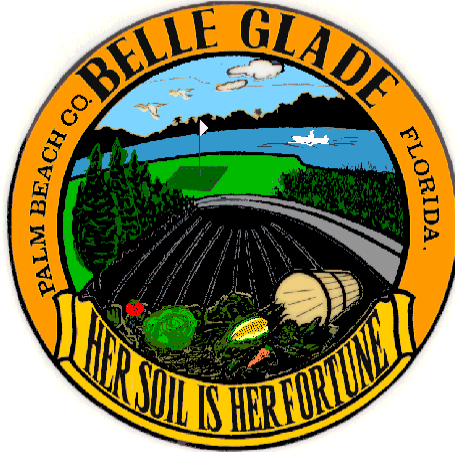


INVITATION TO BID 06-2021

SALE OF 7 CITY LOTS LOCATED ON AVENUE B PLACE, SW 5TH STREET & CANAL STREET



**CITY OF BELLE GLADE
110 DR. MARTIN LUTHER KING, JR. BLVD., WEST
BELLE GLADE, FL 33430-3900**

**ADVERTISEMENT, INSTRUCTIONS TO BIDDERS
SPECIFICATIONS AND BID FORMS**

BIDS TO BE OPENED

JUNE 22nd, 2021 @ 3:00 P.M.

ATTENTION

As they are issued, all addenda to solicitations will be posted under the applicable solicitation on our website at www.bellegladegov.com. It is the bidder's sole responsibility to routinely check this website for any addendums that may have been issued prior to the deadline for receipt of the solicitation.

No addendums will be issued five (5) days before the opening of this Invitation to Bid.

The City of Belle Glade shall not be responsible for the completeness of any solicitation that was not downloaded from the above website.

LEGAL NOTICE
INVITATION TO BID 06-2021
SALE OF 7 CITY LOTS LOCATED ON AVENUE B PLACE, SW 5TH STREET& CANAL STREET

Public notice is hereby given that the City of Belle Glade is soliciting bids from qualified buyers to purchase up to 7 surplus City properties as described in the abovementioned Invitation to Bid.

The awarded bidder will be accepting the property "AS-IS WHERE-IS" and with no warranties of any nature. The successful bidder shall be required to devote the property only to those uses specified by City or unincorporated Palm Beach County zoning.

Sealed bids will be received by the City of Belle Glade, Florida, at the City Clerk's Office, City Hall, 110 Dr. Martin Luther King Jr. Boulevard, Belle Glade, Florida 33430 until 3:00 p.m., June 22nd, 2021 at which time they will be opened and recorded. Proposals received after this time will be returned unopened.

The complete Invitation to Bid, including bid forms, may be obtained by bona fide bidders at the City Clerk's Office, City Hall, 110 Dr. Martin Luther King Jr. Boulevard, Belle Glade, Florida 33430 or on the City's website: www.belleglade.gov.

THE CITY OF BELLE GLADE
Debra R. Buff, MMC, City Clerk

PUBLISH: Palm Beach Post, June 8th, 2021

INVITATION TO BID 06-2021

SALE OF 7 CITY LOTS LOCATED ON AVENUE B PLACE, SW 5TH STREET& CANAL STREET

SECTION I - GENERAL INFORMATION:

1. **PURPOSE:** The City of Belle Glade is soliciting bids from qualified buyers to purchase the properties located at:

	Address	Property Control No. (PCN)	Current Use	Assessed Value	Attachment
1.	517 SW Avenue B Place	04-37-43-31-15-010-0040	Vacant Lot	\$3,010	A
2.	541 SW Avenue B Place	04-37-43-31-15-010-0010	Vacant Lot	\$6,916	B
3.	SW Avenue B Place	04-37-43-31-15-010-0031	Vacant Lot	\$2,107	C
4.	SW 5 th Street	04-37-43-31-15-008-0060	Vacant Lot	\$2,663	D
5.	257 SW 5 th Street	04-37-43-31-15-008-0050	Vacant Lot	\$1,860	E
6.	1016 W Canal Street	04-37-43-31-01-013-0020	Lot & Bldg	\$14,069	F
7.	265 Canal St A	00-37-44-07-01-002-0430	Vacant Lot	\$27,000	G

Not City cost
for property

The awarded bidder will be accepting the property "AS-IS WHERE-IS" and with no warranties of any nature. The successful bidder shall be required to devote the property only to those uses specified by City of Belle Glade / Palm Beach County zoning as applicable.

The City is accepting sealed bids for the purchase of the above mentioned property until 3:00p.m. local time, on June 22nd, 2021, at the City Clerk's Office, City Hall, 110 Dr. Martin Luther King Jr. Boulevard, Belle Glade, Florida 33430. Bids received after the aforementioned date and time will be returned unopened.

2. **BACKGROUND:** See Attachments **A** through Attachment **G**. Bidders are responsible for determining the allowable uses of the property through the City of Belle Glade Planning and Zoning Department. The property will be conveyed "AS-IS WHERE-IS" with no warranties of any nature. In addition, any contract (s) executed will have a "**REVERTS CLAUSE**" whereby unless the property is developed according to it's zoning within twenty four (24) months the property will revert back to the City. Purchase as a non-developmental investment is not allowed.

3. **PRE-BID & SITE INSPECTION MEETING:** This is not required for this ITB.

4. **TIMETABLE:** The anticipated schedule and deadlines for the ITB and approval of the Contract for Sale and Purchase and Deposit Receipt are as follows:

<u>Activity</u>	<u>Date, Time and Location</u>
Issue ITB	Advertised in the Palm Beach Post on June 8 th , 2021
Pre-Bid Conference	Not required
Bid Deadline (Bid Due Date)	3:00p.m. on June 22 nd , 2021 Immediately thereafter, the bids will be opened and the names of the Bidders will publicly be read aloud.
Presentation to the Commission	To Be Announced

5. **CONTACT PERSON:** The contact person for this ITB is Neil Appel, C.P.M., City of Belle Glade Purchasing Manager.

Contact information:

110 Dr. Martin Luther King Jr. Boulevard West
Belle Glade, Florida 33430
Email: nappel@belleglade-fl.com

Explanations desired by bidder(s) regarding the meaning or interpretation of this ITB must be requested from the contact person, in writing (letter, fax or e-mail), as described above.

Bidder(s) are advised that from the date of release of this ITB until award of the contract, no contact with City personnel related to this ITB is permitted, except as authorized by the contact person and/or in conjunction with scheduled bidder's activities. Any such unauthorized contact shall not be used as a basis for responding to this ITB, and may result in the disqualification of the bidder's submittal.

If any technical question requires a response, which the City in its sole discretion determines should be provided to all potential bidders, the City will issue an official addendum to this ITB. The City will endeavor to make sure all potential bidders receive such addendum by posting the addendum on the City's website (www.bellegladegov.com) for the respective bid solicitation.

However, it is the sole responsibility of every bidder to verify with the City whether any addendum has been issued prior to submitting a bid. The City will not issue an addendum five (5) days or less before bid opening.

6. **MODIFIED BID:** A bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time. Only the latest version of the bid will be considered.

7. **WITHDRAWAL OF BID:** A bid may not be withdrawn after the bid opening. Any withdrawal will subject the bidder to forfeiture of the bid deposit identified in Section II 3 below.

8. **LATE BIDS AND LATE MODIFICATIONS:** Bids or modifications received after the due date and time are late and will not be considered.

9. **POSTPONEMENT / CANCELLATION:** The City may, at its sole and absolute discretion, reject any and all, or parts of any and all bids; re-advertise this ITB; postpone or cancel this ITB process; or waive any irregularities in this ITB or in the bid received as a result of this ITB.

10. **BID PREPARATION COSTS:** Neither the City nor its representatives shall be liable for any expenses in connection with the preparation and/or delivery of a response to this ITB. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the bidder's bid which satisfies the requirements of this ITB.

11. **PROPERTY INSPECTION:** The property may be inspected by prospective bidders. The City assumes no liability for any injuries to people or equipment during such inspections. The party conducting such inspection shall conduct non-intrusive inspections and testing shall restore the property to its preexisting condition immediately upon completion of any inspection and testing.

12. **NON-DISCRIMINATION:** The City does not discriminate on the basis of race, disability, color, sex, sexual orientation, gender identity or expression, religion, ancestry, age, marital status, familial status, or national origin.

13. **ANTI-COLLUSION:** The signed bidder certifies that he or she has not divulged, discussed or compared his or her bid with other bidders and has not colluded with any other bidders or parties to a bid whatsoever. (Note: No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material.) Any such violation will result in the cancelation and/or return of materials (as applicable) and the removal from the bidder list(s).

14. **INDEMNIFICATION:** The bidder agrees to protect, indemnify, and hold harmless the City, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the City, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of the bidder, its employees or agents, arising out of or connected with this Invitation to Bid or the awarded contract. The bidder shall not be required to indemnify the City or its agents, employees or representatives when an occurrence results solely from the wrongful acts, or omissions of the City, or its agents, employees or representatives. Nothing set forth herein shall constitute a waiver of the City's sovereign immunity protections or the limited waiver of the same set forth in section 768.28, Florida Statutes.

15. **PROTEST PROCEDURE:** Protests shall be handled in accordance with protest procedures set forth in the City's Purchasing Code, sec. 2-431 of the Code of Ordinances.

Venue for any dispute regarding this ITB shall be in Palm Beach County, Florida, and will be subject to the protest procedures established by the City's Code of Ordinances, section 2-431.

16. **PUBLIC ENTITY CRIMES:** In accordance with section 287.133, Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list.

17. **FLORIDA PUBLIC RECORDS ACT AND CONTRACT CONTENT OWNERSHIP:** All material submitted regarding this Bid becomes the property of the City. Pursuant to sec. 119.07(1), Fla. Stat., sealed Bids received by the City pursuant to a competitive solicitation are subject to disclosure when the City provides notice of an intended decision or until thirty (30) after opening of the Bids, whichever is earlier. If the City rejects all bids submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids remain exempt from sec. 119.07(1), Fla. Stat., until such time as the City provides notice of an intended decision concerning the reissued competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid is not exempt from disclosure for longer than 12 months after the initial notice rejecting all Bids made by the City. Bidder should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from the same. Disqualification of a Bidder does not eliminate this right.

Contractor shall comply with Florida's Public Records Laws, and, if applicable, specifically agrees to:

- a) Keep and maintain public records required by the City to perform the service.

- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS IN THE OFFICE OF THE CITY CLERK AT 561-992-2218, OR E-MAIL DBUFF@BELLEGLADE-FL.COM , OR 110 DR. MARTIN LUTHER KING JR. BLVD WEST, BELLE GLADE FL, 33430.**

18. INSPECTOR GENERAL: In accordance with Palm Beach County Ordinance Number 2011-009, the offeror agrees that this ITB and the resulting contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The bidder has the responsibility to review Palm Beach County Ordinance Number 2011-009 and be aware of its rights and/or obligations under such ordinance.

19. BIDDER'S CERTIFICATION: Each bidder submitting a bid acknowledges, agrees and certifies as follows:

- A. The bidder and its bid are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the City;
- B. The bid constitutes an offer to the City which shall remain open, irrevocable and unchanged for One Hundred Twenty (120) days after ITB opening;
- C. The bidder has not given, offered nor intends to give or offer any economic opportunity, future employment, favor or gratuity in any kind to any employee of the City in connection with this ITB;
- D. The bidder has not divulged or discussed its bid with any other bidder;
- E. The bid is made based on the independent determination of the bidder without collusion with any other bidder in an effort to restrict competition;

F. The bidder has not made any attempt to induce any other potential bidder from submitting or declining to submit a bid in response to this ITB;

G. The bidder is financially solvent and sufficiently experienced and competent to execute and timely fulfill the requirements set forth in the Contract for Sale and Purchase and Deposit Receipt (attached) in accordance with the ITB;

H. That the bidder shall indemnify, defend and hold harmless the City, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this ITB;

I. That pursuant to § 287.133, Fla. Stat., the bidder is not a person or affiliate on the convicted vendor list subject to the prohibitions stated therein and may lawfully respond to this ITB and may lawfully accept an award if selected;

J. That the bidder is able to and will comply with all applicable laws, rules, regulations and ordinances of the City, Palm Beach County, the State of Florida and the United States if selected by the City Commission;

K. The bidder understands that if it is awarded the contract, it shall be responsible for the payment of all closing costs which shall be in addition to the purchase price submitted by the bidder;

L. That all information provided in the bid is true and correct in all respects; and

M. The bidder understands and agrees that the property is being offered by the City in AS IS, WHERE IS condition and that the City is making no warranties or representations whatsoever as to the condition of the property or any improvements located thereon, or the fitness of either for any particular use or purpose.

If any bidder or its bid fails to comply with the foregoing certifications, said failure will include, but may not be limited to, grounds for rejecting that bidder's bid.

20. BID CHECKLIST: A bid checklist (Exhibit "G") is provided to assist bidders with submitting required documents with their bid submittal.

SECTION II - BID REQUIREMENTS

1. PREPARATION OF BID: This Invitation to Bid ("ITB" hereafter) provides the complete set of terms and conditions, specifications and bid forms for the Project. The bid forms are attached hereto and incorporated by reference as "ITB Exhibits "A" through "F" and are the following:

- | | |
|--|-------------------|
| - Bidder's Acknowledgment | ITB Exhibit "A" |
| - Bid Form | ITB Exhibit "B" |
| - Contract for Sale & Purchase Deposit Receipt | ITB Exhibit "C" |
| - Quit Claim Deed | ITB Exhibit "D" |
| - Buyer's Disclosure of Beneficial Interests | ITB Exhibit "E" |
| - Buyer's Disclosure of Beneficial Interest –
Schedule to Beneficial Interests in | ITB Exhibit "E-1" |
| - Conflict of Interest Form | ITB Exhibit "F" |
| - Indemnification/ Hold Harmless Form | ITB Exhibit "G" |

All required bid forms must be completed in full and include a manual signature, in ink, where applicable (see bid checklist page 26). The signature must be of an authorized representative who has the legal ability to bind the bidding entity in contractual obligations. Unsigned bids will not be accepted.

All bid forms must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by a bidder to any part of a bid form must be initialed in ink. It is a bidder's sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening.

The following requirements should be addressed and submitted as part of your written bid. Failure to comply will severely weaken your bid's evaluation, and could result in your bid receiving no consideration. Bids will be evaluated solely on price.

NOTE: The City reserves the right to verify any and all information/references that are submitted by bidder. The City reserves the right to obtain credit information on individuals and entities listed in Exhibit "B".

2. The bidder shall provide ONE (1) Executed clearly marked Originals of all bid forms and Two (2) copies along with other required information stated in this ITB and must be submitted in a sealed envelope to the address provided above via hand-delivery or mail. Faxed or emailed bids are not acceptable. Bids not submitted in a sealed envelope or on the enclosed bid forms may be rejected. The envelope containing the bid shall be marked as follows:

SEALED BID: SALE OF 7 CITY LOTS LOCATED ON AVENUE B PLACE, SW 5TH STREET &
CANAL STREET

ITB No. 06-2021

BIDDER'S NAME - _____

BIDDER'S ADDRESS - _____

TO BE OPENED 3:00 p.m., June _____ 2021

3. **DEPOSIT:** *In the same envelope that it submits its sealed bid, Bidder shall submit a Cashier's Check or Certified check (personal checks are not acceptable for deposits) for Five (5%) of the proposed purchase price made payable to the City of Belle Glade.*

FAILURE TO SUBMIT THE DEPOSIT IN THE PRESCRIBED FORM SHALL CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

Unsuccessful bidders will receive a full refund of their earnest money deposit. A successful bidder who does not execute a contract with the City shall forfeit their deposit.

SECTION III - BID SELECTION AND AWARD

1. **SELECTION CRITERIA:** Bids shall be evaluated based on the purchase price bid. The City does not suggest a minimum purchase price; however, the City must determine that the purchase price is in the City's best interest. In formulating bids, bidders may find it helpful to view the Property Appraiser's website to find the assessed value of the Property and other properties in the vicinity of the property.

2. **REVIEW OF BIDS:** Each bid will be reviewed to determine if the bid is responsive to the ITB. Bids deemed to be non-responsive will be rejected without being evaluated. A responsive bid is one which has been signed, which has been submitted by the specified submission time, and which has provided the information required to be submitted with the ITB. While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a bid without

evaluation, such substandard submissions may adversely impact the evaluation of your bid. Bidders who fail to comply with the required and/or desired elements of this ITB do so at their own risk.

3. **DISCLAIMER:** All documents and information, whether written, oral or otherwise, provided by City relating to this ITB are being provided solely as an accommodation and for informational purposes only, and City is not making any representations or warranties of any kind as to the truth, accuracy or completeness, or the sources thereof. City shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein.

4. **BID AWARD:** The contract award recommendation, if any, shall be made for the responsive bidder whose bid price is the highest and is determined to be in the City's best interest. In the event that no eligible bidder submits a bid, the City will have the option to extend the ITB response period, issue a revised ITB, or otherwise negotiate a contract with any prospective purchaser. The City of Belle Glade reserves the right to reject any or all bids, cancel and/or re-issue the Invitation to Bid and take such further action as is deemed appropriate in the sole discretion of the City Commission. The City, in its sole discretion, reserves the right to waive all minor irregularities, except timeliness and other matters that would provide an unfair competitive advantage, to reject any or all bids or any part of a bid, and to re-solicit this ITB or any part of this ITB. This ITB does not by itself obligate the City. The City's obligation will commence only if a contract is approved by the City Commission. The City will not be responsible for any work done or expenses incurred by the bidders, even work done or expenses incurred in good faith, if it occurs prior to the contract execution by the City.

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EXHIBIT "A"**THIS SHOULD BE THE FIRST PAGE OF YOUR BID SUBMITTAL****BIDDER'S ACKNOWLEDGMENT**

ITB NO: 06-2021

SALE OF 7 CITY LOTS LOCATED ON AVENUE B PLACE, SW 5TH STREET& CANAL STREET

Bid must be received PRIOR TO 3:00 p.m., June _____, 2021 at which time bids will be opened.

Bidder's Name: _____
 (Please specify if a corporation, partnership, other entity or individual)

Fed. ID# or SSN: _____

Address: _____

Telephone No.: _____ Fax Number: _____

Contact representative: _____

The undersigned authorized representative of the bidder agrees to all terms and conditions stated in the ITB, and proposes and agrees that if this bid is accepted by the City, the bidder will enter into a "Contract for Sale and Purchase and Deposit Receipt," in a form similar to the one attached hereto, with the City in accordance with the terms and conditions of the ITB and the bidder's bid.

Authorized Representative's Signature_____
Date_____
Name:_____
Position:

EXHIBIT “B”**BID FORM****ITB 06-2021 BID CHECKLIST**

This bid checklist is provided to assist bidders with submitting required documents with their bid:

1. Bid submittal – ONE (1) Executed Originals (clearly marked Original) and Two (2) copies of all bid forms.
2. Deposit of 5% of their proposed purchase price.
3. Sign and submit (except where noted as a sample) the following forms:

- Bidder’s Acknowledgment	ITB Exhibit “A”
- Bid Form	ITB Exhibit “B”
- Contract for Sale & Purchase Deposit Receipt SIGN	ITB Exhibit “C” SAMPLE ONLY, DO NOT
- Quit Claim Deed SIGN	ITB Exhibit “D” SAMPLE ONLY, DO NOT
- Buyer’s Disclosure of Beneficial Interests	ITB Exhibit “E”
- Buyer’s Disclosure of Beneficial Interest – Schedule to Beneficial Interests in	ITB Exhibit “E-1”
- Conflict of Interest Form	ITB Exhibit “F”
- Indemnification/ Hold Harmless Form	ITB Exhibit “G”
4. Addendums, per Section I (5) General Information, (If any) See Page 4.

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SALE OF 7 CITY LOTS LOCATED ON AVENUE B PLACE, SW 5TH STREET& CANAL STREET

Items 1-14 below set forth the minimum criteria and information which each of the bids must meet and provide in order to be considered responsive and be eligible for further consideration. The failure to meet any one of the minimum criteria or to provide the requested information may cause the bid to be rejected as non-responsive. All responses must be made on this form, with attachments if additional space is required.

1. Name of Bidder/Firm (exactly as it is to appear on the deed):

2. Principal Office/Mailing Address:

3. Telephone Number: _____

4. Contact Person/Title: _____

5. Form of Business Entity: Corporation [] Joint Venture []
 General Partnership [] L.L.C. []
 Limited Partnership []
 Public Corporation []

Specify date of organization: _____

Individual []

6. Identify name, address and percentage Ownership of all individual participants in Bidder's business entity: {Individuals are not required to complete this section}

<u>Name</u>	<u>Address</u>	<u>Percentage Owner ship</u>
-------------	----------------	------------------------------

7. Has Bidder, or any of its City participants ever filed a petition for bankruptcy or been declared bankrupt?

Yes () No ()

If (Yes), state date, type of bankruptcy, amount of liabilities and amount of assets, and current status.

8. Complete the Specific Property Bid List, Exhibit B-1.

9. Submit the Five Percent (5%) deposit identified in Section II.3. of the ITB.

10. Submit any and all documents required under this ITB, including but not limited to those set forth under Section II. 1.
11. Does bidder agree to devote the property only to uses that are in compliance with the City and Palm Beach County's zoning ordinances?
(Check One) ☐ YES ☐ NO
12. Does bidder certify that bidder has the financial and legal ability to purchase the property for the bid amount set forth in Paragraph 9 above, pay the closing costs, and timely fulfill the requirements in the attached Contract for Sale and Purchase and Deposit Receipt?
(Check One) ☐ YES ☐ NO
13. Other Information: Submit such additional information, as an attachment hereto, as Bidder may consider pertinent to indicate financial capabilities of the Bidder to purchase the property.
14. Submit ONE (1) executed clearly marked original and Two (2) copies, along with other required information stated in this ITB.

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EXHIBIT B-1

**SALE OF 7 CITY LOTS LOCATED ON AVENUE B PLACE, SW 5TH
STREET& CANAL STREET
PROPERTY BID LIST**

Address	Property Control No. (PCN)	Attachment	Bidding Price
517 SW Avenue B Place	04-37-43-31-15-010-0040	A	
541 SW Avenue B Place	04-37-43-31-15-010-0010	B	
SW Avenue B Place	04-37-43-31-15-010-0031	C	
SW 5 th Street	04-37-43-31-15-008-0060	D	
257 SW 5 th Street	04-37-43-31-15-008-0050	E	
1016 W Canal Street	04-37-43-31-01-013-0020	F	
265 W Canal St A	00-37-44-07-01-002-0430	G	
TOTAL COST \$			
TOTAL COST WRITTEN			
5% DEPOSIT \$			
5% DEPOSIT WRITTEN			

- 1. Bidders may bid on all properties, any combination of properties, or a single property.**
- 2. The City reserves the right to award any combination of properties or a single property based upon the highest bid submitted, or not to award.**
- 3. If in the sole opinion of the City the bids submitted for a property or multiple properties are considered to be too low, the City reserves the right to not award those properties.**
- 4. All awards shall be based upon individual unit bids. For example; A bidder bids on five properties, but is high bid in only three of the properties. Therefore the bidder would only be awarded the three properties that he /she is the high bidder.**

EXHIBIT "C"
(SAMPLE ONLY DO NOT COMPLETE)

CITY OF BELLE GLADE, FLORIDA

CONTRACT FOR PURCHASE

THIS CONTRACT is made as of the date last executed below, by and between the CITY and the BUYER as follows:

SELLER: The City of Belle Glade (the "CITY"), a municipal corporation created and existing under the laws of the State of Florida

ADDRESS: City of Belle Glade
 Attn: Lomax Harrelle, City Manager
 110 Dr. Martin Luther King, Jr. Blvd., West
 Belle Glade, FL 33430-3900

BUYER: _____ (the "BUYER") [check one: ____ an individual; ____ a corporation created and existing under the laws of the State of _____; or ____ other: _____].

Address: _____

Attn: _____

1. **AGREEMENT TO SELL:** The CITY hereby agrees to sell and the BUYER hereby agrees to buy in accordance with this Contract all that certain real property, together with all improvements, easements and appurtenances, more particularly as follows:

(Address) _____ (PCN #000000000000000000) (the "Property")

Legal description: _____

—

2. **PURCHASE PRICE; FINANCING:** BUYER hereby agrees to pay the CITY _____ Dollars (\$ _____) which shall be paid in the form of a Certified or Cashier's Check in the following manner:

a. **Deposit:** BUYER deposits herewith _____ Dollars (\$ _____) in the form of a Certified or Cashier's Check, made payable to the City of Belle Glade representing five percent (5%) of the total purchase price as an earnest money deposit.

b. **Balance:** The balance of the purchase price in the amount of _____ Dollars (\$ _____), shall be paid by Certified or Cashier's Check made payable to the City of Belle Glade at the time of closing. Any costs of sale incurred by the CITY shall be paid by the BUYER by Certified or Cashier's Check made payable to the City of Belle Glade at the time of closing.

- c. Financing: This Contract is contingent on BUYER obtaining a written loan commitment which confirms underwriting loan approval for a loan to purchase the Property or other proof of financing acceptable to the CITY (collectively, the "Loan Approval") within 30 days after the date this Contract is last executed. If BUYER does not deliver to the CITY written notice of Loan Approval within the time given herein, CITY may thereafter cancel this Contract by delivering written notice (the "Cancellation Notice") to BUYER, but not later than five (5) days prior to closing. CITY's Cancellation Notice must give the BUYER three (3) days to deliver to the CITY the Loan Approval, or the Contract shall be cancelled.
3. CLOSING, EXPENSES AND POSSESSION: The CITY's obligation to close this sale is conditioned upon approval by the City Commission. The CITY will deliver possession of the Property to the BUYER at Closing, at which time the BUYER shall pay the balance of the purchase price. The following are additional details of the Closing:
 - a. Time and Place: The Closing shall take place within 60 days of the date this Agreement is last executed at a time and location of mutual agreement between the CITY and the BUYER.
 - b. Conveyance: At Closing, the CITY will deliver to the BUYER a fully executed Quit Claim Deed (the "Deed") conveying the Property and any improvements in "AS IS, WHERE IS CONDITION," without warranties or representations. The form of the Quit Claim Deed shall substantially comply with the form attached hereto as Exhibit "D" to this Contract for Sale and Purchase and Deposit Receipt.
 - c. Expenses: The BUYER shall pay all costs of closing including, but not limited to, all costs incurred through appraisal of the property, survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, or title attorney's fees. The CITY may require that the closing be processed by and through a title insurance company officer, or other agent, designated by the CITY, and the BUYER shall pay any costs charged by such company or agent for this closing service. If BUYER obtains a survey, nothing contained therein shall affect the purchase price or terms of this contract.
4. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: The SELLER agrees to pay all outstanding real estate taxes, prorated up to the day of closing. The BUYER agrees to take title to the Property subject to any special liens or assessments, deed restrictions, zoning and other governmental restrictions, plat restrictions and qualifications, public utility easements, restrictive covenants and all other easements, restrictions, reservations or matters of record.
5. PERMITTING: The Property may be subject to the permitting requirements of the Department of Environmental Protection or the South Florida Water Management District, or any other applicable government agency, with which the BUYER shall comply.
6. CONDITION OF THE PROPERTY: The BUYER acknowledges that it has inspected the premises and agrees to accept the Property in "AS IS, WHERE IS CONDITION". Additionally, the CITY makes no promises or representations related to the current or future assignment on the Property by the CITY of any future land use designation or zoning district designation; or related to any implied or express approvals for specific permitted uses or special exception uses allowed on the Property in the future. Furthermore, the CITY makes no

warranties or representations whatsoever as to the condition of the Property or any improvements located thereon, or the fitness of either for any particular uses or purpose.

7. PROPERTY INSPECTION; RIGHT TO CANCEL: The BUYER shall have fifteen (15) days from the date this Contract is last executed ("Inspection Period") within which to have such inspections of the Property performed as BUYER shall desire during the Inspection Period. If BUYER determines, in BUYER's sole discretion, that the Property is not acceptable to BUYER, BUYER may terminate this Contract by delivering written notice of such election to CITY prior to the expiration of the Inspection Period. If BUYER timely terminates this Contract, the Deposit paid shall be immediately returned to BUYER, thereupon, BUYER and CITY shall be released of all further obligations under this Contract; however, BUYER shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide CITY with paid receipts for all work done on the Property (the preceding provisions shall survive termination of this Contract). Unless BUYER exercises the right to terminate granted herein, BUYER accepts the physical condition of the Property in an "AS IS, WHERE IS CONDITION" and accepts any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, and BUYER shall be responsible for any and all repairs and improvements required by BUYER's lender.
8. USE OF PROPERTY: The BUYER agrees to use the Property in accordance with the City's or County's zoning ordinances.
9. DEFAULT: If BUYER fails to perform any covenants of this Contract, the CITY may retain the earnest money deposit without waiving any action for damages resulting from BUYER'S default. Alternatively, the CITY may seek specific performance of the terms and conditions herein. If the CITY fails to perform any covenants of this Contract, the deposit shall be returned to BUYER (in which event, all parties shall be released of their rights and obligations under this Contract). This is BUYER's sole remedy.
10. RESERVATION OF CERTAIN RIGHTS: IF APPLICABLE In accordance with the County Deed recorded in Official Record Book, _____, Page _____, Palm Beach County reserves for itself and its successors and assigns, an undivided three-fourths (3/4) interest in, and title in and to an undivided three-fourths (3/4) interest in, all phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half (1/2) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, minerals, metals, and petroleum rights shall not include and the County expressly released any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights as set forth in the County Deed described above.
11. DEVELOPMENT ORDER: The BUYER acknowledges that the CITY has the right to enter a development order prior to issuing a permit to develop the property. BUYER agrees to comply with the terms of said development order.
12. SUCCESSORS: Upon execution of this Contract by the BUYER, this Contract shall be binding upon and inure to the benefit of the BUYER, its heirs, successors or assigns.
13. RECORDING: This Contract may be recorded in the Public Records for Palm Beach County, Florida, at the sole discretion and expense of the CITY.
14. ASSIGNMENT: The BUYER may not assign this Contract without the prior written consent of the CITY. If an assignment is approved, the original revert clause must be included.
15. TIME OF ESSENCE: Time is of the essence in the performance of this Contract.

16. AMENDMENTS: This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing and signed by all parties.
17. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS: This Contract consists of all exhibits thereto, all of which are incorporated herein by this reference, including, but not limited to, the legal description of the Property (s), the Quit Claim Deed form, ITB No. 06-2021, and the BUYER'S bid. The BUYER agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between this Contract and the remaining contract documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
18. SURVIVAL: The covenants of this Contract will survive delivery and recording of deed and possession of the property.
19. ACCEPTANCE OF BID: The CITY reserves the right to reject this bid. Therefore, this contract shall not bind the CITY in any manner unless or until the City Commission approves it and it is legally executed.
20. NOTICES. Any notice, request, demand, instruction or other document to be given hereunder shall be in writing and shall be (a) delivered personally, or (b) sent by a reputable overnight delivery service (such as FedEx), prepaid and specifying next day delivery, or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, and in each case addressed to the parties at the respective addresses set forth in the introductory paragraph hereof, and the same shall be effective, as the case may be (i) upon receipt if delivered personally, (ii) one business day after deposit with a reputable overnight delivery service, or (iii) two business days after deposit in the mail, or (iv) upon the facsimile transmission thereof to the number shown below. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.
21. BROKERAGE. The parties represent and warrant to one another that they have not dealt with any broker.
22. DISCLOSURES.
 - a. RADON GAS: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it overtime. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas testing may be obtained from your county health department.
 - b. PERMITS DISCLOSURE: Except as may have been disclosed by CITY to BUYER in a written disclosure, CITY does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
 - c. MOLD: Mold is naturally occurring and may cause health risks or damage to property. If BUYER is concerned or desires additional information regarding mold, BUYER should contact an appropriate professional.

- d. FLOOD ZONE; ELEVATION CERTIFICATION: BUYER is advised to verify by elevation certificates which flood zone the Property is in, whether flood insurance is required by BUYER's lender and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, BUYER may terminate this Contract by delivering written notice to City within 20 days after Effective Date, failing which BUYER accepts existing elevation of the buildings and flood zone designation of Property.
- e. PROPERTY TAX DISCLOSURE SUMMARY: BUYER should not rely on the CITY'S current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments or the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information.
- f. SELLER DISCLOSURE: CITY knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to BUYER. The CITY is not involved in any litigation regarding the Property and has not been threatened with any litigation regarding the Property.

IN WITNESS WHEREOF, the parties have caused this Contract for Sale and Purchase to be executed on the day and year written below.

SELLER

CITY OF BELLE GLADE, a
Municipal corporation created and existing
Under the laws of the State of Florida

Witness

By: _____

Print/Type Witness Name

MAYOR STEVE B. WILSON
(Date: _____, 2021)

Witness

(OFFICIAL SEAL)

Print/Type Witness Name

ATTEST:

By: _____

Print/Type Name

TITLE: _____

STATE OF FLORIDA
PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Steve B. Wilson, as Mayor of the City of Belle Glade, Florida. He is personally known to me.

Notary Public, State of Florida

Print/Type Name

BUYER:

A _____ corporation

By: _____

(Date: _____, 2019)

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

STATE OF FLORIDA
PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, who is personally known to me or who has provided the following identification: _____.

Notary Public, State of Florida

Print/Type Name

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EXHIBIT "D"
(SAMPLE ONLY DO NOT COMPLETE)

Record & Return to:

Ms. Debra R. Buff
 City Clerk
 City Hall
 110 Dr. Martin Luther King Jr. Blvd., West
 Belle Glade, Florida 33430-3900

Property Control Number: 00-00-00-00-00-000-0000

Property Address: _____

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made and executed this ____ day of _____, 20____, by CITY OF BELLE GLADE, Grantor, a Florida municipal corporation, whose mailing address is 110 Dr. Martin Luther King, Jr. Boulevard West, Belle Glade, Florida 33430, to _____, Grantee, whose mailing address is _____.

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand, if any, which Grantor may have in and to the following described lands, situate, lying and being in the County of Palm Beach, State of Florida, and more particularly described as follows:

Address: _____, Belle Glade, Florida;

Legal _____ description:

IF APPLICABLE

Reserving, however, unto Palm Beach County, and its successors and assigns, an undivided three-fourths (3/4) interest in, and title in and to an undivided three-fourths (3/4) interest in, all phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half (1/2) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, minerals, metals, and petroleum rights shall not include and the County expressly released any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights as set forth in the County Deed recorded in the Official Record Book _____, Page _____ of the Public Records of Palm Beach County, Florida.

TO HAVE AND TO HOLD the above-described land subject also to restrictions, reservations and easements of record and taxes subsequent to the date of the recording of this deed and to all applicable governmental regulations.

AND the Grantor hereby conveys said Property AS IS, WHERE IS without further warranties or representations.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Mayor and attested by its City Clerk, as of the date first above written.

[SEAL]

CITY OF BELLE GLADE, FLORIDA

BY: _____
Steve B. Wilson, Mayor

ATTEST: _____
Debra R. Buff, MMC, City Clerk

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by STEVE B. WILSON, and DEBRA R. BUFF, Mayor and City Clerk, respectively, on behalf of the CITY OF BELLE GLADE, FLORIDA. The Mayor and the City Clerk are personally known to me or who have produced _____ as identification.

Signed: _____
Notary Public State of Florida

[NOTARY SEAL]

Typed or printed name of Notary Public

EXHIBIT "E"**BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS**

TO: CITY OF BELLE GLADE CITY MANAGER, OR HIS OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, _____
_____, hereinafter referred to as "Affiant", who being by me first duly sworn,
under oath, deposes and states as follows:

1. Affiant is the _____ (position - i.e. president, partner, trustee)
of _____ (name and type of entity - i.e. ABC Corporation, XYZ Limited
Partnership), (the "Buyer") which entity is the Buyer of the real property legally described on the
Attachment "1" (the "Property").

2. Affiant's address is: _____

_____.

3. Attached hereto, and made a part hereof, as **Exhibit "E" and Exhibit "E-1"** is a
complete listing of the names and addresses of every person or entity having a five percent (5%) or
greater beneficial interest in the Buyer and the percentage interest of each such person or entity.
Disclosure does not apply to any government agency or to an individual's or entity's interest in any
entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter
517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the
penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to
the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by
the City of Belle Glade relating to its sale of the property.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
Print Affiant Name: _____

The foregoing instrument was sworn to, subscribed and acknowledged before me
this _____ day of _____, 20_____, by _____
_____ [] who is personally known to me or []
who has produced _____ as identification and who did take an
oath.

Notary Public

(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

G:\PREM\Standard Documents\Disclosure of Beneficial Interest (buyer) 03-11.doc

My Commission Expires: _____

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EXHIBIT "E-1"**BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS****SCHEDULE TO BENEFICIAL
INTERESTS IN (Buyer)**

Buyer is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Buyer must identify individual owners. If, by way of example, Buyer is wholly or partially owned by another entity, such as a corporation, Buyer must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity. Disclosure does not apply to any government agency or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

NAME	ADDRESS	PERCENTAGE OF INTEREST
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EXHIBIT "F"**CONFLICT OF INTEREST STATEMENT**

This bid is subject to the conflict of interest provisions of the policies and Code of Ordinances of the CITY OF BELLE GLADE, the Palm Beach County Code of Ethics, and the Florida Statutes. The BIDDER shall disclose to the CITY OF BELLE GLADE any possible conflicts of interests. The BIDDER'S duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the CITY OF BELLE GLADE.

CHECK ALL THAT APPLY:

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this bid due to any other clients, contracts, or property interests.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this bid as set forth in the policies and Code of Ordinances of the City of Belle Glade, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this bid as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this bid as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

EXHIBIT "G"**INDEMNIFICATION/HOLD HARMLESS AND RELEASE AGREEMENT**

THIS AGREEMENT is made and entered this _____ day of _____, 20____, by _____ a [] corporation, [] limited liability company, [] partnership, [] individual, whose primary mailing address is _____ ("Bidder").

WHEREAS, the City has issued an Invitation to Bid No. 06-2021 for the purchase of real property located at _____ (the "Premises"), (the "ITB"), and Bidder is a prospective bidder; and

WHEREAS, pursuant to such ITB, the Bidder wishes to enter onto the Premises to inspect the same; and

WHEREAS, the Bidder has agreed to release, indemnify and hold the City of Belle Glade ("City") harmless as set forth below.

NOW, THEREFORE, the Bidder agrees as follows:

1. The foregoing whereas clauses are ratified as true and incorporated herein by reference.

2. In consideration of the City's willingness to allow the Bidder to enter onto the Premises to inspect the same pursuant to the ITB, the Bidder agrees to indemnify, hold harmless and defend the City from and against any liability, costs, damages, claims, expenses, attorneys' fees and costs, at both the trial and appellate levels, which may arise or be claimed against the City by any person or entity for any loss, injury, damage or death that arises out of the Bidder's (or the Bidder's contractor, agent, representative or other individual hired by the Bidder) entry onto or presence at the Premises. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver and limitations provided in Section 768.28, Florida Statutes. Nothing contained in this Agreement shall create a cause of action in favor of a third party against either the City or the Bidder.

3. The Bidder does hereby, unconditionally and irrevocably release, waive and forever discharge the City from any and all claims, liabilities, demands, actions, damages, causes of actions, suits in equity of whatever kind or nature, before any court, agency, or commission of any local, state or federal government, the Bidder, or any of his/her successors, executors, representatives, heirs or assigns now has or may have against the City arising out of or in any way connected with the Bidder's entry onto or presence at the Premises.

4. The Bidder freely and knowingly, and after due consideration, enters into this Agreement intending to waive, settle and release all claims he/she has or might have against the City as set forth herein. The Bidder acknowledges that he/she has had ample opportunity to review this Agreement and to consult an attorney regarding the same.

IN WITNESS WHEREOF, the Bidder has made and executed this Agreement as of the day first above written.

_____, Bidder

BY: _____

Print Name:_____

Position:_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, Bidder.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned

ATTACHMENTS

LEGAL DESCRIPTIONS OF PROPERTIES

	Address	Property Control No. (PCN)	Current Use	Assessed Value	Attachment
1.	517 SW Avenue B Place	04-37-43-31-15-010-0040	Vacant Lot	\$3,010	A
2.	541 SW Avenue B Place	04-37-43-31-15-010-0010	Vacant Lot	\$6,916	B
3.	SW Avenue B Place	04-37-43-31-15-010-0031	Vacant Lot	\$2,107	C
4.	SW 5 th Street	04-37-43-31-15-008-0060	Vacant Lot	\$2,663	D
5.	257 SW 5 th Street	04-37-43-31-15-008-0050	Vacant Lot	\$1,860	E
6.	1016 W Canal Street	04-37-43-31-01-013-0020	Lot & Bldg	\$14,069	F
7.	265 Canal St A	00-37-44-07-01-002-0430	Vacant Lot	\$27,000	G

Not City cost
for property

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