



**AGENDA
CITY COUNCIL - SPECIAL MEETING
NOVEMBER 10, 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

2.1. Adjourn into Executive Session in accordance with Texas Government Code: Section §551.071 Consultation with Attorney to discuss approval of an Ordinance accepting the petition to convert private streets in the Glen Acres Subdivision.

2.2. Adjourn into Executive Session in accordance with Texas Government Code: Section §551.071 Consultation with Attorney to discuss a Resolution authorizing the City of McLendon-Chisholm, Texas, to enter into a Development and Chapter 380 Agreement with Willow Creek 360 LP for the project known as "Willow Creek"

3. INVOCATION AND PLEDGE

4. RULES OF DECORUM

5. PUBLIC HEARING

5.1. Public Hearing to receive comments on the proposed annexation to incorporate 113.676-acre tract of land situated in the K. Latham Survey, Abstract No. 133, and the R. Peckum Survey, Abstract No. 175, Rockwall County, Texas, being a portion of a called 360.295-acre tract of land owned by Willow Creek 360 LP, generally located south of FM 550, between Smith Road and State Highway 205, and contiguous to the existing city limits of McLendon-Chisholm, Texas.

6. CITIZEN COMMENTS

7. CONSENT AGENDA

7.1. Consider approval of City Council Meeting Dates and Planning and Zoning Meeting Dates for 2026.

7.2. Consider approving minutes from Oct. 27, 2025 City Council Meeting.

7.3. Discuss and consider approval of a resolution awarding Request for Proposal (RFP) 2025-1-10 to Anderson Asphalt & Concrete Paving, LLC, for culvert repair, asphalt paving services, and cement stabilization on Briar Glen Dr, Meadow Dr, and Glen Acres Dr.

8. ITEMS FOR DISCUSSION

8.1. Discuss and consider an ordinance annexing approximately 19.325 acres of land (six tracts) located in the W.W. Ford Survey, Abstract No. 80, Rockwall County, Texas, located in the City's extraterritorial jurisdiction (ETJ), into the corporate limits of the City of McLendon-Chisholm.

8.2. Discuss and consider approval of an ordinance accepting the petition to convert private streets to public streets in the Glen Acres Subdivision, providing that acceptance is contingent upon the city entering into a financing agreement with property owners for road improvement cost sharing.

8.3. Discuss and consider approval of an Ordinance annexing approximately 113.676 acres of land situated in the K. Latham Survey, Abstract No. 133, and the R. Peckum Survey, Abstract No. 175, in Rockwall County, Texas, located in the City's extraterritorial jurisdiction (ETJ), into the corporate limits of the City of McLendon-Chisholm, and approving the Annexation Service Plan.

8.4. Discuss and consider approval of a Resolution authorizing the City of McLendon-Chisholm, Texas, to enter into a Development and Chapter 380 Agreement with Willow Creek 360 LP for the project known as "Willow Creek."

8.5. Discuss and consider a resolution accepting and approving a petition for the establishment of the Willow Creek Public Improvement District within the corporate limits of the City, making findings as to the sufficiency of the petition, and directing that a public hearing be scheduled and notice given.

8.6. Discuss and consider a resolution authorizing the award of Request for Proposal (RFP 2025-06-10) to Berghauser Construction for the remodel of the former Fire Station into a new City Annex.

8.7. Discuss and consider authorizing the purchase of furniture, fixtures, and other related needs for the new City Annex Building, with funding to be provided from the General Fund Reserve in an amount not to exceed \$85,484.40.

8.8. Discuss and consider approval of an ordinance reducing the speed limit along FM 550 within the City limits, between Rabbit Ridge Rd and SH 205, from 55 MPH to 50 MPH, consistent with the findings of the TxDOT speed study

8.9. Discuss and consider approving a resolution casting votes for candidates to serve on the Rockwall Central Appraisal District (RCAD) Board of Directors for a two-year term beginning January 1, 2026.

9. 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.

10. 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., Nov 3, 2025 on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.



City of McLendon-Chisholm Staff Report

Date: November 10, 2025

Agenda Item: Discuss and consider approval of an Ordinance annexing approximately 113.676 acres of land situated in the K. Latham Survey, Abstract No. 133, and the R. Peckum Survey, Abstract No. 175, in Rockwall County, Texas, located in the City's extraterritorial jurisdiction (ETJ), into the corporate limits of the City of McLendon-Chisholm, and approving the Annexation Service Plan.

Background:

Willow Creek 360 LP, owner of approximately 360.295 acres, submitted a petition requesting voluntary annexation of a 113.676-acre portion of its property located within the City's ETJ, situated in the K. Latham and R. Peckum Surveys of Rockwall County. The tract is contiguous to existing City limits and lies generally south of FM 550 between Smith Road and State Highway 205.

A public hearing notice was published at least ten (10) days prior to the hearing in the newspaper and posted in accordance with the Texas Open Meetings Act. No mailed notices are required for voluntary annexations under current state law.

The annexation is supported by the Annexation Service Plan, which outlines municipal services to be provided, such as fire, EMS, code enforcement, solid waste, and infrastructure maintenance, consistent with similar areas of the City.

The annexation will expand the City's corporate boundaries and future tax base in alignment with the City's growth and development goals.

Options:

1. City Council may approve the Ordinance, as presented.
2. City Council may deny the Ordinance.

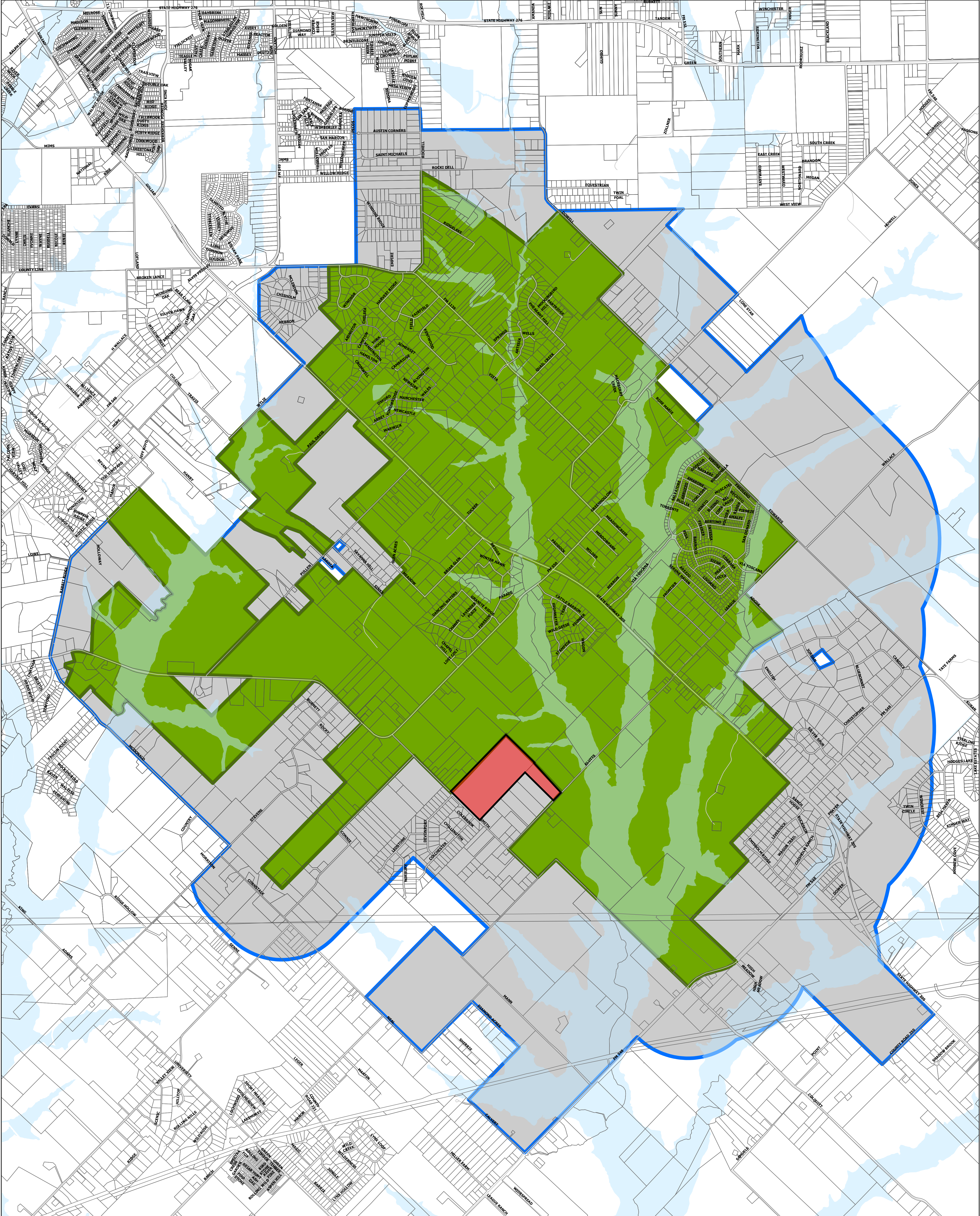
Recommendation:

Staff recommend approval of the Ordinance, as presented.

Attachments:

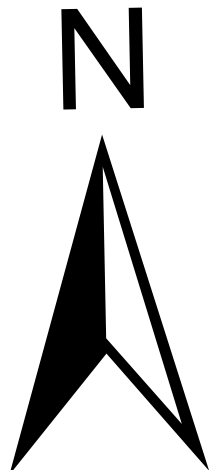
- Ordinance
- Annexation Service Plan
- Map

Presenter: Fabrice Kabona, City Manager



City of McLendon-Chisholm City Limits and ETJ

April 2025



Legend

- City Limits
- ETJ
- Streets
- Floodplain
- Parcels

**CITY OF MCLENDON CHISHOLM, TEXAS
SERVICE PLAN AGREEMENT**

This Service Plan Agreement (hereinafter referred to as the “Agreement”) is entered into pursuant to Section 43.0672 of the Texas Local Government Code, as amended, by and between Willow Creek 360 LP, a Texas limited partnership (its successors and assigns, “Owner”) and the City of McLendon-Chisholm, Texas, a home-rule municipality (the “City”). Owner and the City are each referred to herein as a “Party” or collectively as the “Parties.”

WHEREAS, Owner currently owns an approximately 360.295-acre tract of land that is currently located partially within the City limits and partially within the extraterritorial jurisdiction of the City (collectively, the “Property”); and

WHEREAS, the approximately 113.676 acres portion of the Property described on **Exhibit A** (the “ETJ Property”) is not currently located within the City limits but is located within the extraterritorial jurisdiction of the City; and

WHEREAS, the City and Owner have or will enter into that certain Annexation, Development and Chapter 380 Agreement for the Property (including the ETJ Property) (“Annexation and Development Agreement”); and

WHEREAS, in the event of a conflict between the Annexation and Development Agreement and this Agreement, the Annexation and Development Agreement shall control; and

WHEREAS, Section 43.0672 of the Texas Local Government Code provides that “(a) [t]he governing body of the municipality that elects to annex an area under this subchapter must first negotiate and enter into a written agreement with the owner of land in the area for the provision of services in the area. (b) The agreement must include: (1) a list of each service the municipality will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation. (c) The municipality is not required to provide a service that is not included in the agreement”; and

WHEREAS, the City desires to enter into this Agreement with Owner concerning the services to be provided to the ETJ Property in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, the City and Owner acknowledge that this Agreement is binding upon the City and Owner and their respective successors and assigns for the Term (hereinafter defined) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Rockwall County, Texas.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner agree as follows:

FINDINGS INCORPORATED

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

TERM

This Agreement shall be effective as of the Effective Date, as defined herein and shall continue in force and effect so long as the ETJ Property is located within the corporate limits of the City (“Term”).

LIST OF SERVICES TO BE PROVIDED TO THE ETJ PROPERTY

In accordance with Section 43.0672 of the Texas Local Government Code, the City will provide the following services to the ETJ Property from and after execution of the Annexation and Development Agreement and annexation of the ETJ Property into the corporate limits of the City:

1. CODE COMPLIANCE.

- a. *Existing City Services:* None for the ETJ Property.
- b. *City Services to be provided:* The City will provide Code Compliance services upon the effective date of annexation of the ETJ Property at a level consistent with current methods and procedures presently provided to similar areas. For purposes of this Agreement “the effective date of annexation” means the date that the ETJ Property is annexed into the corporate limits of the City.

2. POLICE

- a. *Existing City Services:* Law enforcement services are currently provided by the Rockwall County Sheriff’s Office.
- b. *City Services to be provided:* From and after the effective date of annexation (and whether or not the ETJ Property is annexed), the Rockwall County Sheriff’s Office will continue to provide law enforcement service and personnel at a level consistent with current methods and procedures presently provided to similar areas within the City.

3. FIRE

- a. *Existing City Services:* The Property is located entirely within Fire Service District No. 22, which is served by the McLendon-Chisholm Fire Department for fire protection and suppression services.
- b. *City Services to be provided:* Whether or not the ETJ Property is annexed, fire protection and suppression services, including personnel and equipment, will continue to be provided either through the City’s direct services or through the existing service contract between the McLendon-Chisholm Fire Department

and Rockwall County at a level consistent with current methods and procedures presently provided to similar areas within the City. It is anticipated that fire stations planned to serve areas currently within the City will be sufficient to serve the Property.

4. **EMERGENCY MEDICAL SERVICES**

- a. *Existing City Services:* Emergency medical services are currently provided by Rockwall County EMS, a private ambulance service operating under a county contract.
- b. *City Services to be provided:* From and after the effective date of annexation, emergency medical services shall continue to be provided to the Property in accordance with an agreement between the City and Rockwall County EMS that the City will maintain to ensure emergency medical service coverage within the City's corporate limits at a level consistent with methods and procedures presently provided to similar areas within the City.

5. **SOLID WASTE SERVICES**

- a. *Existing City Services:* None for the ETJ Property.
- b. *City Services to be provided:* Upon the effective date of annexation, solid waste collection shall be provided in accordance with the present applicable ordinance existing in the City at the time of annexation of the ETJ Property and Chapter 43 of the Texas Local Government Code at a level consistent with current methods and procedures presently provided to similar areas within the City.
- c. As development commences on the Property and upon ultimate development, sufficient solid waste collection will be provided to furnish the Property with the level of services consistent with the characteristics of topography, land utilization, and population density of other areas of the City.

6. **WATER SERVICE AND MAINTENANCE (to be provided only in those areas that are not within the service area of another water utility):**

- a. *Existing City Services:* At this time, the City is not a retail water provider, but may in the future pursue the necessary steps to become a retail water provider, including securing a wholesale water supply through a qualified wholesale source of water.
- b. *City Services to be provided:*
 - i. The City agrees that if the City is unable to provide retail water service to the Property at the time a preliminary plat is filed for all or a portion of the Property, then the Property shall have the right to obtain retail water service from whichever provider offers the best option as determined by the Owner.

Operation and maintenance of water facilities located on the Property that are within the service area of another water utility will be the responsibility of that utility.

- ii. If the City is able to provide retail water services to the Property, connection to existing City water mains for water service will be provided in accordance with existing City policies. Upon connection to existing mains, water will be provided at rates established by City ordinances.
 1. As development commences on the Property, water mains will be extended in accordance with the provisions of the City Code and/or other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable City ordinances and regulations. Capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of other areas of the City.
 2. Water mains installed or improved to City standards within the annexed areas which are located within dedicated easements, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City from and after the effective date of the annexation.

7. SANITARY SEWER SERVICE AND MAINTENANCE

- a. *Existing City Services:* None for the ETJ Property.
- b. *City Services to be provided:* Sanitary sewer service to the area will be provided by the City in accordance with the Annexation and Development Agreement and otherwise in the same manner that such service is provided to the other similarly situated areas within the City's boundaries and in accordance with applicable codes and regulations. Sanitary sewer service shall be provided in accordance with the standard extension ordinances, regulations and rules, subject to and consistent with the Annexation and Development Agreement. Maintenance to wastewater facilities will be provided by the City in accordance with the standard extension ordinances, regulations and rules, subject to and consistent with the Annexation and Development Agreement.
- c. Sanitary sewer mains and lift stations within the annexed areas which are located within a dedicated easement, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City.

8. MAINTENANCE OF ROADS, STREETS AND DRAINAGE FACILITIES

- a. *Existing City Services:* None for the ETJ Property.
- b. *City Services to be provided:* Maintenance to any roads, streets, drainage facilities and any other street facilities that serve the Property or are otherwise constructed

by or on behalf of the Owner per the Annexation and Development Agreement will be provided by the City from and after the effective date of the annexation in accordance with the standard extension ordinances, regulations and rules, subject to and consistent with the Annexation and Development Agreement.

9. STREET LIGHTING

- a. *Existing City Services:* None for the ETJ Property.
- b. *Services to be provided:* The City will coordinate any request for improved street lighting with the local electric provider in accordance with the standard extension ordinances, regulations and rules, subject to and consistent with the City's participation policies.

10. BUILDING INSPECTION

- a. *Existing City Services:* None for the ETJ Property.
- b. *City Services to be provided:* The City and its designees will provide Building Inspection services upon the effective date of annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulate building construction within the City.

11. PLANNING AND ZONING

- a. *Existing City Services:* None for the ETJ Property.
- b. *City Services to be provided:* The City is responsible for regulating development and land use through the administration of the City's Zoning Ordinance, subject to the Annexation and Development Agreement and this service will extend to this area on the effective date of the annexation. The area will also continue to be regulated under the requirements of the City's Subdivision Ordinance, subject to any provisions or variances granted pursuant to the Annexation and Development Agreement.

12. PARKS AND RECREATION FACILITIES

- a. *Existing City Services:* None for the ETJ Property.
- b. *Services to be provided:* Upon the effective date of annexation, residents within the annexed area may utilize all park and recreation facilities of the City.

13. PUBLICLY OWNED FACILITIES

- a. *Existing Services:* None for the ETJ Property.

- b. *City Services to be provided:* Upon the effective date of annexation, any publicly owned facility, building or service located within the annexed area and not otherwise owned or maintained by another governmental entity, shall be maintained by the City.

MISCELLANEOUS

All other applicable municipal services will be provided to the ETJ Property in accordance with the City's established policies governing extension of municipal services to newly annexed areas.

Nothing in this agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including annexed area, if different characteristics of topography, land use, and population density are considered a sufficient and reasonable basis for providing different levels of service.

Owner shall have the right to assign this Agreement, in whole or in part, or to assign any of the right, title, and interest of the Owner under this Agreement, in whole or in part, to any future owner of all or a portion of the ETJ Property without the prior written consent of the City provided the Owner gives written notice to the City of such assignment.

NOTICES

All notices, demands or other communications required or provided hereunder shall be in writing and shall be deemed to have been given on the earlier to occur of actual receipt or three (3) days after the same are given by (i) electronic mail; (ii) hand delivery with a confirming receipt; (iii) overnight delivery by a reputable overnight courier such as FedEx or United Parcel Service; or (iv) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or at such other address(es) as a Party may designate by written notice to the other Party in accordance with this notice provision. Notwithstanding the foregoing, any notice given by electronic mail shall be deemed to be given when delivered if delivered by 5:00 pm CST, otherwise notice shall be deemed given on the next business day (i.e., a day that is not a Saturday, Sunday, or federal or state holiday). Until further notification by written notice in the manner required herein, notices to the Parties shall be delivered as follows:

To the City:

Attn: City Manager
City of McLendon-Chisholm
1371 West FM 550
McLendon-Chisholm, Texas 75032
E-mail:citymanager@mclendon-
chisholm.com

With a copy to:

Attn: Michael Halla
City of McLendon-Chisholm Attorney
187 Rolling Court
Lancaster, Texas 75146
E-mail: mhalla@hallalawfirm.com

To Owner:

Attn: Janardhan Reddy
Willow Creek 360 LP
1452 Hughes Road, Suite 200
Grapevine, TX 76051
Email: janardhan@arkons.com

Executed by each Party herein below:

Passed and approved by the City of McLendon-Chisholm, Texas, and executed by the Parties on this the _____ day of _____, 2025 (the “Effective Date”).

Bryan McNeal, Mayor
City of McLendon-Chisholm

STATE OF TEXAS)
)
COUNTY OF ROCKWALL)

This instrument was acknowledged before me on _____, 2025, by Bryan McNeal as Mayor for the City of McLendon-Chisholm, Texas.

Notary Public, State of Texas
My commission expires: _____

OWNER:

WILLOW CREEK 360 LP,
a Texas limited partnership

By: Willow Creek 360 GP LLC,
a Texas limited liability company
its General Partner

By: QuadRed LLC,
a Texas limited liability company
its Manager

By: _____
Janardhan Reddy, Manager

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this day personally appeared Janardhan Reddy, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the Manager and duly authorized representative of QuadRed LLC, a Texas limited liability company, the Manager of Willow Creek 360 GP LLC, a Texas limited liability company, the General Partner of Willow Creek 360 LP, a Texas limited partnership, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said entities.

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

Notary Public, State of Texas
My commission expires: _____

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE ETJ PROPERTY

LEGAL DESCRIPTION

113.676 Acres

BEING all of that certain tract of land in the K. Latham Survey, Abstract No. 133 and the R. Peckum Survey, Abstract No. 175, Rockwall County, Texas, and being all of a called 360.295 acre tract of land described in the deed to Willow Creek 360 L.P., recorded in Instrument No. 20220000018231, Official Public Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the east right-of-way line of Smith Road for the northwest corner of said 360.295 acre tract;

THENCE North 44°53'38" East, with a northerly line of said 360.295 acre tract, a distance of 1,440.01 feet to an angle point, common to the southwest corner of a called 144.41 acre tract of land described in the deed to Oak National Development LLC, recorded in Instrument No. 20220000002187, said Official Public Records, from which a 1-inch iron pipe found bears South 39° 09' 05" East, a distance of 5.85 feet;

THENCE North 44° 31' 17" East, continuing with the northerly line of said 360.295 acre tract and the south line of said 144.41 acre tract, a distance of 1458.99 feet to a 1-inch iron pipe found for an angle point of said 360.295 acre tract;

THENCE South 44° 28' 21" East, over and across said 360.295 acre tract, a distance of 1451.51 feet to a 1/2-inch iron rod with a cap stamped "RPLS 6677" found;

THENCE South 45° 41' 26" East, with an easterly line of said 360.295 acre tract, a distance of 1493.78 feet to a southeasterly corner of said 360.295 acre tract, in the center of Klutts Road, from which a 1/2-inch iron rod found bears North 38° 55' 07" East, a distance of 11.19 feet;

THENCE South 43°46'45" West, with the south line of said 360.295 acre tract and the center of said Klutts Road, a distance of 470.96 feet to a 1/2-inch iron rod found for a salient corner of said 360.295 acre tract, common to the southeast corner of a called 15.00 acre tract of land described in the deed to David Trent and Sandra Trent, recorded in Instrument No. 20190000014421, said Official Public Records;

THENCE North 45°16'14" West, with the easterly line of said 15.00 acre Trent tract, a distance of 1,493.33 feet to a 1/2-inch iron rod found at a re-entrant corner of said 360.295 acre tract for the northeasterly corner of said 15.00 acre Trent tract;

THENCE South 43°42'19" West, with a southerly line of said 360.295 acre tract and the north line of said 15.00 acre Trent tract, passing at a distance of 437.77 feet a 1/2-inch iron rod with cap stamped "RPLS 5034" found for the northwesterly corner of said 15.00 acre Trent tract, common to the northeasterly corner of a called 15.00 acre tract of land described in the deed to David L.

Smith and Kristie A. Smith, recorded in Instrument No. 201800000010396, said Official Public Records, continuing on said course with the north lines of said Smith 15.00 acre tract, a called 15.00 acre tract of land described in the deed to David L. Smith and Kristie A. Smith, recorded in Instrument No. 201800000016086, said Official Public Records, a called 7.00 acre tract of land described in the deed to David G. Short and Cynthia R. Short, recorded in Instrument No. 20180000001017, said Official Public Records, and a called 8.00 acre tract of land described in deed recorded in Volume 5555, Page 319, said Official Public Records, a total distance of 2,416.78 feet to a 3/4-inch iron pipe found in said Smith Road for the southwesterly corner of said 8.00 acre tract;

THENCE North 45°21'49" West, with the west line of said 360.295 acre tract and the east right-of-way line of Smith Road, a distance of 1,501.62 feet to the POINT OF BEGINNING and enclosing 113.676 acres (4,951,710 square feet) of land, more or less.

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, TO INSTITUTE VOLUNTARY ANNEXATION PROCEEDINGS FOR THE HEREINAFTER DESCRIBED PROPERTY COMPRISING APPROXIMATELY 113.676 ACRES OF LAND SITUATED IN THE K. LATHAM SURVEY, ABSTRACT NO. 133, AND R. PECKUM SURVEY, ABSTRACT NO. 175, IN ROCKWALL COUNTY, TEXAS, LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY OF MCLENDON-CHISHOLM, TEXAS; EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS; APPROVING THE ANNEXATION SERVICE PLAN ENTITLED “ANNEXATION SERVICE PLAN”; PROVIDING FOR THE INCORPORATION OF PREMISES; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of McLendon-Chisholm, Texas (the “City”), is authorized under Chapter 43 of the Texas Local Government Code to annex property and extend its corporate limits in accordance with state law; and

WHEREAS, Willow Creek 360 LP (the “Owner”) has filed a petition requesting the voluntary annexation of certain property described in Exhibit A (the “Property”) into the City of McLendon-Chisholm; and

WHEREAS, the Property is located within the exclusive extraterritorial jurisdiction of the City and is contiguous to the City limits; and

WHEREAS, the City Council held a public hearing on the annexation on November 10, 2025, after proper notice was given in accordance with law; and

WHEREAS, pursuant to Section 43.0672 of the Texas Local Government Code, the City and Owner have entered into a Service Plan Agreement entitled “Annexation Service Plan”, attached hereto as Exhibit B, which sets forth the municipal services to be provided to the Property upon annexation; and

WHEREAS, the City Council of the City of McLendon-Chisholm finds that the annexation of the Property is in the best interest of the City and its citizens and complies with all requirements of law.

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

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Annexation. That the Property legally described in **Exhibit A** is hereby annexed into the City of McLendon-Chisholm, Rockwall County, Texas, and that the boundary limits of the City of McLendon-Chisholm, Texas, be and the same are hereby extended to include the above-described territory within the city limits of the City of McLendon-Chisholm, and that same shall hereafter be included within the territorial limits of said City.

SECTION 3. Service Plan Adoption. The City Council hereby approves and adopts the document titled "Annexation Service Plan", attached hereto as **Exhibit B**, and incorporated herein for all purposes as the service plan required under Section 43.0672 of the Texas Local Government Code.

SECTION 4. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City of McLendon-Chisholm. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 5. City Administrator Authorization. The City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to effectuate this Ordinance, including any corrections to the official map of the City to add the territory hereby annexed as required by law.

SECTION 6. Severability Clause. It is hereby declared by the City Council of the City of McLendon-Chisholm that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance.

SECTION 7. Cumulative Clause. This Ordinance shall be cumulative of all provisions of ordinances of the City of McLendon-Chisholm except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 8. Public Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law.

SECTION 9. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Rockwall County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 10. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City of McLendon-Chisholm, Texas.

PASSED AND APPROVED on the 10th day of November 2025.

MAYOR

ATTEST:

CITY SECRETARY

CITY ATTORNEY - APPROVED AS TO FORM

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE ETJ PROPERTY

LEGAL DESCRIPTION

113.676 Acres

BEING all of that certain tract of land in the K. Latham Survey, Abstract No. 133 and the R. Peckum Survey, Abstract No. 175, Rockwall County, Texas, and being all of a called 360.295 acre tract of land described in the deed to Willow Creek 360 L.P., recorded in Instrument No. 20220000018231, Official Public Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the east right-of-way line of Smith Road for the northwest corner of said 360.295 acre tract;

THENCE North 44°53'38" East, with a northerly line of said 360.295 acre tract, a distance of 1,440.01 feet to an angle point, common to the southwest corner of a called 144.41 acre tract of land described in the deed to Oak National Development LLC, recorded in Instrument No. 20220000002187, said Official Public Records, from which a 1-inch iron pipe found bears South 39° 09' 05" East, a distance of 5.85 feet;

THENCE North 44° 31' 17" East, continuing with the northerly line of said 360.295 acre tract and the south line of said 144.41 acre tract, a distance of 1458.99 feet to a 1-inch iron pipe found for an angle point of said 360.295 acre tract;

THENCE South 44° 28' 21" East, over and across said 360.295 acre tract, a distance of 1451.51 feet to a 1/2-inch iron rod with a cap stamped "RPLS 6677" found;

THENCE South 45° 41' 26" East, with an easterly line of said 360.295 acre tract, a distance of 1493.78 feet to a southeasterly corner of said 360.295 acre tract, in the center of Klutts Road, from which a 1/2-inch iron rod found bears North 38° 55' 07" East, a distance of 11.19 feet;

THENCE South 43°46'45" West, with the south line of said 360.295 acre tract and the center of said Klutts Road, a distance of 470.96 feet to a 1/2-inch iron rod found for a salient corner of said 360.295 acre tract, common to the southeast corner of a called 15.00 acre tract of land described in the deed to David Trent and Sandra Trent, recorded in Instrument No. 20190000014421, said Official Public Records;

THENCE North 45°16'14" West, with the easterly line of said 15.00 acre Trent tract, a distance of 1,493.33 feet to a 1/2-inch iron rod found at a re-entrant corner of said 360.295 acre tract for the northeasterly corner of said 15.00 acre Trent tract;

THENCE South 43°42'19" West, with a southerly line of said 360.295 acre tract and the north line of said 15.00 acre Trent tract, passing at a distance of 437.77 feet a 1/2-inch iron rod with cap stamped "RPLS 5034" found for the northwesterly corner of said 15.00 acre Trent tract, common to the northeasterly corner of a called 15.00 acre tract of land described in the deed to David L. Smith and Kristie A. Smith, recorded in Instrument No. 201800000010396, said Official Public Records, continuing on said course with the north lines of said Smith 15.00 acre tract, a called 15.00 acre tract of land described in the deed to David L. Smith and Kristie A. Smith, recorded in Instrument No. 20180000016086, said Official Public Records, a called 7.00 acre tract of land

described in the deed to David G. Short and Cynthia R. Short, recorded in Instrument No. 20180000001017, said Official Public Records, and a called 8.00 acre tract of land described in deed recorded in Volume 5555, Page 319, said Official Public Records, a total distance of 2,416.78 feet to a 3/4-inch iron pipe found in said Smith Road for the southwesterly corner of said 8.00 acre tract;

THENCE North 45°21'49" West, with the west line of said 360.295 acre tract and the east right-of-way line of Smith Road, a distance of 1,501.62 feet to the POINT OF BEGINNING and enclosing 113.676 acres (4,951,710 square feet) of land, more or less.

City Council Meeting Dates for 2026

(All CC Meetings will be held on the 2nd and 4th Tuesday unless otherwise noted below)

**** Denotes a Scheduled Special Meeting**

City Council Meetings

January 13, 2026 January 27, 2026	February 10, 2026 February 24, 2026	March 10, 2026 March 24, 2026
April 14, 2026 No Meeting	May 12, 2026 May 26, 2026	June 9, 2026 June 23, 2026
July 14, 2026 July 28, 2026	August 11, 2026 August 25, 2026	September 8, 2026 September 22, 2026
October 13, 2026 October 27, 2026	November 9, 2026 **	December 8, 2026

Planning and Zoning Commission Meeting Dates 2026

(All P&Z Meetings will be held on the 3rd Tuesday unless otherwise noted below)

**** Denotes a Scheduled Special Meeting**

January 20, 2026	February 17, 2026	March 17, 2026
April 17, 2026	May 19, 2026	June 16, 2026
July 21, 2026	August 18, 2026	Sept 15, 2026
October 20, 2026	November 16, 2026 **	December 15, 2026

Board of Adjustments

(All Board of Adjustments meetings will be held on the 3rd Wednesday as needed)



City of McLendon-Chisholm Staff Report

Date: November 10, 2025

Agenda Item: Discuss and consider approval of a resolution awarding Request for Proposal (RFP) 2025-1-10 to Anderson Asphalt & Concrete Paving, LLC, for culvert repair, asphalt paving services, and cement stabilization on Briar Glen Dr, Meadow Dr, and Glen Acres Dr.

Background:

On September 23, 2025, City Council directed staff to issue a Request for Proposals (RFP) for roadway improvements within the Glen Acres Subdivision, including Briar Glen Drive, Meadow Drive, and Glen Acres Drive. The project scope included culvert repair, base stabilization, and asphalt paving to bring the existing private streets to City standards in accordance with Section 10.03.010 of the Conversion of Private Streets to Public Streets of the City's Code of Ordinances.

The City issued the RFP on October 1, 2025, with a submission deadline of October 15, 2025. The City received two bids for the project. The lowest responsive bid was submitted by Anderson Asphalt for \$733,032.64.

Fiscal Impact:

Funding for this project will be included as part of the cost-sharing arrangement between the City and property owners of Glen Acres Subdivision, to be outlined in the financing agreement required under Section 10.03.010 of the City's Code of Ordinances. The City's portion of the cost will be funded through the General Fund Reserve.

Options/Alternatives:

1. City Council may approve the Resolution, as presented.
2. City Council may deny the Resolution.

Recommendation:

Staff recommends approval of the Resolution, as presented.

Attachments:

- Resolution
- Anderson Asphalt & Concrete Paving, LLC Proposal
- RFP
- Subdivision Plat

Presenter: Fabrice Kabona, City Manager

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AWARDED REQUEST FOR PROPOSALS (RFP) 2025-1-10 TO ANDERSON ASPHALT & CONCRETE PAVING, LLC, FOR CULVERT REPAIR, ASPHALT PAVING SERVICES, AND CEMENT STABILIZATION ON BRIAR GLEN DRIVE, MEADOW DRIVE, AND GLEN ACRES DRIVE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of McLendon-Chisholm, Texas, has determined that it is in the best interest of the City to award a contract for culvert repair, asphalt paving services, and cement stabilization on Briar Glen Drive, Meadow Drive, and Glen Acres Drive in accordance with RFP 2025-1-10; and

WHEREAS, the bid process was conducted in compliance with all applicable local and state purchasing statutes; and

WHEREAS, the City received a responsive and responsible proposal from Anderson Asphalt & Concrete Paving, LLC consistent with the specifications outlined in RFP 2025-1-10, for a total project cost not to exceed Seven Hundred Thirty-Three Thousand Thirty-Two Dollars and Sixty-Four Cents (\$733,032.64).

WHEREAS, City Council finds that awarding the contract to Berghauser Construction in accordance with the terms and conditions of RFP 2025-06-10 is in the best interest of the City and its residents;

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

SECTION 1. That the City Council hereby awards RFP 2025-1-10 to Anderson Asphalt & Concrete Paving, LLC, for culvert repair, asphalt paving services, and cement stabilization on Briar Glen Drive, Meadow Drive, and Glen Acres Drive, in a total amount not to exceed \$733,032.64, consistent with the prices and terms submitted in RFP 2025-1-10.

SECTION 2. Should any section, clause, or provision of this Resolution be held invalid for any reason, the remaining portions shall not be affected and shall remain in full force and effect.

SECTION 3. REPEAL OF CONFLICTING RESOLUTIONS This Resolution shall be cumulative of all provisions of Resolutions of the City except where the provisions of this Resolution are in direct conflict with the provisions of such Resolutions, in which event the conflicting provisions of such Resolutions are hereby repealed.

SECTION 4. SEVERABILITY It is hereby declared to be the intention of the City Council of the City of McLendon-Chisholm, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph, or section of this Resolution should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Resolution, since the same would have been enacted by the City Council without incorporation in this Resolution of such unconstitutional phrases, clause, sentence, paragraph, or section.

SECTION 4. This Resolution shall be effective immediately upon its adoption.

DULY PASSED and approved by the City Council of the City of McLendon-Chisholm, Texas, on this the 10th day of November 2025.

ATTEST:

THE CITY OF MCLENDON-CHISHOLM

Angela Jennings, City Secretary

Brian McNeal, Mayor

APPROVED AS TO FORM:

Michael Halla, City Attorney

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

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

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



Request for Proposal (RFP)

City of McLendon-Chisholm, TX

**Street Repairs and Culvert Replacement
Briar Glen Dr, Meadow Dr, and Glen Acres Dr**

RFP No.: 2025-1-10

Issue Date: 10/01/2025

Proposal Due Date: 10/15/2025 by 4:00 p.m. CST

1. Introduction

The City of McLendon-Chisholm is soliciting proposals from qualified contractors for street repairs and culvert replacement on Briar Glen Dr, Meadow Dr, and Glen Acres Dr. Please refer to Exhibit A. The selected contractor will be responsible for all labor, materials, equipment, and supervision necessary to complete the project in accordance with the specifications outlined in this RFP.

2. Scope of Work

Project Locations:

- **Briar Glen Dr:** 3,018 linear feet x 20' width
- **Meadow Dr:** 1,757 linear feet x 20' width
- **Glen Acres Dr:** 691 linear feet x 18' width

Preparation:

- Mark, clean, and prepare roads for road base installation to pre-fill potholes and level low areas.
- Water and compact the base per material specifications using a roller to achieve compaction.

Asphalt Overlay / Resurface:

- Resurface approximately 107,938 square feet of asphalt.
- Overlay streets with 3" of Type D hot mix asphalt using a specialized paving machine for a smooth and solid surface.
- Compact asphalt to required specifications.



Culvert Replacement:

- Demo and remove approximately 650 square feet of concrete above culverts, including headwalls and galvanized culverts. Haul debris to dump site.
- Excavate and prepare gravel bedding, install and compact to provide a solid foundation.
- Install new 42" RCP culverts, ensuring proper alignment.
- Backfill and compact in layers to prevent settling.
- Form and pour concrete headwalls.
- Replace concrete above culverts with 4,000 PSI concrete mix, 6" thick, reinforced with #4 rebar at 12" centers.

Warranty:

- The contractor shall provide a **two (2) year warranty** on materials and workmanship for the completed project.

3. Proposal Submission Requirements

Proposals must include:

- Company profile and relevant project experience.
- Proposed work schedule and timeline for completion.
- Total cost proposal with itemized breakdown.
- Proof of liability insurance.
- Three references for similar completed projects.

4. Evaluation Criteria

Proposals will be evaluated based on:

- Cost competitiveness.
- Experience with similar projects.
- Demonstrated ability to meet project requirements and schedule.
- Warranty and service commitments.

5. Proposal Deadline

Proposals must be received by the City of McLendon-Chisholm no later than:

October 15, 2025, at 5:00 p.m. CST via email at citymanager@mclendon-chisholm.com or via mail/in person at 1371 West FM 550, McLendon-Chisholm, TX 75032

Late submissions will not be accepted.



6. Submission Instructions

Submit proposals to:

Electronically at: citymanager@mclendon-chisholm.com

By mail:

City of McLendon-Chisholm

Attn: City Manager

1371 W FM 550

Rockwall, TX 75032

7. Questions

Questions regarding this RFP must be submitted in writing to: citymanager@mclendon-chisholm.com



Exhibit A

Scope of services



ROAD IMPROVEMENT SERVICES AGREEMENT

City of McLendon-Chisholm – Glen Acres Subdivision Road Improvements

This Construction Services Agreement (“Agreement”) is entered into by and between the City of McLendon-Chisholm, Texas, a Texas home-rule municipality (hereinafter referred to as the “City”), and Anderson Asphalt & Concrete Paving, LLC, a Texas limited liability company (hereinafter referred to as the “Contractor”), collectively referred to as the “Parties.”

1. PROJECT DESCRIPTION

The Contractor shall furnish all labor, materials, equipment, supervision, and services necessary for culvert repair, asphalt paving services, and cement stabilization on Briar Glen Drive, Meadow Drive, and Glen Acres Drive within the Glen Acres Subdivision, in accordance with the terms and conditions of this Agreement, and consistent with the scope of work outlined in the City’s Request for Proposals (RFP No. 2025-1-10) and the Contractor’s proposal dated October 15, 2025, both of which are incorporated herein by reference.

Work includes, but is not limited to:

- 8-inch cement stabilization using Portland cement at a rate of 40 lbs/sy (TxDOT Item 275);
- 3-inch Type C Hot Mix Asphaltic Concrete surface course (TxDOT Item 340);
- Removal and replacement of existing culvert structures and construction of a new 2-foot-thick, 3,500 PSI concrete headwall; and
- All associated testing, traffic control, surveying, and performance bonding.

2. CONTRACT AMOUNT

The total amount payable under this Agreement shall not exceed Seven Hundred Thirty-Three Thousand Thirty-Two Dollars and Sixty-Four Cents (\$733,032.64). Payments shall be made based on approved invoices for work completed and accepted by the City.

3. TERM AND COMPLETION

The Contractor shall commence work upon receipt of a Notice to Proceed issued by the City and shall achieve substantial completion within the timeframe mutually agreed upon by the Parties as set forth in the project schedule. Time is of the essence in this Agreement.

4. PAYMENT TERMS

The Contractor shall submit itemized invoices no more frequently than monthly. Each invoice shall describe the work performed, materials used, and the percentage of completion. Payment shall be made by the City within thirty (30) days of receipt of an approved invoice.

Retainage, if applicable, shall be withheld in accordance with Chapter 2252, Texas Government Code.

5. CHANGES AND AMENDMENTS

No change, modification, or amendment to this Agreement shall be valid unless made in writing and approved by both Parties. Any changes affecting the contract amount or scope of work shall be documented by a written Change Order approved by the City.

6. TERMINATION

The City may terminate this Agreement for convenience upon ten (10) days' written notice to the Contractor. In the event of termination, the Contractor shall be paid for work satisfactorily performed up to the date of termination. The City may also terminate this Agreement for cause if the Contractor fails to perform in accordance with its terms.

7. PERFORMANCE AND WARRANTY

The Contractor warrants that all work shall be completed in a good and workmanlike manner and in compliance with all applicable federal, state, and local laws, codes, and regulations. All work performed shall be warranted for a period of two (2) years from the date of final acceptance by the City.

The Contractor shall not be held liable for longitudinal cracking. However, in the event longitudinal cracking occurs, the Contractor agrees to maintain the affected areas through crack filling as part of routine maintenance during the bond period.

8. DELAYS AND LIQUIDATED DAMAGES

The Contractor shall perform the work diligently and in accordance with the agreed schedule. If the Contractor fails to complete the work within the agreed period, without justifiable cause, the City may assess liquidated damages in the amount of \$250 per calendar day for each day of delay beyond the completion date.

Delays caused by acts of God, inclement weather, or other events beyond the Contractor's reasonable control shall not be subject to penalties, provided written notice and supporting documentation are submitted within five (5) days of occurrence.

The Parties acknowledge that such damages are not a penalty but a reasonable estimate of actual damages sustained by the City due to delay.

9. INSURANCE AND INDEMNIFICATION

The Contractor shall maintain, at its own expense, insurance coverage including:

- Commercial General Liability: minimum \$1,000,000 per occurrence;

- Workers' Compensation: statutory limits;
- Automobile Liability: minimum \$1,000,000 combined single limit.

Certificates of insurance naming the City of McLendon-Chisholm as an additional insured shall be provided prior to commencement of work.

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, damages, or liabilities arising out of or related to the performance of work under this Agreement.

THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OR LIABILITIES ARISING OUT OF OR RELATED TO THE PERFORMANCE OF WORK UNDER THIS AGREEMENT.

10. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, and regulations of federal, state, and local governments, including all safety and environmental requirements.

11. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and not an employee, agent, or representative of the City. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the Parties.

12. ASSIGNMENT

The Contractor shall not assign or transfer this Agreement or any portion thereof without the prior written consent of the City.

13. ENTIRE AGREEMENT

This Agreement, together with any attachments or incorporated documents, constitutes the entire understanding between the Parties and supersedes all prior negotiations or agreements, whether written or oral.

14. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Rockwall County, Texas.

15. NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered personally or sent by certified mail, return receipt requested, to the following addresses:

City of McLendon-Chisholm

Attn: City Manager
1371 West FM 550
McLendon-Chisholm, TX 75032

Anderson Asphalt & Concrete Paving, LLC

Attn: Cory Henneberg
11343 Mathis Avenue
Dallas, TX 75229

16. EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date of the last signature below.

CITY OF MCLENDON-CHISHOLM, TEXAS

By: _____

Bryan McNeal, Mayor

Date: _____

ATTEST:

Angela Jennings, City Secretary

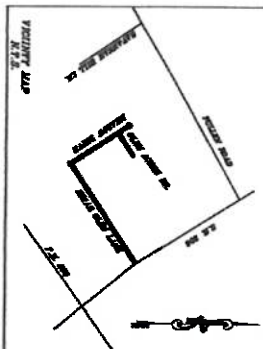
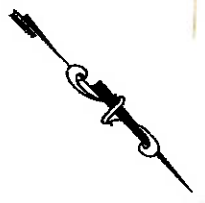
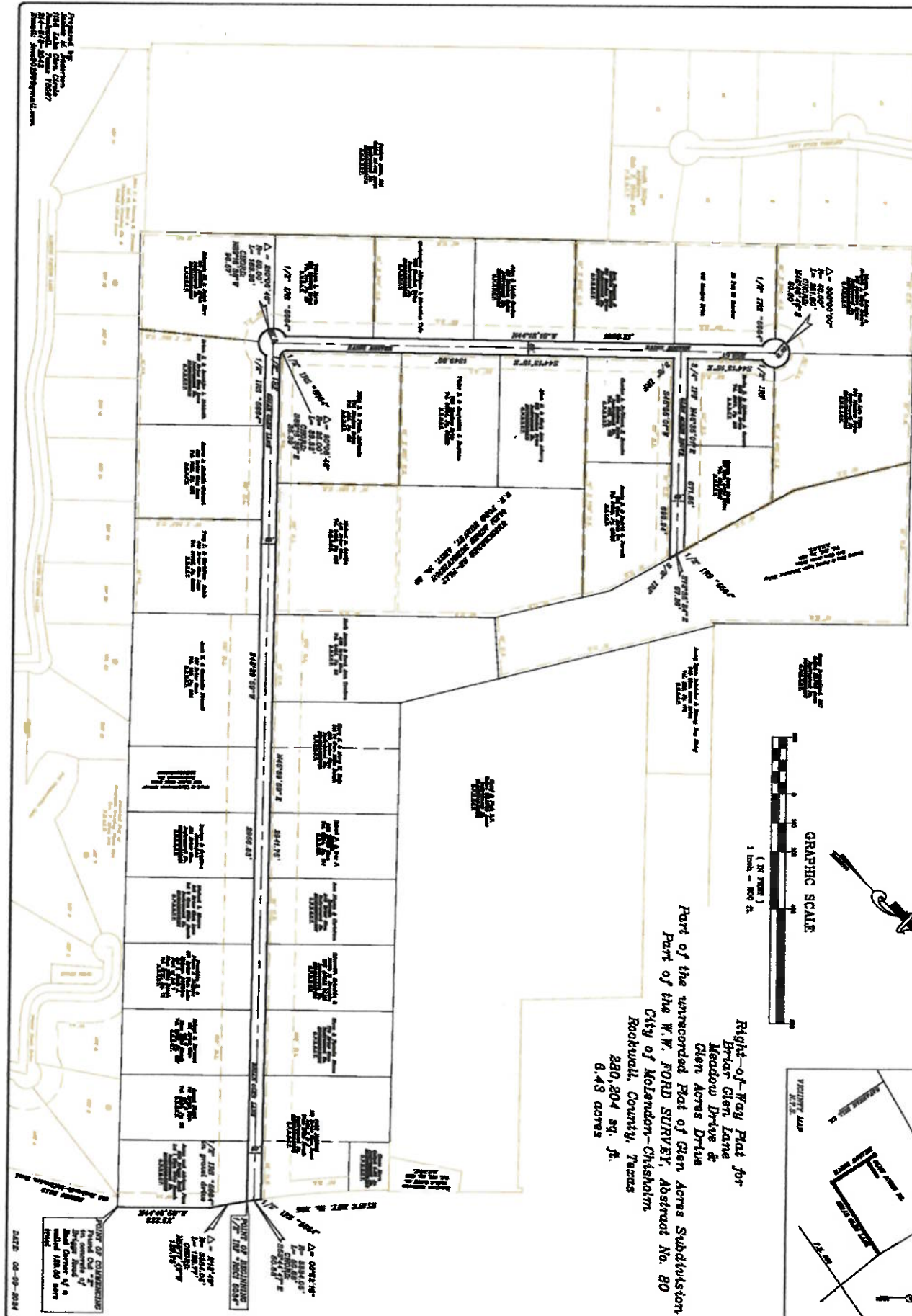
ANDERSON ASPHALT & CONCRETE PAVING, LLC

By: _____

Cory Henneberg, Representative

Date: _____

1/4 Section 10, Township 10N, Range 10E, County of Rockwall, Texas
 1/4 Section 10, Township 10N, Range 10E, County of Rockwall, Texas
 1/4 Section 10, Township 10N, Range 10E, County of Rockwall, Texas



Right-of-Way Plat for
 Bryant Glen Lane
 Meadow Drive &
 Glen Acres Drive
 Part of the unrecorded Plat of Glen Acres Subdivision
 Part of the W.W. FORD SURVEY, Abstract No. 80
 City of McLandon-Chisholm
 Rockwall, County, Texas
 280.204 sq. ft.
 6.43 ACRES

Prepared by
 Surveyor
 Rockwall, Texas 75087
 972-972-2022
 Email: jason@jasonsurvey.com

DATE: 06-05-2024
 POINT OF COMPLETION
 The survey was completed on the 5th day of June, 2024, at the County of Rockwall, Texas.



City of McLendon-Chisholm Staff Report

Date: November 10, 2025

Agenda Item: Discuss and consider an ordinance annexing approximately 19.325 acres of land (six tracts) located in the W.W. Ford Survey, Abstract No. 80, Rockwall County, Texas, into the corporate limits of the City of McLendon-Chisholm.

Background:

The City of McLendon-Chisholm has received petitions for voluntary annexation from the owners of six properties located within the City's extraterritorial jurisdiction (ETJ), situated in the W.W. Ford Survey, Abstract No. 80. The properties collectively comprise approximately 19.325 acres of land and include Tracts 26, 31, 33, 35, 37, and 39.

The petitions were received by the City on July 20, 2025, in accordance with Chapter 43 of the Texas Local Government Code, which authorizes municipalities to annex territory into their corporate limits when such action is petitioned by property owners and meets statutory criteria.

A public hearing was held at the September 9, 2025, council meeting to receive comments the proposed annexation.

Fiscal Impact:

The annexation will incrementally increase the City's property tax base and ensure consistent application of City codes and standards. The City anticipates incurring roadway repair and maintenance costs for Glen Acres as a result of this annexation, which serves as a prerequisite for accepting the private roadway into the City's maintenance program.

Options/Alternatives:

1. City Council may approve the Ordinance, as presented.
2. City Council may deny the Ordinance.

Recommendation:

Staff recommends approval of the Ordinance, as presented.

Attachments:

- Annexation Ordinance
- Exhibit A – Legal Description and Map of Subject Property
- Exhibit B – Annexation Petitions

Presenter: Fabrice Kabona, City Manager

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, TO INSTITUTE VOLUNTARY ANNEXATION PROCEEDINGS FOR THE HEREINAFTER DESCRIBED PROPERTY CONSISTING OF TERRITORY MORE SPECIFICALLY DESCRIBED BELOW AND COMPRISING APPROXIMATELY 19.325-ACRES OF LAND SITUATED IN THE W. W FORD SURVEY, ABSTRACT NO. 80, TRACT NUMBERS 26, 31, 33, 35, 37 AND 39, IN ROCKWALL COUNTY, TEXAS LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF MCLENDON-CHISHOLM, TEXAS INTO THE CORPORATE LIMITS OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS; PROVIDING FOR THE INCORPORATION OF PREMISES; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of McLendon-Chisholm, Texas, ("City"), is authorized, pursuant to Chapter 43 of the Texas Local Government Code, to annex property and extend the corporate limits of the City, subject to state law; and

WHEREAS, the property owners to voluntarily annex the certain property described herein (the "Property") in **Exhibit A**, attached hereto and incorporated as if set forth fully herein; and

WHEREAS, on July 20th, 2025, the City received the petitions of (the "Owner") of the Property, requesting voluntary annexation into the City of McLendon-Chisholm, attached hereto and incorporated as if set forth fully herein as **Exhibit B** (the "Annexation Petition") and for such annexation; and

WHEREAS, on September 9th, 2025, the City Council held a public hearing on this annexation; and

WHEREAS, all of the Property is contiguous to and within the exclusive extraterritorial jurisdiction of the City; and

WHEREAS, all required notices, all public hearings, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

WHEREAS, the City Council of the City of McLendon-Chisholm finds and determines that annexation of the Property as requested by the Property owners are in the best interests of the citizens of the City of McLendon-Chisholm and the owners and residents of the area.

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

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Annexation. That the Property legally described in **Exhibit A** is hereby annexed into the City of McLendon-Chisholm, Rockwall County, Texas, and that the boundary limits of the City of McLendon-Chisholm, Texas, be and the same are hereby extended to include the above-described territory within the city limits of the City of McLendon-Chisholm, and that same shall hereafter be included within the territorial limits of said City.

SECTION 3. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City of McLendon-Chisholm. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 4. City Manager Authorization. The City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to effectuate this Ordinance, including any corrections to the official map of the City to add the territory hereby annexed as required by law.

SECTION 5. Severability Clause. It is hereby declared by the City Council of the City of McLendon-Chisholm that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance.

SECTION 6. Cumulative Clause. This Ordinance shall be cumulative of all provisions of ordinances of the City of McLendon-Chisholm except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 7. Public Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law.

SECTION 8. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Rockwall County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 9. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City of McLendon-Chisholm, Texas.

PASSED AND APPROVED on the 10th day of November, 2025.

MAYOR

ATTEST:

CITY SECRETARY

CITY ATTORNEY - APPROVED AS TO FORM

Exhibit A

Property Description: 2.84 acres, more or less, out of the W.W Ford Survey, Abstract Number 80, Tract Number 31, Mitchell-Williams Subdivision, (unrecorded) Now known as Glen Hills Ranch, in the City of McLendon-Chisholm ETJ, Rockwall County, Texas, Parcel Nos. 16710

Property Description: 2.563 acres, more or less, out of the W.W.Ford Survey, Abstract Number 80, Tract Number 26, Mitchell-Williams Subdivision, (unrecorded) Now known as Glen Hills Ranch, in the City of McLendon-Chisholm ETJ, Rockwall County, Texas, Parcel Nos. 16705

Property Description: 2.083 acres, more or less, out of the W.W. Ford Survey, Abstract Number 80, Tract Number 39, Mitchell-Williams Subdivision, (unrecorded) Now known as Glen Hills Ranch, in the City of McLendon-Chisholm ETJ, Rockwall County, Texas, Parcel Nos. 16717

Property Description: 2.857 acres, more or less, out of the W.W. Ford Survey, Abstract Number 80, Tract Number 33, Mitchell-Williams Subdivision, (unrecorded) Now known as Glen Hills Ranch, in the City of McLendon-Chisholm ETJ, Rockwall County, Texas, Parcel Nos. 16712

Property Description: 4.802 acres, more or less, out of the W. W. Ford Survey, Abstract Number 80, Tract Number 37, Mitchell-Williams Subdivision, (unrecorded) Now known as Glen Hills Ranch, in the City of McLendon-Chisholm ETJ, Rockwall County, Texas, Parcel Nos. 16716.

Property Description: 4.18 acres, more or less, out of the W.W.Ford Survey, Abstract Number 80, Tract Number 35, Mitchell-Williams Subdivision, (unrecorded) Now known as Glen Hills Ranch, in the City of McLendon-Chisholm ETJ, Rockwall County, Texas, Parcel Nos. 16714

**Exhibit B
Annexation Petition**

Date: 7/16/25

Name: Jose Romero

Address: 861 Meadow Dr
Rockwall Tx, 75082

I would like to petition the City of McLendon Chisholm to annex my property into the city. I am the homeowner at 861 Meadow Dr McLendon Chisholm and would like to be included in the City of McLendon Chisholm.

Signature JR

Date 7/16/25

Witnessed by: Jennifer Heldreth (Print)

Jheldreth (Signature)

7/16/25 (Date)

Date: 7/16/25

Name: Kevin Carson

Address: 920 Meadow
Rockwall, TX 75032

I would like to petition the City of McLendon Chisholm to
annex my property into the city. I am the homeowner at
920 Meadow Drive, Rockwall, TX - 75032 and would
like to be included in the City of McLendon Chisholm.

Signature Chi Carson

Date 7/16/25

Witnessed by: Jennifer Addreth (Print)

J Addreth (Signature)

7/16/25 (Date)

Date: July 19th, 2025

Name: Curtis Sasson

Address: 921 Meadow Drive
Rockwall, TX 75032

I would like to petition the City of McLendon Chisholm to annex my property into the city. I am the homeowner at 921 Meadow Dr. Rockwall, TX 75032 and would like to be included in the City of McLendon Chisholm.

Signature: C. Sasson

Date: 7/19/2025

Witnessed by: Jennifer Hildreth (Print)

J. Hildreth (Signature)

7/19/25 (Date)

Date: 7.20.25

Name: DAU TRAN

Address: 930 MEADOW DRIVE
ROCKWELL NY 75032

I would like to petition the City of McLendon Chisholm to annex my property into the city. I am the homeowner at 930 MEADOW DRIVE 75032 and would like to be included in the City of McLendon Chisholm.

Signature

Date 7.20-2025

Witnessed by: Jennifer Heldreth (Print)

Jennifer Heldreth (Signature)

07.20.25 (Date)

Date: 7/20/25

Name: Diana Broeske

Address: 850 Meadow Dr
Rockwall TX 75032

I would like to petition the City of McLendon Chisholm to annex my property into the city. I am the homeowner at 850 Meadow Dr and would like to be included in the City of McLendon Chisholm.

Signature Diana Broeske

Date July 20, 2025

Witnessed by: Jennifer Heldreth (Print)

Jennifer Heldreth (Signature)

7/20/25 (Date)

Date: 7/20/25

Name: Nusi Amusan
Nusi Ventures LLC

Address: 931 Meadow Dr
Rockwall TX 75082

I would like to petition the City of McLendon Chisholm to annex my property into the city. I am the homeowner at 931 Meadow Dr and would like to be included in the City of McLendon Chisholm.

Signature 

Date 7/20/25

Witnessed by: Jennifer Helder (Print)

 (Signature)

7/20/25 (Date)



City of McLendon-Chisholm Staff Report

Date: November 10, 2025

Agenda Item: Discuss and consider approval of an ordinance accepting the petition to convert private streets to public streets in the Glen Acres Subdivision.

Background:

On June 24, 2025, the City Council adopted Ordinance No. 2025-17, which amended Chapter 10 of the City's Code of Ordinances to add Section 10.03.010 – Conversion of Private Streets to Public Streets. This ordinance established procedures and cost-sharing provisions that allow private streets to be converted into public streets upon petition by property owners or a homeowners association (HOA) and approval by the City Council.

Following the adoption of that ordinance, the property owners of the Glen Acres Subdivision submitted a petition requesting the conversion of the private streets known as Briar Glen Drive, Meadow Drive, and Glen Acres Drive into public streets. The petition meets the requirements of Section 10.03.010(B) of the City's Code of Ordinances.

The conversion of these streets to public streets will allow the City to assume ownership and maintenance responsibilities, providing consistent service standards and ensuring reliable access for emergency vehicles, school buses, and utility providers.

Fiscal Impact:

The City will incur future roadway maintenance and repair costs upon acceptance of the streets. However, the initial improvement and construction costs to bring the streets to City standards will be shared with the property owners under the financing agreement. The agreement will establish payment terms and ensure recovery of the owners' share of improvement costs over the designated financing period.

Options/Alternatives:

1. City Council may approve the Ordinance, as presented.
2. City Council may deny the Ordinance.
3. Table this item for further consideration or modification.

Recommendation:

Staff recommend approval of the Ordinance, as presented.

Attachments:

- Ordinance
- Petition for Conversion of Private Streets.
- Glen Acres Subdivision plat
- Glen Acres Support Letters
- Private to Public Road Conversion Ordinance
- Attestation of Petition Signature

Presenter: Fabrice Kabona, City Manager

CITY OF MCLENDON-CHISHOLM
ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, ACCEPTING THE PETITION TO CONVERT PRIVATE STREETS TO PUBLIC STREETS IN THE GLEN ACRES SUBDIVISION; PROVIDING FOR THE ACCEPTANCE OF BRIAR GLEN DRIVE, MEADOW DRIVE, AND GLEN ACRES DRIVE INTO THE CITY'S PUBLIC STREET SYSTEM UPON SATISFACTION OF SUCH CONDITION; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of McLendon-Chisholm, Texas, is a duly organized municipality operating under the laws of the State of Texas; and

WHEREAS, on June 24, 2025, the City Council adopted Ordinance No. 2025-17, amending Chapter 10, "Subdivision Regulation," to add Section 10.03.010, "Conversion of Private Streets to Public Streets," establishing the process and cost-sharing provisions for accepting private streets into the City's public street system; and

WHEREAS, the City has received a petition from the property owners of the Glen Acres Subdivision, meeting the requirements of Section 10.03.010, requesting conversion of the private streets known as Briar Glen Drive, Meadow Drive, and Glen Acres Drive to public streets; and

WHEREAS, the City Council finds that the petition meets the requirements set forth in the City Code, and that acceptance of said petition will serve the public interest and promote the health, safety, and welfare of the residents of the City of McLendon-Chisholm.

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

SECTION 1. Acceptance of Petition. The City Council of the City of McLendon-Chisholm hereby accepts the petition submitted by the property owners of the Glen Acres Subdivision requesting the conversion of Briar Glen Drive, Meadow Drive, and Glen Acres Drive from private streets to public streets, as provided under Section 10.03.010 of the City Code of Ordinances.

SECTION 2. Public Record. A copy of the accepted petition shall be maintained in the official records of the City and made available for public inspection upon request.

SECTION 2. Future Actions. Following acceptance of the petition, the City shall take such administrative and legal actions as necessary to facilitate the conversion of said streets to public status in accordance with City standards and applicable law.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed, and all other ordinances not in conflict shall remain in full force and effect.

SECTION 5. Severability. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision hereof other than

the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 6. This Ordinance shall take effect immediately after its passage and the publication of the caption, as the law in such cases provides.

DULY PASSED and APPROVED by the City Council of the City of McLendon-Chisholm, Texas, on the 10th day of November 2025.

ATTEST:

APPROVED:

Angela Jennings, City Secretary

Brian McNeal, Mayor



City of McLendon-Chisholm Fire Department

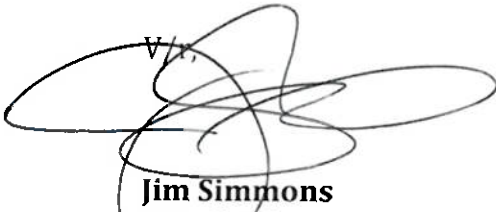
1345 West FM 550
McLendon-Chisholm, TX 75032

July 23, 2025

RE: Glen Acres roads to be included in Glen Acres petition for road repairs

To Whom it May Concern

The condition of Glen Acres Estate roads is a detriment to MCFD's effective response times during emergency calls.

V/S,

Jim Simmons
Fire Chief
McLendon-Chisolm Fire Department

From: Bryant Kingsberry bryant.dancy-kingsberry@rockwallisd.org
Subject: Rockwall ISD: Bus Schedule Update
Date: Feb 25, 2025 at 3:46:57 PM
To: heldrethfamily2001@yahoo.com
Cc: Michael Stuart Michael.Stuart@rockwallisd.org, Debra Humphries
debra.humphries@rockwallisd.org, Kristie Hudspeth
kristie.hudspeth@rockwallisd.org

ROCKWALL ISD
TRANSPORTATION

Dear Parent/Guardian,
Re: Graham Heldreth

We are writing to inform you of a change to the school bus stop location for Graham Heldreth who attends Dorothy Smith Pullen Elementary currently assigned to original bus # 21 stop location Meadow Dr & Briar Glen. Due to recent safety concerns regarding the hazardous conditions on [Briar Glen Ln], we have decided to relocate the bus stop to [Briar Glen Ln & State Highway 205], effective Thursday February 27th

Le escribimos para informarle sobre un cambio en la ubicación de la parada del autobús escolar para Graham Heldreth, quien asiste a la escuela primaria Dorothy Smith Pullen, actualmente asignada a la ubicación original de la parada del autobús n.º 21, Meadow Dr & Briar Glen. Debido a las recientes preocupaciones de seguridad relacionadas con las condiciones peligrosas en [Briar Glen Ln], hemos decidido reubicar la parada de autobús a [Briar Glen Ln & State Highway 205], a partir del jueves 27 de febrero.

Day of Week	Stop Location	Bus #	Stop Time
Mon-Fri 7:00 AM / 3:19 PM	Briar Glen Ln & State Highway 205		021

Please call the Transportation department if you have any questions.

Thank you,
Transportation Department
Rockwall ISD
(972) 771-1948



Bryant Dancy-Kingsberry

Special Programs Router
Rockwall Independent School District
972-771-1948

[Transportation Website](#)

Attestation of petition signature

I, Tom Milner, HOA President of Glen Acres Homeowners Association signed all petitions with each homeowner of Glen Acres. I am listing the dates of signature for each resident's petition.

Signatures collected on July 11, 2025:

Carol Tondera 420 Briar Glen
Bethany Sasson 921 Meadow Drive
Kevin Carson 920 Meadow Drive
Jose Romero 110 Briar Glen
Jose Romero 861 Meadow Drive
Shari James 111 Briar Glen
Robert Norwood 161 Briar Glen
Mary Ann Asberry 810 Meadow Drive
Salomon Karr 611 Meadow Drive
Cristina Martafoio 291 Briar Glen
Troy Reich 441 Briar Glen
Thomas Milner 641 Glen Acres
Paula McSwain 714 Meadow Drive
Victor Dayman 730 Meadow Drive
Tim Snider 200 Briar Glen
Christina Estrada 240 Briar Glen
Devon Gallegos 331 Briar Glen
Pamela Rhone 170 Briar Glen
Susan Moore 610 Glen Acres
Frank Mullins 201 Briar Glen
Laurie Casillas 440 Briar Glen
Brian Heldreth 601 Briar Glen
James Parnell 621 Glen Acres

Signatures collected on July 12, 2025:

Danny Kirby 640 Glen Acres
Michelle Walaski 521 Briar Glen
Diana Broeske 850 Meadow Drive
Christine Tate 729 Meadow Drive
John Gordon 811 Meadow Drive
Nusi Amusan 931 Meadow Drive

Signatures collected on July 13, 2025:

Lynn Monroe 241 Briar Glen
William Lou North 651 Meadow Drive

Signatures collected on July 14, 2025
Gary Hale 330 Briar Glen
Barry Bennett 421 Briar Glen

Signatures collected on July 17, 2025:
Sue Hewitt

All petitions were collected for submission to the city in
reference to the Road Ordinance.

Print:

THOMAS L. MILLNER - PRESIDENT GLEN ACRES HOA

Signature:

Thomas L. Miller

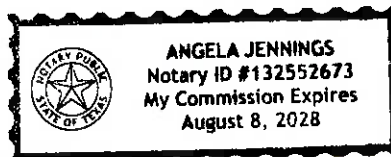
Date:

JULY 24, 2025

Notary:

Angela Jennings, City Secretary

Angela Jennings





Make our Road a City Owned Road

Make your voice heard! Please fill out the form to support this petition.

Welcome to our "Private to Public Road" Petition Form. This petition is a powerful tool for residents to come together and ask our elected officials to make our private roads public and strengthen our community.

By participating in this petition, you're joining your neighbors in voicing your concerns and advocating for solutions that benefit everyone. Your involvement is essential in shaping the future of our community and ensuring that it remains a vibrant, thriving place to live, work, and play.

This petition requests that the City of McLendon-Chisholm finance, repair or design and construct a new street to city standards along with water and sanitary sewer lines (if applicable); Water line design and construction to be coordinated with the appropriate water service. This petition is acting under Section C .3 a-f.

Let's unite in solidarity and work towards common goals that enhance the quality of life for all residents. Your participation in this community petition is a testament to your commitment to building a stronger, more resilient, and inclusive community. Join us in making a difference and shaping the future of our community together.

Name GARY HALE

Street Address 330 BRIAR GLEN

City ROCKWALL State TX Zip 75082

Phone Number 469-951-4815

E-mail Address GARY.E.HALE77@GMAIL.COM

Reason for Supporting UNSAFE ROAD

Signature [Signature]

HOA Representative [Signature] Home Owner X GARY HALE

Must be signed by 90% of residents in neighborhood making this request



Make our Road a City Owned Road

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Name Carol Tondera

Street Address 420 Briar Glen

City Rockwall State TEXAS Zip 75032

Phone Number 214 907 2043

E-mail Address wildthingtx26@aol.com

Reason for Supporting unsafe roads

Signature Carol Tondera

HOA Representative Thomas P. Miller Home Owner Carol Tondera

Must be signed by 90% of residents in neighborhood making this request



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Name Bethany Sasson

Street Address 921 Meadow Dr.

City Rockwall State Tx Zip 75032

Phone Number 720-261-6113 720-365-3820

E-mail Address bsassy87@gmail.com

Reason for Supporting Wanting a road that is safe for the neighborhood and everyone living in it.

Signature Bethany Sasson

HOA Representative Thomas L. Miller Home Owner Bethany Sasson

Must be signed by 90% of residents in neighborhood making this request



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Name Kevin Carson

Street Address 920 Meadow Dr.

City Rockwall State TX Zip 75038

Phone Number 214-797-4398

E-mail Address kevin@kjhearon.com

Reason for Supporting unsafe roads

Signature [Signature]

HOA Representative [Signature] Home Owner Kevin Carson

Must be signed by 90% of residents in neighborhood making this request



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Name Jose Romero

Street Address 110 Briar Ln

City Rockwall State TX Zip 75032

Phone Number 214-859-2635

E-mail Address WSH Cabinets @ WoodHook . com

Reason for Supporting Unsafe road

Signature ILR

HOA Representative Thomas L. Miller Home Owner Jose Romero

Must be signed by 90% of residents in neighborhood making this request



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Name Jose Romero

Street Address 861 Meadow Dr

City Rockwall State Tx Zip 75032

Phone Number 214-859-2635

E-mail Address WJHcabinets@outlook.com

Reason for Supporting Home owner - unsafe road

[Signature]

Signature [Signature]

HOA Representative Thomas L. Miller Home Owner Jose Romero

Must be signed by 90% of residents in neighborhood making this request



Make our Road a City Owned Road

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Name DANNY KIRBY
 Street Address 640 BLOK ACROS
 City ROCKWALL State TX Zip 75082
 Phone Number 214 - 543-8505
 E-mail Address DANNY KIRBY
 Reason for Supporting UNSAFE ROAD

Signature Danny Kirby
 HOA Representative Thomas M. Kirby Home Owner DANNY KIRBY

Must be signed by 90% of residents in neighborhood making this request



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Name Shari L. James

Street Address 111 Briar Glen

City Rockwall State TX Zip 75082-8113

Phone Number 214-914-0253

E-mail Address james@TOBRUKMALS.COM

Reason for Supporting unsafe road

Signature Shari L. James

HOA Representative Thomas L. Allen Home Owner SHARI L. JAMES

Must be signed by 90% of residents in neighborhood making this request



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Name Michelle Walaski
 Street Address 521 Briar Glen
 City McLendon-Chisholm State Texas Zip 75032
 Phone Number (915) 929-1957
 E-mail Address mswalaski@yahoo.com
 Reason for Supporting Unsafe Roads

Signature [Signature]
 HOA Representative Thomas L. Miller Home Owner Michelle Walaski

Must be signed by 90% of residents in neighborhood making this request



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Name ROBERT 12 NOWWOOD

Street Address 161 BRICK CUM

City McLendon State TX Zip 75032

Phone Number 214 683 9966

E-mail Address bob NOWWOOD @ JBC GLOBAL - NET

Reason for Supporting UNSAFE ROAD

Signature Robert W. Nowwood

HOA Representative Thomas L. Hall Home Owner ROBERT NOWWOOD

Must be signed by 90% of residents in neighborhood making this request



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Name Mary Ann Asberry

Street Address 810 Meadow Drive

City Rockwall State Tx Zip 75037

Phone Number 469-865-3544

E-mail Address maasberry@sbcglobal.net

Reason for Supporting unsafe road

Signature Mary Ann Asberry

HOA Representative Thomas D. Miller Home Owner Mary Ann Asberry

Must be signed by 90% of residents in neighborhood making this request



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Name Salomon Karr

Street Address 611 meadow Dr

City Rockwall State TX Zip 75082

Phone Number 469-288-4308

E-mail Address Salomon.Karr@hotmail.com

Reason for Supporting Unsafe road.

Signature [Signature]

HOA Representative Thomas L. Miller Home Owner Salomon Karr

Must be signed by 90% of residents in neighborhood making this request



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Name Cristina Martafioiu

Street Address 291 Briar Glen

City Rockwall State TX Zip 75082

Phone Number 214-779-2499

E-mail Address cciornei92@yahoo.com

Reason for Supporting Unsafe roads

Signature Cristina Martafioiu

HOA Representative Thomas Lytle Home Owner Cristina Martafioiu

Must be signed by 90% of residents in neighborhood making this request



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Name ~~FR~~ TROY REICH

Street Address 441 BRIAR GREEN

City ROCKWALL State TX Zip 75032

Phone Number 214-228-3040

E-mail Address 404freight@gmail.com

Reason for Supporting UNSAFE ROADS

Signature *[Signature]*

HOA Representative *[Signature]* Home Owner TROY REICH

Must be signed by 90% of residents in neighborhood making this request



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Name THOMAS L. MILNER

Street Address 641 GLEN ACRES DR

City ROCKWALL State TX Zip 75032

Phone Number 972-741-9543

E-mail Address tommylmi1ner@yahoo.com

Reason for Supporting UNSAFE ROADS

Signature Thomas L. Milner

HOA Representative Paula L. McEwan Home Owner THOMAS L. MILNER

Must be signed by 90% of residents in neighborhood making this request



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Name Paula L McSwain

Street Address 714 Meadow Dr

City Rockwall State TX Zip 75082

Phone Number 214-502-6300

E-mail Address confetti.kennel@yahoo.com

Reason for Supporting Road is extremely hazardous

Signature Paula L McSwain

HOA Representative Thomas J Miller Home Owner Paula L McSwain

Must be signed by 90% of residents in neighborhood making this request

Exhibit C



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Name VICTOR D. DAYMAN

Street Address 230 MEADOW DRIVE

City ROCKWALL State TX Zip 75082

Phone Number (214) 534-4529

E-mail Address VICTOR@THEDAYMANS.COM

Reason for Supporting UNSAFE ROAD

Signature Victor D. Dayman

HOA Representative Thomas L. Miller Home Owner VICTOR D. DAYMAN

Must be signed by 90% of residents in neighborhood making this request



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Name Tim Snider

Street Address 200 Briar Glen Ln

City Rockwall State TX Zip 75082

Phone Number 205-915-1258

E-mail Address timsnider5@gmail.com

Reason for Supporting Safety

Signature [Signature]

HOA Representative Thomas L. Miller Home Owner Tim Snider

Must be signed by 90% of residents in neighborhood making this request



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Name Christina Estrada

Street Address 240 Briar Glen

City Rockwall State TX Zip 75032

Phone Number (214) 875-3222

E-mail Address C-estrada@sbcglobal.net

Reason for Supporting Unsafe Road

Signature [Signature]

HOA Representative Thomas L. Miller Home Owner Christina Estrada

Must be signed by 90% of residents in neighborhood making this request



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Name Devon Gallegos
 Street Address 331 Briar Glen Ln
 City Rockwall State TX Zip 75082
 Phone Number 469-688-8179
 E-mail Address devon.r.gallegos@gmail.com
 Reason for Supporting unsafe roads

Signature Devon Gallegos

HOA Representative Thomas L. [Signature] Home Owner Devon + Chase Gallegos

Must be signed by 90% of residents in neighborhood making this request



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Name Pamela Rhone

Street Address 170 Briar Glen

City Rockwall State TX Zip 75082

Phone Number 214 697 9967

E-mail Address pwrhone@gmail.com

Reason for Supporting dangerous road

Signature Pamela Rhone

HOA Representative Thomas L. Miller Home Owner Pamela Rhone

Must be signed by 90% of residents in neighborhood making this request



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Name Susan Moore

Street Address 610 Glen Acres Drive

City Rockwall State TX Zip 75032

Phone Number 972-941-7669

E-mail Address susan rhmoore@gmail.com

Reason for Supporting Road is dangerous to drive on.

Signature Susan Moore

HOA Representative Thomas Miller Home Owner Susan Moore

Must be signed by 90% of residents in neighborhood making this request



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Name FRANK MULLINS

Street Address 201 BRIAN C LN

City Rockwall State TX Zip 75087

Phone Number 214 587 8458

E-mail Address FRANKMULLINS0210@GMAIL.COM

Reason for Supporting HOSKINS ROAD

Signature [Signature]

HOA Representative Thomas L. Miller Home Owner FRANK MULLINS

Must be signed by 90% of residents in neighborhood making this request



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Name Laurie Casillas
 Street Address 440 Brian Glen
 City Rockwall State Texas Zip 75082
 Phone Number 214 697 9295
 E-mail Address lauriecasillas@hotmail.com
 Reason for Supporting unsafe roads. dangerous
 Signature Laurie Casillas
 HOA Representative Thomas L. Miller Home Owner Laurie Casillas

Must be signed by 90% of residents in neighborhood making this request

Exhibit C



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Name Brian + Jennifer Heldreth

Street Address 601 Briar Glen

City Rockwall State Texas Zip 75032

Phone Number 469. 685. 2647

E-mail Address heldrethfamily2001@yahoo.com

Reason for Supporting our road is in dire straights.

Signature [Handwritten Signature] [Handwritten Signature]

HOA Representative Thomas Miller Home Owner Jennifer Heldreth
Brian Heldreth

Must be signed by 90% of residents in neighborhood making this request



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Name James Parnell

Street Address 621 Glen Acres

City Rodwell State TX Zip 75032

Phone Number 214-537-5200

E-mail Address JParnell@gmail.com

Reason for Supporting unsafe roadway

Signature [Signature]

HOA Representative Thomas L. Miller Home Owner James Parnell

Must be signed by 90% of residents in neighborhood making this request

Exhibit C



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Name Christine Tate
Street Address 729 Meadow Dr
City Rockwall State TX Zip 75043
Phone Number 2147993537
E-mail Address c-tate@verizon.net
Reason for Supporting unsafe

Signature Christine Tate
HOA Representative Thomas Miller Home Owner Christine Tate

Must be signed by 90% of residents in neighborhood making this request



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Name Diana & Charles Broeske
 Street Address 850 Meadow Ln
 City Leckwall State TX Zip 75032
 Phone Number 214-202-7358
 E-mail Address dianabroeske@sbcglobal.net
 Reason for Supporting unsafe roads

Signature Diana Broeske
 HOA Representative Thomas L. Walker Home Owner Diana Broeske

Must be signed by 90% of residents in neighborhood making this request

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By participating in this petition, you're joining your neighbors in voicing your concerns and advocating for solutions that benefit everyone. Your involvement is essential in shaping the future of our community and ensuring that it remains a vibrant, thriving place to live, work, and play.

This petition requests that the City of McLendon-Chisholm finance, repair or design and construct a new street to city standards along with water and sanitary sewer lines (if applicable); Water line design and construction to be coordinated with the appropriate water service. This petition is acting under Section C .3 a-f.

Let's unite in solidarity and work towards common goals that enhance the quality of life for all residents. Your participation in this community petition is a testament to your commitment to building a stronger, more resilient, and inclusive community. Join us in making a difference and shaping the future of our community together.

Name John Gordon

Street Address 811 MEADOW DR

City Rockwall State TX Zip 75032

Phone Number 214-478 4357

E-mail Address JP.Gordon@SBCGLOBAL.NET

Reason for Supporting UNSAFE ROADS

Signature [Signature]

HOA Representative Thomas L. McNeal Home Owner John Gordon

Must be signed by 90% of residents in neighborhood making this request



Make our Road a City Owned Road

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Name Nusi Amusan
 Street Address 931 Meadow Dr
 City Rockwall State TX Zip 75082
 Phone Number 214-417-3330
 E-mail Address nusi.ventures@gmail.com
 Reason for Supporting Un save road

Signature [Signature]
 HOA Representative [Signature] Home Owner Nusi Ventures LLC

Must be signed by 90% of residents in neighborhood making this request



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Name DAN TRAN

Street Address 930 MEADOW DRIVE

City ROCKWALL State TX Zip 75082

Phone Number 214-250-7140

E-mail Address DANHTRAN@YAHOO.COM

Reason for Supporting UNSAFE ROAD

Signature [Signature]

HOA Representative Thomas Miller Home Owner DAN TRAN

Must be signed by 90% of residents in neighborhood making this request



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Name LYNN MONROE

Street Address 241 Briar Glen

City Rockwall State Tx Zip 75032

Phone Number 808-800-1496

E-mail Address 5966alooker@gmail.com

Reason for Supporting _____

unsafe Road

Signature Lynn D. Monroe

HOA Representative Thomas D. Monroe Home Owner LYNN D. MONROE

Must be signed by 90% of residents in neighborhood making this request



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Name Barry Bennett

Street Address 421 Briar Glen

City Rockwall State Tx Zip 75082

Phone Number 214-402-4144 / 45

E-mail Address crg.1@hotmail.com

Reason for Supporting Unsafe Road

[Signature]

Signature [Signature]

HOA Representative Thomas L. Miller Home Owner Barry Bennett

Must be signed by 90% of residents in neighborhood making this request



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Name William Lou North

Street Address 651 Meadow Dr.

City Rockwall State TX Zip 75032

Phone Number 972-567-6189

E-mail Address lounorth50@yahoo.com

Reason for Supporting car repair costs, school bus access and first responders access

Signature William L North

HOA Representative Thomas P. Miller Home Owner William Lou North

Must be signed by 90% of residents in neighborhood making this request



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This petition requests that the City of McLendon-Chisholm finance, repair or design and construct a new street to city standards along with water and sanitary sewer lines (if applicable); Water line design and construction to be coordinated with the appropriate water service. This petition is acting under Section C .3 a-f.

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Name Sue F. Hewitt

Street Address 290 Briar Glen Lane

City Rockwall State Texas Zip 75082

Phone Number (214) 762-2002

E-mail Address musiczuevp@yahoo.com

Reason for Supporting It clearly will enhance

quality of life by having better road to

Signature Sue F. Hewitt

HOA Representative Thomas Mich Home Owner ☒ Sue F. Hewitt

Must be signed by 90% of residents in neighborhood making this request

ORDINANCE NO. 2025-17

AN ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 10, "SUBDIVISION REGULATION", ARTICLE 10.03, "STANDARD STREET SPECIFICATIONS AND CONSTRUCTION DETAILS IN SUBDIVISIONS", BY ADDING SECTION 10.03.010 "CONVERSION OF PRIVATE STREETS TO PUBLIC STREETS"; PROVIDING A REPEALING CLAUSE; PROVIDING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of McLendon-Chisholm, Texas is a duly organized municipality, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to its Home Rule Charter; and

WHEREAS, the City Council has determined that it is necessary and advisable for the good of its residents and the benefit of the public to have an option of City control and maintenance over certain private streets and allow said private streets to become public streets under certain conditions in order to more adequately protect the citizens' health, safety and general welfare.

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

SECTION 1. That Chapter 10, Subdivision Regulation, Article 10.03, "Standard Street Specifications and Construction Details In Subdivisions" of the City of McLendon-Chisholm Code of Ordinances be and the same is hereby amended by adding Section 10.03.010, and which shall read as follows:

"...

CHAPTER 10. SUBDIVISION REGULATION

...

**ARTICLE 10.03 STANDARD STREET SPECIFICATIONS AND CONSTRUCTION
DETAILS IN SUBDIVISIONS**

...

Sec. 10.03.010 Conversion of private streets to public streets

(A) The City of McLendon-Chisholm may, but in no event is it obligated to, accept private streets as public streets upon conformance to the following provisions:

(1) A petition signed by property owners representing at least 80% of the lots abutting a private street, must be submitted to the City Secretary. The petition shall be submitted on forms obtained from the City Secretary. In the alternative, the Board of Directors of the Homeowners Association (HOA) for the affected subdivision may submit a petition for the City to accept private streets and the associated property as public streets and right-of-way upon written notice to all association members and upon the favorable vote of 80% of the membership. Documentation of the notice and minutes of the meeting at which the vote took place and recording the notice of the meeting must be submitted to the City Secretary at the time the petition is filed. A petition shall not be deemed "complete" until all the requirements of the petition have been included. An incomplete petition shall not be considered by the Council;

(2) The City has the right to inspect the private streets to determine the needed repairs prior to the City Council's legislative decision whether to accept the streets and the City shall be the sole judge of whether repairs are needed;

(3) All security stations, access control devices and other structures not consistent with a public street development as determined by the City must be removed or disabled at the owners' or associations' expense;

(4) All monies in a homeowner association fund (or similar fund which serves the same or similar purpose), designated for street maintenance, be delivered to the city. In the absence of a homeowner association and/or the fund or inadequate funds in the account, the property owners shall reimburse the City for any street maintenance provided during a period as determined by the City Council;

(5) At the expense of the owners or association, the subdivision plat must be submitted as a re-plat dedicating the rights of way and other easement to the City; and

(6) At the expense of the Homeowners Association, all homeowner association documents shall be amended, if necessary, to allow the Association to petition the City to accept private streets and any associated property as public streets and rights of-way upon written notice to all Association members and upon the favorable vote of a majority of the membership.

(7) At the expense of the Homeowner's Association or owners, all stop signs must be refreshed, speed limits installed with the city's required speed limit, as per it's Code of Ordinances and intervals and all street signage updated to the preferred format of the city as determined by Staff, prior to acceptance;

(B) For private streets that cannot meet the requirements of sections (A) above, the following procedure may be considered by the City Council to accept the private streets:

(1) In order for the City Council to consider a petition requesting the city take over ownership and maintenance of a private street under this section, the petition must be signed by a minimum of 90% of the property owners abutting the private street and must be submitted to the City Secretary. The petition shall be submitted on forms obtained from the City Secretary. In the alternative, the Board of Directors of the Homeowners Association (HOA) for the affected subdivision may submit a petition for the City to accept private streets and the associated property as public streets and right-of-way upon written notice to all association members and upon the favorable vote of 90% of the membership. Documentation of the notice and minutes of the meeting at which the vote took place and recording the notice of the meeting must be submitted to the City Secretary at the time the petition is filed. A petition shall not be deemed "complete" until all the requirements of the petition have been included. An incomplete petition shall not be considered by the Council;;

(2) At the petitioner's expense, the subdivision or properties shall be platted or replatted, as the case may be, dedicating 100% of the right-of-way needed for the project including any additional utility easement needed for the improvements;

(3) The petition shall request the City finance, design, repair and construct a new street to city standards along with water and sanitary sewer lines (sewer if available in the area); Water line design and construction to be coordinated with the appropriate water service;

(4) Unless otherwise agreed to by City Council, the City would be responsible for 50% of the street paving design and construction cost, unless budgetary constraints are evident and the city would be responsible for none of the water line and system upgrades relating to providing fire flow and sanitary sewer design and construction costs;

(5) Unless otherwise agreed to by City Council, the petitioners would be responsible for 50% of the street paving design and construction cost, all of the sanitary sewer design and construction cost, and all of the water line improvement cost;

(6) Should the City Council agree to the proposed project and cost responsibilities, the city, barring unforeseen delays, would have up to 24 months to begin construction to allow time for budgeting and design of the project;

(7) The project may be financed to no more than 20 years with reimbursement collected from each property owner. Financing and payback will be determined at the time of the application, or no later than sixty (60) days prior to the date construction of the improvements is scheduled to begin. The City may enter into an agreement with property owners which shall identify the estimated cost of the improvement or expansion, the schedule for initiation and completion of the improvement or expansion, a requirement that the improvement or expansion be designed and completed to city

standards and any other terms and conditions as deemed necessary by the City. The agreement shall provide for the method to be used to determine the amount of the reimbursement by the property owner for construction of the improvements or expansion in accordance with this section;

(8) The City may finance the project through the issuance of bonds or through any other authorized mechanism, in such manner and subject to such limitations as may be provided by law; and

(9) Nothing in this section shall be deemed in any way to be an exclusive method of enforcing the payment of the costs against the property owner, and shall not be deemed in any manner to be a waiver of the City's right to validly assess the property owners concerned for costs of the installation of improvements or expansion and to fix and enforce liens against the properties, all of which may be done as provided herein in the manner allowed by law. The liens are security for the expenditures made and interest accruing as allowed by law.

(10) At the expense of the Homeowner's Association or owner's, all stop signs must be refreshed, speed limits installed with the city's required speed limit and intervals and all street signage updated to the preferred format of the city, prior to acceptance;

(C) This section (C) applies to a private road consisting of asphalt, gravel, caliche, or is otherwise unimproved in an established residential subdivision used as the principle means of ingress and egress and has reached a condition of exigency. The homeowner association or owner(s) may petition the City to take over the road. The City may improve and pave the road to an asphalt standard approved by the City Engineer.

(1) Property owners of a private road that fall into this Section (C) category will follow the steps as detailed in Section B with appropriate documentation identifying the exigencies and how said exigencies should be addressed.

(2) Cost sharing requirements and financing options identified in Section B will be followed.

(3) A condition of exigency exists when any one or more of the following documented events have occurred within a year prior to a petition to the City Secretary:

a) The condition of the road(s) has prevented or significantly degraded the ability of emergency services to respond to property owners on the road(s).

b) The condition of the road(s) has prevented or significantly degraded the ability of school buses to utilize the road(s).

c) The condition of the road(s) has prevented or significantly degraded the ability of utility, trash and delivery service vehicles from being able to use the road(s) on a regular basis.

d) The condition of the road(s) and drainage has degraded to where it has negatively impacted culverts or bridges and potentially affecting the safety and welfare of the residents in the subdivision and/or other neighborhoods during heavy rains.

e) Prior attempts and outcomes by the owners or homeowner association have failed to address the road conditions.

f) Any other event(s) identified by the petitioner that the City deems relevant to the determination of an exigency.

(4) At the expense of the Homeowner's Association or owner's, all stop signs must be refreshed, speed limits installed with the city's required speed limit and intervals and all street signage updated to the preferred format of the city, prior to acceptance;

(5) After acceptance of the petition by the City Council, barring unforeseen delays, construction of the road should commence within **six (6) months** unless budgetary constraints require waiting until the beginning of the next fiscal year. Upon completion, any future improvements will be a City responsibility.

(D) Upon certification of the requisite number of signatures on the petition by the City Secretary, if such is presented in accordance with division (A)(1), (B) (1) or (C)(1) above, the City Council shall consider the petition at its first available meeting upon due notice being given to the HOA or owners, if applicable.

..."

The remaining sections and subsections of Article 10.3 are not amended hereby and remain in full force and effect.

SECTION 2. All provisions of the ordinances of the City of McLendon-Chisholm in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of McLendon-Chisholm not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances of the City of McLendon-Chisholm, Texas.

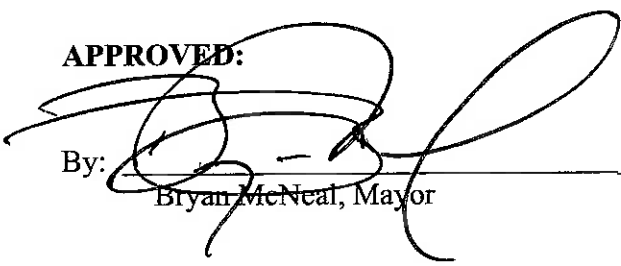
SECTION 4. That this ordinance shall take effect immediately from and after its passage and publication, as the law in such cases provides.

SECTION 5. That the recitals to this Ordinance are hereby incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

DULY PASSED by the City Council of the City of McLendon-Chisholm, Texas, this 24th day of June 2025.

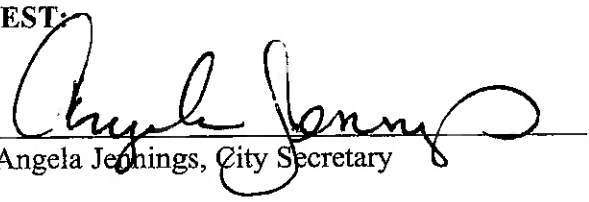
APPROVED:

By:


Bryan McNeal, Mayor

ATTEST:

By:


Angela Jennings, City Secretary



City of McLendon-Chisholm

Staff Report

Date: November 10, 2025

Agenda Item: Discuss and consider approval of an Ordinance annexing approximately 113.676 acres of land situated in the K. Latham Survey, Abstract No. 133, and the R. Peckum Survey, Abstract No. 175, in Rockwall County, Texas, located in the City's extraterritorial jurisdiction (ETJ), into the corporate limits of the City of McLendon-Chisholm, and approving the Annexation Service Plan.

Background:

Willow Creek 360 LP, owner of approximately 360.295 acres, submitted a petition requesting voluntary annexation of a 113.676-acre portion of its property located within the City's ETJ, situated in the K. Latham and R. Peckum Surveys of Rockwall County. The tract is contiguous to existing City limits and lies generally south of FM 550 between Smith Road and State Highway 205.

A public hearing notice was published at least ten (10) days prior to the hearing in the newspaper and posted in accordance with the Texas Open Meetings Act. No mailed notices are required for voluntary annexations under current state law.

The annexation is supported by the Annexation Service Plan, which outlines municipal services to be provided, such as fire, EMS, code enforcement, solid waste, and infrastructure maintenance, consistent with similar areas of the City.

The annexation will expand the City's corporate boundaries and future tax base in alignment with the City's growth and development goals.

Options:

1. City Council may approve the Ordinance, as presented.
2. City Council may deny the Ordinance.

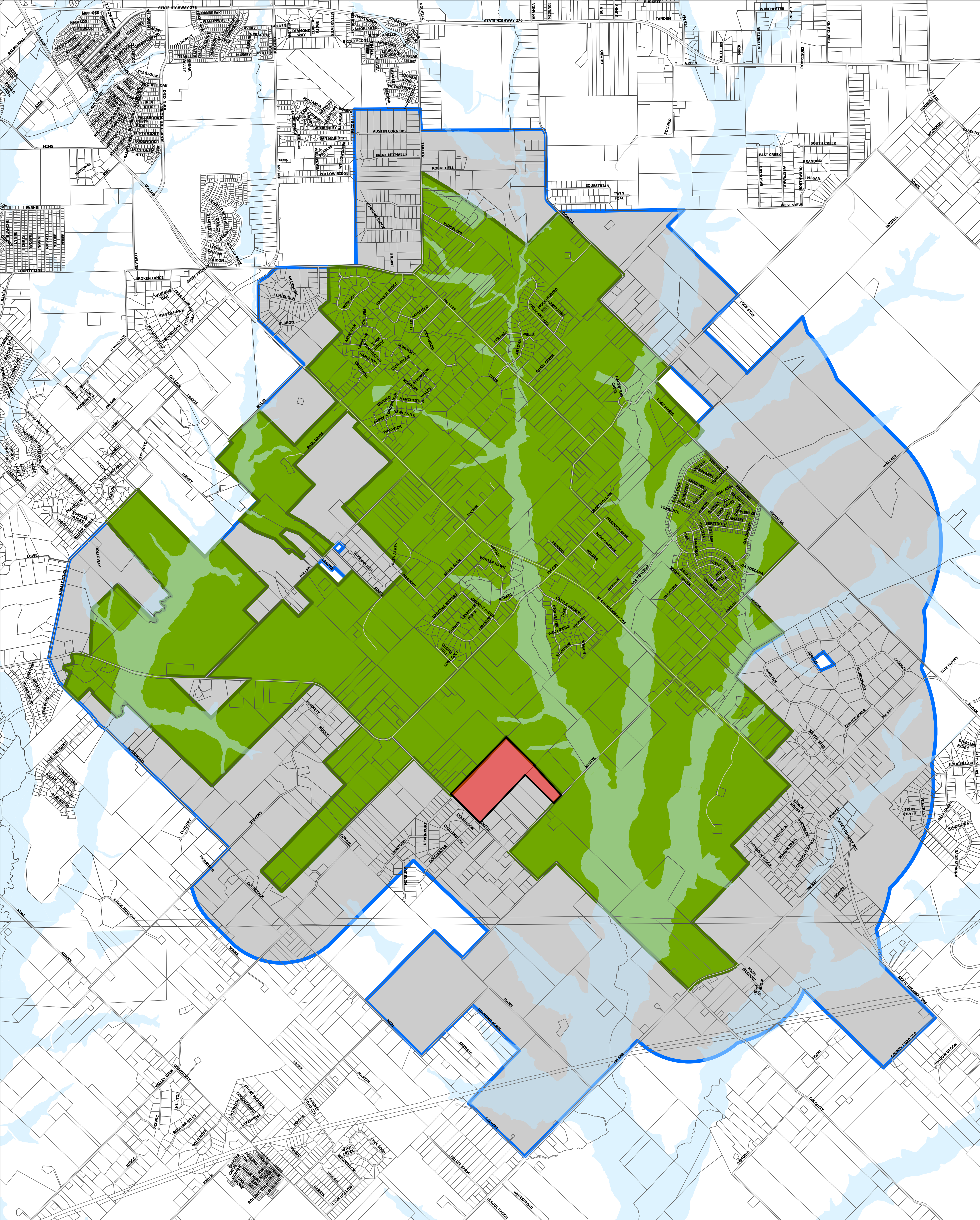
Recommendation:

Staff recommend approval of the Ordinance, as presented.

Attachments:

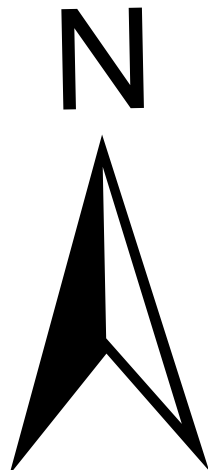
- Ordinance
- Annexation Service Plan
- Map

Presenter: Fabrice Kabona, City Manager



City of McLendon-Chisholm City Limits and ETJ

April 2025



Legend

- City Limits
- ETJ
- Streets
- Floodplain
- Parcels

**CITY OF MCLENDON CHISHOLM, TEXAS
SERVICE PLAN AGREEMENT**

This Service Plan Agreement (hereinafter referred to as the “Agreement”) is entered into pursuant to Section 43.0672 of the Texas Local Government Code, as amended, by and between Willow Creek 360 LP, a Texas limited partnership (its successors and assigns, “Owner”) and the City of McLendon-Chisholm, Texas, a home-rule municipality (the “City”). Owner and the City are each referred to herein as a “Party” or collectively as the “Parties.”

WHEREAS, Owner currently owns an approximately 360.295-acre tract of land that is currently located partially within the City limits and partially within the extraterritorial jurisdiction of the City (collectively, the “Property”); and

WHEREAS, the approximately 113.676 acres portion of the Property described on **Exhibit A** (the “ETJ Property”) is not currently located within the City limits but is located within the extraterritorial jurisdiction of the City; and

WHEREAS, the City and Owner have or will enter into that certain Annexation, Development and Chapter 380 Agreement for the Property (including the ETJ Property) (“Annexation and Development Agreement”); and

WHEREAS, in the event of a conflict between the Annexation and Development Agreement and this Agreement, the Annexation and Development Agreement shall control; and

WHEREAS, Section 43.0672 of the Texas Local Government Code provides that “(a) [t]he governing body of the municipality that elects to annex an area under this subchapter must first negotiate and enter into a written agreement with the owner of land in the area for the provision of services in the area. (b) The agreement must include: (1) a list of each service the municipality will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation. (c) The municipality is not required to provide a service that is not included in the agreement”; and

WHEREAS, the City desires to enter into this Agreement with Owner concerning the services to be provided to the ETJ Property in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, the City and Owner acknowledge that this Agreement is binding upon the City and Owner and their respective successors and assigns for the Term (hereinafter defined) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Rockwall County, Texas.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner agree as follows:

FINDINGS INCORPORATED

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

TERM

This Agreement shall be effective as of the Effective Date, as defined herein and shall continue in force and effect so long as the ETJ Property is located within the corporate limits of the City (“Term”).

LIST OF SERVICES TO BE PROVIDED TO THE ETJ PROPERTY

In accordance with Section 43.0672 of the Texas Local Government Code, the City will provide the following services to the ETJ Property from and after execution of the Annexation and Development Agreement and annexation of the ETJ Property into the corporate limits of the City:

1. CODE COMPLIANCE.

- a. *Existing City Services:* None for the ETJ Property.
- b. *City Services to be provided:* The City will provide Code Compliance services upon the effective date of annexation of the ETJ Property at a level consistent with current methods and procedures presently provided to similar areas. For purposes of this Agreement “the effective date of annexation” means the date that the ETJ Property is annexed into the corporate limits of the City.

2. POLICE

- a. *Existing City Services:* Law enforcement services are currently provided by the Rockwall County Sheriff’s Office.
- b. *City Services to be provided:* From and after the effective date of annexation (and whether or not the ETJ Property is annexed), the Rockwall County Sheriff’s Office will continue to provide law enforcement service and personnel at a level consistent with current methods and procedures presently provided to similar areas within the City.

3. FIRE

- a. *Existing City Services:* The Property is located entirely within Fire Service District No. 22, which is served by the McLendon-Chisholm Fire Department for fire protection and suppression services.
- b. *City Services to be provided:* Whether or not the ETJ Property is annexed, fire protection and suppression services, including personnel and equipment, will continue to be provided either through the City’s direct services or through the existing service contract between the McLendon-Chisholm Fire Department

and Rockwall County at a level consistent with current methods and procedures presently provided to similar areas within the City. It is anticipated that fire stations planned to serve areas currently within the City will be sufficient to serve the Property.

4. **EMERGENCY MEDICAL SERVICES**

- a. *Existing City Services:* Emergency medical services are currently provided by Rockwall County EMS, a private ambulance service operating under a county contract.
- b. *City Services to be provided:* From and after the effective date of annexation, emergency medical services shall continue to be provided to the Property in accordance with an agreement between the City and Rockwall County EMS that the City will maintain to ensure emergency medical service coverage within the City's corporate limits at a level consistent with methods and procedures presently provided to similar areas within the City.

5. **SOLID WASTE SERVICES**

- a. *Existing City Services:* None for the ETJ Property.
- b. *City Services to be provided:* Upon the effective date of annexation, solid waste collection shall be provided in accordance with the present applicable ordinance existing in the City at the time of annexation of the ETJ Property and Chapter 43 of the Texas Local Government Code at a level consistent with current methods and procedures presently provided to similar areas within the City.
- c. As development commences on the Property and upon ultimate development, sufficient solid waste collection will be provided to furnish the Property with the level of services consistent with the characteristics of topography, land utilization, and population density of other areas of the City.

6. **WATER SERVICE AND MAINTENANCE (to be provided only in those areas that are not within the service area of another water utility):**

- a. *Existing City Services:* At this time, the City is not a retail water provider, but may in the future pursue the necessary steps to become a retail water provider, including securing a wholesale water supply through a qualified wholesale source of water.
- b. *City Services to be provided:*
 - i. The City agrees that if the City is unable to provide retail water service to the Property at the time a preliminary plat is filed for all or a portion of the Property, then the Property shall have the right to obtain retail water service from whichever provider offers the best option as determined by the Owner.

Operation and maintenance of water facilities located on the Property that are within the service area of another water utility will be the responsibility of that utility.

- ii. If the City is able to provide retail water services to the Property, connection to existing City water mains for water service will be provided in accordance with existing City policies. Upon connection to existing mains, water will be provided at rates established by City ordinances.
 1. As development commences on the Property, water mains will be extended in accordance with the provisions of the City Code and/or other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable City ordinances and regulations. Capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of other areas of the City.
 2. Water mains installed or improved to City standards within the annexed areas which are located within dedicated easements, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City from and after the effective date of the annexation.

7. SANITARY SEWER SERVICE AND MAINTENANCE

- a. *Existing City Services:* None for the ETJ Property.
- b. *City Services to be provided:* Sanitary sewer service to the area will be provided by the City in accordance with the Annexation and Development Agreement and otherwise in the same manner that such service is provided to the other similarly situated areas within the City's boundaries and in accordance with applicable codes and regulations. Sanitary sewer service shall be provided in accordance with the standard extension ordinances, regulations and rules, subject to and consistent with the Annexation and Development Agreement. Maintenance to wastewater facilities will be provided by the City in accordance with the standard extension ordinances, regulations and rules, subject to and consistent with the Annexation and Development Agreement.
- c. Sanitary sewer mains and lift stations within the annexed areas which are located within a dedicated easement, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City.

8. MAINTENANCE OF ROADS, STREETS AND DRAINAGE FACILITIES

- a. *Existing City Services:* None for the ETJ Property.
- b. *City Services to be provided:* Maintenance to any roads, streets, drainage facilities and any other street facilities that serve the Property or are otherwise constructed

by or on behalf of the Owner per the Annexation and Development Agreement will be provided by the City from and after the effective date of the annexation in accordance with the standard extension ordinances, regulations and rules, subject to and consistent with the Annexation and Development Agreement.

9. STREET LIGHTING

- a. *Existing City Services:* None for the ETJ Property.
- b. *Services to be provided:* The City will coordinate any request for improved street lighting with the local electric provider in accordance with the standard extension ordinances, regulations and rules, subject to and consistent with the City's participation policies.

10. BUILDING INSPECTION

- a. *Existing City Services:* None for the ETJ Property.
- b. *City Services to be provided:* The City and its designees will provide Building Inspection services upon the effective date of annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulate building construction within the City.

11. PLANNING AND ZONING

- a. *Existing City Services:* None for the ETJ Property.
- b. *City Services to be provided:* The City is responsible for regulating development and land use through the administration of the City's Zoning Ordinance, subject to the Annexation and Development Agreement and this service will extend to this area on the effective date of the annexation. The area will also continue to be regulated under the requirements of the City's Subdivision Ordinance, subject to any provisions or variances granted pursuant to the Annexation and Development Agreement.

12. PARKS AND RECREATION FACILITIES

- a. *Existing City Services:* None for the ETJ Property.
- b. *Services to be provided:* Upon the effective date of annexation, residents within the annexed area may utilize all park and recreation facilities of the City.

13. PUBLICLY OWNED FACILITIES

- a. *Existing Services:* None for the ETJ Property.

- b. *City Services to be provided:* Upon the effective date of annexation, any publicly owned facility, building or service located within the annexed area and not otherwise owned or maintained by another governmental entity, shall be maintained by the City.

MISCELLANEOUS

All other applicable municipal services will be provided to the ETJ Property in accordance with the City's established policies governing extension of municipal services to newly annexed areas.

Nothing in this agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including annexed area, if different characteristics of topography, land use, and population density are considered a sufficient and reasonable basis for providing different levels of service.

Owner shall have the right to assign this Agreement, in whole or in part, or to assign any of the right, title, and interest of the Owner under this Agreement, in whole or in part, to any future owner of all or a portion of the ETJ Property without the prior written consent of the City provided the Owner gives written notice to the City of such assignment.

NOTICES

All notices, demands or other communications required or provided hereunder shall be in writing and shall be deemed to have been given on the earlier to occur of actual receipt or three (3) days after the same are given by (i) electronic mail; (ii) hand delivery with a confirming receipt; (iii) overnight delivery by a reputable overnight courier such as FedEx or United Parcel Service; or (iv) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or at such other address(es) as a Party may designate by written notice to the other Party in accordance with this notice provision. Notwithstanding the foregoing, any notice given by electronic mail shall be deemed to be given when delivered if delivered by 5:00 pm CST, otherwise notice shall be deemed given on the next business day (i.e., a day that is not a Saturday, Sunday, or federal or state holiday). Until further notification by written notice in the manner required herein, notices to the Parties shall be delivered as follows:

To the City:

Attn: City Manager
City of McLendon-Chisholm
1371 West FM 550
McLendon-Chisholm, Texas 75032
E-mail:citymanager@mclendon-
chisholm.com

With a copy to:

Attn: Michael Halla
City of McLendon-Chisholm Attorney
187 Rolling Court
Lancaster, Texas 75146
E-mail: mhalla@hallalawfirm.com

To Owner:

Attn: Janardhan Reddy
Willow Creek 360 LP
1452 Hughes Road, Suite 200
Grapevine, TX 76051
Email: janardhan@arkons.com

Executed by each Party herein below:

Passed and approved by the City of McLendon-Chisholm, Texas, and executed by the Parties on this the _____ day of _____, 2025 (the “Effective Date”).

Bryan McNeal, Mayor
City of McLendon-Chisholm

STATE OF TEXAS)
)
COUNTY OF ROCKWALL)

This instrument was acknowledged before me on _____, 2025, by Bryan McNeal as Mayor for the City of McLendon-Chisholm, Texas.

Notary Public, State of Texas
My commission expires: _____

OWNER:

WILLOW CREEK 360 LP,
a Texas limited partnership

By: Willow Creek 360 GP LLC,
a Texas limited liability company
its General Partner

By: QuadRed LLC,
a Texas limited liability company
its Manager

By: _____
Janardhan Reddy, Manager

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this day personally appeared Janardhan Reddy, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the Manager and duly authorized representative of QuadRed LLC, a Texas limited liability company, the Manager of Willow Creek 360 GP LLC, a Texas limited liability company, the General Partner of Willow Creek 360 LP, a Texas limited partnership, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said entities.

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

Notary Public, State of Texas
My commission expires: _____

EXHIBIT A
METES AND BOUNDS DESCRIPTION OF THE ETJ PROPERTY

LEGAL DESCRIPTION

113.676 Acres

BEING all of that certain tract of land in the K. Latham Survey, Abstract No. 133 and the R. Peckum Survey, Abstract No. 175, Rockwall County, Texas, and being all of a called 360.295 acre tract of land described in the deed to Willow Creek 360 L.P., recorded in Instrument No. 20220000018231, Official Public Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the east right-of-way line of Smith Road for the northwest corner of said 360.295 acre tract;

THENCE North 44°53'38" East, with a northerly line of said 360.295 acre tract, a distance of 1,440.01 feet to an angle point, common to the southwest corner of a called 144.41 acre tract of land described in the deed to Oak National Development LLC, recorded in Instrument No. 20220000002187, said Official Public Records, from which a 1-inch iron pipe found bears South 39° 09' 05" East, a distance of 5.85 feet;

THENCE North 44° 31' 17" East, continuing with the northerly line of said 360.295 acre tract and the south line of said 144.41 acre tract, a distance of 1458.99 feet to a 1-inch iron pipe found for an angle point of said 360.295 acre tract;

THENCE South 44° 28' 21" East, over and across said 360.295 acre tract, a distance of 1451.51 feet to a 1/2-inch iron rod with a cap stamped "RPLS 6677" found;

THENCE South 45° 41' 26" East, with an easterly line of said 360.295 acre tract, a distance of 1493.78 feet to a southeasterly corner of said 360.295 acre tract, in the center of Klutts Road, from which a 1/2-inch iron rod found bears North 38° 55' 07" East, a distance of 11.19 feet;

THENCE South 43°46'45" West, with the south line of said 360.295 acre tract and the center of said Klutts Road, a distance of 470.96 feet to a 1/2-inch iron rod found for a salient corner of said 360.295 acre tract, common to the southeast corner of a called 15.00 acre tract of land described in the deed to David Trent and Sandra Trent, recorded in Instrument No. 20190000014421, said Official Public Records;

THENCE North 45°16'14" West, with the easterly line of said 15.00 acre Trent tract, a distance of 1,493.33 feet to a 1/2-inch iron rod found at a re-entrant corner of said 360.295 acre tract for the northeasterly corner of said 15.00 acre Trent tract;

THENCE South 43°42'19" West, with a southerly line of said 360.295 acre tract and the north line of said 15.00 acre Trent tract, passing at a distance of 437.77 feet a 1/2-inch iron rod with cap stamped "RPLS 5034" found for the northwesterly corner of said 15.00 acre Trent tract, common to the northeasterly corner of a called 15.00 acre tract of land described in the deed to David L.

Smith and Kristie A. Smith, recorded in Instrument No. 201800000010396, said Official Public Records, continuing on said course with the north lines of said Smith 15.00 acre tract, a called 15.00 acre tract of land described in the deed to David L. Smith and Kristie A. Smith, recorded in Instrument No. 201800000016086, said Official Public Records, a called 7.00 acre tract of land described in the deed to David G. Short and Cynthia R. Short, recorded in Instrument No. 20180000001017, said Official Public Records, and a called 8.00 acre tract of land described in deed recorded in Volume 5555, Page 319, said Official Public Records, a total distance of 2,416.78 feet to a 3/4-inch iron pipe found in said Smith Road for the southwesterly corner of said 8.00 acre tract;

THENCE North 45°21'49" West, with the west line of said 360.295 acre tract and the east right-of-way line of Smith Road, a distance of 1,501.62 feet to the POINT OF BEGINNING and enclosing 113.676 acres (4,951,710 square feet) of land, more or less.

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, TO INSTITUTE VOLUNTARY ANNEXATION PROCEEDINGS FOR THE HEREINAFTER DESCRIBED PROPERTY COMPRISING APPROXIMATELY 113.676 ACRES OF LAND SITUATED IN THE K. LATHAM SURVEY, ABSTRACT NO. 133, AND R. PECKUM SURVEY, ABSTRACT NO. 175, IN ROCKWALL COUNTY, TEXAS, LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY OF MCLENDON-CHISHOLM, TEXAS; EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS; APPROVING THE ANNEXATION SERVICE PLAN ENTITLED “ANNEXATION SERVICE PLAN”; PROVIDING FOR THE INCORPORATION OF PREMISES; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of McLendon-Chisholm, Texas (the “City”), is authorized under Chapter 43 of the Texas Local Government Code to annex property and extend its corporate limits in accordance with state law; and

WHEREAS, Willow Creek 360 LP (the “Owner”) has filed a petition requesting the voluntary annexation of certain property described in Exhibit A (the “Property”) into the City of McLendon-Chisholm; and

WHEREAS, the Property is located within the exclusive extraterritorial jurisdiction of the City and is contiguous to the City limits; and

WHEREAS, the City Council held a public hearing on the annexation on November 10, 2025, after proper notice was given in accordance with law; and

WHEREAS, pursuant to Section 43.0672 of the Texas Local Government Code, the City and Owner have entered into a Service Plan Agreement entitled “Annexation Service Plan”, attached hereto as Exhibit B, which sets forth the municipal services to be provided to the Property upon annexation; and

WHEREAS, the City Council of the City of McLendon-Chisholm finds that the annexation of the Property is in the best interest of the City and its citizens and complies with all requirements of law.

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

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Annexation. That the Property legally described in **Exhibit A** is hereby annexed into the City of McLendon-Chisholm, Rockwall County, Texas, and that the boundary limits of the City of McLendon-Chisholm, Texas, be and the same are hereby extended to include the above-described territory within the city limits of the City of McLendon-Chisholm, and that same shall hereafter be included within the territorial limits of said City.

SECTION 3. Service Plan Adoption. The City Council hereby approves and adopts the document titled "Annexation Service Plan", attached hereto as **Exhibit B**, and incorporated herein for all purposes as the service plan required under Section 43.0672 of the Texas Local Government Code.

SECTION 4. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City of McLendon-Chisholm. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 5. City Administrator Authorization. The City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to effectuate this Ordinance, including any corrections to the official map of the City to add the territory hereby annexed as required by law.

SECTION 6. Severability Clause. It is hereby declared by the City Council of the City of McLendon-Chisholm that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance.

SECTION 7. Cumulative Clause. This Ordinance shall be cumulative of all provisions of ordinances of the City of McLendon-Chisholm except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 8. Public Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law.

SECTION 9. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Rockwall County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 10. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City of McLendon-Chisholm, Texas.

PASSED AND APPROVED on the 10th day of November 2025.

MAYOR

ATTEST:

CITY SECRETARY

CITY ATTORNEY - APPROVED AS TO FORM

EXHIBIT A
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described in the deed to David G. Short and Cynthia R. Short, recorded in Instrument No. 20180000001017, said Official Public Records, and a called 8.00 acre tract of land described in deed recorded in Volume 5555, Page 319, said Official Public Records, a total distance of 2,416.78 feet to a 3/4-inch iron pipe found in said Smith Road for the southwesterly corner of said 8.00 acre tract;

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City of McLendon-Chisholm

Staff Report

Date: November 10, 2025

Agenda Item: Discuss and consider approval of a Resolution authorizing the City of McLendon-Chisholm, Texas, to enter into a Development and Chapter 380 Agreement with Willow Creek 360 LP for the project known as "Willow Creek."

Background:

Willow Creek 360 LP (the "Developer") has submitted a Development and Chapter 380 Agreement (the "Agreement") covering approximately 360.295 acres of land generally located along FM 550 within the City and its planning area.

The proposed Willow Creek project is a master-planned residential community consisting of approximately 414 single-family lots on an overall density of about 1.15 dwelling units per acre.

The Agreement establishes the framework for development, including public infrastructure construction, park and trail dedication, and economic development incentives in the form of roadway impact fee waivers. It also outlines the intent to create a Public Improvement District (PID) to finance eligible infrastructure improvements through assessments and possible PID bond proceeds.

KEY TERMS OF THE AGREEMENT

1. Zoning and Development Regulations

- The Developer will seek Planned Development (PD) zoning consistent with the concept plan (Exhibit B) and development regulations (Exhibit C).
- The Agreement establishes governing development standards that will control the project, subject to the City's zoning approval process.

2. Infrastructure Improvements

- **Wastewater:** Developer to construct a lift station and 6-inch force main connecting to the City's existing system along FM 550.
- **Water:** Service to be provided by High Point SUD.
- **Roadways:** Developer to construct improvements along Klutts Road (approx. 8,910 linear feet of 8-inch concrete pavement). The City is responsible for securing certain off-site right-of-way and drainage easements required for the project.
- **Public Improvement District (PID):** Intended to finance eligible public infrastructure and improvements through special assessments and possible PID bonds.

3. Fiscal Incentives / Impact Fees

- The City will waive roadway impact fees for the development in recognition of the Developer's cost of constructing the Klutts Road Improvements.
- The standard sewer tap fees (\$3,000 per SFE) will be assessed.
- The impact fee waiver is provided as an economic development incentive under Chapter 380, Texas Local Government Code.

4. Parkland and Amenities

- Developer will dedicate approximately 47 acres of parkland to the City before issuance of certificates of occupancy for Phase 2A.
- Developer will construct a five-foot trail, pavilion/shade structure, pickleball court, picnic tables, benches, trash receptacles, and related park improvements prior to dedication.
- The Parkland and amenities will be owned and maintained by the City.

5. Trails and Emergency Access

- Additional multi-use trails ("Willow Creek Trails") will be dedicated to the City and maintained through a separate maintenance agreement (Exhibit K).
- Developer will reimburse the City up to \$30,000 for the purchase of emergency medical service utility equipment (side-by-side UTV and trailer) following completion of the initial trail segment in Phase 1A.

6. Term and Administration

- The Agreement is effective for 30 years from the effective date unless earlier terminated or amended.
- City will receive 3 % of PID bond disbursements (2 % General Fund / 1 % dedicated for roadway maintenance).

Fiscal Impact:

The City will incur future roadway maintenance and repair costs upon acceptance of the streets. However, the initial improvement and construction costs to bring the streets to City standards will be shared with the property owners under the financing agreement. The agreement will establish payment terms and ensure recovery of the owners' share of improvement costs over the designated financing period.

Options/Alternatives:

1. City Council may approve the Resolution, as presented.
2. City Council may deny the Resolution.
3. Table this item for further consideration or modification.

Recommendation:

Staff recommend approval of the Resolution and Development Agreement, as presented.

Attachments:

- Resolution
- Development and Chapter 380 Agreement (Willow Creek 360 LP)

Presenter: Fabrice Kabona, City Manager

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MCLENDON-CHISHOLM, TEXAS, AUTHORIZING THE CITY OF
MCLENDON-CHISHOLM, TEXAS, TO ENTER INTO A
DEVELOPMENT AND CHAPTER 380 AGREEMENT WITH
WILLOW CREEK 360 LP FOR DEVELOPMENT KNOWN AS
“WILLOW CREEK”; AUTHORIZING THE MAYOR TO EXECUTE
THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of McLendon-Chisholm, Texas (“City”) is a home-rule municipality operating under the laws of the State of Texas and the City’s Code of Ordinances; and

WHEREAS, the City Council recognizes that responsible residential growth consistent with the City’s Comprehensive Plan is essential to maintaining the community’s rural character while expanding the local tax base and enhancing quality of life; and

WHEREAS, Willow Creek 360 LP (the “Developer”) is the owner of approximately 360.295 acres of land generally located along FM 550 within the City and its planning area, and proposes to develop said property as a master-planned residential community known as “Willow Creek”, consisting of approximately 414 single-family residential lots; and

WHEREAS, the proposed development includes substantial public improvements such as the construction of Klutts Road, wastewater facilities, public parkland and trails, and community amenities to serve the project and benefit the public; and

WHEREAS, the City Council finds that the construction of these improvements and the dedication of parkland and trails will advance the public interest by improving roadway connectivity, expanding recreational amenities, and supporting long-term growth consistent with City policies; and

WHEREAS, the Agreement provides for a waiver of roadway impact fees in recognition of the Developer’s commitment to design and construct the Klutts Road Improvements, such waiver constituting an economic development incentive authorized under Chapter 380 of the Texas Local Government Code; and

WHEREAS, the Agreement further contemplates the creation of a Public Improvement District (PID) in accordance with Chapter 372 of the Texas Local Government Code to finance eligible public infrastructure and maintenance through assessments and bond proceeds; and

WHEREAS, the City Council has reviewed the proposed Development and Chapter 380 Agreement, as recommended by City staff, and finds that approval of the Agreement promotes sound planning, orderly development, and the long-term fiscal sustainability of the City; and

WHEREAS, the City Council desires to authorize the Mayor to execute the Agreement substantially in the form presented.

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

SECTION 1. The foregoing recitals are hereby found to be true and correct and are adopted as findings of fact and incorporated into this Resolution as if fully set forth herein.

SECTION 2. The City Council hereby approves the Development and Chapter 380 Agreement between the City of McLendon-Chisholm, Texas, and Willow Creek 360 LP, for the development known as “Willow Creek,” substantially in the form attached hereto as Exhibit “A” and incorporated herein for all purposes.

SECTION 3. The Mayor is hereby authorized to execute the Agreement and any related documents necessary to implement the intent of this Resolution.

SECTION 4. This Resolution shall be effective immediately upon its adoption.

DULY PASSED and approved by the City Council of the City of McLendon-Chisholm, Texas, on this the 10th day of November 2025.

ATTEST:

THE CITY OF MCLENDON-CHISHOLM

Angela Jennings, City Secretary

Brian McNeal, Mayor

APPROVED AS TO FORM:

Michael Halla, City Attorney



City of McLendon-Chisholm

Staff Report

Date: November 10, 2025

Agenda Item: Discuss and consider a resolution accepting and approving a petition for the establishment of the Willow Creek Public Improvement District within the corporate limits of the City, making findings as to the sufficiency of the petition, and directing that a public hearing be scheduled and notice given.

Background:

The City received a petition from Willow Creek 360 LP, the owner of 100% of the property proposed to be included within the Willow Creek Public Improvement District (PID). The petition requests the establishment of a PID for the purpose of financing certain public improvements and related administrative costs as authorized under Chapter 372 of the Texas Local Government Code.

The proposed Willow Creek PID encompasses property located within the City's corporate limits and is intended to facilitate public infrastructure improvements in connection with the Willow Creek residential development.

Staff, in coordination with the City Attorney and City Engineer, reviewed the petition and verified that it complies with the requirements of Section 372.005(b) of the Texas Local Government Code, including:

- The petition is signed by property owners representing more than 50% of the appraised value of taxable property within the proposed PID; and
- The petition represents more than 50% of the total area of taxable property within the proposed PID boundary.

This resolution formally accepts and approves the petition and directs that a public hearing be scheduled to receive public comment and determine the advisability of the proposed improvements, as required by law.

The establishment of a PID is governed by Chapter 372 of the Texas Local Government Code, also known as the Public Improvement District Assessment Act. The following outlines the procedural steps for PID creation:

Step 1 – Petition Submission (Sec. 372.005):

Property owners submit a petition to the City requesting the establishment of a PID. The petition must include:

Step 2 – Verification and Acceptance of Petition (Sec. 372.005–372.006):

The City verifies that the petition meets statutory requirements (ownership percentage and completeness). Upon verification, City Council accepts the petition by resolution and directs that a public hearing be scheduled.

Step 3 – Public Hearing (Sec. 372.009):

The City conducts a public hearing to consider the advisability of the proposed improvements, the estimated costs, and the boundaries of the PID.

Step 4 – City Council Findings and PID Creation (Sec. 372.010):

Following the public hearing, City Council may, by resolution, formally create the PID

Step 5 – Service Plan and Assessment Roll (Sec. 372.013–372.016):

After creation, the City prepares a Service Plan describing the proposed improvements, costs, and financing methods. The Service Plan must be reviewed and updated annually. An Assessment Roll is then prepared for Council consideration and approval through a separate public hearing process.

Fiscal Impact:

Approval of this resolution does not obligate the City to any financial commitments. It merely initiates the statutory process for considering the creation of the PID. If the PID is later established, the associated improvements will be financed through special assessments levied against benefitting properties within the district.

Options/Alternatives:

1. City Council may approve the Resolution, as presented.
2. City Council may deny the Resolution.

Recommendation:

Staff recommends approval of the Resolution, as presented.

Attachments:

- Resolution
- Exhibit A – Willow Creek PID Petition
- Proposed PID Boundary Map

Presenter: Fabrice Kabona, City Manager

PETITION TO ESTABLISH THE WILLOW CREEK PUBLIC IMPROVEMENT DISTRICT

COMES NOW, WILLOW CREEK 360 LP, (the "Petitioner"), and hereby requests and petitions the City of McLendon-Chisholm, Texas, a home-rule municipality (the "City"), to establish the Willow Creek Public Improvement District (the "District") under and pursuant to the provisions of Chapter 372, Texas Local Government Code (the "Act"), on the hereinafter described property situated within the corporate limits of the City, and in support thereof respectfully show:

Section 1. General Nature of Proposed Improvements. The general nature of the proposed public improvement projects to be provided by the District, in phases, include: (1) landscaping; (2) erection of fountains, distinctive lighting, and signs; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (4) construction or improvement of pedestrian malls; (5) acquisition and installation of pieces of art; (6) acquisition, construction or improvement of off-street parking facilities; (7) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (8) the establishment or improvement of parks; (9) projects similar to those listed in (1)-(8), above; (10) acquisition, by purchase or otherwise, of real property in connection with an authorized improvements; (11) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, roadways, public safety, security, business recruitment, development, recreation, and cultural enhancement; (12) acquisition of contract rights in connection with an authorized improvement (items (1) through (12), collectively, the "Public Projects"); and (13) the payment of expenses incurred in the establishment, administration, and operation of the District, costs of bond issuance, legal and financial fees, letter of credit fees and expenses, capitalization of bond interest, the creation of a bond reserve fund, funding debt service, and capitalized interest reserves and credit enhancement fees of any bonds issued by or on behalf of the District, if necessary (the "Administrative Expenses") (together with the Public Projects, the "Authorized Improvements").

Section 2. Estimated Costs. The current estimated cost of the Authorized Improvements is \$50,000,000.

Section 3. District Boundaries. The boundaries of the proposed District are fully described in Exhibit A, attached hereto and made a part hereof for all purposes.

Section 4. Method of Assessment. The proposed method of assessment is to impose a special assessment to be paid in installments on all useable property within the District, net of any public right-of-way, according to the value of the property, without regard to the value of improvements on the property, or in any other manner that results in imposing equal shares of the cost on property similarly benefitted. After creation of the District, a service and assessment plan will be prepared showing the special benefits accruing to property within the District and how the costs of the Authorized Improvements are assessed against the property on the basis of special benefit received by the property from the same.

Section 5. Apportionment of Costs. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on property within the District. No municipal property in the District shall be assessed. The Petitioner may also pay certain costs of the improvements benefitting the District from other funds available to it as the developer of the District.

Section 6. Management of the District. Management and administration of the District shall be by the City. The City may contract with a private company for District administrative services.

Section 7. Consent and Request of Petitioner. The individual executing this Petition is duly authorized to do so and hereby consents to and request the establishment of the District.

Section 8. Advisory Board. An Advisory Board may, at the discretion of City Council of the City (the "Council"), be established to develop and recommend an improvement plan to the Council. Petitioner requests that if the Council establishes an Advisory Board, that such Advisory Board should include representatives of the Petitioner or their designees.

Section 9. Standing of Petitioner. This Petition has been executed by, for, and on behalf of (i) the owners of more than 50% of the taxable real property described in said Exhibit A, representing all of the appraised value of taxable real property liable for assessment under this Petition as shown by the current roll of the Collin Central Appraisal District, and (ii) the record owners of more than 50% of the real property liable for assessment under this Petition, and shall be filed with the Secretary of the City. Petitioner owns 100% of the property liable for assessment under this Petition.

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that the Council:

(1) duly consider this Petition and adopt a Resolution finding (i) that this Petition complies with all legal requirements; (ii) that the proposed Authorized Improvements are necessary, advisable and will provide a public use and benefit to the City; and (iii) that the estimated costs of the improvements, the method of assessment and the apportionment of costs between the District and the City are reasonable and acceptable;

(2) call a public hearing, give notice thereof as required by law, and hold such hearing on the advisability of the Authorized Improvements specified in this Petition; and

(3) grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner shall show itself to be entitled.

[remainder of page intentionally left blank; signature page(s) follow]

IN WITNESS WHEREOF, Petitioner has executed this Petition as of the day and year written below.

PETITIONER

WILLOW CREEK 360 LP,
a Texas limited partnership

By: Willow Creek 360 GP LLC,
a Texas limited liability company
its General Partner

By: QuadRed LLC,
a Texas limited liability company
its Manager

By: _____
Janardhan Reddy, Manager

Date: _____

STATE OF TEXAS §
 §
COUNTY OF ____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared Janardhan Reddy, Manager of QuadRed LLC, a Texas limited liability company, Manager of Willow Creek 360 GP LLC, a Texas limited liability company, General Partner of Willow Creek 360 LP, a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said company.

Notary Public in and for the State of Texas

Exhibit A

LEGAL DESCRIPTION

360.295 ACRES

BEING all of that certain tract of land in the K. Latham Survey, Abstract No. 133 and the R. Peckum Survey, Abstract No. 175, Rockwall County, Texas, and being all of a called 360.295 acre tract of land described in the deed to Willow Creek 360 L.P., recorded in Instrument No. 20220000018231, Official Public Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the north line of Smith Road for the northwest corner of said 360.295 acre tract;

THENCE North 44°53'38" East, with the north line of said 360.295 acre tract, a distance of 1,440.01 feet to an angle point, common to the southwest corner of a called 144.41 acre tract of land described in the deed to Oak National Development LLC, recorded in Instrument No. 20220000002187, said Official Public Records;

THENCE North 44°31'17" East, continuing with the north line of said 360.295 acre tract and the south line of said 144.41 acre tract, passing at a distance of 1,459.08 feet a 1-inch iron pipe found for an angle point of said 360.295 acre tract, continuing on said course a total distance of 2,243.55 feet to a 1/2-inch iron rod found for a re-entrant corner of said 360.295 acre tract, common to the southeast corner of said 144.41 acre tract;

THENCE North 46°06'37" West, with a westerly line of said 360.295 acre tract and the easterly line of said 144.41 acre tract, a distance of 2,982.31 feet to a point in the south right-of-way line of Farm to Market 550 for the most northwesterly corner of said 360.295 acre tract, common to the northeast corner of said 144.41 acre tract, from which a 1/2-inch iron found bears North 28°40'36" East, a distance of 1.66 feet;

THENCE North 44°45'58" East, with the south right-of-way line of said Farm to Market 550 and the north line of said 360.295 acre tract, a distance of 510.57 feet to a 1/2-iron rod with a cap stamped "RPLS 6677" set (hereinafter referred to as capped iron rod set) for the most northeasterly corner of said 360.295 acre tract, common to the northwest corner of a called 40.077 acre tract of land described in the deed to Rockwall ISD, recorded in Instrument No. 20170000016960, said Official Public Records;

THENCE South 45°35'30" East, with an easterly line of said 360.295 acre tract and the westerly line of said 40.077 acre tract, a distance of 2,003.73 feet to a capped iron rod set for a re-entrant corner of said 360.295 acre tract, common to the southwest corner of said 40.077 acre tract;

THENCE North 48°29'24" East, with a north line of said 360.295 acre tract and the south line of said 40.077 acre tract, a distance of 1,249.17 feet to a capped iron rod set in the west line of a called 54.28 acre tract of land described in the deed to Toby Rogers, recorded in Volume 6727,

Page 250, said Official Public Records, for a northerly corner of said 360.295 acre tract, common to the southeast corner of said 40.077 acre tract;

THENCE South 45°50'11" East, with a easterly line of said 360.295 acre tract and the westerly line of said 54.28 acre tract, a distance of 483.16 feet to a 3/8-inch iron rod found for a re-entrant corner of said 360.295 acre tract, common to the southwest corner of said 54.28 acre tract;

THENCE North 44°40'07" East, with a north line of said 360.295 acre tract and the south lines of said 54.28 acre tract and a called 28.848 acre tract and Block B of Chisholm Crossing, Phase 1V, an addition in Rockwall County, Texas, according to the plat thereof recorded in Cabinet H, Page 323, said Plat Records, a distance of 1,550.50 feet to a capped iron rod set for a northerly corner of said 360.295 acre tract, common to a re-entrant corner of said Chisholm Crossing, Phase 1V;

THENCE South 46°02'02" East, with an easterly line of said 360.295 acre tract and a westerly line of said Chisholm Crossing, Phase 1V, a distance of 375.00 feet to a 1/2-inch iron rod with a cap (illegible) found for a re-entrant corner of said 360.295 acre tract;

THENCE North 43°52'09" East, with a north line of said 360.295 acre tract, a distance of 415.66 feet to a capped iron rod set for the eastern-most northerly corner of said 360.295 acre tract, common to the westerly corner of a called 39.55 acre tract of land described in the deed to Wed Limited Partnership, recorded in Instrument No. 20150000018122, said Official Public Records;

THENCE South 46°05'25" East, with an easterly line of said 360.295 acre tract and the westerly line of said 39.55 acre tract, a distance of 1,419.04 feet to a capped iron rod set for an easterly corner of said 360.295 acre tract, common to the northerly corner of a called 50.00 acre tract of land described as Tract 2 in the deed to Rita Carolyn Klutts, recorded in Instrument No. 20170000020517, said Official Public Records, from which a 1/2-inch iron rod with a cap (illegible) found for the southerly corner of said 39.55 acre tract bears South 46°05'25" East, a distance of 87.63 feet;

THENCE South 43°42'08" West, with the south line of said 360.295 acre tract and the north line of said 50.00 acre tract, passing at a distance of 1,599.63 feet a 1/2-inch iron rod found for the northwest corner of said 50.00 acre tract, common to the northeast corner of a called 50.00 acre tract of land described in the deed to Raymond Guy Martin and Sherry Zmolik Martin, recorded in Instrument No. 20180000001943, said Official Public Records, continuing on said course with said Martin 50.00 acre Tract, a total distance of 2,900.02 feet to a 1/2-inch iron rod with a cap stamped "Owens RPLS 5387" found for the northwest corner of said Martin 50.00 acre tract, common to a re-entrant corner of said 360.295 acre tract;

THENCE South 34°02'30" East, with an easterly line of said 360.295 acre tract and the westerly line of said Martin 50.00 acre tract, a distance of 1,531.30 feet to a capped iron rod set in Klutts Drive for a southeast corner of said 360.295 acre tract, common to the southwest corner of said Martin 50.00 acre tract;

THENCE South 43°53'02" West, in said Klutts Drive, with the south line of said 360.295 acre tract, a distance of 576.80 feet to a 1/2-inch iron rod found for a salient corner of said 360.295 acre tract, common to the southeast corner of a called 25.00 acre tract of land described in the deed to Brent David Schrade and wife, Melissa Schrade, recorded in Instrument No. 20200000005475, said Official Public Records;

THENCE North 44°08'15" West, with a westerly line of said 360.295 acre tract and the easterly line of said 25.00 acre tract, a distance of 1,495.63 feet to a 1/2-inch iron rod found in a southerly line of said 360.295 acre tract at the northeast corner of said 25.00 acre tract;

THENCE South 43°42'08" West, with a south line of said 360.295 acre tract and the north line of said 25.00 acre tract, passing at a distance of 759.28 feet a 1/2-inch iron rod found for the northwest corner of said 25.00 acre tract, common to a re-entrant corner of said 360.295 acre tract, continuing on said course with a south line of said 360.295 acre tract, a total distance of 780.75 feet to a capped iron rod set;

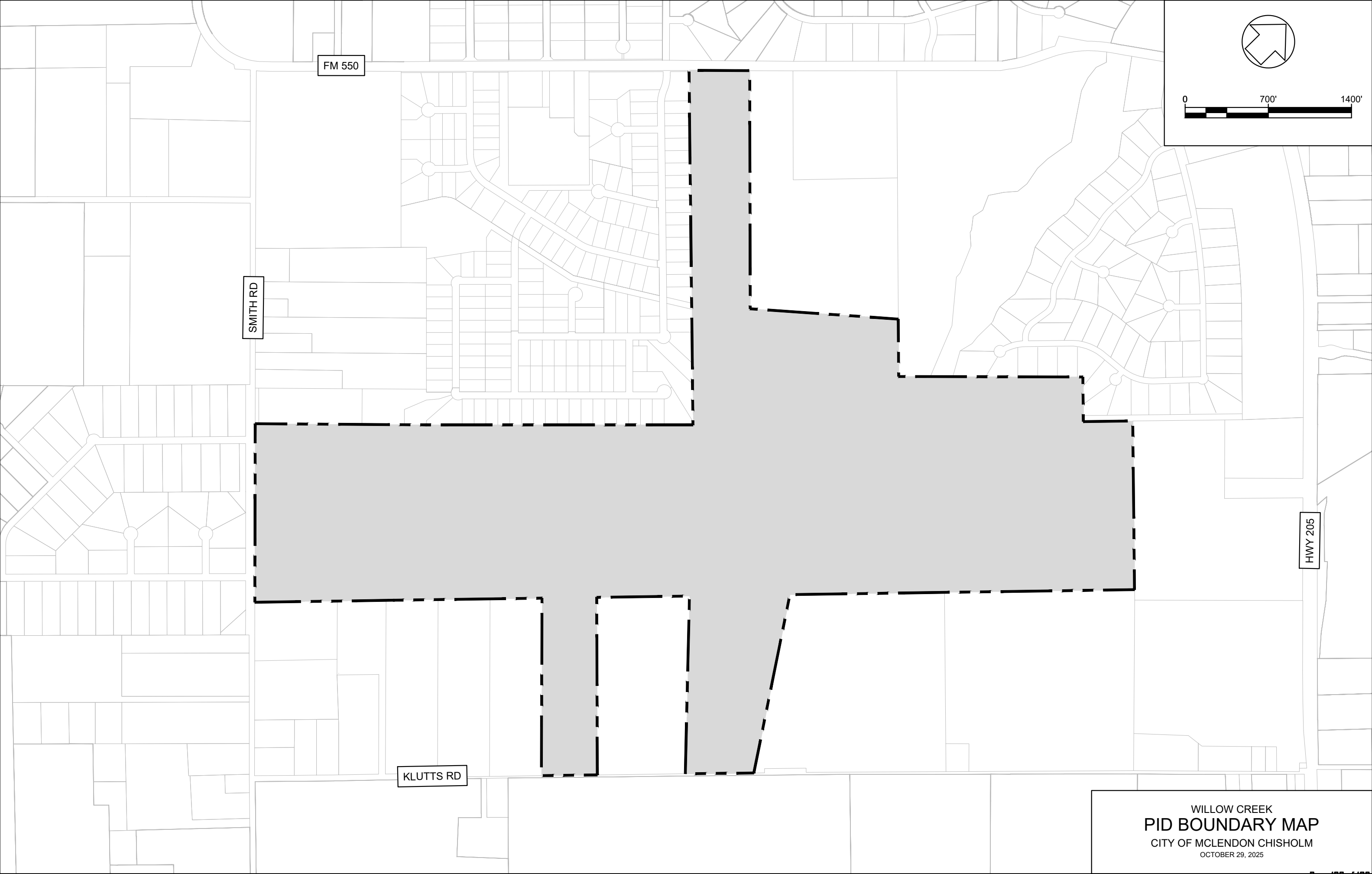
THENCE South 45°41'26" East, with an easterly line of said 360.295 acre tract, a distance of 1,493.78 feet to a capped iron rod set in said Klutts Drive for a salient corner of said 360.295 acre tract, from which a 1/2-inch iron rod found bears North 38°55'07" East, a distance of 11.19 feet;

THENCE South 43°46'45" West, in said Klutts Drive with the south line of said 360.295 acre tract, a distance of 470.96 feet to a 1/2-inch iron rod found for a salient corner of said 360.295 acre tract, common to the southeast corner of a called 15.00 acre tract of land described in the deed to David Trent and Sandra Trent, recorded in Instrument No. 20190000014421, said Official Public Records;

THENCE North 45°16'14" West, with the easterly line of said 15.00 acre Trent tract, a distance of 1,493.33 feet to a 1/2-inch iron rod found at a re-entrant corner of said 360.295 acre tract for the northeast corner of said 15.00 acre Trent tract;

THENCE South 43°42'19" West, with a south line of said 360.295 acre tract and the north line of said 15.00 acre Trent tract, passing at a distance of 437.77 feet a 1/2-inch iron rod with cap stamped "RPLS 5034" found for the northwest corner of said 15.00 acre Trent tract, common to the northeast corner of a called 15.00 acre tract of land described in the deed to David L. Smith and Kristie A. Smith, recorded in Instrument No. 201800000010396, said Official Public Records, continuing on said course with the north lines of said Smith 15.00 acre tract, a called 15.00 acre tract of land described in the deed to David L. Smith and Kristie A. Smith, recorded in Instrument No. 20180000016086, said Official Public Records, a called 7.00 acre tract of land described in the deed to David G. Short and Cynthia R. Short, recorded in Instrument No. 20180000001017, said Official Public Records, and a called 8.00 acre tract of land described in deed recorded in Volume 5555, Page 319, said Official Public Records, a total distance of 2,416.78 feet to a 3/4-inch iron pipe found in said Smith Road for the southwest corner of said 8.00 acre tract;

THENCE North 45°21'49" West, in said Smith Road with the west line of said 360.295 acre tract, a distance of 1,501.62 feet to the POINT OF BEGINNING and enclosing 360.295 acres (15,694,465 square feet) of land, more or less.



WILLOW CREEK
PID BOUNDARY MAP
CITY OF MCLENDON CHISHOLM
OCTOBER 29, 2025

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, ACCEPTING AND APPROVING A PETITION FOR THE ESTABLISHMENT OF THE WILLOW CREEK PUBLIC IMPROVEMENT DISTRICT WITHIN THE CORPORATE LIMITS OF THE CITY; MAKING FINDINGS AS TO THE SUFFICIENCY OF THE PETITION; DIRECTING THAT A PUBLIC HEARING BE SCHEDULED AND NOTICE GIVEN AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 372, Texas Local Government Code (the “Act”), authorizes municipalities to establish public improvement districts within their corporate limits or extraterritorial jurisdiction to finance certain public improvements and supplemental services; and

WHEREAS, the City of McLendon-Chisholm, Texas (the “City”), has received a petition (the “Petition”) from Willow Creek 360 LP (the “Petitioner”), the owner of 100% of the property proposed to be included in the Willow Creek Public Improvement District (the “District”), requesting the establishment of said District pursuant to the Act; and

WHEREAS, the Petition, attached hereto as Exhibit “A”, was filed with the City Secretary and requests that the City establish the District for the purpose of financing authorized public improvements and related administrative expenses as permitted by the Act; and

WHEREAS, the Petition provides the general nature of the proposed improvements, the estimated costs of the improvements, the boundaries of the proposed District, the proposed method of assessment, and the proposed apportionment of costs between the City and the District; and

WHEREAS, ~~WHEREAS~~, the City Council finds that the Petition meets the statutory requirements of Section 372.005(b) of the Texas Local Government Code, including that it has been signed by the owners of more than fifty percent (50%) of the appraised value of taxable real property liable for assessment within the proposed District and by the owners of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the proposed District; and

WHEREAS, the City Council further finds that the proposed improvements are necessary, advisable, and will promote the public health, safety, and welfare and that the proposed District will confer a special benefit upon the property within its boundaries.

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

SECTION 1. ACCEPTANCE AND FINDINGS. The City Council hereby accepts and approves the Willow Creek Public Improvement District Petition submitted by Willow Creek 360

LP, and finds that the Petition complies with all applicable requirements of Chapter 372, Texas Local Government Code.

SECTION 2. DETERMINATION OF SUFFICIENCY. The City Council finds and determines that the Petition has been properly filed with the City Secretary, is sufficient, and complies with the statutory requirements of Section 372.005(b) of the Texas Local Government Code.

SECTION 3. PUBLIC HEARING. The City Council hereby directs the City Manager to schedule a public hearing on the advisability of the proposed improvements and the establishment of the Willow Creek Public Improvement District, to be held at a regular or special meeting of the City Council in accordance with Section 372.009 of the Act. The City Secretary is hereby directed to cause notice of such hearing to be published in a newspaper of general circulation in the City and mailed to all owners of property within the proposed District as required by law.

SECTION 4. This Resolution shall be effective immediately upon its adoption.

DULY PASSED and approved by the City Council of the City of McLendon-Chisholm, Texas, on this the 10th day of November 2025.

ATTEST:

THE CITY OF MCLENDON-CHISHOLM

Angela Jennings, City Secretary

Brian McNeal, Mayor

APPROVED AS TO FORM:

Michael Halla, City Attorney



City of McLendon-Chisholm

Staff Report

Date: November 10, 2025

Agenda Item: Discuss and consider a resolution authorizing the award of Request for Proposal (RFP 2025-06-10) to Berghauser Construction for the remodel of the former Fire Station into a new City Annex.

Background:

At the September 23, 2025, City Council meeting, Council directed staff to issue a Request for Proposals (RFP) for the remodel of the former Fire Station at 10685 FM 548 to be converted into a new City Annex. The project will provide dedicated space for the Public Works Department and the Accounting Clerk. The RFP was issued on October 6, 2025, and closed on October 20, 2025. Two proposals were received—one from Berghauser Construction and one from PCBM Facility Management. Berghauser Construction submitted the lowest bid, totaling \$310,000.00.

The scope of work includes interior framing and finish-out, installation of new entry doors, windows, flooring, trim, and hardware, as well as the build-out of a kitchenette and full interior drywall, insulation, and painting. Electrical upgrades will bring all systems up to current code, with new outlets, switches, and network ports. Plumbing work includes complete rough-in and top-out for all systems. Exterior improvements include building repainting, construction of a reinforced 40x40 concrete parking lot with one ADA-compliant space, and installation of a 500-gallon aerobic septic system. Additional site work includes grading, gravel drive and storage pad installation, and an 8-foot iron fence with finials. The project also includes installation of a new 2-ton HVAC system with ductwork and associated electrical connections.

Fiscal Impact:

The project will be funded from the General Fund Reserve.

Options/Alternatives:

1. City Council may approve the Resolution, as presented.
2. City Council may deny the Resolution.

Recommendation:

Staff recommends approval of the Resolution, as presented.

Attachments:

- Resolution
- Responsive Bids
- Contract

Presenter: Jeff White, Finance Director



City of McLendon-Chisholm – City Annex Remodel Proposal

Berghauser Construction

From Our Family to Your Future

Phone: 972-569-7115 | Email: berghauserconstruction@gmail.com
Melissa, TX



Berghauser Construction

From Our Family to Your Future

Phone: 972-569-7115 | Email: berghauserconstruction@gmail.com

Company Bio

For over 30 years, Berghauser Construction has been a trusted, family-owned general contracting and electrical contracting company proudly serving North Texas. What began as a family trade has grown into a respected construction firm recognized for exceptional craftsmanship, professionalism, and reliability on every project.

Founded on the belief that quality and integrity are the foundation of every successful build, Berghauser Construction combines three decades of hands-on field experience with proven project management and technical skill. Rodney and Adam Berghauser carry forward a family legacy of excellence in construction that spans generations.

Berghauser Construction has served as General Contractor on a wide range of residential and commercial projects, overseeing every phase from planning to completion. In addition, our team brings specialized expertise as licensed electrical contractors, allowing us to provide in-house electrical services that ensure efficiency, safety, and precision throughout each build.

Our experience includes:

- Acting as General Contractor for new construction, remodels, and additions
- Providing full-service electrical contracting, including design, installation, and troubleshooting
- Managing projects of all sizes with attention to scheduling, budget control, and workmanship
- Building long-term relationships based on trust, transparency, and consistent results

At Berghauser Construction, we treat every project like it carries our family name—because it does. We take pride in delivering superior quality, dependable communication, and a level of accountability that only comes from decades of personal investment in our craft.

Our mission: To deliver dependable general and electrical contracting services with honesty, experience, and pride in every detail.

References

Reference 1: Jon Hendricks
Company: Print Appeal
Phone: 972-822-7555
Email: jon@printappeal.com

Reference 2: DJ Rule
Company: DJ Rule Trim and Construction
Phone: 972-345-1177
Email: djrule@rulemillwork.com

Reference 3: Bryan Moore
Company: DBA Architects
Phone: 469-667-5095
Email: bryan@dba-architects.com

ESTIMATE

Berghauser Construction
1700 Miller Rd
Melissa, TX 75454

berghauserconstruction@gmail.com
+1 (972) 569-7115

Bill to
City of McLendon-Chisholm
City of McLendon-Chisholm

Ship to
City of McLendon-Chisholm
City of McLendon-Chisholm

Estimate details
Estimate no.: 1113
Estimate date: 10/20/2025

#	Date	Product or service	Description
1.		Demo	Demo all current interior lay out and remove all trash. Including removing garage door bay.
2.		Framing	Frame new offices per City plan, frame in bay door, 3 new exterior windows. We will cover the exterior side to bay and top of structure with 7/16 osb.
3.		Eletrical	Bring entire electrical system up to modern code standards.Wire new offices with plugs, switches, and lights to code. Lighting for offices will be surface mount wrap LEDs.
4.		plumbing	Bring bathroom to ADA standards with new vanity with sink and toilet, install kitchen sink in kitchenette.
5.		Septic	Install 500 gallon aerobic or low pressure system. City can choose either option.
6.		Hvac	Bid to furnish and install (1) Daikin 2-ton 19.2 SEER hyper heat system. This includes (1) Daikin 2-ton 19.2 SEER condenser with a new condenser slab and (1) Daikin wall-mount air handler with a secondary emergency drain pan and float switch. This also includes a thermostat, all ductwork, supply and return plenums, electrical disconnect, refrigerant line set, line set cover, boots, and grills. All necessary parts, materials, and labor needed to complete the installation are included. There will be 10-years parts warranty and 2-years labor warranty.
7.		Insulation	Spray foam insulation up to 6in thick depending on depth of wall cavity. Polly seal of all doors, windows, and plates.

8.	Sheetrock	Sheetrock all interior with 5/8 fire rock, tape, bed, and texture all interior with orange peel texture.
9.	Trim	Install 2 exterior 6 panel solid core doors with weather stripping, 5 interior hollow core 6 panel doors, 1x4 door casings, 1x6 base boards, window stools at 3 windows.
10.	Paint	Paint interior of office space with Sherwin Williams Promar 200 eggshell, doors and trim with sherwin Williams pro classic oil satin. All Interior will be one coat. Exterior of building will be painted with Sherwin Williams dtm(direct to metal) one coat. All exterior will be power washed before paint.
11.	Flooring	Install 5mm thick glue down vinyl plank flooring. This is an allowance of up to \$6000.
12.	Kitchenette	Install 12 linear feet of upper and lower cabinets, 12 linear feet of counter top. Cabinets will be standard pre built builders grade. Includes a \$1000 allowance to purchase refrigerator.
13.	Hardware	Hardware allowance for interior and exterior doors, cabinet pulls, and bath. \$2000
14.	Parking Lot	Remove gravel from 40ftx40ft area and pour a 6in thick concrete parking area, rebar on 18 in centers, with painted parking spots and one handicap spot.
15.	Gravel Drive	Gravel entire fenced in area 4800 sq ft for storage area and drive way.
16.	Fence	Install 224 linear feet of fence and 1 16ft double gate. Fence is Rod iron with finials commercial grade. Montage 2 from Ameristar.
17.	Final Clean	Will have cleaning crew in at end of construction to handle dust and debris.
Total		\$310,000.00

Accepted date

Accepted by



Final Project Timeline – City Annex Remodel

- **1 week – Demolition:** Remove existing interior layout, doors, and garage bay per estimate.
- **2 weeks – Framing & Rough Carpentry:** Frame new offices, windows, and enclose bay door with OSB and structural work.
- **2 weeks – Electrical & Plumbing Rough-In:** Upgrade electrical to modern code; rough-in ADA-compliant plumbing systems.
- **1 week – HVAC Installation:** Install Daikin 2-ton SEER2 hyper heat system, condenser pad, ductwork, and thermostat.
- **2 weeks – Insulation & Sheetrock:** Spray foam insulation; hang, tape, float, and texture 5/8" fire rock.
- **1 week – Trim & Finish Carpentry:** Install doors, baseboards, trim, and window stools.
- **2 weeks – Paint & Flooring:** Interior/exterior painting; install vinyl plank flooring per allowance.
- **1 week – Kitchenette & Hardware:** Install cabinetry, countertops, fixtures, and hardware allowances.
- **1 week – Septic System Installation:** Install 500-gallon aerobic or low-pressure system (city preference).
- **3 weeks – Concrete Parking Lot & Drive:** Pour 6" reinforced 40x40 parking lot with ADA space; gravel drive & storage pad.
- **2 weeks – Fence Installation:** Install 224' Ameristar Montage 2 iron fencing and 16' double gate.
- **1 week – Final Cleanup & Inspection:** Cleaning crew, punch list completion, and city inspection.

Total Estimated Duration: **18 weeks (~4.5 months)**

Projected Completion Date: **Late February 2026** (assuming early November 2025 start).

Warranty & Compliance

Berghauser Construction provides a 1-year warranty on workmanship and installation from the date of completion. Manufacturer warranties apply to installed equipment and materials (HVAC: 2-year labor, 10-year parts). Warranty/service requests are addressed within 48

hours; emergency response available for critical systems.

All work will comply with current building codes, ADA requirements, and City of McLendon-Chisholm regulations. Berghauser Construction will secure and manage all required permits.

Fencing Note: Fencing materials have a **6–8 week lead time** from order date and are **non-refundable once purchased**.

Berghauser Construction

Melissa, TX

Phone: 972-569-7115

Email: berghauserconstruction@gmail.com

To:

City of McLendon-Chisholm

Attn: City Administrator / Project Review Committee

Dear Review Committee,

Berghauser Construction is grateful for the opportunity to submit our proposal for the City Annex Remodel project. Our team is confident that our three decades of hands-on experience, coupled with a commitment to quality and integrity, will ensure the successful completion of this project.

We take pride in providing dependable, detail-oriented service and stand behind every phase of construction — from planning through final inspection. Should the City require clarification or additional information regarding our proposal, we would be pleased to provide it promptly.

Thank you for your time and consideration. We look forward to the opportunity to work together to create a space that serves the community for years to come.

Respectfully,

Rodney Berghauser

Berghauser Construction

CONSTRUCTION SERVICES AGREEMENT

City of McLendon-Chisholm – Remodel of Former Fire Station

This Construction Services Agreement (“Agreement”) is entered into by and between the City of McLendon-Chisholm, Texas, a Texas home-rule municipality (hereinafter referred to as the “City”), and Berghauser Construction, LLC, a Texas limited liability company (hereinafter referred to as the “Contractor”), collectively referred to as the “Parties.”

1. PROJECT DESCRIPTION

The Contractor shall furnish all labor, materials, equipment, supervision, and services necessary for the remodel of the former Fire Station located at 10685 FM 548, McLendon-Chisholm, Texas, in accordance with the terms and conditions of this Agreement and consistent with the scope outlined in the City’s Request for Proposals (RFP No. 2025-06-10) and Contractor’s submitted proposal, both of which are incorporated herein by reference.

2. CONTRACT AMOUNT

The total amount payable under this Agreement shall not exceed Three Hundred Ten Thousand Dollars (\$310,000.00). Payments shall be made based on approved invoices for work completed and accepted by the City.

3. TERM AND COMPLETION

The Contractor shall commence work upon receiving a Notice to Proceed from the City and shall achieve substantial completion within the timeframe mutually agreed upon by the Parties, as set forth in the project schedule. Time is of the essence in this Agreement.

4. PAYMENT TERMS

The Contractor shall submit itemized invoices no more frequently than monthly. Each invoice shall include a description of work performed, materials used, and the percentage of completion. Payment shall be made by the City within thirty (30) days of receipt of an approved invoice.

Retainage, if applicable, shall be withheld in accordance with Texas Government Code, Chapter 2252.

5. CHANGES AND AMENDMENTS

No change, modification, or amendment to this Agreement shall be valid unless made in writing and approved by both Parties. Any changes affecting the contract amount or scope of work shall be documented by a written Change Order approved by the City.

6. TERMINATION

The City may terminate this Agreement for convenience upon ten (10) days' written notice to the Contractor. In the event of termination, the Contractor shall be paid for work satisfactorily performed up to the date of termination. The City may also terminate this Agreement for cause if the Contractor fails to perform in accordance with its terms.

7. PERFORMANCE AND WARRANTY

The Contractor warrants that all work shall be completed in a good and workmanlike manner and in compliance with all applicable federal, state, and local laws, codes, and regulations. All work performed shall be warranted for a period of one (1) year from the date of final acceptance by the City.

8. DELAYS AND LIQUIDATED DAMAGES

The Contractor shall perform the work diligently and in accordance with the agreed schedule. If the Contractor fails to complete the work within the agreed completion period, without justifiable cause, the City may assess liquidated damages in the amount of \$250 per calendar day for each day of delay beyond the completion date.

Delays caused by acts of God, inclement weather, or other events beyond the Contractor's reasonable control shall not be subject to penalties, provided the Contractor notifies the City in writing within five (5) days of such occurrence and provides supporting documentation.

The Parties acknowledge that such damages are not a penalty but a reasonable estimate of the actual damages the City would sustain due to delay.

9. INSURANCE AND INDEMNIFICATION

The Contractor shall maintain, at its own expense, insurance coverage including:

- Commercial General Liability – minimum \$1,000,000 per occurrence
- Workers' Compensation – statutory limits
- Automobile Liability – minimum \$1,000,000 combined single limit

Certificates of insurance naming the City of McLendon-Chisholm as an additional insured shall be provided prior to commencement of work.

THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OR LIABILITIES ARISING OUT OF OR RELATED TO THE PERFORMANCE OF WORK UNDER THIS AGREEMENT.

10. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, and regulations of federal, state, and local governments, including all applicable safety and environmental requirements.

11. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and not an employee, agent, or representative of the City. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the Parties.

12. ASSIGNMENT

The Contractor shall not assign or transfer this Agreement or any portion thereof without the prior written consent of the City.

13. ENTIRE AGREEMENT

This Agreement, together with any attachments or incorporated documents, constitutes the entire understanding between the Parties and supersedes all prior negotiations or agreements, whether written or oral.

14. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Rockwall County, Texas.

15. NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered personally or sent by certified mail, return receipt requested, to the following addresses:

City of McLendon-Chisholm
Attn: City Manager
1371 West FM 550
McLendon-Chisholm, TX 75032

Berghauser Construction, LLC
Attn:
1700 Miller Rd.
Melissa, TX 75454

16. EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date of the last signature below.

CITY OF McLENDON-CHISHOLM, TEXAS

By: _____

Bryan McNeal, Mayor

Date: _____

BERGHAUSER CONSTRUCTION, LLC

By: _____

[Name, Title]

Date: _____

This summary is not meant to replace the quotes comparison to view the differences between the formatted differently and is not necessarily

	Berghauser Construction
Demo	Demo all current lay out and remove all trash, including garage door bay
Framing	Frame new offices per City plan, frame in bay door, 3 new exterior windows. We will cover the exterior side to bay and top of structure with 7/16 osb.
Electrical	Bring entire electrical system up to modern code standards. Wire new offices with plugs, switches, and lights to code. Lighting for offices will be surface mount wrap LEDs.
Plumbing	Bring bathroom to ADA standards with new vanity with sink and toilet, install kitchen sink in kitchenette.
Septic	Install 500 gallon aerobic or low pressure system. City can choose either option.
HVAC	Bid to furnish and install (1) Daikin 2-ton 19.2 SEER hyper heat system. This includes (1) Daikin 2-ton 19.2 SEER condenser with a new condenser slab and (1) Daikin wall-mount air handler with a secondary emergency drain pan and float switch. This also includes a thermostat, all ductwork, supply and return plenums, electrical disconnect, refrigerant line set, line set cover, boots, and grills. All necessary parts, materials, and labor needed to complete the installation are included. There will be 10-years parts warranty and 2-years labor warranty.
Insulation	Spray foam insulation up to 6in thick depending on depth of wall cavity. Polly seal of all doors, windows, and plates.
Sheetrock	Sheetrock all interior with 5/8 fire rock, tape, bed, and texture all interior with orange peel texture.
Trim	Install 2 exterior 6 panel solid core doors with weather stripping, 5 interior hollow core 6 panel doors, 1x4 door casings, 1x6 base boards, window stools at 3 windows.
Paint	Paint interior of office space with Sherwin Williams Promar 200 eggshell, doors and trim with sherwin Williams pro classic oil satin. All Interior will be one coat. Exterior of building will be painted with Sherwin Williams dtm (direct to metal) one coat. All exterior will be power washed before paint.

Flooring	Install 5mm thick glue down vinyl plank flooring. This is an allowance of up to \$6000.
Kitchenette	Install 12 linear feet of upper and lower cabinets, 12 linear feet of counter top. Cabinets will be standard pre built builders grade. Includes a \$1000 allowance to purchase refrigerator.
Hardware	Hardware allowance for interior and exterior doors, cabinet pulls, and bath. \$2000
Parking Lot	Remove gravel from 40ftx40ft area and pour a 6in thick concrete parking area, rebar on 18 in centers, with painted parking spots and one handicap spot.
Gravel Drive	Gravel entire fenced in area 4800 sq ft for storage area and drive way.
Fence	Install 224 linear feet of fence and 1 16ft double gate. Fence is Rod iron with finials commercial grade. Montage 2 from Ameristar.
Final Clean	Will have cleaning crew in at end of construction to handle dust and debris.
Excavation	
Warranty	
Timeframe	Approximately 60 days
COST	\$310,000.00

s, but to provide a rough side by side
 e received proposals since they are
 all-inclusive of proposal details.

PCBM Facility Management
Framing in overhead door space from new exterior wall and window (Commercial Grade).
Bring all electrical to current code. Wire, connectors, couplings, straps, and bushings, etc. Install new outlets and switches in new office areas.
All plumbing supplies and labor related to compete remodel
500 gallon system includes install, aterial, and manufacturers warranty
2 Ton 19.2 SEER2 Kaden Hyoe Heat HP & Wall Air Handler with Honeywell Lyric Pro WiFi Thermostat
Demising walls and partitions (Insulation - R13 above Ceiling, all interior walls spray foam insulated)
New Entry Door and windows (Commercial Grade Fire Rated Door). New Interior doors (Commercial 3' x 7' Fire Rated Doors).
Interior Painting: 4 coats Primer, 2 coats Paint Sherwin Williams Pro Classic. Exterior: included at no charge to ensure the completed renovation represents a professional appearance and reflects the quality standards of PCBM work product

Kitchentte Buildout Appliance supplied by client (not included).
\$16.50 per door, includes install.
40x40 parking lot with single handicap parking space. 4 " think concrete with Rebar 18" O.C.
Excavate and remove 3" of existing soil, grade and backfill 3" base with 4" gravel drive
8' tall press point panel, 3/4 press point panel 1" 1/2 rails powder coated 3" post, 37' slide gate, 3" frame 3/4" pickets to match fence manual operation, concrete gate pocket, 18" concrete beam 10" deep
Trench, Drain, Grade and Backfill Site per plan
2 years on Stuctural work
Approximately 80 days
\$373,210.14



PROPOSAL # 34356

Client PO #

Start Date 10/01/25

Quote Date 09/09/25

Paperwork Date

Order Type Build Back

Ref # 118808

Manager Jim Simmons

Park Construction & Building Maintenance
5627 State Hwy 276 West
Royse City, TX 75189
Phone # 972-636-2260 Fax # 214-444-3707

CLIENT BILL TO

Park Construction
5627 State Hwy 276 W
Royse City, TX 75189

SERVICE LOCATION

City of McLendon-Chisholm - Loc # Old Fire Station (City Annex)
1371 W. FM 550
McLendon-Chisholm, TX 75032
Phone # Fax #

SERVICE DESCRIPTION

RFP No: 2025-6-10
Remodel of old Fire Station 2 for New City Annex

CLIENT PRICING**Proposed**

Qty	Description	Man Hr	Unit Price	Total Tax
1	Framing/Finish Out Price includes materials and labor per plan New Entry door and windows (Commercial Grade Fire Rated Door) New Interior doors (Commercial 3'-0" x 7'-0" Fire Rated Doors) Hardware allowance \$16.50 per door includes install Framing in overhead door space from new exterior wall and window (Commercial Grade) Kitchenette Buildout Appliance supplied by client (Not Included) Interior Painting (Class 4 @coats Primer, 2 Coats Paint Sherwin Williams Pro Classic) Flooring Allowance \$4.85 sqft Demising wall and partitions (Insulation- R13 above Ceiling, All interior walls Spray foam insulated) Warranty for 2 years on Structural work performed by PCBM Construction	1.00	70,091.60	70,091.60 ☒
1	Electrical -Journeyman and Apprentice Install electrical outlets and switches: Install new outlets and switches in new office areas	54.00	350.00	18,900.00 ☒
1	Bring all electrical to current code Wire, Connectors, couplings, straps, and bushings. etc Install electrical outlets and switches: Install new outlets and switches in new office areas		5,539.63	5,539.63 ☒
1	Plumbing Rough-In and Top-Out All Plumbing supplies and labor related to complete remodel	1.00	23,648.80	23,648.80 ☒
1	Painting Exterior of Building Included at no charge to ensure the completed renovation presents a professional appearance and reflects the quality standards of PCBM work product.	1.00	0.00	0.00 ☒
1	Labor Aerobic Septic System Install 500 Gallon System Includes Install/Manufactures Warranty	1.00	6,300.00	6,300.00 ☒
1	Materials Aerobic Septic System Install		5,600.00	5,600.00 ☒



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CLIENT BILL TO

Park Construction
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Royse City, TX 75189

SERVICE LOCATION

City of McLendon-Chisholm - Loc # Old Fire Station (City Annex)
1371 W. FM 550
McLendon-Chisholm, TX 75032
Phone # Fax #

Proposed

Qty	Description	Man Hr	Unit Price	Total	Tax
	500 Gallon System Includes Install/Manufactures Warranty				
1	Scope-Concrete 40x40 parking lot Single handicap parking space	1.00	42,100.00	42,100.00	☒
1	Scope-Excavation Trench, Drain, Grade and Backfill Site Per Plan	1.00	39,580.00	39,580.00	☒
1	Scope-Gravel Drive with Storage Pad Excavate and remove 3" of existing soil, grade and backfill 3" base with 4" gravel drive	1.00	42,982.00	42,982.00	☒
1	Scope-8' Commercial Grade Property Fencing 8' tall press point panel 3/4 press point panel 1" 1/2 rails powder coated 3" post 37' slide gate 3" frame 3/4" pickets to match fence manual operation Concrete gate pocket 18" concrete beam 10" deep	1.00	102,947.36	102,947.36	☒
1	Scope-HVAC 2 Ton 19.2SEER2 Kaden Hyper Heat HP & Wall Air Handler (2.0 Kaden HHHP/WAH): 2 Ton 19.2SEER2 Kaden Hyper Heat HP & Wall Air Handler with Honeywell Lyric Pro WiFi Thermostat 2.0 Ton Kaden Hyper Heat Mini Split Heat Pump with Wall Air Handler - FULL VARIABLE SPEED EFFICIENCY Cooling SEER2 - 19 EER2 - 12.5 Heating HSPF2 - 9.7 COP - 3.2 WARRANTY 2 years labor 10 year all parts 10 year compressor and evaporator coil Scope of work including materials needed to complete installation. - Disposing of all old equipment and materials - Drop cloths put down wherever work is being performed - Installation of new equipment	1.00	15,520.75	15,520.75	☒



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Manager Jim Simmons

CLIENT BILL TO

Park Construction
5627 State Hwy 276 W
Royse City, TX 75189

SERVICE LOCATION

City of McLendon-Chisholm - Loc # Old Fire Station (City Annex)
1371 W. FM 550
McLendon-Chisholm, TX 75032
Phone # Fax #

Proposed

Qty	Description	Man Hr	Unit Price	Total Tax
	- New condenser pad outside - New disconnect box and power whip - Low voltage wire in conduit - Seal-Tite connectors - Sealing up all connections with mastic - RX-11 flush of refrigerant lines - Pressure test line set - New PVC connections and drain line (up to 10ft) - New drain pan overflow safety switch - New inline overflow safety switch - Leaving everything cleaner than we found it 8" Supply Cut In Includes supply boot, supply grill, R8 duct and start collar 7" Supply Cut In Includes supply boot, supply grill, R8 duct and start collar 12" Return Cut In Includes return boot, flat return grill, R8 duct and start collar 7" Return Cut In Includes return boot, grill, R8 duct and start collar KADEN R454B 24K UNITARY AHU Kaden KIB-UUX24AH-2AAMA KADEN R454B 24K UNITARY HYPER HEAT HP UNIT			
1	Project Timeline The total project duration is projected at approximately eighty (80) Days from approval to completion, pending site access and material availability		0.00	0.00 ☒
Sub Total				373,210.14
Combined Total				373,210.14
Tax				0.00
Total				373,210.14

This proposal is intended for proposal purpose only: Cost associated with extra scheduling, trips, material pick up, special orders, revising proposals due to old proposals are subject to a change to the amount at final billing. Material availability may result in cost adjustment if approval is at a later date. Project man-hour pricing includes both on-site and off-site hours. Pricing is specific to this proposal and is in no way standardized pricing. Proposal is for fully awarded project in its entirety. Prices are adjusted when line items are altered in any way. This proposal in no way is a guarantee that future repairs are covered under this repair. This proposal does not include time and material unless specified. All line locates will be called in. Any private locates are the responsibilities of the owner. PCBM will not be liable for damages that are not disclosed. Unforeseen issues not explicitly agreed to the maintenance of will result in an adjustment of proposal amount. PCBM is not responsible for foundation movement damage,



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Royse City, TX 75189
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Royse City, TX 75189

PROPOSAL # 34356

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Manager Jim Simmons

SERVICE LOCATION

City of McLendon-Chisholm - Loc # Old Fire Station (City Annex)
1371 W. FM 550
McLendon-Chisholm , TX 75032
Phone # Fax #

structure movement damage to our repairs, or replacements. A one-time mobilization charge will be applied unless specified otherwise.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MCLENDON-CHISHOLM, TEXAS, AUTHORIZING THE AWARD
OF REQUEST FOR PROPOSAL (RFP 2025-06-10) TO BERGHAUSER
CONSTRUCTION FOR THE REMODEL OF THE FORMER FIRE
STATION INTO A NEW CITY ANNEX; REPEALING ALL
RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the City of McLendon-Chisholm, Texas (the “City”), issued Request for Proposal (RFP 2025-06-10) for the remodel of the former Fire Station located at 10685 FM 548 to convert the facility into a new City Annex; and

WHEREAS, the proposed remodel will provide suitable office space for the City’s Public Works Department and Accounting Clerk; and

WHEREAS, the City received two proposals, with Berghauser Construction submitting the lowest qualifying bid in the amount of \$310,000.00; and

WHEREAS, City Council finds that awarding the contract to Berghauser Construction in accordance with the terms and conditions of RFP 2025-06-10 is in the best interest of the City and its residents;

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

SECTION 1. The City Council hereby authorizes the award of Request for Proposal (RFP 2025-06-10) to Berghauser Construction for the remodel of the former Fire Station into a new City Annex, consistent with the terms and conditions of the RFP.

SECTION 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City.

SECTION 3. REPEAL OF CONFLICTING RESOLUTIONS This Resolution shall be cumulative of all provisions of Resolutions of the City except where the provisions of this Resolution are in direct conflict with the provisions of such Resolutions, in which event the conflicting provisions of such Resolutions are hereby repealed.

SECTION 4. SEVERABILITY It is hereby declared to be the intention of the City Council of the City of McLendon-Chisholm, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph, or section of this Resolution should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Resolution, since the same

would have been enacted by the City Council without incorporation in this Resolution of such unconstitutional phrases, clause, sentence, paragraph, or section.

SECTION 4. This Resolution shall be effective immediately upon its adoption.

DULY PASSED and approved by the City Council of the City of McLendon-Chisholm, Texas, on this the 10th day of November 2025.

ATTEST:

THE CITY OF MCLENDON-CHISHOLM

Angela Jennings, City Secretary

Brian McNeal, Mayor

APPROVED AS TO FORM:

Michael Halla, City Attorney



City of McLendon-Chisholm Staff Report

Date: November 10, 2025

Agenda Item: Discuss and consider authorizing the purchase of furniture, fixtures, and other related needs for the new City Annex Building, with funding to be provided from the General Fund Reserve in an amount not to exceed \$85,484.40

Background:

The City Council considered approval of a Request for Proposal for the remodel of the former Fire Station into a new City Annex earlier this evening. This agenda item is requesting additional funds that will be needed to get the building up and running and furnished. It includes items such as Furniture, Fixtures, and Equipment (FFE), the installation of networking, access controls, security cameras and alarms, a generator and more, including a 10% contingency.

Fiscal Impact:

The fiscal impact of this request is \$85,485.40 and consists of one-time expenses that will come from General Reserves.

Options/Alternatives:

1. City Council may approve the request, as presented.
2. City Council may deny the request.
3. City Council may modify the request.

Recommendation:

Staff recommends approval of the request, as presented.

Attachments:

- Remodel Quotes

Presenter: Jeff White, Finance Director

		One-Time
Peoples		
	Phones	\$768.00
My Computer Guy		
	Equipment/Labor	\$4,145.00
Green Electronic Solutions		
	Wiring	\$10,684.53
PHD Tech		
	Access Control	\$25,738.27
	Surveillance	\$5,086.60
	Alarm	\$4,296.60
Spectrum		
	Internet (1 Gbps)	
ULINE		
	Desks	\$6,000.00
	Storage Cabinets	\$900.00
	Table & Chairs	\$500.00
Amazon		
	Dry Erase Boards	\$280.00
	File Cabinets	\$600.00
	Bookshelf	\$265.00
	Office Supply Cabinet	\$150.00
	Office Chairs	\$800.00
	Office Supplies	\$2,000.00
Home Depot		
	Refrigerator	\$1,500.00
Cadenhead Gas		
	Propane Tank/Install	\$3,000.00
Printer/Copy Machine		
	Imagenet Consulting	\$1,000.00
Loftin Equipment		
	Generator	\$10,000.00
????		
	Signage	????
	Contingency	\$7,771.40
	TOTAL	\$85,485.40



City of McLendon-Chisholm

Staff Report

Date: November 10, 2025

Agenda Item: Discuss and consider approval of an ordinance reducing the speed limit along FM 550 within the City limits between Rabbit Ridge Rd. and SH 205 from 55 MPH to 50 MPH, consistent with the findings of the TxDOT speed study.

Background:

The current posted speed limit along Farm-to-Market Road No. 550 (FM 550) from Rabbit Ridge to State Highway 205 (SH 205) is 55 miles per hour (MPH). The Texas Department of Transportation (TxDOT) periodically conducts speed studies to ensure that posted speed limits reflect actual driving conditions and promote safety for motorists.

As part of TxDOT's speed zone review process, these studies are typically performed every 3 to 10 years, or sooner if there are significant changes in traffic patterns, roadway characteristics, or nearby development that could impact safety or mobility.

TxDOT recently conducted a traffic engineering and speed study along FM 550 between Rabbit Ridge and SH 205 in conjunction with the design of a new traffic signal at the intersection of FM 550 and Rabbit Ridge. The study analyzed factors including speed limit, crash history, traffic volumes, and roadway design features to determine whether the existing 55 MPH limit remains appropriate.

Based on the results of the study, TxDOT determined that a speed limit of 50 MPH is more reasonable and safe for the current roadway and traffic conditions along this segment.

Fiscal Impact:

There is no fiscal impact to the City. TxDOT will be responsible for updating and installing new regulatory speed limit signs along the affected corridor.

Options/Alternatives:

1. City Council may approve the Ordinance, as presented.
2. City Council may deny the Ordinance.

Recommendation:

Staff recommends approval of the Ordinance, as presented.

Attachments:

- Ordinance
- FM 550 Speed Map
- TxDOT Speed Study

Presenter: Fabrice Kabona, City Manager

FM 550

DEVELOPMENT
RES. SIGHT DISTANCE
BALL BANK OR ADVISORY SPEED
CURVES OVER 2°
GRADES OVER 3%
SURFACE WIDTH AND TYPE
R.O.W. AND RDBD. WIDTH
ACCIDENTS
ZONE LENGTHS (MILES)
ZONE SPEEDS (M.P.H.)
EXISTING SPEED

1 LANE UNDIVIDED, SHOULDER

0.422
--50 MPH
60 MPH

1.871
--50 MPH
60 MPH



TOWARD
RABBIT
RIDGE RD.

C.L. BEARINGS..

TOWARD
SH 205

MATCHLINE SHEET 2 OF 5

S. SMITH RD.

MATCHLINE SHEET 4 OF 5

COUNTY

COUNTY

MCLENDON-CHISHOLM

MCLENDON-CHISHOLM

59
72
125

51.3
57
64
125

EXISTING SPEED
ZONE SPEEDS (M.P.H.)
ZONE LENGTHS (MILES)
ACCIDENTS
R.O.W. AND RDBD. WIDTH
SURFACE WIDTH AND TYPE
GRADES OVER 3%
CURVES OVER 2°
BALL BANK OR ADVISORY SPEED
RES. SIGHT DISTANCE
DEVELOPMENT

60 MPH
--50 MPH
0.422

MP 14.778

60 MPH
--50 MPH
1.871

1 LANE UNDIVIDED, SHOULDER

OPEN/RESI.

DISTRICT: DALLAS
CITY: MCLENDON-CHISHOLM
SCALE 1" = 0.1 MILES
DATE OF STUDY 09-15-2025

MINUTE NO.:
REPLACES :
REPLACED BY :
CANCELLED BY :
DATE
DATE
DATE

LIMITS OF ZONE

SECTION ONE			SECTION TWO		
STA. OR M.P.	CONT. AND SECT.	PROJECT	STA. OR M.P.	CONT. AND SECT.	PROJECT
BEGINS MP 0 + 00	-	()	BEGINS MP 0 + 00	-	()
ENDS MP 0 + 00	-	()	ENDS MP 0 + 00	-	()

42
62
125

85 PERCENTILE SPEED
TOP SPEED MEASURED
NUMBER OF CARS CHECKED

- FATAL ACCIDENT
- PERSONAL INJURY ACCIDENT
- PROPERTY DAMAGE ACCIDENT
- INDICATES SECTION ZONED BY COMMISSION MINUTE
- SIGNALIZED INTERSECTION
- TRIAL RUN

SPEED ZONE

LIMITS: FROM RABBIT RIDGE RD. TO SH 205
--SPEED LIMIT REDUCED BY 5 MPH
BELOW THE 85TH PERCENTILE SPEED
DUE TO THE FOLLOWING FACTORS:
HIGH DRIVEWAY DENSITY
NEW DEVELOPMENTS

SPEED STUDY
ROCKWALL COUNTY
FM 550

DESIGN TEAM		FEDERAL AID PROJECT NO.		SHEET NO.	
STATE	STATE	STATE	STATE	STATE	STATE
SECTION	SECTION	SECTION	SECTION	SECTION	SECTION
NO.	NO.	NO.	NO.	NO.	NO.

Engineering drawing of a road section showing a 1-lane undivided road with a shoulder. The drawing includes a north arrow, a scale bar, and a speed limit sign. The road is labeled "SH 205" and "TOWARD RABBIT RIDGE RD.". The drawing shows the road crossing "CHapel Hill Ln.". The drawing is labeled "SHEET 4 OF 5" and "SHEET 5 OF 5".

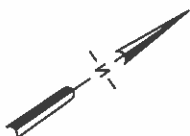
FM 550

DEVELOPMENT
RES. SIGHT DISTANCE
BALL BANK OR ADVISORY SPEED
CURVES OVER 2°
GRADES OVER 3%
SURFACE WIDTH AND TYPE
R.O.W. AND ROBD. WIDTH
ACCIDENTS
ZONE LENGTHS (MILES)
ZONE SPEEDS (M.P.H.)
EXISTING SPEED

1 LANE UNDIVIDED SHOULDER

1.871
**50 MPH
60 MPH

MP 16.649
55 MPH



TOWARD
RABBIT
RIDGE RD.

C.L. BEARINGS

TOWARD
SH 205

MATCHLINE SHEET 4 OF 5

McLENDON-CHISHOLM

McLENDON-CHISHOLM

SH 205

EXISTING SPEED
ZONE SPEEDS (M.P.H.)
ZONE LENGTHS (MILES)

60 MPH
**50 MPH
1.871

MP 16.649

55 MPH

ACCIDENTS

R.O.W. AND ROBD. WIDTH
SURFACE WIDTH AND TYPE
GRADES OVER 3%
CURVES OVER 2°

1 LANE UNDIVIDED SHOULDER

BALL BANK OR ADVISORY SPEED
RES. SIGHT DISTANCE
DEVELOPMENT

DISTRICT: DALLAS
HIGHWAY: FM 550
DATE OF STUDY 09-15-2025

COUNTY: ROCKWALL
CITY: McLENDON-CHISHOLM
SCALE 1" = 0.1 MILES

LIMITS OF ZONE

SECTION ONE					LENGTH		MILES		SECTION TWO					LENGTH		MILES			
BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT	()	BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT	()	BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT	()	BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT	()
MP	0 + 00				MP					MP					MP				
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	()	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	()	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	()	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	()
MP	0 + 00				MP					MP					MP				

42
62
125

85 PERCENTILE SPEED
TOP SPEED MEASURED
NUMBER OF CARS CHECKED

- FATAL ACCIDENT
- PERSONAL INJURY ACCIDENT
- PROPERTY DAMAGE ACCIDENT
- INDICATES SECTION ZONED BY COMMISSION MINUTE

- SIGNALIZED INTERSECTION
- TRIAL RUN

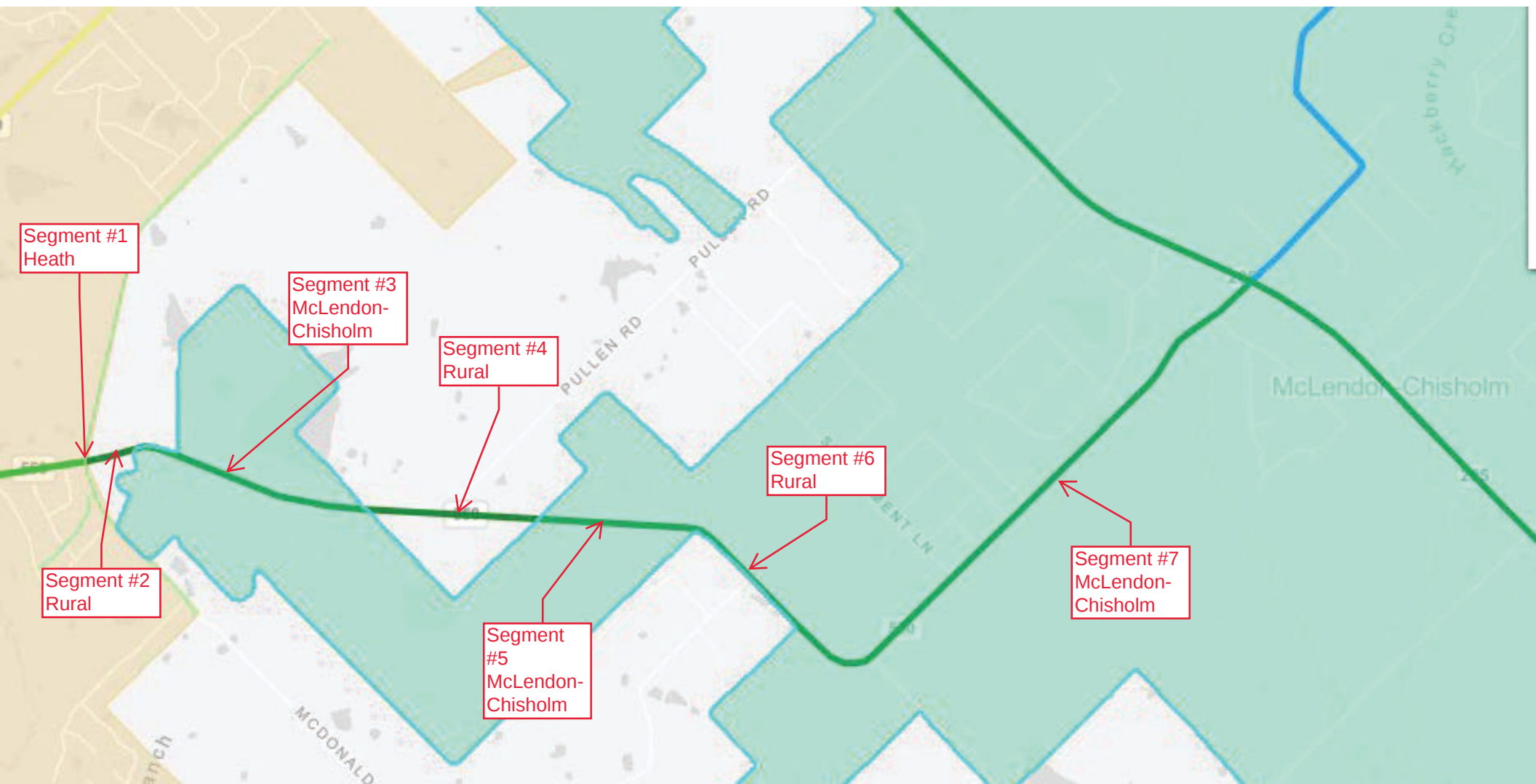
LIMITS: FROM RABBIT RIDGE RD. TO SH 205
**SPEED LIMIT REDUCED BY 5 MPH
BELOW THE 85TH PERCENTILE SPEED
DUE TO THE FOLLOWING FACTORS:
HIGH DRIVEWAY DENSITY
NEW DEVELOPMENTS

SPEED ZONE

TEXAS Department of Transportation

SPEED STUDY
ROCKWALL COUNTY
FM 550

DESIGN TEAM		PROJECT NO.		SHEET NO.	
STATE	SECTION	STATE	SECTION	STATE	SECTION
STATE	SECTION	STATE	SECTION	STATE	SECTION
STATE	SECTION	STATE	SECTION	STATE	SECTION



CITY OF MCLENDON-CHISHOLM
ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY OF McLENDON-CHISHOLM, TEXAS, ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF TRANSPORTATION CODE, SECTION 545.356, UPON FARM-TO-MARKET ROAD NO. 550 (FM 550), BETWEEN RABBIT RIDGE ROAD AND STATE HIGHWAY 205 (SH 205), WITHIN THE CORPORATE LIMITS OF THE CITY OF McLENDON-CHISHOLM, TEXAS, AS SET OUT IN THIS ORDINANCE; PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200.00 FOR VIOLATION OF THIS ORDINANCE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, section 545.356 of the Texas Transportation Code provides that whenever the governing body of a city determines, upon the basis of an engineering and traffic investigation, that any prima facie speed set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection, roadway, or portion thereof within the City, such governing body may, by ordinance, declare and establish a reasonable and safe prima facie speed limit; and

WHEREAS, the Texas Department of Transportation (TxDOT) has conducted a traffic engineering and speed study along Farm-to-Market Road No. 550 (FM 550) within the corporate limits of the City of McLendon-Chisholm, between Rabbit Ridge and State Highway 205 (SH 205); and

WHEREAS, based on said engineering and traffic investigation, the City Council finds that the current prima facie speed limit of fifty-five (55) miles per hour is greater than is reasonable or safe for the conditions found to exist along this segment of roadway; and

WHEREAS, the City Council of the City of McLendon-Chisholm deems it necessary, in the interest of public safety and the general welfare of its citizens, to reduce the speed limit along said portion of FM 550.

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

SECTION 1. Upon the basis of the engineering and traffic investigation conducted by TxDOT, the following prima facie speed limit is hereby determined and declared to be reasonable and safe for vehicles traveling upon FM 550 between Rabbit Ridge and State Highway 205 within the City of McLendon-Chisholm.

SECTION 2. The speed limit for all vehicles traveling along Farm-to-Market Road No. 550 between Rabbit Ridge and State Highway 205 shall be fifty (50) miles per hour (50 MPH).

SECTION 3. The Mayor or his designee is hereby authorized to cause to be erected, appropriated signs indicating such speed zones; and

SECTION 4. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not to exceed Two Hundred Dollars (\$200.00); and

SECTION 5. That all provisions of the ordinances of the City of McLendon-Chisholm in conflict with the provisions of this Ordinance, to the extent of such conflict, be and the same are hereby repealed, and all other provisions of the ordinances of the City of McLendon-Chisholm not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 7. This Ordinance shall take effect immediately after its passage and the publication of the caption, as the law in such cases provides.

DULY PASSED and APPROVED by the City Council of the City of McLendon-Chisholm, Texas, on the 10th day of November 2025.

ATTEST:

APPROVED:

Angela Jennings, City Secretary

Brian McNeal, Mayor



City of McLendon-Chisholm Staff Report

Date: November 10, 2025

Agenda Item: Discuss and consider approving a resolution casting votes for candidates to serve on the Rockwall Central Appraisal District (RCAD) Board of Directors for a two-year term beginning January 1, 2026.

Background:

The Rockwall Central Appraisal District (RCAD) Board of Directors oversees the operations of the appraisal district and ensures compliance with the Texas Property Tax Code. The Board is composed of five members elected by the governing bodies of the taxing entities within the district, including Rockwall County, school districts, and cities.

Following the completion of the nomination phase, RCAD has initiated the voting phase to fill Place 4 and Place 5 on the Board of Directors, currently held by Richard Koepke and Sedric Thomas.

Pursuant to Texas Property Tax Code Section 6.03(k), each taxing unit entitled to vote must determine its votes by resolution and submit its completed ballot to the Chief Appraiser before December 15, 2025. The Chief Appraiser will then count the votes and declare the two candidates with the highest cumulative totals elected before December 31, 2025.

The Rockwall Central Appraisal District provided the official ballot listing the following nominees:

- David Billings
- Anthony Crawford
- Richard Koepke
- Sedric Thomas

The City of McLendon-Chisholm is entitled to six (6) total votes in this election. Votes may be cast entirely for one candidate or divided among multiple nominees.

Options/Alternatives:

1. City Council may approve the Resolution, as presented.
2. City Council may deny the Resolution.

Recommendation:

At City Council's sole discretion.

Attachments:

- Resolution
- RCAD Letter and Ballot

Presenter: Fabrice Kabona, City Manager

RESOLUTION 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM TEXAS, TO CAST VOTES FOR CANDIDATES TO SERVE AS A MEMBER OF ROCKWALL CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS. THIS MEMBER WILL SERVE STARTING JAN OF 2026 FOR A TERM OF 4 YEARS.

WHEREAS, the City Council of the City of McLendon-Chisholm, Texas desires to cast votes for a candidate to serve as a member of the Board of Directors of the Rockwall Central Appraisal District; and

WHEREAS, the City Council recognizes the importance of the Board of Directors in providing leadership for the Rockwall Central Appraisal District; and

WHEREAS, the City Council wishes to promote continued emphasis on fair and uniform appraisals and the efficient operation of the Rockwall Central Appraisal District.

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

Section 1. That the City of McLendon-Chisholm's **6** votes be cast for the following Person to serve as a member of the 2026-2030 Rockwall Central Appraisal District Board of Directors:

- **Anthony Crawford**

AND BE IT SO RESOLVED.

PASSED AND APPROVED by the City Council of McLendon-Chisholm, Texas
On this 10th Day of November, 2025.

APPROVED:

ATTEST:

Bryan McNeal, Mayor

Angela Jennings, City Secretary

Rockwall

Central Appraisal District

October 15, 2025

To All Taxing Entities,

Following completion of the nomination phase of the Board of Director (BOD) election, it is now time for the taxing units to vote and submit their ballot. Place 4 and Place 5, previously held by Richard Koepke and Sedric Thomas, are the two open spots in this BOD election.

Texas Property Tax Code 6.03 (j) states:

- Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsections (g) . . . alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

Texas Property Tax Code 6.03(k) states:

- The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser **before December 15**. The chief appraiser shall count the votes, declare the . . . candidates who receive the largest cumulative vote totals elected, and submit the results before December 31.

A ballot is prepared and enclosed that will list all eligible nominees and will include a column for the name of the voting entity, along with a column for the number of votes cast. The taxing unit should complete the number of votes cast for the nominee or nominees. The taxing unit may only cast the total number of votes to which their taxing unit is entitled (a copy of the jurisdiction voting entitlement table has been included). Votes may be cast for one person or divided among multiple nominees.

Please contact me with any questions.

Sincerely,

Kevin Passons
Chief Appraiser

Board of Directors Ballot

Rockwall Central Appraisal District Board of Directors

Nominee	Name of Voting Entity	Number of Votes Cast
David Billings		
Anthony Crawford		
Richard Koepke		
Sedric Thomas		

Ballots must be returned before December 15, 2025.

**Rockwall Central Appraisal District
Board of Directors Election
Jurisdiction Voting Entitlement**

Entity	Number of Votes
City of Dallas	0
City of Fate	50
City of Garland	0
City of Heath	56
City of McLendon-Chisholm	6
City of Rockwall	146
City of Rowlett	46
City of Royse City	58
City of Wylie	4
Rockwall ISD	1058
Royse City ISD	238
Rockwall County	338