GENERAL INFORMATION
CITY OF MELISSA, TEXAS

COMPETITIVE SEALED BID NO. 2020-1101

“PURCHASE OF CITY-OWNED REAL PROPERTY”
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DOCUMENTS ARE DUE TO THE OFFICE OF THE CITY MANAGER PRIOR TO:
March 16, 2020 at 9:00AM

NO LATE BIDS WILL BE ACCEPTED

ORIGINAL AND THREE COPIES REQUIRED
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DOCUMENTS MAY BE DELIVERED OR MAILED TO:
CITY OF MELISSA
Jason Little, City Manager
Melissa City Hall
3411 Barker Avenue
Melissa, Texas 75454

Deadline for Submittal of Questions via E-Mail to:
jlittle@cityofmelissa.com
3/12/2020 12:00 PM

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:
Jason Little
City Manager
jlittle@cityofmelissa.com
972-838-2338
CITY OF MELISSA
COMPETITIVE SEALED BID NO. 2020-1101

BIDDER MUST SUBMIT ORIGINAL BID PLUS THREE COPIES TO FACILITATE EVALUATION. IF A COPY IS NOT SUBMITTED WITH THE ORIGINAL, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Melissa (the “City”) is accepting Competitive Sealed Bids for the sale of the Real Property described herein.

**Bids must be received by Monday, March 16, 2020 at 9:00 AM BY THE CITY MANAGER. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NON-RESPONSIVE.**

**Bids will be publicly opened and acknowledged at the Melissa City Hall located at Melissa City Hall 3411 Barker Avenue, Melissa, Texas 75454 on March 16, 2020 at 9:05 AM.**

Write the competitive sealed bid number 2020-1101, name of bid, Sale of Real Property, and your name or the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the “General Conditions of Bidding” attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

**SEE ATTACHED SPECIFICATIONS/BID FORM**

The successful bidder will be required to execute a written contract.
GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit original and three (3) copies of the sealed bid to the City Manager prior to response due date/time.

3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. “Discount from list” bids are not acceptable unless specifically requested in the bid.

4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.

5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.

6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Melissa, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.

7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the City Manager and obtaining the City Manager’s approval.
10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.

11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.

12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Melissa Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.

13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.

14. BID OPENINGS: All bids submitted will be read at the City’s regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Melissa Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.

16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.
17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to bidder who provides the best value for the City in compliance with Texas Local Government Code, Section 252.043.

18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

**PERFORMANCE**

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
   A. Have adequate financial resources or the ability to obtain such resources as required;
   B. Be able to comply with the required or proposed delivery schedule;
   C. Have a satisfactory record of performance;
   D. Have a satisfactory record of integrity and ethics; and
   E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

   The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

22. **TESTING:** An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.

23. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

24. **DELIVERY:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are “no arrival, no sale”.
25. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.

26. **PATENT RIGHTS:** The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

**PURCHASE ORDERS AND PAYMENT**

27. **PURCHASE ORDERS:** A purchase order(s) shall be generated by the City Manager to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

28. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

29. **FUNDING:** The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

30. **TAXES:** The City is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.

31. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.

32. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Melissa, 3411 Barker Avenue, Melissa, Texas 75454.

**CONTRACT**

33. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

34. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation
Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the “Forum”). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.

35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.

36. SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees 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 bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.

37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this 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 contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Manager or designated representative.

39. REMEDIES: The successful bidder 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.

40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.

41. 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 that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest.

42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. 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 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 records administrator of the City of Melissa 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, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

45. APPLICABLE LAW: Contractor 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 Contractor. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.
46. CERTIFICATE OF INTERESTED PARTIES (FORM 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

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 days of being notified of award of a contract by the City of Melissa, the successful vendor (business entity) must use the Texas Ethics Commission’s 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 number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be provided to the City of Melissa division (within 10 days of being notified of award of a contract).

The City is required to notify the 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 commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

47. The following information and/or documents must be provided with all bids:

A. Use of Property
   1. How will you use the Property if purchased?

B. Employment Impact – answer if you propose to use the Property in a manner that would require employment of workers
   1. How many full-time and part-time jobs do you anticipate bringing to City in the 1st year, 3rd year, and 5th year following the opening of your facility?
   2. What types of jobs will be created (i.e. professional, skilled, unskilled)?
   3. What is the anticipated total annual payroll for employees in the City at the end of the 1st year, 3rd year, and 5th year following the opening of your facility?

C. Fiscal Impact – answer if you propose to use the Property in a manner that would involve construction of one or more facilities on the Property
1. What is the estimated construction value of such facilities?
2. What is the estimated taxable value of such facilities once operational?
3. If applicable, how much direct ad valorem tax do you anticipate generating in the City during your 1st year, 3rd year, and 5th year of operation?
4. If you currently operate facilities in another location that are similar to your anticipated use of the Property, provide the public appraisal district statement showing the taxable value of such facilities.

D. Company/Management Information
1. If the bidder is a business entity, include the three sets of literature on the business entity (annual reports, brochures, news releases, etc.) with the bid.
2. Please provide information related to the bidder’s operational experience, including safety record for the previous 20 years.

E. If the bidder proposes to use the Property in a manner that would involve construction of one or more facilities on the Property, identify each federal, state and/or local governmental approval or permit necessary to construct, open and/or operate each such facility and the approximate timeline proposed for obtaining each such governmental approval or permit.

F. If the bidder proposes to use the Property in a manner that would involve construction of one or more facilities on the Property, please provide for informational purposes only, and not for approval, a proposed depiction of the layout, dimensions and screening of each such facility.

G. If the bidder proposes to use the Property in a manner that would involve construction of one or more facilities on the Property that will require frequent deliveries to/from site, please provide proposed routing of vehicular traffic to/from site.

H. Provide written commitment of bidder’s intended involvement and/or support for specific community organizations/programs.

I. Provide written confirmation of the bidder’s receipt and acknowledgement of the use restrictions set forth in Exhibit A hereto; notwithstanding the foregoing, all bidders are responsible for verifying any applicable use restrictions on the Property and the City hereby disclaims any and all warranties regarding the same.

J. Provide written confirmation of the bidder’s acknowledgement of the existence of the adjacent NTMWD 121 Regional Disposal Facility which includes a compost operation.
AFFIDAVIT OF NO PROHIBITED INTEREST  
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _______________________________________________________

Title of Officer: __________________________________________________________

Signature of Contractor: __________________________________________________

Date: __________________________

ACKNOWLEDGMENT

STATE OF TEXAS *
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of ____________, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the ______ day of ____________, 2020

________________________________________  STAMP
Signature of Notary Public in and for the State of Texas
SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship  _____YES_____NO
2. Partnership  _____YES_____NO
3. Corporation  _____YES_____NO

If company is a sole proprietorship, list the owner's full legal name:

________________________________________________________________________

If company is a partnership, list the partner's full legal name(s):

________________________________________________________________________

________________________________________________________________________

If company is a corporation, list the full legal name as listed on the corporate charter:

________________________________________________________________________

Is this firm a minority, or woman-owned business enterprise?

_____ NO  _____ YES  If yes, specify (____) MBE  (____) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency?  _____ NO  _____ YES

If yes, specify governmental agency:  _______________________________________

Date of certification:  __________________________
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 64th 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)-(e) with a local governmental entity and the vendor meets requirements under Section 176.002(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.

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 become 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

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

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Form provided by Texas Ethics Commission
www.ethics.state.tx.us
Revised 11/30/2015
PUBLIC NOTICE
REQUEST FOR SEALED BIDS NO. 2020-1101
TO PURCHASE CITY-OWNED REAL PROPERTY

Pursuant to Section 272.001(a) of the Texas Local Government Code, the City of Melissa is accepting sealed bids for the purchase of a tract of land owned by the City of Melissa, Texas, generally located at southeast corner of CR 420 and SH 121, and consisting of approximately 88.000± acres located in the Hiram Brinlee Survey, Abstract No. 30, and the L.L. Lewis Survey, Abstract No. 526, City of Melissa, Collin County, Texas, as depicted below:

Less and except: The tract of land situated in the Hiram Brinlee Survey, Abstract No. 30, and the L.L. Lewis Survey, Abstract No. 526, Collin County, Texas, which is a portion of a tract of land described by deed to the City of Melissa, Texas as recorded in Instrument No. 20061024001531780 of the Official Public Records of Collin County, Texas, being more particularly described as follows:

BEGINNING at a point for the northeast corner of said City of Melissa tract in the center of County Road 420;

THENCE South 00 degrees 33 minutes 48 seconds West, along the east line of said City of Melissa tract, a distance of 1373.30 to a point for the southeast corner of same;

THENCE along the southerly line of said City of Melissa tract the following courses and distances:
South 87 degrees 21 minutes 11 seconds West a distance of 396.38 to a point for corner;

North 45 degrees 49 minutes 52 seconds West a distance of 492.59 to a point for corner;

South 75 degrees 49 minutes 36 seconds West a distance of 353.69 to a point for corner;

North 53 degrees 16 minutes 55 seconds West a distance of 228.05 to a point for corner;

South 70 degrees 45 minutes 41 seconds West a distance of 168.03 to a point for corner;

THENCE North 00 degrees 33 minutes 48 seconds East, leaving said southerly line, a distance of 1093.05 to a point for corner lying in said County Road 420;

THENCE South 88 degrees 26 minutes 25 seconds East, along the north line of said City of Melissa Tract, a distance of 255.20 to a point for corner;

THENCE South 88 degrees 26 minutes 34 seconds East, continuing along said north line, a distance of 1181.74 to the POINT OF BEGINNING, containing 1,742,416 square feet, or 40.000 acres of land (the “Property”).

The Property is generally located east of State Highway 121, south of County Road 420, and north of the 121 Regional Disposal Facility in Melissa, Collin County, Texas. The City will consider bids offering cash. Bids must be for the purchase of fee simple title to the entire Property and not just for a portion thereof. No late bids will be accepted. The receipt of responses does not require the City to accept any bid, enter into a contract or to complete a sale or exchange.

Sealed bids will be received until 9:00 a.m., March 16, 2020 at the office of the City Manager of the City of Melissa, Melissa City Hall, 3411 Barker Avenue, Melissa, Texas 75454. No late bids will be accepted.

Bid packets containing instructions and forms for submitting sealed bids may be obtained on or after February 21, 2020, between the hours of 8:00 a.m. and 5:00 p.m. local time at the office of the City Manager, Melissa City Hall, 3411 Barker Avenue, Melissa, Texas 75454.

All sealed bids must be: (1) submitted in accordance with the requirements set forth in the bid packets; (2) submitted in a sealed envelope; (3) marked “SEALED BID: SALE
OF 48,000±-ACRE PROPERTY”; (4) addressed to the attention of Jason Little, City Manager; and (5) received no later than 9:00 a.m., March 16, 2020 at the office of the City Manager, Melissa City Hall, 3411 Barker Avenue, Melissa, Texas 75454.

The successful bidder must enter into a purchase agreement with the City of Melissa within sixty (60) days of award of the bid in a form approved by the City of Melissa, the form of which is available from the City of Melissa upon request. The purchase of the Property will be governed by the terms and conditions of the purchase agreement. Please be advised that the Property shall be subject to the use restrictions set forth in Exhibit A hereto; notwithstanding the foregoing, all bidders are responsible for verifying any applicable use restrictions on the Property and the City hereby disclaims any and all warranties regarding the same.

THE CITY OF MELISSA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS IN ITS SOLE DISCRETION.
CITY OF MELISSA, TEXAS

BID FORM

PURCHASE OF CITY-OWNED REAL PROPERTY

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Units</th>
<th>Qty.</th>
<th>Offered Price**</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Purchase of real property described within this document</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Request for Bid.

"I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: ________________________________

Address of Bidder: ________________________________

Telephone Number: ________________________________ Fax: ________________________________

E-mail address: __________________________________

By: ________________________________ (print name)

Title: ________________________________ Federal ID #/SSN #: ________________________________

Signature: ________________________________

** - in lieu of Offered Price, Proposer can detail method by which fair market value will be determined in the space below.
FIRST AMENDMENT TO DEED RESTRICTION

This FIRST AMENDMENT TO DEED RESTRICTION (this “Amendment”) is made and entered into as of the __ day of ________________, 2016, by the undersigned (the “Owner”), being all of the owners of that certain 88.898 acre tract in the City of Melissa, Collin County, Texas, as more particularly described in Exhibit A, attached hereto and incorporated herein (the “Property”).

RECITALS:

WHEREAS, the Owner’s predecessor in interest executed a Special Warranty Deed dated October 2, 2006 and filed of record under Document No. 20061024001337780 in the Real Property Records of Collin County, Texas (the “Deed”); and

WHEREAS, contained in the Deed is a statement which subjects the Property to the following restriction: the Property shall be “used for municipal purposes only” (the “Deed Restriction”); and

WHEREAS, the Owner desires to amend the Deed Restrictions as provided herein; and

WHEREAS, the Owner’s predecessor in interest, the North Texas Municipal Water District, consents to this Amendment, as evidenced by the signature of the North Texas Municipal Water District’s authorized representative below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner agrees as follows:

1. The Deed Restriction, which reads as follows:

   “The Property is to be used for municipal purposes only.”

is hereby deleted in its entirety and in lieu thereof the following is inserted:

   “Once developed, the Property is to be used for one or more of the following purposes only:

   Antenna and/or Antenna Support Structure, Commercial;

   Antenna and/or Antenna Support Structure, Non-Commercial;
Antenna, Stealth;
Automobile Paid Parking Lot/Garage;
Automobile Parking Lot/Garage;
Automobile Storage;
Cabinet/Upholstery Shop;
Concrete/Asphalt Batching Plant, Permanent;
Concrete/Asphalt Batching Plant, Temporary (Off-Site);
Construction Yard and Field Office, Temporary;
Contractor's Shop and/or Storage Yard;
Electrical Power Generating Plant;
Furniture Restoration;
General Manufacturing/Industrial Use Complying with Performance Standards;
Limited Assembly and Manufacturing Use Complying with Performance Standards;
Locksmith/Security System Company;
Machine Shop;
Municipal Uses Operated by the City;
Nursery, Major;
Nursery, Minor;
Outside Storage Display (Incidental Use);
Outside Storage and Display (Primary Use);
Print Shop, Major;
Print Shop, Minor;
Recreational Vehicle/Truck Parking Lot or Garage;
Recycling Center;
Recycling Collection Point;
School District Bus Yard;
Storage or Wholesale Warehouse;
Truck Terminal; and/or
Truck/Bus Repair.

The foregoing terms, as used herein, have the meanings ascribed to them in Exhibit B, attached hereto and incorporated herein. In the event that the Property is to be conveyed by the Owner to another party for any of the above-stated purposes, then the Owner shall provide written notice to such party of the existence of the adjacent NTMWD 121 Regional Disposal Facility which includes a compost operation (to the extent that the Facility and/or compost operation is still in operation at the time of conveyance) so that the party may investigate the suitability of the Property for its intended uses.

2. Except as herein provided, all of the terms, covenants, conditions and stipulations contained in the Deed, as amended, shall continue with like force and effect and to all legal intents and purposes.

EXECUTED on the date reflected below, but to be effective on the date set forth above.

OWNER:
CITY OF MELISSA, TEXAS,
a home-rule municipality

By:  
Jason Little, City Manager
Date: 11/9/2016

AGREED:
NORTH TEXAS MUNICIPAL WATER DISTRICT

By:  
Thomas W. Kula, Executive Director
Date: 11/21/2016
STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 9TH day of November 2016, by JASON LITTLE, City Manager of the City of Melissa, Texas.

[Signature]
Notary Public - State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 21ST day of November 2016, by THOMAS W. KULA, Executive Director of the North Texas Municipal Water District.

[Signature]
Notary Public - State of Texas

FIRST AMENDMENT TO DEED RESTRICTION

1977616
EXHIBIT A
Legal Description of the Property

BEING 68,984 acres of land situated in the Elm Creek Survey, Abstract No. 30 and the L.L. Lewis Survey, Abstract No. 546 of Collin County, Texas and being part of that certain 683,711 acres of land described as "TRIND" in a deed to North Texas Municipal Water District (hereinafter referred to as "NTMWD"), dated June 16, 1959 and recorded in County Clerk's File No. 84-00010612 of the Deed Records of Collin County, Texas (hereinafter referred to as "DRC") and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/4 inch iron rod found for the most Northerly Northwest corner of said 683,711 acres NTMWD tract as the center of County Road 84 and same being on the north line of that certain described 482.46 acres tract of land described as a deed to Rollins Living Trust, dated February 14, 1988 and recorded in Volume 5116, Page 3373, DRC;

THENCE: South 68deg, 36 mins. 36 secs. East, along the center of said County Road 84, with the northerly line of said 683,711 acres NTMWD tract and said Rollins tract, a distance of 1,883.62 feet to a 1/2 inch iron rod found for course and same being on the South line of that certain described 32.91 acres tract described as in a deed to Campbell Medicine and recorded in Volume 994, Page 597, DRC;

THENCE: South 68deg, 36 mins. 34 secs. East, along the center of said County Road 84, with the northerly line of said 683,711 acres NTMWD tract and said Medicine tract, a distance of 1,883.62 feet to a 1/2 inch iron rod found for course and same being on the North line of that certain described 32.91 acres tract as in a deed to Campbell Medicine and recorded in Volume 994, Page 597, DRC;

THENCE: South 6deg, 36 mins. 49 secs. West, along said Boundary Agreement Line, a distance of 1,883.62 feet to a 1/2 inch iron rod with a red plastic cap marked "RPL, 40" (Boundary Agreement Line \"Red Plastic Cap\") found same as fence corner post for the most Southernly point of said Boundary Agreement and the Southeast corner of that certain described 134.67 acres tract of land described in a deed to Robert G. Stewart and Nancy M. Reid, dated October 16, 1996 and recorded in County Clerk's File No. 96-000920, DRC, and same being the North line of that certain 52.687 acres tract as in a deed to Campbell Medicine and recorded in Volume 5116, Page 3373, DRC;

THENCE: Along the North line of said 52.687 acres Indicated North Drainage Area as follows:

 South 67deg, 31 mins. 11 secs. West, 294.38 feet to a 1/2 inch iron rod with cap, found for course;
 North 4deg, 49 mins. 32 secs. West, 467.09 feet to a 1/2 inch iron rod with cap, found for course;
 South 75deg, 49 mins. 32 secs. West, 238.49 feet to a 1/2 inch iron rod with cap, found for course;
 North 51deg, 16 mins. 55 secs. West, 239.36 feet to a 1/2 inch iron rod with cap, found for course;
 South 75deg, 49 mins. 32 secs. West, 239.36 feet to a 1/2 inch iron rod with cap, found for course;
 North 42deg, 36 mins. 56 secs. West, 255.87 feet to a 1/2 inch iron rod with cap, found for course;
 South 43deg, 46 mins. 55 secs. West, 241.49 feet to a 1/2 inch iron rod with cap, found for course;
 South 44deg, 46 mins. 55 secs. West, 241.49 feet to a 1/2 inch iron rod with cap, found for course;
 South 4deg, 17 mins. 55 secs. West, 240.40 feet to a 1/2 inch iron rod with cap, found for course;
 South 6deg, 17 mins. 55 secs. West, 240.40 feet to a 1/2 inch iron rod with cap, found for course;
 North 8deg, 17 mins. 55 secs. West, 239.36 feet to a 1/2 inch iron rod with cap, found for course;
 North 8deg, 17 mins. 55 secs. West, 239.36 feet to a 1/2 inch iron rod with cap, found for course;
 South 67deg, 31 mins. 11 secs. West, 294.38 feet to a 1/2 inch iron rod with cap, found for course;
 South 67deg, 31 mins. 11 secs. West, 294.38 feet to a 1/2 inch iron rod with cap, found for course;
 North 4deg, 49 mins. 32 secs. West, 467.09 feet to a 1/2 inch iron rod with cap, found for course;
 South 75deg, 49 mins. 32 secs. West, 238.49 feet to a 1/2 inch iron rod with cap, found for course;
 North 51deg, 16 mins. 55 secs. West, 239.36 feet to a 1/2 inch iron rod with cap, found for course;
 South 75deg, 49 mins. 32 secs. West, 239.36 feet to a 1/2 inch iron rod with cap, found for course;
 North 42deg, 36 mins. 56 secs. West, 255.87 feet to a 1/2 inch iron rod with cap, found for course;
 South 43deg, 46 mins. 55 secs. West, 241.49 feet to a 1/2 inch iron rod with cap, found for course;
 South 44deg, 46 mins. 55 secs. West, 241.49 feet to a 1/2 inch iron rod with cap, found for course;
 South 4deg, 17 mins. 55 secs. West, 240.40 feet to a 1/2 inch iron rod with cap, found for course;
 South 6deg, 17 mins. 55 secs. West, 240.40 feet to a 1/2 inch iron rod with cap, found for course;
 North 8deg, 17 mins. 55 secs. West, 239.36 feet to a 1/2 inch iron rod with cap, found for course;
 North 8deg, 17 mins. 55 secs. West, 239.36 feet to a 1/2 inch iron rod with cap, found for course;
 South 67deg, 31 mins. 11 secs. West, 294.38 feet to a 1/2 inch iron rod with cap, found for course;
EXHIBIT "A"

THENCE: North 36 deg. 20 min. 41 sec. West, along the North line of said 675.49 acre tract, a distance of 335.58 feet to a 1/4 inch iron rod with cap, found for the south Northwest corner of said 675.49 acre tract, on the Northwest line of State Highway No. 211 (400 foot Right-of-way) and same being the Northwest corner of said 675.714 acres (Tract 4) NTSWD tract;* 

THENCE: North 54 deg. 25 min. 00 sec. East (Perpendicular Bearing) along the common line of said 661.714 acres NTSWD tract and said Highway 211, a distance of 1490.92 feet to a 1/4 inch iron rod with cap found for corner; 

THENCE: North 73 deg. 46 min. 00 sec. East, along the common line of said 661.714 acres NTSWD tract and said Highway 211, a distance of 5466.45 feet to a 1/4 inch iron rod with cap found for corner; 

THENCE: North 54 deg. 17 min. 11 sec. East, along the common line of said 661.714 acres NTSWD tract and said Highway 211, a distance of 11.30 feet to the Point of Beginning and containing 0.001 acres of land, more or less.

Note:
1. The Reference Bearing for the above mentioned tract is described in North 54 deg. 25 min. 00 sec. East, along the Northwest line of said Highway 211 and the Northwest corner of said 675.49 acre tract.
2. This document was prepared under the Texas Land Title Association and is not intended to serve as a basis for any title dispute or other legal action.
3. The Survey Plan of equal date, accompanies this metes and bounds description.

Prepared Under My Hand and Seal.
This 26th Day of October, 2000.

[Signature]

[Notary Public]

FIRST AMENDMENT TO DEED RESTRICTION

PAGE 6 OF 11
EXHIBIT B
Defined Terms

**Antenna and/or Antenna Support Structure, Commercial.** An antenna and its support structure used for commercial broadcasting or telecommunication purposes. This definition shall also include a satellite dish exceeding twelve (12) feet in diameter and a microwave-transmitting tower. All radiating equipment must comply with Federal Communications Commission (FCC), Environmental Protection Agency (EPA), Occupational Health and Safety Administration (OSHA), and all other applicable State and Federal regulatory agency requirements and guidelines for human safety, as amended. This definition includes ancillary ground equipment.

**Antenna and/or Antenna Support Structure, Non-Commercial.** An instrument or device consisting of wires, poles, rods, or reflecting discs and its support structure not exceeding forty (40) feet in height above the ground elevation at the base of the support structure, designed for transmitting or receiving any portion of the radio, microwave or electromagnetic spectrum. This definition shall also include a satellite dish antenna not to exceed twelve (12) feet in diameter.

**Antenna, Stealth.** A Stealth Antenna is a commercial antenna that is designed to be non-obtrusive, or virtually transparent or invisible to the surrounding neighborhood. Stealth Antennas include, but are not limited to:

(A) Antennas within a building's attic space.
(B) Antennas on the roof of a minimum three-story building and not visible from the property line of the lot on which the antenna is located.
(C) Antennas on a public utility structure, such as a water tower or high transmission line support tower, and painted to match the structure.
(D) Antennas located within a structure such as a flagpole, church steeple, subdivision monument, clock tower, or similar architectural feature, and antennas leased on an athletic field light pole.

**Automobile Paid Parking Lot/Garage.** An area or structure where a fee is charged for parking automobiles and which serves as the primary use on the lot. This use does not include the storage of gasoline.

**Automobile Parking Lot/Garage.** An area or structure where the parking of automobiles serves as the primary use on the lot. This use does not include the storage of gasoline.

**Automobile Storage.** The storage on a lot or tract of operable automobiles for the purpose of holding such vehicles for sale, lease, distribution or storage.

**Cabinet/Upholstery Shop.** An establishment for the production, display, and sale of cabinets, furniture and soft coverings for furniture.
Concrete/Asphalt Batching Plant, Permanent. A permanent manufacturing facility for the production of concrete or asphalt.

Concrete/Asphalt Batching Plant, Temporary (Off-Site). A temporary manufacturing facility for the on-site production of concrete or asphalt during construction of an off-site project and to be removed when the project is completed. This definition does not include a concrete/asphalt batching plant, temporary (on-site).

Construction Yard and Field Office, Temporary. A building, structure, or storage/assembly yard used in conjunction with a development project for housing temporary supervisory or administrative functions related to development, construction, or the sale of real estate properties within the development and subject to removal at completion of construction.

Contractor's Shop and/or Storage Yard. A building, part of a building, or land area for the construction or storage (inside or out) of materials, tools, products and vehicle fleets.

Electrical Power Generating Plant. All equipment, fixtures, and property operated or maintained in connection with the production of electricity and transmission of electricity produced.

Furniture Restoration. A workshop that specializes in furniture refinishing, including the use of all materials, tools, and chemicals associated with the use.

General Manufacturing/Industrial Use Complying with Performance Standards. Manufacturing of finished products and component products or parts through the processing of materials or substances, including basic industrial processing. Such operations shall be determined by Health, Fire, and Chief Building Official not to be a hazard or nuisance to adjacent property or the community at large, due to the possible emission of excessive smoke, noise, gas, fumes, dust, odor or vibration, or the danger of fire, explosion or radiation.

Limited Assembly and Manufacturing Use Complying with Performance Standards. The fabrication, assembly, manufacturing, and packaging of finished products or parts, predominately from previously prepared materials, but excluding basic industrial processing. Such operations shall be determined by health, fire and building officials not to be a hazard or nuisance to adjacent property or the community at large, due to the possible emission of excessive smoke, noise, gas, fumes, dust, odor or vibration or the danger of fire, explosion or radiation.

Locksmith/Security System Company. Establishments primarily engaged in providing, installing, repairing, and/or monitoring locks and electronic security systems.

Machine Shop. A workshop where metal fabrication tools, including, but not limited to, lathes, presses, and mills, are used for making, finishing, or repairing machines or machine parts.

Municipal Uses Operated by the City. Any area, land, building, structure, and/or facility owned, used, leased, or operated by the City, including, but not limited to, administrative office,
maintenance facility, fire station, library, sewage treatment plant, police station, water tower, service center, park, and golf course.

*Nursery, Major.* An establishment for the cultivation and propagation, display, storage, and wholesale sale of large plants, shrubs, trees, and other materials used in indoor or outdoor plantings; and the contracting for installation and/or maintenance of landscape material as an accessory use. Outdoor display and storage is permitted.

*Nursery, Minor.* A wholesale business for the display and/or sale of trees, shrubs, flowers, ornamental plants, seeds, garden and lawn supplies, and other materials used in indoor and outdoor planting, without outside storage or display.

*Outside Merchandise Display, Incidental Use.* A temporary display of merchandise for sale outside of a building for no more than seventy-two (72) hours.

*Outside Storage and Display, Primary Use.* A primary use providing outdoor storage or display of commodities, materials, goods, equipment, vehicles, or merchandise in its normal day-to-day business activities. This definition excludes new and used sale or lease of automobiles, motorcycles, recreational vehicles, boats or personal watercrafts. This definition does not include temporary outside merchandise display, such as a sidewalk sale.

*Print Shop, Major.* An establishment specializing in long-run printing operations including, but not limited to, book, magazine, and newspaper publishing using engraving, die cutting, lithography and thermography processes.

*Print Shop, Minor.* An establishment specializing in short-run operations to produce newsletters, flyers, resumes, maps, construction documents and plans, and similar materials using photocopying, duplicating and blue printing processes. This definition shall include mailing and shipping services, but excludes the on-site storage of heavy load fleet vehicles.

*Recreational Vehicle/Truck Parking Lot or Garage.* An area or structure designed for the short or long term parking or storage of recreational vehicles, boats or heavy load vehicles.

*Recycling Center.* A facility in which recoverable resources, such as newspapers, glassware, and metal cans are collected, stored, flattened, crushed or bundled, essentially by hand within a completely enclosed building.

*Recycling Collection Point.* An incidental use that serves as a neighborhood drop-off point for temporary storage of recoverable resources. No processing of such items is allowed. This facility would generally be located in a shopping center parking lot or in other public/quasi-public areas such as in churches and schools.

*School District Bus Yard.* Any premises owned and/or operated by an independent school district used for the parking and storage of motor-driven buses.
Storage or Wholesale Warehouse. A building used primarily for the storage of goods and materials.

Truck Terminal. An area and building where cargo is stored and where trucks, including tractors and trailer units, load and unload cargo on a regular basis, including facilities for the temporary storage of loads prior to shipment.

Truck/Bus Repair. An establishment providing major and minor repair services to panel trucks, vans, trailers, recreational vehicles or buses.