



# City of Dayton Surplus Land Auction Guidelines and Application

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## PROGRAM GOALS AND OBJECTIVES

The City of Dayton Surplus Land Auction program (“Auction” or “pilot program”) aims to divest the City of some real property that was deemed surplus land by the Dayton City Commission. The City of Dayton Surplus Land Auction aims to help beautify the City by putting these properties into responsible owners’ hands. The properties associated with the Auction are residential vacant lots expected to be used for side yards, community gardens, building structures, etc.

The Department of Planning, Neighborhoods & Development along with the City Purchaser, pursuant RCGO Section 36.40, have determined that auctioning the surplus land on GovDeals.com (“GovDeals”) with conditions of good standing with the City, among other criteria, is the most efficient and cost-effective way to award these lots to the highest and best qualifying bidders.

The application details the terms and conditions, including auction terms (Section I), the application (Section II), notices (Section III), and additional provisions (Section IV), for the City of Dayton Surplus Land Auction program. Winning Bidders must submit a completed application to the City of Dayton in accordance with this application to qualify for purchase.

**By signing this application, Winning Bidder and/or Purchaser understand and agree to all terms, conditions, and guidelines contained herein.**

## I. CITY OF DAYTON SURPLUS LAND AUCTION TERMS

### DEFINITIONS

**Winning Bidder or Applicant** – includes the individual or entity that has the highest bid on GovDeals for any particular parcel for sale by the City accurately described and referenced on GovDeals (“Property”). A Winning Bidder still must meet City eligibility requirements to purchase the Property.

**Purchaser** – A Winning Bidder who the City finds in accord with eligibility requirements after document review.

**Affiliated entity** – Any corporation, partnership, limited liability company or other form of legal entity in which the partnership or other similar interest is owned or controlled, directly or indirectly, by the applicant.

### PILOT PROGRAM

This Auction is a pilot program, and its policies and procedures are subject to change or cancelation at any time without cost or detriment to the City.

### PURCHASE/PURCHASE PRICE

The residential vacant lots deemed surplus by the City of Dayton will be sold individually by bid process through GovDeals and listed for 30 days. Minimum price will be Auditor’s 100% assessed value. A \$100.00 (ONE HUNDRED DOLLARS AND ZERO CENTS) deposit is required to bid on any Auction property.

Final price to Purchaser includes the winning bid at auction closure plus administrative fees. Administrative fees include those fees imposed by GovDeals and \$50.00 (FIFTY DOLLARS AND ZERO CENTS) to the City for County transfer and recording fees.

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The Winning Bidder agrees to purchase the Property from the City for the sum of the winning bid plus administrative fees, payable in full to GovDeals within 5 (five) business days of auction closure.

The City agrees to sell the Property to Winning Bidder, only upon the condition that all Auction eligibility requirements have been met. If it is determined that the Winning Bidder does not meet all eligibility requirements set forth by the City of Dayton and described below, the Winning Bidder will be disqualified from Auction purchase and the deposit will NOT be refunded. In event of disqualification, a refund will be issued by GovDeals in accordance with its terms in conjunction with the terms, conditions, and guidelines herein. Refer to GovDeals for additional information on payment or refund process.

### **ELIGIBILITY REQUIREMENTS FOR PURCHASE**

Purchaser must meet the City's standards for acquiring land from the City of Dayton. Auction Purchaser must meet these eligibility requirements:

- A. must be current on property taxes on all property currently owned and property recently transferred;
- B. must be current on all City bills (income tax, water, fines, etc.);
- C. cannot have any outstanding property or housing code violations on any property owned by Winning Bidder or by an affiliated entity of the Winning Bidder; and
- D. must be in good standing with the Lot Links program, if applicable.

### **VERIFICATION AND REQUIRED DOCUMENTATION**

Winning Bidder agrees to submit, within 10 days of auction closure, the required documentation described below to the City of Dayton Department of Planning, Neighborhoods, & Development.

Winning Bidder will be required to provide the following documentation after auction closure:

- Copy of State-issued identification;
- Current photo(s) taken by the bidder or bidder's agent of the Property being applied for (not from the internet), as proof Winning Bidder has inspected the Property;
- If affiliated with any organization/corporation or other entity, Secretary of State documentation showing proof of legal existence and Winning Bidder's position within organization/corporation; and
- City of Dayton Surplus Land Auction Application, completed and signed.

If Winning Bidder owns any real property, within or outside the City limits, they must also provide the following required documentation about said property(ies):

- List all properties owned by applicant, spouse of applicant, and/or any affiliated entity;
- Acquisition date of each party and/or entity's owned property;
- Occupancy status of each party and/or entity's owned property;
- Verification that party and/or entity's owned property taxes are paid in full;
- Current exterior photos (front & rear) of Winning Bidder's owned property;
- Contact information for local property manager(s) if the applicant is located outside of Montgomery County, Ohio.

Any Winning Bidder that does not include the required documents will be automatically disqualified from purchase eligibility for the Auction, no exceptions.



II. CITY OF DAYTON  
SURPLUS LAND AUCTION APPLICATION

**Property Type:**

Parcel No. \_\_\_\_\_  
Address \_\_\_\_\_  
Listing No. \_\_\_\_\_  
Type \_\_\_\_\_  
Planned use of Land \_\_\_\_\_

**Contact Information:**

Applicant's Full Name(s) \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Married? \_\_\_\_\_ Spouse's Name \_\_\_\_\_  
List corporations/businesses you have been or are currently associated with:  
\_\_\_\_\_  
\_\_\_\_\_

If located outside of Ohio, provide your local property manager's contact information below:  
\_\_\_\_\_

**By signing below, I hereby agree to and understand all terms, conditions, and guidelines created by the City for the City of Dayton Surplus Land Auction pilot program, including Sections I-IV of this Application:**

Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**For Office Use ONLY:**

*Purchasing, proceed – Yes/No*  
*Income Tax current – Yes/No*  
*Water bills current – Yes/No*  
*PND – Yes/No*

*Staff Name:* \_\_\_\_\_  
*Staff Name:* \_\_\_\_\_  
*Staff Name:* \_\_\_\_\_  
*Staff Name(s):* \_\_\_\_\_

*Notes:* \_\_\_\_\_  
\_\_\_\_\_

**III. CITY OF DAYTON SURPLUS LAND AUCTION NOTICES**

Please **initial** to indicate that you understand, attest to, and certify the following statements:

\_\_\_\_\_ I attest that the information in this application is accurate.

\_\_\_\_\_ I attest that my property taxes are not in arrears and comply with all other eligibility requirements for the Auction, and I understand my bid will be rejected shall it be determined I am delinquent.

\_\_\_\_\_ I understand the City of Dayton reserves the right to require additional documentation to determine eligibility status.

\_\_\_\_\_ I understand that the City can change policies and procedures associated with this pilot program at any time or discontinue the pilot program altogether.

\_\_\_\_\_ I understand it is my responsibility to verify my plans are in accordance with state, federal, and local law, including but not limited to the City of Dayton Zoning Code, prior to submitting my application.

\_\_\_\_\_ I understand I have no legal rights in the Property for any reason until I have possession of the deed. If I am found on or to have removed anything from the property, I will be in violation of law and subject to prosecution. Additionally, I will be disqualified from the Auction and will forfeit any monies paid.

\_\_\_\_\_ I understand all property sold through City of Dayton Surplus Land Auction is in AS IS condition.

\_\_\_\_\_ I understand any and all housing and/or zoning code violations on the Property will be my responsibility to abate once I take ownership.

\_\_\_\_\_ I understand I am responsible for obtaining all necessary permits for rehabbing structures.

\_\_\_\_\_ I understand it is my responsibility to determine whether outstanding charges on the Property exist (e.g., delinquent real estate assessments or water, sewer, and storm water charges); all outstanding charges will become the responsibility of the Purchaser, (i.e., new property owner) upon closing.

\_\_\_\_\_ I understand the Montgomery County Treasurer charges taxes one year behind. This means for example, if I take possession of a property on the last day of December, I will be responsible for the tax bill that comes in January even though I did not own the Property during the year billed.

#### IV. ADDITIONAL PROVISIONS

##### A. PURCHASE PROVISIONS

1. Closing and Conveyance. The City shall hold a closing within 45 days of bid acceptance by the City. The Purchaser shall have possession of the Property upon delivery of an executed deed from the City. The City will record said deed in Montgomery County, Ohio. The City shall convey the Property to the Purchaser by good and sufficient quitclaim deed, with the City warranting the Property free from encumbrances, except (A) zoning ordinances, (B) building restrictions, (C) taxes and assessments that appear on the tax duplicate for the year of closing, and (D) all restrictions and easements of record.
2. Quitclaim Deed. The delivery by the City of the quitclaim deed described herein and acceptance by the Purchaser of said deed shall not be deemed to extinguish, waive, or discharge any of the obligations of the City or the Purchaser under this Agreement not stipulated or contained in the deed, nor in any way to prejudice or bar the City in asserting any of its rights hereunder.
3. City's Representations and Warranties. City makes no representations or warranties, express or implied, with respect to: the environmental condition of the Property and the surrounding property (including all facilities, improvements, and structures thereon, surface waters thereon or adjacent thereto, or soil and groundwater thereunder); City's operations conducted on the Property; or City's compliance with any environmental health or safety laws.
4. Condition of Property. Purchaser shall accept the Property in "AS IS, WHERE IS" condition and shall be responsible for, on and after the closing date, all environmental obligations and liabilities and costs, arising under environmental health or safety laws or at common law, and whether or not accrued or fixed, absolute or contingent, known or unknown, determined or determinable, to the extent that such obligations and liabilities and costs arise from any contaminant, chemical, product, by-product, or any material whatsoever, on, at, to, or from the Property. Purchaser shall hold City harmless from any such claims arising from the Purchaser's development or use of the Property.
5. Possession. Purchaser shall not take possession or begin work, in any form, to the Property prior to the Closing Date, unless authorized in writing by the City.

##### B. GENERAL PROVISIONS

1. Entire Understanding. This Agreement is defined as the City of Dayton Surplus Land Auction application, Sections I-IV of this document. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
2. Governing Law and Venue. This Purchase and any related controversy shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.
3. Amendment. The parties may amend this Agreement, provided that no such amendment shall be effective unless it is reduced to a writing, which makes specific reference to this Agreement, is executed by a duly authorized representative of each party to this Agreement and, if required or applicable, is approved by the Commission of the City of Dayton, Ohio.

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4. Waiver. A waiver by the City of any breach of this Agreement shall be in writing. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect City's rights with respect to pilot program revocation or any other breach.
5. Relationship. This Agreement is not intended to be, nor shall it be construed, as creating a partnership, joint venture, corporation, or other relationship between the parties with respect to the any activities of the Purchaser.
6. Communications. Any notice, demand, or other communication required under the Agreement by one party to the other party shall be sufficiently given, if it is sent by email or by certified U.S. mail, postage prepaid, return receipt requested or delivered personally

to City:                   The City of Dayton, Ohio  
                                  Department of Planning, Neighborhoods & Development  
                                  101 W. Third Street  
                                  Dayton, Ohio 45402  
                                  Attn: Ashley Hatton  
                                  (937) 333-3696  
                                  [Ashley.hatton@daytonohio.gov](mailto:Ashley.hatton@daytonohio.gov)

to Winning Bidder/Purchaser:  
                                  Applicant Name and Address

7. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.
8. Compliance with Applicable Law. This Agreement does not act as an exemption from any federal, state, or local law. Purchaser shall comply with all applicable laws, including, but not limited to, building code requirements, zoning code compliance, historic preservation requirements, and procedures required by local government entities for ownership and maintenance of vacant or blighted properties.
9. Indemnification. Purchaser shall defend, indemnify, and hold harmless City and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the Purchaser's non performance of this Agreement and/or the acts, omissions or conduct of Purchaser, and its agents, employees, contractors, subcontractors, and representatives, including Purchaser's failure to comply with federal, state, and local laws, including (as applicable) those relating to the payment of prevailing wages.