CITY OF MELISSA
CITY COUNCIL REGULAR
MEETING AGENDA

Tuesday, October 27, 2026
Regular Meeting - 6:30 p.m.

City of Melissa City Hall
3411 Barker Avenue
Melissa, TX 75454

REGULAR MEETING AGENDA

1. CALL TO ORDER AND ROLL CALL

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS

A. Municipal Courts Week Proclamation

B. World Town Planning Day Proclamation

C. International Accounting Day Proclamation

4. PUBLIC COMMENTS - AGENDA ITEMS

This item is available for citizens to speak for up to 3 minutes on any item on the current agenda. General public comments can be made at the end of the Council meeting.

5. CONSENT AGENDA

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests and a majority of City Council are in favor, in which event the item will be removed from the Consent Agenda and placed in the section titled Consideration of Items Withdrawn From the Consent Agenda.

A. Consider the Minutes from the October 13, 2026 City Council Work Session and the October 13, 2026 City Council Regular Meeting. (HB)

B. Consider an Ordinance adopting the 2026 Certified Tax Roll Jurisdiction Summary. (CF)

C. Consider the Willow Grove Final Engineering Site Plan, consisting of 32.2313± acres of land situated in the John Emberson Survey, Abstract No. 294, and the Andrew Thomas Survey, Abstract No. 894, City of Melissa, Collin County, Texas, and generally located approximately 541 feet east of the intersection of Willow Grove Way and US Highway 75, City of Melissa, Collin County, Texas. (TL)

D. Consider authorizing the City Manager or his designee to execute a Chapter 380 Agreement with Bloomfield Homes. (GD)

6. CONSIDERATION OF ITEMS WITHDRAWN FROM CONSENT AGENDA

7. REGULAR AGENDA

A. Conduct a public hearing and consider an ordinance annexing, on application of the landowner, an area of land consisting of 1.680± acres of land, situated in the Jesse Stiff Survey, Abstract No. 792 and the James Fisher Survey, Abstract No. 304, Collin County, Texas, and generally located the intersection of Wildrose Drive and County Road 413, Collin County, Texas. (TL)

B. Conduct a public hearing and consider an ordinance annexing, on application of the landowner, an area of land consisting of 180.720± acres, situated in the Jesse Stiff Survey, Abstract No. 792 and the James Fisher Survey, Abstract No. 304, Collin County, Texas. (TL)

C. Conduct a public hearing and consider an ordinance amending Melissa's Zoning Ordinance, Ordinance No. 92-08, as amended, to rezone a tract of land consisting of 180.720± acres of land in the aggregate, heretofore zoned Agricultural District ("A"), provided that the property, generally located at the southeast corner of County Road 413 and County Road 471, Collin County, Texas is rezoned and placed in the Planned Development/Single Family Residential District 3 (“PD/SF-3”). (TL)

D. Take Any Action Necessary as a Result of the Executive Session held in Work Session.

8. PUBLIC COMMENTS - NON-AGENDA ITEMS

This item is available for citizens to speak for up to 3 minutes on any subject of which the City of Melissa has authority. However, no discussion or action, by law, may be taken on the topic unless and until properly posted on a future agenda

9. COUNCIL DISCUSSION

Council discussion with staff concerning any actions required by City Staff as a result of any item on tonight’s agenda.

10. ADJOURN

Certified

Certified to this the 20th day of October, 2026.

Posted: October 20, 2026 @ 5:30 p.m.

_____

Hope Baskin, City Secretary

If during the course of the meeting covered by this notice, the City Council should determine that a closed or executive meeting or session of the City Council or a consultation with the attorney for the City should be held or is required, then such closed or executive meeting or session or consultation with attorney as authorized by the Texas Open Meetings Act, Texas Government Code §551.001 et seq., will be held by the City Council at the date, hour and place given in this notice or as soon after the commencement of the meeting covered by this notice as the City Council may conveniently meet in such closed or executive meeting or session or consult with the attorney for the City concerning any and all subjects and for any and all purposes permitted by the Act, including, but not limited to, the following sanctions and purposes:

Texas Government Code Section:

551.087 Deliberations regarding Economic Development Negotiations
551.071 Private Consultation with the Attorney for the City
551.072 Discussing Purchase, Exchange, Lease or Value of Real Property
551.074 Discussing Personnel

In accordance with House Bill 1522, the budget for FY2026-2027 for the City of Melissa will raise more revenue from total property taxes than last year's budget by an amount of $1,526,613, which is a 8.39% percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $1,579,802.

TAXPAYER IMPACT:

Scenario		Median Taxable Homestead Value		Tax Rate	Estimated City Tax Bill	Change from Prior Year
Prior Year	FY2026	$ 451,807	2025	0.454116	$2,051.73	
Adopted Budget	FY2027	$ 432,453	2026	0.454116	$1,963.84	-$87.89
No-New Revenue Rate	FY2027	$ 432,453	2026	0.451047	$1,950.57	-$101.16
Voter Approved Rate	FY2027	$ 432,453	2026	0.491481	$2,125.42	$73.70

The adopted budget for FY 2026-2027 can be viewed on the City's website located at cityofmelissa.com under the Financial Transparency Tab

City of Melissa, Texas

Proclamation

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas;

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court;

WHEREAS, the City of Melissa Texas has hosted the Melissa Municipal Court since 1991;

WHEREAS, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the Melissa Municipal Court is a state court and its judges are members of the state judiciary;

WHEREAS, the procedures for the Melissa Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas;

WHEREAS, the City of Melissa is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

WHEREAS, Melissa Municipal Judges are not policy makers for the City of Melissa, but are bound by the law and the Canons of Judicial Conduct and are required to make decisions independent of the governing body of the City Council, city officials, and employees;

WHEREAS, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Melissa Municipal Court in complying with such legal requirements.

NOW, THEREFORE, I, Jay Northcut, Mayor of the City of Melissa, Texas hereby proclaim November 2-6, 2026 as

MUNICIPAL COURTS WEEK

in the City of Melissa, Texas and encourage all citizens to recognize the fair and impartial justice offered to our citizens by the Municipal Court of Melissa.

Dated in Melissa, Texas, this 27th day of October, 2026.

_____
JAY NORTHCUT, MAYOR

_____
HOPE BASKIN, CITY SECRETARY

City of Melissa, Texas

Proclamation

WHEREAS, communities thrive when thoughtful planning guides growth, balances development with preservation, and promotes the health, safety, and welfare of residents; and

WHEREAS, World Town Planning Day, observed annually on November 8, highlights the important contributions of planning professionals, elected officials, community stakeholders, and residents who work together to shape the future of our communities; and

WHEREAS, effective planning helps ensure that neighborhoods remain vibrant, infrastructure is maintained and expanded responsibly, economic opportunities are supported, natural resources are protected, and quality of life is enhanced for current and future generations; and

WHEREAS, local planning efforts provide a framework for managing growth, fostering sustainable development, encouraging public participation, and creating resilient communities capable of meeting future challenges; and

WHEREAS, the planning profession plays a critical role in advancing goals related to transportation, housing, parks and open space, environmental stewardship, public services, historic preservation, and economic development; and

WHEREAS, the City recognizes the dedication of planning professionals, planning and zoning commissioners, development professionals, and engaged citizens whose efforts contribute to a prosperous, safe, and well-planned community; and

WHEREAS, World Town Planning Day provides an opportunity to celebrate the value of comprehensive planning and to encourage continued collaboration in shaping a community that reflects the needs, aspirations, and values of all residents;

NOW, THEREFORE, I, Jay Northcut, Mayor of the City of Melissa, Texas, do hereby proclaim November 8, 2026, as

WORLD TOWN PLANNING DAY

in the City of Melissa, Texas, and encourage all residents to recognize the importance of planning in creating a vibrant, sustainable, and resilient community for generations to come.

Dated in Melissa, Texas, this 27th day of October, 2026.

_____
JAY NORTHCUT, MAYOR

_____
HOPE BASKIN, CITY SECRETARY

City of Melissa, Texas

Proclamation

WHEREAS, accounting professionals play a vital role in maintaining the financial integrity, transparency, and accountability of organizations in both the public and private sectors; and

WHEREAS, accountants, auditors, finance officers, and related professionals provide essential services that support sound fiscal management, informed decision-making, regulatory compliance, and the responsible stewardship of public resources; and

WHEREAS, local governments rely upon the dedication and expertise of accounting professionals to ensure that taxpayer funds are managed with accuracy, efficiency, and transparency, thereby fostering public trust and confidence in government operations; and

WHEREAS, the accounting profession contributes significantly to economic growth and community prosperity by helping businesses, nonprofits, and governmental entities remain fiscally responsible and sustainable; and

WHEREAS, International Accounting Day, observed annually on November 10, recognizes the contributions of accounting professionals worldwide and commemorates the publication of Luca Pacioli's seminal work on bookkeeping in 1494, which laid the foundation for modern accounting practices; and

WHEREAS, we acknowledge and celebrate the hardworking accounting professionals in the City of Melissa's Finance Department who serve our community and whose commitment to excellence strengthens the financial health and stability of our city;

NOW, THEREFORE, I, Jay Northcut, Mayor of the City of Melissa, Texas, do hereby proclaim November 10, 2026 as

INTERNATIONAL ACCOUNTING DAY

in the City of Melissa, Texas and encourage all residents to recognize and celebrate the valuable contributions of accounting professionals whose dedication, integrity, and expertise help ensure a strong financial future for our community.

Dated in Melissa, Texas, this 27th day of October, 2026.

_____
JAY NORTHCUT, MAYOR

_____
HOPE BASKIN, CITY SECRETARY

MINUTES

CITY OF MELISSA

CITY COUNCIL WORK SESSION

OCTOBER 13, 2026

5:15 PM

WORK SESSION AGENDA

1. **Call to Order**
   Mayor Northcut called the Work Session to order at 5:15 p.m.

2. **Roll Call**
   Mayor Jay Northcut, Mayor Pro Tem Craig Ackerman, Preston Taylor, Rendell Hendrickson, Dana Conklin and Sean Lehr were present. Joseph Armstrong was absent.

3. **Public Comments**
   There were no public comments.

4. **Discussion regarding any items on the Regular Agenda**
   Jason Little, City Manager, gave summaries of items 7A, 7B and 7G on the Regular Agenda.

   Tyra LaVerne, Director of Development Services, gave a summary of items 7C, 7D and 7E on the Regular Agenda.

   Terrell Smith, Assistant City Manager, gave a summary of item 7F on the Regular Agenda.

5. **Work Session Item(s)**

   A. Update regarding Legislative Priorities (KW)

   Kim Winarski, Assistant to the City Manager, gave an update regarding the City's Legislative Priorities for the upcoming 90th Texas Legislative Session.

   B. Recess into Executive Session in compliance with Section 551.001 et seq. Texas Government Code, to wit:

   I. 551.087 Deliberations regarding Economic Development Negotiations (Jesse Stiff Survey, Abstract 792, Sheet 1, Tract 9)

   II. 551.072 Discussing Purchase, Exchange, Lease, or Value of Real Property (1707 Harrison Street)

   Council Action:
   Motion was made by Rendell Hendrickson and seconded by Sean Lehr to Recess into Executive Session at 5:37 p.m.

   Vote: 6/0/0

   The following Staff were present for the Executive Session: Jason Little, Terrell Smith, Gail Dansby, Bridget Saxton, Nolan Harvey, and Hope Baskin.

C. Reconvene into Work Session

Council Action:
Motion was made by Dana Conklin and seconded by Sean Lehr to Reconvene into Work Session at 6:10 p.m.

Vote: 6/0/0

6. Discussion regarding any future agenda items

There was no discussion regarding future agenda items.

7. Adjourn

Mayor Northcut adjourned the Work Session at 6:10 p.m.

ATTEST:

_____ _____

Hope Baskin, City Secretary Jay Northcut, Mayor

MINUTES

CITY OF MELISSA

CITY COUNCIL REGULAR MEETING

OCTOBER 13, 2026

6:30 PM

REGULAR MEETING AGENDA

1. CALL TO ORDER AND ROLL CALL

Mayor Northcut called the Regular Meeting to order at 6:30 p.m.

Mayor Jay Northcut, Mayor Pro Tem Craig Ackerman, Preston Taylor, Rendell Hendrickson, Dana Conklin and Sean Lehr were present. Joseph Armstrong was absent.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Rendell Hendrickson gave the invocation.

3. PROCLAMATIONS AND PRESENTATIONS

There were no proclamations or presentations.

4. PUBLIC COMMENTS - AGENDA ITEMS

There were no public comments.

5. CONSENT AGENDA

A. Consider the Minutes from the September 22, 2026 City Council Work Session and the September 22, 2026 City Council Regular Meeting. (HB)

B. Consider authorizing the Mayor to execute the Municipal Court Judicial Services Agreement between the City of Melissa and Judge David Moore for the Municipal Court Judge. (GD)

C. Consider a Resolution setting a Public Hearing for the creation of a Public Improvement District and improvements within the City of Melissa for The Preserve residential development. (TS)

D. Consider authorizing the City Manager to execute a Release of Property from Facilities Agreement. (TL)

E. Authorize the City Manager or his designee to execute a contract with MuniCap, Inc for the administration of current and future City of Melissa Tax Increment Reinvestment Zones "TIRZ." (TS)

F. Consider a Resolution setting a date, time and place for a public hearing on the proposed voluntary annexation by the City of Melissa of the area of land consisting of 1.680±acres,

situated in the Jesse Stiff Survey, Abstract No. 792 and the James Fisher Survey, Abstract No. 792, Collin County, Texas. (TL)

G. Consider a Resolution setting a date, time and place for a public hearing on the proposed voluntary annexation by the City of Melissa of the area of land consisting of 180.720± acres, situated in the Jesse Stiff Survey, Abstract No. 792 and the James Fisher Survey, Abstract No. 304, Collin County, Texas. (TL)

H. Consider a Resolution setting a public hearing for the creation of a public improvement district and improvements within the Extraterritorial Jurisdiction of the City of Melissa for the Long Ranch residential development. (TS)

Council Action:
Motion was made by Craig Ackerman and seconded by Dana Conklin to Approve the Consent Agenda as noted.

Vote: 6/0/0

6. CONSIDERATION OF ITEMS WITHDRAWN FROM CONSENT AGENDA

There were no items withdrawn from the Consent Agenda.

7. REGULAR AGENDA

A. Conduct a public hearing and consider an Ordinance of the City Council of the City of Melissa, Texas accepting and approving a Service and Assessment Plan and Assessment Roll for the Vineyard Hills Estates Public Improvement District; making a finding of special benefit to the property in Phase #1 of the District; levying special assessments against property within Phase #1 of the District and establishing a lien on such property; providing for the method of assessment and the payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended, providing penalties and interest on delinquent assessments, providing for severability; and providing an effective date. (TS)

Mayor Northcut opened the Public Hearing at 6:32 p.m.

Council Action:
Motion was made by Craig Ackerman and seconded by Rendell Hendrickson to close the Public Hearing at 6:32 p.m.

Vote: 6/0/0

There was no further action taken on this item.

B. Conduct a public hearing regarding annexing, on application of the landowner, an area of land consisting of 1.680± acres of land, situated in the Jesse Stiff Survey, Abstract No. 792 and the James Fisher Survey, Abstract No. 304, Collin County, Texas, and generally located the intersection of Wildrose Drive and County Road 413, Collin County, Texas. (TL)

Mayor Northcut opened the Public Hearing at 6:33 p.m.

Tyra LaVerne, Director of Development Services, presented the item to Council stating that this item is the first of two required public hearings for the proposed annexation of approximately 1.680± acres of County Road 413 right-of-way into the City limits. The purpose of tonight's hearing is to provide information on the request and give the public an opportunity to comment. The second public hearing, along with City Council's consideration of the annexation, is scheduled for October 27, 2026. No action is being requested at this time beyond conducting the required public hearing.

Council Action:
Motion was made by Rendell Hendrickson and seconded by Sean Lehr to close the Public Hearing at 6:34 p.m.

Vote: 6/0/0

There was no further action taken on this item.

C. Conduct a public hearing and consider an ordinance annexing, on application of the landowner, an area of land consisting of 23.262± acres of land, situated in the Jacob Gragg Survey, Abstract No. 339, Collin County, Texas, and generally located at the northeast corner of US 75 and Throckmorton Road, City of Melissa, Collin County, Texas. (TL)

Mayor Northcut opened the Public Hearing at 6:35 p.m.

Tyra LaVerne presented items 7C and 7D to Council stating that item 7C is a request to voluntarily annex 23.626 acres and 7D is a request to establish a Planned Development (PD). The applicant is requesting approval of a PD. The purpose of the PD is to allow the development of a business park that provides flexibility for a variety of commercial uses. The subject property consists of two tracts. The eastern tract is currently within the City of Melissa's city limits. The western tract, located along U.S. Highway 75, is currently outside the city limits and is proposed for annexation. City Council previously approved a Letter of Intent (LOI) for the annexation and development of these properties, and the applicant is currently working through the annexation and development agreement process with the City Council.
The PD generally follows the development standards of the Commercial Corridor Overlay District (CC/O) and General Commercial ("C-2") district. The PD also establishes specific development standards that would supersede the CC/O and C-2 regulations where conflicts exist. The PD would allow all uses allowed within the CC/O District and additionally allow several business park and industrial-related uses while prohibiting certain other uses. The proposal also includes limited modifications to setbacks, impervious coverage, and parking placement while maintaining landscaping, screening, and architectural standards established by the CC/O. The applicant has provided two options for site layout and elevations.
The Planning and Zoning Commission recommended approval by a vote of 7-0-0.
Staff received one letter of support for this item.

Council Action:

Motion was made by Rendell Hendrickson and seconded by Sean Lehr to close the Public Hearing at 6:38 p.m.

Vote: 6/0/0

Council Action:
Motion was made by Dana Conklin and seconded by Preston Taylor to Approve an ordinance annexing, on application of the landowner, an area of land consisting of 23.262± acres as noted conditioned upon final agreements completed.

Vote: 6/0/0

D. Conduct a public hearing and consider an ordinance to amend Melissa's Zoning Ordinance, Ordinance No. 92-08, as amended, to rezone a tract of land consisting of 47.784± acres of land in the aggregate, generally located at the northeast corner of US 75 and Throckmorton Road, City of Melissa, Collin County, Texas, heretofore zoned Agricultural District ("A") within the Commercial Corridor Overlay District ("CC/O") zoning classification; providing that the property is rezoned and placed in the Planned Development/General Commercial District ("PD/C-2") within the Commercial Corridor Overlay District ("CC/O"). (TL)

Mayor Northcut opened the Public Hearing at 6:39 p.m.

Council Action:
Motion was made by Preston Taylor and seconded by Sean Lehr to close the Public Hearing at 6:40 p.m.

Vote: 6/0/0

Council Action:
Motion was made by Dana Conklin and seconded by Sean Lehr to Approve an ordinance to amend Melissa's Zoning Ordinance, Ordinance No. 92-08 as noted conditioned upon final agreements completed.

Vote: 6/0/0

E. Conduct a public hearing and consider an ordinance amending Melissa's Zoning Ordinance, Ordinance No. 92-08, as amended, to rezone a tract of land consisting of 18.237± acres of land in the aggregate, heretofore zoned Planned Development/Multi-Family ("PD/MF"), provided that the property, generally located approximately 1,174 feet southwest of the intersection of E Melissa Road and Bryant Street, City of Melissa, Collin County, Texas is rezoned and placed in the Planned Development/Multi-Family ("PD/MF") to Planned Development/Restricted Commercial District/Townhome Residential District ("PD/C-1/TH"). (TL)

Mayor Northcut opened the Public Hearing at 6:41 p.m.

Tyra LaVerne presented the item to Council stating that the applicant is requesting approval to rezone the subject property from Planned Development/Multi-Family ("PD/MF") to a Planned Development/Restricted General Commercial/Townhome Residential District ("PD/C-1/TH"). The proposal includes a mix of commercial development along East Melissa Road and a townhome community supported by open space, amenities, and a community center. The townhome portion would allow a maximum density of 8.33 dwelling units per acre, with no more than 150 residential units.
As part of the rezoning request, the applicant is seeking development standard deviations. The townhome portion of the site, including reductions to lot area, lot depth, and setback requirements are being requested.
The Planning and Zoning Commission recommended approval by a vote of 7-0-0.

Council Action:
Motion was made by Craig Ackerman and seconded by Sean Lehr to close the Public Hearing at 6:43 p.m.

Vote: 6/0/0

Council Action:
Motion was made by Rendell Hendrickson and seconded by Sean Lehr to Approve an ordinance amending Melissa's Zoning Ordinance as noted.

Vote: 6/0/0

F. Consider an Ordinance, amending the Code of Ordinances, Ordinance No. 92-04, as amended, Chapter 11 (Utilities & Solid Waste) to add Article 11.4000 (Municipal Drainage Utility System); Establishing a Municipal Drainage Utility System in the City of Melissa pursuant to Chapter 552, Subchapter C of the Texas Local Government Code; Declaring Drainage of the City to be a Public Utility; Providing for Drainage Service, Billing Procedures, Exemptions, Drainage Charges, Appeals and Enforcement; Providing a penalty clause with a maximum fine of $500; Providing a savings/repealing clause; Providing an effective Date; and providing for the publication of the caption hereof.

Mayor Northcut opened the Public Hearing at 6:44 p.m.

Terrell Smith, Assistant City Manager, presented the item to Council stating that pursuant Chapter 552, Subchapter C of the Texas Local Government Codes, municipalities have an ability to establish a municipal drainage fund related to drainage improvements. As part of the establishment of the drainage fund, the city must hold a public hearing and has issued three public notices as required by statute. Approval of this ordinance does not implement new fees for FY2027 and does not impact current budget appropriations. Future fees will be conversations in future budget discussions.

Council Action:
Motion was made by Craig Ackerman and seconded by Preston Taylor to close the Public Hearing at 6:45 p.m.

Vote: 6/0/0

Council Action:
Motion was made by Craig Ackerman and seconded by Sean Lehr to Approve an Ordinance amending the Code of Ordinances as noted.

Vote: 6/0/0

G. Consider a Resolution directing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation for Park, Public Safety and Public Work Projects; and Resolving Other Matters Related to the Subject. (TS)

Terrell Smith presented the item to Council stating that the resolution is for Notice of Intent to issue bonds continuing the City's Capital Improvement Program. This sale will fund the following projects: Melissa Athletic Center Construction and Z-Plex Build Out, East Water Take Point Facility, Stiff Creek Lift Station Design, and Property and Land Acquisition. The maximum principal amount related to this sale is $66,600,000. Funding for these projects are identified through the MCEDC portion of sales tax collection, TIRZ #1, and water/wastewater revenue. These projects do not have an impact on current residents or property taxes.
The attached Notice was drafted by the City's Bond Counsel and reviewed by the City's Financial Advisor. Should the NOI be approved, the required publications will begin, and a final ordinance for the sale would be scheduled for December 2026.

Council Action:
Motion was made by Craig Ackerman and seconded by Dana Conklin to Approve the resolution directing publication of notice of intention to issue combination tax and revenue certificates of obligation for street, park and water projects; and resolving other matters relating to the subject.

Vote: 6/0/0

8. PUBLIC COMMENTS - NON-AGENDA ITEMS

There were no public comments.

9. COUNCIL DISCUSSION

There was no Council discussion.

10. ADJOURN

Mayor Northcut adjourned the Regular Meeting at 6:47 p.m.

ATTEST:

_____ _____

Hope Baskin, City Secretary Jay Northcut, Mayor

Item 5.B

City of Melissa City Council Regular Meeting Staff Report

Date October 27, 2026

Subject Consider an Ordinance adopting the 2026 Certified Tax Roll Jurisdiction Summary. (CF)

Submitted by Cheryl Fields, Finance Director

Action Requested

Consider and act upon an Ordinance adopting the 2026 Certified Tax Roll Jurisdiction Summary.

Summary of Subject

Adopting the 2026 Certified Tax Roll Jurisdiction as part of the Texas Property Tax Code prepared by the Collin County Tax Assessor Collector. This is a housekeeping item as it is a formality in the Texas Property Tax Code to finalize the 2026 Tax Roll for the City of Melissa.

Staff Recommendation

Staff recommends adopting the Ordinance.

Supporting Documents

1. Ordinance Adopting Tax Roll Summary 2026.doc
2. Ordinance Adopting 2026 Tax Roll - Letter.pdf

CITY OF MELISSA, TEXAS ORDINANCE NO. 2027-XX

AN ORDINANCE OF THE CITY OF MELISSA, TEXAS, ADOPTING THE 2026 CERTIFIED TAX ROLL JURISDICTION SUMMARY FOR THE CITY OF MELISSA; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City Council of the City of Melissa, Texas, and (the City Council") has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Melissa, Texas ("Melissa") to adopt the 2026 Certified Tax Roll Jurisdiction Summary for Melissa as set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Adoption of 2026 Certified Tax Roll Jurisdiction Summary. The 2026 Certified Tax Roll Jurisdiction Summary and attached hereto and incorporated herein for all purposes as Exhibit "A" is hereby adopted.

SECTION 3: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4: Severability. Should any section, subsection, clause or phrase of this Ordinance be declared unconstitutional or invalid by any court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full for force and effect. Melissa hereby declares that it would have passed this Ordinance, and each section, subsection, clauses and phrases be declared unconstitutional or invalid.

SECTION 5: Effective Date. This Ordinance shall be effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS, ON THIS 27TH DAY OF OCTOBER, 2026.

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JAY NORTHCUT, Mayor

ATTEST:

_____
HOPE BASKIN, City Secretary

SCOTT GRIGG
TAX ASSESSOR COLLECTOR
COLLIN COUNTY
2300 Bloomdale Road, Ste. 2366
P.O. Box 8046
McKinney, TX 75070-8046
(972) 547-5020
FAX (214) 491-4808
Email: **sgrigg@co.collin.tx.us**

October 1, 2026

Jay Northcut, Mayor
City of Melissa
3411 Barker Avenue
Melissa, TX 75454

Dear Mayor Northcut,

Attached is the 2026 Tax Roll Summary for City of Melissa.

Submission of the 2026 Tax Roll to your governing body for approval, in accordance with *Texas Property Tax Code*, Section 26.09, will constitute the 2026 Tax Roll for City of Melissa.

Please provide my office a copy of your ordinance approving the Tax Roll at your earliest convenience. While this is a formality in the Texas Property Tax Code, we do want to fulfill the requirements of the law and do appreciate your cooperation.

Please feel free to reach out to me if I can be of any assistance or answer any questions.

Sincerely,

Scott Grigg

Scott Grigg, CFE, CTOP, PCC, PCAC

SG:jd

cc: Jason Little
Gail Dansby
Cheryl Fields

2026 TAX ROLL SUMMARY 16 - MELISSA CITY

		Amount		Count
NUMBER OF ACCOUNTS				11,541
MARKET VALUES				
ROLLCODE: PERSONAL				
Personal		$195,820,511		
ROLLCODE: REAL				
Agriculture		$152,195,406		
Improvement		$2,873,134,382		
Improvement Non-Home Site		$1,098,161,256		
Land		$1,245,424,465		
Land Ag Land		$156,298		
Land Non-Home Site		$533,428,990		
	TOTAL MARKET VALUE		**$6,098,321,308**	
DEFERRALS				
Ag		$152,195,406		88
	TOTAL DEFERRALS		**$152,195,406**	
EXEMPTIONS				
145(b) - Single Situs Single Owner		$25,580,863		431
145(d) - Multiple Situs Leases		$20,669		3
145(d1) - Multiple Situs Consignment		$566,699		6
145(f) - Single Situs Related Business		$250,000		5
23.231 Circuit Breaker Limitation		$63,127,705		363
Absolute Exemption		$212,050		1
Absolute Exemption , XN , XN		$0		1
Autos , XO , PPV , XO , PPV		$24,281,223		28
Cap Adjustment , XT , XT		$13,945,731		226
Disabled		$1,628,550		61
Disabled Veteran		$119,528,263		485
Freeport		$136,103		1
Historic Site		$0		2
Homestead		$168,573,116		6,171
Miscellaneous , XV , XV		$445,368,358		523
Over 65		$24,779,238		900
Pollution Control		$492,703		3
Solar/Wind		$255,460		16
Surviving Spouse Disabled Person		$0		1
	TOTAL EXEMPTIONS		**$888,746,731**	
GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS			**$1,040,942,137**	
TOTAL MARKET VALUE			**$6,098,321,308**	
TAXABLE VALUE			**$5,057,379,171**	
TAX RATE			**0.454116**	
ROLLCODE: PERSONAL				
Levy		$655,108.74		450
ROLLCODE: REAL				
Levy		$22,199,056.38		11,091
	TOTAL LEVY		**$22,854,165.12**	
LEVY LOST DUE TO FROZEN			**$112,201.34**	

2026 TAX ROLL SUMMARY 16 - MELISSA CITY

OTHER LOST LEVY	**$0.00**
TOTAL LOST LEVY	**$112,201.34**

Calculation Analysis

	Calc Levy	- Tax Amount	= Diff.	Market Value	Exemption	Taxable Value
Frozen	1,452,099.91	1,339,898.57	112,201.34	396,540,034	76,775,939	319,764,095
DV100 (Excl. Frozen)	7,429.64	7,429.64	0.00	97,675,611	95,492,210	2,183,401
Prorated (Excl. Frozen	0.00	0.00	0.00	0	0	0
Other	21,506,836.91	21,506,836.91	0.00	5,604,105,663	868,673,988	4,735,431,675
Total	22,966,366.46	22,854,165.12	112,201.34	6,098,321,308	1,040,942,137	5,057,379,171
DV100 (Incl. Frozen)	0.00	0.00	0.00	19,890,199	19,782,083	108,116
Prorated (Incl. Frozen	0.00	0.00	0.00	0	0	0

Item 5.C

City of Melissa City Council Regular Meeting Staff Report

Date October 27, 2026

Subject Consider the Willow Grove Final Engineering Site Plan, consisting of 32.2313± acres of land situated in the John Emberson Survey, Abstract No. 294, and the Andrew Thomas Survey, Abstract No. 894, City of Melissa, Collin County, Texas, and generally located approximately 541 feet east of the intersection of Willow Grove Way and US Highway 75, City of Melissa, Collin County, Texas. (TL)

Submitted by Tyra LaVerne, Director of Development Services

Action Requested
Consider the Willow Grove Final Engineering Site Plan.

Summary of Subject
City Staff has reviewed this Final Engineering Site Plan for compliance with City Code and zoning on the tract.
All comments have been addressed and this Final Engineering Site Plan complies with Code and the zoning on the tract.

Link to full civil plans: https://cityofmelissa-my.sharepoint.com/:b:/p/tlaverne/IQCsebBhBnZNQKmfCZVqe517AcO4hwnt4oVUmhwvqfo9bec?e=g424Zh

The Planning and Zoning Commission recommended approval by a vote of 5/0/0.

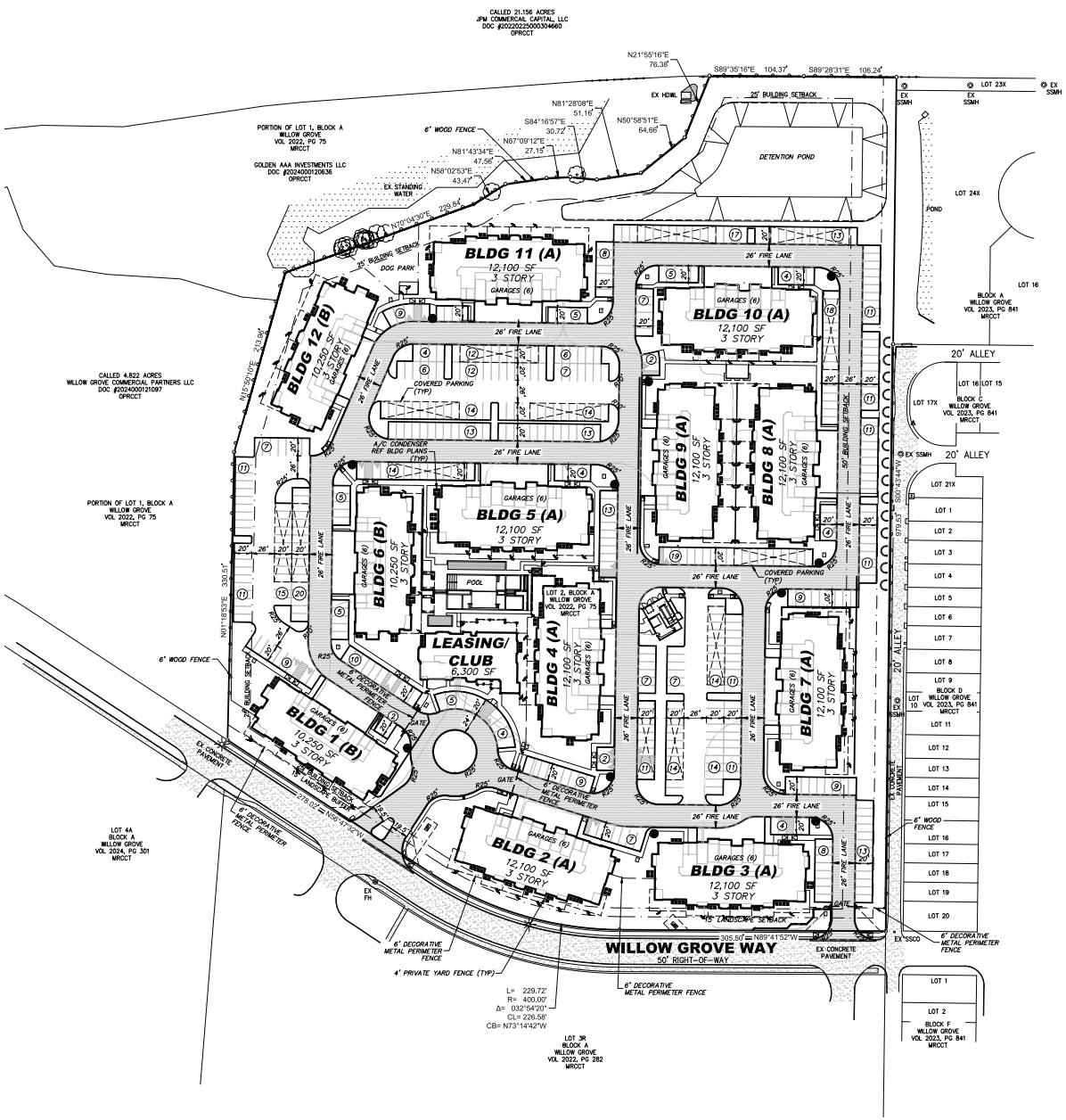
Comprehensive Plan Comments
The land use complies with the zoning district and subject tract.

Staff Recommendation
Staff recommends approval of this Final Engineering Site Plan.

Supporting Documents
1. Location of Subject Tract_Wllow Grove.docx
2. Final Site Plan_Willow Grove..pdf

Location of Subject Tract





LEGEND

- FIRE LANE
- MASONRY SCREEN WALL
- METAL FENCE
- WOOD FENCE
- A/C COMPRESSOR

N

0 30' 60' 120'

1" = 60'

SITE DATA SUMMARY

	REQUIRED	PROPOSED
LOT AREA (SQ. FT.)		14.13 ACRES (615,396 SQ. FT.)
ZONING	PD/C-2 (COMMERICAL-2)	PD/C-2 (COMMERICAL-2)
USE	CURRENT - UNDEVELOPED	MULTI-FAMILY
MINIMUM LOT WIDTH (ft)	NONE	±757.75
MINIMUM LOT DEPTH (ft)	NONE	979.53
FRONT YARD SETBACK (ft)	20	20
SIDE YARD SETBACK (ft)/INTERIOR	10	10
SIDE YARD SETBACK (ft)/CORNER	25	25
REAR YARD SETBACK (ft)	20	20
MAXIMUM HEIGHT (Stories or ft)	4 STORIES	3 STORIES
MAXIMUM LOT COVERAGE (%)	50	24
MINIMUM DWELLING SIZE (SQ. FT.)	SEE BUILDING & PARKING TABLE	SEE BUILDING & PARKING TABLE
MAXIMUM DENSITY PER ACRE	25/ACRE	24/ACRE
PARKING	SEE BUILDING & PARKING TABLE	SEE BUILDING & PARKING TABLE

BUILDING & PARKING DATA

UNIT	AREA PER UNIT	BUILDINGS 1 (B)	2 (A)	3 (A)	4 (A)	5 (A)	6 (B)	7 (A)	8 (A)	9 (A)	10 (A)	11 (A)	12 (B)	CLUB	TOTAL
1 BEDROOM APARTMENT	800 SF	6	24	24	24	24	6	24	24	24	24	24	6		234
2 BEDROOM APARTMENT	1021 – 1,163 SF	10	6	6	6	6	10	6	6	6	6	6	10		84
3 BEDROOM APARTMENT	1,302 SF	6	0	0	0	0	6	0	0	0	0	0	6		18
TOTAL UNITS		22	30	30	30	30	22	30	30	30	30	30	22		336
TOTAL ENCLOSED FLOOR AREA (SF)		22,822	26,178	26,178	26,178	26,178	22,822	26,178	26,178	26,178	26,178	26,178	22,822	6,304	310,372
BUILDING FOOTPRINT (SF)		10,246	12,213	12,213	12,213	12,213	10,246	12,213	12,213	12,213	12,213	12,213	10,246	6,304	146,959
MAXIMUM BUILDING HEIGHT (FT)		50'0"	50'0"	50'0"	50'0"	50'0"	50'0"	50'0"	50'0"	50'0"	50'0"	50'0"	50'0"	-	
REQUIRED PARKING															
1 BEDROOM (1.50 SPACES/UNIT)		9	36	36	36	36	9	36	36	36	36	36	9		351.0
2 BEDROOM (2.00 SPACES/UNIT)		20	12	12	12	12	20	12	12	12	12	12	20		168.0
3 BEDROOM (2.00 SPACES/UNIT)		12	0	0	0	0	12	0	0	0	0	0	12		36.0
TOTAL		41	48	48	48	48	41	48	48	48	48	48	41		555
PARKING PROVIDED															
GARAGE SPACES		6	6	6	6	6	6	6	6	6	6	6	6		72
COVERED SPACES															129
SURFACE SPACES															382
TOTAL															583

SITE PLAN

WILLOW GROVE MULTI-FAMILY

315 WILLOW GROVE WAY

CITY OF MELISSA, TEXAS

PRELIMINARY
FOR REVIEW ONLY

THESE DOCUMENTS ARE FOR REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMITTING. THEY HAVE BEEN PREPARED BY OR UNDER THE SUPERVISION OF DANIEL B. STEWART, P.E.

P.E. NO.: 107767
DATE: 08/05/26

ENGINEERING
DEC
5300 TOWN & COUNTRY BOULEVARD, SUITE 150
FRISCO, TEXAS 75034
469-452-0000 | dec-eng.com
TBPE FIRM NO. F-22235

ISSUE DATE	DEC FILE NO.
08/05/26	10057
CITY FILE NO.	SHEET NO.
-	C3.1

Item 5.D

City of Melissa City Council Regular Meeting Staff Report

Date October 27, 2026

Subject Consider authorizing the City Manager or his designee to execute a Chapter 380 Agreement with Bloomfield Homes. (GD)

Submitted by Gail Dansby, Executive Director of Administrative Services

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Summary of Subject

Bloomfield Homes (Brookside neighborhood) and the City entered into a Chapter 380 Agreement in January 2017 and will terminate after the 10-year term on December 31, 2026. Bloomfield Homes has recently requested the City consider entering into another Chapter 380 agreement whereby the sales taxes on the building materials for each home they build in Melissa will be directed to Melissa. In exchange, the City will rebate a portion of the sales taxes that would otherwise not be collected by Melissa back to Bloomfield Homes. This system is authorized by the State of Texas through a Direct Payment Permit that will allow them to partner with the Cities where construction occurs and begin self-assessing and paying local use taxes on materials (based on the tax rates at job site) as opposed to paying sales tax directly to suppliers. This agreement will mirror what the City previously approved with Bloomfield Homes in 2017. During the initial agreement the City rebated $172,075.40 back to date to Bloomfield, kept approximately $43k along with $215,04.25 that was distributed to 4B, 4A, CCD and FPD within that 10 year period.

The 380 grant program would rebate 80% of the 1% general fund sales tax to Bloomfield. The remaining 1% shared with 4B, Crime Control District and Fire Prevention District is not impacted. Those entities will benefit from this agreement. The 20% that the City's general fund receives more than covers the direct cost for the administration of the grant, and as mentioned above, the other entities see direct benefit that would otherwise not be realized.

Staff Recommendation

Staff recommends authorizing the City Manager or his designee to execute the agreement.

Supporting Documents

1. Melissa Chapter 380 Agreement Bloomfield Homes, L.P. Effective January 1 2027.docx

CHAPTER 380 GRANT AGREEMENT BETWEEN
THE CITY OF MELISSA, TEXAS AND BLOOMFIELD HOMES, L.P.

This **CHAPTER 380 GRANT AGREEMENT** ("Agreement") is made by and between the City of Melissa, Texas, a home-rule municipality ("City"), and Bloomfield Homes, L.P., a Texas limited partnership ("Company"), acting by and through their respective authorized officers and representatives.

WHEREAS, the City Council of the City of Melissa, Texas ("City Council") has investigated and determined that it is in the best interest of the City and its citizens to encourage programs, including programs for making loans and grants of public money, to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380 of the Texas Local Government Code, as amended ("Chapter 380"); and

WHEREAS, the Company will be engaged in the business of purchasing building materials for its use on construction projects within the City; and

WHEREAS, the Company has advised that it desires to partner with the City, and an agreement by the City to provide an economic development grant to the Company would be a contributing factor in inducing the Company to purchase items using a Texas Direct Payment Permit and would generate economic development and local use tax revenue for the City which would otherwise not be available to the City; and

WHEREAS, the Company desires to purchase and use new building materials within the City that will generate additional economic development and use tax revenue for the City; and

WHEREAS, the City Council has investigated and determined that the Company meets the criteria for providing the grants (hereinafter defined) pursuant to Chapter 380 based on, among other things, the Company: (i) acquiring properties for development and constructing improvements thereon; (ii) adding taxable improvements to real property in the City; and (iii) creating employment opportunities for the citizens of the City ("Approved Project"); and

WHEREAS, the City has concluded that the Approved Project qualifies for a Grant under Chapter 380; and

WHEREAS, with the approval of this Agreement, the City hereby establishes a program authorized by Chapter 380 to encourage and induce the generation of local use tax; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's citizens and will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

1.01 For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City" shall mean the City of Melissa, Texas.

"Company" shall mean Bloomfield Homes, L.P.

"Commencement Date" shall mean January 1, 2027.

"Effective Date" shall mean January 1, 2027.

"Direct Payment Permit" also referred to herein as a "Texas Direct Payment Permit" shall mean that permit issued by the State of Texas authorizing Company to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of Company's taxable purchases. Rule 3.288 of the Texas Administrative Code defines the requirements and responsibilities of Texas Direct Payment Permit holders along with any amendments, permutations, or recodifications of such Code or Rules whether renaming such permits or otherwise modifying such provisions.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

"Force Majeure" shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the party.

"Program" shall mean the economic incentive program established by the City pursuant to Chapter 380.

"Program Grant" shall mean the periodic payments paid by the City to the Company in accordance with Section 3 of this Agreement.

"Grant Period" shall mean consecutive six (6) month periods during the term of this Agreement, except that the first Grant Period shall begin on the Effective Date and continue through and include the last day of June 2027 following the Effective Date. For illustration purposes, assume the Effective Date is January 1, 2027 then the first Grant Period would begin on January 1, 2027 and continue through and include June 30, 2027. The next Grant

Period would begin on July 1, 2027 and continue through and include December 31, 2027. The final Grant Period for the initial 10-year term of the Agreement would be from July 1, 2036 and end on December 31, 2036.

"Taxable Items" shall have the same meaning assigned by Sections 151.010 and 151.0101, TEX. TAX CODE, as amended.

"Impositions" shall mean all use taxes that may be imposed by public or governmental authority on the Company or any taxable items purchased and used by Company within the City.

"Use Tax Receipts" shall mean the City's receipts from the State of Texas from the collection of one percent (1%) general city use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code, attributed to the collection of use tax by Company associated with the issuance of Company's Texas Direct Payment for Taxable Items used or consumed in the City.

"Use Tax Certificate" shall mean a certificate or other statement in a form reasonably acceptable to the City setting forth the Company's collection of use tax imposed by and received by the City from the State of Texas, for the use of Taxable Items by Company in the City for the applicable calendar month during Grant Period which are to be used to determine Company's eligibility for a Grant, together with such supporting documentation required herein, and as City may reasonably request.

ARTICLE II
TERM

2.01 Term. The term of this Agreement shall begin on the Effective Date and continue for a ten (10) year period.

2.02 This Agreement shall remain in effect until City has made the Program Grants set forth in Section 3 of the Agreement, or until otherwise terminated under the provisions of this Agreement.

2.03 This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

ARTICLE III
ECONOMIC DEVELOPMENT GRANT

3.01 Grant. Subject to the Company's continued compliance of all the terms and conditions of this Agreement, the City agrees to provide Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to eighty percent (80%) of the Use Tax Receipts, as previously defined herein (the "Grant"). The Grant will never

include any monies the Company pays or owes to the State of Texas for any penalties for late payments, failures to report in a timely manner, and the like, related to the Use Tax Receipts.

3.02 Grant Payment. The City shall, within forty-five (45) calendar days after receipt of the actual Use Tax Receipts for each grant period covered by a Use Tax Certificate submitted by Company pursuant to Section 4.01, pay the Grant for the applicable grant period to the Company.

3.03 Amended Returns and Audits. In the event the Company files an amended use tax return, or report, or if additional use tax is due and owing, as a result of an audit conducted by the State of Texas that increases the Use Tax Receipts for a previous period covered within the term of this agreement, the Grant payment for the grant period immediately following such State approved amendment shall be adjusted accordingly, provided the City must have received the Use Tax Receipts attributed to such adjustment. As a condition precedent to payment of such adjustment, Company shall provide City with a copy of such amended use tax report, tax return or audit adjustment, and the approval thereof by the State of Texas.

3.04 Refunds. In the event the State of Texas determines that the City erroneously received Use Tax Receipts, or that the amount of use tax paid to the City exceeds the correct amount of use tax for a previous Grant paid to the Company, the Company shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Grant exceeded the amount to which the Company was entitled pursuant to such State of Texas determination, pay such amount to the City. The City may at its option adjust the Grant payment for the grant period immediately following such State of Texas determination to deduct there from the amount of the overpayment. As a condition precedent to payment of such refund, the City shall provide Company with a copy of such determination by the State of Texas.

3.05 Employment of Undocumented Workers. During the Term of this Agreement, the Company agrees not to knowingly directly employ any undocumented workers and if convicted of a violation under 8 U.S.C. § 1324a(f), the Company shall repay the amount of the Grants and any other funds received by the Company from the City as of the date of such violation within one hundred twenty (120) business days after the date the Company is notified by the City of such violation, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) at its prime or base commercial lending rate, from the date of such notice until paid.

ARTICLE IV
DOCUMENTATION SUPPORTING THE ECONOMIC DEVELOPMENT GRANT

The conditions contained in this Article IV are conditions precedent to the City's obligation to make any Grant payment.

4.01 Use Tax Certificate. During the term of this Agreement, the Company shall within thirty (30) days after the end of each grant period, provide the City with a Use Tax Certificate relating to such grant period. The City shall have no duty to calculate the Use Tax Receipts or

determine Company's entitlement to any Grant for a grant period or pay any Grant for a grant period during the term of this Agreement until such time as Company has provided the City a Use Tax Certificate for such grant period along with a use tax report from the Texas State Comptroller for the applicable months within the grant period and the City has received the actual Use Tax Receipts from the State of Texas attributable to such grant period. Company shall provide such additional documentation as may be reasonably requested by City to evidence, support and establish the use tax paid directly to the State of Texas pursuant to Company's Direct Payment Permit. The Use Tax Certificate for each grant period shall at a minimum contain, include or be accompanied by the following:

a. A copy of all Texas Direct Payment Permit and self-assessment use tax returns and reports, use tax audit assessments, including amended use tax returns or reports, filed by the Company for such months within the grant period showing use tax paid directly to the State of Texas related to Company's operations for such grant period; and

b. Information concerning any refund or credit received by the Company of use tax paid by the Company which has previously been reported by the Company as use tax paid for a previous grant period within the term of this agreement.

Company will provide to City the Use Tax Certificates from time to time pursuant to the terms of the Agreement, which are confidential ("Confidential Information") and, except as otherwise provided herein, may not be disclosed to a third party without the Company's consent. To the extent that any disclosure of the Confidential Information may be required by law (such as in response to a public information request or subpoena), City will use reasonable efforts to inform Company of the request in sufficient time for Company to assert any objection it may have to such disclosure to an appropriate judicial or administrative body.

4.02 City must have received a Use Tax Certificate for the grant period for which payment of a Grant is requested, and City must have received the actual Use Tax Receipts for such calendar grant period.

4.03 The Company intends to issue its Texas Direct Payment Permit to specific suppliers or vendors that provide large quantities of building materials or other tangible personal property.

4.04 The Company shall provide the City with a true and correct copy of its Texas Direct Payment Permit, which permit shall be kept in full force and effect throughout the term of the Agreement.

4.05 Company or the City shall not have an uncured material breach or default of this Agreement.

ARTICLE V
TERMINATION

5.01 This Agreement may be terminated upon any one of the following:

(a) by mutual written agreement of the parties;

(b) by City or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the City or Company, as the case may be;

(c) by City, if any Impositions owed to the City or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions);

(d) by City, if Company suffers an Event of Bankruptcy or Insolvency;

(e) by City or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or

(f) by Company, if the City does not pay the applicable Grant amount within 45 days of receipt of the use of Tax Receipts as required herein coveted by a valid Tax Certificate issued by Company or fails to cure this breach within an additional 30 days and so long as the Company is not in default, or;

(g) expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

ARTICLE VI
MISCELLANEOUS

6.01 Binding Agreement. The terms and conditions of this Agreement are binding upon the parties to this agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of City, which consent shall not be unreasonably withheld or delayed.

6.02 Limitation on Liability; Indemnity. It is understood and agreed between the parties that the Company and City, in satisfying the conditions of this Agreement, have acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions. **THE COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD**

HARMLESS THE CITY FROM ALL SUCH CLAIMS, SUITS, AND CAUSES OF ACTIONS, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, OF ANY NATURE WHATSOEVER BY A THIRD PARTY ARISING OUT OF THE COMPANY'S PERFORMANCE OF THE CONDITIONS UNDER THIS AGREEMENT.

6.03 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

6.04 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.05 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax.

If intended for the City, to:

City of Melissa
Attn: Jason Little, City Manager
3411 Barker Avenue
Melissa, Texas 75454
Telephone: (972) 838-4535
Facsimile: (972) 837-4524
Email: JLittle@cityofmelissa.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If intended for the Company, to:

Accounting Department
Don Dykstra
President
Bloomfield Homes, L.P.
1050 East Hwy 114, Ste. 210
Southlake, TX 76092
Email: don@bloomfieldhomes.net

With a copy to:

6.06 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.07 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Collin County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Collin County, Texas.

6.08 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

6.09 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.14 Dispute Resolution. Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party unless the institution of such legal or equitable proceeding is necessary to avoid the running of an applicable statute of limitation. The parties shall endeavor to resolve their claims by mediation. City and Company shall share the costs of mediation equally. The mediation shall be held in the City unless another location is mutually

agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

EXECUTED as of the ____ day of _____, 2027.

City of Melissa, Texas,
a home-rule municipality

By: _____
Jason Little, City Manager

ATTEST:

_____
Linda Bannister, City Secretary

EXECUTED as of the ____ day of _____, 2027.

BLOOMFIELD HOMES, L.P.,
a Texas limited partnership

By: Bloomfield Properties, Inc.
a Texas corporation,
its General Partner

By:_____
Name: Don Dykstra
Title: President

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Jason Little, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative for the City of Melissa, Texas, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2027.

_____
Notary Public, State of Texas
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Don Dykstra, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the President and duly authorized representative of Bloomfield Properties, Inc., a Texas corporation, the general partner of Bloomfield Homes, L.P., a Texas limited partnership, and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2027.

_____
Notary Public, State of Texas
My Commission Expires:_____

City of Melissa City Council Regular Meeting Staff Report

Date October 27, 2026

Subject Conduct a public hearing and consider an ordinance annexing, on application of the landowner, an area of land consisting of 1.680± acres of land, situated in the Jesse Stiff Survey, Abstract No. 792 and the James Fisher Survey, Abstract No. 304, Collin County, Texas, and generally located the intersection of Wildrose Drive and County Road 413, Collin County, Texas. (TL)

Submitted by Tyra LaVerne, Director of Development Services

Action Requested

Conduct the second of two public hearings and consider an ordinance annexing, on application of the landowner, an area of land consisting of 1.680± acres of land.

Summary of Subject

This item is the second of two required public hearings for the proposed annexation of approximately 1.680± acres of County Road 413 right-of-way into the City limits. The purpose of tonight's hearing is to provide information on the request and give the public an opportunity to comment and to consider the ordinance annexing this right-of-way.

Supporting Documents

1. Location of Subject Tract.docx
2. Annexation Ordinance - CR 413(5310109.1).docx

Location of Subject Tract



CITY OF MELISSA, TEXAS **ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS, ANNEXING AN AREA OF LAND CONSISTING OF 1.680± ACRES IN THE JESSE STIFF SURVEY, ABSTRACT NO. 792 AND THE JAMES FISHER SURVEY, ABSTRACT NO. 304, COLLIN COUNTY, TEXAS, CONTAINING PORTIONS OF COUNTY ROAD 413 RIGHT-OF-WAY IN ACCORDANCE WITH SECTION 43.1055(C)(2) OF THE TEXAS LOCAL GOVERNMENT CODE; EXTENDING THE BOUNDARY LIMITS OF THE CITY OF MELISSA TO INCLUDE SAID AREA OF LAND WITHIN THE CITY OF MELISSA CITY LIMITS; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF MELISSA AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; ADOPTING A SERVICE PLAN; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND MELISSA'S ZONING ORDINANCE, ORDINANCE NO. 11-04-09, AND ANY AMENDMENTS THERETO, WITH A MAXIMUM FINE OF $2,000; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the annexation of areas of land into the corporate limits of a municipality such as the City of Melissa, Texas ("Melissa" or "City") is authorized and regulated by Chapter 43 of the Texas Local Government Code and the Melissa City Charter; and

WHEREAS, Section 43.1055(c)(2) of the Texas Local Government Code authorizes a municipality to annex a road right-of-way upon providing written notice of the annexation to the owner of the right-of-way or the governing body of the political subdivision that maintains the right-of-way not later than the sixty-first (61st) day before the date of the proposed annexation and said owner or governing body does not submit a written objection to the municipality before the date of the proposed annexation; and

WHEREAS, in accordance with Section 43.1055(c)(2) of the Texas Local Government Code, notice was submitted on July 27, 2026, to the Collin County Commissioners Court, being the governing body of the political subdivision that maintains that portion of County Road 413 consisting of 1.680± acres, situated in the Jesse Stiff Survey, Abstract No. 792 and the James Fisher Survey, Abstract No. 304, Collin County, Texas, more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (collectively, "Property"), to be annexed into the City limits, and no written objection was received by the City from the Collin County Commissioners Court; and

WHEREAS, the City Council of the City of Melissa, Texas ("City Council") has found that it would be advantageous and beneficial to Melissa and its citizens to annex the Property under the authority of Chapter 43 of the Texas Local Government Code and the Melissa City Charter; and

WHEREAS, the City Council finds that Melissa has complied with all requirements for the consideration and adoption of this Ordinance pursuant to Chapter 43 of the Texas Local Government Code; and

WHEREAS, the City Council also finds that the Property is within the extraterritorial jurisdiction of Melissa and is adjacent and contiguous to the existing city limits of Melissa; and

WHEREAS, before the publication of the notice of the first public hearing regarding the annexation of the Property, the City Council directed the appropriate persons to prepare a service plan that provides for the extension of full municipal services to the Property to be annexed; and

WHEREAS, the City Council finds that the Service Plan attached hereto as Exhibit B and incorporated herein for all purposes ("Service Plan") was prepared in full compliance with Section 43.065 of the Texas Local Government Code and was made available for public inspection and was available for explanation to all persons interested in the annexation at the public hearings held under Section 43.063 of the Texas Local Government Code; and

WHEREAS, the City Council finds that the field notes close the boundaries of the Property; and

WHEREAS, the City Council has conducted at least two public hearings at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation and the proposed Service Plan; and

WHEREAS, the City Council finds that the public hearings were conducted on or after the fortieth (40^{th}) day but before the twentieth (20^{th}) day before the date of the institution of the annexation proceedings; and

WHEREAS, the City Council finds that it has completed the annexation process within ninety (90) days after the City Council instituted annexation proceedings; and

WHEREAS, the City Council finds that all legal notices, hearings, procedures and publishing requirements for annexation have been performed and completed in the manner and form required by law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Property Annexed. The Property described as follows and all public streets, roadways and alleyways located within or contiguous to the same are hereby annexed to Melissa, to-wit:

BEING real property consisting of 1.680± acres, situated in the Jesse Stiff Survey, Abstract No. 792 and the James Fisher Survey, Abstract No. 304, Collin County, Texas, more particularly described in Exhibit A.

SECTION 3: Rights/Privileges/Inhabitants Bound by Ordinances and Regulations. From and after the passage of this Ordinance, the Property shall be a part of Melissa, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens of Melissa and shall be bound by all of the ordinances and regulations enacted pursuant to and in conformity with the City Charter and the laws of the State of Texas.

SECTION 4: Official Map and Boundaries Amended. The official map and boundaries of Melissa are hereby amended to include the Property as part of Melissa. A certified copy of this Ordinance shall be filed by the City Secretary in the County Clerk's Office of Collin County, Texas.

SECTION 5: Unlawful Use. It shall be unlawful for any person, firm, entity or corporation to use the Property in a manner other than as authorized by this Ordinance and Melissa's Zoning Ordinance, as they exist or may be amended, and it shall be unlawful for any person, firm, entity or corporation to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance and the Zoning Ordinance, as they exist or may be amended.

SECTION 6: Penalty. Any person, firm, entity or corporation violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding Two Thousand and 00/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Melissa from filing suit to enjoin the violation. Melissa retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 7: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS on this ___ day of _____, 2027.

_____
Jay Northcut, Mayor

ATTEST TO:

_____
Hope Baskin, City Secretary

Dates of Publication:_____, *Anna-Melissa Tribune*

Exhibit A
Legal Description of the Property

EXHIBIT A
PAGE 1 OF 4

LEGAL DESCRIPTION

BEING a tract of land located in Collin County, Texas, being a part of the Jesse Stiff Survey, Abstract Number 792 and the James Fisher Survey, Abstract Number 304, being a part of that called 126.06 acre tract of land described in deed to Tynas Texas, LP as recorded in Document Number 20151125001484500, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), being a part of that called 7.55 acre tract of land described in deed to Tommy Doak Robbins as recorded in Document Number 2023000036428, (O.P.R.C.C.T.), being a part of that called 1.912 acre tract of land described in deed to Eldon Randall White & Tonja Diane White as recorded in Document Number 20190617000691160, (O.P.R.C.C.T.), being a part of that called 5.00 acre tract of land described in deed to Tamara Cottle & Ivonda Mobbs as recorded in Document Number 20170718000942900, (O.P.R.C.C.T.), being a part of that called 34.796 acre tract of land described in deed to Peggy Cottle as recorded in Document Number 2024000151245, (O.P.R.C.C.T.), more specifically described in Document Number 20161129001613200, (O.P.R.C.C.T.), being a part of that called 2.116 acre tract of land described in deed to Michael Vance Cottle & Anna Kathleen Cottle as recorded in Document Number 20170628000846360, (O.P.R.C.C.T.), being a part of that called 1.121 acre tract of land described in deed to Michael Vance Cottle & Anna Kathleen Cottle as recorded in Document Number 20140508000455120, (O.P.R.C.C.T.), being a part of that called 180.883 acre tract of land described in Deed to Priscilla Long as recorded in Document Number 20181029001338590, (O.P.R.C.C.T.), more specifically described in Volume 1569, Page 613, (O.P.R.C.C.T.), being part of County Road's 413 asphalt road, and being further described as follows:

COMMENCING at a one-half inch iron rod with yellow cap stamped "JBI" found at the northeast corner of said 180.883 acre tract

THENCE North 01 degrees 50 minutes 21 seconds East, 12.94 feet to the **POINT OF BEGINNING**;

THENCE South 84 degrees 10 minutes 23 seconds West, 115.41 feet to a point for corner;

THENCE South 89 degrees 13 minutes 24 seconds West, 297.34 feet to a point for corner;

THENCE North 89 degrees 53 minutes 13 seconds West, 222.08 feet to a point for corner;

THENCE North 88 degrees 43 minutes 56 seconds West, 229.64 feet to a point for corner;

THENCE North 88 degrees 59 minutes 12 seconds West, 348.81 feet to a point for corner;

THENCE North 88 degrees 21 minutes 34 seconds West, 197.02 feet to a point for corner;

THENCE North 88 degrees 55 minutes 57 seconds West, 305.81 feet to a point for corner;

THENCE North 89 degrees 18 minutes 38 seconds West, 147.74 feet to a point for corner;

THENCE North 89 degrees 37 minutes 51 seconds West, 243.28 feet to a point for corner;

THENCE South 89 degrees 21 minutes 04 seconds West, 127.41 feet to a point for corner;

THENCE North 88 degrees 45 minutes 32 seconds West, 69.12 feet to a point for corner;

THENCE North 89 degrees 11 minutes 40 seconds West, 234.00 feet to a point for corner;

THENCE North 89 degrees 26 minutes 52 seconds West, 317.18 feet to a point for corner;

THENCE South 89 degrees 27 minutes 47 seconds West, 153.34 feet to a point for corner;

THENCE South 88 degrees 43 minutes 52 seconds West, 179.92 feet to a point for corner;

THENCE Northwesterly 97.04, feet along a curve to the right, with a central angle of 14 degrees 26 minutes 03 seconds, having a radius of 385.20 feet, whose long chord bears North 85 degrees 32 minutes 35 seconds West, 96.78 feet to a point for corner;

SCALE:	DATE	PREPARED BY	CHECKED BY	PROJECT	JBI PARTNERS
1"=300'	07/16/2026	JME	RV	DWH001	2121 Midway Road, Suite 300, Carrollton, Texas 75006, 972.248.7676, TBPELS No. F-438, TBPELS No. 10076000

Drawing: H:\Projects\DWH001-Long Ranch\Phase 1\Surveying\dwg\Exhibit-County Road 413.dwg Saved By: jestrada

EXHIBIT A
PAGE 2 OF 4

LEGAL DESCRIPTION CONTINUED

THENCE North 80 degrees 59 minutes 03 seconds West, 108.13 feet to a point for corner, said point being the southeast corner of that called 0.2371 acre tract of land described in deed to the City of Melissa as recorded in Document Number 2022000145654, (O.P.R.C.C.T.);

THENCE North 07 degrees 51 minutes 32 seconds East, 56.52 feet to the northeast corner of said 0.2371 acre tract;

THENCE South 75 degrees 49 minutes 02 seconds East, 58.15 feet to a point for corner;

THENCE Southeasterly 68.99 feet, along a curve to the left, with a central angle of 46 degrees 27 minutes 02 seconds, having a radius of 85.10 feet, whose long chord bears South 55 degrees 35 minutes 35 seconds East, 67.12 feet to a point for corner;

THENCE Southeasterly 93.61 feet, along a curve to the left, with a central angle of 16 degrees 17 minutes 44 seconds, having a radius of 329.14 feet, whose long chord bears South 85 degrees 31 minutes 31 seconds East, 93.30 feet to a point for corner;

THENCE North 88 degrees 28 minutes 54 seconds East, 203.10 feet to a point for corner;

THENCE South 89 degrees 46 minutes 50 seconds East, 120.98 feet to a point for corner;

THENCE South 89 degrees 16 minutes 23 seconds East, 308.33 feet to a point for corner;

THENCE South 89 degrees 04 minutes 41 seconds East, 204.84 feet to a point for corner;

THENCE North 89 degrees 53 minutes 11 seconds East, 53.45 feet to a point for corner;

THENCE North 89 degrees 46 minutes 42 seconds East, 181.02 feet to a point for corner;

THENCE South 89 degrees 31 minutes 24 seconds East, 244.04 feet to a point for corner;

THENCE South 89 degrees 29 minutes 15 seconds East, 147.35 feet to a point for corner;

THENCE South 88 degrees 55 minutes 57 seconds East, 305.98 feet to a point for corner;

THENCE South 88 degrees 43 minutes 11 seconds East, 194.16 feet to a point for corner;

THENCE South 89 degrees 01 minutes 31 seconds East, 351.28 feet to a point for corner;

THENCE South 88 degrees 40 minutes 04 seconds East, 229.01 feet to a point for corner;

THENCE South 89 degrees 42 minutes 33 seconds East, 222.58 feet to a point for corner;

THENCE North 89 degrees 19 minutes 28 seconds East, 297.59 feet to a point for corner;

THENCE North 84 degrees 32 minutes 52 seconds East, 115.14 feet to a point for corner;

THENCE South 00 degrees 10 minutes 34 seconds West, 19.75 feet to the **POINT OF BEGINNING** and containing 73,162 square feet or 1.680 acres of land.

Basis of Bearing: The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83).



Billy M. Logsdon, Jr., R.P.L.S. No. 6487

SCALE:	DATE	PREPARED BY	CHECKED BY	PROJECT
1"=300'	07/16/2026	JME	RV	DWH001

JBI PARTNERS
2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPELS No. F-438
TBPELS No. 10076000

Drawing: H:\Projects\DWH001-Long Ranch\Phase 1\Surveying\dwg\Exhibit-County Road 413.dwg Saved By: jestrada

EXHIBIT A
PAGE 3 OF 4

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S84°10'23"W	115.41'
L2	N89°18'38"W	147.74'
L3	S89°21'04"W	127.41'
L4	N88°45'32"W	69.12'
L5	S89°27'47"W	153.34'
L6	N80°59'03"W	108.13'
L7	N7°51'32"E	56.52'

LINE TABLE		
NO.	BEARING	DISTANCE
L8	S75°49'02"E	58.15'
L9	S89°46'50"E	120.98'
L10	N89°53'11"E	53.45'
L11	N89°46'42"E	181.02'
L12	S89°29'15"E	147.35'
L13	N84°32'52"E	115.14'
L14	S0°10'34"W	19.75'

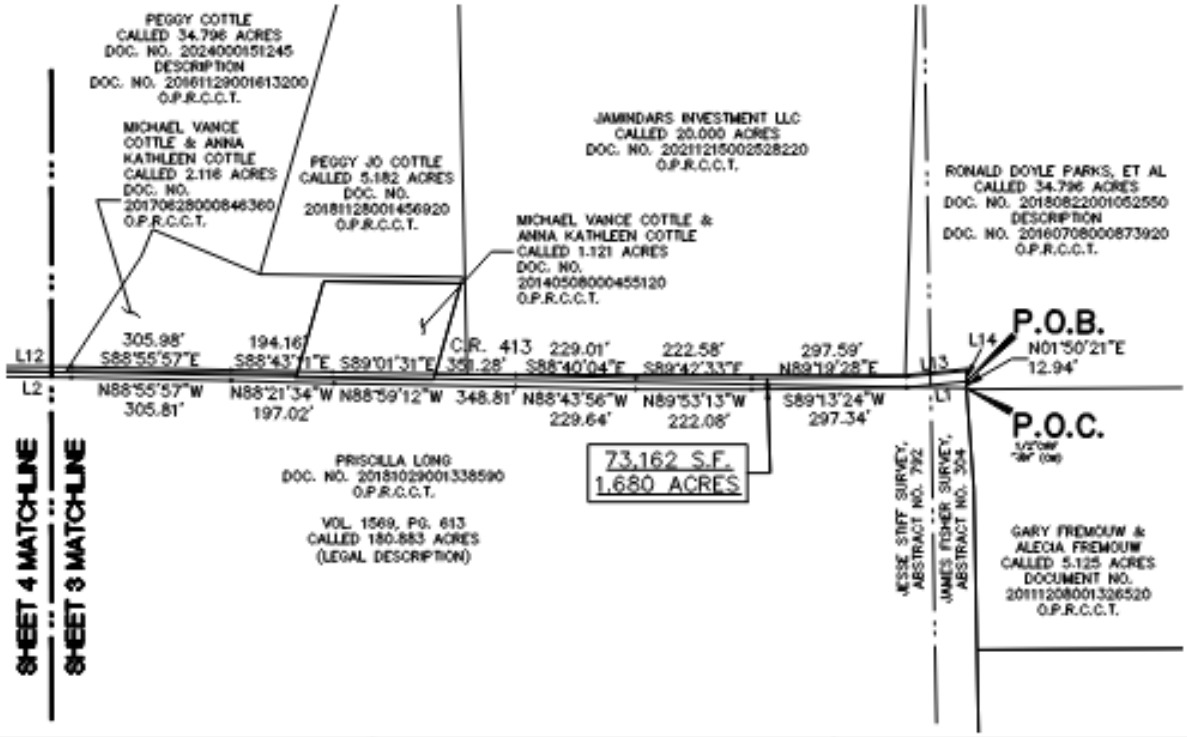
CURVE TABLE						
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	14°26'03"	385.20'	97.04'	48.78'	N85°32'35"W	96.78'
C2	46°27'02"	85.10'	68.99'	36.52'	S55°35'35"E	67.12'
C3	16°17'44"	329.14'	93.61'	47.12'	S85°31'31"E	93.30'

N

1"=300'

LEGEND

POC POINT OF COMMENCING
POB POINT OF BEGINNING
CIRF CAPPED IRON ROD FOUND
CM CONTROL MONUMENT
S.F. SQUARE FEET



SCALE:	DATE	PREPARED BY	CHECKED BY	PROJECT
1"=300'	07/16/2026	JME	RV	DWH001

JBI PARTNERS
2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPELS No. F-438
TBPELS No. 10076000

Drawing: H:\Projects\DWH001-Long Ranch\Phase 1\Surveying\dwg\Exhibit-County Road 413.dwg Saved By: jestrada

EXHIBIT A
PAGE 4 OF 4

N

1"=300'

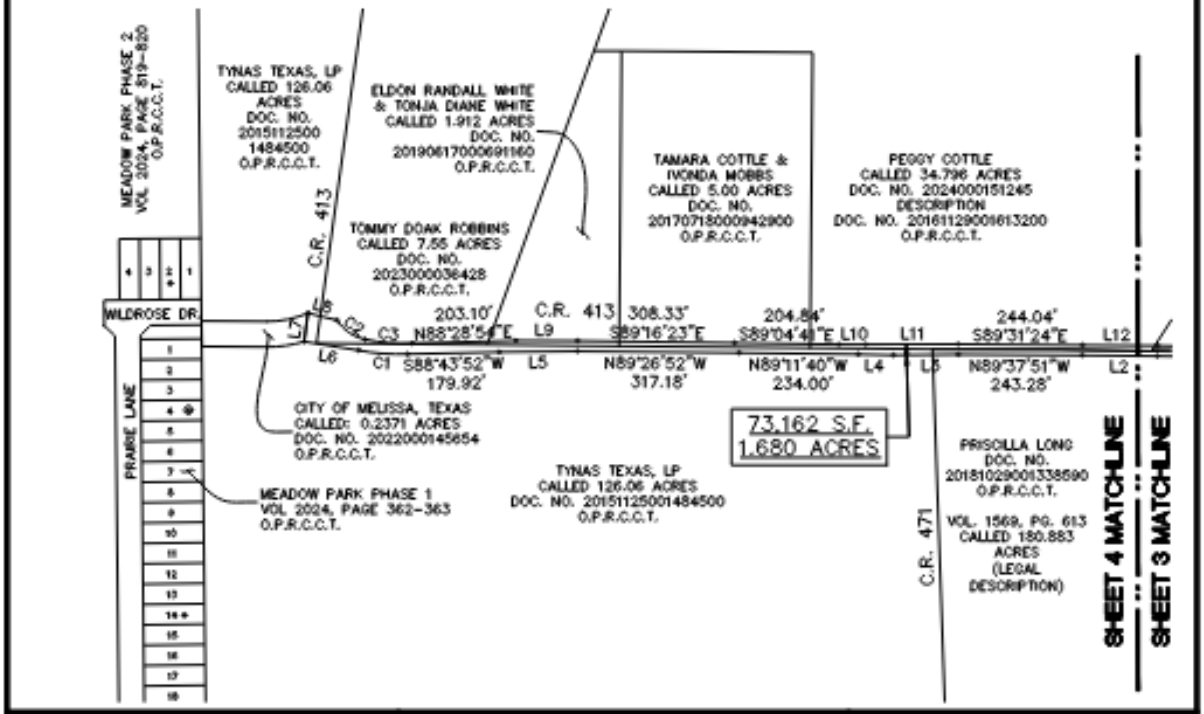
LEGEND

POC POINT OF COMMENCING
POB POINT OF BEGINNING
CIRF CAPPED IRON ROD FOUND
CM CONTROL MONUMENT
S.F. SQUARE FEET

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S84°10'23"W	115.41'
L2	N89°18'38"W	147.74'
L3	S89°21'04"W	127.41'
L4	N88°45'32"W	69.12'
L5	S89°27'47"W	153.34'
L6	N80°59'03"W	108.13'
L7	N7°51'32"E	56.52'

LINE TABLE		
NO.	BEARING	DISTANCE
L8	S75°49'02"E	58.15'
L9	S89°46'50"E	120.98'
L10	N89°53'11"E	53.45'
L11	N89°46'42"E	181.02'
L12	S89°29'15"E	147.35'
L13	N84°32'52"E	115.14'
L14	S0°10'34"W	19.75'

CURVE TABLE						
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	14°26'03"	385.20'	97.04'	48.78'	N85°32'35"W	96.78'
C2	46°27'02"	85.10'	68.99'	36.52'	S55°35'35"E	67.12'
C3	16°17'44"	329.14'	93.61'	47.12'	S85°31'31"E	93.30'



SCALE:	DATE	PREPARED BY	CHECKED BY	PROJECT
1"=300'	07/16/2026	JME	RV	DWH001

JBI PARTNERS
2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPELS No. F-438
TBPELS No. 10076000

Drawing: H:\Projects\DWH001-Long Ranch\Phase 1\Surveying\dwg\Exhibit-County Road 413.dwg Saved By: jestrada

City of Melissa City Council Regular Meeting Staff Report

Date October 27, 2026

Subject Conduct a public hearing and consider an ordinance annexing, on application of the landowner, an area of land consisting of 180.720± acres, situated in the Jesse Stiff Survey, Abstract No. 792 and the James Fisher Survey, Abstract No. 304, Collin County, Texas. (TL)

Submitted by Tyra LaVerne, Director of Development Services

Action Requested

Consider an ordinance annexing, on application of the landowner, an area of land consisting of 180.720± acres of land.

Summary of Subject

The property owner for the subject tract generally depicted in this agenda item recently applied to voluntarily annex into the City of Melissa. The ordinance will finalize this annexation in accordance with State Law.

Supporting Documents

1. Location of Subject Tract.pdf

City of Melissa Exhibit



9/25/2026, 8:13:40 AM

Collin County Parcels

City Limits

1:10,612

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

City of Melissa City Council Regular Meeting Staff Report

Date October 27, 2026

Subject Conduct a public hearing and consider an ordinance amending Melissa's Zoning Ordinance, Ordinance No. 92-08, as amended, to rezone a tract of land consisting of 180.720± acres of land in the aggregate, heretofore zoned Agricultural District ("A"), provided that the property, generally located at the southeast corner of County Road 413 and County Road 471, Collin County, Texas is rezoned and placed in the Planned Development/Single Family Residential District 3 (“PD/SF-3”). (TL)

Submitted by Tyra LaVerne, Director of Development Services

Action Requested

Consider a rezone request on 180 .720± acres of land.

Summary of Subject

The applicant is requesting approval of a Planned Development (PD) zoning district for approximately 180.72 acres located generally near County Road 413 and County Road 471. The request is focused on establishing development standards for a single-family residential community. The applicant is separately pursuing an annexation and development agreement with City Council, which will address annexation, public infrastructure, and related development obligations.

The proposed PD is based on the SF-3 Single-Family Residential District and includes modified development standards for three lot types.

The proposed Long Ranch development consists of approximately 720 single-family residential lots with a mix of 40-foot, 45-foot, and 50-foot lot products. The zoning exhibit identifies the following lot mix:

- Approximately 193 lots at 40' x 120'
- Approximately 291 lots at 45' x 120'
- Approximately 236 lots at 50' x 120'
- Approximately 720 total residential lots

The PD regulations allow a maximum of 750 lots, with no more than 215 forty-foot lots, a minimum of 250 fifty-foot lots, and the balance comprised of forty-five-foot lots.

The development will provide a minimum of 27 acres of parkland and open space maintained by a homeowners association. Proposed amenities may include trails, playgrounds, pools, sports courts, shade structures, cabanas, and an amenity center. The zoning exhibit also identifies greenways, detention areas, and neighborhood open spaces distributed throughout the development.

Specific details related to lot sizes, setbacks and a concept plan have been been included in your packet.

The Planning and Zoning Commission recommended approval by a vote of 5-0-0.

Staff Recommendation

Staff recommends approval of this rezone request.

Supporting Documents

1. Location of Subject Tract.pdf
2. Zoning_Packet_CR_413_471_180.720_acres.pdf

City of Melissa Exhibit



9/25/2026, 8:13:40 AM

Collin County Parcels

City Limits

1:10,612

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

BEING a tract of land located in Collin County, Texas, being a part of the Jesse Stiff Survey, Abstract Number 792 and the James Fisher Survey, Abstract Number 304, being all of that called 180.883 acre tract of land described in a Special Warranty Deed to Priscilla Long as recorded in Document Number 20181029001338590, Official Public Records, Collin County, Texas(O.P.R.C.C.T.), more specifically described in Volume 1569, Page 613, O.P.R.C.C.T. and being further described as follows:

BEGINNING at a PK Nail found at the northwest corner of said 180.883 acre tract of land, said point being in the approximate centerline intersection of County Road 413 and County Road 471;

THENCE along the north line of said 180.883 acre tract of land and along the approximate centerline of said County Road 413;

South 89 degrees 50 minutes 02 seconds East, 251.80 feet to a Mag Nail set for corner;

South 89 degrees 00 minutes 02 seconds East, 1,904.47 feet to a one-half inch iron rod with yellow cap stamped “JBI” set at the northeast corner of said 180.883 acre tract;

THENCE along the east line of said 180.883 acre tract of land as follows:

South 04 degrees 11 minutes 09 seconds East, at 2.39 feet passing a one-half inch iron rod with cap stamped “GEER” found at the northwest corner of a called 5.125 acre tract of land described in a Special Warranty Deed to Gary Fremouw & Alecia Fremouw as recorded in Document Number 20111208001326520 O.P.R.C.C.T., continuing, in all a total distance of 193.58 feet to a one-half inch iron rod with cap stamped “GEER” found for corner;

South 01 degrees 07 minutes 14 seconds East, 848.50 feet to an 8-inch wood fence post found for corner at the southwest corner of a called 5.642 acre tract of land described in a Special Warranty Deed to Gary Fremouw & Alecia Fremouw as recorded in Document Number 20140404000324770, O.P.R.C.C.T.;

South 88 degrees 54 minutes 05 seconds East, 474.57 feet to a 6-inch wood fence post found for corner in the west line of a called 17.59 acre tract of land described in a Correction Instrument as to a Recorded Original Instrument as recorded in Document Number 20211216002538930, O.P.R.C.C.T.;

South 01 degrees 16 minutes 16 seconds West, 1,783.20 feet to a Mag Nail Found at the most easterly southeast corner of said 180.883 acre tract of land, said Nail being at the southwest corner of said 17.59 acre tract of land and said Nail being in the approximate centerline of County Road 471;

THENCE along the most easterly south line of said 180.883 acre tract of land as follows:

North 89 degrees 20 minutes 47 seconds West, 1,026.90 feet along the approximate centerline of said County Road 471 to a one-half inch iron rod with yellow cap stamped "JBI" set for corner in the north line of a called 102.189 acre tract of land as described in a Warranty Deed to Steven K. Gross & wife, Roxanne P. Gross as recorded in Volume 4407, Page 3533, O.P.R.C.C.T.;

North 74 degrees 03 minutes 47 seconds West, 797.12 feet along the north line of said 102.189 acre tract of land to a five-eighths inch iron rod found for corner at an ell corner of said 180.883 acre tract of land;

THENCE along the east line of said 180.883 acre tract of land and along the west line of said 102.189 acre tract of land as follows:

South 01 degrees 13 minutes 05 seconds West, 413.36 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

South 70 degrees 47 minutes 55 seconds East, 67.81 feet to a five eighths inch iron rod found for corner;

South 24 degrees 52 minutes 05 seconds West, 1,207.15 feet to a 4 inch wood fence post found for corner at the most southerly southeast corner of said 180.883 acre tract of land, said post being at the northeast corner of a called 25.11 acre tract of land described as Tract 2-Parcel B in a General Warranty Deed to Landcrowd Developers, LLC, recorded in Document Number 2022000165448, O.P.R.C.C.T.;

THENCE along the most southerly south line of said 180.883 acre tract of land and along the north line of said 25.11 acre tract of land as follows:

North 65 degrees 49 minutes 00 seconds West, 288.57 feet to a 6 inch wood fence post found for corner;

North 65 degrees 36 minutes 25 seconds West, 237.56 feet to a 6 inch wood fence post found for corner;

North 69 degrees 23 minutes 15 seconds West, 371.87 feet to a 6 inch Wood Fence Post found for corner at the southwest corner of said 180.883 acre tract of land, said post being at the northwest corner of said 25.11 acre tract of land and said post being in the east line of called 25.67 acre tract of land described as Tract 1 in said Document Number 2022000165448, O.P.R.C.C.T.;

THENCE along the west line of said 180.883 acre tract of land as follows:

North 13 degrees 37 minutes 01 seconds East, 738.16 feet to a three-eighths inch iron rod found for corner at the northeast corner of a called 2.45 acre tract of land described as Tract 2-Parcel A in said Document Number 2022000165448, O.P.R.C.C.T.;

South 73 degrees 54 minutes 58 seconds East, 411.10 feet to a three-eighths inch iron rod found for corner;

North 02 degrees 12 minutes 57 seconds West, 1,263.02 feet to a Mag Nail set for corner;

North 01 degrees 59 minutes 57 seconds West, 1,955.79 feet along the approximate center line of said County Road 471 to the POINT OF BEGINNING and containing 7,872,146 square feet or 180.720 acres of land.

Proposed Development Standards

LONG RANCH - PLANNED DEVELOPMENT REGULATIONS

1.0 Single Family Regulations

1.1 Single Family Tracts Permitted Uses: The permitted uses within the planned development are outlined below.

(A) **Single-Family Residential District:** The base zoning district for all single-family tracts will be the SF-3 district unless specified in this PD. The permitted uses shall be SF-3 Single-Family Residential District Uses, referred to herein, and the associated uses defined in sections.

(1) Additional Permitted Uses:

- Agricultural Uses – Agricultural uses whose products are grown primarily for home consumption, such as domestic gardening, berry or bush crops, tree crops, flower gardening, orchards, and aviaries.
- Community Facility Uses
  - Public and private parks
  - Recreational and open space including but not limited to playgrounds, parkways, greenbelts, ponds and lakes, botanical gardens, pedestrian paths, bicycle paths, equestrian bridle trails, nature centers, bird and wildlife sanctuaries
  - Amenity centers which may contain any of the following at the Developer's discretion, generally consistent with the conceptual Amenity Center Plan in Exhibit B-2 (it is acknowledged that the final selection of amenities will require changes to the conceptual plan):

    - Pool(s)
    - Building for office, business, leisure, and/or workout facilities
    - Shade structures
    - Open Play
    - Playground
    - Sports court(s)
    - Trail
    - Cabana

    Owner shall complete construction and installation of the amenity center, and obtain City's final acceptance thereof, prior to the substantial completion of the Phase Two lots. Once dedicated or constructed, as applicable, the Home Owners Association for the Property shall maintain the open space and open space amenities.

- Temporary structure for storage of building materials and equipment used for initial residential construction, when on the same or adjoining lot, for a period not to exceed the duration of the construction. This shall include temporary

trailers for construction and sales activity. Building material storage will be allowed adjacent to temporary trailers or in a lot designated for storage.

- School, pre-k through 12 (public or private)
- Temporary sales office
- Model homes
- Temporary concrete batch plant

(2) Prohibited Uses:

- Manufactured and/or modular homes
- Accessory dwelling

1.2 Single Family General Area regulations:

a) The lot widths shall be measured along the arc of the primary structure setback line.
b) For Cul-de-sacs and eye-brows/elbows the minimum lot width measured at the building line may be reduced by a maximum of five (5) feet; the minimum lot width measured at the right-of-way line shall be thirty-five (35) feet.
c) Side lot lines may deviate from perpendicular to the right-of-way up to 15 degrees. Driveways shall still be perpendicular to the curb within the ROW.
d) Maximum cul-de-sac and block lengths may be up to one thousand five hundred (1,500) feet.

The following amended area regulations shall apply:

Lot Type A – 40' Lot:

Minimum Lot Area: The minimum lot area shall be four thousand four hundred (4,400) square feet.
Minimum Lot Width: The minimum lot width shall be forty (40) feet (See Section 1.2(b)).
Minimum Lot Depth: The minimum lot depth shall be one hundred-ten (110) feet.
Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but Front Porches are not required. In the event a front porch is constructed, the front porch shall be considered the front façade even if it encroaches in the front yard setback. Garage may intrude at a max of 8' in front of the front façade, but still must honor the minimum 20' front setback.
Minimum Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet.
Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be ten (10) feet.
Impervious surface: A maximum eighty percent (80%) of the total lot area may be covered by the main house and accessory structures.
Garage Orientation: May face the street.

Lot Type B – 45' Lot:

Minimum Lot Area: The minimum lot area shall be four thousand nine hundred fifty (4,950) square feet.
Minimum Lot Width: The minimum lot width shall be forty five (45) feet (See Section 1.2(b)).
Minimum Lot Depth: The minimum lot depth shall be one hundred-ten (110) feet.

Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but Front Porches are not required. In the event a front porch is constructed, the front porch shall be considered the front façade even if it encroaches in the front yard setback. Garage may intrude at a max of 8' in front of the front façade, but still must honor the minimum 20' front setback.
Minimum Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet.
Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be ten (10) feet.
Impervious surface: A maximum eighty percent (80%) of the total lot area may be covered by the main house and accessory structures.
Garage Orientation: May face the street.

Lot Type C – 50' Lot:

Minimum Lot Area: The minimum lot area shall be five thousand five hundred (5,500) square feet.
Minimum Lot Width: The minimum lot width shall be fifty (50) feet (See Section 1.2(b)).
Minimum Lot Depth: The minimum lot depth shall be one hundred-ten (110) feet.
Minimum Front Yard: The minimum depth of the front yard shall be twenty (20) feet. Covered Front Porches may extend over the front building setback line up to five feet (5'), but Front Porches are not required. In the event a front porch is constructed, the front porch shall be considered the front façade even if it encroaches in the front yard setback. Garage may intrude at a max of 8' in front of the front façade, but still must honor the minimum 20' front setback.
Minimum Rear Yard: The minimum depth of the rear yard shall be fifteen (15) feet.
Minimum Side Yard: The minimum side yard shall be five (5) feet and the minimum side yard for a corner lot shall be ten (10) feet.
Impervious surface: A maximum eighty percent (80%) of the total lot area may be covered by the main house and accessory structures.
Garage Orientation: May face the street.

1.3 The maximum number of lots permitted within the PD District shall not exceed 750 lots. The total lot mix shall follow the following lot type metrics: a maximum of 215 Lot Type A lots, a minimum of 250 Lot Type C lots, and all remaining lots will be made up of Lot Type B lots.

1.4 Minimum House Size: Unless otherwise stated below, minimum air-conditioned space in dwelling unit shall be as follows:

Lot Type A: 1,200 square feet.
Lot Type B: 1,400 square feet.
Lot Type C: 1,400 square feet.

1.6 Residential Landscape, Hardscape, Architectural Standards

1.6.1 Architectural Standards

i. Maximum building height of a Residence shall be forty feet (40').

ii. Anti-Monotony Requirements. Development of single-family detached homes shall comply with the following:

a. No front house elevation on a single-family residence shall be repeated on the same side of the street unless it is separated by a minimum of four (4) lots from the same elevation. No front house elevation on a single-family residence shall be repeated directly across the street or within two (2) lots of one another on either side of the residence and on either side of the street. No more than three (3) consecutive rear elevations may be provided on single family residences with rear elevations abutting a collector road.

b. Same Side of Street. No combination of brick color, mortar color, and sand color shall be repeated for every two residences. Street and alley intersections are acceptable separation elements.

iii. Garage Doors.

a. Garages shall conform to all City ordinance and requirements with regard to setbacks, location, and type unless otherwise specified in these Development Regulations. Should the City's ordinance not contain all or any portion of certain design or construction requirements, the Developer shall be the sole authority as to construction and design criteria or requirements.

iv. Roof Slopes, Colors, and Restrictions.

a. The minimum slope may not be less than a 8-in-12 slope**,** unless an accent roof which may be minimum 4-in-12, without the express written consent of the City and the ACC.

b. 30-year dimensional shingles or better shall be provided on all homes. Additionally, metal roofing may be used on roofs overhanging doors and/or windows and any accent/dormer roofs.

c. Dormers may be used and shall be compatible with the architectural style of the residence.

d. A minimum of 70% of the facades of the homes, exclusive of doors and windows, shall be constructed with the following materials:
    a. Brick, stone, man-made stone.

e. A maximum of 30% of the facades of the home may be constructed with 3 coat masonry stucco or cementitious siding.

v. Residential landscaping:
a. Trees: Requirements per lot type:

a. For every residential lot: At least one (1) tree of a minimum 3”-caliper in the front yard in a location determined by the builder.

b. All residential lot trees described here shall be planted by the homebuilder.

b. Shrubbery and Planting Beds: Each residential lot shall contain at least one (1) ornamental tree and have planting beds containing a minimum of fifteen one (1) gallon shrubs, six (6) three gallon shrubs, and two flats of flowers, and depending on the bed size, this number may be adjusted by the Builder upon written permission from the City and ACC.

c. Trees. Trees shall be planted in locations approved by the City or authorized under these construction and design guidelines and/or the Developer.

d. Full yard (front, side, and rear) sod and irrigation required for all lot types.

vi. FENCES:

(a) All wooden fencing shall be stained and preserved.

(b) Wood Fencing.

1. The side and rear yard areas of each Lot shall be fenced beginning at least five (5’) feet from the front façade of a Residence on a Lot.
2. All fencing adjacent to public ROW, open spaces, or public view on a Lot shall be no less than six feet (6’) in height from grade, and shall be constructed board-on-board, of spruce wood or better with steel posts unless as provided for in Section 1.6.1(vi)(d).
3. Posts for all wood fences must not be visible on any fence facing the street, front of a home, any Common Area, Open Space or other highly visible area.
4. Fencing for interior Lots not visible from any visibly public standpoint shall be board-on-board, spruce or better.
5. All wood fences shall adjust for grade and maintain at least one inch (1”) gap between the ground and wood to prevent rotting or decay. Vertical posts spacing should be no more than eight feet (8’) on center or less and set in concrete post footings of a minimum of 24” deep for six foot (6’) high fences. All fencing shall include a top cap or trim and be stained with the color specified above.

d. Wrought Iron / Tubular Steel / Decorative Metal Fencing.

(i) The use of wrought iron, tubular steel, and/or decorative metal fencing shall comply with the City’s ordinance in regard to location, material, height, and style. Generally, wrought iron, tubular steel, and/or decorative metal fencing is required for the portion of any Lot’s boundary that is adjacent to an Amenity, Open Space, Greenbelt, or other Open Areas and shall be installed by the Developer. The Developer will use the City’s ordinance and building and zoning standards as the design rule for wrought iron / tubular steel fencing.

(ii) Wrought iron, tubular steel, and/or decorative metal fencing, to be installed by the Developer, shall be black and of a type designed to be rust proof and suitable for Texas weather.
(iii) Minimum height shall be no less than six (6) feet.
(iv) Wrought iron, tubular steel, and/or decorative metal fencing, installed by the Developer, shall be required along the boundary line of any Lot adjacent to an Amenity, Open Space, Greenbelt, or other Open Areas. The Developer shall be responsible for constructing fencing on any Amenity, Open Space, Greenbelt, or other Open Areas not adjacent to single family lots.

2.0 Open Space Regulations

2.1 Open Space may consist of any pervious areas including landscape reserves, detention/ drainage facilities and easements, natural floodplain, and public or private parks and plazas. Any detention areas may be counted towards the open space requirement and shall be landscaped and/or amenitized (sidewalks, benches, etc.) on a minimum of two (2) sides. Open space must be maintained through a property ownership association. Open space requirements shall be as listed below:

2.2 Park/Open Space Requirements

(1) Single Family Open Space Requirements

a. The Developer shall provide a minimum 27.0 acre park and open space to be maintained by the HOA within the development in lieu of the City Parkland Dedication and Parkland Improvements requirements as provided for in Section 8.1.

3.0 Screening Regulations

3.1 Residential: The screening requirement for all residential uses shall be a six (6) foot solid masonry wall for lots backing or siding to a Major Arterial, Minor Arterial, Major Collector, and Minor Collector and conform to City of Melissa's Planned Development Regulations.

4.0 Subdivision Regulation

4.1 Development shall meet the standards as required in the City of Melissa Subdivision Ordinance, except as amended herein.

5.0 Cluster Mailbox Standards

5.1 Location: Cluster mailboxes shall be for only as many addressed are required by post office and shall be in strategic HOA lots off public ROW.

6.0 Trail Standards

6.1 Where the trail crosses floodplain, no bridges/culverts shall be required. However, when the trails cross a creek, either a low water crossing, culverts, or pedestrian bridge must be installed.

6.2 Trails shall be constructed as depicted on the Trail Plan. Trails shall be constructed during the construction of the phase they are located in. All required trails shall be constructed prior to the

next phase being constructed unless a segment is delayed due to a construction conflict anticipated with the next phase in order to prevent damage to new trails.

6.3 Trails shall be not less than ten (10) feet in width and constructed with concrete. Contained (with a hard edge) granite gravel, wood chip or other similar material may be occasionally utilized to compliment the trail surroundings.

7.0 Tree Mitigation

7.1 Developer shall provide tree preservation and mitigation on the Property as required in Section 27-A Landscape Regulations and Tree Preservation within the Code of Ordinances through a combination of (i) preservation of existing trees on the Property, and (ii) planting of replacement trees as provided for in this Section within the Property (collectively, the "Tree Preservation Program").

7.2 In consideration of the Tree Preservation Program and the development benefits provided by the development of the Property, no tree mitigation fees or other monetary tree mitigation obligations shall be required of Developer or any builder with respect to the removal of trees on the Property, nor shall any additional tree replacement (mitigation) be required except for the planting of trees within the Property. A tree survey utilizing a "spot check" method with at least 10% of the tree mass area surveyed to estimate the total trees present. Tree preservation shall be provided to the degree practicable but not in areas required for pad site grading, roadways, utility easements, and similar areas within the Project. Additionally, any area designated by the Developer for tree preservation shall be protected per Section 27-A.F.13(a)-(e) Guidelines for Tree Protection requirements during construction. A tree removal permit demonstrating compliance with these standards shall be required and approved administratively.

7.3 The City acknowledges that the Tree Preservation Program provides sufficient mitigation for tree removals associated with development of the Project, and agrees that compliance with the Tree Preservation Program shall constitute full and complete satisfaction of all tree preservation, protection, and mitigation requirements as provide for in the Code of Ordinances and as applicable to the Property.

8.0 Parkland Dedication and Improvements

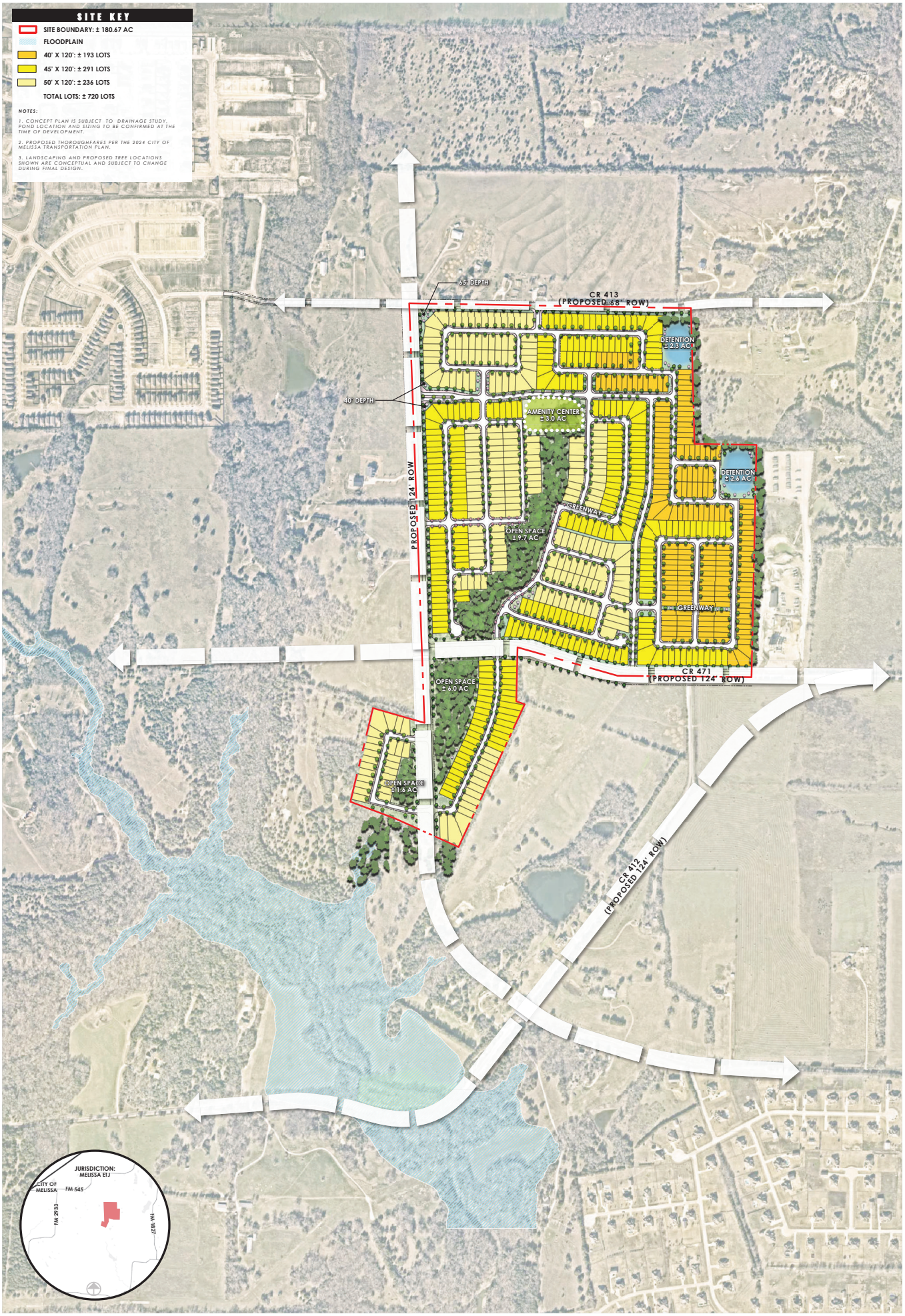
8.1 The open space, private parkland, and amenities shown on the Zoning Exhibit and Development Agreement, shall be deemed to fully satisfy the City of Melissa's parkland dedication and improvement requirements, now and at the time of development.

9.0 Street Lights

9.1 Street lights shall be installed on divided thoroughfares where Developer is constructing one full roadway section edge. For the avoidance of doubt, Developer shall only be obligated to construct street lights on the portions of the roadways constructed by Developer which are adjacent to the Development for exterior roadways. Street lighting will be constructed by Developer for interior roadways.

10.0 Offsite Marketing Signage

10.1 Offsite Marketing Signage. City agrees to allow two temporary signs to provide information related to or directions to the Project generally as provided for in the Sign Regulations Section 3.1000, Kiosk Panel Signs (the "Offsite Signs") offsite from the Property either on city-owned property or within City or Collin County ROW. The final location of the two Offsite Signs will be established at the time the Offsite Signs are permitted but will generally be northwest of the Property near or on properties currently owned by the City or Melissa ISD. Exhibit K shows a conceptual Offsite Sign. The Offsite Signs shall be no greater than ten (10) feet high and six (6) feet wide. The two Offsite Signs may be located within or adjacent to ROW and may be located midblock or at intersections so long as the Offsite Signs are not within a required sight triangle. The final location is subject to administrative approval through a sign permit. There is no time restriction for the Offsite Signs. The cost of production, installation, maintenance, and relocation or removal of the Offsite Signs shall be the responsibility of the permittee. In no event shall the City of Melissa be responsible or liable for the Offsite Sign located in the right-of-way or on City-owned property.



KFM
ENGINEERING & DESIGN

ZONING EXHIBIT

LONG RANCH - ONE MARK ADVISORS

THE INFORMATION SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE

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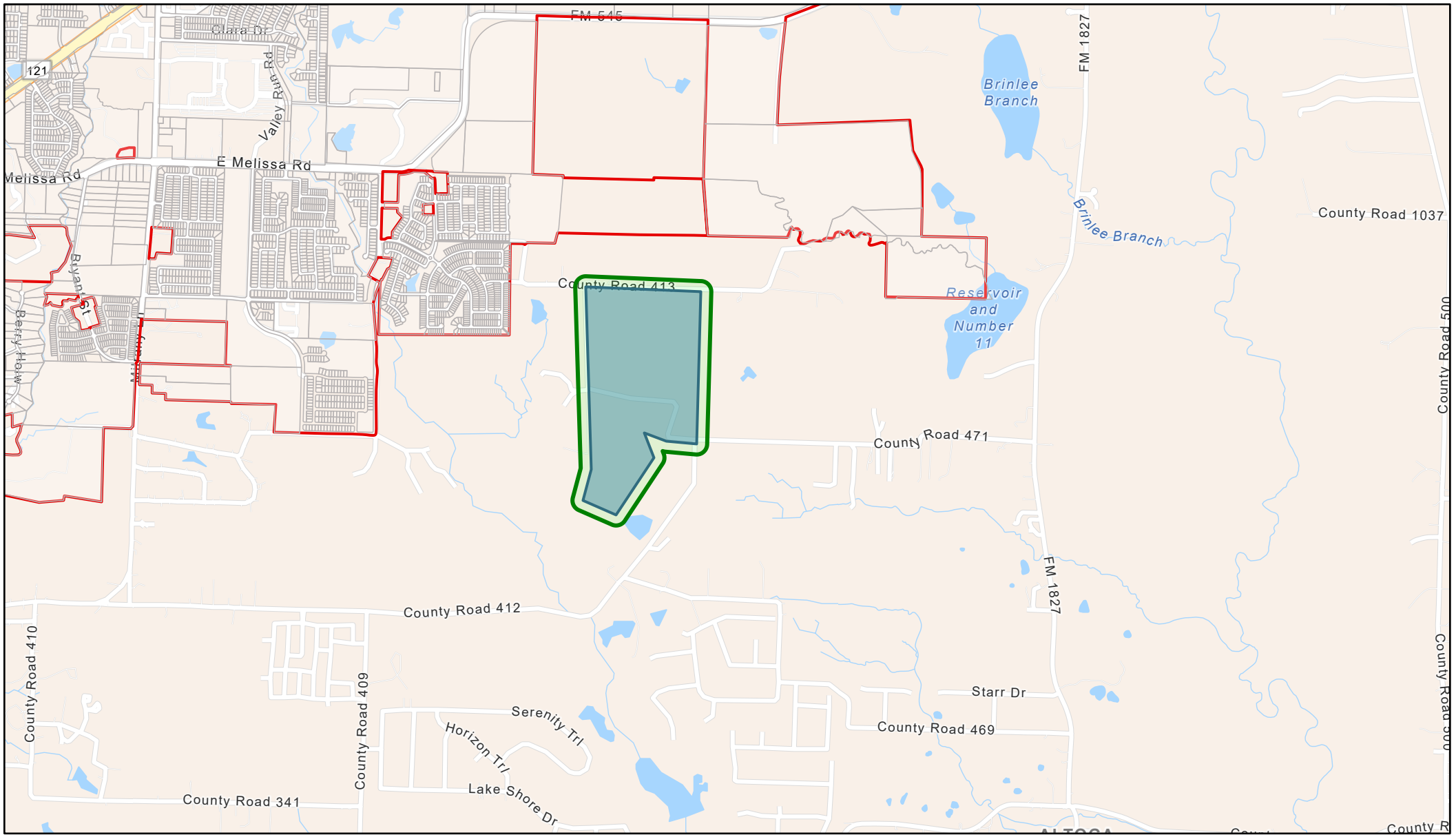
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City of Melissa Notification Map



10/1/2026, 7:38:22 AM

Parcels Melissa City Limits

City Limits

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0 0.4 0.8 1.6 km

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