

CITY OF GRANDVIEW, TEXAS

BID SPECIFICATIONS

FOR

**+/- 1.535 AC. Of LOT 32R1, BLOCK 6, EAST CRINER STREET
GRANDVIEW, TEXAS 76050**

SECTION 1. PURPOSE

The 4A Economic Development Corporation of the City of Grandview, Texas, is accepting sealed bids for the purchase of the Property hereinafter described. These bid specifications set forth certain instructions, terms, and conditions that apply to the sale of the Property. A bidder submitting a bid on the Property will certify by signing the bid proposal form that the bidder has read the provisions contained in this document and that the bidder agrees that the provisions will be strictly enforced in all respects.

SECTION 2. DESCRIPTION OF PROPERTY

The "Property" consists of the following parcel of real property and the improvements thereon:

Real property located on East Criner Street, Grandview, Texas 76050 and being all of +/- 1.535 Acres of Lot 32R1, Block 6 of the Davis Addition to the City of Grandview, Johnson County, Texas 76050.

*Note there is no physical street address assigned.

SECTION 3. INSTRUCTIONS TO BIDDERS

3.01 Pre-Bid Visit. All bidders wishing to visit the property may do so, but must notify the City, in advance, by calling the City Administrator, David Henley, at (817) 866-2699. Please address any questions concerning this sale to the City Administrator, David Henley.

3.02 Preparation of Bids:

- A. General. **Bids are due Friday, April 28, 2017 by 10:30 a.m.** Bids must be signed and submitted in a sealed envelope and clearly marked as follows: **"BID FOR REAL ESTATE – EAST CRINER STREET"**. All bids must be submitted on the Bid Proposal Form, attached as Exhibit A.
- B. Amount of Bid. The bid must be expressed in dollars and cents. **The minimum bid for the Property is \$140,000.00.** This sale is a cash sale. There will be no financing offered by the City.

3.03 Receipt and Opening of Bids. Sealed bids are to be **submitted and received** in the office of the City Secretary at 304 E. Criner, on or before **Friday, April 28, 2017**, 10:30 a.m. local time, in accordance with the instructions contained in the City's Notice of Sale of Real Property. These bids will be opened as soon thereafter as may be practical, at the discretion of the City Administrator.

3.04 Best Value. The 4A Board may consider the bid that is determined to provide the best value to the City and will evaluate the following factors in making that determination. City Council has the final authority to accept/reject the 4A Board's recommendation for any prospective bid and to authorize any formal sale of the Property:

- A. Price. All bids must at a minimum be \$140,000 to be accepted.
- B. Proposed Use of Property. The 4A Board will evaluate which bid and proposed use provides an option that would best help facilitate the growth and economic development of the City.
- C. Need for Goods or Services in City. If the proposed use is a business, the City may evaluate the relative need for the type of goods or services to be provided by the business to the citizens of the City.
- D. Expansion of Existing Business. The City may also consider whether the property will be used to expand an existing business located in the city.
- E. Incentives. There are no financial or economic development incentives tied to this transaction.
- F. Successful bidder must agree to submit zoning requests and building plans for the stated use within 90 days of the conveyance and must complete construction within 12 months thereafter.

3.05 Bid Award. In order for a bid to be awarded, City Council must officially award the bid and adopt an ordinance authorizing the City Administrator to execute the conveyance documents. After award of a bid, the bidder submitting the awarded bid will be referred to hereafter as the "Buyer."

THE CITY, IN ITS SOLE DISCRETION, MAY ELECT NOT TO ACCEPT ANY BID, AND MAY REJECT ALL BIDS.

3.06 Closing Arrangements:

- A. Execution of Documents. After the City has awarded the bid, the City shall notify the Buyer in writing of the location and the time that the closing of the transaction will occur (the Closing Date). The transaction will settle on the Closing Date, at which time the Buyer will pay the full balance due under the terms and conditions set forth herein. The City will execute a Special Warranty Deed and deliver to

Buyer upon receipt of payment.

- B. Payment of Consideration by the Buyer: The Buyer will be required at the time of closing to pay the full amount of the bid. Payment of any cash consideration must be made in the form of a cashier's check, certified check, or money order payable to the City of Grandview, Texas.
- C. Settlement and Other Expenses. The City will not be responsible for any expenses associated with closing.

SECTION 4. TERMS AND CONDITIONS OF SALE OF PROPERTY

4.01 Amendment. The City reserves the right to waive, delete, or amend any of the requirements connected with this bid.

4.02 Rejection of Bids. City Council reserves the right to reject any or all bids at any time prior to the passage of the ordinance authorizing the City Administrator to execute a deed conveying the Property to the Buyer. A submitted bid will be automatically rejected if it is not in compliance with these Bid Specifications or if it is under the bid minimum bid price.

4.03 Non-Payment of Brokerage Fees. The City will not pay a brokerage or real estate agent's fee on the sale of the Property.

4.04 City's Rights Upon Failure of Buyer to Close the Transaction. The City shall have the right, at its option, to pursue any and all other remedies available to it at law or in equity, including, but not limited to, the right to demand specific performance on the part of the Buyer. If the City is successful in enforcing the right to specific performance, it is understood and agreed that, upon the City's demand, the Buyer shall pay to the City reasonable attorney's fees incident thereto.

4.05 Bidder's Duty to Inquire As to Quality of Title and Survey. Each bidder shall be solely responsible to inquire as to the quality of the title of the Property.

4.06 Ad Valorem Taxes. Should there be any tax payments due, it is specifically understood and agreed that the Buyer will be purchasing the Property subject to such tax liabilities and will be responsible for payment thereof. By acceptance of a deed from the City, the Buyer is put on notice that the land conveyed to him could thereafter be subject to assessment for all taxes.

4.07 Conveyance Instruments. The deed conveying the Property will be based on the description of the land prepared by the City or on such other legal description as may be approved by the City Attorney. The deed shall be executed and acknowledged on behalf of the City by the City Administrator and attested by the City Secretary. The name of the grantee in the deed shall be the same as the name on the bid of the person, corporation, or entity submitting the bid. The deed shall be in the form commonly referred to as a "Special Warranty Deed" under which the City will warrant title ". . . by, through, or under itself, but not otherwise . . .," and the conveyance shall be subject to all easements, public utilities, restrictions, covenants and conditions of record, and any other special restrictions affecting the Property, known or unknown.

4.08 Inspection. Each bidder represents that it (or its agents or consultants) will have inspected, by the close of the bid period, the Property, together with any buildings included in the sale, will be familiar with its condition, inclusive of substances in the soil or groundwater that may or may not be present, and, if named as Buyer, will accept same **AS IS, WITH ALL FAULTS, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS** on the part of the City as to what that condition may be. Further, Buyer is to assume all responsibility or liability for any environmental condition affecting the Property, or any clean-up or remediation that may be required by law.

4.09 Waiver of Claims. By submitting a bid, each bidder agrees to waive and does hereby waive any claim the bidder has or may have against the City of Grandview, Texas, and the City's respective employees and representatives for the award of damages or attorney fees, arising out of or in connection with the administration, evaluation, or recommendation of any bid, waiver, deletion or amendment of any requirements under these Bid Specifications, acceptance or rejection of any bids, and award of the bid. By submitting a bid, the bidder specifically waives any right to recover or be paid attorney fees from the City of Grandview, Texas, or any of the City's employees and representatives under any of the provisions of the Texas Uniform Declaratory Judgments Act (Texas Civil Practice and Remedies Code, Section 37.001, et. seq., as amended). The bidder acknowledges and agrees that this is the intentional relinquishment of a presently existing known right and that there is no disparity of bargaining power between the bidder and the City of Grandview, Texas.

4.10 Acknowledgment. By execution and submission of this bid, the bidder hereby represents and warrants to the City of Grandview that the bidder has read and understands these Bid Specifications and that the bid is made in accordance with the terms stated herein. Bidder acknowledges that it understands all terms herein, which include the waiver provisions, and that it had the right to consult with counsel regarding all applicable documents.

4.12 Agreement. **UPON AWARD OF BID AND CONVEYANCE OF THE PROPERTY TO BUYER, THE TERMS AND CONDITIONS OF THESE BID SPECIFICATIONS WILL BECOME A BINDING AGREEMENT BETWEEN THE CITY AND BUYER.**

Exhibit A
Bid Proposal Form

BID PROPOSAL EXHIBIT A

The undersigned, _____, in compliance with your Notice of Sale of Real Property and Bid Specifications, hereby submits the following bid for the property being +/- 1.535 acres of Lot 32R1, Block 6 of the Davis Addition. The City of Grandview, Johnson County, Texas 76050, located on EAST CRINER STREET..

Bid Price: \$ _____

Proposed Use of Property:

Will the bidder agree to use and develop the property as described in the bid specifications?
____ Yes ____ No.

I hereby certify I have read the City of Grandview’s BID SPECIFICATIONS for the Property located at EAST CRINER STREET, GRANDVIEW, TEXAS 76050 and I understand the provisions contained in that document will be strictly enforced.

(Bidder Name)

(Address)

(Bidder Signature)

(Telephone)

(If bidding for entity, state your title)

(Email)

(Date)

ENCLOSE IN A SEALED ENVELOPE MARKED “BID FOR REAL ESTATE – EAST CRINER STREET”. MAIL OR DELIVER TO: 304 EAST CRINER P. O. BOX 425, GRANDVIEW, TEXAS 76050.