

Meeting Date: June 23, 2015

Agenda Item 21

REQUESTED COMMISSION ACTION:

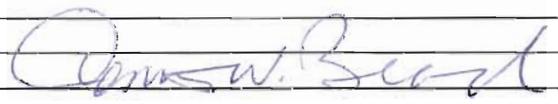
Consent  Ordinance  Resolution  Consideration/Discussion  Presentation

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, DECLARING SURPLUS AND EXPRESSING THE DESIRE OF THE CITY OF POMPANO BEACH TO SELL FOUR PARCELS OF REAL PROPERTY LYING WEST OF NW 27<sup>TH</sup> AVENUE AND BETWEEN NW 6<sup>TH</sup> STREET AND NW 6<sup>TH</sup> COURT AND COMMONLY REFERRED TO AS 607 NW 27<sup>TH</sup> AVENUE, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.

**Summary of Purpose and Why:**

Summary: The City of Pompano Beach declares the property at 607 NW 27<sup>th</sup> Avenue a surplus property and does hereby express its desire to sell the property (see Attachment "A"), in accordance with the provisions of the City Charter. Section 253 of the Pompano Beach Charter determines that there are no improvements located on the above-described land. The parcel was acquired by the City in 2006, at that time there was a 2-story apartment building on site; however, there were several Code and building violations on the property and the apartment building was demolished in 2007. Since 2007, the site was restored with sod and remained vacant. If approved, the bid opening for public sale will be held on July 14, 2015. The property is located with the NW CRA, thus prior to transfer notice must be given as per Florida State Statute Chapter 163.380.

- (1) Origin of request for this action: City Manager's Office
- (2) Primary staff contact: Daniel Keester/ Robin Bird Ext. 5541
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	5/29/2015	Approval	
City Attorney	6/12/15	Prepared Resolution	CAC: #2015-1026 
<input type="checkbox"/> Advisory Board			
<input checked="" type="checkbox"/> City Manager			

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 <sup>st</sup> Reading	1 <sup>st</sup> Reading	Results:	Results:
2 <sup>nd</sup> Reading			





**City Attorney's Communication #2015-1026**  
June 3, 2015

**TO:** Daniel T. Keester, Planner  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Sale of Surplus Property – Portion of NE 9<sup>th</sup> Court

As requested in your memorandum, Administrative Report No. 15-280, received in our office on June 1, 2015, I have prepared and attached the following form of Resolution captioned as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, DECLARING SURPLUS AND EXPRESSING THE DESIRE OF THE CITY OF POMPANO BEACH TO SELL FOUR PARCELS OF REAL PROPERTY LYING WEST OF NW 27<sup>TH</sup> AVENUE AND BETWEEN NW 6<sup>TH</sup> STREET AND NW 6<sup>TH</sup> COURT AND COMMONLY REFERRED TO AS 607 NW 27<sup>TH</sup> AVENUE, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.**

I am also attaching a Notice of Sale of Surplus Property and Bid Specifications. If this property is in the CRA area, prior to transfer, a Florida Statute Chapter 163 Notice must be given.

Please ensure that the date of the bid opening is inserted into the resolution prior to presentation to the City Commission. Also, please insert the proper dates in the other documentation. In accordance with the City Charter, at any time not less than 30 days, nor more than 60 days, after adoption of the resolution, the land shall be offered for sale to the public, and a notice shall be published by the city in a newspaper of general circulation in the city for two issues before such date of sale, with the first publication not less than 10 days before the date of sale, and the second publication one week after the first.

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GORDON B. LINN

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, DECLARING SURPLUS AND EXPRESSING THE DESIRE OF THE CITY OF POMPANO BEACH TO SELL FOUR PARCELS OF REAL PROPERTY LYING WEST OF NW 27<sup>TH</sup> AVENUE AND BETWEEN NW 6<sup>TH</sup> STREET AND NW 6<sup>TH</sup> COURT AND COMMONLY REFERRED TO AS 607 NW 27<sup>TH</sup> AVENUE, POMPANO BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That the City of Pompano Beach does hereby declare a surplus and does hereby express its desire to sell, in accordance with the provisions of the City Charter, certain parcels of land lying west of NW 27th Avenue and between NW 6th Street and NW 6th Court and commonly referred to as 607 NW 27th Avenue, Pompano Beach, Florida, said property being described as follows:

**See Exhibit "A" attached hereto and made a part hereof.**

**SECTION 2.** In accordance with Section 253 of the Pompano Beach Charter, the City Commission hereby finds, determines and declares as follows:

- A. That there are no improvements located upon the above-described land.
- B. Said land has not been used by the City for any purpose since it was acquired by the city by Quit Claim Deed on November 7, 2006.

C. Said land has not been put to any public use since acquired by the city and it is not contemplated that the property will be put to any public purpose in the reasonably foreseeable future.

**SECTION 3.** The City Clerk is hereby authorized and directed to advertise said property for public sale in accordance with the provisions of the City Charter, the date of bid opening to be July 28, 2015, said date not being less than thirty (30) nor more than sixty (60) days after adoption of this Resolution.

**SECTION 4.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

GBL/ds  
6/3/15  
l:reso/2015-360

**Attachment "A"**

Property information and Property Appraiser parcel information



# CITY OF POMPANO BEACH PLAT MAP



<u>2700</u>	<u>2750</u>	<u>2740</u>	<u>2730</u>	<u>2720</u>	<u>2710</u>	<u>2704</u>	
696	695	694	693	692	691	690	689
							688
							609
	682	683	684	685	686		687
<u>2711</u>	<u>2751</u>	<u>2741</u>	<u>2731</u>	<u>2721</u>			<u>2701</u>

**Subject Site**

<u>2720</u>	<u>2810</u>	<u>2800</u>	<u>2770</u>	<u>2760</u>	<u>2760</u>		
674	673	672	671	670	669	668	667
							666
							665
<u>2759</u>	<u>2745</u>	<u>2737</u>	<u>2729</u>	<u>2721</u>			

50'

<u>2750</u>	<u>2744</u>	<u>2738</u>	<u>2732</u>	<u>2726</u>	<u>2710</u>		646
652	651	650	649	648	647		645
							816
809	810	811	812	813	814	815	817
<u>2749</u>		<u>2741</u>	<u>2733</u>	<u>2725</u>	<u>2719</u>	<u>2711</u>	<u>2701</u>

50'

<u>2756</u>	<u>2744</u>	<u>2738</u>	<u>2732</u>	<u>2726</u>			818
826	825	824	823	822	821	820	819
							892
885	886	887	888	889	890	891	893
<u>2749</u>		<u>2737</u>	<u>2741</u>		<u>2719</u>	<u>2713</u>	<u>2701</u>

50'

<u>2750</u>		<u>2738</u>	<u>2732</u>	<u>2726</u>	<u>2724</u>	<u>2714</u>	894
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<u>2690</u>	<u>2650</u>	<u>2644</u>	<u>2638</u>	<u>2632</u>	<u>2626</u>	<u>2620</u>	
101	642	641	640	639	638	637	
100	625	626	627	628	629	630	
<u>2661</u>	<u>2691</u>	<u>2649</u>	<u>2643</u>	<u>2637</u>	<u>2631</u>	<u>2625</u>	<u>2619</u>

50' N.W.

<u>2694</u>	<u>2690</u>	<u>2640</u>	<u>2630</u>	<u>2636</u>	<u>2610</u>	<u>2626</u>	<u>2620</u>
99	620	619	618	617	616	615	
602							
601	603	604	605	606	607	608	
	<u>2649</u>	<u>2643</u>	<u>2637</u>	<u>2631</u>	<u>2625</u>	<u>2619</u>	

50' N.W.

600	<u>2650</u>	<u>2644</u>	<u>2638</u>	<u>2632</u>	<u>2626</u>	<u>2620</u>	
599	598	597	596	595	594	593	
516							
515	517	518	519	520	1	2	3
	<u>2681</u>	<u>2671</u>	<u>2661</u>	<u>2651</u>	<u>2621</u>		<u>2601</u>

50' N.W.

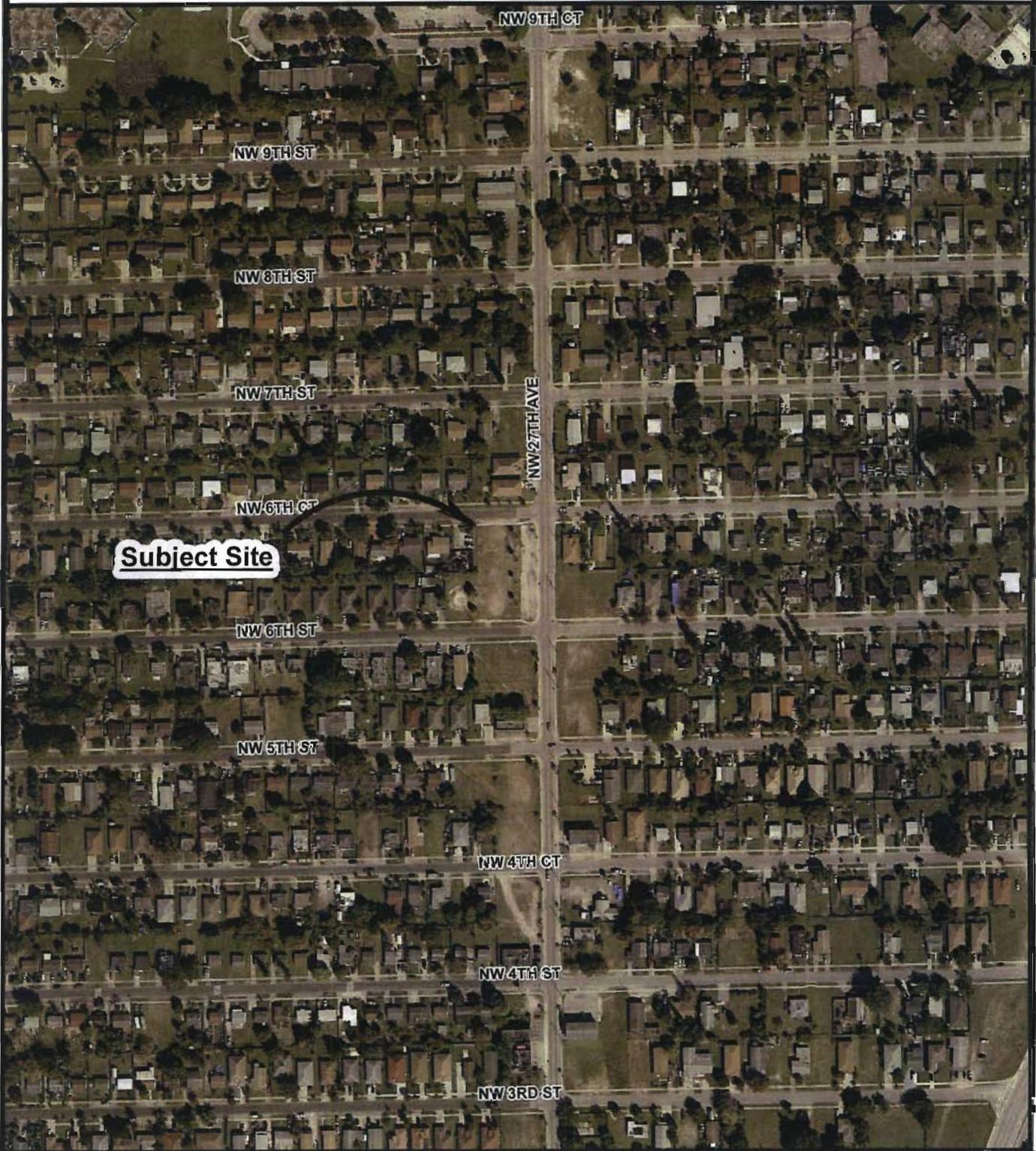
<u>2660</u>	<u>2650</u>	<u>2640</u>	<u>2630</u>	<u>2620</u>	<u>2610</u>	<u>2600</u>	<u>2598</u>
514	513	512	511	510	509	508	506
514-A							
491							
490	492	493	494	495	496	497	498
	<u>2671</u>	<u>2555</u>	<u>2549</u>	<u>2543</u>	<u>2537</u>	<u>2531</u>	<u>2525</u>

50' N.W.

<u>2670</u>	<u>2556</u>	<u>2550</u>	<u>2546</u>	<u>2536</u>	<u>2532</u>	<u>2580</u>	
489							

NTS		PREPARED BY: DEPARTMENT OF DEVELOPMENT SERVICES
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# CITY OF POMPANO BEACH AERIAL MAP



1 in = 300 ft

6/8/2015

KeeDan

\\GIS\SDBSVR\larcgisserv\directories\larcgis\Planning\All\_Maps\IP&Z\_Packets\2015\PlatMap\_NW27Av.mxd

PREPARED BY:  
DEPARTMENT OF  
DEVELOPMENT SERVICES



P. N. 2015-\_\_\_\_\_

**CITY OF POMPANO BEACH, FLORIDA**  
**NOTICE OF SALE OF SURPLUS PROPERTY**

**NOTICE IS HEREBY GIVEN** that pursuant to the provisions of Resolution No. 2015-\_\_\_\_\_, passed by the City Commission on July 28, 2015, the City of Pompano Beach, Florida, has declared surplus and hereby offers for sale to the highest and best bidder the following described real property, to wit:

**See Exhibit "A" attached hereto and made a part hereof, hereinafter the "Property".**

The property will be conveyed "as is" by the City subject to a thirty (30) year restriction upon the property as follows:

1. The property shall be occupied solely by persons who meet the following definition of affordable housing: affordable to persons or families earning one hundred twenty (120%) percent or less of average median income for Pompano Beach as determined by the U.S. Department of Housing and Urban Development and who will be required to pay no more than thirty (30%) percent of their income for housing costs based on verifiable income at the time of purchase or initial date of a binding lease agreement.

2. Only single-family homes may be constructed upon the Property and no more than four (4) in number.

Sealed written bids will be received until 4:00 p.m., July 24, 2015, in the office of the City Clerk, City of Pompano Beach, City Hall, 100 West Atlantic Boulevard (P.O. Drawer 1300), Pompano Beach, Florida, thereafter to be opened during the course of the regular City Commission meeting to be held on July 28, 2015 at 6:00 p.m. in the Commission Chambers, 100 West Atlantic Boulevard, Pompano Beach, Florida, and awarded by the City Commission. All bids must be submitted in strict accord with the terms and conditions of the City of Pompano Beach Bid Specifications, Sale of Surplus Real Property, copies of which may be obtained from the Office of the City Clerk at the aforesaid City Hall.

All interested persons will please take due note of this Notice of Sale of Surplus Property and govern themselves accordingly.

**CITY OF POMPANO BEACH, FLORIDA**

**BY:** \_\_\_\_\_  
**Asceletta Hammond, City Clerk**







**BID SPECIFICATIONS, SALE OF SURPLUS REAL PROPERTY**  
**"AS IS"**

Pursuant to the provisions of Section 253, Article XXV, Charter of the City of Pompano Beach, Florida, which is Chapter 57-1754, Laws of Florida, Special Acts of 1957, as subsequently amended and supplemented, the City Commission of said City has declared surplus and now offers for sale the following described real property owned by the City, to-wit:

**See Exhibit "A" Attached Hereto and Made a Part Hereof,  
Hereinafter the "Property"**

This offer to sell is based upon the following terms and conditions:

1. Condition of Property: The Property will be sold in an "as is" condition. City will not warrant the condition of the property or title to the Property.

2. Bid Bond: The amount bid shall be payable in cash, cashier's check or certified check at closing, or the City Commission may by majority vote accept not less than twenty-five (25%) percent cash down payment and the balance in equal annual installments not exceeding five (5) years. All bids shall be accompanied by a bid bond in cash, cashier's check or certified check, in an amount equal to ten (10%) percent of the total bid price, which bond shall be forfeited as liquidated damages in the event a successful bidder fails to comply with or complete the terms of its bid, or the terms of the purchase contract required by Paragraph 2 below, following which neither party shall have any further rights or remedies against the other. The bid bond will be deducted from the amount bid to determine the balance due at closing.

3. Purchase Contract: Forthwith upon the acceptance of a bid by the City Commission, the successful bidder will enter into a contract for the purchase of the property by said bidder, said contract to be prepared by the City Attorney for the City, and to contain the following terms:

A. Title to the Property shall be conveyed by Quit Claim Deed and the deed shall be prepared by the City Attorney at the expense of the City. The property will be conveyed “as is” by the City subject to a thirty (30) year restriction upon the property as follows:

1. The property shall be occupied solely by persons who meet the following definition of affordable housing: affordable to persons or families earning one hundred twenty (120%) percent or less of average median income for Pompano Beach as determined by the U.S. Department of Housing and Urban Development and who will be required to pay no more than thirty (30%) percent of their income for housing costs based on verifiable income at the time of purchase or initial date of a binding lease agreement.

2. Only single-family homes may be constructed upon the Property and no more than four (4) in number.

B. While the status of the title to the Property and environmental concerns should be investigated by Purchaser prior to placing a bid, Purchaser may, at Purchaser's expense, have title to the Property reviewed and have a Phase I environmental audit conducted on the Property prior to the closing date. Any defects in the Property, other than those set forth herein, shall not be an object to proceeding with the purchase of the Property.

C. A survey of the property, if required, shall be paid for by the Purchaser.

D. State documentary stamps on the deed shall be paid by the Purchaser.

E. Certified, confirmed and ratified special assessment liens shall be paid by the City at the time of closing. The City represents that there are no pending liens at this time affecting the property which have been made by the City, and to the best of its knowledge there are no other pending liens affecting the property. However, if at the time of closing there shall be new or future pending liens, Purchaser shall assume the same.

F. The Purchaser shall pay the cost of recording the deed.

G. The Purchaser shall pay the cost of his or its own attorneys and title insurance.

H. The Bid Bond will be considered as a good faith deposit and will be deducted from the price bid to determine balance due at closing. Failure to consummate the purchase in accord with the terms of the contract and the bid specifications will result in retention of the good faith deposit by the City as agreed upon liquidated damages accruing to it from such failure, following which neither party shall have any rights and remedies against the other.

I. Closing shall take place within one hundred eighty (180) days from the date of the contract, in the office of the City Attorney. The time for closing shall be extended as may be required to afford the City a reasonable opportunity to cure any defects in title

J. Purchaser is purchasing the Property in an “as is” condition with all faults and without any representation or warranty on the part of the City except as otherwise specified herein. Purchaser is solely responsible for obtaining all necessary development approvals from government entities. City does not represent that any government approval has been given for development on any specific site or parcel. Purchaser represents and warrants to City that Purchaser is relying solely upon its own investigations and inspections of the Property, and as a result, City shall not be obligated to make any modifications to the Property as a condition to Purchaser’s obligation to close.

4. Survival of Bid Specification and Purchase Contract

After Closing: It is understood and agreed that the terms of these bid specifications and of the purchase contract shall survive the conveyance of title, particularly with respect to any act or event which may take place after such conveyance and which affects the rights of the parties hereto.

5. Sale; Rejection: The property will be sold to the highest and best bidder, if a sale is made, on the terms and conditions herein stated, but the City reserves the right to reject any and all bids.

6. Bids: Sealed bids will be received until 4:00 p.m. July 24, 2015, in the office of the City Clerk, City Hall, 100 West Atlantic Boulevard, Pompano Beach, Florida. The bids will then be publicly opened during the course of the regular City Commission Meeting to be held on that date in the City Commission Chambers, 100 West Atlantic Blvd., Pompano Beach, Florida. It will be the sole responsibility of the bidder to deliver his proposal to the office of the City Clerk on or before the hour and date specified herein.

7. Variances; Informalities: Bidders must submit their proposals strictly in accordance with these specifications. Each variance to these specifications must be specifically stated by the bidder in his bidding proposal and may result in his bid being rejected. The City of Pompano Beach reserves the right to waive any informality in any bid.

8. Period of Effectiveness: All bids shall be effective and binding upon the bidder for a period of ten (10) days from the date of the award and any bid bonds previously deposited shall be returned to the unsuccessful bidders ten (10) days after said award.

9. Certification: The Bidder, by submitting his proposal, certifies that his bid is made without previous understanding, agreement, collusion or connection with any person, firm or corporation making a bid for the same property.

10. Real Estate Brokers: The City has not employed any real estate brokers in connection with the sale of the surplus property being offered herein, nor is it in any way liable or responsible for any real estate brokerage or other similar commission claimed as the result of any sale made of the property herein offered. Any such real estate brokerage or other similar

commission shall be the sole obligation and responsibility of the successful bidder and the City shall not be responsible or liable therefor. The successful bidder shall, concurrent with the execution of the purchase contract, agree to indemnify against and hold the City harmless from any and all such claims or demands for a real estate brokerage or other similar commission which may be made as the result of the sale of property offered hereby and, in the event litigation should result from any such claim, such indemnification and hold harmless agreement shall include any judgment rendered as the result of such litigation and all costs and expenses of such litigation, including, but not limited to, attorney's fees, suit costs, expert fees and all other costs or expenses of whatsoever nature incurred by the City in connection with such litigation, including any appellate litigation.

**CITY OF POMPANO BEACH, FLORIDA**

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**DENNIS W. BEACH, CITY MANAGER**

GBL/jrm/ds  
6/11/15  
l:surplus/2015-962





