

NOTICE OF SALE FOR REAL ESTATE

The City of Mesquite, for itself and as Trustee for other Taxing entities, will accept proposals for the following properties that were struck off to the City of Mesquite through Tax Foreclosure pursuant to the Texas Property Tax Code:

TAX-FORECLOSURE - VACANT PROPERTIES (LAND ONLY)

STREET ADDRESS	LEGAL DESCRIPTION	MAPSCO	JUDGMENT YEARS	MINIMUM BID AMOUNT
1318 Athens	Lot 13, Block 10	59A-F	1990-1993 1995-1996 1998-2012	\$ 15,000
430 Cresthill	Lot 3, Block 7	49A-R	2003-2011	\$ 15,000
3503 Demaret	Lot 17, Block 9	39-L	1993-2013	\$ 16,000
34 Forest Creek	Lot 34, Block C	50-Q	1989-2010	\$ 20,000
912 Glenn	Lot 5, Block 1	49A-R	2003-2010	\$ 16,200
809 Lilac	Lot 12, Block D	49A-W	2002-2011	\$ 13,000
1430 Melton	Lot 32 out of the Joe Badgley Survey of Abstract Number 74 of the Melton Subdivision Number 1	59A-A	2000-2013	\$ 13,000
1800 Orchid	Lot 5, Block C	49A-W	1993-2012	\$ 13,000
500 Paddy	Lot 14, Block D	50-W	2001-2009	\$ 18,000
1409 Powell	Tract 15 of H. G. Berry's Subdivision Addition	59A-A	1998-2012	\$ 13,000
1333 Rusk	Lot 37, Block 12	59A-F	2002-2011	\$ 15,000
314 S. Ebrite (landlocked)	Being a tract of land located in the Woodfield Casteel Survey, Abstract No. 343	49A-V	1992-2005	\$ 5,360
800 & 806 S. Sam Houston	Being a tract of land part of Tract 116 and Tract 117, Sherwood Forest Addition	49-Y	1996-2012	\$ 97,390
514 Willowbrook	Lot 5, Block 4	49A-R	2002-2011	\$ 15,000
124 Woodbridge	Lot 22, Block E	49-V	2002-2011	\$ 15,000
128 Woodbridge	Lot 21, Block E	49-V	2002-2011	\$ 15,000

TAX FORECLOSURE - IMPROVED PROPERTIES (INCLUDES STRUCTURE)

STREET ADDRESS	LEGAL DESCRIPTION	MAPSCO	JUDGMENT YEARS	MINIMUM BID AMOUNT
1413 Fernwood	Lot 7, Block 31	49-M	1998-2014	\$ 109,720
117 Glenridge	Lot 5, Block D	49-V	2004-2011	\$ 64,110
911 Jardin	Lot 34, Block 10	50-W	2003-2011	\$ 46,720
2447 Lindale	Lot 8, Block 3	59A-K	2004-2011	\$ 48,830
1121 Lorraine	Lot 10, Block 1	59-D	2002-2015	\$ 57,530
1224 Powell	Lot 70, of Melton Subdivision No. 3, an unrecorded plat in the Joe Bagley Survey, Abstract No. 74	59A-A	1995-2010	\$ 44,470
319 Saffron	Lot 65, Block 4	49-R	2003-2012	\$ 85,770
925 Via Coronado	Lot 19, Block 2	39A-U	1995-2015	\$ 112,550

NON-TAX FORECLOSURE – VACANT PROPERTY (LAND ONLY)

The City of Mesquite will also accept proposals for the following properties that were acquired by the City of Mesquite other than by Tax Foreclosure:

STREET ADDRESS	LEGAL DESCRIPTION	MAPSCO	JUDGMENT YEARS	MINIMUM BID AMOUNT
1505 Edwards	Lot 1A, Block L	60A-F	N/A	\$ 62,330
Church (DCAD shows both lots with the same address; these lots were not tax- foreclosed properties)	Lot 2A, Block L	60A-G		\$ 29,120

The land(s) and any improvement(s) described above shall herein be referred to as the “Property.” The Quitclaim Deed to each Property will contain no warranties of any kind. The Property is subject to the prior owners’ right of redemption, if any. The City of Mesquite (“City”) will not provide a

Title Policy. The Property will be sold **“AS IS”, “WHERE IS” and “WITH ALL FAULTS”** and the City has no responsibility for the condition of the Property. Proposer should check for outstanding or pending code enforcement actions including but not limited to repair or demolition orders.

The Property is to be sold **“AS IS, WHERE IS, WITH ALL FAULTS.”** The City makes no warranty concerning zoning, condition of title, development, or as to whether the advertised Property can be utilized for any purpose. **It is the responsibility of the bidder(s) to examine all applicable building codes and ordinances to determine if the Property can be used for the purpose(s) desired.**

The City will require all bidders, including but not limited to their spouses and any other individual, their spouse, or any entity with a shared controlling interest, to certify in writing that they have no outstanding City judgments, tax delinquencies, unpaid liens, open City code violations, Building Standards Board order defaults, civil penalties or fees, no more than one citation per property within the last six months for City code violations, no more than two citations per property within the last 12 months for City code violations, no more than one mow/clean, securing or demolition lien on each property within the last 12 months, and that they are not buying the Property on behalf of the former owner(s), and will not sell or lease the Property to the former owner(s) for five consecutive years.

Each Property struck off to the City of Mesquite through Tax Foreclosure is subject to post judgment taxes, penalties and interests, if any. Any post judgment taxes, penalties and interest will be the Proposer’s responsibility pursuant to the Texas Property Tax Code, including the pro rata portion of property taxes for the remaining part of the current calendar year, which will be assessed from the date of execution of the Quitclaim Deeds.

Each Property acquired by the City of Mesquite other than by Tax Foreclosure is subject to [and the Proposer shall be responsible for] a pro rata portion of property taxes for the remaining part of the current calendar year, which will be assessed from the date of execution of the Quitclaim Deeds.

The City disclaims responsibility as to the accuracy or completeness of any information relating to the Property for sale. The data in this newspaper advertisement is for informational purposes only. Any transaction regarding the Property is made on an **“AS IS, WHERE IS, WITH ALL FAULTS”** basis. The City 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 the Property.

Separate sealed proposal (bid) packets for each of the above properties must be submitted on or before **8:30 a.m. on June 23, 2016** to Le Sealey, Manager of Purchasing, or her designee, at 1515 North Galloway Avenue, Attention: Purchasing Department, Mesquite, Texas, 75149. All proposals shall remain in effect for 90 days after the due date of submission. **ALL PROPOSALS WILL BE OPENED AND PUBLICLY READ ALOUD AT 10:00 A.M. ON JUNE 23, 2016**, by Le Sealey, Manager of Purchasing, or her designee, in the City Attorney’s conference room, 1515 North Galloway Avenue, Mesquite, Texas 75149.

A cashier’s check or money order must accompany the proposal forms for the appropriate deposit as listed below:

BID \$1,000.00 TO \$10,000.00

Deposit = \$1,000.00 plus \$50 deed recording fee

BID OVER \$10,000.00

Deposit = 10% of bid amount or \$10,000.00, whichever is less plus \$50 deed recording fee

In the event the successful bidder fails or refuses to consummate the transaction within 90 days following acceptance of the proposal (bid) by the Mesquite City Council, **such total deposit, shall be retained by the City of Mesquite as liquidated damages.**

For additional information, including dates and times for Property inspection, contact Brenda Hood at (972) 216-6377 or bhood@cityofmesquite.com. This list and the proposal (bid) packet can be obtained from the Purchasing Department, 1515 North Galloway Avenue, Mesquite, Texas 75149 and at www.cityofmesquite.com/346/Purchasing.

THE CITY OF MESQUITE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS/BIDS. ALL SALES OF PROPERTY STRUCK OFF TO THE CITY OF MESQUITE THROUGH TAX FORECLOSURE PURSUANT TO THE TEXAS PROPERTY TAX CODE ARE SUBJECT TO FINAL APPROVAL BY THE MESQUITE CITY COUNCIL AND THE GOVERNING BODIES OF OTHER TAXING ENTITIES. ALL SALES OF PROPERTY ACQUIRED BY THE CITY OTHER THAN BY TAX FORECLOSURE ARE SUBJECT TO FINAL APPROVAL BY THE MESQUITE CITY COUNCIL.

PROPERTIES NOT SOLD WILL BE RE-OFFERED AT AN UPCOMING SALE.

CITY OF MESQUITE

Le Sealey, Manager of Purchasing

ADVERTISE: Thursday, May 26, 2016
Thursday, June 2, 2016
Thursday, June 9, 2016



Tax Foreclosure Property Bidders

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 City of Mesquite Purchasing Department, 1515 North Galloway, Mesquite, Texas 75149, no later than **8:30 a.m. on June 23, 2016**. 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 or Attorney for assistance no later than the day before the deadline for bid submission.**

I/we hereby submit a proposal for the purchase of the following property (the "Property") located at:

Address: _____

Legal Description: _____

Bid/Proposal Amount \$ _____

Deposit Amount (including the \$50.00 deed processing fee**) \$ _____

Amount of Check _____	Cashier's Check/Money Order # _____
_____	_____

By signing below, I/we 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" will survive the closing of this transaction if approved, and the delivery of any deed or other instrument(s) in connection with the sale of the Property.

Printed Name: _____ Printed Name: _____

Signature: _____ Signature: _____

A cashier's check or money order must accompany the proposal forms for the appropriate deposit as listed below:

Bid \$1,000.00 to \$10,000.00	Bid over \$10,000.00
Deposit = \$1,000.00 plus <u>\$50.00 deed recording fee</u>	Deposit = 10% of bid amount or \$10,000.00, whichever is less plus <u>\$50.00 deed recording fee</u>

This Property is subject to post judgment taxes, penalties and interests, if any.
 (**Additional deed processing fees may be required, upon request.)



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

1. **Do not enter vacant structures until an executed quitclaim deed has been received from the City Attorney's office.**
2. Read carefully the "General Conditions for Proposals".
3. Enclose your deposit, including the **\$50.00 deed processing fee**, with the proposal form. **(CASHIER'S CHECK OR MONEY ORDER PAYABLE TO THE CITY OF MESQUITE.) NO PERSONAL CHECKS WILL BE ACCEPTED. BIDS NOT MEETING MINIMUM BID AMOUNT WILL BE DISQUALIFIED.**
4. **Submit a Tax Certificate for all property owned within Dallas County from the Dallas County Tax Office. (Tax Certificate must be dated no more than 60 days from the date of the Tax Foreclosure Resale).**
5. Complete all the following:
 - a. Sign the proposal form
 - b. Sign the No Title-Policy Statement
 - c. Sign the Certificate of No Debts Owed to the City form
 - d. Sign the Conflict of Interest Questionnaire (Form CIQ)
 - e. Sign the No "Conflict of Interest" Statement
 - f. Sign the Form 1295 Disclosure of Interested Parties Questionnaire
6. Submit your proposal for each Property in a separate sealed envelope to: City of Mesquite Purchasing Department, 1515 North Galloway Avenue, Mesquite, Texas 75149 with the following language indicated below typed on the exterior:

TAX PROPERTY RESALE – JUNE 23, 2016

For (Address of Property): _____

ALL ENVELOPES MUST HAVE THE ADDRESS OF THE PROPOSED PROPERTY CLEARLY INDICATED ON THE OUTSIDE OR IT WILL BE DISQUALIFIED.

All proposals must be received at the City of Mesquite Purchasing Department, 1515 North Galloway Avenue, Mesquite, Texas 75149, no later than **8:30 a.m. on June 23, 2016.** All proposals will be opened and publicly read aloud at **10:00 a.m. on June 23, 2016, in the City Attorney's Conference Room, 1515 North Galloway Avenue, Mesquite, Texas 75149.** All proposals shall remain in effect for 90 days after the due date of submission.

ALL SALES ARE SUBJECT TO THE APPROVAL OF THE MESQUITE CITY COUNCIL AND THE GOVERNING BODIES OF OTHER TAXING ENTITIES. THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.



“GENERAL CONDITIONS FOR PROPOSALS”

READ CAREFULLY

- 1) The land and any improvements described in the Proposal shall be referred to herein as the “Property”.
- 2) 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.
- 3) The term “Proposal” as used herein shall mean the proposal (bid) submitted by the Proposer relating to the Property.
- 4) The Proposer understands and agrees that the City of Mesquite, for itself and as trustee for other taxing entities, acquired the Property by a tax foreclosure sale. **The Property is being purchased “AS IS, WHERE IS, AND WITH ALL FAULTS.”**
- 5) It is the Proposer’s responsibility to check for outstanding or pending code enforcement actions, including, but not limited to repair or demolition orders.
- 6) It is the Proposer’s responsibility to examine all applicable building codes and zoning ordinances to determine if the Property can be used for the purposes desired.
- 7) The term “Grantors” as used herein shall refer to the City of Mesquite, for itself and as the trustee for the taxing entities that received tax title to the Property at the tax foreclosure sale of the Property.
- 8) The quitclaim of the Property to the maximum extent allowed by law is made on an **“AS IS, WHERE IS, AND WITH ALL FAULTS”** basis and is subject to (i) zoning laws, regulations and ordinances of municipal and other governmental authorities; (ii) liens, if any, existing against the Property; (iii) leases, if any, covering the Property; (iv) mineral severances, mineral leases and water interests outstanding in parties other than Grantors; (v) all presently recorded instruments that affect the Property; (vi) all taxes and assessments that have accrued on the Property from the date of the judgment ordering the tax foreclosure of the Property to the date of the tax foreclosure sale of the Property, prorated taxes and assessments against the Property for the current year, taxes and assessments against the Property for all subsequent years, taxes and assessments for prior years due to changes in use or ownership of the Property, or both, and taxes and assessments assessed after the date of the quitclaim deed of the Property as a result of adjustment or correction of the tax rolls by the Dallas Central Appraisal District; (vii) the rights of adjoining owners in any walls and fences situated on a common boundary; (viii) any discrepancies, conflicts or shortages in area or boundary lines; (ix) any encroachments, protrusions or overlapping of improvements, if any, affecting the Property; (x) any building set back lines affecting the Property; (xi) all existing utility, drainage, access, maintenance and other easements, rights-of-way and prescriptive rights affecting the Property, whether of record or not, including, without limitation, those in favor of GRANTORS; (xii) visible and apparent easements which are not recorded in the



public records; (xiii) all notes and covenants as shown on the recorded map or plat on which the Property is located; (xiv) all existing restrictions, reservations, exceptions, covenants, conditions, licenses, agreements, instruments and interests which affect the Property; (xv) the right of redemption, if any, of Grantors' predecessor in title to the Property; (xvi) rights of parties in possession of the Property, if any; and (xvii) all matters which would be disclosed by title examination, survey, investigation or inquiry.

- 9) **The Proposer, on behalf of the Proposer and the Proposer's successors, heirs and assigns, shall assume responsibility for any environmental problems or conditions on, with, relating to or arising from the Property and the Quitclaim Deed shall contain a release of the Grantors from liability for environmental conditions, if any, affecting the Property.**
- 10) The Proposer represents that the Proposer has read and fully understands Sections 26.10, 33.52, 34.01, 34.05 and 34.21 of the Texas Property Tax Code in their entirety, including all other applicable sections of the Texas Property Tax Code that relate to this transaction. **The Proposer further understands and agrees to pay the post judgment taxes and the pro-rata (current year) Property taxes from the date of closing through all future years so long as said Proposer owns the Property.**
- 11) The Proposer understands and agrees that the City of Mesquite, for itself and as trustee for the taxing entities that received tax title to the Property at the tax foreclosure sale of the Property, acquired the Property by tax foreclosure sale and said Proposer is familiar with the legal issues involved in such transactions and sale, including the subsequent resale to bidder(s) and/or purchaser(s), and the risks and limitations of such sales. Said Proposer represents that the Proposer is equally knowledgeable as the City of Mesquite in these matters and transactions.
- 12) The Proposer agrees to accept a Quitclaim Deed to the Property. Said Proposer understands that there are no warranties or guaranties associated with a Quitclaim Deed and that such deed conveys only whatever interest the City of Mesquite, for itself and as trustee for the taxing entities that received tax title to the Property at the tax foreclosure sale of the Property, acquired in the Property, if any. The Proposer understands and agrees that the Quitclaim Deed is subject to the prior owner's right of redemption, if any. A sample copy of the Quitclaim Deed is attached. The terms, provisions, disclaimers, waivers and releases contained in the sample form of the attached Quitclaim Deed are incorporated herein and made a part of these General Conditions for Proposals for all purposes.
- 13) The Proposer further understands and agrees that the City of Mesquite shall have no responsibility or liability arising from the accuracy of any matter, fact, or thing relating to the Property. Further, the City of Mesquite is not obligated and will not provide or pay for a survey, plat, any environmental review, study, or other related reviews, or documents. However, the Proposer may do so at the Proposer's sole cost and expense.
- 14) If my/our 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 Mesquite within 30 days after I/we are 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 Mesquite. In the event the successful Proposer fails or refuses to consummate the transaction within 90



days following acceptance of the Proposal by the Mesquite City Council, such total deposit, except for the \$50.00 deed processing fee, shall be retained by the City of Mesquite as liquidated damages. The deposit will be returned without interest if my/our Proposal is not accepted. The responsibility of the City of Mesquite to return the deposit to me/us shall only extend to depositing the 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 Mesquite reserves the right to reject any and all proposals.**

- 15) I/we hereby represent by submitting the Proposal that I/we are financially capable of obtaining and have ready access to sufficient funds to pay the balance of the purchase price and the necessary recording fees.
- 16) I/we understand that the City of Mesquite will not provide a title policy for the Property. Attached are my/our executed "NO TITLE POLICY STATEMENT" and my/our executed "NO CONFLICT OF INTEREST STATEMENT" as required by the City of Mesquite.
- 17) The City of Mesquite is not responsible for any misrepresentations, failure of disclosures, errors, or any negligent or wrongful acts occurring in the context of, or pertaining to the closing of this transaction. **The undersigned, on behalf of the undersigned and the undersigned's successors, heirs and assigns, hereby RELEASE ANY RIGHTS AND CAUSES OF ACTION THAT THE UNDERSIGNED MAY HAVE, AT LAW OR IN EQUITY, AGAINST GRANTORS OR GRANTORS' ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, ATTORNEYS AND ALL PERSONS ACTING ON GRANTORS' BEHALF ("GRANTORS' AFFILIATES") IN CONNECTION WITH THIS TRANSACTION INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, TAX FORECLOSURE PROCEEDING(S), AND THE SALE OF THE PROPERTY.**
- 18) **TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE CITY OF MESQUITE EXPRESSLY DISCLAIMS, AND I/WE EXPRESSLY WAIVE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, RELATING TO THE PROPERTY AND ANY IMPROVEMENTS THEREON, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, HABITABILITY, MARKETABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE PROPERTY.**
- 19) Upon the death or mental incapacity of any one or more of the undersigned, the Proposal submitted shall become null, void and unenforceable, and the City of Mesquite shall have no further obligation to the Proposer or his/her/their estate(s) or guardian(s). On behalf of the undersigned and the undersigned's heirs or estate(s), the undersigned hereby waive any rights the undersigned may have to an award or conveyance of the Property in the event of the death or mental incapacity of any one or more of the undersigned.
- 20) Proposer represents and states that Proposer is not purchasing the Property on behalf of the immediate and previous owner of the Property. Proposer represents and certifies to the City of Mesquite that the Proposer has no outstanding City of Mesquite judgments against the Proposer or the Proposer's property, and the Proposer further represents that the Proposer is



not delinquent on the payment of any taxes or non-tax liens on any property owned by the Proposer in the City of Mesquite.

- 21) By submitting this Proposal, the undersigned hereby WAIVE AND RELEASE any rights the undersigned may have, either now or in the future, to undertake any legal or equitable action against the City of Mesquite, itself and/or as Trustee, for any failure of the City of Mesquite to properly advertise or notice the sale of the Property, or to properly conduct the sale of this Property, and the undersigned hereby covenant not to sue the City of Mesquite, itself and/or as Trustee, in connection with the advertisement, notice of the sale, or the sale of the Property.

Upon the successful bid of this Property, what is your primary purpose?

Residence Other: _____
 Investment

SIGNATURE: _____ SIGNATURE: _____

PRINTED NAME: _____ PRINTED NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: () _____ () _____

EMAIL: _____

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

ALL PROPOSALS MUST BE SIGNED BY HAND. For additional information contact Le Sealey at (972)216-6394 or Brenda Hood at 972-216-6377.



NO TITLE-POLICY STATEMENT

Property Address: _____ (the "Property").

I/we _____ agree to the following:

I/we fully understand and acknowledge that a title policy will not be issued by any title company, nor has one been requested, and a title company has made no new title search regarding the Property.

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 Mesquite from any defects in title of the above referenced Property.

Signature: _____ Signature _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____



CERTIFICATION OF NO DEBTS OWED TO THE CITY

THE STATE OF TEXAS)
)
COUNTY OF DALLAS) KNOW ALL BY THESE PRESENTS:

Property Address: _____ (the "Property").

I/we _____ individually and/or as an authorized representative of the organization submitting a proposal for the Property ("Purchaser"), represent and certify to the City of Mesquite that Purchaser is not buying this Property on behalf of the foreclosed owner. Purchaser further represents and certifies that for any and all properties located within the City of Mesquite 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 Mesquite 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 Mesquite
- 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; and
- 8) No more than 1 mow/clean, securing or demolition lien on each property within the last twelve (12) months.

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 for the defendant found not guilty shall not be included in the determination of the number of citations issued.

Executed this _____ day of _____, 20_____.

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____



CONTRACTING WITH THE CITY OF MESQUITE

Updated: January 8, 2016

Conflict of Interest Questionnaire And Disclosure of Interested Parties (Form 1295)

YOU WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:

Conflict of Interest. Chapter 176 of the Texas Local Government Code is an ethics law that was initially enacted by the Texas Legislature with HB 914 in 2005 that requires disclosure of employment and business relationships local government officers may have with contractors, consultants and vendors who conduct business with local government entities. The law applies to any written contract for the sale or purchase of real property, goods or services. Further information regarding Texas Conflict of Interest laws and the ***Conflict of Interest Questionnaire*** (FORM CIQ) can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

PLEASE COMPLETE THE ATTACHED FORM CIQ AND SUBMIT WITH YOUR PROPOSAL.

Disclosure of Interested Parties. Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (FORM 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties law and FORM 1295 can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PLEASE DO NOT COMPLETE FORM 1295 UNTIL YOU HAVE BEEN NOTIFIED OF CONTRACT AWARD AND REQUESTED TO ELECTRONICALLY FILE FORM 1295 WITH THE TEXAS ETHICS COMMISSION.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
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<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY
1 Name of vendor who has a business relationship with local governmental entity. 	Date Received

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

 Signature of vendor doing business with the governmental entity

 Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



NO “CONFLICT OF INTEREST” STATEMENT

Property Address: _____ (the “Property”).

I/we, _____, agree to the following:

- 1. Neither I/we, nor my/our spouse(s) is/are a City of Mesquite officer, employee or City Council appointed member of any board or commission.
- 2. The grant of this application would not violate Article IV, Section 34 of the Mesquite City Charter, which follows:

**MESQUITE CITY CHARTER
ARTICLE IV, SECTION 34**

Sec. 34. Personal financial interest.

No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, or be financially interested, directly or indirectly, 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, or to a contractor supplying the city, except on behalf of the City as an officer or employee. However, the phrase “financially interested in any contract with the city” and “financially interested in the sale to the city of any land” shall not be deemed to preclude donations to [the] city of right-of-way, easements or other thing of value without payment or other consideration from [the] city. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with the governing body of the city shall render the contract involved voidable by the city manager or governing body.

Provided, however, that city employees, excluding the city manager, the city secretary and the city purchasing agent, may purchase unclaimed and surplus items sold at city auction where the sale is advertised by publication as provided by law and the sale is by open competitive bidding.

No member of the city council shall be excused from voting except on matters where his financial interest are involved, or where otherwise prohibited by state law.

- 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 Mesquite 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



FORM 1295 DISCLOSURE OF INTERESTED PARTY QUESTIONNAIRE

THE SUCCESSFUL PROPOSAL CONSTITUTES A REAL ESTATE CONTRACT WHICH MAY BE SUBJECT TO HB 1295 FORM REQUIREMENTS APPLICABLE TO BUSINESS ENTITIES. SUCCESSFUL BUSINESS ENTITY BIDDERS WILL BE REQUIRED TO COMPLETE FORM 1295 “CERTIFICATE OF INTERESTED PARTIES.”

“Business entity”:

- 1. Means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation;**
- 2. Includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity;**
- 3. Does not include a governmental entity or state agency.**

Property address: _____

List the party (parties) to submitted bid:**

*****NOTE: IF THERE ARE MULTIPLE PARTIES TO THE BID, THEN EACH PARTY INDIVIDUALLY MUST COMPLETE THIS FORM FOR FORM 1295 PURPOSES.***

Printed Name of Individual Bidder party completing this form:

Signature: _____

Please check (x) one of the following:

_____ **I am a business entity**

_____ **I am not a business entity**



ADDITIONAL INFORMATION:

If you have any interest in submitting a proposal (bid), following are a few typical sources of information that may be helpful in your investigation and research:

1. Dallas Central Appraisal District: www.dallascad.org
Gives details of Property by Owner, Account or Address under “Search Appraisals.”
2. Dallas County: www.dallascounty.org
 - a. County Clerk, ROAM Official Public Records Search
<https://www.roamdallaspropertyrecords.com/index.html>
 - b. Tax Office – Property Tax Lookup – To access property tax information, i.e., Taxes Due, Post Judgment Taxes, Detail by Year & Jurisdiction, etc., go to:
http://www.dallasact.com/act_webdev/dallas/index.jsp

Information regarding the tax case files which contain documents associated with the foreclosure of a property, i.e., the Judgment, Order of Sale, Citations, etc., can be found in the District Clerk’s Office, Records Department at the George L. Allen, Sr., Courthouse, located at 600 Commerce Street, Dallas, Texas 75202 (Telephone No. 214-653-6011). Advance notification may be required and fees may be charged to view or purchase documentation.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY AND ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED

STATE OF TEXAS §

COUNTY OF DALLAS § **KNOW ALL PERSONS BY THESE PRESENTS:**

That the City of Mesquite, a Texas home rule municipality, for itself, and as the trustee for the taxing entities that received tax title to the herein described property under that certain Sheriff's Deed recorded as Instrument Number <<VOLUME>>, <<PAGE>> of the Official Real Property Records of the county in which the property is located (the "GRANTORS"), and for and in consideration of the sum of <<Purchase price>>, (<<PURCHASEPRICE>>), the receipt and legal sufficiency of which is hereby acknowledged and the further consideration as set forth below, releases, quitclaims and surrenders to the below-named GRANTEE such title or interest as GRANTORS may have acquired, if any, by virtue of the tax foreclosure proceeding and as purchaser under the above described Sheriff's Deed, and by these presents and in accordance with Resolution No. <<COUNCILRES>> approved by the Mesquite City Council on <<COUNCILDATE>>, and with the consent and approval on behalf of said taxing entities pursuant to Dallas County Commissioners Court Order No. <<COUNTYRES>> approved <<COUNTYDATE>>, and the Mesquite Independent School District Resolution No. <<SCHOOLRES>> approved <<SCHOOLDATE>>, does hereby release, quitclaim and surrender, subject to the exceptions, encumbrances, terms, conditions, provisions and restrictions hereinafter set forth, unto <<PURCHASER>> of "PADDRESS>>, <<PCITY>>, <<PSTATE>>, <<PZIP>> (the "GRANTEE", whether one or more), all of the GRANTORS' rights, title and interests, if any, save and except any interest not acquired by said Sheriff's Deed, in and to the following described property located in Dallas County, Texas, to-wit:

, (the "Property").

This Quitclaim Deed is made subject to and by acceptance of this Quitclaim Deed GRANTEE acknowledges the right of redemption as provided in the Texas Property Tax Code, Sections 34.05 and 34.21. This Quitclaim Deed is also made subject to GRANTEE'S representation and agreement that GRANTEE did not purchase the Property on behalf of a Prohibited Person as hereinafter defined, and that GRANTEE will not sell or lease the Property to a Prohibited Person. A "Prohibited Person" shall mean any party who was named as a defendant in any legal proceedings at which the GRANTORS obtained a final judgment in a District Court in Dallas County, Texas, for delinquent taxes and an order to foreclose its tax lien on the Property. GRANTEE'S agreement shall be for five (5) years from execution of this Quitclaim Deed, and any breach or violation thereof may be enforced by GRANTORS against GRANTEE at law or in equity to require the correction of the violation. GRANTEE further agrees that if GRANTORS substantially prevail in a legal proceeding to enforce these terms, conditions, and restrictions,

GRANTORS shall be entitled to recover damages, reasonable attorney fees, and court costs from GRANTEE. GRANTEE'S agreement to these terms, conditions and restrictions in this transaction is a material representation and part of the consideration for this transaction.

This Quitclaim Deed is further made and accepted by GRANTEE subject to (i) zoning laws, regulations and ordinances of municipal and other governmental authorities; (ii) liens, if any, existing against the Property; (iii) leases, if any, covering the Property; (iv) mineral severances, mineral leases and water interests outstanding in parties other than GRANTORS; (v) all presently recorded instruments that affect the Property; (vi) all taxes and assessments that have accrued on the Property from the date of the judgment ordering the tax foreclosure of the Property to the date of the tax foreclosure sale of the Property, prorated taxes and assessments against the Property for the current year, taxes and assessments against the Property for all subsequent years, taxes and assessments for prior years due to changes in use or ownership of the Property, or both, and taxes and assessments assessed after the date of this Quitclaim Deed of the Property as a result of adjustment or correction of the tax rolls by the Dallas Central Appraisal District; (vii) the rights of adjoining owners in any walls and fences situated on a common boundary; (viii) any discrepancies, conflicts or shortages in area or boundary lines; (ix) any encroachments, protrusions or overlapping of improvements, if any, affecting the Property; (x) any building set back lines affecting the Property; (xi) all existing utility, drainage, access, maintenance and other easements, rights-of-way and prescriptive rights affecting the Property, whether of record or not including, without limitation, those in favor of GRANTORS; (xii) visible and apparent easements which are not recorded in the public records; (xiii) all notes and covenants as shown on the recorded map or plat on which the Property is located; (xiv) all existing restrictions, reservations, exceptions, covenants, conditions, licenses, agreements, instruments and interests which affect the Property; (xv) the right of redemption, if any, of GRANTORS' predecessor in title to the Property; (xvi) rights of parties in possession of the Property, if any; and (xvii) all matters which would be disclosed by title examination, survey, investigation or inquiry.

GRANTEE hereby assumes and agrees to pay all taxes and assessments that have accrued on the Property from the date of the judgment ordering the tax foreclosure of the Property to the date of the tax foreclosure sale of the Property, prorated taxes and assessments against the Property for the current year, taxes and assessments against the Property for all subsequent years, taxes and assessments for prior years due to changes in use or ownership of the Property, or both, and taxes and assessments assessed after the date of this Quitclaim Deed as a result of adjustment or correction of the tax rolls by the Dallas Central Appraisal District, and GRANTEE hereby indemnifies and agrees to hold GRANTORS harmless from the payment of all such fees, taxes and assessments and agrees to assume the defense of and bear the cost of defending any action brought for the collection of such fees, taxes and assessments.

GRANTEE acknowledges that the GRANTORS acquired title to the Property pursuant to a tax foreclosure sale of the Property and that GRANTORS have not occupied the Property and have limited knowledge regarding the condition of the Property. As a material part of the consideration for the execution and delivery of this Quitclaim Deed, GRANTEE, on its behalf and on behalf of GRANTEE'S successors, heirs and assigns, is accepting the Property **"AS IS, WHERE IS, AND WITH ALL FAULTS" AND WITHOUT ANY WARRANTY BY GRANTORS, EITHER EXPRESS OR IMPLIED.**

BY ACCEPTANCE OF THIS QUITCLAIM DEED, GRANTEE ACKNOWLEDGES THAT GRANTORS HAVE NOT MADE AND DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE PHYSICAL CONDITION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY OR ANY IMPROVEMENTS THEREON, INCLUDING WITHOUT LIMITATION THE CONDITION, HABITABILITY, MARKETABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE PROPERTY. Grantee is acquiring the Property in its present state and condition as of the execution date of this Quitclaim Deed, with no rights of recourse against GRANTORS or GRANTORS' elected officials, officers, directors, agents, employees, attorneys and all persons acting on GRANTORS' behalf ("GRANTORS' AFFILIATES"). By acceptance of this Quitclaim Deed GRANTEE represents and warrants that: (i) GRANTEE has conducted a thorough inspection of the Property employing GRANTEE'S own experts for such purpose; (ii) GRANTEE'S decision to purchase the Property is based solely on GRANTEE'S own inspections, investigations and assessments of the Property; (iii) GRANTEE is not relying on any representation, warranty, statement or non-assertion of GRANTORS or GRANTORS' AFFILIATES in making GRANTEE'S decision to purchase the Property; (iv) the purchase price of the Property is based in part upon the fact that the conveyance to be made by GRANTORS to GRANTEE shall be without warranty or representation, express or implied. The GRANTORS and the GRANTEE agree that the limitations of GRANTEE'S recourse against GRANTORS as more fully set forth herein is an integral part of the basis of the bargain between the GRANTORS and the GRANTEE.

By acceptance of this Quitclaim Deed, GRANTEE and GRANTEE'S successors, heirs, and assigns expressly assume the responsibility for any environmental problems or conditions on, with, relating to or arising from the Property. By acceptance of this Quitclaim Deed, GRANTEE releases GRANTORS and GRANTORS' AFFILIATES from liability for environmental conditions, if any, affecting the Property including without limitation, liability (1) under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") (42 U.S.C. § 9601 et seq.), or regulations promulgated under CERCLA; the Resource Conservation and Recovery Act of 1976, as amended ("RCRA") (42 U.S.C. § 6901 et seq.) or regulations promulgated under RCRA; Chapter 361 of the Texas Health & Safety Code, as amended ("TSWDA"); (d) Chapter 26 of the Texas Water Code, as amended ("TWC"); the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); and (2) arising as the result of theories of strict liability or under existing laws, new laws or changes to existing laws enacted after the execution date of this Quitclaim Deed that would otherwise impose on grantors in this type of transaction liability for environmental conditions affecting the Property. This release applies even when the environmental conditions affecting the Property result from GRANTORS' own negligence or the negligence of GRANTORS' AFFILIATES.

Excluded and excepted from this Quitclaim Deed are any and all warranties, express or implied, regarding the Property, including, without limitation, any warranties arising at common law or implied as a result of §5.023 of the Texas Property Code, as now and hereafter amended, and any successor statute.

GRANTEE AND ITS SUCCESSORS, HEIRS, AND ASSIGNS RELEASE ANY RIGHTS AND CAUSES OF ACTION THAT THEY MAY HAVE, AT LAW OR IN EQUITY AGAINST GRANTORS OR GRANTORS' AFFILIATES IN CONNECTION WITH THIS TRANSACTION INCLUDING, WITHOUT LIMITATION, ANY CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, TAX FORECLOSURE PROCEEDING(S), AND THE SALE OF THE PROPERTY.

GRANTEE ACCEPTS THE PROPERTY SUBJECT TO ANY POST JUDGMENT TAXES, PENALTIES, AND INTERESTS AS STATED HEREIN. GRANTEE IS RESPONSIBLE AND LIABLE FOR POST JUDGMENT TAXES AS HEREIN STATED, INCLUDING THE PRO RATA PROPERTY TAXES FOR THE REMAINING PART OF THE THEN CURRENT CALENDAR YEAR, ASSESSED FROM THE DATE OF EXECUTION OF THIS QUITCLAIM DEED.

ONLY THE AD VALOREM PROPERTY TAX LIENS FOR THE TAX YEARS <<JDMNTYRS>> IN THE FORECLOSURE PROCEEDING BY THE JUDGMENT IN CAUSE NO., TX-<<CAUSE_NO>> AND THE NON-TAX MUNICIPAL LIENS OF RECORD ARE DISCHARGED AND EXTINGUISHED BY VIRTUE OF THIS CONVEYANCE. GRANTEE IS RESPONSIBLE AND LIABLE FOR THE POST JUDGMENT TAX LIENS AND NON-MUNICIPAL LIENS FOR THE YEARS <<POSTJDMNTYRS>>, WHICH ARE NOT DISCHARGED AND/OR EXTINGUISHED BY VIRTUE OF THIS CONVEYANCE TO GRANTEE.

TO HAVE AND TO HOLD, subject to the aforesaid, all of GRANTORS' right, title and interest, if any, in and to the above described Property, unto the said GRANTEE, GRANTEE'S heirs, successors and assigns forever, so that GRANTORS and GRANTORS' legal representatives, successors and assigns shall not have, claim or demand any right or title to the aforesaid Property or appurtenances or any part thereof, subject to the exceptions and reservations herein stated.

EXECUTED the _____ day of _____, 20_____.

**APPROVED AS TO FORM:
B. J. SMITH,
City Attorney**

**CITY OF MESQUITE
CLIFF KEHELEY,
City Manager**

By: _____
Deputy City Attorney

By: _____
City Manager

ATTEST:

By: _____
City Secretary

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 20____, by Cliff Keheley, City Manager of the City of Mesquite, a Texas home rule municipality, on behalf of said home rule municipality and as trustee on behalf of the taxing units receiving tax title under that one certain Sheriff's Deed, recorded in Instrument Number <<VOLUME>> <<PAGE>>, of the Official Real Property Records of the county in which the property is located, pursuant to Chapter 34 of the Texas Property Tax Code.

Notary Public, State of Texas

After recording return to:
City of Mesquite
City Secretary's Office
P. O. Box 850137
Mesquite, Texas 75185-0137