



AGENDA
City Council Meeting
Tuesday, January 28, 2025
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. AGENDA APPROVAL
4. PRESENTATION BY MAYOR AND CITY COUNCIL TO CITY ADMINISTRATOR
5. MAYORS UPDATE ON EDWARDS ROAD
6. MAYORS UPDATE ON MEETING WITH BROOKSHIRES
7. STATEMENT FROM MAYOR ON INTERIM CITY ADMINISTRATOR
8. RULES OF DECORUM
9. CITIZEN COMMENTS
10. CONSENT AGENDA
 - 10.1. Consider approval of a Resolution to change authorized signatories to the City's Financial Accounts. (City Administrator) 4
[Financial Resolution](#)
 - 10.2. Consider approval of a final plat that provides for the creation of 2 single-family lots on 3.75 acres of land located generally at 3 Edwards Road with frontage along Edwards Road. (City Administrator) 5 - 12
[Staff Report Hinojosa Estates Final Plat CC 1.28.25](#)
[Hinojosa Estates Final Plat Application](#)
[Hinojosa Estates Final Plat](#)
11. ITEMS FOR DISCUSSION
 - 11.1. Presentation, Discuss and consider approval of Development Agreement between TDI GP, LLC and the City of McLendon-Chisholm for Sonoma Verde East, " Tate" Tract (City Administrator) 13 - 92
[Draft Development Agreement - Sonoma Verde East - Tate Tract McLendon-Chisholm\(1014938.2\)](#)
 - 11.2. Presentation, Discuss and consider approval of Development Agreement between TDI GP, LLC and the City of McLendon-Chisholm 93 - 185

for Sonoma Verde North, "Sloan" Tract (City Administrator)
[Draft Development Agreement - Sonoma Verde North - Sloan Tract McLendon-Chisholm\(1014926.2\)](#)

- 11.3. Discuss and consider the Agenda Resolution 2024-05 regarding Agenda Preparation. (Mayor Bryan McNeal) 186 - 191
[Agenda Resolution \(Current\)](#)
[MC resolution agenda preparation proposed](#)
- 11.4. Discuss and consider approval to instruct City Administrator to forward a Letter of Notification to RCH WSC and High Point SUD designating each in violation of Ordinance 2023-05(High Point) and Ordinance 2023-06 (RCH), respectively, requiring a 30 day notice to reply prior to pursuing further action. (Mayor Pro Tem Dan Tucker)
- 11.5. Presentation and Discussion of Home Rule Charter. (Council Member Brewer)
- 11.6. Consider approval of an Ordinance of the City of McLendon-Chisholm, Texas ("City"), calling for a Special Election to be held on Tuesday, May 3, 2025, for the purpose of submitting a HOME-RULE CHARTER to the voters of the City; Authorizing the NOTICE OF ELECTION; Directing the City Secretary to mail a copy of the proposed HOME RULE CHARTER to each registered voter of the City; Authorizing a joint Election Order with Other Rockwall County Political Subdivisions; Authorizing the City Administrator to enter into an agreement with Rockwall County for the Election; Fixing the Time, Place and Manner of Holding said Election; and providing an effective date. (Council Member Brewer) 192 - 239
[MC ordinance spec election home rule charter](#)
[Home Rule Charter FINAL -01282025 \(2\)](#)

12. EXECUTIVE SESSION

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

12.1. Adjourn into Executive Session (Closed Meeting)

12.2. Reconvene Regular Meeting

13. ACTION TAKEN AS A RESULT OF EXECUTIVE SESSION

14. 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.

15. ADJOURN

I, Angela Jennings, do hereby certify that the above Notice of Meeting of the City Council of McLendon-Chisholm, Texas was posted on or before 5:00 P.M., January 24, 2025 on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.

CITY OF MCLENDON-CHISHOLM
RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, PROVIDING AUTHORIZED SIGNATORIES TO THE CITY'S FINANCIAL ACCOUNTS WITH ALLIANCE BANK, TEXPOOL, LOGIC, AND WILMINGTON TRUST; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That the following elected or appointed City officials:

Bryan McNeal, Mayor

Daniel Tucker, Mayor Pro Tem

Angela Jennings, City Secretary

Jeff White, Finance Director

are hereby authorized signatories for the City of McLendon-Chisholm accounts with Alliance Bank, Tex Pool, LOGIC, and Wilmington Trust.

Section 3: That the City Secretary shall cause signature cards to be prepared and executed reflecting the intent of this Resolution.

Section 4: That this Resolution shall take effect immediately from and after its adoption, and it is so resolved.

PASSED AND APPROVED this day of , 2025

APPROVED:

Bryan McNeal, Mayor

ATTEST:

Angela Jennings, City Secretary



CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: January 21, 2025

Applicant: Tiffany & Juan Hinojosa
1733 Amalfi
Rockwall, Texas 75032

Representative: Tiffany Hinojosa

Property owner: Tiffany & Juan Hinojosa
1733 Amalfi
Rockwall, Texas 75032

Location: The property is approximately a 3.75-acre tract of land located at 3 Edwards Road, Rockwall, Texas 75032 with frontage along Edwards Road located to the Northeast of Dowell Road. Block 1, Lot 1A contains 1.881 acres of land and Lot 1B contains 1.875 acres of land. The Rockwall CAD property identification number is: 82449.

CITY COUNCIL MEETING DATE: January 28, 2025

REQUEST:

The applicant is requesting approval of a final plat that provides for the creation of 2 single-family lots on 3.75 acres of land located generally at 3 Edwards Road with frontage along Edwards Road. This application is administratively complete and in conformity with the City of McLendon-Chisholm Code of Ordinances.

Consent Agenda Justification:

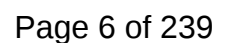
- This tract of land is being divided into 2 separate lots on a 3.75-acre tract of land.
- This tract of land is located within the McLendon-Chisholm ETJ area and therefore plat approval is ministerial.

PLANNING AND ZONING RECOMMENDATION: Approval.

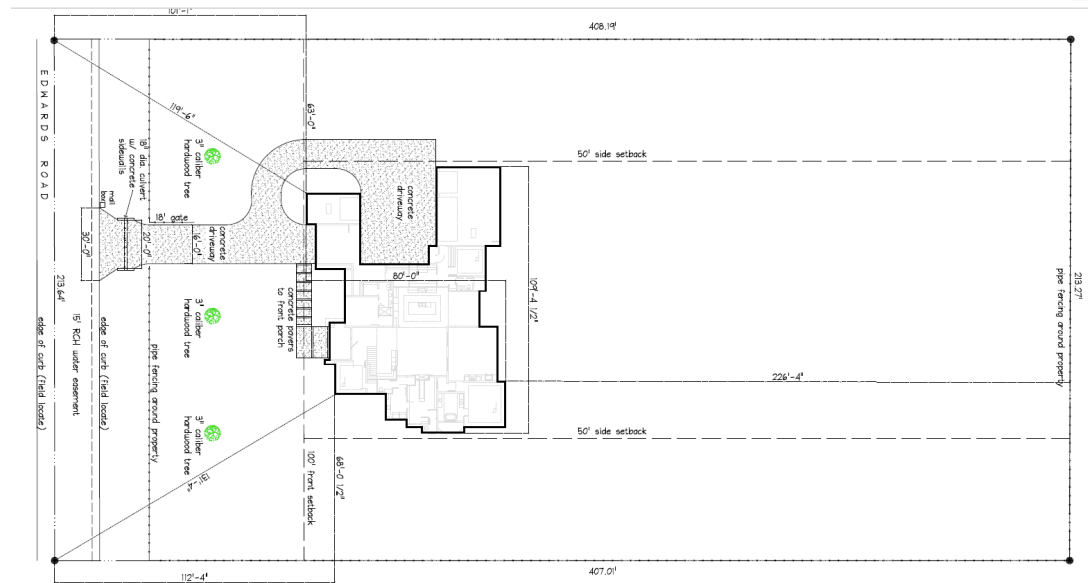
STAFF RECOMMENDATION: Approval.

This application is administratively complete and complies with the McLendon-Chisholm subdivision regulations.

Requested Final Plat:



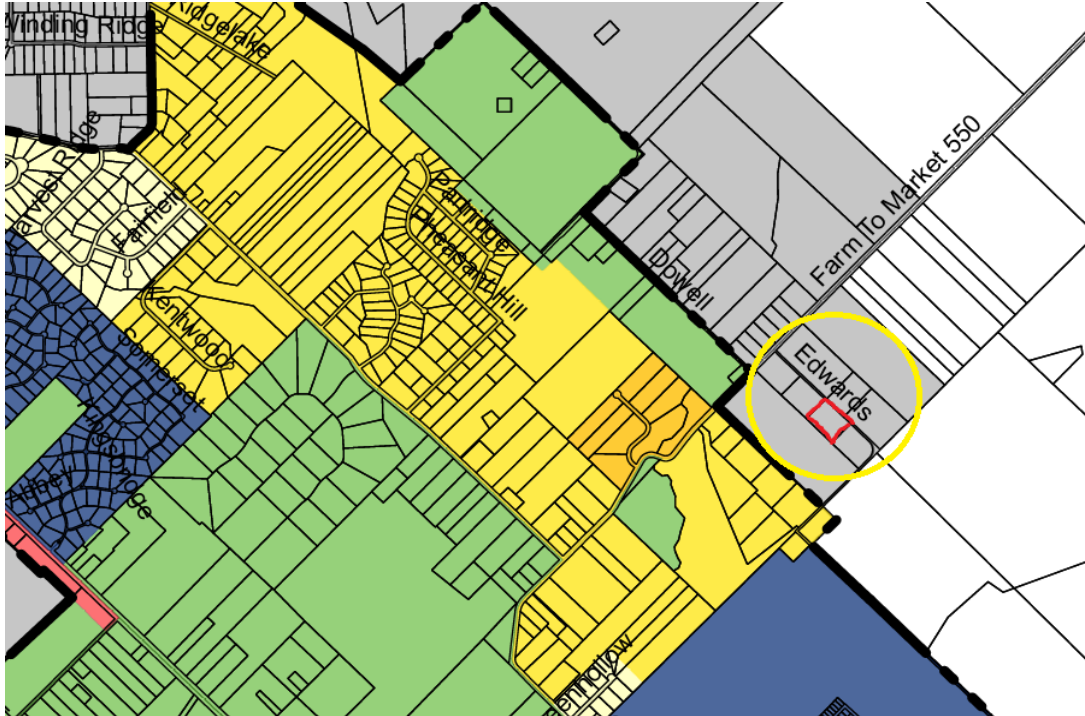
Requested Site Plan:



BACKGROUND INFORMATION:

This final plat is within the city of McLendon-Chisholm's ETJ area.

Previous Zoning Map [shows property as originally zoned – boxed in RED, circled in YELLOW]





CITY OF McLENDON-CHISHOLM
PLAT APPLICATION

Application Date: 1-14-2025

Items Submitted. Check all that Apply:

☐ Preliminary Plat: \$350 per lot + \$20 per acre (acreage rounded to the nearest whole acre) + ALL Consulting Costs

☐ Final Plat: \$300 per lot + \$25 per acre (acreage rounded to the nearest whole acre) + ALL Consulting Costs

☐ Replat/Amended Plat: \$225 per lot + \$20 per acre (acreage rounded to the nearest whole acre) + ALL Consulting Costs

☐ Digital Copy of Submitted Plat/Plan (**REQUIRED**)

☐ Site Plan

☐ Concept Plan

☐ Planned Development

☐ Vacation of Plat

General Information:

Addition Name (if platted): Hinojosa Estates Current Zoning: ETJ

No. of Acres: 4 No. of Lots: 2 Proposed Zoning: _____

General Location of Property: 3 Edwards Rd.

Applicant Name: Tiffany Hinojosa & Tuan Hinojosa

Company Name: _____

Address: 3 Edwards Rd. City, State, Zip: Rockwall, TX 75032

011425
700,00 per ASA
PAID VIA CC - YR

Phone(s): 214-875-3333 & 469-268-5238 Email: Tiffany@itek.com.com

Owner Name: Tiffany Dunlap & Juan Arrojosa

Address: 1733 Amalfi City, State, Zip: Rockwall, TX 75082

Phone(s): _____ Email: _____

Legal Description of the Property: A0181 JW Pitman Tract 1-22 ACR ES 4.69

County Parcel ID: _____

Other Information: _____

Development Fees & Consulting Costs

The City recognizes that professional guidance is necessary when undertaking any land use project including platting, zoning or Board of Adjustment applications. Therefore, the city will provide a one-hour OR 2 one-half hour complimentary professional consultation with the City Planner and/or City Engineer. These complimentary professional consultation(s) will be arranged by City Staff. Limit of one complimentary consultation per project.

The applicant must pay the actual fee (very small & simple projects) or deposit the estimated fee with the city prior to consultant review of any application. Should the actual consultant cost exceed the estimate, the applicant will be invoiced for amounts owed. Unused deposit monies will be refunded to the applicant within 60 days of project conclusion.

I hereby certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application. All information submitted herein is true and correct and the application fee of \$ 700 to cover the cost of this application has been paid to the City of McLendon-Chisholm on this 14th day of January, 2025.

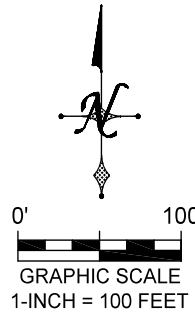
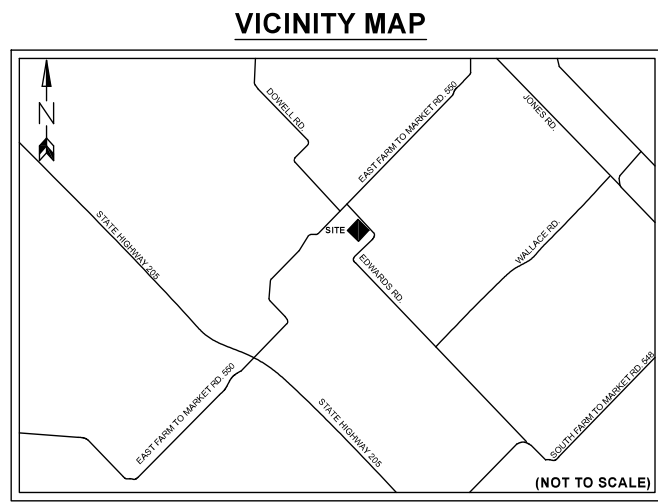
Further, I hereby certify that I understand and agree to the development fees and costs as stated above and agree to pay all outstanding fees and costs to the City prior to the application being placed on the agenda for consideration by the Planning and Zoning Commission and/or City Council.

Signature of Applicant: _____

A handwritten signature in black ink, appearing to read "J. Hinojosa", written over a horizontal line.

City Secretary: _____

(Seal)



APPROXIMATE LOCATION
GEORGE C. HAMPREY
ABSTRACT NO. 239

APPROXIMATE LOCATION
WILLIAM BRISCOE SURVEY
ABSTRACT NO. 188

CARLOS CAMPOS AND
CHRISTY CAMPOS
INST. NO. 2012-472047
R.P.R.C.T.

CHRISTAIN MORGENSTEM
INST. NO. 2017000004702
R.P.R.C.T.

JOSE DIAZ AND JUAN VAZQUEZ
INST. NO. 2023000006925
R.P.R.C.T.

LOT 2, BLOCK 1,
HINOJOSA ESTATES,
INST. NO. 20240000014370
O.P.R.C.T.

QUENTIN MATLOCK
INST. NO. 20170000013581
R.P.R.C.T.

VIRGINIA WESTBROOK, ZLATKO
BEJELES AND LAURA BEJELES
INST. NO. 20200000012684
O.P.R.C.T.

SAMUEL G. HAFERTEPE AND
LISA A. HAFERTEPE
INST. NO. 20170000020082,
R.P.R.C.T.

RCH WATER SUPPLY CORPORATION
INST. NO. 20240000004465
R.P.R.C.T.

SURVEYOR'S NOTES

1. ALL CORNERS ARE SET WITH A 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "BURNS SURVEYING" UNLESS OTHERWISE NOTED.
2. BASIS OF BEARINGS DETERMINED BY TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (2011).
3. THE PURPOSE OF THIS PLAT IS TO CREATE TWO (2) PLATTED LOTS FROM A TRACT OF LAND.
4. NO PORTION OF THE SUBJECT PROPERTY SHOWN HEREON IS LOCATED IN A FLOOD HAZARD AREA ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48397C0130L, DATED 06/26/2008, ZONE "X".

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF ROCKWALL
WHEREAS Juan Hinojosa and Tiffany Davila are the sole owners of a tract of land situated in the James W. Pitman SURVEY, Abstract No. 188, City of Rockwall (McLendon-Chisholm ETJ, Rockwall County, Texas, being Lot 1, Block 1, of Hinojosa Estates, an addition to the City of McLendon-Chisholm ETJ, according to the plat thereof recorded in Instrument No. 20240000014370, Official Public Records, Rockwall County, Texas, and being the same tract of land described in Deed to Juan Hinojosa and Tiffany Davila and being recorded under Inst. No. 20230000005935, Real Property Records of Rockwall County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the present Southwest line of Edwards Road, and being in the Northwest line of a tract of land described in deed to Samuel G. Hafertepe and Lisa A. Hafertepe, recorded in Instrument No. 20170000020082, Official Public Records, Rockwall County, Texas, and being the East corner of said Lot 1, Block 1;

THENCE South 44 deg. 25 min. 48 sec. West, a distance of 383.41 feet to a 1/2 inch iron rod found in the Northeast line of a tract of land described in deed to RCH Water Supply Corporation, recorded in Instrument No. 20240000004465, Official Public Records, Rockwall County, Texas, at the South corner of said Lot 1, Block 1;

THENCE North 45 deg. 31 min. 57 sec. West, with said Northeast line, a distance of 427.28 feet to a T post found at the South corner of Lot 2, Block 1, of said Hinojosa Addition, and being the West corner of said Lot 1, Block 1;

THENCE North 44 deg. 20 min. 20 sec. East, a distance of 382.01 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "Burns Surveying" set in the said present Southwest line of Edwards Road, at the common Northerly corner of said Lots 1 and 2, Block 1;

THENCE South 45 deg. 43 min. 12 sec. East, with said Southwest line, a distance of 427.89 feet to the PLACE OF BEGINNING and containing 163,641 square feet or 3.7567 acres of land.

SURVEYOR'S CERTIFICATE

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, Barry S. Rhodes, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I have prepared this plat from an actual survey of the land and that the corner monuments shown thereon were found and/or properly placed under my supervision in accordance with the platting rules and regulations of the City of McLendon-Chisholm, Rockwall County, Texas.

WITNESS MY HAND AT _____, TEXAS this _____ day of _____, 20____.

Barry S. Rhodes
Registered Professional Land Surveyor R.P.L.S. No. 3691

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the said County and State on this day personally appeared Barry S. Rhodes, R.P.L.S. 3691, State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

Notary Public in and for the State of Texas
My commission expires.

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Juan Hinojosa and Tiffany Davila, does hereby adopt this plat designating the herein-described property as HINOJOSA ESTATES, an addition to the City of Rockwall (McLendon-Chisholm ETJ), Rockwall County, Texas, and do hereby dedicate to the public use forever the all parks, public facilities, and easements shown hereon.

1. No buildings shall be constructed or placed upon, over, or across the utility easements as described herein.
2. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips, and any public utility shall at all times have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity of, at any time, procuring the permission of anyone.
3. The City of Rockwall (McLendon-Chisholm ETJ) will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision.
4. The developer and subdivision engineer shall bear total responsibility for storm drain improvements.
5. The developer shall be responsible for the necessary facilities to provide drainage patterns and drainage controls such that properties within the drainage area are not adversely affected by storm drainage from the development.

I further acknowledge that the dedications and/or exaction's made herein are proportional to the impact of the Subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City. I, my successors and assigns hereby waive any claim, damage, or cause of action that I may have as a result of the dedication of exactions made herein.

Witness my hand at _____, Texas, This _____ day of _____, 20____.

Tiffany Davila

STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, the undersigned, a Notary Public in and for the said County and State on this day personally appeared Tiffany Davila, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged and in the capacity therein stated.

Witness my hand at _____, Texas, This _____ day of _____, 20____.

Notary Public in and for the State of Texas
My commission expires.

STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, the undersigned, a Notary Public in and for the said County and State on this day personally appeared Juan Hinojosa, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged and in the capacity therein stated.

Witness my hand at _____, Texas, This _____ day of _____, 20____.

Notary Public in and for the State of Texas
My commission expires.

Witness my hand at _____, Texas, This _____ day of _____, 20____.

Juan Hinojosa

STATE OF TEXAS
COUNTY OF ROCKWALL

BEFORE ME, the undersigned, a Notary Public in and for the said County and State on this day personally appeared Juan Hinojosa, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged and in the capacity therein stated.

Witness my hand at _____, Texas, This _____ day of _____, 20____.

Notary Public in and for the State of Texas
My commission expires.

CERTIFICATE OF APPROVAL

Planning & Zoning Commission, Chairman _____ Date _____

APPROVED: I hereby certify that the above and foregoing plat of an addition to the City of McLendon-Chisholm, Texas, was approved by the City Council of the City of McLendon-Chisholm on the _____ day of _____, 20____.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of Rockwall, County, Texas, within one hundred eighty (180) days from said date of final approval.

WITNESS OUR HANDS, this _____ day of _____, 20____.

Mayor, City of McLendon-Chisholm

City Secretary

PROPERTY ADDRESS: 3 EDWARDS ROAD,
ROCKWALL, TEXAS
OWNER: TIFFANY & JUAN HINOJOSA
ADDRESS: 1733 AMALFI
ROCKWALL, TX 75032



PROFESSIONAL LAND SURVEYORS
OFFICE: 2701 SUNSET RIDGE DR., ROCKWALL, TX 75032
- BARRY S. RHODES - RPLS NO. 3691 -
- FIRM NO. 10194366 -
WEBSITE: WWW.BURNSSURVEY.COM
PHONE: (214) 328-1090
JOB NO.: 202408192

PREPARATION DATE: 10/24/2024 - DRAWN BY: BW & TD

LEGEND

P.R.R.C.T.	PLAT RECORDS, ROCKWALL COUNTY, TEXAS
D.R.R.C.T.	DEED RECORDS, ROCKWALL COUNTY, TEXAS
O.P.R.C.T.	OFFICIAL PUBLIC RECORDS, ROCKWALL COUNTY, TEXAS
C.M.	CONTROLLING MONUMENT
VOL.	VOLUME
P.G.	PAGE
INST. NO.	INSTRUMENT NUMBER
IRF	IRON ROD FOUND
IRS	IRON ROD SET WITH A YELLOW PLASTIC CAP STAMPED "BURNS SURVEYING"
⊙	POINT FOR CORNER

FINAL PLAT HINOJOSA ESTATES LOTS 1A & 1B, BLOCK 1

BEING A REPLAT OF LOT 1, BLOCK 1, OF HINOJOSA ESTATES, AN ADDITION IN THE E.T.J. OF THE CITY OF MCLENDON CHISHOLM, ROCKWALL COUNTY, TEXAS, LOCATED IN THE JAMES W. PITMAN SURVEY, ABSTRACT NO. 188, ROCKWALL COUNTY, TEXAS

SHEET 1 OF 1

DEVELOPMENT AGREEMENT
Sonoma Verde East

This Development Agreement (this "Agreement") is executed between TDI GP, LLC (the "Owner") and the City of McLendon-Chisholm, Texas (the "City"), each a "Party" and collectively the "Parties" to be effective upon the date the Owner purchases the hereinafter defined Property (the "Effective Date"). If the Owner does not purchase the Property by December 31, 2025, this Agreement shall automatically be void and of no further force or effect on such date.

ARTICLE I
RECITALS

WHEREAS, Owner has entered into a contract to purchase the approximately 148.896-acre tract of land described by metes and bounds and depicted on Exhibit A (the "Property"); and

WHEREAS, the Property is located in the City's extraterritorial jurisdiction contiguous to the City's existing corporate limits and not within the ETJ or corporate limits of any other town or city; and

WHEREAS, the City's Comprehensive Plan adopted pursuant to the authority granted by Chapter 213 of the Texas Local Government Code states, "[t]here may be times when it is in the City's best interest to compromise on lot sizes, density . . . to obtain a greater outcome overall;" and

WHEREAS, the City finds that the development of the Property pursuant to the terms of this Agreement is consistent with the City's Comprehensive Plan and in the best interest of the City to obtain a greater outcome overall for the City; and

WHEREAS, the Parties intend for the Property to be annexed into the City's corporate limits and developed in accordance with the terms of this Agreement; and

WHEREAS, RCH Water Supply Corporation ("RCH") holds the water certificate of convenience and necessity ("CCN") for the Property, and the Parties intend that if the City is unable to secure the ability to provide retail water service to the Property, then RCH will likely be the retail provider of water service to the Property; and

WHEREAS, there is no wastewater CCN for the Property, and the Parties intend that sewer service will be provided to the Property in accordance with the terms of this Agreement; and

WHEREAS, pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the City has and will exercise exclusive jurisdiction over the subdivision and platting of the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure ("Public Infrastructure") to serve the Property, and Rockwall County shall have no jurisdiction over such matters at any time during the term of this Agreement, including while the Property is located in the City's ETJ; and

WHEREAS, Public Infrastructure is not currently available to serve the Parties' intended development of the Property; and

WHEREAS, due to the location and other natural features of the Property, the cost of the Public Infrastructure does not allow the Parties' intended development of the Property in a cost-effective and market-competitive manner; 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 City agrees to consider the creation of a Public Improvement District encompassing the Property (the "PID") pursuant to Chapter 372, Texas Local Government Code (the "PID Act") to finance the Public Infrastructure and other public improvements that confer a special benefit on the Property in the PID (collectively, the "Public Improvements") as set forth in this Agreement; and

WHEREAS, the Parties intend for the PID to be used to finance the design, construction, and installation of the Public Improvements, and any other Authorized Improvements contained in Section 372.003 of the Local Government Code, through the levy and collection of special assessments against the Property and the City's issuance of PID bonds secured by such special assessments and by other legally available sources of bond security (the "PID Bonds"); and

WHEREAS, the Parties intend for the development of the Property to be of a comparable or better quality to the Sonoma Verde development, which is governed by the following (the "Sonoma Verde Development Agreement"): that certain Development Agreement dated effective June 11, 2007, executed by the City and Chisholm Properties, L.P., as amended by that certain First Amendment to Development Agreement dated effective January 28, 2008, that certain Second Amendment to Development Agreement dated effective September 25, 2012, and that certain Third Amendment to Development Agreement dated effective January 14, 2014, approved by the City; and

WHEREAS, the Parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.172 of the Texas Local 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 to by the Parties, the Parties agree as follows:

ARTICLE II
DEVELOPMENT REGULATIONS

2.1 Governing Regulations.

(a) Development of the Property is governed solely by the following development regulations (collectively, the "Governing Regulations"):

(i) The Concept Plan attached as **Exhibit B** (the "Concept Plan");

(ii) the development regulations set forth on **Exhibit C** (the "Development Regulations");

(iii) the subdivision regulations of the City in effect on the Effective Date and the modifications thereto attached as **Exhibit D** and the street sections attached as **Exhibit E** (collectively, the "Subdivision Regulations");

(iv) the engineering standards of the City in effect on the Effective Date and the modifications thereto attached as **Exhibit F** (the "Engineering Standards");

(v) the comprehensive zoning ordinance of the City applicable to the Sonoma Verde development based on the terms of the Sonoma Verde Development Agreement (the "Zoning Ordinance"); and

(vi) the building codes of the City in effect on January 28, 2025 (the "Building Codes").

(b) General conformance with the Concept Plan is required. Phasing, roadway layouts, and acreages shown on the Concept Plan are preliminary and subject to change at the time of platting.

(c) The Governing Regulations are exclusive, and no other City-adopted ordinances, rules, regulations, standards, policies, orders, guidelines, or other City-adopted or City-enforced requirements of any kind (including but not limited to any moratorium adopted by the City after the Effective Date or any regulations for annexation) apply to the development of the Property; provided, however, pursuant to Section 245.002(d), a permit holder, including, but not limited to, the Owner, may take advantage of recorded subdivision plat notes, recorded restrictive covenants required by a regulatory agency, or a change to the laws, rules, regulations, or ordinances of a regulatory agency that enhance or protect the project, including changes that lengthen the effective life of the permit after the date the application for the permit was made, without forfeiting any rights under Chapter 245, Texas Local Government Code or this Agreement. To the extent any provision in the Subdivision Regulations, Engineering Standards, Zoning Ordinance, or Building Codes is inconsistent with State law, such provision shall be deemed to be of no force or effect without any further action by the Parties, and State law shall apply, and nothing herein shall be deemed to be a waiver by either Party of any State law. Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the Parties agree that the Governing Regulations shall include the City's exercise of exclusive jurisdiction over the

subdivision and platting of the Property and the design, construction, installation, and inspection of Public Infrastructure. A development application, including, but not limited to, a preliminary plat and a final plat, shall be approved if it complies with the Governing Regulations. Notwithstanding the provisions in this Section 2.1, the Parties agree that, in addition to the Governing Regulations, federal and state requirements may apply.

(d) In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement controls. In the event of any conflict between the Development Regulations and any of the other Governing Regulations, the Development Regulations control. In the event of any conflict between any approved preliminary or final plat for all or any portion of the Property and any of the other Governing Regulations, the approved plat shall control.

ARTICLE III

DEVELOPMENT PROCESS

3.1 Jurisdiction. Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the Parties intend that the City shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, and the design, construction, installation, and inspection of Public Infrastructure, and that Rockwall County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

3.2 Plat Approval and Public Infrastructure. Subdivision of the Property requires approval of preliminary and final plats by the City in accordance with the Governing Regulations and this Agreement. Public Infrastructure must be designed to comply with the Governing Regulations.

ARTICLE IV

RETAIL UTILITY SERVICE

4.1 Retail Water Service. At this time, the City is not a retail water provider, but may in the future pursue the necessary steps to become a retail water provider, including securing a wholesale water supply through a qualified wholesale source of water. The City agrees that if the City is unable to provide retail water service to the Property at the time the preliminary plat is filed, then RCH or another retail water service provider who is willing and able to serve the Property may be the retail water service provider to the Property. If retail water is provided by an entity other than the City, the City intends to enter into an interlocal agreement with that entity prior to the levy of PID assessments and issuance of PID Bonds financing water Public Improvements.

4.2 Retail Sewer Service. There is no wastewater CCN for the Property. Based upon information furnished from Developer, the City acknowledges and agrees that there is sufficient available capacity to serve the full development of the Property with 455 single family equivalent units as contemplated by this Agreement (the "Available Capacity") pursuant to that certain Wastewater Interlocal Agreement between the City and the City of Rockwall dated March 24, 2009, and the Available Capacity is reserved for the development of the Property

during the term of this Agreement. The Owner agrees to make any required upgrades to the Sonoma Verde lift station and force main that connects to the Buffalo Creek interceptor, which will be constructed in the same manner and approximate location as the existing wastewater infrastructure located at Sonoma Verde and the force main to the Buffalo Creek Interceptor.

4.3 Wastewater Public Infrastructure. The Owner shall design and construct all of the wastewater Public Infrastructure to serve the Property, and capacity in this infrastructure shall be reserved for full development of the Property with 455 single family equivalent units as contemplated by this Agreement. The City agrees that a portion of the wastewater Public Infrastructure to serve the Property may be constructed in right of way owned by the City and/or the Texas Department of Transportation as depicted in the wastewater study attached hereto as **Exhibit G** (the "Wastewater Study"). The City has adopted a \$3,000 sewer tap fee per single family equivalent unit to connect to the Wastewater Public Infrastructure constructed by the Owner (the "Tap Fees"), and the City will collect the Tap Fees and pay \$1,800 from each Tap Fee collected to the Owner within 30 days after collecting such fees. If excess capacity exists and a third party requests a connection to such infrastructure, the City agrees that, as a condition precedent to such connection, the City will collect Tap Fees from such third party, and will pay \$1,800 from each Tap Fee collected from a third party to the Owner within 30 days after collecting such fees. Payments pursuant to this section are grants authorized by Chapter 380, Texas Local Government Code, and this Agreement is considered a Chapter 380 program. The Owner's funding or construction of the wastewater Public Infrastructure is the performance standard required for the grants provided by this section.

4.4 Roadways. The Owner shall design and construct the roadway Public Infrastructure depicted on **Exhibit H** (the "Roadway Improvements"). The City agrees to waive the collection of roadway impact fees from the Property pursuant to Chapter 395, Texas Local Government Code as a grant authorized by Chapter 380. The City will charge a roadway capital recovery fee of \$2,000 per single-family residential dwelling unit within the Property, which is due and payable prior to the issuance of a building permit for each single-family residential dwelling unit (the "Roadway Capital Recovery Fee"). The City agrees and authorizes City staff, at Owner's expense, to exercise the City's power of eminent domain to acquire any offsite easements or right of way required to construct the Roadway Improvements. The Owner's funding of the costs described in this Section 4.4 is the performance standard required for the grants provided by this section.

4.5 Chapter 380 Reporting. The City agrees to timely report this Agreement to the State Comptroller in accordance with Section 403.0246 of the Texas Government Code and Chapter 380 of the Texas Local Government Code.

ARTICLE V

PUBLIC IMPROVEMENT DISTRICT

5.1 Consent to the PID Creation. Upon receipt of a petition that is in compliance with the PID Act, the City agrees to place an item on its agenda to consider creation of the PID encompassing the entire Property pursuant to the PID Act.

5.2 PID Financing. The Public Improvements to be funded by the PID will be described in the PID Service and Assessment Plan, which Public Improvements confer a special benefit on the Property (the "PID Projects"). The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The Owner will determine the PID Project Costs, and the City and the Owner will jointly prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property. The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) and 372.014 of the PID Act. Concurrent with the levy of PID assessments and as needed to implement the Service and Assessment Plan, the City and the Owner will enter into a PID reimbursement agreement that provides for the Owner's construction of certain PID Projects and the City's reimbursement to the Owner of certain PID Project Costs.

5.3 PID Bonds. Should the City Council approve the creation of the PID, the City agrees to consider the issuance of one or more series of PID Bonds to fund the Public Improvements. If the City issues PID Bonds, for each disbursement of funds from the bond improvement account funding the costs of the Public Improvements (the "Project Fund Disbursement"), the Developer agrees to pay the City an amount equal to: (i) two percent (2%) of the Project Fund Disbursement, which will be deposited into the City's general fund and may be used for any lawful purpose, for the time and effort expended by the City employees in connection with the approval and issuance of the PID Bonds and (ii) one percent (1%) of the Project Fund Disbursement, which will be deposited into a segregated account and shall remain separate and apart from all other funds and accounts of the City and shall only be used to fund City maintenance and repairs of all road and drainage Public Improvements within the Property after the two-year maintenance bond period terminates (in lieu of requiring a homeowners association to maintain such facilities) (collectively, the "City Payment"). The Developer shall make the City Payment within ten (10) business days of the receipt of each Project Fund Disbursement.

5.4 PID Notice. When selling any of the Property after the PID is created, the Owner shall provide notice to anyone who purchases property within the PID in the form and manner required by the Texas Property Code, as amended, including specifically Sections 5.014, 5.0141, 5.0142, and 5.0143.

5.5 Miscellaneous. If the City fails to create the PID on the Property within ninety (90) days after the Owner provides to the City a petition requesting PID creation, then the Owner, at the Owner's option, may terminate this Agreement in its entirety by providing written notice to the City. If the City fails to levy special assessments and issue PID Bonds related to any phase of the Property within one hundred and eighty (180) days after the Owner provides to the City all required documents to levy such special assessments and issue PID Bonds related to any phase of the Property, then the Owner, at the Owner's option, may terminate this Agreement in its entirety by providing written notice to the City.

ARTICLE VI **ANNEXATION**

6.1 **Annexation.** Except as provided below, the Property is immune from full purpose annexation by the City for the Term of this Agreement. The City agrees to consider Developer's petition to annex the Property in phases subject to the satisfaction of the following conditions precedent to annexation for the portion of the Property being annexed: (a) the City's creation of the PID in accordance with the PID Act and this Agreement; (b) the City's levy of PID assessments for all of the Public Improvements to serve the phase to be annexed; and (c) the City's issuance of PID Bonds to finance all costs associated with the Public Improvements to serve the phase to be annexed.

6.2 **Compliance with Section 212.172(b-1).** Pursuant to Section 212.172(b-1) of the Texas Local Government Code, at the time a municipality makes an offer to a landowner to enter into an agreement pursuant to Section 212.172, the municipality must provide the landowner with a written disclosure that includes: (1) a statement that the landowner is not required to enter into the agreement; (2) the authority under which the municipality may annex the land with references to relevant law; (3) a plain-language description of the annexation procedures applicable to the land; (4) whether the procedures require the landowner's consent; and (5) a statement regarding the municipality's waiver of immunity to suit. An agreement for which a disclosure is not provided in accordance with Subsection (b-1) is void. Developer acknowledges that the City provided to the Owner all of the documents described in (1)-(5) of this section, and that neither Party shall claim this Agreement is void on the basis that such disclosure was not provided in accordance with Section 212.172 of the Texas Local Government Code. Specifically, the City's statement disclosed to the Owner (1) that the Owner is not required to enter into this Agreement (2) that the City may annex the Property pursuant to Chapter 43, Texas Local Government Code and Section 212.172, Texas Local Government Code; (3) that annexation notices will be mailed and posted on the City's website, and an annexation public hearing will be held at which interested parties have the opportunity to be heard, after which the City will adopt an annexation ordinance annexing the Property consistent with the terms of this Agreement; (4) that such annexation and associated procedures require the Owner's consent, which is given pursuant to the terms of this Agreement; and (5) the City acknowledges its waiver of immunity to suit pursuant to Section 212.172(i), Texas Local Government Code.

6.3 **Annexation Services Agreement** In the event of a conflict between this agreement and any agreement with the city for services after annexation pursuant to Section 43.0672, Texas Local Government Code, this Agreement shall control, and all provisions in this Agreement that require the City to provide services to the Property shall be deemed to be incorporated into the separate annexation services agreement.

ARTICLE VII **ADDITIONAL PROVISIONS**

7.1 **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, must 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.

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

7.3 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.

7.4 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 (IF APPLICABLE), MANDAMUS, AND INJUNCTIVE RELIEF (IF APPLICABLE). NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement, except as provided in Section 5.5; or
- (b) entitle the City to suspend performance under this Agreement (including, but not limited to, withholding any type of development approval or municipal service) unless the portion of the Property for which performance is suspended is the subject of the default; or
- (c) affect any portion of the Property other than the platted lot or unplatted tax parcel that is the subject to the default; or
- (d) adversely affect or impair the current or future obligations of the City to provide service to the Property; or
- (e) entitle the aggrieved Party to seek or recover exemplary damages; or
- (f) withhold approval of any plat or other development permit or wrongfully condition or deny a plat or other development permit that meets the Governing Regulations; or
- (g) limit the Term.

7.5 Governmental Functions; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights, except as provided for in this Section. The Parties acknowledge that the City waives its governmental immunity from suit pursuant to Texas Local Government Code §212.172(i) for the purpose of adjudicating a claim under this Agreement.

7.6 Assignments. Owner has the right (from time to time without the consent of the City, but upon written notice to the City) 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 must be in writing executed by Owner and the Assignee and must 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 must be provided to all Parties within 15 days after execution. From and after such assignment, the City 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. An Assignee is a "Party" and the "Owner" for purposes of the obligations, rights, title, and interests assigned. The City shall not assign this Agreement.

7.7 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. 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 has been given a copy of the documents creating the lender's interest, including notice 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 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, this Agreement shall continue to bind the Property and shall 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. The City shall not 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.

7.8 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.

7.9 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in the deed records of Rockwall County. 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 an owner; (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 on which a building has been constructed; and (c) that the term "land use and development regulations that apply to specific lots" means all of the Governing Regulations.

7.10 Releases. From time to time upon written request of Owner, the City Administrator shall execute, in recordable form, a release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Governing Regulations.

7.11 Estoppel Certificates. From time to time upon written request of Owner, 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 is in compliance with its duties and obligations under this Agreement.

7.12 Notices. Any notices, certifications, approvals, or other communications required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the notice is delivered in person to the person to whose attention the notice is addressed with a confirming copy sent by e-mail; (ii) 10 business days after the notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid with a confirming copy sent by e-mail; or (iii) when the notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address with a confirming copy sent by e-mail. For the purpose of giving any notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending notice of such change to the other Party as provided in this section.

To the City:

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

With a copy to:

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

To the Owner:

TDI GP, LLC
Attn: Stephen Davis
15441 Knoll Trail, Suite 150
Dallas, Texas 75248
E-mail: sdavis@taylorduncan.com

With a copy to:

Attn: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail: misty.ventura@svlandlaw.com

7.13 RESERVATION OF RIGHTS. THIS AGREEMENT CONSTITUTES A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. EXCEPT AS PROVIDED IN THIS SECTION, THE OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND OWNER EXPRESSLY RESERVES) ANY RIGHT THAT OWNER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM: (A) OF "VESTED" OR "PROTECTED" DEVELOPMENT OR OTHER PROPERTY RIGHTS ARISING FROM CHAPTERS 43 OR 245, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, OR OTHERWISE ARISING FROM COMMON LAW OR OTHER STATE OR FEDERAL LAWS; (B) THAT THE APPLICATION OF THE GOVERNING REGULATIONS TO THE DEVELOPMENT OF THE PROPERTY VIOLATES ANY LOCAL, STATE, OR FEDERAL LAW; OR (C) THAT AN ACTION BY THE CITY CONSTITUTES A "TAKING" OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY OR AN ILLEGAL EXACTION.

7.14 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.

7.15 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by ordinance duly 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. Each Party 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 Section 212.172 of the Texas Local Government Code.

7.16 Entire Agreement; Severability. This Agreement constitutes 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, (a) 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, and (b) if it is determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ.

7.17 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.

7.18 No 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.

7.19 No Third Party Beneficiaries. 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.

7.20 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 30 days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, must 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" includes 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 related to an epidemic or pandemic, supply shortage delays, government acts, a state of emergency, a government order, or a quarantine.

7.21 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. Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

7.22 Iran, Sudan, and Foreign Terrorist Organizations. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company 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>.

The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable Federal law or Texas law and excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

7.23 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. Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

7.24 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,

(a) ‘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,

(b) ‘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

(c) '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.

Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

7.25 Affiliate. As used in Sections 7.21 through 7.24 of this Agreement, the Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

7.26 Survival. Notwithstanding anything contained herein, the representations and covenants contained in this Sections 7.21 through 7.24 of this Agreement shall survive termination of the Agreement until the statute of limitations has run.

7.27 Form 1295. The Parties acknowledge and agree that the Owner submitted to the City 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") at the time Owner submitted its signature page to this Agreement. The City hereby confirms timely receipt of the Form 1295 from the Owner pursuant to Section 2252.908, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The City waives all claims related to the validity and enforceability of this Agreement to the extent such claims are based on noncompliance with Section 2252.908, Texas Government Code.

7.28 Written Disclosure. The Parties acknowledge and agree that, with this Agreement and the provisions contained herein, City has provided to Owner the written disclosures required by Section 212.172(b-1) and Section 43.004 of the Texas Local Government Code, and the Parties hereby waive any claim that this Agreement may be void for failure to provide such disclosures.

7.29 Public Information. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General

or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and, to the extent such requirements apply to this Agreement, the Owner agrees that this Agreement may be terminated if the Owner knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and the Owner fails to cure the violation on or before the 10th business day after the date the City provides notice to Owner of noncompliance with Subchapter J, Chapter 552. To the extent Section 552.372, Texas Government Code applies to this Agreement, Owner is required to preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City for the duration of this Agreement; promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Owner on request of the City; and on completion of the Agreement, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City.

7.30 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.

7.31 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.

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

Exhibit A	Metes and Bounds Description and Depiction of the Property
Exhibit B	Concept Plan
Exhibit C	Development Regulations
Exhibit D	Subdivision Regulations
Exhibit E	Street Sections
Exhibit F	Engineering Standards
Exhibit G	Wastewater Study
Exhibit H	Roadway Improvements
Exhibit I	Trail Plan

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 _____, ____ by _____,
_____ of the City of McLendon-Chisholm, Texas on behalf of said city.

Notary Public, State of Texas

OWNER:

TDI GP, LLC
A Texas limited liability company

By: _____
Name: _____
Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on _____, ____ by
_____, _____ of TDI GP, LLC, a Texas limited liability company on behalf of said
company.

Notary Public, State of Texas

EXHIBIT A
METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE PROPERTY

148.896 ACRES

BEING a tract of land situated in the KING LATHAM SURVEY, ABSTRACT NO. 133, E.T.J. of McLendon-Chisholm, Rockwall County, Texas, and also being part of that tract as conveyed to T.A. Lewis, recorded in Volume 36, page 400, Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a point in the center of Edwards Road, said point being North corner of Bluebonnet Ridge Addition, and addition to the City of McLendon-Chisholm as recorded in Slide B, page 150 to 156, Map Records of Rockwall County, Texas, a 1/2" iron stake found for corner;

THENCE, along the Northerly line of Bluebonnet Ridge Addition, the following:

S. 43 deg. 42' 18" W., leaving the said centerline of Edwards Road, a distance of 189.00 feet to a 1/2" iron stake found for corner;

S. 12 deg. 57' 18" W., a distance of 90.00 feet to a 1/2" iron stake found for corner;

S. 58 deg. 42' 18" W., a distance of 306.00 feet to a 1/2" iron stake found for corner;

N. 38 deg. 47' 46" W., a distance of 122.99 feet to a 1/2" iron stake found for corner;

S. 59 deg. 59' 59" W., a distance of 2301.86 feet to a 1/2" iron stake set for corner;

THENCE, N. 45 deg. 11' 35" W., a distance of 1950.44 feet to a point in the centerline of Wallace Road, a 1/2" iron stake set for corner;

THENCE, N. 44 deg. 48' 25" E., along the centerline of Wallace Road, a distance of 2765.32 feet to a point in the centerline of Edwards Road, a 1/2" iron stake set for corner;

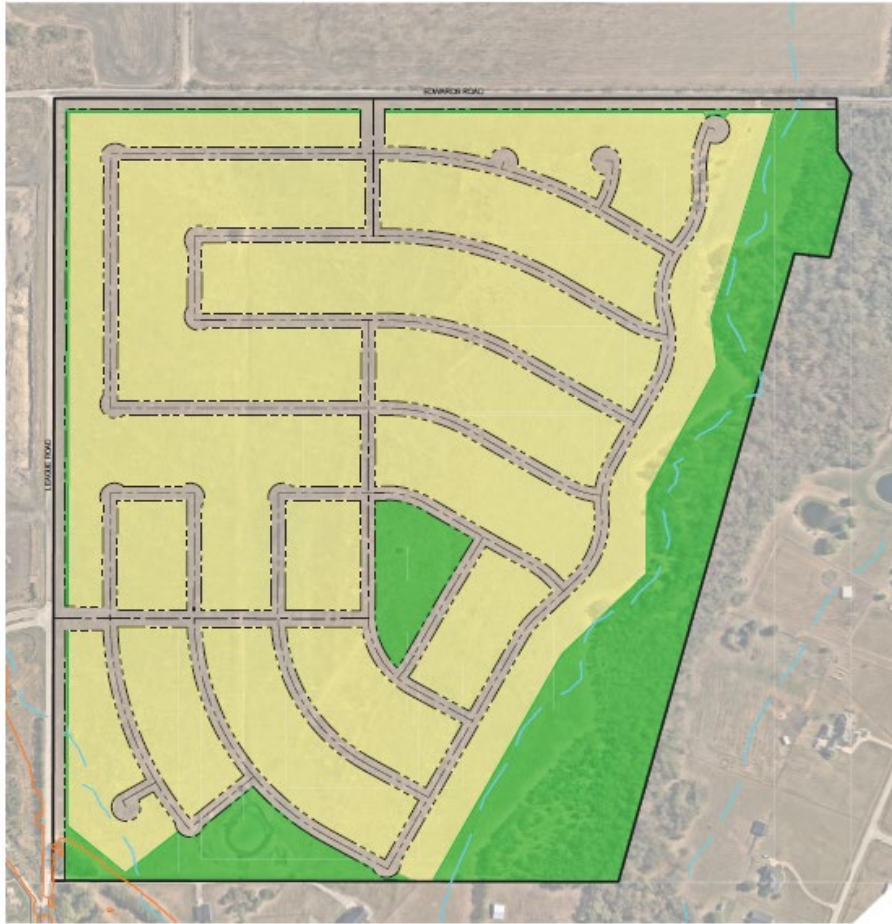
THENCE, S. 45 deg. 17' 45" E., along the centerline of Edwards Road, a distance of 2698.28 feet to the PLACE OF BEGINNING and containing 148.869 acres of land.



PRELIMINARY BOUNDARY EXHIBIT
Sonoma Verde East Tract
 City of McLendon Chisolm, Rockwall County, Texas
 July 2024
Kimley»Horn
 240 South California Circle, Suite 100
 Dallas, TX 75248
 Phone: (214) 343-1234
 Email: info@kimleyhorn.com
 Project No.: 2024-001

THIS EXHIBIT IS A PRELIMINARY BOUNDARY EXHIBIT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSE.

EXHIBIT B CONCEPT PLAN



THIS PLAN IS PREPARED FOR THE SONOMA VERDE EAST DEVELOPMENT AGREEMENT. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. ANY REUSE OF THIS PLAN FOR ANY OTHER PURPOSE IS AT THE USER'S SOLE RISK. THE USER ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM ANY REUSE OF THIS PLAN. THE USER'S USE OF THIS PLAN IS LIMITED TO THE PROJECT AND SITE IDENTIFIED HEREIN. ANY OTHER USE IS PROHIBITED. THE USER'S USE OF THIS PLAN IS LIMITED TO THE PROJECT AND SITE IDENTIFIED HEREIN. ANY OTHER USE IS PROHIBITED.

EXHIBIT B
Sonoma Verde East
January 2025

Kimley-Horn and Associates, Inc. is a professional engineering and planning firm. It is not to be used for any other purpose. Any reuse of this plan for any other purpose is at the user's sole risk. The user assumes all liability for any and all damages, including reasonable attorney's fees, arising out of or from any reuse of this plan. The user's use of this plan is limited to the project and site identified herein. Any other use is prohibited.

Kimley-Horn

401 South Chabot Avenue, Suite 100
Corte Madera, CA 94929
(415) 927-1200
www.kimley-horn.com

Professional Engineer License No. P-12345
Professional Planner License No. P-12345
Professional Engineer License No. P-12345

EXHIBIT C
DEVELOPMENT REGULATIONS

1. Platting of the Property is permitted prior to annexation of the Property into the City's corporate limits and prior to zoning of the Property.
2. The City agrees to consider zoning the Property as a planned development district that allows single family development as described in this Agreement, although nothing in this Agreement shall be construed as a requirement to zone the Property in any particular manner. No concept plan, development plan, or other type of drawing of the development shall be required in connection with the zoning of the Property. In the event of a conflict between this Agreement and any zoning of the Property, this Agreement shall control.
3. The maximum number of single family residential dwelling units permitted on the Property is 455.
4. The Property shall be developed with a trail system, which is generally depicted on **Exhibit I** (the "Trail Plan") attached hereto and is preliminary and subject to change by the Owner without further approval of the City at the time of platting.
5. Perimeter fencing, landscaping, buffering and screening shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement, except a solid masonry perimeter screening wall is permitted. Interior fencing may be wrought iron.
6. Building materials shall be governed exclusively by the building material requirements required by the Sonoma Verde Development Agreement and no other building design or aesthetic zoning regulations apply.
7. Building height and lot coverage shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement.
8. Street and right-of-way widths shall be governed by the requirements in the Sonoma Verde Development Agreement except as otherwise shown in the street sections attached to this Agreement and as follows:
 - a. The Owner shall construct one half of the four-lane undivided Edwards Road and League Road where each road abuts the Property as depicted on **Exhibit H**. Owner shall complete construction of the portion of Edwards Road and the portion of League Road abutting the Property, at the time a final plat is recorded for Owner's Property adjacent to the respective road.
 - b. Residential streets shall have a right-of-way width of 50 feet and a minimum pavement width of 31 feet measured from back of curb to back of curb.
9. Grading and drainage improvements shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement.
10. Tree preservation shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement.
11. Oil and gas drilling, extraction and related surface activities are prohibited on the Property.

12. The requirements in the following table shall apply to single family development. No base zoning district regulations from the Zoning Ordinance apply to the Property.

Development Standards	Single Family 7,200	Single Family 8,400
Minimum lot width	60'	70'
Minimum lot depth for cul-de-sac and eyebrow lots	100'	100'
Minimum lot depth	110'	115'
Minimum lot area	7,200 SF	8,400 SF
Minimum front yard building setback	20'	20'
Minimum rear yard building setback	10'	10'
Minimum side yard building setback	5' for interior side yards; 10' for corner lots	5' for interior side yards; 10' for corner lots
Minimum home size on maximum 20% of the lots at full build out	1,800 SF	2,000 SF
Minimum home size on the remainder of the lots	1,900 SF	2,100 SF

EXHIBIT D
SUBDIVISION REGULATIONS

Chapter 10

SUBDIVISION REGULATION

ARTICLE 10.01 GENERAL PROVISIONS (RESERVED)

ARTICLE 10.02 SUBDIVISION ORDINANCE

- § 10.02.001. Purpose.
- § 10.02.002. General.
- § 10.02.003. Definitions.
- § 10.02.004. Purpose, authority and jurisdiction.
- § 10.02.005. Preliminary plans and final plats.
- § 10.02.006. General requirements and design standards.
- § 10.02.007. Improvements.
- § 10.02.008. Landscape buffers.
- § 10.02.009. Floodplains.
- § 10.02.010. Drainage requirements.
- § 10.02.011. Street, alley and drainage maintenance and repair.
- § 10.02.012. Reservations.

- § 10.02.013. Variances.
- § 10.02.014. Penalty.
- § 10.02.015. Severability.
- § 10.02.016. Effective date.

ARTICLE 10.03 STANDARD STREET SPECIFICATIONS AND CONSTRUCTION DETAILS IN SUBDIVISIONS

- § 10.03.001. Subdivider financial responsibility and duty.
- § 10.03.002. Street paving strength requirements.
- § 10.03.003. Stabilization of the subgrade.
- § 10.03.004. Paving width requirements.
- § 10.03.005. Pavement slopes (traverse).
- § 10.03.006. Sawed dummy joints; expansion joints.
- § 10.03.007. Street arrangement.
- § 10.03.008. Speed limits.
- § 10.03.009. Street names.

SUBDIVISION REGULATION

ARTICLE 10.01
GENERAL PROVISIONS (RESERVED)

**ARTICLE 10.02
SUBDIVISION ORDINANCE**

§ 10.02.001. Purpose.

- (a) Under the provisions of the Constitution and laws of the State of Texas, including particularly chapter 212 of the Texas Local Government Code, as heretofore or hereafter amended, hereafter every owner of any tract of land situated within the city or within the extraterritorial jurisdiction of the city, who may hereafter divide the same in two or more parts described by metes and bounds or otherwise for the purpose of laying out any subdivision of such tract of land or any addition to the city; or for laying out suburban, building or other lots, or to lay out streets, alleys, squares, parks, or other parts, are required to submit a plat of such subdivision or addition for approval by the governing body of the city. The rules and regulations of the city established by ordinance governing plats and subdivisions of land be and the same are hereby extended to and shall apply to all of the area under the extraterritorial jurisdiction of the city.
- (b) On and after the passage of this article, any person, firm or corporation seeking approval of any plat, plan or replat of any subdivision of land within the city, and its legally established extraterritorial jurisdiction shall be required to comply with the requirements of this article before such approval may be granted.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-1)

§ 10.02.002. General.

These regulations shall govern every person, firm, association or corporation owning any tract of land within the city limits who may hereafter divide the same into two or more parts for the purpose of laying out any subdivision of any tract of land or any addition to the city, or for laying out suburban, building or other lots, or for laying out any streets, alleys, squares, parks or other portions intended to be dedicated for public use, or other portions intended for public use, or the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks or other parts.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-2)

§ 10.02.003. Definitions.

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

The word “shall” shall be deemed as mandatory. The word “may” shall be deemed as permissive.

Administrative officers. Any officers referred to by title, i.e., city manager, city attorney, city secretary, city engineer, director of public works, etc., and shall be the person so retained in this position by the city, or his duly authorized representative.

Alley. Minor way used primarily for vehicular service to the rear or side of properties otherwise abutting on a street.

Building line. A line beyond which any structure must be set back from the street or road right-of-way line or property line.

City or the city. The City of McLendon-Chisholm.

City council. The governing body of the city.

Codes. Any adopted set of regulations. All improvements within the city shall be in accordance with the codes adopted by the city.

Collector street. A street which is continuous through several residential districts and is intended as a connecting street between residential districts and thoroughfares, highways, or business districts.

Commission. The city planning and zoning commission, if active. If inactive, then commission shall refer to the city council as the authority for plat review, study and approval.

Cul-de-sac. A short residential street having but one vehicular access to another street and terminated by a vehicular turn-around.

Dead-end street. A street with only one outlet. There shall be no dead-end streets without a cul-de-sac turn-around.

Easement. An area on private property designated for some specific purpose, together with the uninhibited right of access and use of said area as long as this purpose is served.

Engineer. The city engineer, the city's consulting engineers, or their duly authorized representatives.

Final plat. Any plat or any lot, tract, or parcel of land that is to be recorded of record in the deed records of the county.

Master plan. The comprehensive plan of the city and adjoining areas as adopted by the city council, including all its revision. This plan indicates the general location recommended for various land uses, transportation routes, public developments and improvements.

Owner, subdivider, or owner/subdivider. As used herein shall refer to the person or entity owning the property in fee simple or possessing the lawful authority to subdivide or convey the property. It shall also include the duly authorized agent or representative of the owner of the real estate or a person holding a lawful and valid power of attorney concerning the property.

Plat. A subdivision exhibit, legal description, plans and necessary signature blocks.

Preliminary plan. Any plat of any lot, tract, or parcel of land that is not to be recorded of record but is only a proposed division of land for review and study by the city.

Replatting. The resubdivision of any part or all of any block or blocks of a previously platted subdivision, addition, lot or tract.

Residential street. A street which is intended primarily to serve traffic within a neighborhood or limited residential district and which is used primarily for access to abutting properties.

Resubdivision. The division of an existing subdivision, together [with] any change of lot size therein, or with the relocation of any street lines.

Street. A way for vehicular traffic whether designated a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place or however otherwise designated.

Street right-of-way width. The shortest distance between the lines, which delineate the rights-of-way of a street.

Subdivision. The division of a tract or parcel of land into two or more parts or lots for the purpose, whether immediate or future, of sale, building, development, or transfer of ownership, and shall include resubdivision.

Thoroughfare. A principal traffic thoroughfare more or less continuous across the city which is

intended to connect remote parts of the city, or areas adjacent thereto, and act as a principal connecting street with state and interstate highways.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-3)

§ 10.02.004. Purpose, authority and jurisdiction.

- (a) Under the authority of chapter 212 of the Texas Local Government Code, which is hereby made a part of these regulations, the city does hereby adopt the following regulations to hereafter control the subdivision of land within the corporate limits of the city and in the unincorporated areas lying within the extraterritorial jurisdiction of the city limits, in order to provide for the orderly development of the areas and to secure adequate provision for traffic, light, air, recreation, transportation, water, drainage, sewage, and other facilities.
- (b) Any owner of land located inside of or within the extraterritorial jurisdiction (i.e., within one-half mile) of the city wishing to subdivide such land shall submit to the city a plan of the proposed subdivision which shall conform to the minimum requirements set forth in these regulations. An owner subdividing his land into parcels of not less than five acres each for agricultural use and not involving new streets shall be exempt from these requirements.
- (c) An owner of land within the city or within its extraterritorial jurisdiction shall submit to the city a plan of the proposed subdivision which shall conform to the minimum requirements set forth in these regulations if, in addition to the conditions set forth in the foregoing subsection (b) of this section, the owner intends to lay out suburban, building or other lots, to lay out streets, alleys, squares, parks, or other parts to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to said streets, alleys, squares, parks, or other parts. An owner who intends to build on or improve any unplatted tract of real property within the city or within its extraterritorial jurisdiction shall conform to the minimum requirements set forth in these regulations if the owner must dedicate, convey, transfer, create or otherwise set aside easements for public utilities.
- (d) No subdivision plat shall be filed or recorded, and no lot in a subdivision inside of or within one-half mile of the corporate limits of the city shall be improved or sold, until a plat thereof shall have been first approved by the city council. The city shall have the authority to prohibit the installation of public utilities in unapproved streets and to prohibit the issuance of building permits for structures on lots abutting on unapproved streets.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-4)

§ 10.02.005. Preliminary plans and final plats.

(a) Procedure.

- (1) A preliminary plan of any proposed subdivision shall first be filed by the property owner or his duly appointed representative with the city secretary and submitted to the planning and zoning commission for review, study, and recommendation to the city council before the owner proceeds with the final plat of record. Following recommendation by the commission, the preliminary plan shall be submitted to the city council commission for review, study, and approval. This preliminary plan shall be drawn to a scale not to exceed 200 feet to the inch.
- (2) The preliminary plat shall contain the following information:
 - (A) Existing features inside subdivision.

- (i) The existing boundary lines of the land to be subdivided. Boundary lines shall be drawn in heavy [lines] for easy identification, complete with bearings and distances.
 - (ii) The location of existing watercourses, railroads, and other similar drainage and transportation features.
 - (iii) The location and width of existing streets, alleys, easements, pipelines, watercourses, location and site of any existing water or sewer mains.
 - (iv) An accurate legal description of the land to be subdivided.
- (B) Existing features outside subdivisions.
- (i) The name and property lines of adjoining property owners with legal file reference.
 - (ii) The name and location of adjacent subdivisions, streets, easements, pipelines, watercourses, and location and site of any existing water or sewer mains.
- (C) New features inside subdivision.
- (i) The proposed name of the subdivision.
 - (ii) The location, right-of-way width and names of proposed streets.
 - (iii) The approximate width and depth of all lots. If the side lines are not parallel, the approximate distance between them at the building line and at the narrowest point should be given.
 - (iv) The location of building lines, alleys and easements.
 - (v) The location and approximate size of sites for schools, churches, and parks and other special land uses, intended to be dedicated to public use or reserved for common use of owners in the subdivision.
 - (vi) The approximate acreage of the property to be subdivided.
 - (vii) A proposed utility ~~plant~~ ^{plan} should be included and where, unusual grade conditions exist, the city's engineer may require preliminary street grades.
 - (viii) The proposed use of any land contained in the subdivision that is not within the boundaries of lots or street right-of-way.
- (D) Key map. A key map showing relation of subdivision of well-known streets in all directions to a distance of at least one mile.
- (E) Title, etc. The date, scale, north point and title under which the plat is to be recorded, with the name of the owner and engineer platting the tract.
- (3) Submission. The city shall be furnished with ten legible prints of the preliminary plan and with ten copies of a letter of transmittal stating briefly the type of street surfacing, drainage, ~~results of site soil test reports~~, sanitary facilities, and water supply proposed, and the name and address of the owner or agent and engineer, together with a written

application for approval on a form prescribed by the city. The prints, letters and application shall be filed with the city secretary at least ten but not more than 21 consecutive calendar days before the next available meeting of the planning and zoning commission at which such preliminary plan is to be considered. A preliminary plan application filed prior to the 21st day preceding the next succeeding regular meeting may be considered as having been filed on the 21st day preceding the meeting. A preliminary plan application filed within ten days of the next succeeding regular meeting shall be considered as having been filed on the 21st day preceding the second succeeding regular meeting. A plan application which is not accompanied with the prescribed filing fees will not be considered as having been filed.

- (4) Approval. The planning and zoning commission shall recommend that the preliminary plan be approved, conditionally approved or disapproved within 30 days of the date that the plan is considered to have been filed. The city council shall approve, conditionally approve or disapprove the preliminary plan within 30 days of the date that the commission makes its recommendation. Approval of the preliminary plan shall not constitute final acceptance of the final plat.

recording of a final plat for all or portion of the area within the preliminary plan, whichever is later.

Preliminary approval will expire ~~six~~ ^{thirty-six} months after the approval by the city council of the preliminary plan or ~~final sections thereof~~, except that if the owner shall apply in writing prior to the end of such ~~six~~ ^{thirty-six} month period setting forth reasons for needing the extension, this period may be extended for another six months but not beyond a total of one year.

- ^{surveyor} (b) Final plat. After approval of a preliminary plan by the city council, a final plat, prepared by a registered ~~engineer~~ and bearing his seal, shall be submitted to the city council by filing in the office of the city secretary. Such plat shall have all changes and alterations made on it that were required on the previously submitted preliminary plan.

- (1) Sheet size and scale. All final plats shall be drawn ~~in India ink or comparable on tracing cloth or plastic tracing~~ ^{on} sheets 24 inches by ~~30~~ ³⁶ inches and to a scale of one inch equals ~~100~~ ²⁰⁰ feet or in accordance with the county final plat requirements. Where more than one sheet is required, an index sheet of ~~maximum size 18 inches by 27 inches~~ shall be filed showing the entire subdivision.

- (2) The final plat shall contain the following information.

(A) Existing features inside subdivision.

- (i) The existing boundary lines with accurate distances and bearings of the land to be subdivided. Boundary lines shall be drawn in heavy [lines] for easy identification.
- (ii) The location of existing watercourses, railroads, and other similar drainage and transportation features.
- (iii) True bearings and distances to the nearest established street lines, official monuments, or subdivision corners.
- (iv) The location and width of existing ^{and proposed} streets, alleys, easements, rights-of-way, buildings, and structures to be retained.
- (v) ~~Topographical information with contour lines at one-foot intervals.~~

to be shown on engineering drawing only, not of final plat

- (vi) An accurate location of the subdivision in reference to the deed records of the county which shall include the volume and page of the deed of the property to be subdivided.
- (B) Existing features outside subdivision.
 - (i) The name and property lines of adjoining subdivisions and of the adjoining property owners, together with the respective plat or deed references.
 - (ii) The name and location of adjacent streets, alleys, driveways, easements, watercourses, etc.All lines outside of subdivision boundaries shall be dashed.
- (C) Streets, alleys, easements. Engineering construction standards for inspections are set forth in appendix 1.¹

The lines and names of all proposed streets or other ways or easements to be dedicated to public use shall be shown on the final plat with the following engineering data:

 - (i) For streets. Complete curve data (delta, length, radius, tangent, point of curve, point of reverse curve, point of tangent) shown on the centerline on each side of street; length and bearings of all tangents; dimensions from all angle points and points of curve to an adjacent side lot line.
 - (ii) For watercourses and easements. Drainage easements will be provided covering all land within the subdivision that is subject to inundation by a 100-year storm. Lots that are adjacent to a major watercourse will show minimum finish ~~flood~~ elevations ~~two feet~~ one foot above the calculated 100-year flood elevation. floor
- (D) Lots and blocks. The lines and numbers of all proposed lots and blocks with complete bearings and dimensions for front, rear and side lot lines, and area of each lot.
- (E) Reservations. The use and property dimensions of all special reservations, including sites for schools, churches, and parks.
- (F) Monuments and control points.
 - (i) The description and location of all permanent survey monuments and control points.
 - (ii) Suitable primary control points to which all dimension bearings and similar data shall be referred. Dimensions shall be shown in feet and decimals of a foot.
 - (iii) Reference to source of bearing for legal description.
 - (iv) Reference to existence of any floodplain indication on FEMA map.

1. Editor's note—Appendix 1 is included as an attachment to this chapter.

- (G) Key map. A key map showing relation of subdivision to well-known streets in all directions to a distance of at least one mile.
- (H) Title, etc. The date, scale, north point and subdivision title, name and address, and seal of engineer.
- (I) Dedications and certificates. Such dedications and certificates as are applicable.
- (i) A certificate of dedication of all streets, public highways, alleys, parks, utility easements, and other land intended for public use forever, signed by the owner or owners ~~and by all other parties who have a mortgage or lien interest in the property~~ and acknowledged before a notary public. All deed restrictions that are to be filed with the final plat shall be shown or filed separately.
 - (ii) A waiver of claim for damages against the city occasioned by the establishment of grades or the alteration of the surface of any portion of existing streets and alleys to conform to the grades established in the subdivision.
 - (iii) Certification by a registered engineer or a licensed state land surveyor, duly licensed by the State of Texas, to the effect that the plan represents a survey made by him, and that all the necessary survey monuments are correctly shown therein.
 - (iv) The following certificates shall be placed on the final plat, in a manner that will allow the filling in of the certificate by the proper party:

“1.

Approved:

Mayor

Date

2.

Acknowledged:

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

Witness my hand this ____ day
____, 20____.

City Secretary, City of McLendon-Chisholm, Texas”

upon completion of public improvements within the plated area, or a surety bond is provided for the future completion of the public improvements within the platted area.

- (J) Special restrictions. Where restrictions of use of land, other than those given in these regulations, are to be imposed by the owner/subdivider, such restrictions

shall be placed on the final plat or on a separate instrument filed with the plat.

- (K) Tax certificates showing that all ad valorem taxes have been paid are to be submitted concurrent with the final plat.
- (3) Submission. The city shall be furnished with ten legible prints and the original tracing of the final plat at least ten but not more than 21 consecutive calendar days before the next available meeting of the planning and zoning commission at which such final plat is to be considered. One additional copy of the final plat together with engineering plans shall be submitted to city staff for review at least ten days prior to the submission of the final plat to the city council. A final plat filed prior to the 21st day preceding the next succeeding regular meeting of the commission may be considered as having been filed on the 21st day preceding the meeting. A final plat filed within ten days of the next succeeding regular meeting shall be considered as having been filed on the 21st day preceding the second succeeding regular meeting. A plat which is not accompanied with the prescribed filing fees will not be considered as having been filed.
- (4) Approval. Final approval will expire ~~one year~~ ^{24 months} after the city council action granting approval of any final plat unless that plat has been filed for record, except that if the owner/subdivider shall apply in writing prior to the end of such ~~one-year~~ ^{24 months} period, stating reasons for needing the extension, this period may at the discretion of the city council be extended for another year but not beyond that period. The owner/subdivider may obtain approval of a portion or a section of a subdivision for which tentative or conditional approval was obtained on a preliminary plan provided he meets all the requirements of this article with reference to such portion or section in the same manner as is required for a complete addition. The final plat shall not be filed of record until the subdivision has been constructed and accepted by the city.
- (5) The owner/subdivider may, at his option, elect to combine his preliminary plan and final plat of a subdivision whenever the tract of land:
- (A) Is to be resubdivided without a change of street locations, or is so situated that the pattern of streets in said tract is predetermined by streets of immediately adjacent adjoining recorded subdivisions;
 - (B) The proposed development will be of the same use and of comparable density as adjacent existing or contemplated development; and
 - (C) Is a minimum of two and one-half acres in total area.
- (6) Administrative approval of amending plats. The mayor and city administrator may jointly approve and issue an amending plat, which may be recorded and is controlling over the preceding plat without vacation of that plat, if the amending plat is signed by the applicants only and is solely for one or more of the following purposes:
- (A) To correct an error in a course or distance shown on the preceding plat;
 - (B) To add a course or distance that was omitted on the preceding plat;
 - (C) To correct an error in a real property description shown on the preceding plat;
 - (D) To indicate monuments set after the death, disability, or retirement from practice

of the engineer or surveyor responsible for setting monuments;

- (E) To show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat;
- (F) To correct any other type of scrivener or clerical error or omission previously approved by the city council, including lot numbers, acreage, street names, and identification of adjacent recorded plats;
- (G) To correct an error in courses and distances of lot lines between two adjacent lots if:
 - (i) Both lot owners join in the application for amending the plat;
 - (ii) Neither lot is abolished;
 - (iii) The amendment does not attempt to remove recorded covenants or restrictions; and
 - (iv) The amendment does not have a material adverse effect on the property rights of the other owners in the plat;
- (H) To relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement;
- (I) To relocate one or more lot lines between one or more adjacent lots if:
 - (i) The owners of all those lots join in the application for amending the plat;
 - (ii) The amendment does not attempt to remove recorded covenants or restrictions; and
 - (iii) The amendment does not increase the number of lots;
- (J) To make necessary changes to the preceding plat to create six or fewer lots in the subdivision or a part of the subdivision covered by the preceding plat if:
 - (i) The changes do not affect applicable zoning and other regulations;
 - (ii) The changes do not attempt to amend or remove any covenants or restrictions; and
 - (iii) The area covered by the changes is located in an area that the city council has approved, after public hearing, as a residential improvement area; or
- (K) To replat one or more lots fronting on an existing street if:
 - (i) The owners of all those lots join in the application for amending the plat;
 - (ii) The amendment does not attempt to remove recorded covenants or restrictions;
 - (iii) The amendment does not increase the number of lots; and
 - (iv) The amendment does not create or require the creation of a new street or

make necessary the extension of municipal facilities.

Notice, hearing, and the approval of other lot owners are not required for the approval and issuance of an amending plat.

- (c) Fees and charges. The schedule of fees and charges, as adopted and maintained in the offices of the city, shall be paid into the general fund of the city when any map, plan or plat is filed with the city secretary for city council review, study and approval, or is tendered to the city council. Each of the fees and charges set forth therein may be changed or modified by the city council as set forth in the city's master fee schedule. Each of the fees and charges provided therein shall be paid in advance and no action of the city council shall be valid until the fee shall have been paid. Unless otherwise exempted or waived, any map, plan or plat not accompanied with the required fee shall not be considered as filed. The city secretary shall calculate the fees and charges in accordance with the master fee schedule.
- (1) Any engineering fees and attorney's fees incurred by the city in the plat review process [shall be paid by the owner/subdivider]. Such charges and fees shall be paid by the owner/subdivider upon presentation of an invoice for said charges. Should the owner/subdivider fail to reimburse the city for such charges and fees, the city may withhold any future approvals and/or the issuance of any permits related to the subdivision or its development.
- (2) These fees shall be charged on all plats, regardless of the action taken by the city council and whether the plat is approved or denied, unless otherwise waived or exempted by the city council.
- (3) The owner/subdivider shall cause a cashier's check or certified check to be made payable to the city secretary to cover all recording fees involved in finishing the platting process and have this delivered to the city secretary 14 days prior to the submission for approval.
- (d) Maintenance bond. The owner/subdivider shall furnish a good and sufficient maintenance bond in an amount not to exceed ten percent of the total cost of all street and alley construction within the subdivision with a reputable and solvent corporate surety, in favor of the city, to indemnify the city or association of homeowners or property owners against any repairs which may become necessary to any part of the construction work performed in connection with the subdivision arising from defective workmanship or materials used therein, for a full period of two years from the date of final acceptance of the entire project. Final acceptance will be withheld until said maintenance bond is furnished to the city.
- (Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-5; Ordinance adopting Code)

§ 10.02.006. General requirements and design standards.

(a) Streets.

- (1) Conformity to major street plan. The width and location of streets shall conform to such major street plan as the city council may have adopted, both as to horizontal and vertical alignment and right-of-way widths.
- (2) Relation to adjoining street system. The proposed street system shall extend all existing major streets and such existing secondary and local-access streets as may be desirable for convenience of circulation. Where possible, the width and the horizontal

and vertical alignment of extended streets shall be preserved.

- (3) Street jogs. Where off-sets in street alignment are, in the opinion of the city council, unavoidable, such off-sets may be employed provided the distance between centerlines is not less than 125 feet.
- (4) Large-lot subdivisions. If the lots in the proposed subdivision are large enough to suggest resubdivision in the future, or if part of the tract is not subdivided, consideration must be given to possible future street openings and access to future lots which could result from such resubdivision.
- (5) Through traffic. Local residential streets shall be designed so as to discourage high-speed or through traffic.
- (6) Topography. The street system shall bear a logical relationship to the natural topography of the ground.
- (7) Street right-of-way widths. Street width and street right-of-way width shall be measured from front lot line to front lot line of opposite lots.
 - (A) Residential streets. Residential streets shall have a minimum right-of-way width of ~~60~~ ⁵⁰ feet. Paving shall be not less than 24 feet in width with three-foot shoulders without curbs or not less than 27 feet with curbs. ^{measured from back of curb}
 - (B) Collector streets. Collector streets shall have a minimum right-of-way width of ~~70~~ ⁶⁰ feet. Paving shall be not less than 24 feet in width with six-foot shoulders without curbs or not less than 37 feet with curbs. ^{measured from back of curb}
 - (C) Major thoroughfare. The width of major thoroughfares shall be determined by the city council or the city's master thoroughfare plan; however, this classification carries a minimum right-of-way of ~~100~~ ⁸⁰ feet and a maximum of 120 feet.
- (8) Street horizontal alignment. The maximum deflection in alignment permitted without use of curve shall not exceed one degree.
- (9) Major street curves. Curves along street centerlines shall conform to the following standards, with exceptions to these standards granted only by the city council:

Minor Arterial Streets shall have a minimum right-of-way width of 80-feet

Classification	Design Speed (MPH)	Centerline Radius (feet)	
		Desirable	Minimum
Major	55	1,000	800
Secondary	40	550	425
Local	30	300	200

- (10) Reverse curves. Reverse curves whenever possible shall be separated by a minimum tangent of 100 feet. ^{for arterial streets}
- (11) Vertical curves. Vertical curves shall be provided for all grade changes greater than one degree (see appendix 1).²

(12) Dead-end streets/culs-de-sac.

- (A) Turnarounds. Turnarounds are to have a minimum right-of-way radius of ⁵⁰60 feet and a pavement radius of ⁴⁰45 feet.
- (B) Maximum length. The maximum length of a dead-end street with a permanent turnaround or a cul-de-sac with a permanent turnaround shall be 600 feet.
- (C) Temporary turnaround. A temporary turnaround is to be provided at the end of streets more than 400 feet long that will be extended in the future. The following note should be placed on the plat: Cross-hatched area is temporary easement for turnaround until street is extended [give direction] in a recorded plat.

1,000 feet unless otherwise approved by the City Engineer due to topographic or other

(13) Street intersections.

- (A) Angle of intersection. Except where existing conditions will not permit, all streets, major and minor, shall intersect at a 90-degree angle. Variations of more than ten degrees on minor streets and more than five degrees on major or secondary streets must first be approved by the city council.
- (B) Radius at acute corners. Acute angle intersections approved by the city council are to have 25 foot or greater radii at acute corners.
- (C) Centerline tie with existing streets. Each new street intersecting with or extending to meet an existing street shall be tied to the existing street on centerline with dimensions and bearings to show relationship.

- (14) Partial or half-streets. Partial or half-streets may be provided where the city council finds that a street should be located on a property line. The following note shall be used in all such dedications: "This _____ foot strip is dedicated as easement for all utility purposes including storm and sanitary sewers and shall automatically become dedicated for street purposes when and insofar as a _____ foot strip adjacent to it is so dedicated and the required improvements are installed."

- (15) Reserve strips. Provisional one foot reserves may be used along the side or end of streets that abut acreage tracts, accompanied by a note on the plat that states as follows: "One foot reserve to become automatically dedicated for street purposes when adjacent property is subdivided in a recorded plat."

- (16) Street names. New streets shall be named so as to provide continuity of name with existing streets and so as to prevent conflict with identical or similar names in other parts of the city.

- (17) Street and alley maintenance. The repair and maintenance of all streets and alleys shall be the responsibility of the ~~abutting property owners or a valid and functioning~~ ^{city} association of homeowners or property owners within the subdivision. All applications for approval of any preliminary plan or final plat of a proposed residential subdivision in which the construction or placement of any streets or alleys is a component must be accompanied by true and correct copies of homeowner's association regulations or deed restrictions which require all street and alley maintenance to be the responsibility of a homeowner's association or abutting property owners.

2. Editor's note—Appendix 1 is included as an attachment to this chapter.

(b) Lots.

Lot size shall conform to the development agreement between the City and Chisholm Properties, LP dated 7-11-2007 and as amended by this Development Agreement

Minimum width shall conform to the development agreement between the City and Chisholm Properties, LP dated 7-11-2007 and as amended by this Development Agreement

Minimum depth shall conform to the development agreement between the City and Chisholm Properties, LP dated 7-11-2007 and as amended by this Development Agreement

- (1) Use. All lots shown on the plat will be for residential purposes unless otherwise noted. The standards that follow apply to residential lots.
- (2) Lot size. The minimum area of all lots shall conform with the city's comprehensive zoning ordinance. The minimum area of all lots shall be at least the size prescribed in the zoning regulations applicable to that district.
- (3) Minimum width. Lots with radial side lines diverging toward the rear shall have a minimum of 200 feet width, 75 feet behind the front property line, and lots that have radial side lot lines convergent toward the rear shall have a minimum of 200 feet width, 250 feet behind the front property line.
- (4) Minimum depth. No lot shall have a depth of less than 300 feet.
- (5) Lots on drainage easements. Minimum usable lot depths for lots backing on natural drainage easements shall not be less than 100 feet measured between front lot line and drainage easement.
- (6) Lot width definition. The lot width is the average of front and rear lot dimensions.
- (7) Lot shape. Lots should be rectangular insofar as practicable. Sharp angles between lot lines should be avoided. The ratio of depth to width should not ordinarily exceed two and one-half times.
- (8) Lot lines. Side lot lines should be perpendicular or radial to street frontage and the following note may be used in lieu of bearings: All side lot lines are either perpendicular or radial to street frontage unless otherwise noted.
- (9) Lot facing.
 - (A) Street frontage. Each lot shall be provided with adequate street access.
 - (B) Front facing. In general, an arrangement placing adjacent lots at right angles to each other should be avoided.
- (10) Lot numbering. All lots are to be numbered consecutively within each block. Lot numbering may be cumulative throughout the subdivision if the numbering continues from block to block in a uniform manner that has been approved on an overall preliminary plan.
- (11) Driveway restrictions. Rear and side driveway access to major thoroughfares shall be prohibited.

(c) Building lines.

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Side, front and rear shall conform to the development agreement between the City and Chisholm Properties, LP dated 7-11-2007 and as amended

- (1) Front street. The front building lines shall not be less than 75 feet from the front property line.
- (2) Side, rear. The side and rear building line setbacks shall be as set forth in the city's comprehensive zoning ordinance and the zoning regulations applicable to the district in which the property lies.

Alleys.

- (1) Alley width. Where provided, alley rights-of-way shall not be less than 20 feet.
- (2) Alley intersections. All alleys intersecting with another alley shall have a centerline radius of 40 feet, a property line radius of 30 feet, and shall conform to the standard details.
- (3) Dead-end alleys. Dead-end alleys will not be permitted. Alleys in new subdivisions shall connect to alleys in adjacent subdivisions wherever feasible.
- (4) Alleys required. Alleys shall be required in all business areas and in those portions of new residential subdivisions where partial blocks are needed to complete existing blocks with alleys.

(e) Easements.

- (1) Size. The size of easements for drainage shall be a minimum of 15 feet in width or as established by the city engineer.
- (2) Use. Where necessary, easements shall be retained for wires, conduits, storm sewers, sanitary sewers, water lines, open drains, gas lines or other utilities. Such easements may be required across parts of lots (including side lines), other than as described above, if in the opinion of the city council same is needed.
- (3) Underground utilities. All subdivisions shall place all utilities underground after the effective date of this article. Any 3-phase power shall be permitted overhead in designated areas.
- (4) Major trees within utility easements. Every precaution shall be utilized to protect the natural environment of the subdivision, preserving prominent trees wherever possible, and the owner/subdivider shall advise the city council of the necessity of destroying an inordinate amount of trees, and the method of restoration of the area in keeping with the spirit of the city.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-6)

§ 10.02.007. Improvements.

- (a) Monuments. Concrete monuments eight inches in diameter and 15 inches long shall be placed at reasonable intervals at all corners of the boundary lines of a subdivision. The exact intersection point on the monument shall be marked by a reinforcing bar one-half inch in diameter and 12 inches long embedded in the concrete monument.

Intermediate property corners, curve points and angle points shall be marked with a piece of one-half inch round reinforcing rod driven flush with the finished ground level or lower if necessary in order to keep same from being disturbed.

- (b) Other required improvements, see engineering and construction standards.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-7)

§ 10.02.008. Landscape buffers.

- (a) Street buffer. In all zoning districts, a 10-foot landscape edge or buffer must be provided along the entire length of the perimeter of a lot or subdivision where the perimeter is adjacent to a public or private street, exclusive of driveways and alleys. The paved and unpaved portion of any city right-of-way shall not be included in this 20-foot buffer.

an arterial street

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- (b) Zoning district buffer. Whenever a nonresidential use, mobile-home use, or multifamily use is adjacent to property used or zoned for single-family residential purposes, the more intensive land use shall provide a landscaped area edge of at least ten feet in width along the common property line.

- (c) Subdivision entryways.

These are for entrances along thoroughfares. These regulations do not include minor entrances off of collectors within the overall development limits.

- (1) Entryways into and exits from subdivisions shall be landscaped. Both sides of streets, whether public or private, which serve as a means of ingress or egress from residential subdivisions that consist of at least ten lots shall be landscaped on both sides of the entry or exit way.
- (2) Each landscape area shall consist of not less than 25 feet of frontage along the entry and exit way and 25 feet of frontage along the adjacent street, and shall have a depth of at least ~~20~~ ¹⁰ feet.
- (3) Subdivision entryway landscaping shall be designed so as to avoid an impairment of visibility of operators of motor vehicles entering and exiting the subdivision when the plant materials reach full maturity.
- (4) The developer and/or property owners of residential subdivisions that consist of ten or more lots shall have a homeowners' association that shall be responsible for the perpetual maintenance and upkeep of all landscape areas.

- (d) Plant materials.

- (1) Landscape buffers and landscaped areas of subdivision entryways shall be planted with at least one shade tree (minimum four inches in caliper measured at four feet above natural grade and 16 feet in height at time of planting) for each ~~20~~ ³⁰ linear feet or portion thereof of adjacent exposure.
- (2) When required to be planted, tree types should include trees identified in the "approved replacement tree list" of the city's Tree Preservation Code. Landscape buffers and areas shall also consist of shrubs, ornamental trees, ground cover, or sod. All plant materials shall conform to the requirements described in the most current edition of "American Standards for Nursery Stock" published by the American Association of Nurserymen.
- (3) No tree may be planted closer than five feet of the paved portion of any impermeable surface.
- (4) No plant material shall be planted or located in such a way that, at full maturity, the plant material may obstruct or impair the view of operators of motor vehicles on any public or private street or interfere with the use and maintenance of utility fixtures or equipment.
- (5) In the event that any plant materials shall die or be removed or destroyed within a period of one year after planting, the developer, property owner or homeowners' association shall replace the plant material with similar or suitable plantings.

- (e) Waivers by city council.

- (1) The city council may reduce the width of the required landscape buffer when the reduction is required for public improvements.

- (2) The city council may waive or modify any of the requirements of this section upon application by the developer, property owner or homeowners' association, following recommendation by the planning and zoning commission, when deemed to be in the best interests of the public health, safety, morals or general welfare.

final plat

(f) Landscape plans.

final plat

- (1) Prior to or simultaneously with the submission of an application for approval of a site plan or ~~preliminary plan~~, including replats of existing lots and subdivisions, a landscape plan must also be submitted.
- (2) The landscape plan must show the location, type and species of all plants and plant materials and must affirmatively show compliance with the requirements of this section.
- (3) Landscape plans shall make provisions for perpetual maintenance by the developer, property owner or homeowners' association.
- (g) Lot coverage for nonresidential property. For nonresidential and multifamily property, at least 15 percent of the gross lot or tract (exclusive of rights-of-way) shall be maintained as a landscaped area. All screening, parking perimeter, and interior parking landscaping shall be included in the overall 15 percent of gross site landscaping. No parking lot tree island may be less than ten feet wide in any dimension and shall not contain less than 100 square feet of continuous permeable land.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-7A)

§ 10.02.009. Floodplains.

No permanent structures shall be built within any floodplain at an elevation below the 100-year flood line. The finished floor pad shall be a minimum two feet above the 100-year flood level. No septic tanks or on-site septic systems shall be built, located or situated in areas designated as a floodplain.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-8)

§ 10.02.010. Drainage requirements.

(a) General policy.

- (1) The commission shall not recommend for approval any plat, development plan, or subdivision which does not make adequate provision for stormwater or floodwater runoff channels or basins and the city council may not approve such plats, development plans, or subdivisions without such provisions. Drainage provisions shall ensure the health and safety of the public and property in times of flood and such drainage facilities shall not cause excessive increases in flood heights or velocities, particularly to adjacent and downstream properties. When calculations indicate that curb capacities are exceeded at a point, no further allowance shall be made for flow beyond that point, and basins shall be used to intercept flow at that point.
- (2) The owner/subdivider or applicant may be required by the planning and zoning commission or city council as a condition of preliminary plan and/or final plat approval to carry away by pipe or open ditch any spring or surface water that exists either previous to, or as a result of, the subdivision. Such drainage facilities shall be located in the road right-of-way where feasible, or in perpetual unobstructed easements of

appropriate width, and shall be constructed in accordance with the construction standards and specifications of the town.

- (b) General design standards. For all subdivisions consisting of more than ten lots, the following requirements must be demonstrated as a condition for the approval of any preliminary plan or final plat, and must be shown on the face of the plan or plat or by separate document filed contemporaneously with the application for approval of the plan or plat:

- (1) Coordination with any comprehensive master drainage plan adopted by the city council is required and shall be demonstrated in the preliminary plan and/or final plat.
- (2) The complete drainage system is composed of:
 - (A) The initial system, consisting of inlets, storm drains, and the associated appurtenances to convey the initial storm runoff (ten-year); and
 - (B) The major system of the major runoff (100-year), which consists of swales, creeks, channels, floodways and emergency overflows to prevent water encroachment into residential and commercial facilities.
- (3) ~~Channels are to be concrete-lined at least to the ten-year frequency channel flow level with additional height to carry the 25-year flow. 100-year flow is to be contained within the building lines of the channel. Unlined channels will be considered and may be approved for quantities of floodwater larger than the equivalent flow of a 72-inch pipe.~~
- (4) Utilization of retention ponds and dispersion areas and preservation of major floodplains, etc., shall be strongly encouraged and may be required if a proposed drainage improvement is found to create actual or potential upstream, adjacent or downstream property damage due to the creation of excessive flood velocities or heights.
- (5) The city's major drainage floodplains that are still functioning in a natural or semi-natural state will require special drainage and other preservation considerations. To implement this policy of the natural 100-year floodplain for flooding areas draining one square mile or more, it may be recommended that these areas be zoned for planned development when zoning requests are made so that channel improvements and preservation efforts will be coordinated and defined on the site plan before detailed plans are submitted.
- (6) Criteria for pipes.
 - (A) Minimum velocity with the pipe flowing full shall be three feet per second.
 - (B) The minimum storm drainpipe diameter shall be 15 inches.
 - (C) Pipe diameters shall not normally decrease downstream.
 - (D) Pipe crowns at change in sizes should be set at the same elevation.
- (7) Vertical curves in the conduit will not be permitted, and horizontal curves will be permitted ~~only with the approval of the town engineer.~~
- (8) Inverted crown sections will be permitted only in alleys.

Channels to be designed to convey the 100-year flow. Adequate erosion control shall be provided based on design velocities as approve by the City Engineer.

in accordance with pipe manufacturer's recommendations.

- (9) At streets with culverts or bridges, an emergency overflow shall be provided to contain the 100-year channel flow within the building lines.
- (10) Detention ponds may be used to control the increase in runoff between the development and undeveloped areas if approved by the city council.
- (c) Off-site drainage.
- in the pre-developed condition
- (1) The owner or developer of property to be developed shall be responsible for all storm drainage flowing on his property. This responsibility includes the drainage directed to that property ~~by ultimate development as well as drainage~~ naturally flowing through the property by reason of topography.
- (2) Adequate consideration shall be given by the owner in the development of property to determine how the discharge leaving the proposed development will affect adjacent and downstream property.
- (3) On lots or tracts of three acres or more where stormwater runoff has been collected or concentrated, it shall not be permitted to drain onto adjacent property except in existing creeks, channels or storm sewers unless proper drainage easements or notarized letters of permission from the affected property owners are provided. If necessary easements or letters of permission cannot be obtained, the city engineer will review the downstream damage potential and make recommendations to the commission and city council.
- (4) The owner/subdivider shall pay for the cost of all drainage improvements required for the development of the subdivision, including any necessary off-site channels or storm sewers and acquisition of the required easements.
- (5) Where it is anticipated that additional runoff incidental to the development of the subdivision will overload an existing downstream drainage facility, whether natural or manmade, the commission or city council may withhold approval of the subdivision, and the city may refuse to issue building, construction or development permits, until improvements including storm sewer systems, channel grading, driveway adjustments, culvert improvements, etc., are made.
- (6) In areas where downstream pipes or channels are adequate to handle proposed increased flows, the city as one alternative may consider accepting cash payment in lieu of actual drainage improvements. The developer must show that the proposed pipe system to handle the flow from his development would not function properly without substantial downstream improvements. Prior to permitting any development that will significantly increase flood heights downstream or upstream, a hearing before the planning and zoning commission is required with special notice to the adjacent property owners.
- (d) Drainage easements.
- (1) Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within road rights-of-way, perpetual unobstructed easements for such drainage facilities shall be provided across property outside the road lines and with satisfactory access to the road. Easements shall be indicated on the plat. Drainage easements shall be carried from the road to a natural watercourse or to other drainage facilities.

- (2) When a proposed drainage system will carry water across private land outside the subdivision, appropriate drainage rights must be secured and indicated on the plat or other instrument as approved by the city. In the case of clear public interest, the city may participate in easement acquisition by power of condemnation.
- (3) The owner/subdivider shall dedicate an appropriate drainage easement either in fee or by drainage easement or by conservation easement of land on both sides of existing watercourses to a distance to be determined by the planning and zoning commission or city council.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-9)

§ 10.02.011. Street, alley and drainage maintenance and repair.

The construction, maintenance and repair of ^{City} all streets, roadways, alleys, and drainage improvements shall be the responsibility of the ~~abutting property owners or a valid and functioning association of homeowners or property owners~~. All preliminary plan or final plat applications involving subdivisions in which streets, roadways, alleys, or permanent drainage improvements are to be constructed shall be accompanied by documentation which imposes the obligation of maintenance or repair on the ~~abutting property owners or a homeowner's or property owner's association~~. In the event that an association of property owners or homeowner's is not active or becomes inactive, no further building or development permits shall be issued.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-10)

§ 10.02.012. Reservations.

- (a) Permitted purposes. No land contained in the proposed subdivision shall be reserved for any use other than a use permitted by the zoning ordinance for the district in which the land to be reserved is located.
- (b) Designated on plat. The specific use for which each piece of land is to be reserved must be shown by appropriate label or description on the subdivision plat. Provision for future abandonment of a reservation as may be appropriate must likewise be shown on said plat.
- (c) Parks and ^{open space} playgrounds. The location and size of parks and ^{open space} playgrounds shall be in accordance with the city park sites plan. Park sites when purchased by the city shall be purchased at the developer's acreage cost plus a prorated cost of improvements.
- (d) Schools. The location and size of schools shall be in accordance with the city school sites plan and with the requirements of the school district.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-11)

§ 10.02.013. Variances.

When an owner/subdivider can show that a provision of these regulations would cause unnecessary hardship if strictly adhered to and where, because of some condition peculiar to the site, in the opinion of the city council a departure may be made without destroying the intent of such provisions, the city council may authorize a variance.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-12)

§ 10.02.014. Penalty.

Any person violating this article or any portion thereof shall upon conviction be guilty of a

misdemeanor and shall be assessed a fine of not less than one dollar nor more than \$2,000.00, and each day that such violation continues shall be considered a separate offense and punishable accordingly.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-13)

§ 10.02.015. Severability.

If any section, subsection, sentence, clause or phrase of this article is for any reason held to be unconstitutional, invalid, or unenforceable, the validity of the remaining portions of this article shall not be affected thereby, it being the intent of the city council in adopting this article that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of the unconstitutionality or invalidity of any section, subsection, sentence, clause, phrase, or provision of this article.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-14)

§ 10.02.016. Effective date.

This article shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provide.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-15; 2007 Code, ch. 70, app. 1, sec. 11)

ARTICLE 10.03
STANDARD STREET SPECIFICATIONS AND CONSTRUCTION DETAILS IN
SUBDIVISIONS

§ 10.03.001. Subdivider financial responsibility and duty.

Each subdivider shall, at his own expense and cost, pay for constructing all residential streets within his subdivision.

(Ordinance 91-1, adopted 1/13/92 ; 2007 Code, sec. 66-40)

§ 10.03.002. Street paving strength requirements.

A ^{six} ~~seven~~-inch thickness of concrete pavement on a compacted subbase shall be required. The concrete must have a 28-day compressive strength of 3,000 pounds per square inch (ppsi). All steel reinforcing shall be deformed No. 3 bars on 18-inch centers both ways.

(Ordinance 91-1, sec. 1, adopted 1/13/92 ; 2007 Code, sec. 66-41)

§ 10.03.003. Stabilization of the subgrade.

Subgrade stabilization must be six inches thick with hydrated lime. This shall be spread uniformly and sprinkled to the proper moisture content. The soil, lime and water shall be mixed until a homogenous product is obtained that is free of clods and lumps. The mixture shall be immediately rolled and compacted to 95 percent of standard proctor density.

(Ordinance 91-1, sec. 2, adopted 1/13/92 ; 2007 Code, sec. 66-42)

§ 10.03.004. Paving width requirements.

The width of all residential streets shall be no less than 28 feet between both faces. The minimum right-of-way requirement shall be no less than 50 feet.

(Ordinance 91-1, sec. 3, 1/13/92 ; 2007 Code, sec. 66-43)

§ 10.03.005. Pavement slopes (traverse).

The traverse pavement slope shall consist of a parabolic curve from the pavement centerline to the curb. The crown of the curve shall be one-fourth-inch per one foot of street width above the curb level grade.

(Ordinance 91-1, sec. 4, adopted 1/13/92 ; 2007 Code, sec. 66-44)

§ 10.03.006. Sawed dummy joints; expansion joints.

- (a) Sawed dummy joints (traverse) shall be required and shall not be more than 20 feet apart.
- (b) Longitudinal sawed dummy joints shall be required when concrete is poured in a continuous width of 20 feet or more. The longitudinal dummy joints shall be located at the centerline of the total width.

- (c) Expansion joints shall be placed at distances no greater than 600 feet.

(Ordinance 91-1, sec. 5, adopted 1/13/92 ; 2007 Code, sec. 66-45)

§ 10.03.007. Street arrangement.

- (a) All streets shall be laid out so that they intersect at right angles with a maximum tolerance of plus or minus five percent.
- (b) Culs-de-sac shall not be longer than ^{1,000}~~2,000~~ feet from the nearest intersecting street, and shall provide a turnaround having an outside roadway diameter of at least 80 feet in areas zoned SF2 and SF3. Culs-de-sac shall not be longer than 3,000 feet in areas zoned SF1.
- (Ordinance 91-1, sec. 6, adopted 1/13/92 ; 2007 Code, sec. 66-46)

§ 10.03.008. Speed limits.

Speed limits ^{on residential streets}~~in subdivisions~~ shall be no more than 30 mph. The subdivider shall at his own expense provide and install speed limit signs. ~~On-street parking is prohibited.~~

(Ordinance 91-1, sec. 7, adopted 1/13/92 ; 2007 Code, sec. 66-47)

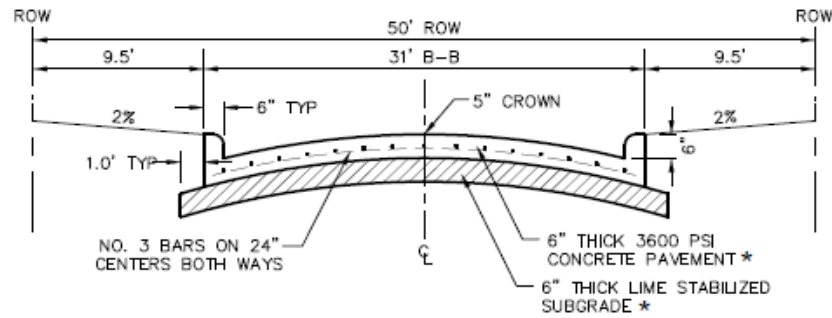
§ 10.03.009. Street names.

All streets must be named and the names must be approved by the city council.

(Ordinance 91-1, sec. 8, adopted 1/13/92 ; 2007 Code, sec. 66-48)

unless otherwise approved
by the City Engineer due to
topographic or other property
constraints

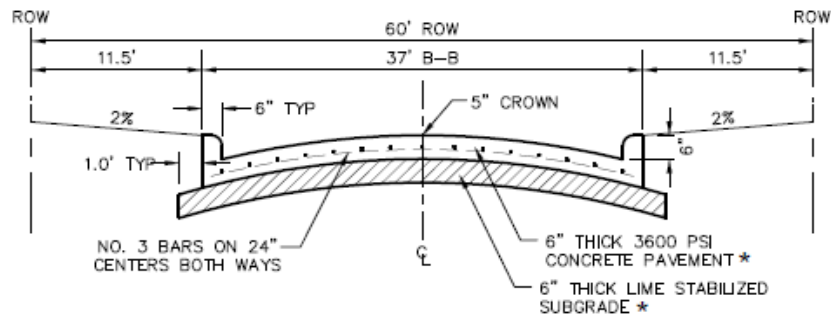
EXHIBIT E STREET SECTIONS



PARABOLIC STREET SECTION (LOCAL STREETS)

NTS

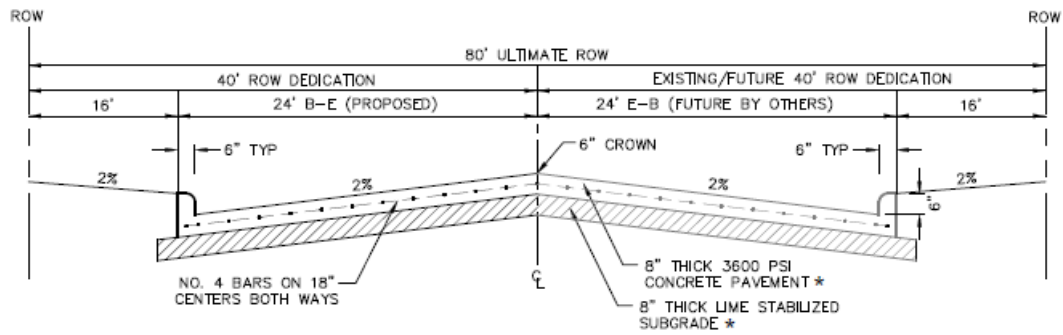
* NOTE: THESE REPRESENT THE MINIMUM PAVING STANDARDS. ALL PAVING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THE PHASE.



PARABOLIC STREET SECTION (COLLECTOR STREETS)

NTS

* NOTE: THESE REPRESENT THE MINIMUM PAVING STANDARDS. ALL PAVING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THE PHASE.



EDWARDS ROAD/LEAGUE ROAD PROPOSED STREET SECTION

NTS

NOTE: THESE REPRESENT THE MINIMUM PAVING STANDARDS. ALL PAVING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THE PHASE.

EXHIBIT F
ENGINEERING STANDARDS

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10 Attachment 1

APPENDIX 1 ENGINEERING AND CONSTRUCTION STANDARDS FOR STREETS AND DRAINAGE, WATER AND SEWER SYSTEMS

Section 1. Definitions pertaining to this section, Appendix 1, Engineering and construction standards

The following words, terms and phrases, when used in this appendix, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building setback line. The line on a plat delineating the nearest point to which buildings may be located to a street line, alley line or building lot line.

City. The City of McLendon-Chisholm, Texas.

Dead-end street. A street, other than a cul-de-sac, with only one outlet.

Engineer. A person duly authorized under the provisions of the Texas Engineering Practice Act, as heretofore or hereafter amended, to practice the profession of engineering, and when reference is made to the city engineer, the designation means either an engineer directly employed by the city or the city's engineering consultants, as the case may be.

Inspector. A person duly authorized by the city who may be employed by the city or by the city's engineering consultants, as the case may be, and designated to inspect any portion or all of the construction performed in the subdivision either on a part-time or full-time basis. His duties shall consist of inspecting all work during construction and/or after completion to determine compliance with the plans, specifications and subdivision regulations, with authority to stop the work during construction for non-completion, if the work is defective.

Local residential or minor street. A public thoroughfare which is intended primarily to serve as access to residential property within a neighborhood interior or limited residential district and is not aligned or located to attract other than limited local traffic movements.

Lot. An undivided tract or parcel of land having frontage on a public street and which is, or in the future, may be offered for sale, conveyance, transfer or improvement as a building site; which is designated as a distinct and separate tract.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 1)

Section 2. Policy

(a) *Approval of city.* It shall be unlawful for any owner of land to lay out, subdivide, plat or replat any land into lots, blocks and streets within the city, or within the extraterritorial jurisdiction of the city without the approval of the city council. It shall be unlawful for any such

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owner or agent to offer for sale or sell property therein or thereby, which has not been laid out, subdivided, platted or replatted with the approval of the city council.

(b) Design standards. Typical cross sections shall be shown on the plat of the type and width of paving proposed for the streets. Curbs and gutters, pavement types and drainage structure design standards of the city, ~~in effect at the time of submission of the plat~~, shall be used, subject to the approval of the city council and the city's engineer. per this development agreement

(c) Completion and inspection. Once the final plat has been approved by the city council, the filing of final plats will not be permitted until the streets have been completed and inspected by the city or a bond of an equivalent amount of money placed in escrow to cover the cost of the streets and utility installation.

(d) Recording required. The final approval of a final plat of a subdivision shall be invalid unless such approved plat of such subdivision is recorded in the office of the county clerk within ~~120 days~~ after the date of its final approval by the city council.

1 year

(e) Building permits, utility connections. No building permit nor any water, sewer, plumbing or electrical connections shall be issued by the city to the owner or any other person with respect to any property in any subdivision covered by this article until:

- (1) Such time as the developer and/or owner has complied with the requirements of this article and the final plat regarding improvements with respect to the block facing the street and/or streets on which the property abuts, including the installation of streets with proper base and paving, curb and gutter, alleys, water and sewer services and drain facilities where necessary, all according to the specifications of the city; or
- (2) Until the developer and/or owner files a corporate surety bond with the city in a sum equal to the cost of such improvements for the designated area guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 2)

Section 3. Street improvements and oversizing

(a) When a proposed subdivision of land abuts on both sides of an existing standard road, or on one side of said road, being substandard according to the then-existing current Texas Department of Transportation Standard Specifications, the developer shall be required to improve the existing road, to bring the same to the Texas Department of Transportation Standards, or replace it with a standard city street at no cost to the city. If the proposed subdivision is located along only one side of a substandard road, and when in the city council's judgment, it is not feasible to reconstruct said substandard road at the time of the development of said subdivision, the city council may permit the developer to pay into escrow an amount equal to 115 percent of the cost of said improvements as a condition of the approval of the final plat of the subdivision. If the proposed subdivision is located along a state road, which is

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considered substandard, the developer shall be required to escrow funds for the cost of improvements for curb and gutter and storm drainage. State roads shall include St. Hwy. 205, FM 550 and FM 1139. The amount of the escrow shall be determined by the city engineer and shall be payable prior to construction of the subdivision streets and utilities. When funds have been provided and placed in escrow with the city for the development of a substandard road, and the road is reconstructed by a party other than the escrowing developer and at no cost to the city, the escrowed funds and accrued interest, if any, shall be refunded to the developer after completion and acceptance of the improvements. Where in its judgment, the public convenience and welfare will be substantially served and the appropriate use of the neighboring property will not be substantially injured, the city council may, in specific cases, at a regular meeting of the city council, and subject to appropriate conditions and safeguards, authorize special exceptions to these regulations in order to permit reasonable development and improvement of property where the literal enforcement of these regulations would result in an unnecessary hardship.

(b) All new roads within proposed subdivisions shall, at minimum be built to a width and design which will adequately serve that subdivision. In addition, when required by the city in the interest of the community, the developer may be required to build larger streets to the width shown on the thoroughfare plan. Streets which dead-end at power lines, railroads, or similar right-of-way, which are intended for future extension across these rights-of-way, shall be constructed in right-of-way for half the distance across the rights-of-way. Where streets are adjacent to undeveloped land and the property line is normally the centerline of the street, the developer shall provide right-of-way of sufficient width and shall construct paving a minimum width of 27 street width feet, if deemed necessary by city engineer or traffic planner. In the event the street and/or railroad crossing has been constructed or is being constructed by others, the developer shall pay his pro-rata share of the improvements. Escrow or pro-rata shall be payable prior to construction of streets and utilities.

~~(c) The improvement, maintenance and repair of all streets and alleys within subdivisions shall be the perpetual responsibility of a homeowner's association. To ensure such obligation, the developer shall submit proposed homeowner's association regulations, bylaws and requirements which impose this street maintenance and repair obligation on the association.~~

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 3)

Section 4. Off-site access roadways

~~Dependent upon the circumstances of a particular subdivision where access is not deemed adequate by the city council, the council may require the developer to provide and construct off-site access roadways which conform to the street layout standards. If such access is provided, the developer and city shall enter into a facilities agreement prior to final plat approval, for the construction of such access roadway. Such agreement shall contain engineering cost estimates, the number of square feet in the proposed roadway, any pro rata schedules plus any other matter deemed appropriate by the parties. (Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 4)~~

Section 5. Street lighting

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Developer shall be required to provide streetlights in all new subdivisions. Lights will be the equivalent of 175-watt mercury vapor streetlights located at entrances, intersections and cul-de-sac with exceptions to be approved by the city council. All collector and thoroughfare, or commercial streets, shall have high-pressure sodium vapor fixtures with wattage of 250 to 400 watts as directed by the city. In some instances, greater wattage may be required by the city. The city reserves the right to inspect the street lighting construction. Initial cost of installation and cost of operation and maintenance shall be paid to the local utility company. Maintenance and operation costs shall be the responsibility of the applicable homeowner's association. ~~The regulations, bylaws and requirements of the association shall contain and impose this requirement. (Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 5)~~

Section 6. Street signs

The developer of a subdivision shall at his expense install street signs to the city specifications prior to any building permits being issued for this subdivision. (Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 6)

Section 7. Inspection of construction by city personnel

All inspection of construction and verification of compliance to the plans and specifications shall be conducted by the city's staff under the direction of the engineer. Streets are included in this inspection requirement. The developer shall advise all of his construction contractors of this requirement. No development will be accepted by the city until all construction has been approved by the city's staff. The developer shall be responsible for any additional expense to the city, at a rate established by the city, at any time when inspection is done after normal business hours of the city, or when the improvements built will be privately owned. The developer will be responsible for furnishing to the city the original reproducible engineering drawings corrected to show "as-built" conditions before any utility improvements will be accepted. Building permits will not be issued until all public or required improvements are accepted by the city, unless in the opinion of the city engineer, issuance of building permits prior to completion will not be detrimental to the city. (Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 7)

Section 8. Street system

(a) General. The street system, including the street layout, shall be in accordance with generally accepted engineering practices and in compliance with the comprehensive plan, the zoning ordinances, the subdivision regulations and other applicable regulations and ordinances. The plans and specifications, design computation, and other applicable data shall be submitted to the city for review. The subgrade materials will be tested in accordance to the standard specifications for construction, unless otherwise approved by the city. In general, the soils testing will include the testing of Atterburg limits. Lime stabilization of the subgrade will be required if the plasticity index (P.I.) is 15 or above. Lime stabilization or concrete stabilization may be required for soils showing a P.I. of 15 or less. Construction shall not commence prior to approval of the plans and specifications by the city. All changes during construction shall be submitted to the city engineer for approval prior to any construction modifications.

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(b) Street arrangement. Unless otherwise approved by the city, provisions shall be made for the extension of existing major arterials, collector streets and those residential streets which may be necessary to provide circulation with adjacent areas. The street arrangements shall conform with the intent of the thoroughfare plan as adopted by the city. Adequate collector streets shall be provided for the circulation of traffic throughout the development. Residential streets shall be provided to accommodate local area use within the development. Off-center street intersections will not be approved except under unusual circumstances. A minimum distance of 150 feet shall be provided for off-center street intersections unless approved by the city engineer. On major arterial streets the city may require distances greater than 150 feet for off-street intersections. Curvilinear streets are permissible and encouraged in residential areas.

(c) Horizontal curve limitations. The minimum radii at the centerline of the street shall be in accordance with Table 8.1.

Table 8.1 Minimum Radii Requirements at the Centerline of Streets	
Type of Street	Minimum Radius in Feet
Residential Street	250 200

(d) Block lengths. In general, streets shall be provided at such intervals as to serve cross traffic adequately and to intersect with existing streets. Where no existing plats control, the blocks shall be not more than 1,600 feet in length or less than 300 feet in length except in unusual cases. Block arrangements must provide access to all lots, and in no case shall a block interfere with traffic circulation.

(e) Street intersections. More than two streets intersecting at one point shall be avoided except where it is otherwise impractical to secure a proper street system. Where several streets converge at one point, setback lines, special rounding or cut-off corners and/or a traffic circle may be required to ensure safety and to facilitate traffic movement. When possible, arterial and collector streets shall intersect other arterial and collector streets at an angle of 90 degrees. Arterial and collector street intersections shall have property line corner radii with a minimum tangent distance of 30 feet. Residential streets shall have as the property line corner the point of intersection of intersecting streets. In all cases the curb radii at intersections shall have a minimum radius of 20 feet as well as a minimum tangent distance of 20 feet measured from the face of the curb. In all cases of streets that intersect at angles other than 90 degrees, the city may require radii that in the city's judgment best serve the situation.

(f) Relation to adjoining streets. The system of streets designated for the development must, except in unusual cases, connect with streets already dedicated in adjacent developments. Where no adjacent connections are platted, the streets must be the reasonable projection of streets in the nearest subdivided tracts and must be continued to the boundaries of the tract development so that other developments may eventually connect with the proposed development. Strips of land controlling access to or egress from other property or any street having the effect of restricting or damaging the adjoining property for development or subdivision purposes or which will not be taxable or accessible for special improvements shall not be permitted in any development unless such reserve strips are conveyed to the city in fee simple. When such access is needed to maintain permanent city-owned utilities, the roadway will be an improved right-of-way. If the utilities are temporary, an improved easement may be approved.

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(g) Dead-end streets, culs-de-sac. Culs-de-sac or courts or similar dead-end streets may be permitted where the form or contour of the land or the shape of the property make such street design appropriate. Such culs-de-sac, courts or places shall provide proper access to all lots and shall generally not exceed 600 feet in length, and a cul-de-sac shall be provided at the closed end with a minimum right-of-way radius of 50 feet. The minimum right-of-way for streets and culs-de-sac are as set forth in Table 8.2.

Table 8.2 Minimum Right-of-Way Requirements	
Type of Street	Minimum Right-of-Way in Feet
Residential	50
Culs-de-sac	50**

The required right-of-way for state highways and streets may exceed this minimum right-of-way standard.

** The right-of-way ~~line~~ in the cul-de-sac section shall be a minimum of 50 feet.

(h) Street grades. Thoroughfare streets may have a maximum grade of five percent, unless the natural topography is such as to require steeper grades, in which case a seven and one-half percent grade may be used for a maximum continuous distance of 200 feet. Collector streets may have a maximum grade of seven and one-half percent. Residential streets may have a maximum grade of ten percent, unless otherwise approved by the city where the natural topography is such as to require steeper grades. All streets must have a minimum grade of at least five-tenths of one percent. Centerline grade changes with an algebraic difference of more than one percent shall be connected with vertical curves in compliance with the minimum length requirements set forth in Table 8.1.

(i) Pavement design. Pavement design shall be in accordance with good engineering practice. All streets shall be constructed from Class "C" concrete. Pavement shall be reinforced with No. 3 bars at 24-inch centers in both directions. Minimum concrete thickness of pavement shall be six inches for residential and minor collector streets which are not subject to heavy truck or equipment traffic. The design speed shall be in accordance with the following tables:

Table 8.3 Minimum Length of Vertical Curves—In Feet

Algebraic Difference In Grade – Percent	Crest Vertical Curves		
	Design Speed		
	30 MPH	40 MPH	50 MPH
1.0	100	100	100
2.0	100	110	170
3.0	100	165	225
4.0	120	220	340
5.0	150	275	425
6.0	180	330	510
7.0	210	385	595
8.0	240	440	680

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9.0	270	495	765
10.0	300	550	850

Sag Vertical Curves			
Algebraic Difference In Grade-Percent	Design Speed		
	30 MPH	40 MPH	50 MPH
1.0	100	100	100
2.0	100	110	150
3.0	105	165	225
4.0	140	220	300
5.0	175	275	375
6.0	210	330	450
7.0	245	385	525
8.0	280	440	600
9.0	315	495	675
10.0	350	550	750

Table 8.4 Maximum Design Speeds for Thoroughfares and Streets

Type of Street	Maximum Design Speed
Residential Streets	30 Miles Per Hour

The subgrades shall be compacted and finished to a smooth uniform surface. Subgrades of native material which have a Plasticity Index (P.I.) of 15 or more shall be lime stabilized to a minimum depth of six inches. The lime stabilization shall be used for the full width of the street, back of curb to back of curb, plus one foot on each side. The minimum lime content shall be six percent of the dry weight of the material.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 8)

Section 9. Drainage and storm sewers

Adequate drainage shall be provided within the limits of the subdivisions and drainage design and improvements shall be shown on the plat. The protection of adjoining property and downstream properties shall be considered in the review of plans submitted. An application for approval of a preliminary plan or final plat may be denied if adequate provisions are not clearly displayed within the content of the application.

- (1) Size. Sizing of inlets, storm sewers, out falls, culverts and drainage ditches will be based on the following:

Design storm. The design storm will be based on rainfall intensity-frequency data published by the U. S. Weather Bureau, Technical Paper 25. Pipe storm sewers and streets carrying storm will be designed with a combined capacity to carry the 50-year storm. Storm drainage systems with an emergency overflow will be designed to carry the 50-year storm. Bridges will be designed with a low point two feet above the 50-year storm line.

Storm drains with no emergency overflow will be designed to carry the 100-year storm

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Runoff computations. To determine the runoff rates for the various areas, the standard rational method will be used, utilizing the formula $Q=CIA$, where Q = rate of runoff in cubic feet per second, C = runoff coefficient, I = rainfall intensity for the particular duration in inches per hours, and A = the drainage area in acres.

Drainage areas will be arrived at by considering location of high and low points on street grades, drainage divides in the area, and general configuration of existing and finished grades.

Runoff coefficient. The runoff coefficient which considers the character of the land use and the imperviousness of the drainage area shall be determined from the zoning map or master plan for the city. The runoff coefficient for the appropriate land uses shall be as follows:

Commercial areas: 0.90

Industrial areas: 0.85

Residential areas: ~~0.45~~ 0.50

Apartment areas: 0.80

Park areas: 0.35

Paved areas: 0.90.

- (2) Time of concentration. The time of concentration will be calculated by determining the longest route the runoff will follow and dividing this length by the average velocity (FPS) of the water from the following chart:

Description of Watercourse	Slope in Percent			
	0- (ft./sec.)	4-7 (ft./sec.)	8-11 (ft./sec.)	12-15 (ft./sec.)
Woodlands	1.0	2.0	3.0	3.5
Pastures	1.5	3.0	4.0	4.5
Cultivated	2.0	4.0	5.0	6.0
Pavements	5.0	12.0	15.5	18.0

Min time of concentration for residential is 15 minutes

- (3) Sizing of sewers. Sewers shall be sized to carry the discharge (Q) derived from the above formula. Capacity of storm sewers will be determined by the use of Manning's formula on the basis of hydraulic gradients rather than the physical slope of the pipe. Minimum size of the storm sewer shall be 18 inches or equivalent.
- (4) Sizing and spacing of inlets. Inlets shall be spaced so that maximum spread of water will provide one dry traveling lane on major and secondary thoroughfares,

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and major and secondary streets. Inlets will be provided at all sag points in gutter gradient. On thoroughfares, all inlets shall be recessed a minimum of 18 inches from the face of curb, and curbs shall be tapered to the inlet. Inlets will be sized using an allowable capacity of one cubic foot per second of opening for a throat height of seven and one-half inches.

- (5) Manholes. Manholes (inlets or junction boxes) shall be provided at main sewer intersections, and at a maximum of 500 feet on straight lines. Design of manholes shall conform to city standards. Storm pipe can be designed using curves
- (6) Inlets. Design of inlets shall conform to city standards.
- (7) Pipe. Pipe for storm drains shall be concrete pipe in sizes as shown on the approved plans. All pipe shall be reinforced concrete pipe (RCP), ASTM C76, Class 3. Where, in the opinion of the city building official or engineer, added strength of pipe is needed for traffic loads over minimum cover or for excessive height of backfill, concrete sewers may be used for storm sewers 36 inches and larger.
- (8) Ditches. Drainage ditches, where approved by the city council, may be used for outfalls to natural or major drainage channels. Ditches shall have a minimum grade of not less than one-tenth percent and side slopes not steeper than 2:1, unless side slopes are paved.
- (9) Out falls. Out falls from sewers and ditches into natural drainage ways shall enter at the grade of the natural drainage channel. If necessary, drop type outfall structures shall be used to prevent erosion.
- (10) Major drainage ways and structures. Design of major drainage ways through a subdivision and major structures, such as box culverts or bridges, across a major drainage channel, shall be coordinated with the county flood-control district, if such exists.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 9)

Section 10. Water service

An approved water service plan from a municipal water supply, rural water supply corporation, municipal utility district, or privately owned water system or individual wells shall be furnished. The location of all fire hydrants must be clearly shown. Fire hydrants shall only be placed on line of adequate size and pressure to provide fire water per state standards or city standards. Water sources to fill fire trucks may be required in the subdivision. Verification must be provided by letter from the applicable water supplier, accompanied by a copy of the minutes of the board and/or other corporate approval, which certifies that the water supply and proposed meter/water distribution system are sufficient in quality, quantity, and pressure to adequately meet the future needs of the inhabitants of the proposed subdivision. The minimum standards consist of six inch lines-looped.

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- (1) Water lines. Water systems shall be of sufficient size to furnish adequate domestic water supply, to furnish fire protection to all lots, and to conform with any master water plan of the city. All water mains shall generally be constructed in street rights-of-way.
- (2) Pipe. ~~All water mains 12-inch and smaller shall be PVC or plastic pipe, with single rubber gasket joint, and a cement mortar lining of the "Enamaline" type, or other Class 150 equal, and shall have a minimum cover of 42 inches. Water mains one-inch and larger shall be reinforced concrete steel cylinder pipe, Class 150 minimum.~~

Pipe shall be in accordance with RCH or Blackland requirements
- (3) Size. ~~A minimum of six-inch water line shall be specified except that four-inch lines may be allowed on short dead-end streets when approved by the city's engineer.~~

Pipe shall be in accordance with RCH or Blackland requirements
- (4) Fittings. ~~Fittings shall be PVC.~~

Fittings shall be in accordance with RCH or Blackland requirements
- (5) Fire hydrants. ~~In general fire hydrants or risers shall be located so as to place all of every lot within a radius of 500 feet of a fire hydrant in residential areas and within a radius of 300 feet in commercial or industrial areas.~~

Fire hydrants shall be in accordance with RCH or Blackland requirements
- (6) Embedment. ~~All water mains will be installed on a minimum of four inches of sand below bottom of pipe and backfilled to at least six inches over the top of the pipe with sand.~~

Embedment shall be in accordance with RCH or Blackland requirements
- (7) Pressure test. ~~After the complete installation, the waterworks shall be tested to a hydraulic test pressure of not less than 150 pounds per square inch, maintained over a continuous period of not less than four hours. If the test indicates a leakage in excess of ten gallons per inch of nominal diameter of pipe per mile during the four-hour test period, then the leaks shall be found and repaired. All known leaks shall be stopped regardless of this requirement.~~

Pressure test shall be in accordance with RCH or Blackland requirements
- (8) Disinfection. ~~Prior to the acceptance and before any open connection to any existing water main is made, the waterworks shall be disinfected with a minimum of 50 parts per million of available chlorine in all parts of the waterworks. After chlorination and flushing, the developer shall fill the waterworks with water and the city shall take samples of water taken from several locations, not less than one per section, or two per mile, for bacteriological tests. In the event the bacteriological tests are positive (unsatisfactory), the developer shall drain the lines, and repeat the chlorination until the test results are negative, or satisfactory.~~

Disinfection shall be in accordance with RCH or Blackland requirements
- (9) Modeling analysis requirements.

- (A) A water distribution modeling analysis shall be performed by the applicable water supplier and submitted to the city engineer for review and approval ~~prior to the submittal~~ of the final plat. In addition, once the fire hydrants are installed and pressurized, an independent testing laboratory shall field verify

with submittal of engineering plans

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the residual pressure and flow required per the International Fire Code, as adopted by the city. The test results shall be submitted to the city engineer for review and comment as a part of the plat review process.

- (B) All subdivisions within the city and the city's extraterritorial jurisdiction shall require a water distribution modeling analysis from the applicable water supplier's engineer demonstrating the water supplier's ability to provide water in sufficient volume and pressure for domestic use and fire protection. The modeling analysis must, at a minimum, depict adding the proposed subdivision's normal water demand in addition to providing model runs of a ~~two (2) hour~~ fire flow and demonstrating how this will affect the operation and performance of the existing water distribution system. The modeling analysis shall be submitted concurrently with the engineering plan review to the city engineer for review and approval.

per IFC requirements one (1) hour

(Ordinance 2007-11, ex. A, adopted 7/23/07; Ordinance 2009-07, sec. 1, adopted 10/27/09; 2007 Code, app. 1, sec. 10; Ordinance 2016-02 adopted 1/26/16)

Section 11. Sanitary sewers

The plan for sewage disposal must be shown; sanitary sewer facilities shall be provided to adequately service the subdivision and conform with the master sanitary sewer plan for the city and comply with the TCEQ rules and the city engineer or building official.

- (1) Pipe. All sewer pipe in sizes 30 inches and smaller shall be plastic sewer pipe. All sewer pipe in sizes 36 inches and larger shall be plastic pipe.
- (2) Size. A minimum of eight-inch sewer pipe shall be specified, except that six-inch lines will be acceptable only on short lines ~~and in the location where so approved by the city engineer or building official~~.
- (3) Pipe joints. All sanitary sewer pipe joints shall be of the pre-molded type conforming to A.S.T.M. Designation C425.
- (4) Location. Wherever possible, sewers shall be located in street rights-of-way. Otherwise they shall be located in alleys or easements and shall be ~~five feet to six and one-half feet deep to invert~~.
- (5) Grades. Grades and appurtenances of sanitary sewers shall conform to the requirements of TCEQ rules and the city. The following are the minimum slopes which should be provided; however, slopes greater than these are desirable:

Sewer pipes may be curved in accordance with minimum radius recommendations per pipe manufacturers recommendations

less than 600 feet and serving a maximum of 25 lots.

be a minimum of four feet deep from top of pipe to finish grade

Sewer Size	Minimum Slope In Feet (Per 100 Feet)
6 inch	0.60
8 inch	0.40
10 inch	0.28

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Sewer Size	Minimum Slope In Feet (Per 100 Feet)
12 inch	0.22
15 inch	0.15
18 inch	0.12
21 inch	0.10
24 inch	0.08
27 inch	0.067
30 inch	0.058
36 inch	0.046

- (6) Manholes. Manholes shall be provided at all changes in grades, sewer intersections, and at a maximum of 500 feet ~~on straight lines~~.
- (7) Infiltration. Prior to acceptance, sanitary sewers shall be subject to leakage tests. The outward or inward (exfiltration or infiltration) shall not exceed 300 gallons per inch of pipe diameter per mile per day for any section of the system. The use of a television camera or other visual methods for inspection prior to placing the sewer in service is recommended.
- (8) Lift stations. All lift stations shall be designed and constructed with two or more sewage pumps with total capacity of twice the design maximum flow. Detailed design data, plans and specifications of the pumps shall be submitted to the city engineer or building official prior to the purchase and installation of the pumps.
- (9) Force mains. All force mains shall be PVC or plastic pipe, Class 150, unless otherwise specified, with rubber gasket joint, and shall have a cement mortar lining of the "Enamaline" type or approved equal. At design average flow, a cleansing velocity of at least two feet per second shall be maintained. An automatic air relief valve shall be placed at high points in the force main to prevent air locking.
- (10) Septic tanks. Septic systems may be permitted to serve residences in the city until such time as the septic system fails and a sewage collection system is accessible to the residence or structure. Septic systems shall be installed according to TCEQ rules and specifications and shall be in compliance with such rules and specifications at all times.
- (11) Water service. ~~Water service lines shall be a minimum of one inch Type "K" copper and shall be provided with a corporation at the main and a curb stop located at least two feet outside of curb with cover not to exceed one and one-half feet. The service shall terminate in a meter box with a locked lid.~~
- (12) Sewer service. Sanitary sewer service lines shall be a minimum of four inch, shall meet the same requirements for sanitary sewers described above, shall be constructed from the main to the lot property line using wyes and necessary bends, and shall have a minimum cover at the property line of four feet, and a maximum depth of six feet.

Water services shall be in accordance with RCH Water Supply requirements

SUBDIVISION REGULATION

**CITY OF MCLENDON-CHISHOLM
128 S. H. 205
ROCKWALL, TEXAS 75032
PRELIMINARY PLAT CHECKLIST**

Copies: 10 copies required plus Letter of Transmittal

Fees: _____

Filing: At least 10 but not more than 21 calendar days prior to P & Z Meeting

[Sufficient number of copies of Preliminary Plat, Letter of Transmittal, completed application form, and check in appropriate amount must be submitted at least 10 days prior to Planning and Zoning Commission meeting prior to placement on Planning and Zoning Commission agenda. If filed within 10 days, the application will be considered as having been filed on the 21st day preceding the next succeeding meeting of the Commission.]

1. _____ 10 legible prints furnished to City.
2. _____ Letter of Transmittal (10 copies) furnished with preliminary plat application stating:
 - a) _____ type of street surfacing Shown on preliminary engineering plans
 - b) _____ drainage Shown on preliminary engineering plans
 - c) N/A soil test report results
 - d) _____ sanitary facilities Shown on preliminary engineering plans
 - e) _____ proposed water supply Shown on preliminary engineering plans
 - f) _____ name and address of property owner/agent and engineer
3. _____ Drawn to scale, 1" - 200'
4. _____ Scale, date, and north point shown
5. _____ Legal description
6. _____ Existing Features inside subdivision
 - a) _____ existing boundaries lines of land to be subdivided
 - b) _____ bearings and distances shown
 - c) _____ location of existing watercourses, railroads and drainage/transportation features
 - d) _____ location and width of existing streets, alleys, easements, pipelines, watercourses, existing water and sewer mains
7. _____ Existing Features outside subdivision
 - a) _____ names and property lines of adjoining property owners
 - b) _____ names and locations of adjacent subdivisions, streets, easements, pipelines, watercourses, and existing water and sewer mains
8. _____ New Features inside subdivision
 - a) _____ Proposed name of subdivision
 - b) _____ location, right-of-way width and names of proposed streets

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- c) _____ width and depth of all lots
- d) _____ location of building lines, alleys and easements
- e) _____ location and size of sites for schools, churches, parks and special land uses
- f) _____ location and size of areas to be dedicated to public or reserved for common use by owners in subdivision
- g) _____ approximate acreage of property to be subdivided
- h) _____ any proposed utility plant
- i) _____ proposed use of any land/areas not within boundaries of lots or rights-of-way
- 9. _____ Compliance with zoning regulations and/or proposed zoning (for subdivisions within City limits)
 - a) _____ proposed uses satisfy zoning use regulations
 - b) _____ all lots meet minimum lots size requirements
 - c) _____ all lots meet frontage, depth and width requirements
 - d) _____ building setback lines meet front, rear, and side-yard setbacks
 - e) _____ meets minimum dwelling size requirements
 - f) _____ meets ~~15%~~ lot coverage requirement
 - g) _____ meets off-street and covered parking requirements
- 10. _____ Proposed streets and alleys conform to comprehensive, traffic and thoroughfare plan
- 11. _____ Typical cross-sections of streets and location and width of sidewalks
- 12. _____ Locations of floodplains shown
- 13. _____ Compliance with drainage requirements shown
- 14. _____ Approval block for ~~Chairperson of Planning and Zoning, and for~~ Mayor and City Secretary

Shown on preliminary
engineering plans

*This list is reference material and does not supersede any city ordinance.

**CITY OF MCLENDON-CHISHOLM
128 S. H. 205
ROCKWALL, TEXAS 75032
FINAL PLAT CHECKLIST**

Copies: 10 legible prints and the original tracing of final plat required (24" × 36"); if more than one sheet is required, an index sheet of maximum size of 18" × 27" shall be filed showing entire subdivision.

Fees: _____

Filing: At least 10 but not more than 21 calendar days prior to P & Z Meeting

SUBDIVISION REGULATION

[Sufficient number of copies of Final Plat, completed application form, and check in appropriate amount must be submitted at least 10 days prior to Planning and Zoning Commission meeting prior to placement on Planning and Zoning Commission agenda. If filed within 10 days, the application will be considered as having been filed on the 21st day preceding the next succeeding meeting of the Commission.]

1. _____ 10 legible prints and original tracing with index sheet furnished to City
2. _____ All items required on preliminary plat shown on final (final plat also to show compliance with all items required for preliminary plat, without change)
3. _____ Plat prepared by registered ~~engineer~~ surveyor, bears ~~engineer's~~ surveyor's seal
4. _____ Drawn to scale, 1"=100'
5. _____ Date, scale, north point, subdivision title, and name, address and seal of engineer shown
6. _____ Legal description
7. _____ Monuments and control points shown with description and location of all permanent survey monuments and control points. Suitable primary control points shall be referred. Dimensions to be shown in feet and decimals of a foot.
8. _____ Key map showing relation of subdivision to well-known streets in all directions for at least one (1) mile
9. _____ Dedications and certificates: certificate of dedication for all parks, public facilities and easements to be shown to the public use forever, signed by all owners and acknowledged before notary public.
10. _____ Copy of subdivision covenants and deed restrictions showing creation of permanent homeowner's association ~~with perpetual responsibility for street maintenance and repair~~
11. _____ Waiver of claim for damages against City occasioned by establishment of grades or alteration of surface of existing streets and alleys
12. _____ Existing Features inside subdivision
 - a) _____ existing boundaries lines of land drawn in heavy
 - b) _____ accurate bearings and distances shown
 - c) _____ location of existing watercourses, railroads and drainage/transportation features
 - d) _____ true bearings and distances to nearest established street lines, official monuments, or subdivision corners
 - e) _____ location and width of existing streets, alleys, easements, rights-of-way, buildings and structures to be maintained
 - f) _____ ~~topographical information with contour lines at 5-foot intervals~~ shown on preliminary plat
 - g) _____ accurate location of property/subdivision in reference to county deed records (volume and page of recorded instrument in county records)
13. _____ Existing Features outside subdivision (all lines outside of subdivision

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- | |
|---|
| local street right-of-way
minimum 50' |
| collector street right-of-way
minimum of 60' |
| minor arterial street right -of-
way minimum 80' |
| major arterial street right-of-
way minimum 100' |

SUBDIVISION REGULATION

one foot above the
calculated 100-year base
flood elevation

26. _____ Easements show compliance with established criteria (size location, use, utilities underground, preservation of major trees shown)
27. _____ Watercourses and Easements: drainage easements will be provided covering all land within the subdivision that is subject to inundation by a 50-year storm. Lots adjacent to a major watercourse must show minimum finish floor elevations ~~two feet above the calculated 50-year flood elevation~~ ^{floor} ~~one foot above the calculated 100-year base flood elevation~~
28. _____ Floodplains must be shown on plat and show that no structure or septic system is to be built below 50-year flood line
29. _____ Adequate provision for drainage of stormwater, rainfall runoff, and floodwater shown
30. _____ Drainage facilities conform to design specifications and standards and are located in rights-of-way or perpetual unobstructed easements
31. _____ ~~Documentation furnished to show perpetual maintenance of drainage improvements on homeowner's association or adjacent property owners~~
32. _____ Proper certificate of Mayor and City Secretary shown
33. _____ Maintenance bond furnished of at least one percent (1%) of total street and alley construction costs
34. _____ Approval block for ~~Chairperson of Planning and Zoning~~, and for Mayor and City Secretary

*This document is reference material and does not supersede any city ordinance.

EXHIBIT G
SEWER STUDY

**REPORT ON WASTEWATER IMPROVEMENTS FOR
FUTURE DEVELOPMENT
IN THE
CITY OF MCLENDON-CHISHOLM
FOR
THE TATE TRACT**



A handwritten signature in black ink, appearing to read "Larry J. Freeman", positioned below the professional seal.

PREPARED BY LARRY J. FREEMAN, P.E. #29907

FREEMAN-MILLICAN, INC.

TEXAS REGISTERED ENGINEERING FIRM F-2827

January 14, 2025

Mr. Stephen Davis, Executive Vice President of Land Solutions SV, LLC (the Developer) has completed construction of the improvements for the Sonoma Verde subdivision including a total of 1,095 residential lots located in McLendon Chisholm, Texas. The Developer asked Freeman-Millican, Inc. to analyze the existing wastewater facilities currently serving the Sonoma Verde Subdivision in order to determine the upgrades and/or additional facilities needed to provide wastewater service for the future developments discussed in this report.

Evaluation of Existing Lift Stations and Force Mains

Freeman-Millican, Inc. reviewed documents that were available related to the existing lift station and force main currently serving the Sonoma Verde Subdivision.

Lift Station No. 1 is located near Via Toscana Lane and has a design capacity of 580 gpm. The location of the lift station is shown on Figure No. 1.

Lift Station No. 1 pumps into an existing 8" diameter force main which discharges into the North Texas Municipal Water District Metering facility near FM 550 and Rabbit Ridge Road and then into a gravity sewer located along FM 550 from the Metering facility to the Buffalo Creek Interceptor. The existing 8" force main is 27,000 feet in length and the gravity portion is both 12" and 15" sewers. The location of the 8" force main and gravity sewers is shown on Figure No. 2. The plans for the gravity sewers are in Appendix B.

Actual wastewater flow rates were measured for the Sonoma Verde subdivision and the data provided indicated the average flow rate per residential lot was 240 gallons per day and the peak flow rate was calculated as 3.1 times the average flow rate. Using the measured flow data, the existing Lift Station No. 1 and existing 8" force main, have a current capacity to serve 1,122 residential lots.

An on-site visit to Lift Station No. 1 revealed that the facility is currently operating as designed. The operator stated that the pumps are running normally and the facility manages to meet the flows coming into the station. The on-site generator, according to the operator, is functioning as designed. Attached in Appendix C is the pump and lift station information for Lift Station No. 1.

Future Developments / Service Areas

The Developer is planning to develop an additional 149-acre tract of land (the Tate Tract) as residential subdivisions adjacent to the Sonoma Verde subdivision. The locations of the Tate Tract are shown on Figure No. 1. According to information provided by the Developer the Tate Tract will include 480 lots.

For purposes of this report, it is anticipated that the existing Lift Station, two parallel 8" force mains from the existing lift station to the NTMWD Meter Vault and the improvements to the gravity sewer are all completed. See Figure No.1 for the locations of the existing lift station and Figure No. 2 for the location of the 8" force mains and the location of the gravity sewers. This report provides facilities needed to serve the Tate Tract.

The following chart shows the total number of lots for each of the tracts in the service area that need to be provided with wastewater service.

Tract Description	Equivalent Number of Lots
Sonoma Verde	1,095
Sloan Tract	820
Commercial	15
School Site	65
Residential Area Near School Site	335
Sub Total	2,330
Tate Tract	480
Grand Total	2,810

Future Flow Rates

As previously noted, actual wastewater flow rates were measured and the average flow rate per residential lot was 240 gallons per day and the peak flow rate was calculated as 3.1 times the average flow rate. The calculated flow rate values for each of the tracts in the service area are shown in the table below.

Tract	Number of Equivalent Lots	Average Flow Rate Gallons Per Minute (GPM)	Peak Flow Rate GPM	Peak Flow Rate from Existing Lift Station in GPM
Sonoma Verde	1,095	182.5	566	566
Sloan Tract	820	136.7	424	424
Commercial	15	2.5	8	8
School Site	65	10.8	34	See Note 1
Residential Area Near School Site	335	55.8	173	See Note 1
Sub Total	2,330	388.3	1,205	998
Tate Tract	480	80.0	248	248
Grand Total	2,810	468.3	1,452	1,246

Note 1: Adding the Tate Tract (480 lots) to the existing Sonoma Verde Development (1,095 lots), the Sloan Tract (820 lots) and the Commercial Tract (15 lots) will flow to Lift Station No. 1 with a total flow of 1,246 gpm.

The flows from the 400 lot equivalents from the School Site and the residential area near the School Site will be served by a future lift station / force main (to be constructed by others) that will ultimately connect to the force main along FM 550 with a total flow of 207gpm.

Recommended Improvements

To provide service to the total 2,810 lots the following will be required:

- Upgrade the existing Lift Station No. 1 to meet the 1,246 gpm demand. The upgrades will include replacing the existing 13" diameter pump impellers with a 13.5" diameter impeller. The existing 75 HP motor will not need to be replaced.
- Install the Tate Tract Lift Station and force which will pump to existing Lift Station No. 1.

The total estimated costs for the required facilities are as follows:

Lift Station No. 1 Impellers	\$ 75,000
Tate Lift Station and Force Main	\$ 1,659,900
TOTAL	\$1,734,900

The detailed cost estimates are provided in Appendix A. These cost estimates reflect the available information from contractors and equipment suppliers.

APPENDIX A
COST ESTIMATES

**TATE TRACT - 480 Lots and Force Main
Engineer's Estimate of Probable Construction Cost**

9/26/2024

Item	Description	No. of Units	Units	Unit Cost	Total Cost
1	Furnish and Install New Prefabricated Lift Station	1	EA.	\$ 200,000.00	\$ 200,000.00
2	Furnish and Install 8" FM	7,950	L.F.	75.00	596,250.00
3	Install and Furnish 8" Plug Valve	2	EA.	4,000.00	8,000.00
4	Install and Furnish 8" Check Valve	2	EA.	5,000.00	10,000.00
5	Install and Furnish 2" Air Release Valve	1	EA.	4,000.00	4,000.00
6	8" Couplings and Thrust Harnesses	2	EA.	30,000.00	60,000.00
7	Fittings, Couplings and Thrust Harnesses	1	EA.	15,000.00	15,000.00
8	Discharge Header Piping and Fittings	1	L.S.	50,000.00	50,000.00
9	Install and Furnish WINCH Crane and Hoist System	1	EA.	10,000.00	10,000.00
10	Furnish and Install 8" Force Main On site	100	L.F.	75.00	7,500.00
11	Connect to 8" FM	1	EA.	10,000.00	10,000.00
12	Connect to Existing Gravity Sewer	1	EA.	10,000.00	10,000.00
13	8" Line to Wet Well	100	L.F.	150.00	15,000.00
14	Road	1	L.S.	75,000.00	75,000.00
15	Structural Excavation	100	C.Y.	120.00	12,000.00
16	Dewatering and Shoring	1	L.S.	15,000.00	15,000.00
17	Waterproofing	500	S.F.	15.00	7,500.00
18	Painting	1	L.S.	30,000.00	30,000.00
19	Construct Valve Vault	1	L.S.	11,000.00	11,000.00
20	Construct Concrete Sidewalks	20	S.Y.	150.00	3,000.00
21	Furnish and Install Gravel Areas	50	S.Y.	40.00	2,000.00
22	Hatches and Miscellaneous Metals	1	L.S.	30,000.00	30,000.00
23	Electrical & Instrumentation	1	L.S.	100,000.00	100,000.00
24	Fence & Landscaping	1	L.S.	10,000.00	10,000.00
25	Generator and Foundation	1	L.S.	85,000.00	85,000.00
26	Seeding	1	L.S.	2,000.00	2,000.00
27	SWPPP	1	L.S.	5,000.00	5,000.00
	Subtotal				\$1,383,250
	Project Contingency and Engineering (20%)				\$276,650
	Total Probable Project Cost				\$1,659,900

APPENDIX B

FIGURES

FIGURE NO. 1
EXISTING AND PROPOSED DEVELOPMENTS

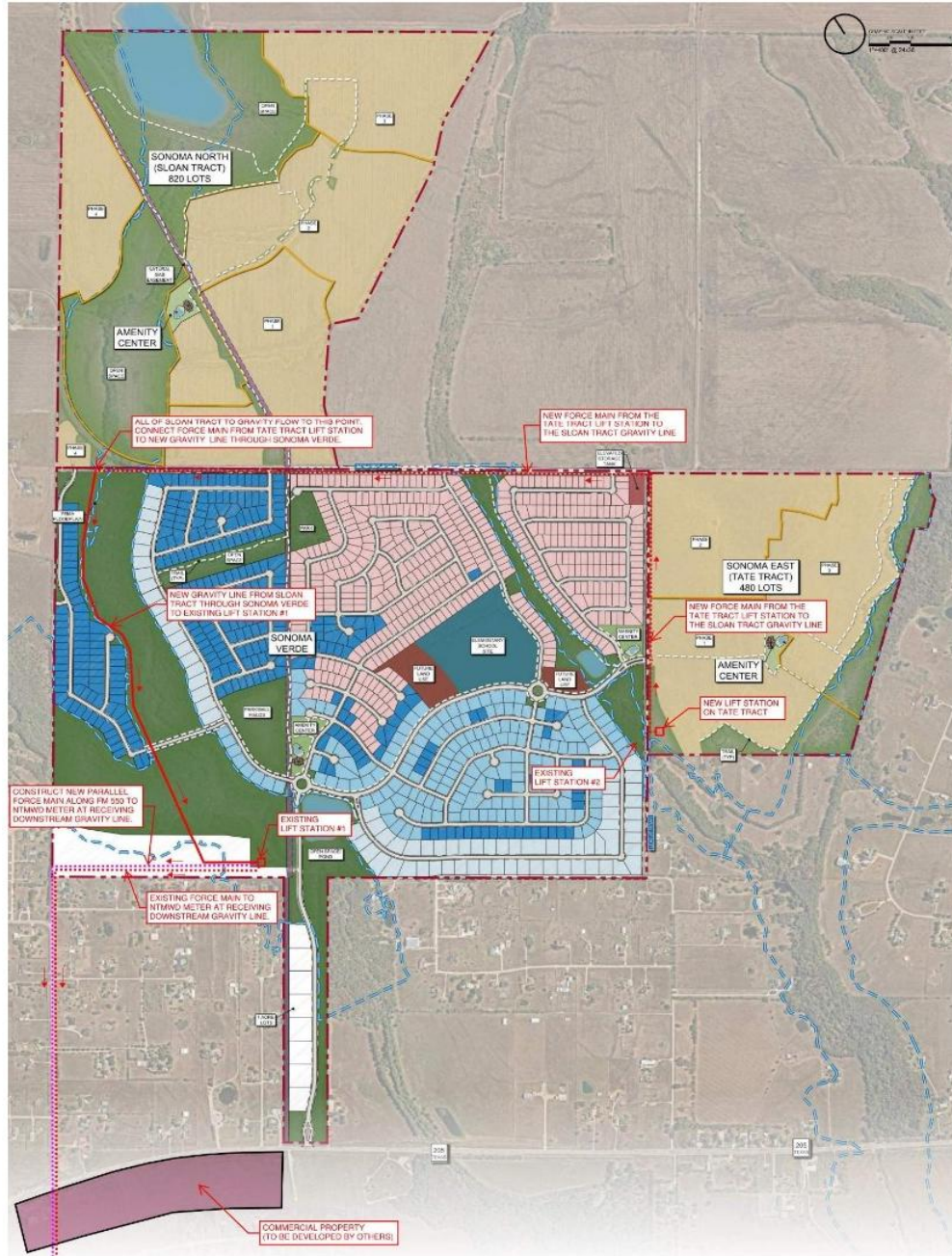


EXHIBIT H ROADWAY IMPROVEMENTS

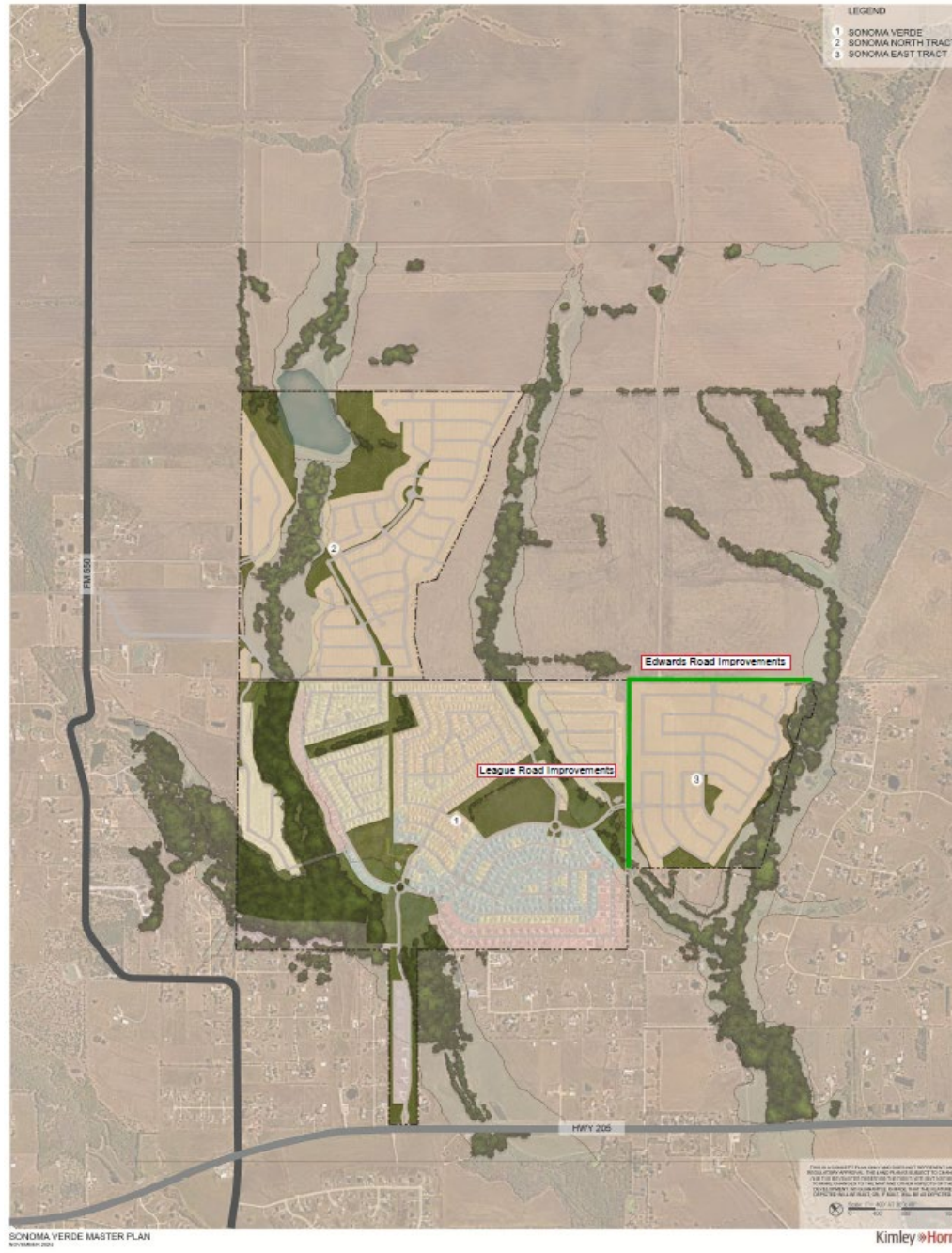


EXHIBIT I TRAIL PLAN



**DEVELOPMENT AGREEMENT
Sonoma Verde North**

This Development Agreement (this "Agreement") is executed between TDI GP, LLC (the "Owner") and the City of McLendon-Chisholm, Texas (the "City"), each a "Party" and collectively the "Parties" to be effective upon the date the Owner purchases the hereinafter defined Property (the "Effective Date"). If the Owner does not purchase the Property by December 31, 2025, this Agreement shall automatically be void and of no further force or effect on such date.

**ARTICLE I
RECITALS**

WHEREAS, Owner has entered into a contract to purchase the approximately 314.7-acre tract of land described by metes and bounds and depicted on Exhibit A (the "Property"); and

WHEREAS, the Property is located in the City's extraterritorial jurisdiction contiguous to the City's existing corporate limits and not within the ETJ or corporate limits of any other town or city; and

WHEREAS, the City's Comprehensive Plan adopted pursuant to the authority granted by Chapter 213 of the Texas Local Government Code states, "[t]here may be times when it is in the City's best interest to compromise on lot sizes, density . . . to obtain a greater outcome overall;" and

WHEREAS, the City finds that the development of the Property pursuant to the terms of this Agreement is consistent with the City's Comprehensive Plan and in the best interest of the City to obtain a greater outcome overall for the City; and

WHEREAS, the Parties intend for the Property to be annexed into the City's corporate limits and developed in accordance with the terms of this Agreement; and

WHEREAS, Blackland Water Supply Corporation ("Blackland") holds the water certificate of convenience and necessity ("CCN") for the Property, and the Parties intend that if the City is unable to secure the ability to provide retail water service to the Property, then Blackland will likely be the retail provider of water service to the Property; and

WHEREAS, there is no wastewater CCN for the Property, and the Parties intend that sewer service will be provided to the Property in accordance with the terms of this Agreement; and

WHEREAS, pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the City has and will exercise exclusive jurisdiction over the subdivision and platting of the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure ("Public Infrastructure") to serve the Property, and Rockwall County shall have no jurisdiction over such matters at any time during the term of this Agreement, including while the Property is located in the City's ETJ; and

WHEREAS, Public Infrastructure is not currently available to serve the Parties' intended development of the Property; and

WHEREAS, due to the location and other natural features of the Property, the cost of the Public Infrastructure does not allow the Parties' intended development of the Property in a cost-effective and market-competitive manner; 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 City agrees to consider the creation of a Public Improvement District encompassing the Property (the "PID") pursuant to Chapter 372, Texas Local Government Code (the "PID Act") to finance the Public Infrastructure and other public improvements that confer a special benefit on the Property in the PID (collectively, the "Public Improvements") as set forth in this Agreement; and

WHEREAS, the Parties intend for the PID to be used to finance the design, construction, and installation of the Public Improvements, and any other Authorized Improvements contained in Section 372.003 of the Local Government Code, through the levy and collection of special assessments against the Property and the City's issuance of PID bonds secured by such special assessments and by other legally available sources of bond security (the "PID Bonds"); and

WHEREAS, the Parties intend for the development of the Property to be of a comparable or better quality to the Sonoma Verde development, which is governed by the following (the "Sonoma Verde Development Agreement"): that certain Development Agreement dated effective June 11, 2007, executed by the City and Chisholm Properties, L.P., as amended by that certain First Amendment to Development Agreement dated effective January 28, 2008, that certain Second Amendment to Development Agreement dated effective September 25, 2012, and that certain Third Amendment to Development Agreement dated effective January 14, 2014, approved by the City; and

WHEREAS, the Parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.172 of the Texas Local 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 to by the Parties, the Parties agree as follows:

ARTICLE II
DEVELOPMENT REGULATIONS

2.1 Governing Regulations.

(a) Development of the Property is governed solely by the following development regulations (collectively, the "Governing Regulations"):

(i) The Concept Plan attached as **Exhibit B** (the "Concept Plan");

(ii) the development regulations set forth on **Exhibit C** (the "Development Regulations");

(iii) the subdivision regulations of the City in effect on the Effective Date and the modifications thereto attached as **Exhibit D** and the street sections attached as **Exhibit E** (collectively, the "Subdivision Regulations");

(iv) the engineering standards of the City in effect on the Effective Date and the modifications thereto attached as **Exhibit F** (the "Engineering Standards");

(v) the comprehensive zoning ordinance of the City applicable to the Sonoma Verde development based on the terms of the Sonoma Verde Development Agreement (the "Zoning Ordinance"); and

(vi) the building codes of the City in effect on January 28, 2025 (the "Building Codes").

(b) General conformance with the Concept Plan is required. Phasing, roadway layouts, and acreages shown on the Concept Plan are preliminary and subject to change at the time of platting.

(c) The Governing Regulations are exclusive, and no other City-adopted ordinances, rules, regulations, standards, policies, orders, guidelines, or other City-adopted or City-enforced requirements of any kind (including but not limited to any moratorium adopted by the City after the Effective Date or any regulations for annexation) apply to the development of the Property; provided, however, pursuant to Section 245.002(d), a permit holder, including, but not limited to, the Owner, may take advantage of recorded subdivision plat notes, recorded restrictive covenants required by a regulatory agency, or a change to the laws, rules, regulations, or ordinances of a regulatory agency that enhance or protect the project, including changes that lengthen the effective life of the permit after the date the application for the permit was made, without forfeiting any rights under Chapter 245, Texas Local Government Code or this Agreement. To the extent any provision in the Subdivision Regulations, Engineering Standards, Zoning Ordinance, or Building Codes is inconsistent with State law, such provision shall be deemed to be of no force or effect without any further action by the Parties, and State law shall apply, and nothing herein shall be deemed to be a waiver by either Party of any State law. Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the Parties agree that the Governing Regulations shall include the City's exercise of exclusive jurisdiction over the

subdivision and platting of the Property and the design, construction, installation, and inspection of Public Infrastructure. A development application, including, but not limited to, a preliminary plat and a final plat, shall be approved if it complies with the Governing Regulations. Notwithstanding the provisions in this Section 2.1, the Parties agree that, in addition to the Governing Regulations, federal and state requirements may apply.

(d) In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement controls. In the event of any conflict between the Development Regulations and any of the other Governing Regulations, the Development Regulations control. In the event of any conflict between any approved preliminary or final plat for all or any portion of the Property and any of the other Governing Regulations, the approved plat shall control.

ARTICLE III

DEVELOPMENT PROCESS

3.1 Jurisdiction. Pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the Parties intend that the City shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, and the design, construction, installation, and inspection of Public Infrastructure, and that Rockwall County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

3.2 Plat Approval and Public Infrastructure. Subdivision of the Property requires approval of preliminary and final plats by the City in accordance with the Governing Regulations and this Agreement. Public Infrastructure must be designed to comply with the Governing Regulations.

ARTICLE IV

RETAIL UTILITY SERVICE

4.1 Retail Water Service. At this time, the City is not a retail water provider, but may in the future pursue the necessary steps to become a retail water provider, including securing a wholesale water supply through a qualified wholesale source of water. The City agrees that if the City is unable to provide retail water service to the Property at the time the preliminary plat is filed, then Blackland or another retail water service provider who is willing and able to serve the Property may be the retail water service provider to the Property. If retail water is provided by an entity other than the City, the City intends to enter into an interlocal agreement with that entity prior to the levy of PID assessments and issuance of PID Bonds financing water Public Improvements.

4.2 Retail Sewer Service. There is no wastewater CCN for the Property. Based upon information furnished from Developer, the City acknowledges and agrees that there is sufficient available capacity to serve the full development of the Property with 775 single family equivalent units as contemplated by this Agreement (the "Available Capacity") pursuant to that certain Wastewater Interlocal Agreement between the City and the City of Rockwall dated March 24, 2009, and the Available Capacity is reserved for the development of the Property

during the term of this Agreement. The Owner agrees to make any required upgrades to the Sonoma Verde lift station and force main that connects to the Buffalo Creek interceptor, which will be constructed in the same manner and approximate location as the existing wastewater infrastructure located at Sonoma Verde and the force main to the Buffalo Creek Interceptor.

4.3 Wastewater Public Infrastructure. The Owner shall design and construct all of the wastewater Public Infrastructure to serve the Property, and capacity in this infrastructure shall be reserved for full development of the Property with 775 single family equivalent units as contemplated by this Agreement. The City agrees that a portion of the wastewater Public Infrastructure to serve the Property may be constructed in right of way owned by the City and/or the Texas Department of Transportation as depicted in the wastewater study attached hereto as **Exhibit G** (the "Wastewater Study"). The City has adopted a \$3,000 sewer tap fee per single family equivalent unit to connect to the Wastewater Public Infrastructure constructed by the Owner (the "Tap Fees"), and the City will collect the Tap Fees and pay \$1,800 from each Tap Fee collected to the Owner within 30 days after collecting such fees. If excess capacity exists and a third party requests a connection to such infrastructure, the City agrees that, as a condition precedent to such connection, the City will collect Tap Fees from such third party, and will pay \$1,800 from each Tap Fee collected from a third party to the Owner within 30 days after collecting such fees. Payments pursuant to this section are grants authorized by Chapter 380, Texas Local Government Code, and this Agreement is considered a Chapter 380 program. The Owner's funding or construction of the wastewater Public Infrastructure is the performance standard required for the grants provided by this section.

4.4 Roadways. The Owner shall design and construct the roadway Public Infrastructure depicted on **Exhibit H** (the "Roadway Improvements"). The City agrees to waive the collection of roadway impact fees from the Property pursuant to Chapter 395, Texas Local Government Code as a grant authorized by Chapter 380. The City will charge a roadway capital recovery fee of \$3,000 per single-family residential dwelling unit within the Property, which is due and payable prior to the issuance of a building permit for each single-family residential dwelling unit (the "Roadway Capital Recovery Fee"). The City agrees and authorizes City staff, at Owner's expense, to exercise the City's power of eminent domain to acquire any offsite easements or right of way required to construct the Roadway Improvements. The Owner's funding of the costs described in this Section 4.4 is the performance standard required for the grants provided by this section.

4.5 Chapter 380 Reporting. The City agrees to timely report this Agreement to the State Comptroller in accordance with Section 403.0246 of the Texas Government Code and Chapter 380 of the Texas Local Government Code.

ARTICLE V

PUBLIC IMPROVEMENT DISTRICT

5.1 Consent to the PID Creation. Upon receipt of a petition that is in compliance with the PID Act, the City agrees to place an item on its agenda to consider creation of the PID encompassing the entire Property pursuant to the PID Act.

5.2 PID Financing. The Public Improvements to be funded by the PID will be described in the PID Service and Assessment Plan, which Public Improvements confer a special benefit on the Property (the "PID Projects"). The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The Owner will determine the PID Project Costs, and the City and the Owner will jointly prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property. The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) and 372.014 of the PID Act. Concurrent with the levy of PID assessments and as needed to implement the Service and Assessment Plan, the City and the Owner will enter into a PID reimbursement agreement that provides for the Owner's construction of certain PID Projects and the City's reimbursement to the Owner of certain PID Project Costs.

5.3 PID Bonds. Should the City Council approve the creation of the PID, the City agrees to consider the issuance of one or more series of PID Bonds to fund the Public Improvements. If the City issues PID Bonds, for each disbursement of funds from the bond improvement account funding the costs of the Public Improvements (the "Project Fund Disbursement"), the Developer agrees to pay the City an amount equal to: (i) two percent (2%) of the Project Fund Disbursement, which will be deposited into the City's general fund and may be used for any lawful purpose, for the time and effort expended by the City employees in connection with the approval and issuance of the PID Bonds and (ii) one percent (1%) of the Project Fund Disbursement, which will be deposited into a segregated account and shall remain separate and apart from all other funds and accounts of the City and shall only be used to fund City maintenance and repairs of all road and drainage Public Improvements within the Property after the two-year maintenance bond period terminates (in lieu of requiring a homeowners association to maintain such facilities) (collectively, the "City Payment"). The Developer shall make the City Payment within ten (10) business days of the receipt of each Project Fund Disbursement.

5.4 PID Notice. When selling any of the Property after the PID is created, the Owner shall provide notice to anyone who purchases property within the PID in the form and manner required by the Texas Property Code, as amended, including specifically Sections 5.014, 5.0141, 5.0142, and 5.0143.

5.5 Miscellaneous. If the City fails to create the PID on the Property within ninety (90) days after the Owner provides to the City a petition requesting PID creation, then the Owner, at the Owner's option, may terminate this Agreement in its entirety by providing written notice to the City. If the City fails to levy special assessments and issue PID Bonds related to any phase of the Property within one hundred and eighty (180) days after the Owner provides to the City all required documents to levy such special assessments and issue PID Bonds related to any phase of the Property, then the Owner, at the Owner's option, may terminate this Agreement in its entirety by providing written notice to the City.

ARTICLE VI **ANNEXATION**

6.1 Annexation. Except as provided below, the Property is immune from full purpose annexation by the City for the Term of this Agreement. The City agrees to consider Developer's petition to annex the Property in phases subject to the satisfaction of the following conditions precedent to annexation for the portion of the Property being annexed: (a) the City's creation of the PID in accordance with the PID Act and this Agreement; (b) the City's levy of PID assessments for all of the Public Improvements to serve the phase to be annexed; and (c) the City's issuance of PID Bonds to finance all costs associated with the Public Improvements to serve the phase to be annexed.

6.2 Compliance with Section 212.172(b-1). Pursuant to Section 212.172(b-1) of the Texas Local Government Code, at the time a municipality makes an offer to a landowner to enter into an agreement pursuant to Section 212.172, the municipality must provide the landowner with a written disclosure that includes: (1) a statement that the landowner is not required to enter into the agreement; (2) the authority under which the municipality may annex the land with references to relevant law; (3) a plain-language description of the annexation procedures applicable to the land; (4) whether the procedures require the landowner's consent; and (5) a statement regarding the municipality's waiver of immunity to suit. An agreement for which a disclosure is not provided in accordance with Subsection (b-1) is void. Developer acknowledges that the City provided to the Owner all of the documents described in (1)-(5) of this section, and that neither Party shall claim this Agreement is void on the basis that such disclosure was not provided in accordance with Section 212.172 of the Texas Local Government Code. Specifically, the City's statement disclosed to the Owner (1) that the Owner is not required to enter into this Agreement (2) that the City may annex the Property pursuant to Chapter 43, Texas Local Government Code and Section 212.172, Texas Local Government Code; (3) that annexation notices will be mailed and posted on the City's website, and an annexation public hearing will be held at which interested parties have the opportunity to be heard, after which the City will adopt an annexation ordinance annexing the Property consistent with the terms of this Agreement; (4) that such annexation and associated procedures require the Owner's consent, which is given pursuant to the terms of this Agreement; and (5) the City acknowledges its waiver of immunity to suit pursuant to Section 212.172(i), Texas Local Government Code.

6.3 Annexation Services Agreement. In the event of a conflict between this agreement and any agreement with the city for services after annexation pursuant to Section 43.0672, Texas Local Government Code, this Agreement shall control, and all provisions in this Agreement that require the City to provide services to the Property shall be deemed to be incorporated into the separate annexation services agreement.

ARTICLE VII **ADDITIONAL PROVISIONS**

7.1 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, must 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.

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

7.3 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.

7.4 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 (IF APPLICABLE), MANDAMUS, AND INJUNCTIVE RELIEF (IF APPLICABLE). NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement, except as provided in Section 5.5; or
- (b) entitle the City to suspend performance under this Agreement (including, but not limited to, withholding any type of development approval or municipal service) unless the portion of the Property for which performance is suspended is the subject of the default; or
- (c) affect any portion of the Property other than the platted lot or unplatted tax parcel that is the subject to the default; or
- (d) adversely affect or impair the current or future obligations of the City to provide service to the Property; or
- (e) entitle the aggrieved Party to seek or recover exemplary damages; or
- (f) withhold approval of any plat or other development permit or wrongfully condition or deny a plat or other development permit that meets the Governing Regulations; or
- (g) limit the Term.

7.5 Governmental Functions; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights, except as provided for in this Section. The Parties acknowledge that the City waives its governmental immunity from suit pursuant to Texas Local Government Code §212.172(i) for the purpose of adjudicating a claim under this Agreement.

7.6 Assignments. Owner has the right (from time to time without the consent of the City, but upon written notice to the City) 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 must be in writing executed by Owner and the Assignee and must 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 must be provided to all Parties within 15 days after execution. From and after such assignment, the City 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. An Assignee is a "Party" and the "Owner" for purposes of the obligations, rights, title, and interests assigned. The City shall not assign this Agreement.

7.7 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. 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 has been given a copy of the documents creating the lender's interest, including notice 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 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, this Agreement shall continue to bind the Property and shall 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. The City shall not 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.

7.8 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.

7.9 Binding Obligations. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in the deed records of Rockwall County. 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 an owner; (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 on which a building has been constructed; and (c) that the term "land use and development regulations that apply to specific lots" means all of the Governing Regulations.

7.10 Releases. From time to time upon written request of Owner, the City Administrator shall execute, in recordable form, a release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Governing Regulations.

7.11 Estoppel Certificates. From time to time upon written request of Owner, 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 is in compliance with its duties and obligations under this Agreement.

7.12 Notices. Any notices, certifications, approvals, or other communications required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the notice is delivered in person to the person to whose attention the notice is addressed with a confirming copy sent by e-mail; (ii) 10 business days after the notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid with a confirming copy sent by e-mail; or (iii) when the notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address with a confirming copy sent by e-mail. For the purpose of giving any notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending notice of such change to the other Party as provided in this section.

To the City:

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

With a copy to:

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

To the Owner:

TDI GP, LLC
Attn: Stephen Davis
15441 Knoll Trail, Suite 150
Dallas, Texas 75248
E-mail: sdavis@taylorduncan.com

With a copy to:

Attn: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail: misty.ventura@svlandlaw.com

7.13 RESERVATION OF RIGHTS. THIS AGREEMENT CONSTITUTES A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. EXCEPT AS PROVIDED IN THIS SECTION, THE OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND OWNER EXPRESSLY RESERVES) ANY RIGHT THAT OWNER MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY CLAIM: (A) OF "VESTED" OR "PROTECTED" DEVELOPMENT OR OTHER PROPERTY RIGHTS ARISING FROM CHAPTERS 43 OR 245, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, OR OTHERWISE ARISING FROM COMMON LAW OR OTHER STATE OR FEDERAL LAWS; (B) THAT THE APPLICATION OF THE GOVERNING REGULATIONS TO THE DEVELOPMENT OF THE PROPERTY VIOLATES ANY LOCAL, STATE, OR FEDERAL LAW; OR (C) THAT AN ACTION BY THE CITY CONSTITUTES A "TAKING" OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY OR AN ILLEGAL EXACTION.

7.14 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.

7.15 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by ordinance duly 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. Each Party 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 Section 212.172 of the Texas Local Government Code.

7.16 Entire Agreement; Severability. This Agreement constitutes 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, (a) 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, and (b) if it is determined, as of the Effective Date, that any portion of the Property is not within the City's ETJ, this Agreement shall remain in full force and effect with respect to all of the Property that is then within the City's ETJ.

7.17 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.

7.18 No 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.

7.19 No Third Party Beneficiaries. 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.

7.20 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 30 days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, must 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" includes 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 related to an epidemic or pandemic, supply shortage delays, government acts, a state of emergency, a government order, or a quarantine.

7.21 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. Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

7.22 Iran, Sudan, and Foreign Terrorist Organizations. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company 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>.

The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable Federal law or Texas law and excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

7.23 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. Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

7.24 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,

(a) ‘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,

(b) ‘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

(c) '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.

Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

7.25 Affiliate. As used in Sections 7.21 through 7.24 of this Agreement, the Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

7.26 Survival. Notwithstanding anything contained herein, the representations and covenants contained in this Sections 7.21 through 7.24 of this Agreement shall survive termination of the Agreement until the statute of limitations has run.

7.27 Form 1295. The Parties acknowledge and agree that the Owner submitted to the City 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") at the time Owner submitted its signature page to this Agreement. The City hereby confirms timely receipt of the Form 1295 from the Owner pursuant to Section 2252.908, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The City waives all claims related to the validity and enforceability of this Agreement to the extent such claims are based on noncompliance with Section 2252.908, Texas Government Code.

7.28 Written Disclosure. The Parties acknowledge and agree that, with this Agreement and the provisions contained herein, City has provided to Owner the written disclosures required by Section 212.172(b-1) and Section 43.004 of the Texas Local Government Code, and the Parties hereby waive any claim that this Agreement may be void for failure to provide such disclosures.

7.29 Public Information. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General

or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and, to the extent such requirements apply to this Agreement, the Owner agrees that this Agreement may be terminated if the Owner knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and the Owner fails to cure the violation on or before the 10th business day after the date the City provides notice to Owner of noncompliance with Subchapter J, Chapter 552. To the extent Section 552.372, Texas Government Code applies to this Agreement, Owner is required to preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City for the duration of this Agreement; promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of the Owner on request of the City; and on completion of the Agreement, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City.

7.30 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.

7.31 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.

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

Exhibit A	Metes and Bounds Description and Depiction of the Property
Exhibit B	Concept Plan
Exhibit C	Development Regulations
Exhibit D	Subdivision Regulations
Exhibit E	Street Sections
Exhibit F	Engineering Standards
Exhibit G	Wastewater Study
Exhibit H	Roadway Improvements
Exhibit I	Trail Plan

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 _____, _____ by
_____, _____ of the City of McLendon-Chisholm, Texas on behalf of said city.

Notary Public, State of Texas

OWNER:

TDI GP, LLC
A Texas limited liability company

By: _____
Name: _____
Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on _____, _____ by
_____, _____ of TDI GP, LLC, a Texas limited liability company on behalf of said
company.

Notary Public, State of Texas

EXHIBIT A
METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE PROPERTY

314.727 ACRES

BEING a tract of land situated in the Franklin Bauguss Survey, Abstract No. 7, Rockwall County, Texas and being all of a called 316.9-acre tract of land described in deed to Sue H. Sloan, Trustee as recorded in Volume 7054, Page 155, Official Public Records of Rockwall County, Texas and being further described as follows:

BEGINNING at a 1/2" iron rod found in the southeast line of a called 26.01 acre tract of land described in deed to B&F and Son 3 LP, as recorded in Volume 1451, Page 100, Official Public Records of Rockwall County, Texas, at the northeast corner of a 1225.7210-acre tract of land described in deed to DMDS Land Company, LLC as recorded in Document Number 20200000003529, Official Public Records of Rockwall County, Texas;

THENCE South 46°01'04" East, with the common line of said 316.9-acre tract and said 1225.7210 acre tract, a distance of 4,129.87 feet to a point for corner at the easterly corner of said 316.9-acre tract and at the northernmost corner of a called 641.6711-acre tract of land described in deed to DMDS Land Company, LLC as recorded in Document Number 20200000030685, Official Public Records of Rockwall County, Texas;

THENCE with the common line of said 316.9-acre tract and said 641.6711-acre tract, the following courses and distances:

South 72°33'32" West, a distance of 991.29 feet to a 5/8" iron rod found for corner;

South 56°10'31" West, a distance of 469.91 feet to a 5/8" iron rod with plastic cap stamped "PELETON" found for corner;

South 69°41'38" West, a distance of 959.85 feet to a 5/8" iron rod with plastic cap stamped "PELETON" found for corner;

South 69°45'40" West, a distance of 686.39 feet to a cross tie fence post for corner;

North 58°21'47" West, a distance of 282.59 feet to a 5/8" iron rod with plastic cap stamped "PELETON" found for corner;

South 48°02'26" West, a distance of 401.54 feet to a 1/2" iron rod found for corner;

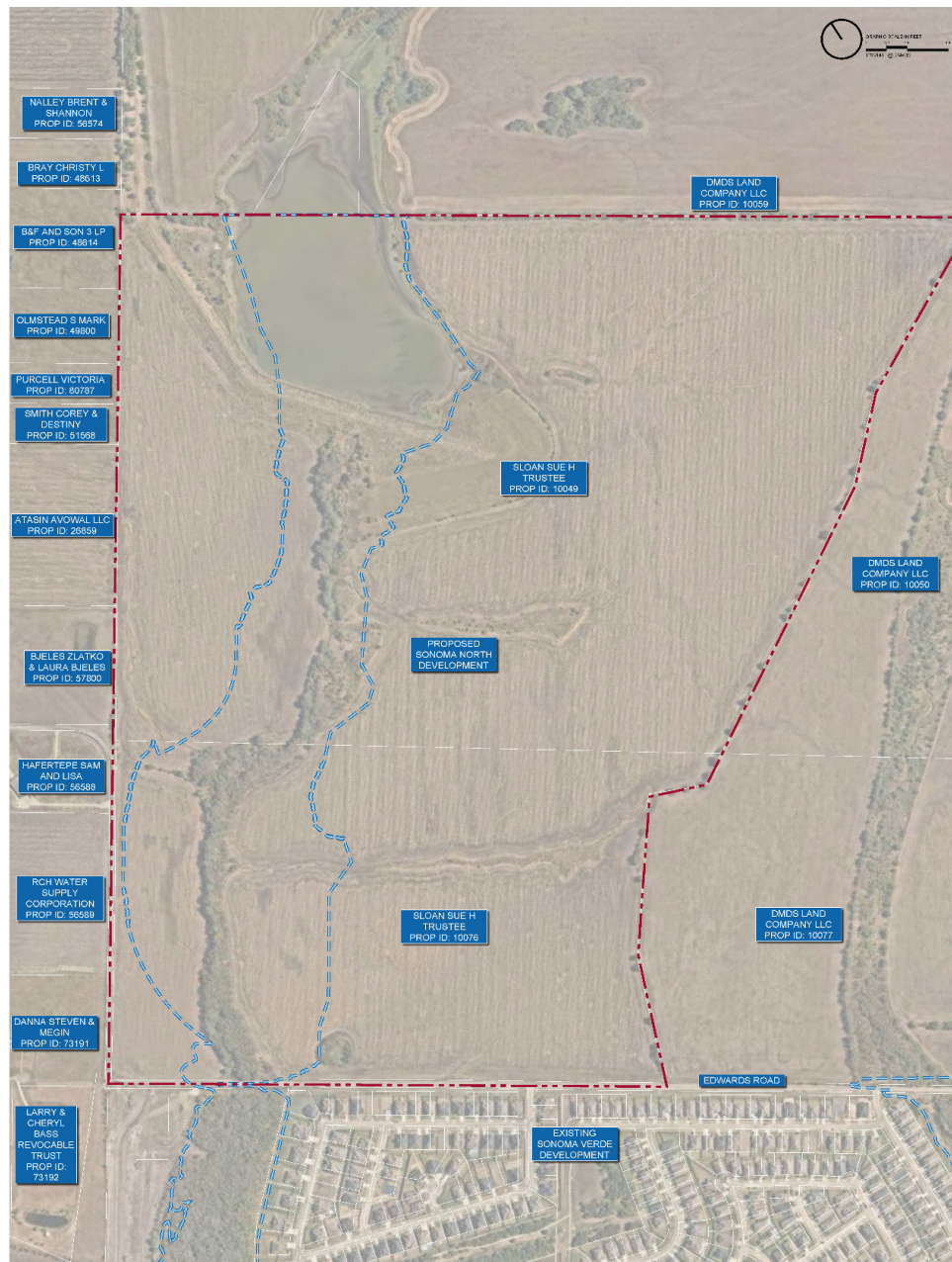
South 47°44'21" West, a distance of 385.24 feet to a 3/8" iron rod found for corner;

South 31°45'56" West, a distance of 664.19 feet to a point for corner in Edwards Road (a variable width right-of-way) at the southernmost corner of said 316.9-acre tract and at the westernmost corner of said 641.6711-acre tract;

THENCE North 45°44'37" West, with the southwest line of said 316.9-acre tract and along Edwards Road, a distance of 2,700.80 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for corner in the southeast line of a called 333.01-acre tract of land described in the deed to Maria A. Pratt, recorded in Volume 1201, Page 125, Official Public Records of Rockwall County, Texas, at the westernmost corner of said 316.9-acre tract and at the northernmost corner of a called 249.214-acre tract of land described in the deed to Land Solutions SV, LLC, recorded in Document No. 20180000014913, Official Public Records of Rockwall County, Texas;

THENCE North 44°36'47" East, with the north line of said 316.9-acre tract, and along said Edwards Road, and with the southeast line of a called 12.39-acre tract of land described in the deed to Steven and Megin Danna, Peter Danna and Kenneth Pearce, recorded in Volume 3282, Page 270, Official Public Records of Rockwall County, Texas, the southeast line of a called 40.00-acre tract of land described in the deed to Denise Wang, recorded in Volume 2219, Page 16, Official Public Records of Rockwall County, Texas, the southeast line of a called 5.00-acre tract of land described in the deed to Samuel G. Hafertepe and Lisa A. Hafertepe, recorded in Document No. 20170000020082, Official Public Records of Rockwall County, Texas, and the southeast line of a called 10.00-acre tract of land described in the deed to Laura Lynn Bjeles, recorded in Document No. 20220000009449, Official Public Records of Rockwall County, Texas, a distance of 2,337.90 feet to a 1/2" iron rod found for corner at the easternmost corner of said 10.00 acre tract and at the southernmost corner of a called 40.00-acre tract of land described in the deed to Atasin Avowal, LLC, recorded in Volume 7106, Page 260, Official Public Records of Rockwall County, Texas;

THENCE North 44°38'47" East, with the northwest line of said 316.9-acre tract and the southeast line of said 40.00-acre tract, and the southeast line of a called 10-acre tract of land described in the deed to Corey Smith and Wife, Destiny Smith, recorded in Document No. 20230000016924, Official Public Records of Rockwall County, Texas, the southeast line of a called 10-acre tract of land described in the deed to Victoria Purcell, recorded in Volume 5997, Page 176, Official Public Records of Rockwall County, Texas, the southeast line of a called 20.00-acre tract of land described in the deed to S. Mark Olmstead and wife Alyce A. Olmstead, recorded in Volume 1451, Page 100, Official Public Records of Rockwall County, Texas, and the southeast line of said 26.01-acre tract, a distance of 1,956.70 feet to the **POINT OF BEGINNING** and containing 13,709,489 square feet or 314.727 acres of land.



PRELIMINARY BOUNDARY EXHIBIT **Sonoma Verde North Tract**

City of McLendon Chisolm, Rockwall County, Texas

July 2024

Kimley»Horn

123 North Oakwood, Suite 100
 Rockwall, TX 75087
 Phone: 972-961-1111
 Email: info@kimleyhorn.com

Project: Sonoma Verde North Tract, Rockwall County, Texas
 Date: 07/24/2024
 Scale: 1" = 100'

THIS EXHIBIT IS A PRELIMINARY BOUNDARY EXHIBIT AND DOES NOT CONSTITUTE A FINAL SURVEY. IT IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF KIMLEY HORN.

1. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF KIMLEY HORN AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIMLEY HORN.

EXHIBIT B **CONCEPT PLAN**

EXHIBIT B



This is a concept plan only and is subject to change and the developer reserves the right, without notice, to make changes to the map and other aspects of the development. No guarantee is made that the features depicted will be built, or if built, will be as depicted.

SONOMA VERDE NORTH

North
Scale: 1" = 300'
Date: January 3, 2025

Sonoma Verde North Development Agreement

Page 1
Exhibit B
1509.015/966156.15

EXHIBIT C
DEVELOPMENT REGULATIONS

1. Platting of the Property is permitted prior to annexation of the Property into the City's corporate limits and prior to zoning of the Property.
2. The City agrees to consider zoning the Property as a planned development district that allows single family development as described in this Agreement, although nothing in this Agreement shall be construed as a requirement to zone the Property in any particular manner. No concept plan, development plan, or other type of drawing of the development shall be required in connection with the zoning of the Property. In the event of a conflict between this Agreement and any zoning of the Property, this Agreement shall control.
3. The maximum number of single family residential dwelling units permitted on the Property is 775.
4. The Property shall be developed with a trail system, which is generally depicted on **Exhibit I** (the "Trail Plan") attached hereto and is preliminary and subject to change by the Owner without further approval of the City at the time of platting.
5. Perimeter fencing, landscaping, buffering and screening shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement, except a solid masonry perimeter screening wall is permitted. Interior fencing may be wrought iron.
6. Building materials shall be governed exclusively by the building material requirements required by the Sonoma Verde Development Agreement and no other building design or aesthetic zoning regulations apply.
7. Building height and lot coverage shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement.
8. Street and right-of-way widths shall be governed by the requirements in the Sonoma Verde Development Agreement except as otherwise shown in the street sections attached to this Agreement and as follows:
 - a. The Owner shall construct one half of the four-lane undivided Edwards Road where it abuts the Property as depicted on **Exhibit H**. Owner shall complete construction of the portion of Edwards Road at the time a final plat is recorded for Owner's Property adjacent to Edwards Road.
 - b. Residential streets shall have a right-of-way width of 50 feet and a minimum pavement width of 31 feet measured from back of curb to back of curb.
9. Grading and drainage improvements shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement.
10. Tree preservation shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement.
11. Oil and gas drilling, extraction and related surface activities are prohibited on the Property.

12. The requirements in the following table shall apply to single family development. No base zoning district regulations from the Zoning Ordinance apply to the Property.

Development Standards	Single Family 5,500	Single Family 7,200	Single Family 7,800
Minimum lot width	50'	60'	65'
Minimum lot depth for cul-de-sac and eyebrow lots	100'	100'	100'
Minimum lot depth	110'	110'	110'
Minimum lot area	5,500 SF	7,200 SF	7,800 SF
Minimum front yard building setback	20'	20'	20'
Minimum rear yard building setback	5'	10'	10'
Minimum side yard building setback	5'	5' for interior side yards; 10' for corner lots	5' for interior side yards; 10' for corner lots
Minimum home size on maximum 20% of the lots at full build out	1,700 SF	1,800 SF	1,800 SF
Minimum home size on the remainder of the lots	1,800 SF	1,900 SF	1,900 SF

EXHIBIT D
SUBDIVISION REGULATIONS

Chapter 10

SUBDIVISION REGULATION

ARTICLE 10.01 GENERAL PROVISIONS (RESERVED)

ARTICLE 10.02 SUBDIVISION ORDINANCE

- § 10.02.001. Purpose.
- § 10.02.002. General.
- § 10.02.003. Definitions.
- § 10.02.004. Purpose, authority and jurisdiction.
- § 10.02.005. Preliminary plans and final plats.
- § 10.02.006. General requirements and design standards.
- § 10.02.007. Improvements.
- § 10.02.008. Landscape buffers.
- § 10.02.009. Floodplains.
- § 10.02.010. Drainage requirements.
- § 10.02.011. Street, alley and drainage maintenance and repair.
- § 10.02.012. Reservations.

- § 10.02.013. Variances.
- § 10.02.014. Penalty.
- § 10.02.015. Severability.
- § 10.02.016. Effective date.

ARTICLE 10.03 STANDARD STREET SPECIFICATIONS AND CONSTRUCTION DETAILS IN SUBDIVISIONS

- § 10.03.001. Subdivider financial responsibility and duty.
- § 10.03.002. Street paving strength requirements.
- § 10.03.003. Stabilization of the subgrade.
- § 10.03.004. Paving width requirements.
- § 10.03.005. Pavement slopes (traverse).
- § 10.03.006. Sawed dummy joints; expansion joints.
- § 10.03.007. Street arrangement.
- § 10.03.008. Speed limits.
- § 10.03.009. Street names.

SUBDIVISION REGULATION

ARTICLE 10.01
GENERAL PROVISIONS (RESERVED)

**ARTICLE 10.02
SUBDIVISION ORDINANCE**

§ 10.02.001. Purpose.

- (a) Under the provisions of the Constitution and laws of the State of Texas, including particularly chapter 212 of the Texas Local Government Code, as heretofore or hereafter amended, hereafter every owner of any tract of land situated within the city or within the extraterritorial jurisdiction of the city, who may hereafter divide the same in two or more parts described by metes and bounds or otherwise for the purpose of laying out any subdivision of such tract of land or any addition to the city; or for laying out suburban, building or other lots, or to lay out streets, alleys, squares, parks, or other parts, are required to submit a plat of such subdivision or addition for approval by the governing body of the city. The rules and regulations of the city established by ordinance governing plats and subdivisions of land be and the same are hereby extended to and shall apply to all of the area under the extraterritorial jurisdiction of the city.
- (b) On and after the passage of this article, any person, firm or corporation seeking approval of any plat, plan or replat of any subdivision of land within the city, and its legally established extraterritorial jurisdiction shall be required to comply with the requirements of this article before such approval may be granted.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-1)

§ 10.02.002. General.

These regulations shall govern every person, firm, association or corporation owning any tract of land within the city limits who may hereafter divide the same into two or more parts for the purpose of laying out any subdivision of any tract of land or any addition to the city, or for laying out suburban, building or other lots, or for laying out any streets, alleys, squares, parks or other portions intended to be dedicated for public use, or other portions intended for public use, or the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks or other parts.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-2)

§ 10.02.003. Definitions.

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

The word “shall” shall be deemed as mandatory. The word “may” shall be deemed as permissive.

Administrative officers. Any officers referred to by title, i.e., city manager, city attorney, city secretary, city engineer, director of public works, etc., and shall be the person so retained in this position by the city, or his duly authorized representative.

Alley. Minor way used primarily for vehicular service to the rear or side of properties otherwise abutting on a street.

Building line. A line beyond which any structure must be set back from the street or road right-of-way line or property line.

City or the city. The City of McLendon-Chisholm.

City council. The governing body of the city.

Codes. Any adopted set of regulations. All improvements within the city shall be in accordance with the codes adopted by the city.

Collector street. A street which is continuous through several residential districts and is intended as a connecting street between residential districts and thoroughfares, highways, or business districts.

Commission. The city planning and zoning commission, if active. If inactive, then commission shall refer to the city council as the authority for plat review, study and approval.

Cul-de-sac. A short residential street having but one vehicular access to another street and terminated by a vehicular turn-around.

Dead-end street. A street with only one outlet. There shall be no dead-end streets without a cul-de-sac turn-around.

Easement. An area on private property designated for some specific purpose, together with the uninhibited right of access and use of said area as long as this purpose is served.

Engineer. The city engineer, the city's consulting engineers, or their duly authorized representatives.

Final plat. Any plat or any lot, tract, or parcel of land that is to be recorded of record in the deed records of the county.

Master plan. The comprehensive plan of the city and adjoining areas as adopted by the city council, including all its revision. This plan indicates the general location recommended for various land uses, transportation routes, public developments and improvements.

Owner, subdivider, or owner/subdivider. As used herein shall refer to the person or entity owning the property in fee simple or possessing the lawful authority to subdivide or convey the property. It shall also include the duly authorized agent or representative of the owner of the real estate or a person holding a lawful and valid power of attorney concerning the property.

Plat. A subdivision exhibit, legal description, plans and necessary signature blocks.

Preliminary plan. Any plat of any lot, tract, or parcel of land that is not to be recorded of record but is only a proposed division of land for review and study by the city.

Replatting. The resubdivision of any part or all of any block or blocks of a previously platted subdivision, addition, lot or tract.

Residential street. A street which is intended primarily to serve traffic within a neighborhood or limited residential district and which is used primarily for access to abutting properties.

Resubdivision. The division of an existing subdivision, together [with] any change of lot size therein, or with the relocation of any street lines.

Street. A way for vehicular traffic whether designated a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place or however otherwise designated.

Street right-of-way width. The shortest distance between the lines, which delineate the rights-of-way of a street.

Subdivision. The division of a tract or parcel of land into two or more parts or lots for the purpose, whether immediate or future, of sale, building, development, or transfer of ownership, and shall include resubdivision.

Thoroughfare. A principal traffic thoroughfare more or less continuous across the city which is

intended to connect remote parts of the city, or areas adjacent thereto, and act as a principal connecting street with state and interstate highways.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-3)

§ 10.02.004. Purpose, authority and jurisdiction.

- (a) Under the authority of chapter 212 of the Texas Local Government Code, which is hereby made a part of these regulations, the city does hereby adopt the following regulations to hereafter control the subdivision of land within the corporate limits of the city and in the unincorporated areas lying within the extraterritorial jurisdiction of the city limits, in order to provide for the orderly development of the areas and to secure adequate provision for traffic, light, air, recreation, transportation, water, drainage, sewage, and other facilities.
- (b) Any owner of land located inside of or within the extraterritorial jurisdiction (i.e., within one-half mile) of the city wishing to subdivide such land shall submit to the city a plan of the proposed subdivision which shall conform to the minimum requirements set forth in these regulations. An owner subdividing his land into parcels of not less than five acres each for agricultural use and not involving new streets shall be exempt from these requirements.
- (c) An owner of land within the city or within its extraterritorial jurisdiction shall submit to the city a plan of the proposed subdivision which shall conform to the minimum requirements set forth in these regulations if, in addition to the conditions set forth in the foregoing subsection (b) of this section, the owner intends to lay out suburban, building or other lots, to lay out streets, alleys, squares, parks, or other parts to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to said streets, alleys, squares, parks, or other parts. An owner who intends to build on or improve any unplatted tract of real property within the city or within its extraterritorial jurisdiction shall conform to the minimum requirements set forth in these regulations if the owner must dedicate, convey, transfer, create or otherwise set aside easements for public utilities.
- (d) No subdivision plat shall be filed or recorded, and no lot in a subdivision inside of or within one-half mile of the corporate limits of the city shall be improved or sold, until a plat thereof shall have been first approved by the city council. The city shall have the authority to prohibit the installation of public utilities in unapproved streets and to prohibit the issuance of building permits for structures on lots abutting on unapproved streets.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-4)

§ 10.02.005. Preliminary plans and final plats.

(a) Procedure.

- (1) A preliminary plan of any proposed subdivision shall first be filed by the property owner or his duly appointed representative with the city secretary and submitted to the planning and zoning commission for review, study, and recommendation to the city council before the owner proceeds with the final plat of record. Following recommendation by the commission, the preliminary plan shall be submitted to the city council commission for review, study, and approval. This preliminary plan shall be drawn to a scale not to exceed 200 feet to the inch.
- (2) The preliminary plat shall contain the following information:
 - (A) Existing features inside subdivision.

- (i) The existing boundary lines of the land to be subdivided. Boundary lines shall be drawn in heavy [lines] for easy identification, complete with bearings and distances.
 - (ii) The location of existing watercourses, railroads, and other similar drainage and transportation features.
 - (iii) The location and width of existing streets, alleys, easements, pipelines, watercourses, location and site of any existing water or sewer mains.
 - (iv) An accurate legal description of the land to be subdivided.
- (B) Existing features outside subdivisions.
- (i) The name and property lines of adjoining property owners with legal file reference.
 - (ii) The name and location of adjacent subdivisions, streets, easements, pipelines, watercourses, and location and site of any existing water or sewer mains.
- (C) New features inside subdivision.
- (i) The proposed name of the subdivision.
 - (ii) The location, right-of-way width and names of proposed streets.
 - (iii) The approximate width and depth of all lots. If the side lines are not parallel, the approximate distance between them at the building line and at the narrowest point should be given.
 - (iv) The location of building lines, alleys and easements.
 - (v) The location and approximate size of sites for schools, churches, and parks and other special land uses, intended to be dedicated to public use or reserved for common use of owners in the subdivision.
 - (vi) The approximate acreage of the property to be subdivided.
 - (vii) A proposed utility ~~plant~~ ^{plan} should be included and where, unusual grade conditions exist, the city's engineer may require preliminary street grades.
 - (viii) The proposed use of any land contained in the subdivision that is not within the boundaries of lots or street right-of-way.
- (D) Key map. A key map showing relation of subdivision of well-known streets in all directions to a distance of at least one mile.
- (E) Title, etc. The date, scale, north point and title under which the plat is to be recorded, with the name of the owner and engineer platting the tract.
- (3) Submission. The city shall be furnished with ten legible prints of the preliminary plan and with ten copies of a letter of transmittal stating briefly the type of street surfacing, drainage, ~~results of site soil test reports~~, sanitary facilities, and water supply proposed, and the name and address of the owner or agent and engineer, together with a written

application for approval on a form prescribed by the city. The prints, letters and application shall be filed with the city secretary at least ten but not more than 21 consecutive calendar days before the next available meeting of the planning and zoning commission at which such preliminary plan is to be considered. A preliminary plan application filed prior to the 21st day preceding the next succeeding regular meeting may be considered as having been filed on the 21st day preceding the meeting. A preliminary plan application filed within ten days of the next succeeding regular meeting shall be considered as having been filed on the 21st day preceding the second succeeding regular meeting. A plan application which is not accompanied with the prescribed filing fees will not be considered as having been filed.

- (4) Approval. The planning and zoning commission shall recommend that the preliminary plan be approved, conditionally approved or disapproved within 30 days of the date that the plan is considered to have been filed. The city council shall approve, conditionally approve or disapprove the preliminary plan within 30 days of the date that the commission makes its recommendation. Approval of the preliminary plan shall not constitute final acceptance of the final plat.

recording of a final plat for all or portion of the area within the preliminary plan, whichever is later.

Preliminary approval will expire ~~six~~ ^{thirty-six} months after the approval by the city council of the preliminary plan or ~~final sections thereof~~, except that if the owner shall apply in writing prior to the end of such ~~six~~ ^{thirty-six} month period setting forth reasons for needing the extension, this period may be extended for another six months but not beyond a total of one year.

- ^{surveyor} (b) Final plat. After approval of a preliminary plan by the city council, a final plat, prepared by a registered ~~engineer~~ and bearing his seal, shall be submitted to the city council by filing in the office of the city secretary. Such plat shall have all changes and alterations made on it that were required on the previously submitted preliminary plan.

- (1) Sheet size and scale. All final plats shall be drawn ~~in India ink or comparable on tracing cloth or plastic tracing~~ ^{on} sheets 24 inches by ~~30~~ ³⁶ inches and to a scale of one inch equals ~~100~~ ²⁰⁰ feet or in accordance with the county final plat requirements. Where more than one sheet is required, an index sheet of ~~maximum size 18 inches by 27 inches~~ shall be filed showing the entire subdivision.

- (2) The final plat shall contain the following information.

(A) Existing features inside subdivision.

- (i) The existing boundary lines with accurate distances and bearings of the land to be subdivided. Boundary lines shall be drawn in heavy [lines] for easy identification.
- (ii) The location of existing watercourses, railroads, and other similar drainage and transportation features.
- (iii) True bearings and distances to the nearest established street lines, official monuments, or subdivision corners.
- (iv) The location and width of existing ^{and proposed} streets, alleys, easements, rights-of-way, buildings, and structures to be retained.
- (v) ~~Topographical information with contour lines at one-foot intervals.~~

to be shown on engineering drawing only, not of final plat

- (vi) An accurate location of the subdivision in reference to the deed records of the county which shall include the volume and page of the deed of the property to be subdivided.
- (B) Existing features outside subdivision.
 - (i) The name and property lines of adjoining subdivisions and of the adjoining property owners, together with the respective plat or deed references.
 - (ii) The name and location of adjacent streets, alleys, driveways, easements, watercourses, etc.

All lines outside of subdivision boundaries shall be dashed.
- (C) Streets, alleys, easements. Engineering construction standards for inspections are set forth in appendix 1.¹

The lines and names of all proposed streets or other ways or easements to be dedicated to public use shall be shown on the final plat with the following engineering data:

 - (i) For streets. Complete curve data (delta, length, radius, tangent, point of curve, point of reverse curve, point of tangent) shown on the centerline on each side of street; length and bearings of all tangents; dimensions from all angle points and points of curve to an adjacent side lot line.
 - (ii) For watercourses and easements. Drainage easements will be provided covering all land within the subdivision that is subject to inundation by a 100-year storm. Lots that are adjacent to a major watercourse will show minimum finish ~~flood~~ elevations ~~two feet~~ one foot above the calculated 100-year flood elevation. floor
- (D) Lots and blocks. The lines and numbers of all proposed lots and blocks with complete bearings and dimensions for front, rear and side lot lines, and area of each lot.
- (E) Reservations. The use and property dimensions of all special reservations, including sites for schools, churches, and parks.
- (F) Monuments and control points.
 - (i) The description and location of all permanent survey monuments and control points.
 - (ii) Suitable primary control points to which all dimension bearings and similar data shall be referred. Dimensions shall be shown in feet and decimals of a foot.
 - (iii) Reference to source of bearing for legal description.
 - (iv) Reference to existence of any floodplain indication on FEMA map.

1. Editor's note—Appendix 1 is included as an attachment to this chapter.

- (G) Key map. A key map showing relation of subdivision to well-known streets in all directions to a distance of at least one mile.
- (H) Title, etc. The date, scale, north point and subdivision title, name and address, and seal of engineer.
- (I) Dedications and certificates. Such dedications and certificates as are applicable.
- (i) A certificate of dedication of all streets, public highways, alleys, parks, utility easements, and other land intended for public use forever, signed by the owner or owners ~~and by all other parties who have a mortgage or lien interest in the property~~ and acknowledged before a notary public. All deed restrictions that are to be filed with the final plat shall be shown or filed separately.
 - (ii) A waiver of claim for damages against the city occasioned by the establishment of grades or the alteration of the surface of any portion of existing streets and alleys to conform to the grades established in the subdivision.
 - (iii) Certification by a registered engineer or a licensed state land surveyor, duly licensed by the State of Texas, to the effect that the plan represents a survey made by him, and that all the necessary survey monuments are correctly shown therein.
 - (iv) The following certificates shall be placed on the final plat, in a manner that will allow the filling in of the certificate by the proper party:

“1.

Approved:

Mayor

Date

2.

Acknowledged:

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

Witness my hand this ____ day
____, 20____.

City Secretary, City of McLendon-Chisholm, Texas”

upon completion of public improvements within the plated area, or a surety bond is provided for the future completion of the public improvements within the platted area.

- (J) Special restrictions. Where restrictions of use of land, other than those given in these regulations, are to be imposed by the owner/subdivider, such restrictions

shall be placed on the final plat or on a separate instrument filed with the plat.

- (K) Tax certificates showing that all ad valorem taxes have been paid are to be submitted concurrent with the final plat.
- (3) Submission. The city shall be furnished with ten legible prints and the original tracing of the final plat at least ten but not more than 21 consecutive calendar days before the next available meeting of the planning and zoning commission at which such final plat is to be considered. One additional copy of the final plat together with engineering plans shall be submitted to city staff for review at least ten days prior to the submission of the final plat to the city council. A final plat filed prior to the 21st day preceding the next succeeding regular meeting of the commission may be considered as having been filed on the 21st day preceding the meeting. A final plat filed within ten days of the next succeeding regular meeting shall be considered as having been filed on the 21st day preceding the second succeeding regular meeting. A plat which is not accompanied with the prescribed filing fees will not be considered as having been filed.
- (4) Approval. Final approval will expire ~~one year~~ ^{24 months} after the city council action granting approval of any final plat unless that plat has been filed for record, except that if the owner/subdivider shall apply in writing prior to the end of such ~~one-year~~ ^{24 months} period, stating reasons for needing the extension, this period may at the discretion of the city council be extended for another year but not beyond that period. The owner/subdivider may obtain approval of a portion or a section of a subdivision for which tentative or conditional approval was obtained on a preliminary plan provided he meets all the requirements of this article with reference to such portion or section in the same manner as is required for a complete addition. The final plat shall not be filed of record until the subdivision has been constructed and accepted by the city.
- (5) The owner/subdivider may, at his option, elect to combine his preliminary plan and final plat of a subdivision whenever the tract of land:
- (A) Is to be resubdivided without a change of street locations, or is so situated that the pattern of streets in said tract is predetermined by streets of immediately adjacent adjoining recorded subdivisions;
 - (B) The proposed development will be of the same use and of comparable density as adjacent existing or contemplated development; and
 - (C) Is a minimum of two and one-half acres in total area.
- (6) Administrative approval of amending plats. The mayor and city administrator may jointly approve and issue an amending plat, which may be recorded and is controlling over the preceding plat without vacation of that plat, if the amending plat is signed by the applicants only and is solely for one or more of the following purposes:
- (A) To correct an error in a course or distance shown on the preceding plat;
 - (B) To add a course or distance that was omitted on the preceding plat;
 - (C) To correct an error in a real property description shown on the preceding plat;
 - (D) To indicate monuments set after the death, disability, or retirement from practice

of the engineer or surveyor responsible for setting monuments;

- (E) To show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to location or character on the preceding plat;
- (F) To correct any other type of scrivener or clerical error or omission previously approved by the city council, including lot numbers, acreage, street names, and identification of adjacent recorded plats;
- (G) To correct an error in courses and distances of lot lines between two adjacent lots if:
 - (i) Both lot owners join in the application for amending the plat;
 - (ii) Neither lot is abolished;
 - (iii) The amendment does not attempt to remove recorded covenants or restrictions; and
 - (iv) The amendment does not have a material adverse effect on the property rights of the other owners in the plat;
- (H) To relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement;
- (I) To relocate one or more lot lines between one or more adjacent lots if:
 - (i) The owners of all those lots join in the application for amending the plat;
 - (ii) The amendment does not attempt to remove recorded covenants or restrictions; and
 - (iii) The amendment does not increase the number of lots;
- (J) To make necessary changes to the preceding plat to create six or fewer lots in the subdivision or a part of the subdivision covered by the preceding plat if:
 - (i) The changes do not affect applicable zoning and other regulations;
 - (ii) The changes do not attempt to amend or remove any covenants or restrictions; and
 - (iii) The area covered by the changes is located in an area that the city council has approved, after public hearing, as a residential improvement area; or
- (K) To replat one or more lots fronting on an existing street if:
 - (i) The owners of all those lots join in the application for amending the plat;
 - (ii) The amendment does not attempt to remove recorded covenants or restrictions;
 - (iii) The amendment does not increase the number of lots; and
 - (iv) The amendment does not create or require the creation of a new street or

make necessary the extension of municipal facilities.

Notice, hearing, and the approval of other lot owners are not required for the approval and issuance of an amending plat.

- (c) Fees and charges. The schedule of fees and charges, as adopted and maintained in the offices of the city, shall be paid into the general fund of the city when any map, plan or plat is filed with the city secretary for city council review, study and approval, or is tendered to the city council. Each of the fees and charges set forth therein may be changed or modified by the city council as set forth in the city's master fee schedule. Each of the fees and charges provided therein shall be paid in advance and no action of the city council shall be valid until the fee shall have been paid. Unless otherwise exempted or waived, any map, plan or plat not accompanied with the required fee shall not be considered as filed. The city secretary shall calculate the fees and charges in accordance with the master fee schedule.
- (1) Any engineering fees and attorney's fees incurred by the city in the plat review process [shall be paid by the owner/subdivider]. Such charges and fees shall be paid by the owner/subdivider upon presentation of an invoice for said charges. Should the owner/subdivider fail to reimburse the city for such charges and fees, the city may withhold any future approvals and/or the issuance of any permits related to the subdivision or its development.
- (2) These fees shall be charged on all plats, regardless of the action taken by the city council and whether the plat is approved or denied, unless otherwise waived or exempted by the city council.
- (3) The owner/subdivider shall cause a cashier's check or certified check to be made payable to the city secretary to cover all recording fees involved in finishing the platting process and have this delivered to the city secretary 14 days prior to the submission for approval.
- (d) Maintenance bond. The owner/subdivider shall furnish a good and sufficient maintenance bond in an amount not to exceed ten percent of the total cost of all street and alley construction within the subdivision with a reputable and solvent corporate surety, in favor of the city, to indemnify the city or association of homeowners or property owners against any repairs which may become necessary to any part of the construction work performed in connection with the subdivision arising from defective workmanship or materials used therein, for a full period of two years from the date of final acceptance of the entire project. Final acceptance will be withheld until said maintenance bond is furnished to the city.
- (Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-5; Ordinance adopting Code)

§ 10.02.006. General requirements and design standards.

(a) Streets.

- (1) Conformity to major street plan. The width and location of streets shall conform to such major street plan as the city council may have adopted, both as to horizontal and vertical alignment and right-of-way widths.
- (2) Relation to adjoining street system. The proposed street system shall extend all existing major streets and such existing secondary and local-access streets as may be desirable for convenience of circulation. Where possible, the width and the horizontal

and vertical alignment of extended streets shall be preserved.

- (3) Street jogs. Where off-sets in street alignment are, in the opinion of the city council, unavoidable, such off-sets may be employed provided the distance between centerlines is not less than 125 feet.
- (4) Large-lot subdivisions. If the lots in the proposed subdivision are large enough to suggest resubdivision in the future, or if part of the tract is not subdivided, consideration must be given to possible future street openings and access to future lots which could result from such resubdivision.
- (5) Through traffic. Local residential streets shall be designed so as to discourage high-speed or through traffic.
- (6) Topography. The street system shall bear a logical relationship to the natural topography of the ground.
- (7) Street right-of-way widths. Street width and street right-of-way width shall be measured from front lot line to front lot line of opposite lots.
 - (A) Residential streets. Residential streets shall have a minimum right-of-way width of ~~60~~ ⁵⁰ feet. Paving shall be not less than 24 feet in width with three-foot shoulders without curbs or not less than 27 feet with curbs. ^{measured from back of curb}
 - (B) Collector streets. Collector streets shall have a minimum right-of-way width of ~~70~~ ⁶⁰ feet. Paving shall be not less than 24 feet in width with six-foot shoulders without curbs or not less than 37 feet with curbs. ^{measured from back of curb}
 - (C) Major thoroughfare. The width of major thoroughfares shall be determined by the city council or the city's master thoroughfare plan; however, this classification carries a minimum right-of-way of ~~100~~ ⁸⁰ feet and a maximum of 120 feet.
- (8) Street horizontal alignment. The maximum deflection in alignment permitted without use of curve shall not exceed one degree.
- (9) Major street curves. Curves along street centerlines shall conform to the following standards, with exceptions to these standards granted only by the city council:

Minor Arterial Streets shall have a minimum right-of-way width of 80-feet

Classification	Design Speed (MPH)	Centerline Radius (feet)	
		Desirable	Minimum
Major	55	1,000	800
Secondary	40	550	425
Local	30	300	200

- (10) Reverse curves. Reverse curves whenever possible shall be separated by a minimum tangent of 100 feet. ^{for arterial streets}
- (11) Vertical curves. Vertical curves shall be provided for all grade changes greater than one degree (see appendix 1).²

(12) Dead-end streets/culs-de-sac.

(A) Turnarounds. Turnarounds are to have a minimum right-of-way radius of ⁵⁰60 feet and a pavement radius of ⁴⁰45 feet.

(B) Maximum length. The maximum length of a dead-end street with a permanent turnaround or a cul-de-sac with a permanent turnaround shall be 600 feet.

1,000 feet unless otherwise approved by the City Engineer due to topographic or other

(C) Temporary turnaround. A temporary turnaround is to be provided at the end of streets more than 400 feet long that will be extended in the future. The following note should be placed on the plat: Cross-hatched area is temporary easement for turnaround until street is extended [give direction] in a recorded plat.

(13) Street intersections.

(A) Angle of intersection. Except where existing conditions will not permit, all streets, major and minor, shall intersect at a 90-degree angle. Variations of more than ten degrees on minor streets and more than five degrees on major or secondary streets must first be approved by the city council.

(B) Radius at acute corners. Acute angle intersections approved by the city council are to have 25 foot or greater radii at acute corners.

(C) Centerline tie with existing streets. Each new street intersecting with or extending to meet an existing street shall be tied to the existing street on centerline with dimensions and bearings to show relationship.

(14) Partial or half-streets. Partial or half-streets may be provided where the city council finds that a street should be located on a property line. The following note shall be used in all such dedications: "This _____ foot strip is dedicated as easement for all utility purposes including storm and sanitary sewers and shall automatically become dedicated for street purposes when and insofar as a _____ foot strip adjacent to it is so dedicated and the required improvements are installed."

(15) Reserve strips. Provisional one foot reserves may be used along the side or end of streets that abut acreage tracts, accompanied by a note on the plat that states as follows: "One foot reserve to become automatically dedicated for street purposes when adjacent property is subdivided in a recorded plat."

(16) Street names. New streets shall be named so as to provide continuity of name with existing streets and so as to prevent conflict with identical or similar names in other parts of the city.

(17) Street and alley maintenance. The repair and maintenance of all streets and alleys shall be the responsibility of the ~~abutting property owners or a valid and functioning~~ ^{city} ~~association of homeowners or property owners within the subdivision. All applications for approval of any preliminary plan or final plat of a proposed residential subdivision in which the construction or placement of any streets or alleys is a component must be accompanied by true and correct copies of homeowner's association regulations or deed restrictions which require all street and alley maintenance to be the responsibility of a homeowner's association or abutting property owners.~~

2. Editor's note—Appendix 1 is included as an attachment to this chapter.

(b) Lots.

Lot size shall conform to the development agreement between the City and Chisholm Properties, LP dated 7-11-2007 and as amended by this Development Agreement

Minimum width shall conform to the development agreement between the City and Chisholm Properties, LP dated 7-11-2007 and as amended by this Development Agreement

Minimum depth shall conform to the development agreement between the City and Chisholm Properties, LP dated 7-11-2007 and as amended by this Development Agreement

- (1) Use. All lots shown on the plat will be for residential purposes unless otherwise noted. The standards that follow apply to residential lots.
- (2) Lot size. The minimum area of all lots shall conform with the city's comprehensive zoning ordinance. The minimum area of all lots shall be at least the size prescribed in the zoning regulations applicable to that district.
- (3) Minimum width. Lots with radial side lines diverging toward the rear shall have a minimum of 200 feet width, 75 feet behind the front property line, and lots that have radial side lot lines convergent toward the rear shall have a minimum of 200 feet width, 250 feet behind the front property line.
- (4) Minimum depth. No lot shall have a depth of less than 300 feet.
- (5) Lots on drainage easements. Minimum usable lot depths for lots backing on natural drainage easements shall not be less than 100 feet measured between front lot line and drainage easement.
- (6) Lot width definition. The lot width is the average of front and rear lot dimensions.
- (7) Lot shape. Lots should be rectangular insofar as practicable. Sharp angles between lot lines should be avoided. The ratio of depth to width should not ordinarily exceed two and one-half times.
- (8) Lot lines. Side lot lines should be perpendicular or radial to street frontage and the following note may be used in lieu of bearings: All side lot lines are either perpendicular or radial to street frontage unless otherwise noted.
- (9) Lot facing.
 - (A) Street frontage. Each lot shall be provided with adequate street access.
 - (B) Front facing. In general, an arrangement placing adjacent lots at right angles to each other should be avoided.
- (10) Lot numbering. All lots are to be numbered consecutively within each block. Lot numbering may be cumulative throughout the subdivision if the numbering continues from block to block in a uniform manner that has been approved on an overall preliminary plan.
- (11) Driveway restrictions. Rear and side driveway access to major thoroughfares shall be prohibited.

(c) Building lines.

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Side, front and rear shall conform to the development agreement between the City and Chisholm Properties, LP dated 7-11-2007 and as amended

- (1) Front street. The front building lines shall not be less than 75 feet from the front property line.
- (2) Side, rear. The side and rear building line setbacks shall be as set forth in the city's comprehensive zoning ordinance and the zoning regulations applicable to the district in which the property lies.

Alleys.

- (1) Alley width. Where provided, alley rights-of-way shall not be less than 20 feet.
- (2) Alley intersections. All alleys intersecting with another alley shall have a centerline radius of 40 feet, a property line radius of 30 feet, and shall conform to the standard details.
- (3) Dead-end alleys. Dead-end alleys will not be permitted. Alleys in new subdivisions shall connect to alleys in adjacent subdivisions wherever feasible.
- (4) Alleys required. Alleys shall be required in all business areas and in those portions of new residential subdivisions where partial blocks are needed to complete existing blocks with alleys.

(e) Easements.

- (1) Size. The size of easements for drainage shall be a minimum of 15 feet in width or as established by the city engineer.
- (2) Use. Where necessary, easements shall be retained for wires, conduits, storm sewers, sanitary sewers, water lines, open drains, gas lines or other utilities. Such easements may be required across parts of lots (including side lines), other than as described above, if in the opinion of the city council same is needed.
- (3) Underground utilities. All subdivisions shall place all utilities underground after the effective date of this article. Any 3-phase power shall be permitted overhead in designated areas.
- (4) Major trees within utility easements. Every precaution shall be utilized to protect the natural environment of the subdivision, preserving prominent trees wherever possible, and the owner/subdivider shall advise the city council of the necessity of destroying an inordinate amount of trees, and the method of restoration of the area in keeping with the spirit of the city.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-6)

§ 10.02.007. Improvements.

- (a) Monuments. Concrete monuments eight inches in diameter and 15 inches long shall be placed at reasonable intervals at all corners of the boundary lines of a subdivision. The exact intersection point on the monument shall be marked by a reinforcing bar one-half inch in diameter and 12 inches long embedded in the concrete monument.

Intermediate property corners, curve points and angle points shall be marked with a piece of one-half inch round reinforcing rod driven flush with the finished ground level or lower if necessary in order to keep same from being disturbed.

- (b) Other required improvements, see engineering and construction standards.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-7)

§ 10.02.008. Landscape buffers.

- (a) Street buffer. In all zoning districts, a 10-foot landscape edge or buffer must be provided along the entire length of the perimeter of a lot or subdivision where the perimeter is adjacent to a public or private street, exclusive of driveways and alleys. The paved and unpaved portion of any city right-of-way shall not be included in this 20-foot buffer.

an arterial street

10

- (b) Zoning district buffer. Whenever a nonresidential use, mobile-home use, or multifamily use is adjacent to property used or zoned for single-family residential purposes, the more intensive land use shall provide a landscaped area edge of at least ten feet in width along the common property line.
- (c) Subdivision entryways. These are for entrances along thoroughfares. These regulations do not include minor entrances off of collectors within the overall development limits.
- (1) Entryways into and exits from subdivisions shall be landscaped. Both sides of streets, whether public or private, which serve as a means of ingress or egress from residential subdivisions that consist of at least ten lots shall be landscaped on both sides of the entry or exit way.
 - (2) Each landscape area shall consist of not less than 25 feet of frontage along the entry and exit way and 25 feet of frontage along the adjacent street, and shall have a depth of at least 20 feet.
 - (3) Subdivision entryway landscaping shall be designed so as to avoid an impairment of visibility of operators of motor vehicles entering and exiting the subdivision when the plant materials reach full maturity.
 - (4) The developer and/or property owners of residential subdivisions that consist of ten or more lots shall have a homeowners' association that shall be responsible for the perpetual maintenance and upkeep of all landscape areas.
- (d) Plant materials. common
- (1) Landscape buffers and landscaped areas of subdivision entryways shall be planted with at least one shade tree (minimum four inches in caliper measured at four feet above natural grade and 16 feet in height at time of planting) for each 20 linear feet or portion thereof of adjacent exposure.
 - (2) When required to be planted, tree types should include trees identified in the "approved replacement tree list" of the city's Tree Preservation Code. Landscape buffers and areas shall also consist of shrubs, ornamental trees, ground cover, or sod. All plant materials shall conform to the requirements described in the most current edition of "American Standards for Nursery Stock" published by the American Association of Nurserymen.
 - (3) No tree may be planted closer than five feet of the paved portion of any impermeable surface.
 - (4) No plant material shall be planted or located in such a way that, at full maturity, the plant material may obstruct or impair the view of operators of motor vehicles on any public or private street or interfere with the use and maintenance of utility fixtures or equipment.
 - (5) In the event that any plant materials shall die or be removed or destroyed within a period of one year after planting, the developer, property owner or homeowners' association shall replace the plant material with similar or suitable plantings.
- (e) Waivers by city council.
- (1) The city council may reduce the width of the required landscape buffer when the reduction is required for public improvements.

- (2) The city council may waive or modify any of the requirements of this section upon application by the developer, property owner or homeowners' association, following recommendation by the planning and zoning commission, when deemed to be in the best interests of the public health, safety, morals or general welfare.

final plat

(f) Landscape plans.

final plat

- (1) Prior to or simultaneously with the submission of an application for approval of a site plan or ~~preliminary plan~~, including replats of existing lots and subdivisions, a landscape plan must also be submitted.
- (2) The landscape plan must show the location, type and species of all plants and plant materials and must affirmatively show compliance with the requirements of this section.
- (3) Landscape plans shall make provisions for perpetual maintenance by the developer, property owner or homeowners' association.
- (g) Lot coverage for nonresidential property. For nonresidential and multifamily property, at least 15 percent of the gross lot or tract (exclusive of rights-of-way) shall be maintained as a landscaped area. All screening, parking perimeter, and interior parking landscaping shall be included in the overall 15 percent of gross site landscaping. No parking lot tree island may be less than ten feet wide in any dimension and shall not contain less than 100 square feet of continuous permeable land.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-7A)

§ 10.02.009. Floodplains.

No permanent structures shall be built within any floodplain at an elevation below the 100-year flood line. The finished floor pad shall be a minimum two feet above the 100-year flood level. No septic tanks or on-site septic systems shall be built, located or situated in areas designated as a floodplain.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-8)

§ 10.02.010. Drainage requirements.

(a) General policy.

- (1) The commission shall not recommend for approval any plat, development plan, or subdivision which does not make adequate provision for stormwater or floodwater runoff channels or basins and the city council may not approve such plats, development plans, or subdivisions without such provisions. Drainage provisions shall ensure the health and safety of the public and property in times of flood and such drainage facilities shall not cause excessive increases in flood heights or velocities, particularly to adjacent and downstream properties. When calculations indicate that curb capacities are exceeded at a point, no further allowance shall be made for flow beyond that point, and basins shall be used to intercept flow at that point.
- (2) The owner/subdivider or applicant may be required by the planning and zoning commission or city council as a condition of preliminary plan and/or final plat approval to carry away by pipe or open ditch any spring or surface water that exists either previous to, or as a result of, the subdivision. Such drainage facilities shall be located in the road right-of-way where feasible, or in perpetual unobstructed easements of

appropriate width, and shall be constructed in accordance with the construction standards and specifications of the town.

- (b) General design standards. For all subdivisions consisting of more than ten lots, the following requirements must be demonstrated as a condition for the approval of any preliminary plan or final plat, and must be shown on the face of the plan or plat or by separate document filed contemporaneously with the application for approval of the plan or plat:
- (1) Coordination with any comprehensive master drainage plan adopted by the city council is required and shall be demonstrated in the preliminary plan and/or final plat.
 - (2) The complete drainage system is composed of:
 - (A) The initial system, consisting of inlets, storm drains, and the associated appurtenances to convey the initial storm runoff (ten-year); and
 - (B) The major system of the major runoff (100-year), which consists of swales, creeks, channels, floodways and emergency overflows to prevent water encroachment into residential and commercial facilities.
 - (3) ~~Channels are to be concrete-lined at least to the ten-year frequency channel flow level with additional height to carry the 25-year flow. 100-year flow is to be contained within the building lines of the channel. Unlined channels will be considered and may be approved for quantities of floodwater larger than the equivalent flow of a 72-inch pipe.~~
 - (4) Utilization of retention ponds and dispersion areas and preservation of major floodplains, etc., shall be strongly encouraged and may be required if a proposed drainage improvement is found to create actual or potential upstream, adjacent or downstream property damage due to the creation of excessive flood velocities or heights.
 - (5) The city's major drainage floodplains that are still functioning in a natural or semi-natural state will require special drainage and other preservation considerations. To implement this policy of the natural 100-year floodplain for flooding areas draining one square mile or more, it may be recommended that these areas be zoned for planned development when zoning requests are made so that channel improvements and preservation efforts will be coordinated and defined on the site plan before detailed plans are submitted.
 - (6) Criteria for pipes.
 - (A) Minimum velocity with the pipe flowing full shall be three feet per second.
 - (B) The minimum storm drainpipe diameter shall be 15 inches.
 - (C) Pipe diameters shall not normally decrease downstream.
 - (D) Pipe crowns at change in sizes should be set at the same elevation.
 - (7) Vertical curves in the conduit will not be permitted, and horizontal curves will be permitted ~~only with the approval of the town engineer.~~
 - (8) Inverted crown sections will be permitted only in alleys.

Channels to be designed to convey the 100-year flow. Adequate erosion control shall be provided based on design velocities as approve by the City Engineer.

in accordance with pipe manufacturer's recommendations.

- (9) At streets with culverts or bridges, an emergency overflow shall be provided to contain the 100-year channel flow within the building lines.
- (10) Detention ponds may be used to control the increase in runoff between the development and undeveloped areas if approved by the city council.
- (c) Off-site drainage.
- in the pre-developed condition
- (1) The owner or developer of property to be developed shall be responsible for all storm drainage flowing on his property. This responsibility includes the drainage directed to that property ~~by ultimate development as well as drainage~~ naturally flowing through the property by reason of topography.
- (2) Adequate consideration shall be given by the owner in the development of property to determine how the discharge leaving the proposed development will affect adjacent and downstream property.
- (3) On lots or tracts of three acres or more where stormwater runoff has been collected or concentrated, it shall not be permitted to drain onto adjacent property except in existing creeks, channels or storm sewers unless proper drainage easements or notarized letters of permission from the affected property owners are provided. If necessary easements or letters of permission cannot be obtained, the city engineer will review the downstream damage potential and make recommendations to the commission and city council.
- (4) The owner/subdivider shall pay for the cost of all drainage improvements required for the development of the subdivision, including any necessary off-site channels or storm sewers and acquisition of the required easements.
- (5) Where it is anticipated that additional runoff incidental to the development of the subdivision will overload an existing downstream drainage facility, whether natural or manmade, the commission or city council may withhold approval of the subdivision, and the city may refuse to issue building, construction or development permits, until improvements including storm sewer systems, channel grading, driveway adjustments, culvert improvements, etc., are made.
- (6) In areas where downstream pipes or channels are adequate to handle proposed increased flows, the city as one alternative may consider accepting cash payment in lieu of actual drainage improvements. The developer must show that the proposed pipe system to handle the flow from his development would not function properly without substantial downstream improvements. Prior to permitting any development that will significantly increase flood heights downstream or upstream, a hearing before the planning and zoning commission is required with special notice to the adjacent property owners.
- (d) Drainage easements.
- (1) Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within road rights-of-way, perpetual unobstructed easements for such drainage facilities shall be provided across property outside the road lines and with satisfactory access to the road. Easements shall be indicated on the plat. Drainage easements shall be carried from the road to a natural watercourse or to other drainage facilities.

- (2) When a proposed drainage system will carry water across private land outside the subdivision, appropriate drainage rights must be secured and indicated on the plat or other instrument as approved by the city. In the case of clear public interest, the city may participate in easement acquisition by power of condemnation.
- (3) The owner/subdivider shall dedicate an appropriate drainage easement either in fee or by drainage easement or by conservation easement of land on both sides of existing watercourses to a distance to be determined by the planning and zoning commission or city council.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-9)

§ 10.02.011. Street, alley and drainage maintenance and repair.

The construction, maintenance and repair of ^{City} all streets, roadways, alleys, and drainage improvements shall be the responsibility of the ~~abutting property owners or a valid and functioning association of homeowners or property owners~~. All preliminary plan or final plat applications involving subdivisions in which streets, roadways, alleys, or permanent drainage improvements are to be constructed shall be accompanied by documentation which imposes the obligation of maintenance or repair on the ~~abutting property owners or a homeowner's or property owner's association~~. In the event that an association of property owners or homeowner's is not active or becomes inactive, no further building or development permits shall be issued.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-10)

§ 10.02.012. Reservations.

- (a) Permitted purposes. No land contained in the proposed subdivision shall be reserved for any use other than a use permitted by the zoning ordinance for the district in which the land to be reserved is located.
- (b) Designated on plat. The specific use for which each piece of land is to be reserved must be shown by appropriate label or description on the subdivision plat. Provision for future abandonment of a reservation as may be appropriate must likewise be shown on said plat.
- (c) Parks and ^{open space} playgrounds. The location and size of parks and ^{open space} playgrounds shall be in accordance with the city park sites plan. Park sites when purchased by the city shall be purchased at the developer's acreage cost plus a prorated cost of improvements.
- (d) Schools. The location and size of schools shall be in accordance with the city school sites plan and with the requirements of the school district.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-11)

§ 10.02.013. Variances.

When an owner/subdivider can show that a provision of these regulations would cause unnecessary hardship if strictly adhered to and where, because of some condition peculiar to the site, in the opinion of the city council a departure may be made without destroying the intent of such provisions, the city council may authorize a variance.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-12)

§ 10.02.014. Penalty.

Any person violating this article or any portion thereof shall upon conviction be guilty of a

misdemeanor and shall be assessed a fine of not less than one dollar nor more than \$2,000.00, and each day that such violation continues shall be considered a separate offense and punishable accordingly.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-13)

§ 10.02.015. Severability.

If any section, subsection, sentence, clause or phrase of this article is for any reason held to be unconstitutional, invalid, or unenforceable, the validity of the remaining portions of this article shall not be affected thereby, it being the intent of the city council in adopting this article that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of the unconstitutionality or invalidity of any section, subsection, sentence, clause, phrase, or provision of this article.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-14)

§ 10.02.016. Effective date.

This article shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provide.

(Ordinance 2007-11, ex. A, adopted 7/23/07 ; 2007 Code, sec. 70-15; 2007 Code, ch. 70, app. 1, sec. 11)

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

§ 10.03.001. Subdivider financial responsibility and duty.

Each subdivider shall, at his own expense and cost, pay for constructing all residential streets within his subdivision.

(Ordinance 91-1, adopted 1/13/92 ; 2007 Code, sec. 66-40)

§ 10.03.002. Street paving strength requirements.

A ^{six} ~~seven~~-inch thickness of concrete pavement on a compacted subbase shall be required. The concrete must have a 28-day compressive strength of 3,000 pounds per square inch (ppsi). All steel reinforcing shall be deformed No. 3 bars on 18-inch centers both ways.

(Ordinance 91-1, sec. 1, adopted 1/13/92 ; 2007 Code, sec. 66-41)

§ 10.03.003. Stabilization of the subgrade.

Subgrade stabilization must be six inches thick with hydrated lime. This shall be spread uniformly and sprinkled to the proper moisture content. The soil, lime and water shall be mixed until a homogenous product is obtained that is free of clods and lumps. The mixture shall be immediately rolled and compacted to 95 percent of standard proctor density.

(Ordinance 91-1, sec. 2, adopted 1/13/92 ; 2007 Code, sec. 66-42)

§ 10.03.004. Paving width requirements.

The width of all residential streets shall be no less than 28 feet between both faces. The minimum right-of-way requirement shall be no less than 50 feet.

(Ordinance 91-1, sec. 3, 1/13/92 ; 2007 Code, sec. 66-43)

§ 10.03.005. Pavement slopes (traverse).

The traverse pavement slope shall consist of a parabolic curve from the pavement centerline to the curb. The crown of the curve shall be one-fourth-inch per one foot of street width above the curb level grade.

(Ordinance 91-1, sec. 4, adopted 1/13/92 ; 2007 Code, sec. 66-44)

§ 10.03.006. Sawed dummy joints; expansion joints.

- (a) Sawed dummy joints (traverse) shall be required and shall not be more than 20 feet apart.
- (b) Longitudinal sawed dummy joints shall be required when concrete is poured in a continuous width of 20 feet or more. The longitudinal dummy joints shall be located at the centerline of the total width.
- (c) Expansion joints shall be placed at distances no greater than 600 feet.

(Ordinance 91-1, sec. 5, adopted 1/13/92 ; 2007 Code, sec. 66-45)

§ 10.03.007. Street arrangement.

- (a) All streets shall be laid out so that they intersect at right angles with a maximum tolerance of plus or minus five percent.
- (b) Culs-de-sac shall not be longer than ^{1,000}~~2,000~~ feet from the nearest intersecting street, and shall provide a turnaround having an outside roadway diameter of at least 80 feet in areas zoned SF2 and SF3. Culs-de-sac shall not be longer than 3,000 feet in areas zoned SF1.
- (Ordinance 91-1, sec. 6, adopted 1/13/92 ; 2007 Code, sec. 66-46)

§ 10.03.008. Speed limits.

Speed limits ^{on residential streets}~~in subdivisions~~ shall be no more than 30 mph. The subdivider shall at his own expense provide and install speed limit signs. ~~On-street parking is prohibited.~~

(Ordinance 91-1, sec. 7, adopted 1/13/92 ; 2007 Code, sec. 66-47)

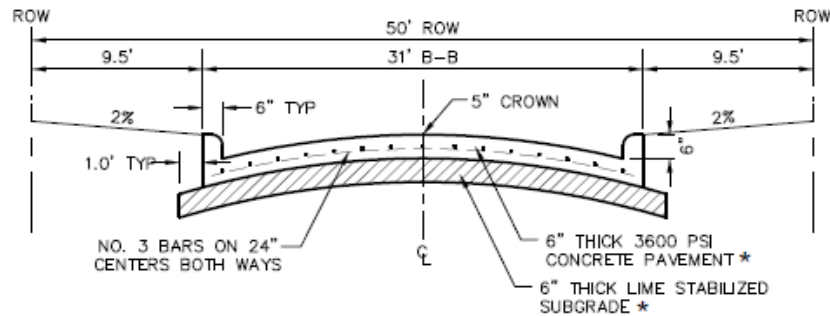
§ 10.03.009. Street names.

All streets must be named and the names must be approved by the city council.

(Ordinance 91-1, sec. 8, adopted 1/13/92 ; 2007 Code, sec. 66-48)

unless otherwise approved
by the City Engineer due to
topographic or other property
constraints

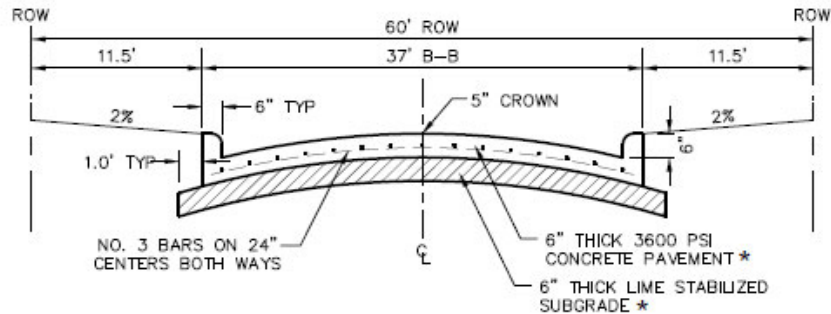
EXHIBIT E STREET SECTIONS



PARABOLIC STREET SECTION (LOCAL STREETS)

NTS

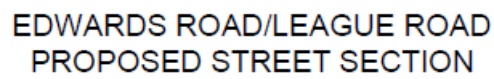
* NOTE: THESE REPRESENT THE MINIMUM PAVING STANDARDS. ALL PAVING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THE PHASE.



PARABOLIC STREET SECTION (COLLECTOR STREETS)

NTS

* NOTE: THESE REPRESENT THE MINIMUM PAVING STANDARDS. ALL PAVING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THE PHASE.



NOTE: THESE REPRESENT THE MINIMUM PAVING STANDARDS. ALL PAVING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THE PHASE.

EXHIBIT F
ENGINEERING STANDARDS

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10 Attachment 1

APPENDIX 1 ENGINEERING AND CONSTRUCTION STANDARDS FOR STREETS AND DRAINAGE, WATER AND SEWER SYSTEMS

Section 1. Definitions pertaining to this section, Appendix 1, Engineering and construction standards

The following words, terms and phrases, when used in this appendix, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building setback line. The line on a plat delineating the nearest point to which buildings may be located to a street line, alley line or building lot line.

City. The City of McLendon-Chisholm, Texas.

Dead-end street. A street, other than a cul-de-sac, with only one outlet.

Engineer. A person duly authorized under the provisions of the Texas Engineering Practice Act, as heretofore or hereafter amended, to practice the profession of engineering, and when reference is made to the city engineer, the designation means either an engineer directly employed by the city or the city's engineering consultants, as the case may be.

Inspector. A person duly authorized by the city who may be employed by the city or by the city's engineering consultants, as the case may be, and designated to inspect any portion or all of the construction performed in the subdivision either on a part-time or full-time basis. His duties shall consist of inspecting all work during construction and/or after completion to determine compliance with the plans, specifications and subdivision regulations, with authority to stop the work during construction for non-completion, if the work is defective.

Local residential or minor street. A public thoroughfare which is intended primarily to serve as access to residential property within a neighborhood interior or limited residential district and is not aligned or located to attract other than limited local traffic movements.

Lot. An undivided tract or parcel of land having frontage on a public street and which is, or in the future, may be offered for sale, conveyance, transfer or improvement as a building site; which is designated as a distinct and separate tract.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 1)

Section 2. Policy

(a) *Approval of city.* It shall be unlawful for any owner of land to lay out, subdivide, plat or replat any land into lots, blocks and streets within the city, or within the extraterritorial jurisdiction of the city without the approval of the city council. It shall be unlawful for any such

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owner or agent to offer for sale or sell property therein or thereby, which has not been laid out, subdivided, platted or replatted with the approval of the city council.

(b) Design standards. Typical cross sections shall be shown on the plat of the type and width of paving proposed for the streets. Curbs and gutters, pavement types and drainage structure design standards of the city, ~~in effect at the time of submission of the plat~~, shall be used, subject to the approval of the city council and the city's engineer. per this development agreement

(c) Completion and inspection. Once the final plat has been approved by the city council, the filing of final plats will not be permitted until the streets have been completed and inspected by the city or a bond of an equivalent amount of money placed in escrow to cover the cost of the streets and utility installation.

(d) Recording required. The final approval of a final plat of a subdivision shall be invalid unless such approved plat of such subdivision is recorded in the office of the county clerk within ~~120 days~~ after the date of its final approval by the city council.

1 year

(e) Building permits, utility connections. No building permit nor any water, sewer, plumbing or electrical connections shall be issued by the city to the owner or any other person with respect to any property in any subdivision covered by this article until:

- (1) Such time as the developer and/or owner has complied with the requirements of this article and the final plat regarding improvements with respect to the block facing the street and/or streets on which the property abuts, including the installation of streets with proper base and paving, curb and gutter, alleys, water and sewer services and drain facilities where necessary, all according to the specifications of the city; or
- (2) Until the developer and/or owner files a corporate surety bond with the city in a sum equal to the cost of such improvements for the designated area guaranteeing the installation thereof within the time stated in the bond, which time shall be fixed by the city.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 2)

Section 3. Street improvements and oversizing

(a) When a proposed subdivision of land abuts on both sides of an existing standard road, or on one side of said road, being substandard according to the then-existing current Texas Department of Transportation Standard Specifications, the developer shall be required to improve the existing road, to bring the same to the Texas Department of Transportation Standards, or replace it with a standard city street at no cost to the city. If the proposed subdivision is located along only one side of a substandard road, and when in the city council's judgment, it is not feasible to reconstruct said substandard road at the time of the development of said subdivision, the city council may permit the developer to pay into escrow an amount equal to 115 percent of the cost of said improvements as a condition of the approval of the final plat of the subdivision. If the proposed subdivision is located along a state road, which is

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considered substandard, the developer shall be required to escrow funds for the cost of improvements for curb and gutter and storm drainage. State roads shall include St. Hwy. 205, FM 550 and FM 1139. The amount of the escrow shall be determined by the city engineer and shall be payable prior to construction of the subdivision streets and utilities. When funds have been provided and placed in escrow with the city for the development of a substandard road, and the road is reconstructed by a party other than the escrowing developer and at no cost to the city, the escrowed funds and accrued interest, if any, shall be refunded to the developer after completion and acceptance of the improvements. Where in its judgment, the public convenience and welfare will be substantially served and the appropriate use of the neighboring property will not be substantially injured, the city council may, in specific cases, at a regular meeting of the city council, and subject to appropriate conditions and safeguards, authorize special exceptions to these regulations in order to permit reasonable development and improvement of property where the literal enforcement of these regulations would result in an unnecessary hardship.

(b) All new roads within proposed subdivisions shall, at minimum be built to a width and design which will adequately serve that subdivision. In addition, when required by the city in the interest of the community, the developer may be required to build larger streets to the width shown on the thoroughfare plan. Streets which dead-end at power lines, railroads, or similar right-of-way, which are intended for future extension across these rights-of-way, shall be constructed in right-of-way for half the distance across the rights-of-way. Where streets are adjacent to undeveloped land and the property line is normally the centerline of the street, the developer shall provide right-of-way of sufficient width and shall construct paving a minimum width of 27 street width feet, if deemed necessary by city engineer or traffic planner. In the event the street and/or railroad crossing has been constructed or is being constructed by others, the developer shall pay his pro-rata share of the improvements. Escrow or pro-rata shall be payable prior to construction of streets and utilities.

~~(c) The improvement, maintenance and repair of all streets and alleys within subdivisions shall be the perpetual responsibility of a homeowner's association. To ensure such obligation, the developer shall submit proposed homeowner's association regulations, bylaws and requirements which impose this street maintenance and repair obligation on the association.~~

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 3)

Section 4. Off-site access roadways

~~Dependent upon the circumstances of a particular subdivision where access is not deemed adequate by the city council, the council may require the developer to provide and construct off-site access roadways which conform to the street layout standards. If such access is provided, the developer and city shall enter into a facilities agreement prior to final plat approval, for the construction of such access roadway. Such agreement shall contain engineering cost estimates, the number of square feet in the proposed roadway, any pro rata schedules plus any other matter deemed appropriate by the parties. (Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 4)~~

Section 5. Street lighting

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Developer shall be required to provide streetlights in all new subdivisions. Lights will be the equivalent of 175-watt mercury vapor streetlights located at entrances, intersections and cul-de-sac with exceptions to be approved by the city council. All collector and thoroughfare, or commercial streets, shall have high-pressure sodium vapor fixtures with wattage of 250 to 400 watts as directed by the city. In some instances, greater wattage may be required by the city. The city reserves the right to inspect the street lighting construction. Initial cost of installation and cost of operation and maintenance shall be paid to the local utility company. Maintenance and operation costs shall be the responsibility of the applicable homeowner's association. ~~The regulations, bylaws and requirements of the association shall contain and impose this requirement. (Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 5)~~

Section 6. Street signs

The developer of a subdivision shall at his expense install street signs to the city specifications prior to any building permits being issued for this subdivision. (Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 6)

Section 7. Inspection of construction by city personnel

All inspection of construction and verification of compliance to the plans and specifications shall be conducted by the city's staff under the direction of the engineer. Streets are included in this inspection requirement. The developer shall advise all of his construction contractors of this requirement. No development will be accepted by the city until all construction has been approved by the city's staff. The developer shall be responsible for any additional expense to the city, at a rate established by the city, at any time when inspection is done after normal business hours of the city, or when the improvements built will be privately owned. The developer will be responsible for furnishing to the city the original reproducible engineering drawings corrected to show "as-built" conditions before any utility improvements will be accepted. Building permits will not be issued until all public or required improvements are accepted by the city, unless in the opinion of the city engineer, issuance of building permits prior to completion will not be detrimental to the city. (Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 7)

Section 8. Street system

(a) General. The street system, including the street layout, shall be in accordance with generally accepted engineering practices and in compliance with the comprehensive plan, the zoning ordinances, the subdivision regulations and other applicable regulations and ordinances. The plans and specifications, design computation, and other applicable data shall be submitted to the city for review. The subgrade materials will be tested in accordance to the standard specifications for construction, unless otherwise approved by the city. In general, the soils testing will include the testing of Atterburg limits. Lime stabilization of the subgrade will be required if the plasticity index (P.I.) is 15 or above. Lime stabilization or concrete stabilization may be required for soils showing a P.I. of 15 or less. Construction shall not commence prior to approval of the plans and specifications by the city. All changes during construction shall be submitted to the city engineer for approval prior to any construction modifications.

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(b) Street arrangement. Unless otherwise approved by the city, provisions shall be made for the extension of existing major arterials, collector streets and those residential streets which may be necessary to provide circulation with adjacent areas. The street arrangements shall conform with the intent of the thoroughfare plan as adopted by the city. Adequate collector streets shall be provided for the circulation of traffic throughout the development. Residential streets shall be provided to accommodate local area use within the development. Off-center street intersections will not be approved except under unusual circumstances. A minimum distance of 150 feet shall be provided for off-center street intersections unless approved by the city engineer. On major arterial streets the city may require distances greater than 150 feet for off-street intersections. Curvilinear streets are permissible and encouraged in residential areas.

(c) Horizontal curve limitations. The minimum radii at the centerline of the street shall be in accordance with Table 8.1.

Table 8.1 Minimum Radii Requirements at the Centerline of Streets	
Type of Street	Minimum Radius in Feet
Residential Street	250 200

(d) Block lengths. In general, streets shall be provided at such intervals as to serve cross traffic adequately and to intersect with existing streets. Where no existing plats control, the blocks shall be not more than 1,600 feet in length or less than 300 feet in length except in unusual cases. Block arrangements must provide access to all lots, and in no case shall a block interfere with traffic circulation.

(e) Street intersections. More than two streets intersecting at one point shall be avoided except where it is otherwise impractical to secure a proper street system. Where several streets converge at one point, setback lines, special rounding or cut-off corners and/or a traffic circle may be required to ensure safety and to facilitate traffic movement. When possible, arterial and collector streets shall intersect other arterial and collector streets at an angle of 90 degrees. Arterial and collector street intersections shall have property line corner radii with a minimum tangent distance of 30 feet. Residential streets shall have as the property line corner the point of intersection of intersecting streets. In all cases the curb radii at intersections shall have a minimum radius of 20 feet as well as a minimum tangent distance of 20 feet measured from the face of the curb. In all cases of streets that intersect at angles other than 90 degrees, the city may require radii that in the city's judgment best serve the situation.

(f) Relation to adjoining streets. The system of streets designated for the development must, except in unusual cases, connect with streets already dedicated in adjacent developments. Where no adjacent connections are platted, the streets must be the reasonable projection of streets in the nearest subdivided tracts and must be continued to the boundaries of the tract development so that other developments may eventually connect with the proposed development. Strips of land controlling access to or egress from other property or any street having the effect of restricting or damaging the adjoining property for development or subdivision purposes or which will not be taxable or accessible for special improvements shall not be permitted in any development unless such reserve strips are conveyed to the city in fee simple. When such access is needed to maintain permanent city-owned utilities, the roadway will be an improved right-of-way. If the utilities are temporary, an improved easement may be approved.

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(g) Dead-end streets, culs-de-sac. Cul-de-sac or courts or similar dead-end streets may be permitted where the form or contour of the land or the shape of the property make such street design appropriate. Such culs-de-sac, courts or places shall provide proper access to all lots and shall generally not exceed 600 feet in length, and a cul-de-sac shall be provided at the closed end with a minimum right-of-way radius of 50 feet. The minimum right-of-way for streets and culs-de-sac are as set forth in Table 8.2.

Table 8.2 Minimum Right-of-Way Requirements	
Type of Street	Minimum Right-of-Way in Feet
Residential	50
Culs-de-sac	50**

The required right-of-way for state highways and streets may exceed this minimum right-of-way standard.

** The right-of-way ~~line~~ in the cul-de-sac section shall be a minimum of 50 feet.

(h) Street grades. Thoroughfare streets may have a maximum grade of five percent, unless the natural topography is such as to require steeper grades, in which case a seven and one-half percent grade may be used for a maximum continuous distance of 200 feet. Collector streets may have a maximum grade of seven and one-half percent. Residential streets may have a maximum grade of ten percent, unless otherwise approved by the city where the natural topography is such as to require steeper grades. All streets must have a minimum grade of at least five-tenths of one percent. Centerline grade changes with an algebraic difference of more than one percent shall be connected with vertical curves in compliance with the minimum length requirements set forth in Table 8.1.

(i) Pavement design. Pavement design shall be in accordance with good engineering practice. All streets shall be constructed from Class "C" concrete. Pavement shall be reinforced with No. 3 bars at 24-inch centers in both directions. Minimum concrete thickness of pavement shall be six inches for residential and minor collector streets which are not subject to heavy truck or equipment traffic. The design speed shall be in accordance with the following tables:

Table 8.3 Minimum Length of Vertical Curves—In Feet

Algebraic Difference In Grade – Percent	Crest Vertical Curves Design Speed		
	30 MPH	40 MPH	50 MPH
1.0	100	100	100
2.0	100	110	170
3.0	100	165	225
4.0	120	220	340
5.0	150	275	425
6.0	180	330	510
7.0	210	385	595
8.0	240	440	680

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9.0	270	495	765
10.0	300	550	850

Sag Vertical Curves			
Algebraic Difference In Grade-Percent	Design Speed		
	30 MPH	40 MPH	50 MPH
1.0	100	100	100
2.0	100	110	150
3.0	105	165	225
4.0	140	220	300
5.0	175	275	375
6.0	210	330	450
7.0	245	385	525
8.0	280	440	600
9.0	315	495	675
10.0	350	550	750

Table 8.4 Maximum Design Speeds for Thoroughfares and Streets

Type of Street	Maximum Design Speed
Residential Streets	30 Miles Per Hour

The subgrades shall be compacted and finished to a smooth uniform surface. Subgrades of native material which have a Plasticity Index (P.I.) of 15 or more shall be lime stabilized to a minimum depth of six inches. The lime stabilization shall be used for the full width of the street, back of curb to back of curb, plus one foot on each side. The minimum lime content shall be six percent of the dry weight of the material.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 8)

Section 9. Drainage and storm sewers

Adequate drainage shall be provided within the limits of the subdivisions and drainage design and improvements shall be shown on the plat. The protection of adjoining property and downstream properties shall be considered in the review of plans submitted. An application for approval of a preliminary plan or final plat may be denied if adequate provisions are not clearly displayed within the content of the application.

- (1) Size. Sizing of inlets, storm sewers, out falls, culverts and drainage ditches will be based on the following:

Design storm. The design storm will be based on rainfall intensity-frequency data published by the U. S. Weather Bureau, Technical Paper 25. Pipe storm sewers and streets carrying storm will be designed with a combined capacity to carry the 50-year storm. Storm drainage systems with an emergency overflow will be designed to carry the 50-year storm. Bridges will be designed with a low point two feet above the 50-year storm line.

Storm drains with no emergency overflow will be designed to carry the 100-year storm

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Runoff computations. To determine the runoff rates for the various areas, the standard rational method will be used, utilizing the formula $Q=CIA$, where Q = rate of runoff in cubic feet per second, C = runoff coefficient, I = rainfall intensity for the particular duration in inches per hours, and A = the drainage area in acres.

Drainage areas will be arrived at by considering location of high and low points on street grades, drainage divides in the area, and general configuration of existing and finished grades.

Runoff coefficient. The runoff coefficient which considers the character of the land use and the imperviousness of the drainage area shall be determined from the zoning map or master plan for the city. The runoff coefficient for the appropriate land uses shall be as follows:

Commercial areas: 0.90

Industrial areas: 0.85

Residential areas: ~~0.45~~ 0.50

Apartment areas: 0.80

Park areas: 0.35

Paved areas: 0.90.

- (2) Time of concentration. The time of concentration will be calculated by determining the longest route the runoff will follow and dividing this length by the average velocity (FPS) of the water from the following chart:

Description of Watercourse	Slope in Percent			
	0- (ft./sec.)	4-7 (ft./sec.)	8-11 (ft./sec.)	12-15 (ft./sec.)
Woodlands	1.0	2.0	3.0	3.5
Pastures	1.5	3.0	4.0	4.5
Cultivated	2.0	4.0	5.0	6.0
Pavements	5.0	12.0	15.5	18.0

Min time of concentration for residential is 15 minutes

- (3) Sizing of sewers. Sewers shall be sized to carry the discharge (Q) derived from the above formula. Capacity of storm sewers will be determined by the use of Manning's formula on the basis of hydraulic gradients rather than the physical slope of the pipe. Minimum size of the storm sewer shall be 18 inches or equivalent.
- (4) Sizing and spacing of inlets. Inlets shall be spaced so that maximum spread of water will provide one dry traveling lane on major and secondary thoroughfares,

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and major and secondary streets. Inlets will be provided at all sag points in gutter gradient. On thoroughfares, all inlets shall be recessed a minimum of 18 inches from the face of curb, and curbs shall be tapered to the inlet. Inlets will be sized using an allowable capacity of one cubic foot per second of opening for a throat height of seven and one-half inches.

- (5) Manholes. Manholes (inlets or junction boxes) shall be provided at main sewer intersections, and at a maximum of 500 feet on straight lines. Design of manholes shall conform to city standards. Storm pipe can be designed using curves
- (6) Inlets. Design of inlets shall conform to city standards.
- (7) Pipe. Pipe for storm drains shall be concrete pipe in sizes as shown on the approved plans. All pipe shall be reinforced concrete pipe (RCP), ASTM C76, Class 3. Where, in the opinion of the city building official or engineer, added strength of pipe is needed for traffic loads over minimum cover or for excessive height of backfill, concrete sewers may be used for storm sewers 36 inches and larger.
- (8) Ditches. Drainage ditches, where approved by the city council, may be used for outfalls to natural or major drainage channels. Ditches shall have a minimum grade of not less than one-tenth percent and side slopes not steeper than 2:1, unless side slopes are paved.
- (9) Out falls. Out falls from sewers and ditches into natural drainage ways shall enter at the grade of the natural drainage channel. If necessary, drop type outfall structures shall be used to prevent erosion.
- (10) Major drainage ways and structures. Design of major drainage ways through a subdivision and major structures, such as box culverts or bridges, across a major drainage channel, shall be coordinated with the county flood-control district, if such exists.

(Ordinance 2007-11, ex. A, adopted 7/23/07; 2007 Code, ch. 70, app. 1, sec. 9)

Section 10. Water service

An approved water service plan from a municipal water supply, rural water supply corporation, municipal utility district, or privately owned water system or individual wells shall be furnished. The location of all fire hydrants must be clearly shown. Fire hydrants shall only be placed on line of adequate size and pressure to provide fire water per state standards or city standards. Water sources to fill fire trucks may be required in the subdivision. Verification must be provided by letter from the applicable water supplier, accompanied by a copy of the minutes of the board and/or other corporate approval, which certifies that the water supply and proposed meter/water distribution system are sufficient in quality, quantity, and pressure to adequately meet the future needs of the inhabitants of the proposed subdivision. The minimum standards consist of six inch lines-looped.

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- (1) Water lines. Water systems shall be of sufficient size to furnish adequate domestic water supply, to furnish fire protection to all lots, and to conform with any master water plan of the city. All water mains shall generally be constructed in street rights-of-way.

- (2) Pipe. ~~All water mains 12-inch and smaller shall be PVC or plastic pipe, with single rubber gasket joint, and a cement mortar lining of the "Enamaline" type, or other Class 150 equal, and shall have a minimum cover of 42 inches. Water mains one-inch and larger shall be reinforced concrete steel cylinder pipe, Class 150 minimum.~~

Pipe shall be in accordance with Blackland Water Supply requirements

- (3) Size. ~~A minimum of six-inch water line shall be specified except that four-inch lines may be allowed on short dead-end streets when approved by the city's engineer.~~

Pipe size shall be in accordance with Blackland Water Supply requirements

- (4) Fittings. ~~Fittings shall be PVC.~~

Fittings shall be in accordance with Blackland Water Supply requirements

- (5) Fire hydrants. ~~In general fire hydrants or risers shall be located so as to place all of every lot within a radius of 500 feet of a fire hydrant in residential areas and within a radius of 300 feet in commercial or industrial areas.~~

Fire hydrants shall be in accordance with Blackland Water Supply requirements

- (6) Embedment. ~~All water mains will be installed on a minimum of four inches of sand below bottom of pipe and backfilled to at least six inches over the top of the pipe with sand.~~

Embedment shall be in accordance with Blackland Water Supply requirements

- (7) Pressure test. ~~After the complete installation, the waterworks shall be tested to a hydraulic test pressure of not less than 150 pounds per square inch, maintained over a continuous period of not less than four hours. If the test indicates a leakage in excess of ten gallons per inch of nominal diameter of pipe per mile during the four-hour test period, then the leaks shall be found and repaired. All known leaks shall be stopped regardless of this requirement.~~

Pressure test shall be in accordance with Blackland Water Supply requirements

- (8) Disinfection. ~~Prior to the acceptance and before any open connection to any existing water main is made, the waterworks shall be disinfected with a minimum of 50 parts per million of available chlorine in all parts of the waterworks. After chlorination and flushing, the developer shall fill the waterworks with water and the city shall take samples of water taken from several locations, not less than one per section, or two per mile, for bacteriological tests. In the event the bacteriological tests are positive (unsatisfactory), the developer shall drain the lines, and repeat the chlorination until the test results are negative, or satisfactory.~~

Disinfection shall be in accordance with Blackland Water Supply requirements

- (9) Modeling analysis requirements.

- (A) A water distribution modeling analysis shall be performed by the applicable water supplier and submitted to the city engineer for review and approval ~~prior to the submittal~~ of the final plat. In addition, once the fire hydrants are installed and pressurized, an independent testing laboratory shall field verify

with submittal of engineering plans

SUBDIVISION REGULATION

the residual pressure and flow required per the International Fire Code, as adopted by the city. The test results shall be submitted to the city engineer for review and comment as a part of the plat review process.

- (B) All subdivisions within the city and the city's extraterritorial jurisdiction shall require a water distribution modeling analysis from the applicable water supplier's engineer demonstrating the water supplier's ability to provide water in sufficient volume and pressure for domestic use and fire protection. The modeling analysis must, at a minimum, depict adding the proposed subdivision's normal water demand in addition to providing model runs of a ~~two (2) hour~~ fire flow and demonstrating how this will affect the operation and performance of the existing water distribution system. The modeling analysis shall be submitted concurrently with the engineering plan review to the city engineer for review and approval.

per IFC requirements one (1) hour

(Ordinance 2007-11, ex. A, adopted 7/23/07; Ordinance 2009-07, sec. 1, adopted 10/27/09; 2007 Code, app. 1, sec. 10; Ordinance 2016-02 adopted 1/26/16)

Section 11. Sanitary sewers

The plan for sewage disposal must be shown; sanitary sewer facilities shall be provided to adequately service the subdivision and conform with the master sanitary sewer plan for the city and comply with the TCEQ rules and the city engineer or building official.

- (1) Pipe. All sewer pipe in sizes 30 inches and smaller shall be plastic sewer pipe. All sewer pipe in sizes 36 inches and larger shall be plastic pipe.
- (2) Size. A minimum of eight-inch sewer pipe shall be specified, except that six-inch lines will be acceptable only on short lines ~~and in the location where so approved by the city engineer or building official~~.
- (3) Pipe joints. All sanitary sewer pipe joints shall be of the pre-molded type conforming to A.S.T.M. Designation C425.
- (4) Location. Wherever possible, sewers shall be located in street rights-of-way. Otherwise they shall be located in alleys or easements and shall be ~~five feet to six and one-half feet deep to invert~~.
- (5) Grades. Grades and appurtenances of sanitary sewers shall conform to the requirements of TCEQ rules and the city. The following are the minimum slopes which should be provided; however, slopes greater than these are desirable:

Sewer pipes may be curved in accordance with minimum radius recommendations per pipe manufacturers recommendations

less than 600 feet and serving a maximum of 25 lots.

be a minimum of four feet deep from top of pipe to finish grade

Sewer Size	Minimum Slope In Feet (Per 100 Feet)
6 inch	0.60
8 inch	0.40
10 inch	0.28

MCLENDON-CHISHOLM CODE

Sewer Size	Minimum Slope In Feet (Per 100 Feet)
12 inch	0.22
15 inch	0.15
18 inch	0.12
21 inch	0.10
24 inch	0.08
27 inch	0.067
30 inch	0.058
36 inch	0.046

- (6) Manholes. Manholes shall be provided at all changes in grades, sewer intersections, and at a maximum of 500 feet ~~on straight lines~~.
- (7) Infiltration. Prior to acceptance, sanitary sewers shall be subject to leakage tests. The outward or inward (exfiltration or infiltration) shall not exceed 300 gallons per inch of pipe diameter per mile per day for any section of the system. The use of a television camera or other visual methods for inspection prior to placing the sewer in service is recommended.
- (8) Lift stations. All lift stations shall be designed and constructed with two or more sewage pumps with total capacity of twice the design maximum flow. Detailed design data, plans and specifications of the pumps shall be submitted to the city engineer or building official prior to the purchase and installation of the pumps.
- (9) Force mains. All force mains shall be PVC or plastic pipe, Class 150, unless otherwise specified, with rubber gasket joint, and shall have a cement mortar lining of the "Enamaline" type or approved equal. At design average flow, a cleansing velocity of at least two feet per second shall be maintained. An automatic air relief valve shall be placed at high points in the force main to prevent air locking.
- (10) Septic tanks. Septic systems may be permitted to serve residences in the city until such time as the septic system fails and a sewage collection system is accessible to the residence or structure. Septic systems shall be installed according to TCEQ rules and specifications and shall be in compliance with such rules and specifications at all times.
- (11) Water service. ~~Water service lines shall be a minimum of one inch Type "K" copper and shall be provided with a corporation at the main and a curb stop located at least two feet outside of curb with cover not to exceed one and one-half feet. The service shall terminate in a meter box with a locked lid.~~
- (12) Sewer service. Sanitary sewer service lines shall be a minimum of four inch, shall meet the same requirements for sanitary sewers described above, shall be constructed from the main to the lot property line using wyes and necessary bends, and shall have a minimum cover at the property line of four feet, and a maximum depth of six feet.

Water services shall be in accordance with Blackland Water Supply requirements

SUBDIVISION REGULATION

CITY OF MCLENDON-CHISHOLM
128 S. H. 205
ROCKWALL, TEXAS 75032
PRELIMINARY PLAT CHECKLIST

Copies: 10 copies required plus Letter of Transmittal

Fees: _____

Filing: At least 10 but not more than 21 calendar days prior to P & Z Meeting

[Sufficient number of copies of Preliminary Plat, Letter of Transmittal, completed application form, and check in appropriate amount must be submitted at least 10 days prior to Planning and Zoning Commission meeting prior to placement on Planning and Zoning Commission agenda. If filed within 10 days, the application will be considered as having been filed on the 21st day preceding the next succeeding meeting of the Commission.]

1. _____ 10 legible prints furnished to City.
2. _____ Letter of Transmittal (10 copies) furnished with preliminary plat application stating:
 - a) _____ type of street surfacing Shown on preliminary engineering plans
 - b) _____ drainage Shown on preliminary engineering plans
 - c) N/A soil test report results
 - d) _____ sanitary facilities Shown on preliminary engineering plans
 - e) _____ proposed water supply Shown on preliminary engineering plans
 - f) _____ name and address of property owner/agent and engineer
3. _____ Drawn to scale, 1" - 200'
4. _____ Scale, date, and north point shown
5. _____ Legal description
6. _____ Existing Features inside subdivision
 - a) _____ existing boundaries lines of land to be subdivided
 - b) _____ bearings and distances shown
 - c) _____ location of existing watercourses, railroads and drainage/transportation features
 - d) _____ location and width of existing streets, alleys, easements, pipelines, watercourses, existing water and sewer mains
7. _____ Existing Features outside subdivision
 - a) _____ names and property lines of adjoining property owners
 - b) _____ names and locations of adjacent subdivisions, streets, easements, pipelines, watercourses, and existing water and sewer mains
8. _____ New Features inside subdivision
 - a) _____ Proposed name of subdivision
 - b) _____ location, right-of-way width and names of proposed streets

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- c) _____ width and depth of all lots
- d) _____ location of building lines, alleys and easements
- e) _____ location and size of sites for schools, churches, parks and special land uses
- f) _____ location and size of areas to be dedicated to public or reserved for common use by owners in subdivision
- g) _____ approximate acreage of property to be subdivided
- h) _____ any proposed utility plant
- i) _____ proposed use of any land/areas not within boundaries of lots or rights-of-way
- 9. _____ Compliance with zoning regulations and/or proposed zoning (for subdivisions within City limits)
 - a) _____ proposed uses satisfy zoning use regulations
 - b) _____ all lots meet minimum lots size requirements
 - c) _____ all lots meet frontage, depth and width requirements
 - d) _____ building setback lines meet front, rear, and side-yard setbacks
 - e) _____ meets minimum dwelling size requirements
 - f) _____ meets ~~15%~~ lot coverage requirement
 - g) _____ meets off-street and covered parking requirements
- 10. _____ Proposed streets and alleys conform to comprehensive, traffic and thoroughfare plan
- 11. _____ Typical cross-sections of streets and location and width of sidewalks
- 12. _____ Locations of floodplains shown
- 13. _____ Compliance with drainage requirements shown
- 14. _____ Approval block for ~~Chairperson of Planning and Zoning, and for~~ Mayor and City Secretary

Shown on preliminary engineering plans

*This list is reference material and does not supersede any city ordinance.

**CITY OF MCLENDON-CHISHOLM
128 S. H. 205
ROCKWALL, TEXAS 75032
FINAL PLAT CHECKLIST**

Copies: 10 legible prints and the original tracing of final plat required (24" × 36"); if more than one sheet is required, an index sheet of maximum size of 18" × 27" shall be filed showing entire subdivision.

Fees: _____

Filing: At least 10 but not more than 21 calendar days prior to P & Z Meeting

SUBDIVISION REGULATION

[Sufficient number of copies of Final Plat, completed application form, and check in appropriate amount must be submitted at least 10 days prior to Planning and Zoning Commission meeting prior to placement on Planning and Zoning Commission agenda. If filed within 10 days, the application will be considered as having been filed on the 21st day preceding the next succeeding meeting of the Commission.]

1. _____ 10 legible prints and original tracing with index sheet furnished to City
2. _____ All items required on preliminary plat shown on final (final plat also to show compliance with all items required for preliminary plat, without change)
3. _____ Plat prepared by registered ~~engineer~~ surveyor, bears ~~engineer's~~ surveyor's seal
4. _____ Drawn to scale, 1"=100'
5. _____ Date, scale, north point, subdivision title, and name, address and seal of engineer shown
6. _____ Legal description
7. _____ Monuments and control points shown with description and location of all permanent survey monuments and control points. Suitable primary control points shall be referred. Dimensions to be shown in feet and decimals of a foot.
8. _____ Key map showing relation of subdivision to well-known streets in all directions for at least one (1) mile
9. _____ Dedications and certificates: certificate of dedication for all parks, public facilities and easements to be shown to the public use forever, signed by all owners and acknowledged before notary public.
10. _____ Copy of subdivision covenants and deed restrictions showing creation of permanent homeowner's association ~~with perpetual responsibility for street maintenance and repair~~
11. _____ Waiver of claim for damages against City occasioned by establishment of grades or alteration of surface of existing streets and alleys
12. _____ Existing Features inside subdivision
 - a) _____ existing boundaries lines of land drawn in heavy
 - b) _____ accurate bearings and distances shown
 - c) _____ location of existing watercourses, railroads and drainage/transportation features
 - d) _____ true bearings and distances to nearest established street lines, official monuments, or subdivision corners
 - e) _____ location and width of existing streets, alleys, easements, rights-of-way, buildings and structures to be maintained
 - f) _____ ~~topographical information with contour lines at 5-foot intervals~~ shown on preliminary plat
 - g) _____ accurate location of property/subdivision in reference to county deed records (volume and page of recorded instrument in county records)
13. _____ Existing Features outside subdivision (all lines outside of subdivision

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- _____ boundaries to be dashed)
 - a) _____ names and property lines of adjoining subdivisions and property owners
 - b) _____ references to plat or deeds of adjoining properties
 - c) _____ names and locations of adjacent streets, alleys, easements, watercourses
 14. _____ Lines and names of all proposed streets, alleys and easements
 15. _____ Streets, alleys and easements comply with engineering and construction standards (Appendix 1, Subdivision Regulations)
 16. _____ Streets and alleys show complete curve data (Delta, Length, Radius, Tangent, Point of Curve, Point of Reverse Curve, Point of Tangent) shown on the centerline on each side of street; length and bearings of all tangents; dimensions from all angle points and points of curve to an adjacent side lot line
 17. _____ Streets to conform to major street plan (horizontal and vertical alignments and width, designed so as to discourage high-speed traffic)
 - a) ~~local street widths minimum of 60' measured from lot line to opposing lot line~~
 - b) ~~secondary/feeder street widths minimum of 60'~~
 - c) ~~major street widths in compliance with established criteria~~
 - d) ~~major thoroughfare widths in compliance with established criteria (minimum 100' and maximum of 120')~~
 - e) _____ street alignments (without curves) not more than 5 degrees deflection
 - f) _____ street curves (major, reverse, and verticals) conform to City standards
 - g) _____ dead-ends, culs-de-sac comply with length, radius and turnaround requirements
 - h) _____ street intersections widths in compliance with established criteria
 - i) _____ street reserves (for future dedications, etc.) shown
 - j) _____ street names comply with established criteria
 18. _____ Compliance with street plan in relation to adjoining street system shown and avoidance of street jogs shown.
 19. _____ For large-lot subdivisions, consideration given to future street openings and access to future lots
 20. ~~Location of all fire hydrants shown~~ shown on engineering plans
 21. _____ Lot sizes conform to minimum sizes established in zoning regulations. Proper shape, square footage, frontage, all setbacks, width and depth shown
 22. _____ All lots have street or right-of-way access
 23. _____ Lots are consecutively numbered within each block
 24. _____ Building lines meet setbacks
 25. _____ Alleys conform to established requirements, re: width, intersections, no dead-ends, and are shown where required

local street right-of-way minimum 50'

collector street right-of-way minimum of 60'

minor arterial street right-of-way minimum 80'

major arterial street right-of-way minimum 100'

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one foot above the
calculated 100-year base
flood elevation

26. _____ Easements show compliance with established criteria (size location, use, utilities underground, preservation of major trees shown)
27. _____ Watercourses and Easements: drainage easements will be provided covering all land within the subdivision that is subject to inundation by a 50-year storm. Lots adjacent to a major watercourse must show minimum finish floor elevations ~~two feet above the calculated 50-year flood elevation~~ ^{floor} ~~one foot above the calculated 100-year base flood elevation~~
28. _____ Floodplains must be shown on plat and show that no structure or septic system is to be built below 50-year flood line
29. _____ Adequate provision for drainage of stormwater, rainfall runoff, and floodwater shown
30. _____ Drainage facilities conform to design specifications and standards and are located in rights-of-way or perpetual unobstructed easements
31. _____ ~~Documentation furnished to show perpetual maintenance of drainage improvements on homeowner's association or adjacent property owners~~
32. _____ Proper certificate of Mayor and City Secretary shown
33. _____ Maintenance bond furnished of at least one percent (1%) of total street and alley construction costs
34. _____ Approval block for ~~Chairperson of Planning and Zoning~~, and for Mayor and City Secretary

*This document is reference material and does not supersede any city ordinance.

EXHIBIT G
SEWER STUDY

**REPORT ON WASTEWATER IMPROVEMENTS FOR
FUTURE DEVELOPMENT
IN THE
CITY OF MCLENDON-CHISHOLM
FOR
THE SLOAN TRACT,
COMMERCIAL TRACTS ALONG S.H. 205,
SCHOOL SITE AND
RESIDENTIAL SUBDIVISION NEAR SCHOOL SITE**



A handwritten signature in black ink, appearing to read "Larry J. Freeman", positioned below the professional seal.

PREPARED BY LARRY J. FREEMAN, P.E. #29907

FREEMAN-MILLICAN, INC.

TEXAS REGISTERED ENGINEERING FIRM F-2827

January 14, 2025

Mr. Stephen Davis, Executive Vice President of Land Solutions SV, LLC (the Developer) has completed construction of the improvements for the Sonoma Verde subdivision including a total of 1,095 residential lots located in McLendon Chisholm, Texas. The Developer asked Freeman-Millican, Inc. to analyze the existing wastewater facilities currently serving the Sonoma Verde Subdivision in order to determine the upgrades and/or additional facilities needed to provide wastewater service for the future developments discussed in this report.

Evaluation of Existing Lift Stations and Force Mains

Freeman-Millican, Inc. reviewed documents that were available related to the existing lift station and force main currently serving the Sonoma Verde Subdivision.

Lift Station No. 1 is located near Via Toscana Lane and has a design capacity of 580 gpm. The location of the lift station is shown on Figure No. 1.

Lift Station No. 1 pumps into an existing 8" diameter force main which discharges into the North Texas Municipal Water District Metering facility near FM 550 and Rabbit Ridge Road and then into a gravity sewer located along FM 550 from the Metering facility to the Buffalo Creek Interceptor. The existing 8" force main is 27,000 feet in length and the gravity portion is both 12" and 15" sewers. The location of the 8" force main and gravity sewers is shown on Figure No. 2. The plans for the gravity sewers are in Appendix B.

Actual wastewater flow rates were measured for the Sonoma Verde subdivision and the data provided indicated the average flow rate per residential lot was 240 gallons per day and the peak flow rate was calculated as 3.1 times the average flow rate. Using the measured flow data, the existing Lift Station No. 1 and existing 8" force main, have a current capacity to serve 1,122 residential lots, which provides an additional capacity for 27 future lots.

An on-site visit to Lift Station No. 1 revealed that the facility is currently operating as designed. The operator stated that the pumps are running normally and the facility manages to meet the flows coming into the station. The on-site generator, according to the operator, is functioning as designed. Attached in Appendix C is the pump and lift station information for Lift Station No. 1.

Future Developments / Service Areas

The Developer is planning to develop an additional ~314-acre tract of land (the Sloan Tract) as a residential subdivision adjacent to the Sonoma Verde subdivision. The location of the Sloan Tract is shown on Figure No. 1. According to information provided by the Developer, the Sloan tract will include 820 lots.

The City of McLendon-Chisholm has a commercially zoned area along FM 205 (shown on Figure No. 2) that will be developed in the future by others. The equivalent number of lots represented by this commercial area of approximately 25 acres was estimated using data based on TCEQ Requirements 30TAC Chapter 217 Subchapter B which shows that the flow rate from Offices and similar facilities is 20 gpd which is 20% of the residential flow rates. Using 3 lots per acre and multiplying the flow rate by 20%, shows an equivalent flow rate of 15 residential lots.

The City of McLendon-Chisholm has a School Site and another area along FM 550 near City Hall that is zoned for residential development. An equivalent number of forty (40) lots are set aside for the School Site and 360 lots are set aside for the residential development for a total of 400 additional lot equivalents.

Therefore, the following chart shows the total number of lots for each of the tracts in the service area that need to be provided with wastewater service.

Tract Description	Equivalent Number of Lots
Sonoma Verde	1,095
Sloan Tract	820
Commercial	15
School Site	65
Residential Area Near School Site	335
Total	2,330

Future Flow Rates

As previously noted, actual wastewater flow rates were measured and the average flow rate per residential lot was 240 gallons per day and the peak flow rate was calculated as 3.1 times the average flow rate. The calculated flow rate values for each of the tracts in the service area are shown in the table below.

Tract	Number of Equivalent Lots	Average Flow Rate Gallons Per Minute	Peak Flow Rate Gallons Per Minute
Sonoma Verde	1,095	182.5	566
Sloan Tract	820	136.7	424
Commercial	15	2.5	8
School Site	65	10.8	34
Residential Area Near School Site	335	55.8	173
Total	2,330	388.3	1,205

The flows from existing Sonoma Verde Development (1,095 lots), the Sloan Tract (820 lots), and the Commercial Tract (15 lots) will flow to Lift Station No. 1 with a total flow of 998 gpm.

The flows from the 400 lot equivalents from the School Site and the residential area near the School Site will be served by a future lift station / force main (to be constructed by others) that will ultimately connect to the force main along FM 550 with a total flow of 207 gpm.

Recommended Improvements

To provide service to the total 2,330 lots the following will be required:

- Install a new 8" parallel force main, in the ROW of FM 550, from the existing Lift Station to the existing NTMWD flow meter near the intersection of FM 550 and Rabbit Ridge. See the Pump Curve labeled "Sonoma Verde Existing Lift Station Parallel 8" FM" in Appendix D.
- Portions of the existing gravity sewer from the NTMWD Meter to Buffalo Creek Interceptor will need to be increased to meet the increased flows. Install 1,260 feet of parallel 12" gravity sewer in the ROW of FM 550 in locations where the existing 12" gravity sewer has inadequate capacity. Six (6) new manholes, an aerial crossing and boring under Rabbit Ridge Road will be required and will be located in the ROW of FM 550. The existing 15" gravity sewer just upstream has enough capacity for this additional flow.
- The future lift station and force main for the School Site and residential area near the School Site will need to be constructed by others at the time those tracts are developed. Evaluation of those facilities is beyond the scope of this report.

The total estimated costs for the required facilities are as follows:

8" Parallel Force Main	\$3,186,950
Parallel 12" Sewer and Manholes	\$ 325,000
TOTAL	\$3,811,950

The detailed cost estimates are provided in Appendix A. These cost estimates reflect the available information from contractors and equipment suppliers.

Gravity sewers and/or lift stations and force mains may also be needed in each Subdivision as they are developed. Design of these facilities is beyond the scope of this report.

APPENDIX A COST ESTIMATES

**Sonoma Verde 8" Force Main
Engineer's Estimate of Probable Construction Cost**

7/30/2024

Item	Description	No. of Units	Units	Unit Cost	Total Cost
1	Mobilization	1	EA	25000	\$ 25,000.00
2	8" PVC Force Main by Open Cut	17000	LF	75.00	\$ 1,275,000.00
3	8" PVC Force Main by Bore with Encasement	100	LF	300.00	\$ 30,000.00
4	8" PVC Force Main by Bore without Encasement	100	LF	150.00	\$ 15,000.00
5	8" PVC Force Main by Open Cut	9600	LF	75.00	\$ 720,000.00
6	8" PVC Force Main by Bore with Encasement	100	LF	300.00	\$ 30,000.00
7	8" PVC Force Main by Bore without Encasement	100	LF	150.00	\$ 15,000.00
8	8" Valve	2	EA	7,500.00	\$ 15,000.00
9		0	EA	12,000.00	\$ -
10	Fittings	5000	LB	12.00	\$ 60,000.00
11	Pavement Relacement	70	SY	250.00	\$ 17,500.00
12	Temporary Electrical	1	EA	5,000.00	\$ 5,000.00
13	Temporary Gravel Road	1	EA	25,000.00	\$ 25,000.00
14	Odor Control Units	1	EA	25,000.00	\$ 25,000.00
15	Fence Repair	1	LS	30,000.00	\$ 30,000.00
16	Water Service Repair	10	EA	1,500.00	\$ 15,000.00
17	Sodding	12000	SY	5.00	\$ 60,000.00
18	Crush Stone for Trench Stability	100	CY	100.00	\$ 10,000.00
19	Trench Safety	27000	LF	2.00	\$ 54,000.00
20	SWPPP	1	LS	25,000.00	\$ 25,000.00
Subtotal					\$2,451,500
Project Contingency and Engineering (30%)					\$735,450
Total Probable Construction Cost					\$3,186,950

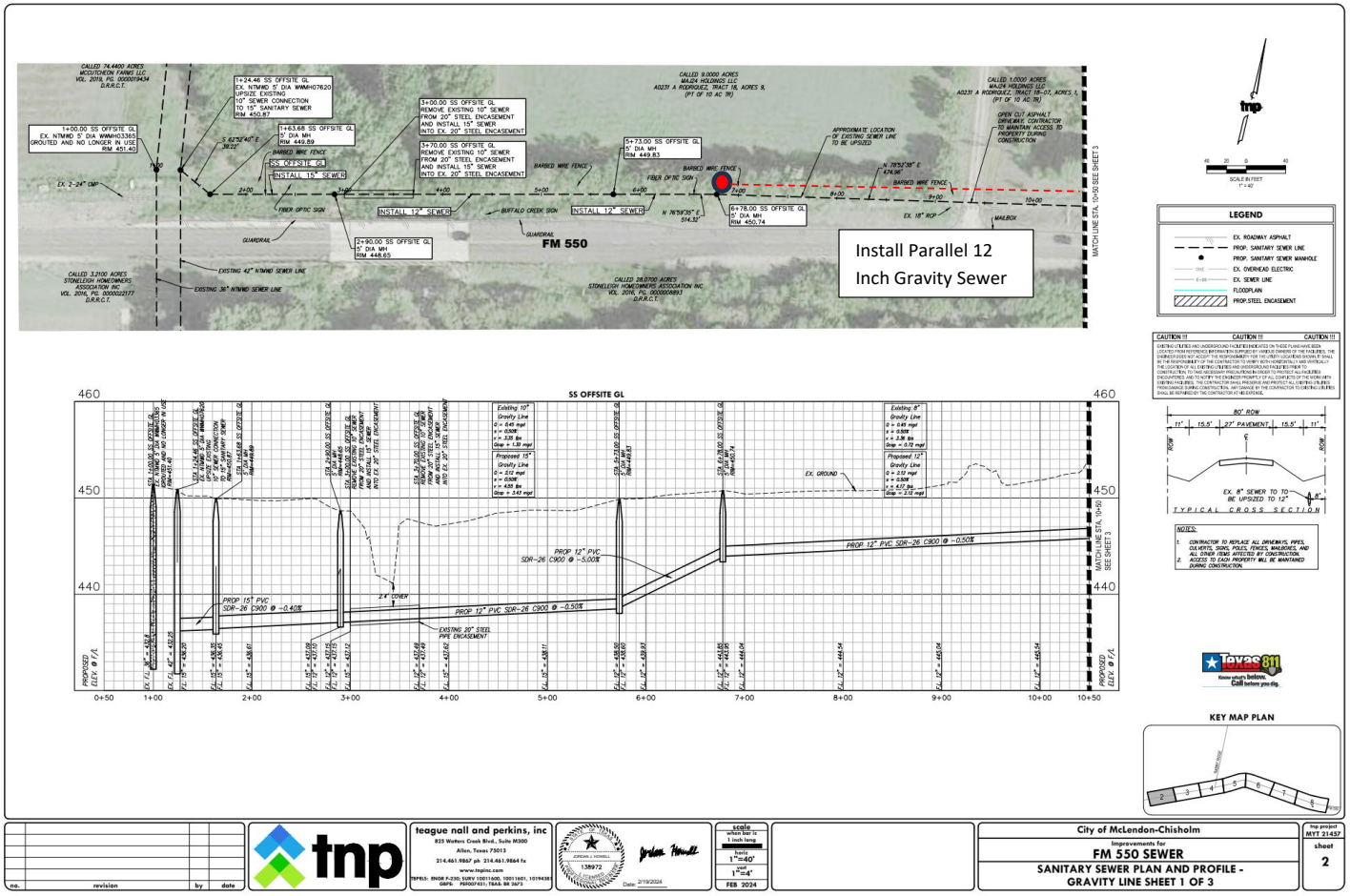
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY
LARRY J. FREEMAN, P.E. NO. 29907 ON JULY 30, 2024

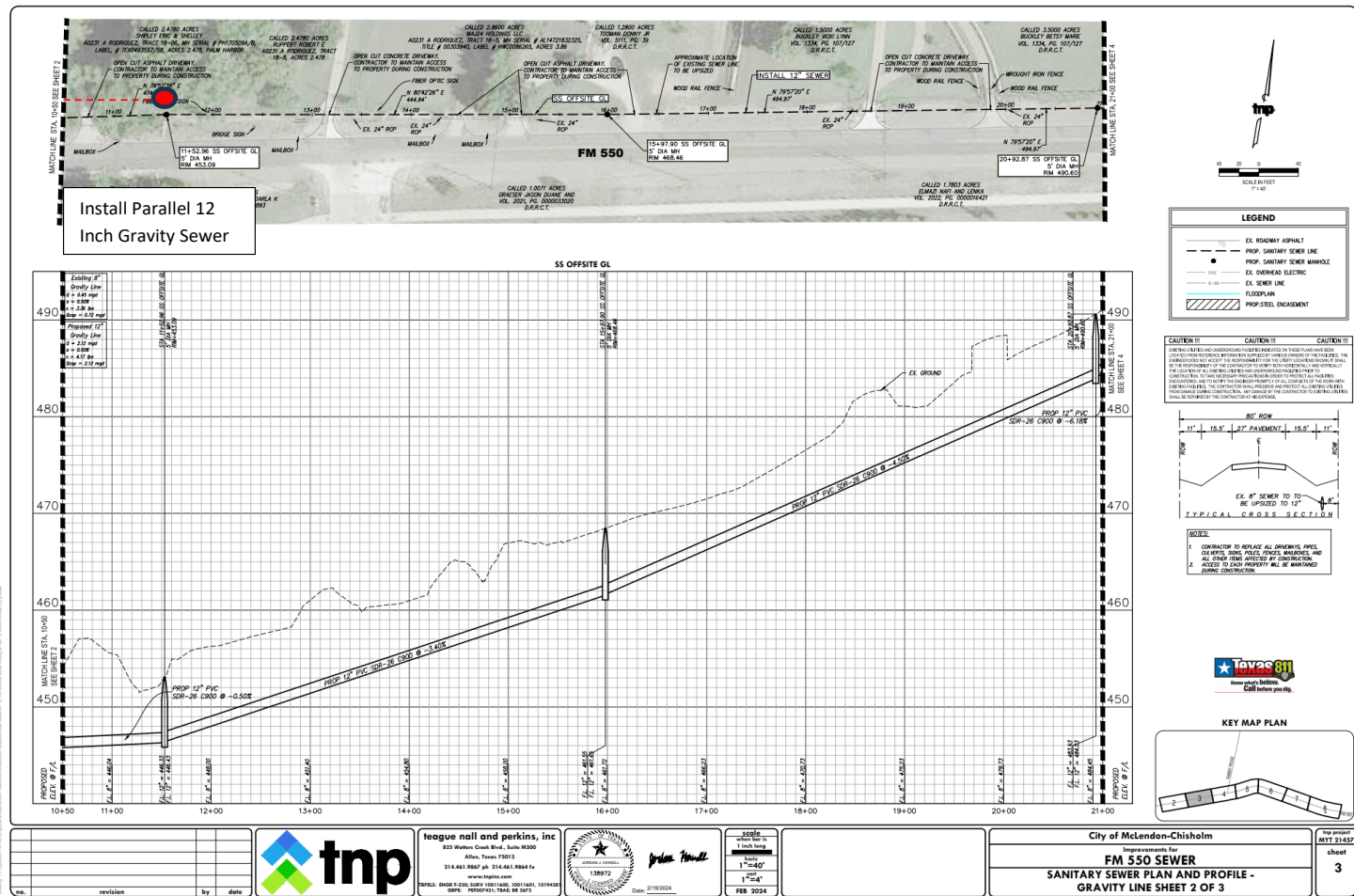
Sonoma Verde Gravity Sewer on FM 550
Engineer's Estimate of Probable Construction Cost

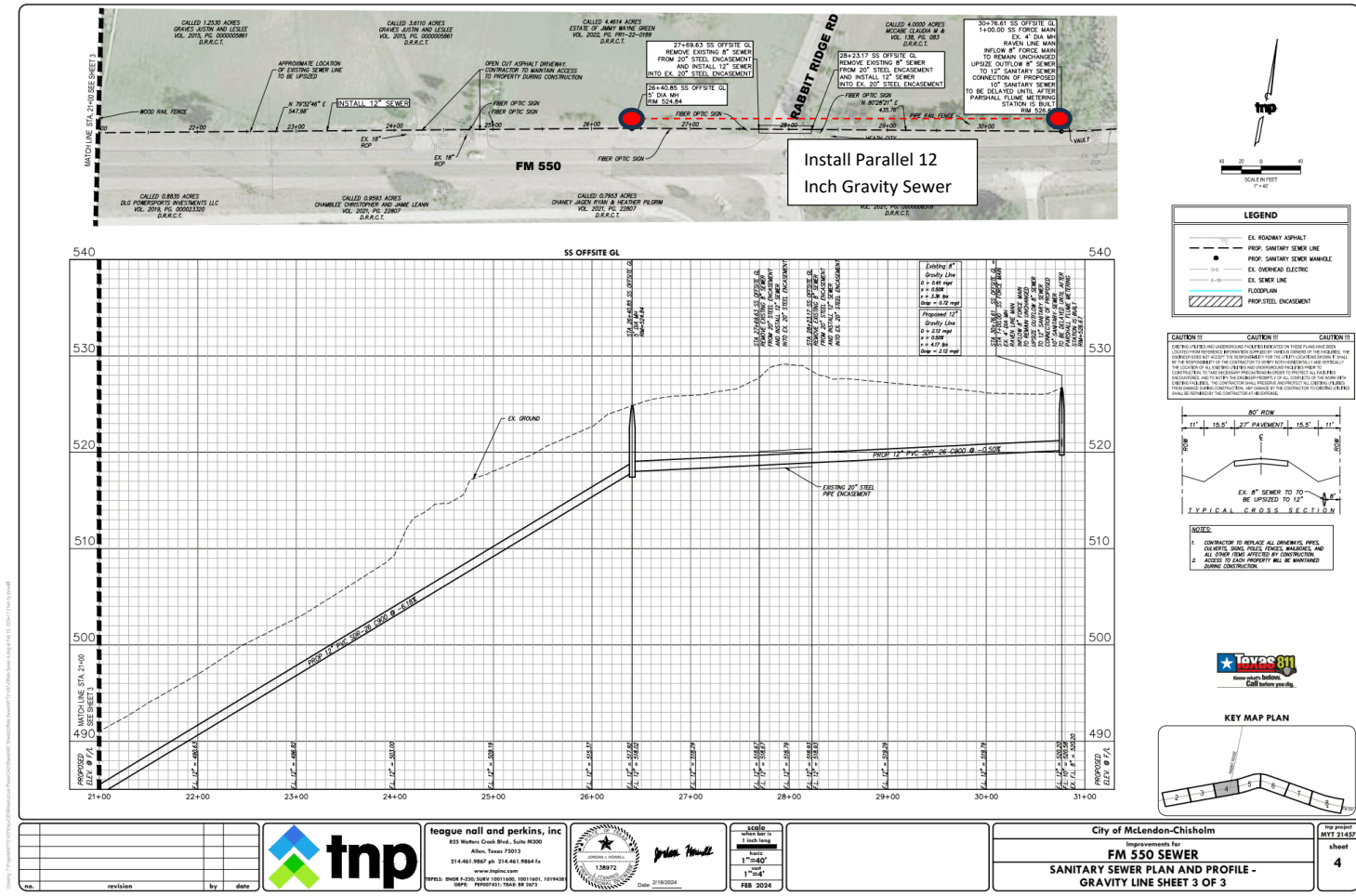
9/16/2024

Item	Description	No. of Units	Units	Unit Cost	Total Cost
1	Mobilization	1	EA	10000	\$ 10,000.00
2	12" PVC Gravity Sewer by Open Cut	1260	LF	114.00	\$ 143,640.00
3	12" PVC Gravity Sewer by Bore with Encasement	40	LF	300.00	\$ 12,000.00
4	12" PVC Gravity Sewer by Bore without Encasement	40	LF	200.00	\$ 8,000.00
5	Manholes	6	EA	9,700.00	\$ 58,200.00
6	Fence Repair	1	LS	1,220.00	\$ 1,220.00
7	Connections to Existing Manholes	6	EA	4,800.00	\$ 28,800.00
8	Crush Stone for Trench Stability	20	CY	73.50	\$ 1,470.00
9	Trench Safety	1260	LF	2.25	\$ 2,835.00
10	SWPPP	1	LS	4,000.00	\$ 4,000.00
Subtotal					\$ 270,165.00
Project Contingency and Engineering (20%)					54,833.00
Total Probable Cost					\$ 324,998.00

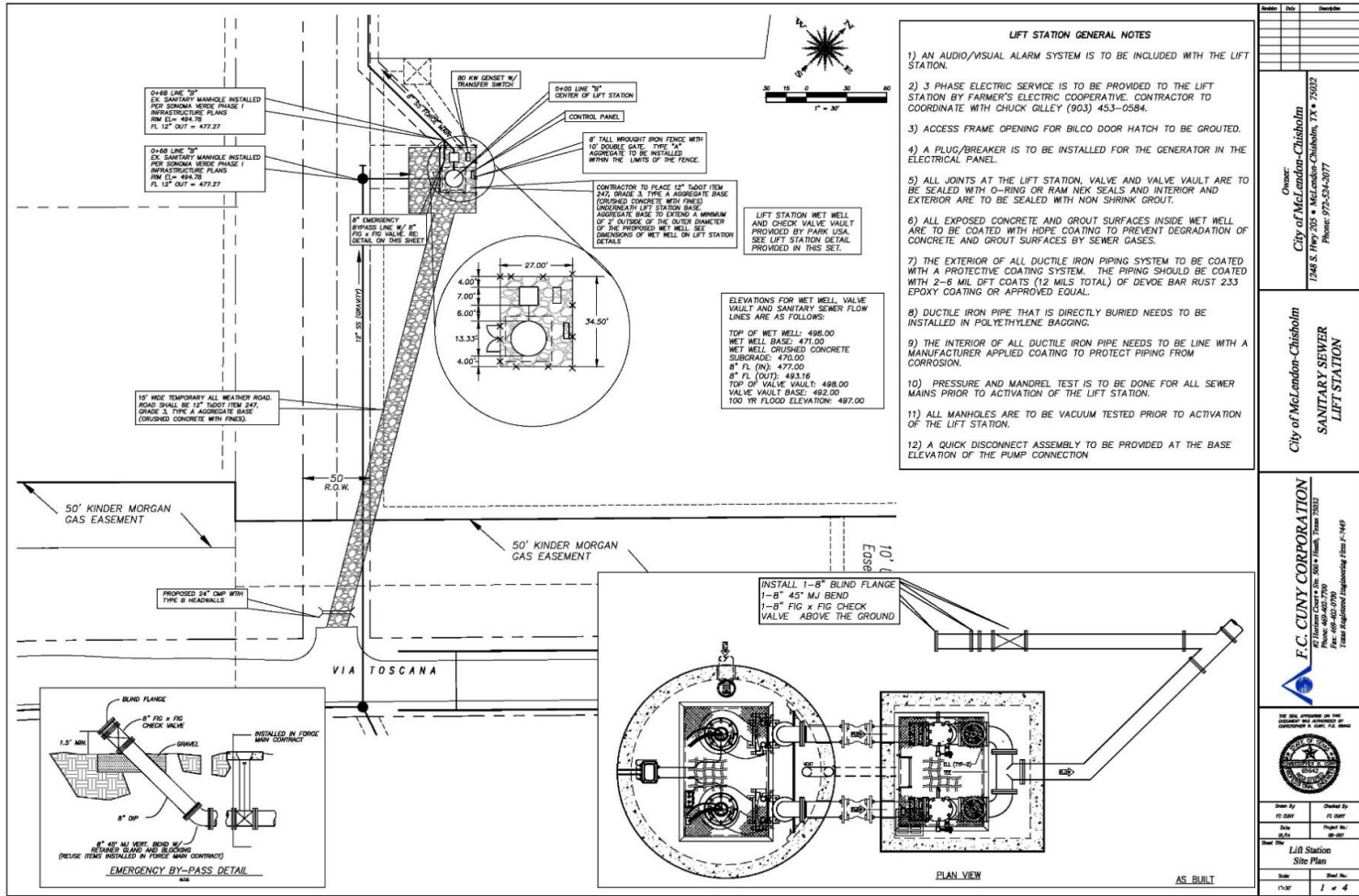
APPENDIX B
GRAVITY SEWER IMPROVEMENTS







APPENDIX C
EXISTING LIFT STATION NO. 1 INFORMATION





APPENDIX D
PUMP CURVE FOR EXISTING LIFT STATION

Company:
Name: SONOMA VERDE
Date: 8/8/2013

Myers

Pump:

Size: 4VL/4VLX
Type: Non-clog
Synch speed: 1800 rpm
Curve:
Specific Speeds:
Dimensions:
Speed: 1750 rpm
Dia: 13 in
Impeller:
Ns: ---
Nss: ---
Suction: ---
Discharge: 4 in

Search Criteria:

Flow: 580 US gpm
Head: 180 ft
Secondary Operating Point: 930 US gpm, 163 ft

Fluid:

Water
Density: 62.37 lb/ft³
Viscosity: 1.105 cP
NPSHr: ---
Temperature: 60 °F
Vapor pressure: 0.2563 psi a
Atm pressure: 14.7 psi a

Pump Limits:

Temperature: ---
Pressure: ---
Sphere size: 3 in
Power: ---
Eye area: ---

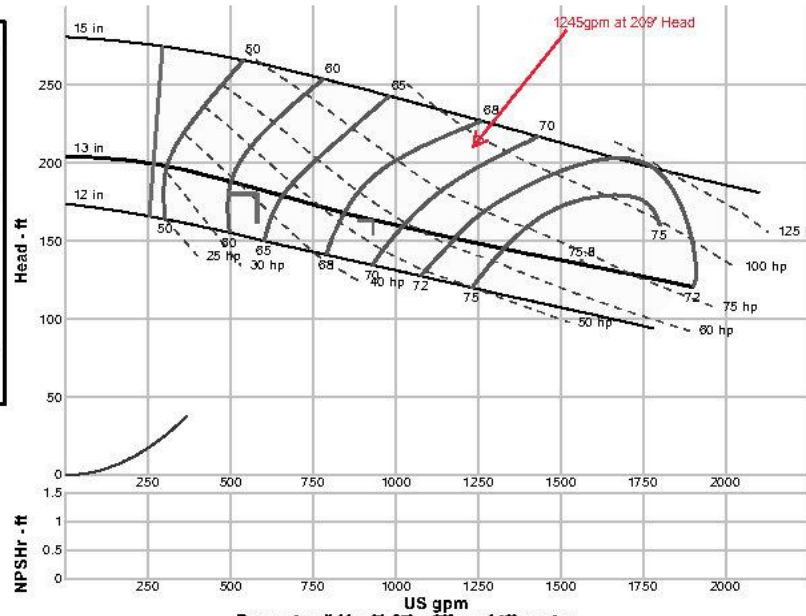
Motor:

Standard: NEMA
Enclosure: TEFC
Sizing criteria: sized by user
Size: 75 hp
Speed: 1800
Frame: 365T

Pump Selection Warnings:

Selected motor does not meet sizing criteria.

Data Point	
Flow:	580 US gpm
Head:	183 ft
Eff:	62.6%
Power:	42.8 hp
NPSHr:	---
Design Curve	
Shutoff head:	204 ft
Shutoff dP:	88.4 psi
Min flow:	266 US gpm
BEP:	75.8% @ 1565 US gpm
NOL power:	80.5 hp @ 1900 US gpm
Max Curve	
Max power:	139 hp @ 2101 US gpm

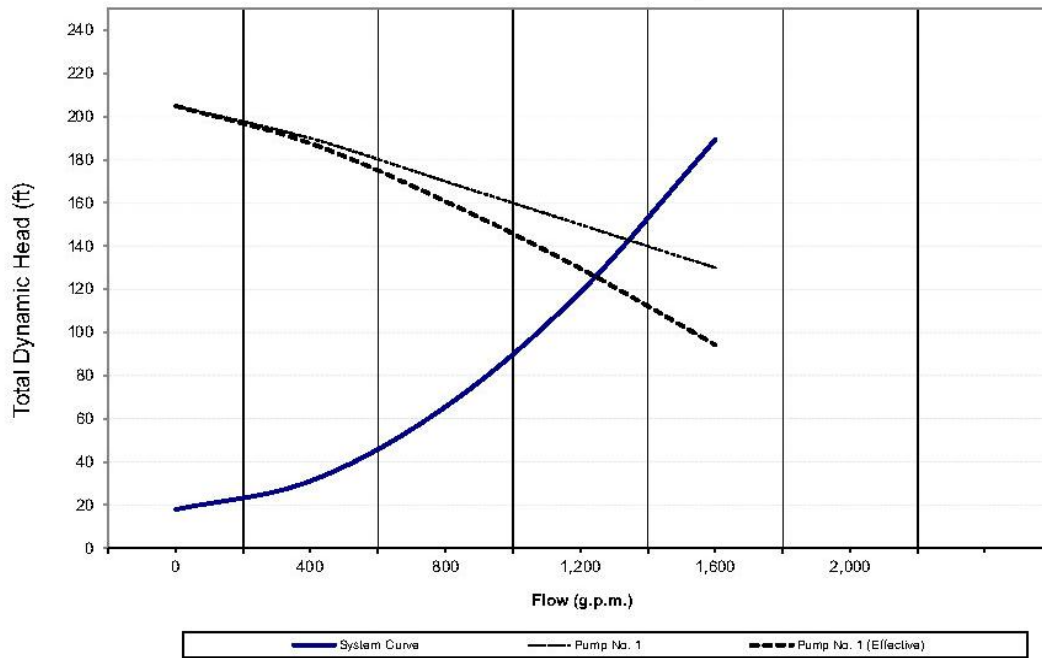


Pump not available with 25hp, 30hp and 40hp motors.

Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
696	1750	177	65.6	47.2	---
580	1750	183	62.6	42.8	---
464	1750	190	58.1	38	---
348	1750	196	52.2	32.6	---
232	1750	---	---	---	---

**Sonoma Verde
Existing Lift Station
Parallel 8" FM with 13 inch Impeller**



FIGURES

FIGURE NO. 1
EXISTING AND PROPOSED DEVELOPMENTS



Location of Existing and Proposed Force Mains



EXHIBIT H ROADWAY IMPROVEMENTS

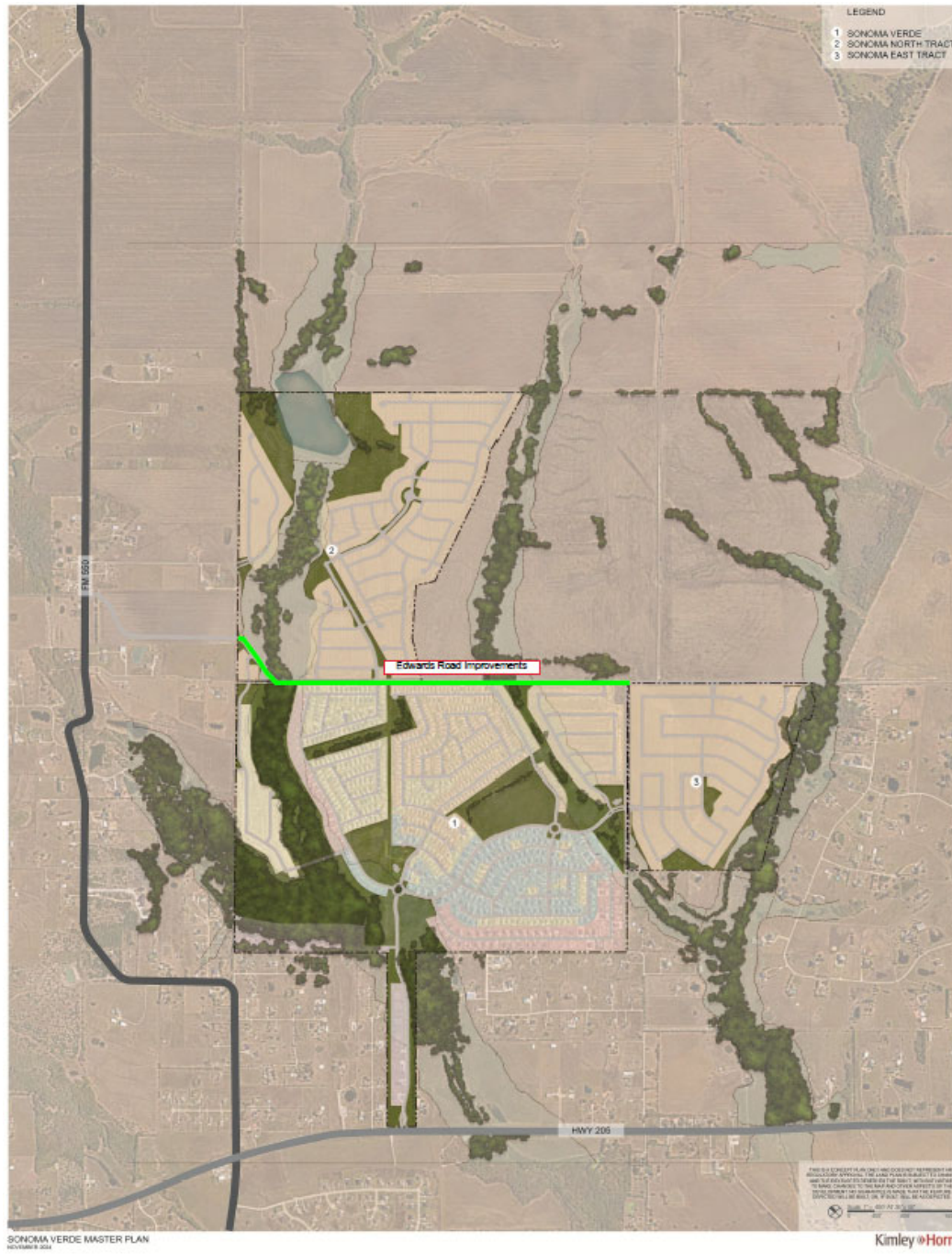


EXHIBIT I **TRAIL PLAN**



RESOLUTION NO. 2024-05

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, ADOPTING A POLICY FOR AGENDA PREPARATION, SPONSORSHIP, AND ORDER OF BUSINESS; PROVIDING FOR THE REPEAL OF ALL OTHER RESOLUTIONS IN CONFLICT WITH THIS RESOLUTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City, as a Type A general law municipality, is empowered under the Texas Local Government Code, Section 51.001, to adopt any rule, ordinance or police regulation that is for the good government of the City; and

WHEREAS, the preparation of a city's agenda in compliance of the Texas Open Meetings Act is one of the most crucial roles the staff of a city will undertake; and

WHEREAS, in an effort to assist Staff in this critically important process, this policy is necessary for the government, interest, welfare, or good order of the City of McLendon-Chisholm.

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

SECTION 1. INCORPORATION OF PREMISES The above and foregoing premises are true and correct legislative determinations and are incorporated herein and made a part hereof for all purposes.

SECTION 2. ADOPTION OF A POLICY FOR AGENDA PREPARATION, SPONSORSHIP, AND ORDER OF BUSINESS The policy for Agenda Preparation, Sponsorship and Order of Business, attached hereto and incorporated herein as if set forth in full as Exhibit "A," is hereby adopted by the City Council of the City of McLendon-Chisholm.

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

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

DULY PASSED and approved by the City Council of the City of McLendon-Chisholm, Texas, on this the 14th day of May 2024.

ATTEST:

A handwritten signature in black ink, appearing to be 'KH', written over a horizontal line.

KONRAD HILDEBRANDT, CITY ADMINISTRATOR

APPROVED:

A handwritten signature in black ink, appearing to be 'Bryan McNeal', written over a horizontal line.

BRYAN McNEAL, MAYOR

Exhibit A

Agenda Preparation, Sponsorship, and Order of Business

Section 1. Council members, the Mayor, or the City Manager may add items to the Council agenda, but to be considered for that meeting on which the items were submitted, all agenda items must be sent to the office of the City Secretary via electronic transmission, by 8:00 a.m. local time, eight (8) calendar days prior to the day of the Council meeting for which the items are submitted. Each agenda item submitted must also include an executive summary describing the purpose of the item, not to exceed one hundred and fifty (150) words. The City Secretary shall send, in a method and manner of communication which does not risk a possible quorum in violation of the Texas Open Meetings Act or create, encourage, allow, or risk any other violation of any State, federal or local law, a draft Council agenda to each Council member and the Mayor no later than 5:00 p.m., seven (7) calendar days prior to the Council meeting to which the agenda pertains. Any agenda item submitted by a council member shall have a second sponsor for the item(s) requested to be placed on the agenda pursuant to section (b) below. The City Secretary shall electronically transmit the final Council agenda and all supporting materials to each Council member in compliance with this section (a) and the Mayor no later than 5:00 p.m., four (4) calendar days prior to the appropriate Council meeting.

Section 2. No items may be added to the agenda of the City Council with no more than two persons from the City Council, the Mayor, or City Manager having agreed to sponsor the same and so indicating on the Council agenda. However, notwithstanding the above, if an officer required or permitted by Federal or Texas law to submit an item, ordinance, or resolution to the Council for its consideration does not obtain a Council sponsor for same, the item, ordinance or resolution shall still be placed on the agenda and introduction in accordance with Federal or Texas law.

Section 3. At the beginning of each City Council meeting, just after the Call to Order, the presiding officer of the Council shall afford the Council the opportunity to alter the final order of business for that day's Council agenda. Setting the final order of the agenda shall be accomplished via majority vote and care shall be taken not to deliberate on the agenda items. The presiding officer of the Council meeting shall be required to follow this approved order of the agenda unless a change is deemed necessary and granted via two-thirds (2/3) vote of the City Council.

Section 4. At the end of the Council agenda the presiding officer shall afford the opportunity to any member of the City Council to make brief announcements and/or provide verbal and/or written information to the other members of the City Council however, such announcements or provision of information will not allow comment, immediate action, or deliberation by or from the Council. The Mayor, City Manager, and City Attorney shall be afforded such privilege also.

RESOLUTION NO. ____

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, REPEALING AND REPLACING RESOLUTION NO. ____ ESTABLISHING A POLICY FOR AGENDA PREPARATION, SPONSORSHIP, AND ORDER OF BUSINESS; PROVIDING FOR THE REPEAL OF ALL OTHER RESOLUTIONS IN CONFLICT WITH THIS RESOLUTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City, as a Type A general law municipality, is empowered under the Texas Local Government Code, Section 51.001, to adopt any rule, ordinance or police regulation that is for the good government of the City; and

WHEREAS, the preparation of a city's agenda in compliance of the Texas Open Meetings Act is one of the most crucial roles the staff of a city will undertake; and

WHEREAS, on _____, 2024, the City Council adopted Resolution No. ____, to create a policy on agenda preparation; and

WHEREAS, in an effort to assist Staff in this critically important process, this policy is necessary for the government, interest, welfare, or good order of the City of McLendon-Chisholm.

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

SECTION 1. INCORPORATION OF PREMISES The above and foregoing premises are true and correct legislative determinations and are incorporated herein and made a part hereof for all purposes.

SECTION 2. ADOPTION OF A POLICY FOR AGENDA PREPARATION, SPONSORSHIP, AND ORDER OF BUSINESS Resolution No. ____ is hereby repealed in its entirety and replaced by the policy for agenda preparation which is attached as Exhibit "A" and is incorporated herein as if set forth in full as Exhibit "A," is hereby adopted by the City Council of the City of McLendon-Chisholm.

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

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

affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Resolution, since the same would have been enacted by the City Council without incorporation in this Resolution of such unconstitutional phrases, clause, sentence, paragraph, or section.

DULY PASSED and approved by the City Council of the City of McLendon-Chisholm, Texas, on this the 10th day of December 2024.

ATTEST:

APPROVED:

ANGELA JENNINGS, CITY SECRETARY

BRYAN MCNEAL, MAYOR

Exhibit A

Agenda Preparation, Sponsorship, and Order of Business

- (a) Council members, the Mayor, or the City Manager may add items to the Council agenda, but to be considered for that meeting on which the items were submitted, all agenda items must be sent to the office of the City Secretary via electronic transmission, by 11:59 A.M. CST, eight (8) calendar days prior to the day of the Council meeting for which the items are submitted. Each agenda item submitted must also include an executive summary describing the purpose of the item, not to exceed one hundred and fifty (150) words. The City Secretary shall send, in a method and manner of communication which does not risk a possible quorum in violation of the Texas Open Meetings Act or create, encourage, allow, or risk any other violation of any State, federal or local law, a draft Council agenda to each Council member and the Mayor no later than 5:00 p.m., seven (7) calendar days prior to the Council meeting to which the agenda pertains. The City Secretary shall electronically transmit the final Council agenda and all supporting materials to each Council member in compliance with this section (a) and the Mayor no later than 5:00 p.m., four (4) calendar days prior to the appropriate Council meeting.
- (b) No items may be added to the agenda of the City Council with no more than two persons from the City Council, the Mayor, or City Manager having agreed to sponsor the same and so indicating on the Council agenda. However, notwithstanding the above, if an officer required or permitted by Federal or Texas law to submit an item, ordinance, or resolution to the Council for its consideration does not obtain a Council sponsor for same, the item, ordinance or resolution shall still be placed on the agenda and introduction in accordance with Federal or Texas law.
- (c) At the beginning of each City Council meeting and so indicated on the Council agenda just after the Call to Order, the presiding officer of the Council shall afford the Council the opportunity to alter the final order of business for that day's Council agenda. Setting the final order of the agenda shall be accomplished via majority vote and care shall be taken not to deliberate on the agenda items. The presiding officer of the Council meeting shall be required to follow this approved order of the agenda unless a change is deemed necessary and granted via two-thirds (2/3) vote of the City Council. Furthermore, no person or entity shall have authority to alter, delete, delay, table, or interfere with items properly submitted to an agenda except as allowed in this section (c).
- (d) At the end of the Council agenda, and so indicated on the agenda, the presiding officer shall afford the opportunity to any member of the City Council to make brief announcements and/or provide verbal and/or written information to the other members of the City Council however, such announcements or provision of information will not allow comment, immediate action or deliberation by or from the Council. The Mayor, City Manager, and City Attorney shall be afforded such privilege also.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MCLENDON-CHISHOLM, TEXAS ("CITY"), CALLING FOR A SPECIAL ELECTION TO BE HELD ON TUESDAY, MAY 3, 2025, FOR THE PURPOSE OF SUBMITTING A HOME-RULE CHARTER TO THE VOTERS OF THE CITY; AUTHORIZING THE NOTICE OF ELECTION; DIRECTING THE CITY SECRETARY TO MAIL A COPY OF THE PROPOSED HOME RULE CHARTER TO EACH REGISTERED VOTER OF THE CITY; AUTHORIZING A JOINT ELECTION ORDER WITH OTHER ROCKWALL COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH ROCKWALL COUNTY FOR THE ELECTION; FIXING THE TIME, PLACE, AND MANNER OF HOLDING SAID ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 9 of the Local Government Code, a charter commission was appointed by the Mayor of the City of McLendon-Chisholm, Texas and has proceeded with the formation of a charter for the City of McLendon-Chisholm; and

WHEREAS, at its meeting of _____, 2025, the charter commission took action to finalize the language of the draft home rule charter, submit the same to City Council, and declared its work to be complete; and

WHEREAS, under Texas Local Government Code 9.003, the City Council is required to submit the charter prepared by the charter commission to the qualified voters of the municipality at an election to be held on the first authorized uniform election date that allows sufficient time to comply with the Texas Election Code and other law, and which occurs on or after the 40th day after the charter commission completes its work; and

WHEREAS, the next uniform general election date is May 3, 2025, which is more than forty days from the completion of the charter commission's work; and

WHEREAS, an ordinance from the City Council is necessary to order a special election for the voters to consider adoption of the draft charter prepared by the charter commission, and it being impracticable for its subjects to be listed separately in the first charter election for the City, a single question shall be presented to the qualified voters on their ballots to cast votes either for or against the adoption of a charter; and

WHEREAS, Section 271 of the Texas Election Code authorizes the elections ordered by the authorities of two or more political subdivisions that are to be held on the same day in all or part of the same county to be held jointly in the election precincts that can be served by common polling places; and

WHEREAS, the City is authorized by law to adopt the provisions contained herein, and has complied with all the prerequisites necessary for the passage of this ordinance; and

WHEREAS, all statutory and constitutional requirements for the passage of this ordinance have been adhered to, including, but not limited to the Open Meetings Act.

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

SECTION 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2. The City Council hereby approves the proposed Home Rule Charter set forth in its entirety in Exhibit "A," attached to and made part of this Ordinance for all purposes. That a special election shall be held on the May 3, 2025, election date to submit the question of adoption of the municipality's first Home-Rule Charter to the qualified voters of the City of McLendon-Chisholm, Texas. The ballot to be used in such election shall be, as closely as can be provided by the equipment and ballots provided by the Rockwall County Elections Administration, in the following form:

"FOR"

"AGAINST"

THE ADOPTION OF A HOME RULE CHARTER:

FOR THE CITY OF MCLENDON-CHISHOLM
TO INCLUDE PROVISIONS FOR THE
INCORPORATION AND POWERS OF THE
CITY; CITY COUNCIL AND THE MAYOR;
RESPONSIBILITIES OF THE CITY COUNCIL;
CITY ADMINISTRATION; MUNICIPAL
ELECTIONS; INITIATIVE, REFERENDUM,
AND RECALL; FINANCE; FRANCHISES AND
PUBLIC UTILITIES; BOARDS AND
COMMISSIONS; PLANNING AND ZONING
COMMISSION; ETHICS, PROHIBITIONS, AND
PENALTIES; AND GENERAL AND
TRANSITIONAL PROVISIONS

SECTION 3: Polling locations for the election will be determined in the Contract for Election Services to be entered into with Rockwall County. The polling locations shall be open the hours of 7:00 a.m. and 7:00 p.m. on May 3, 2025. The election will be conducted in accordance with the Contract for Election Services, by and between the City and Rockwall County, and the Texas Election Code.

SECTION 4: The election precinct and voting places of said election shall be determined by the Rockwall County Elections Administrator.

SECTION 5: Early voting by personal appearance by any qualified Rockwall County resident shall be conducted at the Main Early Voting Location identified below, or at any of the other Rockwall County Vote Centers established by the contract for Election Services. Early voting by personal appearance for the May 3, 2025, elections will be conducted by the Rockwall County Elections Administration.

SECTION 6: That, in compliance with Section 85.004 of the Texas Election Code, Early Voting by personal appearance shall be conducted between April 22, 2025, and April 29, 2025, on days and times specified in the Agreement, at McLendon-Chisholm City Hall, 1371 West FM 550, McLendon-Chisholm, Texas 75032, and at other locations determined by Rockwall County. Please go to elections.rockwallcounty.com for the latest early voting locations and times.

Rockwall County will be responsible for Early Voting by mail application. The applications for Early voting shall be delivered to

Rockwall County Elections
915 Whitmore Dr. STE. D
Rockwall, Texas 75087

Voters will be allowed to deliver their own ballot in person to Rockwall County Elections Administrator at 915 Whitmore Dr. Suite D, Rockwall, Texas 75032 from the time they receive the ballot until close of business, Election Day.

SECTION 7: This Ordinance shall be construed with any action of the Rockwall County Commissioners Court providing for the conduct of a joint election with other public entities as herein contemplated.

SECTION 8: The contract for a joint election and election services between the City of McLendon-Chisholm and Rockwall County which is incorporated herein for all purposes is hereby approved. The City Administrator is hereby authorized to execute the contract for a joint election and election services with Rockwall County as the authorized representative of the City. In the event of a conflict between this Ordinance and the contract, the contract shall control.

SECTION 9: A notice of the special election, including a Spanish translation thereof, shall be posted not later than the twenty-first (21st) day before the election on the bulletin board used for posting notices of meetings of the City Council and shall be published at least once, not earlier than the thirtieth (30th) day nor later than the tenth (10th) day before the election in a newspaper published and of general circulation of the City of McLendon-Chisholm.

SECTION 10: Before the thirtieth (30th) day before the date of the election, the City Secretary is directed to mail a copy of the proposed Home Rule Charter to each registered voter of the City of McLendon-Chisholm.

SECTION 11: The Mayor and the City Secretary are hereby authorized and directed to take any and all actions necessary to comply with the provisions of federal and state law in carrying out and conducting the election, whether or not expressly authorized herein

SECTION 12: That this ordinance shall take effect immediately from and after its passage, as the law in such cases provides.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MCLENDON-CHISHOLM, TEXAS, ON THIS, THE DAY OF 2025.**

APPROVED:

Bryan McNeal, Mayor

ATTEST:

Angela Jennings, City Secretary



CITY OF McLENDON-CHISHOLM HOME RULE CHARTER

HOME RULE CHARTER COMMISSION

JANUARY 28TH, 2025

CITY OF McLENDON-CHISHOLM HOME RULE CHARTER

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CITY OF McLENDON-CHISHOLM HOME RULE CHARTER

PREAMBLE

We, the citizens of McLendon-Chisholm, Texas, in order to establish a Home Rule Municipal Government, provide for the future of our City and obtain more fully the benefits of local self-government, protecting individual freedom, and provide for the public welfare, hereby adopt this Home Rule Charter, in accordance with statutes of the State of Texas; and do hereby declare the residents of the City of McLendon-Chisholm, in Rockwall and Kaufman Counties, living within the legally established boundaries of the said City, to be a political subdivision of the State of Texas, incorporated forever under the name of the “City of McLendon-Chisholm” with such powers, rights, privileges, authorities, duties, and immunities as are herein provided.

CITY OF McLENDON-CHISHOLM HOME RULE CHARTER

CHAPTER ONE: BOUNDARIES

SECTION 1.01 INCORPORATION

All inhabitants of the City of McLendon-Chisholm, Rockwall and Kaufman Counties, Texas, as the boundaries and limits of said City have heretofore been established and now exist or may hereafter be established, shall constitute a municipal body politic incorporated under and known by the name "City of McLendon-Chisholm" with such powers, rights, duties, privileges and immunities as are herein provided.

SECTION 1.02 BOUNDARIES AND LIMITS

The boundaries and limits of the City of McLendon-Chisholm shall be established and described in ordinances duly passed by the City Council of the City of McLendon-Chisholm in accordance with State law. The City Secretary shall at all times keep a correct and complete description and official City map on file, including annexations and disannexations.

SECTION 1.03 EXTENSION AND REDUCTIONS OF BOUNDARIES

- A. The Boundaries of the City may be enlarged by the annexation of additional territory in any manner authorized by State law.
- B. Whenever, in the opinion of the City Council, there exists within the corporate limits of the City and territory, either inhabited or uninhabited, not suitable, or necessary for City Purposes, the City Council may, upon a public hearing and by ordinance duly passed, discontinue said territory as part of the City.
- C. Upon completion of annexation, any additional territory annexed to the City will be a part of the city for all purposes, and the property situated therein shall bear its pro rata part of the taxes levied by the city as provided by State law. The inhabitants of the annexed territory shall be entitled to all rights and privileges of all citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City.

CITY OF McLENDON-CHISHOLM HOME RULE CHARTER

CHAPTER TWO: FORM OF GOVERNMENT AND POWERS

SECTION 2.01 FORM OF GOVERNMENT

The municipal government provided by this Charter shall be the “Council-Manager” form of government. Pursuant to the provisions of this Charter and subject only to the limitations imposed by the State Constitution, State Statutes, and by this Charter, all powers of the City shall be vested in an elective council, hereinafter referred to as the “City Council” which shall, among other things, enact local ordinances, adopt budgets, determine policies, and appoint the City Manager. The City Manager shall be held responsible to the City Council for the execution of laws and the administration of the government of the City. All powers of the City shall be exercised in the manner prescribed by the laws of the State of Texas, this Charter and as may be prescribed by ordinance.

SECTION 2.02 POWERS OF THE CITY

The City of McLendon-Chisholm shall be a Home Rule City under the Constitution and laws of the State of Texas and shall have all powers, functions, rights, privileges and immunities of every kind and nature granted to a Home Rule City under Article XI, Section 5, of the Constitution of the State of Texas, known as the Home Rule Amendment, and all other laws passed by the Legislature of the State of Texas relating thereto, or which may hereafter be passed by said Legislature in relation to such matters including, but not limited to the following powers:

- (1) To assess, levy, and collect taxes for general and special purposes on all lawful subjects of taxation.
- (2) To fix and regulate the rates of gas, water, electricity, and other utilities, and to regulate and fix the fares, tolls, and charges of local telephones and exchanges, public carriers and motor vehicles where they are transporting passengers, freight or baggage, and generally to fix and regulate the rates, tolls, or charges and the kind of service of all public utilities of every kind, unless otherwise required by law.
- (3) To sue and be sued, to contract and be contracted with, to buy, sell, lease, mortgage, hold, manage and control such property, as its interests require.
- (4) To make and enforce all law enforcement, health, sanitary and other regulations, and pass such ordinances as may be expedient for maintaining and promoting the peace, good government and welfare of the City, for the performance of the functions thereof, for the order and security of its inhabitants, and to protect the peace, lives, health, and property of such inhabitants and to provide suitable penalties for the violation of any ordinance enacted by the City.

CITY OF McLENDON-CHISHOLM HOME RULE CHARTER

(5) To borrow money on the faith and credit of the City by the issue or sale of bonds, warrants, certificates of obligation, notes or other securities authorized by the laws of the State of Texas.

(6) To acquire, by purchase, gift or devise, or by the exercise of the right of condemnation, and own, in fee simple or otherwise, either public or private property located inside or outside of the corporate limits of the City. Such property may be utilized for the extension, improvement and enlargement of its waterworks system, including riparian rights, water supply reservoirs, stand pipes, watersheds, dams, the laying, building, maintenance and construction of water mains, rights-of-way in connection therewith, and the laying, erection, establishment or maintenance of any necessary appurtenance or facilities which will furnish to the inhabitants of the City an abundant supply of wholesome water; for sewage plants and systems; rights-of-way for water and sewer lines; for parks, playgrounds, fire stations, police stations, incinerators or other garbage disposal plants; for streets, boulevards, and trails or other public ways; for municipal buildings, garages and parking facilities, for any purpose hereinabove named; for the straightening or improving of the channel of any stream, branch or drain or for any other municipal purpose.

(7) To acquire, by eminent domain and own in fee simple, the real estate, fixtures, and systems of a public utility providing retail water or wastewater service, or both, inside or outside of the City's corporate limits as the corporate limits exist upon adoption of the charter or may change. In the ordinance declaring the necessity of acquiring the utility system, the City Council shall make adequate provision for appropriating the funds for the acquisition and make reasonable assurance for the compensation of the utility's going concern value, franchises, easements, contracts, and goodwill of customers. Unless otherwise provided by ordinance or statute, the eminent domain procedure as set forth in Chapter 21 of the Texas Property Code as applied to acquisition of land shall apply to the acquisition of the utility and the method of determining value and damages to the utility shall be as stated in the Texas Water Code, Section 13.255, as amended.

(8) To institute and prosecute suits without giving security therefore, and appeal from judgments of the courts without giving supersedeas or costs bonds, other bonds or security whatever.

(9) To have the exclusive right to erect, own, maintain and operate directly or by contract for services, a waterworks and sanitary system for the use of said City and its inhabitants and to regulate the same, including the right to prescribe rates for water and sanitary sewer services, and to make such rules and regulations as the City Council may deem expedient. Such rules and regulations may include the power to extend water and sanitary sewer lines and assess a portion or all of the cost therefore and affix a lien against the property and the

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owner thereof, and do anything whatsoever necessary to operate and maintain said waterworks and to compel the owner of all property and the agents of such owner to pay all charges for water and sanitary sewer services furnished.

(10) To acquire property within or without its boundaries or within boundaries of other municipalities for any public purpose, in fee simple or lesser interest or estate, by purchase, gift, devise, lease or condemnation when necessary or desirable to carry out any of the powers conferred upon it by this Charter or by the Constitution and the laws of the State of Texas.

(11) To lay out, open, close, establish, alter, widen, raise, lower, extend, grade, supervise, maintain, and improve streets, alleys, trails and parks, and to regulate the use thereof and to require removal of all obstructions or encroachments of every nature and character upon said public streets, sidewalks or other public property.

(12) To create offices, determine the method for selection of officers, and prescribe the qualifications, duties, and tenure of office for officers.

(13) To appropriate the money of the City for all lawful purposes to create, provide for, construct, regulate and maintain public works, public improvements of any nature, economic development and to furnish municipal services as may be provided by resolution or ordinance of the City Council, or as required by law.

(14) To alter the City's boundaries by annexing or disannexing territory in accordance with those provisions set forth in Section 1.03, "Extension and Reductions of Boundaries" of this Charter which is incorporated fully herein by reference.

SECTION 2.03 POWERS: GENERAL

The enumeration of particular powers in the Charter shall not be deemed to be exclusive and such powers shall be construed liberally in favor of the City. In addition to the powers enumerated or implied herein, it is intended that the City shall have and may exercise all powers under the Constitution and laws of the State of Texas, as fully as though they were specifically enumerated by this Charter. All powers of the City shall be exercised in the manner prescribed by this Charter, or if the manner is not detailed herein, then in such manner as may be set forth by ordinance, the State constitution or by State law.

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CHAPTER THREE: CITY COUNCIL

SECTION 3.01 GENERAL POWERS AND DUTIES

The legislative and governing body of the City shall be composed of a Mayor and “Council Members” and shall be known collectively as the “City Council of the City of McLendon-Chisholm,” and referred to in this Charter as the City Council.

All powers of the City Council shall be vested in the City Council, except as otherwise provided by law or this Charter, and the City Council shall provide for the exercise thereof and for the performance of all duties and obligations imposed by the City by Law. Without limitation of the foregoing and among the other powers that may be exercised by the Council, the following are enumerated for greater certainty:

- A. Appoint and remove the City Manager.
- B. Appoint and remove the Municipal Judge and Associate City Judge.
- C. Appoint and remove the City Secretary.
- D. Appoint and remove the City Attorney
- E. Establish and dissolve administrative departments.
- F. Adopt the City budget.
- G. Collectively inquire into the conduct of any office, department or agency of the City and make investigations as to Municipal affairs.
- H. Adopt and modify the official map of the City.
- I. Adopt, modify and carry out plans in cooperation with the Planning and Zoning Commission.
- J. Adopt, modify and carry out plans in cooperation with Planning and Zoning Commission for the replanning, reconstruction, or redevelopment of any area or district which may have been affected in part or in whole by disaster.
- K. Regulate, license and fix the charges of fares made by owning, operating, or controlling any vehicle of any character used for carrying passengers for hire on the public streets and alleys of the City.
- L. Provide for the establishment and designation of fire limits and preserve the kind and characters of buildings or structures or improvements to be erected therein; provide for the erection of fireproof buildings within certain limits; and provide for the condemnation of dangerous structures or buildings or dilapidated buildings or buildings calculated to increase the fire hazard, and the manner of their removal or destruction.
- M. Fix and regulate rates and charges of all utilities and public services defined in this Charter.
- N. Individually, initiate and place items on the agenda for consideration.

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SECTION 3.02 QUALIFICATIONS

Each candidate for election to the City Council or office of Mayor shall be a qualified voter of the City, shall be not less than eighteen (18) years of age, shall have resided in the City not less than twelve (12) months immediately preceding Election Day and shall meet the requirements of the Texas Election Code. Each Council Member and the Mayor must continually reside within the City during their term of office, and any removal of their residence from the City during their term of office shall constitute a vacation of their office be vacated, and such vacancy shall be filled as provided in Section 3.06.

SECTION 3.03 TERMS OF OFFICE AND ELECTIONS

- A. **Number.** The legislative and governing body of the City shall be composed of a Mayor and six (6) "Council Members".
- B. **Selection.** The Mayor shall be elected to office at large. The Council shall be elected to office at large, but by specific places which shall be designated as Place One (1), Place Two (2), Place Three (3), Place Four (4), Place Five (5) and Place Six (6). Except as set forth in Section 14.19 of the Transitional Provisions of this Charter, Places One (1) and Three (3) shall run together in an election cycle, Places Two (2), Four (4) and the Mayor shall run together in an election cycle, Places Five (5) and Six (6) shall run together in an election cycle.
- C. **Term.** The Mayor shall serve a term of three (3) years and shall serve until their successor is elected and qualified. Except as set forth in the Transitional Provisions of this Charter, each Council Member shall serve a term of three (3) years and shall serve until their successor is elected and qualified.
- D. **Term limits.** No person will serve more than three (3) consecutive elected terms as either a Council Member or as Mayor. In addition, no person will serve more than four (4) consecutive terms as Council Member and Mayor (combined). A member who has served the maximum number of full terms may serve additional terms subject to the same limitations after a break in service of one (1) year or more.

SECTION 3.04 MAYOR AND MAYOR PRO-TEMPORE

- A. The person elected Mayor shall be the presiding officer of all meetings of the City Council. The Mayor shall be the official head of the City Government for all ceremonial purposes, but shall have no regular administrative duties. The Mayor may participate in the discussion in all matters coming before City Council. The Mayor may vote as a member thereof, on all legislative and all other matters.
- B. Additional powers and duties of the Mayor include:

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1. The Mayor shall work closely with the Council to obtain legislation in the public interest and with the City Manager to ensure that the same is enforced and participate in the discussion on all legislative and other matters coming before the Council.
 2. The Mayor may administer oaths of office (i.e. swearing-in ceremonies).
 3. The Mayor may sign ordinances, resolutions, orders, statements, contracts, deeds, conveyances, easements, bonds, plats, and other documents as directed or authorized by the City Council, except as delegated to the City Manager or designee.
 4. The Mayor shall be responsible for providing initiative and guidance in the orderly management and growth of the City.
 5. The Mayor may exercise all duties conferred by the Texas Constitution, state law, City ordinance, City resolution, or other applicable law.
- C. The Mayor Pro-Tempore, hereinafter referred to as “Mayor Pro-Tem”, shall be a Council Member elected by the City Council at the first regular meeting after each election of Council Members and/or Mayor. The Mayor Pro-Tem shall act as the Mayor during the disability or absence of the Mayor in this capacity, shall have all the rights conferred upon the Mayor and shall still be entitled to vote as a Council Member.

SECTION 3.05 COMPENSATION

The Mayor and members of the City Council shall serve without compensation, except that the Mayor and Council Members shall be entitled to reimbursement of all necessary and reasonable expenses incurred in the performance of their official Mayoral and City Council duties, upon approval of such expenses by the City Council.

SECTION 3.06 VACANCIES IN THE CITY COUNCIL; FILLING OF VACANCIES

- A. **Vacancies.** The office of a Council Member or Mayor shall become vacant upon that person’s death, resignation, forfeiture of office or removal from office in any manner authorized by this Charter or other law.
- B. **Forfeiture of Office.** A Council Member or the Mayor shall forfeit that office if that person: (1) lacks, at any time during the term of office for which elected, any qualification for the office prescribed by this Charter or by law; (2) violates any express prohibition of this Charter or the Code of Ethics adopted under Section 3.07 of this Charter; (3) is convicted of a felony, crime involving moral turpitude or any

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State law regulating conflicts of interest of municipal officers; (4) ceases to be a resident of the City; or (5) must vacate office by the mandate of any other law.

C. Office Subject to Forfeiture. A Council Member or the Mayor who is absent from three (3) consecutive regular meetings, or twenty-five percent (25%) of regularly scheduled meetings during a twelve-month (12-month) period immediately preceding and including the absence in question, without explanation acceptable to the other members of the City Council, shall be subject to forfeiting his or her position on the City Council, which forfeiture shall occur upon a vote for such a forfeiture by a majority of the members of the City Council then qualified and serving.

D. Filling of Vacancies; Council Members.

1. If there is a vacancy in the City Council, other than that of the Mayor, to the extent possible, it shall be filled within thirty (30) days of the occurrence of the vacancy by appointment of a majority of the remaining Council Members, including the Mayor, by selection of a person qualified under state law and this charter. The appointee shall serve until the next municipal election. If the regular term has not ended by the time of the next municipal election, the election will be to fill the position for the remainder of the term in accordance with the Texas Constitution and the Texas Election Code.
2. The City Council shall not have more than two (2) appointed Council Members at any one time. If another vacancy occurs while there are two (2) appointed Council Members or if more than two (2) vacancies occur simultaneously, a special election shall be ordered within sixty (60) days of the last vacancy to elect the successors to the offices vacated. Vacancies filled by special election shall be for the remainder of the term. Vacancies that occur within ninety (90) days prior to the next municipal election, no special election will be called, leaving the seat vacant.
3. If the vacated office is that of Mayor Pro-Tem, the City Council shall elect a new Mayor Pro-Tem at the next regular meeting.

E. Filling of Vacancy; Mayor. A vacancy in the office of the Mayor shall be filled by appointment by a majority of the members of the City Council then qualified and

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serving. The appointment shall be for the unexpired term. The appointment procedure shall be as follows:

1. At the next regular City Council meeting following the vacancy and in compliance with the Texas Open Meetings Act, the City Council agenda shall include an item for appointing a new Mayor. The City Council shall make the appointment from the following persons and in the following order, provided that person consents: (a) the Mayor Pro-Tem; or (b) if the Mayor Pro-Tem does not consent, a Council Member. (c) A Council Member may vote for themselves.
2. If the Mayor Pro-Tem and all Council Members do not consent, then the City Council agenda for every regular meeting thereafter shall include an item for appointing a new Mayor until a new Mayor is appointed. At any such meeting and in addition to the persons identified in Section 3.06(E)(1), the City Council may appoint a qualified person from the public that consents.
3. The City Council agenda item required by this Section 3.06(E) may not be considered or discussed in a closed meeting under the Texas Open Meetings Act except when necessary for the City Council to seek the advice of its attorney.

SECTION 3.07 MEETINGS: QUORUM

Regular meetings of the City Council shall be held at the City Hall at such times as may be prescribed from time to time by resolution of the City Council. Special meetings shall be called by the Mayor or five (5) members of the City Council. Notice of any regular or special meetings of the City Council shall state the subject to be considered at the meeting. All official meetings of the City Council and of all committees thereof shall be open to the public as provided by State law. A quorum shall consist of four (4) City Council Members. The Mayor shall count towards the making of a quorum. The City Council shall determine its own rules of procedure, may punish its members for misconduct and may compel the attendance of absent members. The City Council **shall not** make any decision regarding any litigation or legal proceedings without first consulting with the City Attorney.

SECTION 3.08 DISASTER CLAUSE

In case of disaster when a legal quorum of the City Council cannot otherwise be assembled due to multiple deaths or injuries, the surviving members of City Council, or if no member of City Council remains, the following surviving City officials: the Chair of Planning and Zoning, the chair of Board of Adjustments, the chair of the Park Board, the Municipal Judge, and the City Attorney; shall within 24 hours of such disaster appoint a number of qualified residents equal to the number necessary to make a quorum to act during the emergency as the City Council. If for good reasons it knows a quorum of the elected City Council will never again meet, the newly appointed City Council, shall within

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15 days of their appointment, call a City Election to be held as soon as authorized under law for election to the vacant offices. If it is determined that a quorum of the elected City Council will meet again, the newly appointed Council Members shall serve until such time as the previous Council Members may again begin serving.

SECTION 3.09 EXTENSIONS OF DECLARATIONS OF DISASTER

The City shall comply with all state laws regarding declarations of disaster. In addition to the requirements of state law, the City Council shall, after the original declarations of a disaster, meet no less than every thirty (30) days to review the circumstances and reasons and shall, in order to extend any disaster declaration, vote at such meeting to extend the disaster declaration. No vote extending the disaster shall be effective unless adopted by a 3/4 majority of the entire City Council. Should the City Council fail to hold such vote or should the vote on extension fail to meet the 3/4 vote threshold, the declaration of disaster shall expire thirty (30) days from the latter of the expiration of (1) the original declaration or (2) the last previously approved expiration.

SECTION 3.10 CODE OF ETHICS

(A) **Purpose and policy.** The City Council shall adopt, maintain and enforce, by ordinance or resolution, a code of ethics for the purpose of, among other things, establishing guidelines for high ethical standards in official conduct by City officials, employees and appointees. The code of ethics shall establish the policy that City officials, employees and appointees shall conduct themselves in a manner consistent with sound business and ethical practices, ensuring that the public interest is always considered in conducting City business, and shall provide guidance in order to instill and maintain a high level of public confidence in the professionalism, integrity, and commitment to the public interest of those in public service. At a minimum, the code of ethics shall include: (1) standards of conduct related to public administration and offenses against public administration, as set out in Chapter 36 of the Texas Penal Code; (2) a travel and expense policy regulating the expenditure of public funds for travel, conferences, and entertainment; (3) policies for reimbursement of actual expenses incurred by members of the City Council and Boards and Commissions as allowed in this Charter; (4) restrictions on serving as surety for the performance of any person doing business with the City or as surety for any City officer or employee required to make a surety bond; and (5) provisions requiring review of the code of ethics at least every five (5) years. The initial adoption of this code of ethics shall occur within one hundred eighty days (180) days of the effective date of this Charter.

(B) **Penalties.** The City Council shall adopt ordinances providing penalties for violation of the code of ethics, which penalties shall include, but not be limited to, removal from office

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or appointed position or dismissal from employment for any person found to have willfully violated the code of ethics and additionally that any such person shall be ineligible to hold a City office, appointed position or employment for five (5) years after removal or dismissal, in addition to any other penalty that may be provided by law or the code of ethics.

SECTION 3.11 PROHIBITIONS

(A) **Holding Other Office or City Employment.** Except where authorized by law, no Council Member or Mayor shall hold any other elected public office during their term on the City Council. No Council Member or Mayor shall hold any other City office or City employment during their term on the City Council. No former Council Member or Mayor shall hold any compensated appointive office or employment with the City until one (1) year after the expiration of their term on the City Council. Nothing in this section shall be construed to prohibit the City Council from selecting any current or former Council Member or Mayor to represent the Town on the governing board of any City non-profit corporation, association or agency or any regional or other intergovernmental agency, association or corporation.

(B) **Becoming Candidate for Different Office.** Should the Mayor or any Council Member announce his or her candidacy, or in fact become a candidate, in any general, special or primary election for any office of profit or trust under this Charter, the laws of this State or the United States, other than the office then held shall constitute an automatic resignation of the office then held, and the vacancy thereby created shall be filled as provided herein.

(C) **Council relations with the City Manager.** The City Council and its members shall hold the City Manager responsible for the proper administration of all affairs of the City, but neither the City Council nor any board or commission created by it, nor any members thereof, shall dictate the appointment of any person to or their removal from office or employment within the City, or in any manner interfere in the appointment of officers and employees in the departments of the administrative service vested in the City Manager by this Charter. Except for the purpose of inquiry, the City Council nor any member thereof shall give orders to any subordinate of the City Manager either publicly or privately.

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CHAPTER FOUR: CITY MANAGER

SECTION 4.01 APPOINTMENTS AND QUALIFICATIONS.

The City Council, by vote of the majority of the members of the City then qualified and serving, shall appoint a City Manager who shall be the chief administrative officer of the City and shall be responsible to the City Council for the administration of all affairs of the City. The City Manager shall be chosen by the City Council solely on the basis of City Manager's executive and administrative training, experience, and ability. The City Manager need not be a resident of the City when appointed but shall within a reasonable time after such an appointment, as determined by the City Council, reside within the City during the balance of the appointment.

SECTION 4.02 TERMS AND COMPENSATION

The City Manager may be removed at the discretion of the City Council by an affirmative vote of a majority of the City Council then qualified and serving. The action of the City Council in suspending or removing the City Manager shall be final, it being the intention of this Charter to vest all authority and fix responsibility for such suspension or removal in the City Council. The City Manager shall receive compensation as may be determined by the City Council.

SECTION 4.03 POWERS AND DUTIES

The City Manager shall have the following powers:

- A. The City Manager shall appoint, and when the City Manager deems it necessary for the good of the City, may suspend and/or remove any City employee except as provided by law, this Charter or personnel rules adopted pursuant to this Charter. The City Manager may authorize any employee who is subject to the City Manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency.
- B. The City Manager shall direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by law or this Charter.
- C. The City Manager shall see that all laws, provisions of this Charter and acts of the City Council, subject to enforcement by the City Manager or by employees subject to the City Manager's direction and supervision, are faithfully executed.
- D. The City Manager shall attend all City Council meetings, except when excused by the Mayor or Mayor Pro-Tem and shall have the right to take part in the discussion but may not vote.

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- E. The City Manager shall prepare and accept or designate an appropriate department head or City employee to prepare and accept items for inclusion in the official agenda of all City Council, boards, and commission meetings.
- F. The City Manager shall prepare and submit the annual budget and capital program to the City Council and administer the annual budget and capital program as adopted by the City Council.
- G. The City Manager shall keep the City Council fully advised as to the financial conditions and future needs of the City and make such recommendations to the City Council concerning the affairs of the City as the City Manager or the City Council deems desirable or necessary.
- H. The City Manager shall make other reports as the City Manager, or the City Council may require concerning the operation of the City's departments, offices, or agencies subject to the City Manager's direction or supervision.
- I. The City Manager shall perform such other duties as are specified in this Charter or may be required by the City Council, and are consistent with this Charter, State, or Federal Law.

SECTION 4.04 ACTING CITY MANAGER

By letter filed with the City Secretary, the City Manager shall designate, subject to approval a qualified employee to exercise the powers and perform the duties of City Manager during the City Manager's absence or temporary disability. The City Council may revoke at any time and appoint another qualified person to serve until the City Manager returns or their disability shall cease. In all other cases of absence, disability or suspension of the City Manager, the City Council may designate a qualified person to perform the duties of office.

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CHAPTER FIVE: CITY SECRETARY

SECTION 5.01 APPOINTMENT, REMOVAL AND COMPENSATION

The City Council shall appoint the City Secretary. The City Secretary shall receive such compensation as shall be fixed by the City Council. If the City Secretary is temporarily unable to perform appointed duties, the City Secretary or City Manager may designate an alternate.

SECTION 5.02 DUTIES OF THE CITY SECRETARY

The City Secretary shall:

- (1) Attend all meetings of the City Council and keep accurate records of all actions taken by the council.
- (2) Maintain the official records and files of the City.
- (3) Administer oaths required by law.
- (4) Attest contracts, assessment certificates, ordinances, resolutions, and other legal instruments when executed by the authorized officers of the City.
- (5) Serve as the election official for all City elections.
- (6) Hold and maintain the City seal and affix it to all appropriate documents as required.
- (7) Perform such other duties as may be required by the City Manager, this Charter, City Council or the laws of the State of Texas.

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CHAPTER SIX: MUNICIPAL COURT

SECTION 6.01 CREATION

The City Council shall, by ordinance, establish and maintain a Municipal Court to be known as the Municipal Court of the City of McLendon-Chisholm, Texas, and may appoint one or more Municipal Judges to serve in such Court. The Court shall have all the powers and duties as are now or as may hereafter be prescribed by the laws of the State of Texas in connection with the trial of misdemeanor offenses within its jurisdiction.

SECTION 6.02 MUNICIPAL COURT JUDGE

The Judge of the Municipal Court, and all alternates, shall be competent, duly qualified, and licensed attorney in the State of Texas. The Judge of the Municipal Court shall be appointed to a term of two (2) years and may be appointed to additional and consecutive terms at the will and pleasure of the City Council. The Judge shall receive such compensation as may be determined by the City Council. This compensation shall be fixed and commensurate with the duties performed by the Judge.

SECTION 6.03 CLERK OF THE COURT

There shall be a Clerk of the Municipal Court appointed by the City Manager. The Clerk of the Court and any Deputies appointed by the City Manager shall have the power to administer oaths and affidavits, make certificates, affix the seal of said court as necessary and as required by law, and in general do and perform any and all acts usual and necessary to be performed by clerks and deputy clerks of municipal courts of the State of Texas.

SECTION 6.04 JURISDICTION, POWER AND FINES

The Municipal Court shall have jurisdiction:

- (1) Over the forfeiture and collection of bonds given in proceedings therein, to order the forfeiture of cash appearance bonds upon the failure of the defendant to appear, and to accept the same in lieu of a fine.
- (2) Concurrent with the appropriate State court, of all criminal cases arising under the criminal laws of the State of Texas, where the offense is committed within the City limits and the penalty does not exceed that which is established for municipal courts by State law.
- (3) Over all criminal cases arising under the ordinances of the City within the City limits and outside the City limits to the extent authorized by State law.
- (4) To punish for contempt, admit to bail, and forfeit bonds under such circumstances as provided by law.

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(5) To enforce all process of the courts in accordance with State law and City ordinances, punish witnesses for failing to obey subpoenas, and compel their attendance by process of attachment.

Section 6.05 COSTS, FINES AND PENALTIES

All costs, fines and penalties imposed by the municipal court shall be paid into the City treasury for the use and benefit of the City, as may be consistent with present and future State laws.

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CHAPTER SEVEN: CITY ATTORNEY

SECTION 7.01 APPOINTMENT

The City Council shall appoint a competent licensed attorney in the State of Texas of recognized ability, and they shall be known as the City Attorney.

SECTION 7.02 COMPENSATION

The City Attorney shall receive for their services such compensation as may be fixed by the City Council at the time of their appointment, and from time to time by appropriate resolution.

SECTION 7.03 DUTIES OF CITY ATTORNEY

The City Attorney shall be the legal adviser of, and attorney for, all the offices and departments of the City, and shall represent the City in all litigation, legal proceedings and meetings. The City Council may retain special counsel at any time it deems appropriate and necessary. They shall review and approve as to form or dissolve all documents, contracts, resolutions, ordinances, and legal instruments in which the City may have an interest. The City Attorney shall perform other duties prescribed by the Charter, by ordinance or by resolution of the City Council.

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CHAPTER EIGHT: CITY DEPARTMENTS/FISCAL ADMINISTRATION

SECTION 8.01 ADMINISTRATIVE DEPARTMENTS

There shall be such administrative departments as are established by this Charter and such other administrative departments as may be deemed necessary by the Council and as are established by ordinance, all of which shall be under the control and direction of the City Manager.

SECTION 8.02 TAX ADMINISTRATION

- A. The City will have the power to levy, assess and collect taxes of every character and type for any municipal purpose not prohibited by the Constitution and the laws of the State of Texas as now written or hereafter amended.
- B. The City shall have the power to grant tax exemption in accordance with the laws of the State of Texas.

SECTION 8.03 OFFICE OF TAX COLLECTOR

There will be established an office of taxation to collect taxes, the head of which will be the City Tax Collector. The City Council may contract for such services.

SECTION 8.04 TAXES; WHEN DUE AND PAYABLE

- A. All taxes due in the City of McLendon-Chisholm must be payable at the office of the City Tax Collector, or at such location or locations as may be designated by the City Council. They may be paid at any time after the tax rolls for the year have been completed and approved. Taxes for each year must be paid before February 1st of the next succeeding year, and all such taxes not paid prior to that date must be deemed delinquent and must be subject to penalty and interest as the City Council will provide by ordinance. The City Council may provide discounts for the payments of taxes prior to January 1 in amounts not to exceed those established by the laws of the State of Texas.
- B. Failure to levy and assess taxes through omission in preparing the appraisal rolls will not relieve the person, firm or corporation so omitted from obligation to pay such current or past due taxes as shown to be payable by recheck of the rolls and receipts for the years in question, omitting penalty and interest.

SECTION 8.05 TAX LIENS, LIABILITIES AND SUITS

- A. All taxable property located in the City on January 1 of each year will stand charged from that date with a special lien in favor of the City for the taxes due. All persons purchasing any such property or after January 1 in any year will take the property

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subject to the liens provided above. In addition to the liens herein provided, on January 1 of any year, the owner of property subject to taxation by the City will be personally liable for taxes that year.

- B. The City will have the power to sue for and recover personal judgment and foreclosure, or to foreclose its lien or liens, or to recover both personal judgment and foreclosure. In any such suit where it appears that the description of any property in the City appraisal rolls is insufficient to identify such property, the City will have the right to plead a good description of the property to be assessed, to prove the same, and to have its judgment foreclosing the tax lien or for personal judgment against the owners for such taxes.

SECTION 8.06 FISCAL YEAR

The fiscal year of the City shall begin on October 1st and end on the following September 30th of each year, but the fiscal year may be changed by the Council by ordinance.

SECTION 8.07 ANNUAL BUDGET

It shall be the duty of the City Manager to submit an annual budget not later than sixty (60) days prior to the end of the current fiscal year to the Council for its review, consideration and revision. The Council shall call a public hearing or hearings on the budget. The Council may adopt a budget with or without amendments. The Council may increase or decrease amounts or programs and may delete any programs or amounts except expenditures required by law or for a debt service, provided that no amendment shall increase the authorized expenditures to an amount greater than the total of the estimated income for the current fiscal year plus funds available from prior years. At the close of each fiscal year, the unencumbered balance of each appropriation shall revert to the fund from which it was appropriated and shall be subject to future appropriations, but appropriations may be made in furtherance of improvements or other objects of work of the City that will not be completed within the current year.

SECTION 8.08 FAILURE TO ADOPT ANNUAL BUDGET

If the Council fails to adopt the budget by September 30th, the amounts appropriated for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis with all items in it prorated accordingly until such time as the Council adopts a budget for the ensuing fiscal year. The levy of property tax will be set to equal the total current fiscal year tax receipts, unless the ensuing fiscal year budget is approved by September 30th of the current fiscal year.

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SECTION 8.09 BONDS AND OTHER EVIDENCE OF INDEBTEDNESS

The City shall have the power to borrow money on the credit of the City and to issue general obligation bonds and other evidences of indebtedness for permanent public improvements or for any other public purpose not prohibited by the Constitution and laws of the State of Texas and to issue refunding bonds to refund outstanding bonds and other evidences of indebtedness of the City previously issued. All such bonds shall be issued in conformity with the laws of the State of Texas. The City shall further have the power to borrow money for the purpose of constructing, acquiring, improving, extending or repairing public utilities, recreational facilities or any other self-liquidating municipal function not prohibited by the Constitution and laws of the State of Texas, and to issue revenue bonds to evidence the obligations created thereby. Such bonds shall be a charge upon and payable from the properties, or interest therein pledged, or the income there from, or both. The holders of the revenue bonds of the City shall not have the right to demand payment thereof out of monies raised or to be raised by taxation. All such bonds shall be issued in conformity with the laws of the State of Texas. The City shall have the power to borrow money for public improvements in any other manner provided by law, including certificates of obligation as authorized by Chapter 271 of the Texas Local Government Code. All bonds and evidence of indebtedness of the City having been approved by the Attorney General and registered by the Comptroller of Public Accounts shall thereafter be incontestable in any court or other forum for any reason, and shall be valid and binding obligations of the City in accordance with their terms for all purposes.

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CHAPTER NINE: BOARDS AND COMMISSIONS

SECTION 9.01 PLANNING AND ZONING COMMISSION

The City Council shall create a Planning and Zoning Commission of the City of McLendon-Chisholm and shall appoint seven (7) regular members and two (2) alternate members, each of whom shall be a citizen of the City of McLendon-Chisholm. Members shall be appointed for two (2) year staggered terms. Such appointees shall serve without compensation and may not hold any elective office of the State of Texas or any other political subdivision thereof during their terms. A vacancy in an unexpired term shall be filled by the City Council for the remainder of the term. The majority of the appointed members shall constitute a quorum, and decisions may only be made with the affirmative vote of a majority of those members present and voting. The Commission shall select from any of its members a Chairperson and Vice Chairperson. A two-thirds vote of the City Council will be required to overrule any recommendations of the Commission, except as otherwise provided by state law. Following the adoption of the Comprehensive Plan it shall serve as a guide for all future councils and be reviewed every five (5) years.

SECTION 9.02 BOARD OF ADJUSTMENT

The City Council shall appoint a Board of Adjustment comprised of five (5) regular members and three (3) alternate members for two (2) year staggered terms, all of whom shall be citizens of the City of McLendon-Chisholm. Such appointees shall serve without compensation. The Board of Adjustment shall be governed by Chapter 211, Texas Local Government Code, and have such additional duties as may be prescribed by ordinance or applicable State law. A vacancy on the board shall be filled by the City Council for the unexpired term. The Board shall select from any of its members a Chairperson and Vice Chairperson.

SECTION 9.03 PARK BOARD

The City Council may appoint a Park Board that shall be composed of not more than seven (7) members, each of whom shall be a citizen of the City of McLendon-Chisholm. Members shall be appointed for two (2) year staggered terms. Such appointees shall serve without compensation. A vacancy in an unexpired term shall be filled by the City Council for the remainder of the term. The majority of the appointed members shall constitute a quorum, and decisions may only be made by the affirmative vote of the majority of those members present and voting. The Park Board shall select from any of its members a Chairperson and Vice Chairperson. The Park Board shall be charged with responsibility for oversight of all parks and the trail system within the City of McLendon-Chisholm. The Park Board may sponsor such other activities for the betterment of civic life within the City as it shall be

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deemed appropriate and shall have such other duties and responsibilities as may be assigned to it by the City Council. The Park Board may make recommendations to the City Council for improvements to and expansions of existing parks and locations for future parks.

SECTION 9.04 OTHER BOARDS AND COMMISSIONS

The City Council shall have the power and is hereby authorized to create, abolish, establish, and appoint other boards, commissions and committees, as it deems necessary to carry out the functions of the City, and to prescribe the purpose, composition, functions, and tenure of each board, commission, or committee.

SECTION 9.05 APPOINTED TERM LIMITS

Boards and Commission appointees may serve up to three consecutive terms. An appointee who has served the maximum number of terms may serve additional terms subject to the same limitations after a break in service of one year or more.

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CHAPTER TEN: ORDINANCES

SECTION 10.01 PROCEDURE FOR PASSING ORDINANCES AND RESOLUTIONS

The City Council shall evidence its official actions by written ordinances, resolutions, or oral motions. The style of all ordinances shall be: "Be it ordained by the City Council of the City of McLendon-Chisholm, Texas" and the style of all resolutions shall be "Be it resolved by the City Council of the City of McLendon-Chisholm, Texas." Each proposed ordinance or resolution shall not be amended or repealed except by adoption of another ordinance or resolution, respectively. All ordinances and resolutions passed by the City Council shall become effective immediately from and after passage except where publication of a caption is required or where the ordinance, State law, or other provisions of this Charter provide otherwise, in which case the effective date shall be as prescribed in the ordinance.

SECTION 10.02 PUBLICATION OF ORDINANCES

The descriptive caption or title of each ordinance containing a penalty shall be published at least once in the official newspaper of the City, and on the City website, unless otherwise provided by State law or this Charter.

SECTION 10.03 CODE OF ORDINANCES

The City Council shall have the power to cause the ordinances of the City to be printed, in code form, and shall have the same arranged and digested as often as the Council may deem advisable, provided that failure to print the ordinances as herein provided shall not affect the validity of the same.

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CHAPTER ELEVEN: ELECTIONS

ELECTIONS SECTION 11.01 CITY ELECTIONS

Regular City elections shall be held on the first Saturday of May of each year or as otherwise required by the Texas Election Code, at which time members of the City Council, including the Mayor, shall be elected to fill those positions which become vacant that year. The City Council shall fix the hours, place and procedures for holding regular and special elections. Elections shall be held in compliance with applicable State law.

SECTION 11.02 SPECIAL ELECTIONS

The City Council by ordinance or resolution, may call such special elections as are authorized by State law or this Charter, fix the time and place of holding the same, and provide all means for holding such special elections. Every special election shall be called and held as nearly as practicable, according to the provisions governing regular elections.

SECTION 11.03 REGULATION OF ELECTIONS

All City elections shall be governed by the Constitution of the State of Texas, general laws of the State, this Charter, and by ordinance of the City regulating the holding of municipal elections. The City Council shall appoint the election judges and other election officials and shall provide for the compensation of all election officials in City elections and for all other expenses in holding said elections.

SECTION 11.04 CANDIDATES; FILING FOR OFFICE

Any qualified person as prescribed by Section 3.02 of this Charter may make application to have their name placed on the official ballot for the position of Council Member or Mayor. The application shall be made in accordance with all applicable laws and shall state that the candidate agrees to serve if qualified and elected. Each candidate shall execute such an oath and other official form or affidavit as required by the Texas Election Code. The City Secretary shall review the application and notify the candidate whether or not the application satisfies the requirements of this Charter and the Texas Election Code. If an application is insufficient, the City Secretary shall return it immediately to the candidate with a statement stating each insufficiency. The candidate may file a new application within the regular time for filing applications. The City Secretary shall keep on file all applications found sufficient at least until the expiration of the term of office for which such candidates filed.

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SECTION 11.05 OFFICIAL BALLOT

The order of the names of the candidates on the ballot shall be determined by the City Secretary in accordance with the procedures set out in the Texas Election Code. The name of each candidate seeking an elective office, except those who have withdrawn, died, or become ineligible prior to the time permitted for withdrawal, shall be printed on the official ballot in the name designated by the candidate in accordance with the Texas Election Code. Early voting shall be conducted pursuant to the Texas Election Code.

SECTION 11.06 CANVASSING AND ELECTION RESULTS

Returns of every municipal election shall be delivered forthwith by the election judges to the City Secretary, with a copy of the returns being sent to the Mayor. The City Council shall canvass the returns, investigate the qualifications of the candidates and declare the official results of the election not less than two (2) days nor more than six (6) days after the date of the election, or as may be otherwise provided by the Texas Election Code.

At any regular or special municipal election, the candidates in each place on the ballot who shall have received the greatest number of votes cast in such election for such place shall be declared elected.

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CHAPTER TWELVE: INITIATIVE, REFERENDUM AND RECALL

SECTION 12.01 POWER OF INITIATIVE

The people of the City reserve the power to direct legislation by initiative and, in the exercise of such power, may propose any ordinance not in conflict with this Charter or State law, except an ordinance appropriating money or authorizing the levy of taxes, an ordinance amending an ordinance appropriating money or levying taxes, or an ordinance repealing an ordinance appropriating money or levying taxes. Any initiated ordinance may be submitted by a petition signed by registered voters of the City equal in number to at least Thirty (30) percent of the number of voters in the last regular City election or 300 voters whichever is greater.

SECTION 12.02 POWER OF REFERENDUM

The people of the City reserve the power to approve or reject at the polls any legislation enacted by the City Council, which is subject to the initiative process under this Charter. Within thirty (30) days after the final adoption or publication, whichever date is later, of any ordinance which is subject to referendum, a petition, signed by registered voters of the City equal in number to at least Thirty (30) percent of the number of voters in the last regular City election or 300 voters whichever is greater, may be filed with the City Secretary requesting that any such ordinance be either repealed or submitted to a vote of the people. When such a petition has been certified as sufficient by the City Secretary, the ordinance so specified in the petition shall not go into effect, or further action shall be suspended if it shall have gone into effect, until and unless it is approved by the voters as herein provided.

SECTION 12.03 FORM OF PETITION FOR INITIATIVE AND REFERENDUM

All petition papers circulated for the purpose of an initiative or referendum shall be uniform in size and style. Initiative petition papers shall contain the full text of the proposed ordinance including a descriptive caption. The signatures to initiative and referendum petitions need not all be appended to one paper, but to each separate paper there shall be attached an affidavit of the circulator, who shall be a qualified voter of the City, personally circulated the foregoing paper, that all the signatures appended thereto were made in the petitioner's presence and that the petitioner believes them to be the genuine signatures of the persons whose names they purport to be. Each signer of any such petition shall sign their name in ink and shall indicate after their name their place of residence by street, street number and zip code. Each signer shall indicate their voter registration certificate number and shall record the date of signature.

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SECTION 12.04 FILING, EXAMINATION AND CERTIFICATION OF PETITIONS

All papers comprising a petition for initiative or referendum shall be assembled and filed with the City Secretary as one instrument. Within thirty (30) days after the petition is filed, the City Secretary shall determine whether each paper of the petition has a proper statement of the circulator and whether the petition has been signed by a sufficient number of qualified electors and shall hold any petition paper entirely invalid which does not have attached thereto the statement signed by the circulator thereof. The City Secretary shall certify the result of this examination to the City Council at its next regular meeting. If the City Secretary certifies that the petition is insufficient, the certificate shall specify the particulars in which it is defective and shall at once notify in writing the person filing the petition of this finding. A petition may be amended at any time within ten (10) days after a notice of insufficiency has been sent by the City Secretary, by filing a supplementary petition. In such event, the same procedures shall then be followed by the City Secretary and City Council as in the case of the original petition for the same purpose.

SECTION 12.05 COUNCIL CONSIDERATION AND SUBMISSION TO VOTERS

When the City Council receives an authorized initiative petition, certified by the City Secretary to be sufficient, the City Council shall either (a) pass the initiated ordinance without amendment within twenty (20) days after the date of the certification to the City Council; or (b) submit the initiated ordinance without amendment to a vote of the qualified voters of the City at a regular or special election to be held on a uniform election date of the State of Texas, but not less than ninety (90) days from the date that the City Secretary certifies the submission to the City Council. When the City Council receives an authorized referendum petition, certified by the City Secretary to be sufficient, the City Council shall reconsider the referred ordinance. If, upon such reconsideration, such ordinance is not repealed, it shall be submitted to the voters of the City at a regular or special election to be held on a uniform election date of the State of Texas, but not less than ninety (90) days from the date that the City Secretary certifies the submission to the City Council. Special elections on initiated or referred ordinances shall not be held more frequently than once each six (6) months, and no ordinance on the same subject as an initiated ordinance which has been defeated at any election may be initiated by the voters within two (2) years from the date of such election.

SECTION 12.06 BALLOT FORM AND RESULTS OF ELECTION

Ordinances submitted to the electors in accordance with the initiative and referendum provisions of this Charter shall be submitted by ballot title, which shall contain a clear, concise statement, without argument, of the substance of such ordinance. The ballot used

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shall have below the ballot title the following proposition, one above the other in the order indicated: "FOR THE ORDINANCE" and "AGAINST THE ORDINANCE." Any number of ordinances may be voted on at the same election and may be submitted on the same ballot. If a majority of electors voting on a proposed initiated ordinance shall vote in favor thereof, it shall thereupon become an ordinance of the City. A referred ordinance which is not approved by a majority of the electors voting thereon shall thereupon be deemed repealed. If conflicting ordinances are approved by the electors at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

SECTION 12.07 POWER OF RECALL

The people of the City reserve the power to recall the Mayor or any other member of the City Council and may exercise such power by filing with the City Secretary a petition, signed by qualified voters of the City equal in number to at least thirty (30) percent of the number of voters at the last regular municipal election of the City or 300 voters whichever is greater demanding the removal of the Mayor or other member of the City Council. The petition shall be signed and verified in the manner required for an initiative petition, shall contain a general statement of the grounds upon which the removal is sought and one of the signers of each petition paper shall make an affidavit that the statements made therein are true.

SECTION 12.08 RECALL ELECTION

All papers comprising a recall petition shall be assembled and filed with the City Secretary. Within thirty (30) days after the petition is filed, the City Secretary shall determine its sufficiency and, if found to be sufficient, shall certify this fact to the City Council at its next regular meeting. If a recall petition is found to be insufficient, it may be amended within ten (10) days after notice of such insufficiency by the City Secretary, by filing a supplementary petition. In that event, the same procedures shall then be followed by the City Secretary and the City Council as in the case of an original petition. The finding of insufficiency of a recall petition shall not prejudice the filing of a new petition for the same purpose. The City Council Member whose removal is sought by a recall petition may, within five (5) days after such petition has been certified and presented to the City Council, request in writing that a public hearing be held to permit them to present facts pertinent to the charges specified in the petition. In this event, the City Council shall order such public hearing to be held not less than five (5) days nor more than fifteen (15) days after receiving such request for a public hearing. If the City Council Member whose removal is sought does not resign, the City Council shall order a recall election and fix a date for such election, the date of which shall not be less than ninety (90) days from the date the petition was submitted to the City

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Council or from the date of the public hearing if one was held, whichever is later, or at the earliest date thereafter permitted by the Texas Election Code.

SECTION 12.09 RECALL BALLOT

Ballots used in recall elections shall read as follows: "SHALL (name of person or persons) BE REMOVED FROM THE CITY COUNCIL BY RECALL?" Below such question there shall be printed the following as to each person named: "FOR THE REMOVAL OF (name of person.)" "AGAINST THE REMOVAL OF (name of person.)" SECTION

12.10 RESULTS OF A RECALL ELECTION

If a majority of the votes cast at a recall election is against removal of a Council Member named on the ballot, that member shall continue in office. If a majority of the votes cast at such election are for the removal of the City Council Member named on the ballot, the City Council shall immediately declare the office vacant and such vacancy shall be filled in accordance with the provisions of this Charter. A City Council Member thus removed shall not be a candidate to succeed himself in an election called to fill the vacancy created.

SECTION 12.11 LIMITATIONS ON RECALL

No recall petition shall be filed against the Mayor or any other Council Member within sixty (60) days after they first take office, or within three (3) months after an election for their recall, nor within six (6) months of the end of their term.

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CHAPTER THIRTEEN: FRANCHISES

SECTION 13.01 POWER TO GRANT FRANCHISE

The City Council shall have the power, subject to the provisions hereof, by ordinance to confer upon any person, firm, corporation or other legal entity the franchise or right to use the public property of the City for the purpose of furnishing to the public any general public service or benefit, including, but not limited to, heat, light, power, telephone service, transportation, or other telecommunication providers for compensation or hire. The City shall have the power by ordinance to grant, renew, and extend all franchises of all public utilities of every character operating within the City. No such franchise shall be granted until after a public hearing shall have been called and held and until such ordinance shall have been passed and accepted by the franchisee.

SECTION 13.02 TRANSFER OF FRANCHISE

No public utility or other franchise shall be transferable except with the approval of the City Council expressed by ordinance.

SECTION 13.03 OWNERSHIP, USE AND CONTROL OF STREETS

No franchise or easement involving the right to use the streets, alleys, highways, parks, and public ways shall be valid unless granted in compliance with the terms of this chapter. No granting of a franchise by ordinance pursuant to this chapter shall convey any ownership or interest in any property of the City other than the right to use the public property for purposes of such franchisee's operations as expressed in the ordinance granting such franchise.

SECTION 13.04 RIGHT OF REGULATION

In granting, amending, renewing and extending public service and utility franchises, the City shall retain the right to: (1) Repeal such franchise by ordinance for failure to comply with the terms thereof, such power to be exercised only after due notice and hearing; (2) Require an adequate extension of plant and service as is necessary to provide adequate service to the public and require maintenance of the plant and fixtures at the highest reasonable standard of efficiency, based upon applicable state and federal regulations; (3) Establish reasonable standards of service and quality of products and prevent unjust discrimination in service or rates; (4) Impose regulations to ensure safe, efficient and continuous service to the public. The franchise holder in opening and refilling all earth openings shall re-lay the pavement and do all other work necessary to complete restoration of streets, sidewalks or grounds to a condition equally as good as or better than when disturbed; and (5) Upon notice to franchisee and a reasonable opportunity to be

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heard, to regulate, locate, or prohibit the erection of any and all poles, wires, or other utility equipment, conveyance, or structure, on the streets, alleys and public places of said City, and to cause the same to be changed, removed, altered, increased, diminished, placed underground, or be supported by poles of such material, kind, quality and class as may be determined by the City Council whether the same be telegraph, telephone, electric, cable television, or otherwise, and to enforce the provisions hereof by appropriate action in any court of competent jurisdiction.

SECTION 13.05 COMPENSATION FOR FRANCHISE

All persons, corporations, or association of persons, to whom a franchise or privilege may hereafter be granted shall pay the City for such privilege such compensation as may be fixed by the City Council in the grant of such franchise or privilege. Such compensation as fixed by contract or provided by State law(s) shall become due and payable at such time as the City Council shall fix in the granting of such franchise or privilege. The failure of any franchisee to pay compensation when due may result in forfeiture of the franchise or privilege.

SECTION 13.06 COUNCIL TO FIX AND REGULATE CHARGES, FARES OR RATES

If applicable State law so provides, the City Council shall determine, fix, and regulate the charges, fares or rates of any person, firm, or corporation enjoying a franchise or privilege granted under the provisions of this chapter, and shall prescribe the kind of service to be furnished to the public by such person, firm, or corporation, and the manner in which it shall be rendered and may from time to time alter or change such rules, regulations, and compensation after reasonable notice and public hearing. The rates, charges and fares so fixed shall at all times be reasonable and permit the franchisee a reasonable opportunity to earn a reasonable return on the franchisee's invested capital used and useful in providing service to the public in excess of its reasonable and necessary operating expenses. In this connection, the City Council may require any utility or franchise holder to furnish such financial reports and information as the City Council may request including reports of actual operating costs and the financial conditions of its operations within the City. The City Council may employ, at the expense of such franchisee, necessary outside experts to examine and audit the accounts and records of the franchisee to determine the reasonableness of such charges, fares, and rates.

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CHAPTER FOURTEEN GENERAL AND TRANSITIONAL PROVISIONS

SECTION 14.01 EFFECT ON EXISTING LAWS

All City ordinances, resolutions, rules, and regulations in force at the time of the adoption of this Charter and not in conflict with it shall remain in force until altered, amended or repealed by the City Council. All rights of the City under existing franchises and contracts are preserved in full force and effect. All taxes, assessments, liens, encumbrances, obligations and demands of or against the City, fixed or established before such date, shall be valid if properly fixed or established either under the law in force at the time of such proceedings or under the law after the adoption of this Charter. Any ordinances, rules or regulations inconsistent with this Charter are repealed as of the date of adoption of the Charter.

SECTION 14.02 CONTINUATION OF ADMINISTRATIVE OFFICES

All persons holding administrative offices at the time this Charter takes effect shall continue in office and in the performance of their duties in the capacities to which they have been appointed until provisions shall have been made in accordance with the terms of this Charter for the performance of such duties or the discontinuance of such office, if any. The powers conferred and the duties imposed upon any office, department or agency of the City by the laws of the State shall, if such office, department or agency be abolished by this Charter or under its authority, be thereafter exercised and discharged by the office, department or agency designated by the City Council, unless otherwise provided herein.

SECTION 14.03 CONFLICT OF INTEREST

No member of the City Council, the Mayor, or any other officer, whether elected, appointed, paid or unpaid, who exercises responsibilities beyond those that are advisory in nature, shall participate in a vote or decision on a matter involving a business entity or real property in which such officer has a substantial interest if it is reasonably foreseeable that an action on the matter would have an economic effect on the business entity or on the value of the property. No member of the City Council, the Mayor, or any other officer, whether elected, appointed, paid or unpaid, who exercises responsibilities beyond those that are advisory in nature, shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or service. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee violating this section shall forfeit their office or position. Any violation of this section, with the knowledge expressed or implied of a person or corporation contracting with the City, shall render the contract involved voidable by the City Council.

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SECTION 14.04 NEPOTISM

No officer of the City of McLendon-Chisholm shall appoint, vote for, or confirm the appointment to any paid office, position, clerkship, employment or duty, of any person related within the second degree by affinity or within the third degree by consanguinity to any member of the City Council, Mayor or City Manager, when the salary, fees, or compensation of such appointee is to be paid for, directly or indirectly, out of or from public funds or fees of office of any kind or character whatsoever. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty for at least thirty (30) days, if the officer is appointed, or at least six (6) months, if the officer is elected. When a person is allowed to continue in any such position, the officer related shall not participate in the deliberation or voting upon the appointment, reappointment, employment, confirmation, re-employment, change in status, compensation, or dismissal of such person, unless such action is taken with respect to a bona fide class or category of employees.

A. Non-appointed/ unpaid volunteers are exempt from this provision.

SECTION 14.05 WRONGFUL INTERFERENCE

No Person shall willfully make any false statement, certificate, mark, rating or report in regard to any test, certification, appointment or attempt to commit any fraud preventing the impartial execution of the personnel provisions, rules and regulations of this Charter.

SECTION 14.06 WRONGFUL INFLUENCE

No Person who seeks appointment or promotion with respect to any City position or appointive City administrative office shall directly, give, render or pay any money, service, or other valuable thing to any person for, or in connection with their test, appointment, proposed appointment, promotion, or proposed promotion.

SECTION 14.07 EMPLOYEE POLITICAL ACTIVITIES

No person who holds any compensated non-elective City position shall make, solicit, or receive any contribution for any candidate for City Council, or take part in the management, affairs or political campaign of such candidate. Such person may exercise their rights as a citizen to express their opinion or vote.

SECTION 14.08 OFFICIAL NEWSPAPER / PUBLICATION

The City Council shall have the power to designate by resolution a newspaper of general circulation in the City as the City's official newspaper. All ordinances, captions of

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ordinances, notices and other matters required to be published by this Charter, by ordinance, or by State law, shall be published in the official newspaper and on the City website.

SECTION 14.09 JUDICIAL NOTICE

This Charter shall be recorded in the City Secretary's office in a book kept for that purpose. As soon as practicable after its adoption, an authenticated copy of the Charter shall be certified to the Secretary of State of the State of Texas, at which time the Charter becomes a public act. Such Charter provisions may be read in evidence without pleading or proof of their provision, and judicial notice shall be taken thereof in all courts and places.

SECTION 14.10 SERVICE OF PROCESS

All Legal Process against the City shall be served upon either the City Secretary or the City Manager.

SECTION 14.11 PROPERTY NOT SUBJECT TO GARNISHMENT AND EXECUTION

No property owned or held by the City shall be subject to any garnishment or execution of any kind or nature except as specifically provided by State law.

SECTION 14.12 PUBLIC MEETINGS AND RECORDS

All meetings of the City Council and all boards, commissions and committees appointed by the City Council shall be governed by the provisions of Chapter 551, Texas Government Code and any amendments thereto with regard to the posting of agenda and the holding of public meetings. All public records of every officer, department or agency of the City shall be open to inspection by any citizen at all reasonable business hours, provided that records excepted from public disclosure by Chapter 552, Texas Government Code and any amendments thereto shall be closed to the public and not considered public record for the purpose of this section.

SECTION 14.13 INDEMNIFICATION OF OFFICERS

The City Council shall, by appropriate ordinance, provide for the indemnification and defense of the officers and employees of the City, including the members of the City Council, or any board, commission, or committee, including volunteers, against any loss, cost, or expense, including court costs and attorney's fees, to the extent allowed by law, arising out of the claim, suit, or judgment or settlement thereof, resulting from any alleged negligent act or omission of such officer, employee, member, or volunteer during the discharge of their duties and within the scope of their office, employment, membership, or assigned voluntary position with the City, or in any other case where the City is directed or

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authorized by law to do so. Such indemnification will not be provided for any act arising out of the intentional or knowing violation of any penal statute or ordinance or arising out of any conduct determined by final judgment to be an act of fraud or to have been taken with the intent to deceive or defraud, or for any personal or private business of such officer, employee, member, or volunteer, or for the gross negligence or official misconduct, or willful or intentionally wrongful act, or omission of such officer, employee, member, or volunteer.

SECTION 14.14 AMENDMENT OF THIS CHARTER

Amendments of this Charter may be submitted by the City Council to the qualified voters of the City for their approval at an election, no more often than once every three (3) years, held in accordance with Chapter 9, Texas Local Government Code.

SECTION 14.15 BOND OR SECURITY NOT REQUIRED

It shall not be necessary in any action, suit or proceeding in which the City is a party, for any bond, undertaking, or security to be executed on behalf of said City. All such actions, suits, appeals, or proceedings shall be conducted in the same manner as if such bond, undertaking, or security had been given, and said City shall be liable as if such obligation had been duly given and executed.

SECTION 14.16 SEVERABILITY CLAUSE

If any chapter, section, paragraph, sentence, clause or phrase of this Charter shall be held unconstitutional or invalid for any reason by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such provision so held invalid may appear, except to the extent that an entire chapter, section, paragraph, or sentence may be inseparably connected in meaning and effect with the provision to which such holding shall apply directly.

SECTION 14.17 MEANING OF WORDS

The provision of this Charter shall be liberally construed for the purpose of affecting the objects and ends thereof. Unless some other meaning is manifest, the word "City" shall be construed to mean the "City of McLendon-Chisholm," and the word "and" may be read "or" or the "or" may be read "and" if the sense requires. Words in the present tense include future tense and, except when a more constrictive meaning is manifest, singular may mean plural. The word "Council" shall be construed to mean the City Council Members and Mayor of the City of McLendon-Chisholm. The gender of the wording as contained in the Charter shall always be interpreted to mean either sex.

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SECTION 14.18 EFFECTIVE DATE

This Charter shall take effect immediately following adoption by the voters and entry of the official order by the City Council declaring the same adopted as soon as practicable. After adoption, the Mayor shall certify to the Secretary of State an authenticated copy of the Charter under the City's seal showing approval by the voters. The City Secretary shall record the Charter in a book kept for that purpose and keep and maintain the same as the official record of the City.

SECTION 14.19 CONTINUATION OF ELECTIVE AND APPOINTIVE OFFICES

Upon adoption of this Charter, the present people filling elective office on the City Council will continue to fill those offices for the terms for which they were elected. Persons who, on the date of this Charter is adopted, are filling appointive and administrative positions with the City which are retained under this Charter, may continue to fill these positions for the term for which they are appointed, unless removed by the City Council or by other means provided in this Charter. **Council Seat Place Six (6) will be appointed upon approval of the Charter. Three-year terms will commence in regular elections for Council Places Two (2), Four (4) and the Mayor seat in 2026. Council Place Six (6) will have an election for a two-year term in 2026 and then a three-year term will commence in regular elections in 2028. Three-year terms will commence in regular elections for Council Places One (1) and Three (3) in 2027. Council Place Five (5) will have an election for a one-year term in 2027 and then a three year term will commence in regular elections in 2028.**

SECTION 14.20 CONTINUATION OF OPERATION

All City Ordinances, bonds, resolutions, rules and regulations in force on the effective date of this Charter shall remain in force until altered, amended or repealed by the City Council, and all rights of the City under existing franchises and contracts are preserved in full force.

CITY OF McLENDON-CHISHOLM HOME RULE CHARTER

CHAPTER FIFTEEN: ADOPTION OF CHARTER

SECTION 15.01 SUBMISSION AND ELECTION

This Charter shall be submitted to the qualified voters of the City of McLendon-Chisholm for adoption or rejection on the 3rd day of May, 2025, at which election, if a majority of the qualified voters voting in such election shall vote in favor of the adoption of this Charter, it shall then immediately become the governing law of the City of McLendon-Chisholm, Texas, until amended or repealed. It being impracticable to submit this Charter so that each subject may be voted on separately, it is hereby prescribed that the form of ballot to be used in such election shall be as follows to wit: ____ “FOR” ADOPTION OF A CHARTER ____ “AGAINST” ADOPTION OF A CHARTER This Home Rule Charter for the City of McLendon-Chisholm, Texas, is respectfully submitted to the City Council of the City of McLendon-Chisholm for the purpose of calling an election on the question of adoption of the Home Rule Charter this st day of 2025. This proposed Charter represents the recommendation of the majority of the membership and signatures are evidenced below.

Mark Russo, Chairperson

Karan McDonald

Dennis London, Vice-Chairperson

Melody Osorio

Jennifer Heldreth, Secretary

John Powers

James Adcox

Troy Reich

Anthony Crawford

Lesley Schwalje

Rich Dean

Beverly Stibbens

Roberta Dolen

Jody Wright

Jerry Brewer, Council Liasion