



City of Denison

Request for Sealed Offers (RFO)

for

Sale of Real Property

3.21 acres – Property ID's - 438292 & 438291

Issue Date: February 22, 2023

Offer Due Date and Time: March 10, 2023 – 2:00 PM

Offer Opening Date and Time: March 10, 2023 – 2:01 PM

RFO Opening Location:

Council Chambers, City Hall, 300 W. Main Street, Denison, Texas

For information contact:

Christine Wallentine, City of Denison

Phone: (903) 465-2720, Ext. 2437

Email: cwallentine@cityofdenison.com

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REQUEST FOR OFFERS: 3.21 acres – Property ID's - 438292 & 438291

DENISON, TEXAS

I. REGISTER INTEREST

If you would like to register your interest for the sale of this property so that you will receive any future notices or addenda concerning the sale of the property, please fill in the information requested below and email to:

Company / Individual: _____

Contact Person Name: _____

Email address(es): _____

Telephone: _____

Mailing address: _____

It is your responsibility to complete and return this form to the City of Denison. Failure to do so will result in your not receiving notices and addenda related to this sale from the city.

Notices and addenda are posted on the City's website and can be accessed at:

<https://www.cityofdenison.com/rfps>

II. SOLICITATION SCHEDULE

The proposed schedule of events is tentative and may be modified throughout the selection process at the discretion of the City of Denison (“City”).

| | |
|--|------------------------------------|
| Release of RFO | February 22, 2023 |
| Publication in the Herald Democrat newspaper | February 22 and March 1, 2023 |
| Bids due at 2:00 pm | March 10, 2023 |
| Bids open at 2:01 pm | March 10, 2023 |
| Denison City Council considers and accepts Offer | March 20, 2023 |
| Projected closing date | 60 Days from City Council Approval |

Tentatively, the final selection decision will be made, and submitters will be notified of the Denison City Council’s decision by March 31, 2023. This schedule is subject to change by the City.

III. CONTACT INFORMATION

The contact person for this solicitation process is: Christine Wallentine

Email: cwallentine@cityofdenison.com
Mail: City of Denison
Attn: Christine Wallentine, City Clerk/Assistant to the City Manager
300 W. Main Street
Denison, TX 75020

Questions concerning the Solicitation must be submitted to the contact person in writing on or before the RFO due date shown in the schedule above.

Contact with someone other than the contact person listed above, or his designated representative, concerning this Solicitation may be grounds for removal from consideration.

Interpretation, modification, corrections, or changes to the Solicitation documents will be made by addenda issued by the City. Addenda will be made available at <https://www.cityofdenison.com/rfps>. Interested Offerors are encouraged to return the Register Interest Form included herein.

IV. PUBLICATION INFORMATION

CITY OF DENISON NOTICE TO OFFERORS

3.21 acres – Property ID's - 438292 & 438291

The City is accepting Sealed Offers for the sale of approximately 3.21 acres generally located south of the intersection of FM 120 and West Morton Street, and more particularly described as Property ID 438292, G-0336 Davis M CA-G0336, Acres 2.33 and Property ID 438291, G-0336 DAVIS M CA-G0336, Acres .88 (the "Property").

Sealed offers must be received by the City Clerk on or before **2:00 p.m. on Friday, March 10, 2023**. Interested parties may submit their Offers via delivery services (USPS, UPS, FedEx, etc.) or Personal Delivery to:

City of Denison
Attn: Christine Wallentine, City Clerk
300 W. Main Street
Denison, TX 75020

All sealed offers must be clearly marked: "Request for Offers – Sale of Real Property 3.21 acres – Property ID's - 438292 & 438291."

It is the responsibility of the Offeror to account for any mail or delivery delays. Any offers received after the deadline set forth above will be rejected. Offerors accept all risk of late delivery regardless of instance or fault. Any offer received after the submission deadline will not be considered and remain unopened. Offerors accept all risks of delivery.

The Offerors name and the name of the organization must be written on the sealed offer.

No offers will be accepted after this date and time.

Sealed offers will be publicly opened and announced immediately following the closing of the Request for Offers.

A comprehensive bid packet is available for download at: <https://www.cityofdenison.com/rfps>

Sealed offers are to be submitted in accordance with the attached specifications and the "General Conditions for Offering" attached hereto. Each Offeror is required to complete every blank; failure to do so may be used as a basis for rejection of an offer. The City reserves the right to reject any or all offers, to waive formalities, or to proceed otherwise when it is in the best interests of the City.

To be published in the Herald Democrat on the following dates:

Wednesday, February 22, 2023
Wednesday, March 1, 2023

V. DEFINITIONS

The following definitions apply to this document and the transaction between the City and the Successful Offeror unless otherwise designated in the context. Terms, which are singular, may include multiple or plural, where applicable and when in the best interest of the City:

“Offer,” “Submission,” or “Submittal” refers to a response submitted to the RFO.

“City” means and refers to the City of Denison, Texas.

“Company” or “Firm” means and refers to any Offeror that is a sole proprietor, corporation, company, partnership, or any other entity legally defined or recognized under the laws of the State of Texas.

“Day” means a calendar day unless otherwise specifically defined.

“Offeror” means a company or individual that submits a response to the RFO.

“Pre-Approval Letter” means a letter from a financial institution stating that the bidder has sufficient financial resources for the purchase of the property and complete development plans.

“RFO” means and refers to the Request for Sealed Offers that will be awarded based on the highest and best value to the City.

“Successful Offeror” means the company or individual whom the City, on the basis of the City’s evaluation, is ultimately awarded the Property.

“Solicitation” means the RFO issued by the City as described in this document.

VI. GENERAL OFFERING CONDITIONS

CONDITIONS: These conditions apply to all Offers and become part of the terms and conditions of any Offer submitted and any agreement entered into subsequent thereto unless exception is taken in writing by the Offeror when submitting the Offer.

FORM: Offerors must submit original and three (3) copies of the sealed bid to the City prior to the response due date and time, including an electronic copy of the submittal on USB flash drive.

QUANTITIES: The City will provide a survey document, attached hereto, which will detail the exact quantity of land that will be subject to sale.

OFFEROR SHALL PROVIDE: With this Offer response, the Offeror shall provide all documentation required. Failure to provide this information may result in Offer rejection.

ALTERING/WITHDRAWAL OF OFFER: Offers cannot be altered or amended after submission deadline. Prior to the deadline, the signer of the Offer, guaranteeing authenticity, must initial any alterations or changes made before bid opening. No bid may be withdrawn after opening time without first submitting a written reason to the City Manager and obtaining permission.

PRESENTATION OF OFFERS: No oral, telegraphic, telephone, emailed, or facsimile offers will be accepted. All Offers must be submitted in a sealed envelope.

CORRESPONDENCE: The title of the Offer must appear on ALL correspondence, inquiries, Offer submittal documents, etc. pertaining to this RFO.

ADDENDA: Any interpretations, corrections, or changes to this Request For Offers and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City. An attempt to mail or email any addenda to those who have completed the Register Interest form will be made. Offerors shall acknowledge receipt of all addenda in the designated area on the Offer document. It is the responsibility of the Offeror to ensure receipt of all addenda and to include the changes in the Offer document.

LATE OFFERS: Offers received by the City after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail or other forms of acceptable delivery.

OFFER OPENINGS: All Offers submitted will be opened and read at the posted time and place in this RFO. However, the reading of an Offer at the opening should not be construed as a comment on the responsiveness of such Offer or as any indication that the City intends to accept such bid.

The City will make a determination as to the responsiveness of Offers submitted based upon compliance with all applicable laws, project documents, including but not limited to the project specifications and contract documents. The City will notify the Successful Offeror upon

acceptance of the Offer. All Offers received will be available for inspection at that time, unless otherwise provided by law.

INTERVIEWS: The City reserves the right, as part of its due diligence review process, to schedule interviews or presentations from any or none of the Offerors.

PROTESTS: The City reserves the right to sell, convey, and transfer this property to whomever it chooses based upon the best overall value to be delivered to the City. There will be no protest other than those remedies as allowed by State and Federal law.

OFFER AWARD: Unless stipulated in the attached Offer specifications, the City will accept the Offeror who provides the best value for the City. This will include the totality of the Offer and required supplemental items as described in this packet.

MINIMUM OFFER: Pursuant to State law, a public entity cannot sell, convey, or transfer real property for less than fair market value. The City has received an updated fair market appraisal of the property, which will constitute a minimum Offer amount.

MINIMUM STANDARDS FOR RESPONSIBLE OFFERORS: An Offeror must affirmatively demonstrate their responsibility and capability to fully execute their proposed development plan. Any Offeror must meet the following requirements:

- Have adequate financial resources or the ability to obtain such resources as required;
- Be able to comply with their proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible, as determined by the City, to receive an Offer acceptance.

The City will require representation and other information sufficient to determine the Offeror's ability to meet these minimum standards.

ASSIGNMENT: If the Successful Offeror wishes to sell, assign, or convey the purchase contract, the City will evaluate the proposed buyer with the same standards as the initial Successful Offeror. Prior to closing, the Successful Offeror shall not sell, assign, transfer, or convey the purchase contract in whole or in part, without prior written consent of the City.

OFFER SECURITY: Each submitted Offer shall include a \$25,000 earnest money cashier's check made payable to the City of Denison. Any Offer submitted without an earnest money check shall be considered non-responsive and not considered for acceptance. Upon final acceptance of the Offer by the City, the earnest money check will be delivered to the title company and placed in an escrow account. The earnest money amount will be accurately reflected in the closing documents. Upon final acceptance of the Offer by the Denison City Council, any other earnest money checks from the unsuccessful Offerors will be promptly returned. This return can either be in the form of hand delivery, pick up, or regular mail.

TITLE COMPANY: The City will select a local title company to complete the sale and transfer of the Property.

DISCLOSURE OF CERTAIN RELATIONSHIPS: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity shall disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Clerk of the City of Denison not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Texas Local Government Code.

If the Offeror does not have a direct business relationship with any City elected or appointed officials, then they must complete the enclosed AFFIDAVIT OF NO PROHIBITED INTEREST and include it in their submittal.

If the Offeror does have a direct business relationship with any City elected or appointed officials, then they must complete the enclosed CONFLICT OF INTEREST QUESTIONNAIRE and include it in their submittal.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Texas 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.

The Texas Ethics Commission has adopted rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

FILING PROCESS: Within ten (10) days of being notified of award of a contract by the Denison City Council, the Successful Offeror (business entity) must use the Texas Ethics Commission web application, <https://www.ethics.state.tx.us/File/> 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. 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 provided to the City Clerk within ten (10) days of being notified of the award of contract.

The City is required to notify the Texas Ethics Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the

30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from the governmental entity.

USE OF PROPERTY: A description of the proposed use and development of the property will be required of the Offeror. A detailed listing of the requirements will be included in Section 9 of this bid packet.

Development of the property will be restricted in the following manner:

- The property will only be sold for retail and/or restaurant use.
- Requirement for masonry, stone, and/or similar building materials

A deed restriction will be created based upon the development proposal made by the Successful Offeror. This deed restriction will be drafted prior to closing and be executed at closing.

SUCCESSFUL OFFEROR SHALL: Defend, indemnify and save harmless the City, all its officers, agents, employees, and all entities who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Successful Offeror, or any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, performance under, any contract which may result from Offer acceptance.

TERMINATION FOR DEFAULT: The City reserves the right to enforce the execution of a property purchase contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this Offer.

REMEDIES: The Successful Offeror and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

VENUE: The purchase contract will be governed and construed according to the laws of the State of Texas. The purchase contract is performable in Grayson County, Texas.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning only the best commercial practices are to prevail and any silence of specification is to be interpreted an omission error, the remedy of which is an addenda.

NO PROHIBITED INTEREST: The Offeror acknowledges and represents they are aware of the laws of the State of Texas and City Ordinances regarding conflicts of interest.

CONTRACT FORM: The Successful Offeror must submit a completed and signed UNIMPROVED PROPERTY CONTRACT from the Texas Real Estate Commission as part of their Offer proposal. The sale and purchase of the Property will be governed by the terms and conditions of the real estate contract. (APPENDIX D)

DEVELOPMENT REGULATIONS: The Offeror will be required to affirm that they have read and understand the City's regulations on development. Information on City's Codes and Development Regulations can be found at:

<https://www.cityofdenison.com/community-development>
<https://www.cityofdenison.com/building>
<https://www.cityofdenison.com/building/page/adopted-codes-ordinances>

It is the responsibility of the Offeror to communicate with City Staff to receive all applicable City development ordinances, applications and permits.

CLOSING COSTS: The Successful Offeror shall pay all closing costs. The City will not make any concessions or rebates towards closing costs.

APPLICABLE LAW: The Offeror and/or Successful Offeror shall comply with all Federal, State, and City laws, statutes, ordinances, regulations, and policies, as they exist, may be amended or in the future arising, applicable to the Offeror. Offeror and/or Successful Offeror shall ensure that its officers, employees, agents, contractors, and other parties performing services for or on behalf of said Offeror shall comply with all applicable laws, statutes, ordinances, regulations, and policies.

MINIMUM OFFER: Per State Law, any public entity seeking to sell, transfer, or convey real property must do so at fair market value. Offeror acknowledges that the minimum Offer price is **\$455,000.00**.

TITLE INSURANCE: The City will provide Title Insurance on the Property.

SURVEY AND LEGAL DESCRIPTION: The City will provide a survey and legal description of the Property.

UTILITIES: The City has made every effort to identify existing utilities on or at the Property. The City makes no guarantee as to the availability of utilities to the Property and the Property will be conveyed "as-is".

Specifically, no warranty, written, expressed or implied, is made regarding the Property as to the suitability of use for building/construction of any structure(s), suitability for habitation, compliance with applicable laws and/or regulations, or clear title. It is the sole responsibility of any Offeror to examine the Property, research building codes, encumbrances, physical location, and all other aspects of the Property prior to submitting an Offer on the Property.

Offerors should confirm the location of the Property on the ground prior to submitting any Offer. Maps and plats of the Property are located in Section VII of this RFO.

No oral guarantee or assurance concerning the Property has been made, and furthermore, no City employee is authorized to make any guarantee or assurance. Offerors are cautioned to investigate this Property thoroughly before submitting an Offer.

RESERVATIONS: The City reserves the right to reject any and all Offers. This issuance of Solicitation does not obligate the City to contract for expressed or implied services. The City will not reimburse Offerors for any costs incurred during the preparation or submittal of responses to this Solicitation. Furthermore, the City reserves the right to:

- Waive any defect, irregularity or informality in any submitted Offer or procedure.
- Extend the Solicitation closing time and date.
- Reissue this Solicitation in a different form or context.
- Waive minor deviations from specifications, conditions, terms, or provisions of the Solicitation, if it is determined that waiver of the minor deviations improves or enhances the City's interests under this Solicitation.

VII. SUBMISSION INSTRUCTIONS AND AWARD PROCEDURES

Requirements

All Offers must include the official Offer form enclosed in this packet. Any required supplemental material must be included as an Attachment or Enclosure and clearly marked as such.

All Offer packets must be secured in a sealed envelope. The Offeror must provide the requested information in the sealed envelope and must comply with all Offeror instructions. Offers submitted which are not in compliance with the Offeror instructions are subject to being disqualified at the sole discretion of the City. Offer forms and instructions may be obtained from the City's office or website.

Offerors are responsible for examining and being familiar with all specifications, maps, standard provisions, instructions, and terms and conditions of the Solicitation and their responses.

The Offeror must attach all required forms with each submission copy. Forms must be signed by a representative of the Offeror authorized to bind the Offeror contractually.

Offers must be received at City Hall no later than 2:00 p.m. on Friday, March 10, 2023.

Interested parties may submit their Offers via delivery services (USPS, UPS, FedEx, etc.) or Personal Delivery to:

City of Denison
Attn: Christine Wallentine, City Clerk
300 W. Main Street
Denison, TX 75020

It is the responsibility of the Offeror to account for any mail or delivery delays. Any offers received after the deadline set forth above will be rejected. Offerors accept all risk of late delivery regardless of instance or fault. Any offer received after the submission deadline will not be considered and remain unopened. Offerors accept all risks of delivery.

The City WILL NOT accept a response submitted by facsimile transmission (fax) or by electronic mail (e-mail).

All submissions and accompanying documentation will become the property of the City and will be subject to Open Records pursuant to the Texas Public Information Act.

All Offer submittals will be clearly marked: Offer Packet – 3.21 acres – Property ID's – 438292 & 438291

Modifications to or Withdrawal of Submission

Offers cannot be altered or amended after the submission deadline passes. Submitted Offers may be modified prior to the deadline by providing a written request to the City Manager. To modify an Offer prior to the submission deadline:

1. Submit a written notice of the modification along with an explanation for the request. The modification should provide the addition, subtraction, or other modifications so that the final prices and terms will not be revealed to the City until the sealed Offer is opened.
2. The written modification must be on the Offeror's letterhead and include the signature of an identified individual who is authorized to extend an Offer. Only PDF documents will be considered for these purposes.
3. The written modification may be submitted by electronic transmission (e-mail) or personal delivery to the City Manager. The written modification must be received by the City by the final submission deadline.
4. If the modification is submitted through an electronic transmission (e-mail), the City must receive an original of the modification document signed by the Offeror and submitted to a delivery company (USPS, UPS, FedEx, etc.) prior to the RFO closing time. If the original of the modification was not submitted to a delivery company prior to the closing time or is not received within three (3) days after the RFO closing time, consideration will not be given to the modifications provided in the electronic transmission.

A submission may also be withdrawn by providing the notice in person by a representative of the Offeror who can provide proof of their authority to act for the Offeror. The representative will be required to execute a receipt reflecting the submission is being withdrawn. If a submission is withdrawn before the deadline stated herein, the Offeror may submit a new sealed Offer, provided the new Offer is received prior to the deadline. This provision does not change the common law right of an Offeror to withdraw a submission due to a material mistake in the submission.

Interview/Presentations

For the City to fully understand an Offeror's proposal, the City reserves the right to schedule interviews/presentations from any Offeror it deems necessary. These interviews/presentations will be scheduled at the convenience of the City; Open Meetings Act posting requirements (72-hour meeting notice posting for a potential quorum) could apply. These meetings will be held in executive session pursuant to State Law. Failure of an Offer to attend the interview/presentation could result in automatic disqualification.

Method of Award

For this Solicitation, the City will award the Offer to the highest responsible Offeror. The Property will not be sold to anyone or any entity having a delinquent tax account from any Federal, state, or local taxing unit. Selection criteria shall include:

Offeror's Experience and Past Performance on Projects of Similar Size and Scope – 25%

- Experience and expertise with projects of similar size, scope, and quality;
- Past performance on similar project with this or another local municipality;
- Record of successfully completed similar projects without legal or technical problems;
- The Offeror's knowledge of current construction methodologies and technology, including its knowledge of, and experience with, alternative construction methods, non-traditional and cost-effective construction methods appropriate for the use in this Project;
- The quality of references from past customers of Offeror; and
- The demonstrated ability of the Offeror to successfully complete past projects within the applicable construction budgets.

Proposed Schedule – 25%

- Recent experience with project schedule adherence; and
- The demonstrated ability of the Offeror to meet schedules on past projects and this project.

Proposed Use – 25%

- Proposed use matches that described as desired herein; and
- Aesthetics and quality of the project.

Proposed Purchase Price and Offeror's financial ability to development project – 25%

In addition, consideration may also be given to any additional information and comments at the selection phase if it reflects on the Offeror's qualifications to perform the Project.

Compliance with all Offer requirements, delivery, and needs of the City are considerations in evaluating Offers. The City reserves the right to contact any Offeror, at any time, to clarify, verify, or request information regarding any Offer.

During the evaluation process, the City reserves the right, where it may serve the City's best interests, to request additional information or clarification from Offerors. This additional information may or may not be included as a requirement in this packet.

The City reserves the right to review each Offer and to award the property contract to the Offer which it deems most acceptable. The City further reserves the right to reject all Offers if no Offer is deemed acceptable.

Offerors should complete the UNIMPROVED PROPERTY CONTRACT (APPENDIX D) with the sealed Offer. This agreement requires earnest money from the successful Offeror of \$25,000.00, which an earnest money check must be included in the sealed Offer.

The City Council will consider the submitted Offers at their regular meeting on Monday, March 20, 2023, and select a Successful Offeror and approve the selection of the Successful Offeror and authorize the execution of the sales contract. The following day, representatives from the City will execute the sales contract and deliver the contract and earnest money check to the following title company:

Security Title Company
106 South Crockett Street
Sherman, TX 75090

Closing and funding of the sale must occur within sixty (60) days from the date of City Council approval, unless a request is made in writing to the City and approved by the City.

Offerors must include a Pre-Approval letter or some other form of documentation indicating the Offeror has the financial means to complete the sale and execute the development plan.

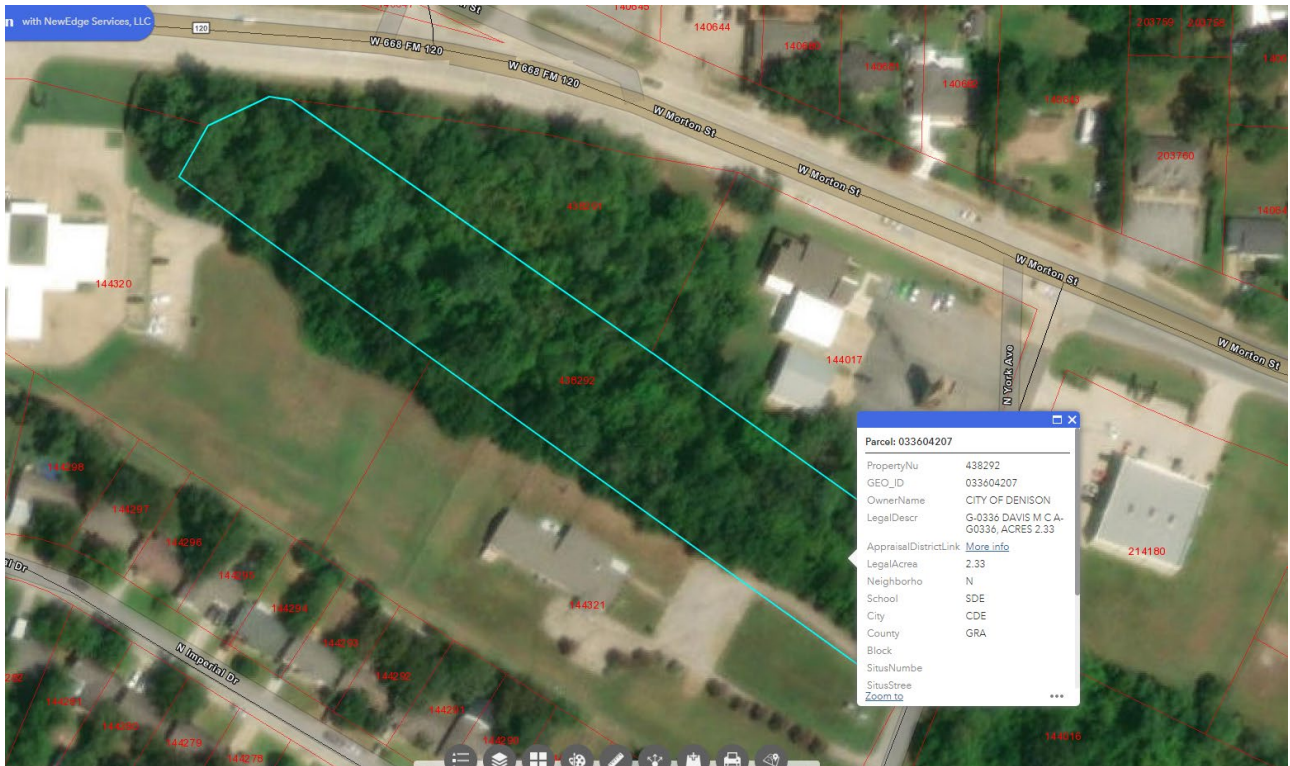
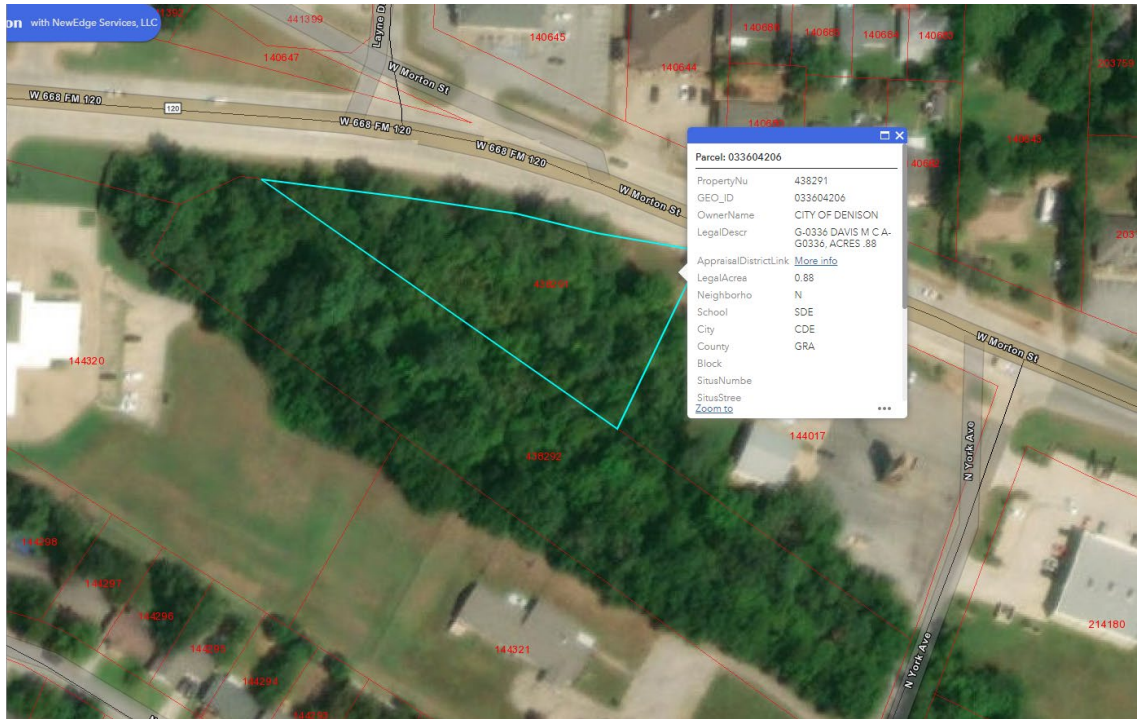
Offerors must also include personal and business financial statements that indicate the credit-worthiness of the Offeror. The City might request that a personal credit and/or criminal background investigation be conducted as part of its due diligence process.

If any of the following occurs, the Successful Offeror will be disqualified, and the City may offer the sale to the next Offeror:

- The purchase and sale of the property cannot be closed.
- Payment is not timely made or is invalid.

The Offer price and purchase sale agreement, if applicable, must also be approved by Denison City Council to be effective.

VIII. PROPERTIES INFORMATION



IX. REQUIRED OFFEROR DEVELOPMENT INFORMATION

The following supplemental criteria will be used to evaluate an Offer in addition to the Offer amount. The Offeror must clearly speak to each of the following points.

Property Development

1. An Offeror will need to present a conceptual development plan. The City will require a retail development that will build out the Property to its' highest and best use and provide a high value/impact development to the City both in terms of the purchase price, investment level, type of investment, tax revenue generated, and anticipated created jobs.
2. Development track record and history. The Offeror will detail similar developments recently successfully completed. Pictures of the successful developments will be encouraged.
3. The Offeror will list relationships with the identified development team, e.g., the engineers, architects, planners, civil construction firm(s), builder(s), owners' reps, etc. that the Offeror will use for the project. Participation letters from the development team members, with contact names and phone numbers, indicating their interest and willingness to participate in this project will be required.
4. The Offeror will describe their proposed development schedule. This can include, but not be limited to: site grading and preparation, Infrastructure installation, construction timeline, and development phasing.

Project Financing

1. A letter of credit or some other commitment from a financial institution indicating that the Offeror has the ability to receive funding for the total project, including but not limited to: land acquisition, utility and infrastructure construction, construction, etc.
2. Personal or business financial statements that prove the Offeror, and any key development partner, has the ability to perform.
3. The City may request that the Offeror and any key development partner agree to perform a personal credit check, a criminal background check, if an entity, a search of the Secretary of State, and any other investigation deemed necessary to show the Offeror is in good standing and makes the offer in good faith.

References

1. The Offeror will also provide references from other developments done in other communities. These references will be contacted to verify the trustworthiness of the Offeror.

Transaction

1. The Offeror will acknowledge that the City will not make any concessions towards closing costs.
2. The Property is currently zoned single family - the City will sponsor a contingent re-zone application for retail zoning.

Project Incentives

1. The Offeror is allowed to apply for any other eligible and applicable economic development incentive/assistance programs, but this request for submission is not an offer of economic development incentive/assistance and there is no guarantee such incentive/assistance will be provided.

Miscellaneous

1. Consideration will be given to the Offeror who makes a commitment, to the fullest extent possible, to purchase building materials from local (i.e., City of Denison) suppliers and use local sub-contractors.
2. The Offeror will provide a statement acknowledging that the Offeror will comply with all the City's development codes. (page 11)

X. OFFER FORM AND ACKNOWLEDGEMENT STATEMENTS

CITY OF DENISON

3.21 acres South of the intersection of FM 120 and West Morton Street, Denison, TX 75020

The undersigned hereby acknowledges that they have been provided a copy of the RFO, including the Instructions for Offerors; that they have read and understand the information contained therein (including that no guarantees have been or can be made), and that they are in compliance with the RFO; they propose the purchase of the following described property for the amount indicated. Further, the undersigned agrees, if this Offer is accepted, to fully comply in strict accordance with the RFO, the Offer, and provisions attached thereto.

(Legal Description as identified in Appendix B of the RFO)

| | |
|--|--------------------------------|
| Offer Amount | Minimum Offer \$455,000 |
| Include a development conceptual plan | Offer Attachment A |
| Development tract record and history | Offer Attachment B |
| Identified development team, including names and contact information | Offer Attachment C |
| Proposed development schedule | Offer Attachment D |
| Documentation of Development Financing | |
| Financial institution commitment, e.g., letter of credit | Offer Attachment E |
| Personal or business financial statements | Offer Attachment F |
| Acknowledgement Statements | |
| Use of local vendors and contractors | Offer Attachment G |
| Compliance with City development codes | Offer Attachment H |
| Disclosures | |
| Authority to execute contract (Appendix A) | Offer Attachment I |
| Conflict of interest questionnaire (Appendix E) | Offer Attachment J |
| Disclosure of certain relationships form (Appendix F) | Offer Attachment K |
| Texas Public Information Act – Confidential information (Appendix G) | Offer Attachment L |
| Unimproved Property Contract (Promulgated TREC Form) (Appendix D) | Offer Attachment M |
| Reference List (Appendix H) | Offer Attachment N |
| Deed Restriction Acknowledgement | Offer Attachment O |
| Earnest money cashier’s check - \$25,000 | Offer Enclosure 1 |

Printed Name of Company or Individual: _____

Signature of Person Authorized to Offer: _____

Printed Signatory’s Name and Title: _____
(if a legal entity)

Date: _____

| |
|---|
| <p>Attach this cover page with all required offer Attachments</p> |
|---|

ACKNOWLEDGEMENT STATEMENT –

Use of Local Vendors and Contractors

[Offer Attachment G]

By signing my name to this document and including it as a required attachment to my Offer packet to the City of Denison, I hereby affirm that, to the fullest extent possible, my development project will seek to purchase materials from City of Denison suppliers and use local (City of Denison and/or Grayson County based) sub-contractors, e.g. plumbers, electricians, etc.

Printed Name of Company or Individual: _____

Signature of Person Authorized to Offer: _____

Printed Signatory's Name and Title: _____
(if a legal entity)

Date: _____

**ACKNOWLEDGEMENT STATEMENT –
Compliance with City Development Codes**

[Offer Attachment H]

By signing my name to this document and including it as a required attachment to my Offer packet to the City of Denison, I hereby affirm that I have read and fully understand the City of Denison’s development codes and standards and that my proposed development will be constructed in compliance with all applicable City regulations.

Printed Name of Company or Individual: _____

Signature of Person Authorized to Offer: _____

Printed Signatory’s Name and Title: _____
(if a legal entity)

Date: _____

ESTABLISHING AUTHORITY TO EXECUTE CONTRACT

When an instrument is signed on behalf of a business entity, documentation must be submitted that states the person signing on behalf of a business entity has the authority to do so. That documentation may be in the form of a resolution approved by a corporate board of directors, charter provisions, partnership agreement, etc.

If a business entity has a document authorizing one or more individuals to enter into contracts or execute any instrument in the name of the business entity that it may deem necessary for carrying on the business of the entity, a certified copy of that document may be submitted.

If the business has a document stating who can execute documents for the business (such as a corporate resolution, charter provisions, corporate by-laws, etc.) the certification below may be signed, and that document included in the Offer packet.

CERTIFICATION REGARDING ATTACHED DOCUMENT

I, the undersigned person, as {title} _____ of {business entity} _____, certify that the attached document authorizes [name of person] _____ to execute contracts and other documents on behalf of said business entity and said document has not been revoked, altered, or amended and is still in full force and effect.

SIGNED this _____ day of _____, 2023

(Signature)

(Printed Name)

Attach document to this form

If a corporation does NOT have a document authorizing someone to execute contracts on behalf of the corporation, this resolution form may be used to establish that authority.

RESOLUTION FOR CORPORATION

BE IT RESOLVED by the Board of Directors of {name of corporation}

_____ that {name} _____ is hereby authorized to execute a contract with the City of Denison for the purchase of approximately 3.21 acres for the purpose of developing the property as a retail in accordance with the attached development proposal.

_____, Secretary is authorized to attest the signature binding the corporation.

Corporate Seal

Corporate Name

By: _____

Title: _____

ATTEST:

Secretary of Corporation

CERTIFICATION

I, _____, Secretary of _____ Corporation, certify that the above resolution was adopted by the Board of Directors of _____ Corporation at a meeting on the _____ day of _____, 2023.

By: _____

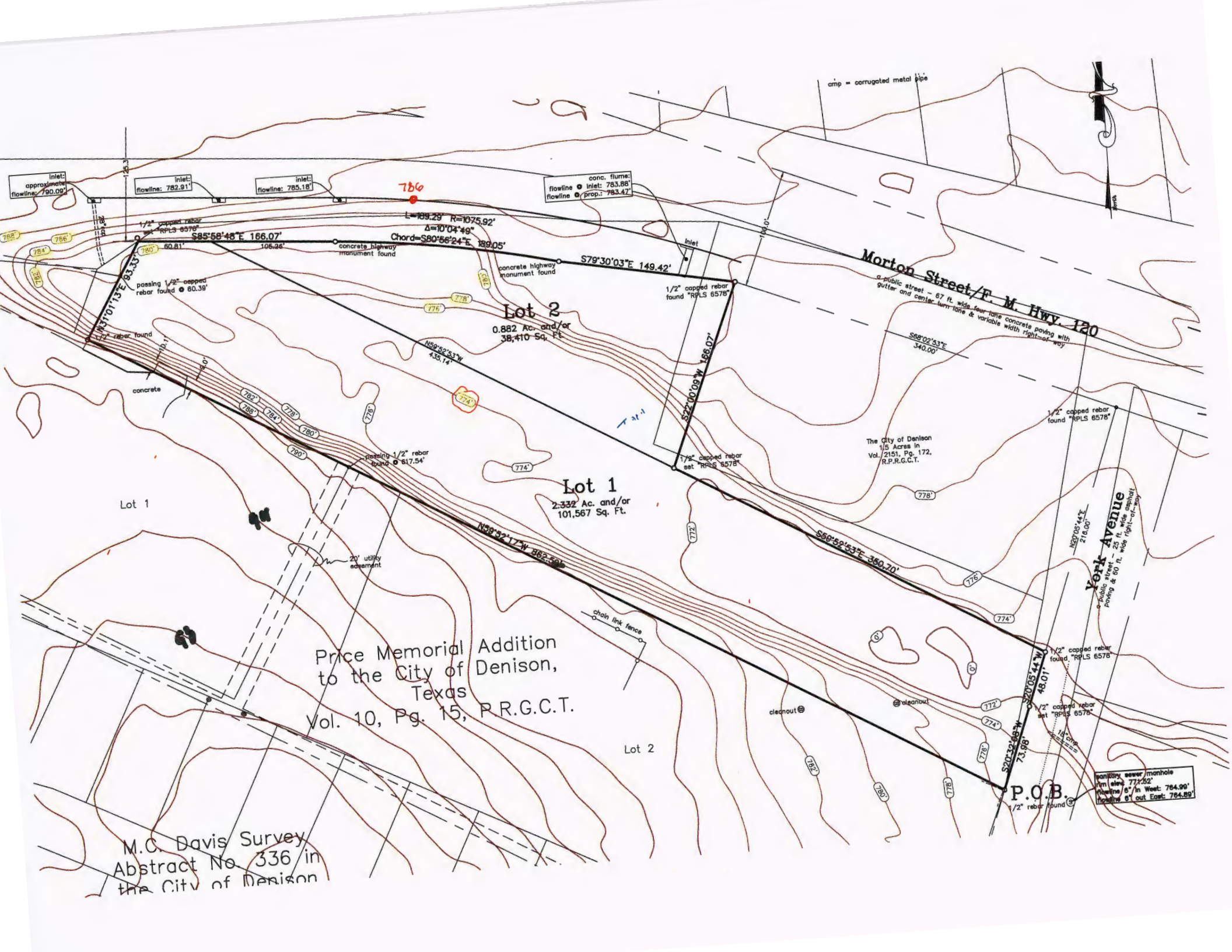
Title: _____

APPENDIX B

PROPERTIES LEGAL DESCRIPTION

Property ID 438292, G-0336 Davis M CA-G0336, Acres 2.33 and Property ID 438291, G-0336 DAVIS M CA-G0336, Acres .88 (the "Property").

APPENDIX C
PROPERTY SURVEY



cmp = corrugated metal pipe

Inlet: approximate flowline: 790.09'
 Inlet: flowline: 782.91'
 Inlet: flowline: 785.18'
 conc. flume: flowline @ inlet: 783.88' flowline @ prop.: 783.47'

786

L=189.29' R=1075.92'
 $\Delta=10^{\circ}04'49''$
 Chord=S80°56'24"E 189.05'

Lot 2
 0.882 Ac. and/or
 38,410 Sq. Ft.

Morton Street / P. M. Hwy. 120
 a public street - 67 ft. wide, four lane gutter and center turn-lane & variable width right-of-way
 concrete paving with

The City of Denison
 1/3 Acres in
 Vol. 2151, Pg. 172,
 R.P.R.G.C.T.

Lot 1
 2.332 Ac. and/or
 101,567 Sq. Ft.

York Avenue
 a public street - 25 ft. wide center paving & 60 ft. wide right-of-way

Price Memorial Addition
 to the City of Denison,
 Texas
 Vol. 10, Pg. 15, P.R.G.C.T.

sanitary sewer manhole
 (on line) 772.52'
 flowing 6" in West: 764.99'
 flowing 6" out East: 764.89'

M.C. Davis Survey
 Abstract No. 336 in
 the City of Denison

P.O.B.
 1/2" rebar found

Lot 2

Lot 1

APPENDIX D

[Offer Attachment M]

UNIMPROVED PROPERTY CONTRACT



UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. **PARTIES:** The parties to this contract are _____ (Seller) and _____ (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** Lot _____, Block _____, Addition, City of _____, County of _____, Texas, known as _____ (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. **SALES PRICE:**

- A. Cash portion of Sales Price payable by Buyer at closing. \$ _____
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
- B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum. \$ _____
- C. Sales Price (Sum of A and B) \$ _____

4. **LEASES:**

- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
- B. **NATURAL RESOURCE LEASES:** "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
 - (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. **EARNEST MONEY AND TERMINATION OPTION:**

- A. **DELIVERY OF EARNEST MONEY AND OPTION FEE:** Within 3 days after the Effective Date, Buyer must deliver to _____ (Escrow Agent) at _____ (address): \$ _____ as earnest money and \$ _____ as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
 - (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
 - (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
 - (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
 - (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.

Initialed for identification by Buyer _____ and Seller _____ TREC NO. 9-16

- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. **TITLE POLICY AND SURVEY:**

- A. **TITLE POLICY:** Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
 - (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
 - (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
 - (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title; disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate

(Address of Property) _____

within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

(Address of Property)

- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, MUD, WCID, PID notices): _____

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.
- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
- (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.

If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before _____, _____, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

(Address of Property)

- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.
14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.
19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

(Address of Property)

21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: _____

To Seller at: _____

Phone: _____

Phone: _____

E-mail/Fax: _____

E-mail/Fax: _____

E-mail/Fax: _____

E-mail/Fax: _____

With a copy to Buyer's agent at: _____

With a copy to Seller's agent at: _____

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum Concerning Right to Terminate Due to Lender's Appraisal
- Addendum containing Notice of Obligation to Pay Improvement District Assessment
- Addendum for Coastal Area Property
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Sale of Other Property by Buyer
- Addendum for Property in a Propane Gas System Service Area
- Other (list): _____

23. **CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

EXECUTED the _____ day of _____, _____ (Effective Date).
 (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer _____

Seller _____

Buyer _____

Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-16. This form replaces TREC NO. 9-15.

BROKER INFORMATION
(Print name(s) only. Do not sign)

| | | | |
|---|-------------------|---|-------------------|
| Other Broker Firm _____ | License No. _____ | Listing Broker Firm _____ | License No. _____ |
| represents <input type="checkbox"/> Buyer only as Buyer's agent | | represents <input type="checkbox"/> Seller and Buyer as an intermediary | |
| <input type="checkbox"/> Seller as Listing Broker's subagent | | <input type="checkbox"/> Seller only as Seller's agent | |

| | | | |
|------------------------|-------------------|--------------------------------|-------------------|
| Associate's Name _____ | License No. _____ | Listing Associate's Name _____ | License No. _____ |
|------------------------|-------------------|--------------------------------|-------------------|

| | |
|-----------------|-----------------|
| Team Name _____ | Team Name _____ |
|-----------------|-----------------|

| | | | |
|---------------------------------|-------------|---|-------------|
| Associate's Email Address _____ | Phone _____ | Listing Associate's Email Address _____ | Phone _____ |
|---------------------------------|-------------|---|-------------|

| | | | |
|--|-------------------|--|-------------------|
| Licensed Supervisor of Associate _____ | License No. _____ | Licensed Supervisor of Listing Associate _____ | License No. _____ |
|--|-------------------|--|-------------------|

| | | | |
|------------------------------|-------------|---------------------------------------|-------------|
| Other Broker's Address _____ | Phone _____ | Listing Broker's Office Address _____ | Phone _____ |
|------------------------------|-------------|---------------------------------------|-------------|

| | | | | | |
|------------|-------------|-----------|------------|-------------|-----------|
| City _____ | State _____ | Zip _____ | City _____ | State _____ | Zip _____ |
|------------|-------------|-----------|------------|-------------|-----------|

| | |
|--------------------------------|-------------------|
| Selling Associate's Name _____ | License No. _____ |
|--------------------------------|-------------------|

Team Name _____

| | |
|---|-------------|
| Selling Associate's Email Address _____ | Phone _____ |
|---|-------------|

| | |
|--|-------------------|
| Licensed Supervisor of Selling Associate _____ | License No. _____ |
|--|-------------------|

Selling Associate's Office Address _____

| | | |
|------------|-------------|-----------|
| City _____ | State _____ | Zip _____ |
|------------|-------------|-----------|

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (_____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONFLICT OF INTEREST QUESTIONNAIRE

Please visit <https://www.ethics.state.tx.us/filinginfo/1295/> to access the Form 1295 Conflict-of-Interest Questionnaire.

CIQ CONFLICT OF INTEREST QUESTIONNAIRE COVERSHEET

Any Offeror who completes this questionnaire must separately file the form with the City Clerk's Office at:

**City Clerk
City of Denison
300 W. Main Street
Denison, TX 75020
(PO Box 347, Denison, TX 75021)**

OFFEROR:

Name: _____

Address:

Local Government Officers City of Denison, Texas

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

Mayor: Janet Gott

Council
Members:

Michael Courtright, Council Place 1
James Thorne, Council Place 2
J.C. Doty, Council Place 3
Robert Crawley, Council Place 4
Kris Spiegel, Council Place 5
Brian Hander, Council Place 6/Mayor Pro Tem

City Attorney: Julie Fort

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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;
- (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.

DISCLOSURE OF RELATIONS WITH CITY COUNCIL MEMBER, DENISON DDA BOARD MEMBER, APPOINTED OFFICIAL, OFFICER, OR EMPLOYEE OF THE CITY OF DENISON

Failure to fully and truthfully disclose the information required by this form may result in the termination of any business the City is now doing with the entity listed below and/or could impact future decisions.

1. Name of Entity/Business/Person doing business with the City: _____

Is the above entity: (Mark one)

- A Corporation A partnership A sole proprietor or individual
 Other (specify) _____

2. Is any person involved as an owner, principal, or manager of name listed in #1 related to or financially dependent on a Council member, DDA Board member, appointed official, officer, or employee of the City of Denison?

NO – there is no such relationship between Entity/Business/Person and the City of Denison

YES – a person who is a/an Owner Principal Manager of this Entity/Business/Person is:

- Related to by blood or marriage* and/or A member of the same household as

- And/or Financially dependent upon** and/or Financially supporting**
 To a Denison City Council member DDA Board Member Appointed official
 Officer Employee

* As used here, “related to” means a spouse, child or child’s spouse, and parent or parent’s spouse. It also includes a former spouse if a child of that marriage is living (the marriage is considered to continue as long as a child of that marriage lives.)

** As used here, “financially dependent upon” and “financially supporting” refers to situations in which monetary assistance – including for lodging, food, education, and debt payments – is provided by owner, principal, or manager of #1 to Council member, DDA Board member, appointed official, officer, or employee of the City of Denison or that Council member, DDA Board member, appointed official, officer, or employee of the City of Denison provides to owner, principal, or manager of #1.

If YES, provide (a) the name of owner, principal, or manager, and (b) the name of the Council member, DDA Board member, appointed official, officer, or employee of the City of Denison (include the department the city officer or employee works, if known), and (c) if a relationship by marriage or blood/kinship exists. (Use back of sheet if more space is needed.)

| (a) Name of owner, principal, or manager | (b) Name of Council member, DDA Board member, appointed official, officer, or employee of the City of Denison | (c) What is the relationship or household arrangement |
|--|---|---|
| | | |

Is a current City Council member, DDA Board member, or City employee involved with the name listed in #1 as an owner, principal, manager, or employee, or employed as a contractor for name listed in #1?

[] NO (no person involved/working for Entity/Business/Person is a Council member, DDA Board member, officer, or employee of the City.)

[] YES, a person is (a) a current City of Denison: City Council member DDA Board member
 Appointed official Officer Employee

(b) And is An owner A principal A manager of the entity/business/person listed in #1
 An employee An independent contractor of the entity/business/person listed in #1

If YES, provide the name of owner, principal, manager, employee, or independent contractor who is a City Council member, DDA Board member, officer, or employee of the city. Include the department the city officer or employee works in, if known.

Signature _____ Phone _____ Date _____

TEXAS PUBLIC INFORMATION ACT

All proposals, data, and information submitted to the City of Denison are subject to release under the Texas Public Information Act (“the Act”) unless exempt from release under the Act. You are encouraged to NOT submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your Offer.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City of Denison which involves your submission, you will be notified by the city of the request so that you have an opportunity to present your reasons for claims of confidentiality with the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state:

- The Offer submitted to the City of Denison contains NO confidential information and may be released to the public if required under the Texas Public Information Act.
- The Offer submitted contains confidential information which is labeled and may be found on the following pages: _____

Offeror: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

APPENDIX H

[Offer Attachment N]

REFERENCE SHEET

The Offeror shall identify at least three project references from other communities in which the Offeror has done a similar project. These references will be called to verify the soundness of the Offeror and the type of experience they had with the city, whether or not the project was successful, if the Offeror fulfilled their obligations, and if the Offeror was in general a good business partner with the community.

Reference 1

| | | | |
|-----------------|--|----------------|--|
| Community | | Contact Person | |
| Phone Number | | Email Address | |
| Type of Project | | Project Size | |

Reference 2

| | | | |
|-----------------|--|----------------|--|
| Community | | Contact Person | |
| Phone Number | | Email Address | |
| Type of Project | | Project Size | |

Reference 3

| | | | |
|-----------------|--|----------------|--|
| Community | | Contact Person | |
| Phone Number | | Email Address | |
| Type of Project | | Project Size | |

ACKNOWLEDGEMENT STATEMENT

By signing my name to this document and including it as a required attachment to my Offer packet to the City of Denison, I hereby acknowledge that the City of Denison will develop a Deed Restriction document restricting uses and building materials on the property, to be created based on my proposed development concept, to be executed at closing.

Printed Name of Company or Individual:

Signature of Person Authorized to Offer:

Printed Signatory's Name and Title:

(if a legal entity)

Date: _____