

\$5.00

# CITY OF SAN ANGELO REQUEST FOR BIDS

**Real Estate**

## **Sale of 2261 Hillside Drive**

RFB No. RE-04-17



City of San Angelo  
72 West College Avenue  
San Angelo, Texas 76903

**Submittal Deadline**  
**September 29, 2017/2:00 PM, Local Time**

## TABLE OF CONTENTS

*This Table of Contents is intended as an aid and not as a comprehensive listing of the bid package. Buyers are responsible for reading the entire bid package and complying with all specifications.*

Section	Page
<b>INVITATION TO BID.....</b>	<b>1</b>
GENERAL .....	1
DOCUMENT AVAILABILITY .....	1
DIGITAL FORMAT .....	1
REQUIRED RESPONSE .....	1
DEADLINE AND DELIVERY LOCATION.....	1
COPIES .....	1
DELIVERY ADDRESS .....	1
ADDENDA .....	1
REJECTION OF BIDS .....	1
POINTS OF CONTACT .....	2
<b>1. INSTRUCTIONS TO BUYERS .....</b>	<b>3</b>
1.1. PROPOSAL/BID INTERPRETATION.....	3
1.2. SPECIFICATIONS .....	3
1.3. SALE "As Is" .....	3
1.4. ACCESS TO PROPERTY .....	3
1.5. BID SECURITY/EARNEST MONEY .....	3
1.6. DEFAULT IN PURCHASE .....	3
1.7. COMMISSIONS .....	3
1.8. EXECUTION OF REAL ESTATE SALES CONTRACT .....	3
1.9. CORRECTIONS, ADDITIONS, OR DELETIONS .....	3
1.10. AUTHORIZED SIGNATURE .....	3
1.11. MODIFICATION OR WITHDRAWAL OF BIDS .....	3
1.12. CONTINGENCY .....	4
1.13. DELIVERY DATE .....	4
1.14. RESERVATIONS.....	4
1.15. ACCEPTANCE .....	4
<b>2. TERMS AND CONDITIONS .....</b>	<b>5</b>
2.1. TITLE .....	5
2.2. TITLE POLICY .....	5
2.3. UTILITIES .....	5
2.4. INVOICES AND PAYMENTS .....	5
2.5. GRATUITIES.....	5
2.6. WARRANTY-PRICE .....	5
2.7. NO WARRANTY BY CITY AGAINST INFRINGEMENTS .....	5
2.8. RIGHT OF INSPECTION.....	5
2.9. CANCELLATION.....	5
2.10. ASSIGNMENT-DELEGATION .....	5
2.11. WAIVER .....	5
2.12. MODIFICATIONS.....	5
2.13. APPLICABLE LAW.....	5
2.14. LEGAL VENUE .....	5
2.15. ADVERTISING .....	6
2.16. CONFLICT OF INTEREST.....	6
2.17. CERTIFICATE OF INTERESTED PARTIES (FORM 1295) .....	6
2.18. AWARD CRITERIA .....	6
<b>3. NO BID REPLY.....</b>	<b>7</b>
<b>4. PROPERTY INFORMATION .....</b>	<b>8</b>
<b>5. ATTACHMENTS.....</b>	<b>9</b>
<b>6. BID FORMS .....</b>	<b>10</b>



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

## INVITATION TO BID

### General

The City of San Angelo Real Estate Division is requesting bids for the sale of the SURFACE ESTATE ONLY IN AND TO for Lot 31, Block 1, Group 20, Lake Nasworthy Addition, to the City of San Angelo, Tom Green County, Texas, and being further described as 2261 Hillside Drive, San Angelo, Texas.

### Document Availability

Bid Documents are available in the Purchasing Division or may be downloaded from the City's website at [www.cosatx.us](http://www.cosatx.us). To locate the documents on the website go to:

- Bid Information > RFB: RE-04-17/ Sale of 2261 Hillside Drive

### Digital Format

If bid specifications are obtained in digital format in order to prepare a bid, the bid must be submitted in hard copy according to the instructions contained in this bid package. If, in its bid response, buyers make any changes whatsoever to the published bid specifications, the bid specification **as published** shall control. Furthermore, if an alteration of any kind to the bid specification is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

### Required Response

The City requires a response to any Request for Bid (RFB) notifications mailed to potential buyers. Should a company choose not to bid on the project, then in order to remain on the City of San Angelo's potential buyers list a "No Bid Reply" form must be submitted.

### Deadline and Delivery Location

Sealed RFB submittals must be received no later than **September 29, 2017, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Bids received after the bidding deadline, regardless of the mode of delivery, will be not be considered.

***It is the sole responsibility of the buyer to ensure that the sealed RFB submittal arrives in the Purchasing Office by the specified deadline, regardless of method chosen by the firm for delivery.***

***Faxed or electronically submitted bids will not be accepted.***

### Copies

Submit: One (1) unbound original (binder clips acceptable), two (2) bound copies (binders, staples or binder clips are acceptable), and one (1) copy in PDF format on USB Flash Drive of all required bid forms.

### Delivery Address

City of San Angelo  
Purchasing Division, RFB: RE-04-17  
72 W. College Ave., Suite 330  
San Angelo, Texas 76903

**Mark Sealed Bid Envelope: "RFB NO. RE-04-17/ Sale of 2261 Hillside Drive"**

### Addenda

Should specifications be revised prior to the deadline for submission of the bid, the City's Purchasing Division will issue addenda addressing the nature of the change and post them on the City's website. Vendors should **acknowledge any addenda and return the form with their bid package**. Vendor is responsible for checking the City's website to determine if any addenda have been issued prior to submitting a bid. Failure to consider all addenda will be at the vendor's risk.

### Rejection of Bids

The City of San Angelo reserves the right to reject all bids, to waive informalities or irregularities, and to reject non-conforming, non-responsive, or conditional bids.



## **CITY OF SAN ANGELO**

### **PURCHASING DIVISION**

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

#### **Points of Contact**

##### **Candice Blake, Specialist**

Purchasing Division

City of San Angelo

72 W. College Ave.

San Angelo, Texas 76903

sapurch@cosatx.us

(325) 657-4219

##### **Kathy Wilkinson, Specialist**

Real Estate Division

City of San Angelo

72 W. College Ave.

San Angelo, Texas 76903



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel:

## 1. INSTRUCTIONS TO BUYERS

### 1.1. Proposal/Bid Interpretation

Any explanation desired by a buyer regarding the meaning or interpretation of the invitation, drawings, specifications, etc. must be submitted to the Purchasing Division in writing no later than a week prior to the submission due date to allow sufficient time for response. The bid invitation number must appear on all correspondence, inquiries, etc. pertaining to the invitation. Oral explanations or instructions given before the award of the contract are not binding and do not form a part of or alter in any way, the written agreement.

### 1.2. Specifications

Buyers are expected to examine all specifications herein and are responsible for the inspection of the property and should satisfy themselves of exact location of the property. It is the buyer's responsibility for inspections, zoning, environmental assessments, engineering studies, mechanical inspections, pest control, etc. Such inspections will be at the expense of the buyer. The buyer will be responsible for being familiar with the property location and zoning. FAILURE to do so will be at the buyer's risk.

### 1.3. Sale "As Is"

The surface estate of the property, together with any improvements thereon, shall be sold "as is, where is, with all latent and patent defects and faults." There is no warranty of any kind by the City. All warranties other than of title are excluded, including that any property is fit for a particular purpose. In addition, the property is being sold subject to the conditions, exceptions, and reservations contained in the Invitation to Bid, Instructions to Buyers, and exhibits thereto, including Sample Earnest Money Contract, and subject to all recorded instruments. The sale of the property includes the surface estate only, and does not include the mineral estate or water rights.

City hereby gives notice pursuant to Act of May 24, 1999, 76th Leg., R.S., ch. 968, §1, 1999 Tex. Sess. Law Serv. 3716 (Vernon) [codified as Texas Local Government Code, §272.001(h)] that the exemption provided by Texas Water Code, Section 11.142(a) (Vernon Supp. 1999) does not apply to this conveyance.

### 1.4. Access to Property

The buyer will be responsible for access to the property to include construction of roadways.

### 1.5. Bid Security/Earnest Money

All bids shall include a bid security in the amount of **\$1,000.00**, which will be applied toward the purchase price. Only Money Orders and Certified Checks are accepted; and are to be made out to the **City of San Angelo**. The bid securities will be deposited within 24-hours of bid submission and a new check from the City will be issued to unsuccessful bidders within thirty (30) business days of the City Council award of bid. The successful buyer will be required to purchase the property by payment in full in cash or by cashier's check at time of closing.

### 1.6. Default in Purchase

If buyer is awarded the bid and fails to purchase the property, buyer agrees to forfeit the security amount in addition to any amount required by the sales contract to the City of San Angelo.

### 1.7. Commissions

Should a buyer solicit representation from a Real Estate Licensee (Agent), the buyer will be responsible for payment of commissions. In no event shall City be responsible for payment of any commissions.

### 1.8. Execution of Real Estate Sales Contract

Within ten (10) business days of awarding the bid by the City Council, buyer will execute a sales contract in substantially form which attached hereto. Failure to do so will result in forfeiture of the bid security.

### 1.9. Corrections, Additions, or Deletions

Corrections, additions, or deletions to any portion of the invitation will be in the form of a written amendment or addendum.

### 1.10. Authorized Signature

Bids must show buyer's name, address, and be manually signed. The person signing the bid must have authority to execute contract. Any erasures or other changes must be initialed by the person signing the offer.

### 1.11. Modification or Withdrawal of Bids



**CITY OF SAN ANGELO**  
**PURCHASING DEPARTMENT**  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

Bid pricing **CANNOT** be altered or amended after the closing time. Bids may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Division. A bid may also be withdrawn in person by a buyer or their authorized agent, provided their identity is made known and they sign a receipt for the bid. No bid may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Division.

**1.12. Contingency**

No contingency contracts will be accepted.

**1.13. Delivery Date**

Delivery of property shall occur as recognized in the sales contract and subject to approval by City Council.

**1.14. Reservations**

The City expressly reserves the right to accept, reject, or cancel all bids AND:

- A. Waive any defect, irregularity, or informality in any bid or bidding procedure;
- B. Extend the bid closing time and date;
- C. Reissue a bid invitation or RFB;
- D. Procure any item by other means; or,
- E. Increase or decrease the quantity specified, unless the vendor specifies otherwise.

**1.15. Acceptance**

Acceptance of buyer's offer will be notified by telephone and/or mail after final approval and acceptance of its offer by the City Council.



## **2. TERMS AND CONDITIONS**

### **2.1. Title**

Title shall not pass to buyer until the City Special Warranty Deed is fully executed and sales price is paid to the City in full.

### **2.2. Title Policy**

City will provide a Texas Owner's Title Policy at the City's expense.

### **2.3. Utilities**

The City makes no representation as to the availability of utilities or costs associated with utilities. It is the buyer's responsibility to determine availability and cost of utilities.

### **2.4. Invoices and Payments**

This sale is a cash sale, closed at a local title company. The City will not carry a note on this property.

### **2.5. Gratuities**

The City may, by written notice to the buyer, cancel this contract without liability to buyer if it is determined by City that gratuities were offered from an agent or representative of the buyer to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by buyer in providing such gratuities.

### **2.6. Warranty-Price**

The buyer warrants that no person or purchasing agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the buyer for the purpose of securing business. For breach or violation of the warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

### **2.7. No Warranty By City Against Infringements**

The City does not make any Warranties or Guaranties, expressed or otherwise, except as provided for in the sales contract.

### **2.8. Right of Inspection**

Buyer shall have the right to inspect the property before bidding on it.

### **2.9. Cancellation**

Any cancellation of sales contract shall be in accordance with the terms herein and the sales contract.

### **2.10. Assignment-Delegation**

No right or interest in the sales contract shall be assigned nor shall any delegation of any obligation made by buyer be valid without the written permission of the City. Any attempted assignment or delegation by buyer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

### **2.11. Waiver**

No claim or right arising out of a breach of sales contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

### **2.12. Modifications**

This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

### **2.13. Applicable Law**

This agreement shall be governed by all applicable laws.

### **2.14. Legal Venue**



Tom Green County, Texas.

### **2.15. Advertising**

Buyer shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

### **2.16. Conflict of Interest**

Buyer agrees to comply with the conflict of interest provisions of the City Of San Angelo Charter and Code of Ordinances. Buyer agrees to maintain current, updated disclosure of information on file with the City Clerk throughout the term of the sales contract.

Chapter 176 of the Texas Local Government Code requires a buyer who enters or seeks to enter into a contract for the sale or purchase of real property, goods, or services with a local governmental entity or local government officer thereof to file a conflict of interests' disclosure questionnaire with the governmental entity prescribed.

A Conflict of Interest Questionnaire Form (CIQ) – included in the bid forms - must be submitted no later than the seventh (7th) business day after the date the buyer begins discussion, negotiation, applies or responds to a request for bids, or correspondence in writing related to a potential contract with the local governmental entity.

### **2.17. Certificate of Interested Parties (Form 1295)**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

#### **Filing Process:**

On January 1, 2016, the ethics commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. **An authorized agent of the business entity must sign the printed copy of the form and have the form notarized.** The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Information regarding how to use the filing application and the application are both available at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Instructional videos are available under the heading Instructional Videos for Business Entities.

The Form 1295 must be received, signed and notarized, within thirty (30) days of Council award or the contract may be voided.

### **2.18. Award Criteria**

The property will be awarded to the buyer who submits the highest qualified bid. Final approval and acceptance rests with the City Council.





**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

**3. NO BID REPLY**

For RE-04-17 / Sale of 2261 Hillside Drive

If for any reason, you are not submitting a bid/proposal, please check one or more reasons below and return the form by mail or email to [sapurch@cosatx.us](mailto:sapurch@cosatx.us) in order to remain in our database for these types of products or services.

By providing us this information, we hope to improve future request packages that will elicit your participation.

===== # # # =====  
**PLEASE PRINT**

We wish to: ☐ **Remain On**  
☐ **Be Deleted From** the list of vendors for the City of San Angelo.

**A. We hereby submit a "No Bid" because:**

- ☐ 1. We are not interested in selling through the bid process.
- ☐ 2. We are unable to prepare the bid form in time to meet the due date.
- ☐ 3. We do not wish to bid under the terms and conditions of the Request for Bid/Proposal. OBJECTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ 4. We do not feel we can be competitive.
- ☐ 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- ☐ 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- ☐ 7. We do not sell the items or provide the services requested.
- ☐ 8. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Firm \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

*Thank you for your assistance!*



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

#### 4. PROPERTY INFORMATION

Property Address: 2261 Hillside Drive

Legal Description: Lake Nasworthy Addition, Group 20, Block 1, Lot 31.

Tax ID Number: 28-04800-0000-031-00

Lot Size: (irregular) 95.55' x 168.17'

Zoning: RS-1 (Single Family Residence). The RS-1 Zone District allows one single-family home per lot, subject to the provisions of Section 501 of the Zoning Ordinance, on minimum lots of 50'x100'. Accessory uses and structures are also permitted subject to Section 402 of the Zoning Ordinance.

#### Notes:

1. The subject property appears to be vacant. A building permit would be required for new construction.
2. The lot exceeds the minimum required lot area of 5,000 square feet. Only a single-family residence is a permitted use on the lot.
3. According to our GIS maps, a 4-inch sewer line run through the west portion of the property. This may limit placement of a future residence on the property. Please contact Engineering Services at 657-4201 for further information.

Water/Sewer Connections: **Water: yes, Sewer: yes**

Subdivision Plat: **Yes**

#### Lot Characteristics:

- Vacant;
- Conditional/Special Uses – No
- Variances – No
- Special Permits – No
- Historic Overlay – No
- Open Structure Overlay – Yes
- River Corridor – No
- Is a replat needed to build? **NO**





**CITY OF SAN ANGELO**  
**PURCHASING DEPARTMENT**  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

For more information on the properties:

- Zoning/Subdivision Requirements – City of San Angelo Planning Division, 657-4210, Ext. 2
- Permit Requirements – City of San Angelo Inspections & Permits Division, 657-4210, Ext. 1
- General Development Questions – City of San Angelo Development Coordinator, 657-4210
- Water Billing/Meters – City of San Angelo Water Billing Division, 657-4323
- Purchasing of Tax Lots – City of San Angelo Purchasing Division, 657-4219
- Ownership and Tax Information – Tom Green County Appraisal District, 658-5575
- Documents of Record, including Plats – Tom Green County Clerk, Real Estate, 659-6552

NOTE: All information provided herein is based upon initial analysis of the property and is intended as a guide only; the City of San Angelo is not responsible for any error in this information or for any information concerning the property which is not included herein. Before purchasing any property, it is strongly advised to contact, at a minimum, the City and County offices listed above for the most up-to-date information.

## **5. ATTACHMENTS**

- Property photos



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

## 6. BID FORMS

### Copies

Submit: One (1) unbound original (binder clips acceptable, two (2) bound copies (binders, staples or binder clips are acceptable), and one (1) copy in PDF format on USB Flash Drive of all required bid forms.

Please submit all bid forms in the following order:

- ☐ Bid Sheet
- ☐ Bid Security (\$1,000.00)
- ☐ Authorized Signature/Contact Information with W-9
- ☐ Addendum Acknowledgment Form
- ☐ Disclosure of Certain Relationships Form
- ☐ Sample Earnest Money Contract

\*At council award, one notarized, original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) will be required.

In submitting its bid, buyer certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the buyer influenced or attempted to influence the bidding process, the City may, in its discretion, reject the bid.

**Submit all forms beyond this point.**



**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

**Bid Sheet**

- A. Refer to "Instructions to Buyers" before completing Bid Sheet.
- B. The buyer is responsible for verifying if any addenda have been issued prior to submitting a bid and that the bid reflects any changes or modifications created by any addenda.

PROPERTY	MINIMUM BID	BID AMOUNT
2261 Hillside Drive	\$90,000.00	\$
<i>Required Bid Security:</i> \$1,000.00	Enter Money Order/Certified Check Number:	



**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

**Authorized Signature/Contact Information**

**Vendor Name:** \_\_\_\_\_

**Authorized Signer:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

Email: \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_

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

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

*(Cannot be a PO Box)*

City, State, Zip: \_\_\_\_\_

*Bids which are not signed and dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and may be rejected.*



**CITY OF SAN ANGELO**  
**PURCHASING DIVISION**  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

### **Addenda Acknowledgement**

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code



**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

## Disclosure of Certain Relationships

### **NOTICE TO BUYERS**

**Effective January 1, 2006**, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at [https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm).

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://cosatx.us>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7<sup>th</sup> business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Bid proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Purchasing Manager

---

---

### **LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO** **As defined by Chapter 176 of the Texas Local Government Code** **(Revised 07/18/17)**

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all buyers who submit bids/proposals), Local Government Officers are:

#### **City of San Angelo City Council:**

Mayor: Brenda Gunter, Mayor

Councilmembers: Tommy Hiebert, SMD 1  
Tom Thompson, SMD 2  
Harry Thomas, SMD 3  
Lucy Gonzales, SMD 4  
Lane Carter, SMD5 (Mayor Pro Tem)  
Billie DeWitt, SMD 6

City Manager: Daniel Valenzuela

#### **City of San Angelo Development Corporation officers are:**

Edward Carrasco, President  
Juan Flores, First Vice President  
Todd R. Kolls, Second Vice President  
Scott Tankersley, Director  
David Cummings, Director  
Richard Crisp, Director  
John Edward Bariou, Jr., Director

Executive Director: Roland Peña





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

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**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



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

### 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.



**Sample Earnest Money Contract**

**EARNEST MONEY CONTRACT**

THIS IS A CONTRACT whereby CITY OF SAN ANGELO, TEXAS, herein called "Seller" or "City", agrees to sell to \_\_\_\_\_, herein called "Buyer", who agrees to purchase, upon the terms and provisions hereof, the following described real property, in its present condition, situated in the City of San Angelo, Tom Green County, Texas, to-wit: generally known as 2261 Hillside Drive, Lake Nasworthy Addition, Group 20, Block 1, Lot 31 and more fully described in attached **Exhibit "A"**.

**Purchase Price:** The total purchase price is \$\_\_\_\_\_, the "Purchase Price", payable as follows:

\$\_\_\_\_\_. cash, of which Buyer agrees to forthwith deposit with FIRST TITLE COMPANY, 4S. Koenigheim, San Angelo, Texas 76903, ONE THOUSAND AND NO/100 DOLLARS (\$1,000.) as Earnest Money, to bind this sale, and the balance of the Purchase Price to be paid in cash at closing.

**Title Insurance:** At time of closing, Seller is to furnish Buyer an Owner's Policy of Title Insurance issued by a Title Company licensed to do business in Texas and tax certificates showing no delinquent taxes, (current taxes, insurance and rents, if any, to be prorated to date of closing), a Special Warranty Deed for surface estate only to be recorded at Buyer's expense, conveying good and marketable title subject only to the following exceptions and reservations:

- (1) Present restrictions, if any, existing against said property.
- (2) Existing Building and Zoning Ordinances.
- (3) Rights of Parties in Possession.
- (4) Any and all reservations, of oil, gas and minerals, exceptions, covenants, conditions and restrictions contained in the chain of title of said premises; including sales or reservations of oil, gas and minerals.
- (5) Any visible and apparent, or recorded easements and roadways for roads or utility lines over and across said premises.
- (6) Seller excepts from this conveyance all of the groundwater from said Property, expressly reserving unto Seller and Seller's successors and assigns forever all of the water rights associated with the Property, including the exclusive right of drilling, producing, saving, storing, transporting, selling, leasing and owning groundwater from the Property.
- (7) This conveyance is subject to easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments that affect the Property, other than liens against and conveyances of the surface estate; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2016 and subsequent years, the payment of which Grantee assumes.



## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

- (8) For Seller and Seller's successors and assigns forever, Seller reserves from this conveyance all of the oil, gas, and other minerals in, on, under, and that may be produced from the Property; provided however, Seller shall not extract any such oil, gas, or other minerals by open pit, strip mining, or other surface removal methods except as may be done from adjacent property.
- (9) For Seller and Seller's successors and assigns forever, Seller reserves from this conveyance a blanket easement in gross and right of way through entire Property for (1) existing utility lines and drainage facilities and for ingress and egress to repair and maintain said lines and facilities (2) the purpose of causing or permitting water from Lake Nasworthy to enter or stand upon said easement; and for ingress and egress for such purpose; and all incidental damages to property of Grantee arising from the use of this easement shall be borne by Grantee, Grantee's heirs, administrators, executors, successors, and assigns. The reservation of a blanket easement herein shall not prohibit the placement of structures on the easement; provided however, Grantee shall not place structures over utility lines, pipelines or drainage facilities, which are located and identified by Seller.
- (10) For Seller and Seller's successors and assigns forever, Seller reserves from this conveyance a 25 foot easement in gross and right of way upon said Property, measured horizontally from standard Lake elevation 1,872.2 feet (above mean sea level NAD 27) of Lake Nasworthy for the purpose of providing ingress and egress to the shoreline to preserve the water level, protect the public water supply, address public health and safety issues pertaining to Lake Nasworthy, and maintain the waters and shorelines of Lake Nasworthy if deemed necessary by Seller.
- (11) For Seller and Seller's successors and assigns forever, Seller excepts and reserves from this conveyance all rights in and to the waters of Lake Nasworthy.

**Closing:** If Owner's Policy of Title Insurance is to be furnished hereunder the same is to be delivered as and when the sale is closed, which shall be within forty five (45) days from date hereof unless attorneys for said Title Company discover objections to title necessary to issuance of a title policy insuring surface estate only, in which case sale is to be closed when objections are removed, provided the objections are removed within a reasonable time, which in no event shall extend beyond ninety (90) days from date hereof. It is agreed that by the delivery of Owner's Policy of Title Insurance (form prescribed by State Board of Insurance of the State of Texas) under the terms of this Contract, dated as of the date of closing and issued to Buyer in the amount of the total sales price, guaranteeing Buyer's title in surface estate only to be good and indefeasible subject only to the foregoing exceptions and reservations, and the following:

- (1) Restrictive covenants affecting the land described or referred to above;
- (2) Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements;
- (3) All taxes for the current and subsequent years;





**CITY OF SAN ANGELO**

PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

All duties of the Seller as to the sufficiency of title required hereunder shall be deemed to be fully performed by Seller, however, Seller shall not thereby be released from the warranties of Seller's Special Warranty Deed conveying surface estate only.

**Taxation:** IF FOR THE CURRENT AD VALOREM TAX YEAR THE TAXABLE VALUE OF THE LAND THAT IS THE SUBJECT OF THIS CONTRACT IS DETERMINED BY A SPECIAL APPRAISAL METHOD THAT ALLOWS FOR APPRAISAL OF THE LAND AT LESS THAN ITS MARKET VALUE, THE PERSON TO WHOM THE LAND IS TRANSFERRED MAY NOT BE ALLOWED TO QUALIFY THE LAND FOR THAT SPECIAL APPRAISAL IN A SUBSEQUENT TAX YEAR AND THE LAND MAY THEN BE APPRAISED AT ITS FULL MARKET VALUE. IN ADDITION, THE TRANSFER OF THE LAND OR A SUBSEQUENT CHANGE IN THE USE OF THE LAND MAY RESULT IN THE IMPOSITION OF AN ADDITIONAL TAX PLUS INTEREST AS A PENALTY FOR THE TRANSFER OR THE CHANGE IN THE USE OF THE LAND. THE TAXABLE VALUE OF THE LAND AND THE APPLICABLE METHOD OF APPRAISAL FOR THE CURRENT TAX YEAR IS PUBLIC INFORMATION AND MAY BE OBTAINED FROM THE TAX APPRAISAL DISTRICT ESTABLISHED FOR THE COUNTY IN WHICH THE LAND IS LOCATED.

It is understood and agreed that neither Seller nor Seller's successors or assigns will be liable to Buyer, Buyer's heirs or assigns, for any "roll back" taxes, penalty or interest imposed on said land under the provisions of Section 23.76 as amended, of the Tax Code of the State of Texas, as the result of any change hereafter in the use of said land; that the responsibility to satisfy any lien on the property thereby created will be that of the Buyer, Buyer's heirs and assigns.

**Incorporation of Terms and Conditions of RFB No. RE-04-17:** The "Terms and Conditions of part 2. of RFB No. RE-04-17, are incorporated herein by reference thereto as if fully set forth verbatim in this Earnest Money Contract.

**Disclaimer of Warranties and Notice of Water Level Fluctuations:** THIS CONTRACT IS AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES EXCEPT THOSE IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER IS NOT RELYING ON ANY INFORMATION REGARDING THE PROPERTY PROVIDED BY ANY PERSON, OTHER THAN BUYER'S OWN AND BUYER'S AGENT(S) INSPECTIONS AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. SUBJECT TO THE FOREGOING REPRESENTATIONS AND WARRANTIES, THE PROPERTY WILL BE CONVEYED TO PURCHASER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE



**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

SPECIAL WARRANTY OF TITLE IN THE SURFACE ESTATE IN THE CLOSING DOCUMENTS, ARE DISCLAIMED.

#### NOTICE OF WATER LEVEL FLUCTUATIONS

The water level of the impoundment of water adjoining the property at 2261 Hillside Drive, San Angelo, Texas, described as Lot 31, Block 1, Group 20, Lake Nasworthy Addition, City of San Angelo, Tom Green County, Texas, fluctuates for various reasons, including as a result of:

- a. an entity lawfully exercising its right to use the water stored in the impoundment; or
- b. drought or flood conditions

**Time is of Essence:** Time is of the essence of this Contract.

**Specific Performance:** Upon failure of Buyer to comply herewith, Seller may at Seller's option enforce specific performance, or retain the earnest money as liquidated damages. If title is found objectionable by Title Company and is not cleared within the time herein provided, or upon failure of Seller to comply herewith for any other reason, Buyer may demand back the earnest money, thereby releasing Seller from this Contract, or Buyer may either enforce specific performance hereof or seek such other relief as may be provided by law.

**Examination of Title:** In accordance with the terms of the Real Estate License Act of Texas, you, as Buyer, are advised that you should have the abstract covering the herein described real estate examined by an attorney of your selection, or be furnished with or obtain a policy of title insurance.

**Third Party Loan and Closing Costs:** If Buyer, under the terms hereof, is to secure a loan from a third party, all expenses and conditions of securing and closing such loan shall be Buyer's obligation. Buyer will pay: one half of the escrow fee charged by the Title Company; the cost to obtain, deliver, and record all documents except those to be paid by Seller specifically provided for herein; and the costs of any endorsements or modifications of the title policy requested by Buyer. Seller will pay: the basic charge for the Title Policy; one half of the escrow fee charged by Title company; the costs to prepare the deed; and the costs to cure title objections discovered by Title Company required to insure title in surface estate only; and the costs to obtain certificates or reports of ad valorem taxes.

**Assignment:** This Earnest Money Contract is not assignable except upon written assignment executed by the parties hereto, pursuant to which Seller consents to the assignment.

**Escrow Agent.** It is understood and agreed that Escrow Agent is not a party to this agreement, that Escrow Agent can rely upon any communications received by either party to this contract and that Escrow Agent shall have no liability hereunder for any action taken except for Escrow Agent's gross negligence or willful misconduct.

#### SPECIAL PROVISIONS:

---

---

---



**CITY OF SAN ANGELO**  
PURCHASING DIVISION  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

**BUYER:**

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
DATE: \_\_\_\_\_, 2017

**SELLER:**  
CITY OF SAN ANGELO, TEXAS

**ATTEST:**

\_\_\_\_\_  
Bryan Kendrick, City Clerk

By: \_\_\_\_\_  
Daniel Valenzuela, City Manager

Title Company acknowledges receipt of Earnest Money in the amount of \$1,000.00 and a copy of this Contract executed by both Buyer and Seller.

**FIRST TITLE COMPANY, SAN ANGELO**

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
DATE: \_\_\_\_\_, 2017

Approved as to Form:

Approved as to Content:

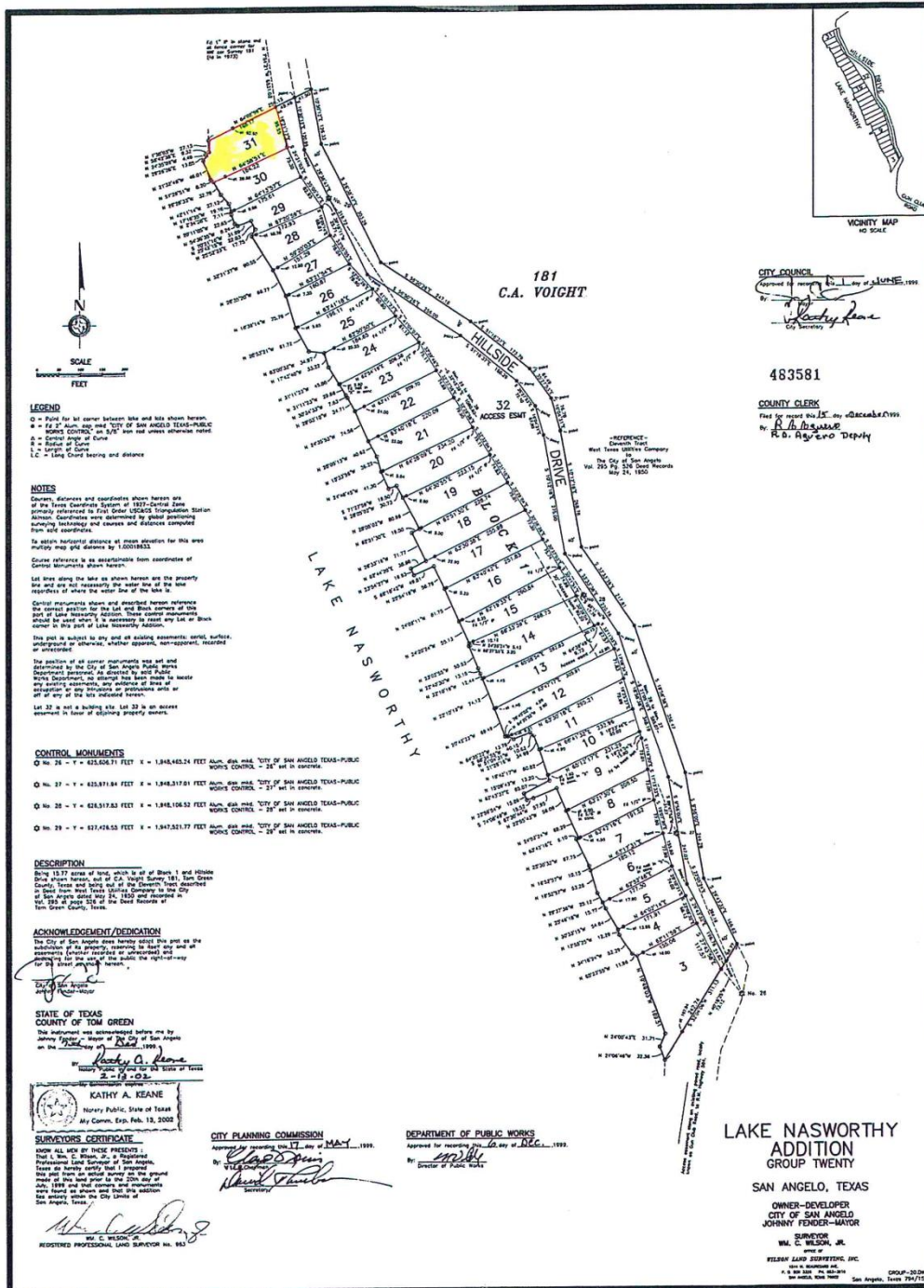
\_\_\_\_\_  
Dan T. Saluri, Deputy City Attorney

\_\_\_\_\_  
Cynthia Preas, Real Estate Manager



**CITY OF SAN ANGELO**  
**PURCHASING DIVISION**  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

EXHIBIT "A"  
1 of 2 Pages







## CITY OF SAN ANGELO

### PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903

Tel: (325) 657-4219

EXHIBIT "A"

2 of 2 Pages

10

137

THE

483581

STATE OF TEXAS  
COUNTY OF TOM GREEN

I hereby certify that this instrument was FILED  
on the date and at the time stamped hereon by me  
and was duly recorded in plat cabinet E  
slide # 156 of the records of Tom Green  
County, Texas on December 15, 1999.



*Judith Hawkins*  
JUDITH HAWKINS COUNTY CLERK  
TOM GREEN COUNTY, TEXAS