



**AGENDA
CITY COUNCIL SPECIAL MEETING
OCTOBER 27, 2025**

1371 WEST FM 550 - McLendon-Chisholm, Texas 75032 5:30 PM

1. CALL TO ORDER

2. EXECUTIVE SESSION

The City Council for the City of McLendon-Chisholm, Texas, reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, §551.072 - Real Property; §551.073 - Prospective Gifts; §551.074 - Personnel Matters; §551.076 - Security Devices; §551.086 - Utility Competitive Matters; and §551.087 - Economic Development Negotiation

3. INVOCATION AND PLEDGE

4. RULES OF DECORUM

5. PUBLIC HEARING

5.1. Public Hearing to receive comments on a special use permit for a detached guesthouse on property located at 1395 E FM 550, Rockwall, Texas.

5.2. Public Hearing to receive comments on an Ordinance Amendment to the City's Comprehensive Zoning Ordinances approving a Chapter 14A, "Zoning Ordinance", Article 4, "Zoning Districts", Section 4-8, "General Business District" to regulate noise, light and sound in the General Business District, amended by adding subsections 4-8 (K) .

6. CITIZEN COMMENTS

7. CONSENT AGENDA

7.1. Discuss and consider approval of a final plat combining tract into one lot. This subject property is located at 247 Stevens Road in the Extra-Territorial Jurisdiction of McLendon-Chisholm.

7.2. Consider approving the minutes from Oct 14, 2025 City Council Meeting.

8. PRESENTATION

8.1. Presentation by P3Works, LLC on the establishment and administration of special financing districts, including Public Improvement Districts (PIDs).

9. ITEMS FOR DISCUSSION

- 9.1. Discuss and consider approval of the request to construct a new residence and designate the existing structure as a detached guesthouse for the subject property located at 1395 E. FM 550 in the Single Family Residential Zoning District.
- 9.2. Discuss and consider approval of a site plan for a convenience store with fuel sales. This site is located on the east side of the corner of SH 205 and FM 550. Rockwall CAD # 11384
- 9.3. Discuss results of the Request for Proposals (RFP) for street repairs and culvert replacements on designated roadway and consider direction to staff for next steps.

10. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

The City Council will have an opportunity to address items of community interest including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of McLendon-Chisholm; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of McLendon-Chisholm that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of McLendon-Chisholm; and announcements involving an imminent threat to the public health and safety of people in the City of McLendon-Chisholm that has arisen after posting the agenda.

11. ADJOURN

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session in order to seek confidential legal advice from the City Attorney on any agenda item herein.

I, Angela Jennings, do hereby certify that the above Notice of Meeting of the City Council of McLendon-Chisholm, Texas was posted or before 5:00 p.m., Oct 20, 2025 on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM, TEXAS AMENDING THE ZONING ORDINANCE, AS HERETOFORE AMENDED, BY AMENDING ARTICLE 4 “ZONING DISTRICTS”, SECTION 4-8 “GENERAL BUSINESS DISTRICT” BY SETTING HOURS OF OPERATION, REGULATING NOISE AND LIGHT AND SOUND IN THE GENERAL BUSINESS (“GB”) ZONING DISTRICT FOR RESTAURANTS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the City Council has determined that establishing additional development standards for restaurants within the General Business District will promote compatibility with adjacent residential areas and protect the public’s health, safety, and welfare; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of two public hearings pursuant to Sec. 211.006(b) of the Texas Local Government Code; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the second public hearing for the requested rezoning, and the City Council deems it appropriate to grant the requested rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct and are fully incorporated into this Ordinance by reference.

Section 2. Chapter 14A, “Zoning Ordinance”, Article 4, “Zoning Districts”, Section 4-8, “General Business District”, is hereby amended by adding the following subsection 4-8(K) and which subsection shall read as follows:

Sec. 4-8 General Business District.

(a) Purpose and Applicability

This section establishes regulations for restaurants that do not serve alcoholic beverages and are located within **300 feet** of any parcel zoned for residential use. These provisions are intended to preserve neighborhood character, protect residents from late-night disturbances, and minimize adverse lighting and noise impacts. For the purposes of this section, “restaurant” shall mean an establishment primarily engaged in the preparation and sale of food for on-premises consumption and not licensed to serve alcoholic beverages.

(b) Hours of Operation

1. Restaurants in this section hours of operation for restaurants are limited to no later than 12:00 a.m. Restaurants subject to this section shall not operate later than 12:00 A.M. This limitation applies to dine-in, take-out, and drive-through services.

(c) Noise and Sound Restrictions

1. Outdoor amplified sound, including music, public address systems, or speaker systems, is prohibited after 10:00 PM on Sunday through Thursday and 11:00 PM Friday and Saturday.

2. At all times, noise levels at the nearest residential property line (measured from the property line on which the restaurant is located to the property line of the nearest residence) shall not exceed:

○ **85 dB(A)** between 7:00 a.m. and 10:00 p.m.

○ **70 dB(A)** between 10:00 p.m. and 7:00 a.m.

The above section (B)(2) does not apply to a food service establishment that is located within 300 feet of a residence that was occupied before any food service establishment was located on the property. For such establishments, noise levels at the nearest residential property line (measured from the property line on which the restaurant is located to the

property line of the nearest residence) shall not exceed: 85dB(A) between 7:00 AM and 10:00PM and 45dB(A) between 10:00 PM and 7:00AM.

Plainly Audible Standard

After 10:00 p.m. on Sunday through Thursday and after 11:00 p.m. on Friday and Saturday, no person shall operate or permit any amplified sound, music, or other noise associated with a restaurant use that is plainly audible at or beyond the property line of any residentially zoned or occupied parcel. "Plainly audible" means any sound that can be clearly identified and understood, such as music, bass, lyrics, or spoken words, without the aid of a sound-level meter. This provision may be enforced independently of the decibel limits specified above.

(d). Exterior Lighting Regulations

1. Fixture Type and Mounting

○ Pole-mounted lighting fixtures are prohibited restaurants located within 300 feet of a residentially zoned parcel.

All luminaires must be full cutoff. Floodlights must be aimed no higher than 45 degrees below horizontal. This can be accomplished using full-cutoff fixture design, shielding, visors, louvers or other devices.

Exterior lighting must have soft, indirect illumination concealed behind landscaping or placed in outdoor lighting fixtures that do not produce direct glare. Lighting must be focused on and provide the minimum amount of illumination required for safety.

On-site lighting design must be used to identify and illuminate entries, walks and parking areas. Site lighting used for building illumination must be down wall washing only.

Security lighting must be designed to avoid glare and must direct light toward the building or storage area instead of away. Security lighting must be designed to avoid glare and directed toward the building or on-site amenities, including but not limited to parking areas, walkways, or storage areas consistent with the standards set forth in this ordinance.

All building-mounted lighting installations associated with nonresidential concept plans, site plans, or planned developments shall be subject to city staff and board review.

2. Light Trespass Limits

No line of sight to a bulb is permitted five feet or more beyond a residential property line or public street right-of-way by an observer viewing from a position that is level with or higher

than the ground below the fixture. Compliance is achieved with full cutoff fixtures, fixture shielding, directional control designed into the fixture, fixture location, fixture height, fixture aim or a combination of these factors.

3. Hours of Operation for Lighting

○ Non-security lighting must be turned off by 10:00 p.m., or within one hour after business closing, whichever is later.

○ Security lighting may remain operational but must be dimmed to 50% of normal output during overnight hours. Security lighting may remain on but must be dimmed to 50% of normal output overnight between 10:00 PM and 7:00 AM.

(e) Measurement and Enforcement

1. Distance Measurement: Measured in a straight line from the restaurant's nearest property line to the nearest property line of the residentially zoned parcel. Measured in a straight line, without regard to intervening structures, from the nearest property line of the restaurant use to the nearest property line of the residentially zoned and/or occupied property line.

2. Noise Measurement: Taken with a calibrated sound level meter, using A-weighted decibels (dB(A)) in accordance with ANSI standards.

3. Lighting Measurement: Taken using a calibrated light meter in accordance with IESNA standards.

4. Enforcement: The City's Code Compliance Officer or Zoning Administrator is authorized to conduct inspections and enforce compliance.

(f) Variances

In accordance with the provisions of the Chapter 211 of the Local Government Code, and this Zoning Ordinance, the Board of Adjustment (BOA) has the authority to hear and take final action on requests for a Variance from standards as set forth in this section.

Section 3. That all ordinances of the City of McLendon-Chisholm, Texas in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City of McLendon-Chisholm, Texas not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of McLendon-Chisholm, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

DULY PASSED by the City Council of the City of McLendon-Chisholm, Texas, this the __th day of ____ 2025.

APPROVED:

By:

Bryan McNeal, Mayor

ATTEST:

By:

Angela Jennings, City Secretary



PLANNING AND ZONING COMMISSION– CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: October 21st, 2025

Applicant: Patience Hawkins
CBG Surveying
1413 E Interstate 30
Garland, TX 75043

Property owner: Sarah and Zachary Simmons

Subject Property: The subject property is a 5-acre tract located in the extra-territorial jurisdiction of McLendon-Chisholm.

PLANNING AND ZONING COMMISSION- CITY OF MCLENDON-CHISHOLM, TEXAS

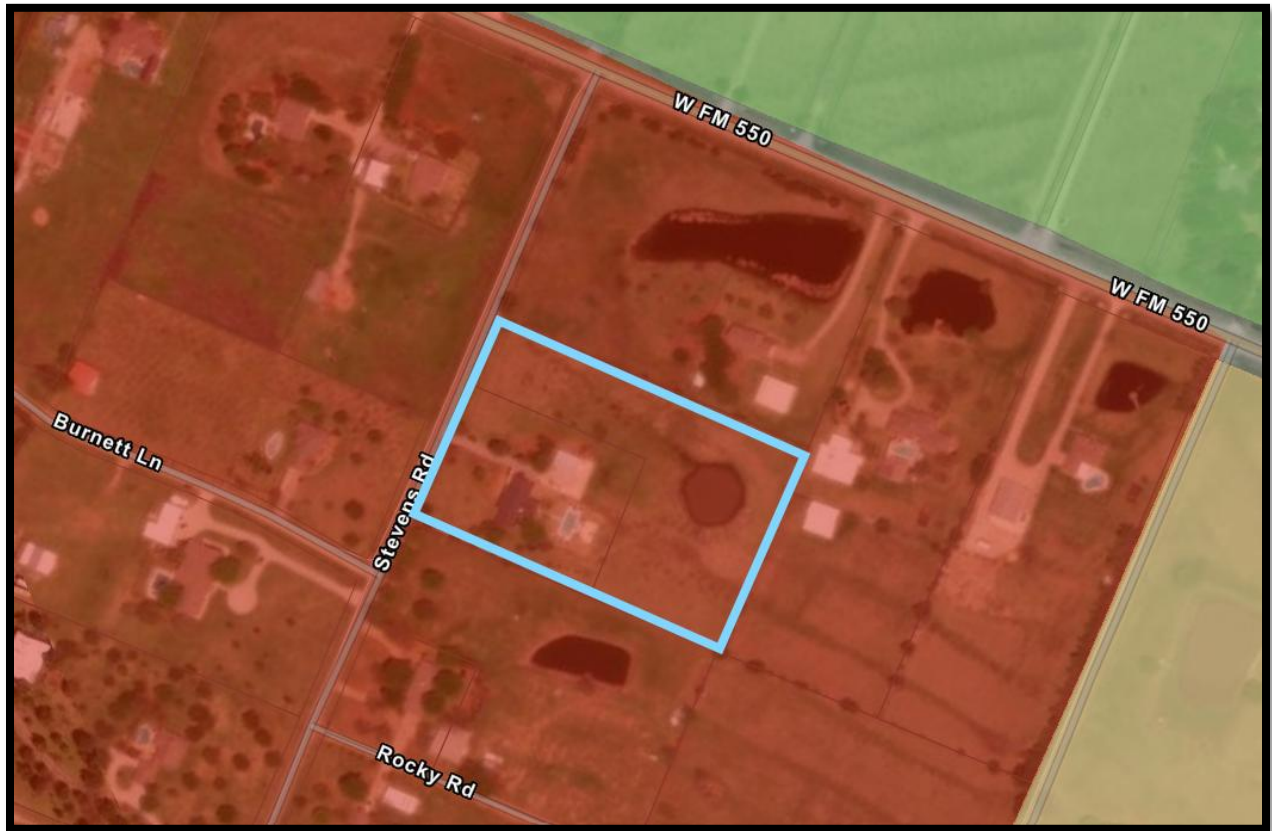
REQUEST:

The applicant is requesting approval of a final plat to combine the tract into one lot.

STAFF RECOMMENDATION: Approval. The application is administratively complete and conforms to the City of McLendon-Chisholm ordinances.

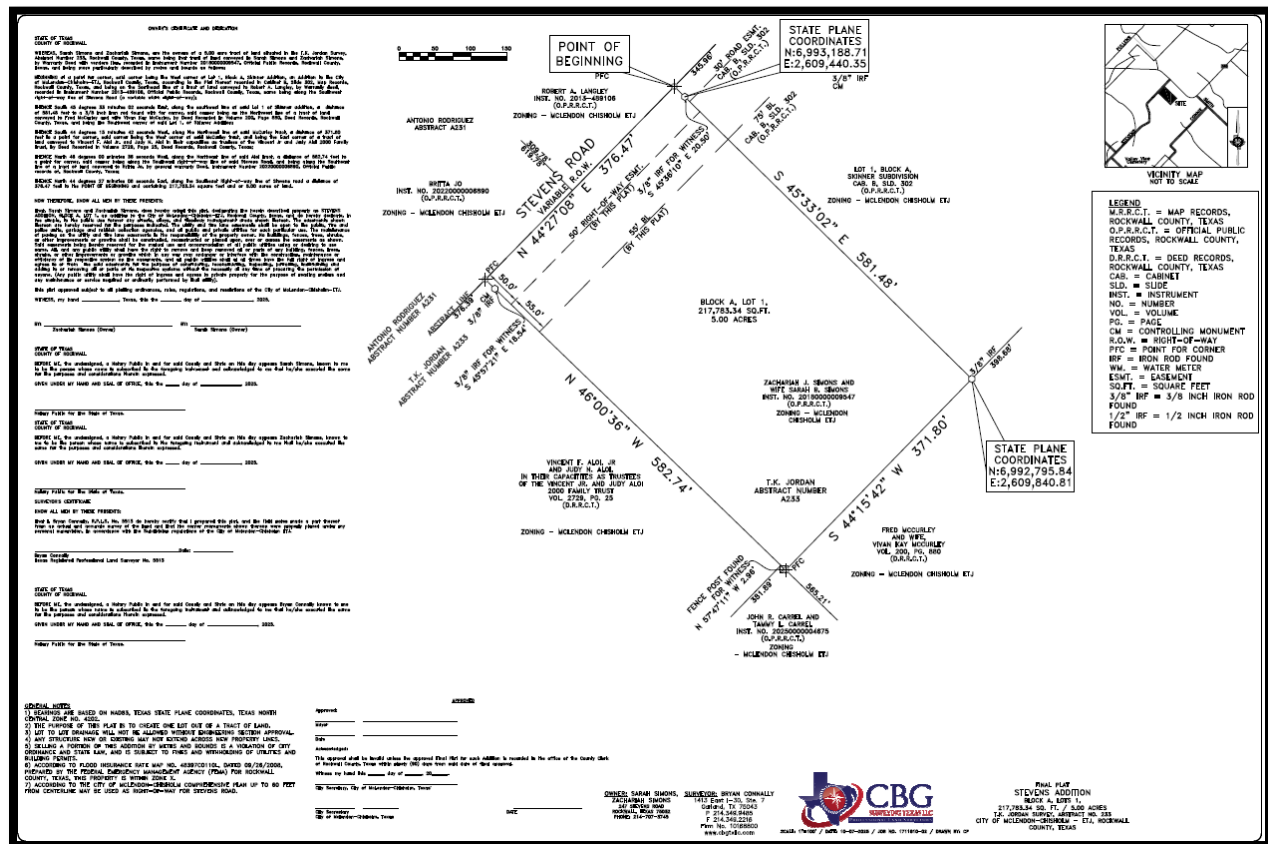
NOTE: Full sized copies of the final plat are available for review at McLendon-Chisholm City Hall.

Zoning Map:



THIS AREA INTENTIONALLY LEFT BLANK

Final Plat:



OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS
COUNTY OF ROCKWALL

WHEREAS, Sarah Simons and Zachariah Simons, are the owners of a 5.00 acre tract of land situated in the T.K. Jordan Survey, Abstract Number 233, Rockwall County, Texas, same being that tract of land conveyed to Sarah Simons and Zachariah Simons, by Warranty Deed with vendors lien, recorded in Instrument Number 20180000009547, Official Public Records, Rockwall County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a point for corner, said corner being the West corner of Lot 1, Block A, Skinner Addition, an Addition to the City of McLendon-Chisholm-ETJ, Rockwall County, Texas, according to the Plat thereof recorded in Cabinet B, Slide 302, Map Records, Rockwall County, Texas, and being on the Southeast line of a tract of land conveyed to Robert A. Langley, by Warranty deed, recorded in Instrument Number 2013-489106, Official Public Records, Rockwall County, Texas, same being along the Southwest right-of-way line of Stevens Road (a variable width right-of-way);

THENCE South 45 degrees 33 minutes 02 seconds East, along the southwest line of said Lot 1 of Skinner addition, a distance of 581.48 feet to a 3/8 inch iron rod found with for corner, said corner being on the Northwest line of a tract of land conveyed to Fred McCurley and wife Vivan Kay McCurley, by Deed Recorded in Volume 200, Page 880, Deed Records, Rockwall County, Texas, and being the Southwest corner of said Lot 1, of Skinner Addition;

THENCE South 44 degrees 15 minutes 42 seconds West, along the Northwest line of said McCurley tract, a distance of 371.80 feet to a point for corner, said corner being the West corner of said McCurley tract, and being the East corner of a tract of land conveyed to Vincent F. Alai Jr. and Judy N. Alai in their capacities as trustees of the Vincent Jr and Judy Alai 2000 Family Trust, by Deed Recorded in Volume 2729, Page 25, Deed Records, Rockwall County, Texas;

THENCE North 46 degrees 00 minutes 36 seconds West, along the Northeast line of said Alai tract, a distance of 582.74 feet to a point for corner, said corner being along the Southeast right-of-way line of said Stevens Road, and being along the Southeast line of a tract of land conveyed to Britta Jo, by general warranty Deed, Instrument Number 20220000006890, Official Public records of, Rockwall County, Texas;

THENCE North 44 degrees 27 minutes 08 seconds East, along the Southeast Right-of-way line of Stevens road a distance of 376.47 feet to the POINT OF BEGINNING and containing 217,783.34 square feet and or 5.00 acres of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Sarah Simons and Zachariah Simons, does hereby adopt this plat, designating the herein described property as STEVENS ADDITION, BLOCK A, LOT 1, an addition to the City of McLendon-Chisholm-ETJ, Rockwall County, Texas, and do hereby dedicate, in fee simple, to the public use forever any streets, alleys, and floodway management areas shown thereon. The easements shown thereon are hereby reserved for the purposes indicated. The utility and fire lane easements shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility and fire lane easements is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance or service required or ordinarily performed by that utility).

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of McLendon-Chisholm-ETJ.

WITNESS, my hand _____, Texas, this the _____ day of _____, 2025.

BY: _____ Zachariah Simons (Owner) BY: _____ Sarah Simons (Owner)

STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day appears Sarah Simons, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public for The State of Texas.

STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day appears Zachariah Simons, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public for The State of Texas.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Bryan Connally, R.P.L.S. No. 5513 do hereby certify that I prepared this plat, and the field notes made a part thereof 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 McLendon-Chisholm ETJ.

_____, Date: _____
Bryan Connally
Texas Registered Professional Land Surveyor No. 5513

STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day appears Bryan Connally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public for The State of Texas.

GENERAL NOTES

- 1) BEARINGS ARE BASED ON NAD83, TEXAS STATE PLANE COORDINATES, TEXAS NORTH CENTRAL ZONE NO. 4202.
- 2) THE PURPOSE OF THIS PLAT IS TO CREATE ONE LOT OUT OF A TRACT OF LAND.
- 3) LOT TO LOT DRAINAGE WILL NOT BE ALLOWED WITHOUT ENGINEERING SECTION APPROVAL.
- 4) ANY STRUCTURE NEW OR EXISTING MAY NOT EXTEND ACROSS NEW PROPERTY LINES.
- 5) SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- 6) ACCORDING TO FLOOD INSURANCE RATE MAP NO. 48397C0110L, DATED 09/26/2008, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR ROCKWALL COUNTY, TEXAS, THIS PROPERTY IS WITHIN ZONE X.
- 7) ACCORDING TO THE CITY OF MCLENDON-CHISHOLM COMPREHENSIVE PLAN UP TO 60 FEET FROM CENTERLINE MAY BE USED AS RIGHT-OF-WAY FOR STEVENS ROAD.

APPROVED

Approved:

Mayor _____

Date _____

Acknowledged:

This approval shall be invalid unless the approved Final Plat for such Addition is recorded in the office of the County Clerk of Rockwall County, Texas within ninety (90) days from said date of final approval.

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

City Secretary, City of McLendon-Chisholm, Texas

City Secretary _____
City of McLendon-Chisholm, Texas

DATE _____

OWNER: SARAH SIMONS,
ZACHARIAH SIMONS
247 STEVENS ROAD
ROCKWALL, TEXAS 75032
PHONE: 214-707-3745

SURVEYOR: BRYAN CONNALLY
1413 East I-30, Ste. 7
Garland, TX 75043
P 214.349.9485
F 214.349.2216
Firm No. 10168800
www.cbgtxllc.com



SCALE: 1"=100' / DATE: 10-07-2025 / JOB NO. 1711610-02 / DRAWN BY: CP

FINAL PLAT
STEVENS ADDITION
BLOCK A, LOTS 1,
217,783.34 SQ. FT. / 5.00 ACRES
T.K. JORDAN SURVEY, ABSTRACT NO. 233
CITY OF MCLENDON-CHISHOLM - ETJ, ROCKWALL
COUNTY, TEXAS



POINT OF
BEGINNING

ROBERT A. LANGLEY
INST. NO. 2013-489106
(O.P.R.R.C.T.)

ZONING - MCLENDON CHISHOLM ETJ

ANTONIO RODRIGUEZ
ABSTRACT A231

BRITTA JO
INST. NO. 20220000006890
(O.P.R.R.C.T.)

ZONING - MCLENDON CHISHOLM ETJ

STATE PLANE
COORDINATES
N:6,993,188.71
E:2,609,440.35

3/8" IRF
CM

LOT 1, BLOCK A,
SKINNER SUBDIVISION
CAB. B, SLD. 302
(O.P.R.R.C.T.)

ZONING - MCLENDON CHISHOLM ETJ

BLOCK A, LOT 1,
217,783.34 SQ.FT.
5.00 ACRES

ZACHARIAH J. SIMONS AND
WIFE SARAH B. SIMONS
INST. NO. 20180000009547
(O.P.R.R.C.T.)

ZONING - MCLENDON
CHISHOLM ETJ

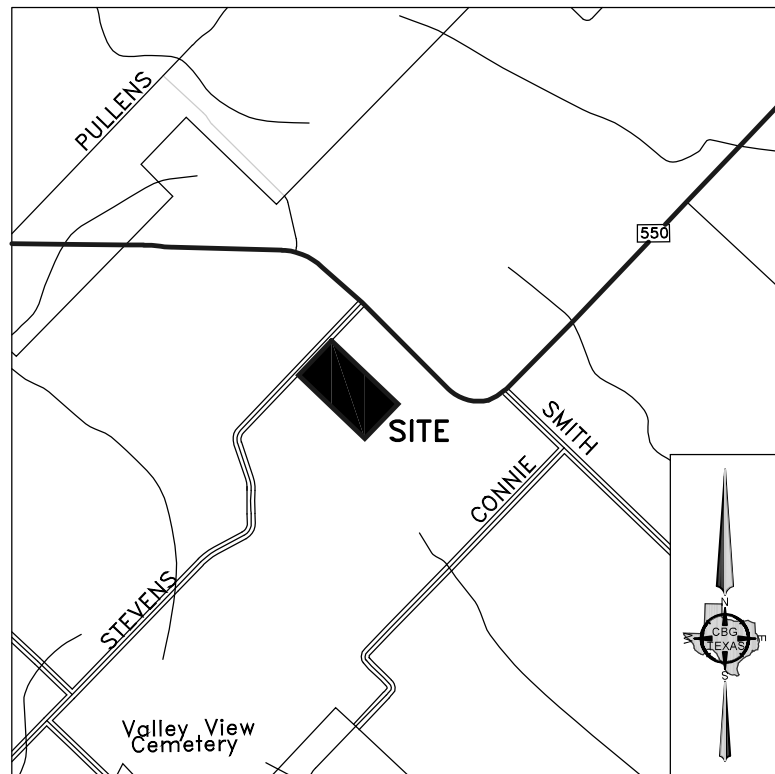
T.K. JORDAN
ABSTRACT NUMBER
A233

FRED MCCURLEY
AND WIFE,
VIVAN KAY MCCURLEY
VOL. 200, PG. 880
(D.R.R.C.T.)

ZONING - MCLENDON CHISHOLM ETJ

JOHN R. CARREL AND
TAMMY L. CARREL
INST. NO. 20250000004675
(O.P.R.R.C.T.)

ZONING
- MCLENDON CHISHOLM ETJ



VICINITY MAP
NOT TO SCALE

LEGEND

M.R.R.C.T. = MAP RECORDS,
ROCKWALL COUNTY, TEXAS
O.P.R.R.C.T. = OFFICIAL PUBLIC
RECORDS, ROCKWALL COUNTY,
TEXAS
D.R.R.C.T. = DEED RECORDS,
ROCKWALL COUNTY, TEXAS
CAB. = CABINET
SLD. = SLIDE
INST. = INSTRUMENT
NO. = NUMBER
VOL. = VOLUME
PG. = PAGE
CM = CONTROLLING MONUMENT
R.O.W. = RIGHT-OF-WAY
PFC = POINT FOR CORNER
IRF = IRON ROD FOUND
WM. = WATER METER
ESMT. = EASEMENT
SQ.FT. = SQUARE FEET
3/8" IRF = 3/8 INCH IRON ROD
FOUND
1/2" IRF = 1/2 INCH IRON ROD
FOUND



City of McLendon-Chisholm Staff Report

Date: October 27, 2025

Agenda Item: Receive a presentation from P3Works, LLC on the establishment and administration of special financing districts, including Public Improvement Districts (PIDs).

Background:

City council will receive a "PID 101" presentation from P3Works. The purpose of the presentation is to provide education and background to the City Council and staff on how the PID (Public Improvement District) process works. The presentation will outline the end-to-end PID lifecycle, clarify roles and responsibilities, and present the assessment methodology, expected timelines, and key council actions. The presentation also discusses the Sonoma Verde North PID that was created earlier this year based on a development agreement executed in February 2025. The PID encompasses approximately 314.7 acres and is anticipated to consist of approximately 672 homes. It is anticipated the developer will request assessments be levied in the first quarter of 2026 against property in the first phase of development.



CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: October 27th, 2025

Applicant: Tim Seymore

Property owner: Tim Seymore

Subject Property: The subject property is a 23.10 -acre lot located in the Single Family 2.5 District.

CITY COUNCIL - CITY OF MCLENDON-CHISHOLM, TEXAS

BACKGROUND INFORMATION:

The applicant plans to construct a new primary residence and designate the existing structure as a detached guesthouse incidental to the main dwelling. The property complies with all zoning and land-use regulations, with platting approved by City Council on September 23, 2025. The proposal is consistent with the intent of the zoning district and the Comprehensive Plan's emphasis on preserving low-density residential character.

REQUEST:

The applicant is requesting approval of a detached dwelling guesthouse.

STAFF RECOMMENDATION:

Approval of a detached dwelling guesthouse.

NOTES:

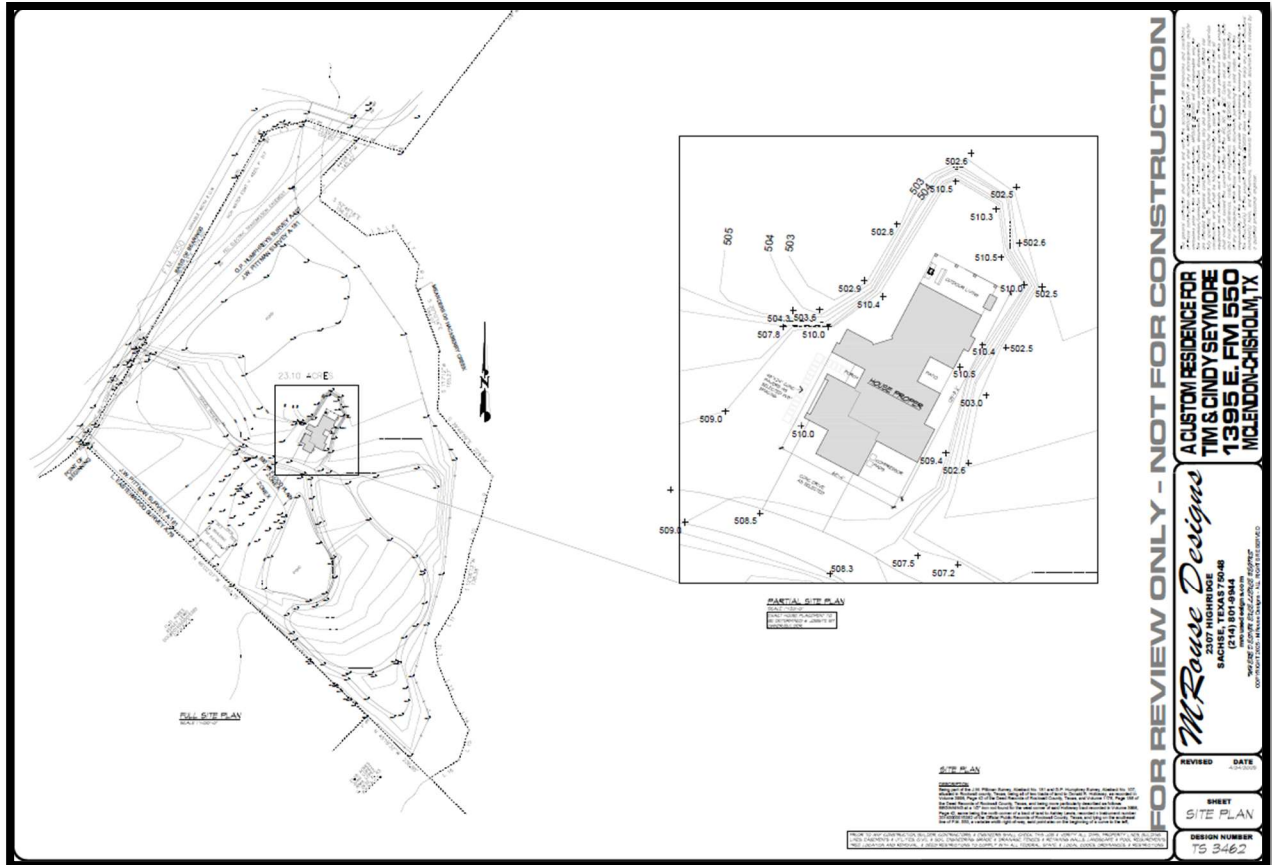
1. The proposed primary structure, currently pending permit approval with Burgess, complies with the area regulations and development standards of the Single-Family SF-2.5 Zoning District. Issuance of the Burgess building permits are contingent upon approval of this Specific Use Permit request.
2. The existing structure's setbacks and dimensions conform to the requirements of the McLendon-Chisholm Zoning Ordinance.

Zoning Map:



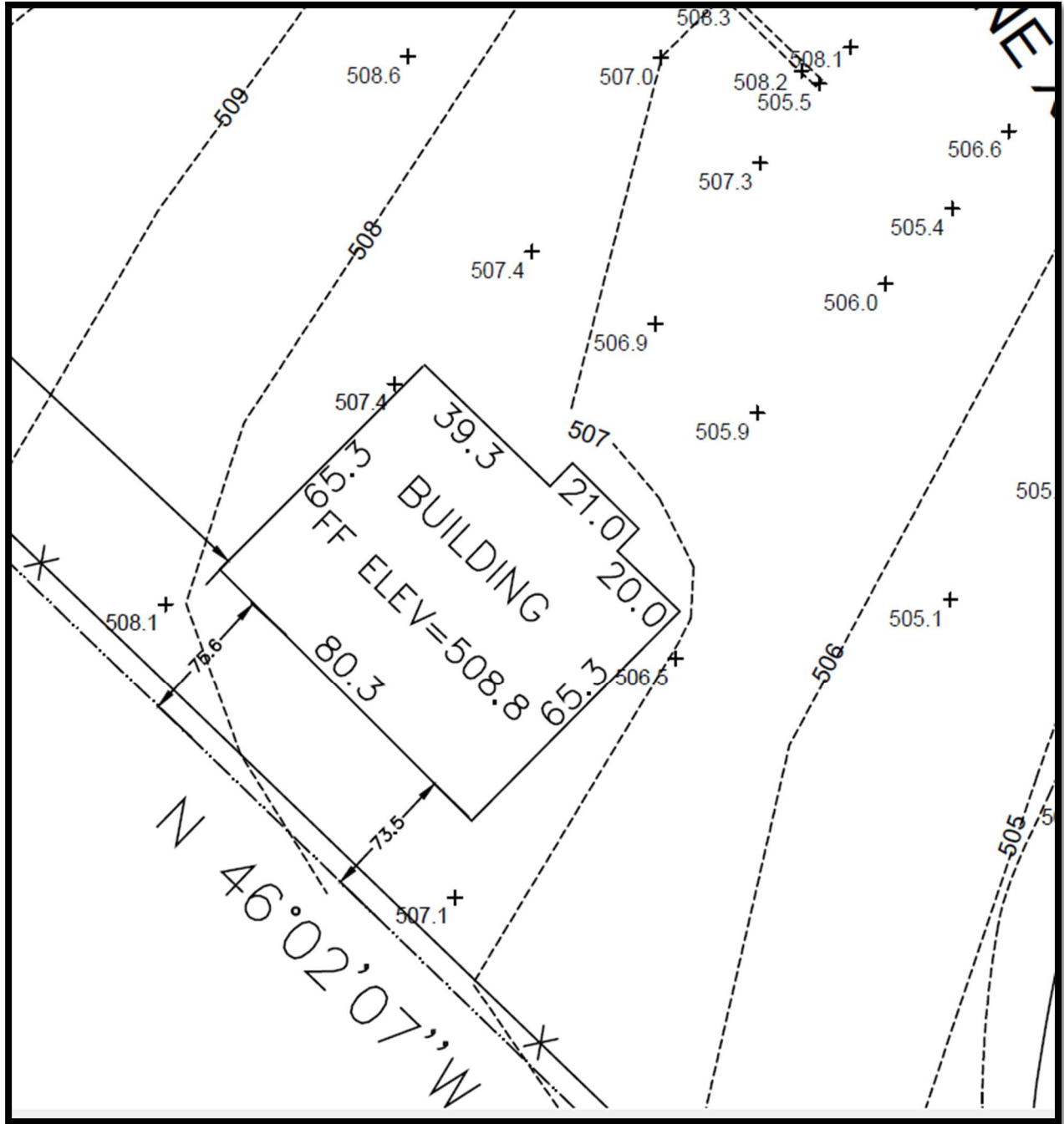
THIS AREA INTENTIONALLY LEFT BLANK

Plot Plan:

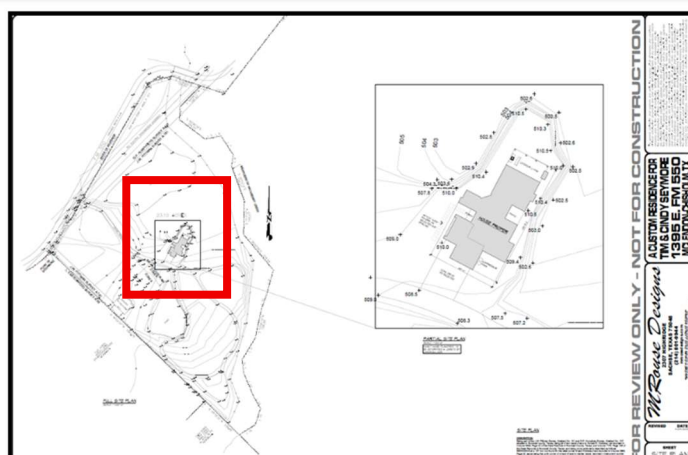
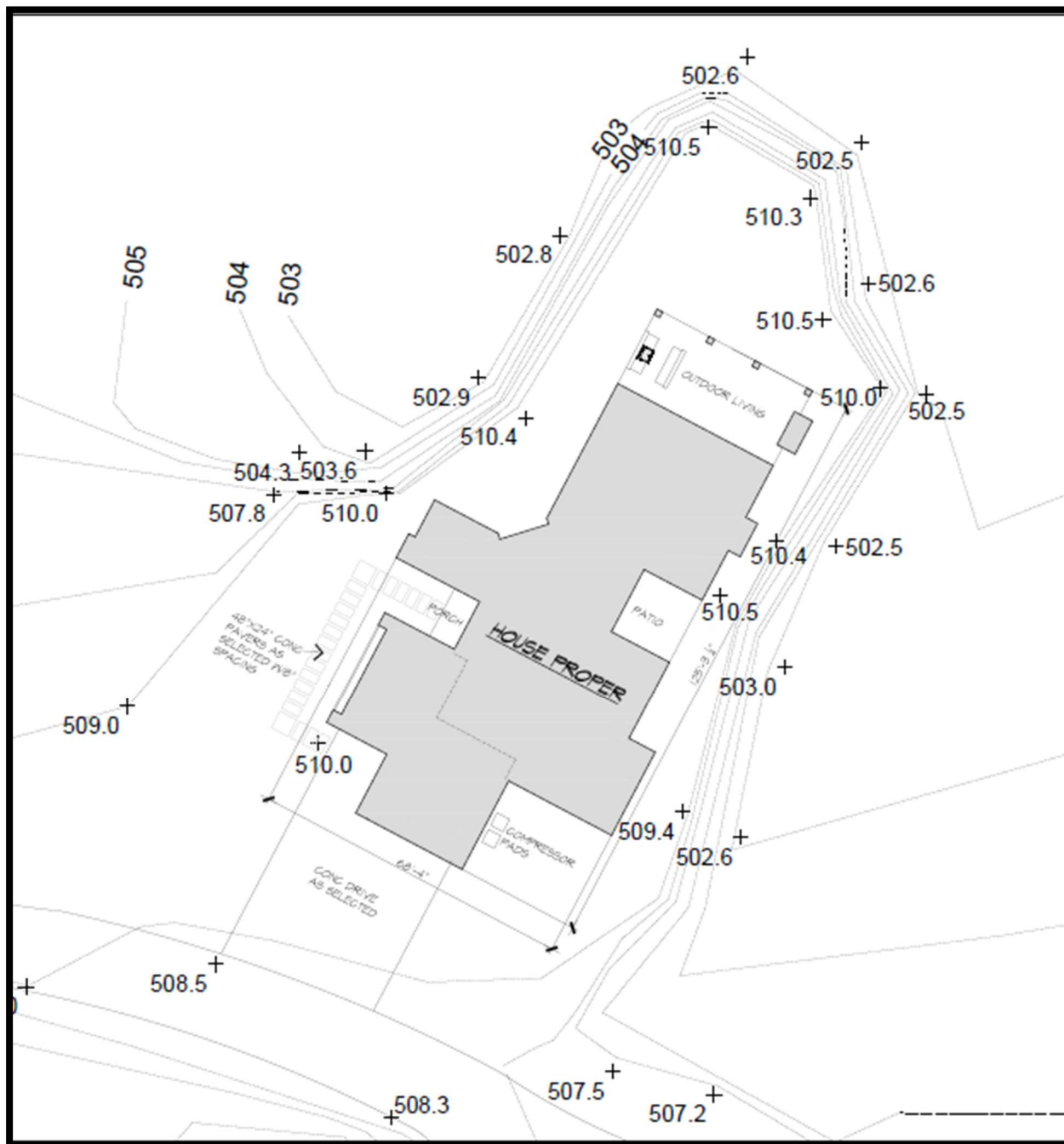


THIS AREA INTENTIONALLY LEFT BLANK

Plot Plan, existing guesthouse:



Proposed Primary Residence:





CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: October 27th, 2025

Applicant: Brian Berry
2 Essex Court
Heath, Texas 75032

Representative: Moises Castro

Property owner: 7.0 Holdings

Location: The subject property consists of approximately 1.367 acres on a single lot within the Crossroads Planned Development District, with a base zoning designation of "GB" General Business. The site is located on the east side, at the hard corner of SH 205 and FM 550 and is identified by Rockwall CAD Property ID 11384.

CITY COUNCIL MEETING DATE: October 27th, 2025

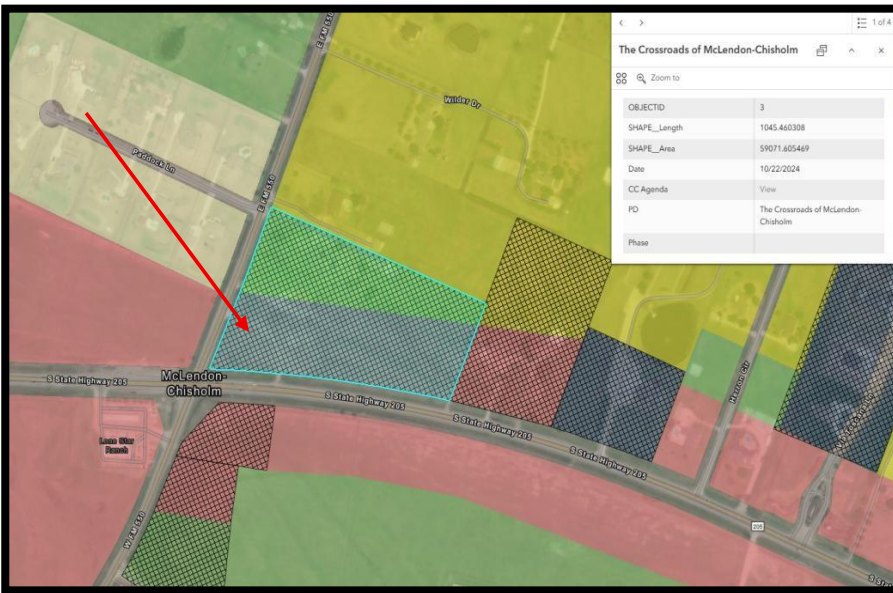
REQUEST:

The applicant is requesting approval of a site plan for a convenience store with fuel sales. This application is administratively complete and in conformity with the City of McLendon-Chisholm Code of Ordinances.

STAFF RECOMMENDATION: Approval subject to conditions:

1. Engineering approval

Zoning Map (General Location):



Comprehensive Plan:



THIS AREA INTENTIONALLY LEFT BLANK



City of McLendon-Chisholm Staff Report

Date: October 27, 2025

Agenda Item: Discuss the results of the Request for Proposal (RFP) for street repairs and culvert replacements on designated roadways and provide direction to staff regarding next steps.

Background:

At the September 9, 2025, City Council meeting, Council directed staff to issue a Request for Proposals (RFP) for street repairs and culvert replacement on Briar Glen Dr, Meadow Dr, and Glen Acres Dr. This action was in response to a petition submitted to the City requesting that these roads be accepted as public roads.

The City issued the RFP on October 1, 2025, with a submission deadline of October 15, 2025. The scope of the project includes culvert replacement, asphalt paving services, and cement stabilization to ensure long-term durability of the road surfaces.

The City received two bids for the project. The lowest responsive bid was submitted by Anderson Asphalt for \$733,032.64.

Options / Next Steps:

Award the RFP at the next City Council meeting.

Provide additional direction to staff, including potential re-evaluation of the bids or modifications to the project scope.

Attachments: The following responsive bids are attached for your review:

- PMG Paving & Maintenance
- Anderson Asphalt & Concrete Paving, LLC

Presenter: Fabrice Kabona, City Manager

Rep: Cory Henneberg

Proposal: CH250105

Phone: 214-352-3400

Date: 10/15/2025

To:

Project:

City Of McLendon-Chisholm
Attn: Fabrice Kabona
1371 West Fm550
McLendon-Chisholm, Tx 75032

Street Repairs And Culvert Replacement
1371 West Fm550
McLendon-Chisholm, Tx 75032

Scope of Work

1. Stabilize the existing base and subgrade to a depth of 8 inches using Portland cement at a rate of 40 lbs/sy, following TxDOT Item 275 specifications. The work includes pulverization, mixing, compaction, finishing, and curing to achieve a durable and stable base suitable for paving.

2. Construct a 3-inch thick surface course of Type C Hot Mix Asphaltic Concrete (HMAC) composed of a compacted mixture of aggregate and asphalt cement, mixed hot in a plant and placed in accordance with TxDOT Item 340 specifications.

Briar Road 3,018 LF Long x 22' wide for base providing a 1' overbuild on each side of the road. Asphalt paving will be 20' wide
Meadow Road 1,757 LF Long x 22' wide for base providing a 1' overbuild on each side of the road. Asphalt paving will be 20' wide

Glen Acres 691 LF Long x 20' wide for base providing a 1' overbuild on each side of the road. Asphalt paving will be 18' wide

3. Anderson Asphalt and Concrete Paving, LLC will perform the following tasks as part of the culvert replacement project:

a. Demolition and Removal:

Demolish and remove the existing culvert structure. Export all debris and materials resulting from demolition off-site.

b. Construction of New Head Wall:

Form and pour a new concrete head wall.

Head wall to be constructed with a thickness of 2 feet.

Concrete used will be 3500 PSI strength.

The roads will be field measured and billed according upon the completion of the project.

This Bid is based on TXDOT Standards and we will provide a 2% Crown.

We will be matching the existing grade

Rep: Cory Henneberg

Phone: 214-352-3400

Proposal: CH250105

Date: 10/15/2025

To:

City Of Mclendon-Chisholm
Attn: Fabrice Kabona
1371 West Fm550
Mclendon-Chisholm, Tx 75032

Project:

Street Repairs And Culvert Replacement
1371 West Fm550
Mclendon-Chisholm, Tx 75032

Item	Description	Quantity	UOM	Unit Price	Extended Price
01)	Survey - Establish Centerline Elevation	1	LS	5000.00	5,000.00
02)	8" Cement Stabilization (40 LB/SY) (2'overbuild on base)	118,170	SF	2.00	236,340.00
03)	3" TYPE C HMAC	108,000	SF	3.30	356,400.00
04)	Backfill Edge of Pavement	32,800	SF	1.00	32,800.00
05)	Remove and Replace Headwall	1	LS	55000.00	55,000.00
06)	Traffic Control	1	LS	10000.00	10,000.00
07)	Testing - Alliance Geo	1	LS	25000.00	25,000.00
08)	Bond - Payment & Performance	1	LS	12492.64	12,492.64

Exclusions

Owner to provide tax exemption certificate in lieu of sales tax.
Private utility locating, utility relocation/adjustment, irrigation/landscape repair is excluded.
Gate Loop/ Electrical repair is excluded.
Prime coat not included.
Dewatering is not included.
Erosion Control/SWPPP including installation and maintenance of devices is excluded.

Exclusions and Limitations

- Design Responsibility:

Anderson Asphalt and Concrete Paving, LLC is not responsible for the design of the culvert or head wall. All design specifications must be provided by the client or their designated engineer.

- Warranty Disclaimer:

No warranty is provided for the culvert or head wall installation due to the absence of a provided design. Anderson Asphalt and Concrete Paving, LLC shall not be held liable for any structural failures or performance issues resulting from design deficiencies.

- Weather-Related Damages:

Anderson Asphalt and Concrete Paving, LLC will not be held liable for any damages, delays, or failures caused by weather conditions during or after the completion of the project.

- Additional Work Not Included:

This scope does not include:
Engineering or design services.
Permitting or inspections.
Utility relocation or protection.

Landscaping or restoration beyond the immediate work area.

Tie-ins: Transitions to private driveways or entrances unless noted. Striping & Signage: Pavement markings, signage, or delineators. Stormwater Infrastructure: Installation or repair of culverts, inlets, or drainage structures. Edge Treatments: Shoulder work, topsoil, or turf restoration adjacent to pavement edges

Contractor's bid and its agreement to perform the work set forth herein are explicitly contingent upon Contractor and Owner negotiating mutually acceptable Contract terms.

Proposal Total: 733,032.64

Any failure of the materials used in construction to conform to the requirements of the contract document or failure of workmanship to conform to standards utilized by generally proficient builders engaged in similar work and performing under similar circumstances shall be rectified at the expense of

Contractor in a prompt fashion. This paragraph supersedes and/or overrides any implied warranties under Texas Law.

ACCEPTANCE: "The terms and conditions contained herein this proposal shall be an integral part of any agreement for the work, which, by authorized signature, the contracting party acknowledges to have read, understood and agreed."

Submitted By:		Acceptance:	
By:	Cory Henneberg	By:	
Title:		Title:	
Date:		Date:	

TERMS AND CONDITIONS

To be Included in the Contract for the Work Included in this Proposal

1. Anderson Asphalt & Concrete Paving LLC, hereinafter referred to as Subcontractor, shall not be liable for any damages, direct, indirect, or consequential, caused to any utilities, objects or other facilities located beneath the area of construction unless, prior to commencement of construction activities, Subcontractor is advised in writing of the existence of such utilities, objects or other facilities and their location is clearly identified and marked by the Contractor or Owner. Contractor or Owner agrees to indemnify and hold Subcontractor, its agents, employees, officers, and directors harmless from any and all liability for any such damages to any utilities, objects or other facilities located beneath the area of construction.
2. Contractor or Owner fully understands that Subcontractor may require the use of specialized heavy equipment to perform the work required. Contractor or Owner represents and warrants to Subcontractor that the area of the property designed for ingress and egress to the construction area is structurally sound and will support the equipment required by Subcontractor. Subcontractor shall not be liable for any damages, direct, indirect, or consequential, caused to Owner's property designated ingress and egress as result of the transportation and movement of specialized heavy equipment to and from the area of construction: provided, however, if such damages do occur, Subcontractor agrees to repair any such damages at an additional charge in accordance with normal rates charged by Subcontractor for such services.
3. Anderson Asphalt & Concrete Paving LLC is not responsible for any damages, deterioration, or failure of its work, whether completed or in progress, due to any cause or causes beyond our control. This exclusion includes but is not limited to failure of sub-grade or failure of or inadequacy of any labor or materials not furnished and installed by Anderson Asphalt & Concrete Paving LLC, whether or not such failure or inadequacy was or could have been known at the time the work was undertaken.
4. The Subcontractor and Contractor/Owner waive Claims against each other for consequential damages arising out of or relating to the Work included herein. This mutual waiver includes damages incurred by the Contractor/Owner for rental expenses, losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Subcontractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
5. Unless otherwise provided in this contract, Subcontractor reserves the exclusive right to schedule the method and manner by which the work shall be completed: however, Subcontractor shall provide Contractor with reasonable notice of the commencement of work in order to allow Contractor or Owner to make arrangements to have the area of construction cleared which shall be the sole responsibility of the Contractor or Owner. Subcontractor shall not be liable for any damages, direct, indirect or consequential, caused to any vehicles, trailers, equipment or other movable obstacles which remain in the area of construction during the period of construction and Contractor and Owner agree to indemnify and hold Anderson Asphalt & Concrete Paving LLC, its agents, employees, officers and directors harmless from any and all liability for any such damages to any vehicles, boats, trailers, equipment or other movable obstacles which remain in the area of construction during the period of construction. Subcontractor reserves the right to postpone construction activities if the area of construction is not sufficiently clear at the time Subcontractor has scheduled commencement of construction. If Subcontractor is delayed in the commencement of construction due to Contractor or Owner's failure to provide a clear construction area, Subcontractor may impose a delay charge equal to the reasonable hourly costs of the persons, equipment and supplies designated for this contract which hourly charge shall commence as of 1 hour after arrival of the Subcontractor's Workers on the day that construction was scheduled to commence and shall continue for each hour of delay up to a maximum of eight hours per day until the area is sufficiently clear to allow commencement of construction. This amount shall be in addition to all other contract amounts.
6. Subcontractor shall not be required to make any changes, deletions, additions or modifications to the contract terms and specifications without a proper written change order signed by the contracting parties. Any such change orders shall be in addition to the original contract. The change order form shall provide for an adjustment in the estimated cost and the completion date, if applicable.
7. Prior to starting work, Subcontractor shall be responsible for obtaining and providing any workmen's compensation insurance for its employees and General Liability Insurance and Automobile Liability Insurance as to its' activities related to the work contained in this proposal; however, Subcontractor shall not be responsible or obligated to maintain Builders Risk Insurance.
8. Payments must be made within 30 days of the last day of the month for which a Pay Application is submitted. **FAILURE OF THE CONTRACTOR OR OWNER TO PAY FOR MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANICS LIEN OR BOND CLAIM AGAINST THE PROPERTY THE SUBJECT OF THIS PROPOSAL.**
9. Should Subcontractor encounter abnormal soil conditions, rock, or other reasonably unforeseen conditions below the surface of the ground, requiring a variance in the plans and specifications or requiring the performance of additional work in order to complete construction, the parties agree to execute a change order in accordance with Paragraph 6 hereto, which provides for the reimbursement to Anderson Asphalt & Concrete Paving LLC. of additional cost and fees incurred by reason of such conditions and an extension of the time of completion. Unless otherwise provided in this contract, testing, permits, or engineering are not included in the contract price.
10. All disputes hereunder shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The venue of any such proceedings shall be Dallas, Texas and each party hereto shall be entitled to one Request for Production of Documents and to one deposition. If either party to this Contract shall seek to enforce this Contract, or any duties or obligations arising out of this Contract, against the other party to this Contract, the prevailing party in such arbitration shall receive, in addition to all other rights and remedies to which such party is entitled, such party's reasonable cost and expenses incurred in such proceedings, including reasonable attorney's fees.
11. This Proposal (including the exhibits hereto) contains the entire Proposal for the Work, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereto shall be binding on any party hereto unless set forth in a document executed by all such parties. Furthermore (and in the event of a separate Vendor or other agreement signed by both parties) no such agreement shall control in the event there is a conflicting provision in this agreement and no such agreement may impose additional scope of the work duties or insurance requirements not specifically included in this agreement.
12. The laws of the state of Texas shall govern the validity, enforcement, and interpretation of any Contract for this Work.

END

ESTIMATE



Prepared For

CITY OF McLENDON-CHISHOLM
1371 W FM 550
Rockwall, Tx 75032
(469) 668-3245

PMG PAVING, LLC

P.O. Box 2197
Forney, TX 75126
Phone: (469) 918-7423
Email: asphaltpave93@gmail.com
Web: www.pmgpaving.com

Estimate # 172
Date 10/13/2025

Description

Road work repair
Street repairs and culvert replacement.

Location:

- Brier Glen Dr 3,018 LF x 20' width
 - Meadow Dr 1,757 LF x 20' width
 - Glen Acres Dr 691 LF x 18' width
-

Asphalt Pulverization

-Full- depth reclamation of existing asphalt road and base material with 8" Cement Stabilization (40 LB/SY) approximately 12,000 SY.

- Add Additional 2" overbuild base.

\$329,907.00

Preparation

- Mark, blade and grade the current road materials after pulverizing to reshape road.
 - Water and roll in lifts for proper compaction.
 - Compact the base according to material specifications with roller to achieve compaction.
-

New Asphalt Roads

Approximately 107,938 SQFT of asphalt over new constructed sub-base

\$350,798.50

Asphalt installation

- Install 3” of type D hot mix material with a specialized paving machine to ensure a smooth and solid surface.
 - Roll hot mix material to asphalt material specifications.
-

Culvert Replacement

- Demo and remove 650SQFT of concrete above culverts, concrete head walls and galvanized culverts then haul to dump site.
- Excavate to prepare gravel bedding to be installed.
- Install gravel and compact to prepare a solid foundation.
- Place new 42” RCP Culverts on foundation ensuring proper alignment.
- Backfill around culvert with appropriate materials, compacting them in layers to prevent future settling.
- Form up and pour in place concrete headwalls.
- Replace the concrete above culverts with 4,000 PSI concrete mix 6” thick with #4 rebar on 12” centers.

\$62,089.50

Subtotal	\$742,795.00
Total	\$742,795.00

Notes:**Pricing:**

- Our pricing is determined based on the sqft and scope of work provided above. The quote includes all necessary expenses such as materials, trucking, labor, and fuel required to complete your project.

Payment:

- Agreement of 1/3 of payment draw once equipment is delivered. second 1/3 payment draw once pulverizing and culvert repair is completed. Remaining 1/3 payment due upon completion.

Warranty:

PMG Paving warrants and guarantees the quality of materials and workmanship for a period of TWO year from the date of installation. Any such area determined to fall within this warranty parameters will be repaired according to industry standards. The repair will be patched or crack filled and could be visible. There is no warranty on pothole repair or asphalt repairs in parking lots with major cracking. This warranty does not include damage caused by gas or oil spills, dumpsters, sharp turning of tires, puddles on a surface with less than 2% slope per foot, or normal wear and tear. On occasion small puddles may occur for a short period of time after rain fall. Please note that grass and acts of nature are not covered under this warranty. Customers are responsible for preventing grass growth along the edges unless a separate maintenance contract has been arranged with PMG Paving. Additionally, we are not responsible for sub-grade work our company did not perform. Customers are responsible for providing site plans and geotechnical reports to PMG Paving before project start date. However, we are fully committed to standing behind our warranty and addressing any unforeseen circumstances that may arise in order to ensure the highest level of customer satisfaction and peace of mind.

By signing this document, the customer agrees to the services and conditions outlined in this document.

CITY OF McLENDON-CHISHOLM