

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

**4/22/03 - 6:30 P.M.
CITY OF MIAMI
City Hall - Staff Room
3500 Pan American Dr.
MIAMI, FLORIDA 33133**

- I. APPROVAL OF THE MINUTES OF THE MEETING OF MARCH 25, 2003.

- II. **NEW BUSINESS:**
 - A. COMMISSIONER REGALADO ADDRESSES THE BOARD.

 - B. INTRODUCTION OF NEW BOARD MEMBERS:
 - RONDA VANGATES – NOMINATED BY VICE-CHAIRMAN TEELE
 - STEVEN CACERES – NOMINATED BY COMMISSIONER REGALADO

 - C. INTRODUCTION OF NEW PARKS & RECREATION DIRECTOR, SANTIAGO CORRADA.

 - D. AUDIT COMMITTEE REPORT.
 - Track renovations at Moore Park.
 - Track renovations at Curtis Park.
 - Land acquisitions for Little Haiti Park.
 - Emergency Finding for the Orange Bowl Stadium 2003 Structural Repairs.

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

- IV. **ADDITIONAL ITEMS.**

**Please note location change from the Miami Riverside Center to City Hall – Staff Room*

HOMELAND DEFENSE/ NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AGENDA/MINUTES

3/25/03 - 6:30 P.M.
CITY OF MIAMI, 10TH Floor
Miami Riverside Center
Main Conference Room
MIAMI, FLORIDA 33130

The meeting was called to order at 6:37 p.m., with the following members present:

Rolando Aedo
Luis Cabrera
Mariano Cruz
Marvin Dunn
Robert A. Flanders (Chairman)
Julie Grimes
Gary Reshefsky
Jami Reyes
Manolo Reyes (Vice Chairman)
Luis de Rosa
Larry M. Spring

Absent: Sonny Armbrister; Ringo Cayard; Milagros Loyal; David E. Marko

Notes for the Record:

Board Member Mariano Cruz entered the meeting at 6:51 p.m.

Board Member Jami Reyes entered the meeting at 6:47 p.m.

Board Member Marvin Dunn entered the meeting at 7:07 p.m.

I. APPROVAL OF THE MINUTES OF THE MEETING OF FEBRUARY 18, 2003.

HD/NIB MOTION 03-19

A MOTION TO APPROVE THE MINUTES OF THE MEETING OF FEBRUARY 18, 2003.

MOVED: L. SPRING
SECONDED: M. REYES
ABSENT: S. ARMBRISTER; R. CAYARD; M. LOYAL;
D. MARKO

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

II. NEW BUSINESS:

A. AUDIT COMMITTEE REPORT BY GARY RESHEFSKY.

- Preservation Development Initiative Grant.

Sarah Eaton of the Historic and Environmental Preservation Board (HEP) appeared before the Board. HEP is requesting approximately \$57,500 of Bond funds to come out of the historic preservation portion of the Bond. This pledge of funds will lead to approximately \$97,000 in technical assistance and up to \$1.7 million in capital dollars.

HD/NIB MOTION 03-26

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AUDIT COMMITTEE OF THE APPROPRIATION OF APPROXIMATELY \$57,500 TO THE HISTORIC AND ENVIRONMENTAL PRESERVATION BOARD; SAID FUNDS TO USED TO FURTHER INTEGRATE HISTORIC PRESERVATION WITHIN THE CITY OF MIAMI.

MOTION: M. REYES
SECONDED: M. CRUZ
ABSENT: S. ARMBRISTER; R. CAYARD; M. LOYAL;
D. MARKO

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

- Parks Master Plan.

The Parks Master Plan went before the City's Parks Advisory Board and was in the Bond Oversight Bond Offering. A million dollars was identified in the bond for this item. A consultant has been hired to do the Master Plan for a cost of \$535,000. The Audit Committee recommended approval of this expenditure. The only question the Audit Committee had was: What will the City be doing with the remainder of the money earmarked for this expenditure (\$465,000). Danette Perez informed the Board that the remaining \$465,000 would go into unallocated funds. Chairman Flanders indicated that this is the first master plan in the history of the City's Parks Department and it is the blueprint for the next hundred years for Parks.

HD/NIB MOTION 03-20

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AUDIT COMMITTEE OF THE PARKS MASTER PLAN PROJECT.

MOVED: L. de ROSA
SECONDED: R. FLANDERS
ABSENT: S. ARMBRISTER; R. CAYARD; M. LOYAL;
D. MARKO

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

- Site Furnishings for Domino Park/Maximo Gomez

The cost is \$23,000 to replace and improve the tables and chairs in the park. The Audit Committee had a question regarding the cost of chairs, approximately \$11,700 (\$195 per chair), which seemed excessive. Ed Blanco of the Parks Department provided the Board with backup material on the chairs, which are permanent steel/metal fixed chairs. The Board was satisfied with the explanation Mr. Blanco provided as to the reason why the chairs were so expensive.

HD/NIB MOTION 03-21

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AUDIT COMMITTEE OF THE PROCUREMENT OF SITE FURNISHINGS FOR THE DOMINO PARK/MAXIMO GOMEZ PROJECT.

MOVED: L. de ROSA
SECONDED: L. CABRERA
ABSENT: S. ARMBRISTER; R. CAYARD; M. LOYAL;
D. MARKO

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

- Parks Department Blanket Authority for Emergency Items Only in an amount not to exceed \$20,000.

Ed Blanco of the Parks Department explained to the Board the necessity of having the authority to handle emergency repairs throughout the City's Parks System, so that said repairs could be completed in an expedient manner. The Parks Department would report directly to the Board regarding all such emergency repairs. Cost for such repairs would not exceed \$20,000. The Audit Committee felt that the \$20,000 figure was a reasonable amount, and in terms of defining what an emergency is, it should be consistent with City policy. Board Member Grimes inquired as to how many emergencies would be allowed, to which Board Member Aedo replied that each time Parks comes before the Board with an after-the-fact emergency repair, a recap would be provided of funds allocated for such emergency repair. Such report would be made within an established time period after the emergency so that the Board would be aware of how often such emergency repairs occur. Assistant City Attorney Ralph Diaz reminded the Board it has no authority to determine how much money will be expended for any purpose. The Board only operates in an advisory capacity and final decisions rest with the City Manager. Chairman Flanders requested of the City Attorney to work with the Audit Committee in order that the Committee and Board work within the original spirit of the purpose/creation of this Board.

- Fern Isle Cleanup and Renovation.

The Fern Isle Park has been a dumping ground for the City for many years for construction debris. It is an approximately eight-acre park. The City has been cited by DERM for illegal dumping. The City is no longer dumping at this site and is now proceeding to clean up the park. Cost of cleanup and consulting services associated with it is approximately \$580,000. \$9,000,000 was identified in the Bond offering for Fern Isle Park, but none was identified in the first series, so monies for this cleanup will come from the unallocated pool of dollars. The estimated cost for this activity is less than the \$1.9 million dollars originally indicated by staff. The Audit Committee requested assurances that the park would no longer be used as a dumping ground once the cleanup was accomplished and that the park would be secured to prevent neighbors from illegally dumping at the park and that it would be used for normal park activities. The cleanup activities will take about 17 weeks to complete. The Committee requested of Juan Ordonez (CIP Dept.) to report to the Board in six months with a report on this project. The price of \$580,000 is contingent on none of the waste found at the site being toxic. Mr. Ordonez confirmed that if hazardous waste is discovered at the site, the cost of the cleanup may increase, and once cleanup is completed, the park will be secured. CIP Director Jorge Cano informed the Board that the Public Works Department is working with the CIP Department in identifying sources of funding other than Bond funds for this project. He further informed the Board that Commissioner Angel González is interested in developing the site as a water theme park. Chairman Flanders informed the Board that this park was suggested as a site for the City's Mounted Police Patrol, because it is so centrally located.

HD/NIB MOTION 03-22

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AUDIT COMMITTEE OF THE FERN ISLE CLEANUP AND RENOVATION PROJECT.

MOVED: L. de ROSA
SECONDED: M. REYES
NAYS: L. CABRERA
ABSENT: S. ARMBRISTER; R. CAYARD; M. LOYAL;
D. MARKO

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

- Model City Revitalization Trust Hadley Park Office Renovations.
- Model City Revitalization Trust Replacement of HOME Investment Partnership Funds.

Presentation by Marva Wiley, Interim Director of the Model City Trust. The Model City Community Revitalization District is requesting funds for ~~rehabilitation of existing homes within the District and for construction of new homes~~ land acquisition within the District. The City will offer second and third mortgages to homeowners to assist with repairing homes and bringing them up to City Code. A third of the monies earmarked for the District will be reserved for subsidized housing. \$74,800 is being requested from the Hadley Park portion of Bond funds to be used to create office space for the Trust.

HD/NIB MOTION 03-23

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AUDIT COMMITTEE OF \$1.8 MILLION OF BOND FUNDS TO BE ALLOCATED FOR THE REPLACEMENT OF FUNDS TO THE HOME INVESTMENT PARTNERSHIP PROGRAM, SAID FUNDS HAVING BEEN USED FOR ACQUISITION PURPOSES IN FISCAL YEAR 2002.

MOVED: M. DUNN
SECONDED: M. REYES
ABSENT: S. ARMBRISTER; R. CAYARD; M. LOYAL;
D. MARKO

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

HD/NIB MOTION 03-24

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AUDIT COMMITTEE OF A \$74,800 APPROPRIATION OF BOND FUNDS TO BE USED FOR CREATING OFFICE SPACE FOR THE MODEL CITY REVITALIZATION TRUST AT THE MILLER J. DAWKINS OLYMPIC SWIMMING POOL COMPLEX IN HADLEY PARK

MOVED: M. DUNN
SECONDED: M. CRUZ
ABSENT: S. ARMBRISTER; R. CAYARD; M. LOYAL;
D. MARKO

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

III. CHAIRPERSON'S OPEN AGENDA.

Board Member Larry Spring informed the Board that Commissioner Teele has an item on the March 27, 2003 agenda related to Homeland Defense Bond fund expenditures, including expenditures re Little Haiti Park, the Orange Bowl Initiative, Quality of Life, Neighborhood Improvement acquisitions, Margaret Pace Park and Calle Ocho improvements.

Board Member Grimes addressed the Board regarding her concern about the problem of homelessness within the City. Karen Gibbon of Commissioner Teele's office informed the Board that Commissioner Teele has had discussions with Mayor Diaz regarding this issue. Board Member Grimes reminded the Board of the duty to represent the entire community, including the homeless.

HD/NIB MOTION 03-27

A MOTION TO ESTABLISH A COMMITTEE TO EXAMINE THE HOMELESS PROBLEM WITHIN THE CITY; MEMBERS OF SAID COMMITTEE TO INCLUDE JULIE GRIMES AS CHAIRPERSON; MARVIN DUNN AND LARRY SPRING.

MOVED: L. CABRERA
SECONDED: L. de ROSA
ABSENT: S. ARMBRISTER; R. CAYARD; M. LOYAL;
D. MARKO

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

IV. ADDITIONAL ITEMS.

Alejandra Argudin of the Department of Conferences, Conventions and Public Facilities appeared before the Board concerning an emergency request for funding (approximately \$538,000) of the Dinner Key Mooring Anchorage Field Project. The Department is applying for a FIND Grant (approximately \$484,000) for this project, and will be addressing the Commission at the March 25, 2003 Commission meeting regarding this project.

HD/NIB MOTION 03-25

A MOTION TO RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD OF THE DINNER KEY MOORING ANCHORAGE FIELD PROJECT.

MOVED: L. de ROSA
SECONDED: M. REYES
ABSENT: S. ARMBRISTER; R. CAYARD; M. LOYAL;
D. MARKO

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

HD/NIB MOTION 03-28

A MOTION TO ADJOURN TODAY'S MEETING.

MOVED: M. REYES
SECONDED: M. CRUZ
ABSENT: S. ARMBRISTER; R. CAYARD; M. LOYAL;
D. MARKO

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

*Please note time change from 6:00 pm to 6:30 pm.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 4/10/03
 NAME OF PROJECT: MOORE PARK - TRACK RENOVATIONS
 INITIATING DEPARTMENT/DIVISION: Parks & Recreation
 INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco / 305.416.1253
 C.I.P. DEPARTMENT CONTACT: _____
 RESOLUTION NUMBER: R-03-416 CIP/PROJECT NUMBER: 331419
 ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$80,000 for initial use; \$1.1 Million in total
 SOURCE OF FUNDS: Neighborhood Park Improvements & Acquisitions; Allapattah NET Area Park Improvements; Moore Park; Track Resurfacing
 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

DESCRIPTION OF PROJECT: Track will be resurfaced. Materials, equipment, and installation by Fisher Tracks.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 4/7/03
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 4/22/03
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: 10/7/03

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

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

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

Justifications for change: _____

Description of change: _____

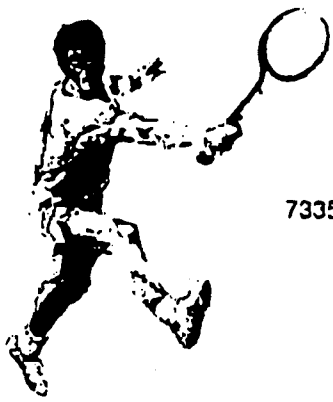
Fiscal Impact YES NO HOW MUCH? _____
 Have additional funds been identified? YES NO
 Source(s) of additional funds: _____

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

6. COMMENTS:

APPROVAL: Robert O. Fluyt DATE: _____
 BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO



Agile Courts

CONSTRUCTION CO.

7335 S.W. 104 STREET • MIAMI, FLORIDA 33156 • PHONE (305) 667-1228 • FAX (305) 667-6959

BID PROPOSAL

DATE: March 25, 2003

TO: Jose Cerdan, City of Miami Parks Department

PROJECT: Moore Park – Specifications

BID INCLUDES:

Application of a Structural Spray – a polyurethane structural spray coating applied as a single component, MDI based binder mixed with a polyurethane base colored paste in red.

The entire base mat shall receive two structural spray layers consisting of 60% pigmented polyurethane structural spray binder and 40% EPDM red rubber granulate graded to .5 to 1.5 mm. in size. The track will be thoroughly primed using a red pigmented primer at the rate of .25 lbs. per square yard over the entire surface. Each layer shall be applied uniformly at a rate of not less than 1.8 lbs. per square yard for a total spray coverage of not less than 3.6 lbs. per square yard. The two layers shall be sprayed in opposite directions in order to achieve a uniform application.

The track shall first be cleaned and all repair areas cut out square and replaced with black rubber and polyurethane to match the existing mat. All edges inside and out will be trimmed back uniformly to a lane line at a consistent distance and then shall be re-adhered to the asphalt base. Only then shall a track be primed and the structural spray applied.

Materials, equipment, and installation by Fisher Tracks, Inc.

Price includes the color coded metric striping per National Federation of State High School Associations.

Price includes the application to all even areas in addition to the 8-lane track.

STRUCTURAL SPRAY PRICE	\$ 71,800.00 +
Deduct: Not repairing and resurfacing the high jump	\$ 5,600.00 -
Add. Full time 24-hour security through the repair and installation process	\$ 2,500.00 +
Deduct. If can be done in conjunction with Curtis Park	\$ 6,000.00 -

68,300

11,700 + (CONTINGENCY)

80,000

BY:

Brian Bauer
Vice President – Agile Courts Construction Company



CONSENT AGENDA CONT'D

CA-6. RESOLUTION - (J-03-) - (ACCEPTING BID)

ACCEPTING THE BID OF AGILE COURTS CONSTRUCTION COMPANY (NON-MINORITY/MIAMI-DADE COUNTY VENDOR, 7335 S.W. 104TH STREET) FOR TRACK RENOVATION IMPROVEMENTS AT THE FOLLOWING CITY PARKS: MOORE PARK, IN THE AMOUNT OF \$80,000, AND CURTIS PARK, IN THE AMOUNT OF \$90,000, IN A TOTAL AMOUNT NOT TO EXCEED \$170,000, UNDER AN EXISTING MIAMI-DADE COUNTY CONTRACT NO. 6941-2/04-1 EFFECTIVE THROUGH FEBRUARY 28, 2004; ALLOCATING FUNDS FROM THE HOMELAND DEFENSE NEIGHBORHOOD IMPROVEMENT BOND FUNDS.

R-03-416

MOVED: SANCHEZ
SECONDED: GONZÁLEZ
ABSENT: WINTON



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 4/10/03

NAME OF PROJECT: CURTIS PARK - TRACK RENOVATIONS

INITIATING DEPARTMENT/DIVISION: Parks & Recreation

INITIATING CONTACT PERSON/CONTACT NUMBER: Ed Blanco 305.416.1253

C.I.P. DEPARTMENT CONTACT: _____

RESOLUTION NUMBER: R-03-416 CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$ 90,000 (Total amount budgeted is 1,350,000.00)

SOURCE OF FUNDS: Homeland Defense - Neighborhood Parks Improvements & Acquisitions; Allapattah NET Area Park Improvements; Curtis Park; Track Resurfacing

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

DESCRIPTION OF PROJECT: Clean entire track and repair lanes where needed. Once done, the entire track will be evenly coated.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 4/10/03

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 4/22/03

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

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

Time Approval 6 months 12 months Date for next Oversight Board Update: 10/10/03

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

DESIGN COST: _____

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

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

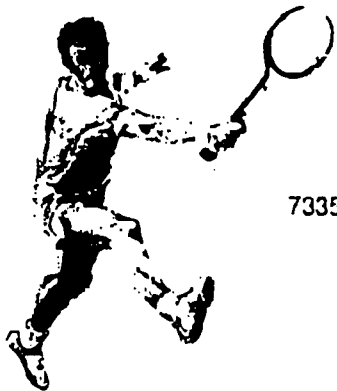
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS:

APPROVAL: *Robert O. Flornoy*
BOND OVERSIGHT BOARD

DATE: _____

Enclosures: Back-Up Materials YES NO



Agile Courts

CONSTRUCTION CO.

7335 S.W. 104 STREET • MIAMI, FLORIDA 33156 • PHONE (305) 667-1228 • FAX (305) 667-6959

BID PROPOSAL

DATE: March 25, 2003

TO: Jose Cerdan, City of Miami Parks Department

PROJECT: Curtis Park - Specifications

BID INCLUDES:

Application of a Structural Spray - a polyurethane structural spray coating applied as a single component, MDI based binder mixed with a polyurethane base colored paste in red.

The entire base mat shall receive two structural spray layers consisting of 60% pigmented polyurethane structural spray binder and 40% EPDM red rubber granulate graded to .5 to 1.5 mm. in size. The track will be thoroughly primed using a red pigmented primer at the rate of .25 lbs. per square yard over the entire surface. Each layer shall be applied uniformly at a rate of not less than 1.8 lbs. per square yard for a total spray coverage of not less than 3.6 lbs. per square yard. The two layers shall be sprayed in opposite directions in order to achieve a uniform application

The track shall first be cleaned and all repair areas cut out square and replaced with black rubber and polyurethane to match the existing mat. All edges inside and out will be trimmed back uniformly to a lane line at a consistent distance and then shall be re-adhered to the asphalt base. Only then shall a track be primed and the structural spray applied

Materials, equipment, and installation by Fisher Tracks, Inc.

Price includes the color-coded metric striping per National Federation of State High School Associations.

Price includes the application to all even areas in addition to the 8-lane track.

STRUCTURAL SPRAY PRICE	\$ 81,800.00 +
Deduct: Not resurfacing the javelin throw area	\$ 1,250.00
Add: Full time 24-hour security through the repair and installation process	\$ 2,500.00 +
Deduct: If can be done in conjunction with Moore Park	\$ 6,000.00 -

78,300
 11,700 + (CONTINGENCY)

 90,000

BY:

Brian Bauer
Vice President - Agile Courts Construction Company





DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: April 16, 2003

NAME OF PROJECT: LITTLE HAITI PARK - Land Acquisition 265-271 NE 59 Terrace

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: Team 2 - Fernando Paiva & Andre Bryan

RESOLUTION NUMBER: R-03-474 CIP/PROJECT NUMBER: 331412

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$ 21,500.00

SOURCE OF FUNDS: Little Haiti Park Land Acquisition & Development, 20 Million in first Series, total \$25 Million

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: _____

DESCRIPTION OF PROJECT: Said acquisition inclusive of cost of survey, appraisal, environmental report, title insurance, and demolition associated with said acquisition. Revised a previous approved item which has increased by \$10,000.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 4/10/03

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 4/22/03

Approved by Commission? YES NO N/A DATE APPROVED: 5/8/03

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: Part of pattern that will provide parking to Caribbean Market Place and possible Park.

APPROVAL: _____

Robert B. Flansburg
BOND OVERSIGHT BOARD

DATE: _____

Enclosures: Back-Up Materials YES NO

INTER-OFFICE MEMORANDUM

TO : The Honorable Mayor and
Members of the City Commission

DATE : Acquisition of Real Property FILE :
SUBJECT : Located at 265-71 NE 59th Terrace
LHP # 58 in Connection with Little
Haiti Park

FROM : Joe Arriola,
Chief Administrator

REFERENCES :
ENCLOSURES: Resolution and Purchase and Sale
Agreement

RECOMMENDATION:

It is respectfully recommended that the City Commission adopt the attached Resolution authorizing the City Manager to execute a Purchase and Sale Agreement for the property located at 265-71 Northeast 59th Terrace (the Property), Miami, Florida, as legally described in the Purchase and Sale Agreement between the City of Miami and Jerry Allen Mashburn and Karen Mashburn (Seller) attached hereto and made a part hereof, in connection with the development of Little Haiti Park, with a purchase price of \$175,000, and to consummate said transaction in accordance with the terms of said Purchase and Sale Agreement. This Resolution further allocates funds in the amount of \$205,000 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 associated with said acquisition.

BACKGROUND:

On September 25, 2001 the City of Miami Commission adopted Resolution 01-1029 directing the City Manager to take all steps necessary to initiate and implement the development of a first class 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 67th Street between Northeast 2nd Avenue and the Railroad Tracks.

On April 11, 2002 the City of Miami Commission adopted Resolution 02-395 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 above referenced property is within the park boundaries and is necessary as part of the land assembly required for the Little Haiti Park Project.

An independent appraisal was procured establishing One Hundred and Sixty Thousand (\$160,000.00) dollars as the fair market value for the Property.

The Purchase Price exceeds the appraised value of One Hundred Sixty Thousand (\$160,000.00) dollars by Fifteen Thousand (\$15,000.00) dollars. 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 this Agreement by a greater majority of a 4/5th 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 \$205,000 will be provided through CIP NO. 331412 entitled "Little Haiti Park Land Acquisition and Development."

J-00-
01/03/03

RESOLUTION NO. _____

A RESOLUTION OF THE CITY MIAMI COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF THE PROPERTY LOCATED AT 265-71 NORTHEAST 59TH TERRACE (THE "PROPERTY"), MIAMI, FLORIDA, AS LEGALLY DESCRIBED IN THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF MIAMI AND JERRY ALLEN MASHBURN AND KAREN MASHBURN ATTACHED HERETO AND MADE A PART HEREOF, IN CONNECTION WITH THE DEVELOPMENT OF LITTLE HAITI PARK, WITH A PURCHASE PRICE OF \$175,000 AND TO CONSUMMATE SAID TRANSACTION IN ACCORDANCE WITH THE TERMS OF SAID PURCHASE AND SALE AGREEMENT; FURTHER ALLOCATING FUNDS IN THE AMOUNT OF \$205,000 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 ASSOCIATED WITH SAID ACQUISITION.

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 first-class 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 67th Street between Northeast 2nd Avenue and the Railroad Tracks; and

WHEREAS, on April 11, 2002 the City of Miami Commission adopted Resolution 02-395 directing 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 above referenced property is within the park boundaries and is necessary as part of the land assembly required for the Little Haiti Park Project; and

WHEREAS, an independent appraisal was procured, establishing One Hundred and Sixty Thousand (\$160,000.00) dollars as the fair market value for the Property; and

WHEREAS, the Purchase Price exceeds the appraised value of One Hundred Sixty Thousand Dollars (\$160,000) by Fifteen Thousand Dollars (\$15,000); 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 4/5th 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. The City Manager is hereby authorized to execute a Purchase and Sale Agreement for the acquisition of the property located at 265-71 Northeast 59th Terrace (The Property), Miami, Florida, as legally described in the Purchase and Sale Agreement between the City of Miami and Jerry Allen Mashburn and Karen Mashburn, attached hereto and made a part hereof, in connection with the development of Little Haiti Park, with a purchase price of \$175,000 and to consummate said transaction in accordance with the terms of said Purchase and Sale Agreement; further allocating funds in the amount of \$205,000 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 associated with said acquisition.

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

PASSED AND ADOPTED this _____ day of _____, 2003.

Manuel A. Diaz, Mayor

ATTEST:

Priscilla A. Thompson
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Alejandro Vilarello
City Attorney

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

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, (the "Agreement") is made and entered into this ____ day of _____, 2003, by and between **the City of Miami, a municipal corporation of the State of Florida**, with offices at 444 SW 2 Avenue, Miami, Florida 33130 (**the "Purchaser"**), and **Jerry Allen Mashburn and Karen Mashburn**, whose principle address is 6101 Moss Ranch Road, Pinecrest Fl. 33156, (**the "Seller"**). 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

a) *Legal Description*

Lot 42 and the East ½ of Lot 43 of Biscayne Park, according to the Plat thereof, as recorded in Plat Book 1, Page 198, of the Public Records of Miami-Dade County, Florida, LESS the following described portion, for right-of-way:

Beginning at the Southeast corner of Lot 42, Biscayne Park, according to the Plat thereof, as recorded in Plat Book 1, Page 198; thence run West along the South line of Lots 42 and 43, Biscayne Park, for a distance of 75 feet, more or less, to a point on the dividing line between the East and West halves of said Lot 43; thence run North along the dividing line between the East and West halves of said Lot 43 for a distance of 10.34 feet to a point; thence run East along a straight line to a point on the East line of said Lot 42, said point being 7.70 feet North of the Southeast corner of said Lot 42; thence run South along the East line of said Lot 42 for a distance of 7.70 feet to the Point of Beginning.

b) *Street Address*
265-71 Northeast 59th Terrace
Miami, Florida

c) *Improvements*
Multi-Family Fourplex

2. PURCHASE PRICE AND PAYMENT

A) The Purchase Price exceeds the appraised value of One Hundred Sixty Thousand Dollars (\$160,000) by Fifteen Thousand Dollars (\$15,000). 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.

B) The Purchaser agrees to pay and the Seller agrees to accept for the Property the sum of One Hundred Seventy-Five Thousand (\$175,000.00) dollars (the "Purchase Price"). The Purchase Price shall be payable as follows:

C) **Terms of Payment.** The Purchase Price shall be paid to Seller as follows:

\$175,000.00 in cash, at Closing, subject to prorations and adjustments as hereinafter provided, to be paid by wire transfer or cashier's check to Seller in immediately available federal funds.

\$175,000.00 Total Purchase Price.

3. **EFFECTIVE DATE/TIME OF ACCEPTANCE; CONDITION PRECEDENT FOR APPROVAL**

The Effective Date of this Agreement shall be the date on which the last party to this Agreement officially executes said Agreement, and the Purchaser has been notified of such approval by facsimile. Such date not to exceed (15) days subsequent to the date approved by the City Commission. This item will be presented to the City Commission for approval no later than April 30, 2003.

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 states, the counties, the cities, 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 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. Disclaimer As To Environmental Matters.

Purchaser acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties (other than the limited warranty of title as set out in the warranty deed), promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, (past, present, or future) of, as to, concerning or with respect to environmental matters with reference to the Property, including, but not limited to: (a) the value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (b) the compliance of or by the Property, or its operation with any Environmental Requirements, (c) any representations regarding compliance with any environmental protection, pollution or land use, zoning or development of regional impact laws, rules, regulations, orders or requirements, including the existence in or on the Property of Hazardous Materials.

Purchaser further acknowledges and agrees that it is being given the opportunity to inspect the Property, and all relevant documents and records of the Seller as they relate to the Property, and other documents that may exist in the public records of the state, county and/or city relating to the environmental condition of the Property as part of this Agreement and that Purchaser is not relying solely upon any documents or representations made by or on behalf of Seller, but that Purchaser is responsible to conduct its own investigation of the Property.

Purchaser further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller is not liable or bound in any matter by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any agent, employee, servant or other person.

C. Inspection Period.

Purchaser, its employees, agents, consultants and contractors shall have a period of thirty (30) 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 including surveys, soil borings, percolation, engineering studies, environmental tests and studies and other tests as Purchaser considers necessary for Purchaser and his consultants to review and evaluate the physical characteristics of the Property and to perform certain work or inspections in connection with such evaluation (the "Environmental Inspection") after giving the Seller reasonable notice of twenty-four (24) hours prior to each test performed. The City, at its sole option, may extend the Investigation Period for an additional thirty (30) days if based upon the results of the testing, additional testing is warranted. For the purpose of conducting the Environmental Inspection, Seller hereby grants to Purchaser and its consultants and agents or assigns, full right of entry upon the Property during the Inspection Period through the closing date. The right of access herein granted shall be exercised and used by Purchaser, its employees, agents, representatives and contractors in such a manner as not to cause any material damage or destruction of any nature whatsoever to, or interruption of the use of the Property by the Seller, its employees, officers, agents and tenants.

D. 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.

Prior to Purchaser entering upon the Property for purposes of commencement of the Environmental Inspection, Purchaser shall furnish to Seller the policy or policies of insurance or certificates of insurance, or a statement of self-insurance (as decided by the City of Miami Risk Manager) in form and such reasonable amounts approved by the City of Miami's Risk Manager protecting the City, during the course of such testing, against all claims for personal injury and property damage arising out of or related to the activities undertaken by the Purchaser, its agents, employees, consultants and contractors, or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, upon the Property or in connection with the Environmental Inspection.

Purchaser hereby waives any and all claims against the Seller for personal injury or property damage sustained by the Purchaser, its employees, agents, contractors, or consultants arising out of or related to the activities undertaken by the Purchaser, its agents, employees, consultants and contractors upon the Property or in connection with the Environmental Inspection.

E. Environmental Contamination.

In the event that the environmental audit provided for herein results in a finding that environmental contamination (as defined in the standards set forth in Florida Administrative Code Chapter 17-70) of the property has resulted, the City, at its sole option, may: (1) elect to terminate this Agreement without further liability; (2) obtain a cost estimate from a reputable licensed environmental consultant as to the cost of cleanup of any environmental contamination and notify seller of the cost estimate in writing, in which event the Seller shall have the option of:

- (a) Cleaning up the environmental contamination itself; or
- (b) Reducing the purchase price of the property by the amount of the cost estimate; or
- (c) Terminating the Agreement with no further liability on the part of either party in the event the estimated cost of cleanup exceeds a sum equal to ten percent (10%) of the purchase price of the property or if the difference in the estimates for environmental cleanup between the Seller and the Purchaser's consultants exceed (10%) of the cleanup costs.
- (d) Seller at its own expense has the right to obtain an estimate from a reputable licensed environmental consultant company and to select the lowest estimate, except as is provided in subsection (e) below.
- (e) Purchaser shall have the right to obtain from its list of environmental consultants a review of the Sellers cost estimate for cleanup and if the review results in an upward cost adjustment by the City's consultant the cost of the cleanup will be the median or average cost as between the Seller and Purchaser's respective consultants.

Seller represents and warrants to City that as of the effective date and as of closing that neither Seller, nor to the best of Seller's knowledge any third party, has used, produced, manufactured, stored, disposed of or discharged any hazardous wastes or toxic substances in, under or about the property during the time in which Seller owned the property.

F. "As Is" Sale.

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

5. TITLE EVIDENCE

Purchaser, at its sole cost and expense, shall be responsible for obtaining all title documents, which Purchaser requires in order to ascertain the status of title. To the extent Seller has evidence of title, including abstracts, prior title policies and title reports, Seller shall provide copies of same to Purchaser, within five (5) calendar days of the Effective Date, to assist in Purchaser's title examination and obtaining title insurance.

In the event the Purchaser's examination of title, which examination shall be completed within thirty (30) days of the Effective Date, reflects any condition which renders the title unmarketable in accordance with the standards of the Florida Bar (the "Title Defect"), the Purchaser shall allow the Seller sixty (60) calendar days within which to use reasonable diligence to cure the Title Defect. Seller shall use good faith efforts to cure any Title Defect, by the date of Closing.

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 (except that Purchaser shall deduct from the Purchase Price the amount of any lien or encumbrance, which can be satisfied by a liquidated amount); 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. RESTRICTIONS, EASEMENTS AND LIMITATIONS

The Purchaser further agrees it shall take title subject to: zoning, restrictions, prohibitions, and other requirements imposed by governmental authority.

7. DISCLAIMER OF WARRANTIES AS TO PROPERTY; "AS IS" CONVEYANCE.

A. Except as otherwise previously provided herein or by Florida Law, Purchaser is purchasing the Property in an "AS IS" condition and specifically and expressly without any warranties, representations or guaranties, either express or implied, of any kind, nature or type whatsoever from or on behalf of Seller.

(1) Purchaser acknowledges that Seller has not made, will not and does not make any representations, whether express or implied, with respect to compliance with any land use, zoning or development of regional impact laws, rules, regulations, orders or requirements.

(2) Purchaser acknowledges that Purchaser has made and/or shall be given an adequate opportunity to make such legal, factual and other inquiries and investigations as Purchaser deems necessary, desirable or appropriate with respect to the Property, the value or marketability thereof and of the appurtenances thereto. Such inquiries and investigations of Purchaser shall be deemed to include, but shall not be limited to, the condition of all portions of the Property and such state of facts as an accurate abstract of title would show;

(3) Purchaser acknowledges that Purchaser has not relied, and is not relying, upon any information, document, projection, proforma, statement, representation, guaranty or warranty (whether express or implied, or oral or written or material or immaterial) that may have been given by or made by or on behalf of Seller.

B. The provisions of this Section shall survive the closing.

8. CLOSING DATE

Subject to extensions for curing environmental matters and for title defects and/or evidence provided herein, closing shall take place within Sixty (60) days after the Effective Date, at a mutually agreeable time (the "Closing") at the City of Miami, Office of the City Attorney, located at 444 SW 2 Avenue, 9th Floor, 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. Notwithstanding the forgoing in the event there occurs (a) Title Defect, (b) the survey ordered by the City of the Property shows any encroachment on the Property or that improvements presently located on the Property encroach on the land of others; (c) an environmental audit ordered by the City results in a finding that environmental contamination of the Property has resulted), a reasonable extension shall be granted by Seller or this Agreement shall be terminated. The parties may, subject to mutual written agreement, establish an earlier date or later date for Closing.

9. CLOSING DOCUMENTS

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

- (1) Warranty Deed;
- (2) A Seller's mechanics' lien and gap affidavit and a Non-Foreign Affidavit;

- (3) Such documents as are necessary to fully authorize the sale of the Property by Seller and the execution of all closing documents;
- (4) Any other documents reasonably necessary or advisable to consummate the transaction contemplated hereby;
- (5) A bill of sale for all personal property and fixtures on the Property;
- (6) An Affidavit of exclusive possession; and
- (7) All documents shall be in a form acceptable to the City of Miami.

Purchaser's Closing Documents: At Closing, Purchaser shall execute and/or deliver to Seller the following:

- (1) Closing Statement;
- (2) Such documents as are necessary to fully authorize the purchase of the Property by Purchaser and the execution of all closing documents;
- (3) Any other documents reasonably necessary or advisable to consummate the transaction contemplated hereby; and
- (4) Purchaser shall pay to Seller the Purchase Price as provided for in Section 2 hereof.

10. **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, Seller shall pay confirmed and ratified governmental liens as of the Closing Date. Pending liens as of the Closing Date shall be assumed by Purchaser, provided that where the improvements have been substantially completed as of the date of Closing, such pending lien shall be deemed certified.
- 2) Taxes, Expenses, Interest, Etc: Taxes (including real property taxes), assessments, water and sewer charges, waste fee and fire protection charges, if applicable, shall be prorated as of the Closing Date.
- 3) Usual and Customary: Such other items that are usually and customarily pro-rated between purchasers and sellers of properties

in the area where the Property is located. All pro-rations shall utilize the 365-day method.

B. Closing Costs

- (1) Each party shall be responsible for its own attorney's fees incurred in connection with the Closing.
- (2) Seller shall pay all 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) 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.

11. DEFAULT

A) In the event of a default by Seller under this Agreement, Purchaser at its option shall have the right to: (i) the parties shall be released from all further obligations and liabilities under this Agreement, unless the default was caused by the willful act, omission, or misrepresentation of Seller in which event Seller shall continue to be liable for damages caused thereby, anything to the contrary notwithstanding, or, alternatively, (ii) seek specific performance of the Seller's obligations hereunder and/or any other equitable remedies, without thereby waiving damages.

B) 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.

12. RELEASE AND INDEMNIFICATION

Seller, and anyone claiming by, through or under Seller hereby fully and irrevocably release Purchaser, its employees, officers, directors, representatives, agents, successors and assigns (collectively the Purchaser) from any and all claims that it may now have or hereafter acquire against the Purchaser for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any defects, errors, omissions or other conditions caused, including, but not limited to, environmental matters, affecting the Property, or any portion thereof.

13. DESIGNATION OF REPRESENTATIVES

Purchaser and Seller acknowledge that proper communication between Purchaser and Seller, and between Purchaser and any governmental authorities having jurisdiction over environmental matters, is to be an important component of the Purchaser's Environmental Inspection period and title examination. Accordingly, to facilitate such communication, the Purchaser and Seller have appointed the following persons on their respective behalves to be their environmental and title representatives, to wit:

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) 416-1458
Fax (305) 416-2156

On behalf of Purchaser:

Jerry Mashburn and Karen Mashburn
6101 Moss Ranch Road
Pinecrest Fl. 33156

14. 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:

Seller:

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

Purchaser

Jerry Mashburn and Karen Mashburn
6101 Moss Ranch Road
Pinecrest Fl. 33156

Copies To:

Keith Carswell
City of Miami
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

15. 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.

16. 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.

17. 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.

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. ATTORNEY'S COSTS

If it shall be necessary for either party to this Agreement to bring suit to enforce any provisions hereof or for damages on account of any breach of this Agreement, the each party on any issue in any such litigation and any appeals shall bear their own respective attorney's fees.

20. 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.

21. SURVIVAL OF REPRESENTATIONS/WARRANTIES

All relevant terms of this Agreement, where appropriate, shall survive the Closing and be enforceable by the respective parties until such time as extinguished by law.

22. 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.

23. WAIVER OF TRIAL BY JURY

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury 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. The parties, in order to expedite the conclusion of any litigation between them, further waive their right to file permissive counterclaims against one another.

24. 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.

25. 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.

26. AUTHORITY OF CITY MANAGER

The Resolution of the City Commission of the Seller 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. Agreement in the event a modification to this Agreement becomes necessary or desirable.

27. BROKERS

The parties each represent and warrant to the other that there is no broker, salesman or finder involved in this transaction. If a claim for brokerage in connection with the transaction is made by any broker, salesman or finder, claiming to have dealt through or on behalf of one of the parties hereto (Seller who in this section is the "**Indemnitor**"), Indemnitor shall indemnify, defend and hold harmless the other party hereunder (City whom in this section is the "**Indemnitee**"), and Indemnitee's officers, directors, agents and representatives, from all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorney's fees and court costs at trial and all appellate levels) with respect to said claim for brokerage. The provisions of this paragraph shall survive the Closing and any cancellation or termination of this Agreement.

28. 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.

29. FURTHER UNDERTAKINGS

The parties agree that each shall cooperate with the other in good faith and shall correct any mathematical errors, execute such further documents and perform such further acts as may be reasonably necessary or appropriate to carry out the purpose and intent of this Agreement.

30. NO DISCRIMINATION

No discrimination- Sellers warrant and represent there is shall be no unlawful discrimination as provided by federal, state or local law, in connection with the performance of this Agreement.

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

Signed, sealed and delivered
in the presence of:

"PURCHASER"
**Executed by CITY OF MIAMI, a municipal
corporation of the State of Florida**
on: _____

By: _____
Joe Arriola, City Manager

ATTEST:

Priscilla A. Thompson
City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

Alejandro Vilarello
City Attorney

Diane J. Ericson
Risk Management Administrator

"SELLER"

Executed by: Jerry Mashburn and Karen Mashburn

(Seller) on _____

(Seller) on _____

ATTEST:

Witness

Print Name

Witness

Print Name

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared Jerry Allen Mashburn and Karen Mashburn, who first being duly sworn, depose and say that they have executed the above instrument for the purposes therein expressed. Affiants are personally known to me or have produced a valid _____ as identification.

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 200__.

My Commission Expires

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

PSLHP#58



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: April 16, 2003

NAME OF PROJECT: LITTLE HAITI PARK - Land Acquisition 263 59 Terrace

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: Team 2 - Fernando Paiva & Andre Bryan

RESOLUTION NUMBER: R-03-47 CIP/PROJECT NUMBER: 331412

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$ 169,000

SOURCE OF FUNDS: Little Haiti Park Land Acquisition & Development, 20 Million in first Series, total \$25 Million

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: _____

DESCRIPTION OF PROJECT: Said acquisition inclusive of cost of survey, appraisal, environmental report, title insurance, and demolition associated with said acquisition.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 4/10/03

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 4/22/03

Approved by Commission? YES NO N/A DATE APPROVED: 5/8/03

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: Part of pattern that will provide parking to Caribbean Market Place and possible Park.

APPROVAL: _____

Robert O. Flanck
BOND OVERSIGHT BOARD

DATE: _____

Enclosures: Back-Up Materials YES NO

INTER-OFFICE MEMORANDUM

TO : The Honorable Mayor and
Members of the City Commission

DATE : Option to Purchase Real Property
Located at 263 NE 59th Terrace
SUBJECT : LHP # 57 in Connection with Little
Haiti Park

FROM : Joe Arriola,
Chief Administrator

REFERENCES : Resolution and Option Agreement
ENCLOSURES:

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 263 Northeast 59th Terrace (the Property), Miami, Florida, as legally described in the Option Agreement between the City of Miami and the Estate of Wesner Issac Fabius (Seller) attached hereto and made a part hereof, in connection with the development of Little Haiti Park, with a purchase price of \$150,000, and to consummate said transaction in accordance with the terms of said Option Agreement. This Resolution further allocates funds in the amount of \$169,000 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 associated with said acquisition.

BACKGROUND:

On September 25, 2001 the City of Miami Commission adopted Resolution 01-1029 directing the City Manager to take all steps necessary to initiate and implement the development of a first class 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 67th Street between Northeast 2nd Avenue and the Railroad Tracks.

On April 11, 2002 the City of Miami Commission adopted Resolution 02-395 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 above referenced property is within the park boundaries and is necessary as part of the land assembly required for the Little Haiti Park Project.

An independent appraisal was procured establishing One Hundred Forty (140,000) dollars as the fair market value for the Property. The Department of Economic Development prepared, and the City Manager executed, an Option Agreement to purchase this property for \$150,000, with an option payment of \$100.00.

The Purchase Price exceeds the appraised value of One Hundred Forty Thousand (\$140,000) dollars by Ten Thousand (\$10,000) dollars. It is a condition precedent to the validity of the Option 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 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 \$169,000 will be provided through CIP NO. 331412 entitled "Little Haiti Park Land Acquisition and Development."

J-00-
03/26/03

RESOLUTION NO. _____

A RESOLUTION OF THE CITY MIAMI COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXERCISE THE OPTION TO PURCHASE THE PROPERTY LOCATED AT 263 NORTHEAST 59TH TERRACE (THE "PROPERTY"), MIAMI, FLORIDA, AS LEGALLY DESCRIBED IN THE OPTION AGREEMENT BETWEEN THE CITY OF MIAMI AND THE ESTATE OF WESNER ISSAC FABIUS (SELLER), ATTACHED HERETO AND MADE A PART HEREOF, IN CONNECTION WITH THE DEVELOPMENT OF LITTLE HAITI PARK, WITH A PURCHASE PRICE OF \$150,000 AND TO CONSUMMATE SAID TRANSACTION IN ACCORDANCE WITH THE TERMS OF SAID OPTION AGREEMENT; FURTHER ALLOCATING FUNDS IN THE AMOUNT OF \$169,000 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 ASSOCIATED WITH SAID ACQUISITION.

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 first-class 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 67th Street between Northeast 2nd Avenue and the Railroad Tracks; and

WHEREAS, on April 11, 2002 the City of Miami Commission adopted Resolution 02-395 directing 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 above referenced property is within the park boundaries and is necessary as part of the land assembly required for the Little Haiti Park Project; and

WHEREAS, an independent appraisal was procured, establishing One Hundred Forty Thousand (\$140,000) dollars as the fair market value for the Property; and

WHEREAS, the Department of Economic Development prepared, and the City Manager executed, an Option Agreement to purchase this property for One Hundred Fifty Thousand (\$150,000) dollars, with an option payment of One Hundred (\$100) dollars.

WHEREAS, the Purchase Price exceeds the appraised value of One Hundred Forty Thousand (\$140,000) dollars by Ten Thousand (\$10,000) dollars; 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 of the City of Miami approve the Option Agreement by a greater majority of a 4/5th vote of its members; 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 hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

Section 2. The City Manager is hereby authorized to exercise the Option Agreement for the property located at 263 Northeast 59th Terrace (the "Property"), Miami, Florida, as legally described in the Option Agreement between the City of Miami and the Estate of Wesner Issac Fabius (Seller), attached hereto and made a part hereof, in connection with the development of Little Haiti Park, with a purchase price of \$150,000 and to consummate said transaction in accordance with the terms of said Option Agreement; further allocating funds in the amount of \$169,000 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 associated with said acquisition.

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

PASSED AND ADOPTED this _____ day of _____, 2003.

Manuel A. Diaz, Mayor

ATTEST:

Priscilla A. Thompson
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Alejandro Vilarello
City Attorney

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

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 the Estate of Wesner Issac Fabius, whose principal address is 15 NW 59th Street, Miami, Florida, 33127 ("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.

1. **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 Fifty Thousand (\$150,000.00) dollars (the "Purchase Price"), which, after reduction by the amount of the Option Payment, and adjustment by the appraisal should it be required, 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 9,375 square feet, to be confirmed by the Survey. The determination of the final Purchase Price can only be made after the completion and approval of the appraisal, survey, and environmental audit.

2. **OPTION TERMS.** The option payment is \$100.00 ("Option Payment"). This payment will be made at 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 May 31, 2003 ("Option Expiration Date"). During this time, the Optionor shall not lease, sell, transfer, or offer these 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 May 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 option expiration date set forth above by the City (the "Closing Date"), 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.

3. 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. However, 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; (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 ordered by the City results in a finding that environmental contamination of the Property has resulted; and (e) the cost of clearing hazardous materials exceeds 5% of the purchase price; (f) the Optionor cannot deliver fully insurable and marketable title. 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.

This Agreement is also contingent upon Optionee's funds for closing being available at closing. If such funds are not available 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.

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.

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 Option Expiration 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 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 90 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 to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by Optionee, (b) accept the title as it then is with no reduction in the Purchase Price, (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. Optionee will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed 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 mileage 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;
 - (ii) documentary stamps and surtax on the deed.
 - (iii) all recording charges, filing fees payable in connection with the transfer of the Property hereunder;

6. 12. CLOSING AND OTHER CONTRACT DOCUMENTS

A. Seller's Closing Documents: At Closing, Seller shall execute and/or deliver to Purchaser the following:

- (1) Statutory Warranty Deed;
- (2) A Closing Statement;
- (3) A Seller's Affidavit and a Non-Foreign Affidavit;
- (4) Such documents as are necessary to fully authorize the sale of the Property by Seller and the execution of all closing documents; and
- (5) Any other documents reasonably necessary or advisable to consummate the transaction contemplated hereby.

B. Purchaser's Closing Documents: At Closing, Purchaser shall execute and/or deliver to Seller the following:

- (1) Closing Statement;
- (2) Such documents as are necessary to fully authorize the purchase of the Property by Purchaser and the execution of all closing documents;
- (3) Any other documents reasonably necessary or advisable to consummate the transaction contemplated hereby; and

- (4) Any other documents reasonably necessary or advisable to consummate the transaction contemplated hereby; and

C. Other Contract Documents: Because the Property is being acquired by a governmental agency with federal funds, Seller acknowledges that the transaction is subject to certain federal and 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 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, 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 if Seller is a partnership, limited partnership, corporation, or trust; and
- (5) Public Entity Crime Affidavit; and
- (6) Receipt of Disclosures and Notices under the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970.

Additionally, if the Property is acquired with federal funds, Seller shall comply with such other certification or reporting requirements as may be required under the Program Regulation or applicable federal and state law or regulation.

13. 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.

14. 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 prior to the exercise of the option by City.

15. 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.

16. 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.

17. 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.

18. 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.

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

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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:

Jean Fabius % Wesner Issac Fabius
15 NW 59th Street
Miami, FL 33127

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

30. 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.

31. 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 April 11, 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) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE APPRAISED VALUE OF THE PROPERTY, AND (4) THE CITY AND OPTIONEE APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY OPTIONOR, AND (5) APPROVAL OF THE CITY COMMISSION OF THE CITY OF MIAMI FLORIDA 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 _____

(As to Optionor)

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared _____, who first being duly sworn, deposes and says that (he)(she) executed the above instrument for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2002.

() Personally known

() Produced as Identification:

(NOTARY PUBLIC)

SEAL

Notary Public

(Printed, Typed or Stamped Name)

Commission No.: _____

My Commission Expires: _____

Optionee:

CITY OF MIAMI, a municipal corporation
of the State of Florida

By: _____
Joe Arriola, City Manager

Date signed by Optionee

ATTEST:

Priscilla A. Thompson, City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

Alejandro Vilarello,
City Attorney

Diane J. Ericson
Risk Management Administrator

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: _____

Exhibit "A"

**Address: 263 NE 59th Terrace
Miami, FL**

**Legal Description: LOT 44 AND WEST ½ OF LOT 43 OF BISCAYNE
PARK ACCORDING THE PLAT THEREOF,
RECORDED IN PLAT BOOK 1 AT PAGE 198 OF THE
PUBLIC RECORDS OF MIAMI-DADE COUNTY,
FLORIDA LESS THE SOUTH 12.90 FEET THEREOF.**



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: April 16, 2003
NAME OF PROJECT: LITTLE HAITI PARK - Land Acquisition 255 NE 59 Terrace
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: Team 2 - Fernando Paiva & Andre Bryan
RESOLUTION NUMBER: R-03-473 CIP/PROJECT NUMBER: 331412
ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$ 21,500.00
SOURCE OF FUNDS: Little Haiti Park Land Acquisition & Development, 20 Million in first Series, total \$25 Million
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: _____

DESCRIPTION OF PROJECT: Said acquisition inclusive of cost of survey, appraisal, environmental report, title insurance, and demolition associated with said acquisition.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 4/10/03
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 4/22/03
Approved by Commission? YES NO N/A DATE APPROVED: 5/8/03
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: Part of pattern that will provide parking to Caribbean Market Place and possible Park.

APPROVAL: Robert O. Ford DATE: _____
BOND OVERSIGHT BOARD

INTER-OFFICE MEMORANDUM

TO : The Honorable Mayor and
Members of the City Commission

DATE :

FILE :

SUBJECT :

Option to Purchase Real Property
Located at 255 NE 59th LHP# 56
Terrace in connection with Little
Haiti Park

FROM :

Joe Arriola
Chief Administrator

REFERENCES :

ENCLOSURES: Resolution and Option to Purchase
Real Property 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 255 NE 59th Terrace (the Property), Miami, Florida, as legally described in the Option Agreement between the City of Miami and Ary Moise (Seller) attached hereto and made a part hereof, in connection with the development of Little Haiti Park, with a purchase price of \$18,500, and to consummate said transaction in accordance with the terms of said Option Agreement. This Resolution further allocates funds in the amount of \$21,500 from the \$255 Million Homeland Defense/Neighborhood Improvement Bond to cover the cost of said acquisition inclusive of cost of survey, appraisal, environmental report and title insurance associated with said acquisition.

BACKGROUND:

On September 25, 2001 the City of Miami Commission adopted Resolution 01-1029 directing the City Manager to take all steps necessary to initiate and implement the development of a first class 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 67th Street between Northeast 2nd Avenue and the Railroad Tracks.

On April 11, 2002 the City of Miami Commission adopted Resolution 02-395 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 above referenced property is within the park boundaries and is necessary as part of the land assembly required for the Little Haiti Park Project.

An independent appraisal was procured establishing Eighteen Thousand Five Hundred (\$18,500.00) dollars as the fair market value for the Property. The Department of Economic Development prepared, and the City Manager executed, an Option Agreement to purchase this property for \$18,500, with an option payment of \$100.00.

The City Commission is the only party authorized to exercise the option, which option must be exercised by April 30, 2003.

FINANCIAL IMPACT

There is no impact to the City's General Fund. Total acquisition cost of \$21,500.00 will be provided through CIP NO. 331412 entitled "Little Haiti Park Land Acquisition and Development."

J-00-
03/26/03

RESOLUTION NO. _____

A RESOLUTION OF THE CITY MIAMI COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXERCISE THE OPTION TO PURCHASE THE PROPERTY LOCATED AT 255 NORTHEAST 59th TERRACE, (THE "PROPERTY"), MIAMI, FLORIDA, AS LEGALLY DESCRIBED IN THE OPTION AGREEMENT BETWEEN THE CITY OF MIAMI AND ARY MOISE (SELLER) ATTACHED HERETO AND MADE A PART HEREOF, IN CONNECTION WITH THE DEVELOPMENT OF LITTLE HAITI PARK, WITH A PURCHASE PRICE OF \$18,500 AND TO CONSUMMATE SAID TRANSACTION IN ACCORDANCE WITH THE TERMS OF SAID OPTION AGREEMENT; FURTHER ALLOCATING FUNDS IN THE AMOUNT OF \$21,500 FROM THE \$255 MILLION HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND TO COVER THE COST OF SAID ACQUISITION INCLUSIVE OF COST OF SURVEY, APPRAISAL, ENVIRONMENTAL REPORT AND TITLE INSURANCE ASSOCIATED WITH SAID ACQUISITION.

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 first-class 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 67th Street between Northeast 2nd Avenue and the Railroad Tracks; and

WHEREAS, on April 11, 2002 the City of Miami Commission adopted Resolution 02-395 directing 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 above referenced property is within the park boundaries and is necessary as part of the land assembly required for the Little Haiti Park Project; and

WHEREAS, an independent appraisal was procured, establishing Eighteen Thousand Five Hundred (\$18,500.00) dollars as the fair market value for the Property; and

WHEREAS, the Department of Economic Development prepared, and the City Manager executed, an Option Agreement to purchase this property for \$18,500, with an option payment of \$100.00.

WHEREAS, the City Commission is the only party authorized to exercise the option, which option must be exercised by April 30, 2003.

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. The City Manager is hereby authorized to exercise the option to purchase the property located at 255

Northeast 59th Terrace (The Property), Miami, Florida, as legally described in the Option Agreement between the City of Miami and Ary Moise (Seller), attached hereto and made a part hereof, in connection with the development of Little Haiti Park, with a purchase price of \$18,500 and to consummate said transaction in accordance with the terms of said Option Agreement; further allocating funds in the amount of \$21,500 from the \$255 Million Homeland Defense/Neighborhood Improvement bond to cover the cost of said acquisition inclusive of cost of survey, appraisal, environmental report and title insurance associated with said acquisition.

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

PASSED AND ADOPTED this _____ day of _____, 2003

Manuel A. Diaz, Mayor

ATTEST:

Priscilla A. Thompson
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Alejandro Vilarello
City Attorney

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

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 Ary Moise, an individual whose principal address is 5910 N.E. 6th Court, Miami, Florida, 33137 ("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.

1. **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 Eighteen Thousand Five Hundred (\$18,500.00) dollars (the "Purchase Price"), which, after reduction by the amount of the Option Payment, and adjustment by the appraisal should it be required, after review of the, survey, and environmental audit as provided herein, is payable in full at closing. This Purchase Price presumes that the Property contain at least 5,500 square feet, to be confirmed by the Survey. The determination of the final Purchase Price can only be made after the completion and approval of the appraisal, survey, and environmental audit.

2. **OPTION TERMS.** The option payment is \$100.00 ("Option Payment"). This payment will be made at 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 April 30, 2003 ("Option Expiration Date"). During this time, the Optionor shall not lease, sell, transfer, or offer this 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 April 30, 2003 ("Option Expiration Date"), unless extended by other provisions of this Agreement. The closing shall occur within one hundred twenty (120) days of the option expiration date set forth above by the City (the "Closing Date"), 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.

3. 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. However, 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; (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 ordered by the City results in a finding that environmental contamination of the Property has resulted; and (e) the cost of clearing hazardous materials exceeds 5% of the purchase price; (f) the Optionor cannot deliver fully insurable and marketable title. 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.

This Agreement is also contingent upon Optionee's funds for closing being available at closing. If such funds are not available 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.

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 Property from the instant option. The parties shall have no further responsibilities as to this Agreement.

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 Option Expiration 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 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 90 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 to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by Optionee, (b) accept the title as it then is with no reduction in the Purchase Price, (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. Optionee will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed 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 mileage 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;
 - (ii) documentary stamps and surtax on the deed.
 - (iii) all recording charges, filing fees payable in connection with the transfer of the Property hereunder;

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 prior to the exercise of the option by City.

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:

Ary Moise
5910 NE 6th Court
Miami, FL 33137-2304

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 MARCH 14, 2002 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) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE APPRAISED VALUE OF THE PROPERTY, AND (4) THE CITY AND OPTIONEE APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY OPTIONOR, AND (5) APPROVAL OF THE CITY COMMISSION OF THE CITY OF MIAMI FLORIDA 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 _____

(As to Optionor)

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared _____, who first being duly sworn, deposes and says that (he)(she) executed the above instrument for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2002.

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

(NOTARY PUBLIC)
SEAL

Notary Public

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

Optionee:

CITY OF MIAMI, a municipal corporation
of the State of Florida

By: _____
Joe Arriola, City Manager

Date signed by Optionee

ATTEST:

Priscilla A. Thompson, City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

Alejandro Vilarello,
City Attorney

Diane J. Ericson
Risk Management Administrator

STATE OF FLORIDA)
)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by Carlos A. Gimenez, 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: _____

Exhibit "A"

**Address: 255 NE 59th Terrace
Miami, FL**

**Legal Description: LOT 45 LESS ST PIERCES DIV BISCAYNE PARK A
RESUB PB 1-198 SECTION 18 TOWNSHIP 53 RANGE
42 EAST.**



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: April 16, 2003
 NAME OF PROJECT: LITTLE HAITI PARK - Land Acquisition 253 NE 59 Terrace
 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: Team 2 - Fernando Paiva & Andre Bryan
 RESOLUTION NUMBER: R-03-42 CIP/PROJECT NUMBER: 331412
 ADDITIONAL PROJECT NUMBER: _____
 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$ 88,310.00
 SOURCE OF FUNDS: Little Haiti Park Land Acquisition & Development, 20 Million in first Series, total \$25 Million
 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: _____
 DESCRIPTION OF PROJECT: Said acquisition inclusive of cost of survey, appraisal, environmental report, title insurance, and demolition associated with said acquisition.

ADA Compliant? YES NO N/A
 Approved by Audit Committee? YES NO N/A DATE APPROVED: 4/10/03
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 4/22/03
 Approved by Commission? YES NO N/A DATE APPROVED: 5/8/03
 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: Part of pattern that will provide parking to Caribbean Market Place and possible Park.

APPROVAL: *Robert C. Fler* DATE: _____
 BOND OVERSIGHT BOARD

INTER-OFFICE MEMORANDUM

TO : The Honorable Mayor and
Members of the City Commission

DATE : Option to Purchase Real Property^{FILE:}
Located at 253 NE 59th Terrace

SUBJECT : LHP # 55 in Connection with Little
Haiti Park

FROM : Joe Arriola,
Chief Administrator

REFERENCES : Resolution and Option Agreement

ENCLOSURES:

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 253 Northeast 59th Terrace (the Property), Miami, Florida, as legally described in the Option Agreement between the City of Miami and Ary Moise International, a Florida Corporation (Seller) attached hereto and made a part hereof, in connection with the development of Little Haiti Park, with a purchase price of \$78,000, and to consummate said transaction in accordance with the terms of said Option Agreement. This Resolution further allocates funds in the amount of \$88,310.00 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, and demolition associated with said acquisition.

BACKGROUND:

On September 25, 2001 the City of Miami Commission adopted Resolution 01-1029 directing the City Manager to take all steps necessary to initiate and implement the development of a first class 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 67th Street between Northeast 2nd Avenue and the Railroad Tracks.

On April 11, 2002 the City of Miami Commission adopted Resolution 02-395 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 above referenced property is within the park boundaries and is necessary as part of the land assembly required for the Little Haiti Park Project.

An independent appraisal was procured establishing Sixty Thousand (\$60,000.00) dollars as the fair market value for the Property. The Department of Economic Development prepared, and the City Manager executed, an Option Agreement to purchase this property for \$78,000, with an option payment of \$100.00.

The Purchase Price exceeds the appraised value of Sixty Thousand (\$60,000.00) dollars by Eighteen Thousand (\$18,000.00) dollars. It is a condition precedent to the validity of the Option 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 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 \$88,310.00 will be provided through CIP NO. 331412 entitled "Little Haiti Park Land Acquisition and Development."

J-00-
03/26/03

RESOLUTION NO. _____

A RESOLUTION OF THE CITY MIAMI COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXERCISE THE OPTION TO PURCHASE THE PROPERTY LOCATED AT 253 NORTHEAST 59TH TERRACE (THE "PROPERTY"), MIAMI, FLORIDA, AS LEGALLY DESCRIBED IN THE OPTION AGREEMENT BETWEEN THE CITY OF MIAMI AND ARY MOISE INTERNATIONAL (SELLER), A FLORIDA CORPORATION ATTACHED HERETO AND MADE A PART HEREOF, IN CONNECTION WITH THE DEVELOPMENT OF LITTLE HAITI PARK, WITH A PURCHASE PRICE OF \$78,000 AND TO CONSUMMATE SAID TRANSACTION IN ACCORDANCE WITH THE TERMS OF SAID OPTION AGREEMENT; FURTHER ALLOCATING FUNDS IN THE AMOUNT OF \$88,310 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 ASSOCIATED WITH SAID ACQUISITION.

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 first-class 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 67th Street between Northeast 2nd Avenue and the Railroad Tracks; and

WHEREAS, on April 11, 2002 the City of Miami Commission adopted Resolution 02-395 directing 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 above referenced property is within the park boundaries and is necessary as part of the land assembly required for the Little Haiti Park Project; and

WHEREAS, an independent appraisal was procured, establishing Sixty Thousand (\$60,000.00) dollars as the fair market value for the Property; and

WHEREAS, the Department of Economic Development prepared, and the City Manager executed, an Option Agreement to purchase this property for Seventy Eight Thousand (\$78,000) dollars, with an option payment of One Hundred (\$100.00) dollars.

WHEREAS, the Purchase Price exceeds the appraised value of Sixty Thousand (\$60,000) dollars by Eighteen Thousand (\$18,000) dollars; 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 of the City of Miami approve the Option Agreement by a greater majority of a 4/5th vote of its members; 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 hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

Section 2. The City Manager is hereby authorized to exercise the Option Agreement for the property located at 253 Northeast 59th Terrace (the "Property"), Miami, Florida, as legally described in the Option Agreement between the City of Miami and Ary Moise International (Seller), a Florida Corporation, attached hereto and made a part hereof, in connection with the development of Little Haiti Park, with a purchase price of \$78,000 and to consummate said transaction in accordance with the terms of said Option Agreement; further allocating funds in the amount of \$88,310 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 associated with said acquisition.

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

PASSED AND ADOPTED this _____ day of _____, 2003.

Manuel A. Diaz, Mayor

ATTEST:

Priscilla A. Thompson
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Alejandro Vilarello
City Attorney

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

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 Ary Moise International, Inc. a Florida Corporation, whose principal address is 5910 N.E. 6th Court, Miami, Florida, 33137 ("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.

1. **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 Seventy Eight Thousand (\$78,000.00) dollars (the "Purchase Price"), which, after reduction by the amount of the Option Payment, and adjustment by the appraisal should it be required, 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 5,500 square feet, to be confirmed by the Survey. The determination of the final Purchase Price can only be made after the completion and approval of the appraisal, survey, and environmental audit.

2. **OPTION TERMS.** The option payment is \$100.00 ("Option Payment"). This payment will be made at 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 April 30, 2003 ("Option Expiration Date"). During this time, the Optionor shall not lease, sell, transfer, or offer these 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 April 30, 2003 ("Option Expiration Date"), unless extended by other provisions of this Agreement. The closing shall occur within one hundred twenty (120) days of the option expiration date set forth above by the City (the "Closing Date"), 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.

3. 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. However, 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; (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 ordered by the City results in a finding that environmental contamination of the Property has resulted; and (e) the cost of clearing hazardous materials exceeds 5% of the purchase price; (f) the Optionor cannot deliver fully insurable and marketable title. 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.

This Agreement is also contingent upon Optionee's funds for closing being available at closing. If such funds are not available 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.

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.

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 Option Expiration 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 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 90 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 to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by Optionee, (b) accept the title as it then is with no reduction in the Purchase Price, (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. Optionee will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed 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 mileage 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;
 - (ii) documentary stamps and surtax on the deed.
 - (iii) all recording charges, filing fees payable in connection with the transfer of the Property hereunder;

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 prior to the exercise of the option by City.

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:

Ary Moise
5910 NE 6th Court
Miami, FL 33137-2304

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 MARCH 14, 2002 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) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE APPRAISED VALUE OF THE PROPERTY, AND (4) THE CITY AND OPTIONEE APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY OPTIONOR, AND (5) APPROVAL OF THE CITY COMMISSION OF THE CITY OF MIAMI FLORIDA 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 _____

(As to Optionor)

STATE OF FLORIDA)

)
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared _____, who first being duly sworn, deposes and says that (he)(she) executed the above instrument for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2002.

() Personally known

() Produced as Identification:

(NOTARY PUBLIC)

SEAL

Notary Public

(Printed, Typed or Stamped Name)

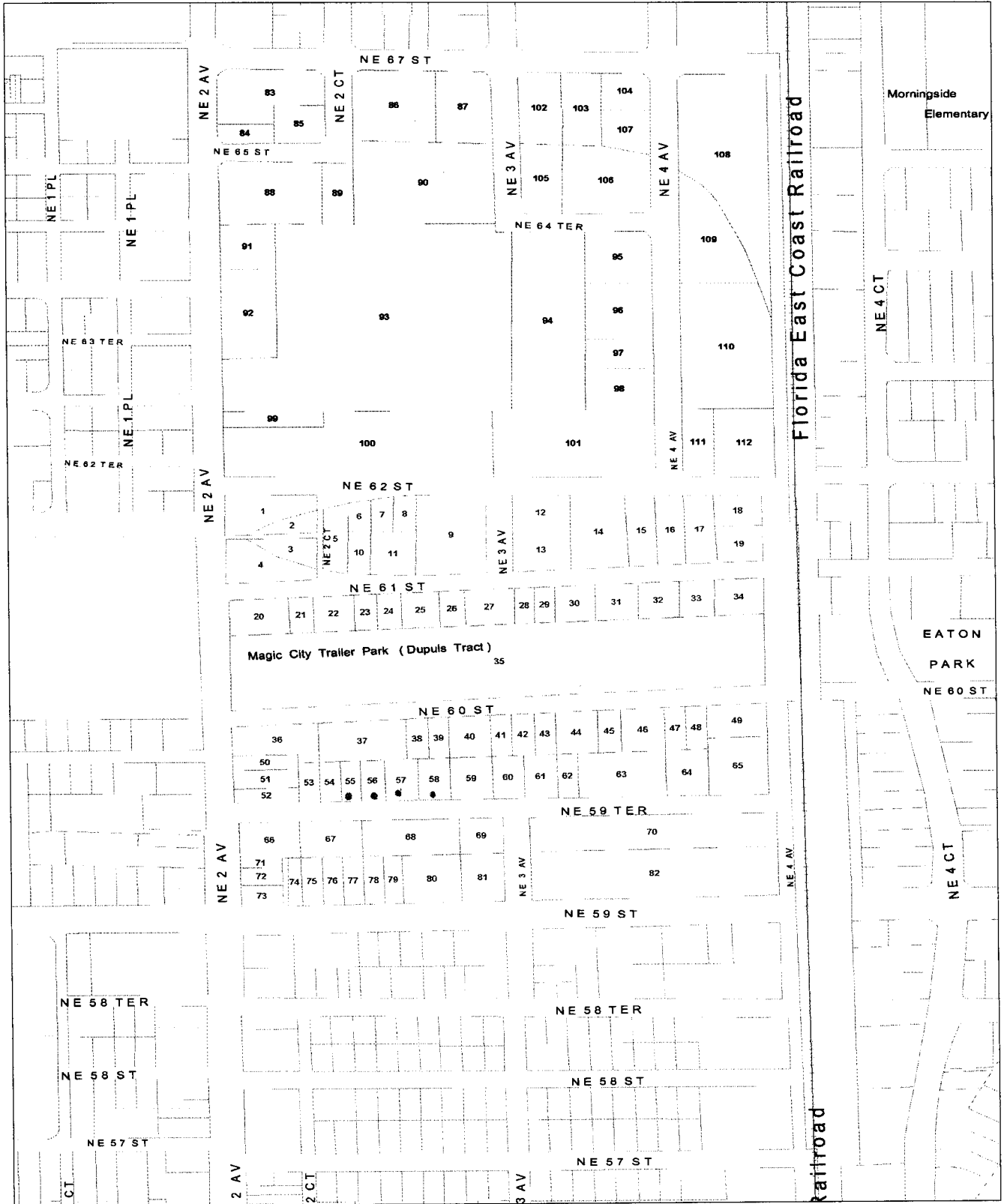
Commission No.: _____

My Commission Expires: _____

Exhibit "A"

Address: 253 NE 59th Terrace
Miami, FL

Legal Description: LOT 46 OF PIERCES DIVISION BISCAYNE PARK A
RESUBDIVISION, ACCORDING TO THE PLAT
THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE
198, OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA.



City of Miami

Little Haiti Park Properties



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: April 17, 2003

NAME OF PROJECT: **ORANGE BOWL STADIUM 2003 STRUCTURAL REPAIRS**

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

INITIATING CONTACT PERSON/CONTACT NUMBER: Christina Abrams / 305.579.6341

C.I.P. DEPARTMENT CONTACT: Juan Ordonez 305.416.1241

RESOLUTION NUMBER: R-03-829 CIP/PROJECT NUMBER: 324002

ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$2,000,000.00 (total amount budgeted for this item = 16 Million)

SOURCE OF FUNDS: Homeland Defense - Orange Bowl Ramps & Improvements; Structural Repair

ACCOUNT CODE(S): CIP # 324002

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: Juan Ordonez, C.I.P.

DESCRIPTION OF PROJECT: Improve the structural integrity of the stadium, including the emergency structural repairs required by the "40-years Structural Recertification for the Orange Bowl Stadium." This work has been done under the supervision and direction of Bliss & Nyitray, who were hired to conduct an in-depth structural assessment of the Stadium's structure. See attachment for a list of the emergency remedial work needed.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 4/17/03

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 4/22/03

Approved by Commission? YES NO N/A DATE APPROVED: 7/17/03

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: \$ 447,000 already spent. Should be painted per staff - current lawsuit precludes this. A maintenance program should be adopted for preventative measures to prevent deterioration of stadium.

APPROVAL: *[Signature]*
BOND OVERSIGHT BOARD

DATE: _____

INTER-OFFICE MEMORANDUM

TO : Joe Arriola, Chief Administrator/
City Manager

DATE : March 17, 2003

FILE : B-3297

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

SUBJECT : "Emergency Finding for the
Orange Bowl Stadium 2003
Structural Repairs

REFERENCES :

ENCLOSURES :

This Memorandum serves to request your approval of an "Emergency Finding", to proceed with the emergency repair of several structural elements in the Orange Bowl Stadium, as requested by Bliss & Nyitray, Structural Engineers for the Stadium, in the reports dated December 2002 and June 2001.

From 1999 to 2002 the City of Miami through the Department of Public Works, has invested a total of \$4,000,000.00 to preserve the structural integrity of the Stadium, including the emergency structural repairs required by the "40-years Structural Recertification for the Orange Bowl Stadium". This work has been done under the supervision and direction of Bliss & Nyitray, which were hired to conduct an in depth structural assessment of the Stadium structure.

Because time is of the essence to complete the remedial work schedule for this year, prior to the 2003 football season, hereby we are requesting your authorization to proceed in an informal bidding, to receive a sealed bid proposal for the Orange Bowl Stadium 2003, Structural Repairs, B-3297. The estimated construction cost for this year's repairs is in the amount of \$2,000,000.00. Funds are available under CIP No. 324002 for the emergency remedial work indicated above. When these emergency repairs are finalized, this Emergency Finding will be placed on the next available Commission Agenda for Ratification.

Approved By: [Signature]
Larry Spring, Chief of Strategic
Planning, Budgeting & Performance

Date: 3-21-03

Approved By: [Signature]
Joe Arriola, Chief Administrator/
City Manager

MAR 25 2003

Date: _____

JCC/JBO/cw

C.I.P. APPROVAL:
[Signature] 3-18-03
Signature Date

ORANGE BOWL STADIUM
40 YEARS RECERTIFICATION
REVISED BUDGET
OCT. 8, 02

1. REPAIR OF APPROX. 42 MAIN COL. INCLUDING: WEB, FLANGES, & LAT. BRACING (#9) 42 COL.X \$ 4,900. =	\$205,800.
2. REPAIR OF APPROX. 20 MAIN COL. INCLUDING: FLANGES & LAT. BRACING (#13) 20 COL.X \$3,050.=	\$ 61,000.
3. REPAIR OF APPROX. 15 MAIN COL. INCLUDING: WEB & LAT. BRACING (#14) 15 COL.X \$1,950.=	\$ 29,250.
4. REPAIR OF APPROX. 40 COL. BOTTOM SECTION (#16) 40 COL.X \$2,250.=	\$ 90,000.
5. DEMOLITION OF 35 MAIN COL. CONC. ENCASEMENT (#10) 35 COL.X \$320.=	\$ 11,200.
6. DEMOLITION OF 88 COL. BASES (#11) 88 COL.X \$120.=	\$ 10,560.
7. REPLACEMENT OF 6 W 8X28 STL. COLUMNS (#17) 6 COL.X \$8,100.=	\$ 48,600.
8. REPLACEMENT OF 32 STL. BEAMS (#19) 32 BEAMS X \$5,800.=	\$185,600.
9. REPAIR OF DAMAGED STANDS AT MAINTENANCE ROOM (#18)	\$ 24,800.
10. REPAIR OF 2 VOMITORY RAMPS (#15) 2 RAMPS X \$8,170.=	\$ 16,340.
11. REPAIR OF 10 MAIN CONNECTIONS (#20) 10 CON.X \$2,600.=	\$ 26,000.
12. STUB COLUMNS (40) FOR RAKED BEAMS (#21) 40 STUB COL.X \$2,700.=	\$ 108,000.
13. REPAIR OF 4 LIGHTING TOWER (#23) 4 LIGHT TOWERS X 15,800.=	\$ 63,200.
14. RELOCATION OF ELECTRIC JUNCTION BOXES (#24)	\$ 4,600.
15. SUPPLEMENT AT THE TOP OF 7 COLUMNS (#25)	\$ 3,045.
16. SUPPLEMENT OF 4 DISTORTED GUSSET PLATES (#26)	\$ 3,500.
17. REPLACEMENT OF 12 UPPER TRUSSES SUPPORT (#27)	\$ 21,000.
18. REPAIR OF 16 MAIN "X" BRACING (#28)	\$ 28,000.
19. REPAIR OF 4 LIGHTING TOWER SUPPORT (#35)	\$ 59,416.
20. CONCRETE SLAB PATCHING (#29)	\$ 12,760.
21. 68' ELEV. CONCOURSE REPAIRS (#30)	\$ 14,059.
22. WING WALLS & SUPPORT REPAIR (#31)	\$ 11,020.
23. LOWER PRESS BOX REPAIRS	\$460,000.
TOTAL	\$ 1,497,750.

SOURCE OF FUNDS:

\$ 105,090.	
\$ 400,000.	
\$ 390,000.	
\$ 400,000.	
\$ 210,000.	
TOTAL	\$ 1,505,090.

ORANGE BOWL STADIUM
2003 STRUCTURAL REPAIRS, B-3297
DISTRICT 3

1. REPAIR OF APPROX. 40 SUPPORTS FOR MAIN UPPER TRUSSES ALONG "K" GRID LINE. 40 CONNECTIONS X \$8,500.=	340,000.
2. REPAIR OF APPROX. 20 SUPPORTS FOR MAIN UPPER TRUSSES: ALONG "M" GRID LINE. 20 CONNECTIONS X \$2,600.=	52,000.
3. STEEL DECK REPLACEMENT AT +13'-0" ELEV. CONCOURSE 5,500. X \$55.=	302,500.
4. REPLACEMENT OF APPROX 15 C 8X 18.75 STL. BEAMS FRAMING THE +13'-0" ELEV. CONCOURSE. 15 BEAMS X \$2350.=	35,250..
5. REPLACEMENT OF APPROX 30 C 12X20.7 STL. BEAMS FRAMING THE +13'-0" ELEV. CONCOURSE 30 BEAMS X \$4,800.=	144,000.
6. REPLACEMENT OF APPROX. 2,000 SF OF CONCRETE SLAB. AT +9'-0" ELEV. CONCOURSE. 2,000 X \$27.=	54,000.
7. REPLACEMENT OF APPROX. 16 W 14X43 STL. BEAMS FRAMING THE +9'-0" ELEV. CONCOURSE. 16 BEAMS X \$5,800.=	92,800.
8. REPLACEMENT OF APPROX 20 W 12X35 STL BEAMS FRAMING THE VOMITORY RAMPS AT ELEV. 9'-0" 13'-0" 20X4,500.=	90,000.
9. REPLACEMENT OF APPROX 20 W 12X30 STL. BEAM FRAMING THE CONCOURSES AT DIFFERENT ELEV. 20X4,000.=	80,000.
10. NEW END SUPPORT FOR RAKER BEAMS AT GROUND LEVEL. 40 SUPPORTS X \$2,700.=	108,000.
11. CONSTRUCTION OF APPROX. 70 COLUMN BASIS 70 COL. BASIS X \$300.	21,000.
12. LIGHTING TOWER'S LIGHT CLUSTER BRACKETS. ALLOWANCE FOR INSPECTION & REPAIRS	100,000.
13. INSPECTION AND REPAIR OF 24 STEEL COL. ALONG "M" GRID LINE. 24 COL. X \$5,000.=	120,000.
14. SPECIAL PROVISIONS	250,000.
TOTAL DIRECT CONSTRUC. COST	\$1,789,550.
TOTAL SOFT COSTS	\$ 210,450.
TOTAL PROJECT COST	\$2,000,000.

- Emergency Finding for the Orange Bowl Stadium 2003 Structural Repairs.

The Committee recommended approval of this project, including approximately \$2,000,000 of line items that Juan Ordonez of the CIP Department explained has already been spent or will be spent on repairs to the Orange Bowl. Board Member Marko raised the question of why the Orange Bowl does not presently have a permanent staff to perform preventive maintenance duties. Mr. Ordonez replied that there is currently a lawsuit pending, involving the people who formerly performed maintenance at the Orange Bowl and the matter would remain pending until the legal issues are resolved. Vice Chairman Reyes suggested that the consultant who is hired for this project should identify ways that the Orange Bowl might be used to generate cash flow and inquired as to whether the City would be better off destroying the Orange Bowl and converting it to some other use. Board Member de Rosa suggested that the Orange Bowl site would be an excellent place for corporate services.

HD/NIB MOTION 03-34

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD AUDIT COMMITTEE OF EMERGENCY FUNDING FOR THE ORANGE BOWL STADIUM 2003 STRUCTURAL REPAIRS PROJECT; FURTHER, THAT A MAINTENANCE PROGRAM BE IMPLEMENTED AT THE ORANGE BOWL STADIUM AS SOON AS IS LEGALLY POSSIBLE IN ORDER TO PREVENT STRUCTURAL DEGRADATION OF THE SITE.

MOVED: M. REYES
SECONDED: L. CABRERA
ABSENT: R. AEDO; R. CAYARD; J. GRIMES

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

provided by District 4. The project is split into two parts: 1) Interior of park fee--\$13,000; and 2) Right-of-way fee-\$23,000. Funding of \$100,000 came from District 4; \$38,000 from Parks Dept. for interior and for right-of-way, and funding from Street Improvements. Staff should be coming back in January 2004 for construction money for interior work. Right-of-way improvements have not started, because a survey is still needed. Construction drawings should be available in approximately six months.

4. Orange Bowl Stadium 2003 Structural Repairs.

Lawsuit is still ongoing. Construction started in September 2003. Football season started, which limited progress of work to underneath the stadium. Current construction is satisfactory. When the football season ends, full construction will begin.

Additional Concerns:

It is the opinion of the Audit Subcommittee that rather than continuing the procedure of having project updates come before the Audit Subcommittee, the updates should come before the entire BOB.

At the last Audit Subcommittee meeting, a discussion was had concerning the lack of attendance at the Audit Subcommittee meetings, and the negative impact it will have on the Board, as much of the knowledge about various projects, and recommendations, various considerations and detailed information is centralizing on a very few amount of people who do attend the Audit Subcommittee meetings. Board Member Marko suggested that as a

result of poor attendance, the continuity of information by the Board would be lost or housed exclusively with staff. He further expressed his belief that the collective knowledge of the Board should remain with the Board as opposed to with staff. He prevailed upon Chairman Flanders to reach out to the Mayor and Commissioners to try to get more involvement at the BOB and at the Audit Subcommittee where much of the collective memory and hard core work is achieved.

Board Member Aedo suggested that the makeup of the Audit Subcommittee should be done on a rotational basis, so that every BOB member would have the opportunity to be a part of the core group of people involved in the Audit Subcommittee.

III. CHAIRPERSON'S OPEN AGENDA:

- Discussion of Bid Process.

Chairman Flanders advised that in the development of the BOB, in the growth of the CIP Dept., in the commissioning of projects, something has been uncovered which is undermining the success of all efforts, and that is the bidding process. The bid process, as it's laid out, is a product of affirmative action. It's a product of minority set-asides and a product of the City being required, by its own statute, to accept what is called the lowest bid, and ending up with products, in the areas that most need them -- depressed areas -- where doors are falling off hinges, concrete is falling, etc. So good money is being used to develop needed projects, but because the bid process is so flawed, the quality of the finished product is very poor. At some point, we have to determine what's more important -- following blindly a process that's been set into motion, or being truly concerned about the greater good, which is a project which remains whole over a period of



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 4/17/03

NAME OF PROJECT: SHENANDOAH PARK - PROFESSIONAL AGREEMENT

INITIATING DEPARTMENT/DIVISION: CIP

INITIATING CONTACT PERSON/CONTACT NUMBER: Juan Ordonez 305.416.1241

C.I.P. DEPARTMENT CONTACT: Same as above

RESOLUTION NUMBER: R-03-418 CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

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

TOTAL DOLLAR AMOUNT: \$ 1,350,000.00 (asking for \$200,000.00 for professional service agreement with R.E. Chisholm Architects)

SOURCE OF FUNDS: Neighborhood Park Improvements & Acquisitions; Coral Way NET Area Park Improvements; Shenandoah Park

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: Fernando Paiva, C.I.P.

DESCRIPTION OF PROJECT: Design and develop a new day care center, basketball courts, the renovation of the pool facility and other site amenities.

ADA Compliant? YES NO N/A

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

Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 4/22/03

Approved by Commission? YES NO N/A DATE APPROVED: 5/8/03

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

Time Approval 6 months 12 months Date for next Oversight Board Update: 10/17/03

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

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

CONSTRUCTION COST: _____

Is conceptual estimate within project budget? YES NO

If not, have additional funds been identified? YES NO

Source(s) of additional funds: _____

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

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

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____

Have additional funds been identified? YES NO

Source(s) of additional funds: _____

Time impact _____

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

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

6. COMMENTS:

APPROVAL: Robert A. Hernandez
BOND OVERSIGHT BOARD

DATE: 4/16/2003

CONSENT AGENDA CONT'D

CA-8. **RESOLUTION - (J-03-) - (AUTHORIZING THE CITY MANAGER'S ENGAGEMENT OF R.E. CHISHOLM ARCHITECTS, INC.)**

AUTHORIZING THE CITY MANAGER'S ENGAGEMENT OF R.E. CHISHOLM ARCHITECTS, 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 FOR THE PROJECT ENTITLED "SHENANDOAH PARK IMPROVEMENTS, B-3304" IN DISTRICT 4, IN AN AMOUNT NOT TO EXCEED \$200,000, BASED ON (1) THE SCOPE OF SERVICES REQUIRED FOR THE PROJECT, AND (2) TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT WITH R.E. CHISHOLM ARCHITECTS, INC. EXECUTED PURSUANT TO RESOLUTION NO. 02-144; 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 \$200,000, FOR SERVICES AND EXPENSES INCURRED BY THE CITY FROM CAPITAL IMPROVEMENTS PROGRAM PROJECT NO. 331419.

R-03-418
MOVED: SANCHEZ
SECONDED: GONZÁLEZ
ABSENT: WINTON

INTER-OFFICE MEMORANDUM

Honorable Mayor and Members
of the City Commission

DATE

FILE

SUBJECT

Shenandoah Park Improvements
in District 4

REFERENCE

Joe Arriola
Chief Administrator

ENCLOSURES

RECOMMENDATION

It is respectfully recommended that the City Commission adopt the attached Resolution authorizing the Chief Administrator/City Manager to negotiate and execute a Professional Services Agreement with R.E. Chisholm Architects, Inc, for professional services not to exceed \$200,000 for the project "Shenandoah Park Improvements, B-3304".

BACKGROUND

The Department of Capital Improvements has analyzed the need to enter into an agreement with an architectural firm for the design and development of a new Day Care Center, Basketball courts, the renovation of the Pool Facility and other site amenities at Shenandoah Park. R.E. Chisholm, Inc. was selected from the list of pre-approved architectural firms. 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 an equitable proposal. Funds allocated for R.E. Chisholm, Inc. professional services shall not to exceed \$200,000.

FISCAL IMPACT

None

JA/JCC/JBO/FP

J-
4/11/03

RESOLUTION No. _____

A RESOLUTION OF THE MIAMI CITY COMMISSION AUTHORIZING THE CITY MANAGER'S ENGAGEMENT OF R.E. CHISHOLM ARCHITECTS, 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 FOR THE PROJECT ENTITLED "SHENANDOAH PARK IMPROVEMENTS, B-3304" IN DISTRICT 4, IN AN AMOUNT NOT TO EXCEED \$200,000 BASED ON (1) THE SCOPE OF SERVICES REQUIRED FOR SAID PROJECT, AND (2) TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT WITH R.E. CHISHOLM ARCHITECTS, INC. PURSUANT TO RESOLUTION NO. 02-144 AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, FOR THE SAID PURPOSE; AND ALLOCATING FUNDS, IN AN AMOUNT NOT TO EXCEED \$200,000, FOR SERVICES AND EXPENSES INCURRED BY THE CITY FROM CAPITAL IMPROVEMENTS PROGRAM PROJECT NO. 331419.

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

Section 1. The City Manager's engagement of R.E. Chisholm Architects, 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,



City of Miami

Department of Capital Improvements

PROJECT ANALYSIS FORM

Revision No.: **3**

Emergency:

Project Name: SHENANDOAH PARK IMPROVEMENTS		Project Number: B-3304
Project Location: 2111 SW 19 Street		Commissioner District: 4
Initiating Dept.: Parks and Recreation		Project Budget: \$1,350,000
Account Number: 331419	Amount: \$1,350,000	Appropriated:
Account Number:	Amount:	Allocated:
Account Number:	Amount:	

PROJECT FUNDS ALLOCATION

DESIGN PHASE

A. A/E Design:			
1	Basic Fees (10% - 15% of C1)	15%	\$147,000.00
2	Additional Services (≥ 5% of A1)	5%	\$7,400.00
3	Miscellaneous Services (0.5% - 5% of C1)	1%	\$9,800.00
4	CIP Design Administration (2% - 5% of C1)	5%	\$49,000.00
B. In-House Design			
1	Basic Fees (5% - 10% of C1)	0%	\$0.00
2	Miscellaneous Services (0.5% - 5% of C1)	0%	\$0.00
**Design Phase Total:			\$213,200.00

CONSTRUCTION PHASE

C. Construction:			
1	Construction Estimate:		\$980,000.00
2	Contingency Allowance: (5% - 10% of C1)	6%	\$58,800.00
3	Permit Fees: (3% - 5% of C1)	3%	\$29,400.00
4	Other Agency Fees: (2% - 3% of C1)	2%	\$19,600.00
5	Telecommunications:		
6	Utilities:		
7	Establishment:		
Construction Total:			\$1,087,800.00
D. Construction Administration			
Const. Administration Total: (5% - 7% of C1)			\$49,000.00
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:			\$0.00
** Construction Phase Total			\$1,136,800.00
**Total Estimated Project Cost:			\$1,350,000.00

PROJECT SCOPE IDENTIFICATION

1. Removal of existing Daycare Center
2. New 3,500 square-foot Daycare Center for 30-45 kids (babies to toddlers)
3. Two new basketball courts (includes lighting)
4. New SW corner plaza and café, and improvements to the NW corner concession area
5. Alley parking lot improvements (includes the replacement of 360 linear-feet of chain link fence)
6. New vinyl bonded fencing with wind screen for the four (4) existing tennis courts
7. Renovate the existing 4,000 square-foot pool house. Renovated building must be ADA compliant
8. Resurface 45'x100' pool and 7,600 square-foot pool deck, and provide ADA and safety code required features
9. Replace all windows at the recreation building

FUNDING SOURCES

Homeland Defense Fund	Amount: \$1,350,000.00
	Amount: _____
	Amount: _____

Project Manager / Ext.: Fernando Paiva / ext. 1242 Date: April 15, 2003

*Order done 4/22/03
Pilar
Parks*

Reviewed by: _____ Date: _____

Reviewed by: _____ Date: _____

Accepted by: _____ Date: _____

Director of the Initiating Department



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 4/17/03
 NAME OF PROJECT: BRYAN PARK – PROFESSIONAL SERVICES AGREEMENT
 INITIATING DEPARTMENT/DIVISION: CIP
 INITIATING CONTACT PERSON/CONTACT NUMBER: Juan Ordonez 305.416.1241
 C.I.P. DEPARTMENT CONTACT: _____
 RESOLUTION NUMBER: R-03-417 CIP/PROJECT NUMBER: 331419
 ADDITIONAL PROJECT NUMBER: _____

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$60,000 (asking for \$70,000 for Professional Services agreement with Kimley Horne and Associates)
 SOURCE OF FUNDS: Neighborhood Park Improvements & Acquisitions; Coral Way NET Area Park Improvements; Bryan Park
 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: Fernando Paiva, C.I.P.
 DESCRIPTION OF PROJECT: Design and develop an additional drainage system and angled parking lot in the right-of-way and miscellaneous interior improvements to the park including the renovation of the existing office/restroom shelter, lighting, walkways, and other site amenities. Contractor is Kimley Horne and Associates.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 4/22/03
 Approved by Commission? YES NO N/A DATE APPROVED: 5/8/03
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: 10/22/03

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

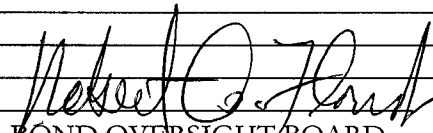
Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

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

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

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

6. COMMENTS: Approval subject to City Commission identifying shortfall in allocated District 4 money.

APPROVAL:  DATE: _____
 BOND OVERSIGHT BOARD

CA-7.

**RESOLUTION - (J-03-) - (AUTHORIZING THE CITY
MANAGER'S ENGAGEMENT OF KIMLEY-HORN AND
ASSOCIATES INC.)**

**AUTHORIZING THE CITY MANAGER'S ENGAGEMENT
OF KIMLEY-HORN AND ASSOCIATES 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 FOR THE PROJECT ENTITLED "BRYAN
PARK IMPROVEMENTS, B-3303" IN DISTRICT 4, IN AN
AMOUNT NOT TO EXCEED \$70,000, BASED ON (1) THE
SCOPE OF SERVICES REQUIRED FOR SAID PROJECT,
AND (2) TERMS AND CONDITIONS SET FORTH IN THE
AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES
INC. EXECUTED PURSUANT TO RESOLUTION NO. 02-
144; AUTHORIZING THE CITY MANAGER TO EXECUTE
THE NECESSARY DOCUMENTS, IN A FORM
ACCEPTABLE TO THE CITY ATTORNEY, FOR THE SAID
PURPOSE; AND ALLOCATING FUNDS, IN AN AMOUNT
NOT TO EXCEED \$70,000, FOR SERVICES AND
EXPENSES INCURRED BY THE CITY, FROM CAPITAL
IMPROVEMENTS PROGRAM PROJECT NO. 331419.**

R-03-417

MOVED: SANCHEZ
SECONDED: GONZÁLEZ
ABSENT: WINTON

Honorable Mayor and Members
of the City Commission

DATE

FILE

Bryan Park Improvements
in District 4

PROJECT

FROM

REFERENCED

Joe Arriola
Chief Administrator

ENCLOSURE

RECOMMENDATION

It is respectfully recommended that the City Commission adopt the attached Resolution authorizing the Chief Administrator/City Manager to negotiate and execute a Professional Services Agreement with Kimley-Horn and Associates, Inc., for professional services not to exceed \$70,000 for the project "Bryan Park Improvements, B-3303".

BACKGROUND

The Department of Capital Improvements has analyzed the need to enter into an agreement with an architectural firm for the design and development of a additional drainage system and angled parking lot in the right-of way and miscellaneous interior improvements to the park including the renovation of the existing office/restroom shelter, lighting, walkways, and other site amenities at Bryan Park. Kimley-Horn and Associates, Inc. was selected from the list of pre-approved architectural firms. 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 an equitable proposal. Funds allocated for Kimley-Horn and Associates, Inc. professional services shall not to exceed \$70,000.

FISCAL IMPACT

None

JA/JCC/JBO/FP

J-
4/11/03

RESOLUTION No. _____

A RESOLUTION OF THE MIAMI CITY COMMISSION AUTHORIZING THE CITY MANAGER'S ENGAGEMENT OF KIMLEY-HORN AND ASSOCIATES 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 FOR THE PROJECT ENTITLED "BRYAN PARK IMPROVEMENTS, B-3303" IN DISTRICT 4, IN AN AMOUNT NOT TO EXCEED \$70,000 BASED ON (1) THE SCOPE OF SERVICES REQUIRED FOR SAID PROJECT, AND (2) TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES INC. PURSUANT TO RESOLUTION NO. 02-144 AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, FOR THE SAID PURPOSE; AND ALLOCATING FUNDS, IN AN AMOUNT NOT TO EXCEED \$70,000, FOR SERVICES AND EXPENSES INCURRED BY THE CITY FROM CAPITAL IMPROVEMENTS PROGRAM PROJECT NO. 331419.

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

Section 1. The City Manager's engagement of Kimley-Horn and Associates, 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,

for the project entitled "Bryan Park Improvements, B-3303" in District 4, in an amount not to exceed \$70,000, based on (1) the scope of services required for the project and (2) terms and conditions set forth in the agreement with Kimley-Horn and Associates, Inc. pursuant to Resolution No. 02-144, with funds, in an amount not to exceed \$70,000, allocated for services and expenses incurred by the City from Capital Improvements Program Project No. 331419.

Section 2. The City Manager is further authorized^{1/} to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc. in a form acceptable to the City Attorney for the required services.

Section 3. 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

^{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.

ATTEST:

PRISCILLA A. THOMPSON
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

ALEX VILARELLO
CITY ATTORNEY



Budgetary Impact Analysis

Department Capital Improvements Division _____

Commission Meeting Date: May 4, 2003

Title and brief description of legislation or attached ordinance/resolution:
Resolution authorizing the City Manager's engagement of an architectural firm for the project entitled "Bryan Park Improvements, B-3303"

1. Is this item related to revenue? NO Yes (If yes, skip to item #4)

2. Are there sufficient funds in Line Item?

CIP Project #: 331419 (If applicable)

Yes: Index Code: 999307 Minor: 240 Amount: \$70,000

No: _____ Complete the following information:

3. Source of funds: Amount budgeted in the line item: \$ _____

Balance in line item: \$ _____

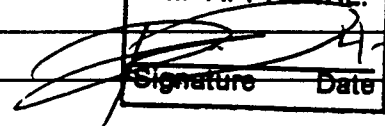
Amount needed in line item: \$ _____

Sufficient funds will be transferred from the following line items:

ACTION	ACCOUNT NUMBER	TOTAL
	Project No./Index/Minor Object	
From		\$ _____
From		\$ _____
To		\$ _____
To		\$ _____

4. Comments: _____

Homeland Defense Bond Funds

C.I.P. APPROVAL:

 Signature Date

Approved by:

[Signature]
Department Director/Designee

4/15/03
Date

APPROVALS

Verified by:

 Dept. of Strategic Planning, Budgeting & Performance
 Date:

Verified by CIP: (If applicable)

 Director/Designee
 Date:



City of Miami

Department of Capital Improvements

PROJECT ANALYSIS FORM

Revision No.: 4

Emergency:

Project Name: BRYAN PARK IMPROVEMENTS

Project Location: 2301 SW 13 Street **Project Number:** B-3303

Initiating Dept.: Parks and Recreation **Commissioner District:** 4

Account Number: 331419 **Amount:** \$38,410 **Project Budget:** \$283,700

Account Number: 311714 **Amount:** \$245,290 **Appropriated:** _____

Account Number: _____ **Amount:** _____ **Allocated:** _____

DESIGN PHASE

A. A/E Design:			
1	Basic Fees (10% - 15% of C1)	15%	<u>\$36,730.50</u>
2	Additional Services (≥ 5% of A1)	8%	<u>\$2,938.44</u>
3	Miscellaneous Services (0.5% - 5% of C1)	2%	<u>\$4,897.40</u>
4	CIP Design Administration (5% of C1)	5%	<u>\$12,243.50</u>
B. In-House Design			
1	Basic Fees (5% - 10% of C1)	0%	<u>\$0.00</u>
2	Miscellaneous Services (0.5% - 5% of C1)	0%	<u>\$0.00</u>
**Design Phase Total:			<u>\$56,809.84</u>

CONSTRUCTION PHASE

C. Construction:			
1	Construction Contract Estimate:		<u>\$244,870.00</u>
2	Contingency Allowance: (5% - 10% of C1)	8%	<u>\$19,589.60</u>
3	Permit Fees: (3% - 5% of C1)	3%	<u>\$7,346.10</u>
4	Other Agency Fees: (2% - 3% of C1)	2%	<u>\$4,897.40</u>
5	Telecommunications:		_____
6	Utilities:		_____
7	Establishment:		_____
Construction Total:			<u>\$276,703.10</u>
D. Construction Administration			
Const. Administration Total: (5% - 7% of C1)			<u>\$12,243.50</u>
E. Furnishings:			
1	Flooring (if N.I.C.)		_____
2	Furniture and Equipment: (5% - 7% of C1)	0%	<u>\$0.00</u>
3	Information Services:		_____
4	Accessories: (1% - 2% of C1)	0%	<u>\$0.00</u>
Furnishings Total:			<u>\$0.00</u>
F. Miscellaneous Construction Costs:			
1	Site Acquisition		_____
2	Miscellaneous Construction		_____
Misc. Construction Total:			<u>\$0.00</u>
** Construction Phase Total			<u>\$288,946.60</u>
**Total Estimated Project Cost:			<u>\$345,756.44</u>

PROJECT FUNDS ALLOCATION

PARK IMPROVEMENTS

1. Repair the restrooms at the Comfort Station
2. New security lighting system to illuminate the playground area and along SW 23 Court
3. Two (2) new drinking fountain with related underground plumbing work.
4. New sports lighting for new tennis court
5. Extend concrete walkway at the courts to the comfort station
6. New fence to enclose existing dumpster
7. New benches with shelter at the tennis courts

RIGHT-OF-WAY IMPROVEMENTS

8. New 8" limerock base - compacted to 95%
9. New 1" asphaltic concrete surface
10. Striping for new angle parking on SW 22 and 23 Courts
11. New 2-foot curb and gutter on SW 13 Street
12. Reinforce new curb and gutter
13. New 15" storm drain pipe
14. New storm drain structure
15. New 24" aluminum french drain
16. New sod in swale area

PROJECT SCOPE IDENTIFICATION

FUNDING SOURCES

<u>Homeland Defense Bond</u>	<u>Amount: \$38,410.00</u>
<u>Homeland Defence Quality of Life</u>	<u>Amount: \$245,290.00</u>
_____	Amount: _____

Project Manager / Ext.: Fernando Paiva / ext. 1242 Date: April 14, 2003

Reviewed by: _____ Date: _____

Reviewed by: _____ Date: _____

Accepted by: _____ Date: _____

Director of the Initiating Department