

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: March 11, 2008☒ Consent☐ Regular☐ Ordinance☐ Public HearingDepartment: **Facilities Development & Operations****I. EXECUTIVE BRIEF**

Motion and Title: Staff recommends motion to approve: a First Amendment to Agreement for Purchase and Sale with Magno C. Braga and Marcia S. Braga (R2007-1518) to acquire a 0.25 acre parcel in the Watergate Mobile Home Estates community in Boca Raton for \$136,000.

Summary: On September 11, 2007, the County entered into an Agreement to purchase a 0.25 acre lot together with a 30-year old mobile home from Mr. and Mrs. Braga (Seller), located at 10537 West Sandalfoot Boulevard in unincorporated Boca Raton, for development of a County-wide Community Revitalization Team (CCRT) neighborhood park. The County intends to demolish the mobile home, such that it provides no value to the County. In preparation for the Closing, it was discovered that the title to the mobile home was never transferred from the original owner whom the Seller has been unable to locate. Mobile home lot sales are unique in that title to the Lot is treated as real property while the mobile home itself is treated as personal property and titled with DMV similar to a car. Since the Seller is unable to transfer clear title to the mobile home, the Seller has offered to reduce the purchase price from \$151,000 to \$136,000. Staff believes that the reduction in the purchase price reasonably accounts for the reduction in market value due to the inability to convey clear title to the mobile home. Closing is expected to take place within thirty (30) days. (PREM) District 5 (JMB)

Background and Justification: The CCRT has identified the Watergate Mobile Home Estates community in Boca Raton as a target revitalization area. The CCRT's hope is to assist in the revitalization of the area with the development of a quality neighborhood park. Staff obtained an appraisal which valued the property at \$155,000, which included the mobile home that will be demolished post-closing. The Seller is not able to convey clear title to the mobile home. To compensate for this, the Seller has offered to reduce the purchase price from \$151,000 to \$136,000. According to a recent National Automobile Dealers Association (N.A.D.A.) appraisal guide for manufactured housing, the approximate value of the mobile home is \$6,000. Pursuant to Section 4.16 of the Agreement (as modified by the First Amendment), the Seller has agreed to "defend and promptly resolve any adverse claim of ownership against the mobile home, whether such adverse claim occurs prior to or after Closing." Staff believes there is little risk of a claim against the mobile home as over 20 years have passed since the first undocumented sale of the mobile home. The Seller constructed a porch connected to the mobile home without a building permit which resulted in a code enforcement violation. The enforcement of the violation has stopped due to the County's intended acquisition of the property and the fact that the porch will be demolished in connection with development of the Park. Demolition of the mobile home and porch is anticipated to occur within 60 (sixty) days of Closing, with construction of the Park to begin mid-2008.

Attachments:

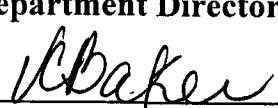
1. Location Map
2. First Amendment to Agreement for Purchase and Sale
3. Budget Availability Statements

Recommended By: _____


 Department Director

 1/24/08
 Date

Approved By: _____


 County Administrator

 3/4/08
 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<\$15,168.40>				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
 NET FISCAL IMPACT	 <\$15,168.40>				
 # ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No _____

Budget Account No: Fund 3900 Dept 366 Unit X112 Object 6501 (purchase <\$15,000>)
Fund 3900 Dept 366 Unit X112 Object 6505 (title & clsg <\$168.40>)

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This acquisition is being funded by CCRT (Watergate MHP Neighborhood Park)

Title insurance and closings costs are estimated to be an additional \$975.60

Land purchase: \$136,000 + title insurance/recording fee: \$975.60 = \$136,975.60

C. Departmental Fiscal Review: _____ 179

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

atwillhite 2.28.08
OFMB
UP
2/28/08
2/28/08

Dr. J. Jacoby 2/29/08
Contract Development and Control
6/29/08
This amendment complies with
our review requirements.

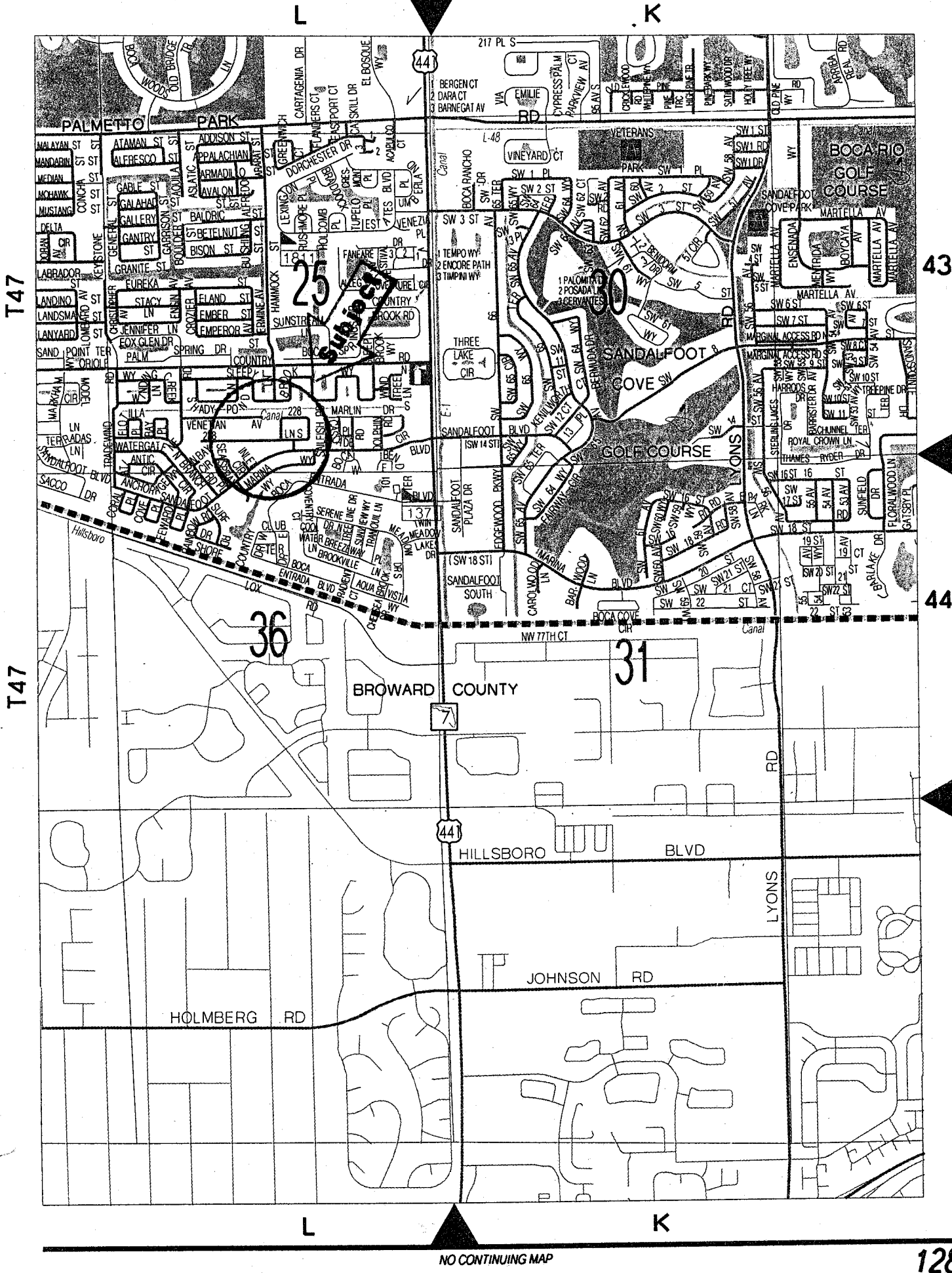
B. Legal Sufficiency:

James Brubaker 3/4/08
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.



NO CONTINUING MAP

LOCATION MAP

ATTACHMENT #1

FIRST AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE

THIS FIRST AMENDMENT (this "First Amendment"), is made and entered into by and between Magno C. Braga and Marcia S. Braga, husband and wife (hereinafter collectively referred to as "Seller"), and Palm Beach County, a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Seller and County entered into that certain Agreement for Purchase and Sale dated, September 11, 2007 (R2007-1518) (the "Agreement"), incorporated herein and made a part hereof by reference; and

WHEREAS, Seller and County desire to amend certain provisions of the Agreement, as provided herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following:

1. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Section 3.1 of the Agreement is hereby deleted in its entirety and replaced in its entirety by the following:

3.1 Purchase Price. The purchase price of the Property shall be One Hundred Thirty-Six Thousand and no/100 Dollars (\$136,000.00).

3. Section 10.2 of the Agreement is hereby deleted in its entirety and replaced in its entirety by the following:

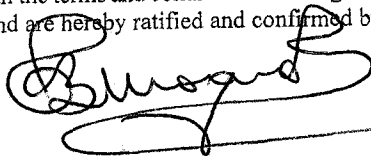
10.2 Closing Date. The Closing shall take place within thirty (30) days following the Effective Date of this First Amendment, or at such earlier date as is mutually agreed upon by the parties.

4. The Agreement is amended to add the following Section 4.16:

4.16 Seller purchased the Property from Janet Peffer Murry on October 19, 2001; At the time of said purchase, the Property was improved with a double-wide mobile home (ID#s 32D34BS2615U & 32D34BS2615X) (the "Mobile Home"); Seller was a good faith purchaser of the Property, and all improvements situate thereon, including the Mobile Home; Seller has resided in the Mobile Home as their homestead since 2001, and has maintained a homestead exemption since 2002; Seller's ownership of the Mobile Home has never been challenged, and Seller will defend and promptly resolve any adverse claim of ownership against the Mobile Home, whether such adverse claim occurs prior to or after Closing; Seller's obligations as set forth in this Section shall survive Closing.

5. Except as specifically amended herein, all the terms and conditions of the Agreement shall remain unmodified and in full force and effect, and are hereby ratified and confirmed by the parties hereto.

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MB



ATTACHMENT # 2

6. This First Amendment shall become effective when executed by the parties and approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed in their respective names, as of the day and year first written above.

WITNESS:

Witness Signature (as to both)

Print Witness Name

Witness Signature (as to both)

Print Witness Name

SELLER:

Witness Signature (as to both)

Print Witness Name

December 20, 2007

Date of Execution by Seller

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Assistant County Attorney

COUNTY:

PALM BEACH COUNTY, a
political subdivision of the State of Florida

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO TERMS
AND CONDITIONS

_____ Audrey Wolf, Director
Facilities Development & Operations

FACILITIES DEVELOPMENT & OPERATIONS

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: January 4, 2008

REQUESTED BY: Tripp Cioci

PHONE: 233-0225

FAX:

PROJECT TITLE: Watergate Neighborhood Park

PROJECT NO.: 2006-1.008

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT: \$975.60

DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR: SouthEast Guaranty & Title, Inc.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Recording fees (\$10.60) and title work (\$965.00) for the +/- .25 acre parcel located at 10537 West Sandalfoot Boulevard in Boca Raton, as part of the due diligence associated with acquiring the property for a future CCRT park site in the Watergate Mobile Home Park. PCN: 00-41-47-25-02-000-2080

CONSTRUCTION	
VENDOR SERVICES	975.60
STAFF COSTS**	
EQUIP. / SUPPLIES	
CONTINGENCY	
TOTAL	<u>975.60</u>

** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3900 DEPT: 366 UNIT: X112 OBJ: 6501

FUNDING SOURCE (CHECK ALL THAT APPLY): ☐ AD VALOREM ☐ OTHER
☐ FEDERAL/DAVIS BACON

BAS APPROVED BY:  DATE: _____


ENCUMBRANCE NUMBER:

FUNDING SOURCE(S)

<input type="checkbox"/>	Bond
<input type="checkbox"/>	Impact Fees
<input type="checkbox"/>	Park Improvement Fund
<input type="checkbox"/>	Ad Valorem
<input checked="" type="checkbox"/>	Other

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BAS APPROVAL

☒ FULLY FUNDED WITHIN CURRENT BUDGET 
☐ FULLY FUNDED PENDING BUDGET TRANSFER _____

ATTACHMENT # 3

FACILITIES DEVELOPMENT & OPERATIONS

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: January 4, 2008

REQUESTED BY: Tripp Cioci

PHONE: 233-0225

FAX:

PROJECT TITLE: Watergate Neighborhood Park

PROJECT NO.: 2006-1.008

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT: \$136,000.00

DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Purchase price for the acquisition of the 0.25 ± acre parcel for the proposed Watergate Neighborhood Park property, located at 10537 West Sandalfoot Boulevard, Boca Raton.
PCN: 00-41-47-25-02-000-2080

CONSTRUCTION
VENDOR SERVICES
STAFF COSTS**
EQUIP. / SUPPLIES
CONTINGENCY
TOTAL

136,000.00

** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3900 DEPT: 366 UNIT: X112 OBJ: 6501

FUNDING SOURCE (CHECK ALL THAT APPLY):

☐ AD VALOREM ☐ OTHER

☐ FEDERAL/DAVIS BACON

BAS APPROVED BY: [Signature]

DATE: 1/11/08

ENCUMBRANCE NUMBER:

FUNDING SOURCE(S)

- ☐ Bond
☐ Impact Fees
☐ Park Improvement Fund
☐ Ad Valorem

☒ Other BAS Watergate Purchase 2.doc

BAS APPROVAL

- ☒ FULLY FUNDED WITHIN CURRENT BUDGET [Signature]
☐ FULLY FUNDED PENDING BUDGET TRANSFER

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