



City of Dallas

## Tax 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 Development Services – Real Estate Division, 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, Interim Assistant Director  
Department of Development Services  
Real Estate Division





## INSTRUCTIONS

### **YOU MUST SUBMIT A COMPLETE PROPOSAL OR IT MAY BE DISQUALIFIED**

1. Read carefully the General Conditions for Proposals
2. Enclose your deposit with the proposal form. (CASHIER'S CHECK OR MONEY ORDER PAYABLE TO THE CITY OF DALLAS) **NO PERSONAL CHECKS WILL BE ACCEPTED. BIDS NOT MEETING MINIMUM BID AMOUNT WILL BE DISQUALIFIED.**
3. Complete all the following:
  - a. sign the proposal
  - b. sign the No Title-Policy Statement
  - c. sign the Certification of no Debts Owed to the City form
  - d. complete and sign Properties Owned Within the City of Dallas
  - e. complete and sign the Additional Bidder Information form
  - f. sign the "No-Conflict" Statement
4. Submit your proposal for each property in a separate sealed envelope to: Department of Development Services-Real Estate Division, 320 East Jefferson Boulevard, Room 203, Dallas, Texas 75203 with the following typed on the exterior:

#### **TAX PROPERTY SALE**

**For (Address of Property) \_\_\_\_\_  
To Be Opened September 25, 2008**

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





City of Dallas

## INSTRUCTIONS

5. All proposals must be received at the Department of Development Services-Real Estate Division, 320 East Jefferson Boulevard, Room 203, Dallas, Texas 75203, no later than **8:30 A.M. on September 25, 2008.**
6. You may, but not required to be present at proposal opening.
7. **ALL SALES ARE SUBJECT TO THE APPROVAL OF THE DALLAS CITY COUNCIL.**





City of Dallas

**PROPOSAL TO CITY OF DALLAS FOR TAX FORECLOSED PROPERTY:**

(Please check one box)

- Public Sale of Tax Foreclosed Property
- Public Sale of Seizure 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 Development Services - Real Estate Division until 8:30 A.M. on **September 25, 2008** 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-DEVELOPMENT SERVICES  
320 East Jefferson Boulevard, Room 203  
Dallas, Texas 75203  
Attn: Tax Property Sale**

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

Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Bid/Proposal Amount \$ \_\_\_\_\_

Deposit Amount \$ \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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 less than \$10,000.00, I have included a cashier’s check or money order payable to the City of Dallas for the required \$1,000.00 deposit. For Proposal Amounts greater than \$10,000.00, I have included a cashier’s 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.





### READ CAREFULLY

The land and any improvements described above shall herein be referred to as the "Property". The Quitclaim Deed to the property, if tax foreclosed or seized, will acknowledge that the Property is subject to the prior owner's right of redemption, if any. The Property is purchased "**as is, where is, with all faults**". A sample copy of the Quitclaim Deed is attached. 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. 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.

The City of Dallas disclaims responsibility as to the accuracy or completeness of any information relating to the Property for sale. The data in the newspaper advertisement is for information only. The quitclaim of the Property, 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. 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.

If my proposal is accepted, the balance of the purchase price owed, if any, shall be paid in full by **cashier's check or money order**, made payable to the City of Dallas within 30 days after I am notified that the transaction is ready for closing, unless such time period is shortened or extended by written agreement of the undersigned and the City of Dallas. In the event the successful proposer fails or refuses to consummate the transaction 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 balance of the purchase price and the necessary recording fees. 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.**





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” 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: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

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





## 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: \_\_\_\_\_









## Additional Bidder Information Form

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 tax foreclosed/seizure 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: \_\_\_\_\_



## 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

