

Invitation for Bid

City of Killeen, Texas
Sealed Bids will be received for:

Sale of Camilla Rd
Real Property
Bid No. 17-09

Sealed Bids will be received
until 2:00 p.m. on
Thursday, March 2, 2017

Return Bids to:

City of Killeen
Attn: Purchasing Department
207A W. Avenue D
Killeen, Texas 76541



INVITATION TO BID - BID FORM

Bidders:

This is your notice that **sealed bids** for the **Sale of Camilla Rd. Real Property**, will be received at the Purchasing Office, 207A W. Avenue D, Killeen, TX, 76541, until the hour of **2:00 p.m., March 2, 2017**, and will subsequently be opened and read aloud at 2:15 in the Main Conference Room located at City Hall, 101 N. College St., Killeen, Texas, on the second floor. In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein.

Two (2) signed copies of the City's General Terms and Conditions for Real Property Bids, must accompany the signed Bid Form. The bidder must also enclose a receipt of all addenda, an executed and completed conflict of interest questionnaire, and an original bid bond within their sealed bid response.

Any questions or requests for clarification must be submitted to the Purchasing Office, in writing, no later than 5:00 p.m., February 28, 2017. Questions may be faxed to 254-501-6308 or emailed to rjimenez@killeentexas.gov with the bid number and title in the subject line. There will be no exceptions. Any interpretations, corrections or changes to this Invitation to Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Killeen Purchasing Department. Addenda will be sent to all who are known to have received a copy of this Invitation to Bid. Any addenda will also be posted at:

- City of Killeen website: <http://www.killeentexas.gov/index.php?section=107>
- Demand Star: <http://www.demandstar.com>
- Electronic State Business Daily: <http://esbd.cpa.state.tx.us/>
- Ion Wave: <https://killeentx.ionwave.net>

Bids must be plainly marked on the outside of the envelope as follows: **"Bid No. 17-09, Sale of Camilla Rd. Real Property", Due by 2:00 p.m., March 2, 2017**. The City of Killeen reserves the right to reject any or all bids. The bids shall be valid for a period of thirty (90) days after the bid opening.

The real property is offered **"AS IS, WHERE IS, WITH ALL FAULTS"** and in its present condition.

Property ID and location: 20895, corner of Buckley Ave. and Camilla Rd., Killeen, TX

Site Description:

There is security fencing around the site and a possible water pipe underground that was abandoned in place on the subject property. It is primarily vacant land. The land is generally level topographically and is near square in shape with the northwest corner cut by the Buckley Ave. and Camilla Rd. right-of-way encompassing approximately .505 acres. A chain link fence surrounds the property. The subject property is bounded on the south by residential homes fronting along Farhills Dr and bounded on the north and west by residential property as well.

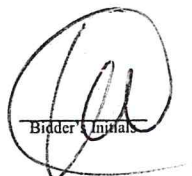
Legal Description:

The property is legally described as being 0.505 acre tract of land, out of the Thomas Robinett Survey, Abstract 686, Bell County, Texas, being that same tract of land conveyed to the City of Killeen as recorded in Volume 1025, Page 769, said county deed records, less and except that portion dedicated as right-of-way on the plat of Sugar Loaf Estates Addition, 3rd Extension as recorded in Cabinet A, Slide 341-C, said county plat records.

Zoning:

The subject property is located within the City of Killeen and is subject to all applicable zoning and development codes. The property is currently located in an R-1 (Single-Family Residential District) zoning designation.

Minimum Bid: \$5000.00.


Bidder Initials

TOTAL AMOUNT BID FOR SUBJECT PROPERTY: (In words)
NINE THOUSAND DOLLARS ¹/₂ *no cents*; (in numbers) \$ 9000.00, plus any
applicable closing costs associated with the sale, which shall be at my sole expense.


PROPOSED USE OF PROPERTY AND TIME SCHEDULE CONTEMPLATED TO COMMENCE ACTIONS TO
DEVELOP PROPERTY FOR SAID USE AND ENJOYMENT:

Extension of property. Build a pad for the small RV. Construct a garden area. Plant trees, shrubbery, and
Flowers; in addition, landscape as we have done to our own property.

Removing brush and trimming trees will be the first to begin. Landscaping, adding trees, scrubs, and
garden will be a work in progress.

NAME: MICHAEL WALSH & NIKKI CHAMBERS WALSH

ADDRESS: 1101 Farhills Drive, Killeen TX 76549

SIGNATURE:  DATE: 24 Feb 17

PRINT: Michael Walsh PHONE: 254-289-8645 cell

TITLE: Both Retired US Army, Retired Army Contractors FAX: _____

Payment must be made within thirty (30) days of notice of acceptance of bid.

Bid documents must be complete when received by the Purchasing Office. Name, address and
telephone number, must be provided.

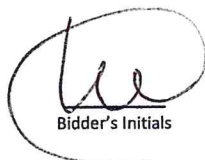

Bidder's Initials

EXHIBIT A
CITY CHARTER SECTION 145

SALE OR LEASE OF PROPERTY OTHER THAN PUBLIC UTILITIES OR ACQUIRED BY
TAX SALE

Section 145. Any real property owned by the City of Killeen may be sold or leased by the City Council when in its judgment such sale or lease will be for the best interests of the city; provided, however, a sale or a lease for more than five (5) years shall never become effective until thirty (30) days after passage of the ordinance of [or] resolution affecting same. If, during such thirty day period, a referendum petition is presented to the City Clerk which in all respects conforms to the referendum provisions of Article X of this charter, and same is found sufficient, then the clerk shall certify the sufficiency of same to the City Council, and an election shall be called submitting the question of whether or not the sale or lease shall be consummated. Provided, further, however, the provisions of this section shall not apply to public utilities, nor to property purchased by the city at tax sales.

REAL PROPERTY SALE - BID GENERAL TERMS AND CONDITIONS CITY OF KILLEEN

1. General Conditions

Bids submitted shall be subject to complete compliance with the following express conditions:

- (a) These Bid General Terms and Conditions set forth certain instructions, terms, and conditions that apply to the sale of surplus City land conducted pursuant to Section 145 of the City of Killeen's City Charter. A copy of Section 145 is reproduced in full and is attached hereto as *Exhibit A*. Such sales are also governed generally by the provisions of the Texas Local Government Code, Chapter 272. Although the instructions, terms, and conditions contained herein do not constitute an ordinance, resolution, or motion binding upon the City, a Bidder submitting a Bid on a sale conducted pursuant to Section 145 certifies by signing the Bid form that the Bidder has read the provisions contained herein and that the Bidder agrees that the provisions will be strictly enforced in all respects and will be binding upon the Bidder for all purposes.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding the condition of the subject real property and the requirements of the Bid package. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of these terms and conditions or accompanying bid package, will be accepted as a basis for varying the requirements of the City or the acceptability of a Bidders Bid.
- (c) Inspection. The property may be inspected for suitability and feasibility commencing on the day following the date of the first publication of the notice of the Bid and ending on the day immediately preceding the required Bid submission date by driving by the subject location. Bidders that conduct an inspection shall be responsible for any damages caused thereby. **BIDDERS SHALL INDEMNIFY, DEFEND AND HOLD CITY, ITS OFFICERS, EMPLOYEES, HEIRS AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES OR DAMAGES TO THE PROPERTY, ADJACENT PROPERTIES OR PERSONAL PROPERTY, OR IN ANY WAY BROUGHT AGAINST THE CITY CAUSED BY THE BIDDER'S AND/OR BIDDER'S AUTHORIZED AGENTS, REPRESENTATIVE OR EMPLOYEE'S ACTIONS DURING THE INSPECTION PERIOD OR AS A RESULT OF ANY INSPECTION OF THE PROPERTY BY SUCH PARTIES. **BIDDER SHALL NOTIFY THE CITY'S PURCHASING OFFICE AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO ANY SUCH INSPECTION.****
- (c) Property Sold "AS IS": The Property and any improvements thereon, if any, are sold "AS IS, WHERE IS, WITH ALL FAULTS". The successful bidder represents that as of the closing date of the Bid process, the successful bidder has fully inspected the Property and shall have made all investigations it deems necessary or appropriate and will be relying solely upon its inspection and investigation of the Property for all purposes whatsoever, including but not limited to the determination of the condition of the structures, improvements, soils, subsurface, drainage, surface and ground water quality, and all other physical characteristics, availability, and adequacy of utilities, compliance with the governmental laws and regulations, access, encroachments, acreage, and other survey matters and the character and suitability of the property. The successful bidder also acknowledges and agrees that the Property is being purchased and conveyed "AS IS, WHERE IS" with all faults and defects whether patent or latent as of the closing. The successful bidder acknowledges that there have been no representations, warranties, guarantees, statements or information expressed or implied pertaining to the Property, its condition or any matters whatsoever, made to or furnished to the successful bidder by City or any employee or agent of City, except as specifically set forth in the Bid package.

- (d) In accordance with the City of Killeen's City Charter, a sale of real property shall not be deemed effective until thirty (30) days have elapsed after passage of an official resolution approving the same.
- (e) The Property. The property is generally and legally described in the accompanying Invitation to Bid - Bid Form. The property is also more specifically described in *Exhibit B*, which is attached hereto for all purposes.

2. Preparation of Bid

Bids shall be prepared in accordance with the following:

- (a) All information required by the Bid package shall be included within the sealed Bid and shall include, without limitation, the Bid proposal, bid bond, and conflict of interest form. The Bidder shall print or type his/her name and manually sign the Bid and each continuation sheet upon which an entry is made.
- (b) Amount of Bid. Under all circumstances, in the spaces provided on the bid form for entering the bid amount, the bid must be expressed in dollars and cents. **This sale is a cash sale. There will be no financing offered by the City, and the City will not accept property in exchange.**
- (c) Alternate Bids will not be considered unless authorized by the City.
- (d) Bid Deposit. **Each bid must be accompanied by a deposit of at least ten-percent (10%) of the total dollar amount of the bid.** The bid deposit must be in the form of a cashier's check, certified check, or money order payable to the City of Killeen, or a bond with a corporate surety authorized to do business in the State of Texas. A sample of a bidder's bond is attached hereto as *Exhibit C*. Any other bond form will be subject to rejection if, in the opinion of the City Attorney, it fails to secure the City in the performance of the specified terms and conditions of the sale. The opinion of the City Attorney shall be final.

3. Pre-Bid Site Visit

Pre-Bid Site Visit. The City of Killeen will, if requested by any Bidder, host one pre-bid submission deadline site visit and information session for all interested Bidders. The date and time of this site visit will be scheduled following a request and shall be disseminated to all known Bid package holders via addendum. All persons wishing to attend must contact the City of Killeen's Purchasing office at 254-501-7723 to confirm. Any information given at the Pre-Bid Site Visit shall be considered provisional and shall only be relied upon following formal issuance of an addendum addressing the same.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any contract submitted in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
 - Venue other than Bell County
 - Mandatory arbitration
 - Artificial limitation of liability
 - Artificial statute of limitation
 - Waiver of trial by jury
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.

- (b) Bids must be submitted on the forms furnished. Telegraphic, faxed or emailed Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening and conforms to the submission requirements detailed herein.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Delivery Address:
City of Killeen
Purchasing Office
207A W. Avenue D
Killeen, TX 76541

Mailing Address:
City of Killeen
Purchasing Office
207A W. AVE D
Killeen, TX 76541

5. Rejection of Bid

Generally. The City Council of the City of Killeen reserves the right to reject any or all bids at any time prior to the elapsing of thirty (30) days following the approval and award of the sale to a specific Bidder as evidenced by a formal resolution voted on by the City Council authorizing the City Manager, or his designee, to effectuate the conveyance. In addition, the following shall apply to the rejection of any or all bids submitted.

Specifically. The City may reject a Bid if:

- (a) The Bidder misstates or conceals any material fact in the Bid;
- (b) The Bid does not strictly conform to applicable law or the requirements of the Bid package;
- (c) The Bid is not accompanied by an acceptable Bid Deposit described in Section 2, above;
- (d) The Bid is not submitted prior to the time and date specified in the City's Invitation to Bid - Bid Form;
- (e) The Bid is not accompanied by a completed and executed Conflict of Interest Questionnaire (Form CIQ) even if the form is not applicable at the time of Bid submission, which is attached hereto as *Exhibit D*; or
- (f) For any other legitimate reason, as determined by the City, in its sole and absolute discretion.

6. Withdrawal of Bid

All Bids shall be considered irrevocable once submitted for a period of ninety (90) days following the date and time set for the Bid opening.

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be open or considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he/she may submit to the Purchasing Office, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be

distributed to each person receiving a Bid package. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to any Bid award.

9. Award of Bid (Acceptance of Offer to Purchase)/Protest

- (a) The award of Bid (Acceptance of Offer to Purchase) will be awarded to the highest responsible Bidder or the responsible Bidder who submits the most advantageous Bid to the City, said advantage being based upon, but not necessarily limited to, the following factors:
- * Total Bid offered
 - * Bidder's past relationship with City
 - * The planned use of the property (taxable preferred)
 - * The proposed timeline for development
 - * The extent to which the offer meets the City's needs
 - * The financial condition of the Bidder
 - * Any other relevant criteria detailed in the Bid package
- (b) Final Award or Rejection of Bids. All Bid Deposits will be held in escrow by the City pending award of a Bid, or rejection of all bids, by the Killeen City Council. In order for a Bid to be awarded, City Council will adopt a resolution officially awarding the Bid and authorizing the City Manager, or his designee, to execute any and all conveyance documents necessary to consummate the sale of the property. After award of a Bid, the transaction shall be binding, subject only to applicable local and state laws identified in Section 1(a) of these Terms and Conditions and the preparation and execution of the documents necessary to consummate the transaction. The Bidder submitting the awarded Bid will be referred to hereafter as the "Buyer" and the Buyer's bid deposit shall be nonrefundable.
- (c) Bid Protest. Any Bidder wishing to file a protest concerning alleged improprieties with this Bid solicitation must submit a formal protest in writing to the Purchasing Office within five (5) business days following the specified time of the Bid opening. The protest must identify the name, address and contact information of the Bidder contesting the Bid solicitation, the Bid name and number, and the specific legal grounds justifying the protest with all supporting documentation attached. A response to the protest will be prepared by the Purchasing Office within ten (10) business days of receipt of the protest. All determinations made by the Purchasing Office shall be deemed final.
- (d) City's Rights upon Failure of Successful Bidder to Close the Transaction. In the event that the Killeen City Council accepts a Bid, the successful Bidder will be notified as provided below regarding closing the transaction. If for any reason the successful Bidder shall fail to render full payment of the consideration at such time, such failure shall be construed as a refusal to pay the consideration due the City under the terms of the Bid and as a refusal to accept the City's deed. Should the successful Bidder for any reason fail or refuse to close the transaction as required, the City shall have the right, at its option, to retain the Bidder's deposit or, if a Bidder's bond was furnished as the deposit, to be paid the amount of the bond by the bonding company, the amount of the deposit or bond being agreed upon as liquidated damages because of the difficulty of ascertaining the actual damages and the uncertainty thereof, and not as a penalty. In addition to the foregoing, it is understood and agreed that the City shall have the right, at its option, to pursue any and all other remedies available to it at law or in equity, including, but not limited to, the right to demand specific performance on the part of the successful Bidder. If the City is successful in enforcing the right to specific performance, it is understood and agreed that upon the City's demand, the successful Bidder shall also pay to the City all costs and reasonable attorney's fees incident thereto.

10. Closing/Respective Duties and Responsibilities

- (a) Execution of Documents. After the authorized City representative has executed the conveyance documents and the same are available for delivery to the Buyer, the City shall notify the Buyer in writing of the location and the time the closing of the transaction will occur (the "Closing Date").

The transaction will settle on such date, at which time the Buyer will pay the full balance due under these Terms and Conditions. The Buyer's duty to proceed with the transaction shall not be subject to Buyer's acceptance, actual, constructive or otherwise, of the conveyance documents.

- (b) Payment. The Buyer will be required at the Closing Date to pay the difference between the full amount of the Bid and the amount of the Bid deposit. If a Bidder's bond was furnished as the Bid deposit, the full amount of the Bid will be due and payable at the Closing Date. Payment of any cash consideration must be made in the form of a cashier's check, certified check, or money order payable to the City of Killeen.
- (c) Settlement and Other Expenses. The City will be responsible for any expenses associated with the preparation of the conveyance documents; however, the Buyer shall be responsible for any other fees associated with this transaction including, without limitation, appraisal costs incurred by the Buyer, property inspection fees, tax certificate fees, brokerage fees, title commitment and insurance costs, closing services costs and any additional legal fees incurred by the Buyer to consummate the transaction.
- (d) Buyer's Duty to Inquire as to Quality of Title. The Buyer shall be solely responsible to inquire as to the quality of the title of each parcel offered for sale by the City.
- (e) Rights of Person in Possession. If the property offered by the City for sale, whether improved or unimproved, is, or appears to be, in the possession of any person whomsoever, each Buyer, before submitting a Bid on the property, shall satisfy himself as to the rights, if any, of the person in possession. A Buyer shall not be entitled to refuse to close the transaction because of the rights of any person in possession on the date the Buyer's Bid was submitted.
- (f) Ad Valorem Taxes. Should there be any tax payments due, it is specifically understood and agreed that the Buyer will be purchasing the property subject to such tax liabilities and will be responsible for payment thereof. By acceptance of a deed from the City of Killeen, the Buyer is put on notice that the land conveyed to him will thereafter be subject to assessment for all taxes pro-rated from the date of sale.
- (g) Conveyance Documents. The deed conveying land offered by the City for sale will be based on the description of the land prepared and/or approved by the City. The deed shall be executed and acknowledged on behalf of the City by the City Manager or his designee. The name of the grantee in the deed shall be the same as the name on the Bid form of the person, corporation, or other business firm submitting the Bid. The deed shall be in the form commonly referred to as a "Special Warranty Deed" under which the City will warrant title ". . . by, through, or under itself, but not otherwise . . .," and the conveyance shall be subject to all easements, public utilities, whether of record or not, and all restrictions, covenants, conditions of record, and any other special restrictions or reservations specified in the Bid package or deed.
- (h) Indemnification. The conveyance documents shall further provide that the BUYER SHALL WAIVE, RELEASE AND FOREVER DISCHARGE THE CITY OF KILLEEN, TEXAS, its officers, employees and agents and its respective successors, and assigns, collectively referred to as the "Released parties" of and from any and all suits, legal or administrative proceedings, claims or demands, actual damages, punitive damages, losses, liabilities, interest, attorney's fees, expenses of whatever kind or nature, in law or in equity, known or unknown (collectively referred to as "liabilities"), that the Buyer ever had, now has, or in the future may have, against any of the Released Parties based upon, or arising indirectly or directly out of: (i) the condition, status, quality or nature of the property; and/or (ii) the existence, presence or conditions of asbestos or any toxic or hazardous material in or under the Property identified under local, state or federal law. The Buyer also agrees to indemnify and save harmless the Released Parties from and against any and all liabilities that any of the Released parties may incur or become responsible for, as a result of any claims by any persons or entities whatsoever, including, but not limited to, any governmental authorities, based upon or arising directly or indirectly out of, the matters described

in clauses (i) and (ii) above.

11. Assurance of Compliance

For Equal Employment or Housing Opportunity and Small and/or Minority Business Enterprise Requirements, Bidder agrees that if this Bid is accepted, he/she will not engage in employment or housing practices which have the effect of discriminating against any person because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

12. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council a Council member's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to or from the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official and Bidder shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and said official shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen.

13. Venue for Legal Action

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

14. Conflicts in Bid General Terms and Conditions

If any conflicts exist between these Bid General Terms and Conditions and any agreement entered into between the City and Bidder as a result of the bidding process, these Bid General Terms and Conditions shall prevail.

15. Acknowledgement

The Bidder, by their signature, represents that they have read the "Bid General Terms and Conditions," and will comply with and be bound by these terms and conditions.

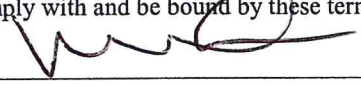
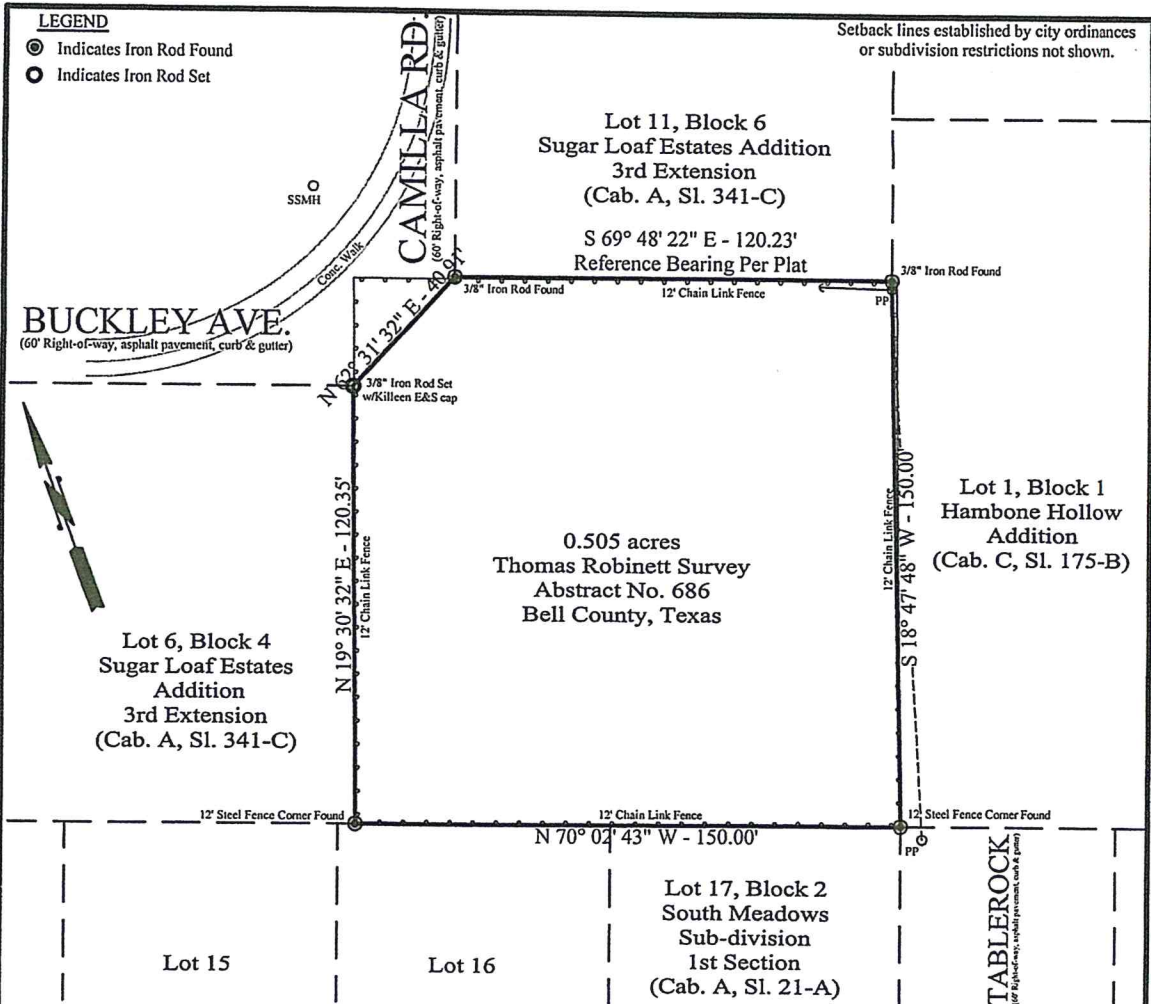
SIGNATURE:  DATE: 24 Feb 17
PRINT NAME: Michael WALSH
COMPANY NAME: Michael & Nikki Walsh
ADDRESS: 1101 Farhills Dr CITY/STATE/ZIP: Killeen, TX 76549
CONTACT INFORMATION: 254 289 8645 MWalsh70@hotmail.com Telephone/Fax/Email

EXHIBIT B
PROPERTY DESCRIPTION



Being a 0.505 acre tract of land out of the Thomas Robinett Survey, Abstract No. 686, Bell County, Texas, being that same tract conveyed to the City of Killeen as recorded in Volume 1025, Page 769, said county deed records, less and except that portion dedicated as right-of-way on the plat of Sugar Loaf Estates Addition, 3rd Extension as recorded in Cabinet A, Slide 341-C, said county plat records; said 0.505 acre tract being more particularly described as follows:

Beginning at a 3/8" iron rod set with Killeen E&S cap in the South margin of Buckley Avenue, said rod being the Northeast corner of Lot 6, Block 4, Sugar Loaf Estates Addition 3rd Extension as recorded in Cabinet A, Slide 341-C, said county plat records, and being the Northwest corner of said City of Killeen tract for the Northwest corner of the herein described tract;

THENCE N 62° 31' 32" E, 40.91 feet (N 64° 53' 17" E, 42.20 feet - plat) with the South margin of Buckley Avenue, the North line of said City of Killeen tract and the North line of the herein described tract to a 3/8" iron rod found in the East margin of Camilla Road, said rod being the Southwest corner of Lot 11, Block 6 of said Sugar Loaf Estates 3rd Extension, and being a corner in the North line of said City of Killeen tract for a corner in the North line of the herein described tract;

THENCE S 69° 48' 22" E, 120.23 feet (Reference bearing per plat, 120.08 feet - plat) with the South line of said Lot 11, the North line of said City of Killeen tract and the North line of the herein described tract to a 3/8" iron rod found in the West line of Hambone Hollow Addition as recorded in Cabinet C, Slide 175-B, said plat records, being the Southeast corner of said Lot 11 and the Northeast corner of said City of Killeen tract for the Northeast corner of the herein described tract;

THENCE S 18° 47' 48" W, 150.00 feet (S 19° 30' W, 150 feet - deed) with the West line of said Hambone Hollow Addition, the East line of said City of Killeen tract and the East line of the herein described tract to a 12' steel fence post found in the Northwest margin of Tablerock and the Northeast corner of Lot 17, Block 2, South Meadows Sub-division 1st Section as recorded in Cabinet A, Slide 21-A, said plat records, said post being the Southeast corner of said City of Killeen tract for the Southeast corner of the herein described tract;

THENCE N 70° 02' 43" W, 150.00 feet (N 69° 51' W, 150 feet - deed) with the North line of said Lot 17 and the North line of Lot 16, Block 2 of said South Meadows Sub-division 1st Section, the South line of said City of Killeen tract and the South line of the herein described tract to a 12' steel fence post found, said post being in the North line of said Lot 16, being the Southeast corner of the above mentioned Lot 6, and being the Southwest corner of said City of Killeen tract for the Southwest corner of the herein described tract;

THENCE N 19° 30' 32" E, 120.35 feet (N 19° 34' 56" E, 120.35 feet - plat), with the East line of said Lot 6, the West line of said City of Killeen tract and the West line of the herein described tract to the POINT OF BEGINNING.

PROJECT NO: 2016-008
 DATE: April 7, 2016
 SCALE: 1" = 40'

KILLEEN ENGINEERING
 & SURVEYING, LTD
 2901 E. STAN SCHLUETER LOOP
 KILLEEN, TEXAS 76542
 (254) 526-3981 FAX (254) 526-4351
 TBPLS REGISTRATION NO. 100144-00



EXHIBIT C

BID BOND

Bidders must submit a 10% bid bond or cashier's check, certified check or money order payable to the City of Killeen with their bid. Bidders are encouraged to use the City's attached bid bond form for this purpose if a bond is obtained. The City may reject bids that include bid bonds submitted on something other than the City's form if it determines, in its sole discretion, that the bid bond does not provide the same level of protection as the City's bid bond form provides.

N/A Money ORDER ATTACHED

BID BOND

THE STATE OF TEXAS
COUNTY OF BELL

§
§

SURETY'S No. _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Hereinafter called the Principal), as Principal, and _____

(hereinafter called the Surety), as Surety, a legal entity duly authorized to transact surety business in the State of Texas, are held and firmly bound unto the City of Killeen, Texas, a home rule municipal corporation of Bell County, Texas (hereinafter called the Obligee) in the amount of

_____ DOLLARS (\$ _____),

for the payment whereof said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid to enter into a certain written Contract with the Obligee generally identified as:

[Project No.]	Name/	Bid
_____	_____	_____
_____	_____	_____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Obligee awards the Contract to the Principal and the Principal shall enter into such written Contract in accordance with the terms of such bid, then this obligation and bond shall be deemed void. IT IS EXPRESSLY UNDERSTOOD AND AGREED that if the Principal should withdraw its Bid anytime after such bid is opened and before official rejection of such bid or, if successful in securing the award thereof, said Principal should fail to enter into the written Contract in accordance with the terms of such Bid including, without limitation, furnishing satisfactory Performance and Payment Bonds and required insurance certificates, this Bid Bond shall become the property of the Obligee, without recourse of the Principal and/or Surety, not as a penalty, but as liquidated damages.

PROVIDED, further that if any claim, controversy or other legal action should arise under this Bid Bond, venue shall lie in Bell County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument, this _____ day of _____, 20_____.

Principal/Contractor

Surety

By _____
Authorized Agent

By _____
Attorney-in-Fact

Address _____

Address _____

NOTE: Attach Power of Attorney (Surety) for Attorney-in-Fact

EXHIBIT D
FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE

NIKKI & Michael WATSH

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.

NONE

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.

NONE

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.

NONE

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

24 Feb 17
Date

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

City of Killeen, TX
Sale of Camilla Rd Real Property
Bid No. # 17-09

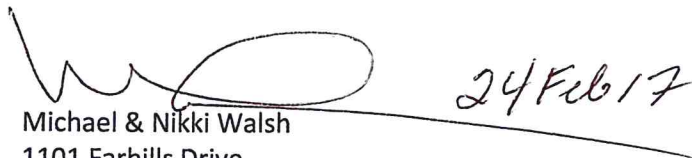
To Whom it may concern:

Michael & Nikki Walsh have received the 'Invitation to Bid' document, including Addendums A, B, C, and D.


Bidders Initials

We have completed the forms to the best of our knowledge and understanding in 2 complete sets of the 'Invitation to Bid' packet provided.

In addition, we have enclosed a money order made out to City of Killeen for the amount of \$900.00 for a bidding / purchaser's deposit.



Michael & Nikki Walsh
1101 Farhills Drive
Killeen, TX 76549
254-289-8645
Mdwalsh7@hotmail.com