

Meeting Date: July 14, 2015

Agenda Item 36

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE OR MOTION: REVIEW OF SEALED WRITTEN BIDS FOR THE PURCHASE OF THE PROPERTY DECLARED AS SURPLUS. THE SUBJECT PROPERTY IS APPROXIMATELY 100 FEET EAST OF NE 12TH AVENUE AT THE TERMINUS OF NE 9TH COURT, POMPANO BEACH, FLORIDA.

Summary of Purpose and Why:

Summary: Resolution #2015-316 declared the property immediately north of 1220 NE 9th Court a surplus property and the City thereby expressing its desire to sell the property, in accordance with the provisions of the City Charter. Section 253 of the Pompano Beach Charter determines the process for the sale of surplus properties. The only improvements located on the above-described and is an abandoned asphalt road. The parcel was formerly right-of-way, and vacated by ordinance #2014-63. Written bids will be opened at the July 14th, 2015 City Commission Meeting for Review. An award will be given to the highest and best bidder.

- (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	5/26/2015		<i>[Signature]</i>
City Clerk	7/2/2015	Prepared Public Notice	Public Notice 2015-78 <i>[Signature]</i>

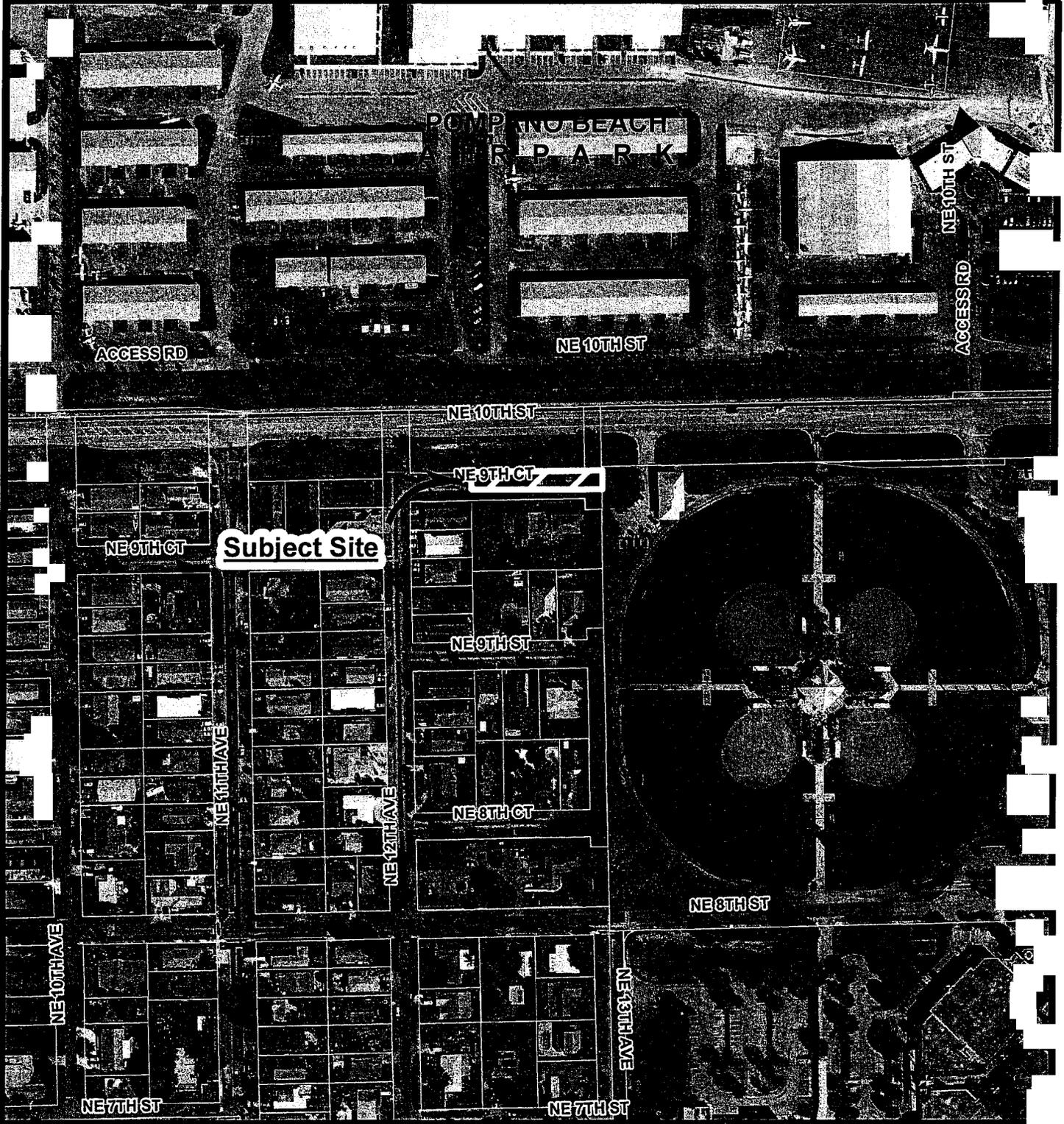
Advisory Board

City Manager *[Signature]* *[Signature]*

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 st Reading	1 st Reading	Results:	Results:
2 nd Reading			

CITY OF POMPANO BEACH 500' RADIUS MAP



SURPLUS

PORTION OF NE 9 CT

1 in = 250 ft

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

P. N. 2015-78

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

NOTICE IS HEREBY GIVEN that pursuant to the provisions of Resolution No. 2015-316, passed by the City Commission on **May 26, 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:

A Portion of that particular vacated right-of-way E. 7th Street (Now N.E 9th Court) and Spruce Avenue (Now N.E. 13th Avenue) as recorded in Official Records Book 51138, on Page 1211 of the Public Records of Broward County, Florida, said portion being more particularly described as follows:

Beginning at the southwest corner of Lot 6, Block 14, Amended Plat of Pine Crest, according to the Plat thereof as recorded in Plat Book 7, Page 13 in the public records of Broward County, Florida; thence, along the south line of said block 14, its easterly extension and along the north line of said Official Records Book 51138, page 1211, north 88° 53' 19" east, a distance of 233.50 feet to an intersection with the east line of said vacated Spruce Avenue and the east line of said Official Records Book 51138, Page 1211; thence, along said east line, south 01° 19' 28" east, a distance of 25.00 feet; thence departing said east line and along a line 25.00 feet south of and parallel with said south line and said north line, south 88° 53' 19" west, a distance of 233.5 feet to a point on the west line of said Official Records Book 51138, page 1211 and a point on the southerly extension of the west line of said lot 6; thence departing said parallel line and along said west line and said southerly extension, north 01° 19' 28" west, a distance of 25.00 feet to the point of beginning.

Said lands lying in the city of Pompano Beach, Broward County, Florida and containing 5837.50 square feet more or less.

Sealed written bids will be received until **4:00 p.m., July 10th, 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 14th, 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: ASCELETA HAMMOND, CMC, CITY CLERK**

Published on July 2, 2015 and July 9, 2015.
Sun Sentinel

Orig. 17

RESOLUTION NO. 2015- 316

**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 A CERTAIN PARCEL OF REAL PROPERTY APPROXIMATELY 5,837 SQUARE FEET IN SIZE LOCATED AT THE TERMINUS OF NE 9TH COURT AND APPROXIMATELY 100 FEET EAST OF NE 12TH 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, a certain parcel of land located at the terminus of NE 9th Court and approximately 110 feet east of NE 12th 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. The only improvement located upon the above-described land is a road surface made of asphalt.

B. Said land has been used as a roadway but has not been used for any purpose since the roadway was abandoned by the city on September 23, 2014.

C. Said land is no longer needed as a roadway or for public purpose and it has not been put to any public use since abandoned 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 14, 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 26th day of May, 2015.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

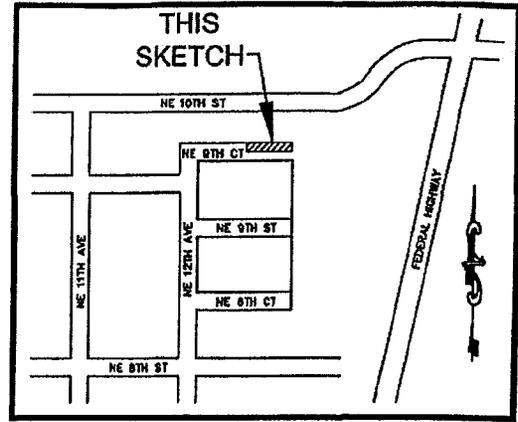
GBL/jrm
5/11/15
l:surplus/2015-327

LEGAL DESCRIPTION:

A PORTION OF THAT PARTICULAR VACATED RIGHT-OF-WAY E. 7th STREET (NOW N.E. 9th COURT) AND SPRUCE AVENUE (NOW N.E. 13TH AVENUE) AS RECORDED IN OFFICIAL RECORDS BOOK 51138, ON PAGE 1211 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 14, AMENDED PLAT OF PINE CREST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 13 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF SAID BLOCK 14, ITS EASTERLY EXTENSION AND ALONG THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 51138, PAGE 1211, NORTH 88°53'19" EAST, A DISTANCE OF 233.50 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID VACATED SPRUCE AVENUE AND THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 51138, PAGE 1211; THENCE, ALONG SAID EAST LINE, SOUTH 01°19'28" EAST, A DISTANCE OF 25.00 FEET; THENCE, DEPARTING SAID EAST LINE AND ALONG A LINE 25.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH LINE AND SAID NORTH LINE, SOUTH 88°53'19" WEST, A DISTANCE OF 233.50 FEET TO A POINT ON THE WEST LINE OF SAID OFFICIAL RECORDS BOOK 51138, PAGE 1211 AND A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 6; THENCE DEPARTING SAID PARALLEL LINE AND ALONG SAID WEST LINE AND SAID SOUTHERLY EXTENSION, NORTH 01°19'28" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 5837.50 SQUARE FEET MORE OR LESS.



LOCATION MAP
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARD OF PRACTICE (FORMERLY RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE) TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 88°53'19" EAST ALONG THE SOUTH LINE OF BLOCK 14, AMENDED PLAT OF PINE CREST, AS RECORDED IN PLAT BOOK 7, ON PAGE 13, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"= 50' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON APRIL 20, 2015 MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (FORMERLY MINIMUM TECHNICAL STANDARDS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE), PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

Michael M. Mossey
MICHAEL M. MOSSEY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 5660
STATE OF FLORIDA

SKETCH & DESCRIPTION

A PORTION OF VACATED
N.E. 9TH COURT
AND A PORTION OF VACATED
SPRUCE AVENUE

POMPANO BEACH BROWARD COUNTY FLORIDA

KEITH
ASSOCIATES, INC.

consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 07020.05 SKD.dwg

DATE 4/20/15

SCALE AS SHOWN

FIELD BK. N/A

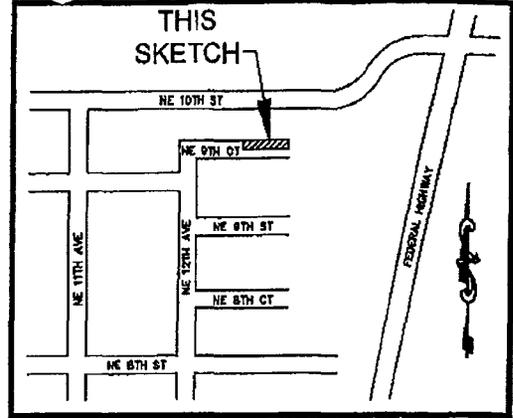
DWNG. BY S.M.

CHK. BY M.M.M.

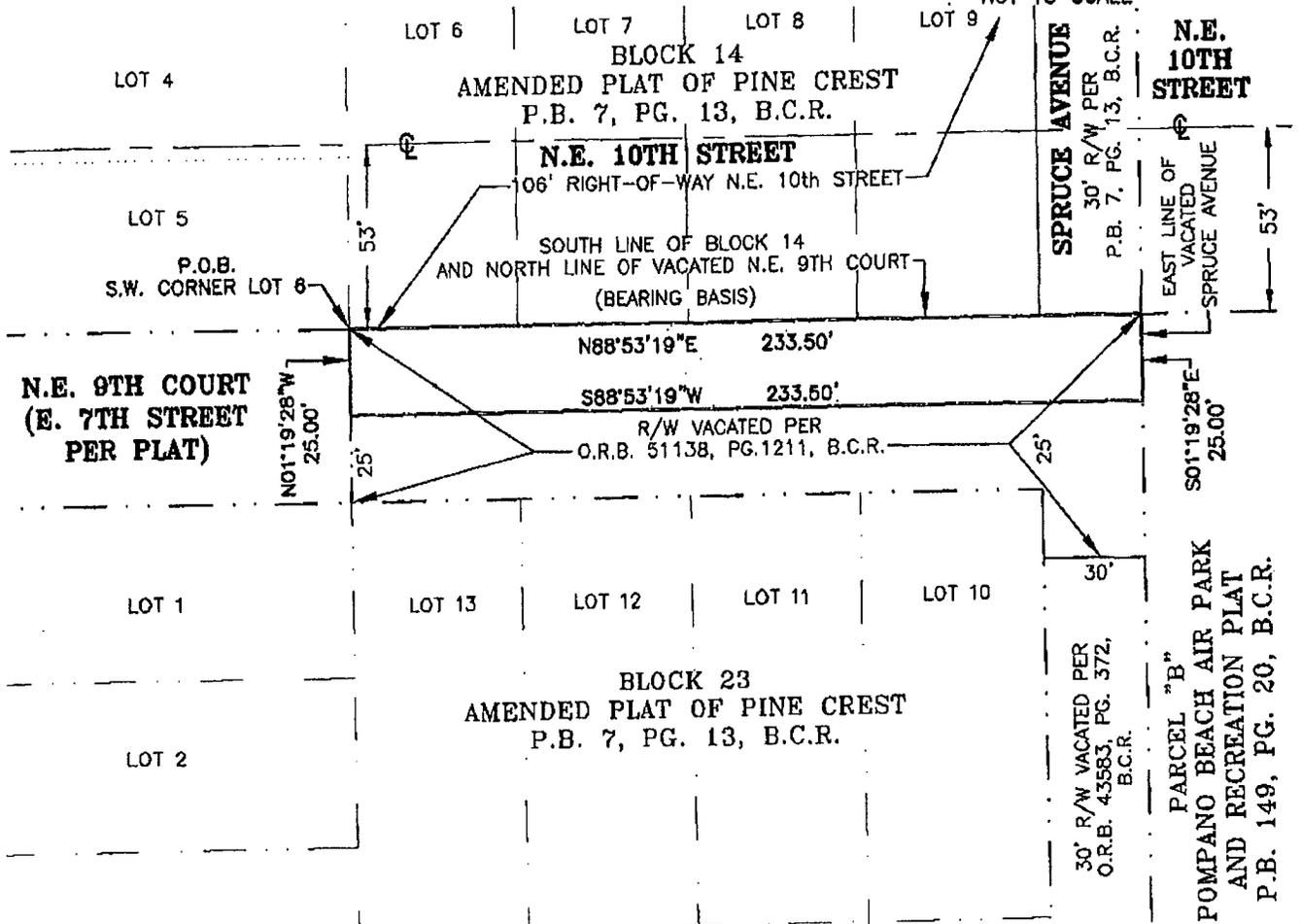
DATE	REVISIONS



SCALE: 1"=50'



LOCATION MAP
NOT TO SCALE.



LEGEND:

B.C.R. BROWARD COUNTY RECORDS
 LB LICENSED BUSINESS
 O.R.B. OFFICIAL RECORDS BOOK
 P.B. PLAT BOOK

PG. PAGE
 P.O.B. POINT OF BEGINNING
 R/W RIGHT-OF-WAY
 C CENTERLINE

SKETCH & DESCRIPTION

A PORTION OF VACATED
 N.E. 9TH COURT
 AND A PORTION OF VACATED
 SPRUCE AVENUE

POMPANO BEACH BROWARD COUNTY FLORIDA



consulting engineers
 301 EAST ATLANTIC BOULEVARD
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SHEET 2 OF 2

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DATE 4/20/15

SCALE AS SHOWN

FIELD BK. N/A

DWG. BY S.M.

CHK. BY M.M.M.

DATE REVISIONS

DATE	REVISIONS

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.

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 objection 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.

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 10th, 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 July 14th, 2015 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.

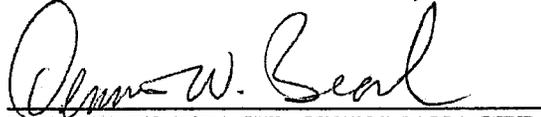
8. Period of Effectiveness: All bids shall be effective and binding upon the bidder for a period of ten (10) days from the date of the award and any bid bonds previously deposited shall be returned to the unsuccessful bidders ten (10) days after said award.

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

A handwritten signature in black ink, appearing to read "Dennis W. Beach", written over a horizontal line.

DENNIS W. BEACH, CITY MANAGER

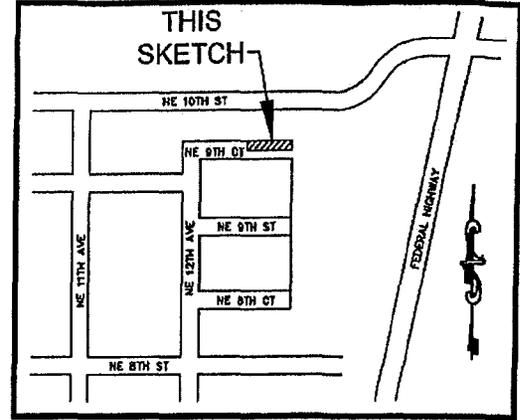
GBL/jrm
5/11/15
Modified: dtk
5/13/2015
l:surplus/2015-962

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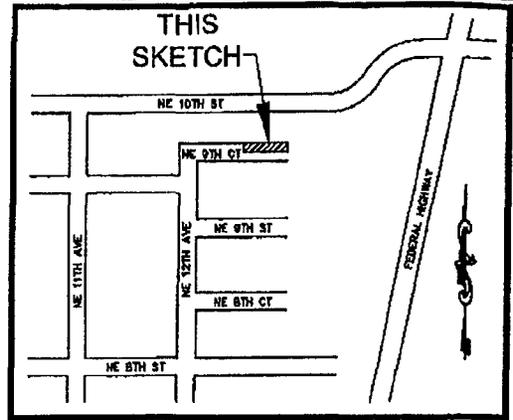
KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

Michael M. Mossey
MICHAEL M. MOSSEY
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 5660
STATE OF FLORIDA

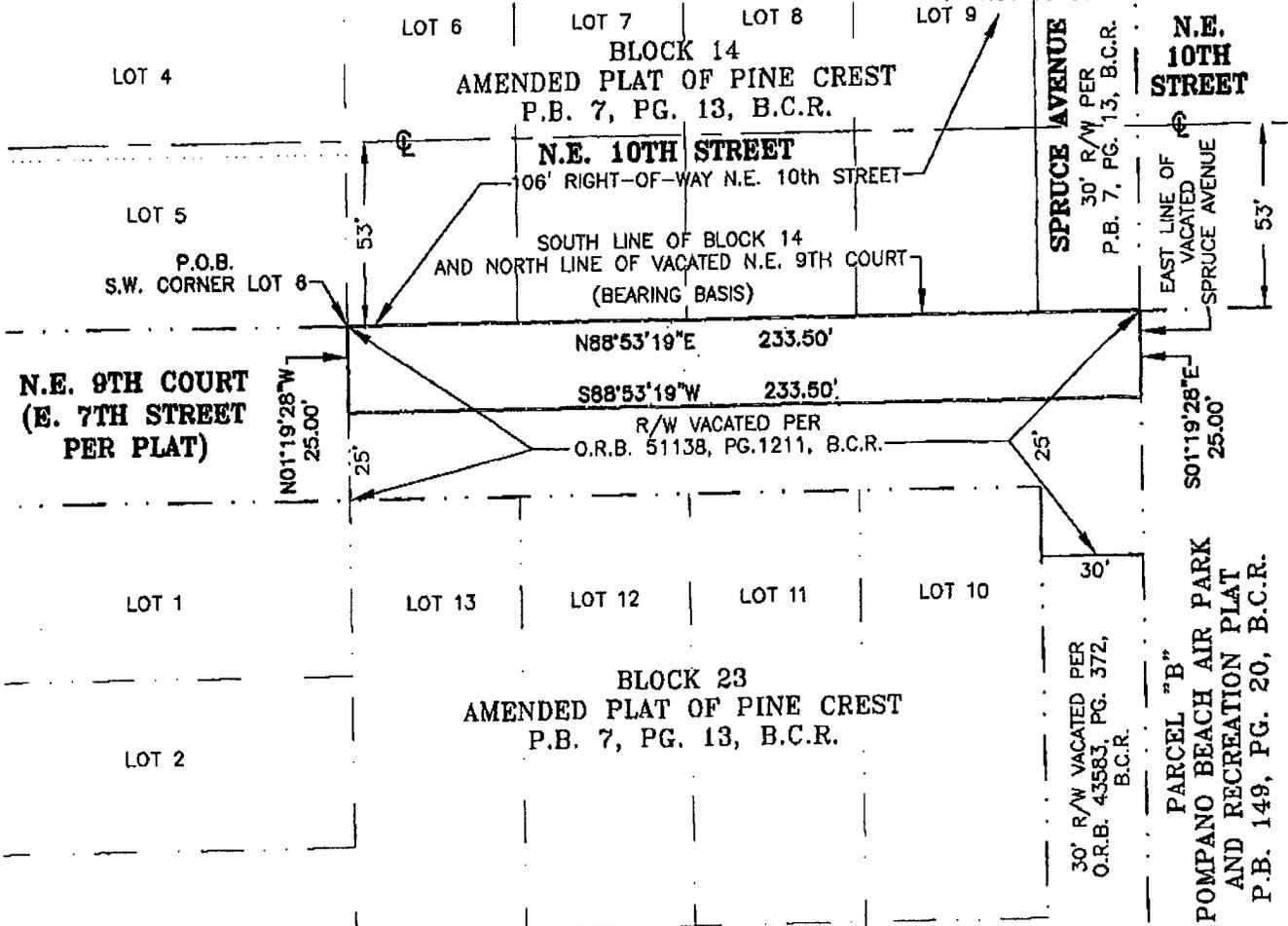
<p>SKETCH & DESCRIPTION</p> <p>A PORTION OF VACATED N.E. 9TH COURT AND A PORTION OF VACATED SPRUCE AVENUE</p> <p>POMPANO BEACH BROWARD COUNTY FLORIDA</p>	<p>KEITH ASSOCIATES INC. consulting engineers 301 EAST ATLANTIC BOULEVARD POMPANO BEACH, FLORIDA 33060-6643 (954) 788-3400 FAX (954) 788-3500 EMAIL: mail@keith-associates.com LB NO. 6860</p> <p>SHEET <u>1</u> OF <u>2</u> DRAWING NO. 07020.05 SKD.dwg</p>	<p>DATE <u>4/20/15</u></p> <p>SCALE <u>AS SHOWN</u></p> <p>FIELD BK. <u>N/A</u></p> <p>DWNG. BY <u>S.M.</u></p> <p>CHK. BY <u>M.M.M.</u></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">DATE</th> <th style="width: 50%;">REVISIONS</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> </tbody> </table>	DATE	REVISIONS										
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SCALE: 1"=50'



LOCATION MAP
NOT TO SCALE



LEGEND:

- B.C.R. BROWARD COUNTY RECORDS
- LB LICENSED BUSINESS
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- R/W RIGHT-OF-WAY
- ☉ CENTERLINE

SKETCH & DESCRIPTION

A PORTION OF VACATED
N.E. 9TH COURT
AND A PORTION OF VACATED
SPRUCE AVENUE

POMPANO BEACH BROWARD COUNTY FLORIDA

KEITH ASSOCIATES INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2
DRAWING NO. 07020.05 SKD.dwg

DATE	4/20/15	DATE	REVISIONS
SCALE	AS SHOWN		
FIELD BK.	N/A		
DWG. BY	S.M.		
CHK. BY	M.M.M.		