

HOMELAND DEFENSE/
NEIGHBORHOOD IMPROVEMENT
BOND OVERSIGHT BOARD
AGENDA

1/27/04 - 6:00 P.M.
CITY OF MIAMI
City Hall - Chambers
3500 Pan American Dr.
MIAMI, FLORIDA 33133

I. **APPROVAL OF THE REVISED MINUTES OF THE NOVEMBER 20, 2003 MEETING AND THE MINUTES OF THE DECEMBER 23, 2003 MEETING.**

II. **NEW BUSINESS:**

AUDIT COMMITTEE REPORT:

- Little Haiti Park land acquisitions.
- Steel picket fence at Eaton Park.
- New pool heaters at Hadley Park.
- Playground equipment and site furnishings at Curtis Park.
- Bathrooms building demolition at Sewell Park.
- Replacement of monument at Bay of Pigs Park.
- Landscaping and reinforcing foam flooring for aerobic room for new community building at Jose Marti Park.

III. **UPDATES:**

- Dinner Key Marina Fuel Dock.
- Little Haiti Park Environmental & Title Services for Real Property at 6150 NE 4 Avenue, 299 & 303 NE 59 Terrace.
- Little Haiti Park Appraisal Services for Property at 6311-29 NE 2 Avenue.
- Fire-Rescue Homeland Defense Preparedness Initiatives.
- Bicentennial Park Improvements Phase I & II Tank Removal.
- Bicentennial Park Improvements Seawall/Shoreline Stabilization Project.
- Greenway Adjacent to Miami Circle – Miami River Comm.
- Baywalk Improvements at One Miami Site.
- Greenway Segment at Neo Lofts.

IV. **CHAIRPERSON'S OPEN AGENDA:**

V. **ADDITIONAL ITEMS:**

**HOMELAND DEFENSE/
NEIGHBORHOOD IMPROVEMENT
BOND OVERSIGHT BOARD
MINUTES**

**11/20/03 - 6:00 P.M.
CITY OF MIAMI
CITY HALL - CHAMBERS
3500 Pan American Drive
MIAMI, FLORIDA 33133**

The meeting was called to order at 6:30 p.m., with the following members found to be present:

Rolando Aedo
Ringo Cayard
Mariano Cruz
Robert A. Flanders (Chairman)
Walter Harvey
David E. Marko
Manolo Reyes (Vice Chairman)

Absent:

Sonny Armbrister
Luis Cabrera
Steven Caceres
Suzanne Peters
Gary Reshefsky
Jami Reyes
Luis de Rosa
Ronda Vangates

I. APPROVAL OF THE MINUTES OF THE MEETING OF OCTOBER 28, 2003.

No vote taken due to lack of quorum.

II. NEW BUSINESS:

A. CAPITAL PLAN PRESENTATION BY JORGE CANO.

Mr. Cano provided a general overall review of the draft Capital Plan for 2003, 2004, as well as a multi-year capital plan, resulting in a six-year capital plan program. Mr. Cano thanked the Board for its thoughtful input and support throughout the progress of the development of the plan. The Homeland Defense projects represent roughly 50 percent of the plan's funded programs.

Key principles of the plan:

1. Focus on a structured approach to selection and prioritization of projects, based on needs, but flexible enough to balance the City's strategic needs as well as those of the City's various neighborhoods.

2. The plan is based on solid collaboration and communication with all City departments to better understand the needs of the City and its neighborhoods.

3. The plan is designed to be a dynamic plan that will allow for adjustments to accommodate changing priorities and conditions.

Thanks to a number of recurring funding sources, including Homeland Defense bond funds, the City has been able to prepare a capital plan after many years of operating without one.

Section 2 is the heart of the plan. Within each program area, each department has a summary section that includes a capital program strategy for each of the departments, i.e. Police, Fire, Planning, Public Works, Transportation, followed by highlights of capital projects that were

completed within in each section for the immediately preceding year, as well as the highlights for the current fiscal year and the multi-year plan, followed by a table of projects that are listed as funded, partially funded and unfunded. This is not a plan to address only projects which have total funding, but to also identify what unfunded needs exist.

Also embedded within the plan is a listing of priority themes, which have been identified as a result of extensive communication with community organizations and constituents as a means to show the linkage between projects and department areas within the priority themes. The three priority themes include: Investing in neighborhoods and environment, improving economic health and development and operating as a service-focused organization. Using these various themes makes it easier to track and account for improvements made throughout the City.

The plan is organized along five strategic program areas. As opposed to aligning projects based purely on accounting categories, as was done in the past, accounting is approached as a background critical function re all projects, but aligning projects along strategic program areas is found to be more practical. The five program areas include: Public safety, recreation and culture, infrastructure and environment, community and economic development and general government and services.

The plan reflects 717 capital projects with a total value of over \$763,000,000, of which 64 percent are presently fully funded (\$484,000,000) and partially funded projects represent 10 percent (\$78,000,000) of the plan.

The CIP Department will have a growing role in gradually centralizing coordination of the multiple agencies within the City to improve planning, control and negotiations with consultants and contractors in order to be able to apply economies of scale to all City projects.

B. AUDIT COMMITTEE REPORT:

- **Site furnishings at Jose Marti Park.**

A Project Overview Form was submitted to the Board re this project. Total Dollar amount: \$10,000. Source of Funds: Homeland Bond--Parks & Recreation. Description of Project: Site furnishings: Two 32-gallon receptacles; liners; lids; five picnic tables; two benches. Vendor: Contract Connection, Inc. The project is 90 percent completed. Mr. Blanco provided pictures of the work in progress. This project was approved by the Audit Subcommittee at its November 14, 2003 meeting.

- **Court renovations at Moore Park.**

Ed Blanco requested approval of refurbishing of courts at Moore Park, which must be completed by March 2004. Because of time constraints, he requested an after-the-fact approval from the Board, and he was given assurances that such an approval should be forthcoming.

UPDATES:

1. Grapeland Park Site Furnishings.
2. Grove Mini Park Playground.
3. Pine Heights Park Playground.
4. Melrose Park Fencing Project.
5. Triangle Park Fencing Project.

Ed Blanco of the Parks Dept. provided updates to the Board on the above listed five projects.

At Grapeland Park, bleachers were installed. Mr. Blanco provided pictures of the completed project to the Board.

The Grove Mini Park Playground Project is also completed. Mr. Blanco provided pictures of the completed project.

Mr. Blanco provided pictures of the work in progress re the Pine Heights Park Playground Project. At the time the pictures were taken, the project was not completed, but Mr. Blanco informed the Board that at this time, his belief was that the project has been completed.

Mr. Blanco provided pictures of the Melrose Park Fencing Project. This project took three months to commence, because of the bidding process. Mr. Blanco informed the Board that at this time, his belief was that the project has been completed.

No pictures were provided of the Triangle Park Fencing Project because the contractor has not yet started the job. All permits re this project have been secured.

6. Ballet Gamonet at the Alfred I. Dupont Building.

No report made re this project.

7. Memorial Linear Park Project.

Sandra Vega of the CIP staff provided update re this project. Survey work is still pending. Rescheduling was done on this project based on the 40 days the surveyor took to check all elevations. Permitting by various State agencies is still pending.

8. Jose Marti Park – New Recreation Building.

Ed Blanco provided update re this project which is progressing according to schedule.

III. CHAIRPERSON'S OPEN AGENDA:

N/A

IV. ADDITIONAL ITEMS:

No additional items.

There being no further business to come before the Board, the meeting was adjourned at 7:45 p.m.

**HOMELAND DEFENSE/
NEIGHBORHOOD IMPROVEMENT
BOND OVERSIGHT BOARD
MINUTES**

**12/23/03 - 6:00 P.M.
CITY OF MIAMI
CITY HALL - CHAMBERS
3500 Pan American Drive
MIAMI, FLORIDA 33133**

The meeting was called to order at 6:16 p.m., with the following members found to be present:

Rolando Aedo
Luis Cabrera
Ringo Cayard (entered at 6:30 p.m.)
Mariano Cruz
Robert A. Flanders, Chairman
Walter Harvey
Suzanne Peters
Gary Reshefsky (entered at 6:34 p.m.)
Manolo Reyes, Vice Chair (entered at 6:20 p.m.)
Luis de Rosa
Rhonda Vangates

ABSENT:

Sonny Armbrister
Steven Caseres
David E. Marko
Jami Reyes

I. APPROVAL OF THE MINUTES OF THE MEETINGS OF OCTOBER 28, 2003 and NOVEMBER 20, 2003.

HD/NIB MOTION 03-98

A MOTION TO ADOPT THE MINUTES OF THE MEETINGS OF OCTOBER 23, 2003 AND NOVEMBER 20, 2003.

MOVED: M. CRUZ
SECONDED: L. de ROSA
ABSENT: S. ARMBRISTER; S. CASERES;
R. CAYARD; D. MARKO;
G. RESHEFSKY; J. REYES; M. REYES

Note for the Record: Motion passed by unanimous vote of all Board Members present.

II. OLD BUSINESS:

AUDIT COMMITTEE REPORT:

- Site furnishings at Jose Marti Park.
- Court renovations at Moore Park.

Both these projects were reviewed at the November meeting, but due to lack of quorum no motion was made regarding the projects. The Audit Committee recommended approval of both projects at its November 14, 2003 meeting.

HD/NIB MOTION 03-99

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE JOSE MARTI PARK-SITE FURNISHINGS PROJECT; FURTHER RECOMMENDING THAT \$10,000 OF HD/NIB (PARKS & RECREATION) BOND FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: L. de ROSA
SECONDED: M. CRUZ
ABSENT: S. ARMBRISTER;
S CASERES;
R. CAYARD; D. MARKO;
G. RESHEFSKY; J. REYES

Note for the Record: Motion passed by unanimous vote of all Board Members present.

HD/NIB MOTION 03-100

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE MOORE PARK-COURT RENOVATIONS PROJECT; FURTHER RECOMMENDING THAT \$100,000 OF HD/NIB (PARKS & RECREATION) BOND FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: M. REYES
SECONDED: W. HARVEY
ABSENT: S. ARMBRISTER; S. CASERES;
R. CAYARD; D. MARKO;
G. RESHEFSKY; J. REYES

Note for the Record: Motion passed by unanimous vote of all Board Members present.

III. NEW BUSINESS:

AUDIT COMMITTEE REPORT:

- Miami High Bungalow Site Survey & Construction Material Testing.

Presentation by Alan Poms of the CIP Department. Mr. Poms provided Board Members two bills which came in after construction was substantially done -- one from ATC for the cost of inspecting foundations before concrete was poured (approximately \$168), and the other bill was for a proposal from the surveyor on the project to update the existing survey to show the placement of the Miami High Bungalow on the site. When the project commenced, no survey of Southside Park existed. One was done for the construction plans, and usually, at the conclusion of a project, the surveyor will perform a review of the improvements that were done. Cost of the surveyor's proposal was approximately \$500. Miami High is the first and oldest high school in Miami.

Board Liaison Danette Perez informed the Board of the recommended approval by the Audit Subcommittee, but requested to hear from the City's Parks Dept. regarding the future use of the bungalow. The Audit Subcommittee also requested to hear from the City's Historic Preservation Officer, Sarah Eaton regarding the appropriation of approximately \$668 from the Historic Preservation Initiative line item. Ms. Eaton appeared before the Board and recommended approval of this appropriation.

Vice Chair Reyes inquired as to whether the cost for the scope of work had changed in any way.

Mr. Poms informed the Board of several additive alternate items that were in the bid re this project, which the two major components were to restore the original porch of the building, which was done, and also to replace the historic roof of the bungalow, which was also done. Mr. Poms further informed the Board that at a later date, he would provide the Board with the sum total for rebuilding the roof and the porch. Board Member Aedo further requested that Mr. Poms inform the Board of whether any additional monies would be needed for this project, and what amount would be needed. The Audit Subcommittee was curious as to what the next step would be as far as utilizing the building.

Parks Director Santiago Corrada addressed the Board re this project, informing the Board that the building would be utilized for educational programming, which was the original use of the building. Many non-profit organizations have approached the City's Parks Department expressing a willingness to provide tutoring programs in the building at no cost to the City. The building could also be utilized as a computer laboratory. If a non-profit organization utilizes the building, such organization would also provide maintenance to the building at no cost to the City.

Board Member Reshefsky indicated that the Audit Subcommittee at its December 15, 2003 meeting recommended approval of this project. Board Member Aedo explained to the Board that the original allocation of approximately \$250,000 was done after

the fact, and that, in itself, created some trepidation.

Board Member Cabrera and Vice Chair Reyes expressed concern over the exorbitant renovation cost to historical projects. Parks Director Corrada assured the Board that by working with CIP, Parks would cut costs wherever possible.

HD/NIB MOTION 03-101

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE MIAMI HIGH BUNGALOW SITE SURVEY AND CONSTRUCTION MATERIAL TESTING PROJECT; FURTHER RECOMMENDING THAT \$668 OF HD/NIB (HISTORIC PRESERVATION) FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: G. RESHEFSKY
SECONDED: M. REYES
ABSENT: S. ARMBRISTER; S. CASERES;
D. MARKO; J. REYES

Note for the Record: Motion passed by unanimous vote of all Board Members present.

• Flo Jo Monument at Curtis Park.

Presentation by Parks and Recreation Director Santiago Corrada. Some time ago, Gold Medalist, Olympic Superstar Flo Jo (Florence Joyner-Griffith) visited Curtis Park and left cemented imprints of her feet and hands in the Park. On a recent visit to the park by Mr. Corrada and Commissioner González, the monument was uncovered. A decision was made to preserve this monument as it is an important part of the history of Curtis Park. Plans are underway to relocate the monument to a safer location within the park.

Board Member Reshefsky informed the Board that at its December 15, 2003 meeting, the Audit Subcommittee voted to recommend approval of the allocation of \$18,750 to this project. The Audit Subcommittee further recommended that the Office of Communications should publicize this

item and that a global plan should be developed for Curtis Park.

Mr. Corrada explained that for Curtis Park, a major renovation of the bleachers is needed and most of the money that has been allocated to this park will go towards bleacher renovations. Major renovations are also needed for the existing building at the park and eventually it is hoped that a NET office and a Parks office will be located within the park. Track and field renovations have also been done at the park.

HD/NIB MOTION 03-102

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF FLO JO MONUMENT AT CURTIS PARK PROJECT; FURTHER RECOMMENDING THAT \$18,750 OF HD/NIB (NEIGHBORHOOD PARK IMPROVEMENTS-CURTIS PARK) FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: M. CRUZ
SECONDED: L. de ROSA
ABSENT: S. ARMBRISTER; S. CASERES;
D. MARKO; J. REYES

Note for the Record: Motion passed by unanimous vote of all Board Members present.

• Art Thrones at Margaret Pace Park.

Presentation by CRA (Community Revitalization Agency) Director Frank Rollason. On November 25, 2002 Omni/CRA Motion No. 02-94 was passed by the CRA Board, wherein the Board directed the Executive Director to request reimbursement of a CRA grant in the amount of \$25,000 to the New World School of the Arts for completion and installation of three Art Thrones in Margaret Pace Park. Reimbursement was to be sought from both the Miami-Dade Office of Art in Public Places and the City of Miami. Art in Public Places has determined that such request is not reimbursable. Though the grant authorization was for \$25,000, a total of \$22,635 was actually expended on the project. Funding is needed to complete the project. A welder on the project, frustrated over not being paid, reached the point where he decided to destroy the throne

he was holding in his shop, which would mean the end of the artwork. It would take approximately \$25,000 to finish the project. The CRA Board, upon the appeal of Mr. Rollason voted to fund the \$25,000 to finish the project with the caveat that the CRA would pursue reimbursement for the funding from the County and the City. The funding source from the CRA was Tax Increment Funds (TIF). The rules of using TIF monies require that the project to which TIF funds are appropriated must be a part of the CRA master plan. Margaret Pace Park is not a part of the CRA master plan, so the monies should be refunded to the CRA by the City. Mr. Rollason requested that the Board allocate bond funds to refund these TIF monies to the CRA.

At its December 15, 2003 meeting, the Audit Subcommittee voted not to support this project at this time. According to his understanding, Board Member Reshefsky noted that in the past, the City has already refunded the CRA for all construction that took place at Margaret Pace Park. He further noted that there are additional projects of greater importance (i.e. shoreline stabilization, and a cover for the tot lot) that need to be addressed at Margaret Pace Park before expending funds on something that is not considered a priority.

Board Member Aedo added that at the December 15 meeting, there was also mention of the park ranger position which the CRA had committed to funding and that to date, the position has not been filled.

Parks and Recreation Director Santiago Corrada informed the Board that the CRA was able to allocate \$30,000 for a three-year period for the park ranger program, but a delay occurred because of difficulty in coming to an agreement on who would manage the park ranger, whether it would be law enforcement staff or Parks staff. Several meetings were had with Employee Relations to make this determination. Job specs have now been submitted re this position and Parks is looking to hire temporary staff to fill this position.

Mr. Rollason reiterated his understanding of the concerns of the Audit Subcommittee, but stressed the fact that this project is a part of construction which has already been completed and installed. This artwork is considered a signature piece within the park. That being the case, the CRA should be reimbursed. Mr. Rollason further explained that the project was designed to be done with

Homeland Defense bond dollars from the very beginning. There was some delay in the bond dollars being put in place and going forward with the project, and the CRA Board did not want to wait, so the Board funded the money through TIF dollars to do the project, with the intent that once the money was in place, the CRA would be reimbursed.

HD/NIB MOTION 03-103

A MOTION BY THE HOMELAND
DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND
(HD/NIB) OVERSIGHT BOARD RECOMMENDING
APPROVAL OF THE MARGARET PACE PARK-ART
THRONES PROJECT; FURTHER RECOMMENDING THAT
\$22,635 OF HD/NIB (NEIGHBORHOOD PARK
IMPROVEMENTS-MARGARET PACE PARK) FUNDS BE
ALLOCATED TO THIS PROJECT.

MOVED: M. REYES
SECONDED: L. de ROSA
NAYS: G. RESHEFSKY
ABSENT: S. ARMBRISTER; S. CASERES;
D. MARKO; J. REYES

Note for the Record: Motion passed by a vote of 10/1.

IV. CHAIRPERSON'S ANNUAL REPORT:

Chairman Flanders reviewed the annual report (Exhibit D-Spread Sheet), reflecting total approved projects, total amount appropriated, allocations, six- to nine-month follow-ups, et cetera. The City is fortunate to have good bond counsel and a dedicated City staff. The Board will make its report to the City Commission in February 2004. The City is being rebuilt in every neighborhood and no one is being left behind. Chairman Flanders attributed the Board's success to the dedication of its members and the support of the community who voted in favor of the bond. He further expressed his pleasure in being a part of the Board for the past year.

Larry Spring, Chief of Strategic Planning, Budget and Performance addressed the Board. He is

preparing a cost allocation analysis and will provide same within the next two to three weeks.

Chairman Flanders indicated that by vetting projects on behalf of the City, this volunteer Board has saved the City hundreds of thousands of dollars in terms of consulting.

V. ADDITIONAL ITEMS:

No additional items.

There being no further business to come before the Board, the meeting was adjourned at 6:57 p.m.

**Homeland Defense/Neighborhood Improvement Bond Program
Limited Tax General Obligation Bonds**

Summary Sheet by Approved Project

| CIP No. | A Total Bond Authorization | B Total Authorization from First Series | C Total Designations from First Series | B less C Balance Pending to be Designated | D Amount Spent As of: 12/26/2003 | D + B % Spent from First Series | % Spent of Designations |
|------------------------------|--|--|---|--|-------------------------------------|------------------------------------|-------------------------|
| Public Safety | | | | | | | |
| 312043 | Police Training Facility | 10,000,000 | 10,000,000 | 10,000,000 | - | 0.0% | 0.0% |
| 312048 | Police Homeland Defense Preparedness Initiative | 5,500,000 | 1,000,000 | 318,969 | 681,031 | 100,245 | 31.4% |
| 313305 | Fire-Rescue Homeland Defense Preparedness Initiative | 5,500,000 | 1,500,000 | 1,500,000 | - | 415,796 | 27.7% |
| 313306 | Neighborhood Fire Stations & Training Facility | 10,000,000 | 5,500,000 | 831,228 | 4,668,774 | 11,056 | 1.3% |
| | Total Public Safety | 31,000,000 | 18,000,000 | 12,650,195 | 5,349,805 | 527,097 | 2.9% |
| Parks and Recreation | | | | | | | |
| 331412 | Little Haiti Park Land Acquisition & Development | 25,000,000 | 20,000,000 | 19,981,979 | 18,021 | 791,911 | 4.0% |
| 331416 | Virginia Key Park Improvements | 5,000,000 | 1,000,000 | 1,000,000 | - | 178,682 | 17.9% |
| 331418 | Bicentennial Park Improvements | 10,000,000 | 5,000,000 | 5,000,000 | - | 487,081 | 9.7% |
| 333104 | Pace Park Improvements | 4,000,000 | 2,500,000 | 2,500,000 | - | 1,613,440 | 64.5% |
| 331419 | Neighborhood Park Improve. & Acq. (See Attachment) | 31,000,000 | 16,500,000 | 9,445,997 | 7,054,003 | 1,083,113 | 6.6% |
| 326015 | Citywide Waterfront Improvements | 10,000,000 | 1,700,000 | 1,700,000 | - | 62,236 | 3.7% |
| 324002 | Orange Bowl Stadium Ramps & Improvements | 16,000,000 | 16,000,000 | 3,353,946 | 12,646,054 | 1,398,141 | 8.7% |
| N/A | Jose Marti/East Little Havana Parks Expansion | 5,000,000 | - | - | - | - | 0.0% |
| N/A | Soccer Complex Development | 10,000,000 | - | - | - | - | 0.0% |
| N/A | Marine Stadium Renovation | 2,000,000 | - | - | - | - | 0.0% |
| 333138 | Fern Isle Cleanup and Renovation | 9,000,000 | 1,580,000 | 633,310 | 946,690 | 118,831 | 18.8% |
| | Total Parks and Recreation | 127,000,000 | 64,280,000 | 43,615,232 | 20,664,768 | 5,733,435 | 8.9% |
| Streets and Drainage | | | | | | | |
| 3 CIP's | Flagami Storm Water Mitigation (See Attachment) | 10,000,000 | 10,000,000 | 10,000,000 | - | - | 0.0% |
| 341208 | Grand Avenue Improvements | 3,000,000 | 3,000,000 | 3,000,000 | - | 492 | 0.0% |
| 341127 | Calle Ocho Improvements | 6,000,000 | 3,750,000 | 1,419,140 | 2,330,860 | 210,340 | 5.6% |
| 341126 | Model City Infrastructure Improvements | 6,000,000 | 4,000,000 | 2,815,133 | 1,184,867 | - | 0.0% |
| 341157 | Design District/FEC Corridor Improvements | 10,000,000 | 3,500,000 | 625,000 | 2,875,000 | 105,000 | 3.0% |
| 341210 | Downtown Infrastructure Improvements | 10,000,000 | 10,000,000 | 4,160,000 | 5,840,000 | 156,358 | 1.6% |
| 341213 | Coral Way Improvements | 3,000,000 | 1,500,000 | 1,500,000 | 1,500,000 | 0 | 0.0% |
| 341214 | NE 2nd Avenue Improvements (36 St. to 78 St.) | 6,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 0 | 0.0% |
| | Total Streets and Drainage | 54,000,000 | 36,750,000 | 22,019,273 | 14,730,727 | 472,190 | 1.3% |
| Quality of Life | | | | | | | |
| 311711 | District 1 Neighborhood Quality of Life Improvements | 5,000,000 | 5,000,000 | 569,487.00 | 4,430,513 | 0 | 0.0% |
| 311712 | District 2 Neighborhood Quality of Life Improvements | 5,000,000 | 3,000,000 | 491,477 | 2,508,523 | 63,448 | 2.1% |
| 311713 | District 3 Neighborhood Quality of Life Improvements | 5,000,000 | 3,450,000 | 3,372,000 | 78,000 | 68,327 | 2.0% |
| 311714 | District 4 Neighborhood Quality of Life Improvements | 5,000,000 | 5,000,000 | 943,975 | 4,056,025 | 304,883 | 6.1% |
| 311715 | District 5 Neighborhood Quality of Life Improvements | 5,000,000 | 5,000,000 | 988,268 | 4,011,732 | 100,908 | 2.0% |
| 341211 | Greenways Improvements | 2,000,000 | 1,500,000 | 275,000 | 1,225,000 | - | 0.0% |
| 341212 | Neighborhood Gateways Improvements | 4,000,000 | 1,600,000 | 1,600,000 | - | - | 0.0% |
| N/A | Museum of Science | 3,500,000 | - | - | - | 0 | 0.0% |
| N/A | Miami Art Museum | 3,500,000 | - | - | - | 0 | 0.0% |
| | Total Quality of Life | 38,000,000 | 24,550,000 | 8,240,207 | 16,309,793 | 537,566 | 2.2% |
| Historic Preservation | | | | | | | |
| 327001 | Historic Preservation Initiatives | 5,000,000 | 2,750,000 | 2,109,000 | 641,000 | 255,000 | 9.3% |
| | Total Historic Preservation | 5,000,000 | 2,750,000 | 2,109,000 | 641,000 | 255,000 | 9.3% |
| | Total Program | \$ 255,000,000 | \$ 146,330,000 | \$ 88,633,908 | \$ 57,696,092 | \$ 7,525,288 | 5.1% |
| | | | | | | | 8.6% |

**Homeland Defense/Neighborhood Improvement Bond Program
Limited Tax General Obligation Bonds**

Summary Sheet by Approved Project

| CIP No. | A Total Bond Authorization | B Total Authorization from First Series | C Total Designations from First Series | B less C Balance Pending to be Designated | D Amount Spent As of: 10/31/2003 | D + B % Spent from First Series | % Spent of Designations | |
|------------------------------|--|--|---|--|-------------------------------------|------------------------------------|-------------------------|---------------|
| Public Safety | | | | | | | | |
| 312043 | Police Training Facility | 10,000,000 | 4,500,000 | 5,500,000 | - | 0.0% | 0.0% | |
| 312048 | Police Homeland Defense Preparedness Initiative | 5,500,000 | 343,869 | 656,131 | 77,756 | 7.8% | 22.8% | |
| 313305 | Fire-Rescue Homeland Defense Preparedness Initiative | 5,500,000 | 1,573,571 | (73,571) | 365,445 | 24.4% | 23.2% | |
| 313308 | Neighborhood Fire Stations & Training Facility | 10,000,000 | 631,226 | 4,868,774 | 9,674 | 0.2% | 1.5% | |
| | Total Public Safety | 31,000,000 | 7,048,666 | 10,951,334 | 452,875 | 2.5% | 6.4% | |
| Parks and Recreation | | | | | | | | |
| 331412 | Little Haiti Park Land Acquisition & Development | 25,000,000 | 7,915,262 | 12,084,738 | 749,312 | 3.7% | 9.5% | |
| 331418 | Virginia Key Park Improvements | 5,000,000 | 1,111,000 | (111,000) | 1,651 | 0.2% | 0.1% | |
| 331418 | Bicentennial Park Improvements | 10,000,000 | 659,723 | 4,340,277 | 433,430 | 8.7% | 65.7% | |
| 333104 | Pace Park Improvements | 4,000,000 | 2,500,000 | - | 1,613,440 | 64.5% | 64.5% | |
| 333149 | Neighborhood Park Improve. & Acq. (See Attachment) | 31,000,000 | 8,310,997 | 8,189,003 | 872,113 | 5.3% | 10.5% | |
| 326015 | Citywide Waterfront Improvements | 10,000,000 | 1,708,659 | (8,669) | 54,867 | 3.2% | 3.2% | |
| 324002 | Orange Bowl Stadium Ramps & Improvements | 16,000,000 | 3,353,946 | 12,646,054 | 1,257,948 | 7.9% | 37.5% | |
| N/A | Jose Marti/East Little Havana Parks Expansion | 5,000,000 | - | - | - | - | - | |
| N/A | Soccer Complex Development | 10,000,000 | - | - | - | - | - | |
| N/A | Marina Stadium Renovation | 2,000,000 | - | - | - | - | - | |
| 333138 | Fern Isle Cleanup and Renovation | 9,000,000 | 1,580,000 | 633,310 | 946,880 | 521 | -0.1% | |
| | Total Parks and Recreation | 127,000,000 | 64,280,000 | 26,190,906 | 38,069,094 | 4,983,282 | 7.8% | 208.9% |
| Streets and Drainage | | | | | | | | |
| 3 CIP's | Figiami Storm Water Mitigation (See Attachment) | 10,000,000 | - | 10,000,000 | - | 0.0% | 0.0% | |
| 341208 | Grand Avenue Improvements | 3,000,000 | 3,000,000 | - | - | 0.0% | 0.0% | |
| 341127 | Calle Ocho Improvements | 6,000,000 | 3,750,000 | 1,418,242 | 2,331,758 | 209,442 | 5.6% | |
| 341126 | Model City Infrastructure Improvements | 6,000,000 | 4,000,000 | 2,815,133 | 1,184,867 | - | 0.0% | |
| 341157 | Design District/FEC Corridor Improvements | 10,000,000 | 3,500,000 | 625,000 | 2,875,000 | 105,000 | 3.0% | |
| 341210 | Downtown Infrastructure Improvements | 10,000,000 | 10,000,000 | 4,160,000 | 5,840,000 | 158,358 | 1.6% | |
| 341213 | Coral Way Improvements | 3,000,000 | 1,500,000 | 1,500,000 | 0 | 0 | 0.0% | |
| 341214 | NE 2nd Avenue Improvements (36 St. to 78 St.) | 6,000,000 | 1,000,000 | 1,000,000 | 0 | 0 | 0.0% | |
| | Total Streets and Drainage | 54,000,000 | 36,750,000 | 12,016,375 | 24,731,625 | 470,800 | 1.3% | 3.9% |
| Quality of Life | | | | | | | | |
| 311711 | District 1 Neighborhood Quality of Life Improvements | 5,000,000 | 263,871.00 | 4,736,129 | 0 | 0.0% | 0.0% | |
| 311712 | District 2 Neighborhood Quality of Life Improvements | 5,000,000 | 491,477 | 2,508,523 | 63,448 | 2.1% | 12.9% | |
| 311713 | District 3 Neighborhood Quality of Life Improvements | 5,000,000 | 3,372,000 | 78,000 | 54,423 | 1.6% | 1.6% | |
| 311714 | District 4 Neighborhood Quality of Life Improvements | 5,000,000 | 943,975 | 4,056,025 | 304,883 | 6.1% | 32.3% | |
| 311715 | District 5 Neighborhood Quality of Life Improvements | 5,000,000 | 5,000,000 | 918,588 | 4,081,432 | 95,465 | 1.9% | |
| 341211 | Greenways Improvements | 2,000,000 | 1,500,000 | 275,000 | 1,225,000 | - | 0.0% | |
| 341212 | Neighborhood Gateways Improvements | 4,000,000 | 1,600,000 | 1,600,000 | - | - | 0.0% | |
| N/A | Museum of Science | 3,500,000 | - | - | 0 | 0 | 0.0% | |
| N/A | Miami Art Museum | 3,500,000 | - | - | 0 | 0 | 0.0% | |
| | Total Quality of Life | 38,000,000 | 24,550,000 | 7,864,891 | 16,685,109 | 518,218 | 2.1% | 6.6% |
| Historic Preservation | | | | | | | | |
| 327001 | Historic Preservation Initiatives | 5,000,000 | 2,750,000 | 809,000 | 1,941,000 | 255,000 | 9.3% | |
| | Total Historic Preservation | 5,000,000 | 2,750,000 | 809,000 | 1,941,000 | 255,000 | 9.3% | 31.5% |
| | Total Program | \$ 265,000,000 | \$ 148,330,000 | \$ 53,931,839 | \$ 92,388,162 | \$ 6,680,175 | 4.6% | 12.4% |



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 1/27/04 DISTRICT: 5
NAME OF PROJECT: LITTLE HAITI PARK - Land Acquisition 247 NE 59 Street - # 79
INITIATING DEPARTMENT/DIVISION: Economic Development
INITIATING CONTACT PERSON/CONTACT NUMBER: Dirk Duval / 305.416.1458 & Madeline Valdes / 305.416.1461
C.I.P. DEPARTMENT CONTACT: Fernando Paiva
RESOLUTION NUMBER: R-04-00608 CIP/PROJECT NUMBER: 331412
ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$215,950 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$20,116,710.)
SOURCE OF FUNDS: HDNI Bonds - Little Haiti Park Land Acquisition & Development
ACCOUNT CODE(S): CIP # 331412

If grant funded, is there a City match requirement? YES NO
AMOUNT: _____ EXPIRATION DATE: _____
Are matching funds Budgeted? YES NO Account Code(s): _____
Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Economic Development - Dirk Duval & Madeline Valdes
DESCRIPTION OF PROJECT: Said acquisition inclusive of cost of survey, appraisal, environmental report, title insurance, and demolition.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 1/15/04
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 1/27/04
Approved by Commission? YES NO N/A DATE APPROVED: 2/12/03
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
DESIGN COST: _____
CONSTRUCTION COST: _____
Is conceptual estimate within project budget? YES NO
If not, have additional funds been identified? YES NO
Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____
Justifications for change: _____
Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
Have additional funds been identified? YES NO
Source(s) of additional funds: _____

Time impact _____
Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: Commissioner Winton objected to the adjacent # 68 property. We paid \$25.00 per square foot for # 68, we are paying \$23.00.

APPROVAL: [Signature] DATE: _____
BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

The Honorable Mayor
Members of the City Commission

DATE: _____
SUBJECT: Acquisition of Real Property Located at
247 Northeast 59th Street LHP #79 in
Connection with Little Haiti Park Project

Joe Arriola
Chief Administrator

REFERENCE: Resolution and Purchase and Sale
Agreement
ENCLOSURES: February 12, 2004 City Commission

RECOMMENDATION:

It is respectfully recommended that the City Commission adopt the attached Resolution authorizing the City Manager to execute a Purchase and Sale Agreement for the acquisition of the property located at 247 Northeast 59th Street (the "Property"), Miami, Florida, as legally described in the Purchase and Sale Agreement between the City of Miami and B and B Enterprises, a Florida General Partnership, attached hereto and made a part hereof, in connection with the development of Little Haiti Park, for a total purchase price of \$189,750 which equates to \$23/sf for the gross building area; the gross building area is based on an estimated 8,215 square feet for subject property. The Resolution further authorizes the City Manager to consummate said transaction in accordance with the terms of said Purchase and Sale Agreement; further allocating funds in the amount of \$215,950 from the \$255 million Homeland Defense/Neighborhood Improvement Bond to cover the cost of said acquisition inclusive of cost of survey, appraisal, environmental report, title insurance, and demolition.

BACKGROUND:

On September 25, 2001 the City of Miami Commission adopted Resolution 01-1029 directing the City Manager to take all steps necessary to initiate and implement the development of a superlative park in the Little Haiti area (the "Park Project"). The boundaries for the Park Project as established by the City Commission are to be from Northeast 59th Street to Northeast 64th Terrace between Northeast 2nd Avenue and Northeast 4th Avenue.

Resolution 02-395, adopted April 11, 2002 directed the City Manager to expedite the land acquisition for the Park Project approved in the \$255 Million Dollar Homeland Defense/Neighborhood Improvement Bond Issue. The property located at 247 Northeast 59th Street is within the park boundaries and is necessary as part of the land assembly required for the Little Haiti Park Project.

An independent appraisal established One Hundred and Seventy Thousand Dollars (\$170,000) as the fair market value for the Property. The Department of Economic Development prepared a Purchase and Sale Agreement to purchase said property for One Hundred Eighty Nine Thousand Seven Hundred and Fifty Dollars (\$189,750), with a deposit of Twenty-Five Thousand Dollars (\$25,000). The Purchase Price exceeds the appraised value of One Hundred Seventy Thousand Dollars (\$170,000) by Nineteen Thousand Seven Hundred and Fifty Dollars (\$19,750).

It is a condition precedent to the validity of the Purchase and Sale Agreement and its execution by the City Manager that the City Commission of the City of Miami approve the Purchase and Sale Agreement by a greater majority of a 4/5ths vote of its members. Failing such approval the Purchase and Sale Agreement shall be automatically null and void without the necessity of further action by either party.

FINANCIAL IMPACT

There is no impact to the City's General Fund. Total acquisition cost of \$215,950 will be provided through CIP NO. 331412 entitled "Little Haiti Park Land Acquisition and Development."

JA:LMH:Kc:mv:dd: m Purch& SaleLHP 79.doc

..Title

A RESOLUTION, BY AN AFFIRMATIVE VOTE OF 4/5THS OF THE MEMBERS OF THE CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF THE PROPERTY LOCATED AT 247 NORTHEAST 59TH STREET (THE "PROPERTY"), MIAMI, FLORIDA, AS LEGALLY DESCRIBED IN THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF MIAMI AND B AND B ENTERPRISES, A FLORIDA GENERAL PARTNERSHIP, ATTACHED HERETO AND MADE A PART HEREOF, IN CONNECTION WITH THE DEVELOPMENT OF LITTLE HAITI PARK, FOR A TOTAL PURCHASE PRICE OF \$189,750 AND TO CONSUMMATE SAID TRANSACTION IN ACCORDANCE WITH THE TERMS OF SAID PURCHASE AND SALE AGREEMENT; FURTHER ALLOCATING FUNDS IN THE AMOUNT OF \$215,950 FROM THE \$255 MILLION HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND TO COVER THE COST OF SAID ACQUISITION INCLUSIVE OF COST OF SURVEY, APPRAISAL, ENVIRONMENTAL REPORTS, TITLE INSURANCE, AND DEMOLITION.

..Body

WHEREAS, on September 25, 2001 the City of Miami Commission adopted Resolution 01-1029 directing the City Manager to take all steps necessary to initiate and implement the development of a superlative park in the Little Haiti area (the "Park Project"); and

WHEREAS, the boundaries for the Park Project as established by the City Commission are to be from Northeast 59th Street to Northeast 64th Terrace between Northeast 2nd Avenue and Northeast 4th Avenue; and

WHEREAS, Resolution 02-395, adopted April 11, 2002 directed the City Manager to expedite the land acquisition for the Park Project approved in the \$255 Million Dollar Homeland Defense/Neighborhood Improvement Bond Issue; and

WHEREAS, the property located at 247 Northeast 59th Street is within the park boundaries and is necessary as part of the land assembly required for the Little Haiti Park Project; and

WHEREAS, an independent appraisal established \$170,000 as the fair market value for the Property; and

WHEREAS, the Department of Economic Development prepared a Purchase and Sale Agreement to purchase said property for One Hundred Eighty Nine Thousand Seven Hundred and Fifty Dollars (\$189,750), with a deposit of Twenty-Five Thousand Dollars (\$25,000); and

WHEREAS, the Purchase Price exceeds the appraised value of One Hundred Seventy Thousand Dollars (\$170,000) by Nineteen Thousand Seven Hundred and Fifty Dollars (\$19,750); and

WHEREAS, it is a condition precedent to the validity of the Purchase and Sale Agreement and its execution by the City Manager that the City Commission of the City of Miami approve the Purchase and Sale Agreement by a greater majority of a 4/5ths vote of its members; and

WHEREAS, failing such approval the Purchase and Sale Agreement shall be automatically null and void without the necessity of further action by either party;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA;

Section 1. The recitals and findings contained in the Preamble to this Resolution are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

Section 2. By a four-fifths (4/5ths) affirmative vote, the City Manager is hereby authorized¹ to execute a Purchase and Sale Agreement for the acquisition of the property located at 247 Northeast 59th Street, Miami, Florida (the "Property"), Miami, Florida, as legally described in the Purchase and Sale Agreement between the City of Miami and B and B Enterprises, attached hereto and made a part hereof, in connection with the development of Little Haiti Park, with a total purchase price of \$189,750 and to consummate said transaction in accordance with the terms of said Purchase and Sale Agreement; with funds in the amount of \$215,950 from the \$255 Million Dollar Homeland Defense/Neighborhood Improvement Bond hereby allocated to cover the cost of said acquisition inclusive of cost of survey, appraisal, environmental report, title insurance, and demolition.

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor².

PASSED AND ADOPTED this _____ day of _____, 2004.

Manuel A. Diaz, Mayor

ATTEST:

Priscilla A. Thompson
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Alejandro Vilarello
City Attorney

..Footnote

- _____
¹ The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.
- ² If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PART ONE

| | |
|--|--|
| Property | Industrial Building 247 N.E. 59 Street Miami, Miami-Dade County, FL 33137 |
| Census Tract Number | 20.040-1 |
| Property Tax Identification Number(s) | 01-3218-015-0350 |
| Owner of Record | Ben Bennet & Jerry Pumo |
| Date of the Report | November 12, 2002 |
| Effective Date of the Appraisal | August 22, 2002 |
| Land Area | 0.1148 acres; 5,000 square feet |
| Gross Building Area (GBA) | 8,215 square feet |
| Rentable Area (RA) | 7,660 square feet |
| Current Occupancy | 0%; Currently vacant, however, being temporarily utilized informally for storage and month to month leases on a per project basis. |
| Year Built | 1945 |
| Zoning Designation | I, INDUSTRIAL, City of Miami. |
| Floodplain Map Panel Number and Date | 12025C0181J; 03/02/1994 |
| Floodplain Designation | X - Areas of 500-year Flood |
| Real Estate Taxes, Year 2002 | \$2,725 |
| Highest and Best Use as Improved | Continued Industrial Use |
| Property Rights Appraised | Fee Simple estate |
| Estimated Exposure Time and Marketing Period | 12 months; 12 months |
| Market Value Indications | |
| Cost Approach | N/A |
| Sales Comparison Approach | \$170,000 |
| Income Capitalization Approach | |
| Direct Capitalization | \$170,000 |
| Market Value Conclusion* | \$170,000 (\$22 per SF of RA) |

*This market value conclusion is subject to extraordinary assumptions and hypothetical conditions set forth in the letter of transmittal.

VALUATION ANALYSIS

We have utilized the sales comparison and income capitalization approaches in valuing the property. The cost approach has been omitted because the property is fifty-seven years old and is beyond the age at which market participants typically use this methodology in pricing and valuing assets. Therefore, the cost approach is not applicable to the assignment and omission of this approach does not constitute departure under USPAP.

SALES COMPARISON APPROACH

To develop an opinion of overall property value by the sales comparison approach, we analyzed five sales on a price per square foot of square feet of rentable area basis. The sales occurred within the 2/23/01 - 4/18/02 time period and reflect a range of unadjusted unit prices of \$20.25 to \$26.79 per square foot. They are summarized as follows:

| SUMMARY OF COMPARABLE IMPROVED SALES | | | | | | |
|--------------------------------------|--|-----------|------------|------------|----------|----------------|
| No. | Name/Address | Sale Date | Year Built | Pct. Occup | SF of RA | Price/SF of RA |
| 1 | Industrial Building 320 NE 61 Street Miami Miami-Dade, FL <i>Comments: Utilized for auto repair - in below-average condition - parking in front - 12' ceilings</i> | 4/02 | 1971 | 50% | 6,915 | \$20.25 |
| 2 | Industrial Building 300 NE 62 Street Miami Miami-Dade, FL <i>Comments: 4 Truck Doors, 1 Dock High, Below Average Condition - Apprx. 16' ceilings</i> | 4/02 | 1962 | 0% | 7,956 | \$23.88 |
| 3 | Industrial Building 301 NE 61 Street Miami Miami-Dade, FL <i>Comments: 12-14' Ceilings, Average Condition, parking</i> | 4/02 | 1962 | 100% | 11,571 | \$20.74 |
| 4 | Industrial Building 371 N.E. 61st Street Miami Miami-Dade, FL <i>Comments: Average Condition, Ceiling Heights approx. 12-14', frontage on 61 & 62 Sts.</i> | 8/01 | 1956 | 100% | 10,817 | \$20.80 |
| 5 | Industrial Building 225 NE 59 Street Miami Miami-Dade, FL <i>Comments: Older building in below-average condition. 16'18' ceilings.</i> | 2/01 | 1950 | 0% | 4,620 | \$26.79 |
| | SUBJECT | | 1945 | | 7,660 | |

RESOLUTION NO. 02-395

A RESOLUTION OF THE MIAMI CITY COMMISSION DIRECTING THE CITY MANAGER TO EXPEDITE THE LAND ACQUISITION PROCESS FOR PROJECTS APPROVED IN THE \$255 MILLION HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND ISSUE; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, WITH LAND ACQUISITION SPECIALISTS, AS APPLICABLE.

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The City Manager is directed to expedite the land acquisition process for projects approved in the \$255 million Homeland Defense/Neighborhood Improvement bond issue.

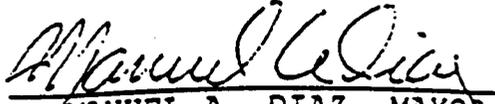
Section 2. The City Manager is authorized^{1/} to negotiate and execute agreements, in a form acceptable to the City Attorney, with land acquisition specialists, as applicable.

^{1/} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

CITY COMMISSION
MEETING OF
APR 11 2002
Resolution No.
02-395

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.^{2/}

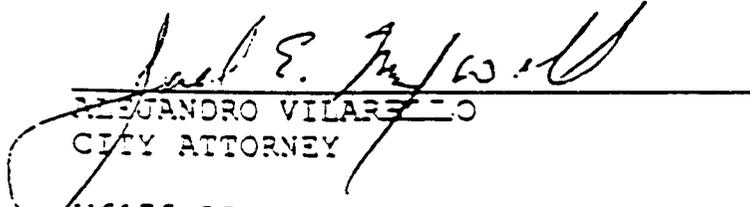
PASSED AND ADOPTED this 11th day of April, 2002.


MANUEL A. DIAZ, MAYOR

ATTEST:


PRISCILLA A. THOMPSON
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS: 


ALEJANDRO VILAREJO
CITY ATTORNEY
W6175:LB

^{2/} If the Mayor ~~does~~ not sign this Resolution, it shall become effective at the end of ~~ten~~ calendar days from the date it was passed and adopted. If the Mayor ~~vetoes~~ vetoes this Resolution, it shall become effective immediately ~~upon~~ override of the veto by the City Commission.

J-01-828
09/25/01

RESOLUTION NO. 01-1029

A RESOLUTION OF THE MIAMI CITY COMMISSION DIRECTING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO INITIATE AND IMPLEMENT THE DEVELOPMENT OF A FIRST-CLASS PARK IN THE LITTLE HAITI AREA FROM NORTHEAST 59TH TO NORTHEAST 67TH STREETS BETWEEN NORTHEAST 2ND AVENUE AND THE RAILROAD TRACKS, MIAMI, FLORIDA; FURTHER DIRECTING THE CITY MANAGER TO INSTRUCT (1) THE DEPARTMENT OF PUBLIC WORKS TO CONDUCT ENVIRONMENTAL STUDIES, (2) THE LITTLE HAITI NET OFFICE TO PERFORM A DETAILED NEIGHBORHOOD AND USE ASSESSMENT (RESIDENTIAL, COMMERCIAL AND OFFICE), AND (3) THE DEPARTMENT OF PLANNING AND ZONING TO INITIATE THE LAND DESIGNATION AND ZONING PROCEEDINGS NECESSARY TO ACCOMPLISH THIS OBJECTIVE.

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The City Manager is directed to take all steps necessary to initiate and implement the development of a first-class park in the Little Haiti area from Northeast 59th to Northeast 67th Streets, between Northeast 2nd Avenue and the railroad tracks, Miami, Florida.

Section 2. The City Manager is further directed to instruct (1) the Department of Public Works to conduct

**CITY COMMISSION
MEETING OF**

SEP 25 2001
Resolution No.

01-1029

environmental studies, (2) the Little Haiti Net Office to perform a detailed neighborhood and use assessment (residential, commercial and office), and (3) the Department of Planning and Zoning to initiate the land designation and zoning proceedings necessary to accomplish this objective.

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.^{1/}

PASSED AND ADOPTED this 25th day of September, 2001.

JOE CAROLLO, MAYOR

In accordance with Miami Code Sec. 2-36, since the Mayor did not indicate approval of this legislation by signing it in the designated place provided, said legislation now becomes effective with the elapse of ten (10) days from the date of Commission action regarding same, without the Mayor exercising a veto.

Sylvia Scheider
for: Walter J. Foeman, City Clerk

ATTEST:

WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS: *✓*

✓ *Jaël S. Vilarello*

ALEJANDRO VILARELLO
CITY ATTORNEY

W5670:smg:BSS

^{1/} If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, (the "Agreement") is made and entered into this 26th day of January, 2004, by and between B & B Enterprises, a Florida General Partnership with offices at Post Office Box 380100, Miami, Florida 33238 (the "Seller") and the City of Miami, a municipal corporation of the State of Florida, with offices at 444 SW 2 Avenue, Miami, Florida 33130-1910 (the "Purchaser"). The Parties hereby agree that Seller shall sell and Purchaser shall buy the following property upon the following terms and conditions:

1. DESCRIPTION OF PROPERTY/PURPOSE OF ACQUISITION

(a) Legal Description:

Lot 21, Block 12, of Pierce's Addition to Lemon City, according to the Plat thereof, recorded in Plat Book B, at Page 43, of the Public Records of Dade County, Florida.
Containing 5,000 square feet, more or less.

(b) Street Address:

247 NE 59th Street, Miami, Florida

2. PURCHASE PRICE

The Purchaser agrees to pay and the Seller agrees to accept for the Property the sum of One Hundred Eighty-Nine Thousand Seven Hundred Fifty Dollars (\$189,750) (the "Purchase Price"). The Purchase Price, as it may be adjusted, will be payable as follows:

(a) Deposit: Within forty-five (45) days of the Effective Date as defined herein, the Purchaser shall pay to John Coagrove (the "Escrow Agent") Twenty Five Thousand Dollars as a deposit (the "Deposit"). The Deposit shall be held by the Escrow Agent in an interest bearing account, with interest accruing to Purchaser, unless the Deposit is disbursed to the Seller upon Purchaser's default. At Closing, the Deposit and all interest earned thereon, shall be delivered by the Escrow Agent to the Seller and credited against the Purchase Price. The Deposit is non-refundable except in the event Purchaser terminates this Agreement as provided herein.

(b) Closing Payment: At Closing, the Deposit, plus the balance of the Purchase Price, adjusted by adjustments, credits, prorations, or as

otherwise provided in this Agreement, shall be paid by the Purchaser to the Seller in the form of cashier's check, certified check, official bank check or wire transfer.

3. CONDITIONS PRECEDENT TO CLOSING, PERFORMANCE BY SELLER.

- (a) As a condition precedent to Closing, but not later than the expiration date of the Investigation Period, as defined in Section 4 (b) below, the Seller shall have fully performed, at its sole cost and expense, and provided Purchaser evidence of completion of the following undertakings:
- (i) The ^{improvements} Property shall be vacant of tenants and shall be free of debris. 
- (b) Seller shall warrant to Purchaser that, at the time of closing, there are no parties in possession of the Property other than Seller, and that there are no oral or written leases, options to purchase, or contracts for sale covering all or part of the Property. Seller shall further warrant that there are no parties having ownership of improvements on the Property and no parties having any interest in the Property. Seller represents and warrants that it has previously furnished to the City copies of any written leases, options for purchase, rights of first refusal, contracts for sale, estoppel letters for each Tenant, and cancellation, discharge or extinguishment of same.
- (c) In the event that any one of the foregoing conditions is not satisfied on or before the expiration date of the Inspection Period, the Purchaser shall have the right, in its sole discretion, to (i) terminate this Agreement, whereupon the Escrow Agent shall immediately deliver to Purchaser the Deposit and the parties shall be relieved of all further responsibilities and obligations hereunder, or (ii) extend the Closing Date by not more than ninety (90) days to allow the Seller to comply with the conditions precedent.

4. ENVIRONMENTAL MATTERS

(a) Definitions:

For purposes of this Agreement:

The term "Hazardous Materials" shall mean and include without limitation, any substance, which is or contains (A) any "hazardous substance" as now or hereafter defined in the Comprehensive

Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C., Section 9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (B) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C., Section 6901 et seq.); (C) any substance regulated by the Toxic Substances Control Act (15 U.S.C., Section 2601 et. Seq.); (D) gasoline, diesel fuel, or other petroleum hydrocarbons; (E) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (F) polychlorinated biphenyls; and (G) any additional substances or material which: (i) is now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements as hereinafter defined; (ii) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (iii) would constitute a trespass if it emanated or migrated from the Property.

The term "Environmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees, now or hereafter enacted, promulgated, or amended of the United States, the State of Florida, Miami-Dade County, the City of Miami, or any other political subdivision, agency or instrumentality exercising jurisdiction over the Seller or the Purchaser, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, groundwater, land or soil).

(b) Inspection Period:

Purchaser, its employees, agents, consultants and contractors shall have a period of Sixty (60) days from the Effective Date (the "Investigation Period") in which to undertake at Purchaser's expense, such physical inspections and other investigations of and concerning the Property. Said inspections may include, but are not limited to surveys, soil borings, percolation, engineering studies, environmental tests and studies and other tests as Purchaser considers necessary for Purchaser and his consultants to review and evaluate the physical characteristics of the Property and to perform certain work or inspections in connection with such evaluation (the "Environmental Inspection") after giving the Seller reasonable notice prior to each test

JSP
ext
11/21/04

performed. For the purpose of conducting the Environmental Inspection, Seller hereby grants to Purchaser and its consultants and agents or assigns, full right of entry upon the Property during the Inspection Period ~~through the closing date~~. The right of access herein granted shall be exercised and used by Purchaser, its employees, agents, representatives and contractors in such a manner as not to cause any material damage or destruction of any nature whatsoever to, or interruption of the use of the Property by the Seller, its employees, officers, agents and tenants.

(c) Inspection Indemnity, Insurance and Releases:

Notwithstanding anything contained in this Agreement to the contrary, as consideration for the Seller granting a continuing right of entry, the Purchaser hereby specifically agrees to: (i) immediately pay or cause to be removed any liens filed against the Property as a result of any actions taken by or on behalf of Purchaser in connection with the inspection of the Property; (ii) immediately repair and restore the Property to its condition existing immediately prior to the Inspection Period; and (iii) to the extent permitted, and subject to the limitations afforded governmental agencies by law, indemnify, defend and hold harmless Seller, its employees, officers and agents, from and against all claims, damages or losses incurred to the Property, or anyone on the Property as a result of the actions taken by the Purchaser, any of its employees, agents, representatives or contractors, with respect to the inspection of the Property, provided, however, Purchaser shall not be liable for the negligence or misconduct of Seller, its employees, officers and agents, or anyone employed by any of them.

Prior to Purchaser entering upon the Property for purposes of commencement of the Environmental Inspection, Purchaser shall furnish to Seller the policy or policies of insurance or certificates of insurance, protecting the Seller, during the course of such testing, against all claims for personal injury and property damage arising out of or related to the activities undertaken by the Purchaser, its agents, employees, consultants and contractors, or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, upon the Property or in connection with the Environmental Inspection. All agents or subcontractors must submit certificate of insurance to Seller prior to entering the Property.

(d) Remedies/Right of Termination:

If Purchaser discovers, during the Investigation Period, the presence of Hazardous Materials on the Property in levels or concentrations which exceed the standards set forth by DERM, the State or the Federal Government (an "Environmental Condition"), prior to the end of the Inspection Period, Purchaser shall notify Seller in writing and deliver to Seller copies of all written reports concerning such Environmental Condition (the "Environmental Notice"), together with a cost estimate prepared by Purchaser's environmental consultant setting forth the estimated cost of the remediation of the Environmental Condition (the "Cost Estimate"). The Purchaser shall have fifteen (15) business days from the date the Seller receives the Environmental Notice and the Cost Estimate to terminate this Agreement, by giving Seller written notice of its decision to do so, whereupon (i) all property data and all studies, analysis, reports and plans respecting the Property delivered by Seller to Purchaser or prepared by or on behalf of the Purchaser shall be delivered by Purchaser to the Seller; and then (ii) except as otherwise provided in this Agreement, the parties shall thereupon be relieved of any and all further responsibilities and obligations under this Agreement; and (iii) Purchaser shall be refunded the Deposit and all interest earned.

(e) Waiver and Release:

In the event that Purchaser does not elect to cancel this Agreement, Purchaser acknowledges and agrees that the sale of the Property as provided for herein is made on an "AS IS" condition and basis with all faults.

(f) Seller's Representations Regarding Lack of Knowledge of Environmental Conditions:

Seller represents and warrants to Purchaser that, to the best of Seller's knowledge but without making independent inspection or inquiry:

(i) To the best of Seller's knowledge the Property is presently free from contamination by Hazardous Materials, and the Property and the activities conducted thereon do not pose any significant hazard to human health or the environment or violate any applicable Environmental Laws. There is no evidence of any existing release of Hazardous Materials at the Property.

(ii) To the best of Seller's knowledge there has been no generation, treatment or storage of any Hazardous Materials at the Property nor any activity at the Property, which could have produced Hazardous Materials.

(iii) To the best of Seller's knowledge there are no surface impoundments, lagoons, waste piles, landfills, injection wells, underground storage areas, tanks, storage vessels, drums, containers or other man-made facilities which may have accommodated Hazardous Materials on the Property. Neither Seller nor to the Seller's knowledge any third persons have stored, placed, buried or released Hazardous Materials on the Property, including the soil, surface water and ground water.

(iv) To the best of Seller's knowledge, there has been no treatment, storage or release of any Hazardous Materials on land adjacent or near to the Property which may constitute a risk of contamination of the Property or surface or ground water flowing to the Property.

(v) To the best of Seller's knowledge, no inspection, audit, inquiry or other investigation has been or is being conducted by any governmental agency or other third person with respect to the presence or discharge of Hazardous Materials at the Property or the quality of the air, or surface or subsurface conditions at the Property. Seller has received no notice that any such inspection, audit, inquiry or investigation is pending or proposed, nor to the Seller's knowledge has any previous owner of the Property received any warning notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice alleging that Hazardous Materials have been stored or released at the Property or that conditions on the Property are in violation of any Environmental Laws.

5. TITLE EVIDENCE AND SURVEY

Within five (5) days of the Effective Date, Seller shall deliver to Purchaser such title policy(ies), title commitments, abstract of title, or other evidence of title and such survey(s) of the Property as Seller may have in its possession or of which it may have knowledge. Purchaser shall be responsible for obtaining, at its sole cost, (i) a commitment for title insurance, from a recognized title insurance company authorized to issue title insurance in the State of Florida, agreeing to insure Purchaser's title, free of all exceptions, except those that may be accepted by Purchaser, together with all corresponding title documents, and (ii) a survey of the Property showing the

Property to be free of encroachments or conditions that, in Purchaser's sole discretion, would affect its proposed use of the Property. Purchaser shall have a period equal to the Inspection Period in which to obtain and examine the survey and the title commitment and submit to the Seller its objections (the "Title Defect"). Seller shall have a period of sixty (60) calendar days after its receipt of Purchaser's notice in which to cure the Title Defect. Seller shall use good faith efforts to cure any Title Defect.

If Seller shall be unable to convey title to the Property according to provisions of this Agreement, Purchaser may: (i) elect to accept such title that Seller may be able to convey, with no reduction in Purchase Price; or (ii) terminate this Agreement, in which case the Deposit and all interest earned thereon shall be returned by Escrow Agent to Purchaser. Upon such refund, this Agreement shall be null and void and the parties hereto shall be relieved of all further obligation and liability, and neither party shall have any further claims against the other.

6. CLOSING DATE

Unless otherwise extended by other provisions of this Agreement, closing shall take place within Ninety (90) days after the Effective Date, at a mutually agreeable time (the "Closing") at the City of Miami, Department of Economic Development located at 444 SW 2 Avenue, Suite 325, Miami, Florida or at such other location within the City of Miami that the Purchaser may designate in writing by affording a notice to Seller as provided herein. The parties may, subject to mutual written agreement, establish an earlier or extend the date for Closing.

7. CLOSING DOCUMENTS

(a) Seller's Closing Documents:

At Closing, Seller shall execute and/or deliver to Purchaser the following documents, in form and substance acceptable to the Purchaser's City Attorney:

- (1) Statutory Warranty Deed;
- (2) A Closing Statement;
- (3) A Seller's Affidavit and a Non-Foreign Affidavit;
- (4) A Bill of Sale for all personal property and fixtures on the Property;
- (5) Evidence of compliance with the Conditions Precedent.
- (6) Such other documents as are necessary to fully authorize the sale of the Property and the execution of all closing documents;

(7) An affidavit reaffirming the warranties and representations set forth herein and certifying compliance with all Conditions Precedent.

(b) Purchaser's Closing Documents:

At Closing, Purchaser shall execute and deliver to Seller the following:

- (1) Closing Statement;
- (2) Such documents as are necessary to fully authorize the purchase of the Property and the execution of all closing documents;
- (3) Such other documents as are necessary to authorize the purchase of the Property and the execution of all closing documents.

(c) Other Contract Documents:

Seller acknowledges that the property is being acquired by a governmental agency and that the transaction may be subject to certain federal, state and local requirements, which include reporting and disclosure of information.

Seller agrees to comply with the public disclosure and inspection requirements under Chapter 119, Florida Statutes, disclosure of beneficial interests under Section 286.23, Florida Statutes, certification regarding conflict of interest under Chapter 112, Florida Statutes, Chapter 2 of the Miami City Code and §2-11-1 of the Miami-Dade County Code, certification regarding Public Entity Crimes under Section 287.133, Florida Statutes, and in connection therewith, Seller agrees to execute and deliver all documents required or requested by Purchaser or any other governmental authority, including, but not limited to:

- (1) Conflict of Interest and Non-Collusion Affidavit; and
- (2) Sworn Disclosure of Beneficial Interests in Seller in Seller
- (3) Seller is a partnership, limited partnership, corporation, or trust, and
- (4) Public Entity Crime Affidavit.

8. CLOSING COSTS AND ADJUSTMENTS

At Closing, the following items shall be borne, adjusted, prorated or assumed by or between Seller and Purchaser as follows:

(a) Adjustments and Prorations:

- (1) Certified/Pending Liens: Certified, confirmed and ratified governmental liens as of the Closing Date shall be paid by Seller. Pending liens as of the Closing Date shall be assumed by Purchaser.
- (2) Other Taxes, Expenses, Interest, Etc: Taxes, assessments, water and sewer charges, waste fee and fire protection charges, if applicable, shall be prorated.
- (3) Usual and Customary: Such other items that are usually and customarily pro-rated between purchasers and sellers of properties in the area where the Property is located. All prorations shall utilize the 365-day method.

(b) Closing Costs:

- (1) Each party shall be responsible for its own attorney's fees incurred in connection with the Closing.
- (2) Seller shall pay ~~all closing and~~ recording costs incurred in connection with the sale and purchase of the Property described in this Agreement, including, but not limited to:
 - (i) documentary stamps and surtax on the deed.
 - (ii) all recording charges, filing fees payable in connection with the transfer of the Property hereunder, or required in order to clear title.

9. DEFAULT

3 ANY TRAFFIC FEE OR TAX. S.P.

- (a) If this transaction does not close as a result of default by Seller, Purchaser, in addition to all other remedies available at law or in equity, shall have the right to: (i) terminate this Agreement and receive the return of the Deposit and all interest thereon; or (ii) waive any such conditions or defaults and to consummate the transactions contemplated by this Agreement in the same manner as if there had been no conditions or defaults and without any reduction in the Purchase Price and without any further claim against Seller.
- (b) If this transaction does not close as a result of default by Purchaser, Seller, as and for its sole and exclusive remedy, shall retain the Deposit and all interest earned thereon, as liquidated damages and

not as a penalty for forfeiture, actual damages being difficult or impossible to measure.

- (c) Neither party shall be entitled to exercise any remedy for a default by the other party, except failure to timely close, until (i) such party has delivered to the other notice of the default and (ii) a period of ten calendar (10) days from and after delivery of such notice has expired with the other party having failed to cure the default or diligently pursued remedy of the default.

10. RISK OF LOSS

The Seller shall have all risk of loss or damage to the Property by fire or other casualty, or acts of God, until title to the Property is transferred to Purchaser on the Closing Date.

11. DESIGNATION OF REPRESENTATIVES

Purchaser and Seller have appointed the following persons on their respective behalves to be their representatives, to wit:

On behalf of Purchaser:

City of Miami
Department of Economic
Development
Keith Carswell, Director
44 SW 2 Avenue, 3rd Floor
Miami, FL 33130
Telephone No.: (305) 416-1400
Fax (305) 416-2156

On behalf of Seller:

Ben Pumo, Bennet Pumo &
Jerry Pumo
Post Office Box 380100
Miami, Florida 33238
Telephone No.: (305) 757-1823
Fax (305) 757-7064

With a copy to:

Alejandro Vilarello, City Attorney
City of Miami
44 SW 2 Avenue, Suite 945
Miami, FL 33130

John Cosgrove, Esq.
201 West Flagler Street
Miami, Florida 33130
(305) 373-5313

12. NOTICES

All notices or other communications which may be given pursuant to this Agreement shall be in writing and shall be deemed properly served if

delivered by personal service or by certified mail addressed to Seller and Purchaser at the address indicated herein. Such notice shall be deemed given on the day on which personally served; or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier:

Purchaser:

Joe Arriola, City Manager
City of Miami
Post Office Box 330708
Miami, FL 33233-0708

Seller:

B & B Enterprises, a Florida
General Partnership
Post Office Box 380100
Miami, Florida 33238
Telephone No.: (305) 757-1823
Fax (305) 757-7064

Copies To:

City of Miami
Keith Carswell, Director
Department of Economic
Development
444 SW 2 Avenue, 3rd Floor
Miami, FL 33130

John Cosgrove, Esq.
201 West Flagler Street
Miami, Florida 33130
Telephone No.: (305) 373-5313

Alejandro Vilarello
City Attorney
444 SW 2 Avenue, Suite 945
Miami, FL 33130

13. CAPTIONS AND HEADINGS

The Section headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

14. BINDING EFFECT

This Agreement shall bind and inure to the benefit of the parties hereto and their successors in interest. Purchaser may assign or pledge this Agreement only with the prior written consent of the City Manager which consent may be withheld for any or no reason whatsoever.

15. GOVERNING LAW

This Agreement shall be governed according to the laws of the State of Florida and venue shall be in Miami-Dade County, Florida.

16. AWARD OF AGREEMENT

Seller represents and warrants that it has not employed or retained any person employed by the Purchaser to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the Purchaser any fee, commission percentage, brokerage fee, or gift for the award of this Agreement.

17. CONFLICT OF INTEREST

The Seller covenants that no person under its employ who presently exercises any functions or responsibilities in connection with purchase and sale of the Property has any personal financial interest, direct or indirect, in this Agreement, except for the interest of the Seller in the sale of the Property. The Seller is aware of the conflict of interest laws of the City of Miami (City of Miami Code Chapter 2, Article V), Dade County, Florida (Dade County Code Section 2-11-1) and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of said laws and any future amendments, as well as all other federal or state laws or regulations applicable to the transaction that is the subject matter of this Agreement.

18. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

19. WAIVERS

No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to comply. All remedies, rights, undertakings, obligations and agreement contained herein shall be cumulative and not mutually exclusive.

20. SURVIVAL OF REPRESENTATIONS/WARRANTIES

The representations and warranties contained in this Agreement shall survive the Closing and be enforceable by the respective parties until such time as extinguished by law.

21. PARTIAL INVALIDITY

In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision had not been included herein, as the case may be.

22. WAIVER OF TRIAL BY JURY

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury, waiver of right to file permissive counterclaims, or waiver of right to claim attorney's fees in respect to any litigation arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This provision is a material inducement for Purchaser and Seller entering into this Agreement.

23. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties. There are no promises, agreements, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as herein set forth. No amendment or modification of this Agreement shall be valid unless the same is in writing and signed by the City Manager on behalf of the Seller and the Purchaser.

24. TIME OF THE ESSENCE

Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party hereto. Whenever a date specified herein shall fall on a Saturday, Sunday or legal holiday, the date shall be extended to the next succeeding business day.

25. EFFECTIVE DATE/TIME OF ACCEPTANCE

The Effective Date of this Agreement shall be the date on which the last party to this Agreement executes said Agreement, the Agreement has been approved by the Miami City Commission and the Seller has been notified in writing of the approval.

Buyer HAS ²⁴ 14 days TO
ACCEPT this contract

26. AUTHORITY OF CITY MANAGER

The Resolution of the City Commission of the Purchaser shall, in addition to approving the purchase contemplated under this Agreement, empower the City Manager of the Seller to modify this Agreement in the event a modification to this Agreement becomes necessary or desirable.

27. APPROVAL BY THE MIAMI CITY COMMISSION.

This Purchase and Sale Agreement is subject, as a condition precedent, to the approval of the Miami City Commission.

28. THIRD PARTY BENEFICIARIES

Neither Seller nor the City intends to directly or indirectly benefit a third party by this Agreement. Accordingly, therefore the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against the County based upon this Agreement.

29. BROKER'S COMMISSION

The Purchase and the Seller each represent and warrant that they have dealt with no broker and Seller agrees to indemnify, hold and save harmless and defend the Purchaser, its officials and employees from any claim, demand or liability for commissions, alleged statutory or regulatory violations, breaches of contract relating to the subject matter of this Agreement, inclusive of court costs, principal, interest, made on behalf of a broker, tenant, third party beneficiary or other person or entity. Seller agrees to pay any real estate commissions claimed in this transaction.

30. ASSIGNMENT

This Agreement, or any interest therein, shall not be assigned, transferred or otherwise encumbered under any circumstances by either party without the prior written consent of the other party, which may be unreasonably refused.

PUBLIC HEARING**PH.1 04-00040 RESOLUTION**

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT ("AGREEMENT"), IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF MIAMI AND B & B ENTERPRISES, FOR THE ACQUISITION OF PROPERTY LOCATED AT 247 NORTHEAST 59TH STREET, MIAMI, FLORIDA ("PROPERTY"), AS LEGALLY DESCRIBED IN THE AGREEMENT, IN CONNECTION WITH THE DEVELOPMENT OF LITTLE HAITI PARK, FOR A TOTAL PURCHASE PRICE OF \$189,750, AND TO CONSUMMATE SAID TRANSACTION IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT; FURTHER ALLOCATING FUNDS, IN THE TOTAL AMOUNT NOT TO EXCEED \$215,950, FROM THE \$255 MILLION HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND FOR COSTS INCLUDING BUT NOT LIMITED TO SURVEYS, APPRAISALS, ENVIRONMENTAL REPORTS, TITLE INSURANCE, AND DEMOLITION.

04-00040-cover memo.pdf, 04-00040-summary of salient facts.pdf, 04-00040-valuation analysis.pdf, 04-00040-previous legislation 1.pdf, 04-00040-previous legislation 2.pdf, 04-00040-public notice memo.pdf, 04-00040-public notice .pdf, 04-00040-exhibit- purchase agreement.pdf

R-04-0068

MOVED: Johnny L. Winton

SECONDED: Angel González

UNANIMOUS

Motion that this matter be Adopted PASSED by the following vote.

AYES: Commissioner González, Winton, Sanchez, Regalado and Teele

Direction by Chairman Teele to the Administration to meet with Commissioners and head off speculators.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 1/27/04 DISTRICT: 5
NAME OF PROJECT: LITTLE HAITI PARK - Land Acquisition 6421 NE 2nd Avenue - # 91
INITIATING DEPARTMENT/DIVISION: Economic Development
INITIATING CONTACT PERSON/CONTACT NUMBER: Dirk Duval / 305.416.1458 & Madeline Valdes / 305.416.1461
C.I.P. DEPARTMENT CONTACT: Fernando Paiva
RESOLUTION NUMBER: R-04-0069 CIP/PROJECT NUMBER: 331412
ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$576,270 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$19,540,440.)
SOURCE OF FUNDS: HDNI Bonds - Little Haiti Park Land Acquisition & Development
ACCOUNT CODE(S): CIP # 331412

If grant funded, is there a City match requirement? YES NO
AMOUNT: _____ EXPIRATION DATE: _____
Are matching funds Budgeted? YES NO Account Code(s): _____
Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: Economic Development - Dirk Duval & Madeline Valdes
DESCRIPTION OF PROJECT: Said acquisition inclusive of cost of survey, appraisal, environmental report, title insurance, and demolition.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 1/15/04
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 1/27/04
Approved by Commission? YES NO N/A DATE APPROVED: 2/12/04
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
DESIGN COST: _____
CONSTRUCTION COST: _____
Is conceptual estimate within project budget? YES NO
If not, have additional funds been identified? YES NO
Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE
Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
Have additional funds been identified? YES NO
Source(s) of additional funds: _____

Time impact _____
Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: Location is on 2nd Avenue fronting Keystone parcel - City close to completing recreational component. \$18,000 over appraisal of \$520,000. There is a warehouse on property that is in good condition.

APPROVAL: *Fernando Paiva* DATE: _____
BOND OVERSIGHT BOARD

The Honorable Mayor
Members of the City Commission

Acquisition of Real Property Located at
6421 NE 2nd Ave LHP #91 in
Connection with Little Haiti Park Project

Joe Arriola
Chief Administrator

Resolution and Purchase and Sale
Agreement
February 12, 2004 City Commission

RECOMMENDATION:

It is respectfully recommended that the City Commission adopt the attached Resolution authorizing the City Manager to execute a Purchase and Sale Agreement for the acquisition of the property located at 6421 Northeast 2nd Avenue (the "Property"), Miami, Florida, as legally described in the Purchase and Sale Agreement between the City of Miami and Ben Pumo, Revocable Trust, attached hereto and made a part hereof, in connection with the development of Little Haiti Park, for a total purchase price of \$538,225 which equates to \$40/sf for the gross building area; the gross building area is based on an estimated 13.462 square feet for subject property. The Resolution further authorizes the City Manager to consummate said transaction in accordance with the terms of said Purchase and Sale Agreement; further allocating funds in the amount of \$576,270 from the \$255 million Homeland Defense/Neighborhood Improvement Bond to cover the cost of said acquisition inclusive of cost of survey, appraisal, environmental reports, title insurance, and demolition associated with said acquisition.

BACKGROUND:

On September 25, 2001 the City of Miami Commission adopted Resolution 01-1029 directing the City Manager to take all steps necessary to initiate and implement the development of a superlative park in the Little Haiti area (the "Park Project"). The boundaries for the Park Project as established by the City Commission are to be from Northeast 59th Street to Northeast 64th Terrace between Northeast 2nd Avenue and Northeast 4th Avenue.

Resolution 02-395, adopted April 11, 2002 directed the City Manager to expedite the land acquisition for the Park Project approved in the \$255 Million Dollar Homeland Defense/Neighborhood Improvement Bond Issue. The property located at 6421 Northeast 2nd Avenue is within the park boundaries and is necessary as part of the land assembly required for the Little Haiti Park Project.

An independent appraisal established Five Hundred and Twenty Thousand (\$520,000) as the fair market value for the Property. The Department of Economic Development prepared a Purchase and Sale Agreement to purchase said property for Five Hundred Thirty Eight Thousand Two Hundred Twenty Five Dollars (\$538,225), with a deposit of Fifty Thousand Dollars (\$50,000). The Purchase Price exceeds the appraised value of Five Hundred Twenty Thousand Dollars (\$520,000) by Eighteen Thousand Two Hundred Twenty Five (\$18,225).

It is a condition precedent to the validity of the Purchase and Sale Agreement and its execution by the City Manager that the City Commission of the City of Miami approve the Purchase and Sale Agreement by a greater majority of a 4/5ths vote of its members. Failing such approval the Purchase and Sale Agreement shall be automatically null and void without the necessity of further action by either party.

FINANCIAL IMPACT

There is no impact to the City's General Fund. Total acquisition cost of \$576,270 will be provided through CIP NO. 331412 entitled "Little Haiti Park Land Acquisition and Development."

..Title

A RESOLUTION, BY AN AFFIRMATIVE VOTE OF 4/5THS OF THE MEMBERS OF THE CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF THE PROPERTY LOCATED AT 6421 NORTHEAST 2ND AVENUE (THE "PROPERTY"), MIAMI, FLORIDA, AS LEGALLY DESCRIBED IN THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF MIAMI AND BEN PUMO, REVOCABLE TRUST, ATTACHED HERETO AND MADE A PART HEREOF, IN CONNECTION WITH THE DEVELOPMENT OF LITTLE HAITI PARK, FOR A TOTAL PURCHASE PRICE OF \$538,225 AND TO CONSUMMATE SAID TRANSACTION IN ACCORDANCE WITH THE TERMS OF SAID PURCHASE AND SALE AGREEMENT; FURTHER ALLOCATING FUNDS IN THE AMOUNT OF \$576,270 FROM THE \$255 MILLION HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND TO COVER THE COST OF SAID ACQUISITION INCLUSIVE OF COST OF SURVEY, APPRAISAL, ENVIRONMENTAL REPORTS, TITLE INSURANCE, AND DEMOLITION.

..Body

WHEREAS, on September 25, 2001 the City of Miami Commission adopted Resolution 01-1029 directing the City Manager to take all steps necessary to initiate and implement the development of a superlative park in the Little Haiti area (the "Park Project"); and

WHEREAS, the boundaries for the Park Project as established by the City Commission are to be from Northeast 59th Street to Northeast 64th Terrace between Northeast 2nd Avenue and Northeast 4th Avenue; and

WHEREAS, Resolution 02-395, adopted April 11, 2002 directed the City Manager to expedite the land acquisition for the Park Project approved in the \$255 Million Homeland Defense/Neighborhood Improvement Bond Issue; and

WHEREAS, the property located at 6421 Northeast 2nd Avenue is within the park boundaries and is necessary as part of the land assembly required for the Little Haiti Park Project; and

WHEREAS, an independent appraisal established Five Hundred and Twenty Thousand (\$520,000) as the fair market value for the Property; and

WHEREAS, the Department of Economic Development prepared a Purchase and Sale Agreement to purchase said property for Five Hundred Thirty Eight Thousand Two Hundred Twenty Five Dollars (\$538,225), with a deposit of Fifty Thousand Dollars (\$50,000); and

WHEREAS, the Purchase Price exceeds the appraised value of Five Hundred Twenty Thousand Dollars (\$520,000) by Eighteen Thousand Two Hundred Twenty Five (\$19,750); and

WHEREAS, it is a condition precedent to the validity of the Purchase and Sale Agreement and its execution by the City Manager that the City Commission of the City of Miami approve the Purchase and Sale Agreement by a greater majority of a 4/5ths vote of its members; and

WHEREAS, failing such approval the Purchase and Sale Agreement shall be automatically null and void without the necessity of further action by either party;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA;

Section 1. The recitals and findings contained in the Preamble to this Resolution are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

Section 2. By a four-fifths (4/5ths) affirmative vote, the City Manager is hereby authorized¹ to execute a Purchase and Sale Agreement for the acquisition of the property located at 6421 Northeast 2nd Avenue (the "Property"), Miami, Florida, as legally described in the Purchase and Sale Agreement between the City of Miami and Ben Pumo, Revocable Trust, attached hereto and made a part hereof, in connection with the development of Little Haiti Park, with a total purchase price of \$538,225 and to consummate said transaction in accordance with the terms of said Purchase and Sale Agreement; with funds in the amount of \$576,270 from the \$255 Million Homeland Defense/Neighborhood Improvement Bond hereby allocated to cover the cost of said acquisition inclusive of cost of survey, appraisal, environmental report, title insurance, and demolition.

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor².

PASSED AND ADOPTED this _____ day of _____, 2004.

Manuel A. Diaz, Mayor

ATTEST:

Priscilla A. Thompson
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Alejandro Vilarello
City Attorney

..Footnote

- _____
¹ The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.
- ² If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PART ONE

| | |
|--|--|
| Property | Commercial Building 6421 N.E. 2nd Avenue Miami, Miami-Dade County, FL 33138 |
| Census Tract Number | 20.010-2 |
| Property Tax Identification Number(s) | 01-3218-020-0120 |
| Owner of Record | Ben Pumo Trust |
| Date of the Report | October 23, 2003 |
| Effective Date of the Appraisal | October 1, 2003 |
| Land Area | 0.3730 acres; 16,250 square feet |
| Gross Building Area (GBA) | 13,462 square feet |
| Gross Leasable Area (GLA) | Not available |
| Current Occupancy | 100% |
| Year Built | 1972 |
| Zoning Designation | I. INDUSTRIAL (This Category Applies To Manufacturing, Processing, Assembly & Storage Activities. And Generally Limits Activities To Those Which Do Not Generate Excessive Noise, Illumination, Pollution, Etc.) |
| Floodplain Map Panel Number and Date | 12025C0181J; 02/02/1994 |
| Floodplain Designation | "X" - Areas outside the 500-year floodplain |
| Real Estate Taxes, Year 2002 | \$7,427 |
| Highest and Best Use as Improved | Continued Retail Use |
| Property Rights Appraised | Fee Simple Estate |
| Estimated Exposure Time and Marketing Period | 12 months; 12 months |
| Market Value Indications | |
| Cost Approach | N/A |
| Sales Comparison Approach | \$540,000 |
| Income Capitalization Approach | |
| Direct Capitalization | \$510,000 |
| Market Value Conclusion* | \$520,000 (\$39 per SF of GBA) |

*This market value conclusion is subject to any extraordinary assumptions and hypothetical conditions set forth in this report.

SALES COMPARISON APPROACH

To develop an opinion of overall property value by the sales comparison approach, we analyzed four sales on a price per square foot of gross building area basis. The sales occurred within the 11:30 - 12:30 time period and reflect a range of unadjusted unit prices of \$57.65 to \$64.10 per square foot. They are summarized as follows:

| SUMMARY OF COMPARABLE IMPROVED SALES | | | | | |
|--------------------------------------|--|-----------|------------|-----------|-----------------|
| No. | Name/Address | Sale Date | Year Built | SF of GBA | Price/SF of GBA |
| 1 | Retail Market 1 NW 62nd Avenue Miami, Miami-Dade, FL <i>Comments: Located at NWC of major, signalled intersection. Retail market with</i> | 12/02 | 1937 | 4,720 | \$63.56 |
| 2 | Retail Storefront 717 NE 79 Street Miami, Miami-Dade, FL <i>Comments: Newer Retail Strip stores east of Biscayne Blvd., just north of Oleta</i> | 1/01 | 1973 | 5,460 | \$64.10 |
| 3 | Retail Building 5555 NE 2 Avenue Miami, Miami-Dade, FL <i>Comments: SEC of NW 2nd Ave. NE 56 St. Currently used as cafeteria.</i> | 9/00 | 1957 | 2,535 | \$63.12 |
| 4 | Retail Storefront 5910 NE 2 Avenue Miami, Miami-Dade, FL <i>Comments: 1-Story, 3-Store. Interior Retail Strip with high ceilings.</i> | 1/00 | 1937 | 2,862 | \$57.65 |
| SUBJECT | | | 1972 | 13,462 | |

The subject represents a one-story, multi-tenant building of approximately 13,462 gross square feet. It is located on an interior, square parcel at the northern end of the commercial retail area on N.E. 2nd Avenue, a north-south commercial artery. The improvements were built in 1972, are of average quality/condition, and although of an industrial style, are being utilized in smaller, retail style units. Parking is on-street and ceiling heights appear to be approximately 14± feet.

No adjustments were required for property rights, financing, or conditions of sale. In addition, no significant appreciation has been noted in the recent past; therefore, no time-market adjustments were deemed necessary.

Comparable Sale No. 1 represents the sale of a retail building of approximately 4,720 gross square feet and situated on the northwest corner of N.W. 62nd Street and North Miami Avenue, a highly trafficked, 4-lane, signalled intersection. The improvements were constructed in 1937, appear of average condition/quality, and include four (4) rooftop billboard signs. A significant downward adjustment was applied for locational characteristics to reflect the property's superior access and visibility traits, and a moderate downward adjustment was applied to reflect the building's smaller size.

J-01-828
09/25/01

RESOLUTION NO. 01-1029

A RESOLUTION OF THE MIAMI CITY COMMISSION DIRECTING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO INITIATE AND IMPLEMENT THE DEVELOPMENT OF A FIRST-CLASS PARK IN THE LITTLE HAITI AREA FROM NORTHEAST 59TH TO NORTHEAST 67TH STREETS BETWEEN NORTHEAST 2ND AVENUE AND THE RAILROAD TRACKS, MIAMI, FLORIDA; FURTHER DIRECTING THE CITY MANAGER TO INSTRUCT (1) THE DEPARTMENT OF PUBLIC WORKS TO CONDUCT ENVIRONMENTAL STUDIES, (2) THE LITTLE HAITI NET OFFICE TO PERFORM A DETAILED NEIGHBORHOOD AND USE ASSESSMENT (RESIDENTIAL, COMMERCIAL AND OFFICE), AND (3) THE DEPARTMENT OF PLANNING AND ZONING TO INITIATE THE LAND DESIGNATION AND ZONING PROCEEDINGS NECESSARY TO ACCOMPLISH THIS OBJECTIVE.

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The City Manager is directed to take all steps necessary to initiate and implement the development of a first-class park in the Little Haiti area from Northeast 59th to Northeast 67th Streets, between Northeast 2nd Avenue and the railroad tracks, Miami, Florida.

Section 2. The City Manager is further directed to instruct (1) the Department of Public Works to conduct

CITY COMMISSION
MEETING OF

SEP 25 2001
Resolution No.

01-1029

environmental studies, (2) the Little Haiti Net Office to perform a detailed neighborhood and use assessment (residential, commercial and office), and (3) the Department of Planning and Zoning to initiate the land designation and zoning proceedings necessary to accomplish this objective.

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.^{1/}

PASSED AND ADOPTED this 25th day of September, 2001.

JOE CAROLLO, MAYOR

In accordance with Miami Code Sec. 2-63, since the Mayor did not indicate approval of this legislation by signing it in the designated place provided, said legislation now becomes effective with the elapse of ten (10) days from the date of Commission action regarding same, without the Mayor exercising a veto.

Sylvia Scheider
for: Walter J. Foeman, City Clerk

ATTEST:

WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS: *e*

Joel S. M. / 10/24

ALEJANDRO VILARELLO
CITY ATTORNEY

W5670:smg:BSS

^{1/} If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

RESOLUTION NO. 02-395

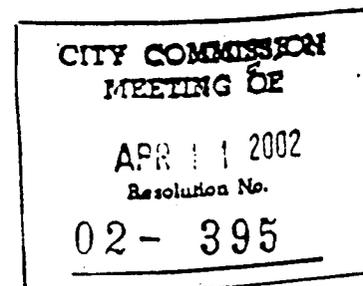
A RESOLUTION OF THE MIAMI CITY COMMISSION DIRECTING THE CITY MANAGER TO EXPEDITE THE LAND ACQUISITION PROCESS FOR PROJECTS APPROVED IN THE \$255 MILLION HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND ISSUE; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, WITH LAND ACQUISITION SPECIALISTS, AS APPLICABLE.

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The City Manager is directed to expedite the land acquisition process for projects approved in the \$255 million Homeland Defense/Neighborhood Improvement bond issue.

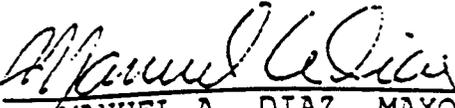
Section 2. The City Manager is authorized^{1/} to negotiate and execute agreements, in a form acceptable to the City Attorney, with land acquisition specialists, as applicable.

^{1/} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.



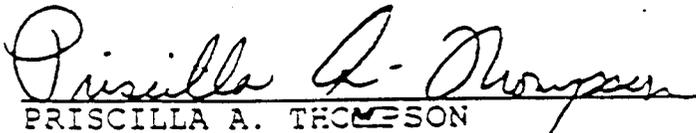
Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.^{2/}

PASSED AND ADOPTED this 11th day of April, 2002.



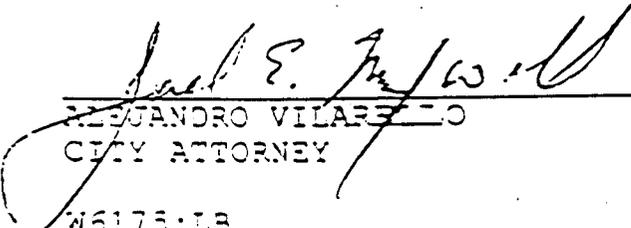
MANUEL A. DIAZ, MAYOR

ATTEST:



PRISCILLA A. THOMPSON
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS: 



ALEJANDRO VILAREJO
CITY ATTORNEY

W6175:LB

^{2/} If the Mayor does not sign this Resolution, it shall become effective at the end of ~~ten~~ calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately ~~upon~~ override of the veto by the City Commission.

PURCHASE AND SALE AGREEMENT

*This original
to City of
Miami!*

THIS PURCHASE AND SALE AGREEMENT, (the "Agreement") and entered into this 26 day of JANUARY, 2014, by and between Ben Revocable Trust with offices at Post Office Box 380100, Miami, Florida 33238 (the "Seller") and the City of Miami, a municipal corporation of the State of Florida, with offices at 444 SW 2 Avenue, Miami, Florida 33130-1910 (the "Purchaser"). The Parties hereby agree that Seller shall sell and Purchaser shall buy the following property upon the following terms and conditions:

1. DESCRIPTION OF PROPERTY/PURPOSE OF ACQUISITION

(a) Legal Description:

Tract J, of Reid Acres, according to the Plat thereof, recorded in Plat Book 50, at Page 84, of the Public Records of Dade County, Florida.

Containing 16,250 square feet, more or less.

(b) Street Address:

6421 NE 2nd Avenue, Miami, Florida

2. PURCHASE PRICE

The Purchaser agrees to pay and the Seller agrees to accept for the Property the sum of Five Hundred Thirty-Eight Thousand Two Hundred Twenty-Five Dollars (\$538,225) (the "Purchase Price"). The Purchase Price, as it may be adjusted, will be payable as follows:

(a) Deposit: Within forty-five (45) days of the Effective Date as defined herein, the Purchaser shall pay to John Cosgrove (the "Escrow Agent") Fifty Thousand Dollars (\$50,000) as a deposit (the "Deposit"). The Deposit shall be held by the Escrow Agent in an interest bearing account, with interest accruing to Purchaser, unless the Deposit is disbursed to the Seller upon Purchaser's default. At Closing, the Deposit and all interest earned thereon, shall be delivered by the Escrow Agent to the Seller and credited against the Purchase Price. The Deposit is non-refundable except in the event Purchaser terminates this Agreement as provided herein.

(b) Closing Payment: At Closing, the Deposit, plus the balance of the Purchase Price, adjusted by adjustments, credits, prorations, or as otherwise provided in this Agreement, shall be paid by the Purchaser

to the Seller in the form of cashier's check, certified check, official bank check or wire transfer.

3. CONDITIONS PRECEDENT TO CLOSING, PERFORMANCE BY SELLER.

- (a) As a condition precedent to Closing, but not later than the expiration date of the Investigation Period, as defined in Section 4 (b) below, the Seller shall have fully performed, at its sole cost and expense, and provided Purchaser evidence of completion of the following undertaking:
- (i) ^{improvements} The Property shall be vacant of tenants and shall be free of debris.
- (b) Seller shall warrant to Purchaser that, at the time of closing, there are no parties in possession of the Property other than Seller, and that there are no oral or written leases, options to purchase, or contracts for sale covering all or part of the Property. Seller shall further warrant that there are no parties having ownership of improvements on the Property and no parties having any interest in the Property. Seller represents and warrants that it has previously furnished to the City copies of any written leases, options for purchase, rights of first refusal, contracts for sale, estoppel letters for each Tenant, and cancellation, discharge or extinguishment of same.
- (c) In the event that any one of the foregoing conditions is not satisfied on or before the expiration date of the Inspection Period, the Purchaser shall have the right, in its sole discretion, to (i) terminate this Agreement, whereupon the Escrow Agent shall immediately deliver to Purchaser the Deposit and the parties shall be relieved of all further responsibilities and obligations hereunder, or (ii) extend the Closing Date by not more than sixty (60) days to allow the Seller to comply with the conditions precedent.

4. ENVIRONMENTAL MATTERS

(a) Definitions:

For purposes of this Agreement:

The term "Hazardous Materials" shall mean and include without limitation, any substance, which is or contains (A) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C., Section 9601 et seq.) ("CERCLA") or any

regulations promulgated under or pursuant to CERCLA; (B) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C., Section 6901 et seq.); (C) any substance regulated by the Toxic Substances Control Act (15 U.S.C., Section 2601 et. Seq.); (D) gasoline, diesel fuel, or other petroleum hydrocarbons; (E) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (F) polychlorinated biphenyls; and (G) any additional substances or material which: (i) is now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements as hereinafter defined; (ii) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (iii) would constitute a trespass if it emanated or migrated from the Property.

The term "Environmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees, now or hereafter enacted, promulgated, or amended of the United States, the State of Florida, Miami-Dade County, the City of Miami, or any other political subdivision, agency or instrumentality exercising jurisdiction over the Seller or the Purchaser, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, groundwater, land or soil).

(b) Inspection Period:

Purchaser, its employees, agents, consultants and contractors shall have a period of Sixty (60) days from the Effective Date (the "Investigation Period") in which to undertake at Purchaser's expense, such physical inspections and other investigations of and concerning the Property. Said inspections may include, but are not limited to surveys, soil borings, percolation, engineering studies, environmental tests and studies and other tests as Purchaser considers necessary for Purchaser and his consultants to review and evaluate the physical characteristics of the Property and to perform certain work or inspections in connection with such evaluation (the "Environmental Inspection") after giving the Seller reasonable notice prior to each test performed. For the purpose of conducting the Environmental Inspection, Seller hereby grants to Purchaser and its consultants and

out
12/21/04

agents or assigns, full right of entry upon the Property during the Inspection Period ~~through the closing date~~. The right of access herein granted shall be exercised and used by Purchaser, its employees, agents, representatives and contractors in such a manner as not to cause any material damage or destruction of any nature whatsoever to, or interruption of the use of the Property by the Seller, its employees, officers, agents and tenants.

(c) Inspection Indemnity, Insurance and Releases:

Notwithstanding anything contained in this Agreement to the contrary, as consideration for the Seller granting a continuing right of entry, the Purchaser hereby specifically agrees to: (i) immediately pay or cause to be removed any liens filed against the Property as a result of any actions taken by or on behalf of Purchaser in connection with the inspection of the Property; (ii) immediately repair and restore the Property to its condition existing immediately prior to the Inspection Period; and (iii) to the extent permitted, and subject to the limitations afforded governmental agencies by law, indemnify, defend and hold harmless Seller, its employees, officers and agents, from and against all claims, damages or losses incurred to the Property, or anyone on the Property as a result of the actions taken by the Purchaser, any of its employees, agents, representatives or contractors, with respect to the inspection of the Property, provided, however, Purchaser shall not be liable for the negligence or misconduct of Seller, its employees, officers and agents, or anyone employed by any of them.

Prior to Purchaser entering upon the Property for purposes of commencement of the Environmental Inspection, Purchaser shall furnish to Seller the policy or policies of insurance or certificates of insurance, protecting the Seller, during the course of such testing, against all claims for personal injury and property damage arising out of or related to the activities undertaken by the Purchaser, its agents, employees, consultants and contractors, or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, upon the Property or in connection with the Environmental Inspection. All agents or subcontractors must submit certificate of insurance to Seller prior to entering the Property.

(d) Remedies/Right of Termination:

If Purchaser discovers, during the Investigation Period, the presence of Hazardous Materials on the Property in levels or concentrations which exceed the standards set forth by DERM, the State or the

Federal Government (an "Environmental Condition"), prior to the end of the Inspection Period, Purchaser shall notify Seller in writing and deliver to Seller copies of all written reports concerning such Environmental Condition (the "Environmental Notice"), together with a cost estimate prepared by Purchaser's environmental consultant setting forth the estimated cost of the remediation of the Environmental Condition (the "Cost Estimate"). The Purchaser shall have fifteen (15) business days from the date the Seller receives the Environmental Notice and the Cost Estimate to terminate this Agreement, by giving Seller written notice of its decision to do so, whereupon (i) all property data and all studies, analysis, reports and plans respecting the Property delivered by Seller to Purchaser or prepared by or on behalf of the Purchaser shall be delivered by Purchaser to the Seller; and then (ii) except as otherwise provided in this Agreement, the parties shall thereupon be relieved of any and all further responsibilities and obligations under this Agreement; and (iii) Purchaser shall be refunded the Deposit and all interest earned.

(e) Waiver and Release:

In the event that Purchaser does not elect to cancel this Agreement, Purchaser acknowledges and agrees that the sale of the Property as provided for herein is made on an "AS IS" condition and basis with all faults.

(f) Seller's Representations Regarding Lack of Knowledge of Environmental Conditions:

Seller represents and warrants to Purchaser that, to the best of Seller's knowledge but without making independent inspection or inquiry:

(i) To the best of Seller's knowledge the Property is presently free from contamination by Hazardous Materials, and the Property and the activities conducted thereon do not pose any significant hazard to human health or the environment or violate any applicable Environmental Laws. There is no evidence of any existing release of Hazardous Materials at the Property.

(ii) To the best of Seller's knowledge there has been no generation, treatment or storage of any Hazardous Materials at the Property nor any activity at the Property, which could have produced Hazardous Materials.

(iii) To the best of Seller's knowledge there are no surface impoundments, lagoons, waste piles, landfills, injection wells, underground storage areas, tanks, storage vessels, drums, containers or other man-made facilities which may have accommodated Hazardous Materials on the Property. Neither Seller nor to the Seller's knowledge any third persons have stored, placed, buried or released Hazardous Materials on the Property, including the soil, surface water and ground water.

(iv) To the best of Seller's knowledge, there has been no treatment, storage or release of any Hazardous Materials on land adjacent or near to the Property which may constitute a risk of contamination of the Property or surface or ground water flowing to the Property.

(v) To the best of Seller's knowledge, no inspection, audit, inquiry or other investigation has been or is being conducted by any governmental agency or other third person with respect to the presence or discharge of Hazardous Materials at the Property or the quality of the air, or surface or subsurface conditions at the Property. Seller has received no notice that any such inspection, audit, inquiry or investigation is pending or proposed, nor to the Seller's knowledge has any previous owner of the Property received any warning notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice alleging that Hazardous Materials have been stored or released at the Property or that conditions on the Property are in violation of any Environmental Laws.

5. TITLE EVIDENCE AND SURVEY

Within five (5) days of the Effective Date, Seller shall deliver to Purchaser such title policy(ies), title commitments, abstract of title, or other evidence of title and such survey(s) of the Property as Seller may have in its possession or of which it may have knowledge. Purchaser shall be responsible for obtaining, at its sole cost, (i) a commitment for title insurance, from a recognized title insurance company authorized to issue title insurance in the State of Florida, agreeing to insure Purchaser's title, free of all exceptions, except those that may be accepted by Purchaser, together with all corresponding title documents, and (ii) a survey of the Property showing the Property to be free of encroachments or conditions that, in Purchaser's sole discretion, would affect its proposed use of the Property. Purchaser shall have a period equal to the Inspection Period in which to obtain and examine the survey and the title commitment and submit to the Seller its objections (the "Title Defect"). Seller shall have a period of sixty (60) calendar days

after its receipt of Purchaser's notice in which to cure the Title Defect. Seller shall use good faith efforts to cure any Title Defect.

If Seller shall be unable to convey title to the Property according to provisions of this Agreement, Purchaser may: (i) elect to accept such title that Seller may be able to convey, with no reduction in Purchase Price; or (ii) terminate this Agreement, in which case the Deposit and all interest earned thereon shall be returned by Escrow Agent to Purchaser. Upon such refund, this Agreement shall be null and void and the parties hereto shall be relieved of all further obligation and liability, and neither party shall have any further claims against the other.

6. CLOSING DATE

Unless otherwise extended by other provisions of this Agreement, closing shall take place within Ninety (90) days after the Effective Date, at a mutually agreeable time (the "Closing") at the City of Miami, Department of Economic Development located at 444 SW 2 Avenue, Suite 325, Miami, Florida or at such other location within the City of Miami that the Purchaser may designate in writing by affording a notice to Seller as provided herein. The parties may, subject to mutual written agreement, establish an earlier or extend the date for Closing.

7. CLOSING DOCUMENTS

(a) Seller's Closing Documents:

At Closing, Seller shall execute and/or deliver to Purchaser the following documents, in form and substance acceptable to the Purchaser's City Attorney:

- (1) Statutory Warranty Deed;
- (2) A Closing Statement;
- (3) A Seller's Affidavit and a Non-Foreign Affidavit;
- (4) A Bill of Sale for all personal property and fixtures on the Property;
- (5) Evidence of compliance with the Conditions Precedent.
- (6) Such other documents as are necessary to fully authorize the sale of the Property and the execution of all closing documents;
- (7) An affidavit reaffirming the warranties and representations set forth herein and certifying compliance with all Conditions Precedent.

(b) Purchaser's Closing Documents:

At Closing, Purchaser shall execute and deliver to Seller the following:

- (1) Closing Statement;
- (2) Such documents as are necessary to fully authorize the purchase of the Property and the execution of all closing documents;
- (3) Such other documents as are necessary to authorize the purchase of the Property and the execution of all closing documents.

(c) Other Contract Documents:

Seller acknowledges that the property is being acquired by a governmental agency and that the transaction may be subject to certain federal, state and local requirements, which include reporting and disclosure of information.

Seller agrees to comply with the public disclosure and inspection requirements under Chapter 119, Florida Statutes, disclosure of beneficial interests under Section 286.23, Florida Statutes, certification regarding conflict of interest under Chapter 112, Florida Statutes, Chapter 2 of the Miami City Code and §2-11-1 of the Miami-Dade County Code, certification regarding Public Entity Crimes under Section 287.133, Florida Statutes, and in connection therewith, Seller agrees to execute and deliver all documents required or requested by Purchaser or any other governmental authority, including , but not limited to :

- (1) Conflict of Interest and Non-Collusion Affidavit; and
- (2) Sworn Disclosure of Beneficial Interests in Seller in Seller
- (3) Seller is a partnership, limited partnership, corporation, or trust, and
- (4) Public Entity Crime Affidavit.

8. CLOSING COSTS AND ADJUSTMENTS

At Closing, the following items shall be borne, adjusted, prorated or assumed by or between Seller and Purchaser as follows:

(a) Adjustments and Prorations:

- (1) Certified/Pending Liens: Certified, confirmed and ratified governmental liens as of the Closing Date shall be paid by Seller. Pending liens as of the Closing Date shall be assumed by Purchaser.
- (2) Other Taxes, Expenses, Interest, Etc: Taxes, assessments, water and sewer charges, waste fee and fire protection charges, if applicable, shall be prorated.
- (3) Usual and Customary: Such other items that are usually and customarily pro-rated between purchasers and sellers of properties in the area where the Property is located. All pro-rations shall utilize the 365-day method.

(b) Closing Costs:

- (1) Each party shall be responsible for its own attorney's fees incurred in connection with the Closing.
- (2) Seller shall pay ~~all closing and~~ recording costs incurred in connection with the sale and purchase of the Property described in this Agreement, including, but not limited to:
 - (i) documentary stamps and surtax on the deed.
 - (ii) all recording charges, filing fees payable in connection with the transfer of the Property hereunder, or required in order to clear title.

9. DEFAULT

NO TRANSFER FEES OR TAX BP

- (a) If this transaction does not close as a result of default by Seller, Purchaser, in addition to all other remedies available at law or in equity, shall have the right to: (i) terminate this Agreement and receive the return of the Deposit and all interest thereon; or (ii) waive any such conditions or defaults and to consummate the transactions contemplated by this Agreement in the same manner as if there had been no conditions or defaults and without any reduction in the Purchase Price and without any further claim against Seller.
- (b) If this transaction does not close as a result of default by Purchaser, Seller, as and for its sole and exclusive remedy, shall retain the Deposit and all interest earned thereon, as liquidated damages and not as a penalty for forfeiture, actual damages being difficult or impossible to measure.

- (c) Neither party shall be entitled to exercise any remedy for a default by the other party, except failure to timely close, until (i) such party has delivered to the other notice of the default and (ii) a period of ten calendar (10) days from and after delivery of such notice has expired with the other party having failed to cure the default or diligently pursued remedy of the default.

10. RISK OF LOSS

The Seller shall have all risk of loss or damage to the Property by fire or other casualty, or acts of God, until title to the Property is transferred to Purchaser on the Closing Date.

11. DESIGNATION OF REPRESENTATIVES

Purchaser and Seller have appointed the following persons on their respective behalves to be their representatives, to wit:

On behalf of Purchaser:

City of Miami
Department of Economic
Development
Keith Carswell, Director
444 SW 2 Avenue, 3rd Floor
Miami, FL 33130
Telephone No.: (305) 416-1400
Fax (305) 416-2156

On behalf of Seller:

Ben Pumo, Bennet Pumo
Post Office Box 380100
Miami, Florida 33238
Telephone No.: (305) 757-1823
Fax (305) 757-7064

With a copy to:

Alejandro Vilarello, City Attorney
City of Miami
444 SW 2 Avenue, Suite 945
Miami, FL 33130

John Cosgrove, Esq.
201 West Flagler Street
Miami, Florida 33130
(305) 373-5313

12. NOTICES

All notices or other communications which may be given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered by personal service or by certified mail addressed to Seller and Purchaser at the address indicated herein. Such notice shall be deemed given on the day on which personally served; or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier:

Purchaser:

Joe Arriola, City Manager
City of Miami
Post Office Box 330708
Miami, FL 33233-0708

Seller:

Ben Pumo, Trustees
Post Office Box 380100
Miami, Florida 33238
Telephone No.: (305) 757-1823
Fax (305) 757-7064

Copies To:

City of Miami
Keith Carswell, Director
Department of Economic
Development
444 SW 2 Avenue, 3rd Floor
Miami, FL 33130

John Cosgrove, Esq.
201 West Flagler Street
Miami, Florida 33130
Telephone No.: (305) 373-5313

Alejandro Vilarello
City Attorney
444 SW 2 Avenue, Suite 945
Miami, FL 33130

13. CAPTIONS AND HEADINGS

The Section headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

14. BINDING EFFECT

This Agreement shall bind and inure to the benefit of the parties hereto and their successors in interest. Purchaser may assign or pledge this Agreement only with the prior written consent of the City Manager which consent may be withheld for any or no reason whatsoever.

15. GOVERNING LAW

This Agreement shall be governed according to the laws of the State of Florida and venue shall be in Miami Dade County, Florida.

16. AWARD OF AGREEMENT

Seller represents and warrants that it has not employed or retained any person employed by the Purchaser to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the Purchaser any fee, commission percentage, brokerage fee, or gift for the award of this Agreement.

17. CONFLICT OF INTEREST

The Seller covenants that no person under its employ who presently exercises any functions or responsibilities in connection with purchase and sale of the Property has any personal financial interest, direct or indirect, in this Agreement, except for the interest of the Seller in the sale of the Property. The Seller is aware of the conflict of interest laws of the City of Miami (City of Miami Code Chapter 2, Article V), Dade County, Florida (Dade County Code Section 2-11-1) and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of said laws and any future amendments, as well as all other federal or state laws or regulations applicable to the transaction that is the subject matter of this Agreement.

18. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

19. WAIVERS

No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to comply. All remedies, rights, undertakings, obligations and agreement contained herein shall be cumulative and not mutually exclusive.

20. SURVIVAL OF REPRESENTATIONS/WARRANTIES

The representations and warranties contained in this Agreement shall survive the Closing and be enforceable by the respective parties until such time as extinguished by law.

21. PARTIAL INVALIDITY

In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision had not been included herein, as the case may be.

22. WAIVER OF TRIAL BY JURY

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury, waiver of right to file permissive counterclaims, or waiver of right to claim attorney's fees in respect to any litigation arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This provision is a material inducement for Purchaser and Seller entering into this Agreement.

23. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties. There are no promises, agreements, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as herein set forth. No amendment or modification of this Agreement shall be valid unless the same is in writing and signed by the City Manager on behalf of the Seller and the Purchaser.

24. TIME OF THE ESSENCE

Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party hereto. Whenever a date specified herein shall fall on a Saturday, Sunday or legal holiday, the date shall be extended to the next succeeding business day.

25. EFFECTIVE DATE/TIME OF ACCEPTANCE

- Buyer has 34 days to accept contract

The Effective Date of this Agreement shall be the date on which the last party to this Agreement executes said Agreement, the Agreement has been approved by the Miami City Commission and the Seller has been notified in writing of the approval.

26. AUTHORITY OF CITY MANAGER

The Resolution of the City Commission of the Purchaser shall, in addition to approving the purchase contemplated under this Agreement, empower the

City Manager of the Seller to modify this Agreement in the event a modification to this Agreement becomes necessary or desirable.

27. APPROVAL BY THE MIAMI CITY COMMISSION.

This Purchase and Sale Agreement is subject, as a condition precedent, to the approval of the Miami City Commission.

28. THIRD PARTY BENEFICIARIES

Neither Seller nor the City intends to directly or indirectly benefit a third party by this Agreement. Accordingly, therefore the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against the County based upon this Agreement.

29. BROKER'S COMMISSION

The Purchase and the Seller each represent and warrant that they have dealt with no broker and Seller agrees to indemnify, hold and save harmless and defend the Purchaser, its officials and employees from any claim, demand or liability for commissions, alleged statutory or regulatory violations, breaches of contract relating to the subject matter of this Agreement, inclusive of court costs, principal, interest, made on behalf of a broker, tenant, third party beneficiary or other person or entity. Seller agrees to pay any real estate commissions claimed in this transaction.

30. ASSIGNMENT

This Agreement, or any interest therein, shall not be assigned, transferred or otherwise encumbered under any circumstances by either party without the prior written consent of the other party, which may be unreasonably refused.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the day and year first above written.

ATTEST:

"SELLER"

Ben Pumo, Trustee

By: Ben Pumo
Print Name: Ben Pumo
Title: President

"BUYER"

THE CITY OF MIAMI, A municipal corporation of the State of Florida

Attest:

Priscilla Thompson, City Clerk

By: Joe Arriola, City Manager

Approved as to Form and Correctness

Approved as to Insurance Requirements

Alejandro Vilarello, City Attorney

Dania F. Carrillo, Risk Management Administrator

KAC:mv:Purchase&SaleAgreement#91.doc

PH.2 04-00041 **RESOLUTION**

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF MIAMI AND BEN PUMO, REVOCABLE TRUST, ATTACHED AND INCORPORATED, FOR THE ACQUISITION OF PROPERTY LOCATED AT 6421 NORTHEAST 2ND AVENUE, MIAMI, FLORIDA, ("PROPERTY"), AS LEGALLY DESCRIBED IN THE AGREEMENT, IN CONNECTION WITH THE DEVELOPMENT OF LITTLE HAITI PARK, FOR A TOTAL PURCHASE PRICE OF \$538,225 AND TO CONSUMMATE SAID TRANSACTION IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT; ALLOCATING FUNDS, AT A TOTAL AMOUNT NOT TO EXCEED \$576,270, FROM THE \$255 MILLION

HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND FOR COSTS INCLUDING BUT NOT LIMITED TO SURVEYS, APPRAISALS, ENVIRONMENTAL REPORTS, TITLE INSURANCE, AND DEMOLITION.

04-00041-cover memo.pdf, 04-00041-summ. of salient facts.pdf, 04-00041-sales comparison approach.pdf, 04-00041-previous legislation 1.pdf, 04-00041-previous legislation 2.pdf, 04-00041-public notice memo.pdf, 04-00041-public notice .pdf, 04-00041-exhibit-purchase and sale agree..pdf

R-04-0069

MOVED: Johnny L. Winton

SECONDED: Angel González

UNANIMOUS

Motion that this matter be Adopted **PASSED** by the following vote.

AYES: Commissioner González, Winton, Sanchez, Regalado and Teele

Direction to the City Manager: by Chairman Teele to meet with each Commissioner before making any recommendations regarding land acquisition for the proposed Little Haiti Park and to bring along the study done by the consulting firm Post, Buckley related to this; Chairman Teele further urged the Manager and Administration to meet with the media on this issue.

ORDINANCES - SECOND READING

SR.1 04-00001

ORDINANCE

Second Reading

AN ORDINANCE OF THE MIAMI CITY COMMISSION AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT FROM THE MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS AND THE CULTURAL AFFAIRS COUNCIL FOR PROMOTIONAL MATERIALS FOR THE ICHIMURA MIAMI-JAPAN GARDEN ON WATSON ISLAND, IN THE AMOUNT OF \$2,080; AUTHORIZING THE APPROPRIATION OF SAID GRANT FUNDS INTO DEPARTMENTAL REVENUE PROJECT NO. 050101 .143; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENT(S), IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, TO IMPLEMENT ACCEPTANCE OF SAID GRANT.

04-00001- cover memo.pdf

12484

MOVED: Johnny L. Winton

SECONDED: Joe Sanchez

UNANIMOUS

Motion that this matter be Adopted **PASSED** by the following vote.

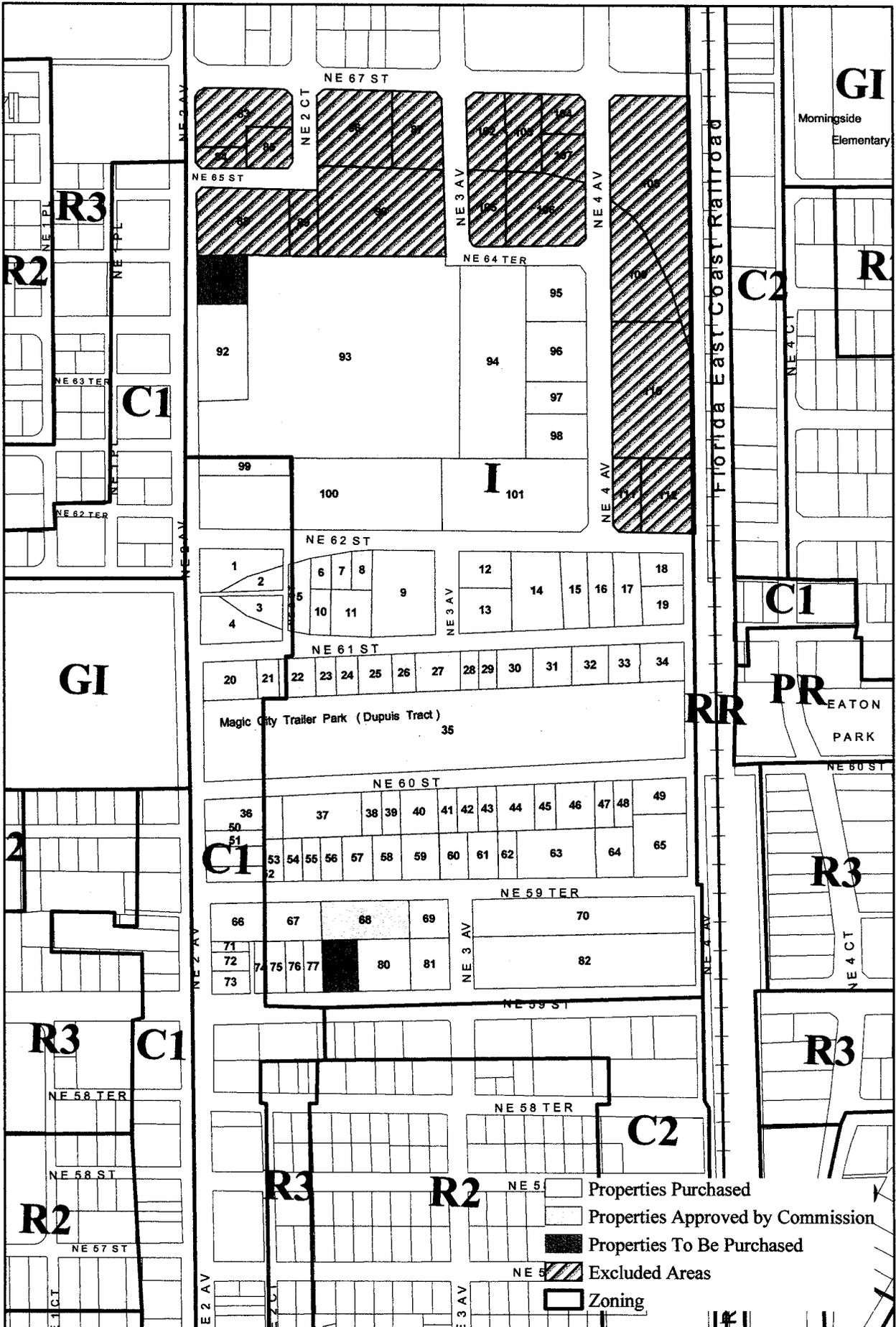
AYES: Commissioner González, Winton, Sanchez, Regalado and Teele

SR.2 04-00020

ORDINANCE

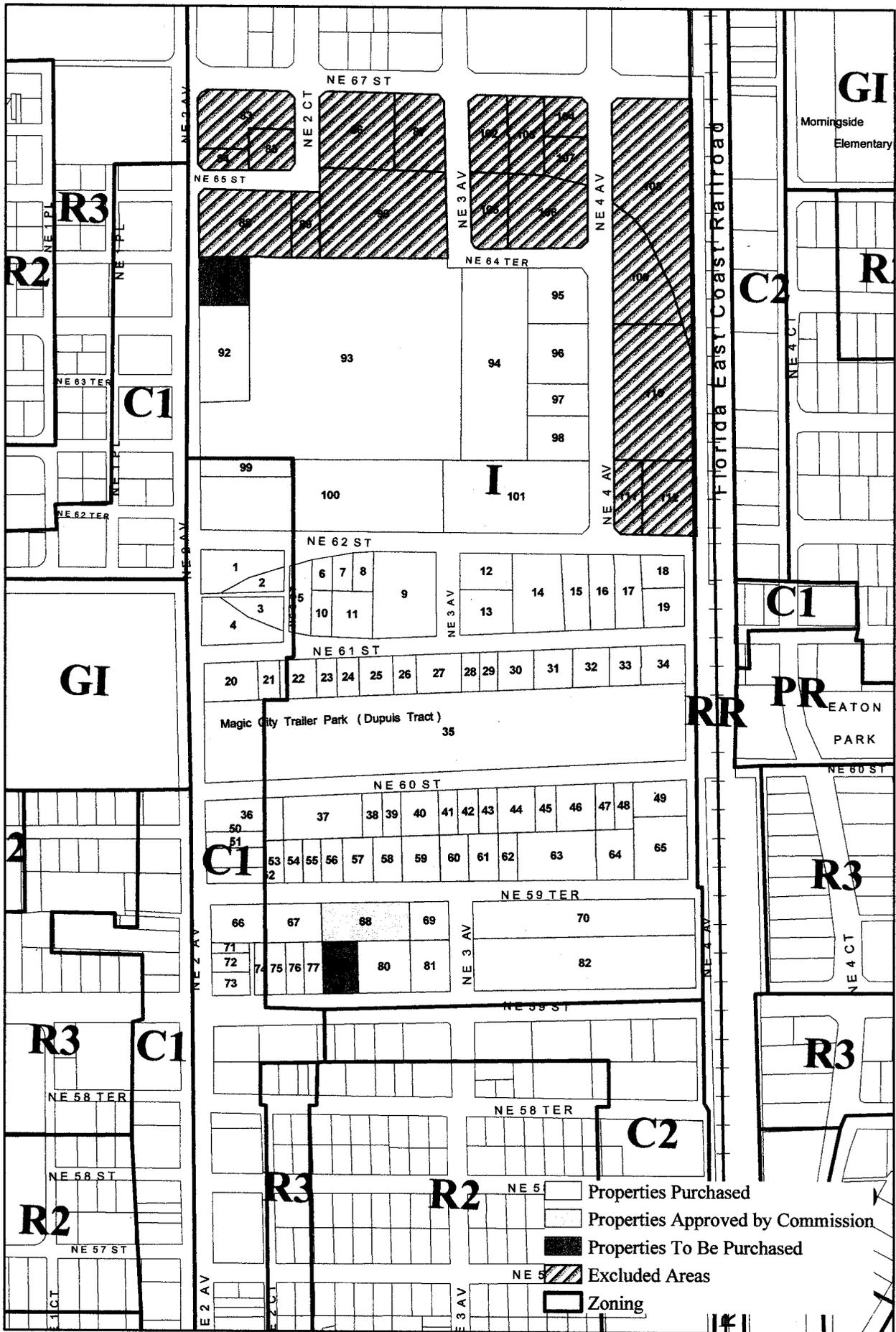
Second Reading

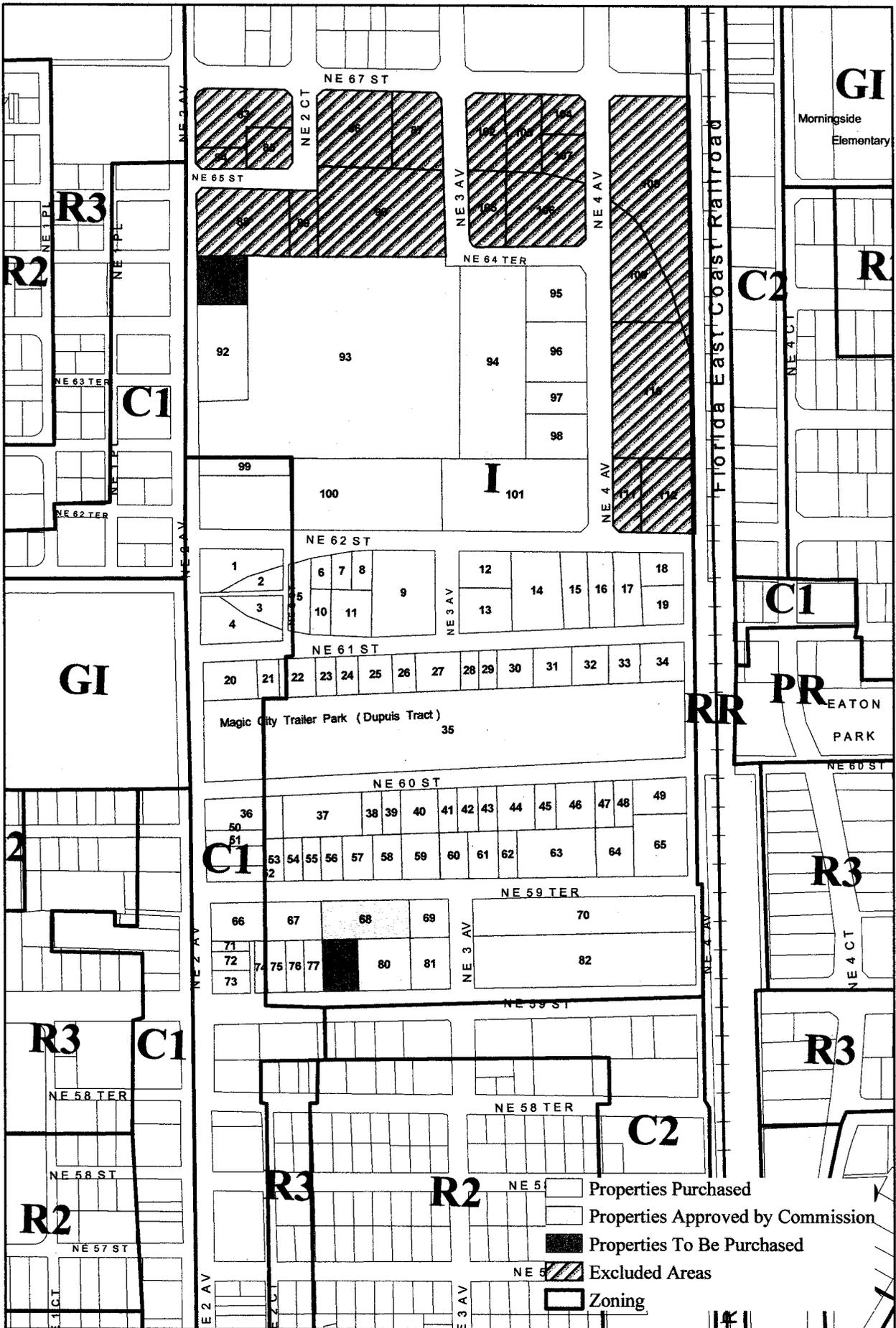
AN ORDINANCE OF THE MIAMI CITY COMMISSION ESTABLISHING A NEW SPECIAL REVENUE FUND ENTITLED: "FY'2004 MIAMI-DADE



City of Miami

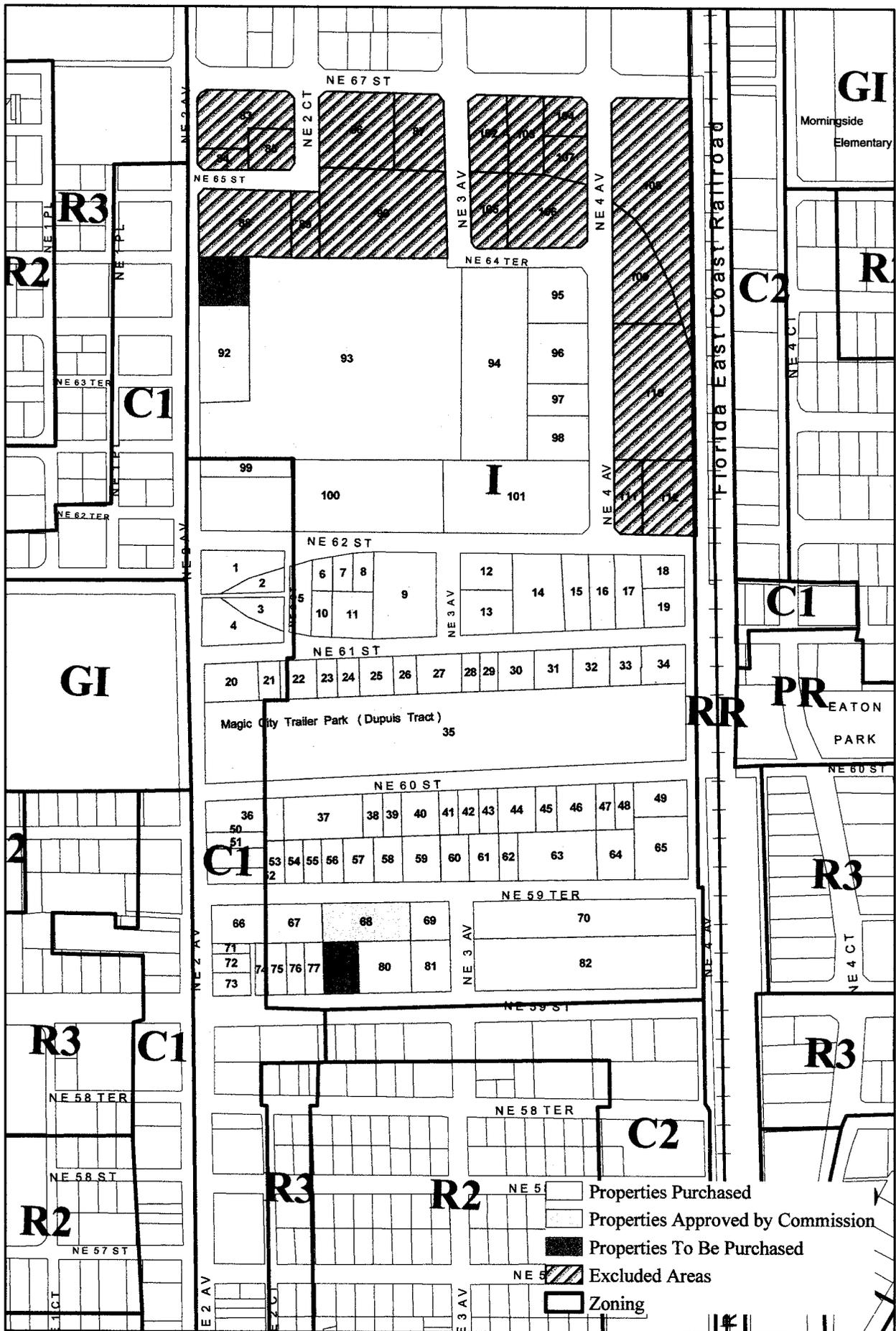
Little Haiti Park - Boundary





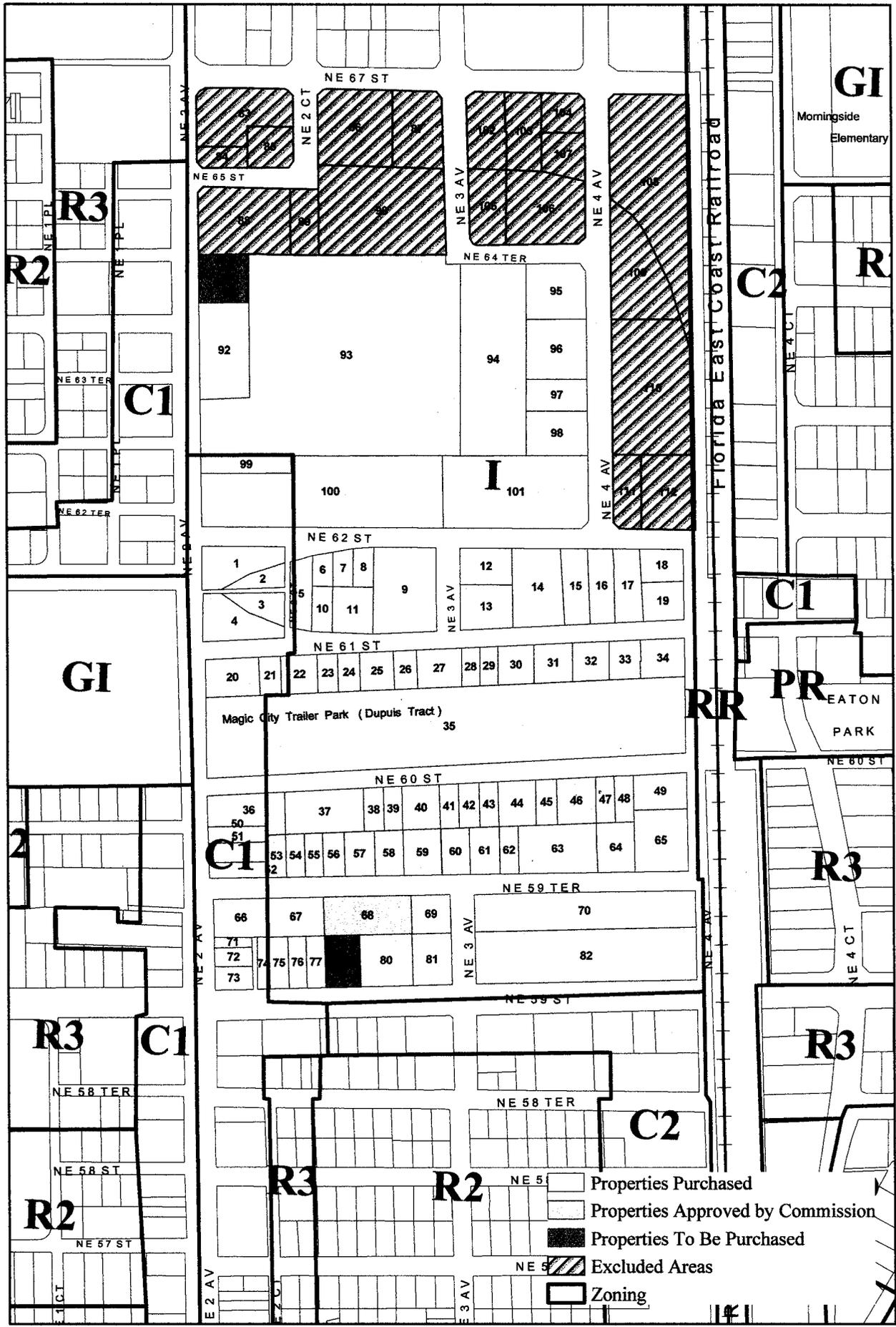
City of Miami

Little Haiti Park - Boundary



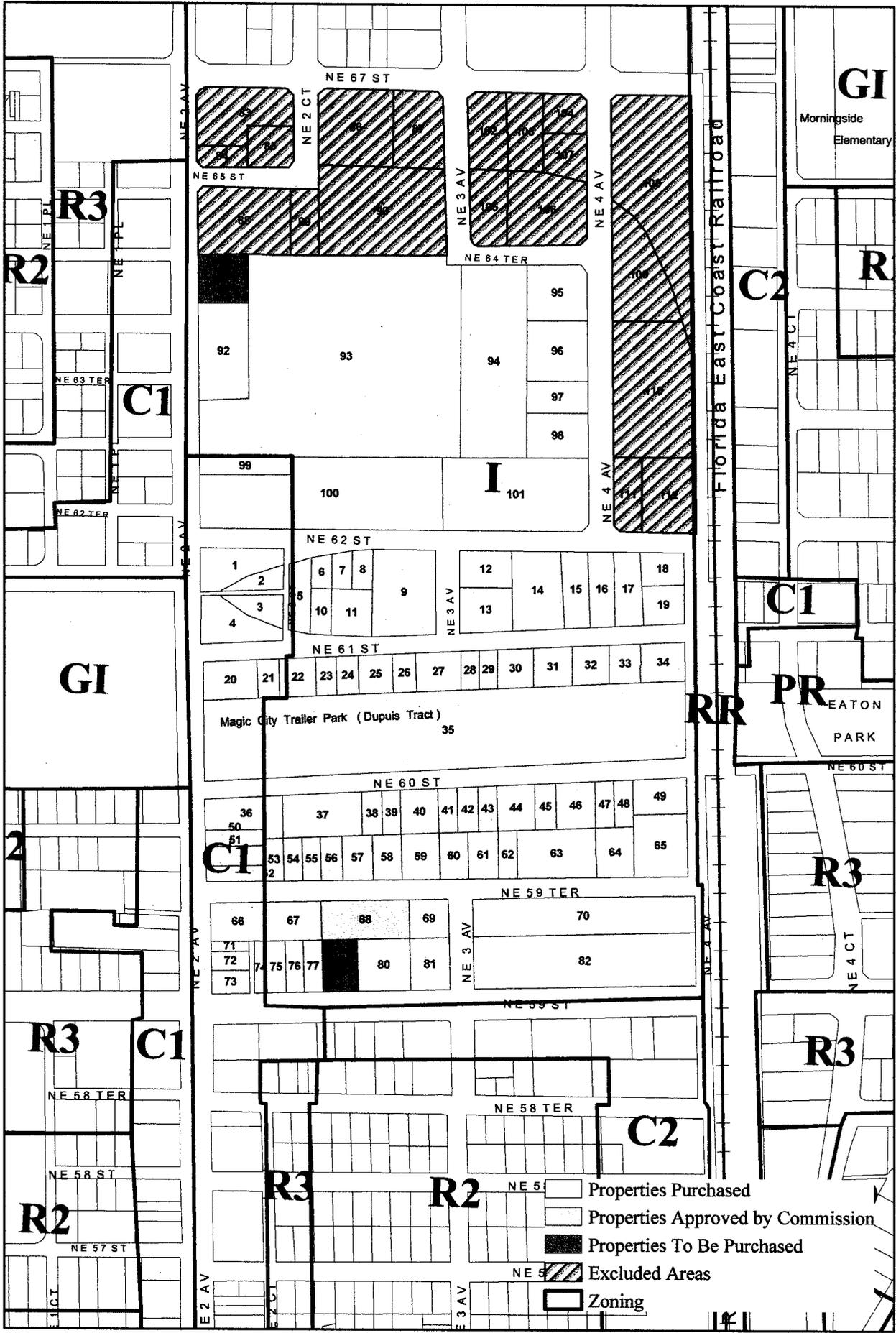
City of Miami

Little Haiti Park - Boundary



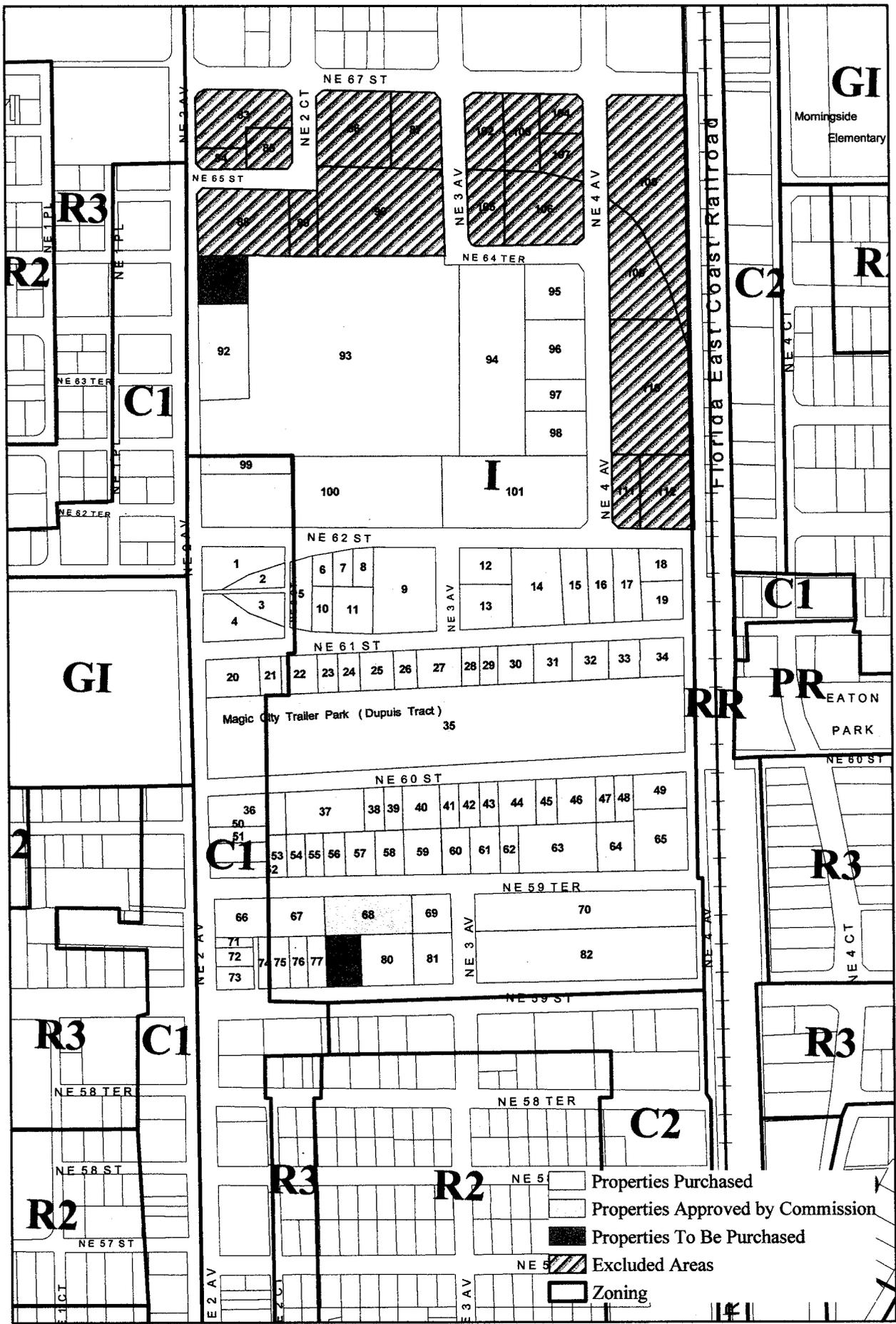
City of Miami Little Haiti Park - Boundary

g:\arcinfo\miami\ltp\ltp\prop\zoning\purchprop@8x11.mxd



City of Miami Little Haiti Park - Boundary

g:\arcinfo\mtd\mtd\lha\lha\lha\prop\zn&purch\prop&@11.mxd





DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 1/27/04 DISTRICT: 5
NAME OF PROJECT: EATON PARK - STEEL PICKET FENCE
INITIATING DEPARTMENT/DIVISION: Parks & Recreation
INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco / 416.1253
C.I.P. DEPARTMENT CONTACT: _____
RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331419
ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$15,000 (\$50,000 allocated, estimated current balance is \$ -15,000)
SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions
ACCOUNT CODE(S): CIP # 331419

If grant funded, is there a City match requirement? YES NO
AMOUNT: _____ EXPIRATION DATE: _____
Are matching funds Budgeted? YES NO Account Code(s): _____
Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Ed Blanco / Parks & Recreation

DESCRIPTION OF PROJECT: Install new picket fence.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 1/15/04
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 1/27/04
Approved by Commission? YES NO N/A DATE APPROVED: _____
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
DESIGN COST: _____
CONSTRUCTION COST: _____
Is conceptual estimate within project budget? YES NO
If not, have additional funds been identified? YES NO
Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: Ed Blanco / Parks & Recreation

Justifications for change: Community requesting change.

Description of change: \$50,000 previously approved in September '03 for playground equipment. Community is now requesting a change in scope to replace the existing chain link fence with a new picket fence. Requesting new approval for new project and to rescind previous approval.

Fiscal Impact YES NO HOW MUCH? _____
Have additional funds been identified? YES NO
Source(s) of additional funds: _____

Time impact _____
Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: Not doing playground. Will come back with new plan for playground. This will be a 4 ft steel picket fence. Playground was part of the Bond offering, therefore, Ed will come back in 90 days with a plan for playground equipment.

APPROVAL: Manda Seyer
BOND OVERSIGHT BOARD

DATE: _____

Enclosures: Back-Up Materials YES NO



ISLAND FENCE OF FLORIDA, INC.

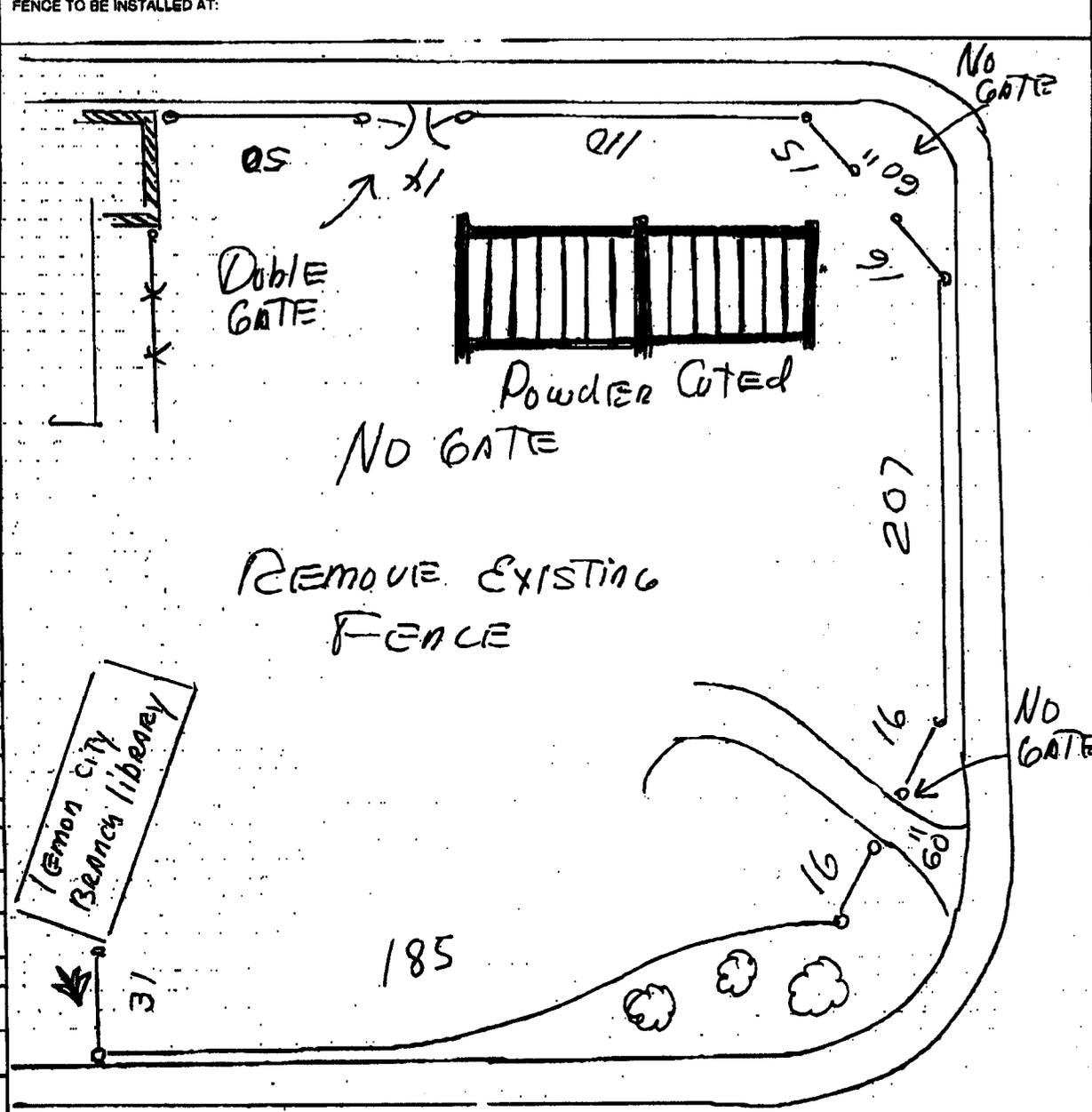
CALL US FOR ALL YOUR FENCING NEEDS!
 DADE: (305) 888-9090 • Fax: (305) 888-7424
 BROWARD: (954) 989-9990 • Fax: (954) 989-9466
 Email: islandfence@islandfence.com
 www.islandfence.com

DADE: CC# 7799
 DADE: CC# 98-BS00247
 BROWARD: CC# 90-5718FX

PROPOSAL - CONTRACT

CUSTOMER'S NAME: CITY OF Miami DATE: 11-18-03
 STREET: Edon Park 6015 NE 4 CT CITY: Miami STATE: FL ZIP: _____
 HOME PHONE: 416 1304 BUSINESS PHONE: _____ FAX #: 416 2154 MOBIL/BEEPER #: _____

| | | | |
|----------------|--|--------------------|--|
| Overall Length | | Overall Height | |
| Type C/L Wire | | Fabric Color | |
| Barb Wire | | K Up B Up | |
| Frame Color | | Turn/Corner Posts | |
| Line Posts | | Line Post Spacing | |
| Top Rail | | Walk Gate | |
| Razor Wire | | D. Drive/Roll Gate | |
| Gate Post | | Wall Mount | |
| Saw Fans | | Tension Wire | |



| | | | |
|---------------------|--|---------------------|--|
| Overall Length | | Overall Height | |
| Style Fence | | Post Inc. | |
| Good Side In (GSI) | | Good Side Out (GSO) | |
| 1 x 2 Strips | | 2 x 2 Strips | |
| IN OUT | | IN OUT | |
| Wood Type of Boards | | Board Size | |
| Board Spacing | | Dog Eared | |
| YES NO | | YES NO | |
| Pine Posts | | Post Spacing | |
| Pine Stringers | | Steel Gate Frame(s) | |
| Galv. Vinyl | | Galv. Vinyl | |
| Walk Gates | | Double Drive Gates | |
| W. Gate Post | | D. Gate Post | |

AUGER ACCESS Y N Part _____ FT. ACC. TEMP FENCE Y N _____ FT. HT. SELF CLOSER(S): Y N TYPE: _____
 PRICE INCLUDES ADDITIONAL CHARGE FOR DIRT PILE REMOVAL. Yes No INITIALS REQUIRED: CUSTOMER _____ SALES REP. _____
 FENCE LINE VISUALLY CONFLICTS WITH EXISTING SPRINKLERS Y N INITIALS REQUIRED: CUSTOMER _____ SALES REP. _____
 PROPERTY PINS FOUND RL. F. RL. R. LL. F. LL. R. Other _____ CUSTOMER TO CLEAR FENCE LINE Y N
 # CORE DRILLS _____ WATER: Y N HOSE REQ _____ ELECTRIC Y N CORD REQ _____ ASPHALT Y N
 TAKE DOWN EXIST. Yes No Part TYPE/FOOTAGE: _____ HAUL AWAY: Yes No
 CONCRETE FOOTING HOMEOWNER'S ASSOC. LETTER REQ: PRIOR TO PERMIT PRIOR TO INSTALLATION

| | | | |
|----------------------|--|-----------|--|
| SPECIAL INSTRUCTIONS | | | |
| # Shoot Ons | | Ferrals | |
| Drive Gate | | Walk Gate | |

| | | | | | | |
|----------------|--|----------------|--|----------------|------------------------------|----------|
| ORNAIMENTAL | | | | OPTION # | PROPOSAL/CONTRACT SALE PRICE | OPTION # |
| Manufacturer | | Style | | CONTRACT PRICE | | |
| Overall Length | | Overall Height | | PERMIT | | |
| Line/Term Post | | Post Spacing | | TOTAL | | |
| Fence Color | | Options | | LESS DEPOSIT | | |
| Steel | | Aluminum | | | | |
| Picket Size | | Picket Spacing | | | | |
| Walk Gate | | W. Gate Post | | | | |
| Drive Gate | | D. Gate Post | | | | |

ACCEPTANCE OF PROPOSAL - CONTRACT: The above prices, specifications and Terms/Conditions reverse side are satisfactory and are hereby accepted. ISLAND FENCE OF FLORIDA, INC., is authorized to do the work specified. Payment will be made as outlined above. Upon signing by purchaser this becomes a binding contract.

CUSTOMER'S SIGNATURE _____ SEE REVERSE SIDE FOR WARRANTY INFORMATION
 SALES REP. _____

HOMELAND DEFENSE / NEIGHBORHOOD IMPROVEMENT BOND FUNDS

JANUARY, 2004 DEPARTMENT OF PARKS AND RECREATION PROPOSED PROJECT FUNDING

| <u>PARK</u> | <u>PROJECT</u> | <u>\$ REQUESTED</u> | <u>HLD BUDGET</u> | <u>INITIAL SCOPE</u> | <u>INITIATED BY</u> |
|---|--|----------------------------|--------------------------|-------------------------------|----------------------------|
| 1. Eaton Park 6015 N.E. 4th Ct. | Steel Picket Fence (<u>\$50,000 Previously approved in September for Playground Equipment. Community now requesting a change in scope for new fence to replace existing chain link. Requesting new approval for new project and to rescind previous approval</u>) | \$15,000 | \$50,000 | <u>Scope Change Requested</u> | Community |
| 2. Hadley Park 1300 N.W. 50 Street | New Pool Heaters | \$125,000 | \$1,35 Million | (Included in scope) | Staff |
| 3. Curtis Park 1901 N.W. 24 Avenue | Playground Equip. | \$140,000 | \$1,35 Million | (Included in scope) | Staff |
| 4. Curtis Park | Site Furnishings | \$40,000 | \$1,35 Million | (Included in scope) | Staff |
| 5. Sewell Park 1801 N.W. S River Drive | Building Demolition | \$15,000 | \$300,000 | <u>Scope Change Requested</u> | Community |
| 6. Bay of Pigs S.W 56 th Ave and 3 rd Street | Replacement of monument | \$5,000 | \$ 40,000 | <u>Scope Change Requested</u> | Comm. Regalado |
| | <u>Total:</u> | <u>\$340,000</u> | | | |



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 1/27/04 DISTRICT: 5
 NAME OF PROJECT: HADLEY PARK - NEW POOL HEATERS
 INITIATING DEPARTMENT/DIVISION: Parks & Recreation
 INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco / 416.1253
 C.I.P. DEPARTMENT CONTACT: _____
 RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331419
 ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$125,000 (\$1.35 million allocated; estimated current balance is \$1,091,200)
 SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions
 ACCOUNT CODE(S): CIP # 331419

If grant funded, is there a City match requirement? YES NO
 AMOUNT: _____ EXPIRATION DATE: _____
 Are matching funds Budgeted? YES NO Account Code(s): _____
 Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Ed Blanco / Parks & Recreation
 DESCRIPTION OF PROJECT: Install heating systems in two pools.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 1/15/04
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 1/27/04
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
 DESIGN COST: _____
 CONSTRUCTION COST: _____
 Is conceptual estimate within project budget? YES NO
 If not, have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____
 Justifications for change: _____
 Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
 Have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Time impact _____
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: There are pools open in winter.

APPROVAL *Maria Seyer*
 BOND OVERSIGHT BOARD

DATE: _____

SYMBIONT SERVICE CORP

348 West Green Street, Englewood, FL 34223, (941) 474-9306, (800) 881-4328, Fax (941) 473-9306

QUOTATION

Date 11/12/2003

No 111203-1

Page 1 of 1

Rev No n/a

Job Miami Hadley Pool

Miami, Florida

FOB Delivered

Sales Tax Included

Terms Progressive Billing

To: Miami Hadley Pool
4800 NW 12th Avenue
Miami, FL 33142-3916

Phone: 305.638.8340

Fax:

Attn: Kingsley Rigby 786.344.6828

Miami Hadley Pool

Description

Pool # 1 Heating/Cooling System Replacement
Pool # 2 Heating/Cooling System Replacement

\$ 90,480.00

\$ 31,120.00

\$ 121,600.00

Includes:

Heating/cooling units delivered and installed, utilizing existing water
and electric, if adequate

Remote temperature control and interlocks

1-year Symbiont Service Corp. all parts and labor warranty on the installation.

5-year manufacturer's all parts and labor warranty on the Symbiont unit.

Does not include:

Replacement source water well(s) or pump(s)

Electrical wiring beyond existing sub-panel

Painting

Local municipal permits



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 1/27/04 DISTRICT: 1
NAME OF PROJECT: CURTIS PARK - NEW PLAYGROUND EQUIPMENT
INITIATING DEPARTMENT/DIVISION: Parks & Recreation
INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco / 416.1253
C.I.P. DEPARTMENT CONTACT:
RESOLUTION NUMBER: R-03-934 CIP/PROJECT NUMBER: 331419
ADDITIONAL PROJECT NUMBER: (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$140,000 (\$1.3 million allocated in first series; estimated current balance is \$788,750.)
SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions
ACCOUNT CODE(S): CIP # 331419

If grant funded, is there a City match requirement? [] YES [] NO
AMOUNT: EXPIRATION DATE:
Are matching funds Budgeted? [] YES [] NO Account Code(s):
Estimated Operations and Maintenance Budget

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: Ed Blanco / Parks & Recreation
DESCRIPTION OF PROJECT: Install new playground equipment. Pricing per Metro Dade contract # 4907.

ADA Compliant? [] YES [] NO [] N/A

Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 1/15/04
Approved by Bond Oversight Board? [X] YES [] NO [] N/A DATE APPROVED: 1/27/04
Approved by Commission? [X] YES [] NO [] N/A DATE APPROVED: 9/11/03
Revisions to Original Scope? [] YES [] NO (If YES see Item 5 below)
Time Approval [] 6 months [] 12 months Date for next Oversight Board Update:

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
Has a conceptual cost estimate been developed based upon the initial established scope? [] YES [] NO If yes,
DESIGN COST:
CONSTRUCTION COST:
Is conceptual estimate within project budget? [] YES [] NO
If not, have additional funds been identified? [] YES [] NO
Source(s) of additional funds:

Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED:

5. REVISIONS TO ORIGINAL SCOPE
Individuals / Departments who provided input:
Justifications for change:
Description of change:

Fiscal Impact [] YES [] NO HOW MUCH?
Have additional funds been identified? [] YES [] NO
Source(s) of additional funds:

Time impact
Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED:

6. COMMENTS: Ed Blanco to get before and after pictures.

APPROVAL: [Signature]
BOND OVERSIGHT BOARD

DATE:

QUOTATION

Contract Connection Inc.

Quote No 200002966
 Version No 3
 Quote Date 01/28/2003
 Today's Date 01/28/2003
 Salesperson Scott Krohn
 Entered By Scott
 Ship Via Best Way
 Factory BCI Burke

PO Box 848254
 Pembroke Pines, Florida 33084-0254
 Voice: 954-925-2800 Fax: 954-925-0800

504 South 2nd Street
 Jacksonville Beach, Florida 32250
 Voice: 904-249-5353 Fax: 904-249-8177

QUOTE TO:

City of Miami Parks & Recreation
 444 SW 2nd Avenue
 Miami, FL 33130
 Attn: Jose Cerdan
 Phone: 305-416-1304
 Fax: 305-416-2154

JOB NAME:

Curtis park (swings)
 City of Miami Parks & Recreation
 Miami, FL 33155
 Attn: Jose Cerdan
 Phone:

| Vendor Catalog | Description | Quantity | Unit Price | Discount | Amount |
|----------------------|---|----------|------------|----------|-------------|
| DrPlay-Concrete Slab | 4"-3000 PSI Concrete Slab per square foot | 6386 | \$3.50 | 0.00% | \$22,351.00 |
| DrPlay-PIP | 2" Poured in place safety surface 50/50 | 8960 | \$9.25 | 0.00% | \$82,880.00 |
| Burke-500-0460 | Single Post Swing | 1 | \$892.00 | 5.00% | \$847.40 |
| Burke-500-0490 | 4-1/2" O. D. single post Belt Swing Add-on | 4 | \$732.00 | 5.00% | \$2,781.60 |
| Burke-036-0043 | (2) Infant Swing Seats w/ chains for 8' high Swings | 3 | \$176.00 | 5.00% | \$501.60 |
| DrPlay-Excavate | Excavation / Disposal per cubic yard | 37 | \$60.00 | 0.00% | \$2,220.00 |
| DrPlay-Removal | removal/disposal of existing tiles | 1 | \$750.00 | 0.00% | \$750.00 |

This is to provide Poured in place under existing (not wood) tot lot and swings and under all proposed new items. Delivery 4-6 weeks from receipt of signed order and P.O. Prices do not include storage of materials, compaction tests, compacted limerock under slabs, building permits and related fees, GC involvement, site furnishings. Pricing per Metro Dade Bid #4907.

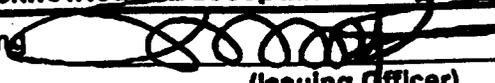
Material Subtotal: \$125,571.75
 Tax: \$0.00
 Installation Chrgs: \$6,950.87
 Freight: \$0.00
 Other: \$0.00

Total=\$132,522.62

Please Remit All Payments to
Pembroke Pines Office

Office: Sfl Tax Exmpt: Yes Credit Report Required: No
 Payment Terms: Net 30 Days

On the first day of each month, Invoices over 31 days old are subject to a service charge of 1 1/2% per month. Signing and accepting the Quotation above also acknowledges acceptance of this interest.

Approval and acceptance of this proposal may be executed by signing below and faxing back to the office checked above.  (Issuing Officer)

Company: _____ Date: _____ Page 1 of 3
 Authorized Purchaser: _____ Title: _____
 Offices in: Jacksonville Beach, Ft. Lauderdale, Tampa, Orlando, Pensacola, Naples, Atlanta, Melbourne and West Palm Beach



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 1/27/04 DISTRICT: 1
NAME OF PROJECT: CURTIS PARK - SITE FURNISHINGS
INITIATING DEPARTMENT/DIVISION: Parks & Recreation
INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco / 416.1253
C.I.P. DEPARTMENT CONTACT: _____
RESOLUTION NUMBER: R-03-934 CIP/PROJECT NUMBER: 331419
ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$40,000 (\$1.3 million allocated in first series; estimated current balance is \$748,750.)
SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions
ACCOUNT CODE(S): CIP # 331419

If grant funded, is there a City match requirement? YES NO
AMOUNT: _____ EXPIRATION DATE: _____
Are matching funds Budgeted? YES NO Account Code(s): _____
Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Ed Blanco / Parks & Recreation
DESCRIPTION OF PROJECT: Install game tables, game top inserts, handicap accessible seats, benches, mounting plate covers. Pricing per Metro Dade contract # 4907.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 1/15/04
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 1/27/04
Approved by Commission? YES NO N/A DATE APPROVED: 9/11/03
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
DESIGN COST: _____
CONSTRUCTION COST: _____
Is conceptual estimate within project budget? YES NO
If not, have additional funds been identified? YES NO
Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____
Justifications for change: _____
Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
Have additional funds been identified? YES NO
Source(s) of additional funds: _____

Time impact _____
Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS:

APPROVAL: *Manolo Lopez*
BOND OVERSIGHT BOARD

DATE: _____

Contract Connection Inc.



PO Box 848254

Pembroke Pines, Florida 33084-0254

Voice: 954-925-2800 Fax: 954-925-0800



504 South 2nd Street

Jacksonville Beach, Florida 32250

Voice: 904-249-5353 Fax: 904-249-8177

Quote No 200003626

Version No 1

Quote Date 01/28/2003

Today's Date 01/28/2003

Salesperson Scott Krohn

Entered By Scott

Ship Via Yellow Freight

Factory Wabash Valley

QUOTE TO:

City of Miami Parks & Recreation
444 SW 2nd Avenue
Miami, FL 33130
Attn: Jose Cerdan
Phone: 305-416-1304
Fax: 305-416-2154

JOB NAME:

Curtis Park -- site furnishings
Miami, FL 33121
Attn:
Phone:

| Vendor Catalog | Description | Quantity | Unit Price | Discount | Amount |
|----------------|--|----------|------------|----------|------------|
| WV-S616GT | 46" game table -- inground | 16 | \$616.00 | 5.00% | \$9,363.20 |
| WV-GTIV | Game Top Insert-Vanilla | 20 | \$58.00 | 5.00% | \$1,102.00 |
| WV-S618 | 46' Square Table - 3 Seats Inground -Handicap | 8 | \$523.00 | 5.00% | \$3,974.80 |
| WV-P2581 | Prestige Series Contour Bench with Arms | 26 | \$395.00 | 5.00% | \$9,756.50 |
| WV-Y315GT | Spyder series 46" square game table portable/surface mount | 4 | \$529.00 | 5.00% | \$2,010.20 |
| WV-MPC4 | Mounting Plate Covers (Set of 4) | 4 | \$32.00 | 5.00% | \$121.60 |

Material Subtotal: \$26,130.70
Tax: \$0.00
Installation Chrgs: \$7,839.21
Freight: \$0.00
Other: \$0.00

Total=\$33,969.91

**Please Remit All Payments to
Pembroke Pines Office**

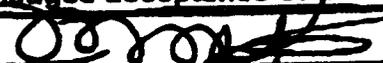
Prepayment Required=\$33,969.91

Price protected for 30 days. Shipping 6 weeks. Prices do not include: storage of materials, landscaping, location of underground utilities, re-routing of utilities, any other scope of work not listed above, concrete slabs, building permits and related fees. Pricing per Metro Dade Bid #4907.

Office: Sfl Tax Exempt: Yes Credit Report Required: No
Payment Terms: Prepayment With Order

On the first day of each month, invoices over 31 days old are subject to a service charge of 1 1/2% per month. Signing and accepting the Quotation above also acknowledges acceptance of this interest.

Approval and acceptance of this proposal may be executed by signing below and faxing back to the office checked above.


(Issuing Officer)

Company: _____ Date: _____

Authorized Purchaser: _____ Title: _____

Offices In: Jacksonville Beach, Ft. Lauderdale, Tampa, Orlando, Pensacola, Naples, Atlanta, Melbourne and West Palm Beach



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 1/27/04 DISTRICT: 1

NAME OF PROJECT: SEWELL PARK - BUILDING DEMOLITION

INITIATING DEPARTMENT/DIVISION: Parks & Recreation

INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco / 416.1253

C.I.P. DEPARTMENT CONTACT: _____

RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$15,000 (\$300,000 allocated) Estimated current balance is \$205,000
SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions
ACCOUNT CODE(S): CIP # 331419

If grant funded, is there a City match requirement? YES NO

AMOUNT: _____ EXPIRATION DATE: _____

Are matching funds Budgeted? YES NO Account Code(s): _____

Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Ed Blanco / Parks & Recreation

DESCRIPTION OF PROJECT: Demolition of men's and women's bathroom including concrete sidewalks. Removal of the existing septic tank and backfill clean. Demolition of covered pavilion including slab and foundations. Haul debris and re-sod area once demolition has been completed.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 1/15/04

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 1/27/04

Approved by Commission? YES NO N/A DATE APPROVED: _____

Revisions to Original Scope? YES NO (If YES see Item 5 below)

Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes, DESIGN COST: _____

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

Approved by Commission? YES NO N/A DATE APPROVED: _____

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: Like to see a plan for the park. Gary would like to see building boarded up until conditions in park change. This neighborhood is changing.

APPROVAL Manolo Seyer
BOND OVERSIGHT BOARD

DATE: _____



PROPOSAL

DATE: December 15, 2003

13091 NW 43rd Avenue
 Unit A-2
 Opa-locka Fl 33054
 305.685.3001
 Trintec@miami.com
Sewell Park Demolition
 Mr. Ed Blanco
 City of Miami
 Miami Fl

Phone 305-416-1253

Estimated By: Petulia Schwartz
 Start Date: To be determined by Owner
 Location: Sewell Park
 Job Phone:

Trintec Construction holds the following insurances: 1,000,000 in General Liability, 1,000,000 Automobile Insurance, 2,000,000 Worker Compensation Insurance.

JOB DESCRIPTION

Permit costs to be submit to Owner at actual cost for reimbursement.
 The following proposals include, demolition, hauling of debris and resodding of area once demolition has been completed. Resodding of areas as damaged due to demolition activities is also included.
 All disconnection and re-connection of utilities is to be performed by the City of Miami. No scope of work for any utilities included in this proposal.
 All work is to be performed during regular hours.

1. Bathrooms:

Demolition of men's and women's bathroom including concrete sidewalks. Removal of the existing septic tank and backfill with clean fill (pump out included).

2. Covered Pavillion:

Demolition of the pavillion including slab and foundations.

ITEMIZED ESTIMATE

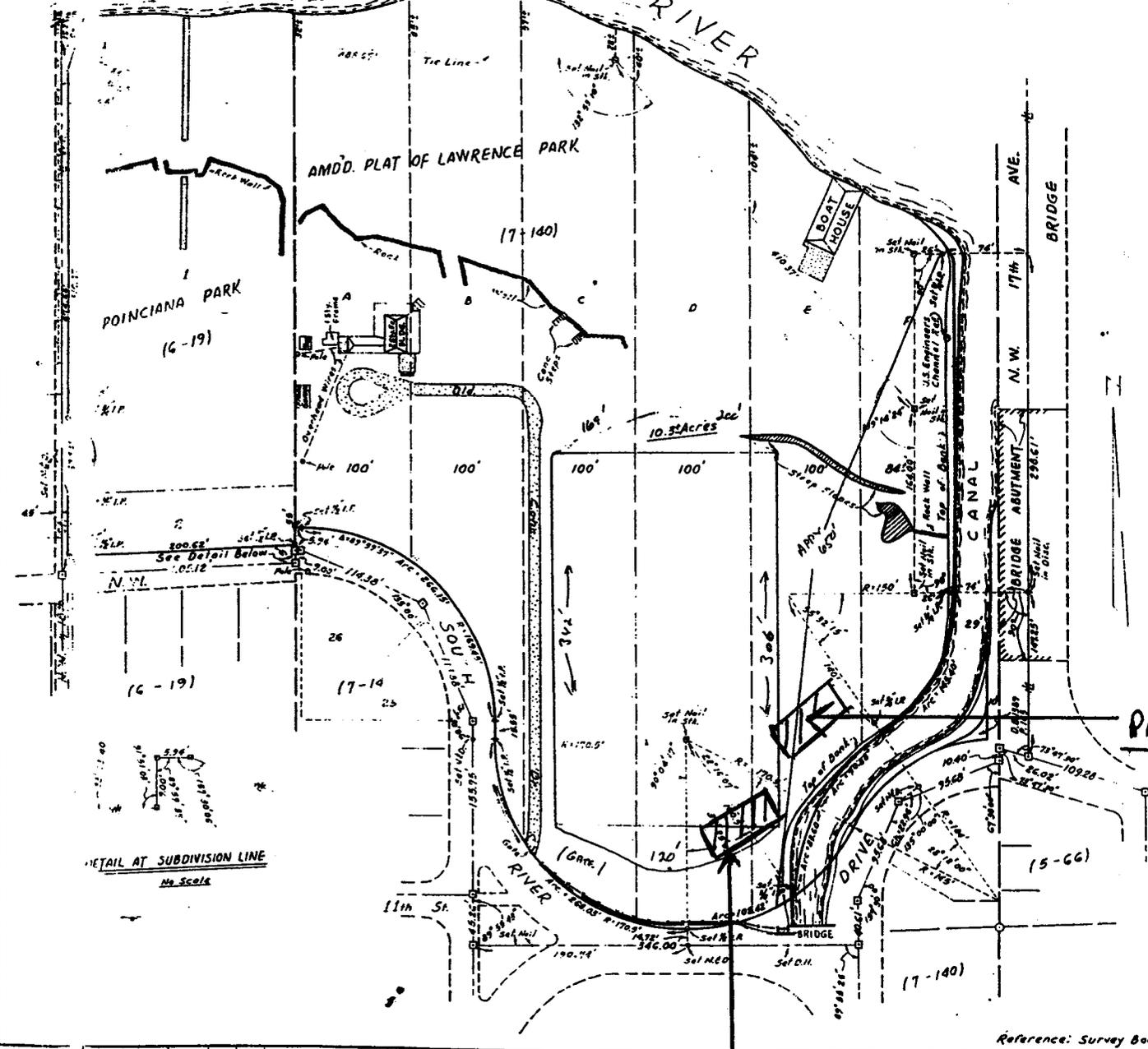
| | |
|-----------------------------------|---------------------|
| Item #1. Above: Bathrooms | \$ 6,190.00 |
| Item #2. Above: Covered Pavillion | \$ 5,000.00 |
| TOTAL ESTIMATED JOB COST | |
| | \$ 11,190.00 |

Please note that all items as removed by Trintec Construction, including the proceeds, if any, shall become the property of Trintec Construction Inc. (items include, but not limited to: aluminium, copper, electrical panels, A/C units, and anything of value etc.)
 Cc: (City of Miami: Sewell Park)

SEWELL PARK

LOCATION / ADDRESS

1801 N.W. SOUTH RIVER DRIVE



LEGAL DESCRIPTION:

Parcel I All of Lots A, B, C, D, E and F, LAWRENCE PARK AMENDED, according to the plat thereof as recorded in Plat Book 7 at Page 140 of the Public Records of Dade County, Florida.

Parcel II All of Lots 1 and 2, ROYAL POINCIANA PARK, according to the plat thereof as recorded in Plat Book 6 at Page 19 of the Public Records of Dade County, Florida.

NOTE: The General Elevation of the above property is 9² feet above sea level, City of Miami Datum.

NOTE: Property pipes shown on the easterly side of the property are on 10 foot offsets.

I HEREBY CERTIFY that the attached "Sketch of Survey" of the above described property is true and correct to the best of my knowledge and that there are no encroachments other than those shown.

Andrew P. Crouch
 Andrew P. Crouch
 Registered Land Surveyor No. 1021
 State of Florida



Reference: Survey Book 1334-18

- NOW -> SEWELL PARK

| | | | | | | | | | |
|---------|----|----------|------|----|----------|---|-----------------|--|---------------------------------------|
| DATE | BY | REVISION | DATE | BY | REVISION | DEPARTMENT OF ENGINEERING CITY OF MIAMI, FLORIDA | SCALE: 1" = 50' | CERTIFIED SURVEY SKETCH OF THE WILLIAM HOPE PROPERTY | JOB NO. 6-7058 ALL RIGHTS RESERVED |
| Nov. 63 | | | | | | | | | MISC 61- |

① BATHROOM BUILDING

② PAVILLION



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 1/27/04 DISTRICT: 4
 NAME OF PROJECT: BAY OF PIGS - REPLACEMENT OF MONUMENT
 INITIATING DEPARTMENT/DIVISION: Parks & Recreation
 INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco / 416.1253
 C.I.P. DEPARTMENT CONTACT: _____
 RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331419
 ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$5,000 (\$40,000 allocated; Estimated current balance is \$35,000)
 SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions
 ACCOUNT CODE(S): CIP # 331419

If grant funded, is there a City match requirement? YES NO
 AMOUNT: _____ EXPIRATION DATE: _____
 Are matching funds Budgeted? YES NO Account Code(s): _____
 Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:
 Individuals / Departments who provided input: Ed Blanco / Parks & Recreation

DESCRIPTION OF PROJECT: Install a 4' x 6' sign to emulate existing CUBA map.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 1/15/04
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 1/27/04
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
 Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
 DESIGN COST: _____
 CONSTRUCTION COST: _____
 Is conceptual estimate within project budget? YES NO
 If not, have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE
 Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
 Have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Time impact _____
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: Would like to see a total plan. This is not a priority item.

APPROVAL: *Ed Blanco*
 BOND OVERSIGHT BOARD

DATE: _____

QUOTATION

Contract Connection Inc.

Quote No 200004270
 Version No 3
 Quote Date 12/11/2003
 Today's Date 12/11/2003
 Salesperson Scott Krohn
 Entered By Scott
 Ship Via Best Way
 Factory Cylex, Inc.

PO Box 848254
 Pembroke Pines, Florida 33084-0254
 Voice: 954-925-2800 Fax: 954-925-0800

504 South 2nd Street
 Jacksonville Beach, Florida 32250
 Voice: 904-249-5353 Fax: 904-249-8177

QUOTE TO:

City of Miami Parks & Recreation
 444 SW 2nd Avenue
 Miami, FL 33130
 Attn: Jose Cerdan
 Phone: 305-416-1304
 Fax: 305-416-2154

JOB NAME:

Bay of Pigs Park
 Miami, FL 33132
 Attn:
 Phone:

| Vendor Catalog | Description | Quantity | Unit Price | Amount |
|----------------|---|----------|------------|------------|
| DrPlay-Sign | CORIAN Sign 4' x 6' to emulate existing with Cuba map | 1 | \$3,580.75 | \$3,580.75 |

Price protected for 30 days. FOB Destination. Shipping 4-6 weeks. Prices do not include: building permits and related fees, storage of materials. Pricing based on 3 colors.

Material Subtotal: \$3,580.75
 Tax: \$0.00
 Installation Chrgs: \$500.00
 Freight: \$0.00
 Other: \$0.00

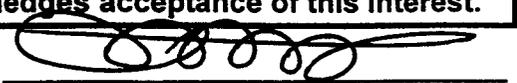
Total=\$4,080.75

Please Remit All Payments to
Pembroke Pines Office

Office: Sfl Tax Exempt: Yes Credit Report Required: No
 Payment Terms: Net 30 Days

On the first day of each month, invoices over 31 days old are subject to a service charge of 1 1/2% per month. Signing and accepting the Quotation above also acknowledges acceptance of this interest.

Approval and acceptance of this proposal may be executed by signing below and faxing back to the office checked above.


 (Issuing Officer)

Company: _____ Date: _____
 Authorized Purchaser: _____ Title: _____

02/51



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 1/27/04 DISTRICT: 3
 NAME OF PROJECT: JOSE MARTI PARK NEW COMMUNITY BUILDING - LANDSCAPING & REINFORCING FOAM FLOORING FOR AEROBIC ROOM
 INITIATING DEPARTMENT/DIVISION: Parks & Recreation
 INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco / 416.1253
 C.I.P. DEPARTMENT CONTACT: _____
 RESOLUTION NUMBER: R-04-0213 CIP/PROJECT NUMBER: 331419
 ADDITIONAL PROJECT NUMBER: _____ (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$50,000 (\$1,350,000 allocated; Estimated current balance is \$505,032)
 SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions
 ACCOUNT CODE(S): CIP # 331419
 If grant funded, is there a City match requirement? YES NO
 AMOUNT: _____ EXPIRATION DATE: _____
 Are matching funds Budgeted? YES NO Account Code(s): _____
 Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:
 Individuals / Departments who provided input: Ed Blanco / Parks & Recreation
 DESCRIPTION OF PROJECT: Improvements to landscaping, Installation of a new "cushioning PVC reinforcing foam and "Harlequin Allegro" flooring for the aerobic/dance room.

ADA Compliant? YES NO N/A
 Approved by Audit Committee? YES NO N/A DATE APPROVED: 1/15/04
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 1/27/04
 Approved by Commission? YES NO N/A DATE APPROVED: 4/8/04
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
 Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
 DESIGN COST: _____
 CONSTRUCTION COST: _____
 Is conceptual estimate within project budget? YES NO
 If not, have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE
 Individuals / Departments who provided input: _____
 Justifications for change: _____
 Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
 Have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Time impact _____
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: Center is opening in February 2004.

APPROVAL: *Marcos Jeyar* DATE: _____
 BOND OVERSIGHT BOARD

Parks Department
Eddy Blanco
Re; Jose Marti Park additional expenses .

Jan 7, 2004

Item No. 1

Proposal for the Improvements in the Landscape, requested by Jose Casanova for the amount of \$ 37,280.00 (see attached quote)

Item No. 2

Installation of a new " cushioning " PVC reinforcing foam " **Harlequin Allegro**" flooring for the **Aerobic/ Dance room**, requested by Maria Perez.
We don't have price for the installation, and the amount indicated has been take from an estimate prepared from Perez and Assoc. for the Manuel Artime Theatre.

| | |
|--|--------------------|
| Material (see attached quote) | \$ 9,687.79 |
| Installation of 95 yards at 12.00/yard | \$ 2,340.00 |
| Contractor Admon.(aprox. 15 %) | \$ 351.00 |
| TOTAL COST | \$12,378.79 |

Victor Marzo
Department of CIP

| | | |
|----------|------------|---------------|
| ITEM 1. | \$ 37,280 | |
| ITEM 2. | 12,379 | |
| CONTING. | <u>341</u> | |
| | \$ 50,000 | TOTAL REQUEST |

JOSE MARTI RECREATION BUILDING 12/9/2003
PLANT LIST FOR AREAS FRONTING BUILDING

1. VEITCHIA MONTGOMERYANA / MONTGOMERY PALM
16' HT., DOUBLE TRUNKS, MATCHED, FIELD GROWN,
(QTY. 3)
2. ROYSTONEA FLATA / FLORIDA ROYAL PALM
22' HT., MIN. 6' GREY WOOD
(QTY. 7)
3. SENNA SUPRATENSIS / GLAUCOUS CASSIA
12' HT. X 8' SPR., FIELD GROWN
(QTY. 5)
4. PHILODENDRON 'XANADU' / XANADU SHRUB
24" O.A., 3 GAL. CONT., 24" O.C.
(QTY. 65)
5. SCHEFFLERA ARBORICOLA 'TRINETTE' / DWARF SCHEFFLER
24" O.A., 3 GAL. CONT., 24" O.C.
(QTY. 135)
6. HYMENOCALLIS LATIFOLIA 'KEYENSIS' / SPIDER LILY
18" SPR., 3 GAL. CONT., 24" O.C.
(QTY. 117)
7. BOUGAINVILLEA 'DWARF RED' / DWARF BOUGAINVILLEA
18" SPR., 3 GAL. CONT., 24" O.C.
(QTY. 50)
8. FICUS REPENS / CREEPING FIG VINE
12" O.A., 1 GAL. CONT., TIE TO PLANTER WALL
(QTY. 10)

| DESCRIPTION | QTY | UNIT | MATERIALS | | LABOR | | EQUIPMENT | |
|--|-----|--------|-----------|--------|-------|-------|--|---------|
| | | | UNITS | COST | UNIT | COST | UNIT | COST |
| LANDSCAPE | | | | | | | | |
| BREAKDOWN | | | | | | | | |
| CHANGE No.1 | | | | | | | | |
| SABAL PALMS 16 FEET HGT | 6 | EA | 202.5 | 1,215 | | 0 | | 0 |
| PIGEON PLUMBS 12 FEET HGT | 3 | EA | 360.0 | 1,080 | | 0 | | 0 |
| GROUND BUTTWOOD - 3' HIGH 2' SPREAD | 106 | EA | 45.0 | 4,770 | | 0 | | 0 |
| SOIL | 1 | L.SUMP | 675.0 | 675 | | 0 | | 0 |
| MULCH | 1 | L.SUMP | 675.0 | 675 | | 0 | | 0 |
| LABOR 6 MEN 8 HRS EACH | 48 | HRS | | 0 | 15 | 720 | | 0 |
| CLEAN-UP | 8 | L.SUMP | | 0 | 15 | 120 | | 0 |
| TRASH | 1.0 | EA | | 0 | | 0 | 300 | 300 |
| | | | | 0 | | 0 | | 0 |
| | | | | 0 | | 0 | | 0 |
| CHANGE No.2 | | | | | | | | |
| VEITCHIA MONTGOMERIANA 16' HGT DOUBLE | 3 | EA | 462 | 1,385 | | 0 | | 0 |
| ROYAL PALM 22' HGT 6' GW | 7 | EA | 1,053 | 7,371 | | 0 | | 0 |
| SENNA SURRATENSIS | 5 | EA | 280 | 1,398 | | 0 | | 0 |
| PHILODENDRON XANZDU | 65 | EA | 17 | 1,099 | | 0 | | 0 |
| SHEFFLERA TRINETTE | 135 | EA | 9 | 1,229 | | 0 | | 0 |
| BOUGANVILLE DWARF - 3 GALLON | 56 | EA | 9 | 510 | | 0 | | 0 |
| SPIDER LILLY GROUND COVER | 117 | EA | 15 | 1,755 | | 0 | | 0 |
| 15 CYD PLANTING SOIL | 1 | LS | 293 | 293 | | 0 | | 0 |
| 1 FERTILIZER TREATMENT | 1 | LS | 325 | 325 | | 0 | | 0 |
| 10 CYD EUCALYPTUS MUCH | 1 | LS | 845 | 845 | | 0 | | 0 |
| LABOR 6 MEN 8 HRS EACH | 48 | HRS | | 0 | 15 | 720 | | 0 |
| CLEAN-UP | 8 | HRS | | 0 | 15 | 120 | | 0 |
| TRASH | 1 | EA | | 0 | | 0 | 300 | 300 |
| GENERAL CONDITIONS | | | | | | | | |
| CONTRACTOR SUPERVISION | 1.0 | WKS | | 0 | 1,500 | 1,500 | | 0 |
| CONTRACTOR PROJECT MANAGER | | WKS | | 0 | | 0 | | 0 |
| SITE WATER-ELECT-PHONE -TRAILER-TOILET | | DAYS | | 0 | | 0 | | 0 |
| CONTRACTOR LABOR | | HRS | | 0 | | 0 | | 0 |
| ARQUEOLOGER | | HRS | | 0 | | 0 | | 0 |
| DIRECT COST GENERAL CONDITIONS* | | DAYS | | 0 | | 0 | | 0 |
| | | | | 24,622 | | 3,180 | | 600 |
| SALE TAX ON MATERIALS | 7.0 | % | | 1,724 | | | | |
| MARK-UP ON MATERIALS | 15 | % | | 3,952 | | | | |
| INSURANCE AND TAX ON LABOR | 40 | % | | | | 1,272 | | |
| MARK-UP ON LABOR | 15 | % | | | | 668 | | |
| MARK-UP ON EQUIPMENT | 15 | % | | | | | | 90 |
| DIRECT COST GENERAL CONDITIONS | | DAY | | | | | | 0 |
| ITEMS SUBTOTALS | | | | 30,297 | | 5,120 | | 690 |
| | | | | | | | SUB-TOTAL | 36,107 |
| | | | | | | | CREDIT FOR 3 ROYAL PALMS AND 7 LIVE OAKS | (3,000) |
| | | | | | | | SUB-TOTAL | 33,107 |
| ADMINISTRATIVE ALLOWANCE | 5 | % | | | | | | 1,655 |
| EXTENSION OF TIME | 10 | DAYS | | | | | SUB-TOTAL | 34,762 |
| | | | | | | | BOND | 1,043 |
| | | | | | | | SUB-TOTAL | 35,806 |
| STATUS= PENDING | | | | | | | INSURANCE | 1,074 |
| | | | | | | | SUB-TOTAL | 36,880 |
| | | | | | | | EXTENDED BUILDERS RISK | 400 |
| | | | | | | | TOTAL | 37,280 |

NOTE: PLEASE PROVIDE US WITH A ALL INCLUSIVE DRAWINGS SHOWING ALL CHANGES AND LOCATIONS FOR FINAL COORDINATION BEFORE COMMENCING WORK. CHANGE ORDER QUANTITIES ARE AS REPRESENTED IN THE ABOVE BREAKDOWN

GENERAL NOTES

1. PLANT QUALITY

ALL PLANT MATERIAL SHALL BE EQUAL TO OR BETTER THAN FLORIDA NO. 1 AS CLASSIFIED BY "GRADES AND STANDARDS FOR NURSERY PLANTS" BY THE DIVISION OF PLANT INDUSTRY, FLORIDA DEPARTMENT OF AGRICULTURE. THEY SHALL HAVE A GROWTH HABIT THAT IS NORMAL FOR THE SPECIES; HEALTHY, VIGOROUS, FREE FROM INSECTS, DISEASE AND INJURY.

2. PLANTING SOIL

ALL PLANT MATERIAL WITH THE EXCEPTION OF PALM TREES AND BEACH MATERIAL SHALL BE PLANTED WITH THE FOLLOWING SOIL: 50% SAND AND 50% MUCK. THERE MUST BE A SLIGHT ACID REACTION TO THE SOIL WITH NO EXCESS OF CALCIUM OR CARBONATE. SOIL SHALL BE DELIVERED IN A LOOSE FRIABLE CONDITION. ANY OTHER SOIL MIX MUST BE SUBMITTED TO AND APPROVED BY THE LANDSCAPE ARCHITECT.

3. FERTILIZER

THE FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE FLOWING AND SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED CONTAINERS, BEARING THE MANUFACTURER'S GUARANTEED ANALYSIS.

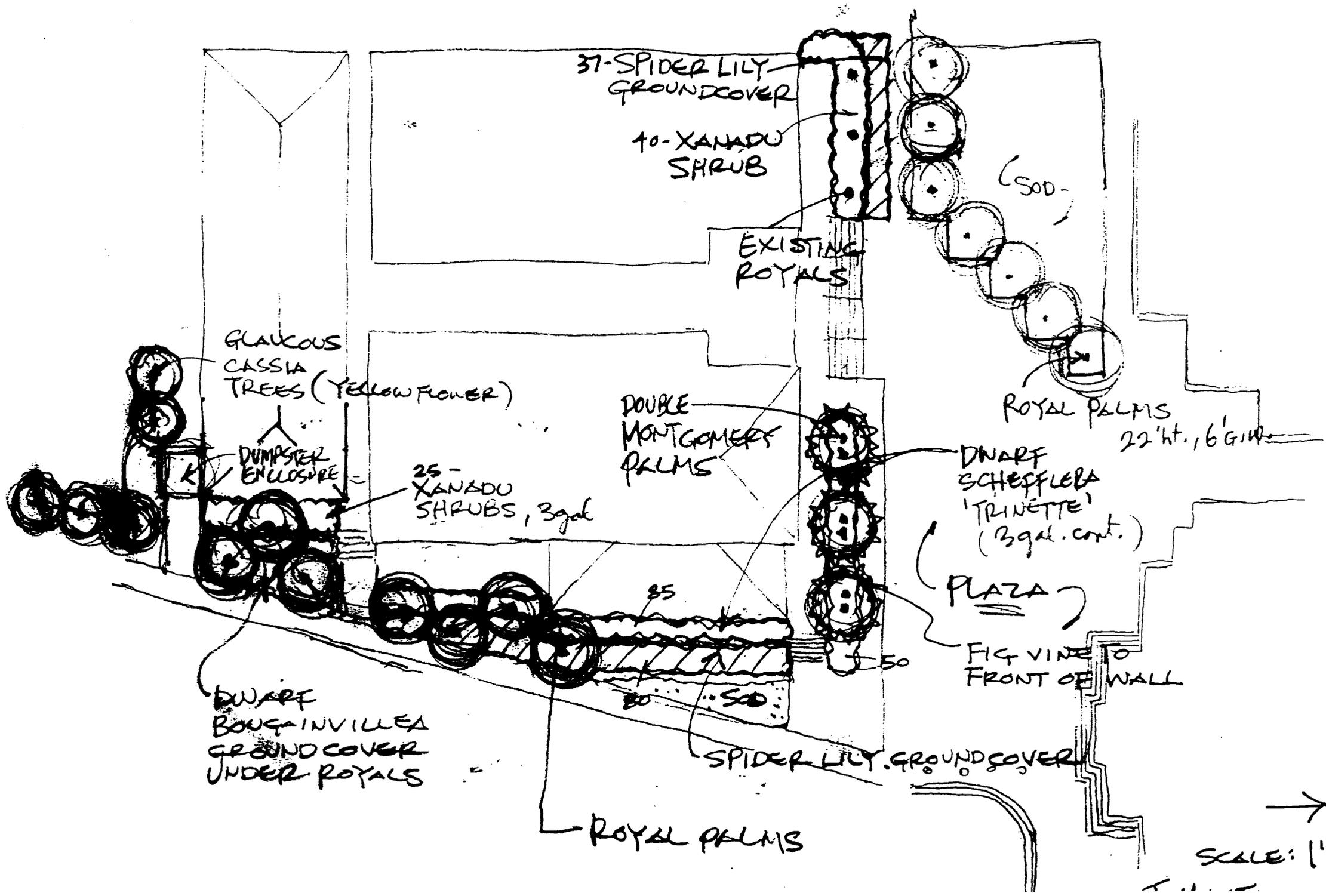
FERTILIZER FOR TREES, SHRUBS, CONTAINERIZED GROUNDCOVERS AND VINES SHALL BE AS FOLLOWS: 5 LBS. FEC-3-24-0 *1308 AS MANUFACTURED BY FLORIDA EAST COAST FERTILIZER, CO., HOMESTEAD, FLORIDA AND 2 LBS. FEC 15-8-8 *2500 OR EQUAL PER CUBIC YARD OF SOIL. FERTILIZER FOR GROUNDCOVER SEEDLING BEDS: BROADCAST 4* OF THE ABOVE MIX FOR EACH 500 SQUARE FEET OF BED AREA. FERTILIZER FOR TURF ESTABLISHMENT; BROADCAST 15* OF F.E.C. 7-11-7 OR EQUAL PER 1,000 SQUARE FEET (650 * PER ACRE).

4. MULCH

SHALL BE SHREDDED PINE OR EUCALYPTUS MULCH, AND MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.

PLANTING AREAS NOT COVERED BY GRASS SHALL BE MULCHED, TO A DEPTH OF TWO INCHES TO PRESENT A FINISHED APPEARANCE. THIS INCLUDES, BUT NOT LIMITED TO, ALL SHRUB AND GROUND COVER AREAS.

5. ALL AREAS DESIGNATED AS "SOD" SHALL BE COVERED WITH ST. AUGUSTINE 'FLORATAM' SOLID SOD LAID OVER A FINELY GRADED 2" SOIL BLANKET.



→ North

SCALE: 1" = 20'



RECEIVED
 12/11/03 10:05 AM
 AMERICAN HARLEQUIN CORPORATION

December 4, 2003

Jose Casanova
 444 SW 2nd Avenue
 Miami, FL 33130

Re: Harlequin Allegro Floorings

Dear Jose,

Thank you for your inquiry. As promised, I am enclosing some information regarding our wide range of Harlequin stage and studio floorings. In addition, I am pleased to enclose a sample of Harlequin Allegro.

Harlequin Allegro is a well established and unique roll-out flooring aimed at dance/ aerobic/gymnastic studios and at professional touring dance companies who have a need for a floor requiring a high degree of resilient protection from hard sub-floors. Allegro is nominally 3/8 inch thick and is constructed with a deep backing of PVC foam reinforced with a strong mineral fiber scrim. This construction gives a considerable "cushioning" effect and yet is firm enough for ballet, modern dance, aerobics, and general activity in gymnastic footwear. In effect it is the equivalent of a roll-out sprung floor, and for many companies ends the need for a full joinery-constructed sprung floor. Harlequin Allegro may simply be loose-laid at minimal expense or even straightforwardly installed like a conventional sheet vinyl flooring. For the first time, this floor combines the advantage of a loose-lay vinyl and a shock-absorbent sprung floor.

For your plan to cover an area measuring about 37' 6" X 38' 8", we can offer you the following:

| | |
|---|--|
| 4 - 25 meter (4' 11" X 82') rolls of Harlequin Allegro: Which you will cut in half, yielding 8-41' pieces. (covers an area of 39' 4" X 41') | \$8,966.00 |
| 3 rolls of clear tape: | \$ 39.00 |
| Add discounted freight to Miami, Florida 33130 : | \$ 682.79 |
| The TOTAL AMOUNT for this order will be: | \$9,687.79 (next page, please) |



Sales and Administrative Offices
 1531 Glen Avenue, Moorestown, NJ 08057
 Tel: (856) 234 5505 Toll Free: (800) 642 6440 Fax: (856) 231 4403
 www.harlequinfloors.com Email: dance@harlequinfloors.com



PHILADELPHIA LOS ANGELES FORT WORTH LUXEMBOURG LONDON SYDNEY

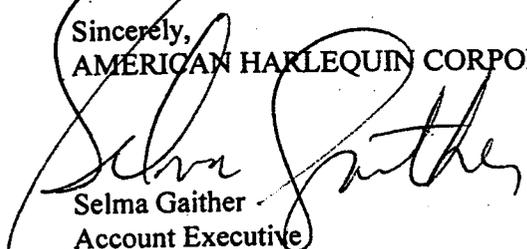
On receipt of your check for the full amount, we shall dispatch your order. Checks should be made payable to: **American Harlequin Corporation** and addressed to: **1531 Glen Avenue, Moorestown, NJ 08057**. The current delivery time to Miami, Florida is estimated to be 3-4 working days from receipt of payment.

The gray color of Harlequin dance floors is highly serviceable and tends to hide soil marks and scuffing, whereas the black is normally preferred for stage or touring applications.

Laying and taping down the floor is very simple, and we can provide you or your installer free of charge with full instructions on installation, storage, maintenance and cleaning.

If you require any further advice or information on our return policy, please do not hesitate to contact me at (800) 642-6440. Once again, thank you for your interest in our Harlequin product line, and we look forward to hearing from you again soon.

Sincerely,
AMERICAN HARLEQUIN CORPORATION


Selma Gaither
Account Executive



PROJECTS' UPDATES
SEE ATTACHED DOCUMENTS

MEETING OF JANUARY 27, 2004

HOMELAND DEFENSE / NEIGHBORHOOD
IMPROVEMENTS
BOND OVERSIGHT BOARD

-
1. Citywide Waterfront Improvements - Dinner Key Marina - Fuel Dock - \$296,290
 2. Little Haiti Park Land Acquisition & Development - Environmental & Title Services - 6150 NE 4th Avenue - 299 & 303 NE 59 Terrace - \$10,200
 3. Little Haiti Park Land Acquisition & Development - Appraisal Services for 6311-29 NE 2nd Avenue - \$7,750
 4. Fire Rescue Homeland Defense Preparedness Initiatives - \$1,500,000
 5. Bicentennial Park Improvements - Seawall/Shoreline Stabilization - \$421,171
 6. Bicentennial Park Improvements – Environmental Phase I & II - Tank Removal - \$90,000
 7. Greenways Improvements - Miami River Greenway - \$25,000
 8. Downtown Infrastructure Improvements – Baywalk Improvements - One Miami Site - \$4,160,000
 9. Greenway Improvements - Neo Lofts - \$250,000



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 6/19/03

NAME OF PROJECT: FUEL DOCK AT DINNER KEY MARINA

INITIATING DEPARTMENT/DIVISION: Conferences, Conventions, and Public Facilities

INITIATING CONTACT PERSON/CONTACT NUMBER: Alejandra Argudin - 305.579.6341 & Stephen Bogner - 305.579.6955

C.I.P. DEPARTMENT CONTACT: _____

RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 326015

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,

TOTAL DOLLAR AMOUNT: \$538,580.00

SOURCE OF FUNDS: 1) \$269,290.00 from Strategic Initiatives Funds 2) \$269,290 from HLD Citywide Waterfront Improvements

ACCOUNT CODE(S): CIP # 326015

If grant funded, is there a City match requirement? YES NO

AMOUNT: _____ EXPIRATION DATE: _____

Are matching funds Budgeted? YES NO

Account Code(s): _____

Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Conferences, Conventions, and Public Facilities - Alejandra Argudin & Stephen Bogner

DESCRIPTION OF PROJECT: Funds will be used for the design and construction of fuel dock. This is a Revenue Generating Project - a fuel dock is needed for the use and convenience of the boating public, the marina does not presently have a permanent fueling system.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 6/19/03

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____

Revisions to Original Scope? YES NO (If YES see Item 5 below)

Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,

DESIGN COST: _____

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

Approved by Commission? YES NO N/A DATE APPROVED: _____

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: In addition to the 592 slips at Dinner Key Marina, there are an estimated 1,500 vessels in and around the marina that would use fueling services. Subject to actual cash flow budget.

APPROVAL: [Signature]
BOND OVERSIGHT BOARD

DATE: June 24, 2003

Enclosures: Back-Up Materials YES NO

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE JOSE MARTI PARK NEW COMMUNITY ROOM BUILDING-LANDSCAPING & REINFORCING FOAM FLOORING FOR AEROBIC ROOM PROJECT; FURTHER RECOMMENDING THAT \$50,000 OF HD/NIB-NEIGHBORHOOD PARK IMPROVEMENTS AND ACQUISITIONS FUNDS BE ALLOCATED TO THIS PROJECT.

MOTION: D. MARKO
SECONDED: R. AEDO
ABSENT: S. ARMBRISTER; S. CASERES;
R. CAYARD; R. FLANDERS;
J. REYES; I. de ROSA; R. VANGATES

Note for the Record: Motion passed by unanimous vote of all Board Members present.

III. UPDATES:

- Dinner Key Marina Fuel Dock.

Total dollar amount: \$538,580.

Source of funds: \$269,290 from Strategic Initiative;
\$269,290 from Homeland Defense/
Citywide Waterfront Improvements

Report by: Board Member Reshefsky;
Alejandra Argudin - Conferences,
Conventions, Public Facilities

Date approved by Audit Subcommittee: June 19, 2003.

This is a revenue-generating project. Dinner Key Marina does not presently have a permanent fueling system. In addition to the 592 slips at Dinner Key Marina, there are an estimated 1,500 vessels in and around the marina that would use the fueling services.

Phase I, which is the design portion of the project has been completed. All permitting has been received except two -- the Army Corps of Engineers permit and DERM permit, and that CIP is in the process of putting together the bid packages for the construction portion, which is Phase II. It is anticipated that within approximately three weeks, the bid package should be going out, and by April 2004, an update will be provided to the board and it is anticipated that construction would have commenced and all permits would be in place by that time.

CITY OF MIAMI

**DEPARTMENT OF CONFERENCES, CONVENTIONS, &
PUBLIC FACILITIES**

**DINNER KEY MARINA
FUEL DOCK PROJECT**

EXECUTIVE SUMMARY

JUNE 19, 2003

BACKGROUND

The City of Miami owns the Dinner Key Marina, a 582 wet-slip facility in Coconut Grove. The marina is operated by the City's Department of Conferences, Conventions, and Public Facilities. In an effort to provide additional services for the use and convenience of marina customers and the boating public, and to generate additional revenues to the City, the Department initiated a project to construct and operate a full-service fuel dock at that facility.

Currently, Dinner Key Marina has no permanent fueling station. Marina customers are served by mobile fuel trucks, which have significant physical and scheduling limitations and cannot adequately serve the fueling needs of the marina's customers.

In addition to the approximately 530 current marina customer vessels, the new fuel dock would also serve many hundreds of other vessels located at neighboring marinas, the Coconut Grove Sailing Club, and the City-operated Seminole Boat Ramp adjoining Dinner Key Marina.

THE PROJECT

Working closely with the City's Department of Public Works, a project cost estimate of \$592,580 was calculated for the design, permitting, and construction of the Dinner Key Marina Fuel Dock. In February, 2002, the City Commission approved the allocation of \$296,290 in Strategic Initiative Funds (or 50% of the projected total cost) for this project. In March, 2002, the City prepared and submitted a grant application to the Florida Inland Navigation District (F.I.N.D.) requesting matching funding in the amount of \$296,290 to cover the balance of the project cost. Despite the benefits the project would provide boaters throughout the navigation district (outlined by this Department in the application and subsequent presentation before the F.I.N.D. Board), F.I.N.D. declined to award the grant to the City.

Utilizing a portion of the Strategic Initiative Funds already in place, this Department contracted with a professional engineering services firm to design the project; perform related geotechnical evaluations and surveys; prepare construction documents for bid; and prepare and submit the necessary project permits for regulatory agency approvals. To date, we are in the final stages of completing the permit applications and hope to have them submitted by next week. A copy of the project design is attached.

This Department has expended \$143,455 for professional services related to the design / permitting phase of this project. There remains a need to fund the \$296,290 balance related to the construction phase of this project not funded by F.I.N.D.

PROJECTED REVENUES / RETURN ON INVESTMENT

It is anticipated that, through competitive pricing of our fuel products, the Dinner Key Marina Fuel Dock will attract the approximately 530 current marina customer vessels; transient vessels traveling along the Atlantic Intracoastal Waterway; the 220 vessels berthed at the Coconut Grove Sailing Club; as well as vessels currently berthed at the several other neighboring marinas and the many trailered boats that use the adjoining Seminole Boat Ramp. A schedule of projected revenues from fuel sales, and the projected return on investment is attached.

SUMMARY

The City of Miami, through its Department of Conferences, Conventions, & Public Facilities, respectfully requests funding approval from the Homeland Defense Bond Board in the amount of \$296,290 to complete the Dinner Key Marina Fuel Dock Project.

The Dinner Key Marina Fuel Dock would provide a much-needed service to marina customers and the boating public; provide an estimated average annual recurring of \$158,244.00; and recover the total project cost in 4 years.

Thank you for your consideration in this matter.

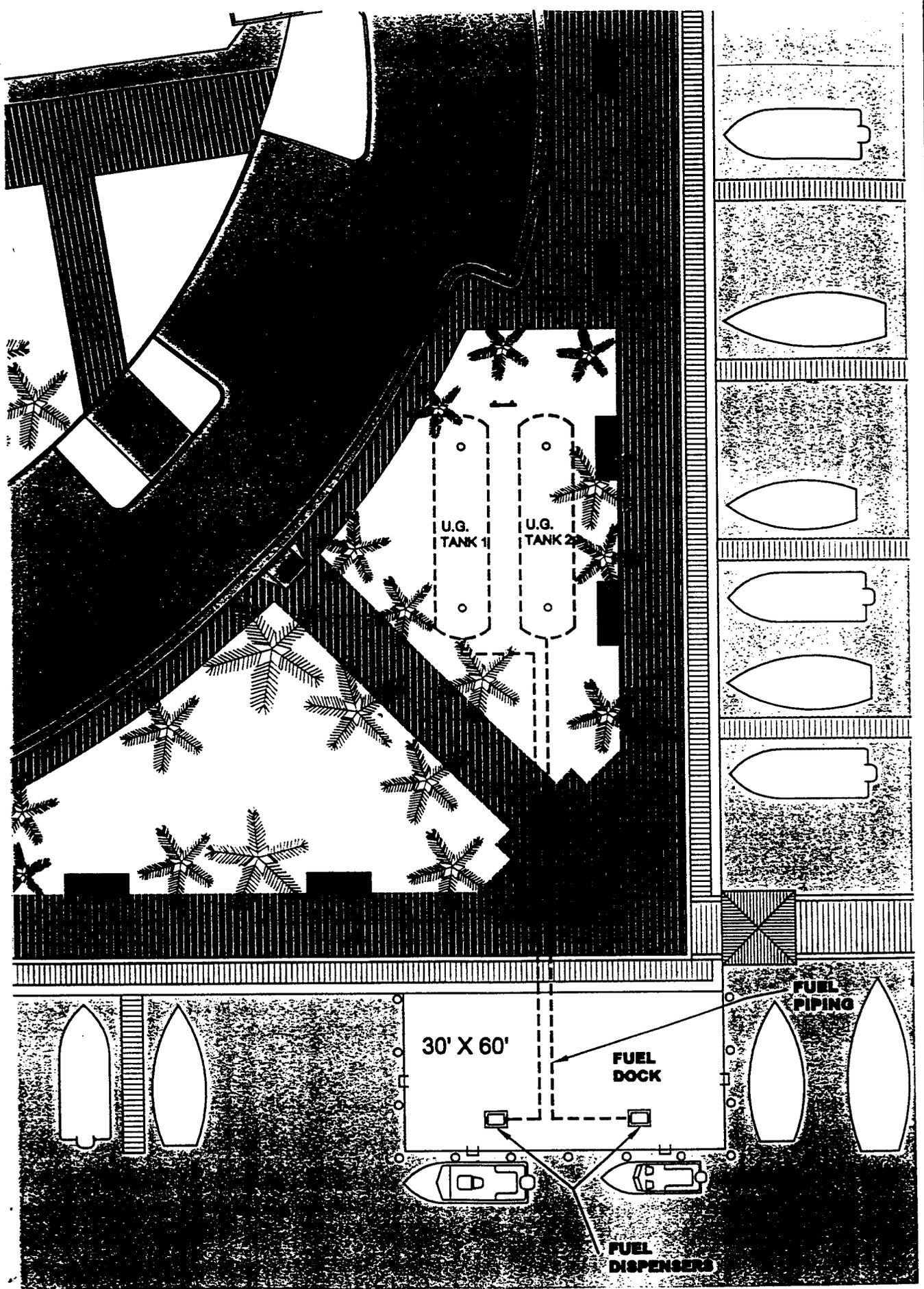


Christina P. Abrams, Director
Conferences, Conventions, & Public Facilities

PROJECTED COST AND REVENUE ANALYSIS OF FUEL DOCK/DINNER KEY MARINA

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Total |
|---------------------------------------|---------------|---------------|---------------|---------------|----------------------|---------------|---------------|
| Capital Outlay Costs | \$592,580.00 | | | | | | |
| Estimated Gallons Sold @\$1.99 | 288,000 | 316,800 | 348,480 | 383,328 | 421,661 | 463,827 | 2,222,096 |
| REVENUES | | | | | | | |
| Projected Revenues | \$ 573,120.00 | \$ 630,432.00 | \$ 693,475.20 | \$ 762,822.72 | \$ 839,104.99 | \$ 923,015.49 | \$ 4,421,970 |
| Total Revenues | | | | | | | |
| EXPENSES | | | | | | | |
| Cost of fuel @\$1.54 | \$ 443,520.00 | \$ 487,872.00 | \$ 536,659.20 | \$ 590,325.12 | \$ 649,357.63 | \$ 714,293.40 | \$ 3,422,027 |
| Personnel Cost | \$ 6,351.00 | \$ 6,541.53 | \$ 6,868.61 | \$ 7,212.04 | \$ 7,572.64 | \$ 7,951.27 | \$ 42,497 |
| Insurance* | - | - | - | - | - | - | - |
| Credit Card Charges | \$ 6,447.60 | \$ 6,641.03 | \$ 6,840.26 | \$ 7,045.47 | \$ 7,256.83 | \$ 7,474.54 | \$ 41,706 |
| Utilities | \$ 3,600.00 | \$ 3,708.00 | \$ 3,819.24 | \$ 3,933.82 | \$ 4,051.83 | \$ 4,173.39 | \$ 23,286 |
| Maintenance/Repair | \$ 2,800.00 | \$ 2,856.00 | \$ 2,913.12 | \$ 2,971.38 | \$ 3,030.81 | \$ 3,091.43 | \$ 17,663 |
| Total Expenses | \$ 462,718.60 | \$ 507,618.56 | \$ 557,100.43 | \$ 611,487.82 | \$ 671,269.74 | \$ 736,984.01 | \$ 3,547,179 |
| Net Operating Surplus | \$ 110,401.40 | \$ 122,813.44 | \$ 136,374.77 | \$ 151,334.90 | \$ 167,835.25 | \$ 186,031.48 | \$ 874,791.24 |
| Return on Investment | \$ 110,401.40 | \$ 233,214.84 | \$ 369,589.62 | \$ 520,924.51 | \$ 688,759.76 | \$ 874,791.24 | |

Notes:
 Cost to be provided by broker upon completion of their analysis



**PREPARED BY ATC ASSOCIATES FOR:
CITY OF MIAMI DINNER KEY MARINA
PUBLIC BOAT DOCKING & MOORING
FACILITIES**



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 6/19/03

NAME OF PROJECT: ENVIRONMENTAL & TITLE SERVICES FOR REAL PROPERTY
LOCATED AT: 1) 6150 NE 4TH AVE., 2) & 3) 299 & 303 NE 59TH TERRACE

INITIATING DEPARTMENT/DIVISION: Economic Development

INITIATING CONTACT PERSON/CONTACT NUMBER: Keith Carswell, Director - 303.416.1411

C.I.P. DEPARTMENT CONTACT: Fernando Paiva - 305.416.1242

RESOLUTION NUMBER: 02-395 CIP/PROJECT NUMBER: 331412

ADDITIONAL PROJECT NUMBER:

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,

TOTAL DOLLAR AMOUNT: \$ 10,200.00

SOURCE OF FUNDS: HLD Funds - Little Haiti Park Land Acquisition

ACCOUNT CODE(S): CIP # 331412

If grant funded, is there a City match requirement? [] YES [] NO

AMOUNT: EXPIRATION DATE:

Are matching funds Budgeted? [] YES [] NO Account Code(s):

Estimated Operations and Maintenance Budget

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Dirk Duval

DESCRIPTION OF PROJECT:

ADA Compliant? [] YES [] NO [] N/A

Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 6/19/03

Approved by Bond Oversight Board? [X] YES [] NO [] N/A DATE APPROVED: 6/24/03

Approved by Commission? [X] YES [] NO [] N/A DATE APPROVED: 4/11/02

Revisions to Original Scope? [] YES [] NO (If YES see Item 5 below)

Time Approval [] 6 months [] 12 months Date for next Oversight Board Update:

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

Has a conceptual cost estimate been developed based upon the initial established scope? [] YES [] NO If yes,

DESIGN COST:

CONSTRUCTION COST:

Is conceptual estimate within project budget? [] YES [] NO

If not, have additional funds been identified? [] YES [] NO

Source(s) of additional funds:

Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:

Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED:

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: Keith Carswell, Director - 303.416.1411

Justifications for change:

Description of change:

Fiscal Impact [] YES [] NO HOW MUCH?

Have additional funds been identified? [] YES [] NO

Source(s) of additional funds:

Time impact

Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:

Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED:

6. COMMENTS: On April 22, 2003 - funds to be used for title insurance and environmental services for the 3 parcels being conveyed to us by the County, subject to Bond Counsel. Subject to bond counsel

APPROVAL: [Signature] BOND OVERSIGHT BOARD

DATE: June 24, 2003

INTER-OFFICE MEMORANDUM

TO: Homeland Defense/Neighborhood Improvement
Bond Oversight Board

DATE: June 6, 2003

FILE :

SUBJECT: Acquisition of Real Property Located at
6150 NE 4th Av. 299 & 303 NE 59th
Terrace

FROM: 
Keith Carswell, Director
Department of Economic Development

REFERENCES :

ENCLOSURES:

This memorandum serves to request recommendation of the Homeland Defense/Neighborhood Improvement Bond Oversight Board for funds in the amount of Ten Thousand Two Hundred (\$10,200) dollars to procure a Phase I Environmental Site Assessment report, and title related services for the properties located at 6150 Northeast 4th Avenue, 299 Northeast 59th Terrace, and 303 Northeast 59th Terrace (the "Properties"). The acquisition of the above-referenced properties is related to the development of Little Haiti Park. These properties are owned by Miami-Dade County ("County") and are being conveyed to the City of Miami ("City") at no cost.

On April 22, 2003 the properties were presented before the Bond Oversight Board as part of a package of seven parcels to be acquired for Little Haiti Park. At that meeting funding was recommended for four of the seven parcels, in the amount of Four Hundred Eighty Three Thousand Eight Hundred Ten (\$483,810) dollars to cover the cost of acquisition including the costs of survey, appraisal, environmental, title insurance, and demolition where applicable. The three remaining properties were being conveyed to the City at no cost, therefore recommendation for funds were not requested at that time.

In the process of conducting our due diligence the Department of Economic Development received an estimate in the amount of Nine Thousand Seven Hundred Fifty (\$9,750) dollars to perform environmental due diligence for all seven parcels, Five Thousand Five Hundred and Fifty (\$5,550) dollars of which was already recommended by the Bond Oversight Board on April 22, 2003. Leaving a remainder of Four Thousand Two Hundred (\$4,200) dollars to cover the cost of the remaining three County owned properties. In addition our department has estimated a cost of approximately Six Thousand (\$6,000) dollars to cover the cost of title work related to the acquisition of the three County owned parcels. In order to conduct our due diligence of the three County owned parcels we are requesting your recommendation for an additional Ten Thousand Two Hundred (\$10,200) dollars to cover these cost.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 7/22/03 DISTRICT: 5
NAME OF PROJECT: LITTLE HAITI PARK - ADJACENT LAND APPRAISALS
INITIATING DEPARTMENT/DIVISION: Economic Development
INITIATING CONTACT PERSON/CONTACT NUMBER: Dirk Duval / 305.416.1458 & Madeline Valdes / 305.416.1461
C.I.P. DEPARTMENT CONTACT: _____
RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331412
ADDITIONAL PROJECT NUMBER: _____ (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$7,750
SOURCE OF FUNDS: HLDNI Bonds - Little Haiti Park Land Acquisition & Development
ACCOUNT CODE(S): CIP # 331412

If grant funded, is there a City match requirement? YES NO
AMOUNT: _____ EXPIRATION DATE: _____
Are matching funds Budgeted? YES NO Account Code(s): _____
Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: Dirk Duval and Keith Carswell
DESCRIPTION OF PROJECT: Appraisal services for property located at 6311 - 29 NE 2 Avenue. (Parcel 92) Two appraisals.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 7/15/03
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 7/22/03
Approved by Commission? YES NO N/A DATE APPROVED: NA
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: 1/04

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
DESIGN COST: _____
CONSTRUCTION COST: _____
Is conceptual estimate within project budget? YES NO
If not, have additional funds been identified? YES NO
Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE
Individuals / Departments who provided input: _____
Justifications for change: _____
Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
Have additional funds been identified? YES NO
Source(s) of additional funds: _____
Time impact _____
Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: Request City to revise appraisal quotes.

APPROVAL: Madeline Valdes DATE: July 22, 2003
BOND OVERSIGHT BOARD

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

Homeland Defense/Neighborhood Improvement

June 14, 2003


Keith Carswell, Director
Department of Economic Development

Procurement of Appraisal
Services for property located at
6311-29 NE 2nd Avenue for Little
Haiti Park

As part of the development of Little Haiti Park the Department of Economic Development has identified the property located at 6311-29 Northeast 2nd Avenue as a potential site for acquisition within the proposed park boundaries. New Bethany Baptist Mission, Inc. ("Property Owner's") has been approached regarding the possible acquisition, and has granted our department permission to determine a fair market value for the purchase of the property.

This memorandum serves to request recommendation of the Homeland Defense/Neighborhood Improvement Bond Oversight Board for funds in the amount of Seven Thousand Seven Hundred and Fifty (\$7,750) dollars to procure (2) Appraisals related to the negotiation and potential purchase of the property located at 6311-29 Northeast 2nd Avenue.

KC:mv:dd: m BOBappraisal6311-29NE2ndAV

| BID TABULATION Master - CATEGORY A | | JOB NO. A2315 | | | | |
|---|------------------|------------------------|------------------|--|-----------|-----------------|
| Appraisal App95-96.xls | | APP95-96.XLS / BID | | | | |
| SUBJECT PROPERTY : 6311-29 NE 2nd Avenue | | Biging 5/1/97 7/1/2003 | | | | |
| APPRAISAL COMPANY NAME | FEE FORM REPORTS | NARRATIVE REPORTS | TIME TO COMPLETE | MINORITY STATUS % of ownership / % of employment | Ethnicity | EXPERIENCE RATE |
| 1 Alhale, Joseph, MAI J.B. Alhale and Assoc., Inc. 3121 Commodore Plaza, Ste. 200 B Miami, Fla. 33133 (786) 552-0960 / Fax (786) 552-0970 | | Declined | 30 days | 50% / 50% Non- Minority | Balkan | |
| 2 Allen, Ted V.P. Manager Blake, Joseph J & Associate, Inc. 255 Alhanbra Circle, Ste.680 Miami Fla.33134 448-1663 / Fax 448-7077 | | \$4,000 | | 0% / 30% Non- Minority | Anglo | |
| 3 Gallaher Jr., Robert, MAI Hegth -peth & Gallaher 7400 SW 50th Ter. Ste. 201 Miami ,Fla. 33155 663-1140/ Fax 663-1130 | | Declined | | 0% / 50% Non- Minority | Anglo | |
| 4 Mrs Linda Molinari, CEG Prestige Appraisal Service, Inc. 2050 Coral Way, Ste. 514 Miami, Fla. 33145 856-8088 / Fax 856-8098 | | Did not submit | | Female | Anglo | |
| 5 Mark J. Quinlivan, MAI 5730 NW 74 St.,Ste. 300 South Miami ,Fla. 33143 663-6611 / Fax 665-4921 | | Did not submit | 30 days | 0% / 20% Non- Minority | Anglo | |
| 6 Lee Waronker, MAI Waronker and Rosen, Inc. 5730 SW 74 Street, Ste.200 South Miami , Fla. 33143 665-8890 / Fax 665-5188 | | \$3,750 | | 0% / 0% Non- Minority | Anglo | |
| 7 Integra Appraisal & R.E. Economics Assoc. Cannon, Mikael Y., MAI Areaa ,Inc. 9400 S. Dadeland Blvd. 33156 Penthouse One Miami,Fla. 33156 670-0001/ Fax 670-2276 | | \$4,800 | 30 days | 0% / 20% Non- Minority | Anglo | |



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

13 schedule update
Please attach
lists we were
provided with
in 10/22/02

1. DATE: October 22, 2002
NAME OF PROJECT: Fire - Rescue Homeland Defense Preparedness Initiatives
INITIATING DEPARTMENT/DIVISION: Fire-Rescue
INITIATING CONTACT PERSON/CONTACT NUMBER: Chief Maurice Kemp / 305.416.1603
C.I.P. DEPARTMENT CONTACT: _____
RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 313305
ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: 5,500,000.00 (1,500,000.00 was approved today for use)

SOURCE OF FUNDS: \$ Fire Rescue Homeland Defense ACCOUNT CODE(S): _____
Preparedness Initiative CIP # 313305

If grant funded, is there a City match requirement? YES NO
AMOUNT: _____ EXPIRATION DATE: _____
Are matching funds Budgeted? YES NO Account Code(s): _____
Estimated Operations and Maintenance Budget N/A

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: Chief Maurice Kemp

DESCRIPTION OF PROJECT: Purchase of Homeland Defense Fire-Rescue Equipment

Approved by Audit Committee? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 10/22/02
Approved by Commission? YES NO N/A DATE APPROVED: _____
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: 4/22/2003 & 10/22/03

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
DESIGN COST: _____
CONSTRUCTION COST: _____
Is conceptual estimate within project budget? YES NO
If not, have additional funds been identified? YES NO
Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE
Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
Have additional funds been identified? YES NO
Source(s) of additional funds: _____

Time impact _____
Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: Purchase of equipment valued at \$150,000 or less be made within 6 months of approval, and Purchase of equipment valued at \$150,000 or more be made within 1 year of approval.

APPROVAL: Robert O. Frank DATE: May 2, 2003
BOND OVERSIGHT BOARD

| CIP PROJECT: 313305 | | Homeland Defense/Neighborhood Improvement Bond | | | | | | | | |
|---|---------------------|--|-------------------|------------------|-----------------|---|-----------------------------|------------------------|------------------------|------------------------|
| Fire-Rescue Homeland Defense Preparedness Initiative | | | | | | | | | | |
| Appropriations | | | | | | | 200,000.00 | | | |
| Funding Sources: | | | | | | | | | | |
| Homeland Defense/Neighborhood Improvement Bond | | | | | | | 1,500,000.00 | | | |
| Total: \$ | | | | | | | 1,500,000.00 | | | |
| Expenditures | | | | | | | | | | |
| Vendor/Description | Allocation | Contract Amount | Payments to Date | Contract Balance | Running Balance | Comments | Vendor | Req./P.O. # | | |
| Incident command vehicle | 200,000.00 | - | - | - | 1,500,000.00 | | | | | |
| Technical rescue vehicle | 225,000.00 | - | - | - | 1,500,000.00 | | | | | |
| Terrorist cache vehicle | 150,000.00 | - | - | - | 1,500,000.00 | | | | | |
| Domestic Security equipment - Original Allocation of \$450,000 | - | - | - | - | 1,500,000.00 | | | | | |
| Terrorist cache equipment - Original Allocation of \$475,000 | - | - | - | - | 1,500,000.00 | | | | | |
| Lobster bar cutter | 1,750.00 | 1,750.00 | 1,750.00 | - | 1,498,250.00 | Signed req on 3-31-03 | Fastcut Industries, Inc. | P233003 | | |
| Welding equipment | 1,600.25 | 1,600.25 | 1,600.25 | - | 1,496,649.75 | Signed req on 3-31-03 | Matheson Tri Gas, Inc. | P232998 | | |
| Hydra ram with 8" opening thrust plus freight | 1,718.22 | 1,718.22 | 1,718.22 | - | 1,494,931.53 | Signed req on 3-31-03 | Ten-8 Fire Equipment, Inc. | P232999 | | |
| Air hammer 911 master kit | 1,874.94 | 1,874.94 | 1,874.94 | - | 1,493,056.59 | Signed req on 3-31-03 | Ten-8 Fire Equipment, Inc. | P233000 | | |
| Hydraulic cut-off ringsaw | 4,497.64 | 4,497.64 | 4,497.64 | - | 1,488,558.95 | Signed req on 3-31-03 | Team Equipment, Inc. | P233258 | | |
| Hydraulic hammer, breakers, etc | 22,123.66 | 22,123.66 | 22,123.66 | - | 1,468,435.29 | Signed req on 3-31-03 | Stanley Hydraulic Tools | P233257 | | |
| Chiseling hammer, drill, etc. | 9,244.10 | 9,244.10 | 9,244.10 | - | 1,457,191.19 | Signed req on 3-31-03 | Hilti, Inc. | P233038 | | |
| Paratech Acme Thread struts | 36,014.50 | 36,014.50 | 36,014.50 | - | 1,421,176.69 | | Team Equipment, Inc. | P233478 | | |
| Searchcam 2000 Victim Location Standard Probe | 22,340.00 | 22,340.00 | 22,340.00 | - | 1,398,836.69 | Signed req on 4-23-03 | Search Systems Inc. | P233276 | | |
| WMD 1st Responder Hardline Communication Kit | 12,593.28 | 12,593.28 | 12,593.28 | - | 1,386,243.41 | Signed req on 4-23-03 | Fisher Scientific Company | P233443 | | |
| Holmatro extrication tools and accessories | 164,704.00 | 164,704.00 | 164,704.00 | - | 1,221,539.41 | signed memo on 4-29-03 | Ten-8 Fire Equipment, Inc. | P234365 | | |
| 4 NT Rescue Air Bags with Accessories & 2 Rapid Stair Cribbing Sets | 41,082.00 | 41,082.00 | 41,082.00 | - | 1,180,457.41 | signed memo on 4-25-03; CC mtg of July 10, 2003 | Sunshine Fire Equipment | P235347 | | |
| Gas detectors and related equipment | 8,024.74 | 8,024.74 | | 8,024.74 | 1,180,457.41 | Signed req on 5-6-03 | Fisher Scientific Company | P233680 | | |
| Beryllium equipment | 2,359.53 | 2,359.53 | 2,359.53 | - | 1,178,097.88 | Signed req on 5-6-03 | Fisher Scientific Company | P233718 | | |
| Water pressure extinguishers | 250.00 | 250.00 | 250.00 | - | 1,177,847.88 | Signed req on 5-6-03 | Ten-8 Fire Equipment, Inc. | P233565 | | |
| MiniRAE Plus lamp | 560.50 | 560.50 | 560.50 | - | 1,177,287.38 | | Safeco | P234450 | | |
| Haz Cat Kit | 2,325.00 | 2,325.00 | 2,325.00 | - | 1,174,962.38 | Signed req on 5-6-03 | Haztech Systems Inc. | P233523 | | |
| Corded Sawzall and other equipment | 2,101.24 | 2,101.24 | 2,101.24 | - | 1,172,861.14 | Signed req on 5-6-03 | Fisher Scientific Company | P233577 | | |
| Mercury monitors, turbojets, med-X Foam Tube | 8,959.92 | 8,959.92 | 8,959.92 | - | 1,163,901.22 | Signed req on 5-19-03 | Municipal Equipment Company | P233787 | | |
| Bad Box 30 (10 ea Anthrax/Ricin/Botax) | 2,450.00 | 2,450.00 | 2,450.00 | - | 1,161,451.22 | | International Security | P233161 | | |
| Command Video receiver | 3,952.29 | 3,952.29 | | 3,952.29 | 1,161,451.22 | | Search Systems Inc. | P234021 | | |
| Hazmat smart-strip chemical identification badge | 1,005.28 | 1,005.28 | 1,005.28 | - | 1,160,445.94 | | Safety Solutions | P233912 | | |
| 2 AraeRAE gas detection systems and 4 detector monitors | 30,900.00 | 30,900.00 | | 30,900.00 | 1,160,445.94 | CC mtg on 7-24-03; signed req on 10-27-03 | Rae Systems Inc. | P041438 | | |
| cost difference due against PO 233523 | 550.00 | 550.00 | 550.00 | - | 1,159,895.94 | signed req on 7-2-03 | Haztech Systems Inc. | P234278 | | |
| Sax's Dangerous Properties of Haz materials | 1,045.90 | 1,045.90 | 1,045.90 | - | 1,158,850.04 | | Lab Safety Supply | P234011 | | |
| Scott MPC Plus cartridge for full-face respirators, personal protection CPF2, etc. | 15,804.94 | 15,804.94 | 15,804.94 | - | 1,143,045.10 | signed req on 7-28-03 | Fisher Scientific Company | P234974 | | |
| Gear bags | 690.00 | 690.00 | 690.00 | - | 1,142,355.10 | signed req on 7-28-03 | Flagler Surplus | P234867 | | |
| Standard petrogen package and various accessory items | 1,596.00 | 1,596.00 | 1,596.00 | - | 1,140,759.10 | signed req on 7-28-03 | Petrogen, Inc. | P234906 | | |
| 2-head strobe lights | 747.00 | 747.00 | 747.00 | - | 1,140,012.10 | signed req on 8-13-03 | Lab Safety Supply | P234872 | | |
| Stomp 2 Medical Backpacks | 5,454.00 | 5,454.00 | 5,454.00 | - | 1,134,558.10 | signed req on 10-27-03 | Blackhawk Industries, Inc. | P040351 | | |
| Diving equipment such as surface communication station, tanks, chargers, etc | 21,965.00 | 21,965.00 | 21,333.00 | 632.00 | 1,113,225.10 | signed req on 10-27-03 | Austin Diving Center | P040982 | | |
| MFG part | 3.40 | 3.40 | 3.40 | - | 1,113,221.70 | | Tri Gas, Inc. | DP314247 | | |
| HazMat Chemical Identifier and Portable Handheld Chemical Detection Monitoring System | 65,465.00 | | | - | 1,113,221.70 | Bid No. 02-03-211 | | | | |
| HRS-92 Ogura Rescue System Kit | 24,259.98 | 24,259.98 | 24,259.98 | - | 1,089,961.72 | | Ogura Hypower Corp | P040634 | | |
| Shelves for each of the 4 trailers | 4,758.00 | 4,758.00 | 4,758.00 | - | 1,084,203.72 | | Kendall Trailers | P040874 | | |
| Haz Material Handbook for Emergency Response | 4,315.96 | 4,315.96 | | 4,315.96 | 1,084,203.72 | | Fisher Scientific Company | P041391 | | |
| EMERGENCY RESPONSE | 1,104,086.27 | 483,621.27 | 415,796.28 | 47,824.99 | | | | | | |
| Balance of Appropriations: \$ | | | | | | | 395,913.73 | \$ 1,036,378.73 | \$ 1,084,203.72 | \$ 1,452,175.01 |

**THE CITY OF MIAMI, FLORIDA
DEPARTMENT OF FIRE-RESCUE**

| QTY | DESCRIPTION | PRICE |
|--------------|-----------------------------|------------------------|
| 1 | Incident Command Vehicle | \$ 200,000.00 |
| 1 | Technical Rescue Vehicle | \$ 225,000.00 |
| 1 | Terrorist Cache Vehicle | \$ 150,000.00 |
| | Domestic Security Equipment | \$ 450,000.00 |
| | Terrorist Cache Equipment | \$ 475,000.00 |
| | | |
| TOTAL | | \$ 1,500,000.00 |
| | | |

*Items are listed in order of priority.

Incident Command Vehicle

This vehicle will serve as a Mobile Command Post on the scene of major incidents. The vehicle will be equipped with wireless Internet access to allow access to other agencies, databases and the City's Communication center.

Technical Rescue Vehicle

The Department of Fire-Rescue's Technical Rescue Team specializes in confined space, trench and high angle/rope rescues. The team operates out of fire station 6. This vehicle will be used to store specialty equipment used by the team and for the rapid transport of this equipment to the scene.

Terrorist Cache Vehicle

This vehicle will be used for storage and rapid transport to the scene of the cache during a manmade or naturally occurring disaster.

Domestic Security/Terrorist Cache Equipment

This equipment will include the following:

- Antidotes/Medicines - These drugs will be used for the rapid treatment of a large number of individuals. The victims treated could include rescue personnel as well as citizens.
- Medical Equipment - This equipment will be essential for providing treatment at mass casualty incidents.

**THE CITY OF MIAMI, FLORIDA
DEPARTMENT OF FIRE-RESCUE**

- Level "A" Protective Suits - Fully encapsulated suits will protect fire personnel while operating in a chemical or biological environment.
- Decontamination Showers - Will be utilized to decontaminate a large number of people at a major chemical or biological incident.
- Atmospheric Sampling/Monitoring Equipment - This equipment will be used to sample and monitor. The equipment will determine the presence of chemical, biological or radiological agents.
- Fiber Optic & Listening Devices - This equipment will be used to look and listen for trapped victims in confined spaces or beneath collapsed structures.
- Tents - These tents will be used to provide shelter for rescuers and citizens during extended operations.
- Portable Air Conditioners - Will be used to expedite the physical rehabilitation (recovery) of rescue personnel working a major incident. May also be used to cool civilians during extended operations.

WWB/MLK/acp



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 7/22/03 DISTRICT: 2
NAME OF PROJECT: BICENTENNIAL PARK ENVIRONMENTAL PHASE I-II, TANK REMOVAL
INITIATING DEPARTMENT/DIVISION: Economic Development
INITIATING CONTACT PERSON/CONTACT NUMBER: Bob Schwarzreich 305.416.1418
C.I.P. DEPARTMENT CONTACT: _____
RESOLUTION NUMBER: R-02-1200 CIP/PROJECT NUMBER: 331418
ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$90,000
SOURCE OF FUNDS: Bicentennial Park Improvements
ACCOUNT CODE(S): CIP # 331418
If grant funded, is there a City match requirement? YES NO
AMOUNT: _____ EXPIRATION DATE: _____
Are matching funds Budgeted? YES NO Account Code(s): _____
Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: Bob Schwarzreich and Evans Environmental & Geosciences
DESCRIPTION OF PROJECT: Environmental site assessment and remediation services for the Bicentennial Park Project.

ADA Compliant? YES NO N/A
Approved by Audit Committee? YES NO N/A DATE APPROVED: 7/15/03
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 7/22/03
Approved by Commission? YES NO N/A DATE APPROVED: 10/29/02
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: 1/04

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
DESIGN COST: _____
CONSTRUCTION COST: _____
Is conceptual estimate within project budget? YES NO
If not, have additional funds been identified? YES NO
Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE
Individuals / Departments who provided input: _____
Justifications for change: _____
Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
Have additional funds been identified? YES NO
Source(s) of additional funds: _____

Time impact _____
Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: Final report to be filed with CIP. Send us a memo. Only cost \$75,000, but even though commission approved for \$90,000, excess must come back to CIP budget if not needed by consultant.
APPROVAL: Robert C. Bonds DATE: July 22, 2003
BOND OVERSIGHT BOARD

small pavilions and large pavilions, and restoration of a tunnel as a part of the scope of work. The bidding process has been completed for this project and recommendation of a contractor will be presented for City Commission consideration at the July 24, 2003 City Commission meeting. Estimated cost of restoration of the structures is approximately \$1,108,179. This amount represents estimated construction costs, only. Approximately \$126,000 of additional funding is needed in order to complete the scope of work. The Parks Dept. may have Safe Neighborhood Parks Bond funds available to assist with the additional funding necessary to complete this scope of work.

The Audit Subcommittee recommended approval of this project and requested an update by March 2004.

HD/NIB MOTION 03-55

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD (THE BOARD) AUDIT SUBCOMMITTEE OF THE VIRGINIA KEY PARK IMPROVEMENTS PROJECT; FURTHER THAT THE DEPARTMENT OF CAPITAL IMPROVEMENT PROJECTS WILL PROVIDE AN UPDATE OF THE PROJECT BY MARCH OF 2004.

MOVED: M. REYES
SECONDED: W. HARVEY
ABSENT: R. AEDO; L. CABRERA
M. CRUZ; R. VANGATES;
S. CASERES

Note for the Record: Motion passed by unanimous vote of all Board Members present.

• Bicentennial Park Improvements Project.

Presentation by Sandra Vega of the CIP Dept. Ms. Vega is the Project Manager for this project. The City Commission approved approximately \$90,000 for the environmental portion of this project, which came in at approximately \$75,000 (\$15,000 less than

anticipated). This work has been completed. The project is being managed by the Planning Dept. Photos of work being done on this project will be included on the Board's website.

After-the-fact approval of this project was recommended and the Audit Subcommittee requested that an update and final report be presented to the Board by January 2004.

Chairman Flanders commented that this project is of great significance to the City, inasmuch as the consensus regarding this property was that because of the Belcher Oil existence on the property in prior years, Bicentennial Park would be rendered a brownsfield site. But, in fact, the phase one and phase two environmental studies of the property indicated otherwise.

HD/NIB MOTION 03-56

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD (THE BOARD) AUDIT SUBCOMMITTEE OF THE BICENTENNIAL PARK ENVIRONMENTAL REMEDIATION PROJECT; FURTHER THAT THE BOARD BE PROVIDED AN UPDATE OF THE PROJECT BY JANUARY 2004.

MOVED: M. REYES
SECONDED: W. HARVEY
ABSENT: R. AEDO; L. CABRERA;
M. CRUZ; R. VANGATES; S. CASERES

Note for the Record: Motion passed by unanimous vote of all Board Members present.

Presentation by Sandra Vega of the CIP Dept. on the Bicentennial Seawall Restoration Project. The project encompasses approximately 3,000 linear feet of shoreline. Consultants Edwards and Kelcey completed a structural study of this project back in November 2002 which revealed major damage to the structure, not only on the surface, but also underwater. A review of the structural study indicated that almost the entire 3,000

Members of the Homeland Defense
Neighborhood Improvement Bond Board
and Oversight Board Committee

Acquisition of Environmental
Services from EE&G

Keith A. Carswell, Director
Department of Economic Development

Resolution 02-1200

RECOMMENDATION:

In its meeting of October 28, 2002, the City Commission adopted the attached Resolution for the acquisition of environmental site assessment and remediation services for the Bicentennial Park Project from Evans Environmental & Geosciences (EE&G), under existing State of Florida SNAPS II Contract No. 9731896-3, effective through May 1, 2003, and subject to any extensions, in an amount not to exceed \$90,000. Funds for said purpose were allocated via said resolution from the Capital Improvement Project Fund entitled "Bicentennial Park," Account Code No 331418.

At this time, 95% of the work associated with the Commission's directive is complete. Accordingly, invoices have been submitted by the consultant, EE&G, for their services. However, it has been brought to our attention that in fact this fund is under the purview of the Homeland Defense Neighborhood Improvement Bond Board and its sub-committees. Therefore, as required by internal procedures, this item is being presented before you for your consideration.

BACKGROUND:

The City desires to move forward in planning for the future of Bicentennial Park. A prerequisite for this activity is a complete environmental assessment of Bicentennial Park. The City previously engaged the services of EE&G in 1999 to conduct Phase I Environment Site Assessment (ESA) of Bicentennial Park. The findings were reported in the September 1999 Phase I ESA report. The report revealed several recognized environmental conditions. This included: potential for release of petroleum hydrocarbon constituents and lead from the underground storage tanks (USTs); documented petroleum contamination on the northern adjoining property formerly occupied by Belcher Asphalt and Oil Company; and use of fill for former boat slips without documentation that fill material met the Miami-Dade County Clean Soil Criteria.

Based on the Phase I ESA findings, it was recommended that soil and groundwater samples be collected on the property to assess for the presence of petroleum, solvent or heavy metal impacts; these impacts may have originated from historic on-site and off-site usage.

As a result of the Phase I ESA, funds were allocated by the City Commission in an amount not to exceed \$90,000 from the Capital Improvement Project Fund entitled "Bicentennial Park," Account Code No. 331418.

Cc: Linda Haskins, Chief Financial Officer
Carmen Sanchez, Business Development Coordinator
Robert Schwarzreich, Economic Planner



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 7/22/03 DISTRICT: 2
 NAME OF PROJECT: BICENTENNIAL PARK SEAWALL/SHORELINE STABILIZATION
 INITIATING DEPARTMENT/DIVISION: CIP
 INITIATING CONTACT PERSON/CONTACT NUMBER: Sandra Vega 305.416.1243
 C.I.P. DEPARTMENT CONTACT: Sandra Vega
 RESOLUTION NUMBER: R-03-256 CIP/PROJECT NUMBER: 331418
 ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$42,171 should be Total \$42,171 (completed) \$378,407 for construction, document, and management -
 ongoing
 SOURCE OF FUNDS: Bicentennial Park Improvements
 ACCOUNT CODE(S): CIP # 331418

If grant funded, is there a City match requirement? YES NO
 AMOUNT: _____ EXPIRATION DATE: _____
 Are matching funds Budgeted? YES NO Account Code(s): _____
 Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:
 Individuals / Departments who provided input: Sandra Vega and Edwards & Kelcey Consultant
 DESCRIPTION OF PROJECT: Phase I (\$42,764) for programming and schematic design and Grant Application. \$378,407 consulting services for shoreline stabilization which includes design, construction, documents, bidding and negotiation phase, administration of construction contract and post construction administration.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 7/15/03
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 7.27.03
 Approved by Commission? YES NO N/A DATE APPROVED: 3/27/03
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: 1/04

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
 Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
 DESIGN COST: _____
 CONSTRUCTION COST: _____
 Is conceptual estimate within project budget? YES NO
 If not, have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE
 Individuals / Departments who provided input: _____
 Justifications for change: _____
 Description of change: _____

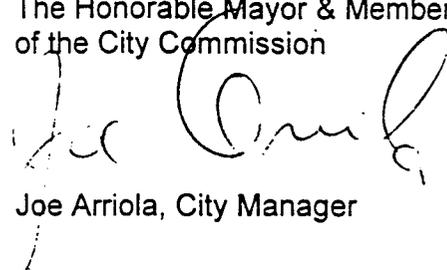
Fiscal Impact YES NO HOW MUCH? _____
 Have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Time impact _____
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: Approximately \$9,000,000 for phase I & II - applying for \$700,000 FIND Grant. Initial work will be for construction drawings, construction management, permitting \$5,870,000 for phase I. Have to have money before bidding. Balance of funds should be allocated from unallocated funds so they can begin project before something catastrophic occurs or permits expire or costs go up. -> 2 million has since been allocated for Phase I. An extended warranty should be obtained from the construction firm
 APPROVAL: Robert C. Hand DATE: July 22, 2003
 BOND OVERSIGHT BOARD

INTER-OFFICE MEMORANDUM

TO : The Honorable Mayor & Members
of the City Commission

FROM : 
Joe Arriola, City Manager

DATE : FILE

SUBJECT : Execution of Professional
Services Agreement for
Consulting Services -
Bicentennial Park

REFERENCES : Shoreline Stabilization

ENCLOSURES:

RECOMMENDATION

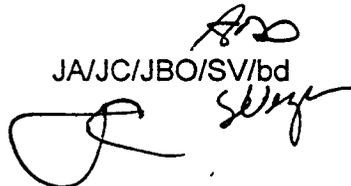
It is respectfully recommended that the City Commission adopt the attached Resolution authorizing the City Manager to negotiate and execute, in a form acceptable to the City Attorney, a Professional Services Agreement with Edwards and Kelcey, Inc., professional consultants, for professional services not to exceed \$378,407.00 for projects related to the Bicentennial Park Shoreline Stabilization project.

BACKGROUND

The Department of Capital Improvements has analyzed the need to enter into an agreement with a general engineering firm for the development of the Bicentennial Park Shoreline Stabilization project. The project consists of preparing working drawings necessary for the repair of the seawall and the shoreline stabilization for Bicentennial Park. Edwards and Kelcey, Inc. was selected from the Department of Capital Improvements list of pre-approved consultants. Negotiation for the cost of professional services, not to exceed \$378,407.00, which includes design development, construction documents, bidding and negotiation phase, administration of the construction contract, and post construction administration, is necessary to ensure that the City receives an equitable proposal. Homeland Defense/Neighborhood Improvements Bonds Funds have been identified from CIP Project #331418 entitled "Bicentennial Park Improvements" as appropriated by Capital Improvements Ordinance No. 12280 as amended.

FISCAL IMPACT

None


JA/JC/JBO/SV/bd



Budgetary Impact Analysis

Department Capital Improvements Division _____

Commission Meeting Date: February 27th, 2003 (Pocket Item)

Title and brief description of legislation or attached ordinance/resolution:
Professional Services Agreement for Consulting Services for Bicentennial Park

Shoreline Stabilization. Description: The project consist of the replacement of approximately 4,042 L.F. of existing damage seawall

1. Is this item related to revenue? NO Yes (If yes, skip to item #4)
2. Are there sufficient funds in Line Item?

CIP Project #: 331418 (If applicable)

Yes: _____ Index Code: _____ Minor: _____ Amount: _____

No: x Complete the following information:

3. Source of funds: Amount budgeted in the line item: \$ 50,000
- Balance in line item: \$ 50,000
- Amount needed in line item: \$ 378,407

Sufficient funds will be transferred from the following line items:

| ACTION | ACCOUNT NUMBER | TOTAL |
|--------|--------------------------------|------------|
| | Project No./Index/Minor Object | |
| From | 331418/999307/860 | \$ 328,407 |
| From | | \$ |
| To | 331418/999307/270 | \$ 328,407 |
| To | | \$ |

4. Comments: _____

Approved by:

for [Signature]
Department Director/Designee

2/18/03
Date

APPROVALS

Verified by: _____
Dept. of Strategic Planning, Budgeting & Performance
Date: _____

Verified by CIP: (If applicable) [Signature]
Director/Designee Date: 2-18-03



City of Miami

CONSULTANT'S AUTHORIZATION TO PROCEED

To: Edwards and Kelcey Date: January 6th, 2003
 Facility Name: Bicentennial Park Project No.: B-3293
 Project Name: Bicentennial Park Seawall ATP Sequence Number: 001

You are hereby authorized to proceed with the following services:

- Basic Services, through Phase I –
 Programming and Schematic Design
 and Grant Application.
 Additional/Reimbursable Services, as described below:

In accordance with Article(s) 6.F (10) Compensation, of the Resolution No.02-144, of Feb 14th 2002 of the agreement.

This work is to be completed and submitted on or before: March 21, 2003 See attached schedule dated: 11/20/02

Payment for these services shall be: Lump Sum Percentage
 Cost Plus, with total not to Exceed: _____

| | AUTHORIZED DESIGN VALUE | CONSULTANT'S ESTIMATED COST |
|----------------------------|-------------------------|-----------------------------|
| Construction Budget: | \$ 5,000,000.00 | \$ 4,240,000.00 |
| Additive Alternates: | \$ N/A | N/A |
| Total Construction Budget: | \$ 5,000,000.00 | 4,240,000.00 |

| | BASIC SERVICES | | SUPP. SERVICES | | TOTAL | |
|--|----------------|---------------|----------------|---------------|--------------|---------------|
| | \$ | To Be Revised | \$ | To Be Revised | \$ | To Be Revised |
| Total Estimated Fees: | \$ | (% of Basic) | \$ | | \$ | |
| Fee Authorized Through This ATP | \$ 43,000.00 | | \$ N/A | | \$ 43,000.00 | |
| Less Fee Previously Authorized | \$ N/A | | \$ N/A | | \$ N/A | |
| Fee Authorized This ATP: (Not to Exceed) | \$ 43,000.00 | | \$ N/A | | \$ 43,000.00 | |

Distribution:

- 1 Original to Consultant (See Note Below)
- 1 Original to Design Project File
- cc: Senior Acct.
- Project Manager

[Handwritten signature]
 2/12/03

Submitted: *[Signature]*
 Name: Juan B. Ordoñez/Sandra Vega, Project Manager

Recommended: *[Signature]*
 Director, Department of Capital Improvements

Approved: *[Signature]* N.A. Director City Manager

Accepted: *[Signature]* Director City Manager

Edwards and Kelcey

Note to Edwards and Kelcey : Please Sign Both Originals and Return to the Department of Capital Improvements



Transportation
Communications
Building Technologies
Site and Facility Design

November 11, 2002

Mr. Jorge R. Avino, P.E. P.L.S.
Assistant Director
City of Miami
Department of Public Works/Design Division
444 SW 2nd Avenue. 8th Floor
Miami, FL 33130

**Re: Proposal for Engineering Services
Seawall Repairs at Bicentennial Park
FIND's Waterway Assistance
Program Application**

Dear Mr. Avino:

Edwards and Kelcey is pleased to submit this revised proposal for professional services to be rendered for the above referenced project.

Mr. Robert Weinreb of Commissioner Johnny Winton's office has informed us that the City of Miami is planning to submit an application through the Florida Inland Navigational District's Waterways Assistance Program to obtain certain funding to repair/replace the Seawall at Bicentennial Park.

Through this program the District provides assistance to local governments within the District to perform waterways improvement projects.

Mr. Weinreb requested that we submit a proposal to provide engineering services to complete the Waterways Assistance Program Application.

In order to define our Scope of Services, we obtained a complete application package through the District's website with the assistance of Ms. Cathleen C. Vogel, Miami-Dade County District Commissioner.

Based on our review of the Application Checklist and Application forms, Edwards and Kelcey is proposing to provide you with the following:

- **Attachment E-1**
Provide project summary narrative.

7300 North Kendall Drive
Suite 400
Miami, Florida 33156

Voice 305.279.2298
Fax 305.279.5812
www.ekcorp.com

- Attachment E-2
Complete application checklist
- Attachment E-3
Provide project information, identify agency permits required, develop sufficient design and drawing information to conduct preliminary discussions with permitting agencies.
- Attachment E-4
Complete application evaluation and rating forms
- Attachment E-4A
Complete Evaluation and Rating Form that pertain to permitting, project design, construction techniques, and construction materials.
- Attachment E-5
Provide project cost estimate
- Attachment E-6
To be completed by agency applying for financial assistance
- Attachment E-7
Attorney Certification of Title to be completed by City Attorney.
- Attachment E-8
Project Timeline – Present a detailed timeline for permitting, design, bidding, application approvals, initiation of construction and completion of construction.
- County Location Map
Provide drawing
- City Location Map
Provide drawing
- Project Boundary Map
Provide drawing
- Site Development Map
Provide drawing

The above tasks include the items No. 1 through No. 13 on the Applicant Checklist, however, does not include item No. 14 which requires copies of all required permits.

Items 1 through 13 constitutes a complete application and this information will be due in the District's office no later than March 29, 2003. The information in item 14 is due to the District no later than their final TRIM hearing in September 2003.

Proposal also includes coordination with City of Miami staff and their environmental consultants. It is our understanding that the City of Miami will retain environmental consultants to provide a Phase II survey for the park which will include the area affected by the seawall construction. If survey indicates any need for environmental cleanup, the cost of this work will be provided to us to be included in the cost estimate for the seawall repair/replacement project.

Attachment E, Waterways Assistance Program Application obtained from District's website is attached to this proposal.

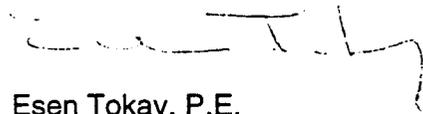
Edwards and Kelcey's lump-sum fee including expenses for the work described would be \$42764.00 (forty two thousand seven hundred sixty four dollars). A breakdown of the work effort required to accomplish the tasks outlined in this proposal is being provided to you under "Exhibit A" (copy attached).

We would be available to start within one week of notice to proceed and complete the services within the required time frame. We also intend to provide you with another proposal for item #14 of the application checklist (providing copies of all required permits) in the near future.

We appreciate the opportunity to submit this proposal and look forward to working for you on this project.

Very Truly yours,

Edwards and Kelcey, Inc.



Esen Tokay, P.E.

cc: Mr. Robert Weinreb
Commissioner Winton's offices/ attachments

EXHIBIT A

Description and breakdown of work effort by task:

- Attachment E-1
Provide project summary narrative. **(2 Hours)**
- Attachment E-2
Complete application checklist. **(2 Hours)**
- Attachment E-3
Provide project information, identify agency permits required, develop sufficient design and drawing information to conduct preliminary discussions with permitting agencies. **(80 Hours)**
- Attachment E-4
Complete application evaluation and rating forms **(40 Hours)**
- Attachment E-4A
Complete Evaluation and Rating Form that pertain to permitting, project design, construction techniques, and construction materials. Complete 15% Construction Documents, Schematic Design Phase. **(260 Hours)**

15% Construction Documents shall include the following:

1. Confirm owner's requirements.
2. Verify adherence to design guidelines, codes and ordinances.
3. Evaluate utility and survey information.
4. Assist preparing soils investigation report.
5. Identify deficiencies in information.
6. Confirm/update site, and utility requirements.
7. Identify City of Miami requirements related to this project.
8. Provide Schematic Design Documents that shall establish the conceptual design of the project illustrating the scale and relationship of project components. Preliminary selection of construction materials shall be noted on the drawings.
9. Develop drawing list for all disciplines.
10. List specification sections and provide preliminary Outline Specifications to be used in Construction Documents.
11. Prepare Outline of Construction Notes.
12. Prepare demolition plans identifying items to be removed.
13. Prepare preliminary site layout plan of bulkhead.
14. Provide preliminary design for steel sheet piling and anchorage systems.
15. Identify segments to be used as future boat slips and provide preliminary design.
16. Prepare typical sections pertaining to the various segments of the bulkheads.
17. Prepare documents for submittal to City of Miami.

EXHIBIT A (Cont'd)

- Attachment E-5
Provide project cost estimate. **(40 Hours)**
- Attachment E-6
To be completed by agency applying for financial assistance. **N/A**
- Attachment E-7
Attorney Certification of Title to be completed by City Attorney. **N/A**
- Attachment E-8
Project Timeline – Present a detailed timeline for permitting, design, bidding, application approvals, initiation of construction and completion of construction. **(24 Hours)**
- County Location Map
Provide drawing **(4 Hours)**
- City Location Map
Provide drawing **(4 Hours)**
- Project Boundary Map
Provide drawing **(4 Hours)**
- Site Development Map
Provide drawing **(4 Hours)**

| | |
|---------------------------|------------------|
| Engineering Tasks | 324 Hours |
| Plans Preparations (CADD) | <u>140 Hours</u> |
| Total | 464 Hours |

| | |
|---|--------------------|
| Principal Engineer - 30 hours @ \$142.00 p/h | \$ 4,260.00 |
| Project Manager – 100 hours @ \$113.00 p/h | \$11,300.00 |
| Professional Engineer – 194 hours @ \$91.00 p/h | \$17,654.00 |
| Engineering Technician – 70 hours @ \$62.00 p/h | \$ 4,340.00 |
| CADD Operator – 70 hours @ \$53.00 p/h | <u>\$ 3,710.00</u> |
| Sub Total | \$41,264.00 |
| Expenses | <u>\$ 1,500.00</u> |
| Total | \$42,764.00 |



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

pls schedule update

1. DATE: October 22, 2002
NAME OF PROJECT: Miami Circle Greenway
INITIATING DEPARTMENT/DIVISION: Miami River Commission
INITIATING CONTACT PERSON/CONTACT NUMBER: Brett Bibeau / 305.361.4850
C.I.P. DEPARTMENT CONTACT:
RESOLUTION NUMBER: R-02-1227 CIP/PROJECT NUMBER: 341211
ADDITIONAL PROJECT NUMBER:

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$125,000.00 (\$25,000 approved for grant matching)
SOURCE OF FUNDS: \$ 25,000 Greenways Improvements ACCOUNT CODE(S):
\$ 100,000.00 Fl. Dept of Env. Protection CIP # 341211

If grant funded, is there a City match requirement? [X] YES [] NO
AMOUNT: \$25,000.00 EXPIRATION DATE:
Are matching funds Budgeted? [] YES [] NO Account Code(s): 341211 Greenways Imp.
Estimated Operations and Maintenance Budget No cost to City of Miami; Maintenance provided by Miami Dade County

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: Dianne Johnson, Economic Development
Brett Bibeau - MRK
DESCRIPTION OF PROJECT: To build the greenway adjacent to the "Miami Circle."

Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED:
Approved by Bond Oversight Board? [X] YES [] NO [] N/A DATE APPROVED: 10/22/02
Approved by Commission? [X] YES [] NO [] N/A DATE APPROVED: 11/19/02
Revisions to Original Scope? [] YES [] NO (If YES see Item 5 below)
Time Approval [X] 6 months [] 12 months Date for next Oversight Board Update: 4/22

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
Has a conceptual cost estimate been developed based upon the initial established scope? [] YES [] NO If yes,
DESIGN COST:
CONSTRUCTION COST:
Is conceptual estimate within project budget? [] YES [] NO
If not, have additional funds been identified? [] YES [] NO
Source(s) of additional funds:

Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED:

5. REVISIONS TO ORIGINAL SCOPE
Individuals / Departments who provided input:
Justifications for change:
Description of change:

Fiscal Impact [] YES [] NO HOW MUCH?
Have additional funds been identified? [] YES [] NO
Source(s) of additional funds:

Time impact
Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED:

6. COMMENTS: 1) That the Planning Dept. of the City of Miami is in agreement with this project. 2) That Carrying/Operating costs of the greenway, including cost of security & maintenance will not be borne by the City.

APPROVAL: [Signature] DATE: 11/19/02
BOND OVERSIGHT BOARD

HD/NIB MOTION 02-22

A MOTION TO RECOMMEND TO THE CITY COMMISSION APPROVAL OF A \$25,000 GRANT TO THE MIAMI RIVER COMMISSION, SAID FUNDS TO BE USED TOWARDS DEVELOPMENT OF THE MIAMI RIVER GREENWAY, SUBJECT TO TWO CONDITIONS: (1) THAT THE PLANNING DEPARTMENT OF THE CITY OF MIAMI IS IN AGREEMENT WITH THE MIAMI RIVER GREENWAY DEVELOPMENT PLAN; (2) THAT CARRYING/OPERATING COSTS OF THE GREENWAY, INCLUDING THE COST OF SECURITY AND MAINTENANCE WILL NOT BE BORNE BY THE CITY OF MIAMI AND VERIFIED DOCUMENTATION BE PROVIDED TO THE CITY COMMISSION THAT THE CITY OF MIAMI WILL NOT BE RESPONSIBLE FOR SAID COSTS; MONIES FOR SAID GRANT TO BE ALLOCATED FROM HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND PROGRAM FUND.

MOVED: D. MARKO
SECONDED: M. REYES
ABSENT: R. CAYARD; M. DUNN; M. LOYAL;
G. RESHEFSKY

Note for the Record: Motion was passed by unanimous vote of all Board Members Present.

Policy Committee:
Governor of State of Florida
Mr. Jeb Bush
Designee: Dr. Pamela Dana

Chair of Miami-Dade Delegation
Representative Rene Garcia
Designee: Ms. Debra Owens

**Chair of Governing Board of
South Florida Water Management
District**
Ms. Trudi K. Williams
Designee: Mr. Gerardo Fernandez

Miami-Dade State Attorney
Ms. Katherine Fernandez-Rundle
Designee: Mr. Gary Winston

Mayor of Miami-Dade County
Mayor Alex Penelas
Designee: Ms. Sandy O'Neil

Mayor of Miami
Mayor Manuel A. Diaz
Designee: Mr. Otto Boudet Murias

City of Miami Commissioner
Commissioner Joe Sanchez
Designee: Mr. Steve Wright

**Miami-Dade County
Commissioner**
Commissioner Bruno Barreiro
Designee: Mr. Alfredo Gonzalez

**Chair of Miami River Marine
Group**
Mr. Charles "Bud" Morton
Designee: Mr. Richard Bunnell

Chair of Marine Council
Mr. Michael Karcher
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**Representative from
Environmental or Civic
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Ms. Janet McAliley
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**Member at Large Appointed by
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Mr. Robert Parks

**Member at Large Appointed by
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Ms. Sara Babun
Designee: Mr. Tom Parker

**Member at Large Appointed by
City of Miami Commission**
Mr. Cleve Jones, Jr.
Designee: Captain Beau Payne

Managing Director
Captain David Miller



Miami River Commission

c/o Rosenstiel School
4600 Rickenbacker Causeway
Miami, Florida 33149
Office: (305) 361-4850
Fax: (305) 361-4755
email: mrc@rsmas.miami.edu

April 10, 2003

Homeland Security and Neighborhood Defense Bond Oversight Board
City of Miami Riverside Center
444 SW 2nd Ave
Miami, FL 33130

Re: Miami Circle Greenway \$25,000 Bond Allocation Update

Dear Bond Oversight Board Audit Committee:

The following documents are submitted per your request for an update of the City of Miami's \$25,000 Homeland Security and Neighborhood Improvement Bond allocation, to partially fund the development of the Greenway at the Miami Circle:

1. Unanimous 11/19/02 City Commission Resolution 02-1227, "authorizing and directing the allocation of funds from the homeland security and neighborhood improvement bond funds, in the amount of \$25,000, to the Miami River Commission for development of the Greenway adjacent to the Miami Circle along the Miami River". To date the Miami River Commission has not received any payments from the City of Miami.
2. Department of State Circle Planning Group's 11/30/01 unanimous resolution to include the Miami River Greenway in the plans for the Miami Circle site. The property is owned by the State of Florida, and is administered through the Department of State's Division of Historical Resources and Miami Circle Planning Group, and the site is managed by Miami-Dade County. The unanimous resolution states in part, "the planning group would endorse incorporating the Miami River Greenway concept into the plans for the Miami Circle, with the proviso that nothing physical would be done to the site without the proposal coming before the Miami River Planning Group."
3. January 15, 2002 letter from the Department of State Division of Historical Resources stating, "the planning group voted in favor of including the Miami Circle site within the Miami River Greenway"
4. January 17, 2002 letter from Miami-Dade County Mayor Alex Penelas stating, "Please accept this letter as the strongest possible endorsement of the funding request submitted by the Miami River Commission to the Florida Department of Protection for support of the Miami River Greenways Trail at the Miami Circle."

J-02-990
11/15/02

RESOLUTION NO. **02-1227**

A RESOLUTION OF THE MIAMI CITY COMMISSION AUTHORIZING AND DIRECTING THE ALLOCATION OF FUNDS, FROM THE HOMELAND SECURITY AND NEIGHBORHOOD IMPROVEMENT BOND FUNDS, IN THE AMOUNT OF \$25,000, TO THE MIAMI RIVER COMMISSION FOR DEVELOPMENT OF THE GREENWAY ADJACENT TO THE MIAMI CIRCLE ALONG THE MIAMI RIVER.

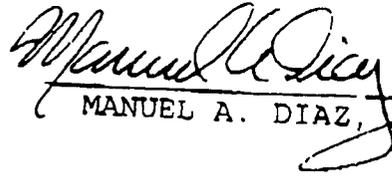
WHEREAS, the Miami River Greenway Action Plan was adopted in principle on May 10, 2001; and

WHEREAS, the Miami River Greenway Action Plan was unanimously recommended by the City's Planning Advisory Board, Historical and Environmental Preservation Board, Waterfront Advisory Board, Urban Design Review Board, and Parks Advisory Board; and

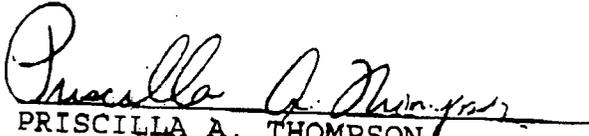
WHEREAS, the City's Homeland Security and Neighborhood Improvement Bond Oversight Board unanimously recommended the approval of an allocation of \$25,000 to the Miami River Commission, as the City's matching funds for a Florida Department of Environmental Protection Agency Grant, in the amount of \$100,000, awarded to the Miami River Commission to

CITY COMMISSION
MEETING OF
NOV 19 2002
Resolution No.
02-1227

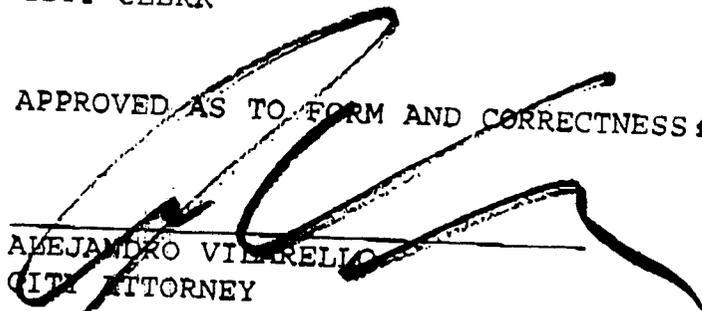
PASSED AND ADOPTED this 19th day of November, 2002.


MANUEL A. DIAZ, MAYOR

ATTEST:


PRISCILLA A. THOMPSON
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS 


ALEJANDRO V. VIRELLO
CITY ATTORNEY

W6715:AS:BSS

MINUTES

MIAMI CIRCLE PLANNING GROUP

Friday, November 30, 2001, 3:30-5:00PM
Historical Museum of Southern Florida
101 West Flagler Street
Miami, Florida

I. Planning Group Members in attendance

Jennifer Beber, President, Beber Silverstein & Partners
Linda Canzanelli, Superintendent, Biscayne National Park
Robert Carr, Executive Director, Archaeological & Historical Conservancy
Christopher Eck, Executive Director, Miami-Dade County Office of Historic Preservation
Jorge Hernandez, Chair, Florida Historic Preservation Advisory Council
Becky Roper Matkov, Executive Director, Dade Heritage Trust
Janet Snyder Matthews, Chair and Director, Florida Division of Historical Resources
Arva Moore Parks McCabe, Presidential Appointee, US Advisory Council for Historic Preservation
Enid Pinkney, Member, Miami-Dade Historic Preservation Board
Michael Spring, Executive Director, Miami-Dade County Department of Cultural Affairs

Absent:

Alejandro J. Aguirre, Publisher, *Diario Las Americas*
James E. Billie, Seminole Tribe of Florida
Greg Bush, President, Urban Environmental League
Billy Cypress, Chairman, Miccosukee Tribe of Florida
Brenda H. Marshall, Senior Project Manager, The Trust for Public Land
Capt. David Miller, Managing Director, Miami River Commission
James Miller, Vice Chair and State Archaeologist, Bureau of Archaeological Research
Parker Thomson, Chairman, Performing Arts Center Trust

II. Attendees

Ava Barnes, Miami-Dade Historic Preservation Board
Gary Beiter, Office of Historic Preservation, Miami-Dade County
J.G. Berger, Alednam Development, Miami
Brett Bibeau, Assistant Director, Miami River Commission (for Capt. David Miller, Managing Director, Miami River Commission)
Bobby C. Billie, Spiritual Leader, Independent Traditional Seminole Nation of Florida

DIVISIONS OF FLORIDA DEPARTMENT OF STATE
Office of the Secretary
Office of International Relations
Division of Elections
Division of Corporations
Division of Cultural Affairs
Division of Historical Resources
Division of Library and Information Services
Division of Licensing
Division of Administrative Services



MEMBER OF THE FLORIDA CABINET
State Board of Education
Trustees of the Internal Improvement Trust Fund
Administration Commission
Florida Land and Water Adjudicatory Commission
Siting Board
Division of Bond Finance
Department of Revenue
Department of Law Enforcement
Department of Highway Safety and Motor Vehicles
Department of Veterans' Affairs

FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State
DIVISION OF HISTORICAL RESOURCES

January 15, 2002

Brett Bibeau, Assistant Director
Miami River Commission
c/o Rosenstiel School of Marine and Atmospheric Science
4600 Rickenbacker Causeway
Miami, FL 33149-1098

Dear Mr. Bibeau: *Brett*

Please find enclosed some of the materials you requested regarding the Miami Circle at Brickell Point site. As you know, this small piece of property represents an unparalleled cooperative effort between state, county and local governments; elected officials; preservation organizations; and members of the public. Not only does the property contain a significant archaeological site, but the location in downtown Miami, the acquisition cost, and the public interest in the Miami Circle helps contribute to the overall importance of the site.

Early in November 2001 the site was nominated to the National Register of Historic Places, and the nomination was unanimously approved by the Florida National Register Review Board and forwarded to the National Park Service. Later in that same month the Miami Circle Planning Group, appointed by Secretary of State Katherine Harris, met to consider the future of the site. Providing public access to the site and restoring access to the Miami River have been major topics considered by the planning group. In order to help further these goals the planning group voted in favor of including the Miami Circle site within the Miami River Greenway. The Department of Environmental Protection's Recreational Trails Program grant seems like an appropriate way to secure funding for the Miami Circle at Brickell Point portion of the Miami River Greenway.

Please feel free to share this letter with the DEP grant staff, and contact me if there is any other way our agency can support the Miami River Commission's efforts.

Sincerely,

Ryan J. Wheeler
Ryan J. Wheeler, Ph.D.
Archaeology Supervisor

500 S. Bronough Street • Tallahassee, FL 32399-0250 • <http://www.flheritage.com>

Director's Office
(850) 245-6300 • FAX: 245-6435

Archaeological Research
(850) 245-6444 • FAX: 245-6436

Historic Preservation
(850) 245-6333 • FAX: 245-6437

Historical Museums
(850) 245-6400 • FAX: 245-6433

Palm Beach Regional Office
(561) 279-1475 • FAX: 279-1476

St. Augustine Regional Office
(904) 825-5045 • FAX: 825-5044

Tampa Regional Office
(813) 272-3843 • FAX: 272-2340

Recreational Trails Program will help us take the next critically important step: to establish the Miami River Greenways Trail at this historically and culturally significant site in the heart of our downtown. Your favorable recommendation of funding support of this grant application is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Penelas". The signature is fluid and cursive, with a large initial "A" and a distinct "P".

Alex Penelas
Mayor

Miami River Commission

Dr. Janet Snyder Matthews
Miami Circle Greenway
January 29, 2003
Page 2

The proposed federal bill to study the feasibility of incorporating the Miami Circle site into the Biscayne National Park has not been adopted yet. The proposed study would not commence until approximately one year from the bill's adoption and take another 18 months until completion. Senator Graham's Office and Biscayne National Park Superintendent, Linda Canzanelli, concur that the proposed riverbank Greenway would enhance public access to the Miami Circle and would be a positive improvement of the property, which would help the case for the inclusion of the Miami Circle site into Biscayne National Park.

I look forward to meeting with you soon. Should you have any questions, feel free to contact me anytime.

Sincerely,



David F. Miller,
Managing Director,
Miami River Commission

Cc: Ms. Ellen Roth, South Florida Regional Director for Senator Bob Graham
Ms. Linda Canzanelli, Park Superintendent, Biscayne National Park

Policy Committee:
Governor of State of Florida
Mr. Jeb Bush
Designee: Dr. Pamela Dana

Chair of Miami-Dade Delegation
Representative Rene Garcia
Designee: Ms. Debra Owens

**Chair of Governing Board of
South Florida Water Management
District**
Mr. Nicolas J. Gutierrez, Jr.
Designee: Ms. Irela Bague

Miami-Dade State Attorney
Ms. Katherine Fernandez-Rundle
Designee: Mr. Gary Winston

Mayor of Miami-Dade County
Mayor Alex Penelas
Designee: Mr. Henry F. Sori

Mayor of Miami
Mayor Manuel A. Diaz
Designee: Mr. Otto Boudet-Murias

City of Miami Commissioner
Commissioner Joe Sanchez
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Ms. Janet McAliley
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Ms. Sara Babun
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**Member at Large Appointed by
City of Miami Commission**
Mr. Cleve Jones, Jr.
Designee: Captain Beau Payne

Managing Director
Captain David Miller



Miami River Commission

c/o Rosenstiel School
4600 Rickenbacker Causeway
Miami, Florida 33149
Office: (305) 361-4850
Fax: (305) 361-4755
email: mrc@rsmas.miami.edu

January 27, 2004

Bond Oversight Board
City Hall
3500 Pan American Drive
Miami, FL 33133

Re: \$25,000 Miami Circle Greenway Bond Allocation Update

Dear Bond Oversight Board:

As you are aware, on November 19, 2002 the City Commission unanimously concurred with the Homeland Defense and Neighborhood Improvement Bond Oversight Board's unanimous recommendation to allocate \$25,000 from the Greenways line item, to match an awarded \$100,000 grant from the Florida Department of Environmental Protection, to develop the Miami River Greenway adjacent to the Miami Circle.

Prior to constructing the planned Riverwalk, the 2000 year-old Miami Circle site's deteriorating seawall must be replaced. I was carbon copied on the enclosed July 2002 letter from the Florida Department of State's Division of Historical Resources, committing up to \$95,220 to repair the seawall, and directing the Florida Department of Management Services to develop the project's necessary Request for Proposals. Unfortunately, the necessary sea wall repair has not commenced; therefore it is impossible to develop the planned Miami Circle Greenway at this time.

We respectfully recommend this appropriation remain available until the project is brought to fruition. Should you have any questions, please feel free to contact me anytime.

Sincerely,

Brett Bibeau
Managing Director,
Miami River Commission

DIVISIONS OF FLORIDA DEPARTMENT OF STATE
 Office of the Secretary
 Office of International Relations
 Division of Elections
 Division of Corporations
 Division of Cultural Affairs
 Division of Historical Resources
 Division of Library and Information Services
 Division of Licensing
 Division of Administrative Services



MEMBER OF THE FLORIDA CABINET
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 Trustees of the Internal Improvement Trust Fund
 Administration Commission
 Florida Land and Water Adjudicatory Commission
 Siting Board
 Division of Bond Finance
 Department of Revenue
 Department of Law Enforcement
 Department of Highway Safety and Motor Vehicles
 Department of Veterans' Affairs

FLORIDA DEPARTMENT OF STATE
Katherine Harris
 Secretary of State
 DIVISION OF HISTORICAL RESOURCES

July 26, 2002

Mr. Chris Keena, Director
 Department of Management Services
 Facilities Management and Building Construction
 4030 Esplanade Way, Suite 380
 Tallahassee, Florida 32399-0950

Dear Mr. Keena:

The Division of Historical Resources is committing a portion of Conservation and Recreation Lands (C.A.R.L.) management funds to construct a thatched-roofed structure and pathways and for seawall stabilization at the Miami Circle/Brickell Point property. DHR is requesting that Department of Management Services (DMS) manage these projects for the Department of State, including development of Request for Proposal (RFP) specifications and assuring that RFP specifications are met.

At the request of Miami-Dade County (interim manager of the Miami Circle/Brickell Point property), ACE Thatch and Bamboo and A.T. Franco and Associates developed a conceptual plan for the thatched-roof structure (see attached). The Miami Circle Planning Group (appointed by Secretary Harris on behalf of the Governor and Cabinet in 2001 to develop interim and long-term plans for the Miami Circle property) approved the conceptual plan. The estimated budget for this project is \$386,232. Cost for stabilization of the 414-foot seawall depends on the method used (see attached memo from the Miami River Commission). Replacing the tiebacks may result in an adverse effect on an archaeological site listed on the *National Register of Historic Places* because that method would disturb archaeological remains that led to the purchase of the property by the State; therefore, the RFP specifications should reflect the Batter-pile-with-Cap method, estimated to cost between \$82,800 and \$95,220.

The Miami Circle Planning Group is required to consider for approval any RFPs prior to their advertisement. We are scheduling a meeting of the Miami Circle Planning Group to

500 S. Bronough Street • Tallahassee, FL 32399-0250 • <http://www.flheritage.com>

Director's Office
 (850) 245-6300 • FAX: 245-6435

Archaeological Research
 (850) 245-6444 • FAX: 245-6436

Historic Preservation
 (850) 245-6333 • FAX: 245-6437

Historical Museums
 (850) 245-6400 • FAX: 245-6433

Palm Beach Regional Office
 (561) 279-1475 • FAX: 279-1476

St. Augustine Regional Office
 (904) 825-5045 • FAX: 625-5044

Tampa Regional Office
 (813) 272-3843 • FAX: 272-2340

Mr. Chris Keena

July 26, 2002

page two

approve the RFP for this project on September 20, 2002, and if possible, DHR and Miami-Dade County staff would like copies of the RFP to review by September 4, 2002.

DHR contact person for this project is Brenda Swann, Archaeology Supervisor, at 850-245-6320. Division staff will be coordinating with Miami-Dade County and the Miami Circle Planning Group members.

We appreciate your assistance with this project and look forward to beginning the process at your earliest convenience.

Sincerely,



Janet Snyder Matthews, Ph.D.
Director

Enclosures (2)

JSM/bns

cc: Michael Spring, Miami-Dade County
Brett Bibeau, Miami River Commission
David Ferro, Bureau of Historic Preservation

DIVISIONS OF FLORIDA DEPARTMENT OF STATE

Office of the Secretary
Office of International Relations
Division of Elections
Division of Corporations
Division of Cultural Affairs
Division of Historical Resources
Division of Library and Information Services
Division of Licensing
Division of Administrative Services



FLORIDA DEPARTMENT OF STATE

Jim Smith

Secretary of State

DIVISION OF HISTORICAL RESOURCES

MEMBER OF THE FLORIDA CABINET

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Administration Commission
Florida Land and Water Adjudicatory Commission
Siting Board
Division of Bond Finance
Department of Revenue
Department of Law Enforcement
Department of Highway Safety and Motor Vehicles
Department of Veterans' Affairs

September 3, 2002

Captain David Miller USCG, Ret.
Managing Director, Miami River Commission
C/O Rosenstiel School of Marine and Atmospheric Science
Atrium A
4600 Rickenbacker Causeway
Miami, Florida 33149-1098

Dear *Captain Miller David*

As Chair of the Miami Circle Planning Group, I am updating Planning Group members on the status of developing Requests for Proposals (RFPs) for seawall repairs, a greenway along the Miami River, and the conceptual plan approved at our May 14, 2002 meeting. The Division of Historical Resources (DHR) is entering into a client-agency agreement with the Department of Management Services (DMS) to manage the construction project in close association with DHR, Miami-Dade County, and the Miami River Commission. On a separate matter, the Commission has been awarded a grant from the Department of Environmental Protection, Office of Greenways and Trails for a pathway along the Miami River. Over the next few months, DMS, DHR, Miami-Dade County, and the Miami River Commission will work together to ensure that the architects and designers address concerns identified by the Miami Circle Planning Group and property managers.

The process for developing RFPs may require several months. As a result, the Miami Circle Planning Group meeting scheduled for September 20, 2002 to consider an agenda, including the RFPs, will be rescheduled when the RFPs are ready for review. We look forward to identifying that meeting date two months prior.

Please find enclosed minutes from the May 14, 2002 meeting, and contact Brenda Swann, Archaeology Supervisor, at (850) 245-6320 with any changes or comments you recommend. I greatly appreciate your contributions regarding interim management of the Miami Circle site in an informed and sensitive manner. Please contact me at (850) 245-6300 or Brenda Swann with questions or concerns.

Sincerely,

Janet Snyder Matthews, Ph.D.
Director, Division of Historical Resources

Enclosure

JSM/bns

500 S. Bronough Street • Tallahassee, FL 32399-0250 • <http://www.flheritage.com>

- Director's Office (850) 245-6300 • FAX: 245-6435
- Archaeological Research (850) 245-6444 • FAX: 245-6436
- Historic Preservation (850) 245-6333 • FAX: 245-6437
- Historical Museums (850) 245-6400 • FAX: 245-6433
- Palm Beach Regional Office (561) 279-1475 • FAX: 279-1476
- St. Augustine Regional Office (904) 825-5045 • FAX: 825-5044
- Tampa Regional Office (813) 272-3843 • FAX: 272-2340



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 12/10/02
NAME OF PROJECT: Baywalk Improvements at One Miami Site
INITIATING DEPARTMENT/DIVISION: Economic Development
INITIATING CONTACT PERSON/CONTACT NUMBER: Dianne Johnson / 305.416.1285
C.I.P. DEPARTMENT CONTACT: _____
RESOLUTION NUMBER: R-02-1303 CIP/PROJECT NUMBER: 341210
ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$4,200,000.00 (\$4,160,000.00 was approved for the specific purpose of
constructing a greenway and river walk as a gateway to the city as part of the One Miami Project)
SOURCE OF FUNDS: \$ Downtown Infrastructure Improvements - is All \$ from Bond or just a portion
ACCOUNT CODE(S): _____ CIP # 341210

If grant funded, is there a City match requirement? YES NO
AMOUNT: _____ EXPIRATION DATE: _____
Are matching funds Budgeted? YES NO Account Code(s): _____
Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Dianne Johnson

DESCRIPTION OF PROJECT: For constructing a Greenway and Riverwalk as a gateway to the City as part of
the One Miami Project located at the mouth of the Miami River

Approved by Audit Committee? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 12/10/02
Approved by Commission? YES NO N/A DATE APPROVED: 12/12/02
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: 12/10/03

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
DESIGN COST: _____
CONSTRUCTION COST: _____
Is conceptual estimate within project budget? YES NO
If not, have additional funds been identified? YES NO
Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

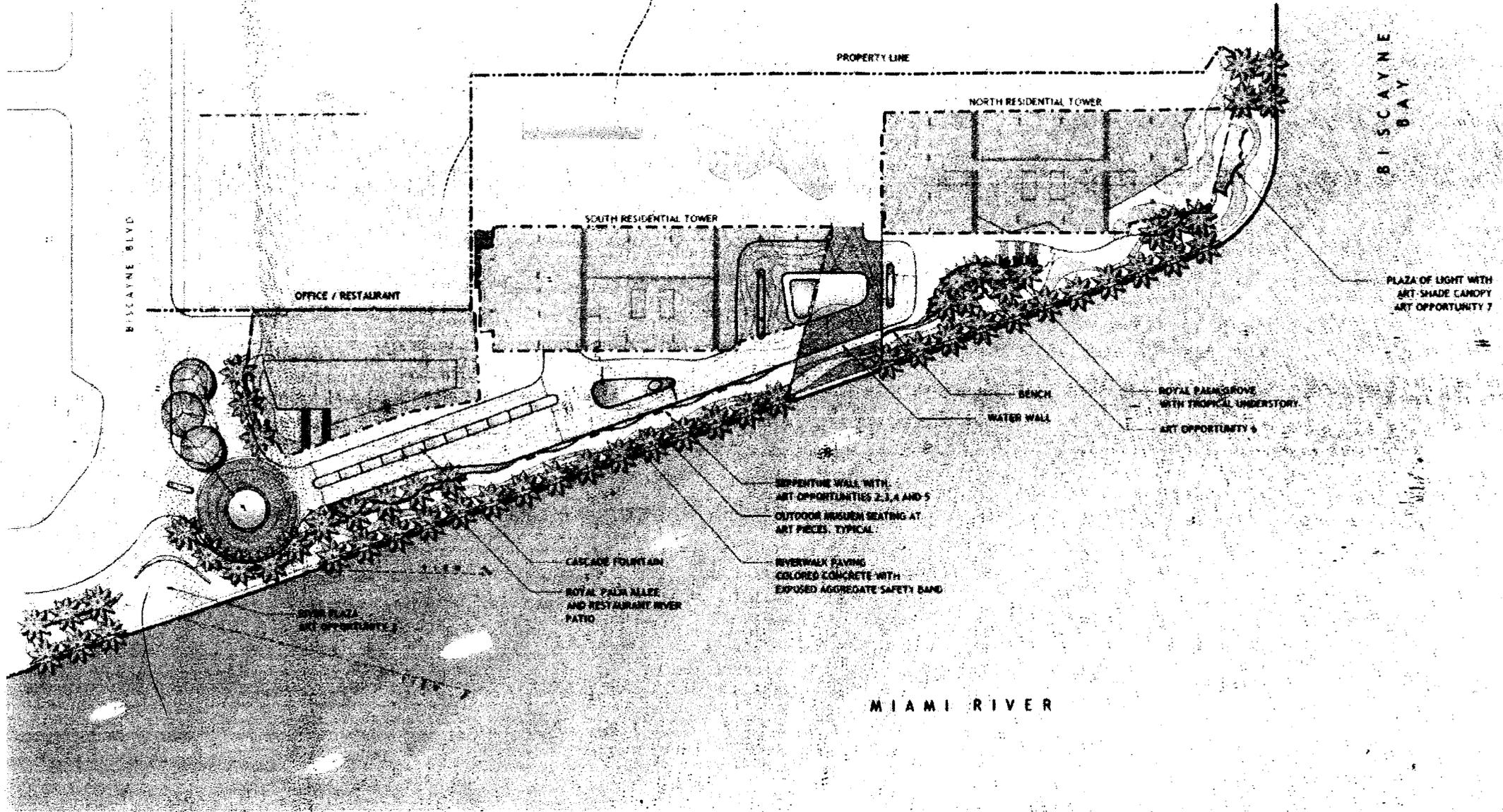
Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
Have additional funds been identified? YES NO
Source(s) of additional funds: _____

Time impact _____
Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: _____

APPROVAL: Robert A. Flanagan DATE: 12/10/02
BOND OVERSIGHT BOARD



BISCAYNE BLVD

PROPERTY LINE

NORTH RESIDENTIAL TOWER

SOUTH RESIDENTIAL TOWER

OFFICE / RESTAURANT

BISCAYNE BAY

PLAZA OF LIGHT WITH ART SHADE CANOPY ART OPPORTUNITY 7

ROYAL PALM GROVE WITH TROPICAL UNDERSTORY ART OPPORTUNITY 6

BENCH
WATER WALL

WAVY WALL WITH ART OPPORTUNITIES 2, 3, 4 AND 5
OUTDOOR MESH SEATING AT ART PRICES, TYPICAL

RIVERWALK FINISHING COLORED CONCRETE WITH EXPOSED AGGREGATE SAFETY BAND

CASCADE FOUNTAIN
ROYAL PALM PLAZA AND RESTAURANT RIVER PATIO

SPINE PLAZA ART OPPORTUNITY 1

MIAMI RIVER

C. SCHEDULE FUTURE BOARD MEETINGS. (Dates and locations)

HD/NIB MOTION 02-37

MOTION TO HOLD THE NEXT MEETING OF THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AT THE MIAMI RIVERSIDE CENTER (MRC), 10TH FLOOR MAIN CONFERENCE ROOM ON THURSDAY, JANUARY 16, 2003, COMMENCING AT 6 P.M. OR ON THE ALTERNATIVE DATE OF WEDNESDAY, JANUARY 22, 2003, AT THE AFOREMENTIONED TIME AND PLACE.

MOVED: J. GRIMES
SECONDED: L. SPRING
ABSENT: R. AEDO; M. DUNN; M. LOYAL

Note for the Record: The motion was passed by unanimous vote of all Board Members present

IV. CHAIRPERSON'S OPEN AGENDA.

Item deferred

V. ADDITIONAL ITEMS.

Board Member Cruz raised concerns about the One Miami Project greenway issue which is to be discussed at the December 12, 2002 City Commission meeting. He inquired as to whether the funding for the project was coming from the bond issue or from the general fund.

CIP Director Palacino informed the Board that the developer of the One Miami Project requested that the City provide four million dollars-plus to improve City property in conjunction with this development. Dollars have been identified from the Homeland Defense Bond -- gateway funds in the amount of eight hundred thousand dollars; greenway funds in the amount of four hundred

thousand dollars; downtown infrastructure funds in the amount of two point nine million dollars.

* Diane Johnson, Development Coordinator, Department of Real Estate & Economic Development reviewed the design phase of the One Miami Project and explained that this particular project is critical to the further development of downtown Miami. Any funding received from the bond issue will be supplanted by whatever grants the Department is able to receive for the project. The developer of the project is contributing funds for development of the greenway and will be maintaining it, as well.

* Chairman Flanders inquired as to whether any grant monies were presently available for the project, whether monies were already allocated, what the budget impact on various departments would be as regards the cost of operating and maintaining the project, and what the anticipated completion date of the project is.

* Ms. Johnson informed the Board that the related group would assume all costs for the operation and maintenance of the river walk and all public areas to the water's edge. As to matching grants, there are none presently in hand. The Department anticipates it will be two years before construction actually starts, which would allow for time to apply for and receive grant monies.

* Jason Walker, Senior Staff Assistant of the Office of Commissioner Winton informed the Board by way of background that when the Commission approved the One Miami Project, representatives of the project requested that the Commission consider funding of the project.

* Brett Bibeau, Assistant Director of the Miami River Commission (MRC) informed the Board that the MRC has been requested by the City Commission, through Resolution 00-320 to provide the City Commission with an advisory recommendation on any river-related project or river-related agenda item that the City Commission is to hear. Mr. Bibeau read into the record the MRC's advisory recommendation of approval of the One Miami Project, subject to strict adherence to the river walk design provisions, and that funding sources other than the Homeland Security and

Neighborhood Improvement Bond issue greenway and gateway line items be used for development of the greenway.

HD/NIB MOTION 02-36

MOTION TO RECOMMEND CITY COMMISSION APPROVAL OF THE ALLOCATION OF FUNDS FOR THE DEVELOPMENT OF THE ONE MIAMI PROJECT RIVER WALK.

MOVED: M. CRUZ
SECONDED: L. de ROSA
ABSTAINED: D. MARKO
ABSENT: R. AEDO; M. DUNN; M. LOYAL;
G. RESHEFSKY

Note for the Record: The motion was passed by unanimous vote of all Board Members present.

HD/NIB MOTION 02-38

MOTION TO ADJOURN TODAY'S MEETING.

MOVED: J. GRIMES
SECONDED: J. REYES
ABSENT: R. AEDO; M. DUNN; M. LOYAL;
G. RESHEFSKY

Note for the Record: The motion was passed by unanimous vote of all Board Members present.

MIAMI RIVER GREENWAYS – PRIORITY CAPITAL IMPROVEMENT PROJECTS

REPORT - July 2003

| | Name of Project, Program, or Initiative Description | Funding | Status | Next Steps | Implementation Schedule | Lead Agency (Staff) | Other Agencies |
|----|---|---|--|---|--|---|---|
| 1. | One Miami River Walk / Greenway Provide grant to private developer for public river walk on expanded easement to stimulate downtown middle income housing market Location: Mouth of river, north bank City CIP #341210 | \$4.16 million from HDNI ⁽¹⁾ Bond funds (Downtown Infrastructure) | Grant Approved by Commission 12/02; Agreement approved May 2003 Agreement execution in process; Received 1 st reimbursement request for design services | Approve final greenway plans on receipt from developer Monitor construction of greenway | Construction (underground) expected to start Sept 2003 Major construction to start Feb 2004 | City of Miami Dianne Johnson Juan Ordonez | Related Group (One Miami) |
| 2. | Miami Circle Greenway Creation of river walk around archeological site Location: Mouth of river, south bank City CIP#341211 | \$25,000 City HDNI Bonds (Greenway) \$100,000 FDEP Grant to MRC | Planning & Schematic design phase | State-led Planning Group to approve schematic plans, authorize start of engineering drawings | Complete schematic phase Feb 2003 Issue IFB April 03 | MRC Florida Dept. of State | County TPL City – funding (CIP Dept.) |
| 3. | Flagler Bridge Area River Walk / Greenway Extension Design & construction of streetscape and related improvements as an extension of the River Walk/Miami River Greenway, in cooperation with Trust for Public Land (TPL) & MRC Location: North River Drive near Flagler Bridge CIP# - not yet appropriated | \$1,000,000 FDOT Grant (TEA-21) available 2004 PLUS donation of engineering & design from TPL | Schematic design in progress Will include design as part of TPL agreement | <ul style="list-style-type: none"> • Finalize agreement with TPL for donation of design services • Finalize drainage issues • Begin construction plans | Execute FDOT agreement 2003 Start construction 2004 | City of Miami Dianne Johnson Enrique Nunez Juan Ordonez | FDOT – funding TPL – donation MRC - input |
| 4. | "Lummus Landing" – Lummus River Walk Extension Phase 1⁽²⁾ (Riverside Riverfront Redevelopment) Design & construction of infrastructure & waterfront improvements including paving, drainage, sitework, lighting, landscaping, | Total \$1.93 million \$990,000 Safe Neighborhood Park Bonds \$337,000 Florida DEP (Legislative) Grant | Construction contract awarded 12/12/02 Notice to Proceed issued 7/7/03 | <ul style="list-style-type: none"> • Start construction 8/03 | Complete construction 2/04 | City of Miami Enrique Nunez Edgar Munoz Grant Admin: Jorge Esteve | FDOT – funding County – funding, permitting |

¹ Homeland Defense – Neighborhood Improvement Bonds, approved by voters November 2001

² Combined with Project 5 into City CIP Project #322064

Project Fully Underway

Project Design Underway



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM
6 MONTHS REVIEW UPDATE

1. DATE: 1/27/04 DISTRICT: 3
 NAME OF PROJECT: NEO LOFTS GREENWAY SEGMENT
 INITIATING DEPARTMENT/DIVISION: Capital Improvements (with Mayor's office)
 INITIATING CONTACT PERSON/CONTACT NUMBER: Dianne Johnson 416-1285
 C.I.P. DEPARTMENT CONTACT: SAME
 RESOLUTION NUMBER: R-03-853 CIP/PROJECT NUMBER: 341211
 ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$ 250,000 requested from \$1,000,000 Current Greenway Bond Appropriation
\$2,000,000 Total Greenway Bond Allocation
 SOURCE OF FUNDS: Homeland Defense Neighborhood Improvement Bonds - Greenways
 ACCOUNT CODE(S): CIP # 341211
 If grant funded, is there a City match requirement? YES NO
 AMOUNT: _____ EXPIRATION DATE: _____
 Are matching funds Budgeted? YES NO Account Code(s): _____
 Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:
 Individuals / Departments who provided input: Dianne Johnson
 DESCRIPTION OF PROJECT: _____

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: July 2004

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
 Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
 DESIGN COST: _____
 CONSTRUCTION COST: _____
 Is conceptual estimate within project budget? YES NO
 If not, have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE
 Individuals / Departments who provided input: _____
 Justifications for change: _____
 Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
 Have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Time impact _____
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. UPDATE: Construction plans have been completed to the 90% phase and are presently being reviewed by City staff including Public Works, Office of Transportation and CIP. It is expected that approved plans will be submitted to the developer within a week.

APPROVAL: _____ DATE: _____
 BOND OVERSIGHT BOARD



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 7/22/03
NAME OF PROJECT: Neo Lofts Greenway Segment
INITIATING DEPARTMENT/DIVISION: Capital Improvements (with Mayor's office)
INITIATING CONTACT PERSON/CONTACT NUMBER: Dianne Johnson 416-1285
C.I.P. DEPARTMENT CONTACT: Dianne Johnson 416-1285
RESOLUTION NUMBER: CIP/PROJECT NUMBER: 341211
ADDITIONAL PROJECT NUMBER: n/a

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$250,000 requested from \$1,000,000 Current Greenway Bond Appropriation
\$2,000,000 Total Greenway Bond Allocation
SOURCE OF FUNDS: Homeland Defense Neighborhood Improvement Bonds - Greenways
ACCOUNT CODE(S): CIP # 341211

If grant funded, is there a City match requirement? [] YES [] NO Not applicable
AMOUNT: EXPIRATION DATE:
Are matching funds Budgeted? [] YES [] NO Account Code(s):
Estimated Operations and Maintenance Budget

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: Otto Boudet, Mayor's Office; Albert Dominguez & Len Helmers, Public Works; Cesar Gonzalez & Juan Ordonez, CIP; Alex Vilarello & Rafael Suarez-Rivas, Law; Glenn Marcos, Procurement; Lavinia Freeman & Brenda Marshall, Trust for Public Land; Dave Miller, Miami River Commission
DESCRIPTION OF PROJECT: Construction of greenway segment & road improvements in public right-of-way on South River Drive from SW 1st Street to Flagler St.; includes: widened sidewalks, curb and gutter, drainage, paving and striping, roadwork, lighting and landscaping. Developer will contribute \$30,000 & perform construction.

ADA Compliant? [X] YES [] NO [] N/A
Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 7/22/03
Approved by Bond Oversight Board? [X] YES [] NO [] N/A DATE APPROVED: 7/22/03
Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Revisions to Original Scope? [] YES [] NO (If YES see Item 5 below)
Time Approval [] 6 months [] 12 months Date for next Oversight Board Update: 4 weeks to audit and 6 months on project

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
Has a conceptual cost estimate been developed based upon the initial established scope? [X] YES [] NO If yes,
DESIGN COST: Estimate \$28,000; funded by Trust for Public Land
CONSTRUCTION COST: \$280,000
Is conceptual estimate within project budget? [X] YES [] NO
If not, have additional funds been identified? [] YES [] NO
Source(s) of additional funds:

Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED:

5. REVISIONS TO ORIGINAL SCOPE
Individuals / Departments who provided input:
Justifications for change:
Description of change:
Fiscal Impact [] YES [] NO HOW MUCH?
Have additional funds been identified? [] YES [] NO
Source(s) of additional funds: Walter Haves accepted to work w/ staff on plan for all
Time impact
Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED:

6. COMMENTS:
This project will tie into additional greenway segments City is constructing further south on S. River Dr. & south of Jose Marti Park and is part of implementation of Miami River Greenways Master Plan approved, in principle, by City Commission by Resolution 01-440. 1) What is cost per sq. ft.? 2) Right-of-way will be maintained by City of Miami Public Works. 3) Place line item in City budget for value of maintenance. 4) Meeting to be scheduled with appropriate entities to discuss the formulation of a comprehensive plan for the remaining \$725,000 Greenway Bonds funds. 5) Create policies for developers to follow when developing along the Greenway areas, including the offering of their funds to use for Greenways along their project's sites.

APPROVAL: CIP will be and to include 225,700 sq ft to mandate new development to build greenway. cost engineering the drawings and DATE: July 22, 2003 - APPROVING the costs
BOND OVERSIGHT BOARD

Robert O. Florida

Enclosures: Back-Up Materials [X] YES [] NO

- Neo Lofts

Presentation by Diane Johnson of the CIP Dept. The Neo Lofts Project is a part of the Miami River Greenways. The Miami River Commission and the Trust for Public Land went through a great deal of planning, involving the community, to come up with the Miami River Greenways Action Plan, which was approved by the City Commission in May of 2001. The current effort which involves the Neo Lofts covers the area from roughly I-95 to 12th Avenue. The City is working closely with the Miami River and the Trust for Public land in developing this area. The Neo Lofts Project would be located along South River Drive between Southwest 1st Street and Flagler Street. The City would provide funding of up to a maximum of \$250,000 for this project. Neo Lofts would provide \$30,000 in funding. The City would provide the design and Neo Lofts would provide the construction of the Greenway on both sides of the street and the street, itself. Improvements consist of road reconstruction, including paving, grating, site work and drainage plus extra wide sidewalks, landscaping and lighting. This project will be presented to the City Commission for consideration at the July 24, 2003 City Commission meeting. The square foot cost of this project is approximately \$10.50 or \$524 per linear foot. The project will be maintained by the City's Public Works Dept., as it is a public right-of-way.

Board Member Marko expressed discomfort with the fact that the Board is being asked to match \$250,000 to Neo Lofts' \$30,000 in development of this project. He also expressed discomfort with the idea of bypassing a competitive bid process in securing a contractor for this project.

Audit Subcommittee Chairman Reshefsky outlined the following conditions of approval: Line item in City budget for maintenance of the project; schedule a meeting with appropriate entities to discuss formulation of a

comprehensive plan for the entire remaining \$725,000 of Greenway Bond funds, plus the additional one million dollars in the second series; creation of policies for future developers to be required to make improvements when they come on line; six-month updates to be provided to the Board.

Miami River Committee (MRC) Assistant Director Brett Bibeau informed the Board that the MRC is in support of this project and will be recommending approval to the City Commission at the July 24th City Commission meeting. It is the MRC's hope that the remaining Greenway Bond funds will be used to bring to fruition the City Commission adopted Miami River Greenway Action Plan. Mr. Bibeau further informed the Board of the Trust for Public Land's opinion that the MRC should be the entity to operate a Greenway Trust.

Ms. Johnson suggested that if a group of people would be convening to strategize how the remaining Greenway Bond funds would be allocated, perhaps a member from the Board should attend such discussions. Board Member Harvey volunteered to attend such discussions on behalf of the Board.

Ms. Johnson agreed to provide the Board with photos of the site in its present condition. These photos will be published on the Board's website.

Board Member Marko suggested that as this group meets for discussions, consideration should be given to implementation of a plan to secure as much developer contributions as possible towards the Greenways.

Chairman Flanders, on behalf of the Board congratulated the Miami River Commission, the Trust for Public Land, the City Commission, the Urban Environmental League and all others involved in promoting and supporting the Greenway Action Plan to transform the Miami River.

HD/NIB MOTION 03-59

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD (THE BOARD) AUDIT SUBCOMMITTEE OF THE NEO LOFTS PROJECT, WITH THE FOLLOWING CONDITIONS: (1) A LINE ITEM BE INCLUDED IN THE CITY BUDGET FOR MAINTENANCE OF THE PROJECT; (2) A MEETING BE SCHEDULED WITH APPROPRIATE ENTITIES TO DISCUSS FORMULATION OF A COMPREHENSIVE PLAN FOR THE ENTIRE REMAINING \$725,000 OF GREENWAY BOND FUNDS, PLUS AN ADDITIONAL \$1,000,000 OF SECOND SERIES FUNDS; (3) CREATION OF POLICIES FOR FUTURE DEVELOPERS TO BE REQUIRED TO MAKE IMPROVEMENTS AS THEY COME ON LINE; (4) PROVIDE THE BOARD WITH SIX-MONTH UPDATES OF THE PROJECT. IT IS FURTHER NOTED THAT THE BOARD EXPRESSED CONCERN THAT THIS PROJECT IS BEING AWARDED TO A DEVELOPER WITHOUT BENEFIT OF A COMPETITIVE PROCESS.

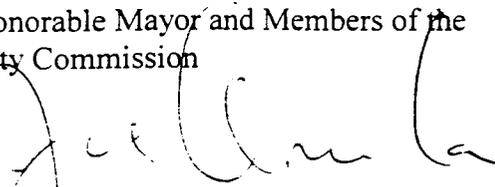
MOVED: M. REYES
SECONDED: S. ARMBRISTER
NAYS: D. MARKO
ABSENT: R. AEDO; L. CABRERA;
M. CRUZ; R. VANGATES

SIX MONTH UPDATES BY GARY RESHEFSKY:

1. BRENTWOOD VILLAGE

This project was recommended for approval in January 2003, for consulting services re design for street improvements. The designs are now 60 percent complete. The construction estimate is \$700,000. The money is coming from District 5 Neighborhood Quality of Life Improvements. The construction is estimated to begin in March 2004. An update will be provided to the Board in January 2004. Photos of the existing condition of the project was provided to the Board.

INTER-OFFICE MEMORANDUM

| | | | |
|-------|--|-------------|--|
| TO: | Honorable Mayor and Members of the City Commission | DATE: | FILE |
| FROM: |  Joe Arriola City Manager | SUBJECT: | Resolution – Cooperation Agreement For Greenway near NeoLofts |
| | | REFERENCES: | |
| | | ENCLOSURES: | Resolution, Agreement, Written Finding |

RECOMMENDATION

It is respectfully recommended that the City Commission adopt the attached resolution authorizing the City Manager to execute the attached project cooperation agreement with Neo I, LLC ("Neo Lofts") to provide funds up to the maximum amount of \$250,000 to construct a greenway and make roadway improvements within the public right-of-way along South River Drive from Flagler Street to SW First Street. Additionally, we ask that the Commission affirm and adopt the City Manager's finding of an emergency such that it is in the public's best interest to waive competitive bids and select the Neo Lofts contractor, Codina Construction Corporation, for this work. Funds are available for this effort from Capital Improvement Project No. 341211, "Greenways Improvements" utilizing Homeland Defense Neighborhood Improvement Bonds.

BACKGROUND

Under the City Charter, Section 3(mm)(ii), City Ordinance No. 11000 and the City's Downtown Miami Master Plan, the City Commission has determined that certain waterfront and riverfront areas should be accessible to the general public. More recently, the City Commission adopted Resolution No. 01-440 on May 10, 2001, supporting, in concept, the development of a greenway system along the Miami River within public rights of way or along the riverfront, as depicted in the Miami River Greenways Action Plan (the "Plan"). The Plan was prepared on behalf of the Trust for Public Land ("TPL") with considerable input from community stakeholders, residents, property owners and businesses. Consistent with the Plan, the City has identified and funded several capital improvement projects to construct segments of the greenway, including a segment that will run on South River Drive south from SW 1st Street to Jose Marti Park and beyond, pursuant to the Capital Improvement Appropriations Ordinance No. 12280, as amended.

Within the last two years, Neo Lofts began a new residential project containing approximately 199 living units (the "Development") along South River Drive north from SW 1st Street to Flagler Street. The Development is, among other things, in furtherance of the City's goal of creating market-rate housing near Downtown. The greenway in this area, East Little Havana, as planned by the City and design consultants in concert with TPL, will consist of improvements to the public right-of-way including, without limitation, widened sidewalks, curb and gutter, drainage, paving and striping, roadwork, lighting and landscaping (the "Improvements").

Neo Lofts has conditionally proposed to the City that it will construct the adjacent segment of the greenway, located in front of its Development within the public right-of-way in and along South

River Drive (the "Greenway Segment"). Neo Lofts has offered to contribute \$30,000 toward the construction of the Greenway Segment, with the City to contribute design services, through a contribution from the TPL, and funds for the balance of construction, up to \$250,000. The objective is to complete the Greenway Segment in a time frame consistent with the issuance of a CO for the adjacent development.

The Administration recommends approval of this cooperative project since this Greenway Segment will serve a valid public purpose in promoting the safety and welfare of City residents by providing, among other things, a roadway, walkways, and lighting within the public right-of-way. Further, the project is in the best interests of the City, insofar as it will beautify the area, and enhance the environmental, ecological and horticultural attributes of the area, leaving the area more pleasant and enhancing the quality of life.

Lastly, to implement the project as provided in the proposed agreement, we recommend that the City Commission affirm and adopt the attached finding of the City Manager, documented by a recommendation from the engineer of record, to the effect that it is in the public's best interest to waive competitive bids and select, outside of a City competitive procurement process, the Neo Lofts' construction firm to perform this work on behalf of the City and Neo Lofts. Said firm, the Codina Construction Corporation, is found to be an appropriately licensed contractor that is uniquely qualified and the only reasonable source of supply because: it has an existing contract with Neo Lofts to perform work on the adjacent property that is affiliated with the Greenways Segment, it is already present and mobilized on site, and it is very familiar with the work, the project, and the physical conditions of the proposed greenway site and the adjacent property.

The attached agreement lays forth the duties and responsibilities of the City and Neo Lofts in this project. Funds in the amount of \$250,000 are available for allocation from Capital Improvement Project No. 341211, Greenway Improvements, under the Homeland Defense - Neighborhood Improvement Bond Program. The City's Bond Oversight Board additionally reviewed and approved of the proposed use of such funds at its meeting of July 22, 2003.

FISCAL IMPACT

As a budgeted capital project, this effort will not fiscally impact the City.

JA/ICC/DF




Budgetary Impact Analysis

Department Capital Improvements

Division: _____

Commission Meeting Date: July 17, 2003

Title and brief description of legislation or attached ordinance/resolution: Approve City's participation in a cooperative project, and City Manager's execution of a project cooperaton agreement, with Neo I, LLC (Neo Lofts) to construct a segment of the Miami River greenway and make road improvments within the South River Drive right-of-way in front of the development.

1. Is this item related to revenue? No Yes Revenue Source: _____

2. Is this item an expenditure? No Yes Amount: \$250,000
General Fund Account No: _____
Special Revenue Fund Account No: _____
CIP Project No: 341211

3. Are there sufficient funds in Line Item? No: Yes:

Sufficient funds will be transferred from the following line items:

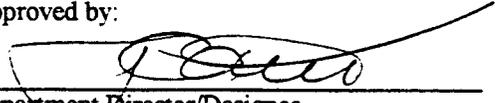
| ACTION | ACCOUNT NUMBER | TOTAL |
|--------|----------------|-------|
| From | | \$ |
| From | | \$ |
| To | | \$ |
| To | | \$ |

4. Is this item funded by Homeland Defense/Neighborhood Improvement Bonds? No Yes

| Project Name | Total Bond Allocation | 1 st Series Appropriation | Total Allocations/ Encumbrances | Balance | Dollars Spent to Date |
|------------------------|-----------------------|--------------------------------------|---------------------------------|-----------|-----------------------|
| Greenways Improvements | \$2,000,000 | \$1,000,000 | 0 | \$1000000 | 0 |

Comments: _____

Approved by:

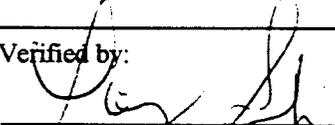


Department Director/Designee

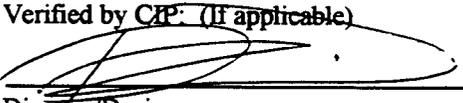
7/17/03

Date

APPROVALS

Verified by: 

Dept. of Strategic Planning, Budgeting & Performance
Date: 7/17/03

Verified by CIP: (If applicable)


Director/Designee
Date: 7-17-03

INTER-OFFICE MEMORANDUM

TO

Joe Ariola
City Manager

DATE :

July 15, 2003

FILE

FROM



Jorge C. Cano, Director
Capital Improvement Department

SUBJECT :

Emergency Finding: Utilization of Neo Loft
Contractor, Codina Construction, for
Greenway Segment

REFERENCES :

ENCLOSURES:

BACKGROUND

The Department of Capital Improvements is responsible for the implementation of designated portions of the Miami River Greenway and has worked for the past several months with the Mayor's Office in forming a cooperative project with Neo I, LLC ("Neo Lofts"), the developer of the Neo Lofts mixed-use project located in East Little Havana, along South River Drive between SW First Street and Flagler Street. This important redevelopment project will bring 199 new affordable residential units to the City, in furtherance of the City's goal of creating market-rate housing near Downtown.

Under the terms of the building permit issued to Neo Lofts, the developer was to construct certain improvements (sidewalk, curb and gutter, and roadway) within the public right of way, from the center line of the existing roadway to the back of the sidewalk. However, the City, working with consultants Kimley-Horn and the Trust for Public Land, subsequently developed new schematic designs for the right-of-way in this area that incorporate recommendations of the Miami River Greenways Action Plan ("Greenway Plan"). The new greenway design standards include wider sidewalks, drainage improvements, and added landscaping and lighting, as well as required curb and gutter, paving and striping, and roadwork. In this particular area, the Greenway Plan calls for the greenway to run along South River Drive from approximately SW 2nd Street to NW 4th Street and the 5th Street Bridge. In fact, the City has received funding from the Florida Department of Transportation and will construct, later this year or early 2004, a portion of the greenway just south of the Neo Loft development connecting to the Jose Marti Park river walk.

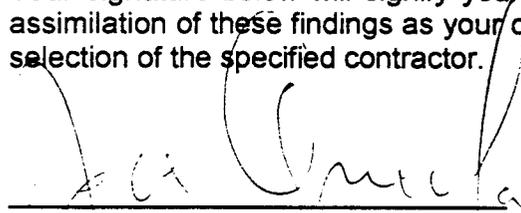
So that the Neo Loft greenway segment will match the greenway design standards of the new City-constructed portion, and so that the improvements can be completed in a time frame coinciding with the completion of the private mixed use development, a cooperative project has been devised, subject to the City Commission's approval and compliance with all legal requirements. We propose, and Neo Lofts agrees, that both the City and Neo Loft would contribute funds for construction of the greenway and all right-of-way improvements for the one block segment running along S. River Drive between SW First and Flagler Streets, and that the Neo Loft contractor, given its current work in the area, would immediately construct the improvements upon receipt of construction documents from the City.

FINDING

The Department of Capital Improvements finds and determines that it is in the best interest of the City to waive competitive bids and secure the services of the Neo Lofts contractor, Codina Construction Corporation, to construct the improvements that comprise the greenway segment within the right-of-way adjacent to the Neo Loft development. The work would involve improvements to the public right-of-way including, without limitation, widened sidewalks, curb and gutter, drainage, paving and striping, roadwork, lighting and landscaping (the "Improvements").

This determination is based on our findings that Codina Construction is an appropriately licensed contractor that, in this instance, is uniquely qualified to undertake and perform such work because: a) it has an existing contract, with Neo Lofts, to perform work in the immediate area that is affiliated with the Improvements, b) it is already present and mobilized on site, and c) it is familiar with the work, the project, and the physical conditions of the site and the adjacent property. Further, the engineer of record has provided a written recommendation that this work be awarded to this private sector contractor without competitive selection, on the basis enumerated above. As provided in accordance with Florida Statutes §255.20 and Sections 18-89 (Public works and Contracts) and 18-90 (Emergency Procurements) of the Code of the City of Miami, we recommend that the City Manager affirm and adopt these findings and forward the matter on the City Commission for its approval.

Your signature below will signify your concurrence with the above recommendation and your assimilation of these findings as your own justification for the waiver of competitive bids and the selection of the specified contractor.



Joe Arriola, City Manager



Kimley-Horn
and Associates, Inc.

July 17, 2003

Jorge Cano, Director
Department of Capital Improvements
City of Miami
444 SW 2nd Avenue, 8th Floor
Miami, FL 33130

■
Suite 353
420 Lincoln Road
Miami Beach, Florida
33139

RE: Utilization of Neo Loft Contractor for Neo Loft Greenway Segment

Dear Mr. Cano:

We understand that the City of Miami is considering a cooperative project to construct a segment of the Miami River Greenway adjacent to the Neo Lofts mixed-use development, along South River Drive from SW 1st Street to Flagler Street. Our firm is pleased to serve as the engineer of record for the design of the greenway, from I-95 to the 5th Street Bridge, as a similar cooperative venture with the Trust for Public Land and the City. We have agreed in principle, subject to the finalization of terms, to provide the requisite construction documents to the City for this purpose.

We also understand that the construction of this segment of the greenway is time sensitive; that the parties desire that this work coincide with the development now under construction by Neo Lofts. Should the City reach a contractual agreement with Codina Construction Corporation, and be confident that Codina can perform this type of construction, it would appear to be in the best interest of the City to have the developer's contractor, Codina Construction Corporation, construct this segment. We recommend this option for the following reasons: 1) the contractor is already mobilized and on-site, thus eliminating this cost item from the construction of the greenway improvements and 2) the contractor is already performing affiliated work on the adjacent property owned by Neo Lofts, involving site work, grading and landscaping that will tie into the greenway. In this situation, Codina is uniquely qualified to construct this one-block portion of the greenway and utilization of this entity is the best course to achieve the timely completion of the proposed improvements.

Should you require additional information regarding this recommendation, please do not hesitate to contact me,

Very Truly Yours,

Aaron Buchler, P.E.
Kimley-Horn & Associates, Inc.

MIAMI RIVER GREENWAYS - PRIORITY CAPITAL IMPROVEMENT PROJECTS
Report - July 2003

| | Name of Project, Program, or Initiative Description | Funding | Status | Next Steps | Implementation Schedule | Lead Agency (Staff) | Other Agencies |
|-----------------------|---|---|--|--|--|--|---|
| | construct a selected segment as a pilot project. | | | | | | |
| 12. (1/2 of F) | Neo Lofts Greenway Segment Design & construction of streetscape & related improvements as an extension of the river walk/Miami River Greenway, in cooperation with TPL & MRC Location: S. River Dr. from SW 1 st St to Flagler St CIP#: 341211 | Est. \$306,000 \$250,000 requested from HDNIB \$30,000 from developer \$28,000 est. design from TPL | Approvals in process for Funding & cooperative project (Bond Oversight, Greenway Committee, City Commission) | Once Commission approves, execute agreement Complete design | Complete design 12/03 Begin construction 01/04; Complete 06/04 | City of Miami Dianne Johnson Juan Ordenez Otto Boudet | Neo Lofts Frank Guerra TPL Kimley-Horn |
| 13. | Allapattah Greenway Extension Design & construction of streetscape & related improvements as an extension of the river walk/Miami River Greenway, in cooperation with TPL & MRC. Project #8 is the required match Location: N River Dr from NW 7 th St-Rd to NW 11 St; plus N River Dr from SR836 to NW 14 Ave CIP#: tbd | \$1,000,000 possible FDOT grant (FY 2009), plus required match Project #8 | Submitted grant request to FDOT 5/03 | Appropriate funds once grant approved | Design 2008 Construct 2009 | City of Miami | MRC TPL |
| * | Miami River Historical Signage Design & placement of historical markers along river Location: to be determined | \$25,000 grant from the Villagers, Inc. to MRC | Planning & Design | Identify City agency to coordinate Complete design | Complete design April 03 Issue IFB Mar. 03 Install June 03 | Miami River Commission | The Villagers TPL City |
| * | Undetermined Bond-Funded River Greenway Projects Identification of funds, then subsequent design & construction of streetscape & related improvements as future segments of the Miami River Greenway, in conjunction with TPL & MRC Location: to be determined, follow Greenway Action Plan City CIP #341211 | \$1,975,000 HDNI Bond Funds (\$1,725,000 if #12 approved) | Preliminary planning phase Consider inclusion with other design as future part of TPL agreement | <ul style="list-style-type: none"> Work with TPL & City's Bond Oversight Board to prioritize future segments funded from bonds Finalize agreement with TPL for donation of design services | To be determined | City of Miami Dianne Johnson | MRC TPL |