

INVITATION TO BID
Sale of City-Owned Property: Residential Property
Located at 113 McKean Street
Auburndale, Florida 33823

SECTION 1 – NOTICES / INSTRUCTIONS TO BIDDERS

1.1. **INTRODUCTION**

The City of Auburndale, Florida (“City”), invites prospective bidders to submit bids to purchase City-owned property located within the Auburndale city limits. The property is located at 113 McKean Street in Auburndale and is a residentially zoned +/-0.34 acre parcel. The property is being offered “as-is”. The intent of the sale is to provide the opportunity for the construction of one single-family residence on the property.

1.2. **TYPE OF AWARD**

The City contemplates award of a Purchase and Sale Agreement from this solicitation. Any Agreement, which may result from this solicitation, is subject to final approval by the City Commission and shall not be executed by the City until so approved.

1.3. **MINIMUM BID**

The City will only accept bids to purchase of at least **\$25,000.00** for the +/-0.34 acre parcel of land. Bids lower than the minimum bid will not be considered and will be rejected.

1.4. **REQUIRED INFORMATION / DOCUMENTS**

(a) Bidder must furnish the following information and/or completed documents as part of the bid submitted in response to this solicitation. Failure to provide this information may be grounds for a submittal to be rejected:

- (1) Price (**Section 3 of Invitation to Bid**)
- (2) Acceptance Period (**Section 4 of Invitation to Bid**)
- (3) Proof of Funds
- (4) Non-Collusion Affidavit
- (5) PUR 7068 Public Entities Crime Form

(b) All information and completed documents submitted in response to this solicitation shall become an integral part of the resultant Purchase and Sale Agreement.

1.5. **AWARD**

(a) The City will evaluate bids in response to this solicitation and contemplate executing the attached Purchase and Sale Agreement with the highest responsible bidder whose bid conforms to the requirements of this solicitation.

(b) The City reserves the right to accept the Bid that, in its judgment, will be in the best interest of the City.

(c) The acceptance of a bid will be made by the City in the form of a Purchase and Sale Agreement. The bidder shall not alter (delete, add, modify, etc) any portion of the Purchase and Sale Agreement.

(d) Inability to reach a Purchase and Sale Agreement within 30 days, or Close on the property, will result in a rejection of the Bid and re-evaluation of bids submitted in response to this solicitation.

1.6. **PAYMENT**

The awarded bidder shall submit payment pursuant to the terms of the Purchase and Sale Agreement.

1.7. **INSPECTION REQUIREMENTS**

The bidder is responsible for performing or having performed all inspections and tests necessary to determine the condition and feasibility of the property to meet the needs of the bidder pursuant to this bid and resultant Purchase and Sale Agreement.

SECTION 2 – GENERAL INFORMATION

2.1 **TITLE**

The City of Auburndale owns this property in fee simple and will convey said property by statutory Special Warranty Deed. The City does not warrant title beyond the scope of the City's ownership. It will be the responsibility of the purchaser to research and verify any information regarding the property prior to entering into a sales contract. The City will not accept offers with any contingencies beyond those outlined herein or in the attached contract.

All purchasers are advised to obtain title insurance and a survey for any property. The purchaser may use the title company of their choice.

2.2 **CONTRACT APPROVAL**

As stated in the attached Purchase and Sale Agreement, all sales are contingent upon approval by the City Commission of the City of Auburndale. The time from contract to closing shall be within 45 days of awarding the contract by the City Commission.

2.3 **PRICING**

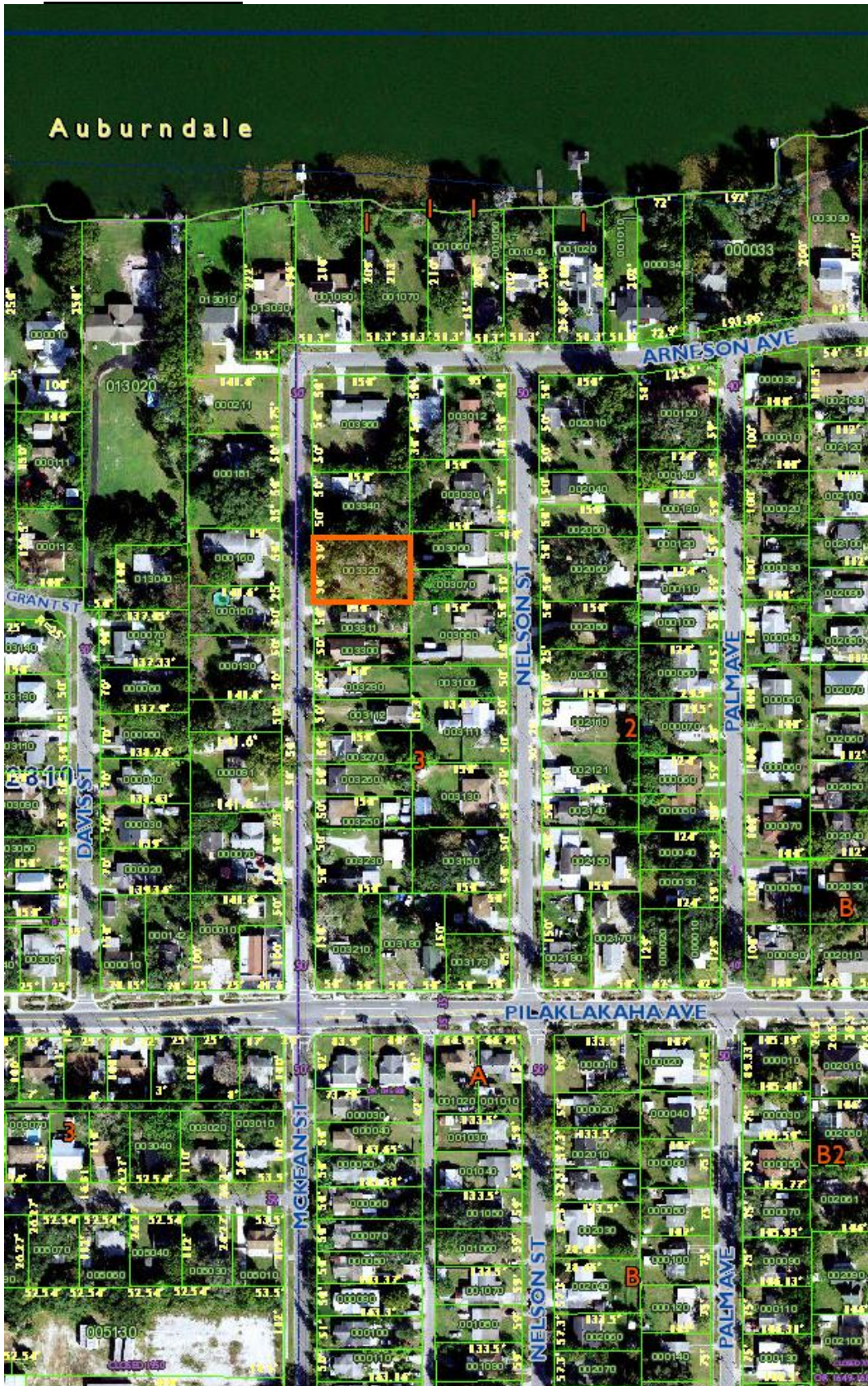
The City will consider all offers that meet the minimum bid amount and the City's expected Development Intent. Contract shall be awarded to the offer that produces the highest net proceeds to the City and meets the City's expected Development Intent; however, the City may reject any or all bids/offers at its sole discretion.

2.4 **PROPERTY INFORMATION**

The information contained herein is believed to be accurate, however, the City of Auburndale (SELLER) makes no warranties, implied or otherwise as to the suitability or condition of the Property for any particular use. There has been no search or opinion of title performed on behalf of the SELLER subsequent to acquiring the property. Buyer should perform its own due diligence that it determines necessary prior to closing.

<u>Tax Parcel ID:</u>	<u>252810-330500-003320</u>
<u>Parcel Size:</u>	<u>+/-0.34 acres per Property Appraiser records</u>
<u>Location:</u>	<u>113 McKean Street, Auburndale, FL 33823</u>
<u>Dimensions:</u>	<u>100' x 150'</u>
<u>Topography:</u>	<u>Generally Level</u>
<u>Improvements:</u>	<u>none</u>
<u>Road Frontage:</u>	<u>100' +/- frontage on McKean Street</u>
<u>Zoning:</u>	<u>Single-Family Residential 1 (RS-1)</u>
<u>Future Land Use:</u>	<u>Low Density Residential</u>
<u>Development Intent:</u>	<u>Construct only 1 single-family residence on the Parcel</u>
<u>Utilities:</u>	<u>City Water and Sewer</u>

2.4 LOCATION MAP



SECTION 3 – PRICE

Name: _____

(This section must be submitted with bid and shall become an integral part of the resultant contract.)

THE BIDDER AGREES

Notwithstanding any applicable land development regulations to purchase the below described real property located at 113 McKean Street, Auburndale, FL 33823, further described in the attached Purchase and Sale Agreement and to construct only one single family residential structure on the said real property as more particularly set forth in the Purchase and Sale Agreement.

ITEM DESCRIPTION	BID PRICE
PIN: 252810-305000-003320 Lots 32 and 33, Block 3, Tuxedo Park according to the map or plat thereof, as recorded in Plat Book 8, Page 19-S, of the Public Records of Polk County, Florida. Approximately +/- 0.34 acres of land	\$

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that:

- (1) The price set forth herein has been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor.
- (2) The price set forth herein will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening.
- (3) No attempts have been made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (4) That I have read and examined the solicitation in full and all attachments thereto, and that I have satisfied myself with respect to any questions I have regarding the solicitation.
- (5) That I am duly authorized to execute the bid and associated Purchase and Sale Agreement intending to bind the bidder to the City as stated in those documents.

Print/Type Name, Title and Date

Signature

SECTION 4 – ACCEPTANCE PERIOD

Name: _____

(This section must be submitted with bid and shall become an integral part of the resultant contract.)

MINIMUM BID ACCEPTANCE PERIOD

- (a) The City requires a minimum Acceptance Period of ninety (90) calendar days. In the space provided below, the bidder may specify a **LONGER** acceptance period than the City's minimum requirement.
- (b) "Acceptance Period," as used in this solicitation, means the number of calendar days following the date on which bids are opened during which a bidder may not withdraw its bid, without consent of the City, and during which such bid is subject to acceptance by the City.
- (c) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within:
 - (1) The acceptance period stated in paragraph (c) of above; or
 - (2) Any longer acceptance period stated below.

OFFERS A LONGER ACCEPTANCE PERIOD: _____ CALENDAR DAYS.

ATTACHMENT

DRAFT PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made by and between the **CITY OF AUBURNDALE**, a Florida municipal corporation, whose address is 1 Bobby Green Plaza, Auburndale, FL 33823 ("Seller"), and _____, whose address is _____ ("Buyer"). The effective date ("Effective Date") of this Agreement shall be the date upon which the last party executes this Agreement and it is approved by the Seller's governing body. Buyer and Seller acknowledge and agree to the following terms and conditions pertaining to the purchase of real property located in Polk County, Florida ("Property"), further described as:

Lots 32 and 33, Block 3, Tuxedo Park according to the map or plat thereof, as recorded in Plat Book 8, Page 19-S, of the Public Records of Polk County, Florida.

TAX ID: 252810-330500-003320
(0.34 +/- acres 113 McKean Street, Auburndale, FL 33823)

hereafter, "Property".

1. Purchase Price: For Ten Dollars (\$10.00), and other valuable consideration, Seller agrees to sell and Buyer agrees to purchase the Property for a purchase price of _____ dollars (\$_____), ("Purchase Price"), to be paid in cash at Closing. Buyer shall be required to pay a non-refundable deposit in the amount of at least ten percent (10%) of the Purchase Price to the Seller's Attorney to be held in escrow pending closing and to be disbursed to Seller at closing as part of the Purchase Price or in the event Buyer terminates the contract within the due diligence period to be paid to the Seller immediately.

Buyer agrees to accept conveyance of the Property subject to the following:

- a. Highways and other rights-of-way, all recorded easements, and licenses, if any.
- b. Declaration of Restrictive Covenants and Conditions of record.
- c. All zoning and other governmental restrictions, regulations and prohibitions, including all land use and development ordinances and regulations presently existing or hereinafter enacted.

2. Notwithstanding any applicable land development regulations, the Buyer agrees that only one single family residence shall be permitted to be constructed on the Property, subject to compliance with all applicable laws, comprehensive plan requirements, ordinances, and building codes. By entering into this Agreement the Seller is not waiving its regulatory obligations and nothing contained herein shall be deemed, construed or applied to cause any Governmental Authority, specifically including the City and/or the CRA, to waive its right to exercise its governmental power in any manner other than that which is customary for the exercise of such governmental powers.
3. Closing Costs: Buyer shall pay the costs of title insurance in the amount of the purchase price, environmental site assessment, survey, documentary stamps on the deed, and fees for recording the deed. Property taxes and attorney's fees shall be paid as provided herein. Each party agrees to pay their respective legal fees incurred in the implementation of this Agreement.
4. Closing and Possession: Closing shall occur on or before forty-five (45) calendar days after the Effective Date, unless otherwise extended by the terms and conditions of this Agreement, at the convenience of the parties, and shall be held at the offices of a licensed title insurance agent, or as otherwise agreed by the parties. Possession of the Property shall be delivered at closing.
5. Property Taxes: Buyer shall pay all real estate taxes and assessments, which are or which may become a lien against the Property prior to or at closing as Seller is exempt from paying real estate taxes and assessments. Buyer shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the taxes prorated based on the amount as determined by the Polk County Property Appraiser from the date of transfer. In the event the Buyer acquires title to the Property on or after November 1, Buyer shall pay to the county tax collector an amount equal to the taxes prorated from the date of transfer, that are determined to be legally due and payable by the Polk County Property Appraiser and/or the Polk County Tax Collector.

6. Title: Seller shall deliver to Buyer the following documents at closing.
- a) Special Warranty Deed to the Property conveying all of Sellers' right, title and interest in and to the Property to Buyer. The Property is being conveyed in an "AS-IS, WHERE-IS" condition and the Seller is making no warranties, expressed or implied, as to the suitability and/or condition of the Property for any particular use or purpose other than as set forth herein;
 - b) Seller's affidavit attesting to the absence of mechanic's or material men's liens, proceedings involving Sellers which might affect title to the Property, or parties in possession other than Sellers and such lessees or licensees as may be in possession;
 - c) Foreign Investment and Real Property Tax Act (FIRPTA) affidavit and such other instruments and documents as Buyer's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property to Buyer in accordance with this Agreement, and any of the requirements of any title insurer;
7. Contingencies: This Agreement is contingent upon the following:
- a. Agreement Approval: This Agreement shall be binding upon the parties hereto, their heirs, successors and permitted assigns, subject only to the governing body of the City of Auburndale's approval.
 - b. Title Insurance: Buyer's receipt, within thirty (30) days prior to closing, from a Florida licensed title insurer, of a title insurance commitment to be followed by a title insurance policy upon recording of the deed, in the amount of the full purchase price. Said commitment shall be to insure the title to the Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Agreement and/or that may be acceptable to Buyer. If a defect in title appears in the title commitment, Buyer shall notify Seller within ten (10) days of receipt of the commitment of the title defect and Seller shall have ninety (90) business days from receipt of notice of the title defect within which to clear same at Seller's expense

so long as such expense does not exceed \$1,000.00. If any such title defect cannot be cured within the ninety (90) days or reasonably exceeds the cost of \$1,000.00 to cure, Buyer shall have the option of accepting the title as is and proceeding to closing or terminating this Agreement without recourse.

c. Subject to appraisal, testing, inspections, soil borings, survey, and other due diligence determined necessary by the Buyer which shall be completed within 30 calendar days ("Due Diligence Period") from the effective date of this Agreement. Such tests and other matters must be satisfactory to the Buyer as a condition precedent to Buyer's obligation to close this transaction. In the event any appraisal, test, inspection, soil boring, survey, and other due diligence matters set forth above are not acceptable to the Buyer then it shall notify Seller of same in writing within the Due Diligence Period contained in this Agreement. Thereafter the deposit paid by Buyer shall be disbursed immediately to Seller and the Buyer and Seller shall be relieved of any further obligations and/or responsibilities related to this Agreement. Buyer shall pay all costs associated with due diligence matters determined necessary by Buyer.

8. Risk of Loss: Seller 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 Buyer in the same or essentially the same condition as of the date of Sellers' execution of this Agreement, ordinary wear and tear excepted.

9. Right to Enter Property: Seller agrees that from the date this Agreement is executed by Seller and approved by the governing body of the Seller that Buyer and its agents, upon reasonable notice to the Seller's City's Manager and/or designee, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller agrees to provide access to Buyer pursuant to reasonable notice as provided herein. Buyer agrees to indemnify and hold Seller harmless as a result of any losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer on the Property. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In

the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Buyer agrees that Buyer's deposit will be retained and disbursed immediately to Seller and the Agreement terminated.

10. **Notice:** Any notice, request, instruction or demand to be given hereunder shall be hand delivered to the other party hereto, sent by a recognized, national overnight express mail courier (such as Federal Express or Airborne) or mailed by certified mail, return receipt requested, with postage prepaid, at the respective addresses listed below. The addresses may be changed by the applicable party to this Agreement as to such party by providing the other party with notice of such address change in the same manner as provided above, and which change shall be effective five (5) business days following receipt of such written notice by the other party. In the event that notice, request or demand is made as provided in this paragraph, then in the event such notice is returned to the sender by the U.S. Postal System because of insufficient address or otherwise, such writing shall be deemed received by the other party to which it was addressed on the date that such notice was placed in the U.S. Postal System.

As to Seller:

City of Auburndale
ATTN: City Manager
PO Box 186
1 Bobby Green Plaza
Auburndale, Florida 33823

As to Buyer:

11. **Attorney's Fees:** Buyer and Seller shall be responsible for their own attorney's fees related to the negotiation and closing of this matter. In connection with any litigation including appeals arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

12. Applicable Law and Venue: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. Venue for any actions arising out of this Agreement shall be exclusively in the State Courts of competent jurisdiction in and for Polk County, Florida.
13. Other Agreements: This Agreement sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.
14. Modification: This Agreement may be modified only by an agreement in writing signed by the parties to this Agreement and approval by the Seller's governing body.
15. Assignment: This Agreement may not be assigned in whole or in part by the Buyer without first obtaining the written approval of the Seller's governing body which approval may not be unreasonably withheld but may be conditioned and/or delayed within the sole discretion of the Seller.
16. Radon: Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks 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 or Radon testing may be obtained from your County Public Health unit.
17. By entering into this Agreement, Seller does not waive any sovereign immunity it has under Florida law or the limits of its liability set forth in Section 768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

18. **DISCLAIMER OF THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formal party hereto.

IN WITNESS WHEREOF, the parties have affixed their hands and seal.

ATTEST:
corporation

SELLER:
City of Auburndale, a Florida municipal

Jeffrey Brown, City Clerk

BY: _____

Approved as to correctness and form:

Frederick J. Murphy, Jr., City Attorney

BUYER:

1st Witness Signature

Print 1st Name

2nd Witness Signature

Print 2nd Name

STATE OF _____
COUNTY OF _____

THE FOREGOING instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____ 2021, by _____, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY PUBLIC State of Florida at Large

Print Notary Name
My Commission Expires: