CITY OF MELISSA
CITY COUNCIL REGULAR
MEETING AGENDA

Tuesday, March 24, 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

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in which event the item will be removed from the Consent Agenda and placed in the section titled Consideration of Items Withdrawn From the Consent Agenda.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 March 10, 2026 City Council Work Session and the March 10, 2026 City Council Regular Meeting. (HB)

B. 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 21.3± acres of land situated in the Joab Butler Survey, Abstract No. 69, Collin County, Texas.

C. Consider the Melissa Shopping Plaza Final Engineering Site Plan, consisting of 3.17± acres of land, situated in the Andrew Thomas Survey, Abstract No. 894, City of Melissa, Collin County, Texas and generally located approximately 849 feet east of the intersection of Central Expressway and Buc-ee's Boulevard, City of Melissa, Collin County, Texas. (TL)

D. Consider authorizing the City Manager to negotiate and execute a contract with Dillon Morgan Consulting for a departmental process improvement evaluation. (TS)

6. CONSIDERATION OF ITEMS WITHDRAWN FROM CONSENT AGENDA

7. REGULAR AGENDA

A. Consider an ordinance abandoning the City's interest in a dedicated alley easement shown in the Graves Addition #1, an addition to the City of Melissa, Collin County, Texas, according to the plat thereof recorded under Volume 809, Page 43, plat records of Collin County, Texas. (TL)

B. Consider authorizing the City Manager to execute the Letter of Intent for a Development Agreement with S2LD. (TL)

C. Consider authorizing the City Manager to execute amendments to the Melissa 75 Holdings Development Agreement. (TL)

D. Consider a Donation Box Site Plan, generally located at 2721 Sam Rayburn Highway, City of Melissa, Collin County, Texas. (TL)

E. Consider the Trinity Office Park Final Engineering Site Plan, consisting of 2.49± acres of land, situated in the J. Emberson Survey, Abstract No. 294, City of Melissa, Collin County, Texas and generally located at the northeast corner of Lindenwood Avenue and Central Expressway, City of Melissa, Collin County, Texas. (TL)

F. Consider the Jiffy Lube Final Engineering Site Plan, consisting of 0.867± acres of land, situated in the D.E.W. Babb Survey, Abstract No. 33, City of Melissa, Collin County, Texas, and generally located approximately 308 feet southwest of the intersection of Sam Rayburn Highway and Milrany Lane, City of Melissa, Collin County, Texas. (TL)

G. Consider awarding the Bid for Telephone Road from Melissa Road to Sunset Canyon Drive and authorizing the City Manager to complete and execute the necessary documents. (NH)

H. Consider authorizing the City Manager to negotiate and execute an agreement with WSB regarding Telephone Road Construction. (NH)

I. Consider authorizing the City Manager to execute a contract with Lake Area Sign Company for the Melissa Road South Water Tower painting project. (TS)

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 17th day of March, 2026.

Posted: March 17, 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 FY2025-2026 for the City of Melissa will raise more revenue from total property taxes than last year's budget by an amount of $1,095,131, which is a 6.48% 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 $1,951,306.

Scenario		TAXPAYER IMPACT: Median Taxable Homestead Value		Tax Rate	Estimated City Tax Bill	Change from Prior Year
Prior Year	FY2025	$ 413,849	2024	0.454116	$1,879.35	
Adopted Budget	FY2026	$ 441,633	2025	0.454116	$2,005.53	$126.17
No-New Revenue Rate	FY2026	$ 441,633	2025	0.477065	$2,106.88	$227.52
Voter Approved Rate	FY2026	$ 441,633	2025	0.478134	$2,111.60	$232.24

The adopted budget for FY 2025-2026 can be viewed on the City's website located at cityofmelissa.com under the Financial Transparency Tab

MINUTES

CITY OF MELISSA CITY COUNCIL WORK SESSION

CITY COUNCIL WORK SESSION

MARCH 10, 2026
5:15 p.m.

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, Joseph Armstrong and Sean Lehr were present.

Rendell Hendrickson arrived at 5:20 p.m.

3. Public Comments

There were no public comments.

4. Discussion regarding any items on the Regular Agenda

Tyra LaVerne, Interim Director of Development Services, gave brief summaries of items 7A thru 7G on the Regular Meeting agenda.
Cheryl Fields, Finance Director, gave a summary of item 7H on the Regular Meeting agenda.

5. Work Session Item(s)

A. Discussion regarding Water Tower Painting Design (TS)

Terrell Smith, Assistant City Manager, presented the painting design for the South Water Tower. Council discussed timeline as well as the possibility of a new design on the North Water Tower.

B. Discussion regarding Boards and Commission Process (HB)

Hope Baskin, City Secretary, led a discussion regarding the Boards and Commission process as well as recent resignations on the Planning and Zoning Commission.

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

I. 551.072 Discussing Purchase, Exchange, Lease or Value of Real Property (2322 Sam Rayburn Hwy)

Council Action:

Motion was made by Joseph Armstrong and seconded by Rendell Hendrickson to Recess into Executive Session at 6:14 p.m.

Vote: 7/0/0

D. **Reconvene into Work Session**

Council Action:

Motion was made by Preston Taylor and seconded by Dana Conklin to Reconvene into the Work Session at 6:26 p.m.

Vote: 7/0/0

6. Discussion regarding any future agenda items

There was no discussion regarding future agenda items.

7. Adjourn

Mayor Northcut adjourned the Work Session at 6:26 p.m.

ATTEST:

_____ _____

Hope Baskin, City Secretary Jay Northcut, Mayor

MINUTES

CITY OF MELISSA CITY COUNCIL REGULAR MEETING

CITY COUNCIL REGULAR MEETING

MARCH 10, 2026

6:30 PM

REGULAR MEETING AGENDA

1. CALL TO ORDER AND ROLL CALL

Mayor Northcut called the Regular Meeting to order at 6:33 p.m.

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

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Northcut led the invocation.

3. PROCLAMATIONS AND PRESENTATIONS

A. Recognition of the Downtown Overlay District Committee

Mayor Northcut thanked the Downtown Overlay District Committee for their dedication to District 46. The present Committee Members were presented with a District 46 memento.

4. PUBLIC COMMENTS - AGENDA ITEMS

There were no public comments.

5. CONSENT AGENDA

A. Consider the minutes from the February 24, 2026 City Council Work Session and Regular Meeting. (HB)

B. Consider authorizing the City Manager to complete and execute an event coordination agreement with SBG Hospitality LLC for the planning, coordinating, and execution of the 2026 Melissa Tribute Festival. (TS/TB)

C. Consider a resolution amending Resolution 2026-10 and authorizing the execution of a contract for the acquisition of personal property under Section 271.005 of the Texas Local Government Code and the Public Property Finance Act; pledging certain lawfully available revenue funds; authorizing the City Manager or his designee to execute all documents necessary for the purchase of a CCTV Camera System Van, an F750 Dump Truck, an F350 Dump Truck and a Caterpillar 420 Backhoe, associated equipment, and service fees. (CF)

D. Consider an ordinance adopting a local property tax exemption for properties on which qualifying child-care facilities are operated, subject to Section 11.36 of the Texas Tax Code; amending the Melissa Code of Ordinances; providing repealing, savings and severability clauses and an effective date. (JL)

E. Review and Accept the Quarterly Financial Report for the period ending December 31, 2025. (CF)

Council Action:

Motion was made by Craig Ackerman and seconded by Joseph Armstrong to Approve the Consent Agenda as noted.

Vote: 7/0/0

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 a proposed amendment to Melissa's Code of Ordinances, Chapter 12 (Planning and Zoning), Article 12.300 (Zoning Ordinance Adopted), Section 3 (Zoning Districts Established), Section 18 (Special Zoning Districts); Modifying certain standards governing the "DOD" Downtown Overlay District Special Zoning District. (TL)

Mayor Northcut opened the public hearing at 6:42 p.m.

Tyra LaVerne, Interim Director of Development Services, presented the item to Council stating that beginning in the fall of 2024, an appointed nine members of the Downtown Overlay District Committee worked with the City's design consultant, CSRS, to provide meaningful direction of the future of Melissa's downtown area. Through this process, it was determined that the Downtown Overlay District Ordinance needed to be revised. Staff reviewed the current ordinance, which was adopted in 2018. Staff has proposed recommendations that are intended to improve clarity, flexibility, and consistency while preserving the overall design vision adopted by the City. The proposed changes are based on Staff review, comparisons with peer cities, and experience administering the current standards. The recommendations are organized into five categories: Building and Massing; Streetscape and Pedestrian Design; Parking and Access; Land Use and Residential; and Entrances, Activation, and Signage.

All existing structures will be grandfathered into current standards or as they develop. They will not require compliance with the new regulations unless and until they remodel their structure or redevelop their site.

Council Action:
Motion was made by Joseph Armstrong and seconded by Sean Lehr to close the public hearing at 6:45 p.m.

Vote: 7/0/0

Dana Conklin thanked members of the Downtown Overlay District Committee for their commitment to the District 46 project and looks forward to the future of District 46.

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

Vote: 7/0/0

B. 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 13.01± acres of land in the aggregate, heretofore zoned Agricultural District ("A") and General Commercial ("C-2") zoning classification within the Commercial Corridor Overlay District ("CC/O"); providing that the property, generally located at the southeast corner of US 75 and Melissa Road, City of Melissa, Collin County, Texas, is rezoned and placed in the Planned Development/General Commercial District within the Commercial Corridor Overlay District ("PD/C-2/CC/O"). (TL)

Mayor Northcut opened the public hearing at 6:47 p.m.

Tyra LaVerne presented the item to Council stating that this project, known as The Summit at Melissa Crossing, is split-zoned and located within Melissa's Commercial Corridor Overlay District. The northern portion of the site, adjacent to Melissa Road, is zoned General Commercial (C-2), while the southern portion remains unzoned and is designated Agricultural (A). The applicant is requesting to rezone the property to a single Planned Development (PD) district with General Commercial (C-2) as the base zoning.
The applicant is requesting the following deviations from City Code, which would apply only to the southern portion of the development: landscape buffer on the west side to be reduced from a required 30 feet to 25 feet, up to 37% of parking between the building and the right-of-way instead of the required maximum of 25%, and a landscape buffer adjacent to residential lots to be 10-feet instead of the required 15-feet.
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 Joseph Armstrong to close the public hearing at 6:48 p.m.

Vote: 7/0/0

Vanget Shushank answered questions for Council regarding the variances.

Council Action:
Motion was made by Dana Conklin and seconded by Rendell Hendrickson to Approve an Ordinance amending Melissa's Zoning Ordinance, Ordinance No. 92-08, as noted.

Vote: 6/1/0, with Preston Taylor voting against the item.

C. Consider the PVB Melissa Commercial Phase 1 Final Engineering Site Plan, consisting of 13.01± acres of land, situated in the John Emberson Survey, Abstract No. 294, City of Melissa, Collin County, Texas and generally located at the southeast corner of US 75 and Melissa Road, City of Melissa, Collin County, Texas. (TL)

Tyra LaVerne presented the item to Council stating that City Staff has reviewed the Final Engineering Site Plan for compliance with the City's Code of Ordinances and the proposed zoning. All staff comments have been addressed, and the site plan meets City Code and the proposed zoning requirements.
The Planning and Zoning Commission recommended approval by a vote of 7/0/0.

Council Action:
Motion was made by Joseph Armstrong and seconded by Sean Lehr to Approve the PVB Melissa Commercial Phase 1 Final Engineering Site Plan as noted.

Vote: 6/1/0, with Preston Taylor voting against the item.

D. **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 6.235± acres of land in the aggregate, heretofore zoned Single Family Residential District 3/General Commercial District/Heavy Industrial District ("SF-3/C-2/I-2") within the Downtown Overlay District within the Transition Mixed Use District ("DOD/TMU"), provided that the property, generally located at the southeast corner of McKinney Street and Melissa Road, City of Melissa, Collin County, Texas, is rezoned and placed in the**

Planned Development/General Commercial District within the Downtown Overlay District within the Transition Mixed Use District ("PD/C-2/DOD/TMU"). (TL)

This item was withdrawn by the applicant.

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 0.359± acres of land, heretofore zoned Single Family Residential District 3 zoning classification within the Downtown Overlay District within the Commercial Mixed Use District ("SF-3/DOD/CMU"), provided that the property, generally located at 2916 Santa Fe Street, Collin County, Texas, is rezoned and placed in the Planned Development/Restricted Commercial District zoning classification within the Downtown Overlay District within the Commercial Mixed Use District ("PD/C-1/DOD/CMU"). (TL)

Mayor Northcut opened the public hearing at 6:54 p.m.

Tyra LaVerne presented the item to Council stating that the applicant is requesting approval of a Planned Development ("PD") zoning designation to allow the adaptive reuse of an existing single-family residence for operation as a bakery and small event venue. The subject property consists of two platted lots totaling approximately 0.359 acres and is located within the Downtown Overlay District ("DOD"), Commercial Mixed Use ("CMU") area. The site contains an existing single-family home. The applicants recently acquired the property and is proposing to adaptively reuse the structure to accommodate a bakery and café, along with a small multi-purpose event space intended for small gatherings and craft-related events. No expansion of the existing structure is proposed. Site improvements associated with the adaptive reuse include the addition of an adjacent gravel parking area, installation of a 6-foot wood privacy fence to buffer adjacent residential properties, and maintenance of the home's existing residential character.

The applicant is requesting the following variances: no formal parking lot landscaping, use of crushed and sealed asphalt, installation of 6-foot privacy fence between parking area and adjacent residential property, and use of two residential trash bins and two residential recycling bins.

Staff received one letter of opposition stating concerns of increased noise and traffic in the area. Staff also received seven letters of support.

Lindsey Oldham, applicant for the project, gave a presentation and answered questions for Council.

Council Action:
Motion was made by Joseph Armstrong and seconded by Dana Conklin to close the public hearing at 7:00 p.m.

Vote: 7/0/0

Council Action:
Motion was made by Joseph Armstrong and seconded by Rendell Hendrickson to Approve an Ordinance amending Melissa's Zoning Ordinance No. 92-08, with the exception of removing the variance regarding parking lot landscaping and the variance regarding parking lot surface.

Vote: 7/0/0

F. 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 0.23± acres of land, heretofore zoned Single Family Residential District 3 zoning classification within the Downtown Overlay District within the Commercial Mixed Use District ("SF-3/DOD/CMU"), provided that the property, generally located at 1901 E. Harrison Street, Collin County, Texas, is rezoned and placed in the Planned

Development/General Commercial District zoning classification within the Downtown Overlay District within the Commercial Mixed Use District ("PD/C-2/DOD/CMU"). (TL)

Mayor Northcut opened the public hearing at 7:09 p.m.

Tyra LaVerne presented the item to Council stating that the property owner is requesting approval of a Planned Development ("PD") zoning designation to allow the adaptive reuse of an existing structure for operation of a small private pediatric therapy practice. The subject property is located within the Downtown Overlay District ("DOD"), Commercial Mixed Use ("CMU") area and contains an existing residential structure. The applicant proposes to utilize the existing building for a pediatric therapy practice. No exterior building expansion is proposed as part of this request, and the adaptive reuse is intended to maintain the existing character of the structure while allowing a low-intensity professional use compatible with the Downtown Overlay District. The proposed use consists of a private pediatric therapy practice providing one-on-one speech therapy sessions. The business will operate solely within the existing structure, and the applicant will not reside on-site. The applicant is working with DART to obtain a license agreement for use of the DART owned portion of the property located at 1901 E. Harrison Street.
Staff received seven letters of support for this request.
The Planning and Zoning Commission recommended approval by a vote of 7/0/0.

Carrie Johnson, applicant for the project, gave a presentation and answered questions for Council.

Council Action:
Motion was made by Dana Conklin and seconded by Sean Lehr to close the public hearing at 7:13 p.m.

Vote: 7/0/0

Council Action:
Motion was made by Dana Conklin and seconded by Sean Lehr to Approve an Ordinance amending Melissa's Zoning Ordinance, Ordinance No. 92-08, as noted.

Vote: 7/0/0

G. Conduct a public hearing and consider an ordinance repealing Planned Development ("PD") Ord. No. 2026-06, amending Melissa's Zoning Ordinance, Ordinance No. 92-08, as amended, to rezone a tract of land consisting of 43.818± acres of land in the aggregate, heretofore zoned Planned Development/Single Family Residential District 3/Townhome District/General Commercial District ("PD/SF-3/TH/C-2") zoning classification, provided that the property, generally located at 4219, 4255, 4295, and 4383 County Road 277, City of Melissa, Collin County, Texas, is rezoned and placed in a new Planned Development/Single Family District 3/General Commercial District ("PD/SF-3/C-2"). (TL)

Mayor Northcut opened the public hearing at 7:17 p.m.

Tyra LaVerne presented the item to Council stating that the subject property was rezoned in fall 2025 which currently allows for the development of townhomes and cottage-style homes. The applicant is requesting an amendment to the existing Planned Development ("PD") to remove the previously approved 69 townhome lots and the townhome lot type. The proposed amendment would replace this land use with cottage-style homes, resulting in the development of 53 additional cottage-style units in lieu of townhomes. No other changes to the approved PD are proposed at this time.
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 7:18 p.m.

Vote 7/0/0

Council Action:
Motion was made by Craig Ackerman and seconded by Joseph Armstrong to Approve an Ordinance repealing Planned Development, as noted.

Vote: 7/0/0

H. Consider an ordinance amending Ordinance 92-04, Appendix A (Melissa Fee Schedule) to adopt Section A (General Administrative Fees), establishing new fees and charges; Requiring processing fees for payments by credit card or electronic means; Providing for specific costs recovery for public information requests in compliance with the Texas Public Information Act. (CF)

Cheryl Fields, Finance Director, presented the item to Council stating that in an effort to centralize credit card fees, Staff has worked with the City Attorney to amend Ordinance 92-04 Appendix A, Melissa Fee Schedule to Adopt Section A. This Section A includes language related to all fees, including Processing Fees, Reimbursement Fees and Service Charges associated with credit card payments and all other forms of electronic payments. Payments with respect to fees, fines, court costs or other charges (Collectively, the "Municipal Charges"). The City will not be collecting these fees, but this Section A is intended to cover the costs of any third-party company the City chooses to use for online payments. In most cases, residents will continue to have the ability to choose another form of payment including cash/check to avoid having to pay the third-party fee.

Council Action:
Motion was made by Dana Conklin and seconded by Sean Lehr to Approve an Ordinance amending Ordinance 92-04, Appendix A (Melissa Fee Schedule), as noted.

Vote: 7/0/0

8. PUBLIC COMMENTS - NON-AGENDA ITEMS

There were no public comments.

9. COUNCIL DISCUSSION

Dana Conklin asked if there was anyone expecting to speak on item 7D, which was withdrawn. Staff confirmed that there was not.

10. ADJOURN

Mayor Northcut adjourned the Regular Meeting at 7:21 p.m.

ATTEST:

_____ _____

Hope Baskin, City Secretary Jay Northcut, Mayor

Item 5.B

City of Melissa City Council Regular Meeting Staff Report

Date March 24, 2026

Subject 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 21.3± acres of land situated in the Joab Butler Survey, Abstract No. 69, Collin County, Texas.

Submitted by Tyra LaVerne, Interim Director of Development Services

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Action Requested

Approval of a resolution establishing a date, time and place for a public hearing to hear concerns for or against this request to annex a 21.3± acre tract of land into the City of Melissa.

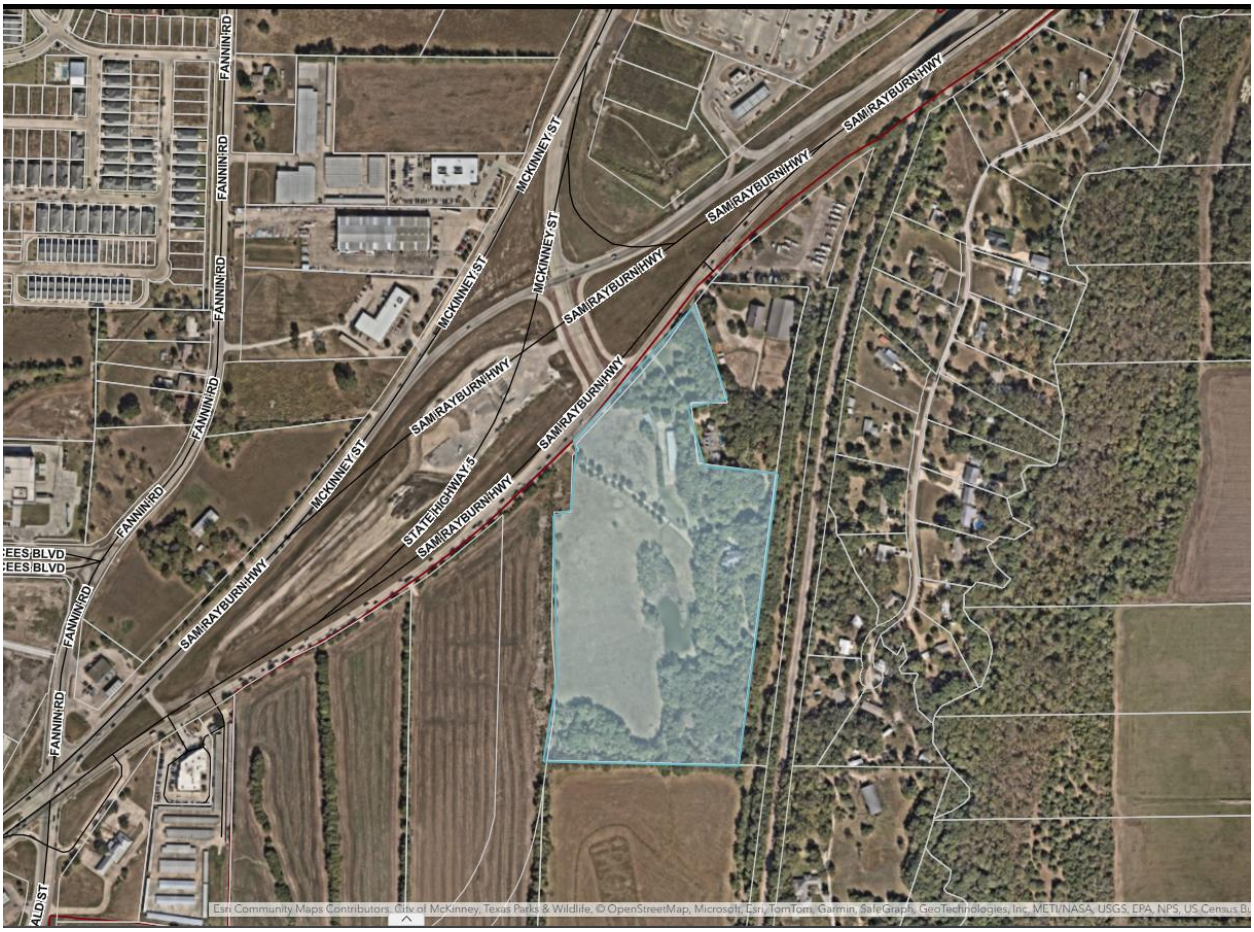
Summary of Subject

The property owner of the subject tract generally depicted in this agenda item recently applied to voluntarily annex into the City of Melissa. The attached resolution establishes a date, time and place for a public hearing to hear concerns for or against this request to annex in accordance with State Law.

Supporting Documents

1. Location of Subject Tract.docx
2. Resolution Setting Public Hearing for Voluntary Annexation - 121 Business Exchange (21.3 acres).docx

Location of Subject Tract



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS, 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 21.2923± ACRES, SITUATED IN THE JAOB BUTLER SURVEY, ABSTRACT NO. 69, COLLIN COUNTY, TEXAS; AUTHORIZING AND DIRECTING THE CITY MANAGER, OR HIS DESIGNEE, TO: (1) PROVIDE THE REQUIRED WRITTEN NOTIFICATIONS TO THE PROPERTY OWNERS AND ANY APPLICABLE PUBLIC ENTITIES; (2) NOTIFY THE PUBLIC OF THE PUBLIC HEARING; (3) OFFER ANY ANNEXATION AGREEMENT, AS REQUIRED BY LAW, OR AS THE CITY MANAGER DEEMS APPROPRIATE, AS HE SOLELY DETERMINES; AND (4) EXECUTE ANY ANNEXATION AGREEMENT DESCRIBED HEREIN; PROVIDING FOR THE CITY COUNCIL'S DETERMINATION OF THE AREA TO BE ANNEXED BY THE CITY OF MELISSA; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: Public Hearing. On the 14th day of April, 2026, at 6:00 p.m., in the City Council Chamber at City Hall, 3411 Barker Avenue, Melissa, Texas 75454, the City Council of the City of Melissa, Texas ("City Council") will hold a public hearing, giving all interested persons the right to appear and be heard on the proposed voluntary annexation by the City of Melissa, Texas ("Melissa") of the area of land consisting of 21.2923± acres, situated in the Joab Butler Survey, Abstract No. 69, Collin County, Texas, more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes.

SECTION 2: Area to be Annexed. The City Council may determine whether all of some of the above-described area will be annexed by Melissa, as evidenced by the motions made and subsequent actions of the City Council at a duly noticed public meeting, said actions being reflected in the minutes thereof.

SECTION 3: Authority to Provide Notice; Annexation Agreements. The City Manager, or his designee, is hereby authorized and directed to: (i) cause notice of such hearing to be published on Melissa's website and in a newspaper having general circulation in Melissa and in the above-described area in accordance with the Municipal Annexation Act (Chapter 43, Texas Local Government Code) ("Act"), and as otherwise required by law; (ii) provide the required written notifications to the owner(s) of the property(ies) contained in the above-described area as well as any applicable public entities as required under the Act; (iii) offer any annexation agreements, as required by law, or as the City Manager deems appropriate, as he solely determines, for Melissa, in accordance with the Act; and (iv) execute the form of any and all annexation agreements described herein.

SECTION 4: Effective Date. This Resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS, on the ___ day of _____, 2026.

_____
Jay Northcut, Mayor

ATTEST TO:

_____
Hope Baskin, City Secretary

Exhibit A

PROPERTY DESCRIPTION

BEING a tract of land situated in the Joab Butler Survey, Abstract No. 69, City of Melissa ETJ, Collin County, Texas, and being a portion of a called 26.54-net acre tract of land, described in a Special Warranty Deed to Michael Justice, Trustee of the Mike Justice Irrevocable Trust dated October 22, 2021, recorded in Instrument No. 20211222002576520 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a corner on the northwesterly line of said 26.54-net acre tract, and being the northeast corner of a called PARCEL P00057090, described in a deed to the State of Texas, recorded in Instrument No. 2023000023685 of the Official Public Records of Collin County, Texas, same also being on the southeasterly right of way line of State Highway 121, a variable width right of way, and being the beginning of a non-tangent curve to the left with a radius of 3,889.71 feet, a central angle of 04°38'11", and a chord bearing and distance of North 40°05'21" East, 314.66 feet;

THENCE in a northerly direction, along the northwesterly line of said 26.54-net acre tract and along the southeasterly right of way line of said State Highway 121, with said non-tangent curve to the left, an arc distance of 314.75 feet to a point for corner;

THENCE North 37°46'26" East, along the northwesterly line of said 26.54-net acre tract and along the southeasterly right of way line of said State Highway 121, a distance of 288.63 feet to a point at the beginning of a tangent curve to the right with a radius of 3,889.71 feet, a central angle of 00°52'37", and a chord bearing and distance of North 38°12'44" East, 59.53 feet;

THENCE in a northerly direction, along the northwesterly line of said 26.54-net acre tract and along the southeasterly right of way line of said State Highway 121, with said tangent curve to the right, an arc distance of 59.53 feet to the northwest corner of a called 3.024-acre tract of land, described in a deed to Darren K. Millender and wife, Chantel D. Millender, recorded in Instrument No. 20151119001459720 of the Official Public Records of Collin County, Texas;

THENCE South 19°53'30" East, departing the northwesterly line of said 26.54-net acre tract and along the southeasterly right of way line of said State Highway 121, along the westerly line of said 3.024-acre tract, a distance of 374.94 feet to the southwest corner of said 3.024-acre tract, same being on the northerly line of a called 1.651-acre tract of land, described in a deed to Darren K. Millender and Chantel D. Millender, recorded in Instrument No. 20130826001207090 of the Official Public Records of Collin County, Texas;

THENCE South 88°17'00" West, along the northerly line of said 1.651-acre tract, a distance of 21.69 feet to a point for corner;

THENCE South 87°35'27" West, continuing along the northerly line of said 1.651-acre tract, a distance of 110.47 feet to the northwest corner of said 1.651-acre tract;

THENCE South 09°07'04" East, along the westerly line of said 1.651-acre tract a distance of 216.61 feet to the southwest corner of said 1.651-acre tract;

THENCE South 85°05'48" East, along the southerly line of said 1.651-acre tract, a distance of 280.00 feet to the southeast corner of said 1.651-acre tract, same being on the easterly line of

aforesaid 26.54-net acre tract and being on a westerly line of Lot 1, Block 1 of Spat Melissa RV Park, an addition to Collin County, as recorded in Volume 2023, Page 479 of the Plat Records of Collin County, Texas ;

THENCE South 06°22'29" West, along the easterly line of said 26.54-net acre tract and the westerly line of said Lot 1, a distance of 1,050.19 feet to the southeast corner of said 26.54-net acre tract and the southwest corner of said Lot 1, same being on the northerly line of a called 37.81-acre tract of land, described in a deed to Jojo's Run, LLC – Miller Medcalf Series, recorded in Instrument No. 20160311000289810 of the Official Public records of Collin County, Texas;

THENCE South 89°59'11" West, along the southerly line of said 26.54-net acre tract and the northerly line of said 37.81-acre tract, a distance of 690.64 feet to the southeast corner of aforesaid PARCEL P00057090;

THENCE in a northerly direction, departing the southerly line of said 26.54-net acre tract and the northerly line of said 37.81-acre tract, along the easterly line of said PARCEL P00057090, the following:

North 07°17'47" East, a distance of 169.23 feet to a point for corner;

North 00°33'17" East, a distance of 125.40 feet to a point for corner;

North 05°19'05" West, a distance of 175.92 feet to a point for corner;

North 00°33'17" East, a distance of 416.61 feet to a point for corner;

South 89°26'43" East, a distance of 60.00 feet to a point for corner;

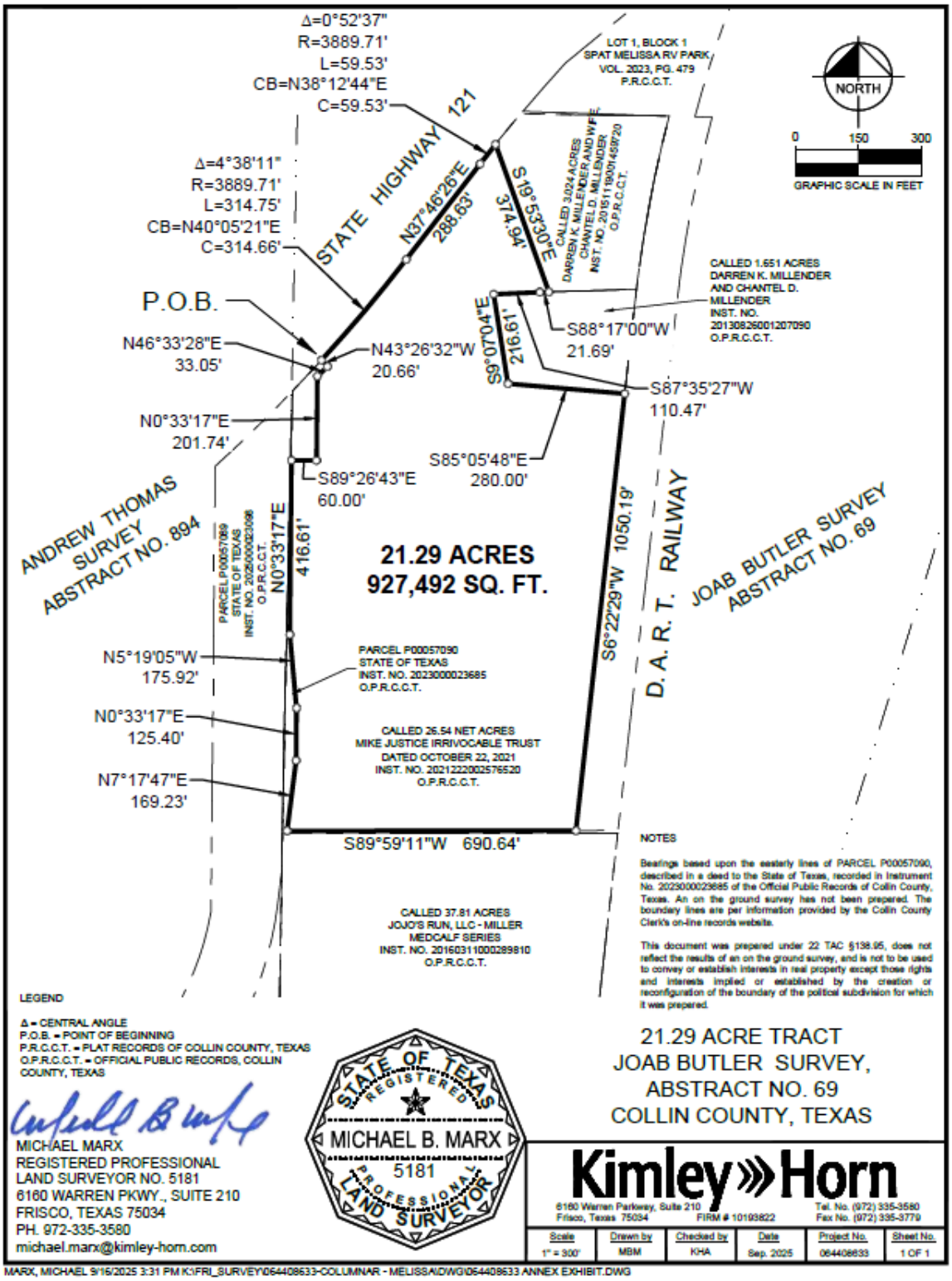
North 00°33'17" East, a distance of 201.74 feet to a point for corner;

North 46°33'28" East, a distance of 33.05 feet to a point for corner;

North 43°26'32" West, a distance of 20.66 feet to the **POINT OF BEGINNING** and containing 927,492 square feet or 21.2923 acres of land.

Bearings based upon the easterly lines of PARCEL P00057090, described in a deed to the State of Texas, recorded in Instrument No. 2023000023685 of the Official Public Records of Collin County, Texas.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.


Δ=0°52'37"
R=3889.71'
L=59.53'
CB=N38°12'44"E
C=59.53'
LOT 1, BLOCK 1
SPAT MELISSA RV PARK
VOL. 2023, PG. 479
P.R.C.C.T.
NORTH
0 150 300
GRAPHIC SCALE IN FEET
STATE HIGHWAY 121
Δ=4°38'11"
R=3889.71'
L=314.75'
CB=N40°05'21"E
C=314.66'
N37°46'26"E
288.63'
S19°53'30"E
374.94'
CALLED 3.024 ACRES
DARREN K. MILLENDER AND WIFE
CHANTEL D. MILLENDER
INST. NO. 20151190014597 20
O.P.R.C.C.T.
CALLED 1.651 ACRES
DARREN K. MILLENDER
AND CHANTEL D.
MILLENDER
INST. NO.
20130826001207090
O.P.R.C.C.T.
P.O.B.
N46°33'28"E
33.05'
N43°26'32"W
20.66'
S9°07'04"E
216.61'
S88°17'00"W
21.69'
S87°35'27"W
110.47'
N0°33'17"E
201.74'
S85°05'48"E
280.00'
S89°26'43"E
60.00'
ANDREW THOMAS
SURVEY
ABSTRACT NO. 894
PARCEL P00057090
STATE OF TEXAS
INST. NO. 2023000023086
O.P.R.C.C.T.
N0°33'17"E
416.61'
21.29 ACRES
927,492 SQ. FT.
S6°22'29"W 1050.19'
D. A. R. T. RAILWAY
JOAB BUTLER SURVEY
ABSTRACT NO. 69
N5°19'05"W
175.92'
PARCEL P00057090
STATE OF TEXAS
INST. NO. 2023000023685
O.P.R.C.C.T.
N0°33'17"E
125.40'
CALLED 26.54 NET ACRES
MIKE JUSTICE IRRIVOCABLE TRUST
DATED OCTOBER 22, 2021
INST. NO. 20212220025765 20
O.P.R.C.C.T.
N7°17'47"E
169.23'
S89°59'11"W 690.64'
CALLED 37.81 ACRES
JOJO'S RUN, LLC - MILLER
MEDCALF SERIES
INST. NO. 20160311000289810
O.P.R.C.C.T.
NOTES
Bearings based upon the easterly lines of PARCEL P00057090, described in a deed to the State of Texas, recorded in Instrument No. 2023000023685 of the Official Public Records of Collin County, Texas. An on the ground survey has not been prepared. The boundary lines are per information provided by the Collin County Clerk's on-line records website.
This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
LEGEND
Δ = CENTRAL ANGLE
P.O.B. = POINT OF BEGINNING
P.R.C.C.T. = PLAT RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
STATE OF TEXAS
REGISTERED
MICHAEL B. MARX
5181
PROFESSIONAL
LAND SURVEYOR
MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com
21.29 ACRE TRACT
JOAB BUTLER SURVEY,
ABSTRACT NO. 69
COLLIN COUNTY, TEXAS
Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779
Scale 1" = 300'
Drawn by MBM
Checked by KHA
Date Sep. 2025
Project No. 064408633
Sheet No. 1 OF 1
MARX, MICHAEL 9/16/2025 3:31 PM K:\FRI_SURVEY\064408633-COLUMNAR - MELISSA\DWG\064408633 ANNEX EXHIBIT.DWG

Item 5.C

City of Melissa City Council Regular Meeting Staff Report

Date March 24, 2026

Subject Consider the Melissa Shopping Plaza Final Engineering Site Plan, consisting of 3.17± acres of land, situated in the Andrew Thomas Survey, Abstract No. 894, City of Melissa, Collin County, Texas and generally located approximately 849 feet east of the intersection of Central Expressway and Buc-ee's Boulevard, City of Melissa, Collin County, Texas. (TL)

Submitted by Tyra LaVerne, Interim Director of Development Services

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Action Requested
Consider the Melissa Shopping Plaza Final Engineering Site Plan.

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

Link to Final Civil Plans - https://cityofmelissa-my.sharepoint.com/:b:/p/nregalado/IQC53px824pFSrKKeE61GcxuAdo8FAtW-mNQY5atOvr6-lw?e=R7coMl

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

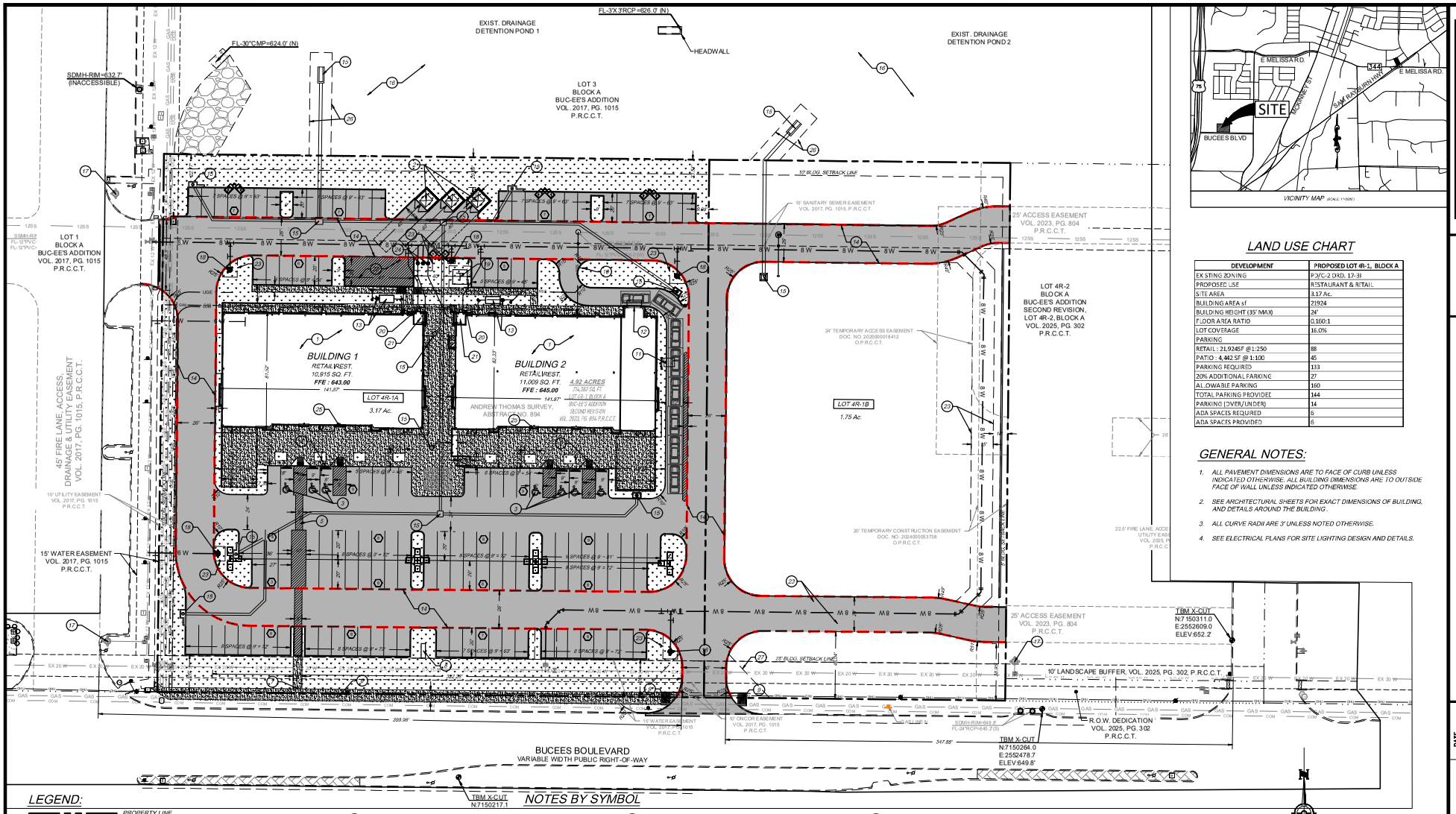
Comprehensive Plan Comments
The land use complies with the zoning on the subject tract.

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

Supporting Documents
1. Location of subject Tract - Melissa Shopping Plaza.docx
2. Site Plan for Melissa Shopping Plaza.pdf

Location of subject Tract





LAND USE CHART

DEVELOPMENT	PROPOSED LOT 4R-1, BLOCK A
EXISTING ZONING	P3/C-2 ORD. 17-31
PROPOSED USE	RESTAURANT & RETAIL
SITE AREA	3.17 Ac.
BUILDING AREA sf	21924
BUILDING HEIGHT (35' MAX)	24'
FLOOR AREA RATIO	0.160:1
LOT COVERAGE	16.0%
PARKING	
RETAIL : 21,924SF @1:250	88
PATIO : 4,442 SF @ 1:100	45
PARKING REQUIRED	133
20% ADDITIONAL PARKING	27
ALLOWABLE PARKING	160
TOTAL PARKING PROVIDED	144
PARKING (OVER/UNDER)	14
ADA SPACES REQUIRED	6
ADA SPACES PROVIDED	6

GENERAL NOTES:

1. ALL PAVEMENT DIMENSIONS ARE TO FACE OF CURB UNLESS INDICATED OTHERWISE. ALL BUILDING DIMENSIONS ARE TO OUTSIDE FACE OF WALL UNLESS INDICATED OTHERWISE.
2. SEE ARCHITECTURAL SHEETS FOR EXACT DIMENSIONS OF BUILDING, AND DETAILS AROUND THE BUILDING.
3. ALL CURVE RADII ARE 3' UNLESS NOTED OTHERWISE.
4. SEE ELECTRICAL PLANS FOR SITE LIGHTING DESIGN AND DETAILS.

LEGEND:

- PROPERTY LINE
- ADJOINED PROPERTY
- BUILDING SETBACK LINE
- EASEMENTS
- EXISTING CURB
- PROPOSED CURB AND GUTTER
- PAINTED STRIPE (TRAFFIC WHITE)
- FIRE LANE STRIPING
- PAINTED WALKWAY (TRAFFIC WHITE)
- CONCRETE PAVING (THICKNESS AND REBAR PER SHEET C-2.1)
- 4" THICK CONCRETE SIDEWALK
- INTERIOR LANDSCAPED AREA (RE: LANDSCAPE PLANS)
- (16) PARKING STALL COUNT
- SITE LIGHTING (SEE ELECTRICAL PLANS)

NOTES BY SYMBOL

1. PROPOSED BUILDING STRUCTURE.
2. DUMPSTER WITH ENCLOSURE WITH 7" THICK CONC. APRON. REFER TO ARCHITECTURAL PLANS FOR DETAILS
3. ACCESSIBLE PARKING SPACE (TYP.)
4. ACCESSIBLE PARKING POLE SIGNAGE (TYP.) - 2 VAN ACCESSIBLE & 4 REGULAR SIGNAGE
5. ADA COMPLIANT WALKWAY
6. PROPOSED 8' WIDE SIDEWALK IN CITY ROW.
7. CONNECT ADA COMPLIANT WALKWAY TO PROPOSED SIDEWALK IN CITY ROW.
8. MONUMENT SIGN (FOR REFERENCE ONLY. BY SEPARATE PERMIT)
9. BARRIER FREE RAMP (BFR) TYP.
10. "DO NOT ENTER" SIGNAGE
11. ORDER BOARD (REFER ARCH. SHEETS)
12. PICKUP WINDOW
13. 1000 GAL COMMUNITY GREASE INTERCEPTOR AND SAMPLE WELL
14. FIRE LANE MARKED PER CITY OF MELISSA FIRE DEPARTMENT STANDARDS & FIRE LANE, ACCESS, DRAINAGE & UTILITY EASEMENT
15. STORM DRAINAGE STRUCTURE
16. EXISTING STORM DRAINAGE DETENTION POND
17. EXISTING FIRE HYDRANT
18. PROPOSED FIRE HYDRANT (WITH REFLECTIVE MARKERS PER FIRE DEPARTMENT REQUIRMENTS
19. ELECTRICAL TRANSFORMER
20. FIRE DEPARTMENT CONNECTION (FDC)
21. FIRE RISER ROOM (50 SF)
22. LOADING AREA
23. WATER EASEMENT
24. 2 - 2" DOMESTIC & 1" IRRIGATION WATER METERS
25. BUILDING NUMBER LOCATION
26. PROPOSED 15' DRAINAGE EASEMENT (BY SEPARATE INSTRUMENT)
27. PROPOSED VAM EASEMENT (BY PLAT)

PURPOSE STATEMENT
THIS SITE PLAN SHOWS THE DEVELOPMENT OF A RESTAURANT AND RETAIL CENTER

0 30 60 90 120
GRAPHIC SCALE IN FEET
1" = 30'

CASE NO : XXXXXX PLAN DATE : 02-20-2026

ENGINEERING SITE PLAN

MELISSA SHOPPING PLAZA
LOT 4R-1, LOT A, THE BUC-EE'S ADDITION
CITY OF MELISSA, COLLIN COUNTY, TEXAS
VOLUME 2023, PAGE 804 P.R.C.C.
ZONING : PD / C-2 AREA : 3.17 Ac.

OWNER/ DEVELOPER	ENGINEER / APPLICANT	LANDSCAPE ARCHITECT	SURVEYOR
A&A PAUL PARTNERS INC.	THOMAS SITE DEVELOPMENT ENGINEERING INC.	FELDMAN DESIGN STUDIOS	EAGLE SURVEYING, LLC
6383 FRANCIS LANE	P.O. BOX 1261, COLLEYVILLE, TX 76034	P.O. BOX 832346	222 S ELM STREET, SUITE 200
FRISCO, TX 75035	ATTN: MATHEW THOMAS, PE PH: (214) 680-2728	RICHARDSON, TX 75083	DENTON, TX 76201
ATTN: PAUL BARADA PH: (214) 986-4538		ATTN: CAROL FELDMAN PH: (972) 523-4944	ATTN: RICHARD SPICER JR. PH: (940) 222-3009

THOMAS SITE DEVELOPMENT ENGINEERING INC.
REGISTRATION NO. F-16289
P.O. BOX 1261, COLLEYVILLE, TX 76034
PHONE: (214) 680-2728, THOMAS-ENG.COM
EMAIL: MATHEW@THOMAS-ENG.COM

MATHEW THOMAS 81978 LICENSED PROFESSIONAL ENGINEER 02/20/26

MELISSA SHOPPING PLAZA
XXXX BUCEES BLVD.
MELISSA, TX 75454

REVISION	DESCRIPTION	DATE

C-2.0

C:\USERS\MATHE\ONEDRIVE\CAD WORK FILES\2025001 MELISSA RETAIL DESIGN\SHEETS\C-2.0 SITE PLAN - MELISSA RETAIL.DWG
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Item 5.D

City of Melissa City Council Regular Meeting Staff Report

Date March 24, 2026

Subject Consider authorizing the City Manager to negotiate and execute a contract with Dillon Morgan Consulting for a departmental process improvement evaluation. (TS)

Submitted by Terrell Smith, Assistant City Manager

Summary of Subject

Dillon Morgan Consulting (DMC) is a firm comprised of lean six sigma black belt professionals who assist organizations in improving existing processes and workflows as well as provide training for organizations to frame their future success with transformation competence tools. DMC has worked with other Texas City's (Garland, Flower Mount, Burleson, Lewisville) to review their development process and make improvement to streamline and make their processes more efficient.

As the City continues to see growth and development activity, our current process often times require multiple submissions and approvals to reach compliance of our zoning regulations, and development standards. These revisions and submissions increase the overall development cycle time, creates a negative developer experience, and increases the level of effort required by staff responsible for implementation of the City's planning and zoning process.

This review is expected to take 6-8 weeks, and key deliverables include:

1. As-Is process maps
2. Root Cause Analysis reports
3. List of opportunities for improvement
4. Future state design maps
5. Quick Win recommendations
6. Implementation Roadmap
7. Project Final Report

Staff has spoken with other communities that have worked with DMC, and has received positive feedback about results and deliverables.

Budget Impact

$95,000.00

Staff Recommendation

Staff recommends authorizing the City Manager to negotiate and execute a contract with Dillon Morgan Consulting for a departmental process improvement evaluation.

Supporting Documents

1. City of Melissa Development Project Proposal v1.pdf



Development Process Improvement Proposal to the City of Melissa, TX

Mailing Address/Location: 5 Cowboys Way
Suite 300, Frisco, Texas, 75034, US
Email: Mzee.dillon@dillonmorgan.com,
Phone: +1 945-900-1797

DILLON MORGAN CONSULTING.

Message from our CEO

Dear friends at the City of Melissa,

Thank you for engaging us to work alongside your organization as you drive to streamline and build efficiencies in the development processes elevating the experience of stakeholders involved – developer community, citizens and staff.

We are eager to drive improvement for the city. This proposal is a brief overview of our understanding of your current needs and a proposed approach to supporting the city in achieving its strategic objectives through process improvement.



Kindest regards,

Mzee Dillon
CEO/Managing Director

DILLON MORGAN CONSULTING.

Outline

I **About DMC**

II **The Urban Development Dilemma**

III **Case Study from a Comparable City**

IV **Our Proposal to the City of Melissa**

V **Your Investment**



Who We Are: Introduction to Dillon Morgan Consulting (DMC)



01

Our mission is **to partner with organizations to enable the successful execution of their visions and strategies**, **supporting those committed to making the world a better place.**

02

- Trusted by city and county leadership for our sector experience and proven results.
- A collaborative, “with you” approach — we embed ourselves in your team and focus on sustainable outcomes.
- A commitment to measurable impact: We define success together, track it together, and celebrate it together.

Corporate Office:
5 Cowboys Way, Suite 300,
Frisco TX 75034

03

Founded in 2015, Dillon Morgan Consulting is a global firm specializing in strategy execution, operational efficiency, profit optimization, and project delivery.

With cross-industry transformation experience, DMC also trains professionals. Certified consultants apply Lean Six Sigma, Project Management, Change Management, and Organizational Agility to deliver proven results.

Our Services: How we partner with cities to drive operational excellence



Strategy Execution

- Facilitate Strategic planning initiatives
- Translate Strategy to Objectives and Key Results (OKRs)
- Facilitate identification and prioritization of initiatives

Process Improvement

- Identify opportunities for effectiveness and efficiency
- Drive opportunities to implementation
- Create a culture of continuous improvement

Insights & Analytics

- Identify meaningful metrics to drive key results
- Baseline performance and provide dashboard view
- Facilitate leadership to make data driven decisions

Operational Excellence

- Deliver custom transformation training through DMC Academy for measurable results and includes Lean Six Sigma certifications.
- Develop leaders through executive coaching and workshops that build resilient, high-performance teams

Governance & Strategic Clarity

- Deliver projects efficiently from concept to completion
- Optimize resources to maximize value and impact
- Drive results that strengthen infrastructure and community performance

Our perspective is built on owning, executing and advising organizations around the world through their transformation journeys

6 Continents, 27+ Countries: Delivered Transformation Leadership Training

10+ Transformation Office Deployments



Certifications include Project Management, Continuous Improvement, Customer Experience, IT, and Change Management

500+ Global Transformers Trained

The Urban Development Dilemma – Navigating Growth, Expectations and Efficiencies

As urban expansion accelerates, the imperative for efficient, transparent, and developer-friendly processes grows.

Yet, Cities grapple with the intricate challenge of advancing continuous improvements while simultaneously navigating pressing operational demands.



Case Study from a Comparable City – Slide 1 of 2

Problem Statement & Goal

- This City's development process, like many other cities requires multiple submissions (#) and approvals to fulfill development codes and standards. Multiple revisions increase the overall development cycle time, creates a negative developer experience, and increases the level of effort required by the city development frontline employees through re-work
- The City aims to reduce the number of total resubmittals and cycle time in the development process by 50% by the end of 2024

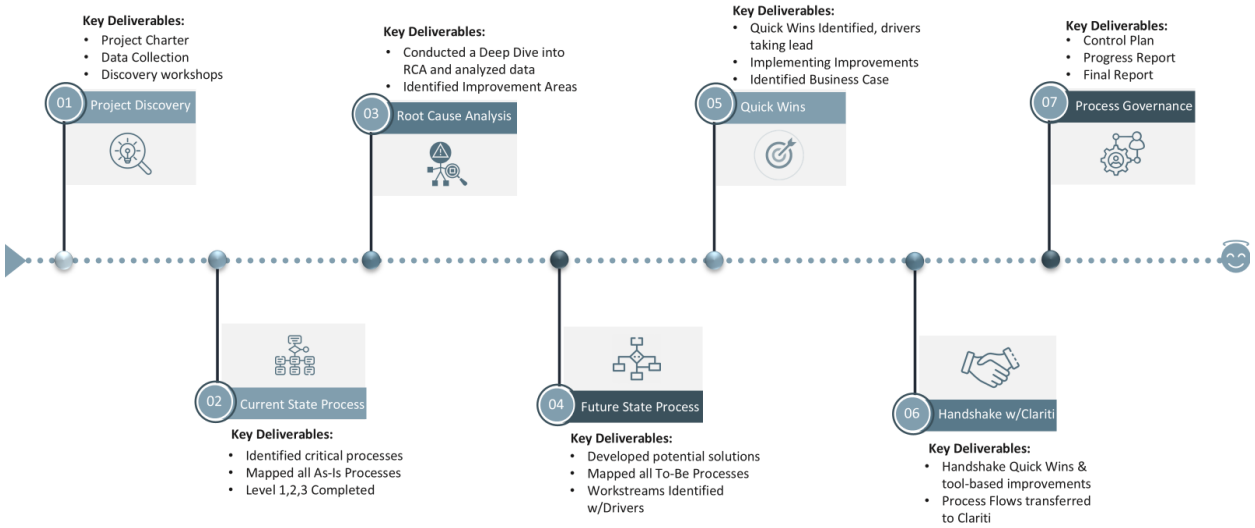
Our Approach

In the initial phase of our project with the City, we collaborated with nine departments to establish a performance baseline and map out current (As-Is) processes. Through data collection and process mapping (Levels 1 to 3), we uncovered bottlenecks and inefficiencies, laying the groundwork for improvement.

We then partnered with City staff to conduct a root cause analysis (including fishbone exercises) to pinpoint specific areas for improvement—particularly reducing resubmittals. These insights shaped the Future State (To-Be) process mapping, with an emphasis on quick wins and innovative solutions developed alongside process owners.

Finally, we implemented the quick wins, providing training to workstream owners and communicating process changes to all stakeholders. This shared understanding ensures an efficient, standardized process for the City, paving the way for continuous improvement.

Milestones & Deliverables along the way



Case Study from a Comparable City – Slide 2 of 2

Project Outcomes – Success Metrics

- A reduction from 3.4 to 1.8 major resubmittals per project
- A 46% decrease in manual process steps
- Anticipated significant cost savings for developers, up to 60% for large developers
- Anticipated 50 fewer schematic reviews annually for both concept and detail plans.
- Improved developer satisfaction and increased attractiveness for redevelopment projects

Celebrating Success (Stakeholders and the Team)



Success of the project not only demonstrated the tangible benefits of process improvement but also highlighted the potential for significant economic impact through faster development cycles and increased investment.

Our Proposal on a page

OBJECTIVE

Assess the City's end-to-end development services processes and deliver recommendations for a scalable operating model that promotes continued growth, effectiveness, Efficiency and stakeholder delight

IN SCOPE

City Development processes and its interaction with other departments, vendors and developer community

OUT OF SCOPE

- Implementation support
- Tool / Technology integration

SOLUTION APPROACH

Our proposed approach builds on the Dillon Morgan Business Transformation Execution Methodology to ensure change is successful, sustainable, and establishes within the organization a mechanism and cadence to self-govern and maintain process excellence.

The 3 -phased intensive approach will mimic a Hybrid DMAIC (Define, Measure Analyze, Improve, Control) Methodology, taking the engagement from Discovery to Future State Design within period of a six weeks.

Phase – 1: Discovery & Current State Mapping
Phase – 2 : Causal Analysis & Solutioning
Phase – 3 : Future state Design & Implementation Roadmap

PROJECT EXECUTION

Team Structure	1 Lead Consultant + 1 Sr. Analyst
Locations	Onsite at the City of Melissa
Governance	Weekly, Phase End Steering Group reviews
Communication	Workshops, meetings, collaboration tools, Email

PHASE MILESTONES

- Discovery & Current state maps: 3 Weeks
- Causal Analysis & Solutioning: 1 Weeks
- Future State design & Implementation Roadmap: 2 Weeks

KEY DELIVERABLES

- Project Charter & Project plan
- Performance Baseline report
- As-Is process maps
- Root Cause Analysis reports
- List of opportunities for improvement
- Future state design maps
- Quick Win recommendations
- Implementation Roadmap
- Project Final Report

COMMERCIALS

6 Weeks Engagement
$95,000

Based on **our understanding of your needs** and our experience in leading transformations in similar contexts, we put together **an approach to help realize Melissa's desired vision**

Our understanding of the opportunity:

- The City of Melissa is at a growth inflection point, driven by sustained residential development over the past decade and a recent acceleration in commercial projects. Development-related matters now account for a significant portion of City Council agendas.
- As development services increasingly serves as the "front door" of the City, leadership is seeking to ensure that processes are clear, consistent, defensible, and appropriately scaled to current and future needs.
- While there is a shared recognition of the need for efficiency, the City lacks a clear, data-backed understanding of where delays, bottlenecks, or friction points truly occur within development review processes. Many practices are inherited from prior conditions, and it is unclear whether legacy processes, review pacing, and communication structures remain fit for today's operating environment.
- The City currently relies on a mix of internal staff and third-party providers for planning & review. Also, the City is transitioning from MyGov to Clariti, with some permitting functions already live
- The City intends to engage Dillon Morgan Consulting (DMC) to comprehensively assess the current state and make recommendations for process efficiencies while ensuring exceptional experiences for Developer community and City employees

Our approach to Transformation:

Discover (Establishing a baseline): We talk to leaders and work alongside the teams conducting the work to learn the true impact of process challenges and establish a baseline of the process performance to be improved. A Project charter with success criteria and project timelines is defined and presented to the steering group.

Document the current state (As-Is) processes: We will work closely with identified champions , Subject Matter Experts (SME), or process primes from each of the process areas to map out the current processes at three levels (Level 1,2, and 3), identifying process bottlenecks and inefficiencies along the way.

Perform Root cause analysis & Prioritize opportunities for improvement : Together with the City subject matter experts, we will pinpoint specific root causes contributing significantly to process inefficiency and failures. Further, prioritize opportunities to focus on, when defining 'To-Be' state

Develop the Future State (To-Be) Processes: Leveraging outputs from the above phases, we will facilitate design thinking and other brainstorming activities to develop solutions and new processes together with the process primes. During this part of the project, we will identify quick wins that can be implemented immediately and larger initiatives that require more extensive changes for stakeholder consideration.

Implementation Roadmap: We will work closely with the stakeholders involved in the Development process to facilitate creation of an implementation plan to ensure that the new processes are implemented effectively. A final report for the engagement is shared including best practices for process governance.

Our proposed approach is based on Dillon Morgan transformation methodology (inspired from Lean Six Sigma DMAIC approach)

Phase 1
Discovery Study & Current state mapping

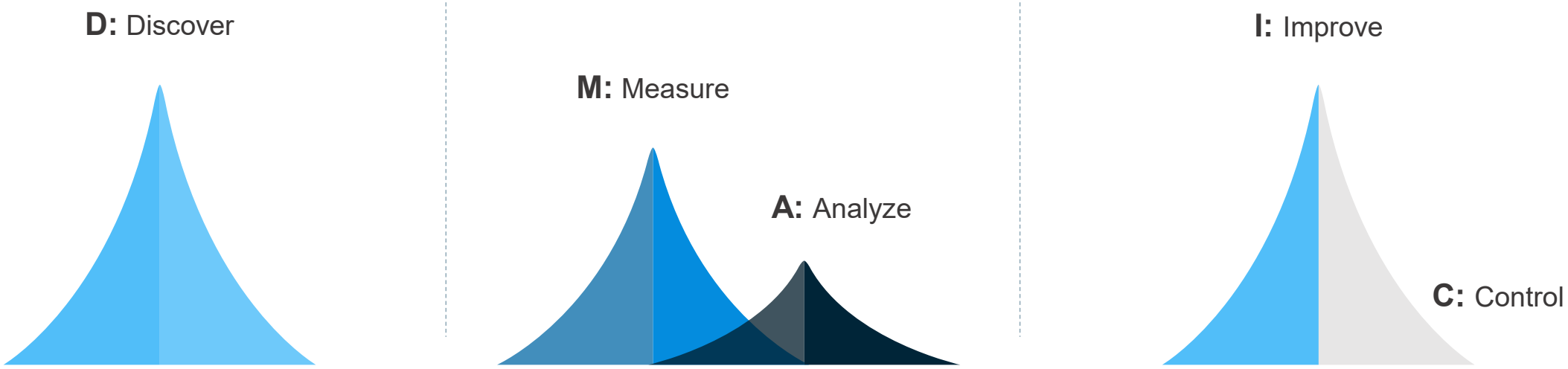
- Conduct a Discovery Study (establishing a baseline)
- Agreement on Project charter
- Creation of a Project plan
- Document the current state (As-Is) Processes

Phases 2
Causal Analysis & Solutioning

- Conduct a deep dive into Root Causes / Drivers (RCA) for inefficiencies
- Identify and prioritize opportunities for improvements (OFIs)

Phase 3
Future state design & Implementation Support

- Create a To-Be process flow
- Recommend Quick Wins
- Implementation Roadmap
- KPIs & Process Governance recommendations

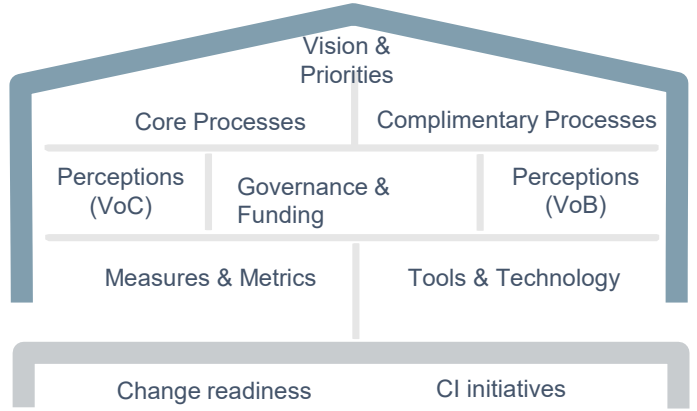


* Implementation support is a DMC proposal for next steps

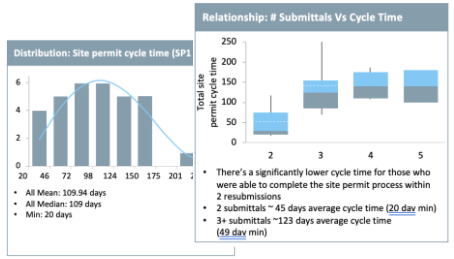
Discovery effort will help us understand the leadership vision, develop relationships and assess current state of processes; we then go create a targeted plan of attack

Phase – 1 Discovery & Current State Mapping

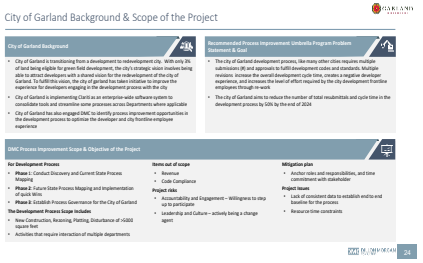
- We schedule discussions with leaders to understand the department's vision for development services, current plans and challenges to solve from their point of view
- We also review available artefacts and data to draw inferences and insights into process effectiveness, current strengths and efficiencies
- We build relationships with Subject Matter Experts / project team members to identify key stakeholders and draw out Level – 1 process maps
- By the end of Phase-1 we expect to have a project charter with scope, success criteria and a refined plan of action going into current state mapping workshops.



10 Areas for discovery



Baseline



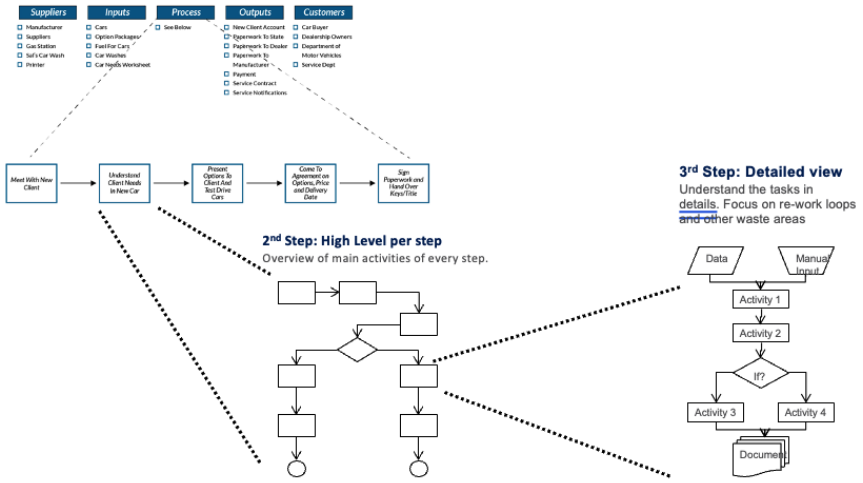
Project Charter

** Images for illustration only*

Discovery Study

Process mapping level 1, level 2, and level 3 processes will allow the project to dive into the specific task being performed and allow us to see opportunities for improvement

- Enhanced Service Delivery: L1 process mapping offers a bird's-eye view of the Development process, enabling prioritization of key service areas and allocate resources to more effectively deliver services to developers.
- Efficient Resource Allocation: L2 process mapping dives deeper into intermediate-level processes, allowing identification of inefficiencies, enabling wiser budget planning, and distributing resources more efficiently.
- Streamlined Procedures: L3 process mapping provides standardized guidelines at the detailed process level, ensuring consistent, error-free service delivery, fostering a positive experience for developers.
- Continuous Improvement: The clear process hierarchy facilitates identification of bottlenecks and implementation of improvement initiatives for more efficient Development operations.

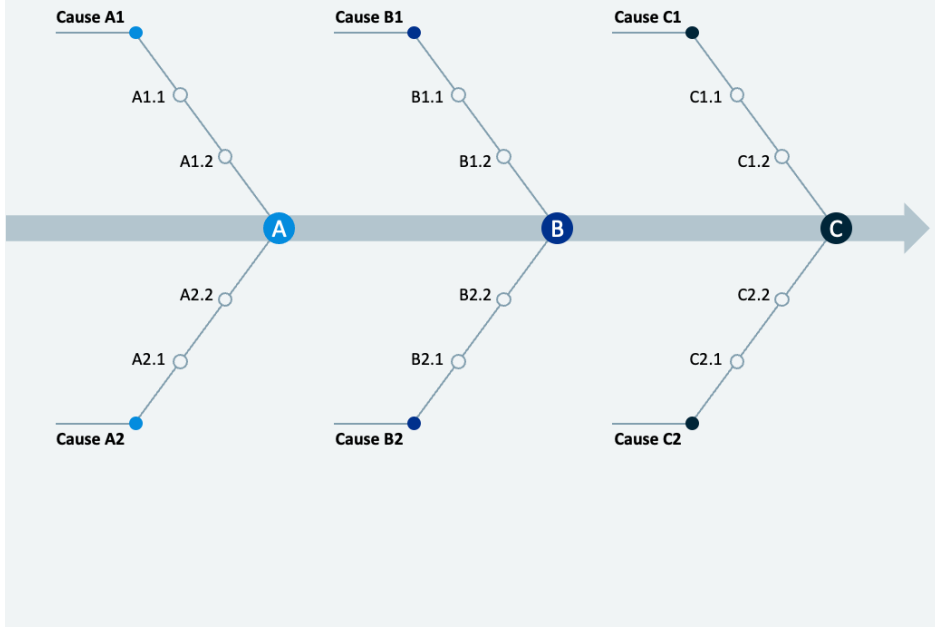


Level 1, Level 2, and Level 3 illustration

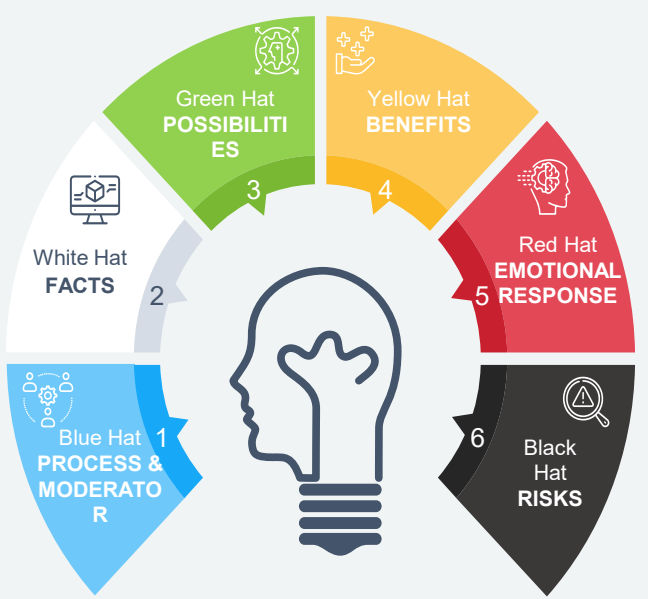
Documenting the current state (As-Is) processes

Once the process bottlenecks are identified, we facilitate exercises to identify root causes for the gaps and ideate on solutions that aid in fixing those causes

In a workshop, team members utilize the Fishbone exercise (or similar as appropriate) to uncover reasons for process failures, then quantitatively assess each cause for probability and impact



In a workshop setting, we apply techniques such as the Six thinking Hats for brainstorming solutioning options and apply prioritization techniques such as the Pugh matrix to identify best possible options for the city to implement as part of the Future State Design



SOLUTION OPTIONS

CRITERIA	Option 1	Option 2	Option 3	Option 4	Option 5
Ease of Implementation	B	+	+	0	-
Cost of Implementation	B	+	+	+	-
Increase in revenue	B	-	0	+	-
Customer Satisfaction	B	+	+	+	-
Minimal Training N	B	0		-	+

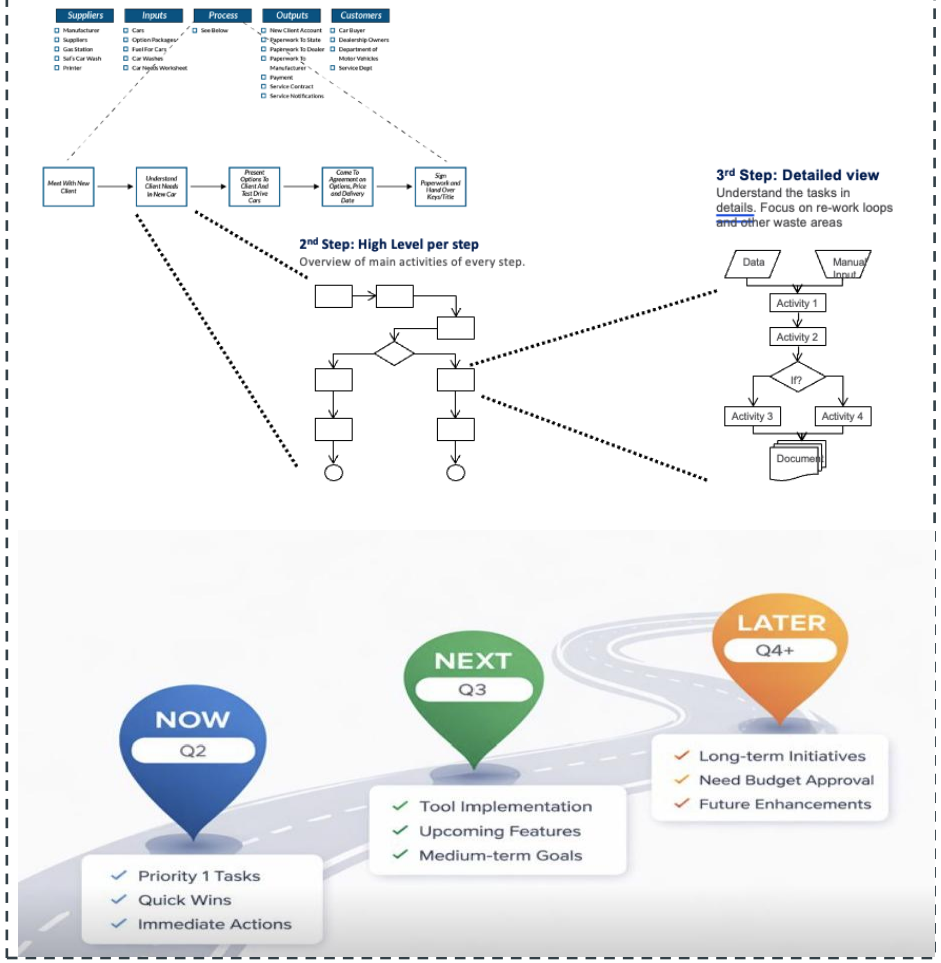
Conduct a Deep Dive into Root Causes/Drivers (RCA) → **Ideate for Solutioning**

The team will participate in workshops to define the Target state process flow and a SMART (Specific, Measurable, Attainable, Relevant, Timebound) Implementation Roadmap

Phase – 3 Future State Design & Imp. Roadmap

- Key stakeholders of the process are brought together to map a Future State Design taking into account the current state and the solutions identified as part of the earlier phase
- Any interim solutions (if implementing an ideal process step takes time) are also called out as part of the design
- Clear process hierarchy facilitates identification of bottlenecks and implementation of improvement initiatives for more efficient Development operations.
- Quick Wins are identified along the way to realize value immediately while other solutions are planned for implementation in the near to medium term
- In liaison with the City stakeholders, DMC will deliver an implementation roadmap for the future state along with recommendations on KPIs and process governance

Level 1, Level 2, and Level 3 illustration



Future State Design

Implementation Roadmap

Project management & Governance: Throughout the engagement we will ensure an environment of transparency and enable you to make timely decisions

Project update

Steering Group Leadership Review

Frequency	Weekly
Agenda	▪ Overall progress report, including: – Tasks accomplished to date – Tasks in progress – Tasks planned for next week ▪ Area of concern/ backlogs/ inputs/recommendations

Key Documents	Executive Summary and Phase wise deliverables
Attendees	Steering Group, DMC
Presenter	DMC Consultant

** Weekly progress report will also be circulated to steering group members through mail*

Deliverable review and sign-off

Deliverables will undergo a structured process of review and sign-off

1 **INTERNAL REVIEW**

Process specific documentation are reviewed by respective business process owner

2 **SPONSOR REVIEW**

Major deliverables such as Project charter, Phase end reports and Final deliverables are signed off by the sponsor

HANDOFF & NEXT STEPS

We cannot do this without you – support required from the City

Phase	DMC Activities	Support required from the City
Set Up	- Consultants shall provide identification as needed for access - Will conduct all meetings & workshops at City locations	- Access to office location and seating arrangement - Information and Introduction to key stakeholders - Wi-fi access, meeting room, shared repository to upload documents - Stationary – stick on flip charts, sticky notes, markers, tape
Discovery	- Lead interviews with key stakeholders - Conduct preliminary analysis of documentation - Compile initial findings and identify potential risks - Prepare project Charter and project plan	- Provide access to existing documentation - Schedule interviews and ensure staff availability - Share relevant data and reports - Participate in initial project kick-off
Mapping of As-Is process	- Lead process mapping workshops and capture details - Analyze bottlenecks and identify key metrics - Create detailed As-Is Process Maps and documentation - Present findings for review	- Arrange for staff to attend workshops and provide process insights - Provide access to any current documentation or data of relevance
Causal Analysis & Solutioning	- Perform data analysis & facilitate Root Cause analysis - Develop Cause-and-Effect diagrams and prioritize causes - Facilitate validation sessions with stakeholders - Lead solutioning sessions and document options	- Provide access to historical process data for analysis - Identified participants availability for workshops - Participate in brainstorming and provide process-specific knowledge - Validate and agree on prioritization
Future State Design	- Conduct feasibility and impact assessments - Create To-Be process maps	- Review future state and provide feedback - Ensure decision-makers are available to approve future state design
Implementation Roadmap	- Facilitate development of an implementation roadmap - Define KPIs and control points - Prepare handover and end to end project documentation	- Share feedback on implemented process - Sign off final deliverables

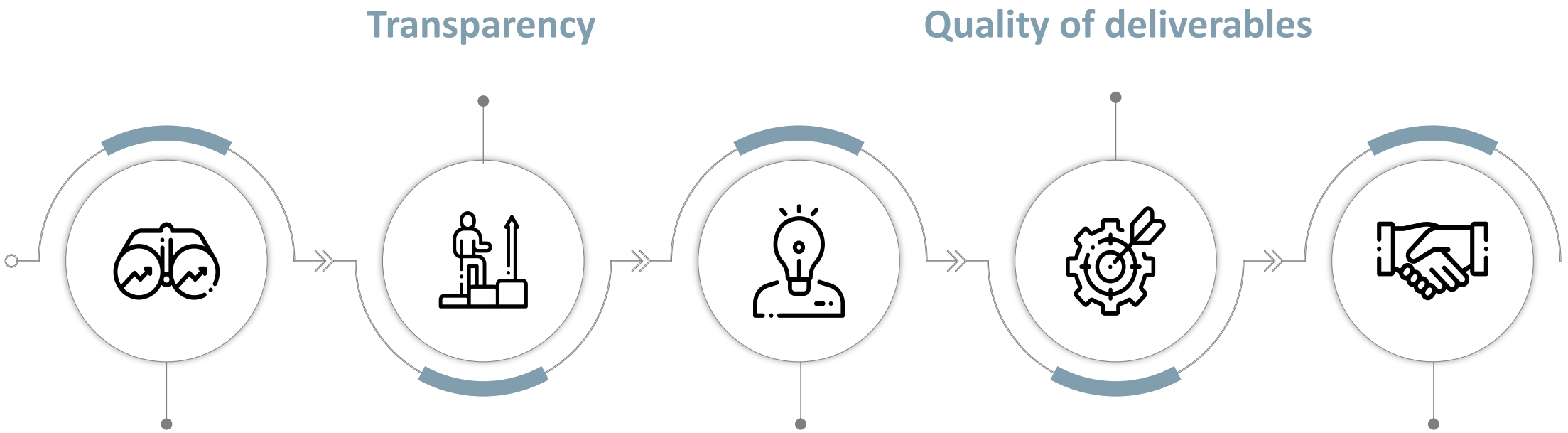
Your investment: We provide below an estimate based on requested scope and our proposed approach to deliver desired outcomes

DMC Consulting role	Billing Rate	Estimated Hours	Estimated Total Cost
Lead Consultant (1)	$250/Hr	236	
Senior Analyst (1)	$150/Hr	240	
			$ 95,000.00
	Grand Total		$95,000.00

Notes

- Total duration of the project is planned for 6 weeks. It could be extended upon City of Melissa's request and approval (This has happened in the past due to staff availability concerns or additional scope)
- Lead Consultant and an analyst will be working full time on the project, further supported by Dillon Morgan leadership & shared staff to provide best coverage & outcomes
- Invoices will be submitted weekly for approval with Net 30 payment terms

Our commitment: Our clients regard us as a trusted partner, not only for the values we uphold but also for the value we deliver. We are fully committed to becoming that same partner for you.



Client References

Project	Contact Person	Contact Details
City Development Services Process Transformation	Judson Rex, Former City Manager, Garland TX	903-814-9396
	Andy Hesser, Assistant City Manager, Garland TX	200 N. 5th Street, P.O. Box 469002, Garland, TX 75046-9002 972-205-2000 ahesser@garlandtx.gov
	Crystal Owens, Assistant City Manager, Garland TX	200 N. 5th Street, P.O. Box 469002, Garland, TX 75046-9002 972-205-2000 cowens@garlandtx.gov

Copies of Dillon Morgan work product may be solicited from these references


DMC
DILLON MORGAN
CONSULTING.
REIMAGINE TRANSFORMATION

City of Melissa City Council Regular Meeting Staff Report

Date March 24, 2026

Subject Consider an ordinance abandoning the City's interest in a dedicated alley easement shown in the Graves Addition #1, an addition to the City of Melissa, Collin County, Texas, according to the plat thereof recorded under Volume 809, Page 43, plat records of Collin County, Texas. (TL)

Submitted by Tyra LaVerne, Interim Director of Development Services

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Action Requested

Consider an ordinance abandoning an alley easement.

Summary of Subject

City staff has received a request to abandon an alley easement located east of the intersection of Santa Fe Street and Graves Street. The affected properties are outlined in red in the attached image, which are located adjacent to the alley shown in yellow.

The property owner has committed to submitting a replat for staff review following approval of the abandonment; therefore, approval should be conditioned upon approval of the replat. All City utilities will be required to be located within existing easements and noted on the plat.

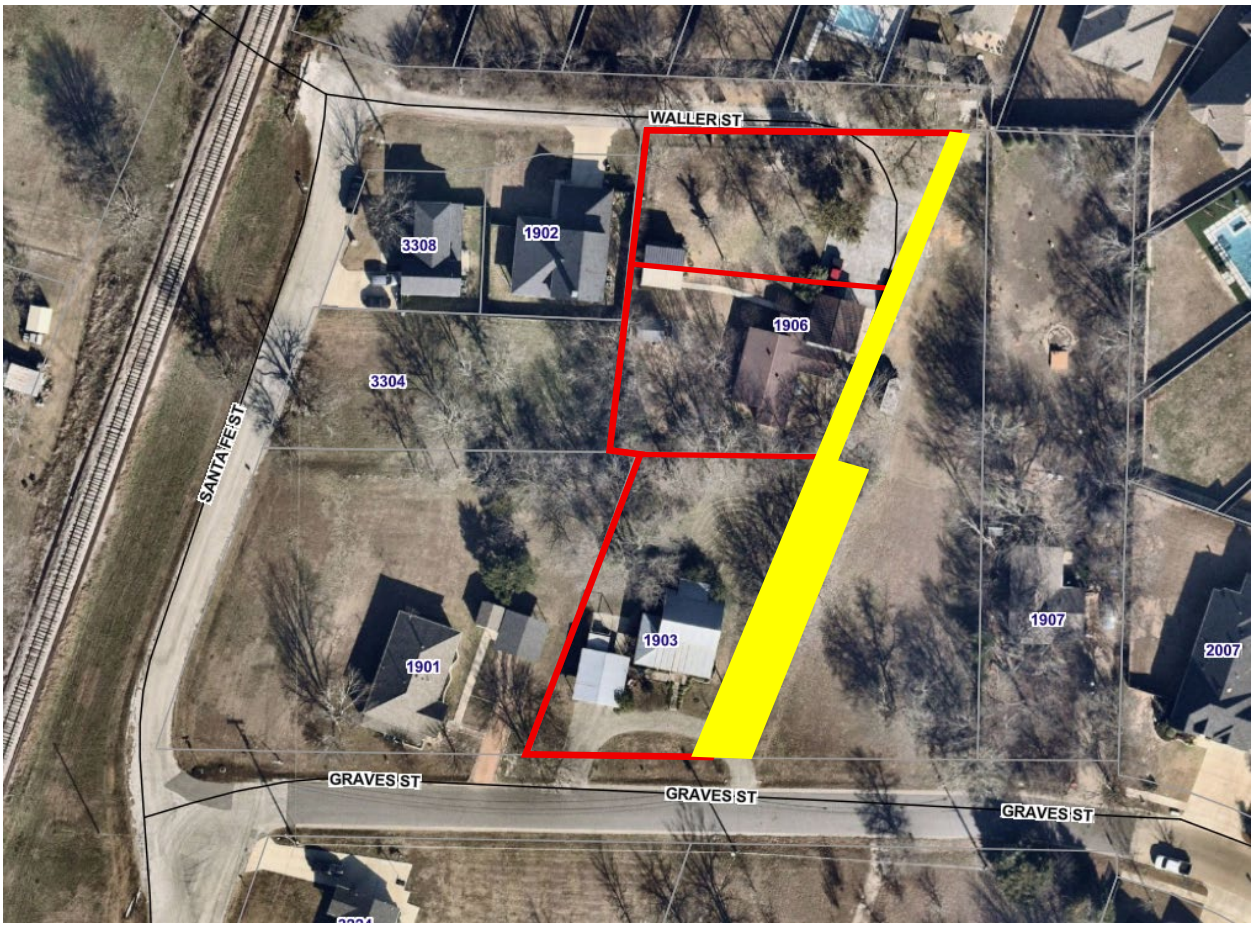
Staff Recommendation

Approval or disapproval is a policymaker decision.

Supporting Documents

1. Alley Exhibit.pdf
2. Ordinance Abandoning Alley (0.141 acres Graves Street).doc

Alley Abandonment Location



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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS, ABANDONING THE CITY'S INTERESTS IN A PORTION OF AN ALLEY EASEMENT DEDICATED IN THE GRAVES ADDITION #1, AN ADDITION TO THE CITY OF MELISSA, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED UNDER VOLUME 809, PAGE 43, PLAT RECORDS OF COLLIN COUNTY, TEXAS; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Melissa, Texas ("Melissa") has received a request from a landowner to abandon an alley easement, described in Exhibit A, attached hereto and incorporated herein by reference for all purposes (the "Easement"), dedicated to Melissa in the Graves Addition #1, an addition to the City of Melissa, Collin County, Texas, according to the plat thereof recorded under Volume 809, Page 43, Plat Records of Collin County, Texas; and

WHEREAS, the City Council of the City of Melissa, Texas, ("City Council") has found that the Easement is not essential; and

WHEREAS, the City Council finds that it is in the best interest of Melissa and its citizens to abandon a portion of Melissa's interests in and to the Easement and that such abandonment will benefit the public generally.

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: Abandonment of Easement. Melissa hereby abandons its rights and interests in and to the Easement described in Exhibit A.

SECTION 3: Existing Utilities. All presently existing water and wastewater lines and facilities, electric transmission and distribution lines and facilities, gas lines and facilities, communications lines and facilities and any other utility lines and facilities, if any, that are located in the Easement may remain in place despite this Ordinance and may continue to be used, repaired, enlarged and maintained in the ordinary course of business. Any person wanting removal of any existing utility line or facility must negotiate separately with the pertinent utility. Any person building in the Easement without first reaching an agreement with a utility having lines or facilities in the Easement does so at his own risk. After the date of this Ordinance, no utility may add new lines or facilities in the Easement based on a claim that the Easement is a public easement. The abandonment approved by this Ordinance does not relinquish any right arising other than from the plat or other instrument creating the public Easement, nor does this Ordinance create new rights.

SECTION 4: Recording. The City Secretary is hereby directed to file and record this Ordinance after its adoption in the Official Public Records of Collin County, Texas.

SECTION 5: Repealing/Savings. 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 6: 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, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7: Effective Date. This Ordinance shall become effective from and after adoption of this Ordinance.

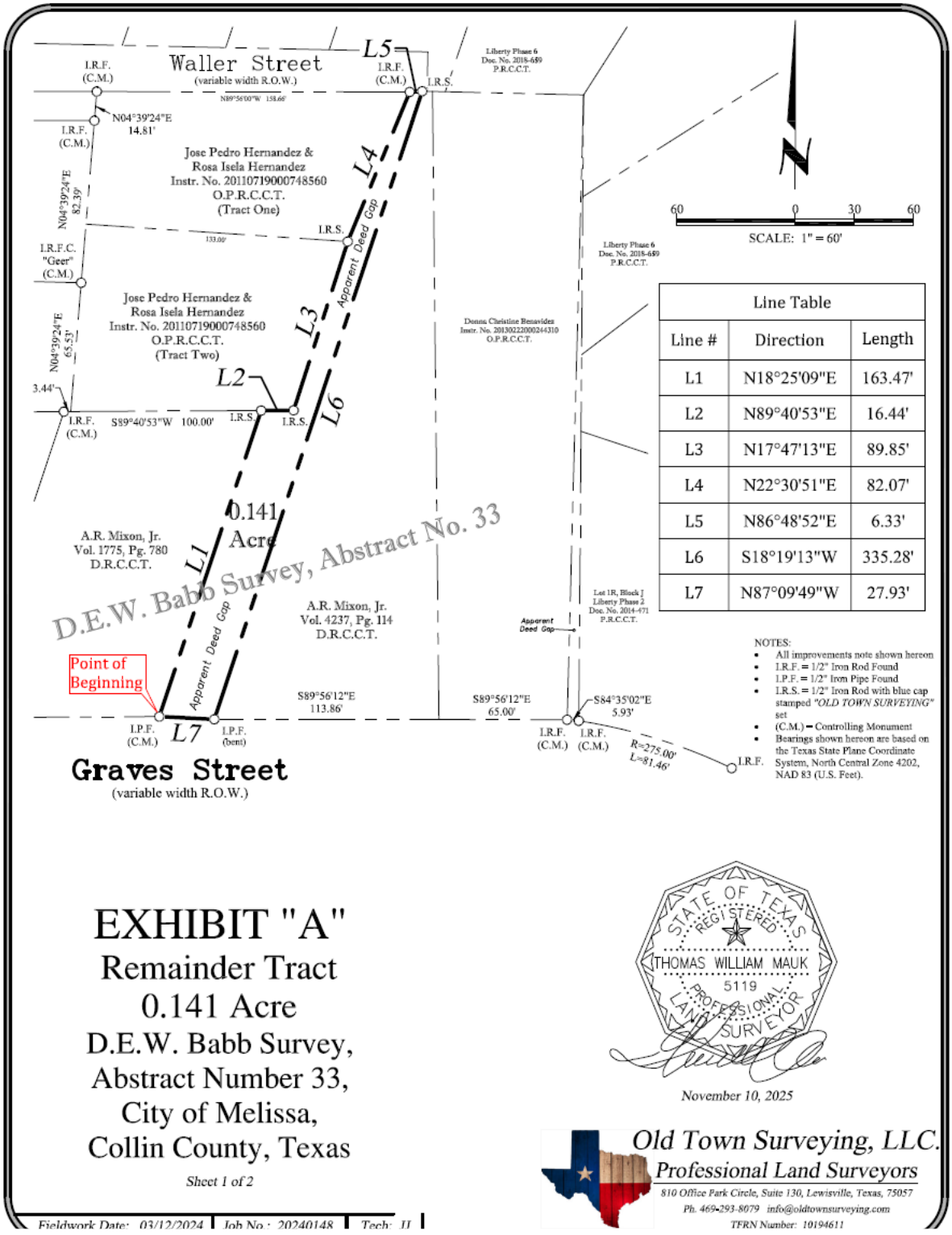
DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS on this ___ day of _____, 2026.

_____
Jay Northcut, Mayor

ATTESTED:

_____
Hope Baskin, City Secretary

Exhibit A



Line Table		
Line #	Direction	Length
L1	N18°25'09"E	163.47'
L2	N89°40'53"E	16.44'
L3	N17°47'13"E	89.85'
L4	N22°30'51"E	82.07'
L5	N86°48'52"E	6.33'
L6	S18°19'13"W	335.28'
L7	N87°09'49"W	27.93'

NOTES:
- All improvements note shown hereon
- I.R.F. = 1/2" Iron Rod Found
- I.P.F. = 1/2" Iron Pipe Found
- I.R.S. = 1/2" Iron Rod with blue cap stamped *"OLD TOWN SURVEYING"* set
- (C.M.) = Controlling Monument
- Bearings shown hereon are based on the Texas State Plane Coordinate System, North Central Zone 4202, NAD 83 (U.S. Feet).

EXHIBIT "A"

Remainder Tract
0.141 Acre
D.E.W. Babb Survey, Abstract Number 33, City of Melissa, Collin County, Texas

Sheet 1 of 2

STATE OF TEXAS
REGISTERED
THOMAS WILLIAM MAUK
5119
PROFESSIONAL
LAND SURVEYOR

November 10, 2025

Old Town Surveying, LLC.
Professional Land Surveyors
810 Office Park Circle, Suite 130, Lewisville, Texas, 75057
Ph. 469-293-8079 info@oldtownsurveying.com
TFRN Number: 10194611

Fieldwork Date: 03/12/2024 | Job No.: 20240148 | Tech: JJ

FIELD NOTES DESCRIPTION:

BEING a 0.141 acre tract of land situated in the D.E.W. Babb Survey, Abstract Number 33, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1 inch iron pipe found for corner being the southeast corner of a tract of land described by deed to A.R. Mixon, Jr., recorded in Volume 1775, Page 780, Deed Records, Collin County, Texas (D.R.C.C.T.), same point being in the north right-of-way line of Graves Street;

THENCE North 18 degrees 25 minutes 09 seconds East, a distance of 163.47 feet to a 1/2 inch iron rod with blue cap stamped *"OLD TOWN SURVEYING"* (OTS) set for corner being in the south line of a tract of land described as Tract Two by deed to Jose Pedro Hernandez and Rosa Isela Hernandez, recorded under Instrument Number 20110719000748560, Official Public Records, Collin County, Texas (O.P.R.C.C.T.);

THENCE North 89 degrees 40 minutes 53 seconds East, a distance of 16.44 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the southeast corner of said Hernandez Tract Two;

THENCE North 17 degrees 47 minutes 13 seconds East, a distance of 89.85 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the southeast corner of a tract of land describes Tract One by said Hernandez deed, same point being the northeast corner of said Hernandez Tract Two;

THENCE North 22 degrees 30 minutes 51 seconds East, a distance of 82.07 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the northeast corner of said Hernandez Tract One, same point being in the apparent south right-of-way line of Waller Street;

THENCE North 86 degrees 48 minutes 52 seconds East, with the apparent south right-of-way line of said Waller Street, a distance of 6.33 feet to a 1/2 inch iron rod with blue cap stamped "OTS" set for corner being the northwest corner of a tract of land described by deed to A.R. Mixon, Jr., recorded in Volume 4237, Page 114, D.R.C.C.T.;

THENCE South 18 degrees 19 minutes 13 seconds West, a distance of 335.28 feet to a 1 inch iron pipe found for corner being the southwest corner of said Mixon tract (Vol. 4237, Pg. 114), same point being in the north right-of-way line of said Graves Street;

THENCE North 87 degrees 09 minutes 49 seconds West, with the north right-of-way line of said Graves Street, a distance of 27.93 feet to the **POINT OF BEGINNING** and containing 6,140 square feet or 0.141 acres of land, more or less.

EXHIBIT "A"

Remainder Tract
0.141 Acre
D.E.W. Babb Survey, Abstract Number 33, City of Melissa, Collin County, Texas

Sheet 2 of 2



November 10, 2025

Old Town Surveying, LLC.
Professional Land Surveyors
810 Office Park Circle, Suite 130, Lewisville, Texas, 75057
Ph. 469-293-8079 info@oldtownsurveying.com
TFRN Number: 10194611

Fieldwork Date: 03/12/2024	*Job No.: 20240148*	*Tech: JJ*

City of Melissa City Council Regular Meeting Staff Report

Date March 24, 2026

Subject Consider authorizing the City Manager to execute the Letter of Intent for a Development Agreement with S2LD. (TL)

Submitted by Tyra LaVerne, Interim Director of Development Services

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Action Requested

Consider authorizing the City Manager to execute the Letter of Intent for a Development Agreement with S2LD.

Summary of Subject

S2LD has submitted a Letter of Intent (LOI) for a Development Agreement related to the project known as The Preserve (formerly Crystal Park). The Preserve received zoning approval in February of this year. The proposed Development Agreement includes the creation of a Public Improvement District (PID) and the assignment of impact fee credits.

S2LD has identified up-zoning, significant infrastructure costs, and proposed amenities—including trails and an amenity center—as factors associated with the PID request.

The development includes the following proposed improvements (included on the City's CIP and Master Thoroughfare Plan) for which S2LD is requesting impact fee credits:

- Upsizing of an existing 12-inch wastewater main
- Roadway improvements along Throckmorton and the N-S Collector as shown in Exhibit F

S2LD is also requesting relief from the City's Park Dedication Fees. The current plan includes approximately 20 acres of open space within the development.

Staff Recommendation

Approval or disapproval is a policymaker decision.

Supporting Documents

1. The Preserve LOI DRAFT.docx

DRAFT

March 24, 2026

S2 Land Development, LLC
Mr. Justin Christ, President
10003 Technology Blvd.
Dallas, TX 75220

RE: Proposed development agreement regarding 148.818± acres of certain real property between S2 Land Development, LLC and the City of Melissa, Texas ("City"), more particularly depicted in Exhibit A (the "Property")

Dear Mr. Christ,

This Nonbinding Letter of Intent ("LOI") shall confirm the desire of the City to engage in further discussions with S2 Land Development, LLC ("Developer") to create a public improvement district ("PID") over the Property and allow the development of the Property through the reimbursement of costs associated with the public infrastructure required for the development of the Property, under the terms and conditions set forth below.

While the City and the Developer (collectively, the "Parties") acknowledge that this Letter of Intent is not intended to be enforceable against either Party, it shall serve to outline the basic principles and understandings to be embodied in a definitive contract (the "Contract") which, if and when executed and subject to the terms and conditions set forth therein, shall become binding on each of the Parties. Neither Party shall rely on the basic principles and understandings contained herein or alter their position in such reliance until the Contract is fully executed. Each party shall continue their current position until the Contract is executed. Neither Party shall be bound until the Contract is signed by both Parties. To the extent that a term or condition set forth in this letter conflicts with a provision of applicable law, the provision of the applicable law prevails.

Within that framework the following is proposed:

1. Planned Development Zoning. Developer has submitted an application for Planned Development ("PD") Zoning on the Property in accordance with the terms outlined below in this LOI, which was approved by the City Council of the City on February 10, 2026. If not already done, Developer shall close on the purchase of a portion of the Property, which is currently designated as Phase 1 of the development, as expeditiously as possible after the effective date of the Contract. Developer will agree that Melissa's building materials standards (as they may be altered or amended by the Contract and/or the approved PD zoning) will apply to the development of any building on the Property. The Contract will contain the City's standard terms regarding defaults and remedies, indemnification, assignment, etc., as they may be altered by agreement of the parties.

2. Property Development Standards. The Property will be developed in accordance with the development standards approved by City Council of the City on February 10, 2026. The City's ordinances and regulations, as they exist, may be amended or in the future arising, will apply to the extent they do not conflict with the agreed development standards.

3. Open Space, Amenities and Public Infrastructure. One amenity center with pool that includes a minimum of 2,000 square feet of total pool area, sports court, and playground. Developer shall complete construction and installation of the amenity center within 270 days after the City approves the final plat covering Phase 2 of the development, such phasing plan of the development has been provided to the City as a separate attachment,. Open space of no fewer than 20 acres with ponds, 8-foot-wide trails composed of concrete and decomposed granite (the "Open Space Amenities"), all to be owned and permanently maintained by Property-wide homeowners association ("HOA") at no cost to City. Developer will complete each applicable Open Space Amenity, or portion thereof, within 270 days of the filing of a final plat covering the phase containing the applicable Open Space Amenity or portion thereof. Such Open Space Amenities are generally depicted in Exhibit D, but may be presented in more detail in the Contract without the need to amend this LOI.

4. Tree Mitigation and Park Dedication Fees.

   a. Tree Mitigation fees will not be enforced.

   b. Park dedication fees will not be enforced. The approximate 20-acre Open Space Amenities, including the trails, will offset any required park dedication fees.

5. East-West Collector Road. The Parties agree that the east-west collector road shown in Exhibit E, attached hereto, is not required for development of the Property. The City will revise its master thoroughfare plan to remove said east-west collector road, so that Developer may develop the Property in accordance with its concept plan. If the master thoroughfare plan cannot be revised on or before the date City Council approves the Contract, the Contract will contain terms providing for its revision.

6. North-South Collector Road. The Developer will construct the north-south collector road shown in Exhibit E attached hereto, in accordance with the terms and conditions of the Contract related to the phase in which such road will be constructed. Such road will be constructed with adjacent phases.

7. Public Improvement District. The Parties will take all necessary actions to establish a public improvement district ("PID") on the Property in accordance with Chapter 372 of the Local Government Code so that the City may levy PID assessments. No property to be conveyed to the City or other governmental entity shall be subject to PID assessment. A PID administrator will be permanently retained by the City and funded through PID assessments so that City is not responsible for administering the PID or responding to

property owners. The City will consider issuing PID revenue bonds, upon completion of the required public infrastructure to provide a fully functioning lot, subject to a cap based upon a bond VTL of 2.25:1 (based on the applicable phase includes only the public improvements in place at that time and finished lots without vertical construction). Bond issuance at a VTL lower than 2.25:1 shall be subject to City discretion and a holdback of bond proceeds until such VTL is met. The determination to issue bonds will be at the sole discretion of the City and subject to the conditions established by the City in the Contract. The PID bonds will not exceed a 30-year amortization or the remaining term of the assessments as outlined in the Service and Assessment Plan. The PID bonds (or any securities issued to be securitized by the PID assessments) must be approved by the Texas Attorney General.

8. Impact Fee Credits. The City acknowledges that Developer plans to provide certain capital improvements to the City, including water, wastewater, and roadway facilities. In exchange for capital improvements, specifically the required over-sized wastewater line and roadways in compliance with the City's master development plans, made by the Developer, the Developer will receive impact fee credits from the City related to wastewater and roadway improvements that Developer constructs, or causes the construction of, that benefit the Property. The current plan for such capital improvements eligible for impact fee credits is attached hereto as Exhibit F.

9. Authority. This Nonbinding Letter of Intent is subject to the approval of the Melissa City Council, and upon approval of the City Council, the execution of the Contract by the Melissa City Manager.

10. Texas Law. The Contract shall be governed and interpreted in accordance with the laws of the State of Texas with respect to all matters pertaining hereto.

If these basic business points are acceptable to the Developer, please acknowledge acceptance and confirm Developer's intent by signing and returning to the undersigned a copy of this letter within thirty (30) days of the date of this letter or this proposal will be automatically withdrawn.

Sincerely,

City of Melissa, Texas

By: _____
Jason Little, City Manager

Agreed to and accepted this____day of_____, 2026:

S2 Land Development, LLC

By:_____
Printed Name: _____
Its: _____

Exhibit A
Description of the Property

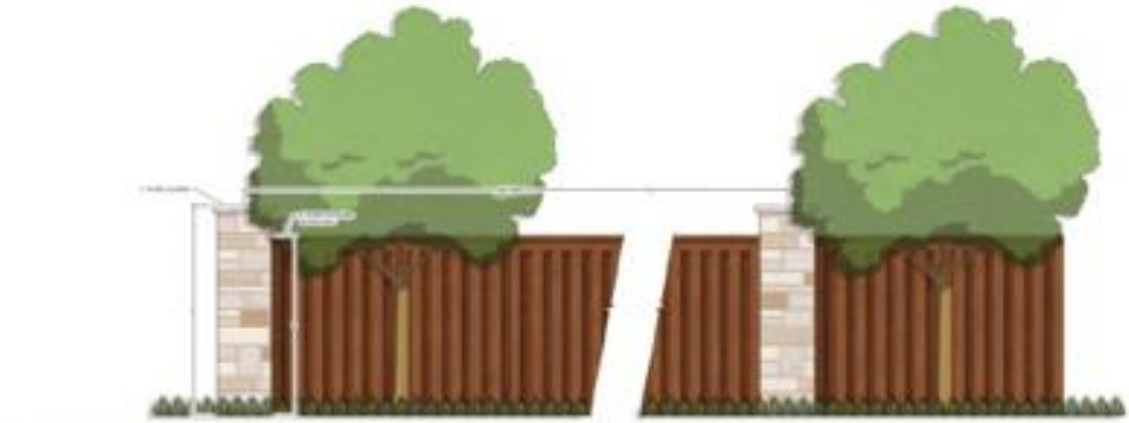


Exhibit B
Proposed Zoning Exhibit



Exhibit C
Screening and Entry Exhibit

THE PRESERVE - SCREENING AND ENTRY EXHIBIT



6' BOARD ON BOARD WOOD FENCE WITH STONE COLUMNS



6' BRICK FENCE WITH STONE COLUMNS

THE PRESERVE - SCREENING AND ENTRY EXHIBIT



Exhibit D
Open Space Exhibit

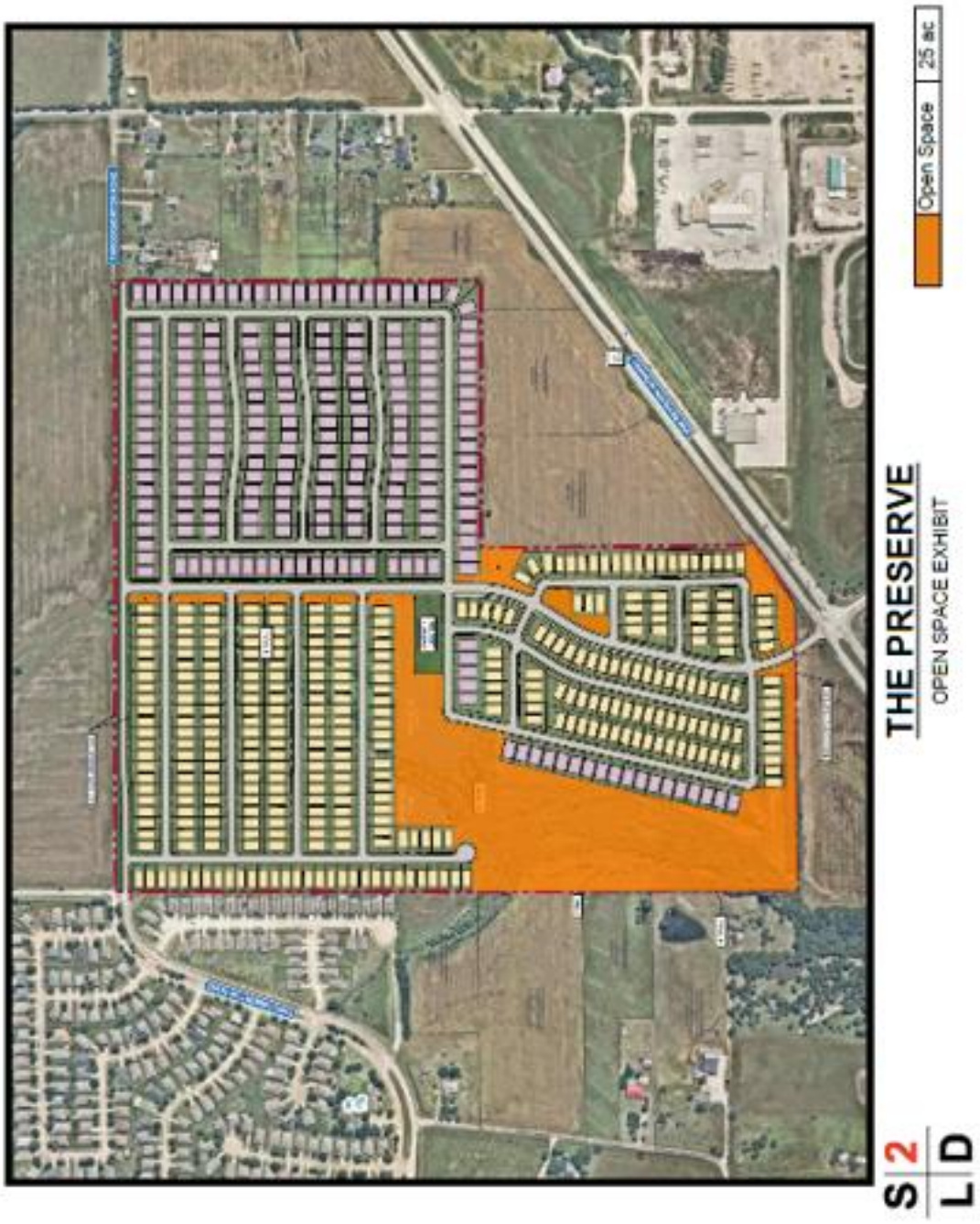


Exhibit E
Thoroughfare Exhibit

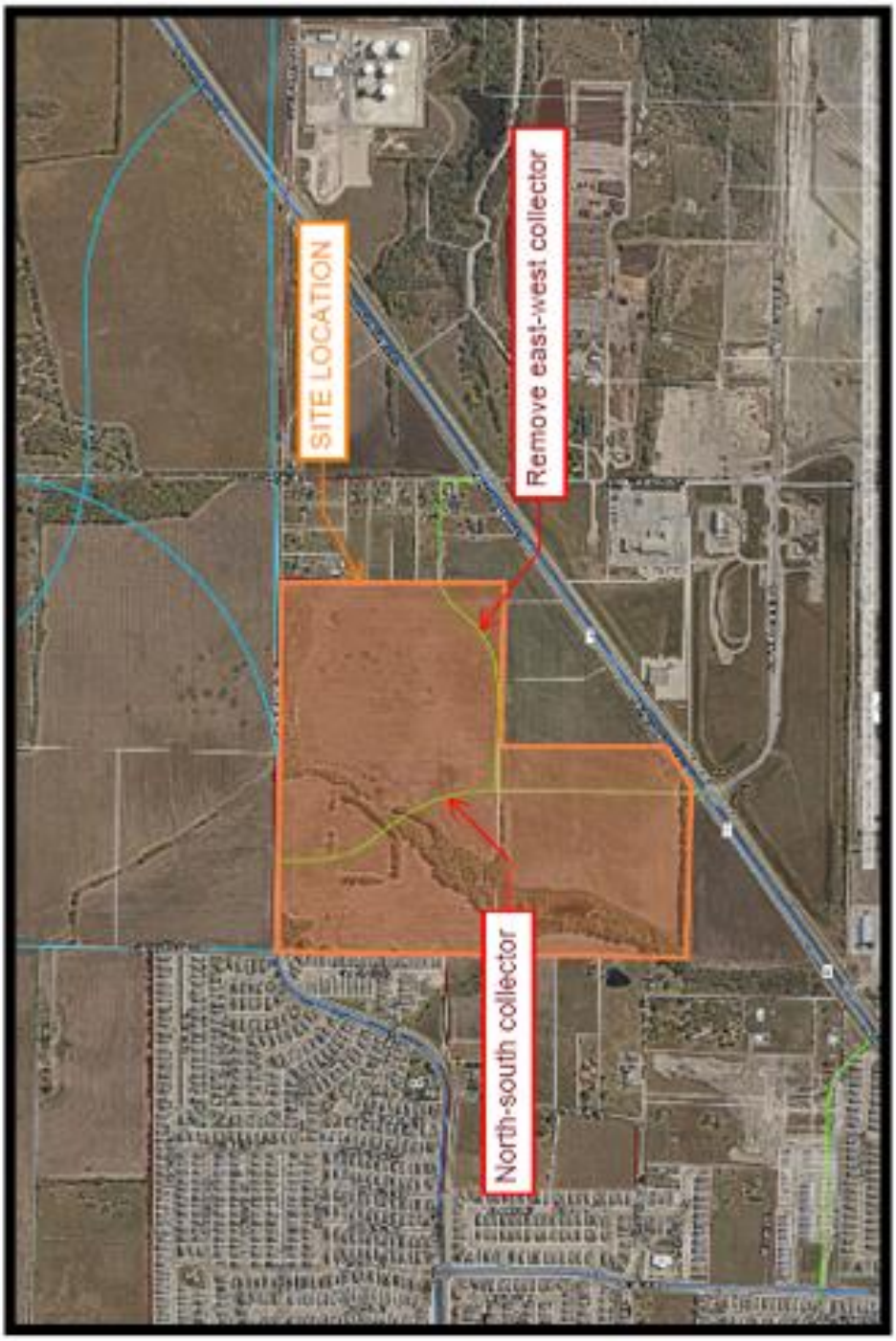


Exhibit F
Impact Fee Credits Exhibit



Item 7.C

City of Melissa City Council Regular Meeting Staff Report

Date March 24, 2026

Subject Consider authorizing the City Manager to execute amendments to the Melissa 75 Holdings Development Agreement. (TL)

Submitted by Tyra LaVerne, Interim Director of Development Services

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Action Requested

Consider authorizing the City Manager to execute amendments to the Melissa 75 Holdings Development Agreement.

Summary of Subject

Melissa 75 Holdings, LLC entered into a Development Agreement with the City to construct a portion of Telephone Road. Per the previously approved and executed agreement, the Developer's improvements must be completed and finally accepted by the City no later than September 1, 2024.

Due to unexpected delays with the relocation of franchise utilities, the developer is requesting an extension of this agreement.

The construction is active and based on the projected construction schedule the developer is requesting to extend the date from September 1, 2024 to September 30, 2026.

Staff Recommendation

Approval or disapproval is a policy maker decision.

Supporting Documents

1. Melissa 75 Holdings, LLC - First Amended and Restated Development Agreement - July 2024 - Recorded.pdf

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Melissa
Attention: City Manager
3411 Barker Avenue
Melissa, Texas 75454

FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN MELISSA 75 HOLDINGS, LLC AND THE CITY OF MELISSA, TEXAS

This FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the CITY OF MELISSA, TEXAS, a home-rule municipality ("Melissa"), and MELISSA 75 HOLDINGS, LLC, a Texas limited liability company ("Developer"). Melissa and Developer are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Developer represents and warrants that Developer is the sole owner of a tract of land consisting of 78.71± acres, situated in the J.A. Throckmorton Survey, Abstract No. 900, Melissa, Collin County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (collectively, the "Property"); and

WHEREAS, Melissa and Developer entered into that certain Development Agreement dated October 17, 2022, and filed for record on March 17, 2023, under Instrument No. 2023000027941 in the Real Property Records of Collin County, Texas (the "First Agreement"), which is incorporated herein by reference for all purposes; and

WHEREAS, Melissa and Developer entered into that certain First Amendment to Development Agreement dated April 18, 2023, and filed for record on September 13, 2023, under Instrument No. 2023000105365 in the Real Property Records of Collin County, Texas (the "First Amendment" and together with the First Agreement, the "Original Agreement"), which is incorporated herein by reference for all purposes; and

WHEREAS, the parties desire to amend and restate the Original Agreement as set forth in this Agreement and to agree as set forth herein; and

WHEREAS, the parties agree that the Property was properly annexed into the corporate limits of Melissa in accordance with all applicable laws after the effective date of the Original Agreement and that the Property remains in the corporate limits of Melissa as of the Effective Date (hereinafter defined) of this Agreement; and

WHEREAS, Developer and Melissa acknowledge and agree that impact fees are currently assessed and owed or to be assessed and owed on the Property as prescribed in Ordinance Nos. 09-20, 10-17, 15-29, 18-07, 18-13, 2022-48, 2023-22, 2024-24 and any other amendments thereto, as they exist or may be amended (collectively, "Impact Fee Ordinance"); and

WHEREAS, Developer agrees to design and construct, at its sole cost and expense, the following: (a) approximately 4,525 linear feet of a 12-inch diameter water main and all necessary appurtenances thereto, as generally depicted and described in Exhibit B, attached hereto and

incorporated herein for all purposes (collectively, the "Water Improvements"). (b) approximately 4,548 linear feet of storm sewer facilities consisting of reinforced concrete cylinder pipe and all necessary appurtenances thereto, as generally depicted and described in Exhibit B, attached hereto and incorporated herein for all purposes (collectively, the "Storm Sewer Improvements"); (c) approximately 3,600 linear feet of an 8" thick concrete roadway (27' back-to-back), consisting of a portion of Telephone Road, a minimum 6-foot wide sidewalk along such roadway and all necessary appurtenances thereto, as generally depicted and described in Exhibit B, attached hereto and incorporated herein for all purposes (collectively, the "Permanent Telephone Road Improvements"); (d) chip seal the surface of the entire portion of each of the following: (1) Telephone Road located north of the northern terminus of the Permanent Telephone Road Improvements to the intersection of Telephone Road and Throckmorton Road; and (2) Throckmorton Road from the intersection of Telephone and Throckmorton Road to the intersection of the U.S. Highway 75 Frontage Road and Throckmorton Road, and all necessary appurtenances thereto (collectively, the "Temporary Telephone and Throckmorton Improvements"); (e) a 6" thick concrete roadway (31' back-to-back), connecting east-west from Telephone Road to the U.S. Highway 75 Frontage Road across the Property in a location to be approved by Melissa, a minimum 5-foot wide sidewalk along such roadway and all necessary appurtenances thereto (collectively, the "Local Road Improvements" and together with the Water Improvements, the Storm Sewer Improvements, the Permanent Telephone Road Improvements and the Temporary Telephone and Throckmorton Improvements, the "Developer Improvements"), portions of which are necessary to serve the Property; and

WHEREAS, Developer represents and warrants that Developer has the capacity, ability, expertise, knowledge and experience necessary to design and construct the Developer Improvements pursuant to the terms and conditions of this Agreement; and

WHEREAS, Developer and Melissa agree that Melissa has adopted certain standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings in Melissa; and

WHEREAS, Developer desires to voluntarily consent to complying with Melissa's standards for building products and materials and aesthetic methods, as referenced in Exhibit C, attached hereto and incorporated herein for all purposes (collectively, "Building Materials Standards"), in the construction, renovation, maintenance and alteration of all buildings currently existing and to be built in the future on the Property, regardless of whether the Property develops as Developer desires or intends or not; and

WHEREAS, Melissa hereby designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code; and

WHEREAS, the parties agree that they enter into this Agreement pursuant to Section 3000.002(d) of the Texas Government Code with the full understanding and intent that Melissa will have the right, but not the obligation, to enforce the Building Materials Standards on the Property as of the Date of Acquisition (hereinafter defined); and

WHEREAS, Melissa finds that it would be advantageous and beneficial to Melissa and its citizens to enter into this Agreement on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Melissa and Developer agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.

2. Land Subject to Agreement. The land that is the subject of this Agreement is the Property. Developer represents and warrants that Developer is the sole owner of the Property.

3. Design and Construction of the Developer Improvements.

(a) Subject to the terms and provisions of this Agreement, Developer shall design and construct, at its sole cost and expense, each of the Developer Improvements. Developer shall ensure that each of the Developer Improvements comply with all Construction Requirements (hereinafter defined). Developer represents and warrants that the estimated design and construction costs of the Water Improvements and the Storm Sewer Improvements are equal to two million three hundred sixty-nine thousand three and 77/100 dollars ($2,369,003.77) in the aggregate and the estimated design and construction costs of the Roadway Improvements, excluding the Temporary Telephone and Throckmorton Improvements and the Local Road Improvements, are equal to three million ninety-eight thousand one hundred fifty-two and 96/100 dollars ($3,098,152.96), all as more particularly described in the estimated cost analysis set forth in Exhibit D, attached hereto and incorporated herein for all purposes ("Estimated Cost Analysis").

(b) As a condition of Melissa's issuance of any building permits on the Property, Developer shall submit to Melissa the designs, plans and specifications for each of the Developer Improvements in compliance with this Agreement and applicable requirements of the Americans with Disabilities Act, the Texas Accessibility Standards and all Construction Requirements, as each exists at the time Developer submits such design, plans and specifications (collectively, "Plans"). The general depiction of each of the Developer Improvements attached as Exhibit B is for general informational purposes only, and the Approved Plans (hereinafter defined) are not required to be strictly bound by the same. Upon Developer's submission of the Plans, the Plans must be approved, in writing, by Melissa (collectively, "Approved Plans"). Developer is not entitled to commence construction of any of the Developer Improvements unless and until Developer has obtained from Melissa written approval of the Approved Plans and a written notice to proceed with such construction, provided that Developer shall be obligated to request such notice(s) if, as and when Developer is prepared to proceed with such construction.

(c) All of the Developer Improvements must be completed and finally accepted by Melissa as provided herein and in accordance with the Approved Plans and any and all ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising (collectively, "Melissa's Final Acceptance"). Developer must commence construction of each of the Developer Improvements no later than: (1) September 1, 2024; or (2) the date that is the later of thirty (30) days after the Effective Date (hereinafter defined) of this Agreement or the date Melissa provides

to Developer written approval of the Approved Plans (but in no event later than September 1, 2024). Developer must complete construction and obtain Melissa's Final Acceptance of the same no later than the date that is one hundred eighty (180) days after the date the Developer is required to commence construction of each of the Developer Improvements under this subsection. Melissa's Final Acceptance of each of the Developer Improvements is a condition of Melissa's issuance of any building permit for development on the Property. The parties agree that time is of the essence of this Agreement. At all times during Developer's construction of the Developer Improvements, Developer and its contractors shall take all necessary steps and measures to ensure the existing Telephone Road remains open to all local traffic at all times.

(d) Bonds.

(i) Evidence of any bonds required by Section 212.073 of the Texas Local Government Code, as amended, other applicable law or this Agreement (collectively, the "Bonds") shall be provided by Developer to Melissa.

(ii) Before commencing construction of the Developer Improvements, Developer shall cause to be delivered a payment bond and a performance bond, each of which shall be in an amount equal to one hundred percent (100%) of the amount of the actual cost of the Developer Improvements to ensure Melissa is indemnified: (A) against any claims for nonpayment of any part of the construction or work performed in connection with the Developer Improvements; and (B) for the completion of the Developer Improvements in accordance with this Agreement. Prior to Melissa's Final Acceptance of the Developer Improvements, Developer shall cause to be delivered to Melissa a two (2) year maintenance bond in an amount equal to one hundred percent (100%) of the amount of the actual cost of the Developer Improvements to ensure the repair or remedy of any maintenance issues Melissa may have regarding the Developer Improvements after Melissa's issuance of Melissa's Final Acceptance of the same.

(iii) The Bonds must be: (A) good and sufficient bonds; (B) in the amounts prescribed herein; (C) with a reputable and solvent corporate surety and in favor of Melissa; and (D) in compliance with any other Melissa requirements relating to such bonds.

(e) Prior to commencing any construction of any of the Developer Improvements, Developer shall include the following provisions in any contract with any person or entity hired by Developer to construct all or any portion of the Developer Improvements (collectively, "Developer Contractor"):

(i) "All warranties provided to [Developer] shall inure to the benefit of the City of Melissa, Texas for all purposes."

(ii) "[DEVELOPER CONTRACTOR] SHALL, FOR A PERIOD OF TWO (2) YEARS FOLLOWING THE CITY OF MELISSA'S FINAL ACCEPTANCE OF THE [THE DEVELOPER IMPROVEMENTS], RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY OF MELISSA FROM AND

AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE) AND OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS, EXPENSES AND COSTS, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THE INDEMNITY), ARISING OUT OF, RELATED TO OR RESULTING FROM, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY WORK PERFORMED BY [DEVELOPER CONTRACTOR] ON THE [THE DEVELOPER IMPROVEMENTS], WHETHER SUCH ACTIONS OR OMISSIONS WERE INTENTIONAL OR UNINTENTIONAL, AND THAT THE INDEMNITY PROVIDED HEREIN IS NOT INTENDED TO AND SHALL NOT, IN ANY WAY, CREATE ANY CAUSE OF ACTION FOR THE BENEFIT OF THIRD PARTIES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT."

(f) As an additional condition of Melissa issuing Melissa's Final Acceptance of the Developer Improvements, Developer shall transfer and deliver to Melissa all manufacturers' warranties, with Melissa being the beneficiary thereof, for all products, materials and elements of each of the Developer Improvements. This Section 3(f) shall survive the termination of this Agreement.

(g) The parties agree that the Developer Improvements shall be constructed and completed in one phase. Upon Melissa's Final Acceptance of the Developer Improvements, the Developer Improvements shall become the sole property of Melissa. All construction or work in connection with the Developer Improvements shall be performed in a good and workmanlike manner in accordance with good industry practice for the type of work in question.

(h) As a condition to Developer receiving the Impact Fee Reimbursement (hereinafter defined) and/or the Cash Reimbursement (hereinafter defined), Developer shall tender to Melissa evidence, in a form acceptable to Melissa, that all of the design and construction costs of each of the Developer Improvements have been incurred and paid by Developer, including but not limited to, affidavits of payment/affidavits as to debts and liens and any other evidence reasonably required by Melissa ("Evidence of Payments"). The Evidence of Payments shall reflect the Developer's final, actual cost to design and construct each of the Developer Improvements and shall be segregated for each such Developer Improvement (the "Actual Developer Improvements Costs").

(i) Dedication of On-Site Easements. As an additional condition of Melissa's Final Acceptance of the Developer Improvements, Developer shall, at no cost to Melissa, convey by plat or separate instrument in a form acceptable to Melissa the necessary easement rights for the construction, operation, maintenance and use of each of the Developer Improvements constructed by Developer (collectively, the "Dedication"), as determined by Melissa in its sole discretion. Developer must complete all tasks necessary to make the Dedication promptly after completion of construction of the Developer Improvements (or portion thereof, as applicable). Prior to the Dedication, Developer shall submit to Melissa for approval a proposed legal description and land survey depicting the proposed boundaries of the easements made the subject of this Section 3(i), and the Dedication shall not be

made until said legal descriptions and land surveys are approved, in writing, by Melissa. Melissa's acceptance of the Dedication is a condition of Melissa's Final Acceptance of each of the Developer Improvements and Melissa's issuance of the first building permit for development on the Property. Developer shall: (1) make the Dedication free and clear of any liens, attachments and encumbrances; and (2) secure the authorized signatures of any person or entity deemed necessary by Melissa to consent to the Dedication. Nothing in this Agreement may be construed or interpreted to waive, minimize, replace, negate, void, invalidate or otherwise modify in any way any requirement or obligation under any Melissa ordinance, regulation or standard, including but not limited to Melissa's Subdivision Regulations, Chapter 9 of the Melissa Code of Ordinances, as they exist or may be amended, for the dedication, grant or conveyance of any type of easement rights and/or fee simple right-of-way required as part of any development or redevelopment of the Property or any portion thereof. Moreover, nothing in this Agreement may be construed or interpreted to waive, minimize, replace, negate, void, invalidate or otherwise modify in any way Melissa's authority and right to require Developer to convey easement rights, fee simple right-of-way or other property interests pursuant to Melissa's condemnation authority.

(j) Acquisition of Necessary Off-Site Easement Rights. Developer must, at no cost to Melissa, dedicate, or cause to be dedicated, to Melissa certain off-site utility easements, temporary construction easements and other easement rights deemed necessary by Melissa for public infrastructure and facilities to serve the Property (collectively, "Off-Site Easements"). Developer shall demonstrate to Melissa's satisfaction that the proposed route for any off-site public infrastructure and facilities necessary to serve the Property is feasible and acceptable to Melissa. Melissa's acceptance of the Off-Site Easements is a condition of Melissa's Final Acceptance of each of the Developer Improvements and Melissa's issuance of any building permits for development on the Property.

4. Impact Fee Reimbursement.

(a) The Property shall be subject to the impact fee schedule in effect at the time of development; provided, however, that if Developer fulfills all of its obligations under this Agreement, including but not limited to, (i) Developer obtaining Melissa's Final Acceptance of each of the Developer Improvements; and (ii) Developer receiving from the Melissa City Engineer or his designee written approval of the Actual Developer Improvements Costs, as evidenced by the subject construction contracts and the Evidence of Payments, Melissa shall participate in a portion of the Actual Developer Improvements Costs by, in addition to paying the Cash Reimbursement (hereinafter defined) as described in Section 5, using the roadway, water and wastewater impact fees actually collected on the Property under the Impact Fee Ordinance to pay Developer (the "Impact Fee Reimbursement") in the amount of the lesser of the:

(i) The total amount of the roadway, water and wastewater impact fees assessed and due on the Property under the Impact Fee Ordinance; or

(ii) The lesser of the: (1) sum of one million two hundred thousand dollars ($1,200,000); or (2) amount equal to 34.55 percent of the Estimated Developer Improvements Cost.

(b) The Impact Fee Reimbursement shall not be due to Developer until the impact fees for the Property are collected by Melissa, and the Impact Fee Reimbursement shall offset the amount of roadway, water and wastewater impact fees owed, assessed and collected on the Property in accordance with the Impact Fee Ordinance. The total amount of the Impact Fee Reimbursement due to Developer under this Agreement shall be paid from all of the lots on the Property in accordance with the Impact Fee Ordinance, and after the impact fees for the Property are collected by Melissa on each such lot, the Impact Fee Reimbursement due to Developer shall be paid to Developer no more frequently than once per calendar quarter. Notwithstanding anything to the contrary herein, Developer acknowledges and agrees that the Impact Fee Reimbursement: (i) shall be determined as described above; (ii) is not transferrable to any other property, regardless of ownership of same; and (iii) is subject to applicable provisions of the Impact Fee Ordinance.

5. Cash Reimbursement. Provided that Developer fulfills all of its obligations under this Agreement, including but not limited to, (a) Developer obtaining Melissa's Final Acceptance of each of the Developer Improvements; and (b) Developer receiving from the Melissa City Engineer or his designee written approval of the Actual Developer Improvements Costs, as evidenced by the subject construction contracts and the Evidence of Payments, Melissa shall participate in a portion of the Actual Developer Improvements Costs by, in addition to paying the Impact Fee Reimbursement as described in Section 4, paying to Developer (the "Cash Reimbursement") an amount equal to five million four hundred sixty-seven thousand one hundred fifty-six and 73/00 dollars ($5,467,156.73) minus the amount of the Impact Fee Reimbursement; provided, however, that in no event shall the total amount of the sum of the Impact Fee Reimbursement plus the Cash Reimbursement exceed the amount of the lesser of the Actual Developer Improvement Costs or the Estimated Developer Improvement Costs. The Cash Reimbursement shall be due and payable in equal installments as follows: (i) the first payment is due within thirty (30) days of Melissa's issuance of Melissa's Final Acceptance of the Developer Improvements and Melissa's receipt of Developer's written request for such payment; (ii) the second payment is due within three hundred sixty-five (365) days of the date of the first payment; and (iii) the third payment is due within seven hundred fifty (750) days of the date of the second payment. Notwithstanding any statement to the contrary in this Agreement, Melissa agrees to provide, and Developer agrees to accept, the Impact Fee Reimbursement and the Cash Reimbursement as Melissa's sole financial participation in the costs incurred by Developer in connection with its obligations under this Agreement.

6. Building Materials Standards.

(a) In the construction, renovation, maintenance and alteration of any existing or future building on the Property, Developer shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the Building Materials Standards, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer also shall comply with any Melissa-approved façade plans for the Property, as they exist or may be amended by Melissa, notwithstanding any

conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer voluntarily consents and agrees to comply with this Agreement, the Building Materials Standards and any approved façade plan(s) in the construction, renovation, maintenance and alteration of any existing or future building on the Property.

(b) Melissa designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code. Developer voluntarily consents and agrees to such designation. Developer voluntarily waives any rights or protections that may exist under Chapter 3000 of the Texas Government Code, as it exists or may be amended, with respect to any existing or future building on the Property, and further agrees that Melissa's right to enforce the Building Materials Standards arise from this Agreement and not from a rule, charter provision, ordinance, order, building code or other regulation of Melissa. Developer agrees that Melissa is entitled to amend, revise, supplement and otherwise modify the Building Materials Standards in Melissa's sole discretion.

(d) This Section 6 and Exhibit C shall be automatically null, void and of no legal effect in the event that Chapter 3000 of the Texas Government Code is repealed or amended such that Melissa's authority to enforce the Building Materials Standards is not limited in any way under Texas law.

7. Default.

(a) If Developer fails to comply with any provision of this Agreement, and such failure is not cured within thirty (30) days after Melissa sends written notice of such failure to Developer, then Melissa shall have the following remedies, in addition to Melissa's other rights and remedies:

(i) to refuse to accept any portion of any public improvements on the Property or associated with the development of the Property, including but not limited to, any of the Developer Improvements;

(ii) to refuse to issue a building permit for any building on the Property;

(iii) to refuse to issue a Certificate of Occupancy for the Property;

(iv) to withhold all or a portion of the Impact Fee Reimbursements pursuant to Section 4 of this Agreement and/or to nullify Section 4 of this Agreement;

(v) to withhold the payment of all or a portion of the Cash Reimbursement pursuant to Section 5 of this Agreement and/or to nullify Section 5 of this Agreement;

(vi) to require Developer, the owner of the Property, or a portion thereof, and/or a contractor thereof to immediately cease the construction, renovation, maintenance and/or alteration of a building on the Property; and/or

(vii) to seek specific performance of this Agreement.

(b) If Melissa fails to comply with the terms and conditions of this Agreement and such failure is not cured within thirty (30) days after Melissa receives written notice of such failure from Developer, then Developer may seek specific performance of this Agreement as its sole and exclusive remedy.

8. Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Melissa shall not, under any circumstance, be required to tender, or be liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein, except as expressly provided in Section 4 and Section 5 of this Agreement. Neither Melissa nor its Council Members, officers, agents, representatives or employees shall be liable or responsible for any loss or damage to persons or property resulting from any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees or from any defect or failure of any condition or element of the Property or the Developer Improvements, including the construction thereof. Melissa and its Council Members, officers, agents, representatives and employees shall not be liable or responsible to Developer, its agents, servants, employees, contractors, customers or invitees for any damage to person or property caused by any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees.

9. Covenant Running with the Land. This Agreement shall be a covenant running with the land and Property and shall be binding on the parties hereto and each subsequent owner of the Property. The parties shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas. Developer represents and warrants that the filing of this Agreement as provided herein shall provide Melissa with a superior and priority encumbrance, lien or interest in, on and to the Property as to any and all other persons or entities. Developer represents and warrants that there are no liens, attachments or other encumbrances that prohibit or affect the rights of Melissa as described herein. If such a condition does exist, however, Developer shall obtain a signature with acknowledgment from the holder of such lien, attachment or encumbrance consenting to the recording of this Agreement.

10. Limitations of Agreement. Melissa ordinances covering property taxes, land use, zoning, utility rates, wastewater impact fees, permit fees, inspection fees, tree mitigation fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to Melissa under any ordinance, whether now existing or in the future arising.

11. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Melissa, addressed to it at:

City of Melissa
Attn: Jason Little, City Manager
3411 Barker Avenue
Melissa, Texas 75454
Telephone: (972) 838-2520
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
Email: rpittman@abernathy-law.com

If to Developer, addressed to it at:
Melissa 75 Holdings, LLC
Attn: Prithiviraj Loganathan, Managing Partner
421 Country Club Drive
Fairview, TX 75069
Telephone: _____
Email: _____

12. Indemnity.

(a) DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS MELISSA FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF DEVELOPER OR ITS OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM DEVELOPER IS LEGALLY RESPONSIBLE (COLLECTIVELY, "DEVELOPER" FOR PURPOSES OF THIS SECTION), REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF MELISSA, (I) IN DEVELOPER'S PERFORMANCE OF THIS AGREEMENT; AND/OR (II) ARISING OUT OF GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST MELISSA BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN DEVELOPER AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER,

INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND MELISSA AGAINST ALL SUCH CLAIMS.

(b) IN ITS SOLE DISCRETION, MELISSA SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY MELISSA, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY MELISSA IN WRITING. MELISSA RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, MELISSA IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY MELISSA IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND MELISSA OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY MELISSA PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN MELISSA-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF MELISSA'S WRITTEN NOTICE THAT MELISSA IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, MELISSA SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY MELISSA.

(c) THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

13. Waiver and Release of Claims for Obligations Imposed by this Agreement.

(a) DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(i) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
(B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
(C) VIOLATION OF THE TEXAS GOVERNMENT CODE, INCLUDING CHAPTER 3000, AS IT EXISTS OR MAY BE AMENDED;
(D) NUISANCE; OR
(E) CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST MELISSA FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(ii) THE AMOUNT OF DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION OR CONVEYANCE OF REAL PROPERTY OR INTERESTS THEREIN (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND

REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S DEVELOPMENT PLACES ON MELISSA'S INFRASTRUCTURE.

(iii) DEVELOPER HEREBY RELEASES MELISSA FROM ANY OBLIGATION TO PERFORM OR COMMISSION A TAKINGS IMPACT ASSESSMENT UNDER CHAPTER 2007 OF THE TEXAS GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED.

(iv) DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO MELISSA PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH LAND, AND DEVELOPER HEREBY WAIVES ANY CLAIM THEREFORE THAT IT MAY HAVE. DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY MELISSA RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S ADJACENT PROPERTY ON MELISSA'S INFRASTRUCTURE. DEVELOPER AND MELISSA FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(v) DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS MELISSA FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES OR TRUSTEES, BROUGHT PURSUANT TO THIS SECTION.

(b) DEVELOPER RELEASES MELISSA FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.

(c) DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST MELISSA FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(d) THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

14. Vested Rights/Chapter 245 Waiver. This Agreement shall confer no vested rights on the Property, or any portion thereof. Developer acknowledges and agrees that this Agreement does not confer vested rights on the Property and does not provide to Melissa "fair notice" of any "project" as defined in Chapter 245 of the Texas Local Government Code. In addition, nothing contained in this Agreement shall constitute a "permit" or an application for a "permit" as defined in Chapter 245 of the Texas Local Government Code. DEVELOPER HEREBY RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES CITY AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED

CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW IN CONNECTION WITH THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

15. Condemnation Procedures/Rights Waiver. AS ADDITIONAL CONSIDERATION FOR THE BENEFITS DEVELOPER IS RECEIVING UNDER THIS AGREEMENT, CITY AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED.

16. Warranties/Representations. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

17. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties. To the extent of any conflict between the provisions of this Agreement and the exhibits, the provisions of this Agreement shall control.

18. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

19. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

20. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

21. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined).

22. Savings; Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

23. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

24. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

25. Assignment/Binding Effect.

(a) This Agreement is assignable, in whole or in part, upon the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:

(i) the assignment of the Agreement must be evidenced by a recordable document ("Assignment"), the form of which must be approved in writing by Melissa;

(ii) the Assignment must expressly contain, among any other reasonable requirements and conditions of Melissa, an acknowledgment and agreement that all obligations, covenants and conditions contained in this Agreement will be assumed solely and completely by the assignee, and the contact name, address, phone number, fax number and electronic mail address of the assignee;

(iii) Developer will file any approved, executed Assignment in the Real Property Records of Collin County, Texas; and

(iv) Developer shall provide Melissa with a file-marked copy of the Assignment within ten (10) days of filing the same, and until Melissa receives said file-marked copy of the Assignment as provided herein, Melissa shall not, under any circumstance, recognize said Assignment.

(b) This Agreement shall be binding upon and inure to the benefit of Melissa and Developer.

(c) This Assignment provision shall in no way modify, alter, amend, reduce or waive the provision above titled "Covenant Running with the Land" or its effectiveness. In the event there is a conflict between this Assignment provision and the Covenant Running with the Land provision, the Covenant Running with the Land provision shall control and govern

26. Indemnification. The Parties agree that the Indemnity provisions set forth in this Agreement are conspicuous, and the parties have read and understood the same.

27. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

28. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, Melissa has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

29. Construction and Bond Requirements. All construction described herein shall be subject to and in compliance with all ordinances, rules, regulations and requirements of Melissa, as they exist, may be amended or in the future arising (collectively, "Regulations"), including, but not limited to, all Regulations applicable to Melissa's Final Acceptance, and evidence of the Bonds (collectively, "Construction Requirements"). Construction in accordance with the Approved Plans and provision of evidence of the Bonds to Melissa shall be sufficient to demonstrate compliance with all Construction Requirements.

30. Reference to Developer. When referring to "Developer" herein, this Agreement shall refer to and be binding upon Developer, and its officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and any other third parties for whom Developer is legally responsible.

31. Reference to Melissa. When referring to "Melissa" herein, this Agreement shall refer to and be binding upon Melissa and Melissa's Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Melissa is legally responsible.

32. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

33. Original Agreement. This Agreement amends and restates the Original Agreement. On the execution of this Agreement by all parties, the provisions of the Original Agreement shall be void and of no further force or effect, and this Agreement shall supersede the same.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF MELISSA, TEXAS,
a home-rule municipality

By: _____
Jason Little, City Manager
Date executed: 7/8/2024

ATTEST:

_____
Hope Cory, City Secretary

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 of the CITY OF MELISSA, TEXAS, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Melissa, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 8th day of July, 2024.

_____
Notary Public, State of Texas
My Commission Expires: 4/27/2026

Hope Cory
My Commission Expires
4/27/2026
Notary ID
133730765

MELISSA 75 HOLDINGS, LLC,
a Texas limited liability company

By: _____
Printed Name: Prithiviraj Loganathan
Title: Managing Partner
Date executed: 7/2/2024

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Prithiviraj Loganathan, 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 duly authorized representative of MELISSA 75 HOLDINGS, LLC, a Texas limited liability company, 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 2nd day of July, 2024.

ELIZABETH R. SPILLMAN NOTARY PUBLIC STATE OF TEXAS ID 132343705 EXP. 03-04-2026

_____
Notary Public, State of Texas
My Commission Expires: 3/4/2024

Exhibit A
Legal Description and Depiction of the Property

ANNEXATION DESCRIPTION
MELISSA 75 HOLDINGS
78.71 ACRES

BEING a 78.71 acre tract of land situated in the J.A Throckmorton Survey, Abstract No. 900, Collin County, Texas, and being part of a called 104.665 acre tract of land conveyed by a Special Warranty Deed to Melissa 75 Holdings, LLC as recorded in Instrument Number 20210719001447860 Official Public Records, Collin County, Texas and being part of a called 35.604 acre tract of land conveyed by a Special Warranty Deed to Melissa 75 Holdings, LLC as recorded in Instrument Number 20210916001887110 Official Public Records, Collin County, Texas; said 78.71 acre tract being more particularly described as follows:

BEGINNING at the southwest corner of a said 35.604 acre tract, an angle point on the north line of said 104.665 acre tract and being in the approximate centerline of County Road 277;

THENCE North 34 degrees 25 minutes 48 seconds East along the west line of said 35.604 acre tract and the approximate centerline line of County Road 277, a distance of 211.82 feet to an angle point in said County Road 277;

THENCE North 22 degrees 31 minutes 56 seconds East along the west line of said 35.604 acre tract and County Road 277, a distance of 1,371.64 feet to an angle point on the west line of said 35.604 acre tract and being the approximate centerline of County Road 277;

THENCE North 04 degrees 04 minutes 36 seconds East continuing along the west line of said 35.604 acre tract and County Road 277, a distance of 7.68 feet to the northwest corner of said 35.604 acre tract;

THENCE North 89 degrees 50 minutes 47 seconds East along the north line of said 35.604 acre tract, a distance of 539.65 feet to an angle point and being a southwest corner of a called Tract 2 of land conveyed to Medtex Sky LLC as recorded in Instrument Number 20180910001131360, Official Public Records, Collin County, Texas;

THENCE North 84 degrees 00 minutes 35 seconds East continuing along the north line of said 35.604 acre tract and the south line of said Tract II, a distance of 177.92 feet to the northeast corner of said 35.604 acre tract, the southeast corner of said Tract II and being on the west right-of-way line of U.S. Highway 75 (variable width right-of-way);

THENCE along the common line between said U.S. Highway 75 and said 35.604 acre tract, the following six (6) courses and distances:

South 02 degrees 18 minutes 17 seconds East, a distance of 144.43 feet to an angle point;

South 06 degrees 56 minutes 57 seconds East, a distance of 154.93 feet to an angle point;

South 01 degree 35 minutes 18 seconds West, a distance of 448.85 feet to an angle point;

South 09 degrees 33 minutes 29 seconds West, a distance of 100.98 feet to an angle point;

South 00 degrees 09 minutes 22 seconds West, a distance of 200.06 feet to an angle point;

South 01 degree 35 minutes 18 seconds West, a distance of 468.80 feet to the southeast corner of said 35.604 acre tract;

THENCE North 88 degrees 24 minutes 42 seconds West departing the west right-of-way line of said U.S. Highway 75, along the south line of said 35.604 acre tract, a distance of 501.83 feet to a re-entrant corner of said 35.604 acre tract

THENCE South 21 degrees 09 minutes 50 seconds West along a east line of said 35.604 acre tract, a distance of 163.79 feet to the southeast corner of said 35.604 acre tract and on the north line of said 104.665 acre tract;

THENCE South 68 degrees 43 minutes 23 seconds East along the north line of said 104.665 acre tract, a distance of 94.55 feet to the northeast corner of said 104.665 acre tract;

THENCE South 08 degrees 29 minutes 35 seconds East along the east line of said 104.655 acre tract, a distance of 1,024.91 feet to point in the centerline of Throckmorton Creek;

THENCE along the centerline of said Throckmorton Creek, the following thirty-seven (37) courses and distances:

North 45 degrees 31 minutes 01 second West, a distance of 124.36 feet to an angle point;

North 81 degrees 38 minutes 38 seconds West, a distance of 125.29 feet to an angle point;

North 23 degrees 38 minutes 26 seconds West, a distance of 102.02 feet to an angle point;

North 79 degrees 37 minutes 53 seconds West, a distance of 153.54 feet to an angle point;

South 14 degrees 15 minutes 09 seconds West, a distance of 131.97 feet to an angle point;

South 66 degrees 28 minutes 39 seconds East, a distance of 49.84 feet to an angle point;

South 34 degrees 55 minutes 54 seconds East, a distance of 72.91 feet to an angle point;

South 63 degrees 40 minutes 59 seconds East, a distance of 143.75 feet to an angle point;

South 08 degrees 37 minutes 17 seconds East, a distance of 56.85 feet to an angle point;

South 35 degrees 09 minutes 46 seconds West, a distance of 44.86 feet to an angle point;

South 61 degrees 41 minutes 17 seconds West, a distance of 67.94 feet to an angle point;

North 80 degrees 34 minutes 42 seconds West, a distance of 168.17 feet to an angle point;

North 60 degrees 54 minutes 01 second West, a distance of 97.93 feet to an angle point;

South 83 degrees 56 minutes 17 seconds West, a distance of 50.25 feet to an angle point;

South 42 degrees 53 minutes 14 seconds West, a distance of 149.04 feet to an angle point;

South 24 degrees 57 minutes 20 seconds East, a distance of 71.65 feet to an angle point;

South 19 degrees 01 minute 36 seconds West, a distance of 86.62 feet to an angle point;

North 81 degrees 44 minutes 56 seconds West, a distance of 97.03 feet to an angle point;

North 21 degrees 47 minutes 16 seconds West, a distance of 70.82 feet to an angle point;

North 66 degrees 04 minutes 01 second West, a distance of 52.24 feet to an angle point;

South 11 degrees 37 minutes 30 seconds West, a distance of 114.63 feet to an angle point;

South 18 degrees 16 minutes 39 seconds East, a distance of 101.51 feet to an angle point;

South 42 degrees 04 minutes 54 seconds West, a distance of 73.88 feet to an angle point;

South 10 degrees 26 minutes 41 seconds West, a distance of 53.63 feet to an angle point;

South 56 degrees 13 minutes 16 seconds East, a distance of 119.46 feet to an angle point;

South 28 degrees 54 minutes 45 seconds West, a distance of 172.21 feet to an angle point;

South 51 degrees 12 minutes 33 seconds West, a distance of 68.59 feet to an angle point;

South 27 degrees 47 minutes 50 seconds West, a distance of 126.81 feet to an angle point;

South 68 degrees 58 minutes 45 seconds West, a distance of 105.23 feet to an angle point;

North 20 degrees 30 minutes 57 seconds West, a distance of 22.00 feet to an angle point;

North 76 degrees 17 minutes 43 seconds West, a distance of 162.81 feet to an angle point;

South 21 degrees 21 minutes 24 seconds West, a distance of 148.43 feet to an angle point;

South 86 degrees 44 minutes 45 seconds West, a distance of 35.90 feet to an angle point;

North 47 degrees 12 minutes 23 seconds West, a distance of 51.07 feet to an angle point;

North 89 degrees 53 minutes 46 seconds West, a distance of 45.91 feet to an angle point;

South 38 degrees 35 minutes 42 seconds West, a distance of 80.45 feet to an angle point;

South 65 degrees 57 minutes 41 seconds West, a distance of 0.68 feet to a point for corner and being in the approximate centerline of County Road 277;

THENCE departing the centerline of Throckmorton Creek, over and across said 104.665 acre tract and along the approximate centerline of County Road 277, the following seven (7) courses and distances:

North 11 degrees 20 minutes 13 seconds West, a distance of 88.69 feet to the beginning of a curve to the right;

Along said tangent curve to the right having a central angle of 32 degrees 18 minutes 18 seconds, a radius of 384.60 feet, and an arc length of 216.85 feet (chord bears North 04 degrees 48 minutes 56 seconds East, 213.99 feet) to the end of said curve;

North 21 degrees 04 minutes 02 seconds East, a distance of 227.72 feet to an angle point;

North 11 degrees 26 minutes 58 seconds East, a distance of 536.69 feet to an angle point;

North 10 degrees 39 minutes 41 seconds East, a distance of 566.37 feet to an angle point;

North 10 degrees 42 minutes 26 seconds East, a distance of 546.87 feet to the beginning of a curve to the right;

Along said tangent curve to the right having a central angle of 29 degrees 33 minutes 11 seconds, a radius of 414.82 feet, and an arc length of 213.96 feet (chord bears North 25 degrees 29 minutes 01 second East, 211.60 feet) to the end of said curve;

THENCE South 89 degrees 28 minutes 31 seconds West departing the approximate centerline of said County Road 277, a distance of 5.22 feet to the **POINT-OF-BEGINNING,** containing **3,428,507** square feet or **78.71 acres** of land.

Bearings for this description cited are based on Grid North State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization (CORS 96).

This exhibit and the description attached were prepared using record documents. No field work was collected or monumentation verified on the ground.

An exhibit of even date accompanies this description.

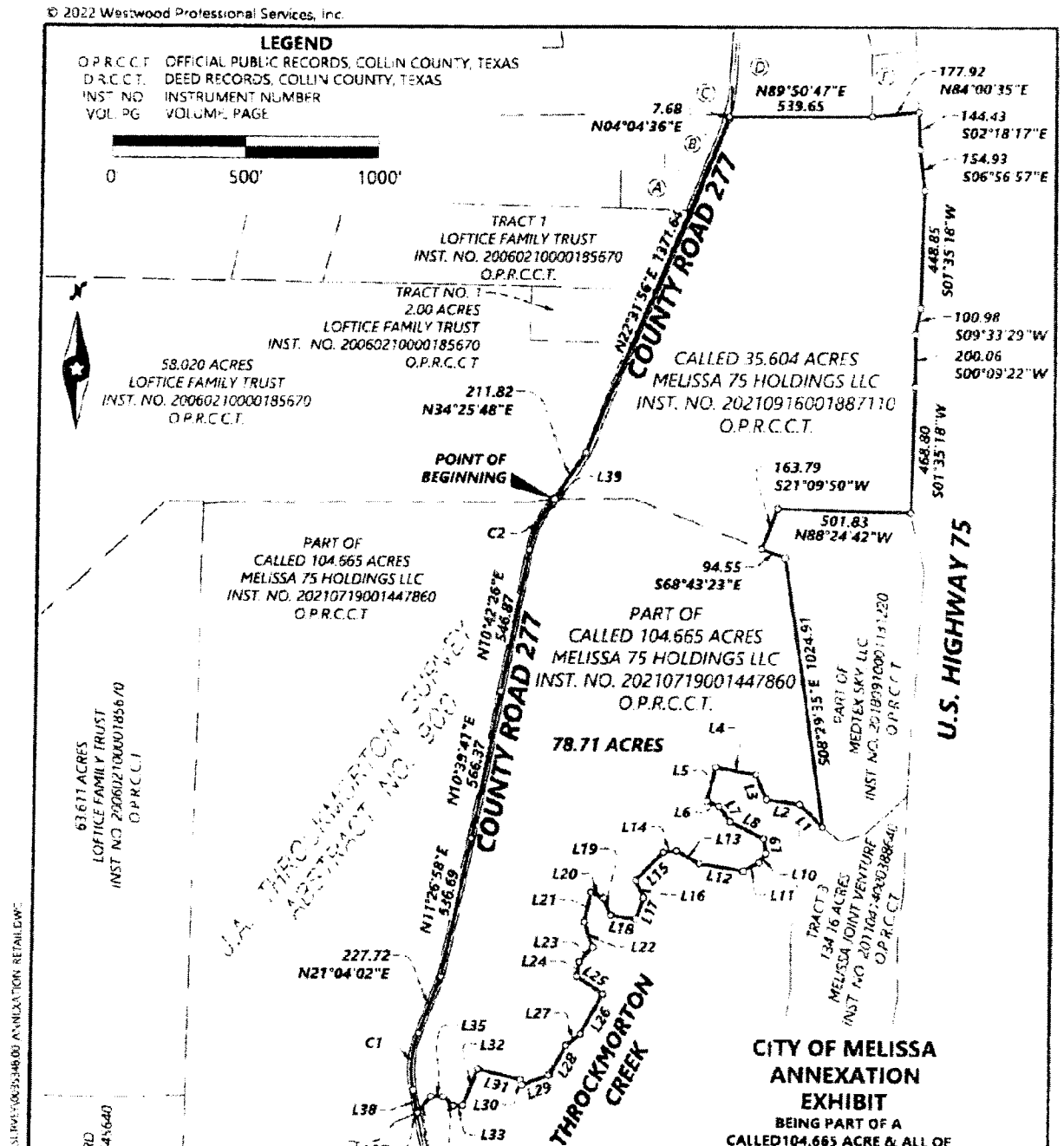
Date: April 25, 2022

Jason B. Armstrong

Registered Professional Land Surveyor

Texas Registration No. 5557




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LEGEND
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
INST. NO. INSTRUMENT NUMBER
VOL. PG VOLUME, PAGE
0
500'
1000'
TRACT 1
LOFTICE FAMILY TRUST
INST. NO. 20060210000185670
O.P.R.C.C.T.
TRACT NO. 1
2.00 ACRES
LOFTICE FAMILY TRUST
INST. NO. 20060210000185670
O.P.R.C.C.T
58.020 ACRES
LOFTICE FAMILY TRUST
INST. NO. 20060210000185670
O.P.R.C.C.T.
CALLED 35.604 ACRES
MELISSA 75 HOLDINGS LLC
INST. NO. 20210916001887110
O.P.R.C.C.T.
PART OF
CALLED 104.665 ACRES
MELISSA 75 HOLDINGS LLC
INST. NO. 20210719001447860
O.P.R.C.C.T
PART OF
CALLED 104.665 ACRES
MELISSA 75 HOLDINGS LLC
INST. NO. 20210719001447860
O.P.R.C.C.T.
78.71 ACRES
63.611 ACRES
LOFTICE FAMILY TRUST
INST NO 20060210000185670
O.P.R.C.C.T
66.775 ACRES
TERRY LYNN HOWARD
INST. NO 20211210002543640
O.P.R.C.C.T
5.50 ACRES
TERRY LYNN HOWARD
INST. NO.
20210916001890440
O.P.R.C.C.T.
72.027 ACRES
TAYLOR MORRISON OF TEXAS, INC.
INST. NO. 20210408000714020
O.P.R.C.C.T
PART OF
MEDTEX SKY LLC
INST NO. 20190910000
O.P.R.C.C.T
TRACT 3
134.16 ACRES
MELISSA JOINT VENTURE
INST NO 20110421000388640
O.P.R.C.C.T
J.A. THROCKMORTON SURVEY
ABSTRACT NO. 900
COUNTY ROAD 277
U.S. HIGHWAY 75
THROCKMORTON CREEK
POINT OF BEGINNING
7.68
N04°04'36"E
N89°50'47"E
539.65
177.92
N84°00'35"E
144.43
S02°18'17"E
154.93
S06°56'57"E
448.85
S01°35'18"W
100.98
S09°33'29"W
200.06
S00°09'22"W
468.80
S01°35'18"W
163.79
S21°09'50"W
501.83
N88°24'42"W
94.55
S68°43'23"E
1024.91
S08°29'35"E
211.82
N34°25'48"E
227.72
N21°04'02"E
N22°31'56"E 1371.64
N10°42'26"E 546.87
N10°39'41"E 566.37
N11°26'58"E 536.69
CITY OF MELISSA
ANNEXATION
EXHIBIT
BEING PART OF A
CALLED104.665 ACRE & ALL OF
A CALLED 35.604 ACRE TRACT
OF LAND LOCATED IN THE J.A.
THROCKMORTON SURVEY,
ABSTRACT NO. 900 COLLIN
COUNTY, TEXAS
MELISSA, TEXAS
Westwood
This exhibit and the description attached were prepared using record documents. No field work was collected or monumentation verified on the ground.
DATE: 04/25/22
PROJECT NUMBER 0035348.00
PAGE NO. 5 OF 8
ANNEXATION - CITY OF MELISSA

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811 or call811.com

Line Table		
Line #	Length	Direction
L1	124.36	N45°31'01"W
L2	125.29	N81°38'38"W
L3	102.02	N23°38'26"W
L4	153.54	N79°37'53"W
L5	131.97	S14°15'09"W
L6	49.84	S66°28'39"E
L7	72.91	S34°55'54"E
L8	143.75	S63°40'59"E
L9	56.85	S08°37'17"E
L10	44.86	S35°09'46"W
L11	67.94	S61°41'17"W
L12	168.17	N80°34'42"W
L13	97.93	N60°54'01"W
L14	50.25	S83°56'17"W
L15	149.04	S42°53'14"W
L16	71.65	S24°57'20"E
L17	86.62	S19°01'36"W
L18	97.03	N81°44'56"W
L19	70.82	N21°47'16"W
L20	52.24	N66°04'01"W

Line Table		
Line #	Length	Direction
L21	114.63	S11°37'30"W
L22	101.51	S18°16'39"E
L23	73.88	S42°04'54"W
L24	53.63	S10°26'41"W
L25	119.46	S56°13'16"E
L26	172.21	S28°54'45"W
L27	66.59	S51°12'33"W
L28	125.81	S27°47'50"W
L29	105.23	S68°58'45"W
L30	22.00	N20°30'37"W
L31	162.81	N76°17'43"W
L32	148.43	S21°21'24"W
L33	35.90	S86°44'45"W
L34	51.07	N47°12'23"W
L35	45.91	N89°53'46"W
L36	80.45	S38°35'42"W
L37	0.69	S65°57'41"W
L38	88.69	N11°20'13"W
L39	5.22	S89°28'31"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	216.85	384.60	032°18'18"	N 4°48'56" E	213.99
C2	213.96	414.82	029°33'11"	N 25°29'01" E	211.60

Ⓐ CALLED 1 ACRE JON BRYANT VOL. 5150, PG. 893 D.R.C.C.T.
Ⓑ CALLED 1 ACRE RODICA BISIC INST. NO. 20211027002192240 O.P.R.C.C.T.
Ⓒ CALLED 11.743 ACRES CHARLES PATMORE INST. NO. 20210407000704100 O.P.R.C.C.T.
Ⓓ PART OF MEDTEX SKY LLC INST. NO. 20180910001131220 O.P.R.C.C.T.
Ⓔ CALLED TRACT 2, MEDTEX SKY, LLC, INST. NO. 20180910001131360 O.P.R.C.C.T

STATE OF TEXAS
REGISTERED
JASON B. ARMSTRONG
5557
LAND SURVEYOR

JASON B. ARMSTRONG RPLS NO. 5557
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR

This exhibit and the description attached were prepared using record documents. No field work was collected or monumentation verified on the ground.

CITY OF MELISSA
ANNEXATION
EXHIBIT
BEING PART OF A CALLED104.665 ACRE & ALL OF A CALLED 35.604 ACRE TRACT OF LAND LOCATED IN THE J.A. THROCKMORTON SURVEY, ABSTRACT NO. 900 COLLIN COUNTY, TEXAS
MELISSA, TEXAS

Westwood

Phone (214) 473-4640 2740 Dallas Parkway, Suite 360
Toll Free (888) 937-5150 Plano, TX 75093
westwoodps.com
Westwood Professional Services, Inc.

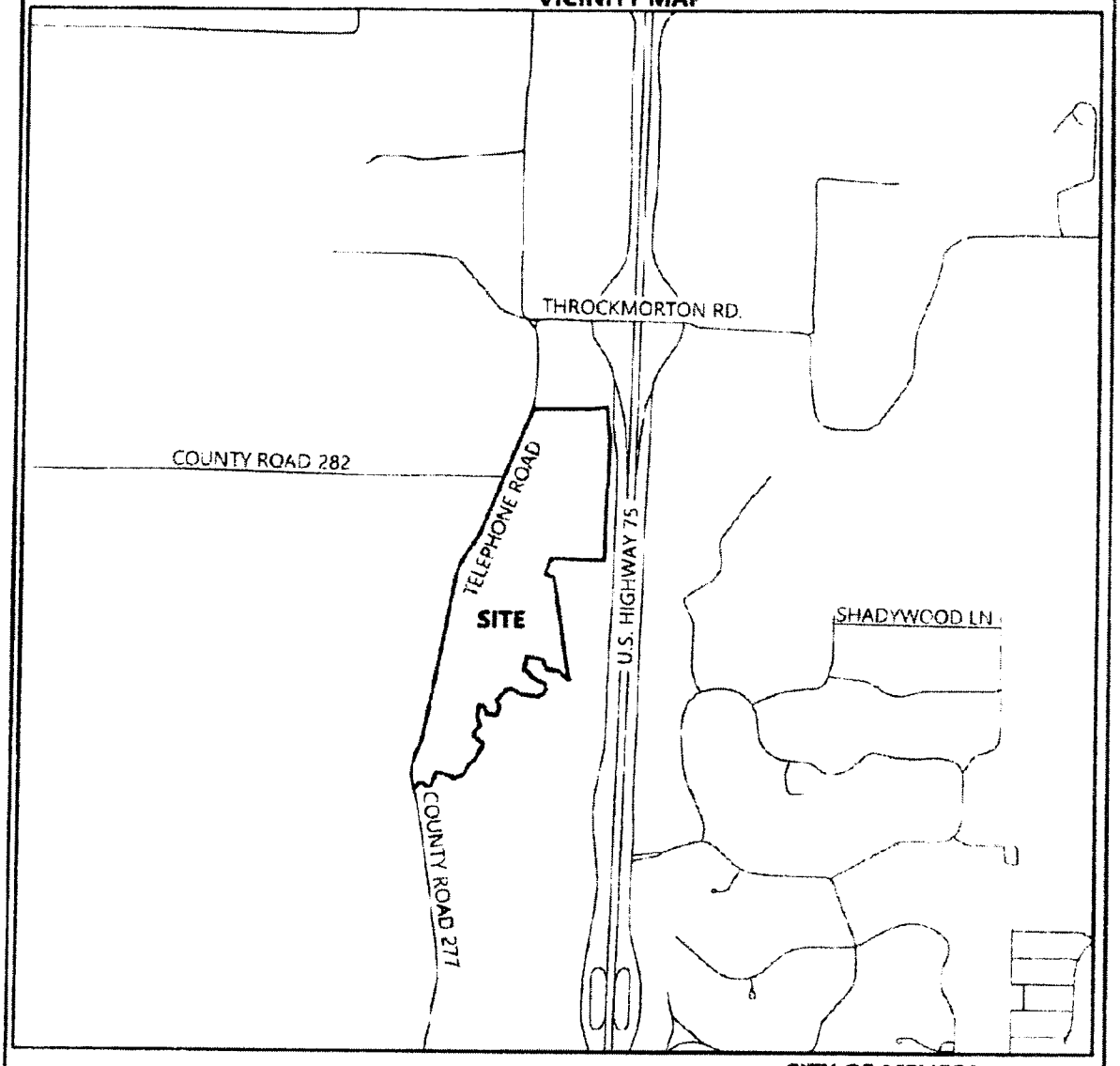
DATE 04/25/22 PROJECT NUMBER: 00353-48.00 PAGE NO. 7 OF 8

ANNEXATION - CITY OF MELISSA

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811 or call811.com

VICINITY MAP



CITY OF MELISSA
ANNEXATION
EXHIBIT

BEING PART OF A CALLED104.665 ACRE & ALL OF A CALLED 35.604 ACRE TRACT OF LAND LOCATED IN THE J.A. THROCKMORTON SURVEY, ABSTRACT NO. 900 COLLIN COUNTY, TEXAS

MELISSA, TEXAS

Westwood

Phone (214) 473-4640 2740 Dallas Parkway, Suite 210
Toll Free (888) 937 5150 Plano, TX 75093
westwoodps.com

Westwood Professional Services, Inc.
TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. 10074301

This exhibit and the description attached were prepared using record documents. No field work was collected or monumentation verified on the ground.

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ANNEXATION - CITY OF MELISSA

DATE: 04/25/22 PROJECT NUMBER: 0035348.00 PAGE NO. 8 OF 8

Exhibit B
Developer Improvements

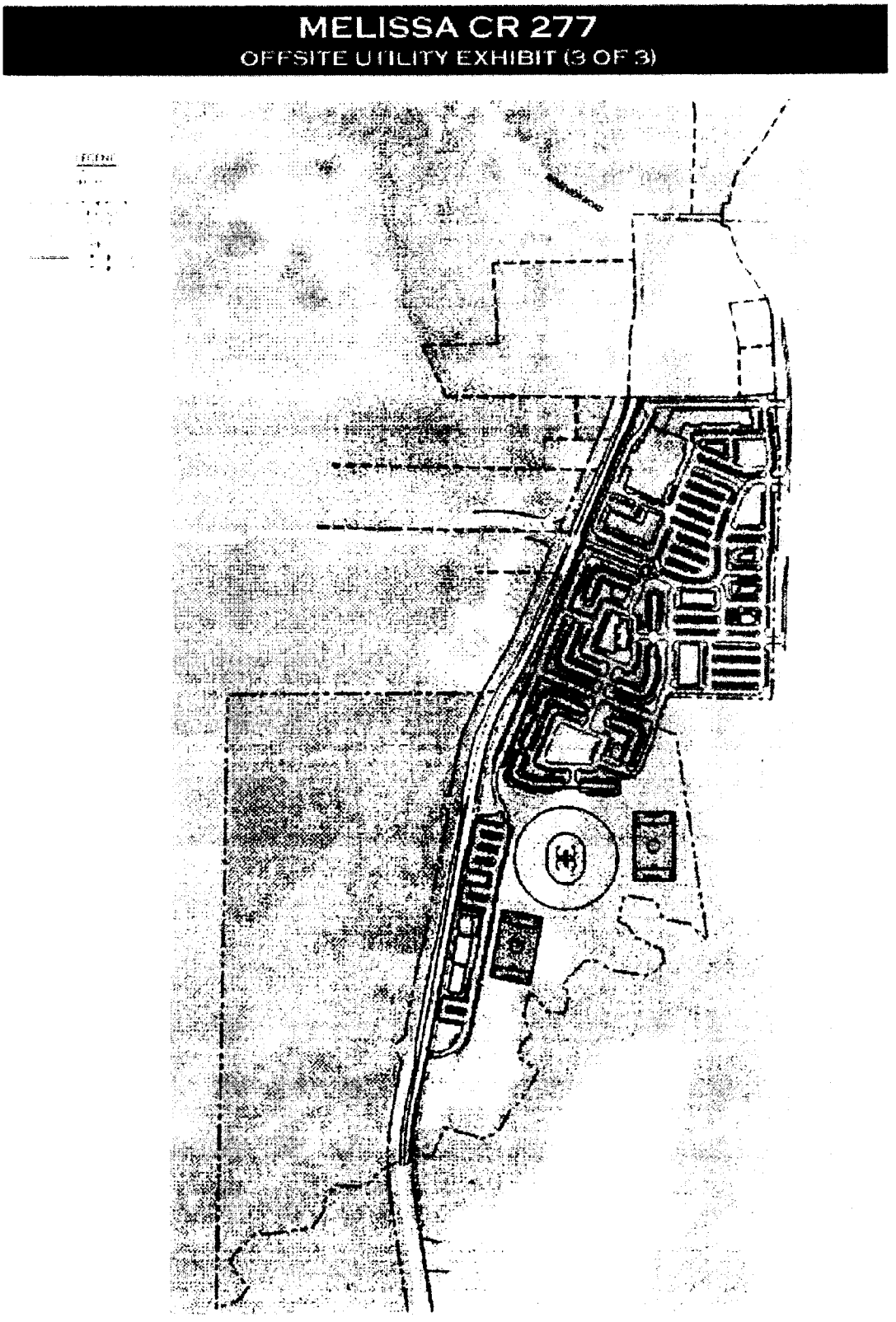


Exhibit C
Building Materials Standards

As used in this Agreement, the term "Building Materials Standards" shall include all minimum standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings as set forth or referenced in the following:

1. Melissa's Zoning Ordinance, Ordinance No. 92-04, as it exists or may be amended by Melissa in its sole discretion (and any successor ordinance thereto)

2. The ordinance regulating the zoning applicable to the Property, as it exists or may be amended by Melissa in its sole discretion (and any successor ordinance thereto)

3. Melissa's Ordinance adopting the International Energy Conservation Code and all local amendments thereto, as it exists or may be amended by Melissa in its sole discretion (and any successor ordinance thereto)

4. Melissa's Ordinance adopting the International Fuel Gas Code and all local amendments thereto, as it exists or may be amended by Melissa in its sole discretion (and any successor ordinance thereto)

5. Melissa's Ordinance adopting the International Mechanical Code and all local amendments thereto, as it exists or may be amended by Melissa in its sole discretion (and any successor ordinance thereto)

6. Melissa's Ordinance adopting the International Plumbing Code and all local amendments thereto, as it exists or may be amended by Melissa in its sole discretion (and any successor ordinance thereto)

7. Melissa's Ordinance adopting the National Electrical Code and all local amendments thereto, as it exists or may be amended by Melissa in its sole discretion (and any successor ordinance thereto)

8. Melissa's Ordinance adopting the International Residential Code and all local amendments thereto, as it exists or may be amended by Melissa in its sole discretion (and any successor ordinance thereto)

9. Melissa's Ordinance adopting the International Property Maintenance Code and all local amendments thereto, as it exists or may be amended by Melissa in its sole discretion (and any successor ordinance thereto)

10. Melissa's Ordinance adopting the International Fire Code and all local amendments thereto, as it exists or may be amended by Melissa in its sole discretion (and any successor ordinance thereto)

11. Melissa's Ordinance adopting the International Building Code and all local amendments thereto, as it exists or may be amended by Melissa in its sole discretion (and any successor ordinance thereto)

12. Any other existing, future or successor ordinance, rule or regulation adopted by the Melissa City Council that establishes a standard for a building product, material or aesthetic method

in construction, renovation, maintenance or other alteration of a building that is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building

Exhibit D

Estimated Cost Analysis

Westwood

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
CIVIL ENGINEERING SITE DEVELOPMENT COSTS

DATE: 4/24/2024

PROJECT NAME: HALF MELISSA C.R. 277 PAVING

LOCATION: C.R. 277 & C.R. 282

CLIENT: MELISSA75 HOLDINGS, LLC

CL STREET LF: 3,995

PROJECT NO.: R00035348.00

HALF CR 277 PAVING SUMMARY

Description		Totals	% of Costs
A. CR 277 DEMOLITION		$78,719.11	2.54%
B. CR 277 EXCAVATION		$365,690.00	11.80%
C. CR 277 EROSION CONTROL		$40,810.00	1.32%
D. CR 277 PAVING IMPROVEMENTS		$1,088,375.05	35.13%
E. CR 277 MISCELLANEOUS ITEMS		$850,025.72	27.44%
SUB-TOTAL:		$2,423,619.88	78.23%
ENGINEERING & SURVEYING		$383,698.70	12.38%
CONTINGENCIES:	10%	$242,361.99	7.82%
MATERIAL TESTING	2%	$48,472.40	1.56%
TOTAL CONSTRUCTION COSTS:		$3,098,152.96	100.0%
COST PER LINEAR FOOT OF STREET:		$	775.51

*** WESTWOOD'S OPINION OF PROBABLE CONSTRUCTION COSTS PROVIDED HEREIN REPRESENT WESTWOOD'S BEST JUDGEMENT AS AN EXPERIENCED AND QUALIFIED PROFESSIONAL GENERALLY FAMILIAR WITH THE INDUSTRY. HOWEVER, SINCE WESTWOOD HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, SERVICES FURNISHED BY OTHERS, THE CONTRACTOR'S METHOD OF DETERMINING PRICES, COMPETITIVE BIDDING OR MARKET CONDITIONS, WESTWOOD CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS OR ACTUAL INDIVIDUAL OR TOTAL CONSTRUCTION COST WILL NOT VARY FROM THE OPINION OF PROBABLE CONSTRUCTION COSTS PROVIDED BY WESTWOOD HEREIN. ***

Westwood

2400 Dallas Parkway, Suite 440
Plano, Texas 75093
214.473.4640

DATE: 4/24/2024
PROJECT NAME: HALF MELISSA C.R. 277 PAVING
LOCATION: C.R. 277 & C.R. 282
CLIENT: MELISSA 75 HOLDINGS, LLC
PROJECT NO: P00550148.00
CREATED BY: Matthew D. Lee, P.E.
CL STREET LF: 3,995

HALF CR 277 PAVING PH1
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

A. CR 277 DEMOLITION

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	ITEM COST
REMOVE & DISPOSE OF EXISTING ASPHALT RD	SY	354	$32.00	$30,543.11
REMOVE & DISPOSE OF EXISTING GRAVEL DRIVES	SY	308	$32.00	$1,...00
REMOVE & DISPOSE OF EXISTING FENCE	LF	2,840	$2.00	$36,4...00
REMOVE & DISPOSE OF BUILDINGS	LS	1		00.00
			SUB - TOTAL DEMOLITION	$73,719.11

B. CR 277 EXCAVATION

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	OPT 2 ITEM COST
CLEARING AND GRUBING	AC	11	$12,500.00	$142,...00
UNCLASSIFIED EXCAVATION	CY	11,788	$15.00	$176,820.00
UNCLASSIFIED EXPORT & STOCKPILE EXCAVATION	CY	2,335	$22.00	$51,...00
			SUB - TOTAL EXCAVATION	$355,690.00

C. CR 277 EROSION CONTROL

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	OPT 1 ITEM COST
STABILIZED CONSTRUCTION ENTRANCE	EA	1	$2,500.00	$2,...00
S.I.T. - LNC	LF	4,780	$3.00	$14,340.00
CURLEX BLANKET	SF	15,380	$1.50	$23,...00
			SUB - TOTAL EROSION CONTROL	$40,810.00

DATE: 4/24/2024
PROJECT NAME: HALF MELISSA C.R. 277 PAVING
LOCATION: C.R. 277 & C.R. 282
CLIENT: MELISSA 75 HOLDINGS, LLC
PROJECT NO.: 100334.00
CREATED BY: Matthew D. Lee, P.E.
CL STREET LF: 3,995

HALF CR 277 PAVING PH1

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

D. CR 277 PAVING IMPROVEMENTS

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	ITEM COST
8" RE-INF. CONCRETE STREET PAVEMENT (27' B-B)	SY	10,312	$66.00	$680,623.00
6" SCARIFY & COMPACT SUBGRADE PREP	SY	11,444	$12.00	$136,128.00
5% HYDRATED LIME (438#/SY)	TON	272	$250.00	$68,061.30
BARRIER FREE RAMPS	EA	8	$1,500.00	$12,000.00
CONCRETE STREET HEADER	LF	27	$110.00	$2,970.00
STREET BARRICADE	EA	2	$3,500.00	$7,000.00
REMOVE STABILIZED CONSTRUCTION ENTRANCE	EA	1	$1,500.00	$1,500.00
DOUBLE 4" (2W) 6" STRIPING	LF	3,430	$15.00	$51,450.00
4" WHITE STRIPING	LF	-	$25.00	$0.00
6" WHITE STOP BARS	EA	-	$1,500.00	$0.00
TRAFFIC BUTTONS (NON-REFLECTIVE)	EA	85	$55.00	$4,688.75
6" HOT MIX ASPHALT TRANSITION	SY	610	$85.00	$51,850.00
TRAFFIC CONTROL/HANDLING	MO	1	$20,000.00	$20,000.00
BONDS	PERCENT	2.0%		$20,719.11
INSPECTION FEE	PERCENT	3.0%		$31,078.67
			SUB - TOTAL PAVING IMPROVEMENTS	$1,086,375.25

E. CR 277 MISCELLANEOUS ITEMS

DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	ITEM COST
STREET LIGHTS	EA	13	$10,500.00	$139,650.00
4" SCHEDULE 80 PVC TRAFFIC CONDUIT	LF	3,420	$3.00	$10,260.00
3" SCHEDULE 80 PVC COMMUNICATION CABLE WITH GROUND BOXES	EA	2	$1,300.00	$7,524.00
2" SCHEDULE 80 PVC ROADWAY LIGHTING	LF	3,420	$35.00	$119,720.00
2" IRRIGATION CONDUIT	LF	3,420	$4.00	$13,680.00
HYDROMULCH OF PARKWAY	AC	11	$6,500.00	$75,400.00
LANDSCAPING TREES	EA	8	$850.00	$6,800.00
STREET SIGNS	EA	4	$650.00	$2,600.00
6' CONCRETE SIDEWALK	LF	3,564	$55.00	$195,987.00
4' BARBED WIRE FENCE	LF	3,890	$7.00	$27,230.00
TESTING	PERCENT	2.0%		$15,885.33
BONDS	PERCENT	2.0%		$15,885.33
CITY INSPECTION FEES	PERCENT	3.0%		$23,827.99
			SUB - TOTAL MISCELLANEOUS ITEMS	$850,025.77

Westwood

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
CIVIL ENGINEERING SITE DEVELOPMENT COSTS

DATE: 4/24/2024
PROJECT NAME: HALF MELISSA C.R. 277 UTILITIES
LOCATION: C.R. 277 & C.R. 282
CLIENT: MELISSA75 HOLDINGS, LLC
CL STREET LF: 3,995
PROJECT NO.: R00135348.00

HALF CR 277 UTILITIES SUMMARY			
Description		**Totals**	**% of Costs**
A. STORM SEWER SYSTEM		**$1,052,285.42**	44.42%
B. WATER DISTRIBUTION SYSTEM		**$861,813.75**	36.38%
SUB-TOTAL:		**$1,914,099.17**	**80.80%**
ENGINEERING & SURVEYING		$225,212.70	9.51%
CONTINGENCIES:	10%	$191,409.92	8.08%
MATERIAL TESTING:	2%	$38,281.98	1.62%
TOTAL CONSTRUCTION COSTS		$2,369,003.77	100.0%
COST PER LINEAR FOOT OF STREET:		$	592.99

--- WESTWOOD'S OPINION OF PROBABLE CONSTRUCTION COSTS PROVIDED HEREIN REPRESENT WESTWOOD'S BEST JUDGEMENT AS AN EXPERIENCED AND QUALIFIED PROFESSIONAL GENERALLY FAMILIAR WITH THE INDUSTRY. HOWEVER, SINCE WESTWOOD HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, SERVICES FURNISHED BY OTHERS, THE CONTRACTOR'S METHOD OF DETERMINING PRICES, COMPETITIVE BIDDING OR MARKET CONDITIONS, WESTWOOD CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS OR ACTUAL INDIVIDUAL OR TOTAL CONSTRUCTION COST WILL NOT VARY


CITY OF MELISSA • TEXAS

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2024000083212

eRecording - Real Property

AGREEMENT

Recorded On: July 10, 2024 11:27 AM

Number of Pages: 34

" Examined and Charged as Follows: "

Total Recording: $153.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	2024000083212
Receipt Number:	20240710000292
Recorded Date/Time:	July 10, 2024 11:27 AM
User:	Suzanne S
Station:	Station 9

Record and Return To:

CSC

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

Item 7.D

City of Melissa City Council Regular Meeting Staff Report

Date March 24, 2026

Subject Consider a Donation Box Site Plan, generally located at 2721 Sam Rayburn Highway, City of Melissa, Collin County, Texas. (TL)

Submitted by Tyra LaVerne, Assistant Director of Development Services

---

Action Requested

Consider a Donation Box Site Plan.

Summary of Subject

The applicant is requesting approval to place a donation box on the Kroger property. This request came forward in January. Planning and Zoning recommended approval; however, City Council ultimately denied the request.

The applicant is requesting relief from following regulations:

- Donation boxes must be located within 25 feet from the front facade or primary entrance point
- Donation boxes cannot be placed in a designated parking space.

The applicant has a lease agreement with the property owner (Kroger) which dictates the placement of the donation box.

The applicant has revised the proposed location of the donation box. No other changes to the previous request, such as maintenance plan and box dimensions, have been proposed.

The Planning and Zoning Commission recommended approval by a vote of 5/0/0, with the condition that the parking space used for the donation box be properly striped and that Kroger not reduce or forfeit any required parking spaces to accommodate its placement.

Staff Recommendation

Approval or disapproval of this site plan is a policymaker decision.

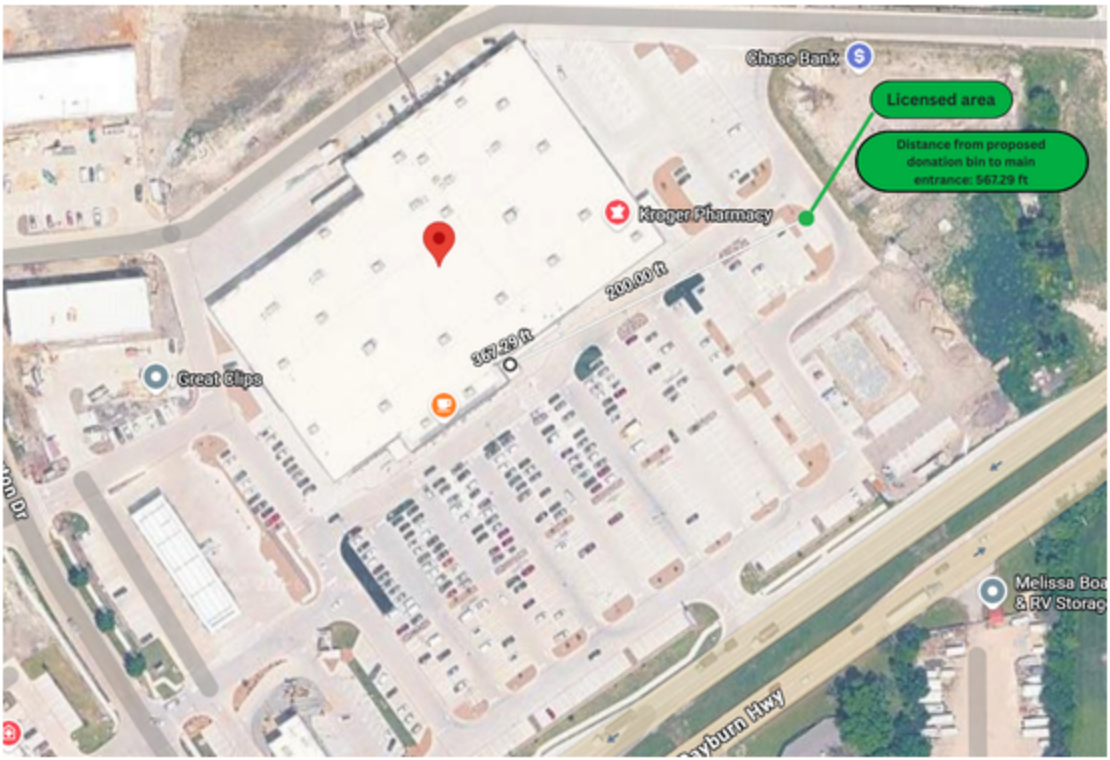
Supporting Documents

1. Location_of_Subject_Tract_Kroger.docx
2. 2721 Rayburn Hwy Melissa, TX 75454 siteplan.png
3. Bin_Photo.pdf
4. BIN_Dimensions.pdf
5. Maintenance_Schedule.docx

6. Ord_No._2022-09_CZO_Amendment_Donation_Boxes.pdf

Location of Subject Tract

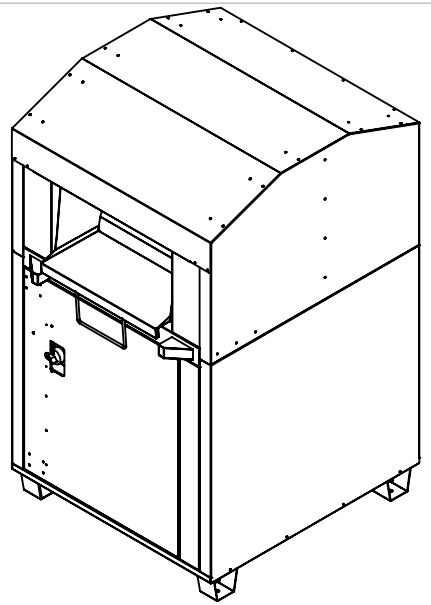


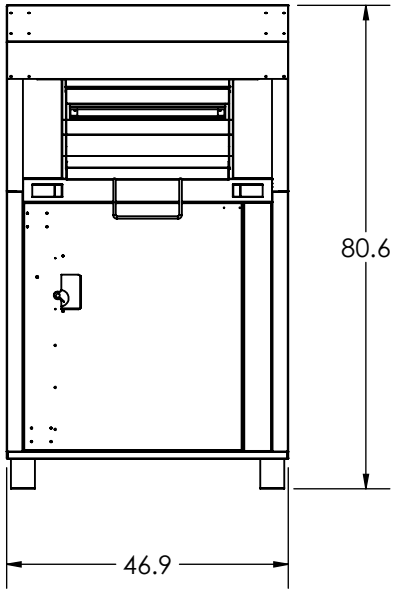

Chase Bank
Licensed area
Distance from proposed donation bin to main entrance: 567.29 ft
Kroger Pharmacy
200.00 ft
367.29 ft
Great Clips
Melissa Boa
& RV Storag
Dr

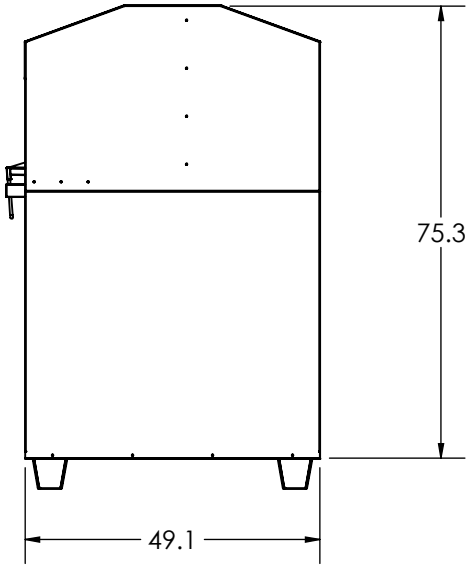

Clothes
& Shoes
Ooo, QR code!
I wonder what's behind it!
(201) 528 - 7778
No Trash Please!
Clothes
& Shoes
Trespassing
Caution
Ooo, QR code!
I wonder what's behind it!
(201) 528 - 7778
We can accept the following textile items only:
Clothes
Shoes
Bags
Accessories
Bedding
L.E.A.D.
LAW ENFORCEMENT AGAINST DRUGS & VIOLENCE
"On the Street and in the Classroom"
MILLION TREE CHALLENGE
REFORESTATION PARTNER
TexGreen
TexGreen Inc is a for-profit company that makes monthly payments to L.E.A.D. and One Tree Planted. The mission of L.E.A.D., which is a 503 (C)(3) organization independent of TexGreen Inc, is to create safer, healthier communities free of drugs, bullying, and violence. The mission of One Tree Planted, which is a 501 (C)(3) nonprofit organization independent of TexGreen Inc, is to make it simple for anyone to help the environment by planting trees. Projects range from forest fire recovery to watershed health and agroforestry, providing a benefit to people and the planet. TexGreen Inc is the owner of this unit. All proceeds go to TexGreen Inc. Deposited items will be used for profit. The value of the items placed in this bin is NOT tax deductible.
TexGreen Inc, 10865 Portal Drive, Los Alamitos CA 90720, Ph. (714) 244 8023

NOTES:

- GALVANNEALED STEEL CONSTRUCTION.
- U.V. RESISTANT POWDER COAT FINISH.
- 2 POINT LATCH.
- SPRING ASSISTED CHUTE FITS Ø13" X 27" LONG BAGS.
- EASILY REPLACEABLE DOOR WITH 7/16" STAINLESS HINGE PINS.
- HIDDEN SPRING BOLTS ENGAGE BEHIND DOOR FRAME, NOT VISIBLE FROM OUTSIDE.







UNLESS OTHERWISE SPECIFIED:		NAME	DATE
DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ±.015 ANGULAR: MACH ± BEND ± TWO PLACE DECIMAL ±.020 THREE PLACE DECIMAL ±.010	DRAWN	JCERDA	
	CHECKED		
	ENG APPR.	D MOORE	
	MFG APPR.		
	Q.A.		

PHONE: (909) 605-0538
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TITLE: CB26G16

SIZE		REV
A		A

SCALE: 1:32 | WEIGHT: | SHEET 1 OF 1

5 4 3 2 1

Hello Sir/Madam,

Our maintenance schedule for this location is **daily, seven days a week**. Below is the specific schedule, as requested:

Maintenance Days:

- **Monday** - maintenance and pick-up
- **Tuesday** - maintenance and pick-up
- **Wednesday** - maintenance and pick-up
- **Thursday** - maintenance and pick-up
- **Friday** - maintenance and pick-up
- **Saturday** - maintenance and pick-up
- **Sunday** - maintenance and pick-up

We operate every day, so if an additional pick-up is required beyond the daily visit, we can arrange it immediately.

All of our trucks are equipped with a graffiti removal kit, so any graffiti found during visits will be removed on the spot.

During each visit, we maintain not only the bin(s) but also the area around them, including cleaning and picking up any debris within a 25-ft radius.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Emilia Zhekova

201 456-2640

emily@greenteamworldwide.com

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS, AMENDING MELISSA'S CODE OF ORDINANCES, ORDINANCE NO. 92-04, AS AMENDED, CHAPTER 12 (PLANNING AND ZONING), ARTICLE 12.300 (ZONING ORDINANCE ADOPTED), SECTION 20 (SCHEDULE OF USES AND PARKING REQUIREMENTS) AND SECTION 31 (RULES OF CONSTRUCTION AND GENERAL DEFINITIONS); DESIGNATING THE LAND USE DEFINED AS "DONATION BOX" AS A CONDITIONAL USE IN THE FOLLOWING NONRESIDENTIAL ZONING DISTRICTS ONLY: C-1 RESTRICTED COMMERCIAL DISTRICT AND C-2 GENERAL COMMERCIAL DISTRICT; ESTABLISHING CONDITIONAL DEVELOPMENT STANDARDS APPLICABLE TO DONATION BOXES; DEFINING THE TERM DONATION BOX; PROVIDING A PENALTY CLAUSE, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council of the City of Melissa, Texas ("City Council") finds that there has been an increase in the number of persons or entities desiring to collect textiles, clothing, shoes, books, toys, household items and other salvageable personal property items for charitable purposes, which has led to the proliferation of donation boxes in various areas of the City of Melissa, Texas ("Melissa"); and

WHEREAS, Melissa also has seen the placement of donation boxes in required parking spaces, required landscaped buffer areas, required open space areas and in or near residential zoning districts, often without the property owner's permission; and

WHEREAS, the proliferation of these containers contribute to visual clutter, and in areas throughout Melissa, donation boxes have contributed to blight due to graffiti and poor maintenance and the accumulation of debris and excess items outside of the collection boxes; and

WHEREAS, the City Council also finds that the inability of landowners to accurately identify the owners of such donation boxes has resulted in decreased accountability on the part of donation box owners and operators; and

WHEREAS, the City Council finds that regulating the size, number, placement, installation, use and maintenance of donation boxes is necessary for the health, safety and welfare of the general public, the promotion of consistent land uses and development, the protection of property rights and the protection of landowners and residents of Melissa; and

WHEREAS, City Council finds that such minimum blight-related performance standards also are necessary to protect the aesthetic well-being of the community and to promote the tidy and ordered appearance of developed property; and

WHEREAS, Melissa has complied with all legal notices and public hearings as required by law; and

WHEREAS, the City Council finds that it will be advantageous, beneficial and in the best interest of the citizens of Melissa to amend Chapter 12 (Planning and Zoning), Article 12.300 (Zoning Ordinance Adopted) ("Zoning Ordinance"), Section 20 (Schedule of Uses and Parking Requirements) and Section 31 (Rules of Construction and General Definitions), as set forth below, to designate the land use defined as "Donation Box" as a Conditional Use in the following nonresidential zoning districts only: C-1 Restricted Commercial District and C-2 General Commercial District, as provided herein.

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: Amendment to the Code of Ordinances, Chapter 12 (Planning and Zoning), Article 12.300 (Zoning Ordinance Adopted), Section 20 (Schedule of Uses and Parking Requirements). Section 20 (Schedule of Uses and Parking Requirements) of the Zoning Ordinance is hereby amended to designate the land use defined as "Donation Box" as a Conditional Use subject to Conditional Development Standards in the following nonresidential zoning districts only: C-1 Restricted Commercial District and C-2 General Commercial District, as follows:

"**ARTICLE 12.300 ZONING ORDINANCE ADOPTED**

...

SECTION 20
SCHEDULE OF USES AND PARKING REQUIREMENTS

20.1 ...

[The remainder of this page intentionally left blank.]

	BASE ZONING DISTRICT LEGEND	Residential							Nonresidential				Special						
X	Use permitted in District	A - Agricultural District	SF-1 - Single-Family Residential District 1	SF-2 - Single-Family Residential District 2	SF-3 - Single-Family Residential District 3	TH - Townhome Residential District	MF - Multi-Family Dwelling District	MH - Manufactured Home Park District	C-1 - Restricted Commercial District	C-2 - General Commercial District	I-1 - Light Industrial District	I-2 - Heavy Industrial District	DOD CMU - Downtown Overlay District (Commercial Mixed Use)	DOD TMU - Downtown Overlay District (Transition Mixed Use)	CC/O - Commercial Corridor Overlay District	SUP - Specific Use Permit	PD - Planned Development District	Parking Requirement Based on Use
	Use prohibited in District																	
S	Use permitted in District upon approval of a Specific Use Permit																	
(a,b,c...)	Use is permitted in the District indicated with a Specific Use Permit (if applicable) if the use complies with conditional development standard or limitations in the corresponding alphabetical end note in Subsection 20.3 (Conditional Development Standards)																	
	SPECIAL ZONING DISTRICT LEGEND																	
X	Use subject to Base Zoning District																	
X(S)	Use subject to Base Zoning District upon approval of a Specific Use Permit																	
	Use prohibited in District																	
	Regulation by District (See Individual Section)																	
	PARKING REQUIREMENT BASED ON USE																	
(1,2,3...)	See corresponding numeric end note in Subsection 22.8 (Parking Requirement Based on Use)																	
	Use Type																	
	Nonresidential Uses																	
...																		
Donation Box									(s)	(s)								None
...																		

...

20.3 *Conditional Development Standards*: A use is permitted in the zoning district as indicated in the Use Chart, Subsection 20.1, if the following conditional development standards or limitations are met:

...

(s) *Donation Box:*

(1) Donation Boxes are permitted as a secondary use to a commercial primary use on the property.

(2) No more than one (1) donation box may be permitted for placement on any one lot. In the case of a shopping center or office development that consists of multiple platted lots, the Director shall treat the shopping center or office development as if it is only one contiguous lot. In the case of a shopping center or office development, the Director shall permit a single additional donation box, provided that neither box is within fifty (50) feet of the other, unless both donation boxes are operated by the same person.

(3) The placement and size of Donation Boxes shall comply with the following:

(a) Donation Boxes shall not be located in a designated parking or loading space.

(b) Donation Boxes shall conform to all applicable building setbacks on the property.

(c) Donation Boxes shall be located so as to facilitate pickup of donated items by the operator or collection agency.

(d) Donation Boxes shall be located within twenty-five (25) feet of the front façade of a building. For the purposes of this subsection, a front façade of a building shall mean the primary entrance point for the public. Donation Boxes shall not be located in the rear of any building which is not a pad site (defined as a nonresidential building of 6,000 square feet or less).

(e) Donation Boxes may be located in the rear of pad sites (defined as a nonresidential building of 6,000 square feet or less) provided that they meet the other locational criteria.

(f) Donation Boxes shall be located a minimum distance of twenty-five (25) feet away from the intersection of two (2) or more fire lanes and/or drive aisles, with the distance measured from the intersecting center lines of the fire lanes and/or drive aisles.

(g) The maximum dimensions of a Donation Box shall be twelve (12) feet in width, twelve (12) feet in depth and seven (7) feet in height.

(h) Donation Boxes shall not be located within in any required landscape buffers.

(i) Donation Boxes shall not be located in any designated open space areas.

(4) Approval process for Donation Boxes:

(a) The placement of Donation Boxes must be approved as part of a Site Plan.

(b) The property owner shall sign and notarize the development application for the Site Plan

authorizing the placement of the Donation Box on the property.

(c) A decal to allow a Donation Box to be placed and used at a designated location shall be issued by Development Services at the time of the approval of the Site Plan. The decal shall be placed on the Donation Box in a visible location to identify the Donation Box as an allowed use on the property. In addition to the decal, each Donation Box shall clearly indicate in writing the name and contact information of the operator of the box on the front side of the box. The size of lettering for the notice shall not be less than one-half inch in height.

(d) The operator of the Donation Box shall serve as the applicant on the development application. A separate application is required for each Donation Box operator for each site. If the Donation Box operator changes, the new operator must submit a new Site Plan prior to the change in operation.

(e) The Site Plan shall detail a service plan for each Donation Box. The operator of each Donation Box shall be responsible for collecting the contents of the Donation Box to prevent overflow and littering and shall pick up all donated items at least once per week. The service plan shall include information regarding how many times a week donated items will be collected, the time of day the items will be collected, a vehicular circulation plan and a graffiti and litter abatement plan.

(5) Required maintenance of Donation Boxes and drop-off collection areas:

(a) The operator of each Donation Box shall keep the real property situated within twenty-five (25) feet of the location of a Donation Box clean and free of trash, debris, broken glass, coat hangers, clothes, clothing accessories or excess donations.

(b) The Donation Box operator and the real property owner shall be jointly and severally liable and responsible for the maintenance, upkeep and servicing of the Donation Box and the cleanup and

removal of any donations left on the property outside of the Donation Box.

(c) A violation of this Subsection shall constitute a public nuisance, and the City shall have the authority to abate any such violation as such. This provision does not exclude or limit the use of any other remedy available to the City under this Ordinance, the Code of Ordinances or the laws of the State of Texas.

(d) Each Donation Box shall clearly indicate in writing on the front side of each box that all donations must fit into and be placed within the Donation Box. The size of lettering for the notice shall not be less than one-half inch in height.

(e) A Donation Box operator or real property owner that fails to maintain the cleanliness of the surrounding real property may receive a notice of violation from the City. If the City elects to send a notice of violation to the email address on file for the operator, the operator shall have forty-eight (48) hours to remedy the complaint. Failure to comply with a notice of violation may result in the issuance of a citation by the City. An operator who is issued more than one (1) citation in a twelve (12) month period for the same offense on the same Donation Box is subject to revocation of the approval for such Donation Box.

(f) The requirements of this Subsection shall apply to all Donation Boxes regardless of whether the boxes were placed prior to the effective date of these regulations, except that any Donation Boxes existing on the effective date of these regulations shall come into compliance with the requirements of this Subsection not later than one (1) year after the effective date of these regulations. Donation Boxes existing on or before the effective date of these regulations shall have no legally existing non-conforming rights and shall immediately comply with the requirements of this Subsection.

(6) It shall be unlawful for any person who owns, leases, is in control of or is entitled to possession of real property within the City of Melissa to authorize or allow any Donation Box

to be placed on or remain on such real property without a valid Site Plan in compliance with the provisions of this Ordinance.

..."

SECTION 3: Amendment to the Code of Ordinances, Chapter 12 (Planning and Zoning), Article 12.300 (Zoning Ordinance Adopted), Section 31 (Rules of Construction and General Definitions). Section 31 (Rules of Construction and General Definitions) of the Zoning Ordinance is hereby amended as follows:

"SECTION 31
RULES OF CONSTRUCTION AND GENERAL DEFINITIONS

...

31.2 *General Definitions: ...*

...

Donation Box

Any drop-off box, container, receptacle, trailer or similar facility that accepts donated textiles, clothing, shoes, books, toys, household items and/or other salvageable personal property items to be used by the operator for distribution, resale or recycling.

..."

SECTION 4: Savings/Repealing. The Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other Ordinance. 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 5: 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, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 6: Penalty. Any person, firm, corporation or entity 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 upon conviction therefore, shall be fined in a sum not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. 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: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS on this 14th day of December, 2021.

Reed Greer, Mayor

ATTESTED TO AND CORRECTLY RECORDED:

Kacie Galyon, City Secretary

CITY OF MELISSA • TEXAS

Dates of Publication: December 23, 30 2021, *Anna-Melissa Tribune*

Item 7.E

City of Melissa City Council Regular Meeting Staff Report

Date March 24, 2026

Subject Consider the Trinity Office Park Final Engineering Site Plan, consisting of 2.49± acres of land, situated in the J. Emberson Survey, Abstract No. 294, City of Melissa, Collin County, Texas and generally located at the northeast corner of Lindenwood Avenue and Central Expressway, City of Melissa, Collin County, Texas. (TL)

Submitted by Tyra LaVerne, Interim Director of Development Services

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Action Requested

Consider the Trinity Office Park Final Engineering Site Plan.

Summary of Subject

City staff has reviewed the Final Engineering Site Plan for compliance with the City's Code of Ordinances ("Code") and the applicable zoning for the tract.

The applicant is requesting approval to deviate from the City Code requirement that dumpsters be located a minimum of 100 feet from a residential property line. The proposed dumpster location is approximately 61 feet from the residential property line.

The applicant is also requesting approval to install a living screen adjacent to the residential development. City Code requires commercial properties to install a solid screening wall or fence between 6 and 8 feet in height along the property line separating commercial and residential uses. The applicant has provided a line of sight exhibit for your consideration.

This site plan is part of a larger development. The adjacent lot, which has been fully constructed, received approval in April 2024 with the following variances:

- Installation of a 10-foot-tall, fully mature and opaque living screen with irrigation at the time of construction
- Dumpster enclosures located approximately 44 feet from the residential property line.

Link to Final Civil Plans https://cityofmelissa-my.sharepoint.com/:b:/p/nregalado/IQCxFdZIiEt8Q55CKPQs9K3EARzRhh-nluBvi_Xtp5U-ueg?e=rtu1gg-

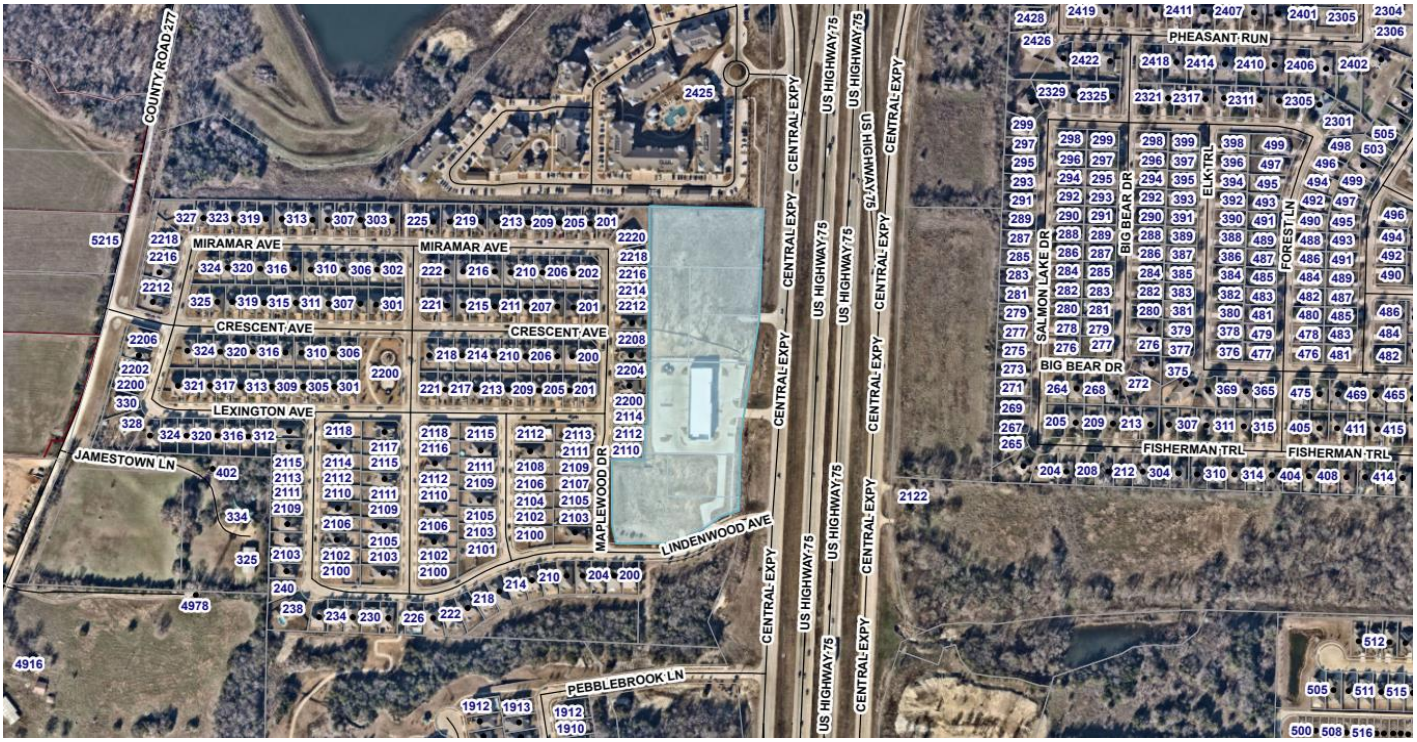
The Planning and Zoning Commission recommended approval by a vote of 3/2/0.

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

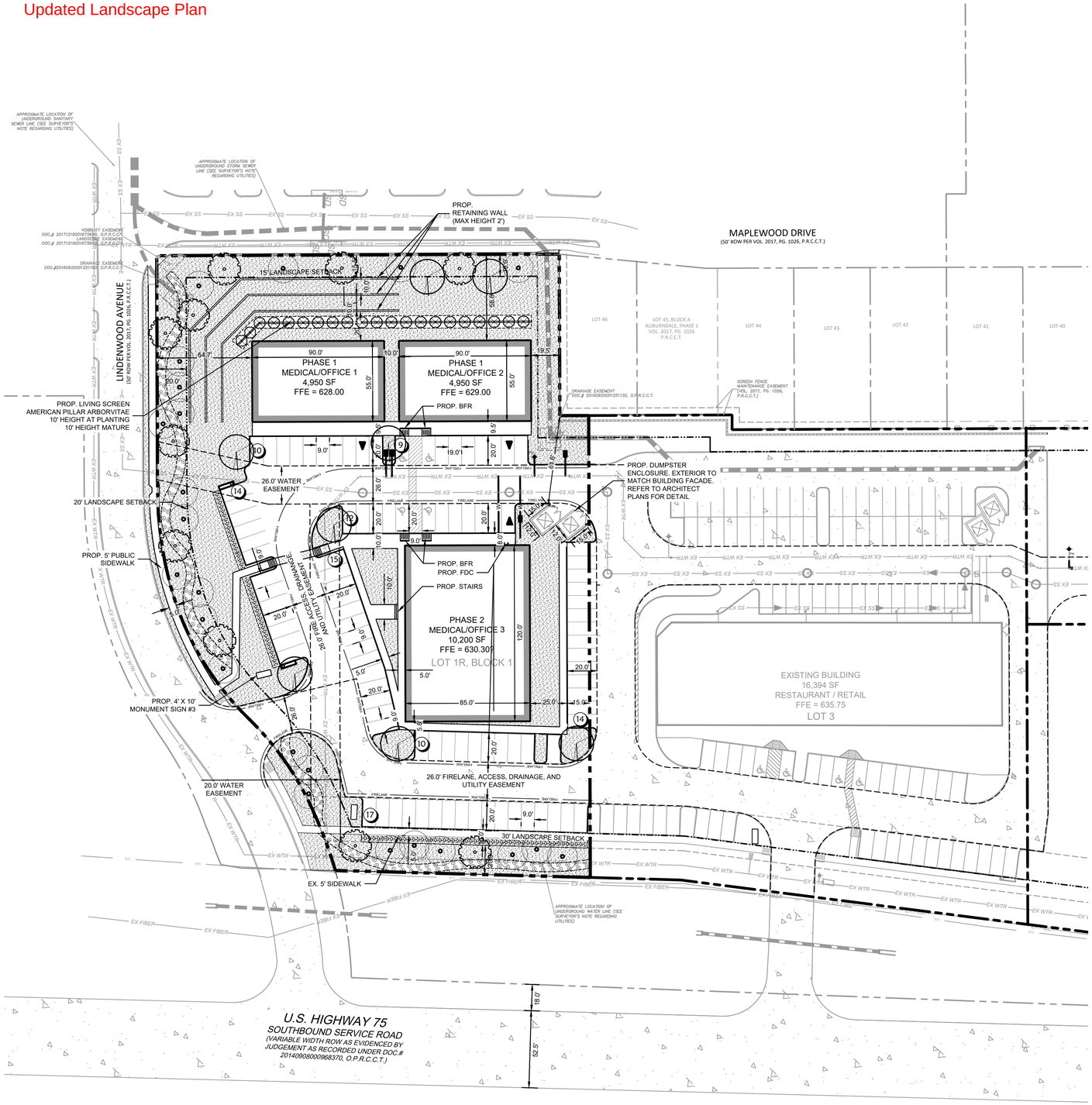
Staff Recommendation
Approval or disapproval of the variance request is a policy maker decision.

Supporting Documents
1. Location of subject Tract - Trinity Office Park
2. Site Plan for Trinity Office Park.pdf

Location of subject Tract



Updated Landscape Plan



LONDON LANDSCAPES

P.O. BOX 28 COLLINSVILLE, TEXAS 76233
WWW.LONDON-LANDSCAPES.NET

LANDSCAPE REQUIREMENTS		
Lot 1R, Block 1		
BUFFER YARD REQUIREMENTS		
	REQUIRED	PROVIDED
US Hwy 75	30'-0"	30'-0"
Lindenwood Ave.	20'-0"	20'-0"
Maplewood Drive	15'-0"	15'-0"
BUFFER YARD SHRUBS		
US Hwy 75	YES	YES
Lindenwood Ave.	YES	YES
Maplewood Drive	YES	YES
BUFFER YARD TREES		
US Hwy 75	4,001 SF / 500 = 8 TREES	8 TREES
Lindenwood Ave.	8,117 SF / 500 = 16 TREES	16 TREES
Maplewood Drive	4,104 SF / 500 = 8 TREES	8 TREES
PARKING LOT TREES 101 Spaces	1 TREE / 20 SPACES = 6 TREES	6 TREES
HEADLIGHT SHRUBS	YES	YES

KEY

TREES

	8	UL	Ulmus crassifolia	Cedar Elm	4" Cal. Min. Cont. Grown–65 Gal. 12'–15' Height, 6'–8' Spread Specimen
	10	QT	Quercus texana	Texas Red Oak	3" Cal. Min. Cont. Grown–65 Gal. 12'–15' Height, 6'–8' Spread Specimen
	23	MV	Magnolia virginiana	Sweet Bay Magnolia	3" Cal. Min. Cont. Grown–65 Gal. 12'–15' Height, 6'–8' Spread Healthy

SHRUBS

	180	HP	Hesperaloe parviflora	Red Yucca	5 Gal Min. 30" Ht. at planting Specimen
	21	ARB	Arborvitae 'American Pillar'	'American Pillar' Arborvitae	7.5 Gal Min. 10' Ht. at planting Specimen
	91	MC	Myric cerifera x pumila	Dwarf Wax Myrtle	5 Gal Min. 30" Ht. at planting Specimen

GROUNDCOVER

	40,815 SF	SOD	Common Bermuda Grass	Bermuda Grass	Solid sod Sand fill joints and provide uniform coverage within 30 days of completion

GRAPHIC SCALE

0 40 80 FEET

SCALE: 1" = 40'

IRRIGATION NOTE

ALL LANDSCAPED AREAS MUST BE IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM EQUIPPED WITH OPERATING RAIN AND FREEZE SENSORS.

LANDSCAPE PLAN
CITY PROJECT NO. SPXX-XXXX
TRINITY MELISSA OFFICE PARK
2.49 ACRES
MELISSA COMMERCIAL
(VOL. 2025, PG. 40)
CITY OF MELISSA, COLLIN COUNTY, TEXAS
PREPARATION DATE: 01/27/26

OWNER/APPLICANT
ABJI, LLC
3575 STORY RD. WEST SUITE 100
IRVING, TX 75038
PH: 214-682-4886
CONTACT: MEHRDAD SEHAT

LANDSCAPE ARCHITECT
LONDON LANDSCAPES
P.O. BOX 28
COLLINSVILLE, TX 76233
PH: 972-800-0676
CONTACT: AMY LONDON

ENGINEER
KIRKMAN ENGINEERING, LLC
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
PH: 817-488-4960
CONTACT: JOHN GARDNER, PE

SURVEYOR
BARTON CHAPA SURVEYING
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
PH: 817-864-1957
CONTACT: JACK BARTON, RPLS

REGISTERED LANDSCAPE ARCHITECT
AMY S. LONDON
2971
STATE OF TEXAS

1/27/26

MELISSA OFFICE
LOT 1R, BLOCK 1
CITY OF MELISSA
COLLIN COUNTY, TEXAS

REV:	DATE:	DESCRIPTION:

kirkman ENGINEERING
KIRKMAN ENGINEERING, LLC
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
TEXAS FIRM NO. 15874

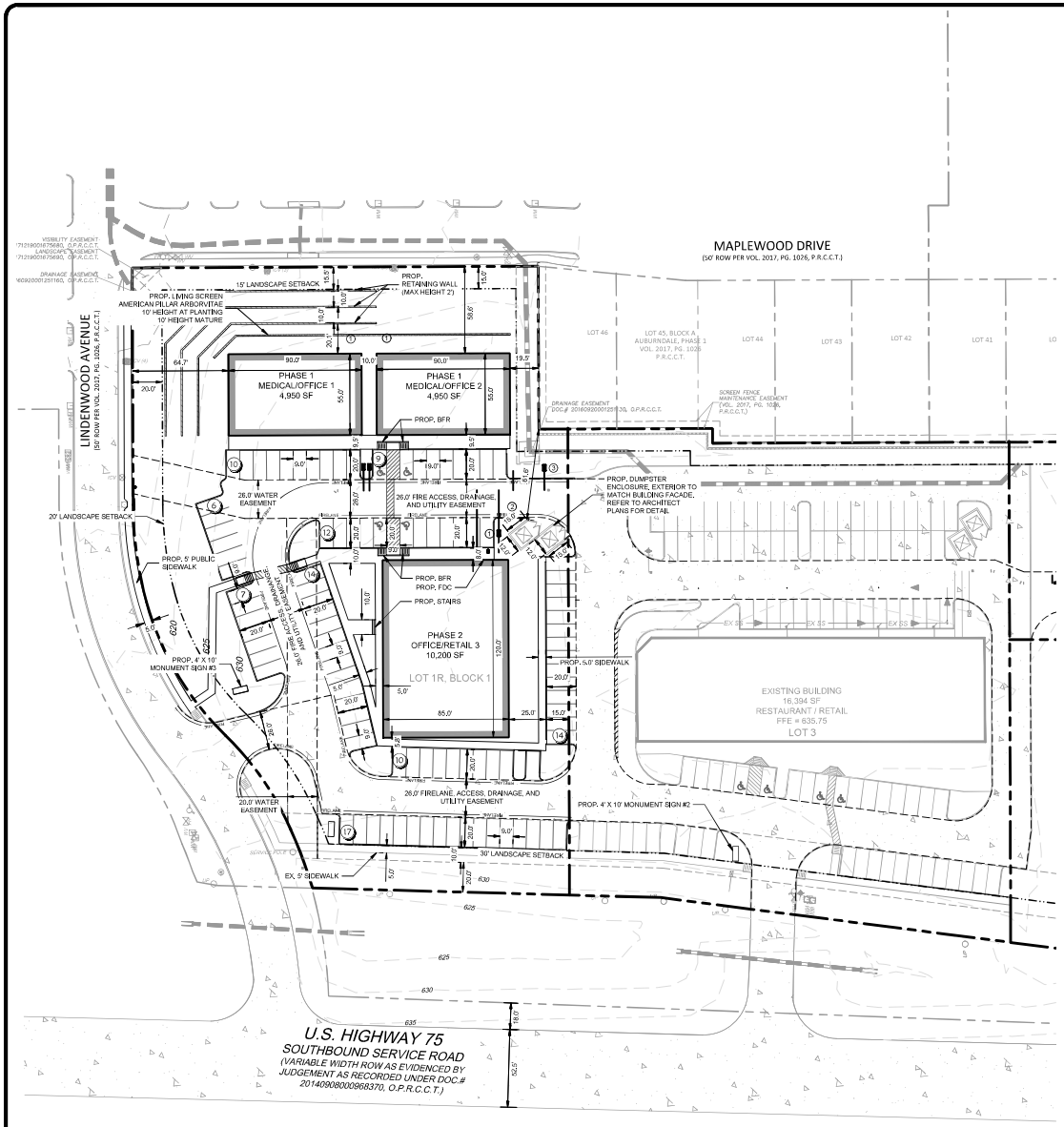
JOB NUMBER: MEH23001_MELISSA

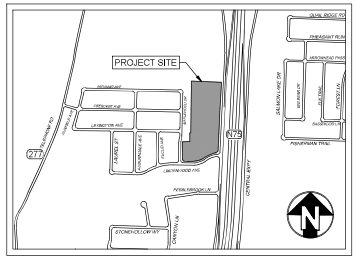
ISSUE DATE: 1/27/26

LANDSCAPE PLAN

SHEET:

L1.00





VICINITY MAP
N.T.S.

811
Know what's below.
Call before you dig.

LEGEND

- PROPOSED SIGN
- FIRE LANE STRIPING — FIRELANE
- PROPOSED FIRE HYDRANT — FH
- PROPOSED SANITARY MANHOLE — SS
- PROPOSED CURB INLET
- PROPOSED GRATE INLET
- ACCESSIBLE ROUTE
- PARKING COUNT — 10
- PROPOSED RETAINING WALL
- PROPOSED FDC
- PROPERTY BOUNDARY

SITE PLAN DATA TABLE			
	BUILDING 1	BUILDING 2	BUILDING 3
EXISTING ZONING	ZONE PD	ZONE PD	ZONE PD
PROPOSED ZONING	ZONE PD	ZONE PD	ZONE PD
PROPOSED USE	MEDICAL (100%)	MEDICAL (100%)	MEDICAL (100%)
LOT AREA (SF) / (ACRES)	108,517 / 2.49	108,517 / 2.49	108,517 / 2.49
TOTAL BUILDING AREA (SF)	4,950	4,950	10,200
BUILDING HEIGHT	24'-0" (1 STORY)	24'-0" (1 STORY)	24'-0" (1 STORY)
BUILDING LOT COVERAGE (%) / FLOOR AREA RATIO	4.56% / 0.046	4.56% / 0.046	9.40% / 0.094

PARKING DATA TABLE			
	BUILDING 1	BUILDING 2	BUILDING 3
OFFICE (MEDICAL) PARKING REQUIREMENT	1 SPACE PER 200 SF	1 SPACE PER 200 SF	1 SPACE PER 200 SF
PORTION OF BUILDING OFFICE (MEDICAL)	100% / 4,950 SF	100% / 4,950 SF	100% / 10,200 SF
OFFICE (MEDICAL) PARKING SPACES REQUIRED	25 SPACES	25 SPACES	50 SPACES
TOTAL PARKING SPACES REQUIRED	100 SPACES	100 SPACES	100 SPACES
TOTAL PARKING SPACES PROVIDED	100 SPACES	100 SPACES	100 SPACES
REQUIRED ADA PARKING	4 SPACES (1 VAN)	4 SPACES (1 VAN)	4 SPACES (1 VAN)
PROVIDED ADA PARKING	4 SPACES (2 VAN)	4 SPACES (2 VAN)	4 SPACES (2 VAN)

VARIANCE TABLE	
CODE	VARIANCE
3.1400 - SCREENING REQUIREMENTS	A LIVING SCREEN IS PROPOSED BETWEEN THE ADJACENT RESIDENTIAL PROPERTIES AND THE PROPOSED DEVELOPMENT IN LIEU OF A MASONRY SCREENING WALL.
	DUMPSTER WITHIN 100 FEET OF RESIDENTIALLY ZONED PROPERTY

LAYOUT & DIMENSIONAL CONTROL NOTES:

1. BOUNDARY LINES AND EASEMENT: REFER TO THE FINAL PLAT TO VERIFY PROPERTY LINES AND EXISTING EASEMENT LOCATIONS.
2. DIMENSION CONTROL: UNLESS NOTED OTHERWISE, ALL PAVING DIMENSIONS SHOWN ARE TO FACE OF CURB.
3. CURB RADII: UNLESS NOTED OTHERWISE, ALL CURB RADII SHALL BE 3' AT FACE OF CURB.
4. BUILDING DIMENSIONS: REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS.
5. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND COORDINATES PRIOR TO CONSTRUCTION.
6. ALL COORDINATES ARE U.S. SURVEY FEET, NAD '83 SURFACE.

NOTE TO CONTRACTOR

THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES (WHETHER SHOWN ON PLANS OR NOT) PRIOR TO COMMENCING CONSTRUCTION. IF FIELD CONDITIONS DIFFER SIGNIFICANTLY FROM LOCATIONS SHOWN ON THE PLANS, THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.

SITE PLAN KEY	
1	PROP. METER (DOMESTIC)
2	PROP. FIRE SERVICE
3	PROP. METER (IRRIGATION)

GRAPHIC SCALE
0 40 80 FEET
SCALE: 1" = 40'

SITE PLAN
CITY PROJECT NO. SPXX-XXXX
TRINITY MELISSA
OFFICE PARK
2.49 ACRES
MELISSA COMMERCIAL
(VOL. 2025, PG. 40)
CITY OF MELISSA, COLLIN
COUNTY, TEXAS
PREPARATION DATE: 09/05/2023

OWNER/APPLICANT
ABJL LLC
3575 STORY RD. WEST SUITE 100
IRVING, TX 75038
PH: 214-953-4366
CONTACT: MEHRDAD SEHAT

LANDSCAPE ARCHITECT
LONDON LANDSCAPES
P.O. BOX 28
COLLINSVILLE, TX 76233
PH: 972-600-5676
CONTACT: AMY LONDON

ENGINEER
KIRKMAN ENGINEERING, LLC
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
PH: 817-488-4960
CONTACT: JOHN GARDNER, PE

SURVEYOR
BARTON CHAPA SURVEYING
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
PH: 817-864-1957
CONTACT: JACK BARTON, RPLS

PRELIMINARY FOR REVIEW ONLY
THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR THE PURPOSES OF CONSTRUCTION, BIDDING OR PERMIT. THEY WERE PREPARED BY, OR UNDER THE SUPERVISION OF:
JOHN D. GARDNER
P.E.# 138295
DATE: February 4, 2026

MELISSA
OFFICE
LOT 1R, BLOCK 1
CITY OF MELISSA
COLLIN COUNTY, TEXAS

REV:	DATE:	DESCRIPTION:

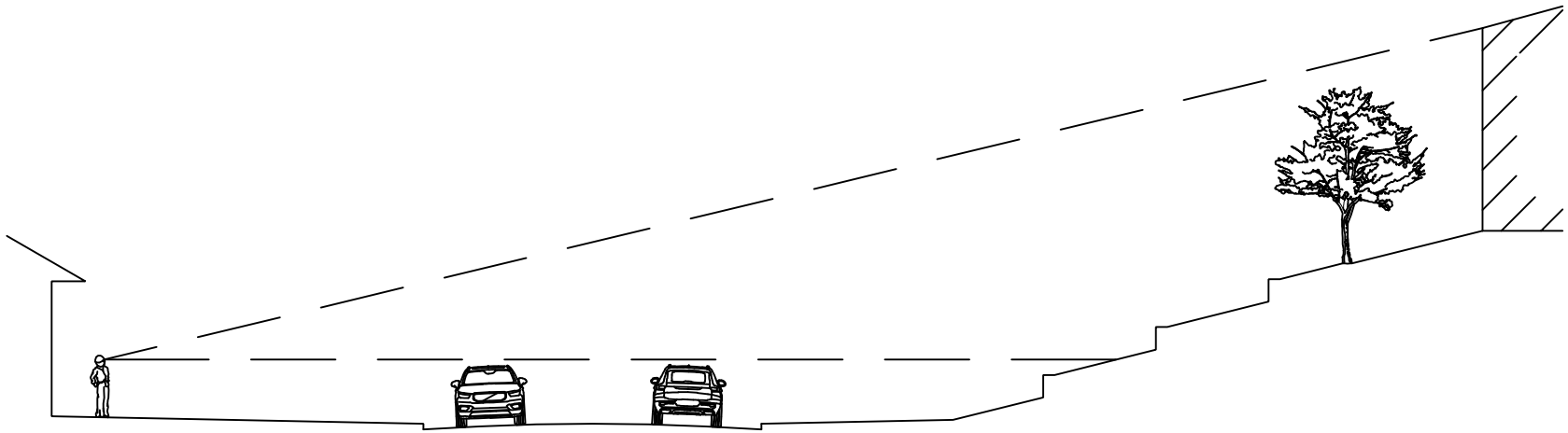
kirkman ENGINEERING
KIRKMAN ENGINEERING, LLC
5200 STATE HIGHWAY 121
COLLEYVILLE, TX 76034
TEXAS FIRM NO. 15874

JOB NUMBER: MEH23001_MELISSA
ISSUE DATE: 11/20/25

SITE PLAN

SHEET:
C3.0

FULL PATH: K:\Active\MEH_Revit Office\Drawings\Production\Sheets\MEH_Revit Office Drawings - Production Cut.RVT, Plot By: MHEH



Item 7.F

City of Melissa City Council Regular Meeting Staff Report

Date March 24, 2026

Subject Consider the Jiffy Lube Final Engineering Site Plan, consisting of 0.867± acres of land, situated in the D.E.W. Babb Survey, Abstract No. 33, City of Melissa, Collin County, Texas, and generally located approximately 308 feet southwest of the intersection of Sam Rayburn Highway and Milrany Lane, City of Melissa, Collin County, Texas. (TL)

Submitted by Tyra LaVerne, Interim Director of Development Services

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Action Requested
Consider the Jiffy Lube Final Engineering Site Plan.

Summary of Subject

City staff has reviewed the Final Engineering Site Plan for compliance with the City's Code of Ordinances ("Code") and the applicable zoning for the tract.

The applicant is requesting approval to deviate from the City Code requirement that dumpsters be located a minimum of 100 feet from a residential property line. The proposed dumpster location is approximately just over 42 feet from the residential property line.

Link to Final Civil Plans - https://cityofmelissa-my.sharepoint.com/:b:/p/nregalado/IQA2WBpmoym-SJbymlRNGXteAdQ2UmNdP6_danimIscGBfI?e=weDspx

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

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

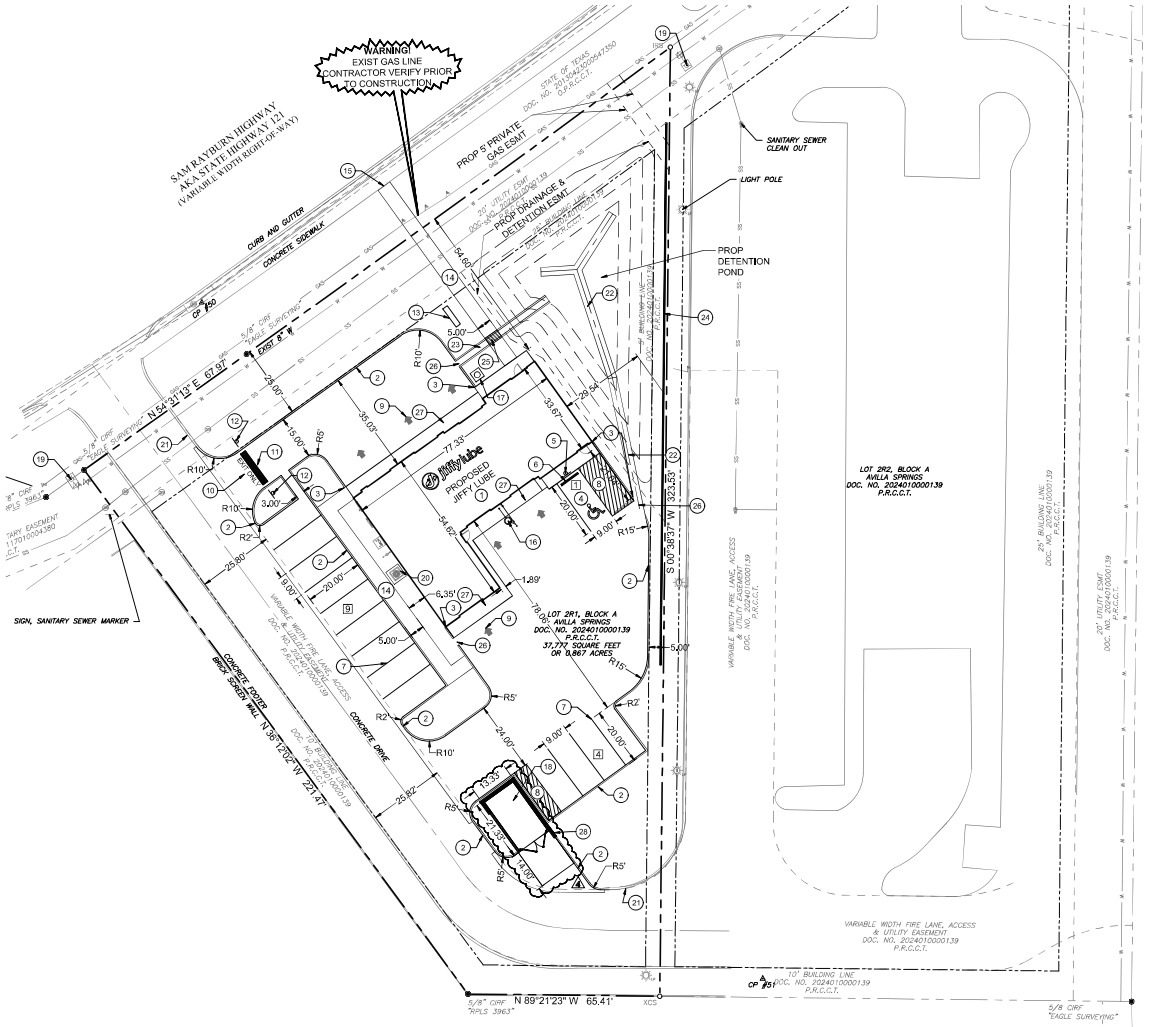
Staff Recommendation
Approval or disapproval of the variance request is a policy maker decision.

Supporting Documents
1. Location of subject Tract - Jiffy Lube.docx.pdf
2. Site Plan Jiffy Lube.pdf

Location of subject Tract



VARIANCES NOTE:
1. VARIANCE FOR DUMPSTER LOCATION FROM FOLLOWING REQUIREMENTS:
1.1. ARTICLE 3.1400(b)(6)F
ALL REFUSE ENCLOSURES SHALL BE LOCATED A MINIMUM OF THIRTY FEET (30') FROM ANY AND ALL TRAFFIC AND/OR PEDESTRIAN ENTRANCES AND EXITS TO THE PROPERTY.
1.2. ARTICLE 3.1400(b)(6)(D)
EACH REFUSE ENCLOSURE SHALL BE LOCATED A MINIMUM OF ONE HUNDRED FEET (100') FROM ANY ADJACENT RESIDENTIAL DISTRICT BOUNDARY LINES, UNLESS APPROVED BY THE CITY ENGINEER.



GRAPHIC SCALE IN FEET
0 20 40 60

SITE NOTES:

1. ALL WORK SHALL CONFORM TO THESE PLANS, CONTRACT DOCUMENTS AND THE INTERNATIONAL BUILDING CODE.
2. ALL PAVING DIMENSIONS ARE TO FACE OF CURB WHERE APPLICABLE.
3. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR ACTUAL BUILDING DIMENSIONS.
THE BUILDING DIMENSIONS AND CORNERS SHOWN ARE TO FACE OF OUTSIDE WALLS OF BUILDING.
4. THE BOUNDARY WILL BE MONUMENTED BY OTHERS PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL LOCATE AND VERIFY THE BOUNDARY MONUMENTATION AND THE PROJECT BENCHMARK PRIOR TO COMMENCING CONSTRUCTION. THE BOUNDARY MONUMENTATION SHALL BE USED AS HORIZONTAL PROJECT CONTROL AND SHALL BE PROTECTED BY THE CONTRACTOR DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER OF MISSING OR CONFLICTING MONUMENTATION PRIOR TO COMMENCING CONSTRUCTION.
5. CONTRACTOR IS RESPONSIBLE FOR ENSURING ALL PEDESTRIAN WORK MEETS OR EXCEEDS THE CURRENT ADA GUIDELINES. ALL WORK AROUND HANDICAP PARKING SHALL CONFORM TO ADA AND TEXAS ACCESSIBILITY STANDARDS. THE CONTRACTOR SHALL REMOVE AND REPLACE ANY CONSTRUCTED OR INSTALLED ITEMS NOT MEETING THE CURRENT ADA STANDARDS AT NO ADDITIONAL COST TO THE OWNER OR TO THE CITY.
6. REFERENCE ARCHITECTURAL DRAWINGS FOR BOLLARD PLACEMENT.
7. CONTRACTOR TO REFERENCE STRUCTURAL PLANS FOR BUILDING AND FOUNDATION SUBGRADE PREPARATION.
8. REFER TO GEOTECHNICAL REPORT (GILES ENGINEERING ASSOCIATES, INC PROJECT NO. 4G-2505004).
9. STRUCTURAL BMP SHALL BE PROVIDED PER THE CITY OF MELISSA DESIGN CRITERIA. PLANTERS SHALL BE PROVIDED PER SECTION 15 OF THE ISWM TECHNICAL MANUAL - SITE DEVELOPMENT CONTROLS.
10. DRIVE THROUGH FOR PICK UP ONLY. THERE IS NO POINT OF ORDER.
11. MAX BUILDING HEIGHT EQUALS 22'-2" FEET.
12. FINAL SERVICE LOCATIONS TO BE FINALIZED WITH MEP PLANS

NOTES BY SYMBOL:

1. PROPOSED BUILDING
2. PROPOSED 6" CURB
3. TRANSITION CURB FROM 6" TO 0" IN 2FT (UNLESS OTHERWISE NOTED)
4. ADA PARKING SPOT & STRIPIING
5. ADA PARKING SIGN
6. 4'x6" **ANCHORED WHEEL STOP**
7. 4" WIDE PAINTED WHITE STRIPE
8. 4" WIDE CROSS HATCH STRIPING
9. TRAFFIC ARROWS (REF ARCH PLANS)
10. "EXIST ONLY" 18" TALL PAINTED WHITE LETTERS
11. 24" WIDE PAINTED WHITE STOP BAR
12. EXIT ONLY SIGN WITH CONCRETE BASE
13. PROPOSED MONUMENT SIGN
14. PROPOSED 5' SIDEWALK
15. DOWEL PROPOSED SIDEWALK INTO EXISTING SIDEWALK
16. SUMP PUMP (REF ARCH PLANS FOR DETAILS)
17. OIL WATER SEPARATOR (REF ARCH PLANS FOR DETAILS)
18. DUMPSTER AREA (REF ARCH PLANS FOR DETAILS)
19. EXISTING FIRE HYDRANT
20. HVAC UNIT WITH SCREENING (REF ARCH PLANS FOR DETAILS)
21. EXISTING 6" CURB TO REMAIN
22. 9' WIDE CONCRETE FLUME
23. 3' WIDE CONCRETE CROSS DRAIN
24. PROPOSED 185 LF OF RETAINING WALL (TO BE ENGINEERED BY OTHERS)
25. 5' WIDE TRUCK APPROACH (SEE SHEET 9 FOR DETAIL)
26. 3' WIDE CURB CUT
27. CONCRETE PAD. (REF ARCH PLANS FOR DETAILS)
28. PROPOSED 43 LF OF RETAINING WALL (TO BE ENGINEERED BY OTHERS)

SITE DATA	AVILLA SPRINGS LOT 2R1, BLOCK A
ZONED:	SUP/C-2
TOTAL APPROXIMATE LAND SIZE:	37,777 SF/0.867 AC
PROPOSED USE:	AUTO REPAIR (MINOR)
FRONT SETBACK:	25 FEET
SIDE SETBACK:	5 FEET
REAR SETBACK:	10 FEET
BUILDING FOOTPRINT SF:	2902 SF
PERCENT OF LOT COVERAGE SF:	47%
PARKING REQUIRED (3 SPACES PER BAY PLUS 1 PER EMPLOYEE.):	14
TOTAL PARKING PROVIDED:	14
HANDICAP PARKING PROVIDED:	1

TRACT DESIGNATION:	AVILLA SPRINGS LOT 2R1, BLOCK A
EXISTING ZONING:	SUP/C-2
PROPOSED ZONING:	SUP/C-2
TOTAL APPROXIMATE LAND SIZE:	37,777 SF/0.867 ACRES
DEVELOPER:	GUGGENHEIM DEVELOPMENT SERVICES, LLC 3000 INTERNET BLVD., SUITE 570 FRISCO, TX 75034 214-872-4000
ENGINEER/SURVEYOR:	SHIELD ENGINEERING GROUP, PLLC 1600 WEST 7TH ST, SUITE 400 FORT WORTH, TX 76102 817-810-0696

ISSUED FOR PERMIT

SHIELD ENGINEERING
TBPELS ENGINEERING #F-11039, SURVEYING #10193890

ARCHITECTURAL DESIGN GUILD
Architect

SHIELD ENGINEERING GROUP, PLLC
Civil Engineer

JOHNSTON BURKHOLDER ASSOCIATES
Structural Engineer

ARCHITECTURAL DESIGN GUILD
Plumbing Engineer

ARCHITECTURAL DESIGN GUILD
Mechanical Engineer

ARCHITECTURAL DESIGN GUILD
Electrical Engineer

JACE C. MOTHERAL
118787
LICENSED
PROFESSIONAL ENGINEER
2/23/2026

JIFFY LUBE

SWQ HWY 121 & MILRANY RD
MELISSA, TEXAS

SHIELD PROJECT #: 2024194.01
DATE: 2/23/2026
REVISIONS / SUBMISSIONS:

NO.	DATE	DESCRIPTION
1	12.10.2025	ADDENDUM A OWNER COMMENTS
2	01.21.2026	CIVIL CITY COMMENTS #1
3	02.04.2026	CIVIL CITY COMMENTS #2
4	02.23.2026	RETAINING WALL RFI
5		

SHEET:
SITE PLAN

SCALE: 1" = 20' PAGE: 8 OF 25

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2026\0223.JOSH_JOSEPH L.\2026\2024194.01 JIFFY LUBE, TX, MELISSA - SWQ HWY 121 & MILRANY RD\PRODUCTION DRAWINGS\2194SITE.DWG

Item 7.G

City of Melissa City Council Regular Meeting Staff Report

Date March 24, 2026

Subject Consider awarding the Bid for Telephone Road from Melissa Road to Sunset Canyon Drive and authorizing the City Manager to complete and execute the necessary documents. (NH)

Submitted by Nolan Harvey, City Engineer

Summary of Subject

On Tuesday, February 24, 2026 the City of Melissa received and opened bids for the Telephone Road from Melissa Road to Sunset Canyon Drive project. The bids received are as in the chart below. Eight bids were received, and the apparent low bidder based on price only was Quality Excavation, LLC and the apparent low bidder based on schedule only was XIT Paving & Construction Inc. TNP completed a review of the bids and have confirmed that both contractors have provided all the required information. In addition, TNP solicited feedback on their performance on previous projects. Based upon past issues the City of Melissa has had with Quality Excavation, LLC in 2014 and a poor performance review from a listed reference, the City of Melissa has elected to award the construction contract to the next low bidder and to the bidder with the fastest schedule, XIT Paving and Construction, Inc. LP.

Contractor	Base Bid Amount (As Read)	Base Bid Schedule (days)
Quality Excavation, LLC	**$3,608,732.91**	300
XIT Paving and Construction Inc.	$3,697,340.30	**180**
Tiseo Paving Company	$4,174,703.62	240
Pavecon Public Works, LP	$4,209,986.06	300
DDM Construction Corp.	$3,699,949.50	225
J&L Construction, LLC	$4,022,006.50	260
JR West Texas Concrete LLC	$3,890,550.52	300
McMahon Contraction, LP	$3,896,948.41	210

Staff Recommendation

Staff recommends awarding the bid to XIT Paving and Construction Inc.

Supporting Documents

1. Telephone Road Phase 1 Recommendation Of Award.docx

www.tnpinc.com

engineers
surveyors
landscape architects

TEXAS
FORT WORTH
DENTON
ALLEN
HEATH
KATY

GEORGIA
BLAIRSVILLE

March 13, 2026

Jason Little
City Manager
City of Melissa
3411 Barker Avenue
Melissa, Texas 75454

Re: Recommendation of Award
Telephone Road from Melissa Road to Sunset Canyon Drive

Dear Mr. Little,

On Tuesday, February 24, 2026, the City of Melissa opened bids for the referenced project. Eight bids were received, and the apparent low bidder based on price only was Quality Excavation, LLC and the apparent low bidder based on schedule only was XIT Paving & Construction Inc. I have completed my review of the bids and have confirmed that both contractors have provided all the required information. In addition, I have solicited feedback on their performance on previous projects.

Contractor	Base Bid Amount (As Read)	Base Bid Schedule (days)
Quality Excavation, LLC	**$3,608,732.91**	300
XIT Paving and Construction Inc.	$3,697,340.30	**180**
Tiseo Paving Company	$4,174,703.62	240
Pavecon Public Works, LP	$4,209,986.06	300
DDM Construction Corp.	$3,699,949.50	225
J&L Construction, LLC	$4,022,006.50	260
JR West Texas Concrete LLC	$3,890,550.52	300
McMahon Contracting, LP	$3,896,948.41	210

Based upon past issues the City of Melissa has had with Quality Excavation, LLC in 2014 and a poor performance review from a listed reference, the City of Melissa has elected to award the construction contract to the next low bidder and to the bidder with the fastest schedule, XIT Paving and Construction, Inc. LP.

Please don't hesitate to call me if you have any questions.

Sincerely,
tnp
teague nall & perkins

Jonathan Payne, P.E. CFM
Senior Project Manager

DRAFT

Item 7.I

City of Melissa City Council Regular Meeting Staff Report

Date March 24, 2026

Subject Consider authorizing the City Manager to execute a contract with Lake Area Sign Company for the Melissa Road South Water Tower painting project. (TS)

Submitted by Terrell Smith, Assistant City Manager

Summary of Subject

Elevated water storage tanks are used to store water for fire protection and potable drinking water. In 2025, the City entered into a contract with Maguire Iron for annual inspections, routine maintenance, and interior/exterior base coating of the 750MG water storage tank located on Melissa Road. As a part of this maintenance, Maguire will prep the water tower for painting of a mural by Lake Areas Sign Co., LLC.

The mural designed by Lake Areas Signs is reflective of the efforts of the City's Downtown Overlay District resident committee, and District 46 brand. Elements of the tower include the District 46 logo, train, post office, and cardinal reflecting the City's history and early beginnings.

Budget Impact

$165,000.00

Staff Recommendation

Authorize the City Manager or his designee to execute a contract with Lake Area Sign Company for the Melissa Rd. South tower painting project.

Supporting Documents

1. Melissa, TX District 46 Mural Proposal.pdf

Lake Area Sign Company, LLC
1375 North Beglis Pkwy.
Sulphur, LA 70663

Voice: 337-625-4179
Fax: 337-625-4177

QUOTATION

Quote Number: 11500
Quote Date: Feb 20, 2026
Page: 1

Quoted To:
City of Melissa, TX

Customer ID	Good Thru	Payment Terms	Sales Rep
Melissa, TX	3/22/26	C.O.D.	Ethan,McKinney

Quantity	Item	Description	Unit Price	Amount
1.00	Painted Logos	For Mural on Water Tower located at (33.2837400110942, -96.57301695781966) Design District 46 (Draft 5) Price includes all Design Fees, Access, Trip Charges, Copyright and Licensing Fees, Paint Supplies. Price assumes the tank will be finish coated in Acrolon 218 HS in color SW 6077 Everyday White (or comparable)	165,000.00	165,000.00
			Subtotal	165,000.00
			Sales Tax	
			TOTAL	**165,000.00**

Water Tower Artwork Proposal

Payment Structure, Licensing Terms & Payment Conditions

Artist: Ethan Mckinney
Project: Melissa, TX Water Tower Mural
Total Project Fee: 165,000.00

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1. Payment Structure

The Total Project Fee includes all design, artwork development, materials, equipment, and on-site painting services necessary to complete the project.

Payment shall be made according to the following schedule:

- **40% – Initial Payment (Mobilization Deposit)**
  Due upon contract approval and prior to scheduling, material procurement, or project mobilization.
- **40% – Mid-Project Payment**
  Due at project midpoint, defined as completion of surface preparation and commencement of primary artwork application.
- **20% – Final Payment**
  Due upon substantial completion of the project.

Final payment terms: **Net 15 days** from invoice date.

Work may be paused if scheduled payments are not received according to the terms above.

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2. Copyright & License

All artwork created for this project remains the intellectual property of the Artist.

Upon full payment of the Total Project Fee, the Town/Client is granted a **non-exclusive, perpetual license** to display the artwork on the specified water tower located at:

33.2837400110942, -96.57301695781966

This license includes the right to publicly display the artwork on that structure only.

The following rights are not included unless agreed to in writing:

- Reproduction of the artwork on additional water towers or structures
- Modification or alteration of the artwork
- Commercial reproduction (merchandise, branding, advertising beyond documentation of the tower)
- Transfer of the artwork design to third parties

Application of the artwork to additional structures will require a separate written agreement and additional licensing fee.

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3. Late Payment Protection

Invoices not paid within the stated terms shall accrue interest at a rate of **1.5% per month (18% annually)** or the maximum rate permitted by law, whichever is lower.

If payment becomes more than 15 days overdue:

- Work may be suspended until payment is brought current.
- Project timelines will be adjusted accordingly.
- The Client remains responsible for any additional costs incurred due to delay.

Ownership license becomes fully effective only upon receipt of final payment.

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4. Proposal Validity

This proposal and pricing are valid for **30 days** from the date issued.

Best Regards,

Ethan Mckinney