

CITY OF MELISSA, TEXAS



REDEVELOPMENT OPPORTUNITY REQUEST FOR PROPOSALS 2026-001 RFP

The City of Melissa is seeking master development proposals from qualified development teams for the redevelopment of a City-owned site (approximately 1.5 acres) on the southeast corner of Sam Rayburn Highway (SH 121) and Miller Road.

By responding to this request, the responding development team agrees to perform in accordance with the terms and conditions set forth in this document in the event that its response is selected.

**REQUEST FOR PROPOSALS (RFP)
for
REDEVELOPMENT
of
CITY-OWNED SITE
in the
CITY OF MELISSA, TEXAS**

2026-001 RFP

**Submittals will be accepted by mail or hand delivery no later than
2:00 p.m. local time on Tuesday, February 17, 2026 to:**

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

Respondents must submit proposals and all additional documents. It is requested that respondents provide three (3) bound copies and one (1) electronic copy (USB Flash Drive) of all documents in a sealed envelope, manually signed in ink by a person having the authority to submit the development firm's information.

The City of Melissa is always conscious and extremely appreciative of your time and effort in preparing this information. Requests for information/clarification should be directed in writing to:

Jason Little
City Manager
City of Melissa
3411 Barker Avenue
Melissa, Texas 75454
jlittle@cityofmelissa.com

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SECTION 1. INTRODUCTION

The City of Melissa, Texas (“City”) is accepting submittals for proposals, pursuant to applicable sections of the Texas Local Government Code, in accordance with the terms, conditions, and requirements set forth in this Request for Proposals (“RFP”).

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS REQUESTED.

1.1 The Opportunity

The City of Melissa is seeking master development proposals from experienced development teams for the redevelopment of a City-owned site (approximately 1.5 acres).

More information about the primary site can be found in Section 2. The City prefers land uses that comprise of a quality, sit down restaurant but remains open minded should a proposal offer a unique use for this site.

Respondents are encouraged to submit development proposals that they consider best suited, in their professional judgment, to begin first-phase construction within 12 months of proposal selection.

1.2 Minimal Submission Requirements

The City has attempted to minimize submittal requirements in order to maximize the prospect of receiving your proposal(s). Only basic information concerning the development team, project approach, project concept and renderings, project timeline, relevant development experience and capacity, and references is required. More information about the submission procedures and requirements can be found in Section 4.

1.3 Regional Context

Established in 1852, Melissa is a picturesque city with a small-town feel. With its open spaces, and excellent schools, it is not surprising that, over the past decade, Melissa is one of the fastest growing areas in one of the fastest growing counties in the United States. From 2006 through 2025, Melissa grew from a town of 3,200 to a small city of an estimated 32,000, increasing in population by more than 900%. Melissa is located approximately 36 miles north of Dallas, 20 miles north of Plano, 30 miles east of Denton, and 60 miles northeast of Fort Worth.

U.S. Highway 75 (Central Expressway) is Melissa’s major north-south regional transportation corridor and serves the City, in addition to SH 121 and SH 5.

As of January 1, 2026, the City of Melissa is approximately 12.1 square miles in size, with an estimated population of 32,000. Melissa’s population has a comparatively high level of wealth. According to the Census, the average household income in Melissa is approximately \$138,000, well above the median household income for Collin County (\$117,000) and for the entire State of Texas (\$76,000).

SECTION 2. SITE INFORMATION

The City is seeking master development proposals from qualified development teams for the redevelopment of a City-owned site (approximately 1.5 acres). The following Section 2.1 provides detailed information about the site. The City prefers land uses that comprise of a quality, sit down restaurant but remains open minded should a proposal offer a unique use for this site. Opportunities to consolidate this tract with any adjacent parcels would be of interest but not required.

2.1 Primary Site

The primary site is located at 2322 Sam Rayburn Highway, Melissa, Texas 75454 (Collin CAD Property ID #2703681), 1.75 miles north from the intersection of US 75 and SH 121 and has approximately 309 feet of frontage on State Highway 121 (Sam Rayburn Highway). State Highway 121 is a major north-south regional roadway, supporting a significant amount of local and regional traffic, with an average daily traffic count of approximately 41,000 vehicles.



Figure 1. Primary Site (Bird's Eye View from the South Looking North)

Highlights of the Primary Site:

- Approximately 309 feet of frontage on major north-south regional roadway
- Existing public infrastructure (see figures below)
- Commercial Zoning in place (see attached Zoning Ordinance)
- Final Plat approved in January 2021 (See attached)
- No environmental remediation necessary
- Owned by the City of Melissa

Existing Environmental Condition:

The Kim's Korner property was an active site in TCEQ's Leaking Petroleum Storage Tank (LPST) program, and in conjunction with the City's purchase of the property, a limited Phase II ESA was completed for the site. Based on the previous use of the Property as a convenience store with gas pumps, the City hired an environmental firm to remove the underground storage tanks and submit samples to TCEQ to certify the site was clean of containments. In November and December 2020, the underground tanks were removed, clean fill material brought into the site, and the required testing was done in accordance with TCEQ regulations.

Because there were some chemicals that had higher concentration standards for closure, there may be some odors present during the course of redevelopment, but all levels are within acceptable standards. The City of Melissa received a No Further Action (NFA) letter from TCEQ, acknowledging the closure of the site from TCEQ's tank program. This letter is attached as an Exhibit.

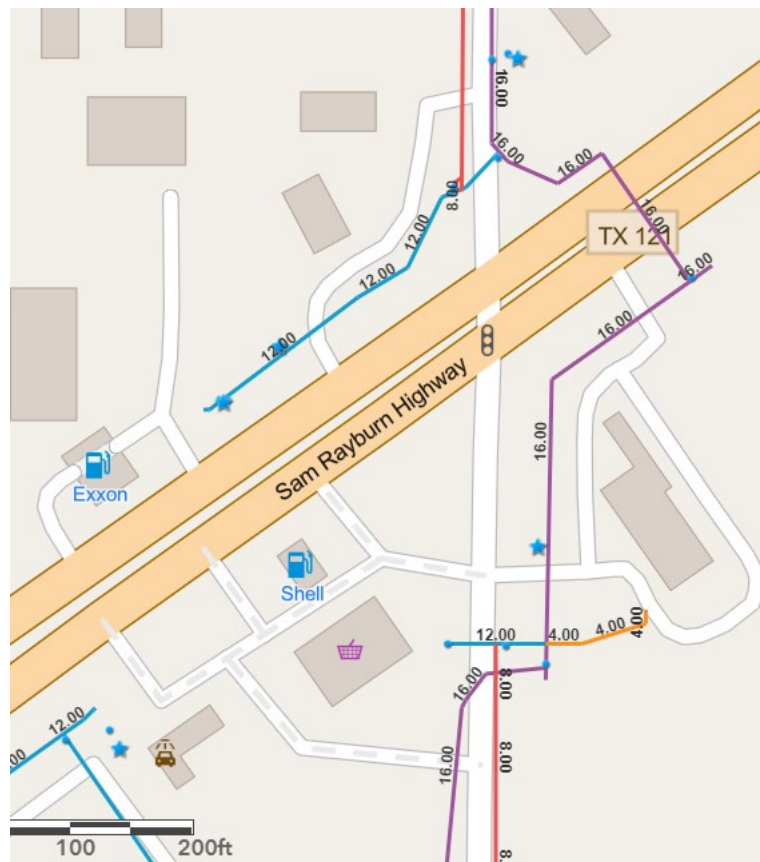


Figure 2: 12" water line on site

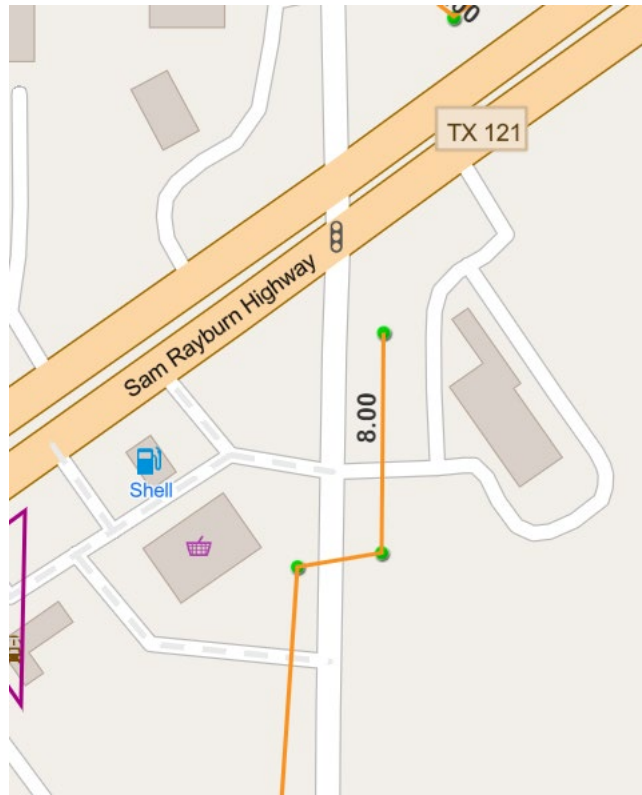


Figure 3: 8" Gravity Sanitary Sewer service on site

SECTION 3. ROLES AND POLICY CONTEXT

3.1 Project Scope

The City prefers proposals for the redevelopment of the property to include new sit down restaurant uses within a compact and creative design. However, the City Council remains open-minded to finding the highest and best use for the property. Opportunities to consolidate this tract with any adjacent parcels would be of interest but not required.

3.2 Memorandum of Understanding or Interim Agreement

Unless the City rejects all proposals, the City Council will authorize the City Manager to negotiate and execute Memorandum of Understanding or Interim Agreement with the selected development team. The Memorandum of Understanding or Interim Agreement will: (a) define the general terms and conditions of the land sale, the responsibilities of the development team, and the responsibilities of the City, (b) set a schedule for obtaining financial commitments and plan reviews/approvals, and (c) guide the negotiation of a Comprehensive Development Agreement between the development team and the City.

3.3 Role of Development Team

The selected development team will engage the necessary consultants to define and design the project, complete the design, secure the necessary permits (including but not limited to building permits, engineering permits, certificates of occupancy, etc.), secure equity and debt financing, contract for and construct the project, and own and manage the project after completion.

3.4 Role of City

The City is committed to facilitating the redevelopment of the Property. City Staff will also take an active role in technically assisting the development team, as needed, through the development process in order to secure all necessary entitlements and approvals as expeditiously as possible (e.g. platting, zoning, site planning, building permits, etc.).

3.5 Policy Context

The development criteria are flexible, although the City would like to see the site be developed as a quality, sit down restaurant. However, they remain open to reviewing any proposers highest and best use concept for the property. The City is asking interested development teams to show what is possible from both a design perspective and land use that will truly be the highest and best use for the highly visible, but small Property. The City will retain input on architecture of the development to ensure the end product meets the goals of the City in terms of exterior aesthetics. The City has a reasonable expectation to recover the bulk of its funds that have been spent on the purchase and cleaning of the site. Development team candidates are asked to present their highest and best offers in their submittal packages to the City.

SECTION 4. SUBMISSION PROCEDURES AND REQUIREMENTS

Responses and any other information submitted in response to this RFP shall become the property of the City of Melissa. Respondents may submit more than one response to this RFP. However, each response must be a separate and complete package that can be considered independently of any other response from the same respondent.

4.1 Submittal Requirements

Submittals should include the following:

A. Cover Letter

- Signature from authorized officer/agent of the development entity

B. Development Team Composition, and Experience

- Development Entity – full legal name, type, primary contact.
- Proposed Development Team – brief resumes for key members.
- Ownership Entity – type, formation data, general and managing partner.
- List all projects (completed or nearly completed) in which the development entity or key member(s) has (have) been involved in the past five (5) years.
- List any current projects in the predevelopment, design, or construction phase.

C. Project Approach, Concept, and Description

- Describe the development team's approach to identifying a development plan for the Property, including uses (type/amount/configuration), buildings (type/amount/configuration), and other components such as access, circulation, and parking.
- Include a timeline for the project, including any individual phases. The proposal should aim to begin construction within 12 months of proposal selection.
- Include intended uses/tenants/occupants of the project and how their presence will serve a need for the residents and visitors to the site and the community

D. Response Letter and Questionnaire

Respondents must complete, sign, and include RESPONSE LETTER TO 2026-001 RFP (Appendix A) and RESPONDENT'S QUESTIONNAIRE FOR 2026-001 RFP (Appendix B) and Respondents Proposals for the redevelopment of the site with the submittal. Failure to include these documents may subject the submittal to disqualification.

4.2 Submittal Format

- Three (3) bound hard-copies of the submittal not to exceed 30 pages (pages printed front and back will constitute 2 pages). Pages must not exceed 11"x17" in size and should be folded to 8.5"x11".
- One (1) electronic copy (PDF) of all submittal documents on a USB Flash Drive.
- Supplemental full color prints of conceptual site plans, renderings, or similar drawings will not count toward the 30-page limit. Acceptable sizing is 11"x17".
- Respondents must complete, sign, and include RESPONSE LETTER TO 2026-001 RFP (Appendix A) and RESPONDENT'S QUESTIONNAIRE FOR 2026-001 RFP (Appendix B) as a part of their submittal. Failure to include these documents may subject submittal to disqualification.
- Submitted materials must be enclosed in a sealed envelope (or box or container); clearly indicating the RFP Number (2026-001 RFP), all addenda, the submittal deadline, and the name, telephone number and return address of the Respondent.
- All submittals must conform to the requirements outlined in the RFP. Incomplete submittals will not be considered.
- Late submittals will not be considered under any circumstances. Late submittals properly identified will be returned to the Respondent unopened.
- Facsimile ("FAX") or Internet ("E-mail") submittals will not be accepted.

4.3 Submittal Deadline

Submittals must be received by the City of Melissa Administration Department by mail or hand delivery no later than 2:00 pm local time on Tuesday, February 17, 2026 to:

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

It is the responsibility of each Respondent to ensure responses are submitted in a timely manner. The City is not responsible for delays in mail delivery or failure of couriers to deliver responses by the submittal deadline.

4.4 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum and mailed or faxed to all parties recorded by the City as having received a copy of the RFP. Requests for interpretation or changes to this RFP must be received by the City's contact person, as listed in this RFP. . Respondents may obtain information on all addenda issued to the date of inquiry from the City's contact person as listed in this RFP.

Only those responses to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be binding on the City. The Respondent must acknowledge receipt of all addenda in its response.

4.5 Public Information

The City considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and, therefore, shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*)

Responses to this RFP may contain technical data or other knowledge or materials that constitute proprietary information which, if publicly disclosed, would cause injury to Respondent's competitive position. To protect this data from disclosure, Respondents should specifically identify the pages of the proposal containing such information by marking the applicable pages "CONFIDENTIAL." The City will give notice to Respondents of any requests for disclosure of information identified as confidential.

Respondents are hereby notified that the City strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

SECTION 5. EVALUATION CRITERIA AND SELECTION PROCESS

5.1 Evaluation of Submittals

The City shall evaluate all submittals and may invite consultants and representatives from other qualified organizations to evaluate the submittals as deemed necessary. The decision to reject any or all proposals is final and is not subject to due process or appeal. The City reserves the right to request additional information from any Respondent, to interview any Respondent, and to request and secure modifications or amendments to any submittal.

The City will review submittals based upon, but not limited, to the following criteria:

- Demonstrated experience in the successful financing, (re)development, operation, and economic performance of projects of comparable type, size, scale, and complexity.
- Demonstrated experience in completing projects of comparable type, size, scale, and complexity on time and within forecast budgets.
- Demonstrated experience in successful public/private partnerships.
- To what extent the proposed uses meets the City's vision.
- The quality of architectural and urban design aspects of comparable projects completed by the Respondent.
- Understanding of the City of Melissa and the importance of high quality (re)development at this site.
- Reasonable proposed offer to purchase the site from the City.

5.2 Selection Process

The City will evaluate the proposal, experience, financial and technical competence, capability to perform, past performance, financing, proposed public participation, and other appropriate factors submitted by each Respondent. Interviews may be conducted at the sole determination of the City.

If applicable, finalists selected for an interview will be notified within thirty (30) days of the submittal deadline.

Within thirty (30) days following the last scheduled interview, the City shall evaluate the information submitted by Respondents on the basis of the selection criteria stated in this RFP and the results of the interview. The City may request additional information regarding demonstrated competence and qualifications, considerations of the safety and long-term durability of the project, the feasibility of implementing the project as proposed, the ability of the Respondent to meet schedules, financial capacity to undertake the proposed project, costing and funding methodology, or other factors as appropriate. Consideration may also be given to any additional information and comments at the selection phase if it reflects on the Respondent's proposal

to perform the project. The City shall select the Respondent that submits the response offering the best value for the City on the basis of the published selection criteria and on its evaluation.

Unless the City rejects all submittals, the City Council will authorize the City Manager to negotiate and execute a Memorandum of Understanding or Interim Agreement with the selected Respondent. If the parties cannot negotiate a successful Memorandum of Understanding or Interim Agreement, the City will terminate negotiations with the selected Respondent and commence negotiations with another preferred Respondent in the same manner. If a Memorandum of Understanding or Interim Agreement is not reached, the City will proceed with this process, in order of preference, until an agreement is reached or all submittals are rejected. The City reserves the right to reject any and all submittals for any reason or no reason, in its sole and final determination.

Through this process, the City intends to select a master development proposal and execute a Memorandum of Understanding or Interim Agreement with the responding development team, followed by a binding, negotiated Comprehensive Development Agreement(s) as needed for the development of the project. The City reserves the right to modify and approve final members of the development team.

5.3 Respondent's Acceptance of Evaluation Methodology

WAIVER OF CLAIMS: Each Respondent by submission of a response to this RFP waives any claims it has or may have against the City, its employees, officers and elected officials, agents, representatives, that are connected with or arising out of this RFP, including, the administration of the RFP, the RFP evaluation, and the selection of qualified Respondents to receive a Request for Proposals.

Submission of Proposals indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the City during the evaluation of proposals. Without limiting the generality of the foregoing, each Respondent acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

SECTION 6. GENERAL TERMS

Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. It is the responsibility of Respondents to check the Melissa website for posting of clarifications, amendments, or addenda on an ongoing basis.

Any questions or concerns regarding this RFP shall be directed by email to the City of Melissa contact:

Jason Little
City Manager
City of Melissa

jlittle@cityofmelissa.com

The City specifically requests that Respondents restrict all contact and questions regarding this RFP to the above-named individual.

The City will not provide compensation to Respondents for any expenses incurred by the Respondents for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit proposals and other submittal information in response to this RFP at their own risk and expense.

Responses that are incomplete or qualified with conditional clauses or alterations or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by the City, at its option. The City reserves the right to reject any or all proposals at any time with no penalty. The City reserves the right to waive any irregularity or informality in a response or submittal.

In the event that ambiguities, conflicts, or other errors are discovered in this RFP, the City of Melissa will make every attempt to address any such ambiguities, conflicts, or errors.

Each response should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's expectations.

The City reserves the right to determine which of the submittals have met the minimum qualifications of this RFP. The City reserves the right to determine whether any deviation from the requirements of this RFP is substantive in nature and may reject submittals that lack supporting or explanatory information. The City reserves the right to extend deadlines at its sole discretion.

The City makes no guarantee that an award will be made as a result of this RFP, or any subsequent RFP, and reserves the right to accept or reject any or all submittals, waive any formalities, irregularities or minor technical inconsistencies, or delete items/requirements from this RFP or agreement(s) when deemed to be in the City's best interest. All firms or individuals doing business with the City of Melissa shall have all required State of Texas licenses.

Respondents are responsible for errors and omissions in their responses, and any such errors will not serve to diminish their obligations to the City.

The City reserves the right to disqualify a Respondent if the proposal is not based on reasonable market assumptions.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS, AMENDING MELISSA'S ZONING ORDINANCE, ORDINANCE NO. 92-08, AS AMENDED, TO REZONE A TRACT OF LAND CONSISTING OF 1.99± ACRES, SITUATED IN THE WILLIAM FITZHUGH SURVEY, ABSTRACT NO. 309, CITY OF MELISSA, COLLIN COUNTY, TEXAS, HERETOFORE ZONED GENERAL COMMERCIAL DISTRICT (C-2); PROVIDING THAT THE TRACT IS HEREBY REZONED AND PLACED IN THE PLANNED DEVELOPMENT-GENERAL COMMERCIAL DISTRICT (PD-C-2) ZONING CLASSIFICATION; DESCRIBING THE TRACT TO BE REZONED; 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") has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Melissa, Texas ("Melissa") to amend Melissa's Zoning Ordinance, Ordinance No. 92-08, as amended ("Zoning Ordinance"), as set forth below; and

WHEREAS, Melissa initiated a request to rezone 1.99± acres of land, situated in the William Fitzhugh Survey, Abstract No. 309, in the City of Melissa, Collin County, Texas, Texas, and being more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Melissa seeks to amend the Zoning Ordinance to rezone the Property, heretofore zoned General Commercial District (C-2), by placing it in the Planned Development-General Commercial District (PD-C-2) zoning classification; and

WHEREAS, the City Council finds that the owner of the Property has agreed to comply with the additional restrictions and conditions set forth herein and in the Development Standards, attached hereto as Exhibit B and incorporated herein for all purposes (collectively, "Additional Conditions"); and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law; public hearings have been held on the proposed rezoning; and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the City Council has investigated and determined that it will be advantageous and beneficial to Melissa and its citizens to rezone the Property as set forth below.

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

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

SECTION 2: Amendment to the Zoning Ordinance. The Zoning Ordinance is hereby

amended as follows: The zoning designation of the Property, and all streets, roads and alleyways contiguous and adjacent thereto, is hereby rezoned as Planned Development-General Commercial District (PD-C-2). The Property, as a whole and the boundaries thereof, is more particularly described in Exhibit A.

The development plans, standards and uses for the Property shall conform to and comply with the standards, rules and regulations for the development and uses of land within the Planned Development-General Commercial District (PD-C-2) zoning classification, the Development Standards set forth in Exhibit B and all other Additional Conditions. The development of the Property also must comply with the requirements of all applicable ordinances, rules and regulations of Melissa, as they currently exist, may be amended or in the future arising.

SECTION 3: No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any specific regulations contained herein. Any portion of this Ordinance may be repealed by the City Council in the manner provided for by law.

SECTION 4: Unlawful Use of Property. It shall be unlawful for any person, firm, entity or corporation to use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, entity or corporation to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance.

SECTION 5: 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 on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Melissa from filing suit to enjoin the violation. Melissa retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7: Repealing/Savings. 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 8: 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 26th day of January, 2021.

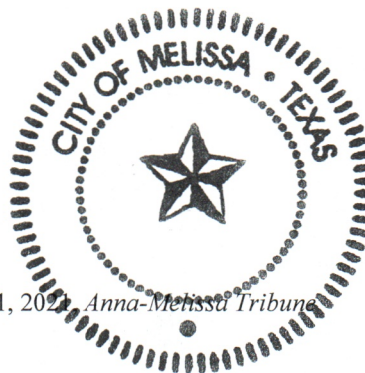


Reed Greer, Mayor

**ATTESTED TO AND CORRECTLY
RECORDED:**



Kacie Galyon, City Secretary



Dates of Publication: February 4 and 11, 2021, *Anna-Melissa Tribune*

Exhibit A
Legal Description of the Property



BOUNDARY DESCRIPTION

ALL that certain 1.99 acre lot, tract or parcel of land situated in the William Fitzhugh Survey, Abstract No. 309, Collin County, Texas, and being all of a called 2.01 acre tract described in a deed from SS USA Petroleum, Inc. to Anju & Sanjeev LLC as recorded in Instrument No. 20190722000857720, Official Public Records, Collin County, Texas, (O.P.R.C.C.T.), said 1.99 acre tract being described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found at the northwest corner of said 2.01 acre tract, the northeast corner of Lot 1C, Block 1, of the Ice Cube addition according to the plat thereof as recorded in Cabinet 2018, Page 650, Plat Records, Collin County, Texas, (P.R.C.C.T.), and on the south right-of-way line of State Highway 121;

THENCE along the north line of said 2.01 acre tract and said south right-of-way line the following:
N 53°33'00" E a distance of 309.51 feet to an x-cut in concrete set at a northeast corner of said 2.01 acre tract and at an angle point of said south right-of-way line;
S 62°32'00" E a distance of 45.51 feet to an x-cut in concrete set at an ell corner of said 2.01 acre tract and at an angle point of said south right-of-way line;
N 53°33'00" E a distance of 30.84 feet to a point for corner in at a northeast corner of said 2.01 acre tract, and on the west line of a 60 feet right-of-way dedication according to the plat thereof as recorded in Cabinet P, Page 757, P.R.C.C.T., and in Miller Road;

THENCE S 00°36'00" E along the east line of said 2.01 acre tract, the west line of said right-of-way dedication, the west line of a called 1.894 acre tract described in a deed to Richard F. Hoenigman and wife, Roberta Barnes Hoenigman as recorded in Instrument No. 19920211000089370, O.P.R.C.C.T., and generally along Miller Road at 334.78 feet passing a mag nail found at the southwest corner of said 1.894 acre tract and the northwest corner of Eastwood Addition (an unrecorded plat), continuing along said course and along the east line of said 2.01 acre tract, the west line of said Eastwood Addition, and generally along Miller Road in all a total distance of 356.67 feet to a mag nail set at the southeast corner of said 2.01 acre tract, on the north line of a 60' right-of-way dedication according to the plat thereof as recorded in Cabinet K, Page 592, P.R.C.C.T., and in Miller Road;

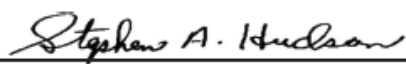
THENCE S 54°30'45" W along the south line of said 2.01 acre tract, the north line of said 60' right-of-way dedication, and a north line of Lot 1BR, Block 1, of said Ice Cube Addition a distance of 151.58 feet to a 1/2" iron rod and pink cap stamped "EST" set at the southwest corner of said 2.01 acre tract and an ell corner of said Lot 1BR, Block 1;

THENCE N 36°26'02" W along the west line of said 2.01 acre tract, an east line of said Lot 1BR, Block 1, and an east line of said Lot 1C, Block 1 a distance of 327.43 feet to the POINT OF BEGINNING and containing 1.99 acres of land, more or less.

NOTE: The Bearings are based on the Texas State Plane NAD 83, Texas North Central Zone FIPSZONE 4202.

The undersigned does hereby certify that the attached plat meets the requirements of a TSPS Category 1A, Condition 2 survey and represents an accurate survey made on the ground on October 1, 2020, and the boundaries as located are according to the recorded references shown. Except as shown, this property abuts a public roadway, and there are no visible conflicts, encroachments, or overlapping of improvements. This survey is being provided solely for the use of the current parties and that no license has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction.

Date: 10/01/2020

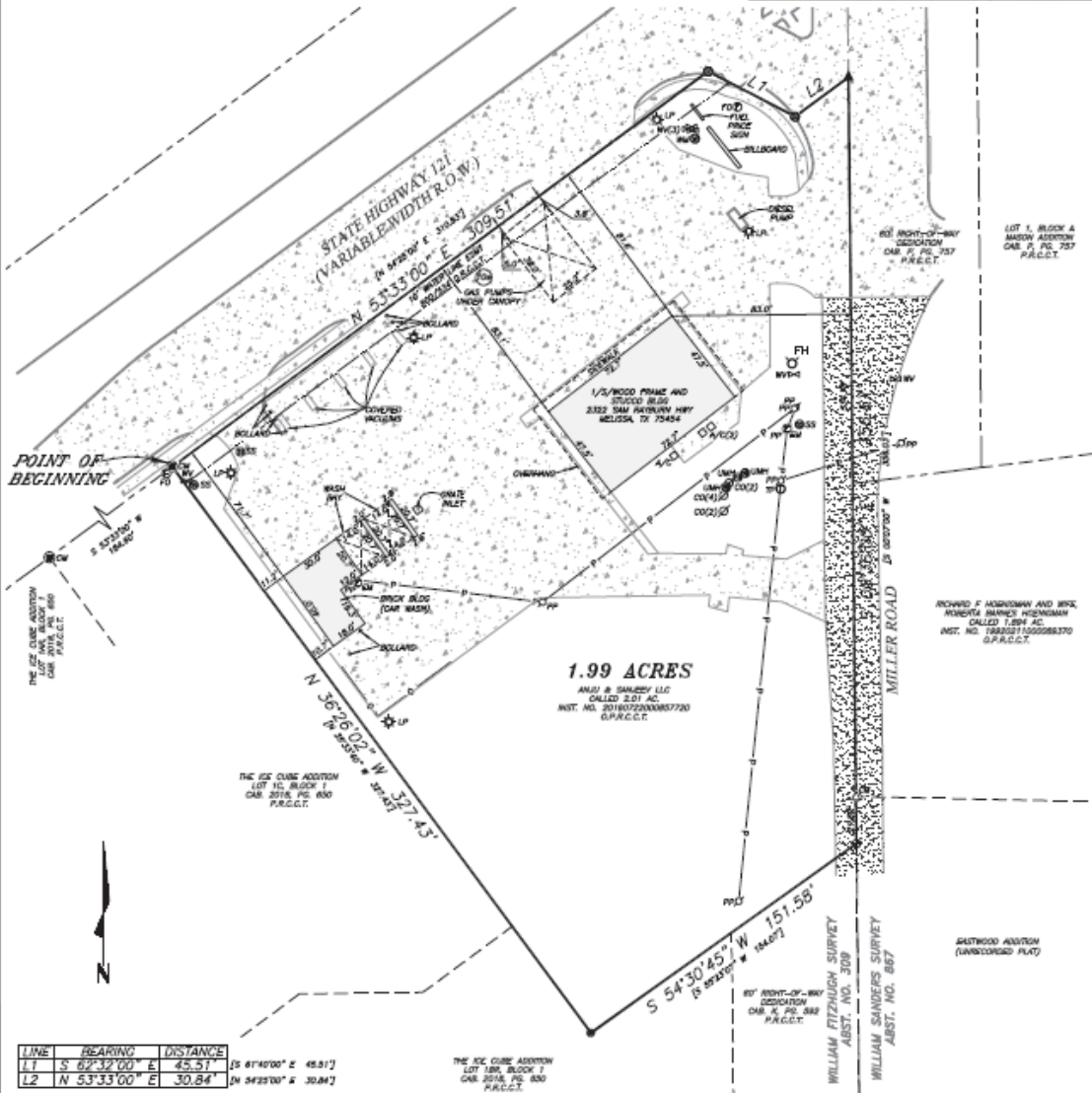

Stephen A. Hudson, RPLS No. 4896
Sheet 2 of 2 Job No. 6010486



101 Bill Bradford Road, Suite 13
Sulphur Springs, Texas 75482
Phone: 903-438-2400 Fax: 903-438-9955
Firm License No. 10024400
www.estinc.com

PROPERTY DESCRIPTION

PLAT SHOWING A 1.99 ACRE TRACT SITUATED IN THE WILLIAM FITZHUGH SURVEY, ABSTRACT NO. 309, COLLIN COUNTY, TEXAS, AND BEING ALL OF A CALLED 2.01 ACRE TRACT DESCRIBED IN A DEED TO ANJU AND SANJEEV, LLC AS RECORDED IN INSTRUMENT NO. 20190722000857720, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS.



NOTE: The Bearings are based on the Texas State Plane NAD 83, Texas North Central Zone, FIPSZONE 4202.
NOTE: All record calls are denoted in [] per document recorded in Inst. No. 20190722000857720, O.P.R.C.C.T., unless otherwise noted.
NOTE: This survey was prepared using First American Title Guaranty Company Commitment for Title Insurance of No. 2018-316173-RU, with an effective date of September 08, 2020. Survey related Schedule B items thereon are as follows:
10e AFFECTS AS SHOWN.

FLOOD NOTE: By graphic plotting only, this property DOES NOT appear to lie within a 100 year flood zone area, according to Flood Insurance Rate Map No. 4808500165A, dated June 2, 2009, published by the Federal Emergency Management Agency.

The undersigned does hereby certify that this plat meets the requirements of a TSPS Category 1A, Condition 2 survey and represents an accurate survey made on the ground on October 1, 2020, and the boundaries as located are according to the recorded references shown. Except as shown, this property abuts a public roadway, and there are no visible conflicts, encroachments, or overlapping of improvements. This survey is being provided solely for the use of the current parties and that no license has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction.

Buyer: City of Melissa
Seller: Anju & Sanjeev, LLC

Stephen A. Hudson
STEPHEN A. HUDSON R.P.L.S. NO. 4896



LEGEND		Overhead Powerline
Power Pole	Control Monument	Pipe Fence
Water Meter	Mag Nail Found	
Electric Meter	Calculated Point	
Telephone Pedestal	Mag Nail Set	
Fiber Optic Marker	X-cut in Concrete Set	
Unknown Manhole	1/2" Iron Rod Found	
Clean Out	1/2" Iron Rod Set w/Pink Cap Stamped "EST"	
Sanitary Sewer Manhole		
Light Pole		
Water Valve		
Fire Hydrant		

EST

101 Bill Bedford Road, Suite 13
Sulphur Springs, Texas 75482
Phone: 903-438-2400 Fax: 903-438-9955
Firm License No. 10024400
www.estm.com

IMPROVEMENT SURVEY	SCALE: 1"=60'
	DATE: 10/01/2020
	SURVEYED BY: A.A.
	DRAWN BY: F.D.
	TECHNICIAN: F.D.
	JOB NO. 6016486
SHEET 1 OF 2	
REVISIONS:	

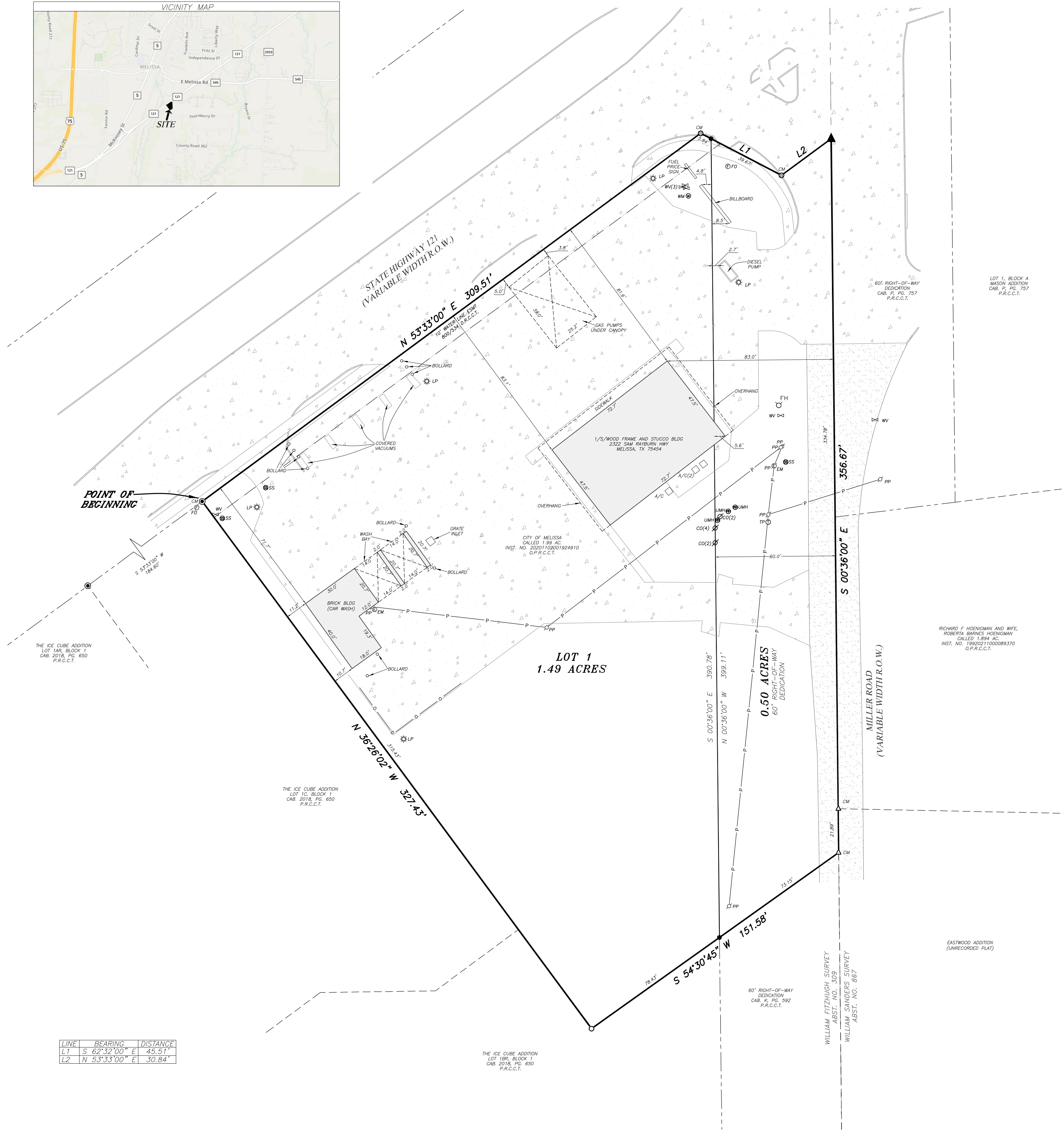
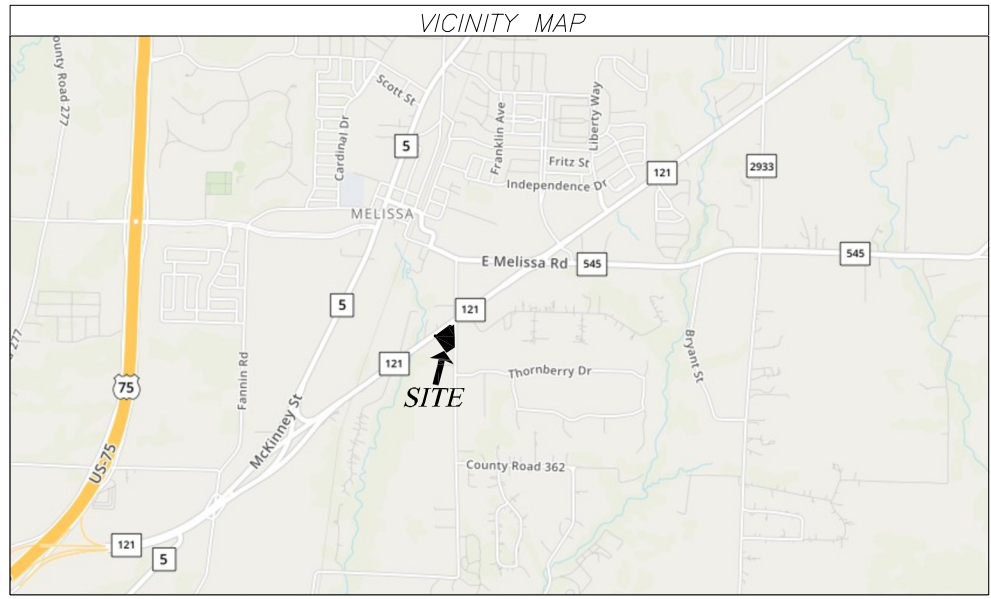
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Exhibit B
Development Standards

The Property shall be developed and used in accordance with the standards applicable to the General Commercial District (C-2) zoning classification of the Zoning Ordinance, as it exists or may be amended, except that only the following land uses are permissible on the Property:

- Car Wash, Full Service. A facility where a customer can have a motorcycle, automobile and light load vehicle washed in exchange for financial consideration.
- Office/Office Center. A building or complex of buildings used for conducting the affairs of the government, a business, such as, among other things, executive, management, administrative and professional, and other services, such as, among other things, real estate, property management, investment, medical, architect, engineer, travel, secretarial services, accounting organizations and associations and vehicle rental office without on-site storage of fleet vehicles, or like activity that may include ancillary services for office workers such as, among other things, a coffee shop, newspaper or candy stand.
- Restaurant or Cafeteria. An establishment where food and drink are prepared and consumed primarily on the premises. Drive-through windows are permitted.
- Retail Stores and Shops. An establishment engaged in the selling of goods and merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods.

No other land uses, including other land uses typically permitted in the General Commercial District (C-2) zoning classification, shall be allowed on the Property.



LINE	BEARING	DISTANCE
L1	S 62°32'00" E	45.51'
L2	N 53°33'00" E	30.84'

NOTE: Current zoning is C-2, (General Commercial District).

NOTE: The Bearings are based on the Texas State Plane NAD 83, Texas North Central Zone FIPSZONE 4204.

NOTE: This survey was prepared without the benefit of a title report or title commitment. There may be additional easements or encumbrances affecting this tract that are not shown herein.

FLOOD NOTE: By graphic plotting only, this property DOES appear to lie within a 100 year flood zone area, according to Flood Insurance Rate Map No. 48085C01E51, dated June 2, 2009, published by the Federal Emergency Management Agency.

UNLESS OTHERWISE AGREED TO IN WRITING, THE CITY OF MELISSA AND DEVELOPER AGREE THAT IF THE ABOVE-DESCRIBED PROPERTY LIES WITHIN THE SEWER AND/OR WATER CON AREA OF AN ENTITY OTHER THAN THE CITY OF MELISSA, DEVELOPER SHALL REIMBURSE THE CITY OF MELISSA OF ANY AND ALL COSTS ASSOCIATED WITH THE CITY OF MELISSA OBTAINING THE CCN TO SERVICE THE ABOVE DESCRIBED PROPERTY WITH WATER AND/OR SEWER.

BOUNDARY DESCRIPTION

ALL that certain 1.99 acre lot, tract or parcel of land situated in the William Fitzhugh Survey, Abstract No. 309, Collin County, Texas, and being all of a called 2.01 acre tract described in a deed from Anju & Sanjeev LLC to the City of Melissa, Texas as recorded in Instrument No. 20201102001924910, Official Public Records, Collin County, Texas, (O.P.R.C.C.T.), said 1.99 acre tract being described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found at the northwest corner of said 1.99 acre tract, the northeast corner of Lot 1C, Block 1, of the Ice Cube addition according to the plat thereof as recorded in Cabinet 2018, Page 650, Plat Records, Collin County, Texas, (P.R.C.C.T.), and on the south right-of-way line of State Highway 121, from which a 1/2" iron rod found at a northeast corner of said Lot 1C, Block 1, at a northeast corner of Lot 1AR, Block 1 of said Ice Cube Addition, and on said south right-of-way line bears S 53°33'00" W a distance of 184.60 feet for reference;

THENCE along the north line of said 1.99 acre tract and said south right-of-way line the following:
N 53°33'00" E a distance of 309.51 feet to an x-cut in concrete found at a northeast corner of said 1.99acre tract and at an angle point of said south right-of-way line;
S 62°32'00" E a distance of 45.51 feet to an x-cut in concrete found at an ell corner of said 1.99 acre tract and at an angle point of said south right-of-way line;
N 53°33'00" E a distance of 30.84 feet to a point for corner in at a northeast corner of said 1.99 acre tract, and on the west line of a 60 feet right-of-way dedication according to the plat thereof as recorded in Cabinet P, Page 757, P.R.C.C.T., and in Miller Road;

THENCE S 00°36'00" E along the east line of said 1.99 acre tract, the west line of said right-of-way dedication, the west line of a called 1.894 acre tract described in a deed to Richard F. Hoeningman and wife, Roberta Barnes Hoeningman as recorded in Instrument No. 18920211000089370, O.P.R.C.C.T., and generally along Miller Road at 334.78 feet passing a map nail found at the southwest corner of said 1.894 acre tract and the northwest corner of Eastwood Addition (an unrecorded plat), continuing along said course and along the east line of said 1.99 acre tract, the west line of said Eastwood Addition, and generally along Miller Road in all a total distance of 356.67 feet to a map nail found at the southeast corner of said 1.99 acre tract, on the north line of a 60' right-of-way dedication according to the plat thereof as recorded in Cabinet K, Page 592, P.R.C.C.T., and in Miller Road;

THENCE S 54°30'45" W along the south line of said 1.99 acre tract, the north line of said 60' right-of-way dedication, and a north line of Lot 1BR, Block 1, of said Ice Cube Addition a distance of 151.58 feet to a 1/2" iron rod and pink cap stamped "EST" found at the southwest corner of said 1.99 acre tract and an ell corner of said Lot 1BR, Block 1;

THENCE N 36°26'02" W along the west line of said 1.99 acre tract, an east line of said Lot 1BR, Block 1, and an east line of said Lot 1C, Block 1 a distance of 327.43 feet to the POINT OF BEGINNING and containing 1.99 acres of land, more or less.

KNOW ALL MEN BY THESE PRESENTS:

That I, Stephen A. Hudson, Registered Professional Land Surveyor, State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Melissa, Texas.

Stephen A. Hudson
Stephen A. Hudson, R.P.L.S. No. 4896



Date 01/06/2021

STATE OF TEXAS
COUNTY OF COLLINS

Before me, the undersigned authority, on this day personally appeared Stephen A. Hudson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and under the authority therein expressed.

GIVEN under my hand and seal of office this _____ day of _____, 20____

Notary Public for and in the State of Texas

Accepted this _____ day of _____, 20____, by the City Planning and Zoning Commission of the City of Melissa, Texas.

Chairman, Melissa Planning and Zoning Commission

Attest:

Secretary, Melissa Planning and Zoning Commission

Accepted by the City Council of the City of Melissa:

Mayor, City of Melissa

Date

The undersigned, the City Secretary of the City of Melissa, hereby certifies that the foregoing final plat of Kims's Korner ADDITION to the City of Melissa was submitted to the City Council on the _____ day of _____, 20____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his Name as hereinabove subscribed.

Witness my hand this _____ day of _____, 20____ A.D.

City Secretary, City of Melissa, Texas

NOW THEREFORE, KNOW ALL BY THESE PRESENTS:

That the CITY OF MELISSA, TEXAS, acting by and through its duly authorized agent of the property described in this plat does hereby adopt this plat, designating the property as Kims's Korner ADDITION, LOTS 1 AND 2, being a subdivision of a called 1.99 acre tract of land described in a deed to the CITY OF MELISSA, TEXAS, as recorded in instrument no. 20201102001924910, Official Public Records, Collin County, Texas, and to the hereby dedicated to the public use forever, the streets, roads, avenues, alleys, public areas shown thereon and does further dedicate to the public use forever the easements shown thereon for the purposes indicated. The CITY OF MELISSA, TEXAS acting by and through its duly authorized agent does herein certify the following:

- The streets, roads, avenues and alleys are dedicated for street, road and avenue purposes.
- All public improvements and dedications shall be free and clear of all debt, liens and/or encumbrances.
- The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat.
- All easements dedicated by this plat shall be open to, without limitation, all public and private utilities using or desiring to use the same for the purposes dedicated.
- No building, fence, tree, shrub, or other structure, improvement or growth shall be constructed, reconstructed or placed upon, over or across any easement dedicated by this plat, except that landscape improvements may be placed in landscape easements if approved by the City of Melissa.
- Provided any private improvements are placed in said rights-of-way, dedications and/or easements, in accordance with all applicable ordinances, rules, and regulations of the City of Melissa, such improvements shall be placed at no risk or obligation to the public and/or the City of Melissa, Collin County, Texas, and the City shall have no responsibility to repair or replace such improvements in, under or over any rights-of-way, dedications and/or easements if they are damaged or destroyed in the utilization of these rights-of-way, dedications and/or easements.
- Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Melissa's use thereof.
- The City of Melissa and any public or private utility shall have the right: (1) to remove and keep removed all or any part of any building, fence, tree, shrub, or other structure, improvement or growth which in any way may endanger or interfere with the construction, reconstruction, maintenance, operation or efficiency of such utility, and (2) of ingress and egress to or from and upon the such easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to, enlarging, or removing all or parts of its operation without the necessity at any time of procuring the permission of anyone.
- The maintenance of paving on utility easements and fire lanes is the responsibility of the property owner.
- All utility easements dedicated by this plat shall also include an additional area of working space for construction, reconstruction, additions, enlargements, and maintenance including such additional area necessary for installation and maintenance of manholes, clean outs, fire hydrants, water services and wastewater services from the main to the curb or pavement line.
- FURTHER, THE UNDERSIGNED OWNERS AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF MELISSA, COLLIN COUNTY TEXAS, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THE SHORT SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF MELISSA, COLLIN COUNTY, TEXAS ITS SUCCESSORS FROM LIABILITY FOR DAMAGES, INCLUDING THE COSTS OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF MELISSA, COLLIN COUNTY, TEXAS, ITS SUCCESSORS OR ASSIGNS.
- THE CITY OF MELISSA, COLLIN COUNTY, TEXAS, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS AND ITS CONTRACTORS, ARE HEREBY GRANTED A PERPETUAL EASEMENT WITH A RIGHT OF IMMEDIATE ENTRY AND CONTINUED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR OF STORM DRAINAGE, WATER AND SANITARY SEWER PIPES, MANHOLES AND OTHER UTILITY STRUCTURES OVER, UNDER AND ACROSS THE EASEMENTS SHOWN ON THE FACE OF THE PLAT.
- All modifications to this document shall be by means of plat and approved by the City of Melissa.
- The undersigned covenants and agrees that the access easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for the Fire Department, Police and emergency use in along, upon and across said premises, with the right and privilege at all times of the City of Melissa, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.
- The undersigned covenants and agrees that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface paved in accordance with City of Melissa standards and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking, loading, or unloading of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of pavement in accordance to City of Melissa standards of the fire lane easements is the responsibility of the owner, and the owner shall post and maintain signage in accordance to City of Melissa standards in conspicuous places along the fire lanes, stating "Fire Lane, No Parking". The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.
- This plat is hereby adopted by the Owners and approved by the City of Melissa subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The Portion of Lot 1R1, Melissa Industrial Park, as shown on the plat is called "Drainage and Floodway Easement". The Drainage and Floodway Easement within the limitof this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Floodway Easement. The City of Melissa will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence or any other structure within the Drainage and Floodway Easement, as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City of Melissa to consider channelizing or erecting any type of drainage structure in order to improve the storm drainage, then in such event, the City of Melissa shall have the right, but not the obligation, to enter upon the Easement at any point, or points, with all rights of ingress and egress to investigate, survey, or to erect, construct and maintain any drainage facility y deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Floodway Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City of Melissa shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. In the event that property owners do not properly maintain or repair the Easement in accordance with the City of Melissa laws, the City of Melissa has the right, but not the obligation, to enter upon the Easement at any point, or points, to investigate, survey or to erect, construct, maintain and/or repair any drainage facility, conduct emergency repairs or supervise the work of others deemed necessary, as solely determined by the City of Melissa, for drainage purposes after providing ten (10) days written notice to the property Owners and the failure of the property Owners to undertake such required repairs and/or maintenance and diligent completion of such repairs and/or maintenance. The natural drainage through the Drainage and Floodway Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The property owners shall be liable to the City of Melissa for any costs the City of Melissa incurs as a result of any maintenance or repairs implemented by the City of Melissa. The City of Melissa shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, nor resulting from the failure of any structure or structures, within the Easement, and the owners hereby agree to indemnify and hold harmless the City of Melissa from any such damages and injuries.

This plat approved subject to all applicable ordinances, rules, regulations, and resolutions of the City of Melissa, Texas.

WITNESS, my hand at Melissa, Texas, this the _____ day of _____, 20____

Authorized Agent
CITY OF MELISSA, TEXAS

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and under the authority therein expressed.

GIVEN under my hand and seal of office this the _____ day of _____, 20____

Notary Public for and in the State of Texas

FINAL PLAT OF KIM'S KORNER

BEING A SUBDIVISION OF A CALLED 1.99 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF MELISSA, TEXAS, AS RECORDED IN INSTRUMENT NO. 20201102001924910, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SITUATED IN THE WILLIAM FITZHUGH SURVEY, ABSTRACT NO. 309.

LEGEND		Overhead Powerline	Pipe Fence
PP/3	Power Pole	—	—
WM/3	Water Meter	—	—
EM/3	Electric Meter	—	—
TP/3	Telephone Pedestal	—	—
FO/3	Fiber Optic Marker	—	—
UM/3	Unknown Manhole	—	—
CO/3	Clean Out	—	—
SS/3	Sanitary Sewer Manhole	—	—
LP/3	Light Pole	—	—
WV/3	Water Valve	—	—
FD/3	Fire Hydrant	—	—
CM	Control Monument	—	—
▲	Mag Nail Found	—	—
●	Calculated Point	—	—
—	X-cut in Concrete Found	—	—
●	1/2" Iron Rod Found	—	—
●	1/2" Iron Rod Set	—	—
●	w/Pink Cap Stamped "EST"	—	—
○	1/2" Iron Rod Found	—	—
○	w/Cap Stamped "EST"	—	—



101 Bill Bradford Road, Suite 13
Sulphur Springs, Texas 75482
Phone: 903-438-2400 Fax: 903-438-9955
Firm License No. 10024400
www.estinc.com

REPLAT	SCALE: 1"=30'
	DATE: 01/06/2021
	SURVEYED BY: A.A.
	DRAWN BY: F.D.
	TECHNICIAN: F.D.
	JOHN NO. 6010486
SHEET 1 OF 1	
REVISIONS:	

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Toby Baker, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

March 22, 2021

Mr. Jason Little, via email
City of Melissa
3411 Barker Ave.
Melissa, TX 75454

Re: Release Determination Activities at Family Fare, 2322 Sam Rayburn Hwy., Melissa,
Colin County, Texas
Regulated Entity No. RN101552883; Customer No. CN600661193
PST Facility ID No. 6315; RDR ID No. 29573; R - 4

Dear Mr. Little:

The Texas Commission on Environmental Quality (TCEQ) has reviewed the release determination information dated January 7, 2021. The facility to which this information refers was previously assigned Leaking Petroleum Storage Tank (LPST) ID No. 110199 and was closed with conditions as specified in the final concurrence letter dated August 31, 2004. The January 7, 2021 information does not appear to indicate that further action is required, provided that it is correct and representative of actual site conditions, and that any conditions from the previous LPST case closure continue to be satisfied.

Please note that if underground or aboveground storage tanks remain or are installed at this site, they continue to be subject to TCEQ tank registration, self-certification, financial assurance, and technical standards provisions.

Should you have questions, please contact Michelle A. Ogee, the Project Manager, at michelle.ogee@tceq.texas.gov or (512) 239-0126. Your cooperation in this matter has been appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "DL", is placed above the typed name of the sender.

Danielle Lesikar, Team Leader
PST/DCRP Section
Remediation Division

DEL/MAO/del
RDR29573.RDR-NoLeaker6A.docx

cc: Former LPST No. 110199 file
Ms. Amy Gilbreath, Environmental Logistics Company, LLC, via email

APPENDIX A

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

Mr. Little:

This response is being submitted by the undersigned, on behalf of the Respondent

_____.

The person signing this response on behalf of the Respondent represents to the City that:

- 1) The information provided herein is true, complete and accurate to the best of the knowledge and belief of the undersigned; and
- 2) Respondent has received any Addenda to this RFP.

Executed this _____ day of _____, 2026.

RESPONDENT:

By: _____

Name: _____

Title: _____

APPENDIX B

RESPONDENT'S QUESTIONNAIRE FOR 2026-001 RFP

In addition to the information requested in the main body of the RFP, Respondents are required to submit a complete response to each of the items listed below. Responses requiring additional space should be brief and submitted as an attachment to the Respondent's Questionnaire. For purposes of this Appendix B, "entity" shall mean the development entity and any affiliate or partner thereof with more than a ten (10%) percent ownership interest in such development entity.

1. Legal name of the development entity:

Physical Address:

Telephone Number _____ Fax Number _____

Website: _____

Number of years in business: _____

Type of Operation: Individual _____ Partnership _____ Corporation _____

Number of Employees: _____

2. Name, email address and phone number (including mobile phone number) of development team's primary point of contact for this RFP.

3. Provide a financial rating of your entity and any documentation (e.g. a Dunn & Bradstreet analysis), which indicates the financial stability of the entity.

4. Provide any details of all past or pending litigation or claims filed against your entity arising out of, or in connection with, your entity's performance under a contract for development or other services. Describe how such suit or claims were resolved or current status.

5. Is your entity currently in default on any loan or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s) and details.

6. Does any relationship exist between your entity and any of the City's officers, employees or associated entities whether by relative, business associate, capital funding agreement or any other such kinship? If yes, please explain.

7. What difficulties do you anticipate in partnering with the City; how do you plan to manage these; and what assistance will you require? Describe your entity's past performance on other agreements with the City (e.g. cost control, cost savings, schedule control).

8. Offer to Purchase: \$_____.

APPENDIX C
PROPOSAL FOR SUBJECT TRACT