



City of Dallas

Surplus Property Bidders

Notice

It is your responsibility to complete your bid, place it in an envelope, seal it and deliver it only to the office assistants at the front desk of the Department of Sustainable Development and Construction , 320 E. Jefferson Boulevard, Room 203, no later than 8:30 A.M. on bid opening day. The office assistants at the front desk cannot assist you, the bid must be sealed and for your eyes only. If you do not understand the bidding instructions, please consult a Real Estate Specialist for assistance no later than the day before the deadline for bid submission.

Thank you for your cooperation.

**Bonnie Meeder, Assistant Director
Sustainable Development and Construction**





City of Dallas

INSTRUCTIONS

YOU MUST SUBMIT A COMPLETE PROPOSAL OR IT MAY BE DISQUALIFIED

1. Read carefully the General Conditions for Proposals
2. Complete all the following:
 - a. sign the proposal
 - b. sign the No Title-Policy Statement
 - c. sign the "No Conflict of Interest" Statement
 - d. sign the Certification of no Debts Owed to the City form
 - e. fill out list of Properties Owned within the City of Dallas form
 - f. sign the Additional Bidder Information form
3. Submit your proposal for the property in a sealed envelope to: Department of Sustainable Development and Construction, 320 East Jefferson Boulevard, Room 203, Dallas, Texas 75203 with the following typed on the exterior:

SURPLUS PROPERTY SALE

For (Address of Property) _____
To Be Opened January 12, 2010 at 10:00 A.M.

**BE SURE ALL ENVELOPES HAVE THE ADDRESS OF
THE PROPOSED PROPERTY CLEARLY INDICATED ON THE OUTSIDE!**





City of Dallas

INSTRUCTIONS

4. All proposals must be received at the Department of Sustainable Development and Construction, 320 East Jefferson Boulevard, Room 203, Dallas, Texas 75203, no later than **8:30 A.M. on January 12, 2010.**
5. You may, but not required to be present at proposal opening.
6. **ALL SALES ARE SUBJECT TO THE APPROVAL OF THE DALLAS CITY COUNCIL.**





City of Dallas

PROPOSAL TO CITY OF DALLAS FOR SURPLUS PROPERTY:

**ALL SALES ARE SUBJECT TO APPROVAL BY THE DALLAS CITY COUNCIL.
THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.**

Separate sealed proposals on each property will be received by the Department of Sustainable Development and Construction until 8:30 A.M. on January 12, 2010 in Room 203. On that date, all proposals will be opened and publicly read aloud at 10:00 A.M. at 320 East Jefferson Boulevard, Room LL02, Dallas, Texas. All proposals shall remain in effect for 90 days after the due date of submission.

RETURN TO: ASSISTANT DIRECTOR-SUSTAINABLE DEVELOPMENT AND CONSTRUCTION

**320 East Jefferson Boulevard, Room 203
Dallas, Texas 75203
Attn: Surplus Property Sale**

I hereby submit my proposal for the purchase of property located at:

Address: _____

Legal Description: _____

Proposal Amount \$ _____

Deposit Amount \$ _____

I understand and agree that by submitting this offer for the property, the "General Conditions for Proposals" described below, are part of this proposal and that the "General Conditions for Proposals" survive the closing of this transaction, if approved, and delivery of any deed or other instrument in connection with the sale of the property. I understand that in addition to the Proposal Amount for the property, I must pay a deed recording fee. For Proposal Amounts equal to or less than \$10,000.00, I have included a cashiers check or money order payable to the City of Dallas for the required \$1,000.00 deposit or the purchase price, whichever is less. For Proposal Amounts greater than \$10,000.00, I have included a cashiers check or money order payable to the City of Dallas for the required 10% of the Proposal Amount or \$10,000.00, whichever is less.





City of Dallas

READ CAREFULLY

The land and any improvements described above shall herein be referred to as the "Property". I understand that the property is purchased "**as is, where is, with all faults**". I understand that it is my responsibility to examine all applicable building codes and zoning ordinances to determine if the Property can be used for the purposes desired. I understand that it is my responsibility to check for outstanding or pending code enforcement actions including but not limited to repair or demolition orders. Code Enforcement inquiries can be directed to City Hall, Room 6/C/S, 1500 Marilla, Dallas, Texas 75201, (214) 670-7993.

I understand that the City of Dallas disclaims responsibility as to the accuracy or completeness of any information relating to the Property for sale and that the data in the newspaper advertisement is for information only.

The transaction to the maximum extent allowed by law, is made on an "**as is, where is, with all faults**" basis and is subject to all visible and apparent easements and any other instruments of record. Taxes will be assessed from the date of closing, except that taxes for omitted property, as defined in Section 25.21 of the Texas Property Tax Code, are the purchaser's responsibility. I understand that the City of Dallas is not responsible for any misrepresentations, failures of disclosure, errors or any negligent or wrongful acts occurring in the context of or pertaining to the closing of this transaction.

In the event the successful proposer fails or refuses to execute the purchase within 90 days following acceptance of the proposal by the city council, such **total deposit, shall be retained by the City of Dallas as liquidated damages.**

I hereby represent by submitting this proposal that I am financially capable of obtaining and have ready access to sufficient funds to pay the proposed monthly rent amount, estimated tenant improvements and the option purchase amount. The deposit will be returned without interest if my proposal is not accepted. The City of Dallas' responsibility to return the deposit to me shall extend only to depositing same in the U.S. mail to the undersigned at the address below on or before 30 days from the date this proposal is rejected. **The City of Dallas reserves the right to reject any and all proposals.**





City of Dallas

I understand that the City of Dallas will not provide a title policy for the Property. Attached are my executed "NO TITLE POLICY STATEMENT" and my executed "NO CONFLICT OF INTEREST STATEMENT" and my executed "ADDITIONAL BIDDER INFORMATION" as required by the City of Dallas. I represent and certify to the City of Dallas that I have no outstanding City of Dallas judgments against me or my property and I am not delinquent on the payment of any taxes or non-tax liens on property owned by me in the City of Dallas. The term Proposer shall include the individuals or entities submitting this proposal, their spouses, and any individual, their spouse or entity with a shared controlling interest.

To the maximum extent allowed by law, the City of Dallas expressly disclaims, and I expressly waive, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability or fitness for a particular purpose. The City of Dallas makes no representations of any nature regarding the Property and that the City of Dallas specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning: (i) the nature and condition of the Property, including without limitation, the water, soil and geology, and the suitability thereof and the Property for any and all activities and uses which Grantee may elect to conduct thereon, and the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations, (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise, and (iii) the compliance of the Property or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority, and (iv) whether or not the Property can be developed or utilized for any purpose. For purposes hereof, "environmental substances" means the following; (a) any "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et. seq., as amended, (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et. seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks, whether empty, filled, or partially filled with any substance, (i) any substance, the presence of which is prohibited by federal, state or local laws and regulations, and (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.





By submitting this proposal, I hereby waive and release any rights I may have either now or in the future, to undertake any legal or equitable action against the City of Dallas itself and/or as Trustee for failure of the City to properly advertise or notice the sale of the Property or to properly conduct the sale of this Property and hereby covenants not to sue the City of Dallas, itself and/or as Trustee, in connection with the advertisement, notice of the sale or the sale of this Property. Upon my death or mental incapacity, the proposal submitted shall become null, void and unenforceable and the City of Dallas shall have no further obligation to me, my estate or my guardian. On behalf of me, my heirs or my estate, I hereby waive any rights I may have to an award or conveyance of the Property in the event of my death or mental incapacity.

| | |
|--------------|-----------------------------|
| SIGNATURE | _____ |
| PRINTED NAME | _____ |
| ADDRESS | _____ |
| CITY | _____ STATE _____ ZIP _____ |
| TELEPHONE | () _____ () _____ |

Please print name(s) to appear on deed if different than above:

ALL PROPOSALS MUST BE SIGNED BY HAND. For additional information contact Maleea Moore at (214) 948-4094 or Ann Bruce at (214) 948-4103.





NO TITLE-POLICY STATEMENT

I/we _____ agree to the following:

I/we fully understand and acknowledge that a title policy is not being issued by any title company, nor has one been requested, and a title company has made no new title search regarding the property to this transaction, to wit:

I/we acknowledge that a title company has made no representations as to the title of the above referenced property, and I/we fully agree that I/we will hold harmless and indemnify the City of Dallas from any defects in title of the above referenced property.

Signature

Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____





City of Dallas

CERTIFICATION OF NO DEBTS OWED TO THE CITY

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

KNOW ALL BY THESE PRESENTS:

I, _____, individually and/or as an authorized representative of the organization submitting a proposal for the property ("Purchaser"), represent and certify to the City of Dallas that for any and all properties located within the City of Dallas that are owned by Purchaser including the individuals or entities submitting the proposal to purchase the property, their spouses and any individual, their spouse or entity with a shared controlling interest, that there are:

- 1) no outstanding City of Dallas judgments;
- 2) no tax delinquencies;
- 3) no unpaid liens or outstanding, open City Code violations;
- 4) no defaults on Municipal Court or District Court orders;
- 5) no assessments or fees owed to the City of Dallas;
- 6) no more than 1 citation per property within the last six (6) months for City Code violations;
- 7) no more than 2 citations per property within the last twelve (12) months for City Code violations;
- 8) no more than 1 mow/clean, securing or demolition lien on each property within the last twelve (12) months.

A complete list of all properties, located within the City of Dallas, that are owned by Purchaser and the additional individuals and entities hereinabove specified, including owner's names, addresses and tax account numbers, **is attached hereto and made a part hereof**. City Code violations are defined herein as high weeds, litter, illegal storage, junk motor vehicle violations, securing and zoning or structure violations; excluding parking on unimproved surfaces, bulky trash (put out too early for pickup) and signs. A citation that has been dismissed or the defendant found not guilty shall not be included in the determination of the number of citations issued.

Executed this _____ day of _____, 200__.

Purchaser: _____
SIGNATURE

Name Printed: _____





City of Dallas

NO CONFLICT OF INTEREST STATEMENT

I/we _____ agree to the following:

1. Neither I/we, nor my/our spouse(s), is/are a City of Dallas officer, employee or City Council appointed member of any board or commission.
2. The grant of this application would not violate Chapter XXII, Sec. 11 of the Dallas City charter which follows:

DALLAS CITY CHARTER
CHAPTER XXII, SEC. 11.

SEC.11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED.

(a) No officer or employee shall have any financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services, except on behalf of the city as an officer or employee- Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit the officer's or employee's office or position with the city. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the city shall render the contract involved voidable by the city manager or the city council.

(b) The alleged violations of this section shall be matters to be determined either by the trial board in the case of employees who have the right to appeal to the trial board, and by the city council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by city employees in federally funded housing programs, to the extent permitted by applicable federal or state law. (Amend. of 8-12-89, Prop. No.1: Amend. of 8-12-89, Prop. No.15)

3. If this application is made on behalf of another person, partnership, corporation or other business entity and if the undersigned or my/our spouse(s) is/are a City of Dallas officer, employee or board or commission member, I/we swear and affirm that neither I/we, nor my/our spouse(s), have financial interest, direct or indirect, with the other person, partnership, corporation or other business on whose behalf this application is made.





Additional Bidder Information Form

Property Address: _____

1. Upon the successful bid of this property, what is your primary purpose for this property?

2. **Legal Name or Company Name:** _____

3. **Legal Status** – I certify that I/we do business as a (check one only):

- | | |
|--|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Corporation Trust or Estate | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Not-for-Profit Corporation | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Other: _____ | |

4. **Type or Nature of Business:**

Management: Please Identify **ALL** Officers of the Company.

Title: _____, Name: _____

Title: _____, Name: _____

Title: _____, Name: _____

Title: _____, Name: _____

5. Have you successfully bid on other surplus properties held by the City?

- YES** **NO**

6. If you checked **Yes** above: (a) How many properties have you purchased; and (b) Have these properties been developed (vacant) or renovated (improved)?

7. Are you a builder/developer?

- YES** **NO**

I hereby certify that the information in this Bidder Information Form, including any and all attachments and referenced information, is factual and complete.

Name _____

Signature: _____

Date: _____

Revised 2/1/08

