

HOMELAND DEFENSE/
NEIGHBORHOOD IMPROVEMENT
BOND OVERSIGHT BOARD
AGENDA

2/24/04 - 6:00 P.M.
CITY OF MIAMI
City Hall - Chambers
3500 Pan American Dr.
MIAMI, FLORIDA 33133

I. **APPROVAL OF THE MINUTES OF THE JANUARY 27, 2004 MEETING.**

II. **NEW BUSINESS:**

AUDIT COMMITTEE REPORT:

- Playground Equipment at Eaton Park.
- Playground Shade and Equipment at Athalie Range Park.
- Emergency Lighting at Jose Marti Park.
- Playground Equipment at West Buena Vista Park.
- Shade Structure at Moore Park.
- Pool Building Floors at Hadley Park.
- Bicentennial Park Seawall/Shoreline Stabilization Phase I – Contract Award.
- Bryan Park Interior Improvements – Contract Award.
- Demolition of Existing Structure and Construction of Parking Lot at 1501 SW 9 Street.
- Removal of Underground Storage Tanks at Little Haiti Land Parcels 60 and 61.
- Little Haiti Park Land Acquisitions.
- Little Haiti Park - Survey of the Alleyway near 59th Street and NE 2nd Avenue.
- Little Haiti Park – Professional Architectural Services for Caribbean Marketplace, Black Box Theatre, Recreational and Cultural Development.
- Presentation of Coral Way Uplighting Project.

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

- Homeland Defense Administrative Guidelines & Procedures.

IV. **ADDITIONAL ITEMS:**

HOMELAND DEFENSE/
NEIGHBORHOOD IMPROVEMENT
BOND OVERSIGHT BOARD
MINUTES

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

The meeting was called to order at 6:15 p.m., with the following members found to be present:

Rolando Aedo
Luis Cabrera
Mariano Cruz
Walter Harvey
David E. Marko
Suzanne Peters
Gary Reshefsky
Jami Reyes
Manolo Reyes (Vice Chairman)

Absent:

Ringo Cayard
Robert A. Flanders (Chairman)
Luis de Rosa
Ronda Vangates
Sonny Armbrister
Steven Caseres

Notes for the Record:

Board Member Cabrera entered the meeting at 6:36 p.m.
Board Member Harvey entered the meeting at 6:25 p.m.
Board Member Marko left the meeting at 7:30 p.m.
Board Member Jami Reyes left the meeting at 6:45 p.m.

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

HD/NIB MOTION 04-01

A MOTION TO ADOPT THE MINUTES OF THE MEETING OF DECEMBER 23, 2003 AND THE AMENDED MINUTES OF THE MEETING OF NOVEMBER 20, 2003.

MOVED: M. CRUZ
SECONDED: J. REYES
ABSENT: S. ARMBRISTER; L. CABRERA;
S. CASERES; R. CAYARD;
R. FLANDERS; L. de ROSA;
R. VANGATES

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

II. NEW BUSINESS:

AUDIT COMMITTEE REPORT:

- Little Haiti Park land acquisitions.

Parcel #79
247 N.E. 59 Street

Total dollar amount: \$215,950

Source of funds: Homeland Defense--Little Haiti Park
Land Acquisition & Development

Report by: Board Member Reshefsky;
Madeline Valdes-Economic Development

Date approved by Audit Subcommittee: January 15, 2004

This acquisition included the cost of surveying, appraisal and environmental work, title insurance and demolition. The acquisition price is \$189,750 representing \$23 per square foot. The property was appraised at \$22 per square foot.

The Audit Committee at its January 15, 2004 meeting recommended approval of acquisition of Parcel #79.

Parcel #68
254 N.E. 59 Terrace

It is contemplated that the black box theater will be located on this property. Parcel #68 was recommended for approval at a previous Homeland meeting, but Commissioner Johnny Winton objected to it, recognizing that the price was a bit high. The City successfully renegotiated the purchase price from \$25 per square foot to \$23 per square foot.

Parcel #91
6421 N.E. 2 Avenue

Total dollar amount: \$576,270

Source of funds: Homeland Defense - Little Haiti Park
Land Acquisition & Development

Report by: Madeline Valdes - Economic Development

Date approved by Audit Subcommittee: January 15, 2004

This amount includes purchase price for the property of \$538,225 plus costs for survey, title work and environmental. This site is being purchased at \$40 per square foot. The seller has required a deposit of \$50,000. The seller is ill and may possibly be undergoing surgery and chemotherapy. He wants to ensure that the City is seriously going to pursue the transaction. This does not increase the purchase price but is merely a deposit and is in line with what the market usually requires, which is ten percent of the purchase price.

At the December meeting of the board, the Department of Economic Development was requested to provide the board with information as to why Parcel #91 was a needed acquisition for the Little Haiti Park. In response to this request, Ms. Valdes presented the board with copy of the park plan. Parcel #91 is adjacent to the Keystone Trailer Park. The Keystone acquisition was recommended for approval by the board at a previous meeting. It is contemplated that Parcel #91 will be used for recreational activity such as a domino park and as an entryway into the remainder of the park.

Parcels 77, 78 and 79 are contemplated to be acquired for parking.

Parcels 54, 55, 56, 57, 58, 60 and 61 have already been acquired and are contemplated to be used for parking.

Approximately eight more parcels need to be acquired in order to complete the acquisition phase of the Little Haiti Park Project. However, groundbreaking may occur prior to acquisition phase being completed.

HD/NIB MOTION 04-02

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE LITTLE HAITI PARK LAND ACQUISITION #79 (247 N.E. 59TH STREET) AND THE LITTLE HAITI PARK LAND ACQUISITION #91 (6421 N.E. 2ND AVENUE); FURTHER RECOMMENDING THAT \$215,950 OF HD/NIB (LITTLE HAITI PARK LAND ACQUISITION AND DEVELOPMENT) FUNDS BE ALLOCATED TO THIS PROJECT WITH REGARD TO LAND ACQUISITION #79 AND THAT \$576,270 OF HD/NIB (LITTLE HAITI PARK LAND ACQUISITION AND DEVELOPMENT) FUNDS BE ALLOCATED TO THIS PROJECT WITH REGARD TO LAND ACQUISITION #91.

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

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

- Steel picket fence at Eaton Park.

Total dollar amount: \$15,000

Source of funds: Homeland Defense/Neighborhood Parks
Improvements and Acquisitions

Report by: Board Member Reshefsky;
Ed Blanco-Parks & Recreation

Date approved by Audit Subcommittee: January 15, 2004

\$15,000 is needed to install a new four-foot high picket fence. The community has requested to replace the existing chain link fence with a picket fence. Originally, Mr. Blanco appeared before the board requesting new playground equipment for this park but in response to the community's request a change in

scope has taken place, requesting that the fence be installed before the new playground equipment is acquired. The Audit Subcommittee has recommended approval with the condition that the Parks and Recreation Department comes before the board within 90 days with a plan for playground equipment.

HD/NIB MOTION 04-03

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE EATON PARK - STEEL PICKET FENCE PROJECT; FURTHER RECOMMENDING THAT \$15,000 OF HD/NIB - NEIGHBORHOOD PARK IMPROVEMENTS & ACQUISITIONS FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: M. CRUZ
SECONDED: R. AEDO
ABSENT: S. ARMBRISTER; S. CASERES;
R. CAYARD; R. FLANDERS;
J. REYES; L. de ROSA;
R. VANGATES

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

- New pool heaters at Hadley Park.

Total dollar amount: \$125,000

Source of funds: Homeland Defense/Neighborhood Park
Improvements & Acquisitions

Report by: Board Member Reshefsky;
Ed Blanco - Parks & Recreation

Date approved by Audit Subcommittee: January 15, 2004

The heaters are needed because the two pools at Hadley are open year-round. The park has an Olympic sized pool and a regular sized pool.

HD/NIB MOTION 04-04

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE HADLEY PARK-NEW POOL HEATERS PROJECT; FURTHER RECOMMENDING THAT \$125,000 OF HD/NIB-NEIGHBORHOOD PARK IMPROVEMENTS & ACQUISITIONS FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: R. AEDO
SECONDED: M. CRUZ
ABSENT: S. ARMBRISTER; S. CASERES;
R. CAYARD; R. FLANDERS;
J. REYES; L. de ROSA;
R. VANGATES

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

- Playground equipment at Curtis Park.

Total dollar amount: \$140,000

Source of funds: Homeland Defense/Neighborhood Park
Improvements & Acquisitions

Report by: Board Member Reshefsky;
Ed Blanco - Parks & Recreation

Date approved by Audit Subcommittee: January 15, 2004

This equipment is being bought off of a Miami-Dade County contract. Before and after pictures were provided by Ed Blanco. Parks and Recreation will address the board in six months with an update. The major portion of this expenditure is for a safety surface for the new playground.

HD/NIB MOTION 04-05

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE CURTIS PARK-NEW PLAYGROUND EQUIPMENT PROJECT; FURTHER RECOMMENDING THAT \$140,000 OF HD/NIB-NEIGHBORHOOD PARK IMPROVEMENTS & ACQUISITIONS FUNDS BE ALLOCATED TO THIS PROJECT.

**MOVED: M. CRUZ
SECONDED: W. HARVEY
NAYS: L. CABRERA
ABSENT: S. ARMBRISTER; S. CASERES;
R. CAYARD; R. FLANDERS;
J. REYES; L. de ROSA; R. VANGATES**

Note for the Record: Motion passed by a vote of 7/1.

Curtis Park Site Furnishings:

Total dollar amount: \$40,000

Source of funds: Homeland Defense/Neighborhood Park
Improvements & Acquisitions

Report by: Board Member Reshefsky

Date approved by Audit Subcommittee: January 15, 2004

Board Member Reshefsky ascribed his comments re the Curtis Park New Playground Equipment Project to this project. No additional comments were made.

HD/NIB MOTION 04-06

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE CURTIS PARK-SITE FURNISHINGS PROJECT; FURTHER RECOMMENDING THAT \$40,000 OF HD/NIB-NEIGHBORHOOD PARK IMPROVEMENTS AND ACQUISITIONS FUNDS BE ALLOCATED TO THIS PROJECT.

**MOVED: M. CRUZ
SECONDED: W. HARVEY
ABSENT: S. ARMBRISTER; S. CASERES;
R. CAYARD; R. FLANDERS;
J. REYES; L. de ROSA; R. VANGATES**

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

- Bathrooms building demolition at Sewell Park.

Total dollar amount: \$15,000

Source of funds: Homeland Defense/Neighborhood Park
Improvements & Acquisitions

Report by: Board Member Reshefsky;
Board Member Aedo;
Ed Blanco - Parks & Recreation

Date approved by Audit Subcommittee: January 15, 2004

This project entails the demolition of the men's and women's restrooms at the park, including concrete sidewalks, removal of existing septic tank and backfill clean; demolition of covered pavilion, including slab and foundations; hauling of debris and re-sodding of the area once demolition has been completed. This is a situation where money is being spent in this park without a plan for what to do with the total amount of money in the park. The Audit Subcommittee felt that perhaps there would be plans to build a restroom later on in this park. The restroom is being demolished because of security problems in the park and problems with inappropriate activity taking place in the bathrooms during evening hours. The Audit Subcommittee suggested that maybe it would be a better idea to board up and block the bathrooms now and in the future, when conditions at the park are improved, the bathrooms could be re-opened, rather than spending money to totally rebuild and relocate the bathroom.

There was also a concern by the Audit Subcommittee that as a result of the demolition, no bathrooms would be located in the park. The suggestion was made that perhaps construction of a guardhouse with a bathroom attached would be right for this park. The question of availability of funding for such construction was raised.

Mr. Blanco informed the board that the Parks Department contacted Commissioner González' office via e-mail re this project where approval of moving forward with this project was indicated.

In terms of plans, the Parks Department met with the CIP Department. A standard guardhouse design is going to be implemented for this park. It is contemplated that the standard design may be modified, because the guardhouse as it is designed now has one restroom for the individual working in the guardhouse. The design would be modified to include restroom facilities for the public.

It is hoped that demolition of the existing bathrooms and gazebo and fencing of the area will help to curb the unsavory activity presently taking place at the park.

HD/NIB MOTION 04-07

A MOTION TO REJECT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE SEWELL PARK-BUILDING DEMOLITION PROJECT; FURTHER RECOMMENDING THAT THE BATHROOMS PRESENTLY LOCATED IN THE PARK BE BLOCKED UP, ALLOWING AN OPPORTUNITY FOR THE CITY TO CONSTRUCT A GUARDHOUSE WITH A BATHROOM ATTACHED.

MOVED: D. MARKO
SECONDED: L. CABRERA
NAYS: M. CRUZ; M. REYES
ABSENT: S. ARMBRISTER; S. CASERES;
R. CAYARD; R. FLANDERS;
J. REYES; L. de ROSA; R. VANGATES

Note for the Record: The motion passed by a vote of 6/2.

A question was raised by Board Member Reshefsky as to what would happen to the board's recommendation, since this item represents a \$15,000 expenditure and would not go before the City Commission.

Assistant City Attorney Diaz responded that it is the administration's prerogative to follow the board's recommendation or not to follow the board's recommendation.

Mr. Blanco assured the board that he would consult with Parks Director Santiago Corrada, advising him of the board's recommendation so that Mr. Corrada could consult with the members of the City Commission regarding the board's recommendation before any action is taken re this expenditure.

Board Member Reshefsky suggested that the ordinance governing this board should be amended to require that when any recommendation is made on an item of expenditure valued at less than \$45,000, such recommendation should be placed on a City Commission agenda for consideration by the City Commission. He requested that Assistant City Attorney Diaz draft such an amendment to the ordinance directing that this procedure be followed. Board Member Marko suggested that such amendment should contain language stating that any recommendation of denial of any expenditure made by this board should be placed on

a City Commission agenda for further consideration by the City Commission.

CIP Director Jorge Cano recommended that this kind of issue should be addressed in the Bond Oversight Guidelines which CIP is very close to finalizing a draft of to submit to the board for consideration.

HD/NIB MOTION 04-10

A MOTION BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD (THE BOARD) REQUESTING THE CITY ATTORNEY TO PREPARE A DRAFT AMENDMENT TO THE ORDINANCE GOVERNING THE BOARD, INCLUDING LANGUAGE WHICH WOULD REQUIRE THAT WHENEVER ANY REQUEST FOR EXPENDITURE OF HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD FUNDS IS DENIED BY THE BOARD, SUCH REQUEST SHOULD BE PLACED ON THE REGULAR AGENDA OF THE NEXT CITY COMMISSION MEETING IMMEDIATELY FOLLOWING SUCH DENIAL IN ORDER THAT THE REQUEST MAY BE FURTHER CONSIDERED BY THE CITY COMMISSION.

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

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

- Replacement of monument at Bay of Pigs Park.

Total dollar amount: \$5,000

Source of funds: Homeland Defense/Neighborhood Park
Improvements & Acquisitions

Report by: Ed Blanco - Parks & Recreation

Date approved by Audit Subcommittee: January 15, 2004

This project is located at a park formerly known as Flagler Terrace Park located in the Flagami area of the City. The sign dedicating the Bay of Pigs event was stolen. The District Commissioner has suggested that rather than replacing the sign, which could be stolen again, it would be better to replace it with a concrete monument.

HD/NIB MOTION 04-08

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE BAY OF PIGS-REPLACEMENT OF MONUMENT PROJECT; FURTHER RECOMMENDING THAT \$5,000 OF HD/NIB-NEIGHBORHOOD PARK IMPROVEMENTS AND ACQUISITIONS FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: D. MARKO
SECONDED: W. HARVEY
ABSENT: S. ARMBRISTER; S. CASERES;
R. CAYARD; R. FLANDERS;
J. REYES; L. de ROSA; R. VANGATES

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

- Landscaping and reinforcing foam flooring for aerobic room for new community building at Jose Marti Park.

Total dollar amount: \$50,000

Source of funds: Homeland Defense/Neighborhood Park Improvements & Acquisitions

Report by: Ed Blanco - Parks & Recreation

Date approved by Audit Subcommittee: January 15, 2004

A dedication ceremony for this building will be held on Wednesday, January 28, 2004 at 11:30 a.m. All members are invited to attend the dedication ceremony. This expenditure represents landscaping improvements which were not part of the original contract, as well as flooring for the aerobic dance room. The community center is scheduled to open in February 2004.

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; L. 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.

- Little Haiti Park Environmental & Title Services for Real Property at 6150 NE 4 Avenue, 299 & 303 NE 59 Terrace.

Total dollar amount: \$10,200

Source of funds: Homeland Defense--Little Haiti Park Land Acquisition

Report by: Board Member Reshefsky;
Madeline Valdes and Craig Clevenger-
Economic Development

These three parcels were conveyed by Miami-Dade County for the Little Haiti Park, but the City is responsible for doing environmental/title work for the parcels. Title was accepted by the City in December 2003. Economic Development is now moving forward with fencing the site and removing the underground tanks that exist on the site today. As soon as an estimate has been determined of what that would cost, it will be reported to the board. The sites are now owned by the City. If any hazardous condition is found on the sites, the City would be responsible for cleanup of same. Economic Development will also be reporting back to the board re cleanup of titles re these properties. These properties were taken by the County from people who did not pay their taxes, so there are title issues on the sites. Cost of clearing these titles has not yet been determined.

- Little Haiti Park Appraisal Services for Property at 6311-29 NE 2 Avenue.

Total dollar amount: \$7,750

Source of funds: Homeland Defense/Little Haiti Park Land Acquisition & Development

Report by: Madeline Valdes - Economic Development

Date approved by the Audit Subcommittee: July 15, 2003

Date approved by the Board: July 22, 2003

An appraisal has been obtained for Parcel #92 (6311 N.E. 2 Avenue). Negotiations are currently underway with the property owner. The property owner seeks to relocate to a similar type property as Parcel #92. Economic Development has been assisting him in identifying a similar type property. Comparable properties to this site range anywhere from \$1.5 million to \$2.5 million. As a result, Economic Development has

not yet been able to reach an agreement with the property owner. Economic Development can address the board in six months with an update re this site.

- **Fire-Rescue Homeland Defense Preparedness Initiatives.**

Total dollar amount: \$5,500,000

Source of funds: Fire Rescue Homeland Defense
Preparedness Initiative

Report by: Chief Maurice Kemp - Fire-Rescue

Date approved by the board: October 22, 2002

To date, the Fire Department has purchased or has out to bid equipment totaling \$529,086. Chief Kemp reviewed the itemized list of equipment that has been purchased and equipment pending purchase with the board. An update will be provided to the board in six months.

- **Bicentennial Park Improvements Phase I & II Tank Removal.**

Total dollar amount: \$90,000

Source of funds: Bicentennial Park Improvements

Report by: Craig Clevenger - Economic Development

Date approved by Audit Subcommittee: July 15, 2003

Date approved by the board: July 22, 2003

Date approved by the Commission: October 29, 2003

The work has been completed. \$67,942 have been spent with remaining balance of slightly over \$22,000. Two improperly bounded underground tanks were found, pulled and the area was cleaned. There was residual petroleum found in the area just in front of the park. The City is currently negotiating with FDOT to try to convey that property to FDOT, and if the negotiation is successful, FDOT will take charge of the cleanup. The Department requested to hold the remaining unspent funds for approximately six additional months to determine if the negotiations with FDOT are successful or if the Department will be responsible for the cleanup. There is a June deadline required by Dade County DERM to have a site assessment report

provided to the County. If FDOT does not take charge of the property before the deadline, the City will be responsible for the cleanup. If the dollars are not used for the cleanup, they will go back into the CIP account.

- **Bicentennial Park Improvements Seawall/Shoreline Stabilization Project.**

Total dollar amount: \$ 42,764-Phase I/schematic design and grant application;
 \$378,407-Consulting services

Source of funds: Bicentennial Park Improvements

Report by: Sandra Vega - CIP

Date approved by Audit Subcommittee: July 15, 2003
Date approved by the board: July 27, 2003
Date approved by the City Commission: March 27, 2003

Design and construction documents have been passed and all permitting is in place. The City got the grant application for FIND and currently is in the bidding and negotiation phase. An executive summary is scheduled for February 2, 2004, which will include a bid analysis, and drafting of a recommendation either to accept or reject the lowest bid received in December 2003.

A further update will be provided to the board in June 2004.

- **Greenway Adjacent to Miami Circle – Miami River Comm.**

Total dollar amount: \$125,000

Source of funds: \$25,000 Greenways Improvements
 \$100,000 Dept. of Env. Protection

Report by: Brett Bibeau-Miami River Commission

Date approved by board: October 22, 2002
Date approved by City Commission: November 19, 2002

The project has not progressed as expected partly due to the fact there is a new director in the State Office of Historical Resources. Also, the project cannot progress until the seawall is repaired. The lack of progress is not at the City level.

- Baywalk Improvements at One Miami Site.

Total dollar amount: \$4,200,000
Source of funds: Downtown Infrastructure Improvements
Report by: Diane Johnson, CIP
Date approved by the board: December 10, 2002
Date approved by the City Commission: December 12, 2002

This is not really a bay walk project. It is a river walk project. This river walk will include works of art, a plaza of light, a waterfall and various other features that were part of the original design presentation. The river walk will be one of the last portions of this project to be done. Construction is expected to begin in the summer of 2005

- Greenway Segment at Neo Lofts.

Total dollar amount: \$250,000
Source of funds: Homeland Defense/Greenways
Report by: Diane Johnson, CIP
Date approved by the Audit Subcommittee: July 22, 2003
Date approved by the board: July 22, 2003

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.

IV. CHAIRPERSON'S OPEN AGENDA:

V. ADDITIONAL ITEMS:

CIP Director Jorge Cano addressed the board re contracting for surveying services associated with parks so that the wheels of progress would not be delayed. The board also approved utilization of parks master plan funding to fund Phase I of the City's ADA transition plan. Staff is at the point of negotiating with the consultant who will conduct the survey. This survey will cover approximately 100

parks. Mr. Cano suggested that the City should not wait for all park surveys to be completed before commencing with removing barriers. It is expected that there will be many low cost type barrier removals at the parks for the disabled and as accessibility surveys at parks, shortly thereafter, work orders valued under \$15,000 should be initiated. Vice Chairman Reyes suggested that Mr. Cano make a presentation before the Audit Subcommittee regarding this matter. The Audit Subcommittee will then bring the matter to the board.

HD/NIB MOTION 04-11

A MOTION TO ADJOURN TODAY'S MEETING

MOVED: R. AEDO
SECONDED: L. CABRERA
ABSENT: S. ARMBRISTER; R. CAYARD;
STEVEN CASERES; R. FLANDERS;
J. REYES; L. de ROSA;
R. VANGATES; D. MARKO

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

There being no further business to come before the board, the meeting was adjourned at 8:01 p.m.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 2/24/04 DISTRICT: 5/2
NAME OF PROJECT: EATON PARK - 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: \$35,000 (\$50,000 allocated, estimated current balance is \$ 0)
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: In-ground game table, Bench with arms, single standard grill, play structure, play sand, and excavation/disposal.

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

Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 2/18/04
Approved by Bond Oversight Board? [X] YES [] NO [] N/A DATE APPROVED: 2/24/04
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: Park is finished, how many have we completed? Are we publicizing this Park?

APPROVAL: [Signature]
BOND OVERSIGHT BOARD

DATE: 2/24/04

QUOTATION

Contract Connection Inc.

Quote No 200004313
 Version No 1
 Quote Date 01/16/2004
 Today's Date 01/16/2004
 Salesperson Scott Krohn
 Entered By Scott
 Ship Via Best Way
 Factory Various

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:

Eaton Park
 Miami, FL 33162
 Attn: Eileen
 Phone: 305-754-4635

Vendor Catalog	Description	Quantity	Unit Price	Amount
WV-S616GT	46" game table -- inground	7	\$616.00	\$4,312.00
WV-P2581	Prestige Series Contour 8' Bench with Arms	4	\$387.00	\$1,548.00
PW-1140-00	Single Standard Grill	3	\$219.00	\$657.00
WOW-Quest-Custom	Playstructure per drawing # Q-00006	1	\$16,465.00	\$16,465.00
DrPlay-Sand	#70 trap sand per cubic yard	15	\$35.00	\$525.00
DrPlay-Excavate	Excavation / Disposal per cubic yard	15	\$60.00	\$900.00

Price protected for 30 days. Shipping 4-6 weeks. Prices do not include: rubber surfacing, concrete slab, borders, storage of materials, temporary construction fence, building permits and related fees, walkways. Pricing per metro dade bid 4907. Amount of sand and excavation -- we will remove the top 3" and replace with new sand for top off.

Material Subtotal: \$24,407.00
 Tax: \$0.00
 Installation Chrgs: \$7,593.00
 Freight: \$0.00
 Other: \$0.00

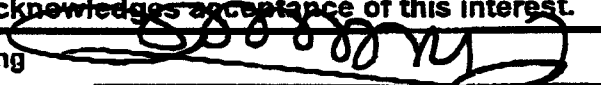
Total=\$32,000.00

**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: _____

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

OK
SK

HOMELAND DEFENSE / NEIGHBORHOOD IMPROVEMENT BOND FUNDS

FEBRUARY, 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.	Playground Equip.	\$35,000	\$50,000	(Included in Scope)	Community
2. Athalie Range 525 N.W. 62 nd St.	Playground Shade	\$33,000	\$1.35 Mil	(Included in Scope)	Staff
3. Athalie Range	Playground Equip.	\$52,000	\$1.35 Mil	(Included in Scope)	Staff
4. Jose Marti Park 351 S.W. 4 th Street	Emergency Lighting	\$9,000	\$1.35 Mil	(Scope Change)	Administration
5. West Buena Vista N.W. 45 St. & 11th Ct.	Playground Equip.	\$30,000	\$30,000	(Included in Scope)	Staff
6. Moore Park 765 N.W. 36 th Street	Shade Structure	\$80,000	\$1.35 Mil	(Included in Scope)	Staff / Users
7. Hadley Park 1300 N.W. 50 St.	Pool Building Floors	\$36,000	\$1.35 Mil	(Included in Scope)	Staff
	Total Request	\$275,000			



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 2/24/04 DISTRICT: 5

NAME OF PROJECT: ATHALIE RANGE PARK - PLAYGROUND SHADE

INITIATING DEPARTMENT/DIVISION: Parks & Recreation

INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco 305.416.1253

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: \$33,000 (\$1,350,000 total allocated, remaining balance \$1,262,000) SOURCE OF FUNDS: HDNI Bonds - Neighborhood Parks Improvements 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 305.416.1253

DESCRIPTION OF PROJECT: Furnish all materials, labor, and equipment, necessary to complete installation of a 60ft x 60ft shade structure with a 10ft entry height shade structure, large enough to cover the existing play structure and new spring riders. Permits and inspections are included in cost. Vendor Leadex Corporation (lowest bidder). The cost estimate is based on Dade County Bid # 4907-2/03-1.

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

Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 2/18/04 Approved by Bond Oversight Board? [X] YES [] NO [] N/A DATE APPROVED: 2/24/04 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:

APPROVAL: [Signature] DATE: 2/24/04 BOND OVERSIGHT BOARD

MOVED: M. REYES
SECONDED: L. de ROSA
ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD;
G. RESHEFSKY; R. VANGATES

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

- **Playground Shade and Equipment at Athalie Range Park.**

Total dollar amount: \$33,000-Playground shade;
\$52,000-Playground equipment
Source of funds: Homeland Defense/Neighborhood Park
Improvements and Acquisitions
Report by: Ed Blanco - Parks & Recreation
Date approved by Audit Subcommittee: February 18, 2004

Scope of work re playground shade includes furnishing of all materials, labor and equipment necessary to complete installation of a 60'-by-60' shade structure with a 10' entry height shade structure large enough to cover the existing play structure and new spring riders. Shade structures are needed at the park, as well as purchase of playground equipment. Permits and inspections are included in the cost.

Scope of work re playground equipment includes furnishing of all materials, labor and equipment necessary to complete installation of temporary fence around construction area; spring see-saw; parcourse joint fitness center; GT stock spring rider; Clifford the Dog spring rider; mini-bike spring rider; single post two-belt swing; three deluxe six-foot benches with intermediate armrests; pour-in-place safety surfacing on existing slab; complete volleyball.

HD/NIB MOTION 04-14

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE ATHALIE RANGE PARK-PLAYGROUND EQUIPMENT PROJECT AND THE ATHALIE RANGE PARK-PLAYGROUND SHADE PROJECT; FURTHER RECOMMENDING THAT \$52,000 OF HD/NIB-NEIGHBORHOOD PARK IMPROVEMENTS & ACQUISITION FUNDS BE ALLOCATED TO THE ATHALIE RANGE PARK-PLAYGROUND EQUIPMENT PROJECT AND THAT \$33,000 OF HD/NIB-NEIGHBORHOOD PARK IMPROVEMENTS & ACQUISITION FUNDS BE ALLOCATED TO THE ATHALIE RANGE PARK-PLAYGROUND SHADE PROJECT.

Leadex Corporation

CGC 010793
4731 S. W. 75 AVE. MIAMI, FLORIDA 33155

Telephone 305-266-2028
Fax 305-264-5350

PROPOSAL

To: City of Miami Parks & Rec.
Attn.: Jose Cerdan
Loc: Athalie Range Park
Re.: Park Renovations

September 3, 2003

- We propose to furnish all materials, labor, and equipment, necessary to complete the following installation as per directives provided to Leadex Corporation.

"SCOPE OF WORK"

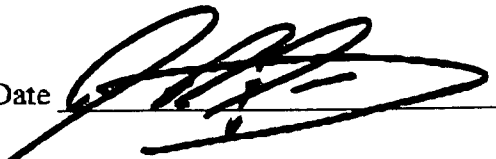
- | | |
|---|--------------------|
| 1. Supply eqpt. from Industrial Shadeports.
60 ft x 60 ft with a 10 ft entry height shade structure to cover the entire Southern play area. This will cover the existing play structure and the new spring riders. | 22,500.00 |
| 2. Installation of the above equipment. | 6,300.00 |
| 3. Receive, unload, store, and deliver equipment. | 1,000.00 |
| 4. Permits and inspections. | 2,500.00 |
| Total | \$31,300.00 |

MIAMI DADE COUNTY CONTRACT # 4907-2/03-1

"SCOPE OF WORK NOT INCLUDED"

Installation to be per manufacturer specs.
Must have access for machinery.
Must have access to power & water.

Authorized
Signature & Date



Accepted By
Signature & Date



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 2/24/04 DISTRICT: 5
 NAME OF PROJECT: ATHALIE RANGE PARK - PLAYGROUND EQUIPMENT
 INITIATING DEPARTMENT/DIVISION: Parks & Recreation
 INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco 305.416.1253
 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: \$52,000 (\$1,350,000 allocated, estimated current balance is 1,210,000)
 SOURCE OF FUNDS: HDNI Donds - Neighborhood Parks Improvements
 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 305.416.1253

DESCRIPTION OF PROJECT: Furnish all materials, labor, and equipment, necessary to complete installation of temporary fence around construction area and the following playground equipment: spring see-saw, parcourse joint fitness center, GT stock spring rider, Clifford the dog spring rider, minibike spring rider, single post 2 belt swing, and 3 deluxe 6ft benches with intermediate armrest. Pour-in-place safety surfacing on existing slab. Complete volleyball court. Vendor Leadex Corporation (lowest bidder). The cost estimate is based on Dade County Bid # 4907-2/03-1.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/18/04
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04
 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: Robert A. Flood DATE: 2/24/04
 BOND OVERSIGHT BOARD

Leadex Corporation

CGC 010793
4731 S. W. 75 AVE. MIAMI, FLORIDA 33155

Telephone 305-66-2028
Fax 305-64-5350

PROPOSAL

To: City of Miami Parks & Rec.
Attn.: Jose Cerdan
Loc: Athalie Range Park
Re: Park Renovations

August 21, 2003

- We propose to furnish all materials, labor, and equipment, necessary to complete the following installation as per directives provided to Leadex Corporation.

"SCOPE OF WORK"

- | | |
|--|-----------|
| 1. Provide temporary fence around construction area
300' @ \$2.90 | 870.00 |
| 2. Supply play eqpt. from Gametime as indicated | 27,141.60 |
| 1- Buck-a-bout spring seesaw | |
| 1- Parcourse joint use fitness center | |
| 1- GT stockcar spring rider | |
| 1- Clifford the dog spring rider | |
| 1- Minibike spring rider | |
| 1- single post 2 belt swing | |
| 3- Deluxe 6ft benches with intermediate armrest | |
| 3. Installation of the above equipment.
24.9% of \$27,141.60 | 6,753.26 |
| 4. Receive, unload, store, and deliver equipment. | 1,250.00 |
| 5. Pour-in-place safety surfacing on existing slab.
400 sq ft @ \$12.00 | 4,800.00 |
| 6. Complete volleyball court. | 9,910.93 |
| Excavation 129cy @ \$14.25 = \$1,838.25 | |
| Volleyball net installed. \$ 871.18 | |
| Wood border. \$2,622.00 | |
| Trap Sand #70 129cy@\$35.50\$4,579.50 | |

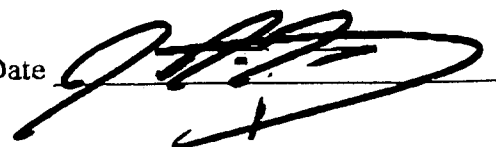
Total ----- \$50,100.79

MIAMI-DADE COUNTY CONTRACT # 4907-2/c3-1

"SCOPE OF WORK NOT INCLUDED"

- Installation to be per manufacturer specs.
- Must have access for machinery.
- Must have access to power & water.
- No permit or permit fees, plans or plans processing.

Authorized
Signature & Date



Accepted By
Signature & Date



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 2/24/04 DISTRICT: 3
 NAME OF PROJECT: JOSE MARTI PARK - EMERGENCY REPAIRS FOR LIGHT POLES
 INITIATING DEPARTMENT/DIVISION: Parks & Recreation
 INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco / 350.416.1253
 C.I.P. DEPARTMENT CONTACT: Ed Blanco
 RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331419
 ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$ 8,860 (\$1,350,000 allocated; estimated current balance is \$496,172)
 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: Jose Briz / CIP

DESCRIPTION OF PROJECT: The work consists of furnishing all labor, materials, equipment, and necessary supervision for the replacing of nine fixtures in existing pole lights at the park.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/18/04
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04
 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: On 2/3/04 Bob Flanders gave a verbal approval to move forward with this project due to numerous complaints from residents of Neo Lofts regarding safety concerns.

APPROVAL: Robert O. Flanders DATE: 2/24/04
 BOND OVERSIGHT BOARD



Department of Capital Improvements
PROJECT ANALYSIS FORM

Emergency:

Project Name: EMERGENCY REPAIRS FOR POLE LIGHTS AT JOSE MARTI PARK
Project Location: 331 SW FOURTH STREET **Project Number:** 0-0307
Initiating Dept.: PARK DEPARTMENT **Commissioner District:** 3
Account Number: 331419 **Amount:** _____ **Project Budget:** _____
Account Number: _____ **Amount:** _____ **Appropriated:** _____
Account Number: _____ **Amount:** _____ **Allocated:** _____

PROJECT FUNDS ALLOCATION		DESIGN PHASE	
A. A/E Design:			
1	Basic Fees (10% - 15% of C1)	0%	_____
2	Additional Services (≥ 5% of A1)	0%	\$0.00
3	Miscellaneous Services (0.5% - 5% of C1)	0%	\$0.00
4	CIP Design Administration (2% - 5% of C1)	0%	_____
B. In-House Design			
1	Basic Fees (5% - 10% of C1)	0%	_____
2	Miscellaneous Services (0.5% - 5% of C1)	0%	\$300.00
**Design Phase Total:			\$300.00
PROJECT FUNDS ALLOCATION		CONSTRUCTION PHASE	
C. Construction:			
1	Construction Contract Estimate:		\$6,000.00
2	Contingency Allowance: (5% - 10% of C1)	0%	\$2,000.00
3	Permit Fees: (3% - 5% of C1)	0%	\$0.00
4	Other Agency Fees: (2% - 3% of C1)	0%	\$0.00
5	Telecommunications:		_____
6	Utilities:		_____
7	Establishment:		_____
Construction Total:			\$8,000.00
D. Construction Administration			
Const. Administration Total: (5% - 7% of C1)		0%	\$560.00
E. Furnishings:			
1	Flooring (if N.I.C.)		_____
2	Furniture and Equipment: (5% - 7% of C1)	0%	\$0.00
3	Information Services:		_____
4	Accessories: (1% - 2% of C1)	0%	\$0.00
Furnishings Total:			\$0.00
F. Miscellaneous Construction Costs:			
1	Site Acquisition		_____
2	Miscellaneous Construction		_____
Misc. Construction Total:			\$8,560.00
** Construction Phase Total			\$8,560.00
**Total Estimated Project Cost:			\$8,860.00

PROJECT SCOPE IDENTIFICATION

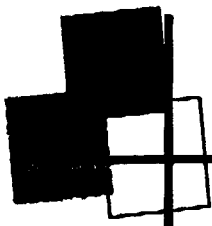
THE WORKS CONSISTS OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, AND NECESSARY SUPERVISION FOR THE REPLACING OF NINE (9) FIXTURES IN EXISTING POLE LIGHTS AT THE PARK

FUNDING SOURCES

CIP - Homeland Defense Bonds
 331419

Amount: _____
 Amount: _____
 Amount: _____

Project Manager / Ext.: J.A. BRIZI 1209 *J.A. Brizi*
 Date: February 2, 2004



Sure Electrical Contractors, Inc.

PROPOSAL.

CONFIDENTIAL

Proposal Submitted To: City of Miami Dept. of Purchasing. At: Mr. Ramon Berges.	Phone: (305) 416-1903 Fax: 416-1925	Date: 2/2/04
---	---	------------------------

Address: 351 S.W. 4 th Street Miami, Fl.	Job Name: Jose Marti Park Light Pole repairs.
--	--

Job Description: Install new light fixtures and fuses on nine (9) existing poles on west side of park. Tighten and secure three (3) existing poles. Permits paid for by City of Miami.

No repairs of any kind to any existing surfaces are included in this proposal. No rewiring of underground conductors is included in this proposal.

We propose hereby to furnish materials and labor – complete in accordance with the above job description, for the sum of: **\$5,950.00**

All material is to be as specified. All work to be completed in a workman like manner according to standard practices. Any alterations or deviation from above description involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. All payments are due in full within 30 days of billing, any legal fees associated with collection of money due are to be added to the price of this proposal. Late payments are subject to late fees at our discretion.

Authorize Signature  Title: President

Acceptance of Proposal – the above prices, descriptions and conditions are satisfactory and are hereby accepted. You are authorized to do the work as described above.

Date of Acceptance: _____ Signature: _____ Title: _____
This proposal is valid for 60 calendar days from date of submittal.

PROPOSAL

601 SW 57 Avenue, Suite F
Miami, Florida 33144

Telephone: 305.265.1984

Fax: 305.269.8283

E-Mail:gt100@bellsouth.net

GANCEDO TECHNOLOGIES, INC.

City Of Miami
444 SW 2nd Avenue
Miami, Florida 33010

DATE	PROPOSAL NO.	PROJECT	SUB JOB
2/2/2004	1626	Jose Marti Park Street Lighting	ELECTRICAL REPAIR

DESCRIPTION	QTY	COST	TOTAL
<p>FURNISH ALL LABOR AND MATERIAL FOR ELECTRICAL SYSTEM INCLUDING BUT NOT LIMITED TO:</p> <p>*****SCOPE OF WORK*****</p> <p>FLORIDA SALES TAX.</p> <p>FURNISH AND INSTALL NEW LIGHTS FIXTURES HEAD ON EXISTING LIGHT POLES.</p> <p>FURNISH AND INSTALLED NEW WATER PROOF FUSE HOLDERS.</p> <p>*****EXCLUSIONS*****</p> <p>PERMIT AND PLANS</p> <p>TIMER REPLACEMENT OR REPAIR.</p> <p>WIRES REPLACEMENT</p> <p>CONCRETE OR ASPHALT CUTTING, REMOVAL AND PATCHING.</p> <p>BARRICADES, FENCES AND SIGNS.</p> <p>PREVAILING WAGES, IF APPLICABLE.</p> <p>PERFORMANCE BOND.</p>	1	6,105.00	6,105.00
THANK YOU FOR USING GANCEDO TECHNOLOGIES	TOTAL		



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 2/24/04 DISTRICT: 5
 NAME OF PROJECT: WEST BUENA VISTA PARK - PLAYGROUND EQUIPMENT
 INITIATING DEPARTMENT/DIVISION: Parks & Recreation
 INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco 305.416.1253
 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: \$30,000 (\$30,000 total allocated)
 SOURCE OF FUNDS: HDNI Donds - Neighborhood Parks Improvements
 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 305.416.1253

DESCRIPTION OF PROJECT: Vendor Hunter Knepshield Company (lowest bidder). The cost estimate is based on Dade County Bid # 4907-2/03-1; City Resolution # 03-934. Install curved balance beam, 6-way spring saw, triple slide, in-ground benches with back and center arm, in-ground round tables, trash receptacles, flat top gallon receptacle, trash liners, hexagon benches, stand alone climber, excavate new area, demolish existing plastic border, install concrete curb, trap sand, and project sign.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/18/04
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04
 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: Park is finished.

APPROVAL: Robert O. Fland DATE: 2/24/04
 BOND OVERSIGHT BOARD

MOVED: M. REYES
SECONDED: J. REYES
ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD;
G. RESHEFSKY

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

- **Playground Equipment at West Buena Vista Park.**

Total dollar amount: \$30,000
Source of funds: Homeland Defense/Neighborhood Park
Improvements & Acquisitions
Report by: Ed Blanco - Parks & Recreation
Date approved by Audit Subcommittee: February 18, 2004

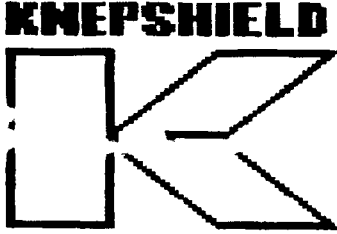
Scope of work includes installation of curved balance beam, six-way spring saw, triple slide, in-ground benches with back and center arm, in-ground round tables, trash receptacles, flat top gallon receptacle, trash liners, hexagon benches, stand alone climber, excavation of new area, demolition of existing plastic border; installation of concrete curb, trap, sand and project sign. \$30,000 is being requested for playground equipment, which is also part of the scope of this project.

HD/NIB MOTION 04-16

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE WEST BUENA VISTA PARK-PLAYGROUND EQUIPMENT PROJECT; FURTHER RECOMMENDING THAT \$30,000 OF HD/NIB-NEIGHBORHOOD PARK IMPROVEMENTS & ACQUISITIONS FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: L. de ROSA
SECONDED: M. REYES
ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD;
G. RESHEFSKY

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



HUNTER KNEPSHIELD COMPANY

10 Hunters Trail
P.O. Box 499
LaGrange, Kentucky 40031
Phone: 800-626-6530
Fax: 502-225-9335
Email: playgrd@iglou.com

PRICE QUOTATION

Form with fields for ATTN: Jose Cerdan, AGENCY: CITY OF MIAMI, ADDRESS: 444 SW 2nd Ave., Miami, FL 33130, PHONE: 305-416-1304, FAX: 305-416-2154, PROJECT: WEST BUENA VISTA PARK, SHIP TO: NW 11th Ct., DATE: 17-Dec-03, Dest Truck, Prepaid, VALID THROUGH: 05-May-04, QUOTE #: 2624, TERMS: 50% RWO BAL NET 30

Table with columns: QUANTITY, ITEM NUMBER, DESCRIPTION, LIST PRICE, DISCOUNTED PRICE, AMOUNT. Includes items like CURVED BALANCE BEAM, 6-WAY SPRING SAW, TRIPLE SLIDE 5' ST POST, and various benches and site work.

* THE ABOVE QUOTATION IS BASED UPON SITE ACCESS FOR HEAVY EQUIPMENT AND NORMAL SOIL. CONDITIONS OF 2000 PSF. IF DURING EXCAVATION OF FOUNDATIONS NECESSARY PER MANUFACTURERS SPECIFICATIONS, CONDITIONS EXCEED NORMAL, OUR CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY. THIS SHALL INCLUDE ALL TYPES OF ROCK, VEGETATION AND/OR ANY UNFORESEEN HAZARDS. THERE WILL BE ADDITIONAL CHARGES INCURRED TO CLEAR THE AREA AND/OR THE ABUTMENT HOLE SO THAT INSTALLATION CAN BE COMPLETED. NO SOIL TESTS, LICENSES OR PERMITS INCLUDED.

**NOTE: IF APPLICABLE SALES TAX IS NOT INCLUDED
COPY OF TAX EXEMPT CERTIFICATES MUST ACCOMPANY ALL EXEMPT ORDERS.
CUSTOMER IS RESPONSIBLE FOR PAYING APPLICABLE SALES TAX DIRECT TO THEIR STATE, OR SUBMIT COPY OF TAX EXEMPT CERTIFICATE WITH ORDER.
TERMS: NET 30 (UPON APPROVED CREDIT) SERVICE CHARGE OF 2% PER MONTH ADDED TO ALL UNPAID BILLS AFTER 30 DAYS SHOULD COLLECTION BE NECESSARY. CUSTOMER AGREES TO PAY ALL COSTS, INCLUDING ATTORNEY FEES.

CUSTOMER TAX NUMBER:
Authorized Signature
Authorized Signature of Purchaser/DATE



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 2/24/04 DISTRICT: 1
 NAME OF PROJECT: MOORE PARK - SHADE STRUCTURE
 INITIATING DEPARTMENT/DIVISION: Parks & Recreation
 INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco / 305.416.1253
 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: \$ 80,000 (\$1,350,000 allocated; estimated current balance is \$425,032)
 SOURCE OF FUNDS: HDNI Bonds - Parks & Recreation
 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: Engineer and design shade structure, install cantilever shade units, and site preparation. Cost includes permitting. The cost estimate is based on Dade County Bid # 4907-2/03-1; City Resolution # 03-934.

ADA Compliant? YES NO N/A
 Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/18/04
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04
 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: [Signature] DATE: 2/24/04
 BOND OVERSIGHT BOARD

- **Shade Structure at Moore Park.**

Total dollar amount: \$80,000
Source of funds: Homeland Defense/Parks & Recreation
Report by: Ed Blanco - Parks & Recreation Dept.
Date approved by Audit Subcommittee: February 18, 2004

Scope of work includes engineer and design of shade structure, installation of cantilever shade units and site preparation.

HD/NIB MOTION 04-17

A MOTION TO ADOPT THE RECOMMENDED APPROVAL OF THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE MOORE PARK-SHADE STRUCTURE PROJECT; FURTHER RECOMMENDING THAT \$80,000 OF HD/NIB-PARKS & RECREATION FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: M. CRUZ
SECONDED: L. de ROSA
ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD; G. RESHEFSKY

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

- **Pool Building Floors at Hadley Park.**

Total dollar amount: \$36,000
Source of funds: Homeland Defense/Neighborhood Park Improvements & Acquisitions
Report by: Ed Blanco - Parks & Recreation
Date approved by Audit Subcommittee: February 18, 2004

Scope of work includes furnishing of all labor and materials to prepare epoxy flooring and to install seamless epoxy floors in both the women's and men's locker rooms and the exercise room. Mr. Blanco provided samples of the flooring material to be used on this project. Hadley Pool is one of the two City pools that are used year-round.

AMERICAN PARK & PLAY

Playground and Recreational Products

American Park & Play, Inc.
 12356 Wiles Rd.
 Coral Springs, FL 33076
 Phone: 954/345-8238
 Fax: 954/345-8238

OK per Wayne

QUOTE

Date	Quote #
02/11/04	AAAQ1120

Sold To: Miami, City of
 Jose Cerdan
 444 SW 2nd Avenue
 8th Floor
 Miami, FL 33130
 Miami - Dade
 Phone: 305-416-1304
 Fax: 305-416-2154

Ship To: Moore Park Tennis Ctr
 Jose Cerdan
 765 NW 36th Street
 Miami, FL 33124
 Miami - Dade
 Phone: 305-416-1304
 Fax: 305-416-2154

TERMS OF SALE. We submit this quotation as our offer to sell equipment to the buyer quoted to above. This is not an acknowledgment and no goods will be produced until all requirements are met as stated herein to the satisfaction of the seller. To accept this proposal, please sign, date and return with any other materials required. Once signed and accepted by seller, any changes must be submitted in writing and approved by seller. No goods may be returned without prior written consent of the seller.

Terms	AP&P Rep	P.O. Number	Ship Via
30 Days	Allen Cooke		

Part No	Qty	Description	Unit Price	Ext. Price
	1	Engineering & Design of Shade Structure	\$5,500.00	\$5,500.00
	3	19' x 35' Cantilever Shade Units, per Miami-Dade Bid #4907-2/03-1	\$9,500.00	\$28,500.00
	1	Site Preparation: Excavation, Labor and Dumpster, per Miami-Dade Bid #4907-2/03-1	\$5,000.00	\$5,000.00
	1	Installation: Unloading, Installing, Staff, Concrete & Crane, per Miami-Dade Bid #4907-2/03-1	\$34,200.00	\$34,200.00
	1	Permitting	\$1,500.00	\$1,500.00

Quote per Miami-Dade Bid #4907-2/03-1

Subtotal	\$74,700.00
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$74,700.00

PAYMENT TERMS. No retainage and no holdbacks are allowed. In addition to the price stated herein, buyer agrees to pay the seller interest on accounts past due at a rate of 1.50% per month or the maximum allowable interest rate applicable by law, whichever is lower and all collection cost including attorneys' fees and other costs. **Payment Due 30 Days From Invoice**

SPECIFICATIONS. All equipment is per the manufacturer's specifications with standard colors. Please note that installation does not include any ground preparation, landscaping, borders or surface media such as sand, mulch, etc. unless stated. Also, we are not responsible for underground utilities, irrigation lines, etc., unless they have been marked and brought to our attention. American Park & Play, Inc. is not responsible for permits or their associated cost unless stated. American Park & Play, Inc. will provide necessary documents for permitting and will charge to the customer actual cost to obtain permits such as engineering, counters, permit fees, etc.

SHIPPING INFORMATION. Shipping schedule is an estimate only. We will do our best to maintain timely schedules; we are not responsible for any cost or damages resulting from shipping delays. The Shipping Schedule does not include, nor are we responsible for, time in transit. Shipping charges do not include truck unloading.

INSURANCE. If General Liability Insurance is required, proof of insurance and / or ANI - additional named insured, must be requested upon the signing of this quote. If ANI insurance is not requested at the time this order is placed, American Park & Play, Inc. will not be held responsible for providing required insurances. When general liability insurance with ANI - additional named insured is required by the customer, there will be an additional \$200.00 fee added to the grand total of this quote if it has not already been included as a line item in the description section of this quote.

By signing this proposal, you agree to the above terms and will process accordingly.

Date / /

Signature _____

Please Initial Below.

General Liability Insurance - ANI is required: YES NO

Print Name _____

General Liability Insurance - Proof Only: YES NO



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 2/24/04 DISTRICT: 5
NAME OF PROJECT: HADLEY PARK - POOL BUILDING FLOORS
INITIATING DEPARTMENT/DIVISION: Parks & Recreation
INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco 305.416.1253
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: \$ 36,000 (\$1,350,000 allocated, estimated current balance is \$1,180,000)
SOURCE OF FUNDS: HDNI Bonds - Neighborhood Parks Improvements
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 Department

DESCRIPTION OF PROJECT: Cost includes the furnishing of all labor and materials to prepare epoxy flooring and to install seamless epoxy floors in both the women's and men's restrooms and the exercise room. Vendor is Epic Construction.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/18/04
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04
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:

APPROVAL: [Signature] DATE: 2/24/04
BOND OVERSIGHT BOARD



FEBRUARY 9, 2004

CITY OF MIAMI
ATTN: KINSLEY RIGBY
PROJECT MANAGER - HEDLEY POOL
FAX: 305.634.8164

RE: HEDLEY POOL
4300 NW 12TH AVE
MIAMI, FLORIDA

PROPOSAL

WE HEREBY PROPOSE TO FURNISH ALL LABOR AND MATERIALS FOR THE FOLLOWING:

EPOXY QUARTZ FLOORING -

MATERIAL AND LABOR TO PREPARE EPOXY FLOOR AND INSTALL A NEW 1/8" DURAQUARTZ SEAMLESS EPOXY FLOOR WITH INTEGRAL 4" COVE BASE IN WOMEN ROOM, MEN ROOM AND EXERCISE ROOM.

APPROXIMATELY: 5,000 SF + 1,200 LF = 6,200 UNITS

TOTAL FOR ABOVE

\$31,970.00

EPIC CONSTRUCTION, INC.


WILLIAM HERNANDEZ, PRESIDENT
WH/mih

6845 S.W. 144 St.
Miami, Florida 33158
(305) 971-7811
fax: (305) 971-6353
CBC 056077

TRINTEC
 CONSTRUCTION INC
 13091 NW 43rd Avenue Unit A-2
 Opalocka Fl 33054
 305 685.3001
 Trintec@aol.com

ESTIMATE

DATE: February 10, 2004

City of Miami
 C. Hadley Park
 Miami, Fl 33136
 ATTN: *Kingsley*

Fax *305 689-8164*

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

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

JOB DESCRIPTION

Cost to install epoxy flooring in men's & ladies' bathrooms.

Epoxy flooring to be installed over existing flooring. 1/8" DUra Quartz seamless epoxy flooring with 4" cove base.

Please note that there is a lot of ponding on the floor. This proposal does not include any pitching to drains or filling in of low areas, nor the installation of new drains.

This proposal is base on one mobilization during regular hours.

In order to have a guarantee against failure due to water vapor, unless a water vapor transimission test is performed and water transimission tests are less than 5 pounds. If water transimission test are over 5 pounds then a Koester water vapor reduction system will be required. This will be an additional cost.

ITEMIZED ESTIMATE

TOTAL COST	\$ 32,364.00
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[Handwritten signatures]

This is an estimate only, not a contract for services. This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 7/22/03 DISTRICT: 2

NAME OF PROJECT: BICENTENNIAL PARK SEAWALL/SHORELINE STABILIZATION - PHASE I

INITIATING DEPARTMENT/DIVISION: CIP

INITIATING CONTACT PERSON/CONTACT NUMBER: Sandra Vega 305.416.1243

C.I.P. DEPARTMENT CONTACT: Sandra Vega

RESOLUTION NUMBER: R-04-0107 CIP/PROJECT NUMBER: 331418

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes, TOTAL DOLLAR AMOUNT: \$7,447,171 * (\$5 Million in first Series, \$5 Million in second series)
SOURCE OF FUNDS: HDNI BONDS - 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: Requesting \$7,209,069 for increase in contract for Phase I and \$238,101 for the design phase for Phase II of this project.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/18/04

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04

Approved by Commission? YES NO N/A DATE APPROVED: 2/26/04

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: * \$5,000,000 allocated, but additional funding will be used from the following sources to cover project's costs: \$670,000 from HDNI Bonds unallocated funds; \$700,000 from FIND Grant; \$1,200,000 from General Fund Contribution, and \$188,838 from I-95 Pedestrian Overpass & Interest for a total of \$7,758,838. Contractor will grade 20 feet upland for future bay walk. Trees need to be removed, there should be a mitigation or relocation plan. Project is going before commission on 2/26/04; then 60 days to start construction with 15 months to complete project.

APPROVAL: Robert A. King
BOND OVERSIGHT BOARD

DATE: 2/24/04

Enclosures: Back-Up Materials YES NO

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: The Honorable mayor and Members
Of the City Commission

DATE: January 9th, 2004 FILE: B-3293 & B30290
FORMAL BID

SUBJECT: Resolution Awarding Contract
for "Bicentennial Park Shoreline
Stabilization Project-Phase I,
B-3293 ; and
Increase in contract to
Edwards and Kelcey, Inc for the
Design of Bicentennial Park
Shoreline Stabilization Project
Phase II - B30290

FROM: Joe Arriola
City Manager

REFERENCES:

ENCLOSURES: Five (5) Documents

RECOMMENDATION:

It is respectfully recommended that the City Commission adopt the attached Resolution accepting the bid of "Shoreline Foundation, Inc.", for "Bicentennial Park Shoreline Stabilization Project, Phase I, B-3293, received on December 30, 2003, "in an amount not to exceed" of \$6,957,195.10 Total Bid. "Shoreline Foundation, Inc.", is a company located at 2781 S.W. 56th Avenue, Pembroke Park, Florida, 33023, whose Principal is Mr. James Royo, President. Also, authorizing the City Manager to enter into contract on behalf of the City. Also, authorizing the City Manager an increase in contract to Edwards and Kelcey, Inc "in an amount not to exceed" of \$238,101.00 for the Professional Services required for the Design of the Bicentennial Park Shoreline Stabilization Phase II, B-30290

BACKGROUND:

Amount of Total Bid: \$ 6,957,195.10

Cost Estimate: 99%

Const. Cost Estimate: \$ 6,920,146.00

Construction Time: 450 Calendar Days

Source of Funds: CIP No. 331418

Minority Representation: 39 invitations faxed to Black, Female, Hispanic -
Owned Firms

18 Contractors picked up specs
(5 Hispanics, 0 Black, 0 Female)
2 Contractors submitted bid
(N/A Hispanic, N/A Black, N/A Female)

Public Hearings/Notices: No

Discussion: The Department of Capital Improvements has evaluated the bids received on December 30, 2003, and determined that the lowest responsible and responsive bid, in the amount "in an amount not to exceed" of \$ 6,957,195.10 is from Shoreline Foundation, Inc. Funds are available to cover the contract cost, and for such incidental items as postage, blueprinting, advertising, reproduction costs, testing, etc.

Also, the Department of Capital Improvements has received proposal from Edwards and Kelcey, Inc consultants Engineers for the Design of Bicentennial Park Shoreline Stabilization Project - Phase II, B-30290 authorizing the City Manager an increase in contract to Edwards and Kelcey, Inc "in an amount not to exceed" of \$238,101.00 for the Professional Services required for the Design of the Bicentennial Park Shoreline Stabilization Phase II, B-30290

FISCAL IMPACT: NONE - BUDGETED ITEM

Enclosures: Resolution
Contract
Tabulation of Bids
Project Fact Sheet
Budgetary Impact Analysis Form

JA/ACS/JCC/JO/SV/gd

AD SV

..Title

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ACCEPTING THE BID OF SHORELINE FOUNDATION, INC, THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO FORMAL INVITATION FOR BIDS, DATED DECEMBER 30, 2003 FOR THE PROJECT ENTITLED "BICENTENNIAL PARK SHORELINE STABILIZATION PROJECT", B-3293 AND, "IN AN AMOUNT NOT TO EXCEED" OF \$6,957,195.10; ALLOCATING FUNDS FROM CAPITAL IMPROVEMENTS PROJECT NO. 331418 IN THE AMOUNT OF \$7,209,069.15, AS APPROPRIATE BY CAPITAL IMPROVEMENTS ORDINANCE NO.12451, AS AMENDED, IN THE AMOUNT OF \$6,957,195.10 FOR THE CONTRACT COSTS, AND \$251,874.05 FOR EXPENSES, FOR A TOTAL COST OF \$7,209,069.15; ALSO AUTHORIZING AN INCREASE IN CONTRACT TO EDWARDS & KELCEY, INC. FOR THE DESIGN OF BICENTENNIAL PARK SHORELINE STABILIZATION - PHASE II, PROJECT B-30290 "IN AN AMOUNT NOT TO EXCEED" OF \$238,101.00 FOR THE PROFESSIONAL SERVICES REQUIRED FOR THE DESIGN OF BICENTENNIAL PARK SHORELINE STABILIZATION - PHASE II, PROJECT B-30290 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE FORM ATTACHED , FOR SAID PURPOSES.

..Body

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

Section 1. The bid of Shoreline Foundation, Inc, the lowest responsive and responsible bidder pursuant to invitation for Bids, dated December 30, 2003, "in an amount not to exceed" of \$6,957,195.10, for the project entitled "Bicentennial Park Shoreline Stabilization Project, Phase I, B-3293", for the total bid of the proposal, based on lump sum prices, is accepted "in an amount not to exceed" stated herein.

Section 2. The total estimated project costs "in an amount not to exceed" of \$7,209,069.15 are allocated from Capital Improvements Project No. 331418 and \$7,209,069.15, as appropriated by the Annual Appropriations and Capital Improvements Ordinances, as amended. The total project costs consist "in an amount not to exceed" of \$6,957,195.10 for

contract costs and \$251,874.05 for estimated expenses incurred by the City.

Section 3. The City of Miami has engaged the consulting firm of Edwards & Kelcey for the design of Bicentennial Park Shoreline Stabilization Project, Phase I, B-30290.

Section 4. The City of Miami is committed to develop the Phase II of the project, that includes the stabilization of 695 L.F. of shoreline of Biscayne Boulevard between Bicentennial Park and in the American Airline Arena.

Section 5. The City of Miami has received proposal in "an amount not to exceed" \$238,101.00 from Edwards & Kelcey, for the design of the Phase II of the Project.

Section 6. The City Manager is hereby authorized to negotiate, to execute and agreement, in the substantially attached form, with Shoreline Foundation, Inc for the construction of the project, and with Edwards and Kelcey, Inc for design of Phase II.

Section 7. This Resolution shall become effective immediately upon its adoption and signature of the mayor.

PASSED AND ADOPTED THIS ____ DAY OF _____ 2004.

APPROVED AS TO FORM AND CORRECTNESS:

ALEX VILARELLO
CITY ATTORNEY

..Footnote

{1} Words and/or figures stricken through shall be deleted. Underscored words and/or figures shall be added. The remaining provisions are now in effect and

remain unchanged. Asterisks indicate omitted and unchanged material.

- {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.

CONTRACT

This AGREEMENT, made and entered into this _____ day of _____, A.D., 2003, by and between the City of Miami, Florida, a municipal corporation of the State of Florida, party of the first part, (hereinafter sometimes called the "City"), and SHORELINE FOUNDATION, INC.

Party of the second part (hereinafter sometimes called the "Contractor")

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, mutually agree as follows:

ARTICLE 1. SCOPE OF THE WORK: The Contractor shall furnish all labor, materials and equipment and perform all the work in the manner and form provided by the Contract Documents, for the project entitled:

BICENTENNIAL PARK SHORELINE STABILIZATION PROJECT, PHASE I, B-3293.

ARTICLE 2. THE CONTRACT SUM: The City shall pay to the Contractor, for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions and based on unit prices (where applicable), all as provided in the Proposal and other Contract Documents, the sum "an amount not to exceed" of (\$ 6,957,195.10).

Six Million Nine Hundred Fifty Seven One Hundred Ninety Five Dollars and Ten Cents.

ARTICLE 3. PARTIAL AND FINAL PAYMENTS: In accordance with the provisions fully set forth in the "General Conditions" of the "Specifications," and subject to additions and deductions as provided, the City shall pay the Contractor as follows:

- (a) On or before the 10th day of each calendar month, the City shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work, performed during the preceding calendar month by the Contractor, less ten (10%) percent of the amount of such estimate, which is to be retained by the City until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the City.
- (b) Upon submission by the Contractor of evidence satisfactory to the City that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required in the Specifications or by the Contractor have been furnished and are found acceptable by the City, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all work covered by this Agreement and acceptance of such work by the City.

ARTICLE 4. TIME OF COMPLETION: The Contractor shall commence the work to be performed under this Contract within the number of consecutive days after the date of written notice from the Director of the Department of Capital Improvements to begin work as noted in the Proposal, and shall fully complete the Contract in accordance with the Contract Documents within the number of working days as set forth in the Proposal.

It is mutually agreed between the parties hereto, that time is the essence of this Contract, and, in the event that construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the City may retain for each day thereafter, Sundays and holidays included, that the work remains uncompleted, the sum set forth in the General Conditions of the Specifications, as modified by Division 2 - Special Provisions, which sum represents the actual damage which the City of Miami, Florida, will have sustained per day by failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, but will be the liquidated damage that City will have sustained in event of such default by the Contractor.

ARTICLE 5. ADDITIONAL BOND: It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Performance Bond hereto attached, when required for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, in the opinion of the Engineer; such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within five (5) days after receipt of notice from the Engineer so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the City.

ARTICLE 6. CONTRACT DOCUMENTS: All of the documents hereinafter listed form the Contract and they are as fully as part of the Contract as if hereto attached, or repeated in this Agreement:

ADVERTISEMENT FOR BIDS
PROPOSAL
BID BOND
CONTRACT
PERFORMANCE BOND
MAINTENANCE PERFORMANCE BOND
INSTRUCTIONS TO BIDDERS
- SPECIFICATIONS
ADDENDA

PLANS: As prepared by: Edwards & Kelcey, Inc.
Entitled: Bicentennial Park Shoreline Stabilization,
Phase I, Project B-3293

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in five (5) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

THE CITY OF MIAMI, FLORIDA
Party of the first part

ATTEST:

BY: _____
Joe Arriola
City Manager

Priscilla A. Thompson
City Clerk

WITNESS: (If Corporation,
attach Seal and Attest by Secretary)

CONTRACTOR:

Party of the second part

BY: _____

(Title)

(Employer Tax I.D. Number)

RESOLUTION NO. _____

APPROVED AS TO INSURANCE
REQUIREMENTS:

Dania F. Carillo , Administrator , Risk
Management

APPROVED AS TO ENGINEERING:

APPROVED AS TO FORM AND
CORRECTNESS:

Jorge C. Cano, P.E.
Director
Department of Capital Improvements

Alejandro Vilarello
City Attorney

BICENTENNIAL PARK SHORELINE STABILIZATION PROJECT-PHASE 1, B-3293

Project Number: B-3293
 Project Manager: SANDRA VEGA/ALBERTO CORRALES
 Person who received the bids: ALBERTO CORRALES
 Construction Estimate = \$ 5,378,532

CIP Number: 331418
 Date: 12 / 30 / 2003
 Received at: CITY CLERK'S OFFICE, MIAMI CITY HALL
 Time: 11:00am

BIDDER		SHORELINE FOUNDATION, Inc		MISENER MARINE CONSTRUCTION, Inc.					
ADDRESS		2781 SW 56th Ave Pembroke Park, Fl. 33023		5600 west Commerce Street Tampa, Fl. 33616					
BID BOND AMOUNT		BID BOND		BID BOND					
IRREGULARITIES		K		E					
MINORITY OWNED		YES		YES					
ITEM No.	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	BASE BID: ITEMS 1 -20		\$6,957,195.10		\$7,455,137.26				
	ITEMS 1 -7		\$548,047.48		\$306,681.73				
1	FOR SITE PREPARATION, 20 FT. WIDE, 5,773 SY	6.76/SY	\$39,025.48	8.52/SY	\$49,185.96				
2	REMOVAL AND DISP. OF WALL, 2568 LF	74.50/LF	\$191,316.00	25.84/LF	\$66,357.12				
3	REMOVAL AND DISPOSAL OF WATERSIDE STRUCT.		\$37,350.00		\$62,482.07				
4	THE LUMP SUM OF FOR REMOVAL OF CONCRETE SLAB AND BACKFILL		\$82,700.00		\$8,727.69				
5	LUMP SUM FOR REMOVAL AND DISPOSAL OF CONCRETE WALLS		\$66,300.00		\$30,055.62				
6	THE LUMP SUM OF FOR REMOVAL AND DISP. SLAB, PAVERS TYPE 3,3A		\$54,900.00		\$46,756.11				
7	LUMP SUM FOR THE INSTALLATION OF RIP-RAP IN FROM OF WALL 1006 CY	76.00/CY	\$76,456.00	42.86/CY	\$43,117.16				

- * IRREGULARITIES LEGEND
- A - No Power - of - Attorney
 - B - No Affidavit as to Capital & Surplus of Bonding Company
 - C - Corrected Extensions
 - D - Proposal Unsigned or Improperly Signed or no Corporate Seal
 - E - Incomplete Extensions (On 2nd copy of proposal)
 - F - Non - responsive bid
 - G - Improper Bid Bond
 - H - No Certificate of Competency Number
 - I - No First Source Hiring Compliance Statement
 - J - No Minority Compliance Statement
 - K - No Duplicate Bid Proposal
 - L - No City Occupational License

IT HAS BEEN DETERMINED BY THE DEPARTMENT OF PUBLIC WORKS THAT THE
 LOWEST RESPONSIBLE AND RESPONSIVE BID IS FROM _____
 FOR THE TOTAL AMOUNT OF _____

If the above contractor is not the lowest bidder explain:

BICENTENNIAL PARK SHORELINE STABILIZATION PROJECT-PHASE 1, B-3293

Project Number: B-3293
 Project Manager: SANDRA VEGA/ALBERTO CORRALES
 Person who received the bids: ALBERTO CORRALES
 Construction Estimate = \$ 5,378,532

CIP Number: 331418
 Date: 12 / / 2003
 Received at: CITY CLERK'S OFFICE, MIAMI CITY HALL
 Time: 11:00am

BIDDER		SHORELINE FOUNDATION, Inc		MISENER MARINE CONSTRUCTION, Inc.					
ADDRESS		2781 SW 56th Ave Pembroke Park, Fl. 33023		5600 west Commerce Street Tampa, Fl. 33616					
BID BOND AMOUNT		K		E					
IRREGULARITIES		K		E					
MINORITY OWNED		YES		YES					
ITEM No.	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	ITEMS 8-14		\$4,224,437.62		\$3,941,051.82				
8	FOR THE FILLER AGGREGATE APPROX. 5095 CY	31.10/CY	\$158,454.50	32.06/CY	\$163,345.70				
9	FOR LIMEROCK FILL, APPROX. 3302 CY	36.60/CY	\$120,853.20	30.08/CY	\$99,324.16				
10	FOR INSTALLING SSP TYPE:1,2,3,3A,4 APPROX. 2568 LF	1,459.94/LF	\$3,749,125.92	1379.92/LF	\$3,543,634.56				
11	FOR THE TREES RELOCATIONS. APPROX. 111 UNITS.	500/UNIT	\$55,500.00	265.24/UNIT	\$29,441.64				
12	FOR THE GUARD RAIL RESET APPROX. 1000 LF	41.00/LF	\$41,000.00	46.28/LF	\$46,280.00				
13	FOR REMOVAL AND DISPOSAL ASPHALT APPROX. 646 SY	24.00/SY	\$15,504.00	6.98/SY	\$4,509.08				
14	FOR PIPE OUTFALL EXTENTIONS: 15", 18", 72" LUMP SUM		\$84,000.00		\$54,516.68				

- IRREGULARITIES LEGEND
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IT HAS BEEN DETERMINED BY THE DEPARTMENT OF PUBLIC WORKS THAT THE LOWEST RESPONSIBLE AND RESPONSIVE BID IS FROM _____ FOR THE TOTAL AMOUNT OF _____

If the above contractor is not the lowest bidder explain:

BICENTENNIAL PARK SHORELINE STABILIZATION PROJECT-PHASE 1, B-3293

Project Number: B-3293
 Project Manager: SANDRA VEGA/ALBERTO CORRALES
 Person who received the bids: ALBERTO CORRALES
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ADDRESS		2781 SW 56th Ave Pembroke Park, FL 33023		5600 west Commerce Street Tampa, FL 33616					
BID BOND AMOUNT		BID BOND		BID BOND					
IRREGULARITIES		K		E					
MINORITY OWNED		YES		YES					
ITEM No.	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	ITEMS 15-20		\$2,184,710.00		\$3,207,403.71				
15	FOR REINFORCEMENT STEEL APPROX. 159,220 LBS	0.50/LBS	\$79,610.00	0.72/LBS	\$114,638.40				
16	FOR CAST-IN-PLACE CONCRETE APPROX. 2260 CY	623.00/CY	\$1,412,500.00	783.36/CY	\$1,774,913.60				
17	FOR STRUCTURAL STEEL FOR AZ48 GR 50 WALL TYPE 3A, APPROX. 51,000 LB	0.50/LB	\$25,500.00	0.81/LB	\$41,310.00				
18	FOR COMPLETION OF DIVISION -1 LUMP SUM		\$102,800.00		\$709,024.11				
19	FOR SPECIAL ITEMS LUMP SUM		\$533,700.00		\$533,700.00				
20	FOR THE REQUIREMENTS OF NATION WIDE PERMIT NO. 3, LUMP SUM		\$30,600.00		\$33,817.60				

- * IRREGULARITIES LEGEND
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 C - Corrected Extensions
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 L - No City Occupational License

IT HAS BEEN DETERMINED BY THE DEPARTMENT OF PUBLIC WORKS THAT THE
 LOWEST RESPONSIBLE AND RESPONSIVE BID IS FROM _____
 FOR THE TOTAL AMOUNT OF _____

If the above contractor is not the lowest bidder explain:



City of Miami

Department of Capital Improvements

PROJECT FACT SHEET

Date: February 5, 2004

Emergency:

Project Name: BICENTENNIAL PARK SHORELINE STABILIZATION- PHASE I

Project Location: 1075 Biscayne Blvd. Miami, Florida **Commissioner District:** 2

Project Number: B-3293 **Initiating Dept.:** Planning Department

Project Manager/Ext. No.: Sandra Vega, Ext-1243 **Project Budget:** \$7,530,475.35

Homeland Defense	<input checked="" type="checkbox"/>	Account Number: <u>331418</u>	Amount: <u>\$5,000,000.00</u>
I-95 Pedestrian Overpass	<input checked="" type="checkbox"/>	Account Number: _____	Amount: <u>\$168,400.00</u>
I-95 P.O. - interest	<input checked="" type="checkbox"/>	Account Number: _____	Amount: <u>\$20,438.00</u>
Other: FIND	<input checked="" type="checkbox"/>	Account Number: _____	Amount: <u>\$700,000.00</u>

PROJECT SCOPE

The project consists of the furnishing of all labor, materials and equipment for the shoreline stabilization of approximately 2,568 L.F. of failing seawall at Bicentennial Park. The project includes site preparation, demolition, backfill, riprap placement, filler aggregate limerock fill, steel sheet piling, relocation of trees, manatee protection and coral transplantation.

DESIGN PHASE

A/E Firm: Edwards and Kelcey

Address: 7300 North Kendall Drive Suite 400

City, State, Zip: Miami, Florida 33156

Contact Person: Esen Y. Tokay

Telephone/E-Mail: etokay@ekmail.com

Type of Work: New seawall/shoreline stabilization

Comments: _____

EK Telephone 305-279-2298

EK Fax 305279-5812

PROJECT COSTS

	(A) - Actual
	(E) - Estimate
A/E Firm Fees:	<u>\$421,407.00 (A)</u>
Additional Design Services:	<u>N/A (A)</u>
In-House Design Cost:	<u>N/A (A)</u>
Miscellaneous Services:	<u>\$71,825.25 (A)</u>
CIP Design Administration:	<u>\$40,048.00 (A)</u>
Design Phase Total:	<u>\$533,280.25</u>

CONSTRUCTION PHASE

Contractor: Shoreline Foundation, Inc

Address: 2781 SW 56th Avenue

City, State, Zip: Pembroke Park, Florida 33023

Contact Person: Mr. James Royo

Telephone/E-mail: 954-985-0460

Class: P
(J = Joint P = Prime S = Sub)

Minority Status: N/A
(B = Black F = Female H = Hispanic N = None)

Established: 7 years

License Number: CGC 058114

Sub-Contractors:

Homestead Concrete

Allied Trucking

Sunshine Guardrails

Vila & Sons

Construction Contract Amount:	<u>\$6,957,195.10 (BID)</u>
CIP Construction Administration:	<u>\$40,000.00 (E)</u>
Misc. Construction Costs:	<u>\$100,000.00 (E)</u>
Construction Phase Total	<u>\$7,097,195.10</u>

Total Project Cost: \$7,630,475.35



Budgetary Impact Analysis

Department Capital Improvements

Division: _____

Commission Meeting Date: 01/09/04

Title and brief description of legislation or attached ordinance/resolution: Resolution Award of Contract to Shoreline Foundation, Inc. for "B-3293 - Bicentennial Park Shoreline Stabilization, Phase I" and Increase in Contract to Edwards and Kelcey, Inc for the Design of Bicentennial Park Shoreline Stabilization Phase II - B-30290

1. Is this item related to revenue? No Yes Revenue Source: _____

2. Is this item an expenditure? No Yes Amount: \$ 7,209,069.15 and \$238,102.00 = \$ 7,447,171.15
 General Fund Account No: _____
 Special Revenue Fund Account No: _____
 CIP Project No: 331418

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	Dollars Spent to Date	Encumbrances & Commitments	Balance
<u>331418</u> <u>Bicentennial Park</u> <u>Improvements</u>	<u>\$ 10,000,000</u>	<u>\$ 5,670,000</u>	<u>\$ 443,756</u>	<u>\$ 5,226,244</u>	<u>0</u>

Comments: _____

Approved by: _____
 Department Director/Designee

2/10/04
 Date

APPROVALS

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

Verified by CIP: (If applicable)

 Director/Designee
 Date: 2-11-04

26,000, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$156,000; ALLOCATING FUNDS FROM THE DEPARTMENT OF INFORMATION TECHNOLOGY ACCOUNT CODE NO. 001000.460101.6.670, AND FROM THE OPERATING BUDGETS OR CAPITAL IMPROVEMENT BUDGETS OF THE VARIOUS USER DEPARTMENTS, SUBJECT TO INDIVIDUAL DEPARTMENTAL BUDGETARY APPROVAL PRIOR TO USING SAID SERVICES.

04-00092-cover memo.pdf, 04-00092-memo from ITD.pdf, 04-00092-budgetary impact analysis.pdf, 04-00092-contract extension letter.pdf, 04-00092-emergency extension of contract RFP.pdf, 04-00092-exhibit-amendment and extension.pdf

R-04-0106

MOVED: Johnny L. Winton

SECONDED: Joe Sanchez

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

AYES: Commissioner Winton, Sanchez, Regalado and Teele

ABSENT: Commissioner González

RE.3 04-00119

RESOLUTION

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ACCEPTING THE BID OF SHORELINE FOUNDATION, INC. ("SHORELINE"), FOR THE PROJECT ENTITLED "BICENTENNIAL PARK SHORELINE STABILIZATION PROJECT," B-3293, IN AN AMOUNT NOT TO EXCEED \$6,957,195.10; ALLOCATING FUNDS FROM CAPITAL IMPROVEMENTS PROJECT NO. 331418, IN THE AMOUNT NOT TO EXCEED \$6,957,195.10, FOR CONTRACT COSTS, PLUS \$251,874.05 FOR ESTIMATED EXPENSES INCURRED BY THE CITY OF MIAMI, FOR A TOTAL PROJECT COST, IN AN AMOUNT NOT TO EXCEED \$7,209,069.15, AS SET FORTH IN BID DOCUMENT AND THE PROJECT FACT SHEET, ATTACHED AND INCORPORATED; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, WITH SHORELINE, FOR SAID PURPOSE; FURTHER AUTHORIZING AN INCREASE IN THE CONTRACT AWARDED TO EDWARDS & KELCEY, INC., PURSUANT TO RESOLUTION NO. 03-256, ADOPTED MARCH 27, 2003, FOR THE DESIGN OF BICENTENNIAL PARK SHORELINE STABILIZATION - PHASE II, PROJECT B-30290 ("PROJECT"), IN AN AMOUNT NOT TO EXCEED \$238,101, INCREASING THE CONTRACT AMOUNT FROM \$378,407 TO \$616,508, FOR ADDITIONAL PROFESSIONAL SERVICES REQUIRED FOR THE PROJECT; AND AMENDING RESOLUTION NO. 03-256 TO REFLECT SAID INCREASE.

04-00119-cover memo.pdf, 04-00119-budgetary impact analysis.pdf, 04-00119-exhibit 1-contract.pdf, 04-00119-exhibit 2-tabulation sheets.pdf, 04-00119-exhibit 3-project fact sheet.pdf

R-04-0107

SUPPLEMENTAL AGENDA

SI.1 04-00300 DISCUSSION ITEM

DISCUSSION CONCERNING THE CO-DESIGNATION OF N.W.7TH AVENUE FROM 20TH STREET TO 25TH STREET AS SUSACASA WAY.

MOTION

A motion was made by Commissioner González, seconded by Commissioner Winton, and passed unanimously, with Vice Chairman Sanchez absent, directing the City Manager to proceed to codesignate Northwest 22 Street between 6th and 11th Avenues as "Susacasa Way."

SI.2 04-00298 RESOLUTION

A RESOLUTION OF THE MIAMI CITY COMMISSION AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR GRANT FUNDING TO THE FLORIDA INLAND NAVIGATION DISTRICT ("FIND") WATERWAYS ASSISTANCE PROGRAM, IN AN AMOUNT NOT TO EXCEED \$1,550,000, FOR THE BICENTENNIAL PARK SEAWALL RESTORATION PROJECT-PHASE II ("PROJECT"); AUTHORIZING THE ALLOCATION OF REQUIRED MATCHING FUNDS FOR FIFTY PERCENT (50%) OF THE PROJECT, IN AN AMOUNT NOT TO EXCEED \$1 550 000, FROM THE ANTICIPATED ISSUANCE OF THE SECOND SERIES HOMELAND DEFENSE/ NEIGHBORHOOD IMPROVEMENT BONDS PREVIOUSLY APPROVED BY VOTER REFERENDUM FOR CAPITAL IMPROVEMENTS PROJECT NO. 331418, ENTITLED "BICENTENNIAL PARK IMPROVEMENTS;" AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, FOR SUBMISSION OF THE FIND GRANT APPLICATION, SUBJECT TO CERTAIN TERMS AND CONDITIONS.

R-04-0186

MOVED: Johnny L. Winton

SECONDED: Angel González

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

AYES: Commissioner González, Winton and Regalado

ABSENT: Commissioner Sanchez and Teele

SI.3 04-00299 ORDINANCE

First Reading

AN ORDINANCE OF THE MIAMI CITY COMMISSION, AMENDING CHAPTER 2, ARTICLE XI, DIVISION 2, SECTION 2-887(b) OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ENTITLED "QUORUM REQUIREMENTS; EXCEPTIONS" TO EXEMPT THE DOWNTOWN DEVELOPMENT AUTHORITY ("DDA") FROM THE QUORUM REQUIREMENTS SET FORTH THEREIN; AND AMENDING CHAPTER 14, ARTICLE II, DIVISION 2, SECTION 14-54 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ENTITLED "MEETINGS; RULES AND

City of Miami, Florida



JOHNNY L. WINTON
COMMISSIONER

P.O. BOX 330708
MIAMI, FLORIDA 33233-0708
(305) 250-5333
FAX: (305) 579-3334

Bicentennial Park Seawall Groundbreaking Ceremony **Tuesday May 4, 2004, 11 AM**

- **Opening Remarks: Commissioner Winton**
- **Mayor Manny Diaz**
- **Bayfront Park Trust Chairman: Commissioner Sanchez**
- **Chief Administrator: Joe Arriola**
- **Cathleen Vogel, Florida Inland Navigation District**
- **Miami Art Museum**
- **Miami Museum of Science**
- **Groundbreaking Ceremony**
- **Lunch provided by the Miami Art Museum and the Museum of Science**



Mayor Manuel A. Díaz

*Chairman Arthur E. Teele, Jr.
Commissioner Angel González
Commissioner Johnny Winton*

*Vice-Chairman Joe M. Sánchez
Commissioner Tomás Regalado
City Manager Joe Arriola*

Media Advisory

**City of Miami
Office of Communications
Kelly Penton, Acting Director
Phone: 305-416-1440**

***For Immediate Release
Tuesday, May 4, 2004
Miami, FL
kpenton@ci.miami.fl.us
Contact: Danette Perez
(305) 416-1286***

Mayor Manny Diaz, Commissioner Johnny Winton and Commissioner Joe Sanchez Hold Groundbreaking Ceremony for Seawall Restoration Project at Bicentennial Park

(Miami, Florida)—Bicentennial Park is destined to become a world class facility. Within a few years the park will house the Miami Museum of Science and Miami Art Museum, with beautifully landscaped grounds, walkways and pathways, and a seawall with a promenade by the sea where residents and visitors alike can watch the unmatched beauty of a Miami sunset.

On Tuesday, May 4, 2004, at 11:00 am, Mayor Manny Diaz, District 2 Commissioner Johnny Winton and Commissioner Joe Sanchez, along with City Manager Joe Arriola, Catherine Vogel of the Florida Inland Navigational District and representatives from the Miami Museum of Science and the Miami Art Museum will participate at the groundbreaking ceremony for the Bicentennial Park Shoreline Stabilization Project to be held at 1075 Biscayne Boulevard (Bicentennial Park).

The "Bicentennial Park Shoreline Stabilization Project. Phase I" consists of the restoration and stabilization of approximately 3,000 linear feet of deteriorated seawall and bulkhead at Bicentennial Park, in addition to site preparation, demolition, backfill, rip-rap replacement, filler aggregate limerock fill, steel sheet piling, relocation of trees and manatee protection work. The cost of the project is estimated at \$6,606,846.46, and funding sources have been identified from the Homeland Defense Bond Issuance, the Florida Inland Navigation District and other Capital funding. The estimated time of construction is approximately 450 calendar days. There will be no street closures or detours, as construction will always be inside the park.

For more information, contact Danette Perez, Capital Improvements, at (305) 416-1286.

###



FOR IMMEDIATE RELEASE:

CONTACT:

Contact Person Mr. S. Michael Betancourt, Vice President
Company Name Shoreline Foundation, Inc.
Telephone Number 954-985-0460
Fax Number 954-985-0462
Email Address info@shorelinefoundation.com
Web site address www.shorelinefoundation.com

Shoreline Foundation, Inc. commences reconstruction of Bicentennial Park Bulkhead

Pembroke Park, Florida, May 3, 2004

As marine contractor to the City of Miami, Shoreline Foundation, Inc., SFI, announced today that it will commence reconstruction of the seawall surrounding Bicentennial Park. The ground breaking ceremony will take place at 11:00 am on Tuesday, May 4, 2004, at Bicentennial Park, 1075 Biscayne Boulevard, Miami, Florida.

Reconstruction of the wall will include the demolition and removal of over 2,500 tons of existing concrete seawall and the installation of 2,568 lineal feet of new steel sheet pile. The reconstruction effort, which will require one year to complete, will also include the relocation of over 100 palm trees, the in-water placement of hundreds of tons of limestone boulder as marine habitat and the protection of manatees adjacent to the work site. This \$6.6 million dollar project is being funded by the City of Miami from grant funding from Homeland Defense, Florida Inland Navigation District and by the City's Capital Funding Program.

Founded in 1986, SFI continues to provide the City of Miami and Miami-Dade County with the best in marine construction and heavy foundation services. Previous City/County projects include: Morning Side Park, Antonio Maseo Park, Haulover Park Marina (now under construction), Crandon Park Marina, Port of Miami maintenance dredging, DERM-DORM canal dredging, structural elements of the "E" terminal tunnel at Miami International Airport, foundations for Metro Rail, and foundations for various Water & Sewer Department properties. Some of our accomplishments in the Southeastern United States and the greater Caribbean Basin include: the North Palm Beach Marina in Palm Beach, the Deering Bay Marina in Coral Gables, the Diplomat Resort Marina in Hallandale and the mega-yacht marina, Atlantis Marina in Paradise Island, Nassau, Bahamas.

Operating in the Bahamas as HEAVY MARINE & FOUNDATIONS, LTD., and operating in the Turks & Caicos Islands as SHORELINE T.C.I., LTD., enables Shoreline Foundation to utilize its extensive construction and consulting resources throughout the Caribbean. Our unique "One-Stop-Shopping" approach enables SFI to provide its clients with a full array of construction services as well as access to our team of associate engineers, hydrologists, biologists, surveyors, and environmental consultants.

Additional information about SFI's full array of marine construction and upland foundation services may be found on the world wide web at www.shorelinefoundation.com.

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MUSEUM PARK MIAMI AT BICENTENNIAL PARK

Three Great Public Uses • Miami Art Museum • Miami Museum of Science • World-Class Park

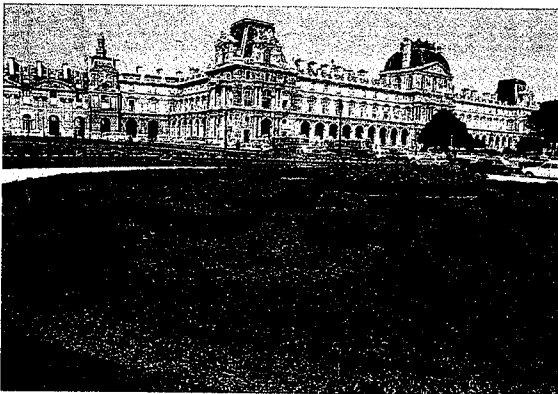
Miami is the only Major Metropolitan Area in America...

- ... without a world-class art museum
- ... without a world-class science center
- ... without a world-class park

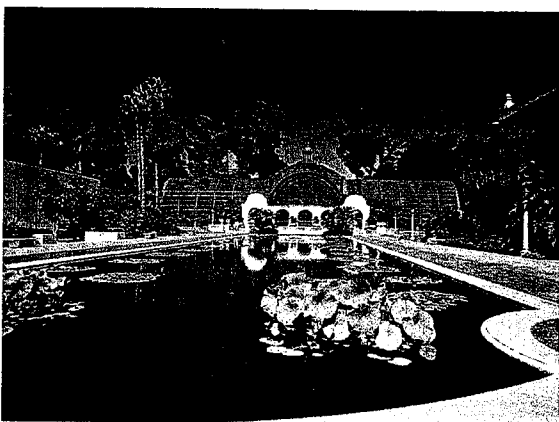
The World's Best Parks are Anchored by Museums



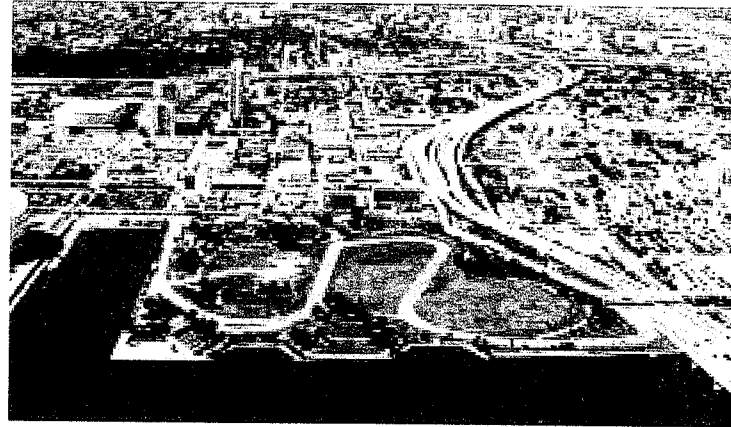
Papalote, Chapultepec Park, Mexico City



Louvre, Tuilleries, Paris



Conservatory, Balboa Park, San Diego



Why Museum Park Miami?

- Restore this 29-acre waterfront park to public use
- Revitalize downtown Miami and its neighborhoods
- Affirm Miami's position as the Gateway of the Americas
- Increase tourism
- Strengthen the economy-tourist who visit museums and spend twice as much money as those who do not
- Create a legacy for future generations of Miamians

Why Miami Art Museum and the Miami Museum of Science together?

- The two museums will attract diverse audiences 365 days a year with daytime activities, after-school and community programming, as well as evening and weekend events
- U.S. art and science museums attract 325 million visitors annually, rivaling professional sporting events
- Art museums and science museums together enhance the quality of life for citizens and fuel urban centers around the globe



American Museum of Natural History, New York City



Miami Art Museum



The Vision

The Miami Art Museum is at the very center of one of the world's most vibrant cities, bringing international art to life through world-class exhibits, programs, and collecting. MAM is a welcoming place that stimulates the imagination and inspires new ways of seeing and thinking.

The Beginning

Helping to build a great community lies at the heart of the Miami Art Museum. MAM was created in 1996 through a unique community-wide planning process. A vision emerged from this civic engagement. Participants agreed that to be a great city, Miami needed a great art museum.

The First Seven Years

In seven years, MAM has made significant progress in becoming the community's flagship art museum. MAM's permanent collection, started in 1996, has grown twentyfold and reflects the museum's inclusive vision and dedication to international art with a focus on the art of the Americas from the 1940s to the present. MAM has developed internationally respected exhibitions and publications and created the largest art museum education program in Miami-Dade County. Since 1996, MAM's education programs have stimulated and inspired more than 500,000 visitors of all ages at MAM, in schools, and in neighborhoods throughout Miami-Dade County.

A Bright Future

MAM is four years ahead of schedule in its quest for a prominent civic site for its envisioned freestanding building and sculpture park. Since 2000, when MAM and Miami Museum of Science signed a joint resolution, the two museums have worked in tandem with the City of Miami's public design process in planning the future of Bicentennial Park, a 29-acre waterfront property. In July 2002, the City of Miami Commission passed a formal resolution to create Museum Park Miami. A new home for MAM is becoming a reality.





Miami Art Museum



A Place for All People

At Museum Park, MAM will welcome visitors with a many-faceted experience. As a 21st-century art museum, MAM will serve as a gathering place for cultural exchange. MAM will offer stimulating activities, film screenings, and inspiring exhibitions that broaden our view of ourselves and our culture.

MAM: A Landmark for Miami

At Museum Park Miami, MAM will have with a world-class building and sculpture park designed by a leading architect and landscape architect selected through an international competition. MAM's building and sculpture park will be constructed in two phases. The first phase will include a 125,000- to 150,000-square-foot building and a 4-acre sculpture park. The envisioned building will contain galleries for MAM's collection and special exhibitions, an educational complex, and such public amenities as a lobby, café, store, and on-site parking.

Project Costs

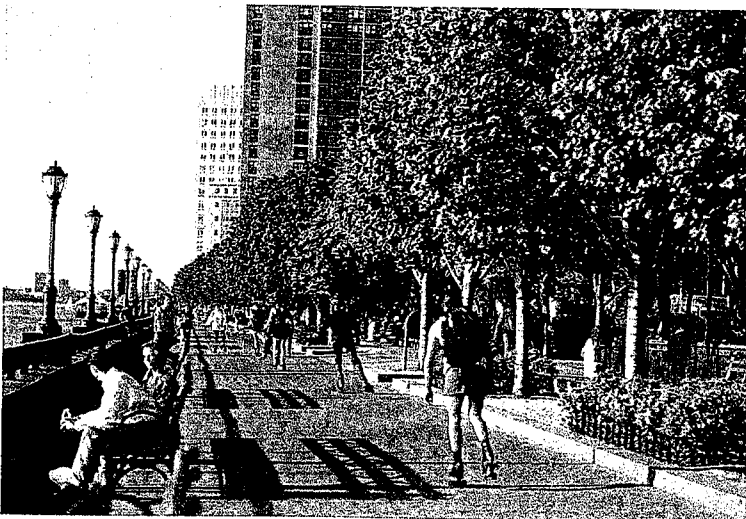
Design, construction, furniture, and fixtures will cost \$87 million. The MAM sculpture park, start-up costs, and a significant operating endowment bring the total cost in today's economy to \$175 million.

Funding: A Private/Public Partnership

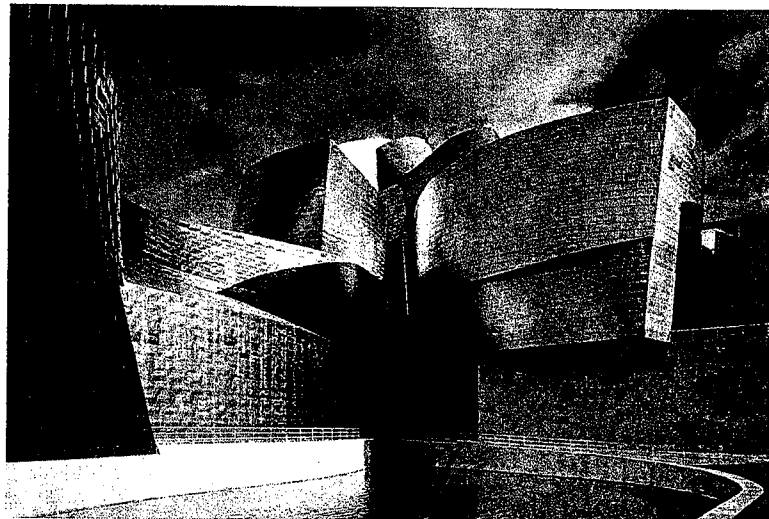
For the new MAM at Museum Park, MAM's civic leadership is committed to raising \$75 million from the private sector and seeks \$100 million in public support.

MAM's Economic Impact at Museum Park

- \$650 million cumulative in the first 10 years
- Attracting 400,000 annual visitors
- Sustaining 575 job-annually at the museum and in the community



Battery Park City, New York



Guggenheim Museum, Bilbao, Spain

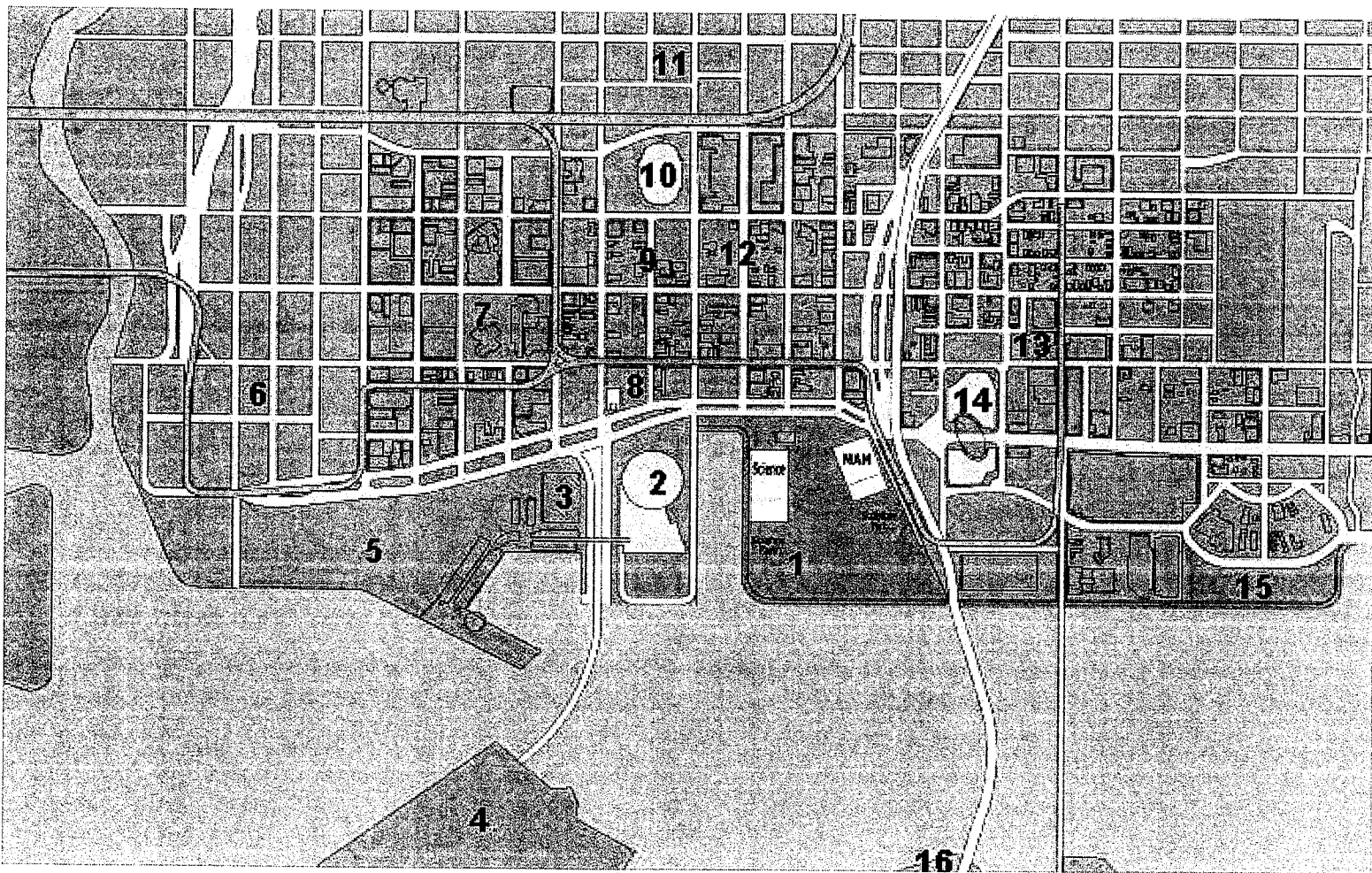
MUSEUM PARK MIAMI AT BICENTENNIAL PARK

Three Great Public Uses • Miami Art Museum • Miami Museum of Science • World-Class Park

Linkages

At Museum Park Miami, the Miami Art Museum and the Miami Museum of Science will create synergy with adjacent business, tourist, sports, educational and cultural districts

Each landmark building, designed by an internationally known architect, will frame 20 acres of green space with view corridors to the water and bay walk.



1. Bicentennial Park
2. American Airline Arena
3. Bayside Marketplace
4. Port of Miami
5. Bayfront Park/Amphitheater
6. Downtown Business Hub
7. Miami-Dade College

8. Freedom Tower
9. Overtown/Parkwest Re-Development
10. Miami Arena
11. Lyric Theatre Complex
12. Internet Network Access Point
13. Miami-Dade County Public Schools
14. Performing Arts Center

15. Margaret Pace Park
16. Watson Island (Parrot Jungle and Gardens, Miami Children's Museum, Transportation Facilities, Planned Development)

Diagram courtesy of Swanke Hayden Connell Architects

For more information: MAM (305) 375-3000 - www.miamiartmuseum.org

Miami's Central PARK:

BICENTENNIAL PARK



GREAT PUBLIC SPACES DEFINE CITIES: Central Park in New York, Lincoln Park in Chicago, the squares of Savannah, the Riverwalk of San Antonio, even Lummus Park in South Beach. A great public space is a magnet, a source of pride, a gathering place, a spur to investment. Cities across North America are fast rediscovering the importance of a signature public place.

Today, the City of Miami has been given a precious second chance: to reclaim Bicentennial Park as South Florida's premier public park. If the community follows through, the park will offer thoughtfully landscaped open space for residents and visitors to enjoy; dockage and marine facilities for boaters and visiting ships; cultural facilities for the arts and sciences; pedestrian connections to a renovated Biscayne Boulevard and reviving neighborhoods to the west, and a baywalk linking the park to the city's planned system of greenways and blueways.

On Nov. 13, 2001, the people of Miami passed the \$255 million Homeland Defense/Neighborhood Improvement Bond Issue. The proceeds – which will pay to enhance streets and parks throughout the City of Miami – include \$10 million for Bicentennial Park, with the first distributions to come in 2003. When the first activities commence, residents will start to see dramatic improvements: fresh landscaping, better lighting, stepped-up law enforcement patrols, a repaired seawall, new docking facilities and other enhancements.

Public support and the bond issue – while critical – only start the job. The work ahead is urgent. Bond issue money represents *less than half* anticipated construction costs for the park, which is why support from civic and political leadership is so critical. The Miami Museum of Science and the Miami Art Museum will launch major fund-raising campaigns in 2002, with the intention of opening in Bicentennial Park no later than 2008. The museums would leave most of the park open space for all the people to enjoy. Bicentennial Park is the last, best hope to create a signature gathering place on Downtown Miami's waterfront. To make that happen, we will need determined support not only in Miami, but from Greater South Florida to Tallahassee to Washington.

The story of Bicentennial Park

Bicentennial Park is the main jewel in a necklace of blueways and greenways along Biscayne Bay and the

Miami River. This string of waterfront parkland will connect parks from Virginia Key in the east to Curtis Park to the west, and from Alice Wainwright Park on the south to Margaret Pace Park to the north.

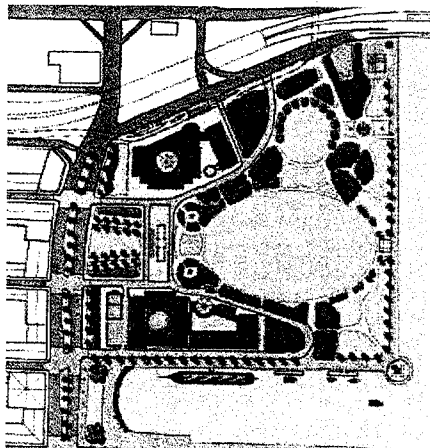
BY 2006 – IF OUR VISION HOLDS and we stand firm – Bicentennial Park will reclaim its rightful position as Miami’s Central Park, with the new Center for the Performing Arts immediately to the north, the Freedom Tower, American Airlines Arena and Bayside to the south, two museum buildings underway, and a thriving mixed-use, residential, urban neighborhood across a remodeled Biscayne Boulevard to the west. In addition, the park’s improved dockage would include a substantial slip for visiting ships, and a more intimate mooring on the north portion of the east seawall for 20-25 yachts. This mooring, and two possible restaurant facilities near the water, would further activate the park by providing boat access and recurring revenue.

THE MIAMI CITY COMMISSION committed itself to the park’s revival on April 2, 2000, when it passed a resolution to renew Bicentennial Park as a “premier public park,” reversing 25 years of neglect. More than 400 people participated in two public charrettes and proposed three plans for the park – one for pure open space, a second as a cultural park, with museums, and another including retail uses. The plan on the table today – the cultural park - blends museums, several restaurants, and public open space. Chicago, San Francisco, and St. Louis have proven such parks can thrive. The November 2001 bond issue gave Miami the tools to revive Bicentennial Park.

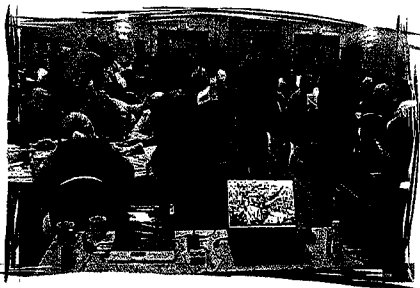
IN AUGUST 2000, administrators for Miami Museum of Science and Miami Art Museum signed a joint resolution to work together as a team to relocate



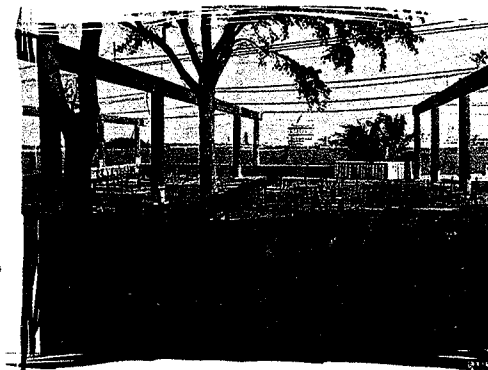
View of planned bayfront walkway and potential dockage from collapsed seawall



The park sits between the American Airlines Arena and the planned Center for the Performing Arts.



More than 350 people participated in the 2001 public park charrette.



This one-time waterfront cafe illustrates both the park's decline and promise.

PARKLAND TIMELINE: A HISTORICAL PERSPECTIVE

For nearly a century, the people of Miami have sought a public park in the heart of their city.

While the dream has sometimes seemed elusive, it has never dropped far from sight.

1905: Florida Supreme Court rules in favor of Miami residents to give bayfront land to the people of Miami for public park use.

19|00

EARLY 1900s: Bicentennial Park part of Miami’s seaport, used for industrial transport.

19|10

1920: City of Miami buys land that would later become Bicentennial Park. Site develops as part of Miami’s seaport.

19|20

19|30

1922: Land to become Bayfront by the city from for \$1 million.

in the 29-acre park. Today, they are preparing major fund-raising efforts.

Commitments alone do not guarantee success. While Bicentennial Park is at last within sight of realizing its potential, follow-through is essential. With or without museums or other structures, the park will cost \$20 to \$26 million to redevelop, and \$800,000 to \$1.5 million a year to maintain, by all available estimates.

THIS INVESTMENT

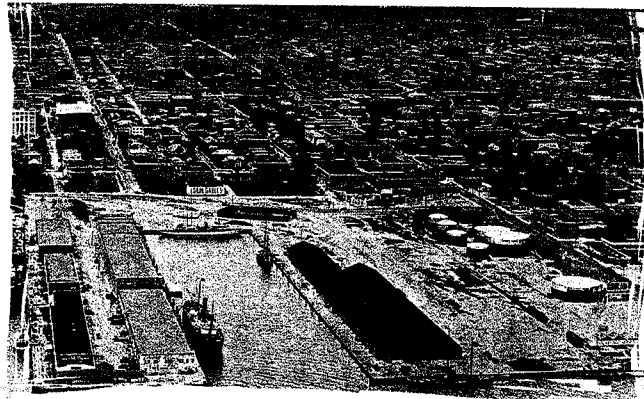
PRODUCES RETURNS on greater effort, already well along. The City of Miami is committed to renew and restore its parks, clean the Miami River and Biscayne Bay, and link its natural treasures in a systematic way. Bicentennial Park could stand as a centerpiece in a system of blueways and greenways, rivaling or exceeding the successes of Baltimore harbor, Annapolis, Charleston, Portland and New York.

Pressure from the public has made the difference, aided – with growing momentum – by city officials and commissioners, the Urban Environment League, the Trust for Public Land, the Virginia Key Trust, the Collins Center for Public Policy, the American Institute of Architects, and many dedicated individuals.

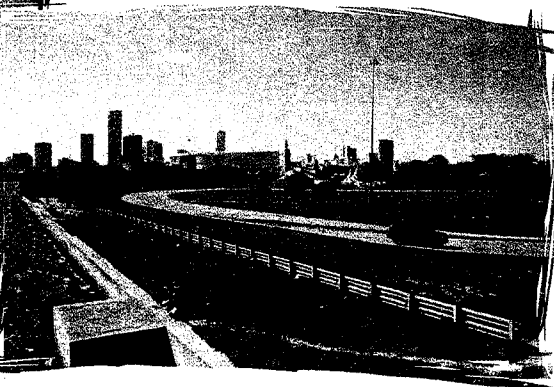
TODAY, THE BICENTENNIAL PARK/ WATERFRONT RENEWAL COMMITTEE,

led by Miami City Commissioner Johnny Winton, is guiding the park's renewal. Strengthened by broad public participation and the November 2001 Homeland Defense/Neighborhood Improvement Bond Issue, the committee is proceeding on the strong belief of residents that this last large tract of open space rightfully belongs to the public, for public use.

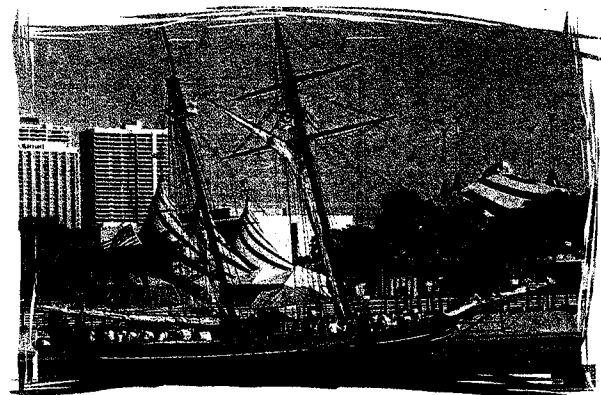
While many opportunities have been squandered in the past, Miami and South Florida are poised as never before to summon the collective will and discipline to seize this chance to make the park ours.



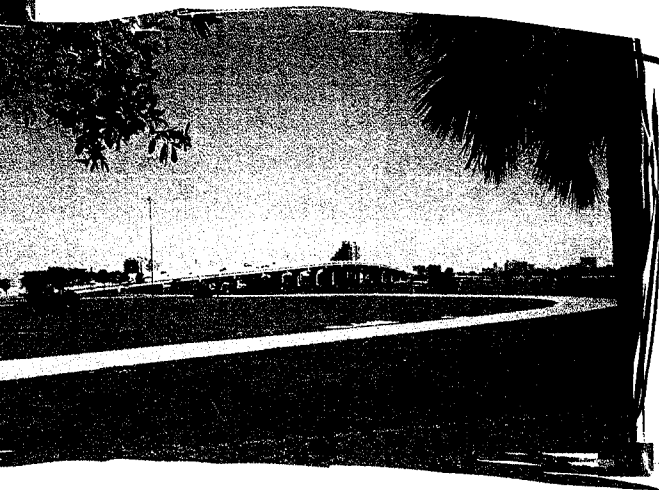
For more than half a century, the present Bicentennial Park was used for port and industrial uses.



Bicentennial offers some of Miami's best waterfront vistas.



The freedom schooner Amistad's visit proves the park can attract visitors.



View of MacArthur Causeway from park's former auto racetrack

1920-68: Belcher Oil occupies property just north of current park for bulk oil storage, with 27 tanks.

1970: Miami is chosen by the National Bicentennial Commission as one of the sites for a multi-city celebration in 1976.

1976: Bicentennial Park opens.

1982: City and Miami Mo agree to allow the use of B Park for Miami Grand Prix.



ould later
ark purchased
FEC Railway

1968: State of Florida acquires property for bridge construction for I-395. Bicentennial site unused, except as staging area for construction.

1972: \$15 million designated for new Bicentennial Park, as part of \$39.89 million Parks for People Bond Issue. Warehouses on and next to the site demolished.

1976-80: crime wave, including murder, dampens enthusiasm for park.

1980: Miami Commission endorses a plan to build a maritime museum in Bicentennial Park. Nothing comes of it.

The future

A public awareness campaign on the park's potential is essential in the next year, including greater linkages to park events, plantings, and clean-up campaigns.

- 2002: • Designate two museum sites. Museums launch capital drives
- Complete park landscaping and civil engineering plans, as per charrette design
- Pursue grant and funding sources
- Issue construction contracts to remove all walls and berms and open sight lines to the bay
- Install coconut palm plantation to represent future museum building
- 2003: Issue construction contracts for seawall, park pavement, lighting, and other infrastructure
- 2004: Complete seawall, baywalk and landscape installation
- 2006: Museum groundbreaking
- 2008: Museums open

Finances

The following data on the acreage and estimated costs of the Bicentennial Park is culled from two sources: The City of Miami Planning Department's May 2001 "Economic Analysis and Evaluation of the Alternative Reuse of Bicentennial Park," prepared with ZHA, Inc.; and the May 2001 City of Miami report, "Bicentennial Park: Becoming Miami's Premier Park," prepared by Dover, Kohl & Partners Urban Design.

MUSEUM PARK: Public open space: 20 acres
Museum sites: 5 acres (projected)
Miami-Dade transportation and utilities: 4 acres
Seawall available for marine activities: 2100 linear feet
Total area: 29 acres

TOTAL CAPITAL COST ESTIMATES FOR CULTURAL PARK PLAN: \$20.2 million- \$24.3 million

IMMEDIATE COST ESTIMATES: Biscayne Baywalk and FEC Slip Walkway: \$2.09 million-\$2.45 million (including lighting, landscape, pedestrian furnishings for 2,600 linear feet)

LANDSCAPING, IRRIGATION: \$4.69 million-\$5.077 million (includes planting 220 oak and coconut trees, and on-site parking for 300 spaces)

330-FOOT MOVEABLE PEDESTRIAN BRIDGE ACROSS FEC SLIP (OPTIONAL) \$856,400-\$915,800

REBUILD 330-FOOT BULKHEAD FRONTAGE: \$1.4 million-\$1.9 million

SOURCES: DOVER, KOHL & PARTNERS AND ZHA, INC.

This document was funded by the Collins Center for Public Policy, Inc., with generous support from the Curtis and Edith Munson Foundation.

Coordinated by Mark Sell Communications, Inc. ■ Designed by Toni Kirkland Creative & Digital Prepress Services

The Bicentennial Park/ Waterfront Renewal Committee

is divided into the following subcommittees:

CHAIR:
Miami Commissioner Johnny Winton

VICE-CHAIRS:
Elizabeth Plater-Zyberk ■ Gregory Bush

DESIGN AND PROGRAM SUBCOMMITTEE CO-CHAIRS:
Maricarmen Martinez ■ Rafael Sixto

BAYWALK SUBCOMMITTEE CO-CHAIRS:
Lavinia Freeman ■ Steve Reoch

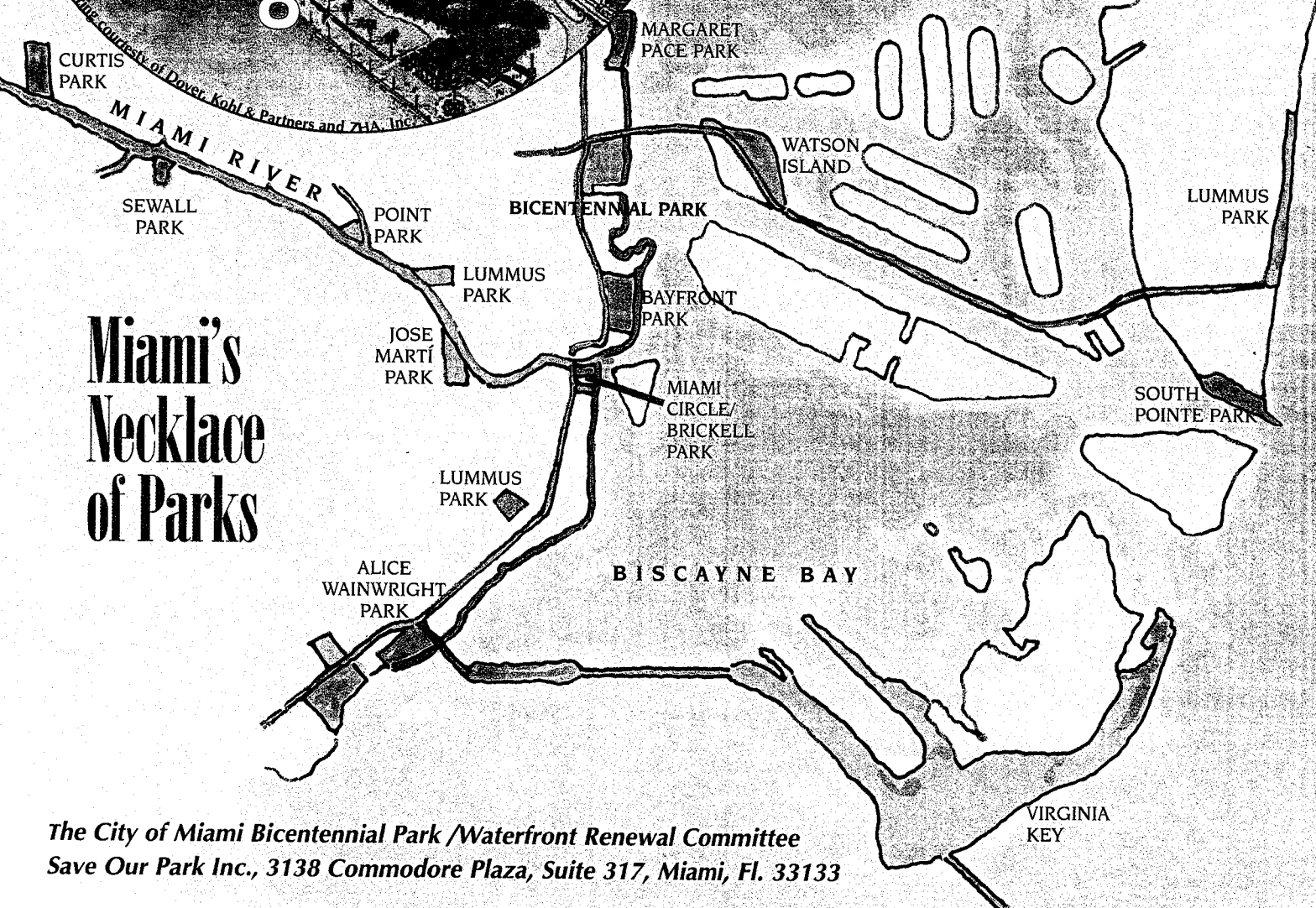
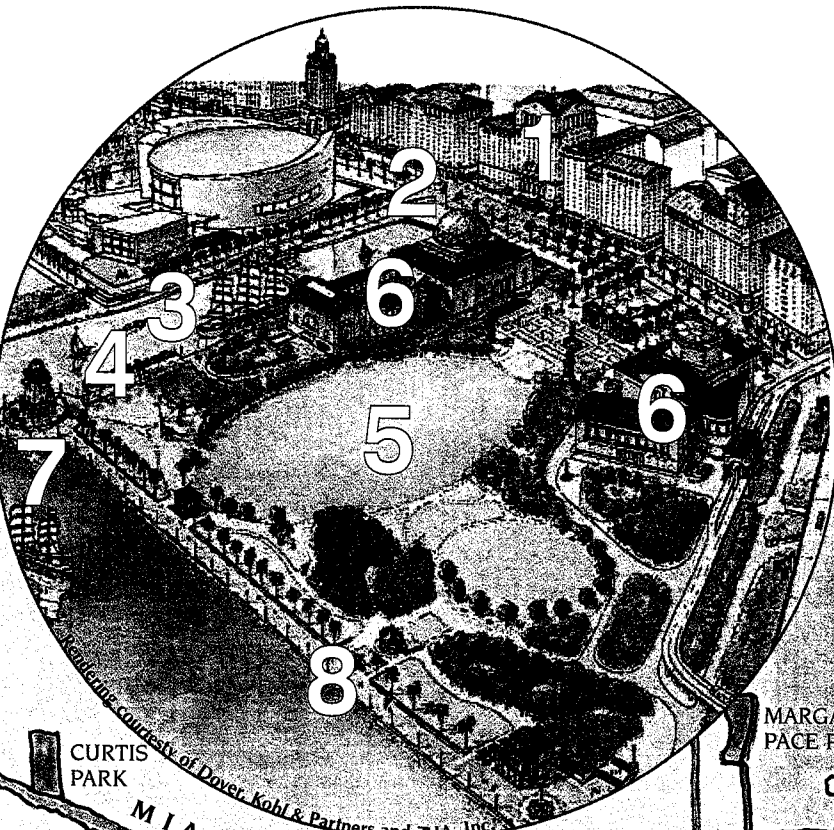
FINANCE SUBCOMMITTEE CO-CHAIRS:
James Murley ■ Benjamin Starrett

COMMUNITY LINKAGE SUBCOMMITTEE CHAIR:
Bernice Butler

The site plan

BICENTENNIAL CULTURAL PARK AS PROPOSED

1. Residential/commercial development
2. Redesigned boulevard
3. Maritime activities
4. New seawall
5. Central open space
6. Museums
7. Public overlook
8. Bayside esplanade



Miami's Necklace of Parks

The City of Miami Bicentennial Park /Waterfront Renewal Committee
Save Our Park Inc., 3138 Commodore Plaza, Suite 317, Miami, Fl. 33133



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 2/24/04 DISTRICT: 4

NAME OF PROJECT: BRYAN PARK - INTERIOR IMPROVEMENTS

INITIATING DEPARTMENT/DIVISION: CIP

INITIATING CONTACT PERSON/CONTACT NUMBER: Juan Ordonez 305.416.1241

C.I.P. DEPARTMENT CONTACT: Andre Bryan

RESOLUTION NUMBER: R-04-0172 CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$111,402 (\$60,000 from HDNI Parks bonds allocated)

SOURCE OF FUNDS: \$100,000 from HDNI Bonds / District 4 Quality of Life / CIP # 311714; remaining costs will be funded from HDNI Bonds / Neighborhood Park Improvements & Acquisitions / CIP # 331419

ACCOUNT CODE(S): CIP # 331419 & 311714

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: Andre Bryan, CIP

DESCRIPTION OF PROJECT: The total project costs consists of \$101,300 for contract costs and \$10,102.25 for estimated expenses. The Contractor is Bazan Construction Corporation. Security light poles, two new drinking fountains, new concrete walkways and pads, new dumpster enclosure / fencing/gates, three new covered benches for tennis area, landscaping, and a new bicycle rack; see attachment for additional items.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/18/04

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04

Approved by Commission? YES NO N/A DATE APPROVED: 2/26/04

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: Going to commission on March 11, 2004, two (2) months from then construction will start. Andre Bryan to bring timeline for construction and site plan. Presented by Fernando. Commission date changed to 3/25/04 with a six month estimated construction time.

APPROVAL: Robert O. Jern
BOND OVERSIGHT BOARD

DATE: 2/24/04



Budgetary Impact Analysis

Department Capital Improvements

Division: Construction Management and Design

Commission Meeting Date: March 11th, 2004

Title and brief description of legislation or attached ordinance/resolution:
Bazan J Construction for "Bryan Park Interior Improvements, B-30302"

Resolution awarding contract to

1. Is this item related to revenue? No Yes Revenue Source: _____

2. Is this item an expenditure? No Yes Amount: \$101,300.00
 General Fund Account No: _____
 Special Revenue Fund Account No: _____
 CIP Project No: 331419 and 311714

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
331419 Neighborhood Park Improvements (District 4)	\$31,000,000	\$16,500,000	\$9,445,997	\$7,054,003	\$1,083,113
311714 District 4 Neighborhood Quality of Life Improvements	\$5,000,000	\$5,000,000	\$943,975	\$4,056,025	\$304,883

Comments: _____

Approved by:

 Department Director/Designee

 Date

APPROVALS

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

Verified by CIP: (If applicable) _____ Director/Designee	Date: _____
--	-------------

INTER-OFFICE MEMORANDUM

TO: Honorable Mayor and Members
of the City Commission

DATE:

FILE: B-30302

SUBJECT: Resolution Awarding Contract for
Bryan Park Interior Improvements,
B-30302

FROM:

Joe Arriola
Chief Administrator/City Manager

REFERENCES:

ENCLOSURES: Resolution

RECOMMENDATION

It is respectfully recommended that the City Commission adopt the attached resolution accepting the bid of *BazanJ Construction Corporation*, a company located at 14325 SW 100 Lane, Miami, Florida 33186, whose principal is Blanca V. Bazan, president, for the project entitled "Bryan Park Interior Improvements, B-30302", that was received on January 13th, 2004 in the amount of \$101,300 total bid, and further authorizing the City Manager to enter into a contract on behalf of the City.

BACKGROUND

Amount of Total Bid: \$ 101,300.00 % of Cost Estimate: 100.13%

Const. Cost Estimate: \$ 101,165.70 Construction Time: 120 Calendar Days

Source of Funds: Project Nos. 331419 and 311714, Annual Appropriations Ordinance, as amended.

Minority Representation:

21 Contractors picked up specs
(6 Hispanic, 4 Black, 2 Female, 9 N/A)
11 Contractors submitted bid
(4 Hispanic, 3 Black, 2 Female, 2 N/A)

Public Hearings/Notices: No

Discussion: The Departments of Capital Improvements and Purchasing have evaluated the bids received on December 13th, 2003, and determined that the lowest responsible and responsive bid, in the amount of \$ 101,300.00 is from *BazanJ Construction Corporation*. Funds are available to cover the contract cost, and for such incidental items as postage, blueprinting, advertising, reproduction costs, testing, etc.

FISCAL IMPACT: None/Budgeted Item

JA/ACS/JCC/JBO/FMP

..Title

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENTS, ACCEPTING THE BID OF BAZANJ CONSTRUCTION CORPORATION, THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO INVITATION FOR BIDS, DATED DECEMBER 8, 2003 FOR THE PROJECT ENTITLED "BRYAN PARK INTERIOR IMPROVEMENTS, B-30302" IN THE AMOUNT OF \$101,300.00; ALOCATING FUNDS FROM CAPITAL IMPROVEMENTS PROJECT NOS. 331419 AND 311714 IN THE AMOUNT OF \$\$111,402.25, AS APPROPRIATED BY CAPITAL IMPROVEMENTS ORDINANCE 12451, AS AMENDED, IN THE AMOUNT OF \$101,300.00 FOR THE CONTRACT COST, AND \$10,102.25 FOR EXPENSES, FOR A TOTAL ESTIMATED COST OF \$111,402.25; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, FOR SAID PURPOSE.

..Body

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

Section 1. The bid of BazanJ Construction Corporation, the lowest responsive and responsible bidder pursuant to invitation for Bids, dated December 8, 2003, in the proposed amount of \$101,300.00, for the project entitled "Bryan Park Interior Improvements, B-30302", for the total bid of the proposal, based on lump sum prices, is accepted at the price stated herein.

Section 2. The total estimated project costs of \$111,402.25 are allocated from Capital Improvements Project Nos. 331419 and 311714 in the amount of \$111,402.25, as appropriated by the Annual Appropriations and Capital Improvements Ordinances, as amended. The total project costs consist of \$101,300.00 for contract costs and \$10,102.25 for estimated expenses incurred by the City.

Section 3. The City Manager is hereby authorized to execute and agreement, in the substantially attached form, with BazanJ Construction Corporation for the project.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the mayor.

PASSED AND ADOPTED THIS _____ DAY OF _____ 2004.

APPROVED AS TO FORM AND CORRECTNESS:

ALEX VILARELLO
CITY ATTORNEY

..Footnote

- {1} Words and/or figures stricken through shall be deleted. Underscored words and/or figures shall be added. The remaining provisions are now in effect and remain unchanged. Asterisks indicate omitted and unchanged material.
- {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.

CONTRACT

This AGREEMENT, made and entered into this _____ day of _____, A.D., 2004, by and between the City of Miami, Florida, a municipal corporation of the State of Florida, party of the first part, (hereinafter sometimes called the "City"), and

BazanJ Construction Corporation

Party of the second part (hereinafter sometimes called the "Contractor")

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, mutually agree as follows:

ARTICLE 1. SCOPE OF THE WORK: The Contractor shall furnish all labor, materials and equipment and perform all the work in the manner and form provided by the Contract Documents, for the project entitled:

Bryan Park Interior Improvements, B-30302

ARTICLE 2. THE CONTRACT SUM: The City shall pay to the Contractor, for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions and based on unit prices (where applicable), all as provided in the Proposal and other Contract Documents, the sum of \$101,300.00,

One Hundred and One Thousand and Three Hundred Dollars and
No Cents

ARTICLE 3. PARTIAL AND FINAL PAYMENTS: In accordance with the provisions fully set forth in the "General Conditions" of the "Specifications," and subject to additions and deductions as provided, the City shall pay the Contractor as follows:

(a) On or before the 10th day of each calendar month, the City shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work, performed during the preceding calendar month by the Contractor, less ten (10%) percent of the amount of such estimate, which is to be retained by the City until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the City.

(b) Upon submission by the Contractor of evidence satisfactory to the City that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required in the Specifications or by the Contractor have been furnished and are found acceptable by the City, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all work covered by this Agreement and acceptance of such work by the City.

ARTICLE 4. TIME OF COMPLETION: The Contractor shall commence the work to be performed under this Contract within the number of consecutive days after the date of written notice from the Director of the Department of Capital Improvements to begin work as noted in the Proposal, and shall fully complete the Contract in accordance with the Contract Documents within the number of working days as set forth in the Proposal.

It is mutually agreed between the parties hereto, that time is the essence of this Contract, and, in the event that construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the City may retain for each day thereafter, Sundays and holidays included, that the work remains uncompleted, the sum set forth in the General Conditions of the Specifications, as modified by Division 2 - Special Provisions, which sum represents the actual damage which the City of Miami, Florida, will have sustained per day by failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, but will be the liquidated damage that City will have sustained in event of such default by the Contractor.

ARTICLE 5. ADDITIONAL BOND: It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Performance Bond hereto attached, when required for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, in the opinion of the Engineer; such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within five (5) days after receipt of notice from the Engineer so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the City.

ARTICLE 6. CONTRACT DOCUMENTS: All of the documents hereinafter listed form the Contract and they are as fully as part of the Contract as if hereto attached, or repeated in this Agreement:

- ADVERTISEMENT FOR BIDS
- PROPOSAL
- BID BOND
- CONTRACT
- PERFORMANCE BOND
- MAINTENANCE PERFORMANCE BOND
- INSTRUCTIONS TO BIDDERS
- SPECIFICATIONS
- ADDENDA
- PLANS:

As prepared by: The City of Miami and Kimley-Horn and Associates, Inc.

Entitled: Bryan Park Interior Improvements, B-30302

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in five (5) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract*.

THE CITY OF MIAMI, FLORIDA
Party of the first part

ATTEST:

Priscilla A. Thompson
City Clerk

BY: _____
Joe Arriola
City Manager

WITNESS: (If Corporation,
attach Seal and Attest by Secretary)

CONTRACTOR:

Party of the second part

BY: _____

(Title)

(SEAL)

(Employer Tax I.D. Number)

RESOLUTION NO. _____

APPROVED AS TO INSURANCE
REQUIREMENTS:

Dania Carrillo, Administrator
Risk Management

APPROVED AS ENGINEERING:

APPROVED AS TO FORM AND
CORRECTNESS:

Jorge C. Cano, P.E.
Director
Department of Capital Improvements

Alejandro Vilarello
City Attorney

*IN THE EVENT THAT THE CONTRACTOR IS A CORPORATION, THERE SHALL BE ATTACHED TO EACH COUNTERPART A CERTIFIED COPY OF A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CORPORATION, AUTHORIZING THE OFFICER WHO SIGNS THE CONTRACT TO DO SO IN ITS BEHALF.



City of Miami

Department of Capital Improvements

PROJECT FACT SHEET

Date: January 30, 2004

Emergency:

Project Name: Bryan Park Interior Improvements

Project Location: 2230 SW 12 Street **Commissioner District:** 4

Project Number: B-30302 **Initiating Dept.:** Parks and Recreation

Project Manager/Ext. No.: Fernando Paiva / 1242 **Project Budget:** \$129,692.20

Homeland Defense Bond: **Account Number:** 331419 **Amount:** \$100,000.00

Federal (C.D.B.G.): **Account Number:** _____ **Amount:** _____

S.N.P.B.: **Account Number:** _____ **Amount:** _____

Other: HD Quality Life **Account Number:** 311714 **Amount:** \$38,410.00

PROJECT SCOPE

The project consists of the furnishing of all labor, materials, equipment and supervision for the interior improvements of Bryan Park. The improvements include renovating the comfort station restrooms and construction and repairs of walkways and ramps to comply with ADA requirements, new security lighting, new dumpster fence enclosure, new benches for the tennis courts, new drinking water fountains and related work.

PROJECT COSTS

DESIGN PHASE	A/E Firm: <u>Kimley-Horn and Associates, Inc.</u>	(A) - Actual
	Address: <u>420 Lincoln Road, Suite 353</u>	(E) - Estimate
	City, State, Zip: <u>Miami Beach, Florida, 33139</u>	
	Contact Person: <u>Bruno P. Carvalho, ASLA</u>	
	Telephone/E-Mail: <u>(305) 673-2524</u>	
	Type of Work: <u>Landscape Architecture/Engineering</u>	
	Comments: <u>Miscellaneous Services include a project sign installed in the park on 8/1/03 for \$335.00 and advertisement costs of \$582.25.</u>	
	A/E Firm Fees: <u>\$13,054.00</u> (A)	
	Additional Design Services: _____ (A)	
	In-House Design Cost: _____ (A)	
	Miscellaneous Services: <u>\$917.25</u> (A)	
	CIP Design Administration: <u>\$4,592.50</u> (A)	
	Design Phase Total: <u>\$18,563.75</u>	
CONSTRUCTION PHASE	Contractor: <u>BazanJ Construction Corporation</u>	
	Address: <u>14325 SW 100 Lane</u>	
	City, State, Zip: <u>Miami, Florida 33186</u>	
	Contact Person: <u>Blanca V. Bazan, President</u>	
	Telephone/E-mail: <u>(305) 386-9134</u>	
	Class: <u>P</u> <i>(J = Joint P = Prime S = Sub)</i>	
	Minority Status: <u>F</u> <i>(B = Black F = Female H = Hispanic N = None)</i>	
	Established: <u>2</u> years	
	License Number: <u>CGC-062801</u>	
	Sub-Contractors: <u>Able Electric, Mercedes Lighting, JB&P Plumbing,</u> <u>S. Florida Concrete, Weed 'a way Landscaping,</u> <u>T&J Fencing and Plyworld Contract Connection</u>	
	Construction Contract Amount: <u>\$101,300.00</u> (BID)	
	CIP Construction Administration: <u>\$4,592.50</u> (A)	
	Misc. Construction Costs: _____ (E)	
	Construction Phase Total: <u>\$105,892.50</u>	
Total Project Cost: <u>\$124,456.25</u>		

FORMAL BID

BRYAN PARK INTERIOR IMPROVEMENTS

Project Number: B-30302
 Project Manager: FERNANDO PAIVA
 Person who received the bids: PAIVA / BRYAN
 Construction Estimate = \$ 101,165.70

CIP Number: 311714 & 331419
 Date: 1 / 13 / 2004
 Received at: CITY CLERK'S OFFICE, MIAMI CITY HALL
 Time: 10:00 a.m.

BIDDER		ONE CROW INC.		LEADEX CORPORATION		BAZANJ CONSTRUCTION CORP		T & G CORPORATION	
		573 NW 112 CT. MIAMI, FLORIDA 33178		4731 SW 75 AVE. MIAMI, FLORIDA 33155		14325 SW 100 LANE MIAMI, FLORIDA 33186		8491 NW 17 ST., STE. 110 MIAMI, FLORIDA 33126	
ADDRESS		5% BID BOND		5% BID BOND		BID BOND VOUCHER		5% BID BOND	
BID BOND AMOUNT		C, F, G, J		F, J				F, J	
IRREGULARITIES		YES		YES		YES		YES	
MINORITY OWNED									
ITEM No.	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	BASE BID: ITEMS 1 - 12		\$82,761.34		\$84,860.00		\$101,300.00		\$102,066.00
1	COMFORT STATION REPAIRS TO MEET ADA CODES		\$32,012.00		\$26,000.00		\$47,250.00		\$50,558.00
2	TWO NEW SECURITY LIGHT POLES		\$14,726.88		\$9,860.00		\$8,900.00		\$9,350.00
3	DELETED - NEW LT FIXTURES FOR EXIST LT POLES		\$0.00		\$0.00		\$0.00		\$0.00
4	TWO NEW DRINKING FOUNTAINS		\$4,158.00		\$7,500.00		\$5,000.00		\$8,744.00
5	NEW CONCRETE WALKWAYS AND PADS		\$4,410.00		\$10,000.00		\$15,000.00		\$6,923.00
6	NEW DUMPSTER ENCLOSURE/FENCING/GATES		\$4,215.96		\$5,000.00		\$3,000.00		\$5,011.00
7	THREE NEW COVERED BENCHES - TENNIS COURTS		\$11,310.00		\$13,000.00		\$10,500.00		\$9,804.00
8	LANDSCAPING AROUND DUMPSTER ENCLOSURE		\$1,230.00		\$2,500.00		\$950.00		\$521.00
9	ASPHALT DRIVEWAY FOR DUMPSTER ENCLOSURE		\$1,512.00		\$1,500.00		\$1,500.00		\$2,028.00
10	RELOCATION OF ONE SABAL PALM		\$430.50		\$1,000.00		\$300.00		\$605.00
11	ONE NEW BICYCLE RACK		\$756.00		\$500.00		\$900.00		\$522.00
12	PROVISION FOR SPECIAL ITEMS:		\$8,000.00		\$8,000.00		\$8,000.00		\$8,000.00
	ADDITIVE ITEM								
A	NEW LIGHT FIXTURES AND TWO NEW LIGHT POLES TO ILLUMINATE ONE TENNIS COURT		\$30,429.00		\$31,900.00		\$42,348.00		\$24,000.00
	TOTAL BASE BID & ADDITIVE ITEM A		\$113,190.34		\$116,760.00		\$143,648.00		\$126,066.00

IT HAS BEEN DETERMINED BY THE DEPARTMENT OF CAPITAL IMPROVEMENTS THAT THE LOWEST RESPONSIBLE AND RESPONSIVE BID IS FROM BAZANJ CONSTRUCTION CORP. FOR THE TOTAL AMOUNT OF \$101,300.00

- * IRREGULARITIES LEGEND
- A -- No Power - of - Attorney
 - B -- No Affidavit as to Capital & Surplus of Bonding Company
 - C -- Corrected Extensions
 - D -- Proposal Unsigned or Improperly Signed or No Corporate Seal
 - E -- Incomplete Extensions
 - F -- Non - responsible bid (No Minority Participation Compliance)
 - G -- Improper Bid Bond (Only one copy of Bid Bond submitted)
 - H -- No Certificate of Competency Number
 - I -- No First Source Hiring Compliance Statement
 - J -- No Minority Compliance
 - K -- No Duplicate Bid Proposal
 - L -- No City Occupational License

If the above contractor is not the lowest bidder explain:

s.k. 1/28/04
 Item 3 in the amount of \$21,159.18 deleted as per addendum 4 and as per letter of clarification received from One Crow Inc received on 1/15/04.
[Signature] 1/28/04

FORMAL BID

BRYAN PARK INTERIOR IMPROVEMENTS

Project Number: B-30302
 Project Manager: FERNANDO PAIVA
 Person who received the bids: PAIVA / BRYAN
 Construction Estimate = \$ 101,165.70

CIP Number: 311714 & 331419
 Date: 1 / 13 / 2004
 Received at: CITY CLERK'S OFFICE, MIAMI CITY HALL
 Time: 10:00 a.m.

BIDDER		PARADISE CONSTRUCTION CORP.		DEVELOPMENT & COMMUNICATION GROUP OF FL INC		B & B INDUSTRIAL CONTRACTORS		E.D.F.M. CORPORATION	
ADDRESS		7515 SW 153 CT., UNIT 108 MIAMI, FLORIDA 33193		9700 SW 104 ST. MIAMI, FLORIDA 33176		2020 NE 163 ST., STE. 2080 MIAMI, FLORIDA 33162		1022 NW 54 ST. MIAMI, FLORIDA 33127	
BID BOND AMOUNT		BID BOND VOUCHER		\$5,000.00 BID BOND		BID BOND VOUCHER		\$10,000.00 BID BOND	
IRREGULARITIES		C, F, J		C, F, G, J		C, D, F, J			
MINORITY OWNED		YES		YES		YES		YES	
ITEM No.	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	BASE BID: ITEMS 1 - 12		\$113,725.17		\$114,700.00		\$116,946.38		\$118,377.00
1	COMFORT STATION REPAIRS TO MEET ADA CODES		\$33,800.00		\$40,000.00		\$20,000.00		\$44,670.00
2	TWO NEW SECURITY LIGHT POLES		\$11,500.00		\$30,000.00		\$20,000.00		\$15,000.00
3	DELETED - NEW LT FIXTURES FOR EXIST LT POLES	*	\$0.00	**	\$0.00	***	\$37,500.00		\$0.00
4	TWO NEW DRINKING FOUNTAINS		\$9,110.00		\$6,300.00		\$3,000.00		\$9,878.00
5	NEW CONCRETE WALKWAYS AND PADS		\$18,000.00		\$15,000.00		\$4,000.00		\$15,228.00
6	NEW DUMPSTER ENCLOSURE/FENCING/GATES		\$7,500.00		\$3,000.00		\$4,946.38		\$4,718.00
7	THREE NEW COVERED BENCHES - TENNIS COURTS		\$15,406.17		\$9,000.00		\$6,000.00		\$14,468.00
8	LANDSCAPING AROUND DUMPSTER ENCLOSURE		\$4,000.00		\$1,000.00		\$2,000.00		\$3,342.00
9	ASPHALT DRIVEWAY FOR DUMPSTER ENCLOSURE		\$4,300.00		\$1,500.00		\$8,000.00		\$1,692.00
10	RELOCATION OF ONE SABAL PALM		\$1,000.00		\$300.00		\$1,500.00		\$500.00
11	ONE NEW BICYCLE RACK		\$1,109.00		\$600.00		\$2,000.00		\$881.00
12	PROVISION FOR SPECIAL ITEMS:		\$8,000.00		\$8,000.00		\$8,000.00		\$8,000.00
	ADDITIVE ITEM								
A	NEW LIGHT FIXTURES AND TWO NEW LIGHT POLES TO ILLUMINATE ONE TENNIS COURT		\$25,393.00		\$20,000.00		\$14,000.00		\$44,000.00
	TOTAL BASE BID & ADDITIVE ITEM A		\$139,118.17		\$138,700.00		\$130,946.38		\$162,377.00

- * IRREGULARITIES LEGEND
- A -- No Power-of - Attorney
 - B -- No Affidavit as to Capital & Surplus of Bonding Company
 - C -- Corrected Extensions
 - D -- Proposal Unsigned or Improperly Signed or No Corporate Seal
 - E -- Incomplete Extensions
 - F -- Non - responsible bid (No Minority Participation Compliance)
 - G -- Improper Bid Bond (Amt. of Bid Bond below the 5% required)
 - H -- No Certificate of Competency Number
 - I -- No First Source Hiring Compliance Statement
 - J -- No Minority Compliance
 - K -- No Duplicate Bid Proposal
 - L -- No City Occupational License

IT HAS BEEN DETERMINED BY THE DEPARTMENT OF CAPITAL IMPROVEMENTS THAT THE LOWEST RESPONSIBLE AND RESPONSIVE BID IS FROM BAZANJ CONSTRUCTION CORP FOR THE TOTAL AMOUNT OF \$101,300.00

If the above contractor is not the lowest bidder explain:

- * Item 3 in the amount of \$26,850.00 deleted as per Addendum 4.
- ** Item 3 in the amount of \$4,000.00 deleted as per Addendum 4.
- *** B&B Industrial is a non-responsive and responsible bidder. Bids were submitted without corporate seal and signature, without acknowledgement that addendums were received and other irregularities.

FORMAL BID

BRYAN PARK INTERIOR IMPROVEMENTS

Project Number: B-30302
 Project Manager: FERNANDO PAIVA
 Person who received the bids: PAIVA/BRYAN
 Construction Estimate = \$ 101,165.70

CIP Number: 311714 & 331419
 Date: 1 / 13 / 2004
 Received at: CITY CLERK'S OFFICE, MIAMI CITY HALL
 Time: 10:00 a.m.

BIDDER		AUGUST CONSTRUCTION COMPANY, INC.		NCI CONSTRUCTION CO.		R. TARAFI GENERAL CONTRACTOR, INC.	
ADDRESS		7341 NW 32 AVE. MIAMI, FLORIDA 33147		130 SW 8 ST., STE. 200 MIAMI, FLORIDA 33130		8840 SW 51 ST. MIAMI, FLORIDA 33165	
BID BOND AMOUNT		\$7,500.00 BID BOND		5% BID BOND		5% BID BOND	
IRREGULARITIES		J		C, J		J	
MINORITY OWNED		YES		YES		YES	
ITEM No.	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	BASE BID: ITEMS 1 - 12		\$121,715.00		\$133,970.00		\$150,308.00
1	COMFORT STATION REPAIRS TO MEET ADA CODES		\$51,207.00		\$38,348.00		\$66,000.00
2	TWO NEW SECURITY LIGHT POLES		\$20,728.00		\$22,002.00		\$10,625.00
3	DELETED - NEW LT FIXTURES FOR EXIST LT POLES		\$0.00		\$0.00		\$0.00
4	TWO NEW DRINKING FOUNTAINS		\$8,292.00		\$10,740.00		\$12,500.00
5	NEW CONCRETE WALKWAYS AND PADS		\$9,713.00		\$18,600.00		\$21,250.00
6	NEW DUMPSTER ENCLOSURE/FENCING/GATES		\$3,768.00		\$6,285.00		\$4,183.00
7	THREE NEW COVERED BENCHES - TENNIS COURTS		\$16,198.00		\$15,407.00		\$16,250.00
8	LANDSCAPING AROUND DUMPSTER ENCLOSURE		\$700.00		\$9,748.00		\$3,750.00
9	ASPHALT DRIVEWAY FOR DUMPSTER ENCLOSURE		\$725.00		\$3,069.00		\$6,250.00
10	RELOCATION OF ONE SABAL PALM		\$1,000.00		\$537.00		\$500.00
11	ONE NEW BICYCLE RACK		\$1,384.00		\$1,234.00		\$1,000.00
12	PROVISION FOR SPECIAL ITEMS:		\$8,000.00		\$8,000.00		\$8,000.00
A	ADDITIVE ITEM						
	NEW LIGHT FIXTURES AND TWO NEW LIGHT POLES		\$49,000.00		\$62,200.00		\$14,000.00
	TO ILLUMINATE ONE TENNIS COURT						
	TOTAL BASE BID & ADDITIVE ITEM A		\$170,715.00		\$196,170.00		\$164,308.00

IT HAS BEEN DETERMINED BY THE DEPARTMENT OF CAPITAL IMPROVEMENTS THAT THE LOWEST RESPONSIBLE AND RESPONSIVE BID IS FROM **BAZANI CONSTRUCTION CORP.** FOR THE TOTAL AMOUNT OF **\$101,300.00**

If the above contractor is not the lowest bidder explain:

- * IRREGULARITIES LEGEND
- A -- No Power - of - Attorney
- B -- No Affidavit as to Capital & Surplus of Bonding Company
- C -- Corrected Extensions
- D -- Proposal Unsigned or Improperly Signed or no Corporate Seal
- E -- Incomplete Extensions
- F -- Non - responsible bid
- G -- Improper Bid Bond
- H -- No Certificate of Competency Number
- I -- No First Source Hiring Compliance Statement
- J -- No Minority Compliance
- K -- No Duplicate Bid Proposal
- L -- No City Occupational License

Present: Commissioner González, Commissioner Winton, Commissioner Regalado and Chairman Teele
Absent: Vice Chairman Sanchez

MAYORAL VETOES

(Pursuant to Section 4(g)(5) of the charter of Miami, Florida, Item(s) vetoed by the Mayor shall be placed by the city clerk as the first substantive item(s) for the commission consideration.)

NO MAYORAL VETOES

There were no mayoral vetoes to be considered.

APPROVING THE MINUTES OF THE FOLLOWING MEETINGS:

Special Meeting of April 15, 2002

MOVED: Johnny L. Winton

SECONDED: Angel González

Motion to APPROVED PASSED by the following vote.

AYES: Commissioner González, Winton and Teele

ABSENT: Commissioner Sanchez and Regalado

CONSENT AGENDA

CA.1 04-00225 RESOLUTION

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ACCEPTING THE BID OF BAZANJ CONSTRUCTION CORPORATION, FOR THE PROJECT ENTITLED "BRYAN PARK INTERIOR IMPROVEMENTS, B-30302," IN AN AMOUNT NOT TO EXCEED \$101,300; ALLOCATING FUNDS FROM CAPITAL IMPROVEMENTS PROJECT NOS. 331419, IN AN AMOUNT NOT TO EXCEED \$1,694 AND 311714, IN AN AMOUNT NOT TO EXCEED \$109,708.25, FOR CONTRACT COSTS, PLUS AN AMOUNT NOT TO EXCEED \$10,102.25 FOR ESTIMATED EXPENSES INCURRED BY THE CITY OF MIAMI, FOR TOTAL PROJECT COSTS IN AN AMOUNT NOT TO EXCEED \$111,402.25, AS SET FORTH IN THE FORMAL BID DOCUMENT AND THE DEPARTMENT OF CAPITAL IMPROVEMENTS PROJECT FACT SHEET, ATTACHED AND INCORPORATED; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM.

04-00225-cover memo.pdf, 04-00225-budgetary impact analysis.pdf, 04-00225-legislation.pdf, 04-00225-exhibit 1-contract.pdf, 04-00225-exhibit 2-project fact sheet.pdf, 04-00225-exhibit 3-formal bid.pdf

R-04-0172

This Matter was ADOPTED on the Consent Agenda.

CA.2 04-00226 RESOLUTION

SCOPE OF WORK

THE PROJECT SHALL CONSIST OF, BUT IS NOT LIMITED TO, THE FURNISHING OF ALL LABOR, MATERIALS AND EQUIPMENT FOR THE FOLLOWING:

1. REPAIRING THE RESTROOMS AT THE COMFORT STATION TO MEET ALL APPLICABLE CODES, INCLUDING ADA.
2. INSTALLING A NEW SECURITY LIGHTING SYSTEM TO ILLUMINATE THE PLAYGROUND AND ALONG SW 23RD COURT.
3. INSTALLING TWO (2) NEW DRINKING FOUNTAINS AND CONNECTING THE FOUNTAINS TO THE DOMESTIC WATER LINE AT THE PARK.
4. INSTALLING A NEW SPORTS LIGHTING SYSTEM TO ILLUMINATE THE EAST TENNIS COURT ALONG WITH INSTALLING ELECTRICAL OUTLETS IN LOCKABLE ENCLOSURES AT TWO LIGHT POLES IN THE TENNIS COURTS.
5. INSTALLING NEW CONCRETE WALKWAYS FROM THE TENNIS COURTS TO THE COMFORT STATION, FROM THE EAST ENTRY GATE TO THE SOUTH SIDE OF THE TOT LOT, AND FROM THE COMFORT STATION TO THE EXISTING SOUTH GATE.
6. CONSTRUCTING A CHAIN LINK FENCE ENCLOSURE AND A DECORATIVE IRON GATE TO MATCH EXISTING, AROUND THE PROPOSED DUMPSTER AREA.
7. CONSTRUCTING A NEW ASPHALT DRIVEWAY AND REINFORCED CONCRETE PATH TO ACCESS THE PROPOSED DUMPSTER ENCLOSURE.
8. INSTALLING THREE (3) NEW BENCHES WITH CANOPIES AT THE TENNIS COURTS.
9. INSTALLING LANDSCAPING AROUND DUMPSTER ENCLOSURE.
10. RELOCATING ONE (1) SABAL PALM AS SHOWN.
11. INSTALLING ONE (1) NEW BICYCLE RACK WITH CONCRETE SLAB AS SHOWN.

NOTE:

THE CONTRACTOR IS CAUTIONED THAT EXISTING UNDERGROUND UTILITY LINES ARE EXISTING. BEFORE DIGGING CALL NO. CUTS AT (800) 432-4770, AND THE CITY'S PROPERTY MAINTENANCE DIVISION AT (305) 575-5141. CONTACT PERSON: JOSE SARDINA.

NOTES

PLANT LIST QUANTITIES ARE PROVIDED FOR CONVENIENCE. IN THE EVENT OF QUANTITY DISCREPANCIES, THE DRAWING SHALL TAKE PRECEDENCE.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY PLANT MATERIAL QUANTITIES, INCLUDING SOD AND MULCH. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN "GRADES" AND STANDARDS FOR NURSERY PLANTS, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

COMPLETELY REMOVE ALL SYNTHETIC NON-BIODEGRADABLE ROOTBALL WRAPPING MATERIAL PRIOR TO INSTALLATION. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN AUTHORIZATION FROM THE OWNER.

CONTRACTOR SHALL WATER THE PLANT MATERIAL FOR A PERIOD OF 3 MONTHS AS TO PROPERLY ESTABLISH THE PLANT MATERIAL.

REFER TO WRITTEN SPECIFICATIONS.

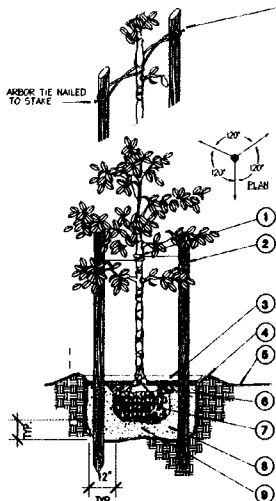
PLANT MATERIAL	SYM.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/REMARKS
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UNDERSTORY PLANTING - TYPICAL PALETTE

N	CI	16	Conocarpus erectus	Green Buttonwood	7 GAL. 6" Standard, 36" O.C.
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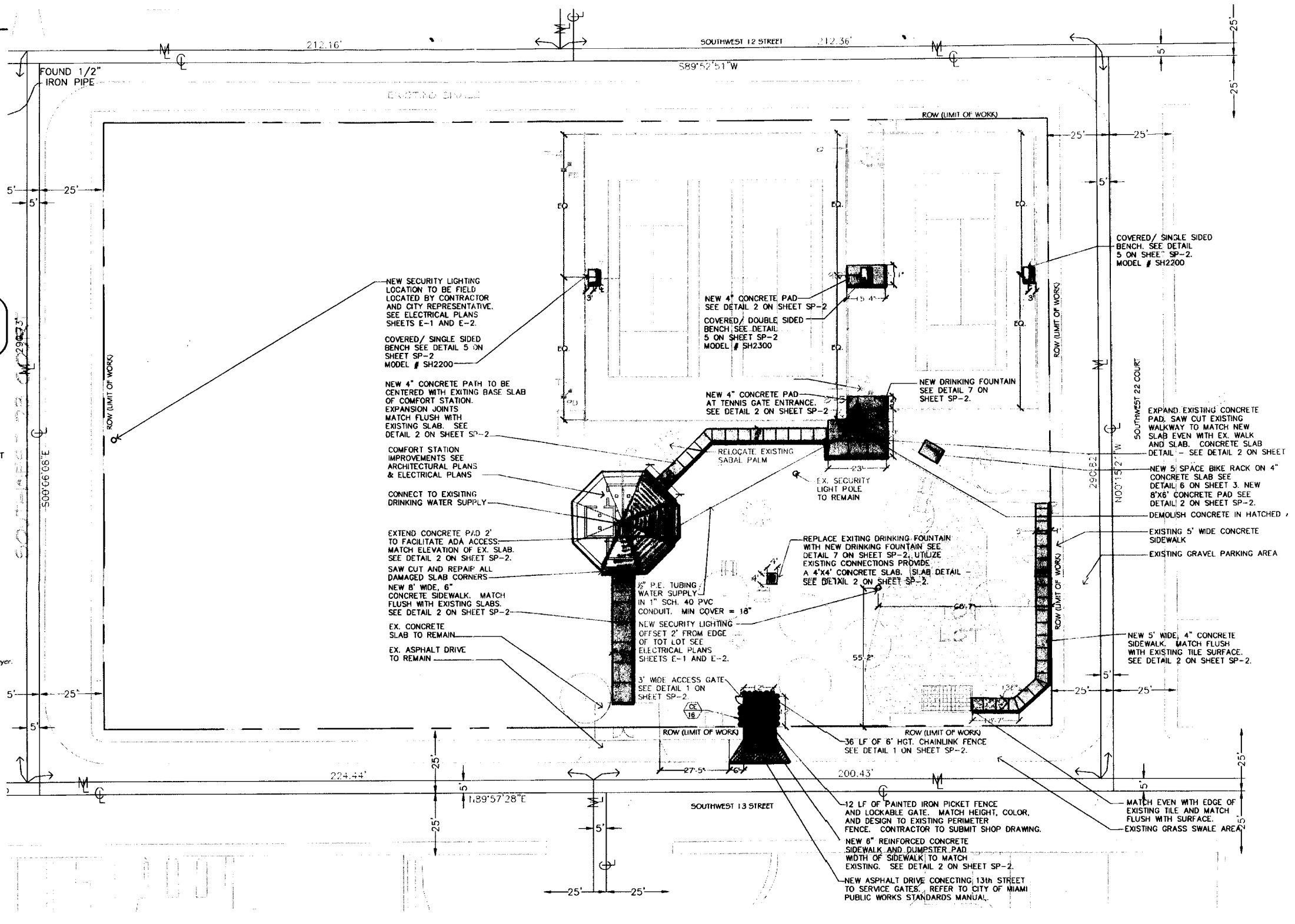
MISCELLANEOUS					
As Needed for site restoration.			Stenotaphrum secundatum	St. Augustine Grass	Certified Sod, 100% insect/disease free - laid tight, rolled
As Needed			Eucalyptus	Mulch	For planting beds, tree rigs, 3" layer.

'N' = NATIVE MATERIAL

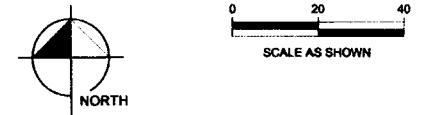


Small Tree Planting Detail

1. 1/4" ABSORBENT BY DEEPROOF OR APPROX. EQUAL FOR MULTI-TRUNK TREES (CUT TO STRONGEST TRUNK AT CENTER).
 2. THREE 2" x 6" LODGE POLES SPACE EVENLY AROUND TREE.
 3. 3" MINIMUM OF EUCALYPTUS MULCH COMPACTED OR AS SPECIFIED.
 4. SOIL BERRY TO HOLD WATER.
 5. FINISHED GRADE (SEE GRADING PLAN).
 6. TOP OF ROOTBALL PIN 1" ABOVE FINISHED GRADE.
 7. B. I. B. OR CONTAINERIZED (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
 8. PREPARED PLANTING SOIL AS SPECIFIED.
- NOTES:
 A. CONTRACTOR SHALL ASSURE PROTECTION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
 B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
 C. "TREE SAVER" ANCHORING SYSTEM MAY BE SUBSTITUTED FOR WOOD STAKING SYSTEM UPON APPROVAL BY OWNER OR LANDSCAPE ARCHITECT.



SITE PLAN TABULATIONS:
 TOTAL GROSS LOT ACREAGE = 2.07 ACRES
 % OF TOTAL GROSS LOT ACREAGE DEVOTED TO:
 - IMPROVEMENTS = .0367 ACRES OR 1.77%
 - GROUND COVERAGE BY STRUCTURES = .0137 ACRES OR .67%



No.	REVISIONS	DATE	BY
1	SITE PLAN REVISIONS PER DRY RUN REVIEW ON 11/8/03	11/20/03	BFC
2	SITE PLAN REVISIONS PER CITY REVIEW	12/4/03	BFC

DESIGNED BY: BFC
 DRAWN BY: MA
 CHECKED BY: BFC
 DATE: 10/19/2003
 PROJECT NO.: 040852003

BRYAN PARK
 CITY OF MIAMI, FLORIDA
 2240 SW 12th STREET, MIAMI, FL
 MIAMI, DADE FLORIDA

LANDSCAPE ARCHITECT:
 BRUNO CARVALHO
 FLORIDA REGISTRATION NUMBER:
 LA # 0001743
 SEAL

SHEET NUMBER
SP-1



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 2/24/04 DISTRICT: 3
NAME OF PROJECT: 1501 SW 9TH STREET IN CONNECTION WITH TOWER THEATRE-
DEMOLITION OF EXISTING STRUCTURE & CONSTRUCTION OF PARKING LOT
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 / Andre Bryan
RESOLUTION NUMBER: R-04-0124 CIP/PROJECT NUMBER: 341127
ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$100,000 (\$3,750,000 appropriated; current estimated balance is \$2,230,860)
SOURCE OF FUNDS: HDNI Bonds - Calle Ocho Improvements
ACCOUNT CODE(S): CIP # 341127

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

DESCRIPTION OF PROJECT: Construction of a fourteen (14) space parking lot and the demolition of the
existing structure on said property. Due to the lack of parking along SW 8th Street, there is a need for a parking lot
by the Tower Theatre. Estimated cost of constructing said parking lot is \$88,774; estimated cost of demolishing the
existing structure is \$10,000.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/18/04
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04
Approved by Commission? YES NO N/A DATE APPROVED: 2/26/04
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: Neal Poteet (305) 416-1271
Original amount \$100,000-revised amount \$171,621 for a difference of \$71,621

Justifications for change: _____

Description of change: See Attached.

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:

Project not commenced because City wanted to use different contractor in a small
area. What is the parking lot going to be used for? Should Department of Off-Street
Parking be paying for it?

APPROVAL: Robert W. Flood DATE: 2/24/04

BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO

INTER-OFFICE MEMORANDUM

TO : Homeland Defense/Neighborhood Improvement
Bond Oversight Board

DATE : February 17, 2004

FILE :

FROM : Keith A. Carswell, Director
Department of Economic Development

SUBJECT : Demolition of Existing Structure, and
Construction of Parking Lot at 1501
Southwest 9th Street in connection with
the Tower Theatre

REFERENCES :

ENCLOSURES:

This memorandum serves to request the Homeland Defense/Neighborhood Improvement Bond Oversight Board recommend approval for the use of funds in the amount of One Hundred Thousand Dollars (\$100,000) to cover the cost of construction of a fourteen (14) space parking lot, and the demolition of the existing structure on the City of Miami owned property located at 1501 Southwest 9th Street. The construction of the above-referenced parking lot is related to the City of Miami-owned facility located at 1508 Southwest 8th Street (commonly known as the "Tower Theatre"), and the ongoing improvements within the surrounding neighborhood.

On September 26, 2002, the City Commission adopted Resolution 02-1058 directing the City Manager to initiate steps necessary to purchase the property located immediately behind the Tower Theater at 1501 SW 9th Street, Miami, Florida. The Resolution further directed the City Manager to negotiate an agreement for said acquisition and to present the agreement to the City Commission for its consideration.

On December 12, 2002 the City of Miami Commission adopted Resolution No. 02-1274 authorizing the City Manager to exercise the option to purchase the property located at 1501 Southwest 9th Street, Miami, Florida, as set forth in the Option Agreement between the City of Miami and Miguel Moreira (Seller). The option agreement provided for a purchase price of \$200,000 with funds allocated from CIP Project 341127 entitled Calle Ocho Improvements.

Due to limited availability of parking on Southwest 8th Street there is a direct need for parking to accommodate the needs of the Tower Theatre, and whereas this project has received the expressed support of the District 3 Commissioner Joe Sanchez, in whose district the property is situated. The City of Miami Department of Capital Improvements has been requested to prepare a preliminary estimate for the construction of the parking lot. The approximate cost for the construction of the parking lot is estimated to be Eighty Eight Thousand Seven Hundred and Seventy-Four Dollars (\$88,774), with an additional Ten Thousand (\$10,000) required for demolition of the existing structure. In order to complete the construction of the parking lot and demolition of the existing structure we are requesting your recommendation of approval for One Hundred Thousand (\$100,000) dollars from CIP Project 341127, entitled Calle Ocho Improvements, to cover these costs.

HD/NIB MOTION 04-20

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE BRYAN PARK-INTERIOR IMPROVEMENTS PROJECT; FURTHER RECOMMENDING THAT \$111,402 BE ALLOCATED TO THIS PROJECT.

MOVED: M. CRUZ
SECONDED: J. REYES
ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD;
G. RESHEFSKY

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

- Demolition of Existing Structure and Construction of Parking Lot at 1501 SW 9 Street.

Total dollar amount: \$100,000
Source of funds: Homeland Defense/Calle Ocho improvements
Report by: Dirk Duval; Madeline Valdes-Economic Development;
Jorge Cano, Director, CIP
Date approved by Audit Subcommittee: February 18, 2004

Scope of work includes construction of a 14-space parking lot and the demolition of the existing structure (a single-family house) on the property.

The City Commission has acknowledged the need for more parking in the Little Havana area. This parking lot will be complementary to the Tower Theater as well as the nearby Domino Park.

CIP Director Cano informed the board that this project was done in-house. This project incorporates some of the design features, i.e. pavers and lighting fixtures to match the design being used on the development of a plaza in this area.

Board Member Marko reminded the board that when this project was first recommended for approval by the board, there was mention of developing the property into a dressing room or storage space for use by the Tower Theater, but there was never mention of developing a parking lot on the property. He expressed his concern over how expensive it would be to develop this property as a 14-space parking lot.

Ms. Valdes explained that the property could not be used as a dressing room by the Tower Theater, because it is not physically connected to the theater and retrofitting would exceed the value of the site, so the best alternative presently is to use the site for parking.

Chairman Flanders informed the board of Commissioner Sanchez' support re development of the site as a parking lot.

HD/NIB MOTION 04-21

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE 1501 S.W. 9TH STREET IN CONNECTION WITH TOWER THEATRE-DEMOLITION OF EXISTING STRUCTURE & CONSTRUCTION OF PARKING LOT PROJECT; FURTHER RECOMMENDING THAT \$100,000 OF HD/NIB-CALLE OCHO IMPROVEMENTS FUNDS BE ALLOCATED TO THIS PROJECT.

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

- Removal of Underground Storage Tanks at Little Haiti Land Parcels 60 and 61.

Total dollar amount: \$30,000
Source of funds: Homeland Defense/Little Haiti Park Land Acquisition & Development
Report by: Madeline Valdez-Economic Development
Date approved by Audit Subcommittee: February 18, 2004

Scope of work includes hiring of consultant re permitting and removal of two to four improperly abandoned underground storage tanks; collect soil and groundwater samples in accordance with Chapter 62-761 Florida Administrative Code and submit Tank Closure Assessment Report to DERM for review. A trucking company occupied this site when it was owned by Dade County.

UPDATES:

1. **Fire-Rescue Homeland Defense Preparedness Initiatives**

Tom Flores, Assistant Fire Chief, stated that all proposals to purchase land had failed. Not much progress made on equipment either. Federal funds had been used for some equipment. Request for proposals were issued for equipment, which should be reviewed mid October.

2. **Land Acquisition for Future Fire Station at 749 NE 79 Street.**

Madeline Valdes, Economic Development, stated the \$500,000 proposal to purchase a church fell through prior to closing. Some of said funds (\$5,978) were spent in due diligence. The balance is now available to go back into homeland defense fire account. The administration is no longer pursuing this location, but is continuing to seek other sites in the area.

3. **Land Acquisition for Little Haiti Park Parcels 72 & 74.**

4. **Land Acquisition for Little Haiti Park Parcel 73.**

5. **Land Acquisition for Little Haiti Park Parcel 78**

Madeline Valdes, Economic Development stated:

Parcel 72 & 74 the City is not purchasing because the property owner did not sign the agreement.

Parcel 73 the City is not purchasing because the property owner did not sign the agreement.

Parcel 78 was purchased, closed and conducting demolition, which should be completed this week.

Mr. Reshefsky requested Ms. Valdes to provide the board with photographs.

6. **Little Haiti Park Survey of Alleyway near 59 St. N.E. 2nd Avenue.**

Madeline Valdes, Economic Development, stated that a survey had been procured for area behind the Caribbean Marketplace, pursuant to the board's request, to establish no encroachments on the site.

7. **Demolition and Construction of Parking Lot at 1501 S.W. 9 St.**

Juan Ordonez, Capital Improvement Projects, reported a unity of title is required for this project. Mary Conway, Director of CIP, reported city is considering different options, will be costing project and will come back with a recommendation.

CONSTRUCTION ESTIMATE

PRELIMINARY ESTIMATE

SHEET 1 OF 1
DATE 2/13/2004

PROJECT MANAGER : MARZO/SILVA
PROJECT NAME : TOWER CITY ADDITIONAL PARKING

JOB #: _____
CIP #: _____

ITEM	ITEM NAME	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	16" X 16" CONC, BLK, COL.		12	250.00	\$3,000.00
2	6' HT. CHAIN LINK FENCE	LF	116	95.00	\$6,000.00
3	GATE (12' L X 6' HT)		1	1200.00	\$1,200.00
4	GATE (4' W X 6' HT)		1	250.00	\$250.00
5	CBS FENCE	LF	68	70.00	\$4,800.00
6	IRRIGATION				\$3,000.00
7	LANDSCAPE				\$15,000.00
8	LIGHTING				\$15,000.00
9	WHEEL STOP.		13	100.00	\$1,300.00
10	H/C SIGN		1	300.00	\$300.00
11	STOP SIGN		1	350.00	\$350.00
12	STRIPING	LF	400	1.00	\$400.00
13	ASPHALT (INC. SUBGRADE)	SY	425	32.00	\$13,600.00
14	CATH BASIN		2	4000.00	\$8,000.00
15	FRENCH DRAIN (32" L X 15" D)		15	75.00	\$2,400.00
	SUBTOTAL				\$74,600.00
16	CONTIGENCIES		5%		\$3,730.00
17	CIP DESIGN FEES		7%		\$5,222.00
18	CIP ADMIN. FEES		7%		\$5,222.00
	TOTAL				\$88,774.00
	NOTE: FOR THE USE OF BRICK PAVERS ON SAND BED ADD.				\$3,570.00



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 2/24/04 DISTRICT: 5
 NAME OF PROJECT: LITTLE HAITI PARK - SUMMARY OF ENVIRONMENTAL ISSUE - 299 & 303 NE 59 Terrace - # 60 & 61
 INITIATING DEPARTMENT/DIVISION: Economic Development
 INITIATING CONTACT PERSON/CONTACT NUMBER: Craig Clevenger - 305.416.1543
 C.I.P. DEPARTMENT CONTACT: Fernando Paiva
 RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331412
 ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$30,000 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$18,370,418)
 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 / Craig Clevenger
 DESCRIPTION OF PROJECT: Hire consultant to permit and removal two to four improperly-abandoned underground storage tanks. Collect soil and groundwater samples in accordance with Chapter 62-761, Florida Administrative Code (FAC), and submit Tank Closure Assessment Report (TCAR) to DERM for review.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/18/04
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04
 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: A trucking company was on this site. The County owned the land.

APPROVAL: Robert O. Flood DATE: 2/24/04
 BOND OVERSIGHT BOARD

DaSilva, Kelli R

From: Perez, Danette
Sent: Tuesday, February 10, 2004 4:56 PM
To: DaSilva, Kelli R
Subject: FW: Bond Oversight - Audit Subcommittee Meeting

From: Clevenger, Craig
Sent: Tuesday, February 10, 2004 4:54 PM
To: Perez, Danette
Cc: Valdes, Madeline; Carswell, Keith
Subject: Bond Oversight - Audit Subcommittee Meeting

Danette,

Please find attached information we would like to have added to agenda for the February 18th Audit Subcommittee Meeting. I will attend to discuss. Please call me if you have any questions. Thank you!

Craig C. Clevenger, P.G.
Brownfields Coordinator
Department of Economic Development
City of Miami
444 SW 2nd Avenue, 3rd Floor
Miami, FL 33130
(305) 416-1453 - office
(305) 416-2156 - fax
(305) 300-5954 - cell

02/11/2004

Vega, Sandra

From: Cano, Jorge

Sent: Wednesday, February 11, 2004 11:52 PM

To: Cuervo Schreiber, Alicia

Cc: Arriola, Joe; Winton, John L. (Commissioner); Haskins, Linda; Balzebre, Frank; Rosemond, David; Fernandez, Javier

Subject: Bicentennial Park Seawall

Alicia,

As we discussed, I updated Joe this morning, after our Model City Trust meeting with Commissioner Winton, on the deadlines and funding decisions that needed to be made in order to pass an appropriations ordinance and award the construction contract for Phase I of the Bicentennial Park Seawall on the Feb. 26th commission meeting. Previously, as you directed, I updated Frank Balzebre and gave him a copy of the attached analysis of which you have a copy.

With world steel prices, rapidly rising, the low bidder's supplier would not hold his quotes without a contract commitment from the City by March 1st and intended to withdraw his bid (we secured independent confirmation of the steel market conditions).

As you know, we only have \$5.9M in appropriations – of which \$5M are in HD first series funds (out of \$10M HD total). In order to address the funding gap I suggested utilizing unallocated HD funds (from the previously “Un-appropriated” funds) in the following manner: \$670,000 balance from the “Citywide” portion and \$1,000,000 from the “District” portion of these funds.

I explained the proposal to Joe and he suggested that we move forward but that we only “borrow” the \$1,000,000 from Comm. Winton's “District” allocation of the previously un-appropriated HD funds. He explained that he wanted to earmark the City's Parcel B funds (\$2M currently held by the County) toward the seawall project and that the money might be available in 90 days. Once the Parcel B money came in, then the \$1M would revert back to District 2's allocation which the commissioner could assign to projects unfunded in series 1.

We then met with Commissioner Winton, Joe explained his funding proposal and the Commissioner agreed. During this time, the agenda office has been extremely cooperative by reserving “placeholders” for the needed legislation past the submittals deadline. The resolution awarding the contract was completed and will be delivered to City Hall tomorrow for your initials and City Manager signature. The appropriations ordinance will also follow.

The attached report will provide additional details.

Jorge

2/12/2004

**Little Haiti Park Project - Summary of Environmental Issue
Vacant Property Located at 299 & 303 NE 59th Terr. (Parcels 60 and 61)**

I. Background

- The City acquired the subject property from Miami-Dade County on December 24, 2003.
- A Phase I Environmental Site Assessment (ESA), dated July 2003, was prepared for the City, which included the subject parcels.
- The subject parcels had historically been occupied by Allied Parcel Service, J. Gallant Delivery Service and Ace Delivery Service in the 1960s and 1970s. It appears that these companies utilized on-site underground storage tanks (USTs) for vehicle fueling.
- The Miami-Dade County Department of Environmental Resources Management (DERM) file documented the following potential environmental concerns:
 - DERM inspection report in 1991 documents presence of improperly-abandoned USTs. DERM issued Notice of Violations (NOVs) in 1991 and 1992 for the presence of improperly-abandoned USTs.
 - DERM internal memorandum, dated October 1994, noted that the enforcement case had been closed, but the “not properly abandoned” (NPA) tank status remained opened. The memorandum noted that a change of ownership was needed to address UST issue.
 - No evidence of tank removal in DERM file.
- City hired consultant to conduct geophysical survey in January 2004. Based on ground-penetrating radar (GPR) assessment five anomalous areas were identified in the subsurface (see attached site map).
 - Two large anomalies were interpreted as USTs.
 - Two smaller anomalies were interpreted as possible USTs.
 - One anomalous area was interpreted as buried debris (footer).
- Pursuant to Chapter 62-761, Florida Administrative Code (FAC), improperly-abandoned USTs must be closed within 90 days of discovery (target date: April 30, 2004).

II. Recommendation

Hire consultant to permit and removal two to four improperly-abandoned USTs. Collect soil and groundwater samples in accordance with Chapter 62-761, Florida Administrative Code (FAC), and submit Tank Closure Assessment Report (TCAR) to DERM for review.

III. Projected Budget

Department recommends budgeting \$30,000 to remove the USTs and prepare the TCAR. If no contamination is identified, then DERM will issue a No Further Action letter. However, if petroleum-affected soil and/or groundwater is identified, then additional funding may be needed to conduct site assessment activities.



Sub Surface Investigation

Site Location:
299-303 NE 59th Terrace
Miami, Florida

Prepared for:
URS
7650 Corporate Center Drive
Suite 400, 401
Miami, FL 33126-2053

Ground Hound Detection Services, Inc.
Project No. 04-219-R

©1997-2004 Ground Hound Detection Services, Inc.

Ground Hound Detection Services, Inc.
P.O. Box 4736 / Boynton Beach, Florida 33424-4736
561.737.9800 / FAX 561.737.1742 / www.groundhound.com

1.0 PURPOSE

Ground Hound Detection Services, Inc. (GHD) performed a subsurface investigation utilizing surface Ground Penetrating Radar (GPR) to survey the subject site located at: 299-303 NE 59th Terrace, Miami, FL. The survey was conducted at the request of Paula Sessions of URS, Inc. (Client) on January 30, 2004.

The purpose of this investigation was to:

- Locate the presence of potential underground storage tanks (UST).
The specified survey area consisted of a commercial site with evidence of razed structure(s).

1.1 LIMITING CONDITIONS

In the event portions of the subject site were not accessible due to obstructions and/or stored items, those areas will be noted as inaccessible. An attempt was made to be as thorough as possible in the survey process. The surveyed areas were defined by the Client and the supplied graphic is included within.

In order to accurately conduct a radar survey, linear scans were made across the target area. Confined, obstructed or non level areas which restrict the scanning pattern can impede the data collected and reduce the accuracy of the desired results.

The assessment of this site is based on our professional evaluation of the data gathered and our experience with the properties with surface ground penetrating radar within this setting and scope. *The evaluation rendered in this report meets the standards of our profession and was conducted in accordance to the Standard Guide for Using the Surface Ground Penetrating Radar Method for Subsurface Investigation as set forth by the American Society for Testing and Materials.*

Note: A diligent effort has been made to obtain the highest quality data and make useful interpretations. Analysis of data was accomplished by visual inspection in the field and then recording for extensive post processing.

1.2 APPROACH

Multiple tools involving differing technologies were used in this investigation. For the **GPR** analysis, the entire subject survey area was divided logistically into manageable/workable sections. These isometric sections represent the arrangement of the survey scans. Within these sections, scans were made in an orthogonal pattern on two foot centers MOL. This provided two separate data sets for each section.

For **Magnetic Detection** the area was systematically scanned in such a pattern so to cover over 100% of the accessible portions of the site. This is possible due to the size and shape of the resulting fields produced from the sensors thus resulting in an "overlapping" of the each transect covered.

2.0 METHODOLOGY

2.1 EQUIPMENT

Ground Penetrating Radar (GPR)

The GPR method transmits electromagnetic waves, which are pulsed at discrete distance/time intervals.

2.0 METHODOLOGY -Cont.

2.1 EQUIPMENT

Ground Penetrating Radar (GPR)-Cont.

The transmitted pulse radiates through the earth whereby a portion of the energy is reflected from interfaces of contrasting electrical properties (e.g. pavement and soil interface, soil stratigraphic changes and buried metallic objects) while the remaining energy continues until reaching additional reflectors where the process is repeated. Reflected energy is received by the antennae and recorded for later processing and interpretation. Factors such as soil moisture, clay content, and variations in the dielectric constants of materials control the effectiveness of the GPR method. Wet conductive soils severely attenuate GPR signals and thus the effective depth of exploration. The presence of foreign product leached into the soil can eschew the data collected effecting the images. GPR energy cannot transmit through ferrous objects since metal acts as a pure reflector.

Ground Hound Detection Services, Inc. employed a RAMAC/GPR digital radar unit with a 500 MHz center frequency, bistatic antenna to survey the site. The instrument was configured to detect moderately shallow reflectors within the geologic strata. The chosen instrument configuration facilitates the analysis. The GPR system unit was configured for data collection as follows:

- Trigger Source: Distance/Survey Wheel
- Range: 0-26 ns
- Samples per Scan: 250-512
- Sampling Frequency: 5838 MHz
- Vertical High Pass Filter: 8-11 Samples
- Vertical Low Pass Filter: 5 Samples
- Scan Interval: .011 m
- Transmit Rate: 100KHz

Software utilized for the collection and analysis of these data included:
RAMAC Ground Vision GPR Software version 1.3.1.

2.2 EQUIPMENT- Cont.

Magnetic Detection

The magnetic detection method is a LF (30 to 300kHz) or VLF(below 30kHz) receiver for detecting electromagnetic fields which radiate off of metallic objects. Magnetic locators operate on a simple principal. An electronic transmitter and receiving antennae are mounted on a support structure. The two antennae are mounted a fixed distance apart aligned opposing so that the magnetic field measured by one sensor is negative of the magnetic field measured by the other. Each measures the average magnetic field component along their axis i.e. the magnetic field component along the longitudinal axis between the antennae. This is calibrated in the field to a position (setting) which is neutral to the earth's natural magnetic field. When a metallic object is introduced within this field, it is detected as a differing field. This differing magnetic field is the field of interest.

GHD employed this method of locating buried metallic objects as a compliment to GPR for the subject site.

GHD selected the following instruments for this particular task:

- Fisher TW-6. Operating Frequency 81.92 kHz + .005%
- Schonstedt GA-52Cx. HeliFlux magnetic field sensors—drive frequency 7.5kHz.

3.0 DATA PROCESSING AND ANALYSIS-GPR

GHD calculated the average radar propagation velocity for the subject sites. This procedure is necessary to provide reasonably accurate depth estimates for reflection events in the subsurface strata. The average radar velocity for the site was estimated. It should be noted that the dielectric constants and hence the corresponding radar propagation velocities did vary by an order of degree(s) of magnitude across the surveyed area. Additionally, radar propagation velocity decreases with depth in most geologic sections.

Data processing of the GPR data prior to interpretation included band pass filtering, background removal, horizontal smoothing, trace editing, and time gain adjustments. After processing, the data profiles were analyzed. These processing techniques were applied to the GPR data to provide the highest quality data and therefore facilitate the overall interpretation process.

4.0 RESULTS & CONCLUSIONS

GHD has completed a subsurface investigation of the subject site.

Scans were concentrated in the areas as directed by the client and additionally concentrated in areas deemed to be suspect upon visual inspection at the site.

These areas are noted on the supplied graphic, page 5. Marking paint was applied to the surface of the ground to indicate the locations of the discoveries. These marks are perishable and will degrade with time and weather conditions.

Based on the available data from Magnetic and GPR, GHD concludes the following:

Five targets were located at the site and are graphically illustrated on page 5.

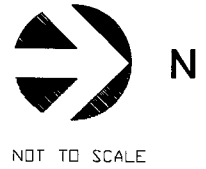
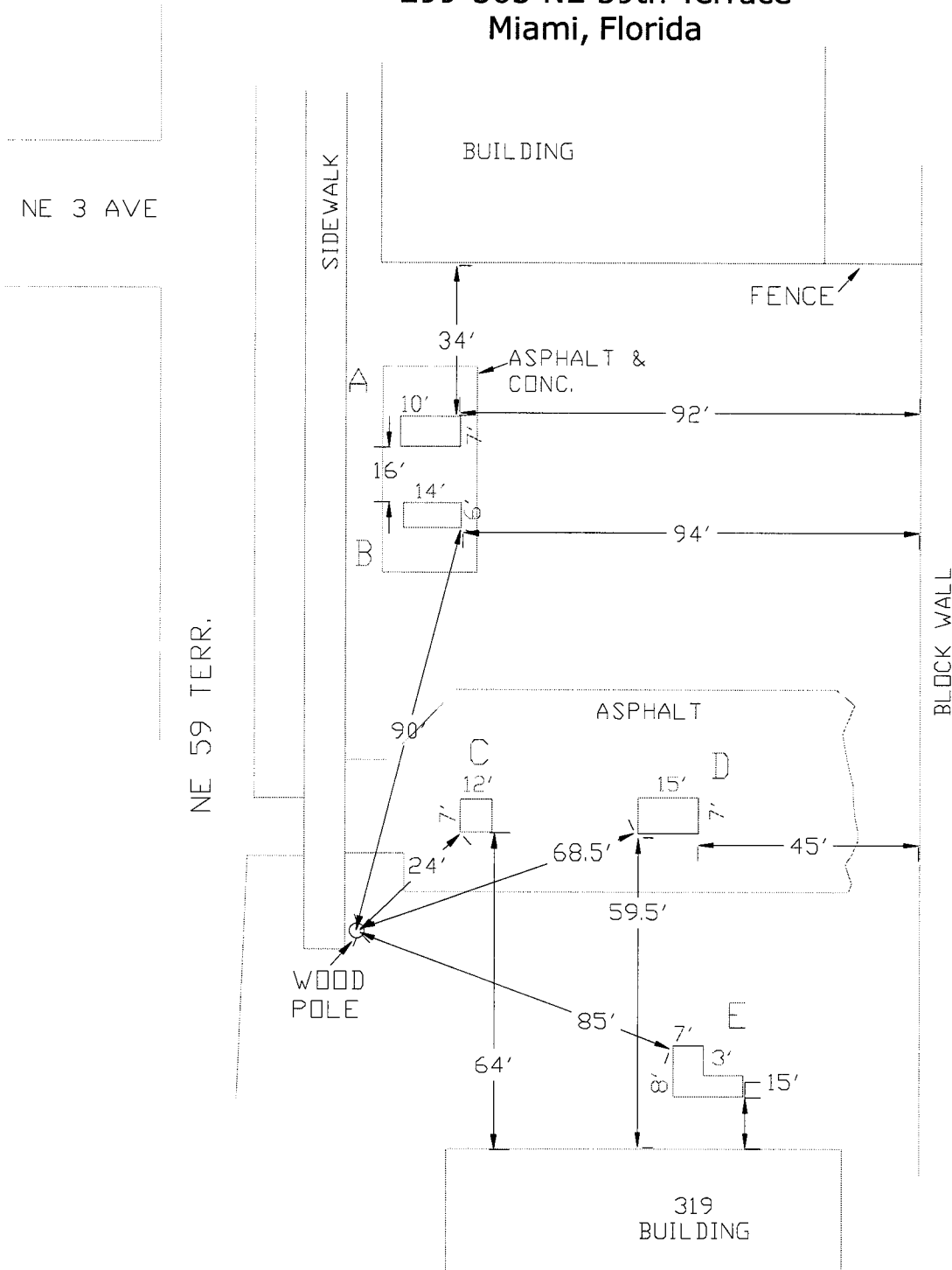
Targets A & B were symmetrically-shaped, approximately 15' x 7'. The size and shape of the data collected is consistent with UST. This discovery was made with both GPR Magnetic Detection. Additional investigation utilizing excavation, vacuum or otherwise, may reveal more details and information on suspect targets.

Targets C & D were symmetrical. The size and shape of which suggests the data collected is consistent with UST. This discovery was made with both GPR Magnetic Detection. Additional investigation utilizing excavation, vacuum or otherwise, may reveal more details and information on suspect targets.

Target E was an irregularly-shaped anomaly. This was discovered with Magnetic Detection. Data collected with GPR was not conclusive to reveal hard-detailed symmetrical configuration. This may be due to the geology of this specific portion of the site and therefore remains as inconclusive for determining the potential for a UST. Additional investigation utilizing excavation, vacuum or otherwise, may reveal more details and information on this suspect target.

As stated, this assessment is based on our professional evaluation of the data gathered and our experience with the properties with surface ground penetrating radar within this setting and scope.

299-303 NE 59th Terrace
Miami, Florida



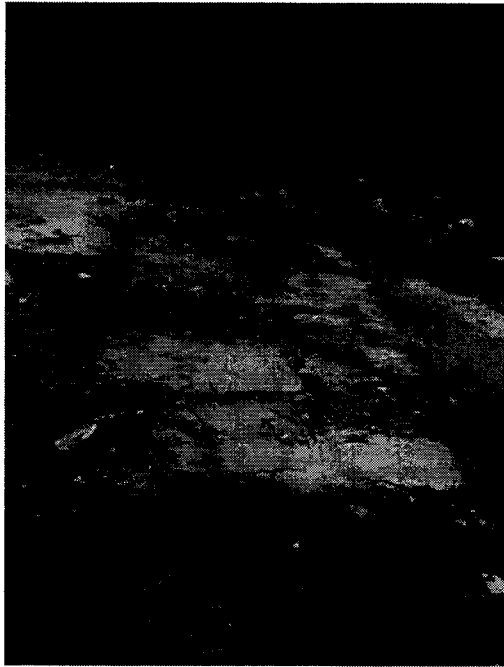
Sketches, maps and graphical images are for informational purposes and should **NOT** be used as a stand-alone reference for excavation.

Call Sunshine State One Call Center before excavating (800) 432-4770.

- DISCOVERY/TARGET
- OBSTRUCTED AREA

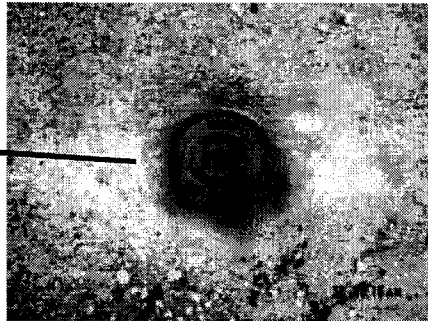


299-303 NE 59th Terrace
Miami, Florida



TARGET A
FACING NORTH

TARGET B
FACING NORTH



299-303 NE 59th Terrace
Miami, Florida



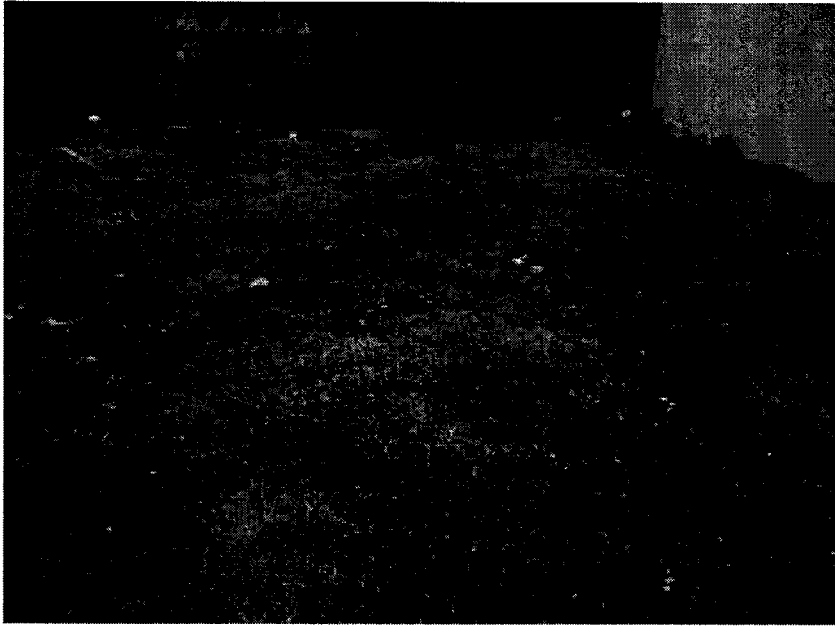
TARGET C
FACING NORTH



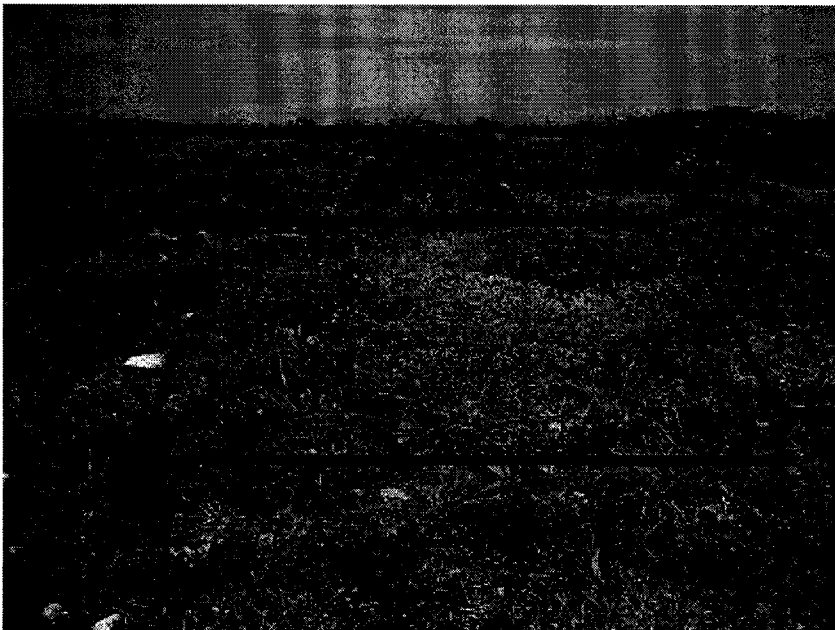
TARGET D
FACING NORTH



299-303 NE 59th Terrace
Miami, Florida



TARGET E
FACING NORTH



TARGET E
FACING EAST



PUBLIC HEARING ITEMS CONT'D

4:30 P.M.

21. DISCUSSION CONCERNING LITTLE HAITI PARK ACQUISITIONS.

22. **RESOLUTION** - (J-03-) - (AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONVEYANCE OF COUNTY-OWNED PROPERTIES)

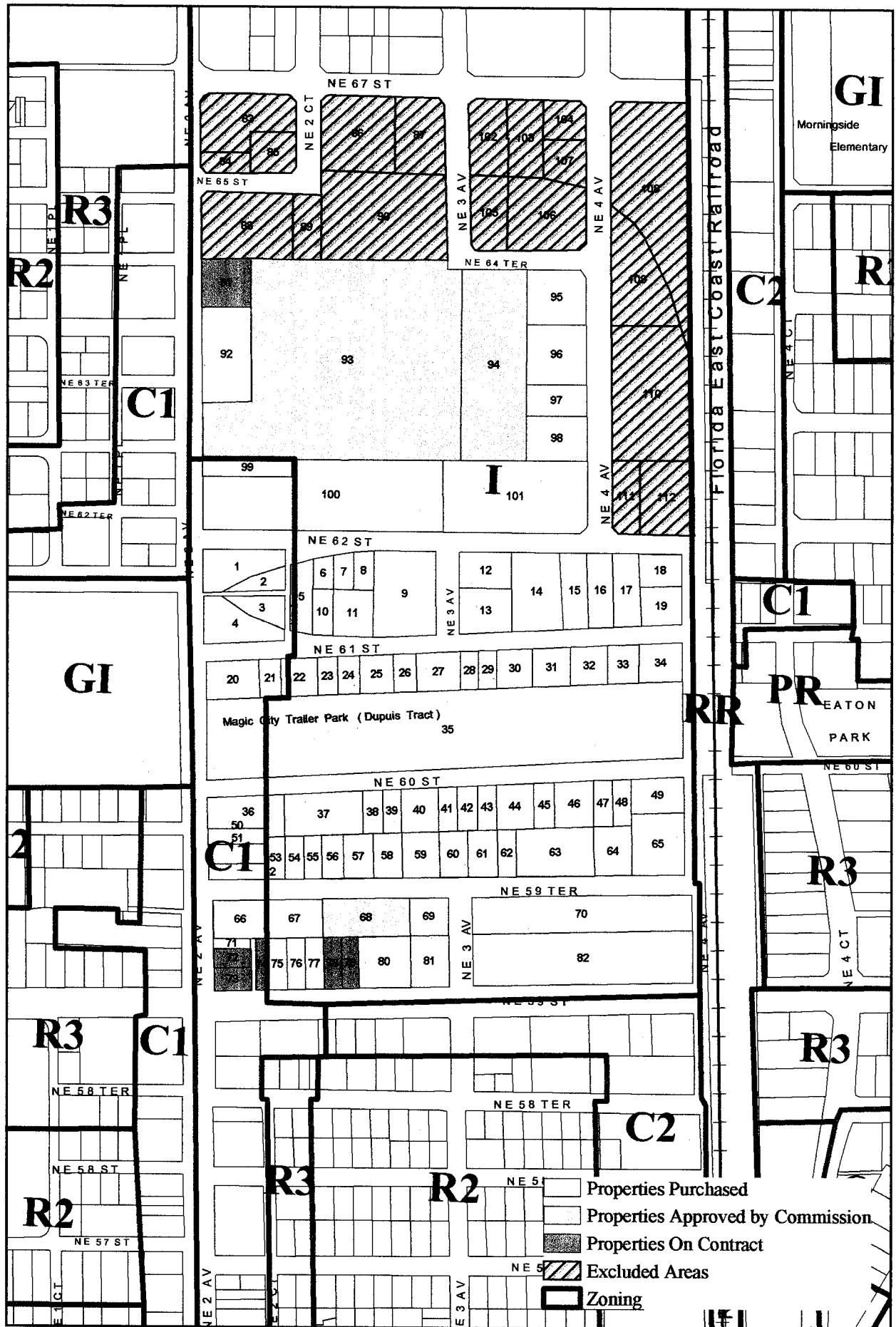
AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONVEYANCE OF COUNTY-OWNED PROPERTIES LOCATED AT 299, 303 N.E. 59TH TERRACE AND 6150 N.E. 4TH AVENUE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF, BY COUNTY DEED TO THE CITY OF MIAMI.

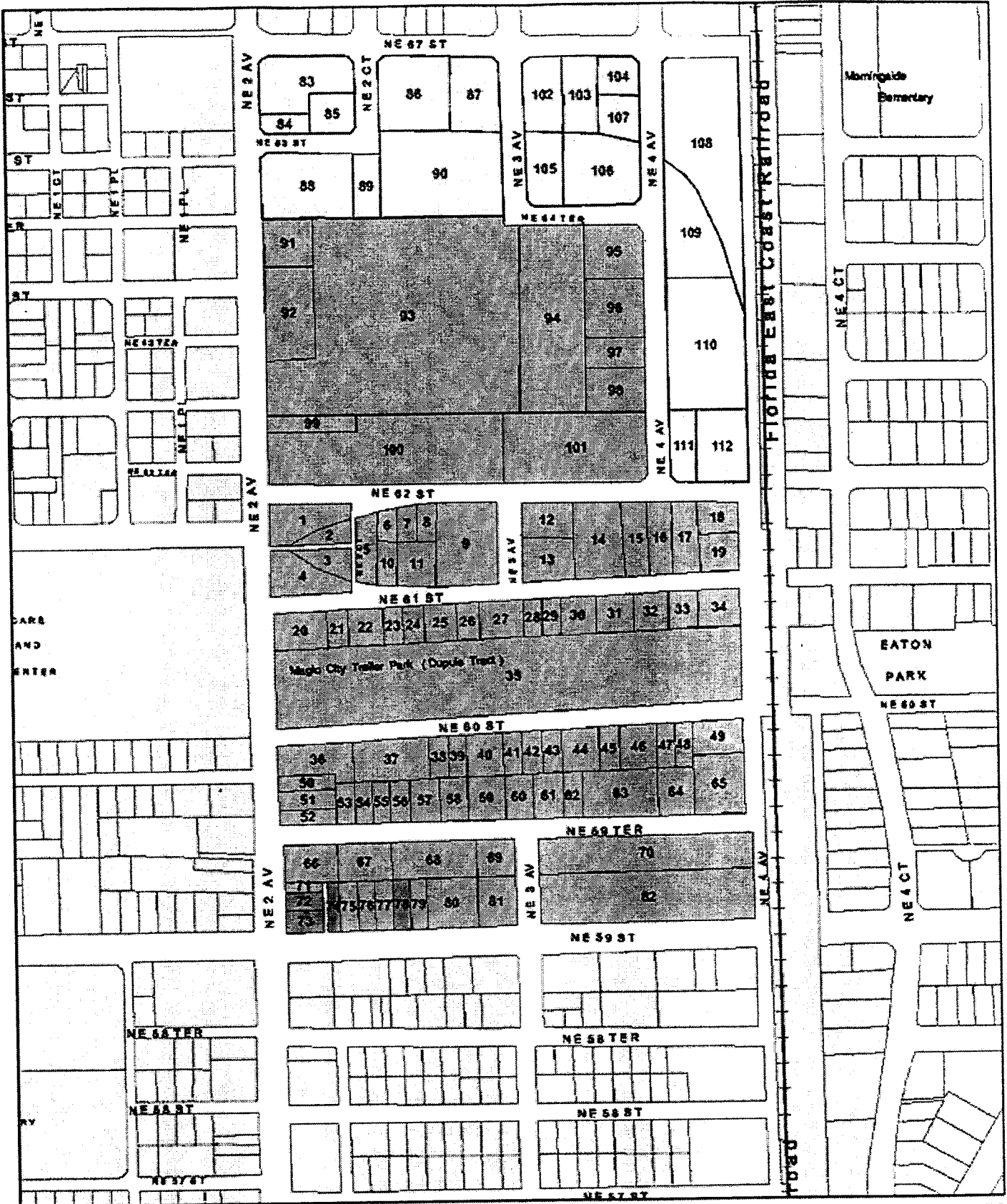
MOTION-03-468
MOVED: TEELE
SECONDED: SANCHEZ
UNANIMOUS

MOTION-03-469
MOVED: TEELE
SECONDED: GONZÁLEZ
UNANIMOUS

MOTION-03-476
MOVED: TEELE
SECONDED: SANCHEZ
ABSENT: REGALADO

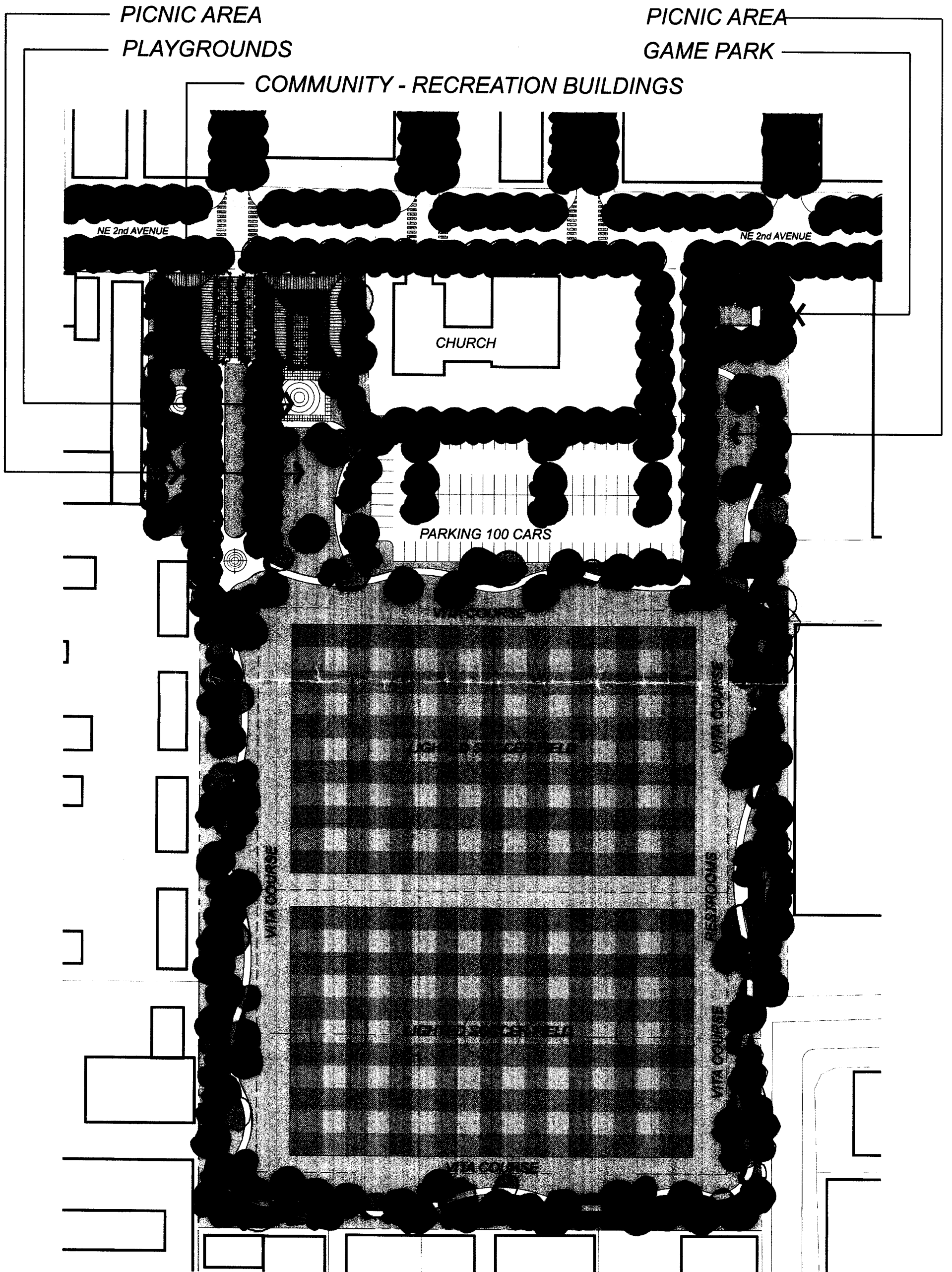
R-03-470
MOVED: TEELE
SECONDED: GONZÁLEZ
ABSENT: SANCHEZ





City of Miami

Little Haiti Park

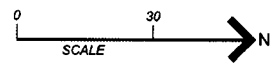


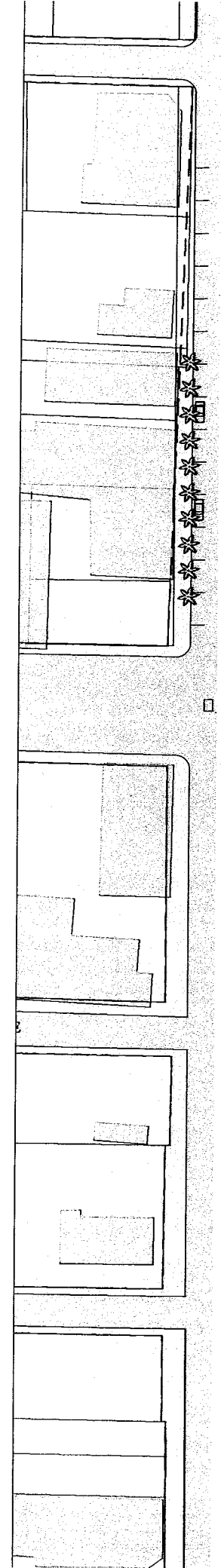
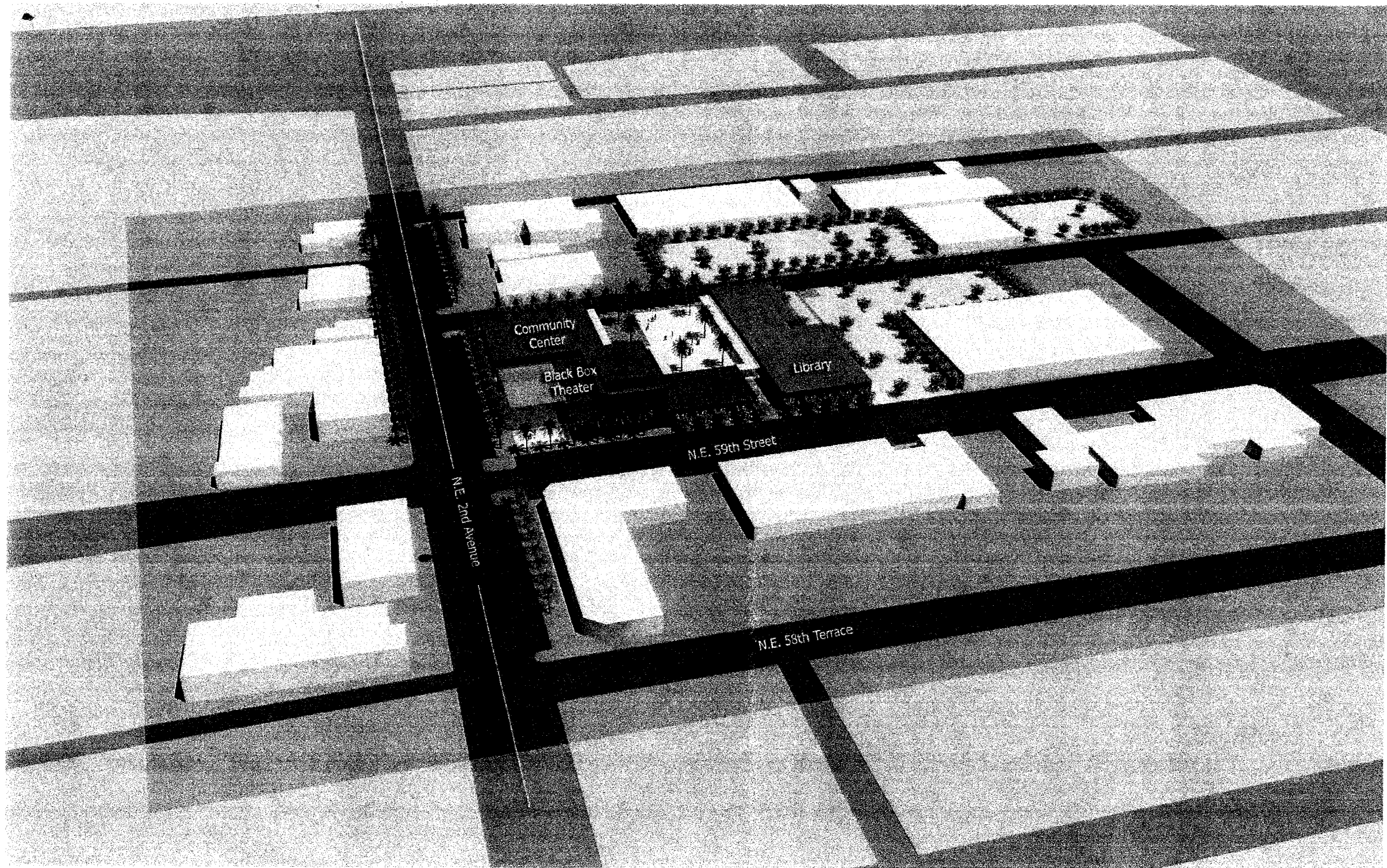
CITY OF MIAMI FLORIDA

CONCEPTUAL PLAN
LITTLE HAITI PARK PROJECT

OCTOBER 22 2003

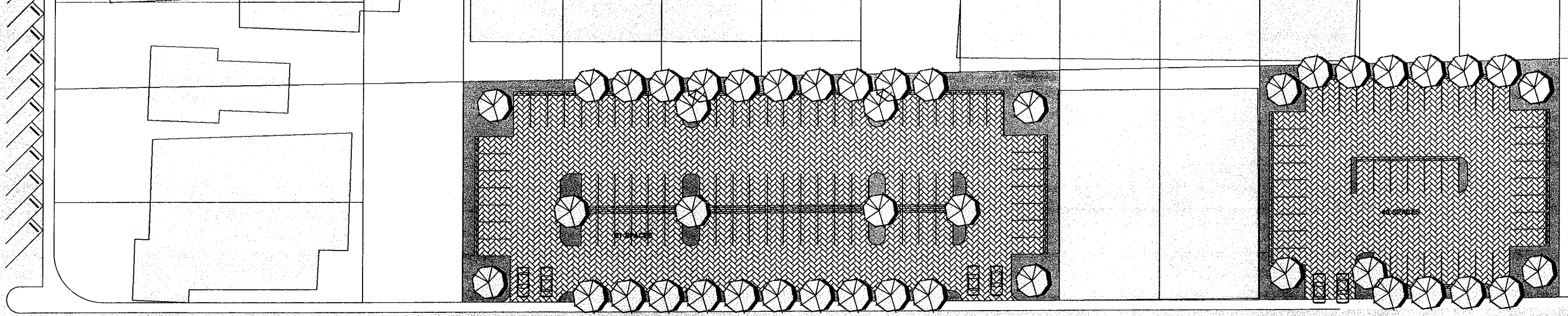
CURTIS + ROGERS DESIGN STUDIO



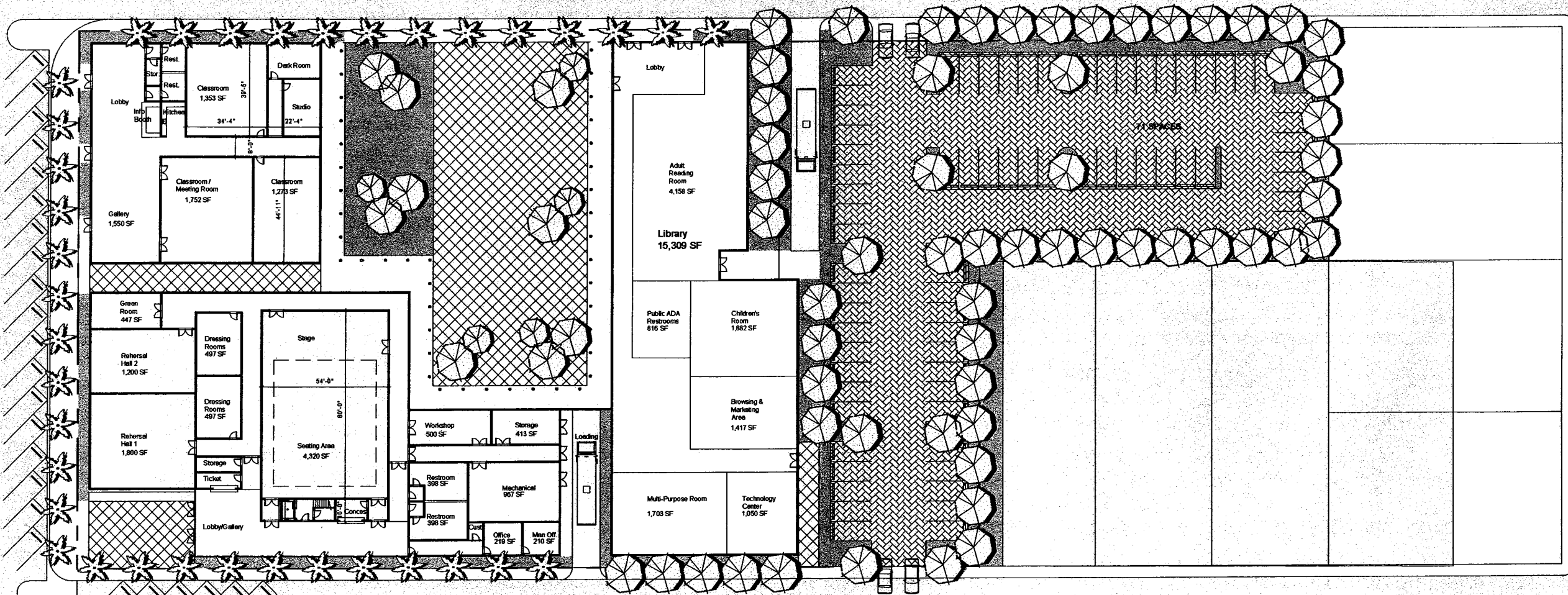


2/19/04





N.E. 59 TERR.



N.E. 59 ST.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 2/24/04 DISTRICT: 5
 NAME OF PROJECT: LITTLE HAITI PARK - LAND ACQUISITION - 207 NE 59 Street & 5911 NE 2nd Avenue - # 72 & 74
 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: _____ CIP/PROJECT NUMBER: 331412
 ADDITIONAL PROJECT NUMBER: _____
 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$442,700 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$19,097,740)
 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 includes cost of survey, appraisal, environmental report, title insurance, demolition, and fencing.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/18/04
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04
 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 is a money transfer store on parcel # 72, parcel # 74 is vacant. City is in discussion with owner of lot # 71. The cost per square foot for these parcels is consistent with what we have been approving, we've been approving 35% over appraised value.

APPROVAL: *Robert O. Ford* DATE: 2/24/04
 BOND OVERSIGHT BOARD

MOVED: M. REYES
SECONDED: W. HARVEY
ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD;
G. RESHEFSKY

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

Little Haiti Park - Land Acquisition-
245 N.E. 59th Street - #78

Total dollar amount: \$110,420
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Madeline Valdes; Dirk Duval-
Economic Development
Date approved by Audit Subcommittee: February 18, 2004

Said acquisition includes cost of survey, appraisal, environmental report, title insurance and demolition. A garage warehouse is presently on the site.

Little Haiti Park - Land Acquisition
207 N.E. 59th Street & 5911 N.E. 2nd Avenue - #72 & 74

Total dollar amount: \$442,700
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Madeline Valdes; Dirk Duval-
Economic Development
Date approved by Audit Subcommittee: February 18, 2004

Said acquisition includes cost of survey, appraisal, environmental report, title insurance, demolition and fencing. There is a money transfer store on Parcel 72. Parcel 74 is vacant. The City is in discussion with the owner of Lot 71. The cost per square foot for these parcels is consistent with what has recently been approved -- 35% over appraised value.

Little Haiti Park - Land Acquisition
5901-09 N.E. 2nd Avenue - #73

Total dollar amount: \$586,902
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Madeline Valdes; Dirk Duval -
Economic Development
Date approved by Audit Subcommittee: February 18, 2004

Said acquisition includes cost of survey, appraisal, environmental report, title insurance, demolition and fencing. Mixed use property on corner lot; illegal four-unit apartment structure on upper level. Condemnation price is \$600,000. It is 30% over appraised value, but appraisals have been rising.

HD/NIB MOTION 04-23

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE LITTLE HAITI PARK-LAND ACQUISITIONS, PARCELS 72, 73, 74 AND 78; FURTHER RECOMMENDING THAT ALLOCATIONS FROM HD/NIB-LITTLE HAITI PARK LAND ACQUISITION & DEVELOPMENT FUND BE MADE IN THE FOLLOWING AMOUNTS: \$442,700 (PARCELS 72 AND 74); \$586,902 (PARCEL 73) AND \$110,420 (PARCEL #78).

**MOVED: M. CRUZ
SECONDED: W. HARVEY
ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD;
G. RESHEFSKY**

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

- Little Haiti Park – Professional Architectural Services for Caribbean Marketplace, Black Box Theatre, Recreational and Cultural Development.

Total dollar amount: \$2,250,000
Source of funds: Homeland Defense/Little Haiti Park Land Acquisition & Development
Report by: Phil Allene (phonetic), Program Manager- Economic Development;
Mary Conway and
Alicia Cuervo-Schreiber
Date approved by Audit Subcommittee: February 18, 2004

This request includes an increase in scope of work and changed limit of cost of Zyscovich, Inc. professional services related to this project for both the recreational and cultural components. The typical design cost is ten percent of total project construction cost. For this request, money to be authorized exceeds ten percent of money available because land acquisition is ten to twenty million dollars. If additional money for a soccer complex will be pledged to the project, then that would justify the scope of this request. Standard rules of procurement were followed in selecting Zyscovich, Inc. for the Little Haiti Park component.

The Honorable Mayor
Members of the City Commission

Joe Arriola
Chief Administrator

Acquisition of Real Property Located at
207 Northeast 59th Street, and 5911
Northeast 2nd Avenue, LHP #72 & 74 in
Connection with Little Haiti Park Project

Resolution and Purchase and Sale
Agreement
March 11, 2004

RECOMMENDATION:

It is respectfully recommended that the City Commission adopt the attached resolution, by an affirmative vote of 4/5ths of the members of the City Commission, authorizing the City Manager to execute a Purchase and Sale Agreement for the acquisition of the property located at 207 Northeast 59th Street and 5911 Northeast 2nd Avenue (the "Properties"), Miami, Florida, as legally described in the Purchase and Sale Agreement between the City of Miami and CBI Holding Company, a Florida Corporation, attached hereto and made a part hereof, in connection with the development of Little Haiti Park, for a total purchase price of \$411,000, which equates to a combined value for the two (2) parcels of \$44.71 per square foot. The total lot size for the two (2) properties is 9,193 square feet. 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 \$442,700 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, demolition, and fencing.

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 207 Northeast 59th Street and 5911 Northeast 2nd Avenue are within the park boundaries and are necessary as part of the land assembly required for the Little Haiti Park Project.

An independent appraisal established Two Hundred and Seventy Six Thousand Dollars (\$276,000) as the combined fair market value for the Properties. The Department of Economic Development prepared a Purchase and Sale Agreement to purchase said Properties for Four Hundred and Eleven Thousand Dollars (\$411,000), with a deposit of One Thousand Dollars (\$1,000). The Purchase Price exceeds the appraised value of Two Hundred and Seventy Six Thousand Dollars (\$276,000) by One Hundred and Thirty Five Thousand Dollars (\$135,000).

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 \$442,700 will be provided through CIP NO. 331412 entitled "Little Haiti Park Land Acquisition and Development."

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, (the "Agreement") is made and entered into this ____ day of _____, _____, by and between CBI Capital Holdings, Inc., a Florida Corporation with offices at _____ (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 Properties upon the following terms and conditions:

1. DESCRIPTION OF PROPERTIES/PURPOSE OF ACQUISITION

(a) Legal Description:

Lots 2, 4, and 5 of a RESUBDIVISION of Lots 14, 15, and 16, in Block 12, of PIERCE'S SUBDIVISION OF LEMON CITY, according to the Plat thereof, as recorded in Plat Book 7, at Page 49, of the Public Records of Dade County, Florida.

And

The South 30.57 feet of Lot "A", of O.J. POWELL SUBDIVISION according to the Plat thereof, as recorded in Plat Book 41, at Page 26, of the Public Records of Dade County, Florida.

Containing a total of 9,193 square feet, more or less for both sites.

(b) Street Addresses:

207 NE 59th Street and 5911 NE 2nd Avenue, Miami, Florida

2. PURCHASE PRICE

The Purchaser agrees to pay and the Seller agrees to accept for the Properties the sum of Four Hundred Eleven Thousand Dollars (\$411,000.00) (the "Purchase Price"). The appraisal of the two Properties total Two Hundred Seventy Six Thousand Dollars (\$276,000.00). The Purchase Price exceeds the appraisal by One Hundred Thirty-Five Thousand Dollars (\$135,000.00). It is a condition precedent to the validity of this Agreement and its execution by

the City Manager that the City Commission of the City of Miami approve this Agreement by a 4/5th vote of its members, failing such approval this Agreement shall be automatically null and void without the necessity of further action by either party.

The Purchase Price, as it may be adjusted, will be payable as follows:

- (a) Deposit: Within sixty (60) days of the Effective Date as defined herein, the Purchaser shall pay to _____ (the "Escrow Agent") One Thousand Dollars (\$1,000.00) 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) If Purchaser requires federal funds to purchase the Properties, Seller shall demonstrate to the reasonable satisfaction of the Purchaser, compliance with all applicable federal, State and local laws, regulations or requirements which may include, but shall not be limited to: a) the Relocation of Displaced Persons Act as is provided in § 421.55, Florida Statutes (2002), incorporating by reference Pub. L. No. 100-17, the Surface Transportation and Uniform Relocation Assistance Act of 1987, as adopted by the U.S. Congress and b) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970("URA") (42 U.S.C. 4601, et. seq.) and Section 104 (d) of the Housing and Community Development Act of 1974 (42 U.S.C.

5304(d)) which apply to any HUD funded grants, loan, contribution, and certain HUD loan guarantee programs, as may be amended from time to time.

- (ii) The Properties shall be vacant of all tenants and the Properties 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 Properties 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 Properties. Seller shall further warrant that there are no parties having ownership of improvements on the Properties and no parties having any interest in the Properties. 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 thirty (30) 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 Properties or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Properties or adjacent property; or (iii) would constitute a trespass if it emanated or migrated from the Properties.

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 Properties, or the use of the Properties, 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 Properties. 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 Properties and to perform certain work or inspections in connection with such evaluation (the "Inspections") after giving the Seller reasonable notice prior to each test performed. The Purchaser, at its sole option, may extend the Investigation Period for an additional two (2) months if based upon the results of the testings, additional testing is warranted. For the purpose of conducting the Inspection, Seller hereby grants to Purchaser and its consultants and agents or assigns, full right of entry upon the Properties 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 Properties 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 Properties as a result of any actions taken by or on behalf of Purchaser in connection with the inspection of the Properties; (ii) immediately repair and restore the Properties 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 Properties, or anyone on the Properties 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 Properties, 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 Properties for purposes of commencement of the Inspections, Purchaser shall furnish to Seller the policy or policies of insurance or certificates of insurance, protecting the Purchaser, 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 Properties or in connection with the Inspections.

(d) Remedies/Right of Termination:

If Purchaser is dissatisfied with the condition of the Properties, for whatever reason, during the Investigation Period, then Purchaser may terminate this Agreement by giving written notice to Seller of its election to terminate not later than the last day of the Inspection Period, whereupon (i) all property data and all studies, analysis, reports and plans respecting the Properties 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 Properties 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) The Properties are presently free from contamination by Hazardous Materials, and the Properties 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 Properties.

(ii) There has been no generation, treatment or storage of any Hazardous Materials at the Properties nor any activity at the Properties which could have produced Hazardous Materials.

(iii) 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 Properties. Neither Seller nor any third persons have stored, placed, buried or released Hazardous Materials on the Properties, including the soil, surface water and ground water.

(iv) There has been no treatment, storage or release of any Hazardous Materials on land adjacent or near to the Properties which may constitute a risk of contamination of the Properties or surface or ground water flowing to the Properties.

(v) 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 Properties or the quality of the air, or surface or subsurface conditions at the Properties. Seller has received no notice that any such inspection, audit, inquiry or investigation is pending or proposed, nor has Seller or any previous owner of the Properties 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 Properties or that conditions on the Properties 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 Properties 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 Properties showing the Properties to be free of encroachments or conditions that, in Purchaser's sole discretion, would affect its proposed use of the Properties. Purchase 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 Properties 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 Nine months (9) months 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 Properties;
- (5) Evidence of compliance with the Conditions Precedent.
- (6) Such other documents as are necessary to fully authorize the sale of the Properties 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 Properties and the execution of all closing documents;
- (3) Such other documents as are necessary to authorize the purchase of the Properties and the execution of all closing documents.

(c) Other Contract Documents:

Seller acknowledges that the Properties are 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.

Additionally, if the Properties are acquired with federal funds, the Seller shall provide the Purchaser with a Receipt of Disclosures and Notices under the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended from time to time, and Seller shall comply with such other certification or reporting requirements as may be required under the Program Regulations or applicable federal and state laws or regulations.

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 Properties are 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 Properties 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 Properties hereunder, or required in order to clear title.

9. DEFAULT

- (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 Properties by fire or other casualty, or acts of God, until title to the Properties are 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:

On behalf of Seller:

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

Richard Buteau,
CBI Capital Holdings, Inc.

Telephone No.: () _____
Fax () _____

With a copy to:
Alejandro Vilarello, City Attorney
City of Miami
444 SW 2 Avenue, Suite 945
Miami, FL 33130

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:

Richard Buteau,
CBI Capital Holdings, Inc.

Telephone No.: (____)_____
Fax (____)_____

Copies To:

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

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 Properties has any personal financial interest, direct or indirect, in this Agreement, except for the interest of the Seller in the sale of the Properties. 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, undertaking, 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.

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"

CBI Capital Holdings, Inc., a Florida Corporation

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: Richard Buteau
Title: President and Director

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared _____ and _____, who first being duly sworn, depose and say that they executed the above instrument for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2004.

- () Personally known
- () Produced as Identification:

(NOTARY PUBLIC)
SEAL

Notary Public

(Printed, Typed or Stamped Name)
Commission No.: _____
My Commission Expires: _____

“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
Administrator

Dania F. Carrillo, Risk Management

STATE OF FLORIDA)
)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Joe Arriola, as City Manager for the City of Miami, a municipal corporation of the State of Florida. I personally know him.

(NOTARY PUBLIC)
SEAL

Notary Public

(Printed, Typed or Stamped Name of Notary Public)
Commission No.: _____
My Commission Expires: _____

..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 PROPERTIES LOCATED AT 207 NORTHEAST 59TH STREET AND 5911 NORTHEAST 2ND AVENUE (THE "PROPERTIES"), MIAMI, FLORIDA, AS LEGALLY DESCRIBED IN THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF MIAMI AND CBI CAPITAL HOLDINGS, A FLORIDA CORPORATION, ATTACHED HERETO AND MADE A PART HEREOF, IN CONNECTION WITH THE DEVELOPMENT OF LITTLE HAITI PARK, FOR A TOTAL PURCHASE PRICE OF \$411,000 AND TO CONSUMMATE SAID TRANSACTION IN ACCORDANCE WITH THE TERMS OF SAID PURCHASE AND SALE AGREEMENT; FURTHER ALLOCATING FUNDS IN THE AMOUNT OF \$442,700 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, DEMOLITION, AND FENCING.

..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 207 Northeast 59th Street and 5911 Northeast 2nd Avenue are within the park boundaries and are necessary as part of the land assembly required for the Little Haiti Park Project; and

WHEREAS, an independent appraisal established Two Hundred and Seventy Six Thousand Dollars (\$276,000) as the combined fair market value for the Properties; and

WHEREAS, the Department of Economic Development prepared a Purchase and Sale Agreement to purchase said Properties for Four Hundred and Eleven Thousand Dollars (\$411,000), with a deposit of One Thousand Dollars (\$1,000); and

WHEREAS, the Purchase Price exceeds the combined appraised value of Two and Hundred Seventy Six Thousand Dollars (\$276,000) by One Hundred and Thirty Five Thousand Dollars (\$135,000); 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 Properties located at 207 Northeast 59th Street and 5911 Northeast 2nd Avenue, Miami, Florida (the "Properties"), Miami, Florida, as legally described in the Purchase and Sale Agreement between the City of Miami and CBI Capital Holdings, a Florida Corporation, attached hereto and made a part hereof, in connection with the development of Little Haiti Park, with a total purchase price of \$411,000 and to consummate said transaction in accordance with the terms of said Purchase and Sale Agreement; with funds in the amount of \$442,700 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, demolition, and fencing.

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.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 2/24/04 DISTRICT: 5
 NAME OF PROJECT: LITTLE HAITI PARK - LAND ACQUISITION - 245 NE 59 Street - # 78
 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-04-0104 CIP/PROJECT NUMBER: 331412
 ADDITIONAL PROJECT NUMBER: _____ (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$110,420 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$18,400,418)
 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 includes 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: 2/18/04
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04
 Approved by Commission? YES NO N/A DATE APPROVED: 2/26/04
 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: A garage warehouse in on site.

APPROVAL: [Signature] DATE: 2/24/04
 BOND OVERSIGHT BOARD

MOVED: M. REYES
SECONDED: W. HARVEY
ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD;
G. RESHEFSKY

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

Little Haiti Park - Land Acquisition-
245 N.E. 59th Street - #78

Total dollar amount: \$110,420
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Madeline Valdes; Dirk Duval-
Economic Development
Date approved by Audit Subcommittee: February 18, 2004

Said acquisition includes cost of survey, appraisal, environmental report, title insurance and demolition. A garage warehouse is presently on the site.

Little Haiti Park - Land Acquisition
207 N.E. 59th Street & 5911 N.E. 2nd Avenue - #72 & 74

Total dollar amount: \$442,700
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Madeline Valdes; Dirk Duval-
Economic Development
Date approved by Audit Subcommittee: February 18, 2004

Said acquisition includes cost of survey, appraisal, environmental report, title insurance, demolition and fencing. There is a money transfer store on Parcel 72. Parcel 74 is vacant. The City is in discussion with the owner of Lot 71. The cost per square foot for these parcels is consistent with what has recently been approved -- 35% over appraised value.

Little Haiti Park - Land Acquisition
5901-09 N.E. 2nd Avenue - #73

Total dollar amount: \$586,902
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Madeline Valdes; Dirk Duval -
Economic Development
Date approved by Audit Subcommittee: February 18, 2004

Said acquisition includes cost of survey, appraisal, environmental report, title insurance, demolition and fencing. Mixed use property on corner lot; illegal four-unit apartment structure on upper level. Condemnation price is \$600,000. It is 30% over appraised value, but appraisals have been rising.

HD/NIB MOTION 04-23

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE LITTLE HAITI PARK-LAND ACQUISITIONS, PARCELS 72, 73, 74 AND 78; FURTHER RECOMMENDING THAT ALLOCATIONS FROM HD/NIB-LITTLE HAITI PARK LAND ACQUISITION & DEVELOPMENT FUND BE MADE IN THE FOLLOWING AMOUNTS: \$442,700 (PARCELS 72 AND 74); \$586,902 (PARCEL 73) AND \$110,420 (PARCEL #78).

MOVED: M. CRUZ
SECONDED: W. HARVEY
ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD;
G. RESHEFSKY

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

- Little Haiti Park – Professional Architectural Services for Caribbean Marketplace, Black Box Theatre, Recreational and Cultural Development.

Total dollar amount: \$2,250,000
Source of funds: Homeland Defense/Little Haiti Park Land Acquisition & Development
Report by: Phil Allene (phonetic), Program Manager-Economic Development;
Mary Conway and
Alicia Cuervo-Schreiber
Date approved by Audit Subcommittee: February 18, 2004

This request includes an increase in scope of work and changed limit of cost of Zyscovich, Inc. professional services related to this project for both the recreational and cultural components. The typical design cost is ten percent of total project construction cost. For this request, money to be authorized exceeds ten percent of money available because land acquisition is ten to twenty million dollars. If additional money for a soccer complex will be pledged to the project, then that would justify the scope of this request. Standard rules of procurement were followed in selecting Zyscovich, Inc. for the Little Haiti Park component.

The Honorable Mayor and
Members of the City Commission

Option to Purchase Real Property
Located at 245 NE 59th Street LHP
78 in Connection with Little Haiti
Park

Joe Arriola,
Chief Administrator

Resolution and Option Agreement

RECOMMENDATION:

It is respectfully recommended that the City Commission adopt the attached Resolution authorizing the City Manager to exercise the Option to purchase the property located at 245 Northeast 59th Street (the Property), Miami, Florida, as legally described in the Option Agreement between the City of Miami and Thomas N. Yates and Keith M. Yates (Seller) attached hereto and made a part hereof, in connection with the development of Little Haiti Park, with a purchase price of \$100,000 which equates to \$44.62/sf for gross building area; the gross building area is based on an estimated 2,241 square feet for subject property. This Resolution further authorizes the City Manager to execute the option to purchase real property agreement ("Option Agreement"), in substantially the attached form between City of Miami and Thomas N. Yates and Keith M Yates, and to consummate said transaction in accordance with the terms of said Option Agreement. This Resolution further allocates funds in the amount of \$110,420.00 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, demolition, and fencing.

BACKGROUND:

On September 25, 2001, Resolution No. 01-1029 was adopted directing the City Manager to take all steps necessary to initiate and implement the development of a superlative park in the Little Haiti area ("Park Project"). The boundaries for the Park Project as established by the City Commission are from Northeast 59th Street to Northeast 64th Terrace between Northeast 2nd and 4th Avenues, Miami, Florida.

On April 11, 2002, Resolution No. 02-395 was adopted directing the City Manager to expedite the land acquisition for the Park Project approved in the \$255 Million Homeland Defense/Neighborhood Improvement Bond Issue. The property located at 245 Northeast 59th Street, Miami, Florida ("Property") is within the park boundaries and is necessary as part of the land assembly required for Park Project.

An independent appraisal established the fair market value for the Property at Sixty Five Thousand (\$65,000) Dollars. The Department of Economic Development prepared, and the City Manager executed, an Option Agreement to purchase this property for One Hundred Thousand Dollars (\$100,000) Dollars, with an option payment of One Hundred (\$100.00) Dollars. The Purchase Price exceeds the average appraised value of Sixty Five Thousand (\$65,000) Dollars by Thirty-Five Thousand (\$35,000) Dollars. As a condition for the purchase price exceeding the appraised value prior to closing the Seller shall provide the property free and clear of all tenants, and perform the removal of all debris and/or miscellaneous materials related to the existing business in place (auto paint and body shop). Seller shall provide the City the property free and clear of all freestanding materials that may be of a hazardous nature (chemicals, oils, paints, etc). Seller agrees that if, at least five (5) business days prior to closing, all debris and/or miscellaneous materials are not removed from the Property the Purchase Price will be automatically adjusted by the cost of such removal, credit in favor of the City. Seller agrees that this credit will be automatically granted without the necessity of executing any addendum or amendment to the Agreement

The Honorable Mayor and
Members of the City Commission
Re: Acquisition of Real Property
Located at 245 NE 59th Street
LHP # 78 in Connection with
Little Haiti Park
Page 2

It is a condition precedent to the validity of the Option Agreement and its execution by the City Manager that the City Commission approve the Option Agreement by a greater majority of a four-fifths (4/5ths) affirmative vote of its members, failing such approval the Option 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 \$110,420.00 will be provided through CIP NO. 331412 entitled "Little Haiti Park Land Acquisition and Development."

JA:LMH:KAC:mv:dd.memooptionlhp78.doc

Prepared by:
Rafael Suarez-Rivas, Esq.
Assistant City Attorney
Office of City Attorney Alejandro Vilarello
City of Miami
444 S.W. 2nd Avenue, Ste. 945
Miami, Florida 33130

OPTION TO PURCHASE REAL PROPERTY

THIS AGREEMENT is made this _____ day of _____, 2003, between Thomas N. Yates and Keith M. Yates, whose principal address is 1031 Northwest 29th Avenue, Miami, Florida, 33125 ("Optionor"), and the City of Miami, (hereinafter "City" or "Optionee") a municipal corporation organized and existing under the laws of the State of Florida, whose principal address is 444 S.W. 2nd Avenue, Ste. 325, Miami, Florida, 33130.

GRANT OF OPTION. Optionor hereby grants to City or Optionee the exclusive option to purchase the real property located in Miami-Dade County, Florida, particularly described in Exhibit "A", together with all improvements, easements and appurtenances ("Property"), in accordance with the provisions of this Agreement. The Optionor covenants to convey the above-described property by Warranty Deed to the City, or to such persons that the Optionee may in writing assign or direct, for a price of One Hundred Thousand (\$100,000.00) Dollars (the "Purchase Price"), which, after reduction by the amount of the Option Payment, and adjustment by the appraisal, after review of the survey, and environmental audit as provided herein, is payable in full at closing. This Purchase Price presumes that the Property contains at least 5,000 square feet, to be confirmed by the Survey. In the event that the square footage is more than 5,000 square feet, the purchase price shall not be affected. In the event the square footage is less than 5,000 square feet then the purchase price shall be adjusted to reflect a reduction based on \$20.00 per square foot. The determination of the final Purchase Price can only be made after the completion and approval of the appraisal, survey, and environmental audit. The Purchase Price exceeds the appraised value of Sixty-Five Thousand Dollars (\$65,000) by Thirty-Five Thousand Dollars (\$35,000). It is a condition precedent to the validity of this Agreement and its execution by the City Manager that the City Commission of the City of Miami approve this Agreement by a greater majority of a 4/5th vote of its members, failing such approval this Agreement shall be automatically null and void without the necessity of further action by either party.

2. **ASSIGNMENT OF OPTION.** The City may assign this option to any assignee and Optionor hereby consents to such assignment and will honor the option, as if the City had exercised it. The City or its assignee may exercise this option at any time on or before the day written above as the Option Expiration Date by written notice to the Optionor. In the event that the City, its assignee or other holder of the option, shall decide to purchase the property at the price and terms above within that time, the amount paid for this option shall be credited to the purchase price.

3. **OPTION TERMS.** The option payment is \$100.00 ("Option Payment"). This payment will be made within 10 business days of the time the Optionor executes this grant of the Option.

This is specific and independent consideration payable to the Optionor to grant the City, as Optionee, an irrevocable option to purchase the Property in accordance with this Agreement. The duration of this irrevocable option shall commence on the date the Optionor signs this Agreement and shall continue through December 31, 2003 ("Option Expiration Date"). During this time, the Optionor shall not lease, sell, transfer, or offer the Property for sale to any other person or entity. The Option Payment will be forwarded to Optionor upon Optionor's execution of this Agreement. The Option may only be exercised by the City Commission, during the period beginning with the Optionee's approval by execution of this Agreement, which exercise must be conveyed in writing to the Optionor, and ending on December 31, 2003 ("Option Expiration Date"), unless extended by other provisions of this Agreement. The closing shall occur within one hundred twenty (120) days of the exercise of the option, unless such time is extended for good cause, pursuant to the terms of this agreement. If the time to exercise the option is extended pursuant to the provisions of this agreement, the Closing Date shall occur within ninety (90) days of the extended period.

The option money shall be fully refundable to City in the event any of the following occur: (a) an independent appraisal ordered by the City indicates a fair market value, which is less than 90% of the purchase price, and the Optionor chooses to terminate this agreement; (b) the City Commission fails to approve the purchase of the real property; (c) if a survey ordered by the City of the Property shows any encroachment on the Property or that improvements intended to be or presently located on the Property encroach on the land of others; (d) an environmental audit and/or site assessment ordered by the City results in a finding that environmental contamination of the Property has resulted and the cost of clearing hazardous materials exceeds 5% of the purchase price, and the Optionor chooses to terminate this agreement; (e) the Optionor cannot deliver fully insurable and marketable title; (f) the Optionor fails to perform the conditions precedent to closing set forth in §4 herein. If for any other reason other than (a)(b)(c)(d)(e) or (f) above, the City, any assignee or holder of the option do not conclude the purchase within the time agreed upon for closing, or if the City, any assignee or holder of the option do not exercise the option, then the amount paid for this option shall be retained by the Optionor in full and complete satisfaction for holding the Property subject to that option for such time. Upon due exercise of this option and payment of the balance of the purchase price the Optionor will deliver to the City, or its assigns, a warranty deed, a bill of sale, a no lien affidavit, and whatever other instruments in the opinion of the City are necessary to vest in Optionee fully good, clear insurable and marketable title, which constitutes legal and unencumbered title to the Property as of the date of delivery of the deed. All such instruments will be in a form acceptable to the City Manager and approved as to legal form by the City Attorney. This option may be recorded by the City in the Public Records of Dade County, Florida, and the holder of such option may purchase title insurance in an amount equivalent to the purchase price showing good, clear and marketable title in the Optionor.

4. CONDITIONS PRECEDENT TO CLOSING

A. This Agreement is also contingent upon Optionor's performance of and compliance with the express terms of the conditions precedent to closing specified herein and Optionee's funds for closing being available at closing. If such funds are not available and/or if the Optionor fails to comply with the conditions precedent specified herein then Optionee may in its sole discretion declare this Agreement void and it shall have no further force and effect as of that date. Optionor shall have no recourse whatsoever, at law or equity, (other than retention of the Option Payment set forth in §2 herein), against Optionee or the Property as a result of any matter arising out of this

agreement at any time. Optionee's funds necessary to close are the sole responsibility of Optionee. Other than retention of the Option funds of the City, Optionor shall have no recourse whatsoever, at law or equity, against the City or the Property as a result of any matter arising at any time, whether before or after fee simple title is conveyed to the City, relating to Optionee's funds. Should the City's funds not be available for any reason, Optionor may elect to terminate this Agreement by written notice to the parties without liability to any party.

B. In the event funds are not allocated and available for purchase of the property at closing Optionor's sole remedy will be to keep the Option Payment provided by §2 herein and the release of the Properties from the instant option. The parties shall have no further responsibilities as to this Agreement.

C. The parties acknowledge and agree that on or after the exercise of this option by the City, and at least thirty (30) days prior to closing the Optionor must fully comply with, and have performed the following conditions precedent to closing at his own cost and expense:

- (i) At closing Optionor will, by virtue of this section, and by execution of an affidavit, warrant and represent to Optionee that there are no parties in possession of the Property, other than the Optionor, and that there are no existing oral or written leases, licenses, other options to purchase, rights of first refusal or contracts for sale or possession covering all or any part of the Property (except as may be listed in the attached Exhibit B annexed hereto at the time of City Commission approval(IF APPLICABLE).
- (ii) Optionor represents and warrants to the City that it has previously furnished to the City copies of any and all written leases, contracts for sale, other options or rights of first refusal (as applicable), estoppels letters from each tenant specifying the nature and duration of each tenant's occupancy, rental rate, advance rents, or security deposits paid by tenant and estoppels letters from each optionee, contract vendors, and all others listed in Exhibit B. If there are none then Exhibit B shall state "NONE". In the event the Optionor is unable to obtain these estoppels letters, Optionor represents and warrants that the Optionor has furnished the same information, true and correct, to City of Miami in the form of an affidavit.
- (iii) From the date of execution hereof , Optionor represents and warrants to the City that the Optionor shall not enter into any lease (oral or written), option to purchase, contract for sale, or grant to any person(s) (natural or artificial) any interest in the Property or any part thereof or encumber or suffer the Property or any part thereof to be encumbered by any mortgage or other lien, without the prior written consent of the City which consent may be granted or withheld by the City in its sole discretion.
- (iv) Optionor agrees that it will take all necessary action, including the expenditure of all reasonable sums of money, to promptly terminate any and all leases, rights of occupancy, options to purchase, other contracts for sale or purchase, options and any interest(s) of any other person(s), so that at closing the Optionor will convey the property to the City free and clear of any such items and furnish to the City adequate, written evidence of such termination, and provide the City at closing with an affidavit in the form attached hereto as Exhibit B.

- (v) The Optionor agrees that if, at least five (5) business days prior to closing, all debris and/or miscellaneous materials are not removed from the Property the Purchase Price will be automatically adjusted by the cost of such removal, credit in favor of the City. The Optionor agrees that this credit will be automatically granted without the necessity of executing any addendum or amendment to this Agreement if the condition in this subsection is not fully complied with by the Optionor in the manner provided. The Optionor shall have no recourse from the granting of this credit.
- (vi) Optionor's obligations in this section are a condition precedent to the closing of this transaction.

4A. ENVIRONMENTAL SITE ASSESSMENT. The City shall, at its sole cost and expense and at least 30 days prior to the Closing Date, procure an environmental site assessment of the Property, which meets the standard of practice of the American Society of Testing Materials ("ASTM"). The City shall use the services of competent, professional consultants with expertise in the environmental site assessing process to determine the existence and extent, if any, of Hazardous Materials on the Property. The examination of hazardous materials contamination shall be performed to the standard of practice of the ASTM. For Phase I environmental site assessment, such standard of practice shall be the ASTM Practice E 1527. If the Findings and Conclusions section of the assessment reports evidence of recognized environmental conditions, then a Phase II Environmental Site Assessment shall be performed to address any suspicions raised in the Phase I environmental site assessment and to confirm the presence of contaminants on site. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.). The Phase I environmental site assessment shall be certified to the City and the date of certification shall be within 30 days before the date of closing. If a Phase II environmental site assessment is required, the City may extend the Closing Date for a reasonable period not exceeding an additional ninety (90) days, by providing written notice to the Optionor.

4.B. HAZARDOUS MATERIALS. In the event that the environmental site assessment provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, City, at its sole option, may elect to terminate this Agreement, the option money shall be fully refundable to the Optionee, and neither party shall have any further obligations under this Agreement. Should the City elect not to terminate this Agreement, Optionor shall, at his sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). However, should the estimated cost of clean up of Hazardous Materials exceed a sum which is equal to 5% of the Purchase Price, Optionor may elect to terminate this Agreement and no party shall have any further obligations under this Agreement. In the event that Hazardous Materials placed on the Property prior to closing are discovered after closing, Optionor shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the deed and the City's possession of the Property, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Optionor's sole cost and expense.

4.C. REMEDIES/RIGHT OF TERMINATION. If the City discovers, 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, City shall notify Optionor in writing and deliver to Optionor copies of all written reports concerning such Hazardous Materials (the "Environmental Notice"). The City and Optionor shall have seven (7) business days from the date the Optionor receives the Environmental Notice to negotiate a mutually agreeable remediation protocol. In the event the City and Optionor are unable to reach agreement with respect thereto within the seven (7) business day period provided herein, the parties shall have the right within two (2) calendar days of the expiration of the seven (7) business day period to cancel this Agreement by written notice to the other party whereupon (i) all property data and all studies, analysis, reports and plans respecting the Property delivered by City to Optionor or prepared by or on behalf of the City shall be delivered by City to the Optionor; and then (ii) except as otherwise hereafter provided in this Section, the parties shall thereupon be relieved of any and all further responsibility hereunder and neither party shall have any further obligation on behalf of the other; and (iii) City shall be refunded the Option Payment.

Further, in the event that either party elects to terminate this Agreement, Optionor shall indemnify and save harmless and defend the City, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing whether the Hazardous Materials are discovered prior to or after closing. Optionor shall defend, at his sole cost and expense, any legal action, claim or proceeding instituted by any person against the City as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Optionor shall save the City, its officers, servants, agents and employees harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

5. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.

6. SURVEY. The City shall, at its sole cost and expense and not less than 35 days prior to the Closing Date, obtain a boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida, which meets the standards and requirements of Optionee ("Survey"). The Survey shall be certified to City and the title insurer and the date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by City and by the title insurer, in writing, for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the Survey shows any encroachment on the Property or that improvements presently located or intended to be located on the Property encroach on the land of others, at the discretion of the City, the same shall be treated as a title defect.

7. TITLE INSURANCE. The City shall, at its sole cost and expense, and at least 35 days prior to the Closing Date, obtain a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company, approved by the Optionee, insuring marketable title of the City to the Property in the amount of the Purchase Price. The City shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens.

8. DEFECTS IN TITLE. If the title insurance commitment or survey furnished to the City pursuant to this Agreement discloses any defects in title, which are not acceptable to City, Optionor shall, within 30 days after notice from City, remove or cure said defects in title. Optionor agrees to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary suits. If Optionor is unsuccessful in removing the title defects within said time or if Optionor fails to make a diligent effort to correct the title defects, City shall have the option at its sole discretion to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by Optionee; or (b) accept the title as it then is with no reduction in the Purchase Price; or (c) extend the amount of time that Optionor has to cure the defects in title; or (d) terminate this Agreement, thereupon releasing City and Optionor from all further obligations under this Agreement.

9. INTEREST CONVEYED. At closing, Optionor shall execute and deliver to the City a statutory warranty deed in accordance with Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all mortgages, liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances, in the sole opinion of City, and do not impair the marketability of the title to the Property or the intended use of the Property. The grantee in Optionor's Warranty Deed shall be the City of Miami, a municipal corporation of the State of Florida, unless the City has assigned this option as provided herein.

10. EXPENSES. Optionor will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, and any other recordable instruments that City deems necessary to assure good and marketable title to the Property.

11. CLOSING COSTS AND ADJUSTMENTS. At Closing, the following items shall be borne, adjusted, prorated or assumed by or between Optionor and Optionee as follows:

A. Adjustments and Prorations.

- 1) Taxes and Assessments: All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Optionor at closing. In the event the City acquires fee title to the Property between January 1 and November 1, Optionor shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the

event the City acquires fee title to the Property on or after November 1, Optionor shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

- 2) Certified/Pending Liens: Certified, confirmed and ratified governmental liens and pending liens as of the Closing Date shall be paid by Optionor.
- 3) Other Taxes, Expenses, Interest, Etc: Taxes (other than real property taxes), assessments, water and sewer charges, waste fee and fire protection charges, if applicable, shall be prorated as of the Closing Date.
- 4) Usual and Customary: Such other items that are usually and customarily pro-rated between purchasers and sellers of property in the area where the Property are 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) Optionee shall pay all other 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) all inspection and environmental testing costs;
 - (iii) all recording charges, filing fees payable in connection with the transfer of the Property hereunder;
- 3) Optionor will pay the documentary stamps, which will be credited as a reduction from the Purchase Price at closing;

C. Other Contract Documents concealed.

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

Optionor 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(s) of interest under Chapter 112, Florida Statutes and Chapter 2, of the City of Miami Code and Section 2-11-1 of the Miami-Dade County Code; certification regarding Public Entity Crimes under Section 287.133, Florida Statutes, and in connection therewith, Optionor agrees to execute and deliver all documents required or requested by Optionee or any or other governmental authority, including, but not limited to:

1. Conflict of Interest and Non-Collusion Affidavit; and
2. Sworn Disclosure of Beneficial Interest if Seller is a partnership, limited partnership, corporation, limited liability company, or trust; and
3. Public Entity Crime Affidavit

Additionally, if property is acquired with federal funds Optionor shall provide Optionee with a receipt of Disclosure and Notices under the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended from time to time, and Optionor shall comply with such other certification or reporting requirements as may be required under the Program Regulation or applicable federal and state laws or regulations.

12. CLOSING PLACE AND DATE. The closing (the "Closing Date") shall be on or before 120 days after the date the City exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, survey, environmental site assessment, or any other documents required to be provided or completed and executed by Optionor, the closing shall occur either on the original closing date, or within 90 days following the extension of the Option Expiration Date due to a Phase II Environmental Site Assessment, or within 60 days after receipt of documentation curing the defects, whichever is later. City shall set the date, time and place of closing. The closing shall occur at a time and place to be set by the City at Suite 945, Miami Riverside Center, 444 SW 2nd Ave., Miami, Florida 33130, or at such other office address in Miami-Dade County, Florida as the City may designate in writing.

13. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Optionor assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to the City in the same or essentially the same condition as of the date of Optionor's execution of this Agreement, ordinary wear and tear excepted. However, in the event the condition of the Property is altered by an act of God or other natural force beyond the control of Optionor, City may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations or responsibilities under this Agreement. Optionor represents and warrants that there are no parties other than Optionor in occupancy or possession of any part of the Property. Optionor agrees to clean up and remove, at its own cost, all abandoned personal property, refuse, garbage, junk, rubbish, vermin, trash and debris from the Property to the satisfaction of the City five (5) days prior to closing.

14. RIGHT TO ENTER PROPERTY AND POSSESSION. Optionor agrees that from the date this Agreement is executed by Optionor, Optionee, the City and/or its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Optionor shall deliver possession of the Property to the City at closing.

15. ACCESS. Optionor warrants that there is legal ingress and egress for the Property over public roads or valid, recorded easements that benefit the Property and provide for such access.

16. DEFAULT. If Optionor defaults under this Agreement, City may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by

law or in equity resulting from Optionor's default. In connection with any dispute arising out of this Agreement, including without limitation litigation and appeals, each party will bear its own attorney's fees.

17. BROKERS. Optionor warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement in substantially the attached form as set forth in Exhibit "B". Optionor shall indemnify and hold City harmless from any and all such claims, whether disclosed or undisclosed.

18. RECORDING. This Agreement, or notice of it, may be recorded by City in the appropriate county or counties.

19. ASSIGNMENT. This Agreement may be assigned by City, in which event City will provide written notice of assignment to Optionor. In case of such assignment, the City's assignee assumes all of the City's duties hereunder and may fully exercise every right and privilege of the City pursuant to this agreement. The City will in such instance be discharged from any responsibilities hereunder. Optionor may not assign this Agreement without the prior written consent of City, which may be unreasonably withheld as the City is relying on Optionor's fee simple title to this Property.

20. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

21. SEVERABILITY. In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of this Agreement shall not be affected.

22. SUCCESSORS IN INTEREST. Upon Optionor's execution of this Agreement, Optionor's heirs, legal representatives, successors and assigns will be bound by it. Upon the City's exercise of the option, by and through its City Commission, the City and its successors and assigns will be bound by it. Whenever used, the singular shall include the plural and one gender shall include all genders.

23. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

24. WAIVER. Failure of City to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

25. WAIVER OF TRIAL BY JURY. The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury or to file permissive counterclaims or to claim attorney's fees from the other party 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 Optionor and City entering into this Agreement.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

27. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement and shall be annexed to the Agreement. The Resolution of the City Commission of the Optionee shall, in addition to approving the purchase contemplated under this Agreement, empower the City Manager of the Optionee to modify this Agreement in the event a modification to this Agreement becomes necessary or desirable.

28. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally or mailed to the appropriate address indicated below, or such other address as is designated in writing by a party to this Agreement. 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:

City/Optionee:
Joe Arriola, City Manager
City of Miami
3500 Pan American Drive
Miami, Florida 33133

Optionor:
Mr. Thomas N. Yates and Keith M. Yates
1031 NW 29th Avenue
Miami, FL 33125

Copies To:
Keith Carswell, Director
City of Miami
Department of Economic Development
444 SW 2nd Avenue, 3rd Floor
Miami, Florida 33130

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

29. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Optionor set forth in this Agreement shall survive the closing, the delivery and recording of the deed and the City's possession of the Property.

30. GOVERNING LAW/VENUE. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, regardless of any conflicts of laws or other rules that would require the application of the laws of another jurisdiction. Venue for any action on or arising out of this Agreement shall be in Miami-Dade County Florida. The parties expressly waive

the right to bring an action in any other venue that would be available absent this provision and acknowledge that such waiver is a condition of, and material inducement for, the City of Miami entering into this Agreement.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE OPTIONOR AS AN INVITATION TO MAKE AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE OPTIONOR ON OR BEFORE OCTOBER 31, 2003 THIS OFFER WILL BE VOID UNLESS THE CITY, AT ITS SOLE OPTION, ELECTS TO ACCEPT THIS OFFER. THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) APPROVAL OF THIS AGREEMENT, (2) PURCHASE PRICE, (3) THE CITY AND OPTIONEE APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY OPTIONOR, AND (4) APPROVAL OF THE CITY COMMISSION OF THE CITY OF MIAMI FLORIDA BY A 4/5TH VOTE IS REQUIRED AS A CONDITION PRECEDENT TO THE EXERCISE OF THIS OPTION.

THIS IS TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

DATED this _____ day of _____, 2003.

WITNESSES:

Optionor:

Print Name _____

WITNESSES:

Optionor:

Print Name _____

(As to Optionor)

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared _____ and _____, who first being duly sworn, depose and say that they executed the above instrument for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2003.

- () Personally known
- () Produced as Identification:

(NOTARY PUBLIC)
SEAL

Notary Public

(Printed, Typed or Stamped Name)
Commission No.: _____
My Commission Expires: _____

Exhibit "A"

**Address: 245 Northeast 59th Street
Miami, FL**

Folio: 01-3218-015-0340

Legal Description: Lot 20, in Block 12, of PIERCE'S ADDITION TO LEMON CITY, according to the Plat thereof, as recorded Plat Book 2, at Page 21, of the Public Records of Dade County, Florida, which is the same real property as Lot 20, Block 12 of the corrected plat of PIERCE'S DIVISION OF LEMON CITY, recorded in Plat Book B, Page 43 of the Public Records of Dade County, Florida.

..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 EXERCISE THE OPTION TO PURCHASE THE PROPERTY LOCATED AT 245 NORTHEAST 59TH STREET (THE "PROPERTY"), MIAMI, FLORIDA, AS LEGALLY DESCRIBED IN THE OPTION AGREEMENT BETWEEN THE CITY OF MIAMI AND THOMAS N. YATES AND KEITH M YATES (SELLER), ATTACHED HERETO AND MADE A PART HEREOF, IN CONNECTION WITH THE DEVELOPMENT OF LITTLE HAITI PARK, WITH A PURCHASE PRICE OF \$100,000; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE OPTION TO PURCHASE REAL PROPERTY AGREEMENT ("OPTION AGREEMENT"), IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN CITY OF MIAMI AND THOMAS N. YATES AND KEITH M YATES, AND TO CONSUMMATE SAID TRANSACTION IN ACCORDANCE WITH THE TERMS OF SAID OPTION AGREEMENT; FURTHER ALLOCATING FUNDS IN THE AMOUNT OF \$110,420 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.

..Body

WHEREAS, Resolution No. 01-1029, adopted September 25, 2001, directed the City Manager to take all steps necessary to initiate and implement the development of a superlative park in the Little Haiti area ("Park Project"); and

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

WHEREAS, Resolution No. 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 245 Northeast 59 Street, Miami, Florida (“Property”) is within the park boundaries and is necessary as part of the land assembly required for Park Project; and

WHEREAS, an independent appraisal established \$65,000 as the fair market value for the Property; and

WHEREAS, the Department of Economic Development prepared, and the City Manager executed, an Option to Purchase Real Property Agreement (“Option Agreement”) to purchase said property for \$100,000, with an option payment of \$100.00; and

WHEREAS, the Purchase Price exceeds the appraised value of \$65,000 by \$35,000; and

WHEREAS, as a condition for the purchase price exceeding the appraised value Seller shall provide the property free and clear of all tenants, perform the removal of all debris and/or miscellaneous materials related the existing business in place (auto paint and body shop); and

WHEREAS, Seller shall provide the City the property free and clear of all freestanding materials that may be of a hazardous nature (chemicals, oils, paints, etc.); and

WHEREAS, Seller agrees that if at least (5) five business days prior to closing all debris and/or miscellaneous materials are not removed from the Property the Purchase Price will be automatically adjusted by the cost of such removal, credit in favor of the City; and

WHEREAS, Seller agrees that this credit will be automatically granted without the necessity of executing any addendum or amendment to the Agreement; and

WHEREAS, it is a condition precedent to the validity of the Option Agreement and its execution by the City Manager that the City Commission approve the Option Agreement by a greater majority of a four-fifths (4/5ths) affirmative vote; and

WHEREAS, failing such approval the Option 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 adopted by reference and incorporated as if fully set forth in this Section.

Section 2. By a four-fifths (4/5ths) affirmative vote, the City Manager is authorized^{1/} to exercise the Option to purchase real property located at 245 Northeast 59th Street, Miami, Florida, at a purchase price of \$100,000, which exceeds the independent appraisals established at fair market value.

Section 3. The City Manager is further authorized^{1/} to execute the Option Agreement, in substantially the attached form, between the City of Miami and Thomas N. Yates and Keith M. Yates, to purchase said property, as legally described in "Exhibit A," attached hereto and made a part hereof, in connection with the development of Little Haiti Park, at a total purchase price of \$100,000 and to consummate said transaction in accordance with the terms of said Option Agreement, with funds in the amount of \$110,420 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 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.²

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.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 2/24/04 DISTRICT: 5
 NAME OF PROJECT: LITTLE HAITI PARK - LAND ACQUISITION - 5901-09 NE 2nd Avenue - # 73
 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: _____ CIP/PROJECT NUMBER: 331412
 ADDITIONAL PROJECT NUMBER: _____
 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$586,902 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$18,510,838)
 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 includes cost of survey, appraisal, environmental report, title insurance, demolition, and fencing.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/18/04
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04
 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: Mixed use property on corner lot, illegal four (4) unit apartment structure on upper level. Condemnation price is \$600,000. It is 30% over appraised value, but appraisals have been rising. Price is high but where is this in scale of total land acquisition cost?

APPROVAL: *Robert Duval* DATE: 2/24/04
 BOND OVERSIGHT BOARD

MOVED: M. REYES
SECONDED: W. HARVEY
ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD;
G. RESHEFSKY

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

Little Haiti Park - Land Acquisition-
245 N.E. 59th Street - #78

Total dollar amount: \$110,420
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Madeline Valdes; Dirk Duval-
Economic Development
Date approved by Audit Subcommittee: February 18, 2004

Said acquisition includes cost of survey, appraisal, environmental report, title insurance and demolition. A garage warehouse is presently on the site.

Little Haiti Park - Land Acquisition
207 N.E. 59th Street & 5911 N.E. 2nd Avenue - #72 & 74

Total dollar amount: \$442,700
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Developme
Report by: Madeline Valdes; Dirk Duval
Economic Development
Date approved by Audit Subcommittee: February 18,

Include in Update

Said acquisition includes cost of survey, environmental report, title insurance, demolition. There is a money transfer store on Parcel 72. vacant. The City is in discussion with the owner of the store. The cost per square foot for these parcels is consistent with what has recently been approved -- 35% over appraised value.

Little Haiti Park - Land Acquisition
5901-09 N.E. 2nd Avenue - #73

Total dollar amount: \$586,902
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Madeline Valdes; Dirk Duval -
Economic Development
Date approved by Audit Subcommittee: February 18, 2004

Said acquisition includes cost of survey, appraisal, environmental report, title insurance, demolition and fencing. Mixed use property on corner lot; illegal four-unit apartment structure on upper level. Condemnation price is \$600,000. It is 30% over appraised value, but appraisals have been rising.

HD/NIB MOTION 04-23

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE LITTLE HAITI PARK-LAND ACQUISITIONS, PARCELS 72, 73, 74 AND 78; FURTHER RECOMMENDING THAT ALLOCATIONS FROM HD/NIB-LITTLE HAITI PARK LAND ACQUISITION & DEVELOPMENT FUND BE MADE IN THE FOLLOWING AMOUNTS: \$442,700 (PARCELS 72 AND 74); \$586,902 (PARCEL 73) AND \$110,420 (PARCEL #78).

MOVED: M. CRUZ
SECONDED: W. HARVEY
ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD;
G. RESHEFSKY

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

- Little Haiti Park – Professional Architectural Services for Caribbean Marketplace, Black Box Theatre, Recreational and Cultural Development.

Total dollar amount: \$2,250,000
Source of funds: Homeland Defense/Little Haiti Park Land Acquisition & Development
Report by: Phil Allene (phonetic), Program Manager- Economic Development;
Mary Conway and
Alicia Cuervo-Schreiber
Date approved by Audit Subcommittee: February 18, 2004

This request includes an increase in scope of work and changed limit of cost of Zyscovich, Inc. professional services related to this project for both the recreational and cultural components. The typical design cost is ten percent of total project construction cost. For this request, money to be authorized exceeds ten percent of money available because land acquisition is ten to twenty million dollars. If additional money for a soccer complex will be pledged to the project, then that would justify the scope of this request. Standard rules of procurement were followed in selecting Zyscovich, Inc. for the Little Haiti Park component.

The Honorable Mayor
Members of the City Commission

Joe Arriola
Chief Administrator

Acquisition of Real Property Located at
5901-09 Northeast 2nd Avenue, LHP #73 in
Connection with Little Haiti Park Project

Resolution and Purchase and Sale
Agreement
March 11, 2004

RECOMMENDATION:

It is respectfully recommended that the City Commission adopt the attached resolution, by an affirmative vote of 4/5ths of the members of the City Commission, authorizing the City Manager to execute a Purchase and Sale Agreement for the acquisition of the property located at 5901-09 Northeast 2nd Avenue (the "Property"), Miami, Florida, as legally described in the Purchase and Sale Agreement between the City of Miami and Olga Felix and Ann Marie Lourde-Lacroix, attached hereto and made a part hereof, in connection with the development of Little Haiti Park, for a total purchase price of \$550,000, which equates to \$72.66/sf for the gross building area; the gross building area is based on an estimated 7,569 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 \$586,902 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, demolition, and fencing.

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 5901-09 Northeast 2nd Avenue is within the park boundaries and is necessary as part of the land assembly required for the Little Haiti Park Project.

The average of two (2) independent appraisals established Three Hundred and Eighty Seven Thousand Five Hundred Dollars (\$387,500) 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 and Fifty Thousand Dollars (\$550,000), with a deposit of One Thousand Dollars (\$1,000). The Purchase Price exceeds the appraised value of Three Hundred and Eighty Seven Thousand Five Hundred Dollars (\$387,500) by One Hundred and Sixty-Two Thousand Five Hundred Dollars (\$162,500).

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 \$586,902 will be provided through CIP NO. 331412 entitled "Little Haiti Park Land Acquisition and Development."

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, (the "Agreement") is made and entered into this ____ day of _____, _____, by and between Olga Felix and Ann Marie Lourde-Lacroix whose principle address is 5901 Northeast 2nd Avenue, Miami, Fl. (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 3 of resubdivision of Lots 14, 15 and 16, Block 12, of PIERCE'S SUBDIVISION OF LEMON CITY, according to the Plat thereof as recorded in Plat Book 7, Page(s) 49, of the Public Records of Miami-Dade County, Florida.

Also known as:

Lot 3, Block 12, PIERCE'S SUBDIVISION OF LEMON CITY, according to the map or plat thereof as recorded in Plat Book 7, Page(s) 49, of the Public Records of Miami-Dade County, Florida.

Containing 5,600 square feet, more or less.

(b) Street Address:

5901-09 Northeast 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 Fifty Thousand Dollars (\$550,000.00) (the "Purchase Price"). The average appraised value of the Property is Three Hundred Eighty-Seven Thousand Five Hundred Dollars (\$387,500). The Purchase Price exceeds the average appraised value by One Hundred Sixty-Two Thousand Five Hundred Dollars (\$162,500.00). It is a condition precedent to the validity of this Agreement and its execution by the City Manager that the City Commission of the City of Miami approve this

Agreement by a 4/5th vote of its members, failing such approval this Agreement shall be automatically null and void without the necessity of further action by either party.

The Purchase Price, as it may be adjusted, will be payable as follows:

- (a) Deposit: Within sixty (60) days of the Effective Date as defined herein, the Purchaser shall pay to _____ (the "Escrow Agent") One Thousand Dollars (\$1,000.00) 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) If Purchaser requires federal funds to purchase the Property, Seller shall demonstrate to the reasonable satisfaction of the Purchaser, compliance with all applicable federal, State and local laws, regulations or requirements which may include, but shall not be limited to: a) the Relocation of Displaced Persons Act as is provided in § 421.55, Florida Statutes (2002), incorporating by reference Pub. L. No. 100-17, the Surface Transportation and Uniform Relocation Assistance Act of 1987, as adopted by the U.S. Congress and b) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970("URA") (42 U.S.C. 4601, et. seq.) and Section 104 (d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) which apply to any HUD funded grants, loan,

contribution, and certain HUD loan guarantee programs, as may be amended from time to time.

- (ii) The Property shall be vacant of all tenants and the Property shall be free of all 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 thirty (30) 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 "Inspections") after giving the Seller reasonable notice prior to each test performed. The Purchaser, at its sole option, may extend the Investigation Period for an additional two (2) months if based upon the results of the testings, additional testing is warranted. For the purpose of conducting the 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 Inspections, Purchaser shall furnish to Seller the policy or policies of insurance or certificates of insurance, protecting the Purchaser, 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 Inspections.

(d) Remedies/Right of Termination:

If Purchaser is dissatisfied with the condition of the Property, for whatever reason, during the Investigation Period, then Purchaser may terminate this Agreement by giving written notice to Seller of its election to terminate not later than the last day of the Inspection Period, 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) 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) 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) 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 any third persons have stored, placed, buried or released Hazardous Materials on the Property, including the soil, surface water and ground water.

(iv) 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) 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 has Seller or 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 is 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 three (3) months 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.

Additionally, if the Property is acquired with federal funds, the Seller shall provide the Purchaser with a Receipt of Disclosures and Notices under the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended from time to time, and Seller shall comply with such other certification or reporting requirements as may be required under the Program Regulations or applicable federal and state laws or regulations.

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 Property 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

- (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:

Olga Felix and
Ann Marie Lourde-Lacroix
5901 Northeast 2nd Avenue
Miami, Florida, 33137
Telephone No.: (305) 756-0553

With a copy to:
Alejandro Vilarello, City Attorney
City of Miami
444 SW 2 Avenue, Suite 945
Miami, FL 33130

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:

Olga Felix and
Ann Marie Lourde-Lacroix
5901 Northeast 2nd Avenue
Miami, Florida, 33137
Telephone No.: (305) 756-0553

Copies To:

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

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.

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.

"SELLER"

By: _____
Print Name: _____

By: _____
Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared _____ and _____, who first being duly sworn, depose and say that they executed the above instrument for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2004.

- () Personally known
- () Produced as Identification:

(NOTARY PUBLIC)
SEAL

Notary Public

(Printed, Typed or Stamped Name)
Commission No.: _____
My Commission Expires: _____

“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 Administrator

Dania F. Carrillo, Risk Management

STATE OF FLORIDA)
)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Joe Arriola, as City Manager for the City of Miami, a municipal corporation of the State of Florida. I personally know him.

(NOTARY PUBLIC)
SEAL

Notary Public

(Printed, Typed or Stamped Name of Notary Public)
Commission No.: _____
My Commission Expires: _____

..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 5901-09 NORTHEAST 2ND AVENUE (THE "PROPERTY"), MIAMI, FLORIDA, AS LEGALLY DESCRIBED IN THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF MIAMI AND OLGA FELIX AND ANN MARIE LOURDE-LACROIX, ATTACHED HERETO AND MADE A PART HEREOF, IN CONNECTION WITH THE DEVELOPMENT OF LITTLE HAITI PARK, FOR A TOTAL PURCHASE PRICE OF \$550,000 AND TO CONSUMMATE SAID TRANSACTION IN ACCORDANCE WITH THE TERMS OF SAID PURCHASE AND SALE AGREEMENT; FURTHER ALLOCATING FUNDS IN THE AMOUNT OF \$586,902 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, DEMOLITION, AND FENCING.

..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 5901-09 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, the average of two (2) independent appraisals established Three Hundred and Eighty Seven Thousand Five Hundred Dollars (\$387,500) 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 and Fifty Thousand Dollars (\$550,000), with a deposit of One Thousand Dollars (\$1,000); and

WHEREAS, the Purchase Price exceeds the average appraised value of Three Hundred and Eighty Seven Thousand Five Hundred Dollars (\$387,500) by One Hundred and Sixty-Two Thousand Five Hundred Dollars (\$162,500); 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 5901-09 Northeast 2nd Avenue, Miami, Florida (the "Property"), Miami, Florida, as legally described in the Purchase and Sale Agreement between the City of Miami and Olga Felix and Ann Marie Lourde-Lacroix, attached hereto and made a part hereof, in connection with the development of Little Haiti Park, with a total purchase price of \$550,000 and to consummate said transaction in accordance with the terms of said Purchase and Sale Agreement; with funds in the amount of \$586,902 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, demolition, and fencing.

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.

ADDENDUM

THIS ADDENDUM is made this ___ day of _____ 2004, and is incorporated into and made a part of that certain Purchase and Sale Agreement (the "Agreement") dated of even date herewith between Olga Felix and Ann Marie Lourde-Lacroix, whose principle address is 5901 Northeast 2nd Avenue, Miami, Fl. (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"), for the sale and purchase of the real property located at: 5901-09 Northeast 2nd Avenue, Miami, Florida (the "Property").

1. Section 3(a)(ii) is hereby deleted.
2. Notwithstanding anything in the Agreement to the contrary, Seller and Buyer agree as follows:
 - (a) Seller represents to the Buyer that, to the best of Seller's knowledge, there are ___ tenants without written leases and one (1) tenant with a written lease in occupancy of the Property as of the date hereof.
 - (b) Buyer shall have a period of ___ days from the date hereof in which to obtain a copy of the written lease (the "Lease") and a period of thirty (30) days thereafter in which to review it (the "Lease Review Period"). Seller shall use best efforts to assist Buyer in obtaining a copy of the Lease.
 - (c) Buyer shall have the right to obtain estoppel letters from all tenants of the Property and Seller shall use best efforts to assist Buyer in this regard.
 - (d) In the event Buyer is unable to obtain the Lease or the estoppel letters, or if Buyer, in its sole discretion, is not satisfied with the Lease or the content of the estoppel letters, Buyer shall have the right to cancel this Agreement not later than five (5) business days after expiration of the Lease Review Period, by giving Seller written notice of its election to cancel, in the manner set forth in the Agreement. In such event, the Escrow Agent shall immediately deliver to Buyer the Deposit and the parties shall be relieved of all further responsibilities and obligations hereunder.
3. Not earlier than thirty (30) calendar days before the Closing Date, Buyer shall have the right to give all tenants of the Property that are not subject to a written lease with a term a notice to vacate the premises. Said notice shall request each tenant to vacate the Property within thirty (30) days of receipt of the notice but no later than thirty (30) days after the Closing Date. In the event the Property is not completely vacant by the Closing Date, then Buyer shall have the right to retain two thousand dollars (\$2,000) for each tenant that remains on the Property at the time of Closing. These funds shall be held in escrow until the tenant moves within the time frame provided above. For each tenant that does not vacate as provided above, the funds shall be retained in full by Buyer to compensate Buyer for costs and expenses relating to the extended occupancy and subsequent eviction.
4. Seller Olga Felix shall have the right to remain on the Property for a period of thirty (30) calendar days after closing.

5. The parties' obligations hereunder shall be subject to Seller Olga Felix obtaining a written contract to purchase or lease other property for her relocation. In the event Seller Olga Felix is unable to obtain such contract within ___ days after the date hereof, then either party may cancel this Agreement by written notice to the other whereupon the Escrow Agent shall immediately deliver to Buyer the Deposit and the parties shall be relieved of all further responsibilities and obligations hereunder, unless the Buyer elects to extend the period for the procurement of the contract by no more than thirty (30) calendar days. Seller shall use best efforts to obtain a written contract for relocation within the stipulated period.

6. **In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall control.**

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

Witnesses:

Print Name: _____

Print Name: _____

"SELLER"

By: _____
Olga Felix:

Print Name: _____

By: _____
Ann Marie Lourde-Lacroix

Print Name: _____

"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



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 2/24/04 DISTRICT: 5
NAME OF PROJECT: LITTLE HAITI PARK -SURVEY OF THE ALLEYWAY NEAR 59TH STREET AND NE 2ND AVENUE
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: \$2,850 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$15,867,568)
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

DESCRIPTION OF PROJECT: Perform a boundary and topographic survey of the alleyway near 59th Street and NE 2nd Avenue for the land assembly for the development of Little Haiti Park.

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/18/04
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04
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: _____

APPROVAL: Robert O. Ford DATE: 2/24/04
BOND OVERSIGHT BOARD

HD/NIB MOTION 04-22

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE LITTLE HAITI PARK-SUMMARY OF ENVIRONMENTAL ISSUE-299 & 303 N.E. 59 TERRACE-PARCEL NUMBERS 60 & 61 PROJECT; FURTHER RECOMMENDING THAT \$30,000 OF HD/NIB-LITTLE HAITI PARK LAND ACQUISITION & DEVELOPMENT FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: M. CRUZ
SECONDED: W. HARVEY
ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD;
G. RESHEFSKY

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

- Little Haiti Park Land Acquisitions.
- Little Haiti Park - Survey of the Alleyway near 59th Street and NE 2nd Avenue.

Total dollar amount: \$2,850
Source of funds: Homeland Defense/Little Haiti Park
Land Acquisition & Development
Report by: Dirk Duval, Madeline Valdes,
Phil Allene - Economic Development

Scope of work includes performing a boundary and topographic survey of the alleyway near 59th Street and N.E. 2nd Avenue for the land assembly for the development of Little Haiti Park.

Program Manager Phil Allene (phonetic) gave a presentation and provided the board a handout of what the department's vision is for the Little Haiti Park.

HD/NIB MOTION 04-24

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE LITTLE HAITI PARK-SURVEY OF THE ALLEYWAY NEAR 59TH STREET AND N.E. 2ND AVENUE PROJECT; FURTHER RECOMMENDING THAT \$2,850 OF HD/NIB-LITTLE HAITI PARK LAND ACQUISITION & DEVELOPMENT FUNDS BE ALLOCATED TO THIS PROJECT.

INTER-OFFICE MEMORANDUM

TO : Homeland Defense/Neighborhood Improvement
Bond Oversight Board

DATE : February 19, 2004

FILE :

SUBJECT : Survey of the Alleyway near 59th Street
and Northeast 2nd Avenue

FROM : Keith A. Carswell, Director
Department of Economic Development

REFERENCES :

ENCLOSURES:

This memorandum serves to request the Homeland Defense/Neighborhood Improvement Bond Oversight Board recommend approval for the use of funds in the amount of Two Thousand Eight Hundred and Fifty Dollars (\$2,850) to cover the cost to perform a Boundary and Topographic Survey of the Alleyway near 59th Street and Northeast 2nd Avenue, Miami, Fl.

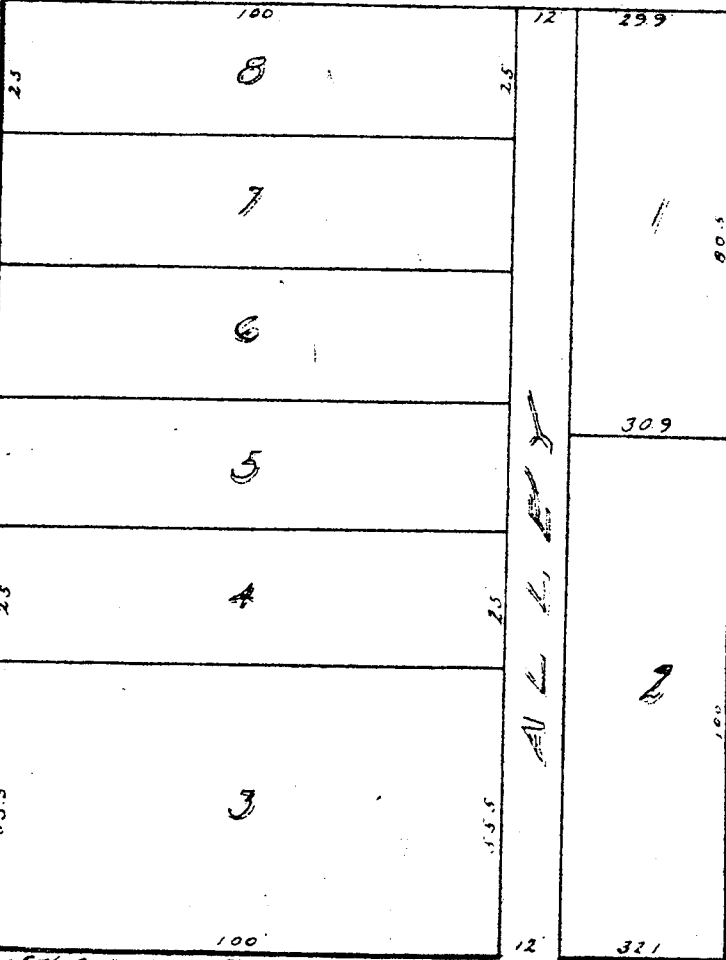
The Department of Economic Development is currently in the process of conducting the land assembly for the development of Little Haiti Park. During this process it has been discovered that certain properties located within the vicinity of the City of Miami owned property located 5925 Northeast 2nd Avenue (commonly known as the "Caribbean Marketplace") may be encroaching on City-owned right-of-way located in the rear of the Caribbean Marketplace. Our Department has received an estimate in the amount of Two Thousand Eight Hundred and Fifty Dollars (\$2,850) to perform a Boundary and Topographic survey of the right-of-way from the firm of Leiter Perez and Associates, Inc. In order to determine whether there are any encroachments on the above referenced right-of-way we are hereby requesting your recommendation of approval for Two Thousand Eight Hundred and Fifty Dollars (\$2,850) dollars from CIP Project 331412, entitled Little Haiti Park Land Acquisition and Development, to cover these costs.

150

GRAND ST.
NE 59 Terr

Lot 13 Block 12
Corrected plat Pierces Subdn.
Not included in this subdivision

2 NW Cor Lot 14



NE 2 Ave
DIXIE HIGHWAY

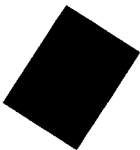
ALLEY

NE 59 St

BISCAYNE AVE

78

9.9



89° 30'

50

SW Cor. Lot 16

Leiter, Perez & Associates, Inc.

GEORGE PEREZ, P.E.
MARTIN LEITER, P.E.
GEOFFREY LEITER, P.E., P.S.M.
HENRY G. EDMUNDS, P.S.M.

LAND DEVELOPMENT CONSULTANTS
ENVIRONMENTAL AND CIVIL ENGINEERS
LAND PLANNERS AND LAND SURVEYORS

SURVEYS
DESIGN
INSPECTION
PLANNING
STUDIES
ASBESTOS

February 13, 2004

Fax to: (305)416-2156, 2 pages
Phone: (305)416-1458

Mr. Dirk Duval
Property Management Representative
City of Miami Department of Economic Development
444 SW 2nd Avenue, 3rd Floor
Miami, FL 33130

RE: **Boundary and Topographic Survey Proposal**
12' Alley near NE 59th Street and NE 2nd Avenue, Miami
Portion of P.B. 7-49, Miami-Dade County, FL

Dear Mr. Duval:

It was a pleasure meeting with you today. As we discussed, Leiter, Perez & Associates is pleased to offer a proposal to perform Surveying Services based on the information you provided with the scope of services being as follows:

SCOPE OF SERVICES:

1. Perform a Boundary and Topographic Survey:
 - a. Locate above ground improvements including buildings, asphalt & concrete surfaces and fences.
 - b. Locate visible utilities (no information will be collected below grade).
 - c. Identify improvements up to 5 feet outside the property lines.
 - d. Tree and Landscaping information will not be included in this Survey.
2. Prepare a metes and bounds legal description of the 12' Alley.
3. Provide digital file in AutoCAD 2000.
4. Provide four (4) copies of survey, signed and sealed.

The Survey will be certified to be in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida statutes.

Total Lump Sum Fee for Services: \$2,850.00

KENNEDY PLAZA • 160 N.W. 176th STREET • SUITE 403 • MIAMI, FLORIDA 33169
DADE (305)652-5133 • BROWARD (954)524-2202 • FAX (305)652-0411
EMAIL: office@leiterperez.com • WEBSITE: <http://www.leiterperez.com>

We look forward to working with you on this project. If you require any additional information, please give me a call. We have the manpower to begin this survey immediately. We estimate to be completed within six (6) working days from your notice to proceed.

Respectfully submitted:

Leiter, Perez & Associates, Inc.



Geoffrey Leiter, PE, PSM, Vice President

A signed copy of this proposal letter will serve as our contractual agreement and notice to proceed. Feel free to call me if you have any questions.

Approved by: _____

For: City of Miami

Title: _____

Print Name: _____

Date: _____



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 2/24/04

DISTRICT: 5

NAME OF PROJECT: LITTLE HAITI PARK - PROFESSIONAL ARCHITECTURAL SERVICES
FOR: Caribbean Marketplace Development, Black Box Theatre Development, Recreational & Cultural Components Development

INITIATING DEPARTMENT/DIVISION: CIP

INITIATING CONTACT PERSON/CONTACT NUMBER: Andre Bryan 305.416.1211

C.I.P. DEPARTMENT CONTACT:

RESOLUTION NUMBER: R-04-0151 CIP/PROJECT NUMBER: 331412

ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$2,250,000 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$15,870,418)

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: Andre Bryan

DESCRIPTION OF PROJECT: Increase the scope of work, and change the limit of the cost of Zyscovich, Inc. professional services related to said project to include scope for both the recreational and cultural components.

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/18/04

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04

Approved by Commission? YES NO N/A DATE APPROVED: 3/11/04

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: The typical design cost is 10% of total project construction cost. For this request, money to be authorized exceeds 10 % of money available because land acquisition is \$10-12 Million. If additional money for a soccer complex will be pledged to project then that will justify the scope of this request.

APPROVAL: Robert A. Frank
BOND OVERSIGHT BOARD

DATE: 2/24/04

Honorable Mayor and Members
of the City Commission

Cultural and Recreational Centers
for the Little Haiti area in District 5

Joe Arriola
City Manager/Chief Administrator

RECOMMENDATION

It is respectfully recommended that the City Commission adopt the attached Resolution that will amend Resolution No. 02-144 to change the limit for professional architectural services costs from \$600,000 to \$2,250,000, and further amending Resolution No. 03-089 to increase the scope of work, and change the limit of the cost of Zyscovich, Inc. professional architectural services from \$300,000 to an amount not to exceed \$2,250,000, related to the development of the Cultural and Recreational Centers in the Little Haiti area.

BACKGROUND

Resolution No. 02-144, passed on February 14th, 2002, approved the list of firms to provide professional services, and authorized the City Manager to negotiate and execute Professional Service Agreements ("PSA") with each firm. On June 24, 2002, the City entered into a PSA with Zyscovich, Inc. for architectural services. The term of the PSA is three years. Pursuant to Attachment "A" of Resolution No. 02-144 and the PSA, Zyscovich, Inc. professional services can not exceed \$600,000.

Resolution 03-089, passed on January 23rd, 2003, authorized the City Manager's engagement of Zyscovich, Inc. to provide professional architectural services related to the cultural component at (or adjacent to) the Caribbean Marketplace and a Master Plan for the Black Box Theater in District 5.

After both resolutions were passed the properties needed for the development of the Cultural Center were identified and purchased. These properties are located adjacent and close to the Caribbean Marketplace. Additional analysis of the Caribbean Marketplace revealed that the design and construction of the building did not meet current code requirements. It was also determined that it would be more cost effective to demolish the building, and build a new Community Building. Instead of preparing a Master Plan of the Black Box Theater, Zyscovich was directed by the City Manager to prepare a Master Plan for the Cultural Center. Based on the desires of the community the Cultural Center will consist primarily of a Community Building, Black Box Theater, Public Library, Courtyard and parking lots.

Curtis and Rogers Design Studio has completed the Master Plan for the Recreation Center that will consists of, but is not limited to, a soccer field facility, and a Recreation Building. The Administration has determined that it will be advantageous to engage Zyscovich, Inc. for the development of the Recreation Center.

Negotiation for the cost of professional services, which includes design development, bidding and construction documents and construction administration consulting services, is necessary to ensure the City receives equitable proposals for the Cultural and Recreational Centers projects. Funds are available from Capital Improvements Project No. 331412 to cover the cost of professional services that should not exceed \$2,250,000.

FISCAL IMPACT

None

JA/ACS/MHC/JCC/JBO/FP/AB

..Title

A RESOLUTION OF THE MIAMI CITY COMMISSION AMENDING RESOLUTION NO. 02-144, TO CHANGE THE COST LIMIT FOR ARCHITECTURAL SERVICES FROM \$600,000 TO \$2,250,000; AND FURTHER AMENDING RESOLUTION NO. 03-089, TO CHANGE THE LIMIT OF THE CONTRACT AMOUNT TO ZYSCOVICH, INC., A FIRM SELECTED FROM THE LIST OF PRE-APPROVED FIRMS FOR ARCHITECTURAL SERVICES, FROM \$300,000 TO \$2,250,000 FOR DESIGN DEVELOPMENT, PREPARATION OF BIDDING AND CONSTRUCTION DOCUMENTS, AND CONSTRUCTION ADMINISTRATION CONSULTING SERVICES RELATED TO AN INCREASED SCOPE OF WORK WHICH CONSIST OF A MASTER PLAN CONDUCTED BY ZYSCOVICH ,INC. FOR THE CULTURAL CENTER, THE DEVELOPMENT OF THE COMPONENTS OF THE CULTURAL CENTER WHICH INCLUDES, BUT IS NOT LIMITED TO, A COMMUNITY BUILDING, BLACK BOX THEATER, PUBLIC LIBRARY, COURTYARD AND PARKING LOTS, THE DEVELOPMENT OF A RECREATION CENTER WHICH INCLUDES, BUT IS NOT LIMITED TO, A SOCCER FIELD FACILITY, VITA COURSE AND A RECREATION BUILDING, IN THE LITTLE HAITI AREA, AT SPECIFIC COSTS TO BE NEGOTIATED BASED ON (1) THE SCOPE OF SERVICES REQUIRED FOR THE SEPARATE PROJECTS PERTAINING TO EACH CENTER, AND (2) TERMS AND CONDITIONS SET FORTH IN THE PROFESSIONAL SERVICES AGREEMENT WITH ZYSCOVICH, INC., DATED JUNE 24, 2002; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, FOR SAID PURPOSE; AND ALLOCATING FUNDS IN AN AMOUNT NOT TO EXCEED \$2,250,000, FOR SERVICES AND EXPENSES INCURRED BY THE CITY FROM CAPITAL IMPROVEMENTS PROGRAM PROJECT NO. 331412.

..Body

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

Section 1. Resolution No. 02-144, adopted February 14, 2002, is amended in the following particulars:

"Resolution No. 02-144

* * * * *

ATTACHMENT "A"

ENGINEERING CONSTRUCTION MANAGEMENT: \$600,000
ADA (DISABLE REQUIREMENTS): \$100,000
ARCHITECTURAL-ENGINEERINGN SERVICES (Building & Zoning):
\$600,000
ARCHITECTURE: ~~\$600,000~~ \$2,250,000

* * * * *

Section 2. Resolution No. 03-089, adopted January 23, 2003, is amended in the following particulars:

"Resolution No. 03-089

* * * * *

Section 1. The City Manager's engagement of Zyscovich, Inc., selected from the list of pre-approved architectural firms approved by Resolution No. 02-144, for design development, preparation of bidding and construction documents, and construction administration consulting services, related to ~~the culture component at (or adjacent to) the Caribbean Marketplace and a Master Plan for the Black Box Theater~~ a Master Plan for the Cultural Center, the development of the components of the Cultural Center which includes, but is not limited to, a Community Building, Black Box Theater, Public Library, courtyard and parking lots, the development of a Recreation Center which includes, but is not limited to, a Soccer Field facility, Vita Course and Recreation Building in District 5, at specific costs to be ~~determined by~~ negotiated based on (1) the scope of services required for ~~said~~ separate projects pertaining to each center, and (2) terms and conditions set forth in the agreement with Zyscovich, Inc. pursuant to Resolution No. 02-144, with funds, in an amount not to exceed ~~\$300,000~~, \$2,250,000, allocated for services and expenses incurred by the City from Capital Improvements Program Project No. 331412.

* * * * *

Section 3. The City Manager is hereby authorized to execute the necessary documents, in a form acceptable to the City Attorney, for said purpose.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the mayor.

PASSED AND ADOPTED THIS ____ DAY OF _____ 2004.

APPROVED AS TO FORM AND CORRECTNESS:

ALEX VILARELLO
CITY ATTORNEY

..Footnote

- {1} Words and/or figures stricken through shall be deleted. Underscored words and/or figures shall be added. The remaining provisions are now in effect and remain unchanged. Asterisks indicate omitted and unchanged material.
- {2} 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.
- {3} 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.

Said acquisition includes cost of survey, appraisal, environmental report, title insurance, demolition and fencing. Mixed use property on corner lot; illegal four-unit apartment structure on upper level. Condemnation price is \$600,000. It is 30% over appraised value, but appraisals have been rising.

HD/NIB MOTION 04-23

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE LITTLE HAITI PARK-LAND ACQUISITIONS, PARCELS 72, 73, 74 AND 78; FURTHER RECOMMENDING THAT ALLOCATIONS FROM HD/NIB-LITTLE HAITI PARK LAND ACQUISITION & DEVELOPMENT FUND BE MADE IN THE FOLLOWING AMOUNTS: \$442,700 (PARCELS 72 AND 74); \$586,902 (PARCEL 73) AND \$110,420 (PARCEL #78).

MOVED: M. CRUZ
SECONDED: W. HARVEY
ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD;
G. RESHEFSKY

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

- Little Haiti Park – Professional Architectural Services for Caribbean Marketplace, Black Box Theatre, Recreational and Cultural Development.

Total dollar amount: \$2,250,000
Source of funds: Homeland Defense/Little Haiti Park Land Acquisition & Development
Report by: Phil Allene (phonetic), Program Manager- Economic Development;
Mary Conway and
Alicia Cuervo-Schreiber
Date approved by Audit Subcommittee: February 18, 2004

This request includes an increase in scope of work and changed limit of cost of Zyscovich, Inc. professional services related to this project for both the recreational and cultural components. The typical design cost is ten percent of total project construction cost. For this request, money to be authorized exceeds ten percent of money available because land acquisition is ten to twenty million dollars. If additional money for a soccer complex will be pledged to the project, then that would justify the scope of this request. Standard rules of procurement were followed in selecting Zyscovich, Inc. for the Little Haiti Park component.

The City Manager is committed to seeing the full implementation of this project, even if it means using funding sources outside of HD/NIB funds.

HD/NIB MOTION 04-25

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE LITTLE HAITI PARK-PROFESSIONAL ARCHITECTURAL SERVICES FOR CARIBBEAN MARKETPLACE DEVELOPMENT, BLACK BOX THEATRE DEVELOPMENT, RECREATIONAL AND CULTURAL COMPONENTS DEVELOPMENT; FURTHER RECOMMENDING THAT \$2,250,000 OF HD/NIB-LITTLE HIAIT PARK LAND ACQUISITION & DEVELOPMENT FUNDS BE ALLOCATED TO THIS PROJECT; FURTHER THAT THE BOARD BE PROVIDED A BREAKDOWN OF CONSTRUCTION AND ARCHITECTURAL COST OF EACH COMPONENT OF THIS PROJECT AT THE MARCH 23, 2004 MEETING OF THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD; FURTHER RECOMMENDING THAT BEFORE PROCEEDING WITH ANY COMPONENT OF THE PROJECT HAVING AN ESTIMATED VALUE OF MORE THAN 12 PERCENT OF CONSTRUCTION COST, THE BOARD SHOULD BE NOTIFIED; FURTHER RECOMMENDING THAT MONTHLY PROGRESS REPORTS BE PROVIDED TO THE BOARD.

MOVED: M. REYES

SECONDED: M. CRUZ

**ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD;
G. RESHEFSKY; S. PETERS**

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

- Presentation of Coral Way Uplighting Project.

Total dollar amount: \$775,507

Source of funds: Homeland Defense/Coral Way Improvements

Report by: Jorge Cano, Director, CIP

Gancedo Technologies, the contractor on this project will furnish all labor and materials necessary to complete the project.

Of the \$775,507, \$673,031 is to cover contract costs and \$102,476 is to cover estimated expenses to be incurred by the City and miscellaneous construction costs.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 1/22/03
 NAME OF PROJECT: Caribbean Marketplace Development & Black Box Theatre Development
 INITIATING DEPARTMENT/DIVISION: CIP
 INITIATING CONTACT PERSON/CONTACT NUMBER: Andre Bryan 305.416.1211
 C.I.P. DEPARTMENT CONTACT: _____
 RESOLUTION NUMBER: R-03-89 CIP/PROJECT NUMBER: 331412
 ADDITIONAL PROJECT NUMBER: _____
 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: approve \$300,000.00 today for design phase- see comment section
 SOURCE OF FUNDS: \$ 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: Andre Bryan / Janet Palacino

DESCRIPTION OF PROJECT: For the development of the cultural component of the Caribbean Marketplace and for a master plan of the Black Box Theatre. Zsychovich, Inc. for professional services not to exceed \$300,000.

Approved by Audit Committee? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 1/22/03
 Approved by Commission? YES NO N/A DATE APPROVED: 1/23/03
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: 7/22/03

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: Resolution number: R-03-89 The \$300,000.00 approved by Commission is for both this project and the Master Plan for the Black Box Theatre. These Funds are for design development, bidding, and construction development. Subject to time frames; further requiring that the CIP Dept. provide a status report every six months on each individual project

APPROVAL: *Robert C. Florida* DATE: May 8, 2003
 BOND OVERSIGHT BOARD

INTER-OFFICE MEMORANDUM

TO: Honorable Mayor and Members
of the City Commission

DATE:

FILE:

SUBJECT: Caribbean Marketplace and Black Box
Theater in District 5

FROM:

Carlos A. Gimenez
City Manager

REFERENCES:

ENCLOSURES:

RECOMMENDATION

It is respectfully recommended that the City Commission adopt the attached Resolution authorizing the City Manager to negotiate and execute a Professional Services Agreement with Zyscovich, Inc, for professional services not to exceed \$300,000 for projects related to the Caribbean Marketplace and Black Box Theater.

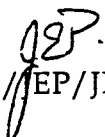
BACKGROUND

Resolution 05-551, passed on May 9th, 2002, authorized the allocation of \$1.5 million for the development of the culture component at (or adjacent to) the Caribbean Marketplace, and \$1.5 million for a Black Box Theater in District 5.

The Department of Capital Improvements has analyzed the need to enter into an agreement with an architectural firm for the development of the cultural component at (or adjacent to) the Caribbean Marketplace, and for a master plan of the Black Box Theater. Zyscovich, Inc. was selected from the Department of Capital Improvements list of pre-approved consultants. Negotiation for the cost of professional services, which includes design development, bidding and construction documents and construction administration, is necessary to ensure the City receives an equitable proposal. Funds allocated for Zyscovich, Inc. professional services shall not to exceed \$300,000.

FISCAL IMPACT

None


CAG/JEP/JRA/AB

J-
12/27/02

RESOLUTION No. _____

A RESOLUTION OF THE MIAMI CITY COMMISSION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE WITH ZYSCOVICH, INC., AN ARCHITECTURAL FIRM ON THE DEPARTMENT OF CAPITAL IMPROVEMENTS PRE-APPROVED LIST OF PROFESSIONAL CONSULTANTS, FOR PROFESSIONAL SERVICES, WHICH INCLUDES DESIGN DEVELOPMENT, BIDDING AND CONSTRUCTION DOCUMENTS, AND CONSTRUCTION ADMINISTRATION FOR THE CULTURE COMPONENT AT (OR ADJACENT TO) THE CARIBBEAN MARKETPLACE AND FOR A MASTER PLAN OF THE BLACK BOX THEATER IN DISTRICT 5, IN A TOTAL AMOUNT NOT TO EXCEED \$300,000 FOR ALL CONSULTANT FEES AND RELATED EXPENSES: ALLOCATING FUNDS FROM THE LITTLE HAITI PARK LAND ACQUISITION AND DEVELOPMENT, CAPITAL IMPROVEMENT PROJECT NO. 331412; AS APPROPRIATED UNDER CIP ORDINANCE 12280 AS AMENDED, FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT ACCEPTABLE TO THE CITY ATTORNEY, FOR THE REQUIRED SERVICES.

WHEREAS, pursuant to Resolution 02-551, funds were allocated from the Little Haiti Park Land Acquisition and Development in the amounts of \$1.5 million for the culture component of the Caribbean Marketplace, and \$1.5 million for a Black Box Theater in District 5; and

WHEREAS, the Administration has determined that professional services from an architectural firm is needed to provide design development, bidding and construction documents, and construction administration services to develop the culture component of the Caribbean Marketplace and for a master plan of the Black Box Theater; and

WHEREAS, it is necessary for the City Manager to negotiate and execute a Professional Services Agreement with Zyscovich, Inc., an architectural firm from the Department of Capital Improvements list of pre-approved consultants; and

WHEREAS, funds for professional services and related expenses in a total amount not to exceed \$300,000 are available from Capital Improvement Project ("CIP") No. 331412; and

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 hereto and incorporated herein as if fully set forth in this Section.

Section 2. The City Manager (or his designee) is hereby authorized^{1/} to enter into negotiations with Zyscovich, Inc., an architectural firm on the Department of Capital Improvements list of pre-approved professional consultants, for design development, bidding and construction documents and construction administration services for the development of the culture component of the Caribbean Marketplace and a master plan of the Black Box Theater, in a total amount not to exceed \$300,000 for

^{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.

all consultant fees and related expenses, with funds allocated from Little Haiti Park Land Acquisition and Development, Capital Improvement Project No. 331412.

Section 3. The City Manager is further authorized^{1/} to execute a Professional Services Agreement with Zyscovich, Inc. in a form acceptable to the City Attorney for the required services.

Section 4. This resolution shall become effective immediately upon its adoption and signature of the Mayor.^{2/}

PASSED AND ADOPTED THIS _____ DAY OF _____, 2003.

MANUEL A. DIAZ, MAYOR

ATTEST:

PRISCILLA A. THOMPSON
CITY CLERK

^{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.

APPROVED AS TO FORM AND CORRECTNESS:

ALEX VILARELLO
CITY ATTORNEY



Budgetary Impact Analysis

1. Department of CAPITAL IMPROVEMENTS Division _____

2. Agenda Item # (if available) _____

3. Title and brief description of legislation or attach ordinance/resolution:
CARIBBEAN MARKETPLACE AND BLACK BOX THEATER

4. Is this item related to revenue? NO: X YES _____ (If yes, skip to item #7.)

5. Are there sufficient funds in Line Item? CIP 331412
YES: X Index Code 999307 Minor Obj. Code 270 Amount \$300,000.00

NO: _____ Complete the following questions:

6. Source of funds: Amount budgeted in the Line Item \$ _____
Balance in Line Item \$ _____
Amount needed in the Line Item \$ _____

Sufficient funds will be transferred from the following line items:

ACTION	ACCOUNT NUMBER	ACCOUNT NAME	TOTAL
	Index/Minor Object/Project No.		
From			\$
From			\$
From			\$
To			\$

7. Any additional comments?

8. Approved by: Janet E. Palacios
Department Director/Designee

C.I.P. APPROVAL:
[Signature]
Signature Date

11/3/03
Date 1-2-03

FOR DEPARTMENT OF MANAGEMENT AND BUDGET USE ONLY		
Verified by: <u>[Signature]</u> Department of Management and Budget Director/Designee Date <u>1-3-2003</u>	Verified by: _____ Budget Analyst Date _____	Transfer done by: _____ Budget Analyst Date _____

This Matter was ADOPTED on the Consent Agenda.

CA.10 04-00199

RESOLUTION

A RESOLUTION OF THE MIAMI CITY COMMISSION AMENDING RESOLUTION NO. 02-144, ADOPTED FEBRUARY 14, 2002; AUTHORIZING AN INCREASE IN THE COST LIMIT FOR ARCHITECTURAL SERVICES FROM AN AMOUNT NOT TO EXCEED \$600,000 TO AN AMOUNT NOT TO EXCEED \$2,250,000; FURTHER AUTHORIZING AN INCREASE IN THE CONTRACT AMOUNT AWARDED TO ZYSCOVICH, INC., PURSUANT TO RESOLUTION NO. 03-089, ADOPTED JANUARY 23, 2003, FROM AN AMOUNT NOT TO EXCEED \$300,000 TO AN AMOUNT NOT TO EXCEED ~~\$2,250,000~~. A FIRM SELECTED FROM THE LIST OF PRE-APPROVED FIRMS FOR ARCHITECTURAL SERVICES FOR DESIGN DEVELOPMENT, PREPARATION OF BIDDING AND CONSTRUCTION DOCUMENTS, AND CONSTRUCTION ADMINISTRATION CONSULTING SERVICES RELATED TO AN INCREASED SCOPE OF WORK WHICH CONSISTS OF A MASTER PLAN CONDUCTED BY ZYSCOVICH, INC. FOR THE CULTURAL CENTER, THE DEVELOPMENT OF THE COMPONENTS OF THE CULTURAL CENTER INCLUDING BUT NOT LIMITED TO, A COMMUNITY BUILDING, BLACK BOX THEATER, PUBLIC LIBRARY, COURTYARD AND PARKING LOTS, THE DEVELOPMENT OF A RECREATION CENTER INCLUDING BUT NOT LIMITED TO, A SOCCER FIELD FACILITY, VITA COURSE AND A RECREATION BUILDING, IN THE LITTLE HAITI AREA, AT SPECIFIC COSTS TO BE NEGOTIATED BASED ON (1) THE SCOPE OF SERVICES REQUIRED FOR THE SEPARATE PROJECTS PERTAINING TO EACH CENTER, AND (2) TERMS AND CONDITIONS SET FORTH IN THE PROFESSIONAL SERVICES AGREEMENT WITH ZYSCOVICH, INC., DATED JUNE 24, 2002; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, FOR SAID PURPOSE; ALLOCATING FUNDS IN AN AMOUNT NOT TO EXCEED 12 PERCENT OF THE PROJECT CONSTRUCTION ESTIMATE, FOR SERVICES AND EXPENSES INCURRED BY THE CITY OF MIAMI FROM CAPITAL IMPROVEMENTS PROGRAM PROJECT NO. 331412; AMENDING RESOLUTION NOS. 02-144 AND 03-089 TO REFLECT SAID INCREASES; REQUIRING FURTHER CONSULTATION WITH THE HOMELAND DEFENSE/ NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD SHOULD THE NEGOTIATED FEES EXCEED 12 PERCENT OF THE ESTIMATED CONSTRUCTION COST FOR EACH OF THE TWO (2) PROJECTS AUTHORIZED BY RESOLUTION NOS. 02-144 AND 03-089.

04-00199-cover memo.pdf, 04-00199-budgetary impact analysis.pdf, 04-00199-pre. legislation.pdf, 04-00199-pre. agenda pg..pdf, 04-00199-pre. legislation 2. pdf, 04-00199-psa.pdf, 04-00199-legislation.pdf, 04-00199-Substitute Memo. pdf

R-04-0151

MOVED: Joe Sanchez

SECONDED: Angel González

Motion that this matter be ADOPTED WITH MODIFICATIONS PASSED by the following vote.

AYES: Commissioner González, Sanchez, Regalado and Teele



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 2/24/04 DISTRICT: 3
NAME OF PROJECT: CORAL WAY BEAUTIFICATION UP- LIGHTING - PHASE I
INITIATING DEPARTMENT/DIVISION: CIP
INITIATING CONTACT PERSON/CONTACT NUMBER: Jose Briz / 305.416.1209
C.I.P. DEPARTMENT CONTACT: Jose Briz
RESOLUTION NUMBER: 2-03-0401 CIP/PROJECT NUMBER: 341213
ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$ 775,507 (\$1,500,000 Million in first Series; current estimated balance is \$724,500)
SOURCE OF FUNDS: HDNI bonds - Coral Way Improvements
ACCOUNT CODE(S): CIP # 341213

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: Jose Briz / Capital Improvements
DESCRIPTION OF PROJECT: Contractor will furnish all labor and materials necessary to complete project.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 2/18/04
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 2/24/04
Approved by Commission? YES NO N/A DATE APPROVED: 1/22/04
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: Of the \$775,507, \$673,031 is to cover contract costs and \$102,476 is to cover estimated expenses to be incurred by the City and miscellaneous construction costs. Contractor is Gancedo Technologies.

APPROVAL: [Signature] DATE: 2/24/04
BOND OVERSIGHT BOARD

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: The Honorable Mayor and Members
of the City Commission

DATE: December 12, 2003

FILE: B6450-A

FORMAL BID

SUBJECT: Resolution Awarding Contract
For "Coral Way Beautification
Uplighting Phase I, B-6450-A"

FROM: Joe Arriola
City Manager

REFERENCES:

ENCLOSURES: Four (4) Documents

RECOMMENDATION:

It is respectfully recommended that the City Commission adopt the attached Resolution accepting the bid of "Gancedo Technologies, Inc.", for "Coral Way Beautification Uplighting Phase I", B-6450-A, received on September 30, 2003 in the amount of \$673,031.00 Total Bid. "Gancedo Technologies, Inc.", is a company located within Miami-Dade County at 601 S.W. 57 th. Ave., Miami, Florida, 33144, whose Principal is Mr. Carlos Gancedo, President. Also, authorizing the City Manager to enter into contract on behalf of the City.

BACKGROUND:

Amount of Total Bid: \$ 673,031.00

Cost Estimate: 102%

Const. Cost Estimate: \$ 663,080.00

Construction Time: 60 Calendar Days

Source of Funds: CIP No. 341213

Minority Representation: 12 invitations faxed to 12 Owned Firms

5 Contractors picked up specs
(3 Hispanic, 0 Black, 0 Female)
1 Contractors submitted bid
(1 Hispanic, 0 Black, 0 Female)

Public Hearings/Notices: No

Discussion: The Department of Capital Improvements has evaluated the bids received on September 30, 2003, and determined that the lowest responsible and responsive bid, in the amount of \$673,031.00 is from Gancedo Technologies, Inc., Funds are available to cover the contract cost, and for such incidental items as postage, blueprinting, advertising, reproduction costs, testing, etc.

FISCAL IMPACT: NONE - BUDGETED ITEM

Enclosures: Resolution
Tabulation of Bids
Project Fact Sheet
Contract

ACS/JCC/JBO/JAB

JMS
C. Arriola



Budgetary Impact Analysis

Department Capital Improvements

Division: _____

Commission Meeting Date: _____

Title and brief description of legislation or attached ordinance/resolution: Resolution accepting the bid from Gancedo Technologies, Inc. for the "Coral Way Beautification Uplighting Phase I" B-6450-A.

1. Is this item related to revenue? No Yes Revenue Source: _____

2. Is this item an expenditure? No Yes Amount: \$775,507
General Fund Account No: _____
Special Revenue Fund Account No: _____
CIP Project No: 341213

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
Coral Way Improvements	\$3,500,000	\$1,500,000	0	\$1,500,000	0

Comments: _____

Approved by: _____

Department Director/Designee

12/11/03
Date

APPROVALS

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

Verified by CIP: (if applicable) _____
Director/Designee
Date: 12-12-03

FORMAL BID

CORAL WAY BEAUTIFICATION UPLIGHTING PHASE I

Project Number: B-6450-A
 Project Manager: JOSE A. BRIZ
 Person who received the bids: J.A. BRIZ
 Construction Estimate = \$ 663,080.00

CIP Number: 341213
 Date: 9 30 2003
 Received at: CITY CLERK OFFICE
 Time: 9:00 a.m.

BIDDER	GANCEDO TECHNOLOGIES		
ADDRESS	6015 SW 57 AVE. MIAMI, FLORIDA 33144		
BID BOND AMOUNT	BID BOND VOUCHER		
IRREGULARITIES			
MINORITY OWNED	YES		

ITEM No.	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	FOR FURNISHING ALL LABOR, MATERIALS ETC. AS SHOWN IN SHEET NUMBER 2 OF PLAN.		\$65,896.00						
2	FOR FURNISHING ALL LABOR, MATERIALS ETC. AS SHOWN IN SHEET NUMBER 3 OF PLAN.		\$ 83,841.00						
3	FOR FURNISHING ALL LABOR, MATERIALS ETC. AS SHOWN IN SHEET NUMBER 4 OF PLAN.		\$ 90,998.00						
4	FOR FURNISHING ALL LABOR, MATERIALS ETC. AS SHOWN IN SHEET NUMBER 5 OF PLAN.		\$56,207.00						
5	FOR FURNISHING ALL LABOR, MATERIALS ETC. AS SHOWN IN SHEET NUMBER 6 OF PLAN.		\$68,768.00						
6	FOR FURNISHING ALL LABOR, MATERIALS ETC. AS SHOWN IN SHEET NUMBER 7 OF PLAN.		\$83,304.00						
7	FOR FURNISHING ALL LABOR, MATERIALS ETC. AS SHOWN IN SHEET NUMBER 8 OF PLAN.		\$80,391.00						
8	FOR FURNISHING ALL LABOR, MATERIALS AS SHOWN IN SH.9		\$58,346.00						
9	SPECIAL PROVISIONS		\$85,280.00						
	TOTAL PRICE		\$673,031.00						

- * IRREGULARITIES LEGEND
- A -- No Power - of - Attorney
 - B -- No Affidavit as to Capital & Surplus of Bonding Company
 - C -- Corrected Extensions
 - D -- Proposal Unsigned or Improperly Signed or no Corporate Seal
 - E -- Incomplete Extensions
 - F -- Non - responsive bid
 - G -- Improper Bid Bond
 - H -- No Certificate of Competency Number
 - I -- No First Source Hiring Compliance Statement
 - J -- No Minority Compliance Statement
 - K -- No Duplicate Bid Proposal
 - L -- Non-responsive bid

IT HAS BEEN DETERMINED BY THE DEPARTMENT OF CIP THAT THE LOWEST RESPONSIBLE AND RESPONSIVE BID IS FROM **GANCEDO TECHNOLOGIES INC.** FOR THE TOTAL AMOUNT OF **\$673,031.00**

If the above contractor is not the lowest bidder explain:

APPROVED: *[Signature]*



City of Miami
Department of Capital Improvements
PROJECT FACT SHEET

Date: October 7th, 2003

Emergency:

Project Name: CORAL WAY BEAUTIFICATION UPLIGHTING PHASE I
Project Location: CORAL WAY BETWEEN 12 AVE. AND 37 AVENUE **Commissioner District:** 3&4
Project Number: B-6450-A **Initiating Dept.:** CIP
Project Manager/Ext. No.: Jose A. Briz, #1209 **Project Budget:** \$766,556.00
Homeland Defense **Account Number:** 341213 **Amount:** \$775,507.00
Federal (C.D.B.G.) **Account Number:** _____ **Amount:** _____
S.N.P.B. **Account Number:** _____ **Amount:** _____
Other: _____ **Account Number:** _____ **Amount:** _____

PROJECT SCOPE

The project consists of the furnishing of all labor, materials and equipment for the installation of new electric fixtures to illuminate the existing trees at the Coral Way Street Median between 12 Ave. and 37 Avenue.

DESIGN PHASE

A/E Firm: _____
Address: _____
City, State, Zip: _____
Contact Person: _____
Telephone/E-Mail: _____
Type of Work: _____
Comments: _____

PROJECT COSTS

(A) - Actual
(E) - Estimate

A/E Firm Fees: _____ (A)
Additional Design Services: _____ N/A (A)
In-House Design Cost: \$60,280.00 (A)
Miscellaneous Services: _____ N/A (A)
CIP Design Administration: _____ (A)
Design Phase Total: \$60,280.00

CONSTRUCTION PHASE

Contractor: GANCEDO TECHNOLOGIES, INC.
Address: 6015 SW 57 AVE.
City, State, Zip: Miami, Florida 33144
Contact Person: CARLOS GANCEDO
Telephone/E-mail: 305.265 1984

Class: P
(J = Joint P = Prime S = Sub)
Minority Status: H
(B = Black F = Female H = Hispanic N = None)
Established: 8 years
License Number: ER-0014966
Sub-Contractors:
 Self _____

Construction Contract Amount: \$673,031.00 (BID)
CIP Construction Administration: \$42,196.00 (E)
Misc. Construction Costs: _____ (E)
Construction Phase Total \$715,227.00

Total Project Cost: \$775,507.00

..Title

A RESOLUTION OF THE MIAMI CITY COMMISSION ACCEPTING THE BID OF GANCEDO TECHNOLOGIES, INC., THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO FORMAL INVITATION FOR BIDS, DATED SEPTEMBER 30, 2003 FOR THE PROJECT ENTITLED "CORAL WAY BEAUTIFICATION UPLIGHTING PHASE I", B-6450-A, IN THE AMOUNT OF \$673,031.00; ALLOCATING FUNDS FROM CAPITAL IMPROVEMENTS PROJECT No. 341213, TO COVER \$673,031.00 FOR THE CONTRACT COSTS, AND \$102,476.00 FOR EXPENSES, FOR A TOTAL COST OF \$775,507.00; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE FORM ATTACHED , FOR SAID PURPOSE.

..Body

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

Section 1. The bid of Gancedo Technologies, Inc., the lowest responsive and responsible bidder pursuant to **FORMAL** Invitation for Bids, dated September 30, 2003, in the proposed amount of \$673,031.00, for the project entitled "CORAL WAY BEAUTIFICATION UPLIGHTING PHASE I", B-6450-A, for the total bid of the proposal, based on lump sum and unit prices, is accepted at the price stated herein

Section 2. The total estimated construction costs of \$673,031.00 are allocated from Capital Improvements Project No. 341213. The total project costs consist of \$673,031.00 for construction contract costs and \$102,476.00 for estimated expenses to be incurred by the City and miscellaneous construction costs.

Section 3. The City Manager is authorized to execute an agreement, in substantially the form attached, with Gancedo Technologies, Inc. for the project.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.

PASSED AND ADOPTED this _____ day of _____ 2004.

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.

HOMELAND DEFENSE AND NEIGHBORHOOD IMPROVEMENT BOND PROGRAM

ADMINISTRATIVE GUIDELINES & PROCEDURES

1 BACKGROUND:

On November 13, 2001, the voters of the City of Miami (the "City") approved by referendum the City's issuance of \$255 million in limited ad valorem tax general obligation bonds for homeland security, neighborhood improvements, capital projects and infrastructure improvements, the "Homeland Defense/Neighborhood Improvement Bonds" (the "Bonds"). This referendum was approved after several public hearings before the City Commission and a vigorous public information campaign, wherein representations were made to the electorate as to the specific purposes and location for the expenditure of Bond proceeds. On August 8, 2002, the first series of the Bonds was issued in the aggregate principal amount of \$153,186.85. Such bonds were issued as tax exempt.

Authorization to seek voter approval was provided under Ordinance No. 12137, which also provided for an initial allocation of future Bond funds to specified Projects. Such allocations were further clarified under Resolution No. 02-1294. Upon the recommendation of bond counsel, these policies, guidelines and procedures (collectively, the "Guidelines") are promulgated to provide guidance in the expenditure of Bond Proceeds so as to better assure the successful outcome of the bond and capital improvement program.

2 PURPOSE:

The City Manager has adopted and put in place these administrative guidelines and procedures in order to:

- Define processes and procedures for the management of Bond-funded Projects by the Capital Improvements Department and to identify specific duties and responsibilities of other entities involved in the implementation of those Projects;
- Define processes and procedures and assign responsibilities to affect clarifications and changes in scope to Bond-funded Projects;
- Define processes and procedures and assign responsibilities to permit reallocation of Bond Proceeds from one Bond-funded Project to another;
- Define guidelines and procedures for the allocation and use of Bond Proceeds by affiliated and outside agencies; and
- To assist the City in complying with the federal tax law requirements applicable to the expenditure of tax-exempt Bond Proceeds.

3 SCOPE:

These policies, guidelines and procedures shall apply to all Projects funded at present or in the future from Bond Proceeds.

4 DEFINITIONS

- **Affiliated Agencies:** shall mean those agencies created by the City that report to a board other than the City Commission, including, but not limited to, the Downtown Development Authority, the Model Cities Trust, Bayfront Park Trust, Miami Community Redevelopment Agency, Virginia Key Beach Park Trust, that may initiate and ultimately manage or be the principal user of a completed Project or Sub-project. An Affiliated Agency may serve either as a Client or Project Partner in the process of implementing a Project or Sub-project.
- **Agency:** shall mean both an Affiliated or Outside Agency as defined in the Guidelines.
- **Allocation:** shall mean the amount of Bond Proceeds identified for a given Project or Sub-Project, site and/or purpose.
- **Board:** shall mean the City's Homeland Defense/Neighborhood improvements Bond program oversight Board created pursuant to Ordinance 12177, as amended.
- **Bond Proceeds:** shall mean the net proceeds of the Bonds plus interest earnings thereon.
- **Bond Legislation:** shall mean Resolution No. 02-797 adopted by the City Commission on July 9, 2002, together with Ordinance No. 12197 enacted by the City Commission on October 11, 2001.
- **Change in Scope:** shall mean a modification to the scope of a Named Project as delineated in Ordinance No. 12137 and Resolution No. 02-1294, or the provision of a Scope of Work for a previously unspecified Project.
- **Client:** shall mean a Using Department, Affiliated or Outside Agency that has initiated a Project and/or will be the principal end user of a given Project, and the implementation of that Project is directly supervised and managed by DCI. Example: the Parks and Recreation Department would serve as the Client in the implementation of a Sub-project wherein DCI will design and construct renovations to a recreation building in Virrick Park.
- **Cooperative Project:** shall mean a capital improvement project undertaken by, on behalf of, or under the supervision of an Affiliated or Outside Agency utilizing Bond Proceeds.
- **DCI:** shall mean the entity operating as the City's Department of Capital Improvements, or that has, by direction of or delegation by the City Manager, the authority and responsibility to manage the capital improvement program of the City.
- **Named Project:** shall mean the specified location and purpose for the use of Bond funds provided in Resolution No. 02-1294. For the purposes of this document, Projects entitled "District x – Quality of Life Improvements" are "Named Projects."
- **Outside Agencies:** shall mean any entity within the private sector or any governmental jurisdiction other than the City and its Affiliated Agencies that may initiate and ultimately manage or be the principal user of a completed Project or Sub-project. An Outside Agency may serve either as a Client or Project Partner in the process of implementing a Project or Sub-project.
- **Project:** shall mean a capital improvement project funded or to be funded from Bond Proceeds as initially identified under Ordinance No. 12137 and Resolution No. 02-1294, and as may be subsequently identified to receive such funds by action of the City. The term Project or Projects may include "Sub-projects" as hereinafter defined.

- *Project Clarification*: shall mean an explanation or elucidation as to the intended Scope Of Work, equipment, and/or physical elements to be included in a Named Project.
- *Project Cooperation Agreement*: (“PCA”) shall mean the agreement between the City and an Affiliated or Outside Agency that specifies the terms and conditions for the use and expenditure of Bond Proceeds, the responsibilities of the parties, and other aspects as may be required.
- *Project Manager*: shall mean the individual responsible for the day-to-day supervision of the implementation of a Project.
- *Project Partner*: shall mean a Using Department, Affiliated Agency or Outside Agency approved by the either the DCI Director or City Commission, as applicable, to receive and expend Bond Proceeds and to directly manage the administration and implementation of a given Project or Sub-project, its related consultants, construction and other processes, with oversight from DCI as generally provided in a Project Cooperation Agreement or other suitable instrument. Example: the Fire-Rescue Department, with DCI Director approval, would serve as a Project Partner in the implementation of a Project or Sub-project to purchase hazardous material gear, and would receive only fiscal oversight from DCI.
- *Public Entity*: shall mean a unit, agency, department or subsidiary of federal, state, local, or municipal government.
- *Reallocation*: shall mean the reduction of Bond Proceeds from one or more Named Projects and the transfer of those monies to another Project.
- *Scope*: or sometimes Scope of Work, shall mean the description of the Project or Sub-project, in narrative or outline form, detailing the project’s location, its phases, specific actions to be performed, construction elements, physical improvements, items of equipment, and/or building, park or infrastructure components to be modified or improved, and/or lands to be acquired, developed or redeveloped as part of the execution of a Project
- *Sub-project*: shall mean a defined and distinct Scope of Work for a specific site or sites created or designated within a larger or major Named Project. Examples: Cuban Memorial Linear Park is a Sub-project of the District 3 Quality of Life Improvements Project, and, swimming pool improvements at Curtis Park is a Sub-project of the Neighborhood Park Improvement and Acquisition Project.
- *Using Department*: shall mean the department or office of the City that initiates or participates in the administration and implementation of the capital project process, and will subsequently manage, maintain and/or be the principal user of the completed improvement. Using Departments may serve either as a Client or Project Partner in the process of implementing a Project or Sub-project, with approval of DCI Director.

5 LIMITATIONS ON USE OF BONDS

5.1 New Projects

Given the public hearings, community outreach, voter referendum and legislative history of the Bond program and listing of projects identified, described and publicized prior to voter approval, except for Sub-projects funded under an existing Named Project, such as a “District Quality of Life Improvement” project, there shall be no new projects funded from Bond

Proceeds, until such time as interest earnings accrue and are made available pursuant to applicable requirements of the Bond Legislation, the issue prospectus, and the City Charter and Code. The City Commission shall make the final determination as to the expenditure of any Bond Proceeds for any Project contemplated herein.

5.2 Public Use and Dedication

Land and facilities acquired, developed, improved or rehabilitated by Bond Proceeds shall be dedicated and maintained in perpetuity for the benefit of the general public, and there shall be no resulting, or only incidental, private benefit. All sites and/or facilities receiving the benefit of Bond Proceeds shall be open and/or accessible to the public at reasonable times and shall be managed in a safe and attractive manner appropriate for public use. Equipment acquired through Bond Proceeds shall be used for a bona fide public purpose, and there shall be no resulting, or only incidental, private benefit.

Bond Proceeds for the purposes of development, improvement, rehabilitation or restoration shall be expended for those purposes only on lands owned by the City, an Affiliated Agency, or a by Public Agency that is a Client or Project Partner, or on lands for which the City, Client (that is a public entity) or Project Partner holds a lease or other long term use agreement. Such lease or other use agreement must be for an unexpired term of at least 25 years. The Client or Project Partner may demonstrate the eligibility of the Project to the reasonable satisfaction of the City, through a joint ownership, use, franchise or other agreement, evidencing that the lands and/or the Project will be utilized for the public benefit (with no resulting, or only incidental, private benefit), consistent with the tax-exempt status of the Bonds and the requirements of Florida law, for a term of at least 25 years in duration. A lease or use agreement for a site or facility to be improved with Bond Proceeds may not be revocable at will.

6 GENERAL BOND PROJECT ADMINISTRATION

Unless otherwise approved by the DCI Director or by the City Commission, as applicable, all Projects funded by the Bonds and/or Bond Proceeds are to be administered by the DCI.

6.1 RESPONSIBILITIES OF DCI

The DCI is the City department charged with the primary responsibility for the management of the Bond program and Projects or Sub-projects funded thereunder. In this capacity, DCI shall undertake the following activities:

6.1.1 Direction & Management

Receive direction from the City Manager, Mayor and the City Commission with regard to Projects or proposed Projects and shall shepherd the requested action through all applicable procedures of the City Charter and Code, state and local ordinances and regulations, and the procedures and guidelines provided herein

6.1.2 Monitor Funds

Track and monitor the allocation and expenditure of Bond Proceeds, regardless of the entity responsible for the management and implementation of particular Projects

6.1.3 Liaison to Board

Serve as staff and liaison to Board; prepare agendas for Board meetings, facilitate and schedule presentations to the Board by Using Departments, Affiliated and Outside

Agencies or others, provide regular reports to the Board regarding the status, progress, and/or problems of Projects and Bond funding

6.1.4 Project Manager or Project Liaison

Shall assign staff to serve as Project Manager to oversee all aspects of Project implementation where the Using Department or Agency is a Client, or, where deemed appropriate by DCI Director, shall assign staff to serve as Project Liaison to facilitate and assist in Project implementation where Using Department or Agency is a Project Partner.

6.1.5 Participation of Clients

Maintain and encourage the meaningful participation of Clients in all appropriate phases of Projects.

6.1.6 Communications

Effectively communicate with Clients, Project Partners, Using Departments, Affiliated and Outside Agencies, elected officials, the community and others through the regular dissemination of reports, the conduct of progress meetings and other means

6.1.7 Determine Management Responsibility

Review preliminary Project information and evaluate and determine, based on the Scope of a given Project and the availability of required resources and expertise, which Projects are best managed by DCI wherein the Using Department, Affiliated and/or Outside Agency will serve as the Client and which are best managed by the Using Department, Affiliated and/or Outside Agency as a Project Partner with DCI providing oversight.

6.1.8 Consultants and Design Professionals

Supervise and/or manage the hiring of professional design and other project-related consultants as well as manage existing on-going contracts for professional design and other project-related consultant services utilized for the Projects. Supervise the work of professional design and other project-related consultants for Projects, unless delegated to a Using Department or Project Partner by the DCI Director.

6.1.9 Bidding and Award

Supervise and/or manage, with the assistance of the City's Purchasing Department, the bidding, evaluation of bids and the award of contracts for construction, furniture, fixtures and/or equipment for Projects.

6.1.10 Construction

Supervise and/or manage all phases of construction for physical capital improvements included within the Project Scope, unless delegated to a Project Partner by the DCI Director.

6.1.11 Equipment & Furnishings

Supervise and/or arrange for the delivery and acceptance of materials, equipment and furnishings included within the Project Scope, unless delegated to a Client or Project Partner by the DCI Director.

6.1.12 Record Documents

Secure, record and retain construction and post-construction documents, including as-

built drawings, in accordance with State and local regulations.

6.1.13 Project Cooperation Agreements (PCA's)

With the Law Department and others, as applicable, negotiate and draft Project Cooperation Agreements (PCA's) and subsequently administer such PCAs and the distribution of Bond Proceeds there under.

6.1.14 Capital Improvement Program Plan

Work with the Using Departments, Affiliated and Outside Agencies, City elected officials, the Board, community members and other stakeholders to, devise a comprehensive, long-term capital improvement plan for City, including, without limitation, an existing conditions assessment, the establishment of goals and objectives, the identification of implementation strategies, and the prioritization of same, for use as an effective tool in forecasting City needs for future funding and other resources relating to Bonds and capital improvements in general.

6.2 RESPONSIBILITIES OF USING DEPARTMENTS, CLIENTS, AFFILIATED AND OUTSIDE AGENCIES

The duties and responsibilities of Using Departments, Affiliated Agencies, and Outside Agencies shall vary according to the degree of supervision and participation warranted by the DCI Department, pursuant to the approval of the DCI Director, or City Commission, as applicable.

6.2.1 FOR CLIENTS - PROJECTS MANAGED BY DCI

For Projects or Sub-project directly managed and supervised by DCI, wherein the Using Department, Affiliated Agency or an Outside Agency sits as a Client of DCI, the duties and responsibilities of the Client shall include, but are not limited to, the following:

- a) Assign appropriate staff and designate a Project Liaison for each DCI-managed Project
- b) Provide a preliminary Scope of Work, objectives for the Project and such other information as may be requested by DCI, similar to that required in a Project Funding Request as defined in Section 7.5.5 herein;
- c) Serve as the lead entity during preliminary project planning and feasibility analysis phases of Project, especially in prioritizing Project elements and obtaining input from users and other stakeholders;
- d) Identify, obtain and manage other funding sources as may be needed to complete the Project according to the approved Scope;
- e) Advise DCI in a timely manner of all situations that arise and may affect the planned implementation of a Project, particularly those situations relating to funding, the Project site and its physical condition;
- f) Serve as primary liaison to the community: schedule, publicize and host community meetings as needed, respond to community requests for information;
- g) Provide information as requested by DCI on a timely basis and in the manner required by DCI for reporting and monitoring purposes, including the submittal of quarterly reports if deemed appropriate by DCI Director;

- h) Assist and provide input during consultant selection processes, during design phases, and in the evaluation of bids, particularly relating to priorities and key objectives of the Project's principal users';
- i) Assist in the preparation of Project-related documents for legislative and Board consideration, participate in hearings before the Board, City Commission and others if requested by DCI;
- j) Facilitate permitting if requested by DCI; and
- k) Participate in pre-construction and in-progress construction meetings as requested by DCI.

6.2.2 PROJECTS MANAGED BY USING DEPARTMENTS OR AFFILIATED AGENCIES AS PROJECT PARTNERS

For Projects or Sub-projects directly managed and supervised by a Using Department or Affiliated Agency, wherein DCI sits in a general oversight capacity regarding the use of Bond Proceeds and the progress of the Project or Sub-project, the duties and responsibilities of the Using Department or Affiliated Agency shall include, but are not limited to, those listed below.

- a) Assign appropriate staff, and identify the Project Manager, and Project liaison if other than the Project Manger, for each Project or Sub-project;
- b) Provide a preliminary Scope of Work, objectives for the Project or Sub-project and such other information as may be requested by DCI, similar to that required in a Project Funding Request as defined in Section 7.5.5 herein;
- c) Advise DCI in a timely manner of all situations that may arise and impact the planned implementation of a Project or Sub-project;
- d) Provide information as requested by DCI on a timely basis and in the manner required by DCI for reporting and monitoring purposes, including the submittal of quarterly reports if deemed appropriate by DCI Director;
- e) Effectively communicate with DCI through the regular dissemination of reports, the conduct of progress meetings and other means;
- f) Supervise and/or manage the hiring of professional design and other project-related consultants utilized for the Project or Sub-project;
- g) Supervise the work of professional design and other project-related consultants for the Project or Sub-project;
- h) Supervise and/or manage the bid process, evaluation of bids and the award of contracts for construction, furniture, fixtures and/or equipment for Project or Sub-project;
- i) Supervise and/or manage the delivery and acceptance of materials and equipment within the Project or Sub-project Scope;
- j) Prepare, and submit to DCI for review and comment or verification, Project-related documents for legislative and Board consideration, represent the Project or Sub-project in hearings before the Board, City Commission and others;
- k) Supervise and/or manage all phases of construction for physical capital improvements included within the Project or Sub-project Scope;

- l) Supervise and/or arrange the delivery and acceptance of materials and equipment included within the Project or Sub-project Scope;
- m) Secure, record and retain post-construction documents, including as-built drawings, and provide a copy to DCI, in accordance with State and local regulations; and
- n) If recommended by the DCI Director and approved by the City Commission, an Affiliated Agency shall enter into a PCA with the City to specify the terms and conditions for the use and expenditure of Bond Proceeds, the responsibilities of the parties, and other aspects as may be required.

6.2.3 RESPONSIBILITIES OF OUTSIDE AGENCIES AS PROJECT PARTNERS

The duties and responsibilities of a Project Partner that is an Outside Agency for a given Bond funded Project or Sub-project shall be as recommended by the DCI Director and approved by the City Commission under a PCA or other appropriate legal instrument.

6.3 RESPONSIBILITIES OF THE BOARD

Responsibilities the Board shall be as defined in City Code Chapter 2, Article XI, Division 14, as the same may be amended from time to time.

6.4 AUTHORITY OF THE CITY COMMISSION

The City Commission shall be the ultimate arbiter in matters pertaining to expenditures of Bond Proceeds, following receipt of recommendations from DCI Director and the Board, and considering factors enumerated in Sections 5.2 and 7.1 herein, among others. By adoption of these Guidelines by the City Manager, certain responsibilities of the City Manager under the City Code are delegated to the DCI Director and/or Board

7 PROCEDURAL GUIDELINES

7.1 CONSIDERATIONS

The parties responsible to review and comment or approve proposed clarifications, changes in scope, reallocations, or allocations to Projects shall critically evaluate and consider these factors pertaining to each request:

7.1.1 All Modifications to Named Projects:

- a) Adherence to the spirit and the intent of the Bond program;
- b) Public purpose of the existing Project and proposed modification, with no resulting, or only incidental, private benefit;
- c) Public input & support for the proposed modification;
- d) Justification for modification (physical need, legal mandate, cost reduction, service expansion, or revenue production);
- e) Standing of the proposed modification within the City's prioritization of capital improvement needs under its long term capital improvement program, or, in the

absence of such long term program, under the Mayor's stated goals and initiatives;

- f) Schedule for completion of the proposed project modification; and
- g) Synergy with other projects in area.

7.1.2 Project Reallocations

All Considerations in 7.1.1 above plus:

- a) Project identified as the source of funding for reallocation;
- b) Availability of replacement funds for source Project;
- c) Proximity between Projects; and
- d) Similarity of scope & purpose between Projects.

7.2 PROCEDURES FOR PROJECT CLARIFICATIONS

To effectuate a Project Clarification, that is, to verify and confirm a specific purpose or a physical element intended as part of a Named Project, DCI staff, the Using Department, or an Affiliated or Outside Agency shall submit a request to the DCI director outlining the nature of the clarification and shall include all available evidence from the public record, including departmental documents, and testimony from initial Bond program participants relating to the Scope. The DCI Director shall make final determination and interpretation of the Scope based on such evidence, and, if DCI Director deems appropriate, may seek input from the Board or City Commissioner(s) in his deliberations.

7.3 PROCEDURES FOR CHANGES IN SCOPE

7.3.1 Changes where Replacement Funds are Available

The DCI Director may approve any change in Scope, or portion thereof, for a Named Project or Sub-project where the Using Department, Affiliated or Outside Agency provides documentation that funds other than Bond Proceeds are available to accomplish the same Scope or the portion thereof. The process shall be as follows:

Step 1: Using Department or Agency prepares a written request for a Change in Scope for a Named Project which shall:

- identify the Named Project and the project element(s) to be modified and the amount of funds for each
- identify the proposed new project element(s) or modification and the amount of funds for each
- identify the source of funds by which the original Scope or project element(s) will be accomplished, including copies of relevant contracts, legislation and the like
- include verification of input from the Commissioner in whose District the Project is located

Step 2: DCI Director shall evaluate the request based on the considerations set in these Guidelines and approve or disapprove the requested change.

Step 3: DCI Director shall advise the Using Department or Agency and Board of

his/her decision.

7.3.2 Other Changes in Scope

The DCI Director or City Commission, as applicable, may permit a change in the Scope of a Project following these procedures:

Step 1. Using Department or Agency prepares a written request for a Change in Scope for a Named Project which shall:

- identify the Named Project and the project element(s) to be modified and the amount of funds for each, or, in the case of a previously unspecified Project, the Scope of Work and a line item budget
- identify the proposed new project element(s) or modification and the amount of funds for each
- provide justification for the Change in Scope
- include verification of input from the Commissioner in whose District the Project is located.
- analyze any change in the public purpose of the Project as a result of the proposed change in Scope.

Step 2: Using Department shall request DCI to schedule the matter before a duly noticed and advertised public meeting of the Board, and shall additionally advise residents in the vicinity of the Project, by electronic or regular mail, of the proposed Project modification and upcoming Board meeting at which it will be considered.

Step 3: The Using Department shall present the proposed modification to the Board for its comment and recommendation

Step 4. The DCI Director shall evaluate the request according to the Considerations enumerated herein, as well as the recommendation of the Board, and shall make an independent recommendation or finding regarding the request.

Step 5. For Change in Scope requests that require approval of the City Commission pursuant to applicable sections of the City Charter or Code, DCI shall prepare and present legislation, including recommendations from the Board and DCI Director, regarding such Change in Scope for the first reasonably available City Commission meeting. If requested by DCI Director, Using Department or Agency shall prepare and present said legislation for City Commission approval.

7.4 PROCEDURES FOR REALLOCATIONS

The DCI Director or City Commission, as applicable, may permit a change in the Scope of a Project following these procedures:

Step 1. Using Department or Agency prepares a written request for reallocation which shall:

- identify one or more existing Named Project(s) as the source of Bond Proceeds to be transferred,
- identify the proposed use and location where funds are requested to be applied,
- identify the justification for the reallocation
- include verification of input from each Commissioner whose Districts is

- affected by the reallocation
- analyze any change in the public purpose of the Project as a result of the charge in Scope.

Step 2. Using Department shall request DCI to schedule the matter before a duly noticed and advertised public meeting of the Board. The Using Department shall additionally advise residents in the vicinity of the Project or Projects, by electronic or regular mail, of the proposed funding reallocation and upcoming Board meeting at which it will be considered.

Step 3. Using Department shall present the proposed reallocation to the Board and the DCI Director shall present his/her recommendation on the matter. The Board shall evaluate the matter based on those presentations, the supporting documentation, comments, if any, from residents within the vicinity of the affected Project(s), and the Considerations enumerated herein, and shall render its recommendation.

Step 4. The DCI Director shall evaluate the request according to the Considerations enumerated herein, and formulate a recommendation.

Step 5. If required pursuant to City Charter and Code provisions, legislation shall be prepared on the matter and scheduled for the first reasonably available City Commission meeting. If the Board recommends in favor of the reallocation, then DCI shall prepare an ordinance to amend affected Bond Proceeds appropriations. If the Board does not recommend in favor of the reallocation, and the Using Department still wishes to affect the reallocation, then the Using Department shall prepare suitable legislative material and submit to DCI for subsequent placement on a City Commission Agenda.

7.5 USE BY AFFILIATED AND OUTSIDE AGENCIES

7.5.1 GENERAL

The Bond program was not conceived as a grant program; however, the City recognizes that the fulfillment of the program and the implementation of specific capital projects may, in certain circumstances, be best accomplished through a cooperative effort with Affiliated Agencies and/or Outside Agencies. The City will not solicit funding requests. With the exception of requests in progress as of the effective date of these Guidelines, DCI shall not accept requests for funding from Bond Proceeds.

As stated in Sections 1 and 5.1 herein, Projects for which Bond Proceeds are requested must be consistent with Ordinance No. 12137 and Resolution 02-1294 to the extent that they shall not require the creation of a new project until such time as interest earnings accrue and are available. Sub-projects may be created to accommodate such requests subject to the availability of funds within the related Named Project.

7.5.2 ALLOCATION BY CITY COMMISSION

The City Commission, in its sole discretion, may allocate Bond Proceeds to Affiliated and/or Outside Agencies for a specified public purpose improvement, subject to compliance with these Guidelines. All Projects must comply with the public use and dedication requirements disclosed in Section 5.2 of these Guidelines.

7.5.3 PROJECT ADMINISTRATION

Affiliated and Outside Agencies may be permitted to manage and administer specified Projects provided a written agreement, a PCA or other suitable instrument, is executed that specifies the terms and conditions for the use and expenditure of Bond Proceeds. Alternatively, the Affiliated or Outside Agency may allow DCI to conduct the Project on its behalf in partnership with the Agency, with or without the requirement for a formal agreement between the parties.

7.5.4 OWNERSHIP

Title to land acquired with Bond Proceeds shall vest with a Public Entity. Ownership of facilities constructed, improved and/or developed with Bond Proceeds shall vest with a Public Entity. Ownership of furnishings, fixtures or equipment acquired with Bond Proceeds shall vest with a Public Entity.

7.5.5 PROJECT FUNDING REQUEST

An Affiliated Agency or Outside Agency must submit a Project Funding Request that meets all the requirements of the City and these Guidelines and is supported by proper documentation. Proper documentation includes all documentation reasonably required by DCI Director or the Board to enable determination of Project costs, ultimate use and maintenance of the completed Project, and compliance with these Guidelines and applicable City regulations. Such documentation shall minimally include:

- Identification of the Affiliated and/or Outside Agency requesting the Project, the principal end users of the Project, and the requesting Agency's designated "Project Manager"
- Identification of the entity that is to manage and administer the capital improvement project, if other than the requesting agency
- A Completed Line Item Budget. The line item budget must be submitted with sufficient itemization of Project elements, and justifications for any pre-agreement costs for which the Agency requests reimbursement. The budget shall clearly identify those items for which Bond funding is required and those funded from other sources.
- Evidence of support for the Project from the Commissioner in whose District the Project is located
- Letter(s) of commitment for matching funds, if any.
- Projected schedule and completion date for the Project.
- Project location map.
- For development or construction Projects, evidence that the requesting Affiliated or Outside Agency has control of the site to be improved, and certification that said real property is public land under ownership of a governmental agency, or evidence of land tenure sufficient to satisfy the DCI Director that the Project complies with the requirements of Section 5.2 of these Guidelines.

- A resolution of the governing board of the Affiliated or Outside Agency, which at a minimum: (i) authorizes the execution of a PCA with the City; (ii) commits the Affiliated or Outside Agency to complete the Project; and (iii) as applicable, commits the Affiliated or Outside Agency to provide operating, maintenance and programming funds upon completion of the Project, to the extent allowed by law. If City funds are to be used only for initial, non-construction phases of a Project, the Agency shall provide all assurances deemed necessary by the City to ensure that the Project will be completed.

7.5.6 APPROVAL PROCEDURE FOR A COOPERATIVE PROJECT

Step 1: The DCI Director shall review the Project Funding Request and arrange to schedule the matter before a duly noticed and advertised public meeting of the Board.

Step 2: The Agency shall advise residents in the vicinity of the Project, by electronic or regular mail, of the proposed request and upcoming Board meeting at which it will be considered. Agency shall provide evidence of such notification to DCI upon request.

Step 3: The Agency and DCI shall present the request to the Board, and the DCI Director shall present his recommendation on the matter.

Step 4: The Board shall evaluate the matter based on those presentations, the supporting documentation, comments, if any, from residents within the vicinity of the affected Project(s), and the Considerations enumerated herein, and shall make its recommendation.

Step 5: DCI shall prepare and submit to the City Manager, for his review, comment and placement on the first available City Commission Agenda, a package of information regarding the request, including proposed terms of a PCA and the recommendations of both the Board and DCI Director.

Step 6: The City Commission shall, in its sole discretion, approve or not approve any Project Funding Request.

Step 7: If approved, DCI, with the City Attorney and others as appropriate shall negotiate with Agency and prepare a PCA as set forth in Section 7.5.8 below.

7.5.7 REVIEW BY CITY ATTORNEY AND BOND COUNSEL

The Project Funding Request and related PCA are further subject to the review and comment of the City Attorney and compliance with all requirements deemed appropriate by the City Attorney and under law, and, where the City Attorney deems appropriate, may include, without limitation, additional review by the City's Bond Counsel and compliance with provisions recommended by Bond Counsel.

7.5.8 PROJECT COOPERATION AGREEMENT

The City, through the DCI and/or office of the City Attorney, shall negotiate and prepare a PCA governing the duties and responsibilities of each party for implementation of a Cooperative Project and the distribution of Bond Proceeds by the City for that purpose.

Such PCA shall generally include, but is not limited to, terms and conditions such as the following:

- Limitations as to the use or reimbursement of Bond Proceeds for specific Project elements and/or phases, including any reservation of funds by DCI for the administration of the PCA
- Timelines for the use of Bond Proceeds and the completion of the Cooperative Project
- Requirements for regular reports on the status of the Project
- Administrative and/or other penalties for failure to comply with agreement terms
- Procurement, accounting and audit requirements governing the use of Bond Proceeds
- Provision that real property improved or acquired with Bond Proceeds shall remain accessible for the benefit and enjoyment of the public

7.5.9 INELIGIBLE COSTS

The following is a nonexclusive list of ineligible costs:

- *Grant Application costs.*
- *Ceremonial expenses.*
- *Expenses for publicity.*
- *Bonus payments of any kind.*
- *Charges in excess of the lowest responsive and responsible bid or proposal in accordance with the governing rules and procedures of the Project Partner, when the law requires the Project Partner to utilize competitive selection.*
- *Charges for deficits or overdrafts.*
- *Charges incurred contrary to the policies and practices of the Project Partner.*
- *Interest expense.*
- *Litigation expenses or judgments, except for those awards resulting from an eminent domain taking.*
- *The cost of services, material or equipment obtained under any other program.*
- *Costs of discounts not taken.*
- *The cost of purchasing a non-refundable option when acquiring land.*

7.5.10 NON-COMPLIANCE

a) Actions

If a Project Partner materially fails to comply with any term of an award and/or PCA, the DCI Director may take one or more of the following actions, as appropriate in the circumstances, notwithstanding the provisions of a PCA to the contrary:

- Temporarily withhold cash payments pending correction of the deficiency by the Project Partner.
- Disallow all or part of the cost of the activity or action not in compliance.
 - Wholly or partly suspend or terminate the current award for the Project Partner's program.
 - Withhold further Bond Proceed awards from the Project Partner, or
 - Take other remedies that may be legally available.

b) Payment During Non-Compliance

Costs of Project Partner resulting from obligations incurred by the Project Partner during a suspension or after termination of an award are not allowable unless the City, through the DCI Director, expressly authorizes them in the notice of suspension or termination or subsequently authorizes them in writing. Other Project Partner costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by the Project Partner before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are noncancelable; and
- The costs would be allowable if the award were not suspended or if the award expired normally at the end of the funding period in which the termination takes effect.

8 INTERPRETATION; ADMINISTRATION

The DCI Director shall be authorized to interpret the provisions of these Guidelines on behalf of the City and his/her interpretation of any matters governed hereby shall be final. The City Manager shall be authorized to amend these administrative rules, subject to applicable law.

Staff of DCI shall be authorized and required to administer Bond program consistent with the Ordinance and these Guidelines.

HOMELAND DEFENSE AND NEIGHBORHOOD IMPROVEMENT BOND PROGRAM

ADMINISTRATIVE GUIDELINES & PROCEDURES

1 BACKGROUND:

On November 13, 2001, the voters of the City of Miami (the "City") approved by referendum the City's issuance of \$255 million in limited ad valorem tax general obligation bonds for homeland security, neighborhood improvements, capital projects and infrastructure improvements, the "Homeland Defense/~~neighborhood~~Neighborhood Improvement Bonds" (the "Bonds"). This referendum was approved after several public hearings before the City Commission and a vigorous public information campaign, wherein representations were made to the electorate as to the specific purposes and location for the expenditure of Bond proceeds. On August 8, 2002, the first series of the Bonds was issued in the aggregate principal amount of \$153,186.85. Such bonds were ~~issues~~issued as tax exempt.

Authorization to seek voter approval was provided under Ordinance No. 12137, which also provided for an initial allocation of future Bond funds to specified Projects. Such allocations were further clarified under Resolution No. 02-1294. Upon the recommendation of bond counsel, these policies, guidelines and procedures (collectively, the "guidelinesGuidelines") are promulgated to provide guidance in the expenditure of Bond ~~Proceees~~Proceeds so as to better assure the successful outcome of the bond and capital improvement program.

2 PURPOSE:

The City Manager has adopted and put in place these administrative guidelines and procedures in order to:

- Define processes and procedures for the management of Bond-funded Projects by the Capital Improvements Department and to identify specific duties and responsibilities of other entities involved in the implementation of those Projects;
- Define processes and procedures and assign responsibilities to affect clarifications and changes in scope to Bond-funded Projects;
- Define processes and procedures and assign responsibilities to permit reallocation of Bond Proceeds from one Bond-funded Project to another;
- Define guidelines and procedures for the allocation and use of Bond Proceeds by affiliated and outside agencies; and
- To assist the City, in complying with the federal tax law requirements applicable to the expenditure of tax-exempt Bond Proceeds.

3 SCOPE:

These policies, guidelines and procedures shall apply to all Projects funded at present or in the future from Bond Proceeds.

4 DEFINITIONS

- **Affiliated Agencies:** shall mean those agencies created by the City that report to a board other than the City Commission, including, but not limited to, the Downtown Development Authority, the Model Cities Trust, Bayfront Park Trust, Miami Community Redevelopment Agency, Virginia Key Beach Park Trust, that may initiate and ultimately manage or be the principal user of a completed Project or Sub-project. An Affiliated Agency may serve either as a Client or Project Partner in the process of implementing a Project or Sub-project.
- **Agency:** shall mean both an Affiliated or Outside Agency as defined in the Guidelines.
- **Allocation:** shall mean the amount of Bond Proceeds funds-identified for a given Project or Sub-Project, site and/or purpose.
- **Board:** shall mean the City's Homeland Defense/Neighborhood improvements Bond program oversight Board created pursuant to Ordinance 12177, as amended.
- **Bond Proceeds:** shall mean the net proceeds of the Bonds plus interest earnings thereon.
- **Bond Resolution Legislation:** shall mean Resolution No. 02—797 ~~adopted~~adopted by the City Commission on July 9, 2002, together with Ordinance No. 12197 enacted by the City Commission on October 11, 2001.
- **Change in Scope:** shall mean a modification to the scope of a Named Project as delineated in Ordinance No. 12137 and Resolution No. 02-1294, or the provision of a Scope of Work for a previously unspecified Project.
- **Client:** shall mean a Using Department, Affiliated or Outside Agency that has initiated a Project and/or will be the principal end user of a given Project, and the implementation of that Project is directly supervised and managed by DCI. Example: the Parks and Recreation Department would serve as the Client in the implementation of a Sub-project wherein DCI will design and construct renovations to a recreation building in Virrick Park.
- **Cooperative Project:** shall mean a capital improvement project undertaken by ~~or~~ on behalf of, or under the supervision of an Affiliated or Outside Agency utilizing Bond funds.Proceeds.
- **DCI:** shall mean the entity operating as the City's Department of Capital Improvements, or that has, by direction of or delegation by the City Manager, the authority and responsibility to manage the capital improvement program of the City.
- **Named Project:** shall mean the specified location and purpose for the use of Bond funds provided in Resolution No. 02-1294. For the purposes of this document, Projects entitled "District x – Quality of Life Improvements" are "Named Projects."
- **Outside Agencies:** shall mean any entity within the private sector or any governmental jurisdiction other than the City and its Affiliated Agencies that may initiate and ultimately manage or be the principal user of a completed Project or Sub-project. An Outside Agency may serve either as a Client or Project Partner in the process of implementing a Project or Sub-project.
- **Project:** shall mean a capital improvement project funded or to be funded from ~~Bond~~ Proceeds as initially identified under Ordinance No. 12137 and Resolution No. 02-1294, and as may be subsequently identified to receive such funds by action of the City. The term Project or Projects may include "Sub-projects" as hereinafter defined.

- *Project Clarification*: shall mean an explanation or elucidation as to the intended Scope Of Work, equipment, and/or physical elements to be included in a Named Project.
- *Project Cooperation Agreement*: (“PCA”) shall mean the agreement between the City and an Affiliated or Outside Agency that specifies the terms and conditions for the use and expenditure of Bond Proceeds, the responsibilities of the parties, and other aspects as may be required.
- *Project Manager*: shall mean the individual responsible for the day-to-day supervision of the implementation of a Project.
- *Project Partner*: shall mean a Using Department, Affiliated Agency or Outside Agency approved by either the DCI Director or City Commission, as applicable, to receive and expend Bond Proceeds and to directly manage the administration and implementation of a given Project or Sub-project, its related consultants, construction and other processes, with oversight from DCI as generally provided in a Project Cooperation Agreement or other suitable instrument. Example: the Fire-Rescue Department, with DCI Director approval, would serve as a Project Partner in the implementation of a Project or Sub-project to purchase hazardous material gear, and would receive only fiscal oversight from DCI.
- *Public Agency Entity*: shall mean a unit, agency, department or subsidiary of federal, state, local, or municipal government.
- *Reallocation*: shall mean the reduction of Bond Proceeds from one or more Named Projects and the transfer of those monies to another Project.
- *Scope*: or sometimes *Scope Of Work*, shall mean the description of the Project or Sub-project, in narrative or outline form, detailing the project’s location, its phases, specific actions to be performed, construction elements, physical improvements, items of equipment, and/or building, park or infrastructure components to be modified or improved, and/or lands to be acquired, developed or redeveloped as part of the execution of a Project
- *Sub-project*: shall mean a defined and distinct *Scope Of Work* for a specific site or sites created or designated within a larger or major Named Project. Examples: Cuban Memorial Linear Park is a Sub-project of the District 3 Quality of Life Improvements Project, and, swimming pool improvements at Curtis Park is a Sub-project of the Neighborhood Park Improvement and Acquisition Project.
- *Using Department*: shall mean the department or office of the City that initiates or participates in the administration and implementation of the capital project process, and will subsequently manage, maintain and/or be the principal user of the completed improvement. Using Departments may serve either as a Client or Project Partner in the process of implementing a Project or Sub-project, with approval of DCI Director.

5 LIMITATIONS ON USE OF BONDS

5.1 New Projects

Given the public hearings, community outreach, voter referendum and legislative history of the Bond program and listing of projects identified, described and publicized prior to voter approval, except for Sub-projects funded under an existing Named Project, such as a “District Quality of Life Improvement” project, there shall be no new projects funded from Bond

Proceeds, until such time as interest earnings accrue and are made available pursuant to applicable requirements of the Bond resolution Legislation, the issue prospectus, and the City Charter and Code. The City Commission shall make the final determination as to the expenditure of any Bond Proceeds for any Project contemplated herein.

5.2 Public Use and Dedication

Land and facilities acquired, developed, improved or rehabilitated by Bond Proceeds shall be dedicated and maintained in perpetuity for the benefit of the general public, and there shall be no resulting, or only incidental, private benefit. All sites and/or facilities receiving the benefit of Bond funds Proceeds shall be open and/or accessible to the public at reasonable times and shall be managed in a safe and attractive manner appropriate for public use. Equipment acquired through Bond funds Proceeds shall be used for a bona fide public purpose, and there shall be no resulting, or only incidental, private benefit.

Bond funds Proceeds for the purposes of development, improvement, rehabilitation or restoration shall be expended for those purposes only on lands owned by the City, an Affiliated Agency, or a by Public Agency that is a Client or Project Partner, or on lands for which the City, -Client (that is a public entity) or Project Partner holds a lease or other long term use agreement. Such lease or other use agreement must be for an unexpired term of at least 25 years. The Client or Project Partner may demonstrate the eligibility of the Project to the reasonable satisfaction of the City, through a joint ownership, use, franchise or other agreement, evidencing that the lands and/or the Project will be utilized for the public benefit (with no resulting, or only incidental/incidental, private benefit), consistent with the -tax-exempt status of the Bonds and the requirements of Florida law, -, for a term of at least 25 years in duration. A lease or use agreement for a site or facility to be improved with Bond funds Proceeds may not be revocable at will.

6 GENERAL BOND PROJECT ADMINISTRATION

Unless otherwise approved by the DCI Director or by the City Commission, as applicable, all Projects funded by the Bonds and/or Bond Proceeds are to be administered by the DCI.

6.1 RESPONSIBILITIES OF DCI

The DCI is the City department charged with the primary responsibility for the management of the Bond program and Projects or Sub-projects funded thereunder. In this capacity, DCI shall undertake the following activities:

6.1.1 Direction & Management

Receive direction from the City Manager, Mayor and the City -Commission with regard to Projects or proposed Projects and shall shepherd the requested action through all applicable procedures of the City Charter and Code, state and local ordinances and regulations, and the procedures and guidelines provided herein

6.1.2 Monitor Funds

Track and monitor the allocation and expenditure of Bond Proceeds, regardless of the entity responsible for the management and implementation of particular Projects

6.1.3 Liaison to Board

Serve as staff and liaison to Board; prepare agendas for Board meetings, facilitate and schedule presentations to the Board by Using Departments, Affiliated and Outside

Agencies or others, provide regular reports to the Board regarding the status, progress, and/or problems of Projects and Bond funding

6.1.4 Project Manager or Project Liaison

Shall assign staff to serve as Project Manager to oversee all aspects of Project implementation where the Using Department or Agency is a Client, or, where deemed appropriate by DCI Director, shall assign staff to serve as Project Liaison to facilitate and assist in Project implementation where Using Department or Agency is a Project Partner.

6.1.46.1.5 Participation of Clients

Maintain and encourage the meaningful participation of Clients in all appropriate phases of Projects.

6.1.56.1.6 Communications

Effectively communicate with Clients, Project Partners, Using Departments, Affiliated and Outside Agencies, elected officials, the community and others through the regular dissemination of reports, the conduct of progress meetings and other means

6.1.66.1.7 Determine Management Responsibility

Review preliminary Project information and evaluate and determine, based on the Scope of a given Project and the availability of required resources and expertise, which Projects are best managed by DCI wherein the Using Department, Affiliated and/or Outside Agency will serve as the Client and which are best managed by the Using Department, Affiliated and/or Outside Agency as a Project Partner with DCI providing oversight.

6.1.76.1.8 Consultants and Design Professionals

Supervise and/or manage the hiring of professional design and other project-related consultants as well as manage existing on-going contracts for professional design and other project-related consultant services utilized for the Projects. Supervise the work of professional design and other project-related consultants for Projects, unless delegated to a Using Department or Project Partner by the DCI Director.-

6.1.86.1.9 Bidding and Award

Supervise and/or manage, with the assistance of the City's Purchasing Department, the bidding, evaluation of bids and the award of contracts for construction, furniture, fixtures and/or equipment for Projects.

6.1.96.1.10 Construction

Supervise and/or manage all phases of construction for physical capital improvements included within the Project Scope, unless delegated to a Project Partner by the DCI Director.

6.1.106.1.11 Equipment & Furnishings

Supervise and/or arrange for the delivery and acceptance of materials, equipment and furnishings included within the Project Scope, unless delegated to a Client or Project Partner by the DCI Director.

6.1.146.1.12 Record Documents

Secure, record and retain construction and post-construction documents, including as-

built drawings, in accordance with State and local regulations.

6.1.126.1.13 Project Cooperation Agreements (PCA's)

With the Law Department and others, as applicable, negotiate and draft Project Cooperation Agreements (PCA's) and subsequently administer such PCAs and the distribution of Bond Proceeds there under.

6.1.136.1.14 Capital Improvement Program Plan

Work with the Using Departments, Affiliated and Outside Agencies, City elected officials, the Board, community members and other stakeholders to-, devise a comprehensive, long-term capital improvement plan for City, including, without limitation, an existing conditions assessment, the establishment of goals and objectives, the identification of implementation strategies, and the prioritization of same, for use as an effective tool in forecasting City needs for future funding and other resources relating to Bonds and capital improvements in general.

6.2 RESPONSIBILITIES OF USING DEPARTMENTS, CLIENTS, AFFILIATED AND OUTSIDE AGENCIES

The duties and responsibilities of Using Departments, Affiliated Agencies, and Outside Agencies shall vary according to the degree of supervision and participation warranted by the DCI Department, pursuant to the approval of the DCI Director, or City Commission, as applicable.

6.2.1 FOR CLIENTS - PROJECTS MANAGED BY DCI

For Projects or Sub-project directly managed and supervised by DCI, wherein the Using Department, Affiliated Agency or an Outside Agency sits as a Client of DCI, the duties and responsibilities of the Client shall include, but are not limited to, the following:

- a) Assign appropriate staff and designate a Project ~~liaison~~ Liaison for each DCI-managed Project
- b) Provide a preliminary Scope of Work, objectives for the Project and such other information as may be requested by DCI, similar to that required in a Project Funding Request as defined in Section 7.5.5 herein;
- c) Serve as the lead entity during preliminary project planning and feasibility analysis phases of Project, especially in prioritizing Project elements and obtaining input from users and other stakeholders;
- d) Identify, obtain and manage other funding sources as may be needed to complete the Project according to the approved Scope;
- e) Advise DCI in a timely manner of all situations that arise and may affect the planned implementation of a Project, particularly those situations relating to funding, the Project site and its physical condition;
- f) Serve as primary liaison to the community: schedule, publicize and host community meetings as needed, respond to community requests for information;
- g) Provide information as requested by DCI on a timely basis and in the manner required by DCI for reporting and monitoring purposes, including the submittal of quarterly reports if deemed appropriate by DCI Director;

- h) Assist and provide input during consultant selection processes, during design phases, and in the evaluation of bids, particularly relating to priorities and key objectives of the Project's principal users';
- i) Assist in the preparation of Project-related documents for legislative and Board consideration, participate in hearings before the Board, City Commission and others if requested by DCI;
- j) Facilitate permitting if requested by DCI; and
- k) Participate in pre-construction and in-progress construction meetings as requested by DCI.

6.2.2 PROJECTS MANAGED BY USING DEPARTMENTS OR AFFILIATED AGENCIES AS PROJECT PARTNERS

For Projects or Sub-projects directly managed and supervised by a Using Department or Affiliated Agency, wherein DCI sits in a general oversight capacity regarding the use of Bond Proceeds and the progress of the Project or Sub-project, the duties and responsibilities of the Using Department or Affiliated Agency shall include, but are not limited to, ~~the following:~~ those listed below.

- a) Assign appropriate staff, and identify the Project Manager, and Project liaison if other than the ~~project~~ Project Manger, for each Project or Sub-project;
- b) Provide a preliminary Scope of Work, objectives for the Project or Sub-project and such other information as may be requested by DCI, similar to that required in a Project Funding Request as defined in Section 7.5.5 herein;
- c) Advise DCI in a timely manner of all situations that may arise and impact the planned implementation of a Project or Sub-project;
- d) Provide information as requested by DCI on a timely basis and in the manner required by DCI for reporting and monitoring purposes, including the submittal of quarterly reports if deemed appropriate by DCI Director;
- e) Effectively communicate with DCI through the regular dissemination of reports, the conduct of progress meetings and other means;
- f) Supervise and/or manage the hiring of professional design and other project-related consultants utilized for the Project or Sub-project;
- g) Supervise the work of professional design and other project-related consultants for the Project or Sub-project;
- h) Supervise and/or manage the bid process, evaluation of bids and the award of contracts for construction, furniture, fixtures and/or equipment for Project or Sub-project;
- i) Supervise and/or manage the delivery and acceptance of materials and equipment within the Project or Sub-project Scope;
- j) Prepare, and submit to DCI for review and comment or verification, Project-related documents for legislative and Board consideration, represent the Project or Sub-project in hearings before the Board, City Commission and others;
- k) Supervise and/or manage all phases of construction for physical capital improvements included within the Project or Sub-project Scope;

- l) Supervise and/or arrange the delivery and acceptance of materials and equipment included within the Project or Sub-project Scope;
- m) Secure, record and retain –post-construction documents, including as-built drawings, and provide a copy to DCI, in accordance with State and local regulations; and
- n) If recommended by the DCI Director and approved by the City Commission, an Affiliated Agency shall enter into a ~~Project Cooperation Agreement~~ PCA with the City to ~~specifies~~ specify the terms and conditions for the use and expenditure of Bond Proceeds, the responsibilities of the parties, and other aspects as may be required.

6.2.3 RESPONSIBILITIES OF OUTSIDE AGENCIES AS PROJECT PARTNERS

The duties and responsibilities of a Project Partner that is an Outside Agency for a given Bond funded Project or Sub-project shall be as recommended by the DCI Director and approved by the City Commission under a PCA or other appropriate legal instrument.

6.3 RESPONSIBILITIES OF THE BOARD

Responsibilities the Board shall be as defined in City Code Chapter 2, Article XI, Division 14, as the same may be amended from time to time.

6.4 AUTHORITY OF THE CITY COMMISSION

The City Commission shall be the ultimate arbiter in matters pertaining to expenditures of Bond Proceeds, following receipt of recommendations from DCI Director and the Board, and considering factors enumerated in ~~Section 5.2~~ Sections 5.2 and 7.1 herein, among others. By adoption of these Guidelines by the City Manager, certain responsibilities of the City Manager under the City Code are delegated to the DCI Director and/or Board

7 PROCEDURAL GUIDELINES

7.1 CONSIDERATIONS

The parties responsible to review and comment or approve proposed clarifications, changes in scope, reallocations, or allocations to ~~Outside Agencies~~ Projects shall critically evaluate and consider these factors pertaining to each request:

7.1.1 All Modifications to Named Projects:

- a) Adherence to the spirit ~~and the intent~~ intent of the Bond program;
- b) Public purpose of the existing Project and proposed modification, with no resulting, or only incidental, private benefit;
- c) Public input & support for the proposed modification;
- d) Justification for modification (physical need, legal mandate, cost reduction, service expansion, or revenue production);
- e) Standing of the proposed modification within the City's prioritization of capital improvement needs under its long term capital improvement program, or, in the

absence of such long term program, under the Mayor's stated goals and initiatives;

- f) Schedule for completion of the proposed project modification; and
- g) Synergy with other projects in area.

7.1.2 Project Reallocations

All Considerations in 7.1.1 above plus:

- a) Project identified as the source of funding for reallocation;
- b) Availability of replacement funds for source Project;
- c) Proximity between Projects; and
- d) Similarity of scope & purpose between Projects.

7.2 PROCEDURES FOR PROJECT CLARIFICATIONS

To effectuate a Project Clarification, that is, to verify and confirm a specific purpose or a physical element intended as part of a Named Project, DCI staff, the Using Department, or an Affiliated or Outside Agency shall submit a request to the DCI director outlining the nature of the clarification and shall include all available evidence from the public record, including departmental documents, and testimony from initial Bond program participants relating to the Scope. The DCI Director shall make final determination and interpretation of the Scope based on such evidence, and, if DCI Director deems appropriate, may seek input from the Board or City Commissioner(s) in his deliberations.

7.3 PROCEDURES FOR CHANGES IN SCOPE

7.3.1 Changes where Replacement Funds are Available

The DCI Director may approve any change in Scope, or portion thereof, for a Named Project or Sub-project where the Using Department, Affiliated or Outside Agency provides documentation that funds other than Bond Proceeds are available to accomplish the same Scope or the portion thereof. The process shall be as follows:

Step 1: Using Department or Agency prepares a written request for a Change in Scope for a Named Project which shall:

- identify the Named Project and the project element(s) to be modified and the amount of funds for each
- identify the proposed new project element(s) or modification and the amount of funds for each
- identify the source of funds by which the original Scope or project element(s) will be accomplished, including copies of relevant contracts, legislation and the like
- include verification of input from the Commissioner in whose District the Project is located

Step 2: DCI Director shall evaluate the request based on the considerations set in these Guidelines and approve or disapprove the requested change.

Step 3: DCI Director shall advise the Using Department or Agency and Board of

his/her decision.

7.3.2 Other Changes in Scope

The DCI Director or City Commission, as applicable, may permit a change in the Scope of a Project following these procedures:

Step 1. Using Department or Agency prepares a written request for a Change in Scope for a Named Project which shall:

- identify the Named Project and the project element(s) to be modified and the amount of funds for each, or, in the case of a previously unspecified Project, the Scope of Work and a line item budget
- identify the proposed new project element(s) or modification and the amount of funds for each
- provide justification for the Change in Scope
- include verification of input from the Commissioner in whose District the Project is located.
- analyze any change in the public purpose of the Project as a result of the proposed change in Scope.

Step 2: Using Department shall request DCI to schedule the matter before a duly noticed and advertised public meeting of the Board, and shall additionally advise residents in the vicinity of the Project, by electronic or regular mail, of the proposed Project modification and upcoming Board meeting at which it will be considered.

Step 3: The Using Department shall present the proposed modification to the Board for its comment and recommendation

Step 4. The DCI Director shall evaluate the request according to the Considerations enumerated herein, as well as the recommendation of the Board, and shall make an independent recommendation or finding regarding the request.

Step 5. For Change in Scope requests that require approval of the City Commission pursuant to applicable sections of the City Charter or Code, DCI shall prepare and present legislation, including recommendations from the Board and DCI Director, regarding such Change in Scope for the first reasonably available City Commission meeting. If requested by DCI Director, Using Department or Agency shall prepare and present said legislation for City Commission approval.

7.4 PROCEDURES FOR REALLOCATIONS

The DCI Director or City Commission, as applicable, may permit a change in the Scope of a Project following these procedures:

Step 1. Using Department or Agency prepares a written request for reallocation which shall:

- identify one or more existing Named Project(s) as the source of Bond Proceeds to be transferred,
- identify the proposed use and location where funds are requested to be applied,
- identify the justification for the reallocation
- include verification of input from each Commissioner whose Districts is

affected by the reallocation

- analyze any change in the public purpose of the Project as a result of the charge in Scope.

Step 2. Using Department shall request DCI to schedule the matter before a duly noticed and advertised public meeting of the Board. The Using Department shall additionally advise residents in the vicinity of the Project or Projects, by electronic or regular mail, of the proposed funding reallocation and upcoming Board meeting at which it will be considered.

Step 3. Using Department shall present the proposed reallocation to the Board and the DCI Director shall present his/her recommendation on the matter. The Board shall evaluate the matter based on those presentations, the supporting documentation, comments, if any, from residents within the vicinity of the affected Project(s), and the Considerations enumerated herein, and shall render its recommendation.

Step 4. The DCI Director shall evaluate the request according to the Considerations enumerated herein, and formulate a recommendation.

Step 5. If required pursuant to City Charter and Code provisions, legislation shall be prepared on the matter and scheduled for the first reasonably available City Commission meeting. If the Board recommends in favor of the reallocation, then DCI shall prepare an ordinance to amend affected Bond Proceeds appropriations. If the Board does not recommend in favor of the reallocation, and the Using Department still wishes to affect the reallocation, then the Using Department shall prepare suitable legislative material and submit to DCI for subsequent placement on a City Commission Agenda.

7.5 USE BY AFFILIATED AND OUTSIDE AGENCIES

7.5.1 GENERAL

The Bond program was not conceived as a grant program; however, the City recognizes that the fulfillment of the program and the implementation of specific capital projects may, in certain circumstances, be best accomplished through a cooperative effort with Affiliated Agencies and/or Outside Agencies. The City will not solicit funding requests. With the exception of requests in progress as of the effective date of these Guidelines, DCI shall not accept requests for funding from Bond Proceeds.

As stated in Sections 1 and 5.1 herein, Projects for which Bond Proceeds are requested must be consistent with Ordinance No. 12137 and Resolution 02-1294 to the extent that they shall not require the creation of a new project until such time as interest earnings accrue and are available. Sub-projects may be created to accommodate such requests subject to the availability of funds within the related Named Project.

7.5.2 ALLOCATION BY CITY COMMISSION

The City Commission, in its sole discretion, may allocate Bond Proceeds to Affiliated and/or Outside Agencies for a specified public purpose improvement, subject to compliance with these Guidelines. All Projects must comply with the public use and dedication requirements disclosed in Section 5.2 of these Guidelines.

7.5.3 PROJECT ADMINISTRATION

Affiliated and Outside Agencies may be permitted to manage and administer specified Projects provided a written agreement, a PCA –or other suitable instrument, is executed that specifies the terms and conditions for the use and expenditure of Bond Proceeds. Alternatively, the Affiliated or Outside Agency may allow DCI to conduct the Project on its behalf in partnership with the Agency, with or without the requirement for a formal agreement between the parties.

7.5.4 OWNERSHIP

Title to land acquired with Bond Proceeds shall vest with a Public Agency.~~Entity.~~ Ownership of facilities constructed, improved and/or developed with Bond Proceeds shall vest with a Public Agency.~~Entity.~~ Ownership of furnishings, fixtures or equipment acquired with Bond Proceeds shall vest with a Public Agency.~~Entity.~~

7.5.5 PROJECT FUNDING REQUEST

An Affiliated Agency or Outside Agency must submit a Project Funding Request that meets all the requirements of the City and these ~~rules~~Guidelines and is supported by proper documentation. Proper documentation includes all documentation reasonably required by DCI Director or the Board to enable determination of Project costs, ultimate use and maintenance of the completed Project, and compliance with these Guidelines and applicable City regulations. Such documentation shall minimally include:

- Identification of the Affiliated and/or Outside Agency requesting the Project, the principal end users of the Project, and the requesting Agency’s designated “Project Manager”
- Identification of the entity that is to manage and administer the capital improvement project, if other than the requesting agency
- A Completed Line Item Budget. The line item budget must be submitted with sufficient itemization of Project elements, and justifications for any pre-agreement costs for which the Agency requests reimbursement. The budget shall clearly identify those items for which Bond funding is required and those funded from other sources.
- Evidence of support for the Project from the Commissioner in whose District the Project is located
- Letter(s) of commitment for matching funds, if any.
- Projected schedule and completion date for the Project.
- Project location map.
- For development or construction Projects, evidence that the requesting Affiliated or Outside Agency has control of the site to be improved, and certification that said real property is public land under ownership of a governmental agency, or evidence of land tenure sufficient to satisfy the DCI Director that the Project complies with the requirements of Section 5.2 of these Guidelines.

- A resolution of the governing board of the Affiliated or Outside Agency, which at a minimum: (i) authorizes the execution of a PCA with the City; (ii) commits the Affiliated or Outside Agency to complete the Project; and (iii) as applicable, commits the Affiliated or Outside Agency to provide operating, maintenance and programming funds upon completion of the Project, to the extent allowed by law. If City funds are to be used only for initial, non-construction phases of a Project, the Agency shall provide all assurances deemed necessary by the City to ensure that the Project will be completed.

7.5.6 APPROVAL PROCEDURE FOR A COOPERATIVE PROJECT

Step 1: The DCI Director shall review the Project Funding Request and arrange to schedule the matter before a duly noticed and advertised public meeting of the Board.

Step 2: The Agency shall advise residents in the vicinity of the Project, by electronic or regular mail, of the proposed request and upcoming Board meeting at which it will be considered. Agency shall provide evidence of such notification to DCI upon request.

Step 3: The Agency and DCI shall present the request to the Board, and the DCI Director shall present his recommendation on the matter.

Step 4: The Board shall evaluate the matter based on those presentations, the supporting documentation, comments, if any, from residents within the vicinity of the affected Project(s), and the Considerations enumerated herein, and shall make its recommendation.

Step 5: DCI shall prepare and submit to the City Manager, for his review, comment and placement on the first available City Commission Agenda, a package of information regarding the request, including proposed terms of a PCA and the recommendations of both the Board and DCI Director.

Step 6: The City Commission shall, in its sole discretion, approve or not approve any Project Funding Request.

Step 7: If approved, DCI, with the City Attorney and others as appropriate shall negotiate with Agency and prepare a PCA as set forth in Section 7.5.8 below.

7.5.7 REVIEW BY CITY ATTORNEY AND BOND COUNSEL

The Project Funding Request and related PCA are further subject to the review and comment of the City Attorney and compliance with all requirements deemed appropriate by the City Attorney and under law, and, where the City Attorney deems appropriate, may include, without limitation, additional review by the City's Bond Counsel and compliance with provisions recommended by Bond Counsel.

7.5.7.5.8 PROJECT COOPERATION AGREEMENT

The City, through the DCI and/or office of the City Attorney, shall negotiate and prepare a PCA governing the duties and responsibilities of each party for implementation of a Cooperative Project and the distribution of Bond Proceeds by the City for that purpose.

Such PCA shall generally include, but is not limited to, terms and conditions such as the following:

- ◆◆ Limitations as to the use or reimbursement of Bond Proceeds for specific Project elements and/or phases, including any reservation of funds by DCI for the administration of the PCA
- ◆◆ Timelines for the use of Bond Proceeds and the completion of the Cooperative Project
- ◆◆ Requirements for regular reports on the status of the Project
- ◆◆ Administrative and/or other penalties for failure to comply with agreement terms
- ◆◆ Procurement, accounting and audit requirements governing the use of Bond Proceeds
- ◆◆ Provision that real property improved or acquired with Bond proceeds Proceeds shall remain accessible for the benefit and enjoyment of the public

7.67.5.9 INELIGIBLE COSTS

The following is a nonexclusive list of ineligible costs:

- *Grant Application costs.*
- *Ceremonial expenses.*
- *Expenses for publicity.*
- *Bonus payments of any kind.*
- *Charges in excess of the lowest responsive and responsible bid or proposal in accordance with the governing rules and procedures of the Project Partner, when the law requires the Project Partner to utilize competitive selection.*
- *Charges for deficits or overdrafts.*
- *Charges incurred contrary to the policies and practices of the Project Partner.*
- *Interest expense.*
- *Litigation expenses or judgments, except for those awards resulting from an eminent domain taking.*
- *The cost of services, material or equipment obtained under any other program.*
- *Costs of discounts not taken.*
- *The cost of purchasing a non-refundable option when acquiring land.*

7.77.5.10 NON-COMPLIANCE

7.7.1a) Actions

If a Project Partner materially fails to comply with any term of an award and/or PCA, the DCI Director may take one or more of the following actions, as appropriate in the circumstances, notwithstanding the provisions of a PCA to the contrary:

- Temporarily withhold cash payments pending correction of the deficiency by the Project Partner.
- Disallow all or part of the cost of the activity or action not in compliance.
 - Wholly or partly suspend or terminate the current award for the Project Partner's program.
 - Withhold further Bond ~~fund~~Proceed awards from the Project Partner, or
 - Take other remedies that may be legally available.

7.7.2 Board Hearing

~~Notwithstanding the provisions of a PCA to the contrary, if any of the enforcement actions listed above are contested by the Project Partner and remain unresolved for more than thirty days after such action was taken, the Project Partner and DCI Director will have the opportunity to present the matter to the Board at a duly noticed and advertised public meeting. Said hearing will occur within sixty days of the Board receiving a written request from the Project Partner. If required pursuant to applicable sections of the City Charter and Code, legislation shall be prepared on the matter and scheduled for the first reasonably available City Commission meeting and shall contain the recommendation of the Board and the DCI Director.~~

7.7.3b) Payment During Non-Compliance

Costs of Project Partner resulting from obligations incurred by the Project Partner during a suspension or after termination of an award are not allowable unless the City, through the DCI Director, expressly authorizes them in the notice of suspension or termination or subsequently authorizes them in writing. Other Project Partner costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by the Project Partner before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are noncancelable; and
- The costs would be allowable if the award were not suspended or if the award expired normally at the end of the funding period in which the termination takes effects.

a)8 INTERPRETATION; ADMINISTRATION

~~The DCI Director shall be authorized to interpret the provisions of these administrative rulesGuidelines on behalf of the CommissionCity and its~~his/her~~ interpretation of any matters governed hereby shall be final. The BoardCity Manager shall be authorized to amend these administrative rules, by majority vote, in accordance with its duly adopted bylaws, subject to applicable law.~~

~~Staff of DCI shall be authorized and required to administer Bond program consistent with the Ordinance and these administrative rules.~~

Staff of DCI shall be authorized and required to administer Bond program consistent with the Ordinance and these Guidelines.

..Title

AN ORDINANCE OF THE MIAMI CITY COMMISSION AMENDING CHAPTER 2, ARTICLE XI, DIVISION 14 OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ENTITLED "ADMINISTRATION, BOARDS, COMMITTEES, COMMISSIONS, HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND PROGRAM OVERSIGHT BOARD, TO (1) REQUIRE THAT WHENEVER ANY REQUEST FOR EXPENDITURES OF HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND FUNDS IS DENIED BY THE BOARD, SUCH REQUEST BE PLACED BY THE CITY MANAGER ON THE REGULAR AGENDA OF THE NEXT CITY COMMISSION MEETING IMMEDIATELY FOLLOWING SUCH DENIAL SO THE REQUEST MAYBE FURTHER CONSIDERED BY THE CITY COMMISSION; MORE PARTICULARLY BY AMENDING SECTION 2-1203 OF SAID CODE; CONTAINING A REPEALER PROVISION AND A SEVERABILITY CLAUSE.

..Body

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

Section 1. Chapter 2/Article XI/Division 14 of the Code of the City of Miami, Florida, as amended, entitled "ADMINISTRATION/BOARDS, COMMITTEES, COMMISSIONS/HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND PROGRAM OVERSIGHT BOARD" is amended in the following particulars:^{1/}

"Chapter 2

ADMINISTRATION

ARTICLE XI. BOARDS, COMMITTEES, COMMISSIONS

DIVISION 14. HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND PROGRAM OVERSIGHT BOARD

*Sec. 2-1203. Assignment of staff.

- (b) It shall be the duty of the City Manager to:
- (1) assign individuals from the Departments of Parks and Recreation, Public Works, Police, Fire-Rescue, Conferences, Conventions and Pubic Facilities, Planning, Real Estate and Economic Development, Asset Management and the Neighborhood Enhancement Teams as may be necessary to advise the *Board* about ongoing and pending projects and to provide administrative support.
 - (2) ensure that all projects requiring City Commission approval and employing any of the funds derived from the general obligation bond issuance approved November 13, 2001, be submitted to the Board for its review and comment prior to submission to the City Commission for approval.
 - (3) present to the *Board* reports regarding the status of the projects.
 - (4) ensure that whenever any request for expenditures of Homeland Defense/Neighborhood Improvement Bond Funds is denied by the Board, such request be placed by the City Manager on the regular agenda of the next City Commission meeting immediately following such denial so the request maybe further considered by the City Commission;

Section 2. All ordinances or parts of ordinances or resolutions insofar as they are inconsistent or in conflict with the provisions of this Ordinance are repealed.

Section 3. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

Section 4. This Ordinance shall become effective thirty (30) days after final reading and adoption thereof.

PASSED ON FIRST READING BY TITLE ONLY this ____ day of _____, 2004

PASSED AND ADOPTED ON SECOND AND FINAL READING BY TITLE ONLY this

____ day of _____, 2004.

..Footnote

Words and/or figures stricken through shall be deleted. Underscored words and/or figures shall be added. The remaining provisions are now in effect and remain unchanged. Asterisks indicate omitted and unchanged material.

This Ordinance shall become effective as specified herein unless vetoed by the Mayor within ten days from the date it was passed and adopted. If the Mayor vetoes this Ordinance, it shall become effective immediately upon override of the veto by the City Commission or upon the effective date stated herein, whichever is later