediate market area of the subject and market trends for the product type.
11. My compensation for completing this assignment was not contingent upon the development of reporting of a predetermined value or direction of value that favors the cause of the client, the

amount of the value opinion, the attainment of a stipulated result, or occurrence of a subsequent event directly related to the intended use of this appraisal.

12. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
13. Based on my experience, it is my opinion that I meet the qualifications to provide the following opinion of the subject property's value.
14. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
15. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. The submission of a proposal for services and award of a contract for services is the first communication that (I We) have had regarding the need for an appraisal.

No changes of any item of the appraisal report shall be made by anyone other than the appraiser(s), and the appraiser(s) shall have no responsibility for any such unauthorized changes. This letter of transmittal and the pages that follow constitute my report, including the data and analyses utilized in forming an opinion of value. Should you have any questions concerning this report, please do not hesitate to call my office.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Albert J. Armada", written over a horizontal line.

Albert J. Armada, MIB, MAI, SRA
State Certified General
Real Estate Appraiser No. RZ 397



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 19, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(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 present ☒, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved *Daniella Leme Ara* Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(2)
7-19-22

RESOLUTION NO. R-684-22

RESOLUTION APPROVING, BY A TWO-THIRDS VOTE OF BOARD MEMBERS PRESENT PURSUANT TO SECTION 125.355, FLORIDA STATUTES A CONTRACT FOR SALE AND PURCHASE BETWEEN ENRIQUE F. LIMA AND EURIDICY LIMA AS SELLERS, AND MIAMI-DADE COUNTY, AS BUYER, FOR A 7,500 SQUARE FOOT PROPERTY IMPROVED WITH A RESIDENCE LOCATED AT 4935 SW 117 AVENUE, MIAMI FLORIDA, IN THE AMOUNT OF \$600,000.00 AND AUTHORIZING THE EXPENDITURE OF UP TO \$8,000.00 FOR CLOSING COSTS, FUNDED BY FIRE IMPACT FEES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT FOR SALE AND PURCHASE, EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE SAID PURCHASE AND ACCEPT CONVEYANCE OF PROPERTY BY GENERAL WARRANTY DEED; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECORD SUCH DEED

WHEREAS, the 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. The foregoing recital is incorporated into this resolution and is approved.

Section 2. This Board hereby approves by a two-thirds vote of Board members present pursuant to section 125.355, the Contract for Sale and Purchase (the "Contract") between Enrique F. Lima and Eudiricy Lima, as Sellers, and the County, as Buyer, of a 7,500 square foot property improved with a residence located at 4935 SW 117 Avenue, Miami, Florida (the "Property"), in

substantially the form attached to the accompanying memorandum as Attachment 2, in the amount of \$600,000.00 and an additional expenditure of up to \$8,000.00 for closing costs, funded by Fire Impact Fees for the purpose of constructing a fire station.

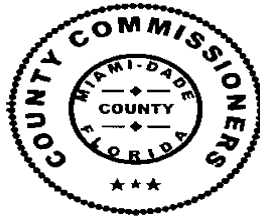
Section 3. This Board further authorizes the County Mayor or County Mayor's designee to execute said Contract on behalf of Miami-Dade County, to exercise any and all rights conferred therein, to take all other actions necessary to effectuate said purchase, and to accept conveyance of said Property by General Warranty Deed substantially in the form attached to the Contract as Exhibit B.

Section 4. Pursuant to Resolution No. R-974-09, the Board directs the County Mayor or County Mayor's designee to record the instrument of conveyance evidencing the transfer of title to the County 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 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 **Rebeca Sosa** ,
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:

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of July, 2022. 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: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in cursive script, appearing to read "MRP", is written over a horizontal line.

Monica Rizo Perez