



**CITY OF MELISSA**  
**CITY COUNCIL WORK SESSION**  
**AND REGULAR MEETING**  
**AGENDA**

Tuesday, January 27, 2026  
Work Session - 5:15 p.m.  
Regular Meeting - 6:30 p.m.

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

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**WORK SESSION AGENDA**

- A. Call to Order**
- B. Roll Call**
- C. Public Comments**
- D. Discussion regarding any items on the Regular Agenda**
- E. Work Session Item(s)**
  - 1. Discussion regarding Elected Officials Social Media Policy (BS)
  - 2. Discussion regarding Roundabouts (NH)
  - 3. Discussion regarding proposed Melissa Athletic Center (JL)
  - 4. Discussion regarding Planning Session Agenda (JL)
- F. Discussion regarding any future agenda items**
- G. Adjourn**

**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in which event the item will be removed from the Consent Agenda and placed in the section titled Consideration of Items Withdrawn From the Consent Agenda.*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 January 6, 2026 City Council Special Work Session and the January 13, 2026 City Council Work Session and Regular Meeting. (HB)
- B. Consider the Rock Creek Retail Preliminary Engineering Site Plan, consisting of 10.621± acres of land, situated in the John Emberson Survey, Abstract No. 294, City of Melissa, Collin County, Texas and generally located at the intersection of U.S. Highway 75 and Fieldstone Drive, City of Melissa, Collin County, Texas. (TL)
- C. Consider the Melissa Retail Final Engineering Site Plan, consisting of 2.63± acres of land, situated in the John Fitzhugh Survey, Abstract No. 319, City of Melissa, Collin County, Texas and generally located at 2403 McKinney Street, City of Melissa, Collin County, Texas. (TL)
- D. Consider a Resolution for the purchase of Heavy Equipment. (TS)
- E. Consider authorizing the City Manager to enter into a Professional Services Agreement with WSB LLC to develop an Emergency Response Plan. (NH)
- F. Consider extending the depository services contract with SouthState Bank. (CF)
- G. Consider an Ordinance of the City Council of the City of Melissa, Texas, amending Melissa's Code of Ordinances, Ordinance 92-04, as amended, Chapter 7, Article 7.12. (ES)

## **6. CONSIDERATION OF ITEMS WITHDRAWN FROM THE CONSENT AGENDA**

## **7. REGULAR AGENDA**

- A. Consider authorizing the City Manager to negotiate and execute a contract for the completion of a city-wide pavement assessment. (TS)
- B. Consider a Donation Box Site Plan, generally located at 2721 Sam Rayburn Highway, City of Melissa, Collin County, Texas. (TL)
- C. Recess into Executive Session in compliance with Section 551.001 et seq. Texas Government Code, to wit:
  - I. 551.087 Deliberations regarding Economic Development Negotiations
    - 1. Jesse Stiff Survey, Abstract 792, Sheet 1, Tract 12
    - 2. Jesse Stiff Survey, Abstract 792, Sheet 1, Tract 21
    - 3. James Fisher Survey, Abstract 304, Sheet 2, Tract 15
- D. Reconvene into the Regular Meeting and Take Any Action as a Result of the Executive Session.

## **8. PUBLIC COMMENTS - NON-AGENDA ITEMS**

*This item is available for citizens to speak for up to 3 minutes on any subject of which the City of*

*Melissa has authority. However, no discussion or action, by law, may be taken on the topic unless and until properly posted on a future agenda*

## **9. COUNCIL DISCUSSION**

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

## **10. ADJOURN**

### **Certified**

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

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

Hope Baskin, City Secretary

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

Texas Government Code Section:

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

In accordance with House Bill 1522, the budget for 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:				Estimated City Tax Bill	Change from Prior Year
	Median Taxable Homestead Value		Tax Rate			
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](http://cityofmelissa.com) under the Financial Transparency Tab

**MINUTES  
CITY OF MELISSA CITY COUNCIL  
SPECIAL MEETING  
JANUARY 6, 2026  
5:00 PM**

**SPECIAL MEETING AGENDA**

**1. CALL TO ORDER AND ROLL CALL**

Mayor Northcut called the Special Work Session to order at 5:00 p.m.

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

**2. PUBLIC COMMENTS - AGENDA ITEMS**

There were no public comments.

**3. REGULAR AGENDA**

**A. Discussion regarding District 46 Committee Redesign Proposal**

Terrell Smith, Assistant City Manager, led a discussion regarding the District 46 Redesign Proposal. Council made suggestions on different aspects of design and signage.

Jason Little, City Manager, led a discussion regarding improvements to Zadow Park. The improvements presented to Council will also be discussed at the next 4B Board Meeting.

**B. Discussion regarding District 46 Roadway Improvements**

Nolan Harvey, City Engineer, led a discussion regarding roadway improvements around District 46.

**C. Discussion regarding CMU/TMU Ordinance**

Tyra LaVerne, Interim Director of Development Services, led a discussion regarding the recommended updates to the CMU/TMU ordinance.

Terrell Smith presented Council with a timeline to expect the next steps for items discussed in the Special Work Session.

**4. ADJOURN**

**Council Action:**

Motion was made by Rendell Hendrickson and seconded by Joseph Armstrong to Adjourn the Special Work Session at 6:20 p.m.

Vote: 6/0/0

ATTEST:

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Hope Baskin, City Secretary

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Jay Northcut, Mayor

**MINUTES**  
**CITY OF MELISSA CITY COUNCIL**  
**CITY COUNCIL WORK SESSION AND REGULAR MEETING**  
**JANUARY 13, 2026**  
**5:15 PM**

**WORK SESSION AGENDA**

**A. Call to Order**

Mayor Northcut called the Work Session to order at 5:15 p.m.

**B. Roll Call**

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

**C. Public Comments**

There were no public comments.

**D. Discussion regarding any items on the Regular Agenda**

Tyra LaVerne, Interim Director of Development Services, gave a summary of items 7A and 7B on the Regular Agenda regarding development. Item 7C on the Regular Agenda was withdrawn by the applicant.

Terrell Smith, Assistant City Manager, gave a summary of item 7D regarding the Facilities Master Planning Study.

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

**1. Citizen Survey Recap (JL)**

Jason Little, City Manager, gave a presentation highlighting resident feedback from the most recent Citizen Survey.

**2. Discussion regarding E-Scooters (ES)**

Erik Stokes, Chief of Police, gave a presentation regarding E-Scooters, E-Bikes, and other types of vehicles. Council requested an Ordinance be brought forward to update the Code of Ordinances.

**3. Discussion regarding Shiloh Church Extension (JL)**

Jason Little led a discussion regarding the Shiloh Church Extension. Council agreed to a final extension into April 2026.

**F. Discussion regarding any future agenda items**

Jason Little led a discussion regarding Boards and Commissions attendance and asked for Council feedback stating that a further discussion could be on a future agenda.

**G. Adjourn**

Council Action:

Motion was made by Joseph Armstrong and seconded by Sean Lehr to Adjourn the Work Session at 6:12 p.m.

Vote: 6/0/0

**REGULAR MEETING AGENDA**

**1. CALL TO ORDER AND ROLL CALL**

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

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Craig Ackerman gave the invocation.

**3. PROCLAMATIONS AND PRESENTATIONS**

**A. Recognition of the Downtown Overlay District Committee**

Item 3A was pushed to a future agenda.

**B. National Videographers' Day Proclamation**

Mayor Northcut presented a proclamation in honor of National Videographers' Day to Abel Perez, Multimedia Content Specialist, and Mark Fansler.

**4. PUBLIC COMMENTS - AGENDA ITEMS**

There were no public comments.

**5. CONSENT AGENDA**

**A. Consider the minutes from the December 9, 2025 City Council Work Session and Regular Meeting. (HB)**

**B. Consider the Legacy Ranch Plaza Lot 1 Final Engineering Site Plan, consisting of  $2.585\pm$  acres of land, situated in the John Fitzhugh Survey, Abstract No. 319, City of Melissa, Collin County, Texas and generally located at the northwest corner of McKinney Street and Legacy Ranch Drive, City of Melissa, Collin County, Texas. (TL)**

**C. Consider the Shops at Willow Grove Final Engineering Site Plan, consisting of  $1.559\pm$  acres of land, situated in the John Emberson Survey, Abstract No. 294, City of Melissa, Collin County, Texas and generally located approximately 241 feet east of the intersection of Central Expressway and Willow Grove Way, City of Melissa, Collin County, Texas. (TL)**

- D. Consider a Resolution setting a public hearing for the creation of a public improvement district and improvements within the City of Melissa for the Riverstone Estates residential development. (TS)
- E. Consider a Resolution expressing official intent to reimburse costs of park, street, and waterworks and sewer system projects. (JL)

Council Action:

Motion was made by Criag Ackerman and seconded by Joseph Armstrong to Approve the Consent Agenda.

Vote: 6/0/0

**6. CONSIDERATION OF ITEMS WITHDRAWN FROM THE CONSENT AGENDA**

No items were withdrawn from the Consent Agenda.

**7. REGULAR AGENDA**

- A. Conduct a public hearing and consider an ordinance amending Melissa's Zoning Ordinance, Ordinance No. 92-08, as amended, and granting a Specific Use Permit ("SUP") allowing for Automobile Repair, Minor land use 0.8446± acres of land, situated in the Andrew Thomas Survey Abstract No. 894, City of Melissa, Collin County, Texas and generally located at 1218 Sam Rayburn Highway, City of Melissa, Collin County, Texas. (TL)

Mayor Northcut opened the public hearing at 6:35 p.m.

Tyra LaVerne, Interim Director of Development Services, presented the item to Council stating that the applicant is requesting an Special Use Permit (SUP) to allow for a proposed minor auto repair facility, Brakes Plus LLC. The applicant is proposing to adhere to the City's Code regulations with one exception to the parking. Per the City Code, a minor auto repair use requires a parking ratio of three (3) spaces per service bay plus one (1) space per maximum number of employees per shift, which for this project results in a requirement of 29 parking spaces. The applicant has proposed 21 parking spaces. The applicant provided 2024 data from other corporate sites stating that they expect approximately 20 vehicles per day. Additionally, the service is not a drive-thru services, but a customer will park their vehicle, and staff will then move the vehicle into the bay.

The Planning and Zoning Commission recommended approval by a vote of 5/1/0. Per State Law, notices were sent to all property owners within 200-feet and Staff did not receive any comments related to the request.

Mathias Haubert, engineer on the project, gave an overview of the project.

Council Action:

Motion was made by Joseph Armstrong and seconded by Preston Taylor to close the public hearing at 6:39 p.m.

Vote: 6/0/0

Council Action:

Motion was made by Joseph Armstrong and seconded by Preston Taylor to Deny the ordinance amending Melissa's Zoning Ordinance.

Vote: 6/0/0

**B. Consider the Thomas Earl Commercial Final Engineering Site Plan, consisting of  $1.027\pm$  acres of land, situated in the D.E.W. Babb Survey, Abstract No. 33, City of Melissa, Collin County, Texas and generally located at the southeast corner of Milrany Lane and Thomas Earl Way, City of Melissa, Collin County, Texas. (TL)**

Preston Taylor recused himself from the Regular Meeting at 6:42 p.m.

Tyra LaVerne presented the item to Council stating that Staff has reviewed the Final Engineering Site Plan for compliance with the City's Code and applicable zoning. All staff comments have been addressed, and the plan meets Code and zoning requirements, except for the following requested variance:

City Code requires refuse enclosures to be located at least 100 feet from residential district boundaries. Due to site constraints, the proposed enclosure is approximately 50 feet from the boundary. The applicant requests a variance, with enhanced screening and landscaping proposed to mitigate potential impacts.

The Planning and Zoning Commission recommended denial by a vote of 6/1/0.

Council Action:

Motion was made by Craig Ackerman and seconded by Joseph Armstrong to Approve the Commercial Final Engineering Site Plan as noted.

Vote: 5/0/0

Preston Taylor rejoined the Regular Meeting at 6:46 p.m.

**C. Consider the PVB Melissa Commercial Phase 1 Final Engineering Site Plan, consisting of  $6.890\pm$  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)**

Item 7C was withdrawn by the applicant.

**D. Consider authorizing the City Manager to execute a contract with Parkhill for the completion of a Facilities Master Planning Study. (TS)**

Terrell Smith, Assistant City Manager, presented the item to Council stating that the goal of the Facilities Master Plan is to identify space needs of each department as staffing and equipment needs grow to keep pace with the growing service demands of the Community.

Michael Howard, representative with Parkhill, gave an overview of Parkhill's qualifications and experience as well as what is to be expected with the Master Plan. Mr. Howard stated that April is the window in which Staff can expect the study to be completed.

Council Action:

Motion was made by Dana Conklin and seconded by Sean Lehr to Authorize the City Manager to execute a contract with Parkhill for the completion of a Facilities Master Planning Study.

Vote: 6/0/0

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

- I. 551.087 Deliberations regarding Economic Development Negotiations**
  - a. Melissa Public Safety Addition, Blk A, Lot 2**
  - b. 4220 E. Melissa Road**
  - c. James Fisher Survey, Abstract 304, Sheet 2, Tract 15**

Council Action:

Motion was made by Joseph Armstrong and seconded by Sean Lehr to Recess into Executive Session at 6:53 p.m.

Vote: 6/0/0

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

**F. Reconvene into Regular Meeting and Take Any Action Necessary as a Result of the Executive Session**

Council Action:

Motion was made by Dana Conklin and seconded by Sean Lehr to Reconvene into Regular Meeting at 7:33 p.m.

Vote: 6/0/0

Council Action:

Motion was made by Craig Ackerman and seconded by Joseph Armstrong to Authorize the City Manager to execute necessary agreements with Chase Oaks.

Vote: 6/0/0

**8. PUBLIC COMMENTS - NON-AGENDA ITEMS**

There were no public comments.

**9. COUNCIL DISCUSSION**

There was no Council discussion.

**10. ADJOURN**

Council Action:

Motion was made by Dana Conklin and seconded by Preston Taylor to Adjourn the Regular Meeting at 7:33 p.m.

Vote: 6/0/0

ATTEST:

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Hope Baskin, City Secretary

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Jay Northcut, Mayor

## City of Melissa City Council Staff Report



**Date** January 27, 2026  
**Subject** Consider the Rock Creek Retail Preliminary Engineering Site Plan, consisting of 10.621± acres of land, situated in the John Emberson Survey, Abstract No. 294, City of Melissa, Collin County, Texas and generally located at the intersection of U.S. Highway 75 and Fieldstone Drive, City of Melissa, Collin County, Texas. (TL)

**Submitted by** Tyra LaVerne, Assistant Director of Development Services

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### **Action Requested**

Consider the Rock Creek Retail Preliminary Engineering Site Plan.

### **Summary of Subject**

City Staff has reviewed this Preliminary 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 Preliminary Engineering Site Plan complies with the Code and zoning on the tract.

Link to Preliminary Civil Plans -

[https://cityofmelissa-my.sharepoint.com/:b/r/personal/tlaverne\\_cityofmelissa\\_com/Documents/\\_Agendas/Jan%202026/Rock%20Creek%20PESP%20Civil%20Set.pdf?csf=1&web=1&e=zDcpVK](https://cityofmelissa-my.sharepoint.com/:b/r/personal/tlaverne_cityofmelissa_com/Documents/_Agendas/Jan%202026/Rock%20Creek%20PESP%20Civil%20Set.pdf?csf=1&web=1&e=zDcpVK)

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**

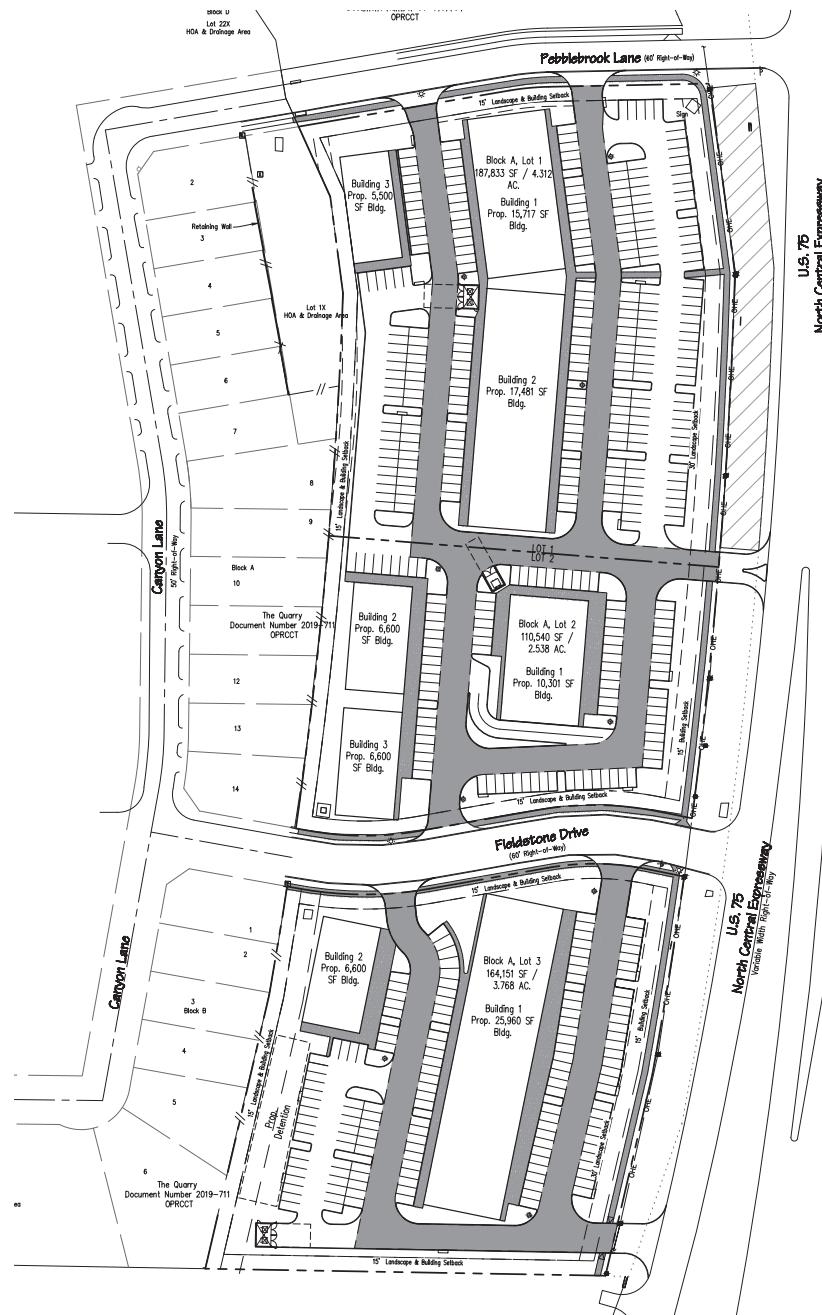
Staff recommends approval of this Preliminary Engineering Site Plan

### **Supporting Documents**

1. Location of Subject Tract (4).docx
2. Prelim SP for Rock Creek Retail.pdf

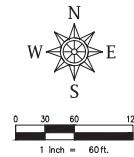
## Location of Subject Tract





The Proposed Preliminary Site Plan Requests the Following Variances:

- Parking Location per the CC/O District Site Design Code Subsection 18(0)(4)(d)(2)
- Driveway Requirement to Allow for 2nd Connection to Pebblebrook Lane per City Engineering Design Manual Table 2



SITE DATA	Block A, Lot 1	Block A, Lot 2	Block B, Lot 1	Total
Lot Area:	4.312 Ac. (187,833 SF)	2.538 Ac. (110,540 SF)	3.768 Ac. (164,151 SF)	10.621 Ac. (462,675 SF)
Building Footprint:	16,398 SF (Retail)/16,800 SF (Restaurant)/ 5,500 SF (Med. Office)	8,901 SF (Retail)/1,400 SF (Restaurant)/ 10,200 SF (Med. Office)	23,100 SF (Retail)/ 20,000 SF (Restaurant)/ 25,300 SF (Med. Office)	46,401 SF (Retail)/ 21,000 SF (Restaurant)/ 25,300 SF (Med. Office)
Parking Ratio:	1:250/ 1:100/ 1:300	1:250/ 1:100/ 1:300	1:250/ 1:100/ 1:300	1:250/ 1:100/ 1:300
Parking Required:	253 Sp.	94 Sp.	143 Sp.	490 Sp.
Parking Provided:	253 Sp.	94 Sp.	143 Sp.	490 Sp.

#### LEGEND

- FIRELANE, ACCESS, DRAINAGE, & UTILITY EASEMENT BY OTHERS
- PROPOSED FIRELANE, ACCESS, DRAINAGE & UTILITY EASEMENT
- PROPOSED SIDEWALK
- PROPOSED FIRE HYDRANT

#### PRELIMINARY SITE PLAN

**ROCK CREEK RETAIL**  
BLOCK A, LOTS 1-2; BLOCK B, LOT 1  
IN THE CITY OF MELISSA, COLLIN COUNTY, TEXAS  
JOHN EMBERSON SURVEY ABSTRACT NO. 294  
462,675 Sq. Ft./10.621 Acres

ENGINEER / SURVEYOR / APPLICANT  
Spiars Engineering, Inc.  
501 W President George Bush Hwy, Suite 200  
Richardson, TX 75080  
Telephone: (972) 422-0077  
TBPE No. F-2121  
Contact: Karla Smith

## City of Melissa City Council Staff Report



**Date** January 27, 2026  
**Subject** Consider the Melissa Retail Final Engineering Site Plan, consisting of 2.63± acres of land, situated in the John Fitzhugh Survey, Abstract No. 319, City of Melissa, Collin County, Texas and generally located at 2403 McKinney Street, City of Melissa, Collin County, Texas. (TL)

**Submitted by** Tyra LaVerne, Assistant Director of Development Services

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### **Action Requested**

Consider the Melissa Retail 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 Full Civil Plans -

[https://cityofmelissa-my.sharepoint.com/:b/r/personal/tlaverne\\_cityofmelissa\\_com/Documents/\\_Agendas/Jan%202026/2403%20McKinney%20FESP%20Civil%20set.pdf?csf=1&web=1&e=0bBlx9](https://cityofmelissa-my.sharepoint.com/:b/r/personal/tlaverne_cityofmelissa_com/Documents/_Agendas/Jan%202026/2403%20McKinney%20FESP%20Civil%20set.pdf?csf=1&web=1&e=0bBlx9)

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.

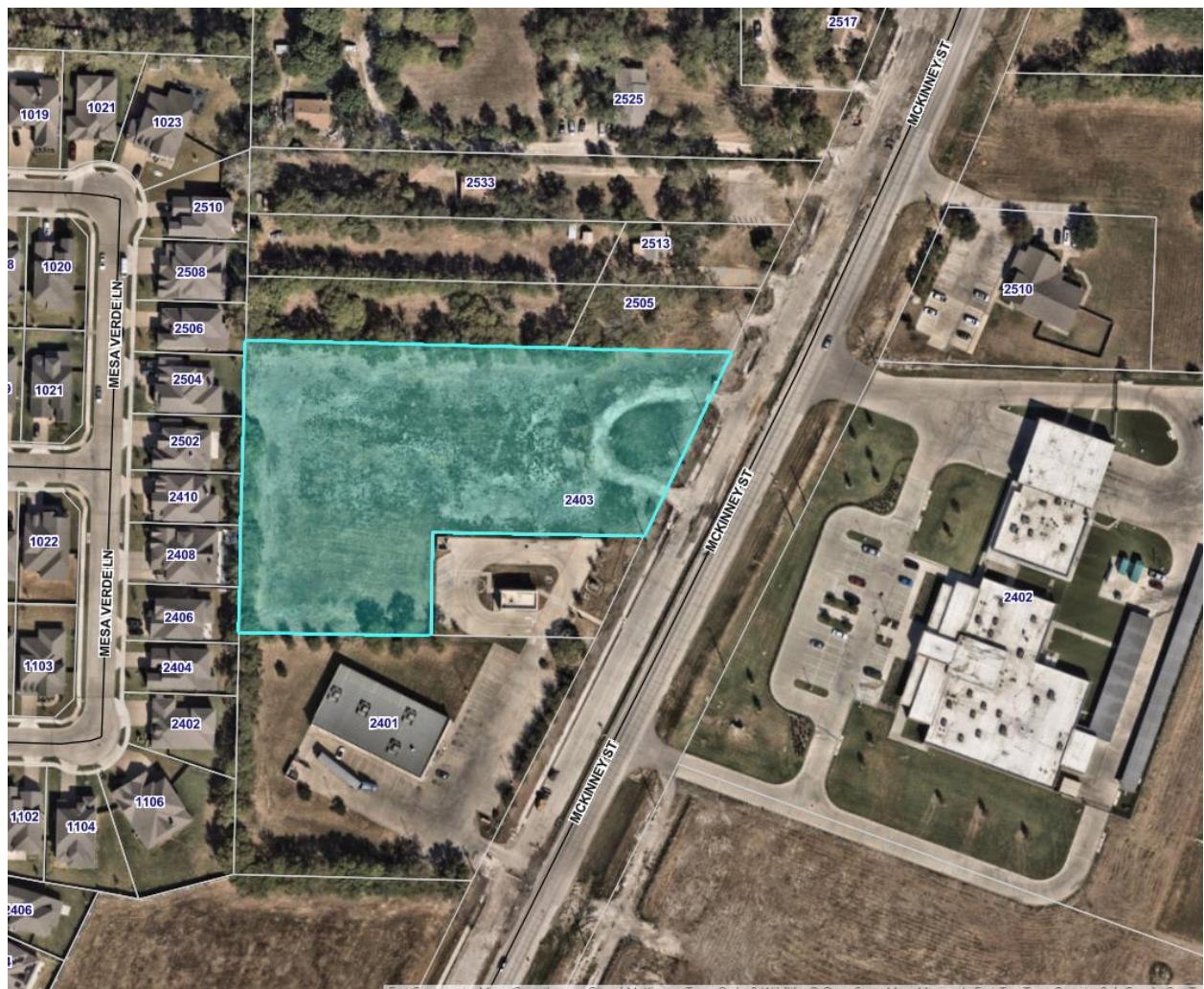
### **Staff Recommendation**

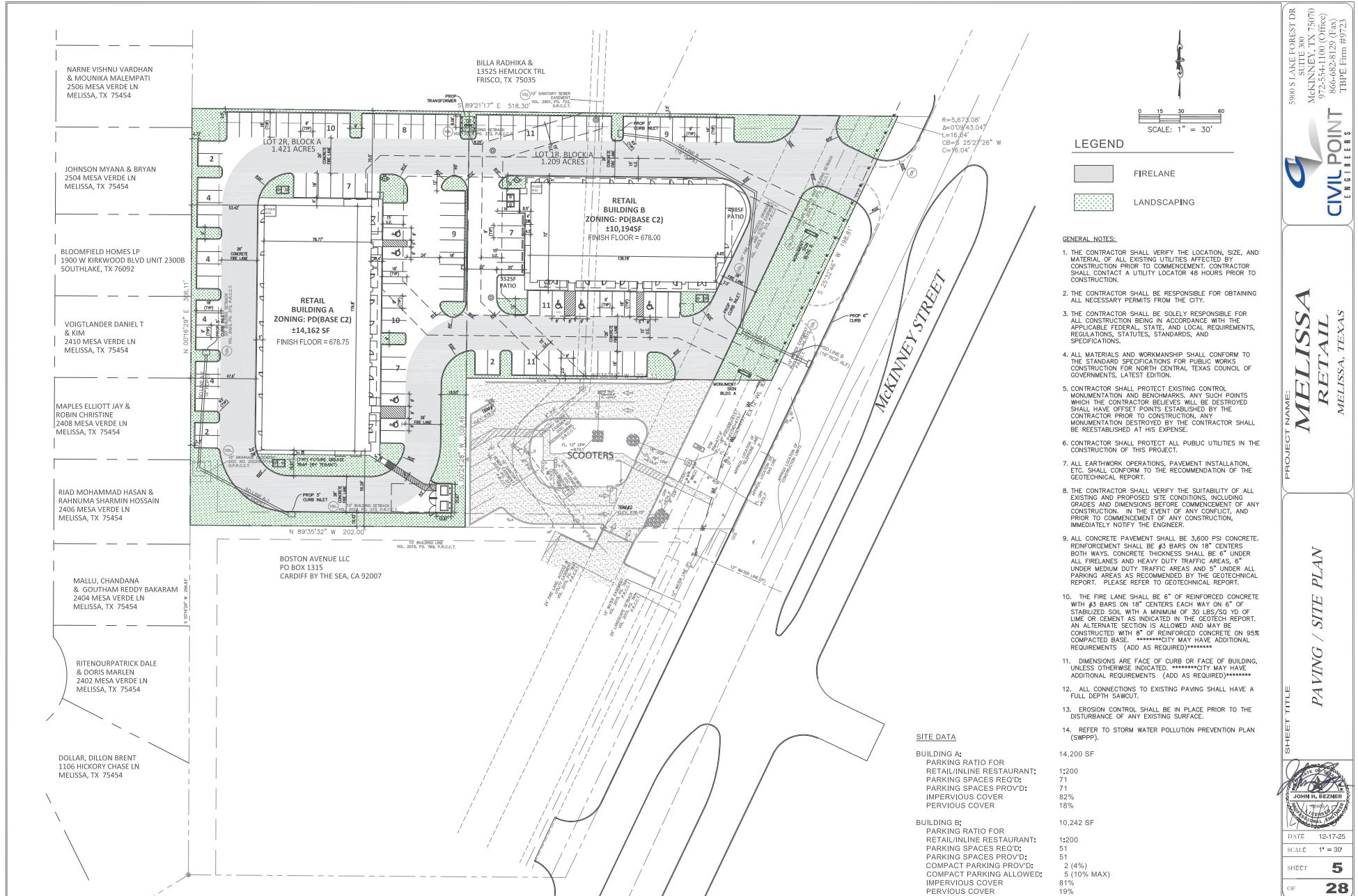
Staff recommends approval of this Final Engineering Site Plan.

### **Supporting Documents**

1. Location of Subject Tract.docx
2. 2403 McKinney Site Plan.pdf

## Location of Subject Tract





## City of Melissa City Council Staff Report



**Date** January 27, 2026  
**Subject** Consider a Resolution for the purchase of Heavy Equipment.  
(TS)  
**Submitted by** Terrell Smith, Assistant City Manager

### Summary of Subject

The Public Works Department is responsible for the maintenance of the City's utility and roadway infrastructure. As the City's infrastructure ages, the need for additional heavy machinery is necessary to keep up with the demand of services and repair. This new equipment will greatly improve our ability to plan routine and proactive maintenance, while also allowing us to respond effectively to emergency repairs. The new equipment to be purchased is as follows:

Caterpillar 420	\$132,154.00
Backhoe	
CCTV Camera	\$252,433.90
F750 Dump Truck	\$146,432.86
F350 Dump Truck	\$98,079.31
	\$629,100.07

The requested purchase of the Caterpillar 420 backhoe and F350 are direct replacements of current vehicles, and the CCTV Camera Van and F750 dump truck are new additions to the Public Works fleet.

Funding was allocated for the purchase of Public Works vehicles and heavy equipment in the FY2026 budget. If approved, it is expected that the equipment will be ready for use in Fall 2026.

### Budget Impact

\$629,100.07

### Staff Recommendation

Staff recommends approval of the Resolution.

### Supporting Documents

1. Financing Comparison Data - 25-26 Public Works large equipment.pdf
2. Melissa, City of Financing Proposal 011226 (LP).pdf
3. Public Works Vehicles, 2026 - Resolution.doc

**City of Melissa  
Quote Comparison  
January 27, 2026**

**Public Works - Caterpillar Backhoe, CCTV Camera System on Ford Transit Cargo Van, F350 Dump Truck, and F750 Dump Truck**

Financing for 5 years

Total \$629,100.07

Financing Vendor	Interest plus fees	Annual payments	Total P&I
Government Capital Corporation**	5.427%	\$ 139,457.27	\$ 697,286.35
SouthState Bank	5.500%	\$ 144,120.33	\$ 720,601.65
Caterpillar/Ford/or Enterprise programs		\$ 86,133.52	\$ 430,667.60

*\*\* Staff Recommendation*



January 12, 2026

Mrs. Gail Dansby  
City of Melissa  
972-838-2031  
gdansby@cityofmelissa.com

Dear Mrs. Dansby,

Thank you for the opportunity to present proposed financing for City of Melissa. I am submitting for your review the following proposed structure:

ISSUER:	City of Melissa, TX		
FINANCING STRUCTURE:	Tax Exempt Lease Purchase		
EQUIPMENT COST:	\$ 629,100.07		
TERM:	5 Payments	6 Payments	7 Payments
INTEREST RATE:	5.427%	5.468%	5.495%
PAYMENT AMOUNT:	\$ 139,457.27	\$ 119,282.52	\$ 104,914.33
PAYMENTS BEGINNING:	At signing, annually thereafter		

**Financing for these projects would be simple, fast and easy due to the fact that:**

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above proposal is subject to audit analysis, assumes non-bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

***Stephanie Cates***  
Stephanie Cates  
SVP Client Services  
Main: 817-421-5400

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation. The terms of the proposed financing are being provided solely in response to your specific inquiry and for your professional consideration.

## RESOLUTION

### A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING A ***"Camera System, Dump Trucks and a Backhoe".***

WHEREAS, City of Melissa (the "Issuer") desires to enter into that certain Finance Contract by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing a "Camera System, Dump Trucks and a Backhoe".

WHEREAS, the City desires to designate this Finance Contract as a "qualified tax-exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

WHEREAS, the City desires to designate Jason Little, City Manager, as an authorized signer of the Finance Contract.

NOW THEREFORE, BE IT RESOLVED BY CITY OF MELISSA:

Section 1. That the Issuer will enter into a Finance Contract with Government Capital Corporation for the purpose of financing a "Camera System, Dump Trucks and a Backhoe".

Section 2. That the Finance Contract by and between the City of Melissa and Government Capital Corporation is designated by the Issuer as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer appoints the City Manager, or designee, as the authorized signer of the Finance Contract by and between the City of Melissa and Government Capital Corporation as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

Section 4. The Issuer will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED upon Motion made by Board Member \_\_\_\_\_, seconded by Board Member \_\_\_\_\_ by a vote of \_\_\_\_\_ Ayes to \_\_\_\_\_ Nays and is effective this \_\_\_\_\_, 2025.

**Issuer:** City of Melissa

Witness Signature

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Jay Northcut, Mayor

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Hope Baskin, City Secretary

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS, HEREBY 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 IN THE AMOUNT NOT TO EXCEED \$629,100.07 TO BE FINANCED THROUGH GOVERNMENT CAPITAL CORPORATION FOR FIVE (5) YEARS.**

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

**SECTION 1:** 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 in the amount not to exceed \$629,100.07 to be financed through Government Capital Corporation for five (5) years.

**SECTION 2:** This Resolution shall take effect immediately upon its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

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Jay Northcut, Mayor

**ATTEST TO:**

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Hope Baskin, City Secretary

## City of Melissa City Council Staff Report



**Date** January 27, 2026  
**Subject** Consider authorizing the City Manager to enter into a Professional Services Agreement with WSB LLC to develop an Emergency Response Plan. (NH)  
**Submitted by** Nolan Harvey, City Engineer

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### Summary of Subject

The EPA is requiring all water systems that serve more than 3,300 people to submit and certify completion of a Risk & Resilience Analysis (RRA) and Emergency Response Plan (ERP) in 2026. The RRA is due by June 30, 2026, and the ERP is due by December 31, 2026.

The purpose of these documents, as their names suggest, are meant to identify potential risks for water providers and identify response plans to mitigate those risks. WSB's Emergency Management group will be working with city staff to outline response plans and incorporate those into the final documents ahead of the submission deadlines.

### Supporting Documents

1. Exhibit A.docx

## Exhibit A

### I. Scope of Services

PRODUCE EPA COMPLIANT ERP FOR THE CITY OF MELISSA COMMUNITY WATER SYSTEM

1. WSB RESPONSIBILITIES
  - A. Review Current Risk and Resilience Assessment and Recommend Updates for 2026 Submission
  - B. Identify and Review Texas Regulatory Requirements to Ensure Compliance with SDWA Section 1433
  - C. Review Available Local Plans for Crosswalk/Integration Opportunities
  - D. Facilitate stakeholder meeting(s) with identified stakeholders to identify planning, capability and resource gaps
  - E. Review System Vulnerabilities, Identify Resilience Improvements
  - F. Review and Help City Identify Roles and Responsibilities and Incident Command Roles
  - G. Prepare Public Notification Templates
  - H. Identify Response Procedures
  - I. Review Current Mitigation Actions for 2026 relevance/update as necessary
  - J. Work with the City to Identify New Mitigation Actions
  - K. Identify Detection Strategies
  - L. Prepare and submit to the City, the final, EPA compliant, ERP for Submission
2. CITY OF MELISSA RESPONSIBILITIES  
The City agrees to provide, at no cost to WSB, the following:
  - A. Records, reports, studies, plans, drawings and other data available in the files of the City that may be useful in the preparation of the ERP
  - B. Designated person(s) to act as its representative in respect to the update and preparation of the RRA and ERP, and such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements, and systems
  - C. Assistance identifying and providing contact information for stakeholders as necessary for planning efforts.
  - D. Meeting space or locations to conduct stakeholder or other necessary meetings
  - E. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by WSB and render in writing decisions pertaining thereto within a reasonable time so as to not delay the services of WSB.
  - F. Submit final ERP for certification before the deadline

### II. Compensation

Compensation for the scope of services will be rendered on an lump sum/percent complete basis, not to exceed the amount of \$73,428.00 as detailed below.

Assist with RAA Review & Updates .....	\$19,428.00
Prepare ERP for Community Water System .....	\$52,000.00
Expenses	
Mileage/Lodging/Per Diem .....	\$2,000.00

**TOTAL.....\$73,428.00**

WSB may alter the distribution of compensation between individual line items noted herein to be consistent with services actually rendered, but shall not exceed the total amount of compensation.

### III. Assumptions

1. The proposed SOW & Compensation assumes that the City's 20021 RRA is adequate for re-submission, only needing minor updates to bring it current for 2026.

## City of Melissa City Council Staff Report



**Date** January 27, 2026  
**Subject** Consider extending the depository services contract with SouthState Bank. (CF)  
**Submitted by** Cheryl Fields, Finance Director

### Summary of Subject

The City entered into a 2 year contract for depository services with Independent Financial effective April 1, 2024 through March 31, 2026. Effective January 1, 2025 Independent Financial merged with SouthState Bank and now operates under the SouthState Bank name. We have transitioned all accounts and have maintained a working relationship with the Regional President. The current depository services contract allows for 3 extensions of 1 year each. This extension exercises the 1st of these 3 options and would be effective from April 1, 2026 until March 31, 2027.

### Comprehensive Plan Comments

Staff recommends extending the agreement with SouthState Bank.

### Supporting Documents

1. Melissa - Independent Financial - Depository Services Agreement 04-01-2024 executed.pdf
2. Melissa - SouthState Bank- Depository Services Agreement Extension 2026 03 01

## DEPOSITORY SERVICES CONTRACT

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**THIS DEPOSITORY SERVICES CONTRACT**, hereinafter called the "Contract", is made and entered into on the date last herein written by and between the City of Melissa, Texas, hereinafter called the "City", and Independent Financial, a banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the "Bank", and provides as follows:

1. **Designation of Depository**. The City, through action of the City Council, on November 28, 2023, hereby designates the Bank as a primary depository bank for the period beginning April 1, 2024, and continuing through March 31, 2026, with the option for three (3) one-year extensions under the same terms and conditions.

2. **General**. All services rendered to the City by the Bank under this Contract shall be performed in accordance with commercially reasonable standards for public fund organizations and under the overall direction and instructions of the City pursuant to the Bank's standard operations, policies, and procedures.

3. **Scope of Services**. The Bank agrees to provide those services as described in the City's Request for Application for Depository Bank Services released on August 29, 2023, hereinafter referred to as the "RFA". The RFA and the Bank's response to the RFA, hereinafter referred to as the "Application", are incorporated herein by reference. The Bank acknowledges that all services performed by the Bank are subject to the approval of the City. The Bank agrees to provide additional services as requested from time to time by the City and mutually agreed upon by the Bank.

4. **City Representatives**. During the term of this Contract, the City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of City in any and all matters of every kind arising under this Contract and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of the City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

5. **Custodian**. The City and the Bank, by execution of this Contract, hereby designate Independent Bankers Bank (TIB) as custodian, hereinafter called the "Custodian", to hold in trust, according to the terms and conditions of this Contract, the collateral described and pledged by the Bank in accordance with the provisions of this Contract.

6. **Custodial Fees**. Any and all fees associated with the Custodian's holding of collateral for the benefit of the City shall be paid by the Bank, and the City will have no liability therefore.

7. **Entire Agreement**. The entire agreement between Bank and City shall consist of this Contract, the City's RFA (except to the extent Bank took specific exceptions in the Bank's Application), the Bank's Application, the Custodial Agreement with Custodian, and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the "Banking Agreements"), each incorporated by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Contract supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Contract may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

**8. Collateralization.** All funds on deposit with the Bank to the credit of the City shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), the City's Investment Policy, and the Bank's Application. The City agrees to promptly provide to the Bank any changes to its Investment Policy. The Depositor agrees that it shall only direct the Bank in writing to make investments authorized pursuant to the foregoing.

If marketable securities are pledged by the Bank as collateral, the total market value of the securities securing such deposits shall be in an amount at least equal to the minimum required amount as per the City's Investment Policy. The market value of any pledged securities (collateral) must be obtained from non-Bank-affiliated sources. The Bank shall monitor and maintain the required collateral margins and levels at all times.

The Bank has heretofore, or will immediately hereafter, deliver to the Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of the City deposited with the Bank. The Custodian shall accept said collateral and hold the same in trust for the purposes herein stated. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by the Custodian in trust so long as deposits of the City remain with the Bank. The Bank hereby grants a security interest in such collateral to City.

If at any time the collateral in the hands of Custodian shall have a market value in excess of the required balances, the City may authorize the withdrawal of a specified amount of collateral, and the Custodian shall deliver this amount of collateral (and no more) to the Bank.

If the Bank shall desire to sell or otherwise dispose of any one or more of said securities so deposited with the Custodian, the Bank may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by the Bank as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder. If at any time, the aggregate market value of such collateral so deposited with the Custodian be less than the total sum of the City's funds on deposit with the Bank, the Bank shall immediately deposit with the Custodian such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of required collateral. The Bank shall be entitled to income on securities held by the Custodian, and the Custodian may dispose of such income as directed by the Bank without approval of the City.

If surety bonds or letters of credit are utilized, the City shall agree as to the issuer and form of contract prior to pledge. The amount of surety bonds or letters of credit will be at least equal to the minimum required amount as per the City's Investment Policy.

**9. Pledge Receipts.** The Custodian shall promptly forward to the City copies of pledge receipts covering all such collateral held for the City, including substitute collateral as provided for herein.

**10. Default.** Should the Bank fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposits and the interest on such deposits or in any manner breach the Banking Agreements with the City, the City shall give written notice of such failure or breach to the Bank, and the Bank shall have one (1) business day to cure such failure or breach. In the event the Bank shall fail to cure any such failure or breach within one (1) business day or should the Bank be declared insolvent by a Federal banking regulatory agency, it shall be the duty of the Custodian, upon demand of the City, to surrender the above-described collateral to the City, or it shall be the duty of the surety bond or letter of credit provider to perform under the terms of their respective contract.

The City may sell any part of such collateral, or receive all or any part of a surety bond or letter of credit settlement, and out of the proceeds thereof, pay the City all damages and losses sustained by it, together with all reasonable and documented expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, and account to the Bank for the remainder, if any, of said proceeds or collateral remaining unsold.

**11. Sale of Seized Collateral.** Any sale of such seized collateral, or any part thereof, made by the City hereunder may be either at public or private sale, provided however, it shall give both the Custodian and the Bank two (2) hours' prior written notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. The City and the Bank shall have the right to bid at such sale.

**12. Release of Collateral.** When the relationship of the City and the Bank shall have ceased and when the Bank shall have properly paid out all deposits of the City, it shall be the duty of the City to give the Custodian notice to that effect; whereupon the Custodian shall, with the approval of the City, redeliver to the Bank all collateral then in its possession belonging to Bank. An order in writing to the Custodian by the City and a receipt for such collateral by the Bank shall be a full and final release of the Custodian of all duties and obligations undertaken by it by virtue of these presents.

**13. Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

**14. Compensation.** The City and the Bank agree that any compensation for the performance of all duties and services and interest rate or earnings credit paid on all deposits is set forth in the Application accepted by the City. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

**15. Consideration.** The Banking Agreements, are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

**16. Counterparts.** This Contract and other agreements shall be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic or other signature shall also be deemed to constitute an original if properly executed.

**17. Authority to Execute.** The individuals executing this Contract and other agreements 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 Contract and other agreements 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 Contract and other agreements in order for the same to be an authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

**18. Governing Law and Venue.** This Contract shall be governed by the laws of the State of Texas. Collin County shall be the venue for any lawsuit arising out of this Contract.

**19. Certification Regarding Boycotting of Israel.** Texas Government Code, Title 10, Subtitle F, Chapter 2271.002 - Provision Required in Contract. (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
- (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) Does not boycott Israel; and
- (2) Will not boycott Israel during the term of the contract.

**20. Certification Regarding Boycotting of Certain Energy Companies.** Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract. (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
- (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) Except as provided in Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) Does not boycott energy companies; and
- (2) Will not boycott energy companies during the term of the contract.

(c) Subsection (b) does not apply to a governmental entity that determines the requirement of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

**21. Certification Regarding Boycotting of Firearms Entity or Firearms Trade Association.** Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract. (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with at least 10 full-time employees; and
- (2) Has a value of at least \$100,000 that is paid wholly or partly from public funds of the government entity.

(b) Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it:

- (1) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(c) Subsection (b) does not apply to a governmental entity that:

- (1) Contracts with a sole-source provider; or
- (2) Does not receive any bids from a company that is able to provide the written verification required by that subsection.

22. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Contract shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

**City:** **Melissa, Texas**

Attn:  
3411 Barker Avenue  
Melissa, Texas 75454

**Bank:** **Independent Financial**

Attn:  
1427 West White Street  
Anna, TX 75409

Changes to notice information may be made by either party with written notification to the other party.

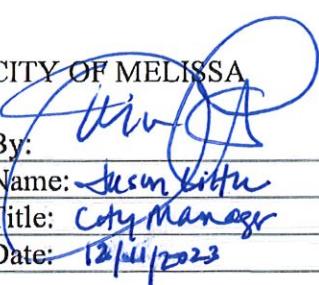
23. **Severability.** If any provision of this Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Contract not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

24. **Binding Commitment.** The Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Government Code and Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.

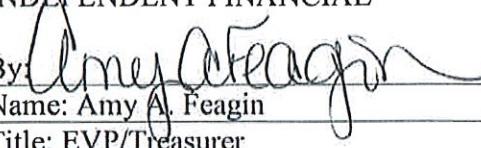
25. **Continuation.** Unless this contract is terminated sooner, the Bank's designation as the primary City Depository will remain continuously in effect through March 31, 2026, subject to execution of the extension options.

Executed by the undersigned duly authorized officers of the parties hereto:

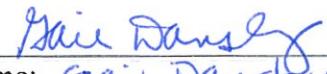
CITY OF MELISSA

By:   
Name: Jason Bittner  
Title: City Manager  
Date: 12/11/2023

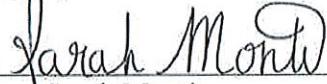
INDEPENDENT FINANCIAL

By:   
Name: Amy A. Feagin  
Title: EVP/Treasurer  
Date: November 30, 2023

ATTEST:

By:   
Name: Gail Dansby  
Title: Finance Director

ATTEST

By:   
Name: Sarah Monti  
Title: Senior Financial Analyst



Jan 27, 2026

Amy A. Feagin  
SouthState Bank  
Executive Vice President, Treasurer  
7777 Henneman Way  
McKinney, Texas 75070

RE: City of Melissa, TX- Depository Bank Services Contract Extension

Dear Amy,

The expiration of our Depository Bank Services Agreement is March 31, 2026. The City of Melissa is opting to exercise the first of three, one-year contract extension options provided for in the agreement to extend the term through March 31, 2027, under the same terms and conditions. To confirm the Bank's acceptance of this contract extension, please complete the section below and return a copy of this letter to me.

We have appreciated our business relationship with you and the Bank over the term of the current depository contract and look forward to the extended term.

Should you have any questions or need additional information or explanation, please contact Cheryl Fields, Finance Director at [cfields@cityofmelissa.com](mailto:cfields@cityofmelissa.com) or Gail Dansby, Executive Director of Administrative Services at [gdansby@cityofmelissa.com](mailto:gdansby@cityofmelissa.com).

Sincerely,

Jason Little  
City Manager  
City of Melissa, Texas

**SOUTHSTATE BANK**

**ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

## City of Melissa City Council Staff Report



**Date** January 27, 2026  
**Subject** Consider an Ordinance of the City Council of the City of Melissa, Texas, amending Melissa's Code of Ordinances, Ordinance 92-04, as amended, Chapter 7, Article 7.12. (ES)  
**Submitted by** Erik Stokes, Chief of Police

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### Summary of Subject

The proposed ordinance amendment updates and clarifies the City's existing residential location restrictions applicable to certain individuals required to register with the Texas Department of Public Safety. The current ordinance was adopted in 2006 and, while effective, would benefit from modernization to ensure clarity, consistency with state law, and defensibility as the City continues to grow and annex additional property.

Key goals of the amendment include refining definitions, improving consistency with state registration requirements, clarifying geographic applicability as the City expands, and ensuring the ordinance remains enforceable, reasonable, and legally defensible.

### Budget Impact

There is no fiscal impact associated with adoption of this ordinance. Enforcement and compliance will be managed within existing Police Department and City Resources.

### Staff Recommendation

Staff recommends approval of the Ordinance.

### Supporting Documents

1. Ordinance Amending Code of Ordinance, Art. 7.1200 (Regulation of Sex Offender Residency) (5044232.2)

**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 7 (OFFENSES AND NUISANCES), ARTICLE 7.1200 (REGULATION OF SEX OFFENDER RESIDENCY); MODIFYING CERTAIN REGULATIONS REGARDING SEX OFFENDER RESIDENCY IN THE CITY OF MELISSA; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF \$500, REPEALING/SAVINGS 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 it is necessary to amend the Code of Ordinances, Ordinance No. 92-04, as amended ("Code of Ordinances"), of the City of Melissa, Texas ("Melissa"), to modify Chapter 7 (Offenses and Nuisances), Article 7.1200 (Regulation of Sex Offender Residency) to modify certain regulations regarding sex offender residency in the City of Melissa, as set forth below; and

WHEREAS, the City Council finds that sex offenders who prey on children are a serious threat to public safety; and

WHEREAS, the City Council finds that the recidivism rate for released sex offenders is alarmingly high, especially for those who commit crimes against children; and

WHEREAS, a 2003 study by the U.S. Department of Justice, Bureau of Justice Statistics, titled *Recidivism of Sex Offenders Released from Prison in 1994*, found that child molesters who were released from prison were at least six times more likely to be rearrested for another sex crime against a child as compared to a non-sex offender released from prison; and

WHEREAS, Melissa is a home-rule municipality with the full power of local self-government pursuant to Section 51.072(a) of the Texas Local Government Code and may enact ordinances for the good government, peace or order of the City and to protect the health, safety and welfare of its citizens; and

WHEREAS, the U.S. Court of Appeals for the Fifth Circuit has upheld the constitutionality of an ordinance restricting sex offenders from residing within 1,500 feet of premises where children commonly gather enacted by another home-rule municipality in Texas; and

WHEREAS, the City Council finds that amending existing regulations on sex offender residency will provide better protection for children gathering in Melissa; and

WHEREAS, the City Council finds that persons convicted of offenses that involve a reportable conviction or adjudication involving a minor are a greater risk to the safety of children who gather near areas where such offenders reside; and

WHEREAS, the City Council finds that establishing regulations that restrict certain sex offenders from residing in areas that are at or near where there is a high concentration of children will provide better protection for children in the City by minimizing immediate access and proximity to children who are at and going to and from premises where children commonly gather; and

WHEREAS, Melissa has complied with all notices and other procedures as required by law; and

WHEREAS, the City Council finds that it amend the Code of Ordinances as set forth below is necessary to protect the health, safety and welfare of Melissa's citizens.

**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 Code of Ordinances, Chapter 7 (Offenses and Nuisances), Article 7.1200 (Regulation of Sex Offender Residency).** The Code of Ordinances, Chapter 7 (Offenses and Nuisances), Article 7.1200 (Regulation of Sex Offender Residency), is hereby amended as follows<sup>1</sup>:

**“ARTICLE 7.1200 – REGULATION OF SEX OFFENDER RESIDENCY**

**§ 7.1201 - Definitions**

For purposes of this article, the following terms, words, and the derivations thereof shall have the meanings given below:

*Minor:* A minor is a person younger than seventeen (17) years of age.

*Permanent Residence:* A place where a person abides, lodges or resides for fourteen (14) or more consecutive days.

*Premises where children commonly gather:* A “child safety zone” as that term is defined in Section 341.906 of the Texas Local Government Code.

*Register or registry:* The Texas Public Sex Offender Registry maintained by the Texas Department of Public Safety pursuant to Chapter 62 of the Texas Code of Criminal Procedure.

*Reportable conviction or adjudication* has the meaning assigned in Chapter 62 of the Texas Code of Criminal Procedure.

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<sup>1</sup> Deletions are evidenced by ~~strike through~~; additions are underlined.

*Sex Offender/Person:* A person who is required to register on the Registry because of a reportable conviction or adjudication involving a minor

*Temporary Residence:* A place where a person abides, lodges or resides for a period of fourteen (14) or more days in the aggregate during any calendar year and which is not the person's permanent address or a place where a person routinely abides, resides or lodges for a period of four (4) or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

## § 7.1202 – Offenses

- (a) *Sex Offender Residency Regulations.* It is unlawful for a sex offender to establish a permanent residence or temporary residence within one thousand five hundred feet (1,500') of any premise where children commonly gather.
- (b) Reserved.
- (c) *Evidentiary matters; measurements.*
  - (1) It shall be *prima facie* evidence that this article applies to a person if that person's record appears on the Registry and the Registry indicates that the victim was less than seventeen (17) years of age.
  - (2) For the purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent or temporary residence to the nearest property line of the premises where children commonly gather, or in the case of multiple residences on one property, measuring from the nearest property line of the premises to the nearest property line of the premises where children commonly gather.
- (d) *Culpable mental state not required.* Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this Ordinance.
- (e) *Affirmative defenses.* It is an affirmative defense to prosecution that any of the following conditions apply:
  - (1) The person required to register on the Registry established the permanent or temporary residence on or before August 11, 2006, and has complied with all of the sex offender registration laws of the State of Texas, as they exist or may be amended; provided, however,

such person shall be required to continuously maintain compliance with all of the sex offender registration laws of the State of Texas, as they exist or may be amended, from and after August 11, 2006.

- (2) The person required to register on the Registry was a minor when he or she committed the offense requiring such registration and was not convicted as an adult.
- (3) The person required to register on the Registry is a minor.
- (4) The premises where children commonly gather within one thousand five hundred (1,500') feet of the permanent or temporary residence of the person required to register on the Registry was opened or began operating after the person established the permanent or temporary residence and complied with all sex offender registration laws of the State of Texas, as they exist or may be amended. Such person shall be required to continuously maintain compliance with all of the sex offender registration laws of the State of Texas, as they exist or may be amended.
- (5) The information on the Registry is incorrect, and, if corrected, this article would not apply to the person who was erroneously listed on the Registry.
- (6) The person was at the time of the violation subject to community supervision pursuant to Article 42A.453 of the Texas Code of Criminal Procedure and the court reduced or waived the restriction for a child safety zone under Article 42A.453 of the Texas Code of Criminal Procedure as it applies to the person's residence.
- (7) The person required to register on the Registry established the permanent or temporary residence before the date of the offense for a reportable conviction or adjudication and has complied with all of the sex offender registration laws of the State of Texas, as they exist or may be amended, from and after the date of conviction or adjudication.
- (8) The person required to register on the Registry established the permanent or temporary residence before the effective date of the ordinance from which this subsection (8) is derived at a location between one thousand one (1,001') feet and one thousand five hundred (1,500') feet from the premises where children commonly gather and has complied with all of the sex offender registration laws of the State of Texas, as they exist or may be amended, from and after such date.

### **§ 7.1203 – Reserved**

”

**SECTION 3: Penalty.** Any person, firm, corporation or business entity violating this Ordinance or the Code of Ordinances shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding five hundred dollars (\$500.00) or the highest amount allowed under applicable law. A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. Allegation and evidence of a culpable mental state is not required for proof of any offense defined in this Ordinance. 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 4: Savings/Repealing.** The Code of Ordinances 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: Effective Date.** This Ordinance shall be effective immediately upon its passage and publication as required by the City Charter and by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS, on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

---

Jay Northcut, Mayor

**ATTESTED TO:**

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Hope Baskin, City Secretary

Dates of Publication: \_\_\_\_\_

## City of Melissa City Council Staff Report



**Date** January 27, 2026  
**Subject** Consider authorizing the City Manager to negotiate and execute a contract for the completion of a city-wide pavement assessment. (TS)  
**Submitted by** Terrell Smith, Assistant City Manager

### Summary of Subject

The City of Melissa's Public Works Department is currently in the process of establishing its Streets Division and Pavement Maintenance and Management Program (PMMP). This program will be used to identify and complete maintenance, rehabilitation, and reconstruction of the roadways within the City. A key component of the PMMP is conducting a city-wide pavement assessment. This assessment produces a score or rating for every road section in the City and allows staff to identify roadways in need of repair, rehabilitation, or reconstruction. The City's goal will be to complete this assessment every 5 years. This assessment will be the initial assessment for the City.

The vendor will drive all City lanes and collect data using an automated sensor-based system to collect continuous road surface data. Key deliverables and scope of work for this assessment include:

- The data collected will be used to calculate the Pavement Condition Index (PCI) based on distresses in the pavement and the ride quality of the roadway via the International Roughness Index (IRI).
  - Both ratings are based on the American Society for Testing and Material (ASTM) standards, which have been adopted by the American Public Works Association.
- The vendor will collect an streets asset inventory to include ADA ramps, sidewalks, signage, curbs, and road markings
- The Vendor will provide QA/QC of the data processing, including analysis of all data to verify accuracy.
- The Vendor will format and load the data into any software the City chooses for analysis and program planning.

In November 2025, the City published a Request for Proposals for the pavement assessment. A total of ten vendors submitted proposals, and a sub-committee of staff from the public works department and City engineer reviewed the proposals and held interviews to select a final vendor.

### Budget Impact

Funding for this project is available in the FY2026 budget.

**Staff Recommendation**

Authorize the City Manager to negotiate and execute a contract for the completion of city-wide pavement assessment.

**Supporting Documents**

1. COM Pavement Assessment RFQ.pdf



CITY OF MELISSA  
3411 Barker Avenue | Melissa, TX 75454 | [www.cityofmelissa.com](http://www.cityofmelissa.com) | 972.838.2338 | 972.837.4524 FAX

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## REQUEST FOR QUALIFICATIONS

### **2025 Pavement Condition Assessment Project**

November 2025

Proposal Opening: December 19, 2025

Location: 3411 Barker Avenue, Second Floor Community Room,  
Melissa City Hall

## TABLE OF CONTENT

Introduction.....	3
Project Background .....	3
Scope of Work .....	3
Pavement Evaluation.....	3
Asset Inventory .....	3
Data Analysis & Reporting .....	3
Final Deliverables.....	4
Presentations & Training .....	4
Submission Requirements.....	4
Legal & Compliance .....	5
Instructions for Submitting Proposals, Components and Evaluation Criteria .....	5
Understanding and Project Approach of Scope of Work .....	6
Disclosure.....	7
Evaluation and Selection Process .....	7
Submittal Selection Process.....	7
Selection Process Timeline .....	7
Necessary Qualifications .....	8
Submittal requirements.....	8
General Conditions .....	9
Contact and Question Period.....	9
Final Selection Procedures .....	10
Acknowledgment of Standard Contract Form .....	10
Non-collusion Affidavit.....	11

## Introduction

The City of Melissa, Texas (“City”) is seeking Statements of Qualifications (SOQs) from qualified firms to perform a comprehensive, Pavement Condition Assessment (PCA) across its municipal roadway network. This initiative supports the City’s commitment to proactive infrastructure management, public safety, and strategic capital planning.

The selected firm will demonstrate expertise in pavement evaluation methodologies, automated data collection, geospatial asset inventory, and integration with pavement management systems. The PCA will identify future rehabilitation priorities and align with the City’s Engineering Standards and Capital Improvement Program.

## Project Background

The City’s roadway network has expanded significantly in recent years, necessitating a systematic evaluation of pavement conditions. This PCA will support:

- Prioritization of maintenance and rehabilitation projects
- Optimization of pavement management strategies
- Enhancement of safety and ride quality
- Integration with GIS and asset management platforms

The project aligns with the City’s Financial Policies, which emphasize asset inventory, capital planning, and infrastructure depreciation tracking.

## Scope of Work

The selected firm shall provide the following services:

### Pavement Evaluation

- Visual distress surveys adhering to ASTM D6433 for Pavement Condition Index Surveys
- Automated data collection (PCI, IRI, rutting, cracking, potholes)
- Subsurface coring and sampling (as needed)
- Surface texture and drainage analysis

### Asset Inventory

- ADA ramps, sidewalks, signage, curbs, street lighting and road markings
- GPS-based mapping and geospatial tagging
- Integration with the City’s pavement management system

### Data Analysis & Reporting

- Calculation of PCI and IRI scores
- Identification of critical segments requiring rehabilitation
- Cost estimates for recommended improvements

- GIS-compatible datasets and shapefiles
- Integration of Water/Sewer CIP Data:
  - The City’s Water and Sewer CIP shall be incorporated into the final prioritization of street segments.
  - The list of recommended streets may be revised based on alignment with water and sewer infrastructure scheduled for replacement.
  - Relevant CIP data will be provided to the selected consultant by designated City staff.
  - The consultant shall utilize this information to ensure that street improvement recommendations are coordinated with planned utility upgrades, thereby enhancing project efficiency and reducing future disruptions.

### Final Deliverables

- Draft and final report with executive summary, methodology, findings, images, maps, and recommendations
- Thirty (30) printed and bound color copies
- One (1) unbound copy
- One (1) electronic PDF copy compatible with City software

### Presentations & Training

- Two (2) onsite presentations: one to City staff, one to City Council
- Staff training on database usage and inventory maintenance

### Submission Requirements

- **Deadline:** Friday, December 19 by 11:00 .m. CST
- **Delivery:** City Secretary Office, 3411 Barker Avenue, Melissa, TX 75454
- **Label:** “RFQ – 2025 Pavement Condition Assessment Project”
- **Format:** Use City-supplied forms; include all required documentation:
  - Completed Quotation Form
  - Exceptions to Specifications (if applicable)
  - Responder’s Affidavit of Non-Collusion
  - Insurance Certifications
  - Reference List (minimum of three similar projects)

Late, faxed, or electronic submissions will not be accepted.

## Legal & Compliance

- Disclosure of Interested Parties (Texas Government Code §2252.908)
- Conflict-of-Interest Questionnaire (Chapter 176) CIQ Form
- Affirmation of non-boycott of Israel (§808.001)
- Affirmation of non-affiliation with foreign terrorist organizations (§2252.152)
- Proprietary information must be clearly marked; however, the City complies with the Texas Public Information Act

## Instructions for Submitting Proposals, Components and Evaluation Criteria

All respondents to the RFQ must include the items provided in the following list. All the listed items should be addressed completely and should follow, as closely as possible, the order and format in which it is listed below. These categories and criteria will be major considerations in the evaluation and determination of the most qualified and capable firm(s). The sequence of the listing is not intended to reflect the relative weight of each category.

1. Letter of Transmittal
  - a. Statement indicating an understanding of the work to be performed and interest in performing the scope of work.
  - b. Discuss consultants' availability over the next 6-12 months.
  - c. Identification of key contact person for communicating with the City on the proposal and all project-related matters.
2. Qualifications / Project Portfolio
  - a. Areas of specialization.
  - b. Practice philosophy.
  - c. Years in the business and history of firm.
  - d. Examples of three (3) to five (5) projects the firm took a lead role in the preparation of a PCA. The projects should be compatible in complexity, size, scope and discipline (as described in the Scope of Work section).
3. Project Management
  - a. Introduction to the team (all firm staff and subconsultants assigned to complete work on the project), including resumes for all the key personnel, which provide educational background/training, experience and detailed descriptions of roles played on past projects.
  - b. Services/functional roles to be performed by each team member (including all subconsultants).
  - c. Availability and commitment of assigned professionals who will undertake the scope of work.
  - d. Technical resources of the firm and any subconsultants.
4. Methodology and Process to Complete all Phases of Project

- a. Describe the vision, strategic overview and Project Approach to the project.
- b. Express how the components above reflect your qualifications for this project.
- c. Discuss what parameters you will take to develop a project that will be creative, logical, and engaging.
- d. Include detailed descriptions of the procedures and methods you propose to use to complete all tasks within the scope of work.
- e. Discuss tasks, timelines and anticipated deliverables for each phase of the project.
- f. Include the proposed process and methods to assure quality, cost, and schedule control.
- g. Explain in the proposal all supporting studies, models, and assumptions that will be developed or used as part of the study.

#### 5. References

- a. List of three (3) to five (5) references we may contact (preferably from the projects provided in Item 2(d) of this section that have been undertaken during the past five years) with client contact information (current email and telephone).
- b. Indicate project names and the personnel assigned to this project (including all subconsultants) roles and involvement in each project.

#### 6. Schedule

- a. Provide a proposed detailed project work schedule; all meetings that need to be scheduled should be built into the timeline (e.g., initial meeting with staff to review project schedule, strategic direction review, presentations of the final report, etc.).
- b. Include time frames for each major component of the scope of work and target dates for completing each phase of the project.

#### 7. Consultant Rates and Billing Methodologies

- a. Provide hourly rates for all team members, subconsultants and staff levels.
- b. Describe the methodology for billing reimbursable expenses (such as travel, production of documents, purchase of data, etc.).
- c. Describe method for billing additional services beyond the initial scope of work (beyond approved not-to-exceed amount).
- d. Do not include any reference to fees in the body of your RFQ response. Failure to comply with this provision will result in disqualification of your firm. The City reserves the right not to fund any portion of the firm's proposal.

### Understanding and Project Approach of Scope of Work

The proposal must describe the Project Approach to the scope of work described in the Scope of Work section of this RFQ, including process and schedule. Firms are encouraged to make suggestions to amend the scope of work to achieve the project goals. This criterion will be evaluated based on the proposer's understanding of the project objectives and ability to demonstrate a process that efficiently and effectively achieves the desired outcomes. Reasoned creativity is encouraged. The City anticipates modifying, where appropriate, the objectives

and/or scope of work listed in this RFQ based on the firm's experience and expertise in completing similar projects.

### Disclosure

The proposal will disclose any professional or personal financial interest which could be a possible conflict of interest in contracting with the City. Consultant must further disclose arrangements to derive additional compensation from various products or services, including financial. The firm must also list all current and unresolved litigation, arbitrations, or mediations of the firm in its proposal.

## Evaluation and Selection Process

### Submittal Selection Process

The City of Melissa will select a firm on the basis of its ability to respond to the Request for Qualifications (RFQ) requirements, the qualifications and expertise of the team working on this project, past performance on similar projects, the time required to complete project, methodology, cost, firm resources and the firm's willingness to negotiate and execute an acceptable written agreement. The City reserves the right to reject any, some portions of or all proposals and supporting material and to request written clarification of any portion or section of proposals and support materials. The City reserves the right to negotiate with more than one potential respondent after the submission of all proposals. The City also reserves the first right-of-refusal to work with any subconsultant proposed by the firm.

After a thorough review by City staff of the proposals submitted by respondents to this RFQ, a short list will be created of the firms that meet the requirements outlined in this RFQ and those firms will be required to make a presentation on their qualifications and proposals to the staff. Based on these interviews, the City team will recommend to the FPRM the firms that are the best fit for the City and this project for approval.

All proposals will be afforded fair and equal treatment with respect to any opportunity for discussion and revision. Any such revision may be permitted after submission and prior to award for the purpose of obtaining the best and final offer at the discretion of the City. When conducting negotiations, the City will not disclose information from proposals submitted by competing firms. A selection committee will review each proposal to determine if it meets the RFQ requirements. A consultant will be selected based on professional qualifications and demonstrated competence, according to the responses to information required.

### Selection Process Timeline

The solicitation, submittal receipt, evaluation and final decision selection will substantially conform to this schedule. The Timeline for selecting a firm is as follows:

Advertisement:	November 14, 2025
Deadline for Qualification Submission:	December 19, 2025
Firm Oral Presentation/Interviews with City Staff By	January 06, 2025
Potential City Council approval by	January 13, 2025

## Necessary Qualifications

The City of Melissa will utilize a qualifications-based selection process in determining a consultant that will assist with this project. Consultants will be evaluated on the creativity, experience and expertise in preparing Pavement Condition Assessment.

In addition, the City will review the selected consultants' ability to meet schedules, coordinate effectively with groups and interested parties, and work effectively with community groups and to work within the budget limitations.

- Evaluation of Project Approach (50%)
- Firm's past experience on projects of similar size and scope (30%)
- Proposed organizational structure and key staff (10%)
- Project Schedule (10%)

## Submittal requirements

An electronic proposal in PDF, not to exceed 20 megabytes (no compressed files), must be sent to the Assistant City Manager, Terrell Smith, by the deadline.

In addition, 7 hard copies of the proposal must be submitted. Proposals can be dropped off at City Hall (3411 Barker Ave, Melissa, TX 75454) or shipped to:

City of Melissa  
Attn: Natia Bailey  
1606 Cooper Street  
Melissa, TX 75454

If shipped, please retain proof of delivery by deadline. All proposals must be received by 4:00 p.m. on Thursday, December 18, 2025.

## General Conditions

1. The City of Melissa is not liable for any pre-contractual expenses incurred.
2. The City reserves the right to withdraw this RFQ at any time without prior notice and to reject any and all proposals submitted without indicating any reasons. Any award of contract for services will be made to the firm best qualified and responsive in the opinion of the City.
3. The selected firm must agree to indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers, agents and assigns from and against any and all liability or loss resulting from any suits, claims or actions brought against the City which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.
4. The selected firm will be required to comply with all existing State and Federal labor laws including those applicable to equal opportunity employment provisions.
5. The City reserves the right to negotiate special requirements and service levels using the selected qualification as a basis. Compensation for additional services will be negotiable.
6. All responses to this RFQ becomes the property of the City of Melissa.
7. No amendments, additions or alternatives will be accepted after the submittal deadline.
8. All documents, records, designs and specifications developed by the selected firm with regard to this project will be the property of the City.

## Contact and Question Period

For additional information concerning this RFQ, any other aspect of the selection process or the project in general, the following staff must be included in the email:

Terrell Smith at [tsmith@cityofmelissa.com](mailto:tsmith@cityofmelissa.com)  
Matthew Dill at [mdill@cityofmelissa.com](mailto:mdill@cityofmelissa.com)

All communication must be in writing only. All questions must be submitted in writing by December 05, 2025. Responses will be posted to the City's website and sent to all proposers by December 12, 2025.

Absolutely no communication will occur regarding this RFQ, including requests for information, or speculation between consultants or any of their individual members and any City elected official or city staff other than those named above. Failure to comply with this provision may result in consultant's proposal being removed from consideration.

## Final Selection Procedures

After review of the submittals by the City of Melissa the City may at its discretion schedule interviews with one or more firms. The selected firm will receive a Professional Services Agreement for signature and full execution. Council approval may be required based on the contract amount. A Notice to Proceed will be issued to formally begin work.

## Acknowledgment of Standard Contract Form

The City of Melissa, Texas (“City”) and the selected firm (“Responder”) acknowledge that, upon completion of the selection process, both parties will enter into good faith negotiations to finalize a mutually acceptable standard contract. This contract will incorporate the City’s required terms and conditions, including but not limited to the scope of services, compensation, timelines, insurance, indemnification, and compliance with applicable local, state, and federal laws.

It is further understood that the final contract form will be based on the City’s standard professional services agreement, subject to modifications as necessary to reflect the specific nature of the project and the Responder’s proposed Project Approach. Both parties agree to collaborate in a timely and cooperative manner to finalize and execute the contract following the Consultant’s selection and prior to the commencement of any work.

## Non-collusion Affidavit

STATE OF TEXAS

§

§

COUNTY OF COLLIN §

§

By the signature below, the signatory for the Responder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a proposal committed any other act of collusion related to the development and submission of this proposal.

Signature:

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Printed Name:

---

www.english-test.net

Title:

---

Digitized by srujanika@gmail.com

Company:

---

Date:

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Page 10 of 10

SUBSCRIBED and sworn to before me the undersigned authority by \_\_\_\_\_ the \_\_\_\_\_ of, \_\_\_\_\_ on behalf of said Responder.

---

Notary Public in and for the  
State of Texas

My commission expires: \_\_\_\_\_

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

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

1. Name of vendor who has a business relationship with local governmental entity.

2.  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3. Name of local government officer about whom the information is being disclosed.

Name of Officer

4. Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

5. Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6.  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7.

Signature of vendor doing business with the governmental entity

Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

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

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

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

## City of Melissa City Council Staff Report



**Date** January 27, 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, generally located at 2721 Sam Rayburn Highway, City of Melissa, Collin Count, Texas. (TL)

### **Summary of Subject**

The applicant is requesting approval to place a donation box on the Kroger property. The City of Melissa has adopted regulations that address where donation boxes may be located and how they must be operated and maintained to ensure they remain orderly and do not create impacts to surrounding properties.

Under the Ordinance, donation boxes are allowed to remain within the City only after an approved Site Plan is obtained demonstrating compliance with these requirements. The applicant is requesting Site Plan approval and has submitted operational and maintenance information as part of the application to show compliance with the City's donation box regulations.

The City of Melissa's donation box Ordinance requires, among other items:

- Approval of a Site Plan prior to placement or continued operation of a donation box;
- Ongoing maintenance of the donation box and surrounding area;
- Removal of graffiti and debris; and
- Compliance with location, visibility, and safety standards as outlined in the Ordinance.

A copy of the Ordinance has been provided with the application materials for reference.

### **The applicant has provided the following Maintenance Plan**

The applicant has submitted a maintenance schedule for the proposed donation box. According to the applicant, maintenance and pick-up activities will occur daily, seven days a week, as outlined below:

- **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

The applicant has stated that additional pick-ups can be arranged immediately if conditions warrant. The applicant has also indicated that all service vehicles are equipped with graffiti removal kits, allowing graffiti to be removed during routine visits. During each visit, maintenance activities will include cleaning and debris removal within a 25-foot radius of the donation box.

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

**Staff Recommendation**

Approval of disapproval is a policymaker decision.

**Supporting Documents**

1. Location of Subject Tract Kroger.docx
2. 2721 Rayburn Hwy Melissa, TX 75454.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

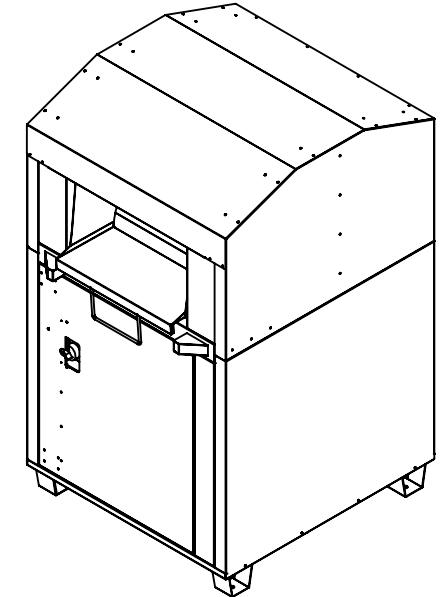
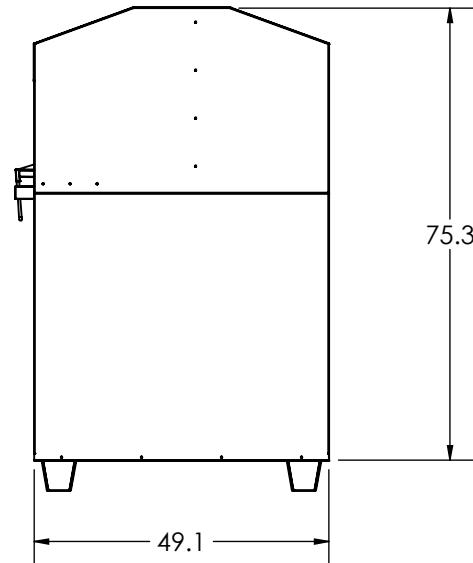
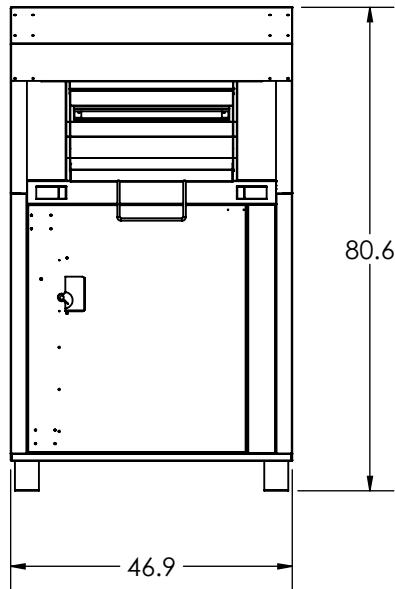






NOTES:

- 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.



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~~FRACTIONAL: ±0.15~~

~~ANGULAR: MACHINING BEND  $\pm$~~

~~TWO PLACE DECIMAL  $\pm .020$~~

~~THREE PLACE DECIMAL  $\pm .010$~~

PHONE: **(909) 605-0538**

FAX: **(909) 605-7780**

[www.securr.com](http://www.securr.com)

DO NOT SCALE DRAWING

DRAWN **JCERDA**

CHECKED

ENG APPR. **D MOORE**

MFG APPR.

Q.A.

COMMENTS:

1390 S. MILLIKEN AVE  
ONTARIO CA 91761



TITLE:

**CB26G16**

SIZE

**A**

REV

**A**

SCALE: 1:32 WEIGHT: SHEET 1 OF 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](mailto: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		Parking Requirement Based on Use
X	Use permitted in District							
	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 <u>Subsection 20.3 (Conditional Development Standards)</u>							
SPECIAL ZONING DISTRICT LEGEND		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	
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)							
	<b>PARKING REQUIREMENT BASED ON USE</b>							
(1,2,3...)	See corresponding numeric end note in <u>Subsection 22.8 (Parking Requirement Based on Use)</u>							
	<b>Use Type</b>							
	<b>Nonresidential Uses</b>							
...								
Donation Box					(s)	(s)		
...								

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 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 14<sup>th</sup> day of December, 2021.



Reed Greer, Mayor

**ATTESTED TO AND CORRECTLY  
RECORDED:**



Kacie Galyon, City Secretary



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