

RESOLUTION NO. 2019 - 371

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 19-75R AND TO EXECUTE AN AGREEMENT FOR SALE OF REAL PROPERTY LOCATED AT 448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA (KNOWN AS THE SHORES FIRE STATION 11).

RECITALS

WHEREAS, the County desires to enter into contracts with The Deltona Corporation for the sale of real property located at 448 Shores Boulevard, St. Augustine, Florida (known as the Shores Fire Station 11) in accordance with Bid No. 19-75R; and

WHEREAS, Resolution 2019-177 declared the real property as surplus and authorized advertisement of sale bids.

WHEREAS, the successful buyer shall determine if the property will be appropriate for successful buyer's needs and intended use before closing, be responsible for any land use or zoning changes required for successful bidder's intended use, in addition to the bid amount pay the appraiser fee and amount pay other closing costs, and assume all environmental liability relating to the property and will be required to executed documentation oat closing releasing the County from any and all environmental liability for purchase of real property located at 448 Shores Boulevard, St. Augustine, Florida (known as The Shores Fire Station 11) in accordance with Bid No. 19-75R; and

WHEREAS, through the County's formal Bid process, The Deltona Corporation was the only responsive, responsible bidder; and

WHEREAS, the Director of Land Management Systems has reviewed the bid submitted by The Deltona Corporation and has determined that acceptance of the bid is in the best interest of the County; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed purchase and sale agreement (attached hereto, an incorporated herein) and finds that entering into agreement to complete the sale of the real property located at 448 Shores Boulevard, St. Augustine serves a public purpose.

WHEREAS, the purchase and sale agreement will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 19-75R to The Deltona Corporation and to conduct negotiations for the purchase and sale of the real property set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County for the purchase and sale of the real property as specifically provided in Bid No. 19-75R.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

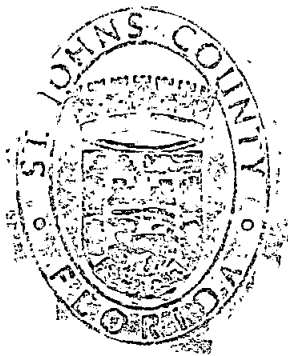
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15th day of October, 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Sam Halterman
Deputy Clerk



RENDITION DATE 10/17/19

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and effective as of _____, 2019, by and between **THE DELTONA CORPORATION** (“Buyer”), whose address is 7374 SW 48th Street, Miami, Florida 33155 and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 (“Seller”).

WITNESSETH:

WHEREAS, the Buyer is desirous of purchasing property owned by the County and the County is desirous of selling upon the terms and conditions hereinafter expressed; and

WHEREAS, it is in the public interest for the Buyer to acquire fee simple ownership of the property is described in Exhibit “A”, attached hereto, incorporated by reference and made a part hereof, (hereinafter “Property”); and

NOW THEREFORE, it is mutually agreed as follows:

1. The above Whereas are incorporated into the body of this Agreement, and such Whereas are adopted as Findings of Fact.

2. Purchase Price and Deposit.

(a) The purchase price (“Purchase Price”) is Twelve Thousand Five hundred Thirty Dollars (**\$12,530.00**). Payment of the Purchase Price shall be in cash or other immediately available funds.

3. Title Evidence.

(a) Buyer agrees, at his/her sole option and expense, to take all reasonable action to obtain, within forty-five (45) days from the effective date, a title guarantee commitment (“Commitment”) issued by a title company authorized to do business in the State of Florida (“Title Company”) agreeing to issue to Buyer, upon recording the Deed, an owner’s policy of title insurance in the amount of the Purchase Price, insuring Buyer’s title to the property subject only to the following (the “Permitted Encumbrances”):

(i) zoning, restrictions, prohibitions, regulations, ordinances and other requirements of any applicable governmental authority;

(ii) the lien of taxes and assessments for the calendar year of the Closing and all subsequent years;

(iii) restrictions and matters appearing on the plat of the Property; and

(b) Buyer shall notify Seller in writing (“Title Notice”) within ten (10) days after Buyer’s receipt of the Commitment or a denial thereof, if it discloses any defects in the title to the Property, other than the Permitted Encumbrances. Any such defects appearing in the Commitment not timely noted by Buyer in the Title Notice shall be deemed to have been waived by Buyer. In the event the Commitment discloses any defect or denial and such is timely noted in a Title Notice, Seller, at Seller’s sole option and expense, shall have ninety (90) days from the date it receives the Title Notice within which to cure such defect or denial (with a corresponding extension to the Closing Date as necessary). If after the expiration of such 90-day period, Seller has not cured title defects or denial, then in such event, Buyer’s remedies shall be limited solely to either (x) accepting such title to the Property as Seller shall be able to convey, without adjustment to or diminution of the Purchase Price or (y) terminating this Agreement.

4. Closing. Unless extended by the terms of Section 2, or other provisions hereof, the closing of the sale of the Property (“Closing”) shall take place at the offices of the Escrow Agent, St. Johns County Land Management, 500 San Sebastian View, St. Augustine, FL 32084, on or before ninety (90) days from the date of this Agreement (“Closing Date”), TIME BEING OF THE ESSENCE.

5. Prorations. Any real property taxes shall be prorated on the basis of the 2018 taxes at the highest allowable discount.

6. Seller’s Representations. Seller represents to Buyer that he owns fee simple title to the Property and has full right and authority to execute this Agreement and consummate the transactions contemplated hereby subject to the terms, provisions and conditions hereof.

7. Closing Procedure and Documents.

(a) At the Closing, simultaneously with the payment of the Purchase Price by Buyer, Seller shall deliver or cause to be delivered to Buyer the following:

(i) a County Deed (“Deed”) conveying the fee simple title to the Property, subject only to the Permitted Encumbrances and the matters referred to on the Commitment;

(ii) a Non-Foreign Certificate and Request for Taxpayer Identification Number “FIRPTA” affidavit to be signed by seller.

(iii) an affidavit in the form required by the Title Company to delete the standard printed exception relating to the “gap” and to remove the standard printed exceptions for mechanics’ lien and parties in possession other than Occupancy Tenants (except to the extent the same constitute Permitted Encumbrances).

(b) At the Closing, Buyer shall deliver the cash to close, to Seller, in accordance with Section 1. Buyer shall execute and deliver to Seller such consents and authorizations as Seller may reasonably deem necessary to evidence the authority of Buyer to purchase the Property and to

consummate all other actions required to be taken by Buyer under this Agreement.

(c) At the Closing, Seller and Buyer shall mutually execute and deliver to each other a closing statement in customary form.

(d) At the Closing, Seller and Buyer shall execute such further documents and agreements as are reasonably appropriate or reasonably necessary to consummate the transaction as herein contemplated.

8. Closing Expenses. Buyer shall pay the cost of the owner's title policy issued pursuant to the Commitment and the cost of recording the deed, documentary stamps, and any other affiliated recording fees. Each party shall bear the expense of its own legal counsel.

9. Condition of Property and Buyer's Right of Inspection. Buyer shall have the right for one-hundred twenty (120) days from the date of this Agreement ("Inspection Termination Date") to enter upon the Property for the purpose of physically inspecting the Property and conducting surveys, studies and tests, or assessments, including but not limited to Phase 1 Environmental Study, Real Estate Appraisal, and Engineering analysis to determine the Property's suitability for Buyer's intended purpose. Seller hereby gives Buyer the right to enter upon, test and inspect the Property at Buyer's sole cost and risk. Seller agrees to provide Buyer any documents, tests, easements, wetland assessments, environmental assessments, surveys, etc., within their possession that would help Buyer make a suitability decision regarding the property. Buyer agrees to provide Seller with copies of all reports conducted on the Property. If Buyer determines that the Property is unsuitable for any reason, Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on, or prior to, the Inspection Termination Date. Such notice of termination must be given on, or before, the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

10. Default. (a) Default by Seller. If Seller defaults by performance of any of Seller's obligations in this Agreement or breaches any warranty or representation, Buyer may receive an immediate refund of the Deposit, and then at its option either may terminate this Agreement and sue for damages or sue for specific performance. (b) Default by Buyer. If Buyer defaults in the performance of any of Buyer's obligations in this Agreement for any reason, other than the Seller's default or the termination of this Agreement pursuant to the specific provisions hereof, Seller will be entitled to receive the Deposit as Seller's sole and exclusive remedy for any such default, Seller hereby waiving any rights it might otherwise have to sue for damages or specific performance, and this Agreement and the rights of the parties hereunder shall immediately and automatically terminate.

11. Survival. All covenants, terms, provisions, representations and warranties set forth in this Agreement, except as specifically provided otherwise herein, shall at the Closing be merged into the Deed.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same

Agreement.

13. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Seller and Buyer.

14. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

15. Termination of Contract. If Buyer for any reason determines that the Property is unsuitable for the Buyer's intended use, or that there are other circumstances that negatively affect the Buyer's intended use, then Buyer shall give written notice to Seller advising of such unsuitability and electing to terminate this Agreement on or prior to the Inspection Termination Date. If such notice is timely given, the Deposit shall be returned to Buyer, and upon such return, this Agreement shall terminate.

16. Assignability. This Agreement may not be assigned by Seller or Buyer without the written consent of all parties.

17. Time. Time is of the essence of all provisions of this Agreement.

18. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in St. Johns County.

19. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Buyer: **The Deltona Corporation**
 7374 SW 48th Street
 Miami, Florida 33155

Seller: **St. Johns County, Florida, a political subdivision**
 Of the State of Florida
 500 San Sebastian View
 St. Augustine, Florida 32084

20. Entire Agreement. This Agreement constitutes the entire agreement between the

parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein!

21. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

22. Commission Dues. Seller agrees no real estate commission is owed as a result of this transaction.

23. Effective Date. The effective date of this Agreement shall be the first date upon which this Agreement or its valid counterparties are properly executed by all named parties.

24. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. (Section 404.056(5), F.S.)

25. Amendment. Notwithstanding any other provision contained in this Agreement, the closing date may be extended by the County, and the Seller, without further action of the Board of County Commissioners of St. Johns County. As a result, the County Administrator may execute an extension of the Inspection Termination Date and Closing Date, without such referenced further action of the Board. This accommodation extends only to extension of the Inspection Termination Date and Closing Date. Any other Amendment of this Purchase and Sale Agreement must be approved by action of the Board of County Commissioners of St. Johns County.

26. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

WITNESSES:

BUYER:

Signature Date

Date

Print Name

Signature Date

Print Name

WITNESSES:

Signature Date

Print Name

Signature Date

Print Name

ATTEST: Hunter S. Conrad, Clerk

By: _____
Deputy Clerk

SELLER:
ST. JOHNS COUNTY, FLORIDA
A political subdivision of the State of Florida

By: _____
Michael D. Wanchick Date
County Administrator

Legally Sufficient:
By: _____
County Attorney

Date: _____

Exhibit "A"

(Property description)

The Real Property ("Property") for sale is located in St. Augustine Shores, St. Johns County, Florida.

Parcel Identification Number 284000-0003.

448 Shores Boulevard, St. Augustine, St. Johns County, Florida is located along the northeast side of Shores Boulevard about one hundred fifty feet (150') north of Casuarina Circle and east of US Highway 1. The Property is approximately 0.680± acres or about 29,620± square feet per St. Johns County Property Appraiser (SJCPA).

The property is bounded on the northeast by land owned by the St. Augustine Shores Service Corporation, Inc. and bounded on the northwest and southeast by land owned by The Deltona Corporation. The Property is approximately 1,350 feet northwesterly of Canopy Shores along Shores Boulevard.

The Property is zoned Planned Unit Development (PUD).



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

September 11, 2019

RE: Bid No: 19-75R; Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida
(known as the Shores Fire Station 11)

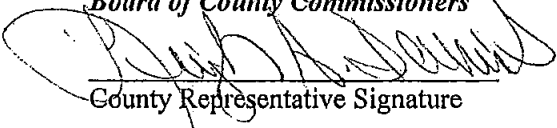
Please be advised that the Purchasing Department of the St. Johns County is issuing this Notice of its Intent to execute a Purchase and Sale Agreement with The Deltona Corporation as the highest, responsive, responsible bidder for Bid No: 19-75R; Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida (known as the Shores Fire Station 11). This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 3:00 PM, Monday, September 16, 2019.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to Diana M. Fye, AS, CPPB, Procurement Coordinator at dfye@sjcfl.us.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 9/11/19

Leigh Daniels, CPPB
Procurement Supervisor
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Gail Oliver, PLS, County Surveyor, Director of Land Management Systems Department
FROM: Diana M. Fye, AS, CPPB, Procurement Coordinator
SUBJECT: Bid # 19-75 R; Sale of Real Property Located at 448 Shores BOulevard, St. Augustine, Florida (known as the Shores Fire Station 11)
DATE: September 11, 2019

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Dept. Approval Gail Oliver
Date 9/11/19
Budget Amount N/A
Account Funding Title NA
Funding Charge Code N/A
Award to The Deltona Corporation
Award Amount \$12,530.00

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE Sale of Real Property Located at 448 Shores Boulevard, St. Augustine,
Florida (known as the Shores Fire Station 11)

BID NUMBER 19-75R

OPENING DATE/TIME September 11, 2019 2:00 PM

POSTING DATE/TIME FROM 09/11/19 2:30 PM UNTIL 09/19/19 2:30 PM

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BID, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

OPENED BY
TABULATED BY
VERIFIED BY

DIANA M FYE
SHELLY VONGCHANTA
Diana Fye

BIDDERS	PURCHASE BID PRICE	BID BOND (\$5,000.00)	ADDENDUM 1					
The Deltona Corporation	\$12,530.00	YES	YES					

BID AWARD DATE - _____

BID NO: 19-75R

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: SALE OF REAL PROPERTY LOCATED AT 448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA (KNOWN AS THE SHORES FIRE STATION 11)

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: AUGUST 21, 2019

BID PROPOSAL OF

THE DELTONA CORPORATION
Full Legal Company Name

7374 SW 48th STREET, MIAMI, FL 33155 305-661-4545 305-661-5697
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 19-75R; Sale of Real Property Located at 4735 Avenue A, St. Augustine, Florida in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

PURCHASE BID PRICE	\$ <u>12,530⁰⁰</u> (Twelve Thousand Five Hundred Thirty Dollars and no/100)
SUBTRACT THE DEPOSIT	\$ <u>5,000⁰⁰</u> (Five Thousand Dollars and no/100)
BALANCE AT CLOSING DATE	\$ <u>7,530⁰⁰</u> (Seven Thousand Five Hundred Thirty Dollars and no/100)

Bidders must type or legibly write, in blue or black ink, the Purchase Bid Price to be Paid to the County.

It is the intent of the County to enter into a Purchase and Sale Agreement with the bidder who submits the highest, responsive, responsible Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is deemed to be in the best interest of the County.

BID NO: 19-75R

During the preparation of the Bid, the following addenda, if any, were received:

No.: 1 Date Received: AUGUST 13, 2019

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than **Five Thousand Dollars (\$5,000.00)**, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

BID NO: 19-75R

CORPORATE/COMPANY

Full Legal Company Name: THE DELTOWA CORPORATION (Seal)

By: 
Signature of Authorized Representative

SHARON Hammerhelm, Executive Vice President
(Name & Title typed or printed) and Corporate Secretary

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: 7374 SW 48th Street, Miami, FL 33155

Telephone No.: (305) 661-4545 (ext 305) Fax No.: (305) 661-5697

Email Address for Authorized Company Representative: deltona9@bellsouth.net

Federal I.D. Tax Number: 590997584 DUNS #: _____
(If applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: () _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Unit Price Bid Form
 - Attachment "A" – St Johns County Board of County Commissioners Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – Conflict of Interest Disclosure Form
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

BID NO.: 19-75R; SALE OF REAL PROPERTY LOCATED AT 448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA (KNOWN AS THE SHORES FIRE STATION 11)

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,
ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ~~ST. JOHNS~~ ^{MIAMI-DADE}

Before me, the Undersigned authority, personally appeared SHARON HUMMERTHELM who being duly sworn, deposes and says she is Executive Vice President (Title) of the firm of The Deltona Corporation Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 19-75R; Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida (known as the Shores Fire Station 11), in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

The Deltona Corporation
(Bidder)
[Signature]
By: SHARON HUMMERTHELM
EXECUTIVE VICE PRESIDENT
(Title) AND CORPORATE SECRETARY

Sworn and subscribed to me this 15 day
of AUGUST, 2019.

Notary Public:
Marta M. Costa
Signature
Marta M. Costa
Printed

My commission Expires: _____



BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

BID NO.: 19-75R; SALE OF REAL PROPERTY LOCATED AT 448 SHORES BOULEVARD, ST. AUGUSTINE, FLORIDA (KNOWN AS THE SHORES FIRE STATION 11)

ATTACHMENT "C"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: Bid No 19-48; Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida (known as the Shores Fire Station 11)

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

THE DELTONA CORPORATION

Authorized Representative(s) :

[Handwritten Signature]
Signature

SHARON HUMMERHEL
Executive Vice President
Print Name/Title

Signature

Print Name/Title



St. Johns County Board of County Commissioners

Purchasing Division

August 13, 2019

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No. 19-75R; Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida (Known as the Shores Fire Station 11)

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Diana M. Fye, AS, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

Question:


1. The successful Buyer is required to pay all closing costs and the appraiser's fee. How much was the appraiser's fee?

Answer: The cost of the appraisal fee that must be included in the proposed bid is two thousand five hundred thirty dollars (\$2,530.00).

THE BID DUE DATE REMAINS September 11, 2019 AT 2:00 P.M.

Acknowledgment

Sincerely,


Signature and Date

Diana M. Fye, AS, CPPB
Procurement Coordinator

SHARON HIMMERHIEL, EXEC. VP
Printed Name/Title

The Deltona Corporation
Company Name (Print)

END OF ADDENDUM NO. 1



CASHIER'S CHECK

08/26/2019

61-1/620

5504945844

Homes By Deltona, Inc / Bid No. 19-75R

Purchaser / Purchased For

FIVE THOUSAND DOLLARS AND 00 CENTS

PAY TO THE ORDER OF: St. Johns County Board of Commissioners

\$5,000.00

[Handwritten Signature]
Authorized Signature



Regions Bank

Branch FL00278
CC278100

⑈ 5504945844 ⑈ ⑆ 06 20000 ⑆ 9 ⑆ 0000 74 26 5 1 ⑈



St. Johns County Board of County Commissioners

Purchasing Division

August 13, 2019

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No. 19-75R; Sale of Real Property Located at 448 Shores Boulevard, St. Augustine, Florida (Known as the Shores Fire Station 11)

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal, that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Diana M. Fye, AS, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

Question:

1. The successful Buyer is required to pay all closing costs and the appraiser's fee. How much was the appraiser's fee?

Answer: The cost of the appraisal fee that must be included in the proposed bid is two thousand five hundred thirty dollars (\$2,530.00).

THE BID DUE DATE REMAINS September 11, 2019 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Diana M. Fye, AS, CPPB
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1