



**AGENDA
CITY COUNCIL
WEDNESDAY, JANUARY 26, 2022
1371 WEST FM 550 - McLENDON-CHISHOLM, TEXAS 75032
6:30 PM**

	Page
1. CALL TO ORDER	
2. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS	
3. RULES OF DECORUM	
4. CITIZEN COMMENTS	
5. UPDATE ON FIRE STATION CONSTRUCTION	
5.1. Sean Spyres, AGCM Project Manager, will provide an update regarding status of the Fire Station construction project.	
6. CONSENT AGENDA	
6.1. Budget Report - December 2021 Financial Reports - December	4 - 20
6.2. McLendon-Chisholm Fire Rescue Reports - December 2021 Calls by District Calls by Incident Type	21 - 23
6.3. Building Official Reports - December 2021 North East Texas Inspection Council Report Permit Count Report	24 - 29
6.4. Animal Control Report - December 2021 All American Dogs	30
6.5. CWD Report - December 2021	
6.6. Sheriff's Report - December 2021 Sheriff's Report	31 - 38
7. ITEMS FOR CONSIDERATION	
7.1. Order of General Election Order of General Election-English Order of General Election-Spanish	39 - 42
7.2. Resolution 2022-01 Approving Order of General Election	43 - 44

[Res Approving Order for General Election-English](#)
[Res Approving Order for General Election Spanish](#)

- 7.3. Order of Special Election 45 - 48
[Order of Special Election-English](#)
[Order of Special Election-Spanish](#)

- 7.4. Resolution 2202-02 Approving Order of Special Election 49 - 50
[Res Approving Order for Special Election-English](#)
[Res Approving Order for Special Election-Spanish](#)

- 7.5. Report on Hwy 205 regarding such items Art Scape, Landscape, Medium Openings, and City Monuments. (Requested by Mayor Pro Tem Kipphut and Crowley) 51 - 52
[TxDoT Enhancements Agenda item - SH205](#)

8. EXECUTIVE SESSION

- 8.1. Adjourn into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551.071(2) Consultation with Attorney to deliberate a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Trilogy / Facilities Agreement 53 - 87
[Facilities Agreement](#)

- 8.2. Reconvene Regular Meeting

- 8.3. Executive Session Action

9. UPDATES, DISCUSSION AND DIRECTION TO STAFF

10. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

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

11. ADJOURN

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

I, Rochelle Green, 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., January 21, 2022, on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.

City of McLendon Chisholm
General Fund Financial Summary
For the three months ended December 31, 2021

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	Dec 2021 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2021-2022 Adopted Budget	Dec 2020 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget
Revenue								
302 · Franchise Income	\$ 20,871	\$ 27,595	14%	\$ 200,000	\$ 19,700	\$ 25,262	13%	\$ 195,000
303 · Development Income	-	14,305	21%	68,000	3,170	5,285	35%	15,000
304 · Building Permit Income	77,628	250,608	31%	808,000	117,365	269,999	39%	696,127
305 · Municipal Court Income	1,000	3,000	- %	-	-	-	0%	500
306 · Interest Income	173	362	5%	8,000	819	2,691	11%	25,000
307 · Sign Permit Income	-	-	- %	-	-	-	0%	-
308 · Septic Fees	1,000	4,425	34%	13,000	200	1,950	18%	11,000
309 · Food Enforcement	-	-	0%	1,200	-	-	0%	1,200
310 · Sales Tax Revenue	104,780	311,262	72%	430,000	35,669	125,133	37%	341,608
311 · PID Admin Expense Reimbursement	-	-	- %	-	-	-	- %	-
313 · Donations	30	30	- %	-	-	(250)	-50%	500
314 · Copies Public Inf. Income	-	-	- %	-	-	-	0%	100
315 · Miscellaneous Income	-	-	- %	-	-	-	0%	118,000
317 · Ad Valorem Tax	580,931	653,033	67%	976,883	370,641	414,788	75%	551,083
318 · Tax Certifications	-	-	- %	-	-	-	- %	-
321 · Credit Card Fee Revenue	126	450	26%	1,750	48	614	78%	790
325 · Hotel Occupancy Tax	-	-	- %	3,400	-	625	- %	-
Transfer from Fire Capital Fund	-	-	- %	-	-	-	0%	410,465
Transfer from Unassigned Surplus	-	-	- %	-	-	-	0%	50,835
Total Revenue	\$ 786,539	\$ 1,265,070	50%	\$ 2,510,233	\$ 547,612	\$ 846,098	35%	\$ 2,417,208
Expenditures								
Operating Expenditures								
401 · Municipal Court	-	\$ -	0%	\$ 1,000	-	\$ -	- %	\$ 1,000
402 · Election Expense	-	-	0%	10,000	-	-	- %	25,000
410 · Building Inspections	17,325	60,275	36%	168,000	18,575	59,925	36%	167,264
411 · Environment Regulation Expense	830	2,880	- %	-	890	2,165	40%	5,375

City of McLendon Chisholm
General Fund Financial Summary
For the three months ended December 31, 2021

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	Dec 2021 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2021-2022 Adopted Budget	Dec 2020 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget
41202 · CE Salary	2,592	8,298	15%	54,379	1,808			30,000
41203 · CE Fuel		-	- %	750				-
41204 · CE Vehicle Repairs & Maint		-	- %	525				-
41205 · CE Supplies & Other Expenses		2,338	- %	31,050	395			-
41301 · City Planner Salary & Benefits				80,912				
41302 · City Planner Supplies & Other Expenses				5,000				
414 - Animal Control	1,590	4,770	25%	19,080	1,590	4,770	- %	19,196
415 · Section 380 Grant Program		-	0%	84,700		-	- %	7,800
416 · Bad Debt		-	- %	-		-	- %	-
418 · Membership Fees		260	13%	2,000	75	547	27%	2,000
422 · Public Notice Expense	454	1,401	14%	9,800	334	1,665	14%	11,750
423 · Community Functions	415	815	27%	3,000		550	55%	1,000
426 · Appraisal District Collection	3,186	3,186	37%	8,535		2,419	32%	7,500
429 · Street Lights	233	718	21%	3,400			0%	2,900
Total 400 Operating Expenditures	\$ 26,624	\$ 84,941	18%	\$ 482,131	\$ 23,667	\$ 76,520	27%	\$ 280,785
Occupancy Expenditures								
502 · Electricity	\$ 387	\$ 1,126	38%	\$ 3,000	\$ 225	684	24%	\$ 2,900
506 · Water	317	885	25%	3,500	276	867	8%	10,239
510 · Propane Gas		-	- %	-		-	0%	870
512 - Trash Pick up		-	0%	-		-	- %	-
514 · Building Maint/Improvements	1,588	12,437	85%	14,600	490	5,453	45%	12,000
516 · Lawn Maintenance	685	2,055	137%	1,500	685	2,055	26%	8,000
518 · Janitorial		-	- %	-		-	- %	-
520 · Telephone & Internet	816	2,387	27%	9,000	751	2,193	26%	8,300
522 · Website Expense		120	1%	12,000		120	5%	2,500
522.1 · Website Design/Redesign		2,000	- %	-		-		10,000

City of McLendon Chisholm
General Fund Financial Summary
For the three months ended December 31, 2021

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	Dec 2021 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2021-2022 Adopted Budget	Dec 2020 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget
522.2 · Audio/Video Chamber Updates		-	- %	-		-		42,280
Total 500 Occupancy Expenditures	\$ 3,792	\$ 21,011	48%	\$ 43,600	\$ 2,427	\$ 11,372	12%	\$ 97,089
General & Administrative Expenditures								
603 · Citizen Recognition	-	-	- %	-	-	-	- %	-
604 · Municipal Manuals, Books & Maps		-	0%	500		-	0%	500
606 · Employee Costs	20,672	74,480	32%	235,081	16,997	59,854	27%	222,187
618 · Liability Insurance		6,012	92%	6,500		5,563	96%	5,821
619 · Software Subscriptions	733	20,530	63%	32,600	792	4,640	13%	37,100
621 · IT Support	900	2,700	26%	10,200	775	2,325	33%	7,000
622 · Office Supplies - City Hall	261	1,083	18%	6,000	437	1,519	43%	3,500
623 · Office Equipment	457	755	35%	2,150	149	704	8%	8,900
624 · Office Equip Maintenance	-	1,131	27%	4,200		940	21%	4,500
625 · Printed Materials	298	298	15%	2,000	373	373	19%	2,000
626 · Postage-City Hall	5	245	15%	1,650	238	392	26%	1,500
628 · Bank Fees	172	1,202	71%	1,700	68	704	35%	2,000
630 · Legal & Professional								
63001-Accounting & Payroll services	5,000	15,000	25%	60,000	5,000	15,000	25%	60,000
63002 - Financial Audit		-	0%	17,000		-	0%	16,000
63003 - Legal	2,596	9,966	28%	36,000	1,560	6,625	17%	40,000
63005 - City Planner	3,000	9,000	- %	-	5,475	16,905	68%	25,000
63005.1 - Comprehensive Plan		1,229	- %	-		-	0%	71,950
63008 - Consultants	1,794	3,138	4%	71,000	388	2,263	9%	26,000
63009 - Engineering		-	0%	10,000		-	0%	25,000
632 · Emergency Management		-	- %	-		-	- %	-
645 · Transcription Services		-	- %	-		-	- %	-
646 · Mileage Expense		-	0%	750		-	0%	750

City of McLendon Chisholm
General Fund Financial Summary
For the three months ended December 31, 2021

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	Dec 2021 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2021-2022 Adopted Budget	Dec 2020 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget
647 · Council Meetings & Development	650	650	81%	800		58	7%	800
648 · Training	129	244	3%	7,000		345	5%	7,000
649 · Expense Account - City Administrator		45	- %	-		-	- %	-
650 · Expense Account - Mayor		-	- %	-		-	- %	-
652 · Staff Appreciation		189	24%	800		-	0%	800
655 · Code of Ordinance		-	0%	3,500		-	0%	4,000
699 · Miscellaneous Expense		-	- %	210	204	204	- %	-
						-		
Total G & A Expenditures	\$ 36,667	\$ 147,896	29%	\$ 509,641	\$ 32,455	118,413	21%	\$ 572,308
700 · Capital Expenditures - Public Safety		\$ -	- %	\$ -	\$ -	\$ -	0%	\$ 410,465
700 · Capital Expenditures - Operating	500	500	0%	185,000	32,340	35,485	65%	55,000
Transfer to Public Safety Fund	76,856	200,293	25%	789,525	39,971	184,786	32%	581,318
Transfer to Capital Projects Fund		-	- %	-	-	2,350	1%	420,243
Total Capital Expenditures & Transfers	\$ 77,356	\$ 200,793	21%	\$ 974,525	\$ 72,311	\$ 222,621	15%	\$ 1,467,026
Total Expenditures	\$ 144,439	\$ 454,642	23%	\$ 2,009,897	\$ 130,860	\$ 428,927	18%	\$ 2,417,208
Surplus (Deficit)	\$ 642,100	\$ 810,428	162%	\$ 500,336	\$ 416,752	\$ 417,171		\$ -

City of McLendon Chisholm
Utility Fund Financial Summary
For the three months ended December 31, 2021

	Current Period Revenue & Expenditures				Prior Period Revenue & Expenditures			
	Dec 2021 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2021-2022 Adopted Budget	Dec 2020 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget
Revenue								
306 · Interest Income	\$ 34	\$ 69	9%	\$ 786	\$ 85	\$ 295	5%	\$ 6,000
Sewer Utility Revenue								
32200 · Sewer Usage Fees	54,591	\$ 127,629	24%	530,414	35,231	93,415	30%	306,625
32201 · Sewer Tap Fees	36,000	99,000	28%	355,500	60,000	147,000	45%	327,000
32204 · Sewer Deposit Refunds	(454)	(1,781)	76%	(2,345)	(653)	(1,098)	130%	(845)
Total Revenue	\$ 90,170	\$ 224,917	25%	\$ 884,355	\$ 94,663	\$ 239,613	38%	\$ 638,780
Expenditures								
Operation & Maintenance Expenditures								
Sewer Operation & Maintenance								
41304 · O&M Agreement	4,061	\$ 12,154	25%	\$ 47,750	3,795	\$ 11,036	24%	\$ 46,000
41305 · O&M Maintenance	436	11,602	25%	46,377	18,338	20,367	52%	39,500
41308 · Electricity	9	27	25%	108	9	27	0%	150
41310 · Sewer Treatment	25,000	75,000	23%	322,518	25,642	70,208	23%	304,000
41312 · Tap Fee Developer Rebate	21,600	59,400	28%	213,300	36,000	88,200	45%	196,200
Total Operations Expenditures	\$ 51,106	\$ 158,183	25%	\$ 630,053	\$ 83,783	\$ 189,838	32%	\$ 585,850
600 · General & Administrative Exp	\$ 1,274	\$ 4,028	26%	\$ 15,323	\$ 1,274	\$ 3,822	25%	\$ 15,293
Total Expenditures	\$ 52,380	\$ 162,211	25%	\$ 645,376	\$ 85,057	\$ 193,660	32%	\$ 601,143
Surplus (Deficit)	\$ 37,790	\$ 62,707	26%	\$ 238,979	\$ 9,606	\$ 45,953	122%	\$ 37,637

City of McLendon Chisholm
Interest Sinking Fund Financial Summary
For the three months ended December 31, 2021

	Current Period Revenue & Expenditures				Prior Period Revenue & Expenditures			
	Dec 2021 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2021-2022 Adopted Budget	Dec 2020 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2020-2021 Adopted Budget
Revenue								
Ad Valorem Tax								
317 · Ad Valorem Tax	\$ 72,482	81,535	74%	\$ 109,568	\$ 99,599	\$ 111,518	76%	\$ 147,552
306 · Interest Income	2	311	9%	3,375	444	\$ 1,106	- %	6,900
Transfer from Excess Bond Proceeds		-	- %	-		\$ -	- %	-
Transfer From Interest & Sinking Surplus	-	-	- %	-	-	-	- %	-
Total Revenue and Transfers In	\$ 72,484	\$ 81,846	72%	\$ 112,943	\$ 100,043	\$ 112,624	73%	\$ 154,452
Expenditures								
628 · Bank Fees Expense		\$ -		\$ 525	\$ -	\$ -		\$ 5,850
660 · Bond Interest Expense	\$ 4,539	13,617	25%	54,463	\$ 4,693	\$ 14,079	25%	56,312
802 · Bond Cost Amortization		-	- %			\$ -	- %	-
803 · Bond Premium Amortization		-	- %		(757)	\$ (2,272)	- %	-
Transfer To Bond Principal		-	- %	95,000		\$ -	0%	90,000
Transfer to Early Redemption Sinking Fund			- %	-			- %	-
Total Expenditures and Transfers Out	\$ 4,539	\$ 13,617	9%	\$ 149,988	\$ 3,936	\$ 11,807	8%	\$ 152,162
Surplus (Deficit)	\$ 67,945	\$ 68,229	-184%	\$ (37,045)	\$ 96,108	\$ 100,817	4403%	\$ 2,290

City of McLendon Chisholm
Public Safety Fund Financial Summary
For the three months ended December 31, 2021

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	Dec 2021 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2021-2022 Adopted Budget	Dec 2020 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget
Revenue								
Interest Income								
30600 · Alliance Interest Income	\$ 34	\$ 109	%		\$ -	\$ -	%	\$ -
313 · Donations	0	1,000	%			0	%	0
316 · County Contract		77,500	100%	77,500		0	0%	77,500
319 · Grants		0	%		10,692	34,360	29%	117,600
Transfer from General Fund	76,856	200,293	25%	790,311	39,971	184,787	32%	581,318
Total Revenue	\$ 76,890	\$ 278,902	32%	\$ 867,811	\$ 50,663	\$ 219,147	28%	\$ 776,418
Expenditures								
Public Safety								
43001 · Liability Insurance		\$ 9,946	112%	\$ 8,900	0	\$ 7,749	97%	\$ 7,962
43002 · Fuel	837	4,307	34%	12,600	902	2,605	26%	10,000
43003 · Maintenance & Repair - Vehicles	17,108	18,415	53%	35,000	1,626	6,574	19%	35,000
43004 · Maintenance & Repair - Station	1,281	2,601	17%	15,000	281	2,063	17%	12,000
43005 · Gear and Supplies	2,661	13,707	68%	20,100	1,160	6,516	28%	23,000
43006 · Compliance		1,797	30%	6,000	0	1,998	33%	6,000
43007 · Communications		0	0%	17,249	0	0	0%	17,249
43008 · Dispatch	301	10,301	103%	10,000	0	10,000	100%	10,000
43009 · Training		753	8%	10,000	299	682	7%	10,000
43010 · Software		0	0%	115	0	0	0%	115
43030 · EMS		2,028	37%	5,454	0	1,795	33%	5,454
Total Public Safety	\$22,188	\$63,857	45%	\$140,418	4,267	\$39,981	29%	\$136,780
Occupancy Expenditures								
502 · Electricity	\$ 953	\$ 1,800	23%	\$ 8,000	208	\$ 953	27%	\$ 3,500
506 · Water	412	1,649	137%	1,200	49	120	24%	500
516 · Lawn Maintenance			0%	0	0	60	0%	0
520 · Telephone & Internet	353	1,198	48%	2,500	200	589	24%	2,500
Total 500 · Occupancy Expenditures	\$ 1,717	\$ 4,647	40%	\$ 11,700	457	\$ 1,722	26%	\$ 6,500
General & Administrative Exp								
60601 · Staff Salaries	\$ 38,747	\$ 131,677	27%	\$ 484,797	34,239	\$ 128,123	27%	\$ 471,678
60602 · Hourly PTO 0 - 36 months		839	%		409	1,228	0%	0
60604 · Holiday Pay	1,134	4,079	%		982	982	0%	0
60609 · Payroll Tax Expense	3,099	10,377	28%	37,087	818	2,046	6%	35,515
60612 · Retirement Plan Contributions	2,355	8,016	27%	29,945	2,692	9,775	44%	22,045

City of McLendon Chisholm
Public Safety Fund Financial Summary
For the three months ended December 31, 2021

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	Dec 2021 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2021-2022 Adopted Budget	Dec 2020 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget
60613 · Health Insurance Expense	5,509	15,932	20%	77,729	414	1,499	2%	75,513
60614 · Dental Insurance Expense	411	1,233	%		4,827	14,198	0%	0
60615 · Vision Insurance	48	132	%		352	1,057	0%	0
60616 · Disability Insurance		2,198	69%	3,193	41	123	0%	0
60618 · Salary PTO 37-84 months	1,396	1,745	%		0	1,320	0%	0
60621 · Unemployment Benefits		0	%			22	0%	0
61802 · Property Insurance		11,484	-	0				
61803 · Workmen's Comp Ins		19,801	66%	29,842	0	13,620	57%	23,835
619 · Software Subscriptions		2,358	103%	2,300	0	2,289	155%	1,476
60826 · Interest Expense		0	%		1,125	1,125	49%	2,276
652 · Staff Appreciation	285	285	36%	800	39	39	5%	800
699 · Miscellaneous Expenses		241	%			0	0%	0
Total 600 · General & Administrative Exp	\$ 52,984	\$ 210,398	32%	\$ 665,693	45,939	\$ 177,444	28%	\$ 633,138
700 · Capital Expenditures		0		50,000				
Total Expenditures	\$ 76,890	\$ 278,902		\$ 867,811	50,663	\$ 219,147		\$ 776,418
Surplus/(Deficit)	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -

City of McLendon Chisholm
Capital Projects Fund Financial Summary
For the three months ended December 31, 2021

	Current Period Revenue & Expenditures				Prior Period Revenue & Expenditures			
	Dec 2021 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2021-2022 Adopted Budget	Dec 2020 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget
Revenue								
315 · Miscellaneous Income		\$ -		\$ -		\$ -		\$ -
Total Revenue		-				\$ -		
						\$ -		
700 · Capital Expenditures - Public Safety	\$ 300,159	712,873	- %	\$ -	\$ 61,525	\$ 311,270	8%	\$ 4,054,935
700 · Capital Expenditures - Utility Fund		-	- %	-	-	\$ 2,350	1%	420,243
Total Expenditures	\$ 300,159	\$ 712,873	- %	\$ -	\$ 61,525	\$ 313,620	7%	\$ 4,475,178
Surplus/(Deficit)	\$ (300,159)	\$ (712,873)	- %	\$ -	\$ (61,525)	\$ (313,620)	7%	\$ (4,475,178)

City of McLendon Chisholm
 ARPA Special Fund Financial Summary
 For the three months ended December 31, 2021

	Current Period Revenue & Expenditures				Prior Period Revenue & Expenditures			
	Dec 2021 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2021-2022 Budget	Dec 2020 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2020-2021 Budget
Revenue								
319.1 - ARPA Grant Revenue	\$ -	\$ -		-	\$ -	\$ -		-
Total Revenue		-		-		-		0
Total ARPA Fund Revenue	\$ -	\$ -		-	\$ -	\$ -		-
Surplus/(Deficit)	\$ -	\$ -		-				

City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of December, 2021

	Capital Projects Fund	General Fund	Interest and Sinking Fund	Public Safety	Utilities Fund
Revenue					
302 · Franchise Income					
30213-1 · Community Waste Disposal	0.00	9,269.68	0.00	0.00	0.00
30220 · Oncor Electric Delivery	0.00	11,600.83	0.00	0.00	0.00
Total 302 · Franchise Income	0.00	20,870.51	0.00	0.00	0.00
304 · Building Permit Income					
30401 · Contractor Registration Fee Inc	0.00	600.00	0.00	0.00	0.00
30404 · Inspection Income	0.00	10,975.00	0.00	0.00	0.00
30405 · Building Permit & Plan Review	0.00	65,852.98	0.00	0.00	0.00
30408 · Swimming Pool Permits	0.00	200.00	0.00	0.00	0.00
Total 304 · Building Permit Income	0.00	77,627.98	0.00	0.00	0.00
305 · Municipal Court Income	0.00	1,000.00	0.00	0.00	0.00
306 · Interest Income					
30600 · Alliance Interest Income	0.00	59.37	0.00	34.51	6.97
30602 · Logic Interest Income	0.00	113.26	1.98	0.00	26.93
30603 · Tex Pool Interest Income	0.00	0.59	0.00	0.00	0.00
Total 306 · Interest Income	0.00	173.22	1.98	34.51	33.90
308 · Septic Fees					
30801 · OSSF Fee Income	0.00	1,000.00	0.00	0.00	0.00
Total 308 · Septic Fees	0.00	1,000.00	0.00	0.00	0.00
310 · Sales Tax Revenue	0.00	104,779.90	0.00	0.00	0.00
313 · Donations					
313.2 · Veterans Memorial Fundraising C	0.00	30.00	0.00	0.00	0.00
Total 313 · Donations	0.00	30.00	0.00	0.00	0.00
317 · Ad Valorem Tax					
31701 · Ad Valorem Tax - M&O	0.00	588,827.32	0.00	0.00	0.00
31702 · Ad Valorem Tax - City Hall	0.00	0.00	73,259.57	0.00	0.00
31703 · Ad Valorem Refunds - M&O	0.00	-8,999.83	0.00	0.00	0.00
31705 · Ad Valorem Tax - Prior Years	0.00	1,033.97	331.73	0.00	0.00
31706 · Ad Valorem Tax - Penalty	0.00	29.24	7.83	0.00	0.00
31708 · Ad Valorem Refunds - City Hall	0.00	0.00	-1,124.18	0.00	0.00
31709 · Ad Valorem Tax - Interest	0.00	26.79	7.17	0.00	0.00

City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of December, 2021

	Capital Projects Fund	General Fund	Interest and Sinking Fund	Public Safety	Utilities Fund
31710 · Ad Valorem Tax - Misc Adj	0.00	0.52	0.00	0.00	0.00
37112 · Ad Valorem Business Property	0.00	13.32	0.00	0.00	0.00
Total 317 · Ad Valorem Tax	0.00	580,931.33	72,482.12	0.00	0.00
321 · Credit Card Fee Revenue	0.00	125.90	0.00	0.00	0.00
322 · Sewer Utility Revenue					
32200 · Sewer Usage Fees	0.00	0.00	0.00	0.00	54,590.58
32201 · Sewer Tap Fees	0.00	0.00	0.00	0.00	36,000.00
32204 · Sewer Deposit Refunds	0.00	0.00	0.00	0.00	-454.31
Total 322 · Sewer Utility Revenue	0.00	0.00	0.00	0.00	90,136.27
Total Income	0.00	786,538.84	72,484.10	34.51	90,170.17
Gross Profit	0.00	786,538.84	72,484.10	34.51	90,170.17
Expense					
400 · Operating Expenditures					
410 · Building Inspections					
41003 · Building Inspections	0.00	17,325.00	0.00	0.00	0.00
Total 410 · Building Inspections	0.00	17,325.00	0.00	0.00	0.00
411 · Environment Regulation Expense					
41101 · Septic Inspection Fee	0.00	800.00	0.00	0.00	0.00
41102 · TCEQ	0.00	30.00	0.00	0.00	0.00
Total 411 · Environment Regulation Expense	0.00	830.00	0.00	0.00	0.00
412 · Code Enforcement Administration					
41202 · CE Salary	0.00	2,592.00	0.00	0.00	0.00
Total 412 · Code Enforcement Administration	0.00	2,592.00	0.00	0.00	0.00
414 · Animal Control	0.00	1,590.42	0.00	0.00	0.00
422 · Public Notice Expense	0.00	453.50	0.00	0.00	0.00
423 · Community Functions					
42302 · Christmas Tree Lighting	0.00	414.61	0.00	0.00	0.00
Total 423 · Community Functions	0.00	414.61	0.00	0.00	0.00
426 · Appraisal District Collection	0.00	3,185.53	0.00	0.00	0.00
429 · Street Lights	0.00	232.96	0.00	0.00	0.00
Total 400 · Operating Expenditures	0.00	26,624.02	0.00	0.00	0.00
413 · Sewer Operation & Maintenance					
41304 · O&M Agreement	0.00	0.00	0.00	0.00	4,061.25

City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of December, 2021

	Capital Projects Fund	General Fund	Interest and Sinking Fund	Public Safety	Utilities Fund
41305 · Nonstandard O&M Expense	0.00	0.00	0.00	0.00	435.76
41308 · Electricity	0.00	0.00	0.00	0.00	9.17
41310 · Sewer Treatment	0.00	0.00	0.00	0.00	25,000.00
41312 · Tap Fee Developer Rebate	0.00	0.00	0.00	0.00	21,600.00
Total 413 · Sewer Operation & Maintenance	0.00	0.00	0.00	0.00	51,106.18
430 · Public Safety					
43002 · Fuel	0.00	0.00	0.00	837.23	0.00
43003 · Maintenance & Repair - Vehicles	0.00	0.00	0.00	17,108.37	0.00
43004 · Maintenance & Repair - Station	0.00	0.00	0.00	1,280.64	0.00
43005 · Gear and Supplies	0.00	0.00	0.00	2,661.39	0.00
43009 · Training	0.00	0.00	0.00	300.84	0.00
Total 430 · Public Safety	0.00	0.00	0.00	22,188.47	0.00
500 · Occupancy Expenditures					
502 · Electricity	0.00	386.93	0.00	952.63	0.00
506 · Water	0.00	316.55	0.00	411.71	0.00
514 · Building Maint/Improvements	0.00	1,588.00	0.00	0.00	0.00
516 · Lawn Maintenance	0.00	684.94	0.00	0.00	0.00
520 · Telephone & Internet	0.00	815.66	0.00	353.11	0.00
Total 500 · Occupancy Expenditures	0.00	3,792.08	0.00	1,717.45	0.00
600 · General & Administrative Exp					
606 · Employee Costs					
60601 · Staff Salaries	0.00	15,411.36	0.00	38,746.81	0.00
60604 · Holiday Pay	0.00	746.80	0.00	1,134.27	0.00
60609 · Payroll Tax Expense	0.00	1,435.26	0.00	3,098.93	0.00
60610 · Payroll Processing Fees	0.00	84.86	0.00	0.00	0.00
60612 · Retirement Plan Contributions	0.00	1,334.40	0.00	2,355.29	0.00
60613 · Health Insurance Expense	0.00	1,561.12	0.00	5,508.94	0.00
60614 · Dental Insurance Expense	0.00	58.71	0.00	410.97	0.00
60615 · Vision Insurance	0.00	21.56	0.00	47.88	0.00
60618 · Salary PTO 0 - 36 months					
60618.1 · Salary PTO 37 - 84 months	0.00	0.00	0.00	1,396.38	0.00
60618 · Salary PTO 0 - 36 months - Other	0.00	18.00	0.00	0.00	0.00
Total 60618 · Salary PTO 0 - 36 months	0.00	18.00	0.00	1,396.38	0.00

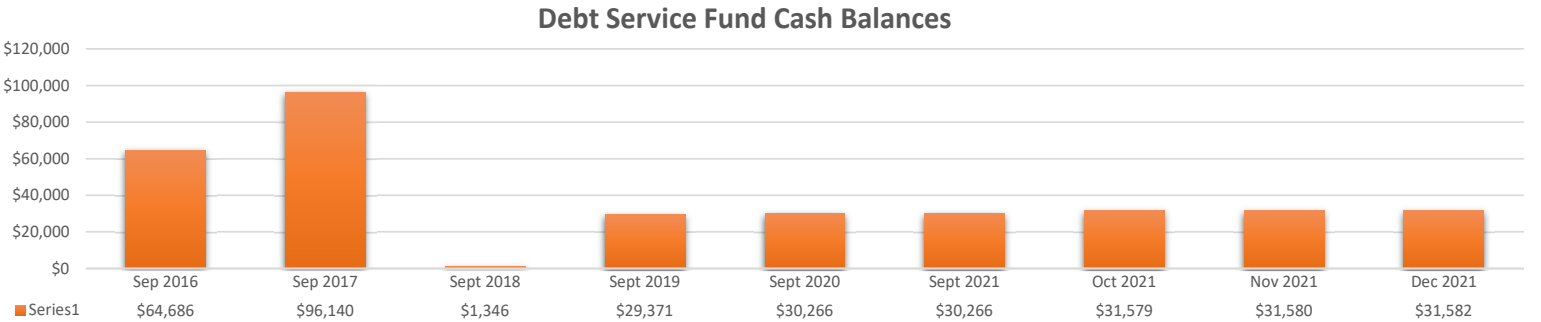
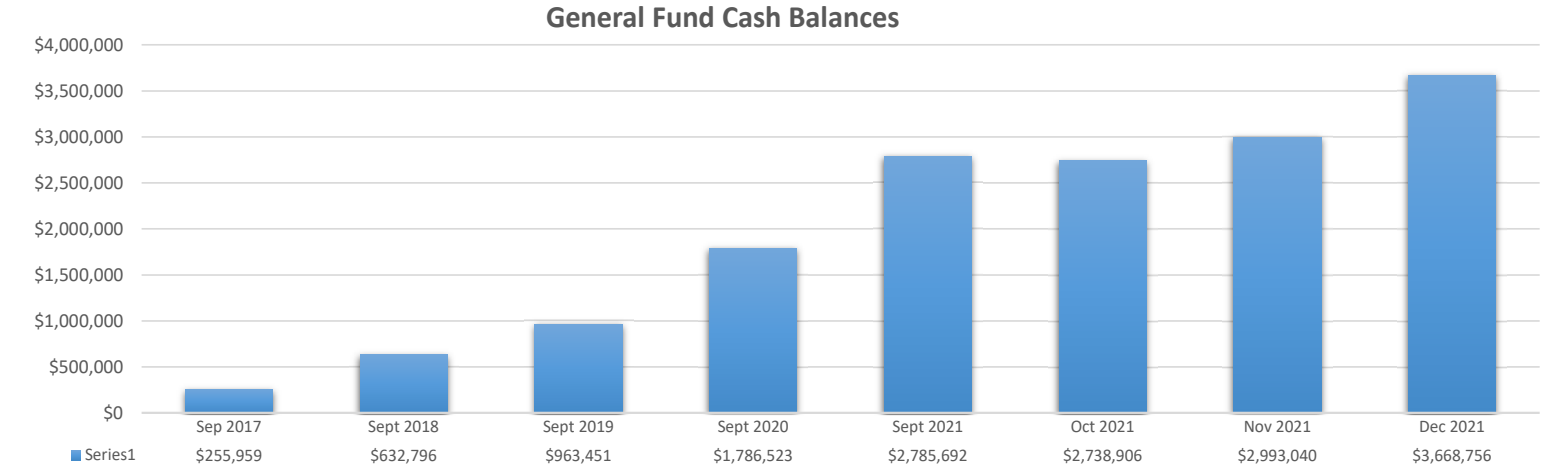
City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of December, 2021

	Capital Projects Fund	General Fund	Interest and Sinking Fund	Public Safety	Utilities Fund
Total 606 · Employee Costs	0.00	20,672.07	0.00	52,699.47	0.00
619 · Software Subscriptions	0.00	732.56	0.00	0.00	0.00
621 · IT Support	0.00	900.00	0.00	0.00	0.00
622 · Office Supplies - City Hall	0.00	261.10	0.00	0.00	0.00
623 · Office Equipment	0.00	456.94	0.00	0.00	0.00
625 · Printed Materials	0.00	297.80	0.00	0.00	0.00
626 · Postage-City Hall	0.00	5.06	0.00	0.00	0.00
628 · Bank Fees					
62801 · Service Charges	0.00	172.35	0.00	0.00	0.00
Total 628 · Bank Fees	0.00	172.35	0.00	0.00	0.00
630 · Legal & Professional					
63001 · Accounting & Payroll Services	0.00	5,000.00	0.00	0.00	1,274.00
63003 · Legal	0.00	2,596.00	0.00	0.00	0.00
63005 · City Planner	0.00	3,000.00	0.00	0.00	0.00
63008 · Financial Consulting	0.00	1,793.75	0.00	0.00	0.00
Total 630 · Legal & Professional	0.00	12,389.75	0.00	0.00	1,274.00
647 · Council Meetings & Development	0.00	650.00	0.00	0.00	0.00
648 · Training	0.00	129.00	0.00	0.00	0.00
652 · Staff Appreciation	0.00	0.00	0.00	285.30	0.00
660 · Bond Interest Expense	0.00	0.00	4,539.00	0.00	0.00
Total 600 · General & Administrative Exp	0.00	36,666.63	4,539.00	52,984.77	1,274.00
700 · Capital Expenditures					
70001 · Road Repairs	0.00	500.00	0.00	0.00	0.00
70006 · New Fire Station	300,158.56	0.00	0.00	0.00	0.00
Total 700 · Capital Expenditures	300,158.56	500.00	0.00	0.00	0.00
Total Expense	300,158.56	67,582.73	4,539.00	76,890.69	52,380.18
Net Ordinary Income	-300,158.56	718,956.11	67,945.10	-76,856.18	37,789.99
Net Surplus/(Deficit)	-300,158.56	718,956.11	67,945.10	-76,856.18	37,789.99

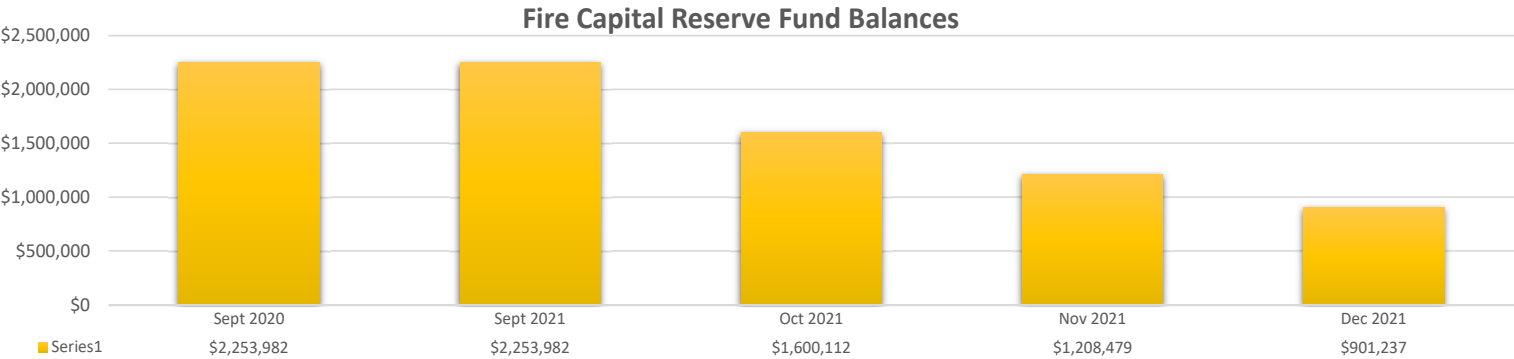
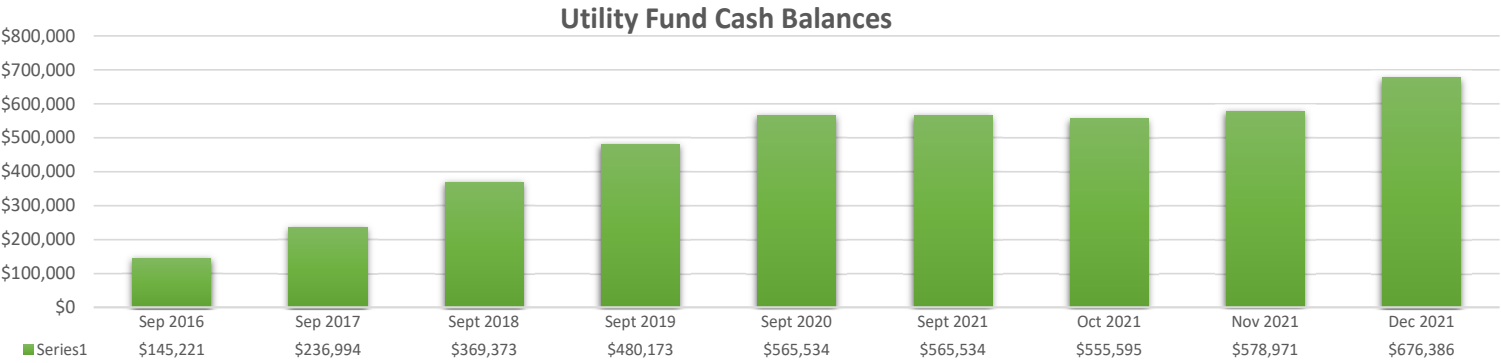
City of McLendon Chisholm
Cash Account Balances

Fund	Account	Sept 30,21	Oct 31,21	Nov 30,21	Dec 31,20
I&S	130 · 9003 Logic I&S Fund	30,266	31,579	31,580	31,582
I&S Total		30,266	31,579	31,580	31,582
General	100 · 3738 - Alliance Operating	1,645,699	1,215,351	1,469,436	2,145,057
General	103 · Texpool 300001	19,143	19,144	19,145	19,145
General	125 · Logic - 9001 General Fund Reserves	301,869	301,878	301,888	301,907
General	127 · 9004 Logic Operating	818,981	1,202,533	1,202,571	1,202,647
General Total		2,785,692	2,738,906	2,993,040	3,668,756
Utility	106 · 5071 - Alliance Utility Fund	135,102	125,151	148,513	245,901
Utility	126 · Logic - 9002 Utility Fund	430,432	430,445	430,458	430,485
Utility Total		565,534	555,595	578,971	676,386
Fire Capital Reserve	102 · 634 Alliance Construction	1,680,627	1,411,578	1,019,939	712,686
Fire Capital Reserve	128 · 9005 Logic Fire Dept Reserve	573,355	188,533	188,540	188,551
Reserves Total		2,253,982	1,600,112	1,208,479	901,237
Total		5,635,474	4,926,192	4,812,070	5,277,961

**City of McLendon Chisholm
Cash Balance Report
As of December 31, 2021**



**City of McLendon Chisholm
Cash Balance Report
As of December 31, 2021**



Alarm Date between 2021-12-01 and 2021-12-31

Total Calls by District

District	2021-12-01	Total
City Limit District	18	18
County District	9	9
County Mutual Aid	1	1
Total	28	28

Incident Date between 2021-12-01 and 2021-12-31

Incident Date	Incident Number	NFIRS Number	Incident Type Code	Incident Type	District	Status
12/2/2021	2021-00473	0000454	631	Authorized controlled burning	City Limit District	1
12/2/2021	2021-00474	0000455	324	Motor vehicle accident with no injuries.	City Limit District	1
12/3/2021	2021-00475	0000456	321	EMS call, excluding vehicle accident with injury	City Limit District	1
12/3/2021	2021-00476	0000457	445	Arcing, shorted electrical equipment	City Limit District	1
12/4/2021	2021-00477	0000459	324	Motor vehicle accident with no injuries.	County District	1
12/4/2021	2021-00478	0000458	321	EMS call, excluding vehicle accident with injury	County District	1
12/6/2021	2021-00479	0000460	321	EMS call, excluding vehicle accident with injury	City Limit District	1
12/7/2021	2021-00481	0000465	153	Construction or demolition landfill fire	County District	1
12/7/2021	2021-00482	0000462	412	Gas leak (natural gas or LPG)	County District	1
12/7/2021	2021-00483	0000463	153	Construction or demolition landfill fire	County District	1
12/7/2021	2021-00484	0000464	311	Medical assist, assist EMS crew	City Limit District	1
12/9/2021	2021-00485	0000466	745	Alarm system activation, no fire - unintentional	City Limit District	1
12/12/2021	2021-00486	0000467	321	EMS call, excluding vehicle accident with injury	City Limit District	1
12/14/2021	2021-00487	0000468	321	EMS call, excluding vehicle accident with injury	City Limit District	1
12/15/2021	2021-00488	0000469	321	EMS call, excluding vehicle accident with injury	City Limit District	1
12/15/2021	2021-00489	0000470	460	Accident, potential accident, other	City Limit District	1
12/17/2021	2021-00490	0000471	321	EMS call, excluding vehicle accident with injury	County District	1
12/18/2021	2021-00491	0000472	321	EMS call, excluding vehicle accident with injury	City Limit District	1
12/19/2021	2021-00492	0000473	321	EMS call, excluding vehicle accident with injury	City Limit District	1
12/22/2021	2021-00493	0000474	311	Medical assist, assist EMS crew	County District	1
12/22/2021	2021-00494	0000475	324	Motor vehicle accident with no injuries.	City Limit District	1
12/23/2021	2021-00495	0000476	321	EMS call, excluding vehicle accident with injury	County District	1

12/24/2021	2021-00496	0000477	321	EMS call, excluding vehicle accident with injury	City Limit District	1
12/24/2021	2021-00497	0000478	321	EMS call, excluding vehicle accident with injury	County District	1
12/30/2021	2021-00498	0000479	324	Motor vehicle accident with no injuries.	City Limit District	1
12/30/2021	2021-00500	0000481	631	Authorized controlled burning	City Limit District	1
12/31/2021	2021-00501	0000001	631	Authorized controlled burning	County District	1
12/30/2021	2021-0499	0000480	143	Grass fire	County Mutual Aid	1
12/6/2021	211206-111038-MCCHTX	0000461	321	EMS call, excluding vehicle accident with injury	City Limit District	1

North East Texas Inspections

638 Chisholm Ranch Dr. Rockwall, Texas 75032, 972-998-3415

There were 15 new single family residential home permits issued in December, 2021. The attached addendum reflects the home address, valuation, square footage and name of the Builder.

There were 15 new accessory projects permitted including single trades, swimming pools, outdoor living, shop buildings and other accessory endeavors that are also attached.

Permits to date 2021: 98

Thank you for choosing North East Texas Inspections for your Building Services provider.

December 2021

December 2021 New SFR	Valuation	Square ft.	Fee	Builder
1718 Godello	\$520,087.00	3776	\$ 1,025.00	highland
1840 moscatel	\$ 531,854.00	3436	\$ 875.00	highland
395 E FM 550	\$ 350,000.00	4996	\$ 1,025.00	Torres
1987 frediano	\$ 523,625.00	3454	\$ 875.00	highland
1868 moscatel ln.	\$ 541,039.00	3220	\$ 875.00	highland
1807 navarre way	\$ 534,248.00	3450	\$ 875.00	highland
1808 navarre way	\$ 676,997.00	4513	\$ 1,025.00	highland
1726 veneto dr.	\$ 482,458.00	2677	\$ 875.00	highland
1714 veneto	\$ 528,994.00	3872	\$ 1,025.00	bloomfield
1852 moscatel ln.	\$ 385,550.00	2532	\$ 875.00	bloomfield
1712 salvatore	\$ 619,900.00	4123	\$ 1,025.00	perry hms.
1736 salvatore	\$ 660,900.00	4600	\$ 1,025.00	perry hms.
1856 moscatel	\$ 471,990.00	3679	\$ 1,025.00	bloomfield
1623 vista crt	\$ 860,440.00	7543	\$ 1,025.00	patel
1823 moscatel	\$ 398,000.00	3400	\$ 875.00	highland

Accessory permits December 2021	Project	Valuation	Fee
1630 firenza	solar	\$ 1,500.00	\$150.00
1778 amalfi	patio	\$30,477.00	\$150.00
1624 Firenza	solar	\$1,500.00	\$150.00
10 Greenhollow	solar	\$102,684.00	\$150.00
1324 arezzo	solar	\$67,064.00	\$150.00
1315 Arezzo Ln	pool	\$65,000.00	\$375.00
1057 Kingsbridge	HVAC	\$52,684.00	\$75.00
1831 S. State Hwy 205	water heater	\$1,300.00	\$75.00
1478 siena ln.	pool	\$85,710.00	\$375.00
611 meadow	electrical upgrade	\$2,000.00	\$150.00
1827 bertino way	solar	\$1,500.00	\$150.00
1318 prato ave	pool	\$85,000.00	\$375.00
1150 S. State Hwy 205	steel building	\$40,000.00	\$225.00
1607 Amalfi Ct	pool	\$65,000.00	\$375.00

December 2021 Onsite inspections actual

1719 veneto	plmbg rough
1700 salvatore	tpole
1716 salvatore	tpole
1729 puglia	electric meter
1631 salvatore	electric meter
1730 puglia	elect.meter
1726 puglia	elect.meter
1906 galenda	frame mep
1911 sicilia	frame mep
1124 via toscana	frame mep
90 windsor	deck/bond
1512 firenza	deck/bond
1719 veneto	plmbg rough
1729 salvatore	flatwork
1130 via toscana	frame mep
1646 salvatore	gas meter
1810 abruzzo	gas meter
1169 lucca	solar
305 pheasant hill	rebar
1911 sicilia	frame mep
1124 via toscana	frame mep
1136 via toscana	final co
1906 galenda	frame mep
1726 amarone	elect.meter
1842 abruzzo	gas meter
1726 amarone	gas meter
1192 livorno	elect. Rough
1472 corrara	pool electric.
1604 vista crt.	final co
103 paddock	foundation
1119 cambridge	final co
108 rose marie	pool deck/bond
1122 oxford	final co
1726 puglia	flatwork
1730 puglia	electric. Meter
1431 corrara	pool final
1729 puglia	gas meter
1517 vista crt.	plmbg rough
1517 vista crt.	t-pole
108 rose marie	pool deck bond
913 yorkhouse	pool belly steel
1704 salvatore	tpole
1708 salvatore	tpole
1472 corrara	pool deck bond
1778 amalfi	patio foundation
1923 galenda	gas meter

1923 galenda	electric meter
1842 galenda	gas meter
1810 abruzzo	gas meter
1730 puglia	gas meter
1730 puglia	electric meter
1827 navarre	tpole
1823 navarre	tpole
1702 corvina	tpole
1733 salvatore	tpole
1737 salvatore	tpole
1952 frediano	tpole
1956 frediano	tpole
1963 frediano	tpole
1987 frediano	tpole
1995 frediano	tpole
1999 frediano	tpole
1840 moscatel	tpole
1810 moscatel	tpole
1718 veneto	tpole
1703 veneto	tpole
1959 frediano	tpole
1124 via toscana	frame mep
1726 amarone	electric meter
1726 amarone	gas meter
1718 amarone	gas meter
1507 pisa	final co
108 rose marie	pool final
1754 amarone	gas meter
1754 amarone	elect.meter
1730 puglia	flatwork
1124 via toscana	frame mep
1810 abruzzo	gas meter
1911 sicilia	frame mep
1613 firenza	pool electric.
1628 vista crt	gas meter
1923 galenda	electric meter
1842 abruzzo	elect.meter
1513 pisa	frame mep
1613 firenza	pool gas
1199 livorno	pool final
1057 kingsbridge	hvac
1114 newkirk	patio foundation
449 fireside	flatwork
1923 galenda	gas meter
1923 galenda	electric meter
1539 via toscana	pool deck/bond
1539 via toscana	patio cover frame/elect.

1810 abruzzo	gas meter
1842 abruzzo	electric meter
10 green hollow	fence
1923 galenda	gas meter
1923 galenda	electric meter
1718 amarone	frame mep
1730 puglia	gas meter
401 wagon crt.	frame mep
611 glenacres	electric meter
1613 firenza	deck bond
1512 firenza	pool final
1842 abruzzo	gas meter
1911 sicilia	gas meter
1930 puglia	frame mep
1717 puglia	frame mep
1721 puglia	frame mep
611 meadow	electric meter
539 smith rd.	electric meter
611 meadow	electric meter
1717 puglia	frame mep
1721 puglia	frame mep
1700 salvatore	plmbg rough
1704 salvatore	plmbg rough
1708 salvatore	plmbg rough
1716 salvatore	plmbg rough
1723 veneto	plmbg rough
1723 veneto	tpole
1811 moscatel	plmbg rough
1815 moscatel	plmbg rough
1639 salvatore	final co
1710 amarone	final co
1718 amarone	gas meter
1519 pisa	flatwork
1431 carrera	pool final
1407 artesia	power generator
809 abington way	plmbg rough
1021 kingsbridge	frame mep
24 fireside	electric final

Location	Notes	Code
Dec 30, 2021 12:30 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to judy at city hall	Animal Control
Dec 13, 2021 11:42 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly at city hall	Animal Control
Dec 13, 2021 11:26 AM 817 abington way	owner of supposed bite animal owner showed us a video where there was no contact made between the vic and the dog in question. from the video it appears the vic was bitten by his own dog	Animal Control
Dec 11, 2021 10:43 AM 813 abington way	BITE REPORT FOLLOW UP vic stated he was bitten through the fence by a neighbor's dog> no contact with vic.	Animal Control
Dec 3, 2021 3:42 PM 2447 ridgelake lane	Removed a trapped skunk at this location.	Animal Control
Dec 2, 2021 1:49 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly t city hall	Animal Control
Dec 1, 2021 2:29 PM 938 pullen	report of a stray dog in the area, we were unable to locate upon arrival to the area	Animal Control

ROCKWALL COUNTY SHERIFF
972 TL TOWNSEND ROCKWALL , TX 75087

CC.District = '41' AND CC.IncDate Between '01/01/2021' And '12/31/2021' AND

IsNull(CC.Jurisdiction, 'Default') = 'Default'

CFS History Search
Public Report

CFS #	Create When	Location	CallType Disposition
2021-036416	12/31/2021 9:44:33 PM		FIRE GRASS ASSIGNMENT COMPLETE
2021-036405	12/31/2021 7:44:31 PM		TRAFFIC HAZARD ASSIGNMENT COMPI
2021-036394	12/31/2021 4:41:08 PM		FRAUD ASSIGNMENT COMPLETE
2021-036368	12/31/2021 1:34:19 PM		ALARM FALSE ALARM
2021-036342	12/31/2021 11:12:48 AM		TRAFFIC HAZARD ASSIGNMENT COMPI
2021-036253	12/30/2021 5:15:13 PM		FIRE STRUCTURE ASSIGNMENT COMP
2021-036133	12/29/2021 6:59:02 PM		DISTURBANCE NOISE UTL
2021-036113	12/29/2021 3:07:04 PM		ALARM FALSE ALARM
2021-035865	12/27/2021 2:36:18 PM		FRAUD ASSIGNMENT COMPLETE
2021-035777	12/26/2021 10:11:37 PM		DISTURBANCE NOISE UTL
2021-035759	12/26/2021 1:35:48 PM		ALARM FALSE ALARM
2021-035674	12/25/2021 7:50:58 AM		OPEN DOOR ASSIGNMENT COMPLETE
2021-035654	12/24/2021 7:23:35 PM		RECKLESS DRIVER ASSIGNMENT COM
2021-035628	12/24/2021 1:13:10 PM		ALARM FALSE ALARM
2021-035603	12/24/2021 3:47:43 AM		MEDICAL CALL ASSIGNMENT COMPLET
2021-035566	12/23/2021 4:56:05 PM		THEFT RSO REPORT TAKEN
2021-035557	12/23/2021 2:55:25 PM		MEDICAL CALL ASSIGNMENT COMPLET
2021-035436	12/22/2021 3:35:06 PM		ACCIDENT MAJOR ACCIDENT REPORT
2021-035430	12/22/2021 2:38:53 PM		DISTURBANCE NOISE ASSIGNMENT CC
2021-035414	12/22/2021 12:00:00 PM		RECKLESS DRIVER UTL
2021-035411	12/22/2021 11:47:07 AM		RECKLESS DRIVER ASSIGNMENT COM
2021-035400	12/22/2021 10:27:52 AM		MEET COMPLAINANT ASSIGNMENT CO
CAD Report 71			

CFS #	Create When		CallType Disposition
2021-035320	12/21/2021 3:48:19 PM		ALARM FALSE ALARM
2021-035288	12/21/2021 9:49:16 AM		ANIMAL COMPLAINT UTL
2021-035271	12/21/2021 1:02:47 AM		ALARM FALSE ALARM
2021-035231	12/20/2021 2:14:37 PM		ALARM FALSE ALARM
2021-035224	12/20/2021 12:51:19 PM		PERSON W/ GUN UTL
2021-035145	12/19/2021 6:50:09 PM		ALARM FALSE ALARM
2021-035139	12/19/2021 3:44:33 PM		ALARM FALSE ALARM
2021-034971	12/18/2021 12:26:48 AM		ASSIST ARREST - RCPD/DPS
2021-034968	12/17/2021 11:34:11 PM		ACCIDENT MINOR ROYSE CITY REPOR
2021-034966	12/17/2021 10:52:25 PM		ASSIST ASSIGNMENT COMPLETE
2021-034962	12/17/2021 10:18:19 PM		RECKLESS DRIVER UTL
2021-034838	12/16/2021 6:37:40 PM		MEET COMPLAINANT RSO REPORT TAI
2021-034749	12/15/2021 8:07:38 PM		ACCIDENT MINOR UTL
2021-034705	12/15/2021 1:03:09 PM		MEET COMPLAINANT ASSIGNMENT CO
2021-034703	12/15/2021 12:28:18 PM		MEDICAL CALL ASSIGNMENT COMPLET
2021-034666	12/14/2021 9:26:40 PM		ALARM ASSIGNMENT COMPLETE
2021-034654	12/14/2021 5:36:03 PM		MEDICAL CALL ASSIGNMENT COMPLET
2021-034613	12/14/2021 9:20:49 AM		MEET COMPLAINANT ASSIGNMENT CO
2021-034594	12/13/2021 11:37:50 PM		SUSPICIOUS PERSON/VEHICLE ASSIGN
2021-034589	12/13/2021 9:13:27 PM		DISTURBANCE ASSIGNMENT COMPLET
2021-034464	12/12/2021 7:47:54 AM		ALARM FALSE ALARM
2021-034444	12/11/2021 11:12:34 PM		SUICIDE ATTEMPT/THREAT ASSIGNMEI
2021-034320	12/10/2021 7:06:42 PM		ALARM ASSIGNMENT COMPLETE
2021-034233	12/9/2021 11:40:56 PM		DISTURBANCE NOISE UTL
2021-034212	12/9/2021 6:48:59 PM		ALARM RESIDENTIAL FIRE ASSIGNMEN
2021-034194	12/9/2021 3:46:43 PM		ALARM FALSE ALARM
2021-034161	12/9/2021 6:53:11 AM		ALARM FALSE ALARM
CAD Report 71			

CFS #	Create When		CallType Disposition
2021-034031	12/7/2021 6:37:49 PM		MEDICAL CALL ASSIGNMENT COMPLETE
2021-033977	12/7/2021 6:52:30 AM		SUSPICIOUS ACTIVITY ASSIGNMENT COMPLETE
2021-033930	12/6/2021 7:00:47 PM		BURGLARY RESIDENCE NO REPORT
2021-033924	12/6/2021 5:19:28 PM		MEDICAL CALL ASSIGNMENT COMPLETE
2021-033835	12/5/2021 6:05:21 PM		ANIMAL VISCIOUS ASSIGNMENT COMPLETE
2021-033794	12/5/2021 12:11:32 AM		DISTURBANCE NOISE ASSIGNMENT COMPLETE
2021-033775	12/4/2021 8:52:05 PM		RECKLESS DRIVER UTL
2021-033770	12/4/2021 6:10:12 PM		ALARM FALSE ALARM
2021-033730	12/4/2021 9:14:37 AM		MEET COMPLAINANT ASSIGNMENT COMPLETE
2021-033728	12/4/2021 8:30:03 AM		PROPERTY DAMAGE RSO REPORT TAKEN
2021-033704	12/3/2021 7:28:08 PM		MOTORIST ASSIST UTL
2021-033695	12/3/2021 5:20:01 PM		MEDICAL CALL ASSIGNMENT COMPLETE
2021-033673	12/3/2021 11:59:39 AM		WELFARE CHECK ASSIGNMENT COMPLETE
2021-033604	12/2/2021 6:18:31 PM		SUSPICIOUS PERSON/VEHICLE UTL
2021-033551	12/2/2021 9:17:49 AM		SMOKE INVESTIGATION ASSIGNMENT COMPLETE
2021-033521	12/1/2021 11:52:20 PM		ALARM ASSIGNMENT COMPLETE
2021-033512	12/1/2021 10:08:21 PM		SUSPICIOUS PERSON/VEHICLE UTL
2021-033472	12/1/2021 9:41:00 AM		ABANDONED VEHICLE NO REPORT

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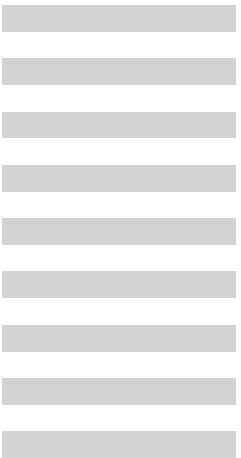
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EXHIBIT A

CITY OF MCLENDON-CHISHOLM, TEXAS

ORDER OF GENERAL ELECTION

An election is hereby ordered to be held on May 7, 2022 for the purpose of electing persons to the following named offices of the City of McLendon-Chisholm:

MAYOR (2 year Term)
CITY COUNCIL MEMBER PLACE 2 (2 year Term)
CITY COUNCIL MEMBER PLACE 4 (2 year Term)

Early voting by personal appearance shall be conducted each weekday at:

McLendon-Chisholm City Hall, 1371 West FM 550, McLendon-Chisholm, Texas on the following dates and times:

SUNDAY (Domingo)	MONDAY (Lunes)	TUESDAY (Martes)	WEDNESDAY (Miercoles)	THURSDAY (Jueves)	FRIDAY (Viernes)	SATURDAY (Sabado)
	APRIL 25 8am – 5 pm Early Voting	APRIL 26 8am – 5pm Early Voting	APRIL 27 8am – 5 pm Early Voting	APRIL 28 8am – 5pm Early Voting	APRIL 29 8am – 5pm Early Voting	APRIL 30 10am – 3pm Early Voting

SUNDAY (Domingo)	MONDAY (Lunes)	TUESDAY (Martes)	WEDNESDAY (Miercoles)	THURSDAY (Jueves)	FRIDAY (Viernes)	SATURDAY (Sabado)
	MAY 2 7am - 7pm Early Voting	MAY 3 7am - 7pm Early Voting				MAY 7 Election Day 7 am-7 pm

TUESDAY, MAY 3 IS THE LAST DAY OF EARLY VOTING

The Main Early Voting Location will be at the Rockwall County Library, 1215 E Yellowjacket Lane, Rockwall, Texas 75087.

The designated Election Day (May 7, 2022) polling location for McLendon-Chisholm voters shall be the McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, Texas 75032 from 7 a.m. to 7 p.m.

Application for a ballot by mail should be mailed to:

Mr. Christopher Lynch
Rockwall County Elections Administrator
915 Whitmore Drive, Suite D
Rockwall, Texas 75087
972/204-6200
clynch@rockwallcountytexas.com
rockwallcountytexas.com

EXHIBIT A

Applications for a ballot by mail must be received no later than the close of business on April 26, 2022.

Issued this 26th day of January, 2022.

Keith Short
Mayor

Lorna Kipphut
Mayor Pro Tem

Trudy Woessner
Council Member Place 3

Daniel Tucker
Council Member Place 5

Attest:

Rochelle Green
City Secretary

Norman Willis
Council Member Place 2

Brian Davis
Council Member Place 4

EXHIBIT A

CIUDAD DE MCLENDON-CHISHOLM, TEXAS

ORDEN REVISADO DE ELECCION GENERAL

Por la presente se ordena que se celebren elecciones el 7 de mayo de 2022 con el fin de elegir a las personas para los siguientes cargos de nombres del Cay de McLendon-Chisholm:

ALCALDE (periodo de 2 años)
Miembro del Concejo Municipal Lugar 2 (periodo de 2 años)
Miembro del Concejo Municipal Lugar 4 (periodo de 2 años)

La votación anticipada por comparecencia personal se realizará cada día laborable en:

McLendon-Chisholm City Hall, 1371 West FM 550, McLendon-Chisholm, Texas en las siguientes fechas y horarios:

Domingo	Lunes	Martes	Miercoles	Jueves	Viernes	Sabado
	APRIL 25 8am -5 pm Votación Temprana	APR 26 8am – 5pm Votación Temprana	APR 27 8am - 5pm Votación Temprana	APR 28 8am – 5pm Votación Temprana	APR 29 8am – 5pm Votación Temprana	APR 30 10 am – 3 pm Votación Temprana

Domingo	Lunes	Martes	Miercoles	Jueves	Viernes	Sabado
	MAY 2 7am - 7pm Votación Temprana	MAY 3 7am –7pm Votación Temprana				MAY 7 7am – 7pm Día de las elecciones

EL MARTES 3 DE MAYO ES EL ÚLTIMO DÍA DE VOTACIÓN ANTICIPADA

El lugar principal de votación anticipada estará en la Biblioteca del Condado de Rockwall, 1215 E Yellowjacket Lane, Rockwall, Texas 75087.

El lugar de votación designado del Día de las Elecciones (7 de mayo de 2022) para los votantes de McLendon-Chisholm será el Ayuntamiento de McLendon-Chisholm, 1371 W. FM 550, McLendon-Chisholm, Texas 75032 de 7 a.m. a 7 p.m.

La solicitud de una boleta por correo debe enviarse por correo a:

Sr. Christopher Lynch
Administrator de Elections
915 Whitmore Drive, Suite D
Rockwall, Texas 75087
972/204-6200
clynch@rockwallcountytexas.com
rockwallcountytexas.com

EXHIBIT A

Las solicitudes de boleta por correo deben recibirse a más tardar el cierre del negocio el 26 de abril de 2022.

Emitido este día 26 de enero de 2022.

Keith Short
Alcalde

Lorna Kipphut
Alcalde Interino

Trudy Woessner
Lugar del Concejal 3

Daniel Tucker
Lugar del Concejal 5

Norman Willis
Lugar del Concejal 2

Brian Davis
Lugar del Concejal 4

Atestiguar:

Rochelle Green
Secretario de la Ciudad

CITY OF MCLENDON-CHISHOLM, TEXAS
RESOLUTION NO. 2022-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS APPROVING THE ORDER OF A GENERAL ELECTION FOR THE PURPOSE OF ELECTING PERSONS TO THE OFFICES OF MAYOR, CITY COUNCIL MEMBER PLACE 2 AND CITY COUNCIL MEMBER PLACE 4, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of McLendon-Chisholm, Texas (“City”) is a Type A general-law municipality of the State of Texas; and

WHEREAS, the Texas Local Government Code provides a term of two years for elected officials of the City and that elections be held annually on an authorized uniform election date as provided by Chapter 41 of the Texas Election Code; and

WHEREAS, Chapter 41 of the Texas Local Government Code provides that the first Saturday in May, being May 7, 2022, is an authorized uniform election date for municipal elections; and

WHEREAS, the Texas Election Code requires that the governing body of the City is responsible for ordering the general election of elected officials of the City; and

WHEREAS, the City will hold a general election on May 7, 2022 for the purpose of electing persons to the offices of Mayor, City Council Member Place 2 and City Council Member Place 4;

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

SECTION 1: The recitals set forth in the WHEREAS clauses of this Resolution are true and correct, constitute findings and determinations by the City Council acting in its legislative capacity and are incorporated herein.

SECTION 2: That the City Council hereby approves the City of McLendon-Chisholm, Texas Order of General Election for the purpose of electing persons to the offices of Mayor, City Council Member Place 2 and City Council Member Place 4; a true and correct copy of which is attached to this Resolution as Exhibit A for all purposes and authorizes the Mayor and Council Members to execute the Order.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED THIS THE 26th DAY OF JANUARY 2022.

Keith Short, Mayor

ATTEST:

Rochelle Green, City Secretary

CIUD DE MCLENDON-CHISHOLM, TEXAS

RESOLUCIÓN NO. 2022-01

UNA RESOLUCIÓN DEL CONCEJO MUNICIPAL DE LA CIUDAD DE MCLENDON-CHISHOLM, TEXAS, QUE APRUEBA LA ORDEN DE UNA ELECCIÓN GENERAL CON EL PROPÓSITO DE ELEGIR PERSONAS PARA LOS CARGOS DE ALCALDE, MIEMBRO DEL CONCEJO MUNICIPAL LUGAR 2 Y MIEMBRO DEL CONCEJO MUNICIPAL LUGAR 4, Y PROPORCIONAR UNA FECHA DE VIGENCIA.

CONSIDERANDO QUE, la Ciudad de McLendon-Chisholm, Texas ("Ciudad") es un municipio de derecho general Tipo A del Estado de Texas; y

CONSIDERANDO QUE, el Código de Gobierno Local de Texas proporciona un periodo de dos años para los funcionarios electos de la ciudad y que las elecciones se celebran anualmente en una fecha de elección uniforme autorizada según lo dispuesto en el Capítulo 41 del Código Electoral de Texas; Y

CONSIDERANDO QUE, el Capítulo 41 del Código de Gobierno Local de Texas establece que el primer sábado de mayo, siendo el 7 de mayo de 2022, es una fecha de elección uniforme autorizada de las elecciones municipales; Y

CONSIDERANDO QUE, el Código Electoral de Texas requiere que el órgano de gobierno de la Ciudad sea responsable de ordenar la elección general de los funcionarios electos de la Ciudad; Y

CONSIDERANDO QUE, la Ciudad llevará a cabo una elección general el 7 de mayo de 2022 con el propósito de elegir personas para los cargos de Alcalde, Miembro del Concejo Municipal Lugar 2 y Miembro del Concejo Municipal Lugar 4;

AHORA, POR LO TANTO, SEA RESUELTO POR EL AYUNTAMIENTO DE LA CIUDAD DE MCLENDON-CHISHOLM, TEXAS:

SECCION 1: Los considerandos establecidos en las cláusulas WHEREAS de la presente Resolución son veraz y correctos, constituyen conclusiones y determinaciones del Ayuntamiento que actúan en su capacidad legislativa y se incorporan en el presente documento.

SECCION 2: Que el Concejo Municipal aprueba por la presente la Orden de Elección General de la Ciudad de McLendon-Chisholm, Texas, con el propósito de elegir a personas para los cargos de Alcalde, Miembro del Concejo Municipal Lugar 2 y Miembro del Concejo Municipal Lugar 4; una copia verdadera y correcta de la cual se adjunta a esta Resolución como Anexo A para todos los efectos y autoriza al Alcalde y a los Miembros del Concejo a ejecutar la Orden.

SECCION 3: Que la presente Resolución entre en vigor inmediatamente después de su aprobación.

DEBIDAMENTE APROBADO Y APROBADO ESTE EL 26 DE ENERO DE 2022.

Keith Short, Alcalde

ATTEST:

Rochelle Green
Secretario de la Ciudad

EXHIBIT A

CITY OF MCLENDON-CHISHOLM, TEXAS

ORDER OF SPECIAL ELECTION

An election is hereby ordered to be held on May 7, 2022 for the purpose of:

**DETERMINING WHETHER OR NOT TO REDUCE THE TAX RATE ADOPTED FOR
THE CURRENT YEAR TO THE ROLLBACK TAX RATE IN ACCORDANCE WITH
TEXAS TAX CODE SECTION 26.07**

Early voting by personal appearance shall be conducted each weekday at:

McLendon-Chisholm City Hall, 1371 West FM 550, McLendon-Chisholm, Texas on the
following dates and times:

SUNDAY (Domingo)	MONDAY (Lunes)	TUESDAY (Martes)	WEDNESDAY (Miercoles)	THURSDAY (Jueves)	FRIDAY (Viernes)	SATURDAY (Sabado)
	APRIL 25 8am – 5 pm Early Voting	APRIL 26 8am – 5pm Early Voting	APRIL 27 8am – 5 pm Early Voting	APRIL 28 8am – 5pm Early Voting	APRIL 29 8am – 5pm Early Voting	APRIL 30 10am – 3pm Early Voting

SUNDAY (Domingo)	MONDAY (Lunes)	TUESDAY (Martes)	WEDNESDAY (Miercoles)	THURSDAY (Jueves)	FRIDAY (Viernes)	SATURDAY (Sabado)
	MAY 2 7am - 7pm Early Voting	MAY 3 7am - 7pm Early Voting				MAY 7 Election Day 7 am-7 pm

TUESDAY, MAY 3 IS THE LAST DAY OF EARLY VOTING

The Main Early Voting Location will be at the Rockwall County Library, 1215 E Yellowjacket Lane, Rockwall, Texas 75087.

The designated Election Day (May 7, 2022) polling location for McLendon-Chisholm voters shall be the McLendon-Chisholm City Hall, 1371 W. FM 550, McLendon-Chisholm, Texas 75032 from 7 a.m. to 7 p.m.

Application for a ballot by mail should be mailed to:

Mr. Christopher Lynch
Rockwall County Elections Administrator
915 Whitmore Drive, Suite D
Rockwall, Texas 75087
972/204-6200
clynch@rockwallcountytexas.com
rockwallcountytexas.com

EXHIBIT A

Applications for a ballot by mail must be received no later than the close of business on April 26, 2022.

Issued this 26th day of January, 2022.

Keith Short
Mayor

Lorna Kipphut
Mayor Pro Tem

Trudy Woessner
Council Member Place 3

Daniel Tucker
Council Member Place 5

Norman Willis
Council Member Place 2

Brian Davis
Council Member Place 4

Attest:

Rochelle Green
City Secretary

EXHIBIT A

CIUDAD DE MCLENDON-CHISHOLM, TEXAS

ORDEN DE ELECCION ESPECIAL

Se ordena la celebración de elecciones el 7 de mayo de 2022 con el propósito de:

**DETERMINAR SI SE DEBE O NO REDUCIR LA TASA IMPOSITIVA ADOPTADA
PARA EL AÑO EN CURSO A LA TASA DE REVERSIÓN DEL IMPUESTO DE
ACUERDO CON LA SECCIÓN 26.07 DEL CÓDIGO TRIBUTARIO DE TEXAS**

La votación anticipada por comparecencia personal se realizará cada día laborable en:

McLendon-Chisholm City Hall, 1371 West FM 550, McLendon-Chisholm, Texas en las siguientes fechas y horarios:

Domingo	Lunes	Martes	Miercoles	Jueves	Viernes	Sabado
	APRIL 25 8am -5 pm Votación Anticipada	APR 26 8am – 5pm Votación Anticipada	APR 27 8am - 5pm Votación Anticipada	APR 28 8am – 5pm Votación Anticipada	APR 29 8am – 5pm Votación Anticipada	APR 30 10 am – 3 pm Votación Anticipada

Domingo	Lunes	Martes	Miercoles	Jueves	Viernes	Sabado
	MAY 2 7am - 7pm Votación Anticipada	MAY 3 7am –7pm Votación Anticipada				MAY 7 7am – 7pm Dia de las elecciones

EL MARTES 3 DE MAYO ES EL ÚLTIMO DÍA DE VOTACIÓN ANTICIPADA

El lugar principal de votación anticipada estará en la Biblioteca del Condado de Rockwall, 1215 E Yellowjacket Lane, Rockwall, Texas 75087.

El lugar de votación designado del Día de las Elecciones (7 de mayo de 2022) para los votantes de McLendon-Chisholm será el Ayuntamiento de McLendon-Chisholm, 1371 W. FM 550, McLendon-Chisholm, Texas 75032 de 7 a.m. a 7 p.m.

La solicitud de una boleta por correo debe enviarse por correo a:

Sr. Christopher Lynch
Administrator de Elections
915 Whitmore Drive, Suite D
Rockwall, Texas 75087
972/204-6200
clynch@rockwallcountytexas.com
rockwallcountytexas.com

EXHIBIT A

Las solicitudes de boleta por correo deben recibirse a más tardar el cierre del negocio el 26 de abril de 2022.

Emitido este día 26 de enero de 2022.

Keith Short
Alcalde

Lorna Kipphut
Alcalde Interino

Trudy Woessner
Lugar del Concejal 3

Daniel Tucker
Lugar del Concejal 5

Norman Willis
Lugar del Concejal 2

Brian Davis
Lugar del Concejal 4

Atestiguar:

Rochelle Green
Secretario de la Ciudad

CITY OF MCLENDON-CHISHOLM, TEXAS
RESOLUTION NO. 2022-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS APPROVING THE ORDER OF A SPECIAL ELECTION FOR THE PURPOSE OF DETERMINING WHETHER OR NOT TO REDUCE THE TAX RATE ADOPTED FOR THE CURRENT YEAR TO THE ROLLBACK TAX RATE IN ACCORDANCE WITH TEXAS TAX CODE SECTION 26.07, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of McLendon-Chisholm, Texas (“City”) is a Type A general-law municipality of the State of Texas; and

WHEREAS, the Texas Local Government Code provides special elections be held on an authorized uniform election date as provided by Chapter 41 of the Texas Election Code; and

WHEREAS, Chapter 41 of the Texas Local Government Code provides that the first Saturday in May, being May 7, 2022, is an authorized uniform election date for municipal elections; and

WHEREAS, the Texas Election Code requires that the governing body of the City is responsible for ordering the special election for determining whether or not to reduce the tax rate adopted for the current year to the rollback rate in accordance with Texas Tax Code Section 26.07; and

WHEREAS, the City will hold a special election on May 7, 2022 for the purpose of whether or not to reduce the tax rate;

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

SECTION 1: The recitals set forth in the WHEREAS clauses of this Resolution are true and correct, constitute findings and determinations by the City Council acting in its legislative capacity and are incorporated herein.

SECTION 2: That the City Council hereby approves the City of McLendon-Chisholm, Texas Order of Special Election for the purpose of determining whether or not to reduce the tax rate in accordance with Texas Tax Code Section 26.07; a true and correct copy of which is attached to this Resolution as Exhibit A for all purposes and authorizes the Mayor and Council Members to execute the Order.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED THIS THE 26th DAY OF JANUARY 2022.

Keith Short, Mayor

ATTEST:

Rochelle Green, City Secretary

**CIUD DE McLENDON-CHISHOLM, TEXAS
RESOLUCION NO. 2022-02**

UNA RESOLUCIÓN DEL CONCEJO MUNICIPAL DE LA CIUDAD DE McLENDON-CHISHOLM, TEXAS, QUE APRUEBA LA ORDEN DE UNA ELECCIÓN ESPECIAL CON EL PROPÓSITO DE DETERMINAR SI SE DEBE REDUCIR O NO LA TASA IMPOSITIVA ADOPTADA PARA EL AÑO EN CURSO A LA TASA DE REVERSIÓN DE IMPUESTOS DE ACUERDO CON LA SECCIÓN 26.07 DEL CÓDIGO TRIBUTARIO DE TEXAS, Y PROPORCIONAR UNA FECHA DE VIGENCIA.

CONSIDERANDO QUE, la Ciudad de McLendon-Chisholm, Texas ("Ciudad") es un municipio de derecho general Tipo A del Estado de Texas; y

CONSIDERANDO QUE, el Código de Gobierno Local de Texas establece que las elecciones especiales se llevarán a cabo en una fecha de elección uniforme autorizada según lo dispuesto por el Capítulo 41 del Código Electoral de Texas; y

CONSIDERANDO QUE, el Capítulo 41 del Código de Gobierno Local de Texas establece que el primer sábado de mayo, siendo el 7 de mayo de 2022, es una fecha de elección uniforme autorizada para las elecciones municipales; y

CONSIDERANDO QUE, el Código Electoral de Texas requiere que el cuerpo gobernante de la Ciudad sea responsable de ordenar la elección especial para determinar si se debe o no reducir la tasa impositiva adoptada para el año en curso a la tasa de reversión de acuerdo con la Sección 26.07 del Código Tributario de Texas; y

CONSIDERANDO QUE, la Ciudad celebrará una elección especial el 7 de mayo de 2022 con el propósito de reducir la tasa impositiva;

AHORA, POR LO TANTO, SEA RESUELTO POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE McLENDON-CHISHOLM, TEXAS:

SECCIÓN 1: Los considerandos establecidos en las cláusulas CONSIDERANDO de esta Resolución son verdaderas y correctas, constituyen hallazgos y determinaciones del Ayuntamiento actuando en su capacidad legislativa y se incorporan al presente.

SECCIÓN 2: Que el Concejo Municipal aprueba por la presente la Orden de Elección Especial de la Ciudad de McLendon-Chisholm, Texas, con el propósito de determinar si reducir o no la tasa impositiva de acuerdo con la Sección 26.07 del Código Tributario de Texas; una copia verdadera y correcta de la cual se adjunta a esta Resolución como Anexo A para todos los efectos y autoriza al Alcalde y a los Miembros del Concejo a ejecutar la Orden.

SECCIÓN 3: Que la presente Resolución entrará en vigor inmediatamente después de su aprobación.

DEBIDAMENTE APROBADO Y APROBADO EL DÍA 26 DE ENERO DE 2022.

Keith Short, Alcalde

ATTEST:

Rochelle Green
Secretario de la Ciudad

MEMORANDUM

January 20, 2022

TO : Mayor and Council
FROM : Rick Crowley, Interim City Administrator
SUBJECT : Update on SH205

Several topics related to the status of the SH205 project were discussed at the Consortium meeting last evening. This memorandum and the agenda item for the meeting on January 26, are to update the Mayor and Council on these matters.

Topic of interest discussed include:

Landscape/Green Ribbon Program

As has been previously determined and reported, It is too early to submit work on landscape planning and related to the TxDOT Green Ribbon grant program. The City should, however, begin work on preparing for future submission of an application at the appropriate time. Local decisions as to the nature and extent of the landscape design to be submitted will take some time. The plans submitted must be prepared by a licensed Landscape Architect. It would be appropriate for the City to discuss the program in general with the TxDOT Area Engineer.

City Monumentation/Identification Consideration

It is not necessary that plans for City monumentation/identification ("monument signage") location, design, and details be submitted for inclusion in the construction drawings currently being completed for the project. It would be appropriate for the City to discuss the details of the TxDOT process for considering requests of this nature with the TxDOT Area Engineer.

Median Openings Locations

The project schematic drawings include median openings and their proposed "footprint" design. These are currently shown to be located at major intersections of existing public streets. While all of the median openings shown are compliant with TxDOT design regulations, it is likely that additional median openings could be added and still be compliant with the TxDOT design regulations. The City's specific requests for additional medians need to be provided to TxDOT soon in order for them to be considered since they DO need to be incorporated in the project construction drawings. These requests need to be presented to the TxDOT Area Engineer as soon as possible.

Roadway/Intersection Hardscape Aesthetic Improvements

These include such aesthetic enhancements as colored concrete, stamped concrete paving (or paving bands), decorative lighting, stamped concrete in medians and other elements that would

enhance the aesthetic appeal of the project. These improvements are required to be included in the project design, and it is time for the City to make decisions as to whether these kinds of enhancements waht the City wants and the extent to which they must be funded by the City. Meetings should be scheduled with the TxDOT Are Engineer to advance the possibility of adding these to the construction plans as soon as possible.

The Mayor ProTem and I will report further on each of these items at the meeting. Suggestions as to how to proceed in preparing for and holding meetings with the TxDOT Area Engineer will also be offered at that time.

FACILITIES AGREEMENT

This Facilities Agreement (this "Agreement") is executed between MC Trilogy Texas, LLC (the "Owner") and the City of McLendon-Chisholm (the "City"), each a "Party" and collectively the "Parties" to be effective on January , 2022 (the "Effective Date").

ARTICLE I RECITALS

WHEREAS, the City is a Type A general law municipal corporation of the State of Texas, located wholly within Rockwall County, Texas; and

WHEREAS, Owner is the owner of that certain tract of land described on Exhibit A (the "ETJ Property") located wholly within the extraterritorial jurisdiction ("ETJ") of the City and not within the ETJ or corporate limits of any other town or city, and that certain tract of land described on Exhibit B (the "In-City Property") located wholly within the City's corporate limits; and

WHEREAS, the ETJ Property and the In-City Property are collectively referred to herein as the "Property"; and

WHEREAS, the Parties intend for the City to have and exercise exclusive governmental jurisdiction over the subdivision and platting of the Property and the design and construction of water, wastewater, drainage, roadway, and other public infrastructure to serve the Property ("Public Infrastructure"), and that Rockwall County have and exercise no jurisdiction over such matters in accordance with an agreement the City and County entered into pursuant to Texas Local Government Code Sec. 242.001; and

WHEREAS, the Parties intend that the Property be developed in accordance with the Development Agreement between the Parties, dated October 27, 2021 (the "Development Agreement") and the planned development zoning district ordinance governing the In-City Property adopted by the City Council on December 8, 2021, as may be amended from time to time upon the request of the Owner (the "PD"); and

WHEREAS, the City is unable (at the current time and for the foreseeable future) to provide, or participate in the cost of, the Public Infrastructure that will allow the Parties' intended development of the Property; and

WHEREAS, the City is unable (at the current time and for the foreseeable future) to provide full municipal services for the Parties' intended development of the Property; and

WHEREAS, to facilitate the Parties' intended development of the Property in a cost-effective and market-competitive manner, the owner of the Property submitted a written petition to the City Council of the City (the "City Council"), dated September 24, 2021 requesting that the City Council consent to the creation of a municipal utility district encompassing the In-City Property (whether one or more, the "District") that will design, construct and install the Public

Infrastructure necessary for the Parties' intended development of the Property subsequent to the District's annexation of the ETJ Property into the District's boundaries; and

WHEREAS, the City Council adopted Resolution No. 2021-11 dated October 13, 2021 consenting to the creation of the District and Resolution No. 2021-10 dated October 13, 2021 consenting to the District's addition of the ETJ Property into the boundaries of the District subsequent to its creation (collectively, the "Consent Resolution"); and

WHEREAS, the City has also consented to the creation of the District as set forth in the Development Agreement; and

WHEREAS, the Parties intend that the consent given by the City (both in the resolutions referenced above and in the Development Agreement) to the creation of the District shall be unconditional and irrevocable, unless and until the City becomes fiscally and financially able to serve, maintain and operate the Public Infrastructure, and the In-City Property Board lawfully elects to dissolve and the City consents, and are given in full satisfaction of all statutory and regulatory requirements including, but not limited to, any applicable requirement for consent contained in the Texas Water Code, the Texas Local Government Code, or any rule, regulation, or policy promulgated by the Texas Commission on Environmental Quality (the "TCEQ") and by the Attorney General of the State of Texas (the "AG"); and

WHEREAS, the Parties intend that the District, or Owner as appropriate, will design, construct and install the Public Infrastructure: (i) at no cost or expense to the City; (ii) in accordance with this Agreement and the "Governing Regulations" as defined in the Development Agreement (the "Governing Regulations"); and (iii) in accordance with the applicable requirements of the Texas Water Code, and the rules, regulations and policies of the TCEQ; and

WHEREAS, Owner intends to initiate proceedings for the voluntary annexation of the ETJ Property into the corporate boundaries of the City subsequent to: (a) the City Council approving of the In-City Property has been being zoned as a planned development district with regulations consistent with those that apply to the ETJ Property pursuant to the Development Agreement (excluding commercial land use regulations, which shall not apply to the In-City Property) and the Governing Regulations; (b) the Parties have entered into this Agreement; (c) the TCEQ adoption of an order creating the District (the "TCEQ Creation Order"); and (d) District elections have been held confirming the creation of the District and its initial directors and authorizing the District to levy a maintenance tax; and

WHEREAS, the Parties intend that the District, or Owner as appropriate, will design, construct and install the Public Infrastructure using funds advanced to the District by Owner; and that the District will thereafter reimburse Owner for such advances using the proceeds of bonds issued by the District and secured solely by ad valorem taxes levied on property within the District and by other funds legally available to the District (with the City having no responsibility or liability for any District bonds as long as the District remains in existence); and that all District bonds shall be approved by the TCEQ and by the Attorney General of the State of Texas (the "AG"); and

WHEREAS, RCH Water Supply Corporation ("RCH") currently holds the water certificate of convenience and necessity ("CCN") over the ETJ Property and a portion of the In-City Property; and

WHEREAS, no entity holds the wastewater certificate of convenience and necessity over the Property; and

WHEREAS, the Parties intend that the City will be the retail provider of wastewater service to the Property; and

WHEREAS, the City of Rockwall entered into that certain Wastewater Service Contract with the City dated March 24, 2008 (the "Rockwall Wastewater Agreement"), pursuant to which Rockwall will serve as the wholesale wastewater provider to the City; and

WHEREAS, the City intends to negotiate with the City of Rockwall for amendments to the Rockwall Wastewater Agreement to the extent necessary to allow the City to provide adequate wastewater service for the full development of the Property for the term of the Development Agreement; and

WHEREAS, for districts proposed to be created within the corporate boundaries of a municipality, the rules of the TCEQ require a city to rebate to such district an equitable portion of the city taxes (the "City Rebate") to be derived from the residents of the area proposed to be included in the district if such taxes are used by the city to finance elsewhere in the city services of the type the district proposes to provide; and

WHEREAS, the Parties' intended development of the Property, including the design, construction and installation of Public Infrastructure, will benefit the City and its current and future citizens, including the creation of substantial future tax base for the City, without any capital investment by the City; and

WHEREAS, within 60 days after the Date the District is confirmed, Owner will cause the District to execute a Joinder to this Agreement in the form attached hereto as Exhibit C, and upon the District executing such Joinder to this Agreement, the District shall be a "Party" to this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Texas law, including Section 51.014 Local Government Code, Sections 49.213 and 49.227, Texas Water Code, and Chapter 791, (is "MC Trilogy Texas, LLC " also known as "the District"? If not, I would say 791 is inapplicable.) Texas Government Code.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II

PUBLIC INFRASTRUCTURE; GENERAL PROVISIONS

2.1 Public Infrastructure.

(a) The Public Infrastructure must be designed to comply with the Governing Regulations, and no construction or installation of Public Infrastructure shall begin until plans and specifications have been approved by the City (which approvals must not be unreasonably withheld or delayed). Nothing herein is intended to waive or modify any applicable requirements for retail or wholesale providers to review and approve any water or wastewater construction plans.

(b) The City acknowledges that all Public Infrastructure must be inspected as required by the rules of the TCEQ to the extent the costs and expenses paid or incurred by Owner in connection with such infrastructure will be reimbursable to Owner from bonds issued by the District or other funds legally available to the District. In order to avoid the duplication of time and expense of dual inspection and testing of Public Infrastructure, the Parties have agreed for inspection and testing of the Public Infrastructure as set forth in this section. The engineer for the District shall perform inspections of all Public Infrastructure and issue certifications to confirm compliance with City requirements and TCEQ requirements, and file copies of his or her reports with the City. Alternatively, at the City's option, the City's engineer may perform all inspections of Public Infrastructure, in which case the City shall require its engineer to issue certifications to confirm compliance with City requirements and TCEQ requirements.

2.2 Right-of-Way and Easement Acquisition.

(a) The District shall use reasonable and diligent efforts to obtain any and all offsite right-of-way and/or easements as necessary for the construction of Public Infrastructure. However, in the event that the District is unwilling or unable to acquire all the necessary right-of-way and/or easements within a three (3) month period beginning upon written notice to the City and Owner provides evidence that reasonable and diligent efforts have been pursued to obtain such right-of-way, then the City agrees to consider at a public meeting held pursuant to Chapter 551, et. al of the Texas Government Code, the use of its eminent domain authority, upon written request by Owner, for right-of-way and easement acquisition of the portion of the Property inside the City limits, to the extent allowed by law and authorized by the then sitting City Council. Owner shall provide copies of all correspondence related to the acquisition of right-of-way and/or easements to the City upon request.

(b) All costs in eminent domain shall be reimbursed by Owner or the District as such are billed to the City by its designated legal counsel. Such costs include all reasonable and necessary legal expenses for the acquisition of all right-of-way and easements including by way of illustration and not limitation: attorney's fees, expert witness fees, deposition fees, photocopy charges, courier charges, telephone and facsimile charges, travel charges and costs associated with the preparation of exhibits and demonstrative aids.

(c) The City shall assist Owner and the District to minimize the right-of-way acquisition costs for the off-site roadways and any other off-site Public Infrastructure costs, such as costs to provide off-site water lines.

(d) The Parties anticipate the realignment of Pullen Road through the ETJ Property when the ETJ Property is developed, as reflected in the Concept Plan (as defined in the Development Agreement). The existing Pullen Road right-of-way within the ETJ Property is

prescriptive right-of-way that the City agrees to abandon when Pullen Road is realigned within the ETJ Property, which will occur following annexation of the ETJ Property by the City. The new right-of-way for Pullen Road within the ETJ Property will, at a minimum, be equal in value to the Pullen Road right-of-way that the City abandons; therefore, no compensation will be owed to the city in connection with such abandonment.

2.3 Impact Fees. The City agrees that no impact fees adopted pursuant to Chapter 395 of the Texas Local Government Code will be collected in connection with the development or use of the Property.

ARTICLE III **RETAIL UTILITY SERVICE**

3.1 Water. The Parties contemplate entering into a separate agreement at a later date regarding water service and water Public Infrastructure to serve the Property.

3.2 Wastewater.

(a) The City agrees to be the retail provider of wastewater service to the Property. The City agrees to negotiate in good faith with the City of Rockwall for amendments to the Rockwall Wastewater Agreement, and if necessary, negotiate in good faith with a different wholesale provider of wastewater service, to allow the City to provide adequate wastewater service for the full development of the ETJ Property as contemplated by the Development Agreement and the full development of the In-City Property as contemplated by the PD (collectively, the "Full Development"), and will reserve such capacity for the Full Development.

(b) If (i) the City is unable or unwilling to provide wastewater service for the Full Development at any time; or (ii) prior to the annexation of the ETJ Property by the City, the City has not entered into a written extension of the Rockwall Wastewater Agreement that extends the term of the agreement for at least the Term of the Development Agreement and provides for adequate capacity to provide retail wastewater service for the Full Development, or alternatively, has not entered into a new written wholesale wastewater agreement with the City of Rockwall or a different wholesale provider for a term that is at least the Term of the Development Agreement and that provides for adequate capacity to provide retail wastewater service for the Full Development, (1) the Owner or the District may construct and maintain a temporary wastewater treatment plant at a location approved by Owner and the City, with such approval not be unreasonably withheld, delayed or conditioned, to serve all or a portion of the Full Development; and (2) the City, after notice and posting pursuant to the TOMA, agrees to consider giving its consent, agreement and supports to, and agrees to support the issuance of a discharge permit to allow the construction and maintenance for a temporary wastewater treatment plant for such purpose.

(c) If necessary for the City to provide adequate wastewater service to the Full Development, on behalf of and at no cost to the City, the Owner or the District may construct at a location approved by the Owner and the City, with such approval not be unreasonably withheld, delayed or conditioned, a temporary wastewater treatment plant to serve all or a portion of the Full Development, and the City, after notice and posting pursuant to the TOMA,

agrees to consider; giving its consents to, and agrees to apply for and support the issuance of, a discharge permit to the City to allow the construction and maintenance of a temporary wastewater treatment plant for such purpose.

3.3 Water Wells. Water wells may be drilled within the Property to provide irrigation water and water for domestic use, including, but not limited to, use by the residents of the manufactured housing described in Section 4.1 below; subject, however, to all applicable rules and regulations of Rockwall County and the TCEQ.

ARTICLE IV **MANUFACTURED HOUSING AND DIRECTOR QUALIFYING LOTS**

4.1 Manufactured Housing. HUD-certified manufactured homes may be located within the Property, from time to time, for any purpose necessary for the creation or administration of the District (including, but not limited to, providing qualified voters within the District or qualifying persons to serve on the Board of Directors of the District). Owner will notify the City of the location of, make and model of, HUD number for, and 911 address of each home within 30 days after the home is occupied. Manufactured homes permitted by this Agreement: (a) are not required to be located on a platted lot; (b) do not require a building permit; (c) do not require a certificate of substantial occupancy; (d) do not otherwise have to comply with the Governing Regulations; (e) do not require any permit or other approval by the City; (f) are not subject to payment of any of fees to the City; and (g) will be promptly removed within thirty (30) days when no longer needed for the creation or administration of the District. Manufactured homes must have adequate access for fire protection.

4.2 Director Qualifying Lots. The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Property to any person for the purpose of qualifying such person to be a member of the board of directors of the District shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City; provided, however, no building, other than manufactured housing authorized by this Agreement, shall be constructed on any property conveyed for such purpose unless and until a plat of such portion has been approved by the City in accordance with the Governing Regulations.

ARTICLE V **POWERS AND OBLIGATIONS OF DISTRICT**

5.1 Bond Requirements. Bonds, including refunding bonds, issued by the District shall, unless otherwise agreed to by the City, comply with the following requirements, provided such requirements do not generally render the bonds unmarketable:

- (a) Maximum maturity of 25 years for any one series of bonds;
- (b) Interest rate that does not exceed 2 percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one month period next preceding the date notice of the sale of such bonds is given; and

(c) The bonds shall expressly provide that the District shall reserve the right to redeem bonds at any time subsequent to the tenth (10th) anniversary of the date of issuance, without premium. No variable rate bonds shall be issued by the District without City Council approval.

5.2. Certification; Notice of Bond Issuance. The City shall require the following information with respect to bond issuance:

(a) At least 30 days before issuance of bonds, except refunding bonds, the District's financial advisor shall certify in writing that the bonds are being issued within the existing economic feasibility guidelines established by the TCEQ for districts issuing bonds for improvements in Rockwall County and shall deliver the certification to the City.

(b) At least 30 days before the issuance of bonds, the District shall deliver the following information to the City: (i) The amount of bonds being proposed for issuance; (ii) the projects to be funded by such bonds; and (iii) the proposed debt service tax rate after issuance of the bonds.

(c) If the District is not required to obtain TCEQ approval of the issuance of the bonds, the District shall deliver such notice to the City at least 60 days prior to issuing such bonds (other than refunding bonds).

(d) Within 30 days after the District closes the sale of a series of bonds, the District shall deliver to the City a copy of the final official statement for such series of bonds. If the City requests additional information regarding such issuance of bonds, the District shall promptly provide such information at no cost to City.

5.3 Reporting Requirements.

(a) The District shall send a copy of the order or other action setting its annual ad valorem tax rate to the City within 30 days after District adoption of the rate.

(b) The District shall send a copy of its annual audit to the City within 30 days after approval by the District's board of directors.

5.4 Execution of Joinder by District. Owner covenants and agrees to cause the District to approve, execute and deliver the Joinder to the City within 60 days after the date the District is confirmed. If the District fails to approve, execute and deliver the Joinder to the City, the City may prevent the issuance of bonds by the District until the failure has been cured. Notwithstanding execution of this agreement by the District after the Effective Date, this Agreement will be effective on the Effective Date.

5.5 City Rebate. Beginning May 1 of the year following the year in which the District levies its initial ad valorem tax rate, and by no later than May 1 of each year thereafter, the City shall provide the District with the following: (a) copy of the City Council ordinance levying its annual ad valorem tax during the prior year ("City Tax Order") along with a breakdown of the purposes of the various components of its total tax rate; (b) copy of the City Council ordinance approving its budget for the annual period to be funded by the City Tax Order

; (c) calculation of the total City ad valorem taxes collected from owners of property within the District through April 1 (including any prior years taxes collected); and (d) calculation of the City Rebate being an equitable portion of those City ad valorem taxes collected by April 1 and to be used by the City to finance outside of the District but elsewhere in the City services of the type the District proposes to provide. The District shall have 30 days to review and comment on the City's calculation of the City Rebate. The City pay the City Rebate due, if any, by July 1 of each year during the Term.

ARTICLE VI **ADDITIONAL PROVISIONS**

6.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

6.2 Term. The term of this Agreement shall be 45 years after the Effective Date ("Term").

6.3 Annexation and Development of ETJ Property. The ETJ Property ~~shall will~~ be considered for annexation at a public meeting held and noticed in compliance with the TOMA ~~annexed pursuant to the terms of and as requested by Owner in the Development Agreement.~~ The development and use of the ETJ Property is regulated by the Development Agreement.

6.4 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by E-mail; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail (with a confirming copy sent by E-mail). Notices given pursuant to this section shall be addressed as follows:

To the City:

Attn: City Administrator
City of McLendon-Chisholm
1371 West FM 550
McLendon-Chisholm, Texas 75032
E-mail: lisa@mcclendon-chisholm.com

With a copy to: Attn: Michael Halla
City of McLendon-Chisholm Attorney
12655 North Central Expressway, Ste. 1000
Dallas, Texas 75243
E-mail: mhalla@hallalawfirm.com

To the Owner: Attn: Phillip Huffines
8200 Douglas Avenue, Suite 300
Dallas, Texas 75225
E-mail: pwh@huffinescommunities.com

With a copy to: Attn: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, TX 75218
E-mail: misty.ventura@svlandlaw.com

To the District: Board of Directors
Rockwall County Municipal Utility District o. 10
c/o Crawford & Jordan LLP
19 Briar Hollow Lane, Suite 245
Houston, Texas 77027
E-mail: cjordan@crawlawn.net

With a copy to: Attn: Mr. Christopher Jordan
Crawford & Jordan LLP
19 Briar Hollow Lane, Suite 245
Houston, Texas 77027
E-mail: cjordan@crawlawn.net

6.5 Binding Obligations. This Agreement and all amendments hereto shall be recorded in the deed records of Rockwall County. In addition, all assignments to this Agreement shall be recorded in the deed records of Rockwall County. The Parties intend that this Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for land use and development regulations that apply to specific lots. For purposes of this Agreement, the Parties agree: (a) that the term "End-Buyer" means any owner, developer, tenant, user, or occupant; (b) that the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the deed records; and (c) that the term "land use and development regulations that apply to specific lots" means the PD and Governing Regulations in the case of the In-City Property and the Governing Regulations in the case of the ETJ Property. No third party taking title to any portion of the Property shall be entitled to any rights or benefits under this Agreement until such party has complied with the applicable requirements of Section 6.10 of this Agreement.

6.6 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

6.7 REMEDIES. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the City to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract); or
- (c) adversely affect or impair the current or future obligations of the City to provide any service to any portion of the Property; or
- (d) entitle the aggrieved Party to seek or recover exemplary damages; or
- (e) adversely affect or impair the effectiveness or validity of any District Consents; or
- (f) adversely affect or impair the current or future rights, powers or authority of the District (including, but not limited to, the issuance of bonds) or the day-to-day administration of the District; or
- (g) allow the Property to be annexed except as contemplated and authorized by the Development Agreement;
- (h) entitle either Party to receive attorney's fees; or
- (i) limit the Term.

6.8 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

(a) The City waives its governmental immunity from suit and immunity from liability as to any action brought by a Party to pursue the remedies available under this Agreement, but only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the City has with respect to suits against the City by persons or entities other than a Party to this Agreement.

(b) Nothing in this Agreement is intended to delegate or impair the performance by the City of its governmental functions, and the City waives any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the City's performance of its governmental functions.

6.9 Assignment by Owner to the District. Owner has the right to assign to the District those portions of this Agreement concerning the provision of water and/or wastewater service to the Property and the design, construction, installation, maintenance, and repair of parks or open space and any Public Infrastructure, including, but not limited to, water, wastewater, stormwater, roadway, and detention Public Infrastructure. Thereafter, for the limited purposes of such assignment, the District shall be considered an "Assignee," and therefore a Party, for purposes of this Agreement. Each assignment shall be in writing executed by Owner and the District and shall obligate the District to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to look solely to the District for the performance of all obligations assigned to the District and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the District's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not given to the City within 15 days after execution, Owner shall not be released until the City receives the assignment. No assignment by Owner shall release Owner from any liability resulting from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Owner shall maintain written records of all assignments made by Owner to the District, including a copy of each executed assignment, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

6.10 Assignment by Owner. Owner has the right (from time to time without the consent of the City, but upon written notice to the City and District) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within 15 days after execution. From and after such assignment, the City, and District where applicable, agrees to look solely to the Assignee for the performance

of all obligations assigned to the Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City or District within 15 days after execution, Owner shall not be released until the City or District receives such assignment. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City, and District where applicable, approves the release in writing. Owner shall maintain written records of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity. An Assignee shall be a "Party" and the "Owner" for purposes of the obligations, rights, title, or interests being assigned. Neither the City nor District shall assign this Agreement.

6.11 Encumbrance. Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City and the District. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City and District have been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City, and District where applicable, agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, the Parties intend that this Agreement continue to bind the Property and survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement, but shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured. Neither the City nor District shall collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.

6.12 No Restriction on Property Transfer. No provision of this Agreement shall limit the ability of the Owner or any other person to transfer voluntarily or involuntarily its right, title, or interest in or to all or any portion of the Property.

6.13 Releases. From time to time upon written request of Owner or the District, the City Administrator shall execute, in recordable form, a release of this Agreement if the requirements of this Agreement have been met.

6.14 Estoppel Certificates. From time to time upon written request of Owner or the District, the City Administrator will execute a written estoppel certificate identifying any obligations of Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the City, Owner and the District are in compliance with their duties and obligations under this Agreement.

6.16 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

6.17 Authority and Enforceability. The City represents and warrants that this Agreement has been approved and adopted by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, and that the individual executing this Agreement on behalf of Owner has been duly authorized to do so. The District represents and warrants that this Agreement and Joinder have been approved by resolution duly adopted by its Board of Directors in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing the Joinder on behalf of the District has been duly authorized to do so. Each Party, and the District upon its execution of the Joinder, acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions and that the performance by the Parties under this Agreement is authorized by applicable Texas law.

6.18 Entire Agreement; Severability. This Agreement along with the Development Agreement constitute the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Without limiting the generality of the foregoing, if it is determined that, as of the Effective Date, Owner does not own any portion of the Property, this Agreement shall remain in full force and effect with respect to all of the Property that Owner does then own.

6.19 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Rockwall County. Venue for any action to enforce or construe this Agreement shall be in Rockwall County.

6.20 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

6.21 No Third Party Beneficiaries. Except as otherwise provided in this section, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

6.22 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within ten business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care, including, but not limited to, events or circumstances caused by a pandemic or flooding.

6.23 Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

6.24 Iran, Sudan and Foreign Terrorist Organizations. Section 2252.151 of the Texas Government Code defines a "governmental contract" as a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment, and provides that the term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government

Code. The Owner represents that, as of the date of this Agreement, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Owner (if any) is an entity listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code or identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>;
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

6.25 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Owner, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Owner; and, neither the City nor its consultants have verified such information.

6.26 Verification Regarding Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

6.27 Verification Regarding No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Owner

hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions, 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association, 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

6.28 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6.29 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

6.30 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of the ETJ Property
Exhibit B	Metes and Bounds Description of the In-City Property
Exhibit C	Form of Joinder

Executed by Owner and the City to be effective on the Effective Date.

ATTEST:

CITY OF MCLENDON-CHISHOLM

Name: _____
Title: City Secretary

By: _____
Name: _____
Title: _____

Date: _____

**APPROVED AS TO FORM AND
LEGALITY:**

Name: _____
City Attorney

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on _____, 2022 by _____,
_____ of the City of McLendon-Chisholm Texas on behalf of said city.

Notary Public, State of Texas

OWNER:

MC Trilogy Texas, LLC,
a Texas limited liability company

By: _____
Phillip Huffines, Managing Director

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2022 by Phillip Huffines, Managing Director of MC Trilogy Texas, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

Exhibit A
Metes and Bounds Description of the ETJ Property

ETJ TRACT 1

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER IN RABBIT RIDGE ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), AT THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 44°16'29" E a distance of 89.26'to a point for corner;

THENCE N 44°15'17" E a distance of 1492.27'to a point for corner;

THENCE S 45°49'51" E a distance of 3464.03'to a point for corner;

THENCE N 45°15'27" E a distance of 845.37'to a point for corner;

THENCE S 45°20'50" E a distance of 770.32'to a point for corner;

THENCE S 45°52'07" E a distance of 371.76'to a point for corner;

THENCE S 45°39'45" E a distance of 866.70'to a point for corner;

THENCE S 45°04'02" E a distance of 400.01'to a point for corner;

THENCE S 44°19'52" W a distance of 614.77'to a point for corner;

THENCE S 44°19'52" W a distance of 618.71'to a point for corner;

THENCE S 45°40'08" E a distance of 706.56'to a point for corner;

THENCE S 44°23'53" W a distance of 1352.29'to a point for corner;
THENCE S 44°42'29" W a distance of 1349.67'to a point for corner;
THENCE N 45°05'00" W a distance of 30.40'to a point for corner;
THENCE S 68°20'00" W a distance of 151.80'to a point for corner;
THENCE N 88°15'00" W a distance of 274.51'to a point for corner;
THENCE N 88°15'00" W a distance of 102.49'to a point for corner;
THENCE N 87°05'36" W a distance of 499.42'to a point for corner;
THENCE N 88°20'23" W a distance of 365.10'to a point for corner;
THENCE N 45°00'00" W a distance of 1596.73'to a point for corner;
THENCE N 45°00'00" E a distance of 1050.00'to a point for corner;
THENCE N 45°00'00" W a distance of 150.87'to a point for corner;
THENCE N 48°33'57" E a distance of 83.82'to a point for corner;
THENCE N 08°18'57" E a distance of 54.00'to a point for corner;
THENCE N 43°11'03" W a distance of 104.00'to a point for corner;
THENCE N 12°41'03" W a distance of 111.00'to a point for corner;
THENCE N 39°33'57" E a distance of 93.00'to a point for corner;
THENCE S 89°11'03" E a distance of 140.00'to a point for corner;
THENCE N 33°48'57" E a distance of 108.00'to a point for corner;
THENCE N 81°48'57" E a distance of 98.00'to a point for corner;
THENCE N 13°18'57" E a distance of 143.00'to a point for corner;
THENCE N 61°11'03" W a distance of 57.00'to a point for corner;
THENCE N 44°56'03" W a distance of 123.00'to a point for corner;
THENCE N 08°56'03" W a distance of 57.00'to a point for corner;

THENCE N 86°18'57" E a distance of 129.00'to a point for corner;

THENCE N 40°03'57" E a distance of 128.00'to a point for corner;

THENCE N 57°03'57" E a distance of 110.00'to a point for corner;

THENCE N 69°48'57" E a distance of 81.15'to a point for corner;

THENCE N 41°14'57" W a distance of 2018.90'to a point for corner;

THENCE N 40°35'51" W A DISTANCE OF 1575.68' TO THE POINT OF BEGINNING,
CONTAINING 19,245,590.6 SQUARE FEET, OR 441.818 ACRES OF LAND MORE OR
LESS.

ETJ TRACT 2

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER IN PULLEN ROAD,(A VARIABLE WIDTH RIGHT-OF-WAY), AT THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 45°52'07" E a distance of 836.75' to a point for corner;

THENCE N 44°13'38" E a distance of 717.19' to a point for corner;

THENCE S 45°44'07" E a distance of 1529.00' to a point for corner;

THENCE S 45°00'00" W a distance of 1708.95' to a point for corner;

THENCE N 45°00'00" W a distance of 1750.00' to a point for corner;

THENCE S 45°00'00" W a distance of 800.00' to a point for corner;

THENCE S 45°00'00" E a distance of 600.00' to a point for corner;

THENCE S 45°00'00" W a distance of 1092.91' to a point for corner;
THENCE N 88°13'09" W a distance of 163.88' to a point for corner;
THENCE N 86°06'41" W a distance of 301.66' to a point for corner;
THENCE N 88°15'00" W a distance of 1073.00' to a point for corner;
THENCE N 01°45'00" E a distance of 65.55' to a point for corner;
THENCE N 44°34'36" E a distance of 928.59' to a point for corner;
THENCE N 44°31'40" E a distance of 151.79' to a point for corner;
THENCE N 43°28'23" E a distance of 346.55' to a point for corner;
THENCE N 44°43'11" E a distance of 901.86' to a point for corner;
THENCE N 44°06'02" E a distance of 914.03' to a point for corner;
THENCE N 44°44'29" E a distance of 285.28' to a point for corner;
THENCE N 45°50'03" E A DISTANCE OF 322.68' TO THE POINT OF BEGINNING,
CONTAINING 5,807,645.3 SQUARE FEET, OR 133.325 ACRES OF LAND MORE OR
LESS.

Exhibit B
Metes and Bounds Description of the In-City Property

TRACT 1

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF F.M. ROAD 550 (VARIABLE WIDTH RIGHT-OF-WAY) AS RECORDED IN VOLUME 41 AT PAGES 545 565 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS AT THE RECOGNIZED SOUTHWEST CORNER OF SAID TRACT;

THENCE NORTH 44° 03' 50" EAST A DISTANCE OF 1,220.15 FEET TO A POINT FOR CORNER, SAID POINT BEING THE SOUTH CORNER OF A CALLED 58.110 ACRE TRACT OF LAND DESCRIBED IN DEED TO DONALD R. HOLLOWAY RECORDED UNDER COUNTY CLERKS FILE NUMBER 2011-00444931 (VOL. 6347, PG. 221) OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE NORTH 44° 24' 01" EAST AND FOLLOWING ALONG THE SOUTHEAST LINE OF SAID HOLLOWAY 58.110 ACRE TRACT A DISTANCE OF 258.18 FEET TO A POINT FOR CORNER;

THENCE NORTH 45°44'54" EAST AND CONTINUING ALONG THE SOUTHEAST LINE OF SAID HOLLOWAY 58.110 ACRE TRACT A DISTANCE OF 353.97 FEET TO A POINT FOR CORNER;

THENCE NORTH 44° 38' 21" EAST AND CONTINUING ALONG THE SOUTHEAST LINE OF SAID HOLLOWAY 58.110 ACRE TRACT A DISTANCE OF 485.74 FEET TO A POINT FOR THE MOST EASTERLY CORNER OF SAID HOLLOWAY 58.110 ACRE TRACT AT ITS INTERSECTION WITH THE SOUTHWEST LINE OF A CALLED 89.287 ACRE TRACT OF LAND DESCRIBED IN DEED TO HOLLOWAY FAMILY LIMITED PARTNERSHIP AS RECORDED UNDER COUNTY CLERKS FILE NUMBER 20150000020975 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE SOUTH 46° 15' 24" EAST AND FOLLOWING ALONG THE SOUTHWEST LINE OF SAID HOLLOWAY FAMILY LIMITED PARTNERSHIP 89.287 ACRE TRACT A DISTANCE OF 685.89 FEET TO THE MOST SOUTHERLY CORNER OF SAID 89.287

ACRE TRACT, SAID POINT BEING IN A SOIL CONSERVATION LAKE AND CALLED IN THE OLD MEANDERS OF LONG BRANCH CREEK;

THENCE FOLLOWING ALONG THE SOUTHEASTERLY LINE OF SAID HOLLOWAY FAMILY LIMITED PARTNERSHIP 89.287 ACRE TRACT AND ALONG THE CALLED OLD MEANDERS OF LONG BRANCH CREEK AS FOLLOWS;

- (1) NORTH 09° 48' 57" EAST A DISTANCE OF 71.41 FEET TO A POINT CORNER;
- (2) NORTH 81° 03' 57" EAST A DISTANCE OF 56.00 FEET TO A POINT FOR CORNER;
- (3) SOUTH 56° 56' 03" EAST A DISTANCE OF 69.00 FEET TO A POINT FOR CORNER;
- (4) SOUTH 83° 11' 03" EAST A DISTANCE OF 85.00 FEET TO A POINT FOR CORNER;
- (5) NORTH 48° 33' 57" EAST, A DISTANCE OF 10.18 FEET TO A POINT FOR CORNER;

THENCE DEPARTING THE CALLED OLD MEANDERS OF LONG BRANCH CREEK AND THROUGH THE INTERIOR OF SAID PREMISES AS FOLLOWS;

- (1) SOUTH 45° 00' 00" EAST, A DISTANCE OF 150.87 FEET TO A POINT FOR CORNER;
- (2) SOUTH 45° 00' 00" WEST, A DISTANCE OF 1050.00 FEET TO A POINT FOR CORNER;
- (3) SOUTH 45° 00' 00" EAST, A DISTANCE OF 1596.73 FEET TO A POINT FOR CORNER ON THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550;

THENCE NORTH 88° 20' 23" WEST AND ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550 A DISTANCE OF 135.23 FEET TO A POINT FOR CORNER;

THENCE NORTH 84° 16' 25" WEST AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550 A DISTANCE OF 405.48 FEET TO A POINT FOR CORNER;

THENCE NORTH 81° 36' 51" WEST AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 550 A DISTANCE OF 451.13 FEET TO A POINT FOR CORNER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2,846.18 FEET, WITH A CENTRAL ANGLE OF 09° 17' 58", AND A CHORD BEARING NORTH 74°08'20" WEST AT A DISTANCE OF 461.45 FEET;

THENCE WESTERLY AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF F.M. ROAD 550 AND SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 461.95 FEET TO A POINT FOR CORNER;

THENCE NORTH 69° 29' 21" WEST CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF F.M. ROAD 550A DISTANCE OF 1,496.23 FEET TO THE POINT OF BEGINNING CONTAINING 3,011,847 SQUARE FEET, OR 69.143 ACRES OF LAND MORE OR LESS.

TRACT 2

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR THE RECOGNIZED EAST CORNER OF THIS TRACT IN THE SOUTHWEST LINE OF A 25.279 ACRE TRACT OF LAND DESCRIBED IN DEED TO REGGIE L. HICKERSON RECORDED UNDER VOLUME 2388, PAGE 198 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS, SAID POINT BEING THE MOST NORTHERLY CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO RONALD PRICE AND SHARON DUBACK RECORDED UNDER VOLUME 1591, PAGE 111 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE SOUTH 43° 56' 42" WEST AND DEPARTING THE SOUTHWEST LINE OF SAID 2.79 ACRE TRACT TO REGGIE L. HICKERSON AND FOLLOWING ALONG THE NORTHWEST LINE OF SAID RONALD PRICE AND SHARON DUBACK TRACT A DISTANCE OF 1,902.97 FEET TO A POINT FOR CORNER; SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID RONALD PRICE AND SHARON DUBACK TRACT;

THENCE NORTH 45° 35' 00" WEST A DISTANCE OF 819.44 FEET TO A POINT FOR CORNER IN THE NORTHEAST RIGHT-OF-WAY LINE OF F.M. ROAD 550 (VARIABLE WIDTH RIGHT-OF-WAY) AS RECORDED IN VOLUME 41 AT PAGES 545 565 OF THE DEED RECORDS OF ROCKWALL COUNTY, TEXAS;

THENCE NORTH 86° 58' 39" WEST AND CONTINUING ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 89.89 FEET TO A POINT FOR CORNER;

THENCE SOUTH 14° 01' 34" WEST AND CONTINUING ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 113.82 FEET TO A POINT FOR CORNER;

THENCE NORTH 88° 27' 27" WEST AND FOLLOWING ALONG THE WEST RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 445.63 FEET TO A POINT FOR CORNER;

THENCE NORTH 87° 13' 22" WEST AND FOLLOWING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 1,052.71 FEET TO A POINT FOR CORNER, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5,769.60 FEET, A CENTRAL ANGLE OF 01° 08' 00", AND A CHORD BEARING NORTH 87°39'09" WEST AT A DISTANCE OF 114.12 FEET;

THENCE WESTERLY AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 AND FOLLOWING ALONG SAID CURVE FOR AN ARC DISTANCE OF 114.12 FEET;

THENCE NORTH 88° 13' 09" WEST AND CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 A DISTANCE OF 669.98 FEET TO A POINT FOR CORNER;

THENCE DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 550 AND THROUGH THE INTERIOR OF SAID PREMISES AS FOLLOWS;

(1) NORTH 45° 00' 00" EAST, A DISTANCE OF 1,092.91 FEET TO A POINT FOR CORNER;

(2) NORTH 45° 00' 00" WEST, A DISTANCE OF 600.00 FEET TO A POINT FOR CORNER;

(3) NORTH 45° 00' 00" EAST, A DISTANCE OF 800.00 FEET TO A POINT FOR CORNER;

(3) SOUTH 45° 00' 00" EAST, A DISTANCE OF 1,750.00 FEET TO A POINT FOR CORNER;

(4) NORTH 45° 00' 00" EAST, A DISTANCE OF 1,708.95 FEET TO A POINT FOR CORNER ON THE RECOGNIZED NORTHEAST LINE OF THIS TRACT;

THENCE SOUTH 45° 44' 07" EAST ALONG SAID RECOGNIZED LINE, A DISTANCE OF 1317.93 FEET TO THE POINT OF BEGINNING CONTAINING 4,787,547 SQUARE FEET, OR 109.907 ACRES OF LAND MORE OR LESS.

Exhibit C
Form of Joinder

THIS JOINDER (the "Joinder"), dated as of _____, 20__, is executed by and among _____ (the "Owner"), the City of McLendon Chisholm (the "City"), and Rockwall County Municipal Utility District No. 10 (the "District"), in connection with that certain Facilities Agreement (the "Facilities Agreement") entered into between the Owner and City, dated effective as of _____, 2022. Capitalized terms used herein shall have the definitions provided in the Facilities Agreement.

WHEREAS, the District was created pursuant to an order of the Texas Commission on Environmental Quality effective _____, 20__; and

WHEREAS, District desires to enter into and execute this Joinder in order to become a Party to the Facilities Agreement with respect to the Property.

NOW THEREFORE, the District agrees as follows:

1. Attached hereto as Exhibit "A" is a true, correct, and complete copy of the Facilities Agreement. The terms and provisions of the Facilities Agreement are incorporated herein for all purposes.

2. District hereby acknowledges, agrees, and confirms that, by its execution of this Joinder, District shall be deemed to be a "Party" to the Facilities Agreement. District hereby ratifies, as of the date hereof, and agrees to be bound by, all of the applicable terms, provisions and conditions contained in the Facilities Agreement with respect to the Property, to the same effect as if it were an original Party thereto.

3. The Parties hereto have entered into this Joinder in satisfaction of the requirements of Section 5.4 of the Facilities Agreement. District further acknowledges, agrees, and confirms that it is subject to and will abide with the terms and conditions of the Consent Resolution, consenting to the creation of the District.

4. The Parties intend that the City and the Owner, but no other parties, be third party beneficiaries of this Joinder.

5. This Joinder may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute one agreement.

6. This Joinder shall be effective upon its approval and execution by all Parties (the "Effective Date").

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

8. By its execution of this Joinder, the District does not waive or surrender any of its governmental powers, immunities, or rights except as follows:

a. The District waives its governmental immunity from suit and immunity from liability as to any action brought by a Party to pursue the remedies available under the Facilities Agreement, but only to the extent necessary to pursue such remedies. Nothing in this section shall waive any claims, defenses or immunities that the District has with respect to suits against the District by persons or entities other than a Party to the Facilities Agreement.

9. Nothing in this Joinder is intended to delegate or impair the performance by the District of its governmental functions, and the District waives any claim or defense that any provision of the Facilities Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the District's performance of its governmental functions.

IN WITNESS WHEREOF, each Party has caused this Joinder to be duly executed by its authorized representative as of the day and year written below.

Executed by _____, the City, and the District to be effective on the Effective Date.

ATTEST:

CITY OF MCLENDON-CHISOLM

Name: _____
Title: City Secretary

By: _____
Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on _____, 20__ by
_____, _____ of the City of McLendon-Chisholm Texas, on behalf
of said city.

Notary Public, State of Texas

OWNER:

_____, a
Texas _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____§

This instrument was acknowledged before me on _____, 20__ by
_____, _____ of _____, a Texas
_____, on behalf of said partnership.

Notary Public, State of Texas

**ROCKWALL COUNTY MUNICIPAL
UTILITY DISTRICT NO. 10**

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on _____, 20__ by
_____, _____ of Rockwall County Municipal Utility District No.
10, on behalf of said District.

Notary Public, State of Texas

EXHIBIT A
COPY OF FACILITIES AGREEMENT