



AGENDA
City Council Meeting
Tuesday, February 11, 2025
1371 WEST FM 550 - McLENDON-CHISHOLM, TEXAS 75032 6:30 PM

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1. CALL TO ORDER
2. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS
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6. MAYOR'S UPDATE ON WATER
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8. ITEMS FOR DISCUSSION
 - 8.1. Discuss and Consider approval of Development Agreement between TDI GP, LLC and the City of McLendon-Chisholm for Sonoma Verde 121 - 200

East, "Tate" Tract (City Administrator)

[East DA](#)

- 8.2. Discuss and Consider approval of Development Agreement between TDI GP, LLC and the City of McLendon-Chisholm for Sonoma Verde North, "Sloan" Tract (City Administrator)

201 - 294

[North DA](#)

- 8.3. Presentation and report for the FY25 Q1 Financial Update (City Administrator)
- 8.4. Discuss and consider approval for Interim City Administrator to explore selling the Old Firestation at 1250 Hwy 205, McLendon-Chisholm. (City Administrator)

9. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

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

10. ADJOURN

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

I, Angela Jennings, do hereby certify that the above Notice of Meeting of the City Council of McLendon-Chisholm, Texas was posted or before 5:00 p.m., Feb. 7, 2025 on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.



MINUTES
CITY COUNCIL - SPECIAL MEETING
WEDNESDAY, JANUARY 15, 2025
1371 West FM 550 - MCLENDON-CHISHOLM, TEXAS 75032

1. CALL TO ORDER

Mayor calls the meeting to order at 6:37 PM

2. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAG

Mr. Hallo leads the council in prayer

Council Member Brewer leads the room in both U.S and Texas Pledge

3. APPROVAL OF AGENDA

Motion to approve the agenda.

Made by: Council Member Paul Day

Seconded by: Council Member Michael Easter

Motion Passes Unanimously

4. RULES OF DECORUM

5. CITIZENS COMMENTS

Tony Crawford, 104 Lavender Place, McLendon-Chisholm, TX

Mr. Crawford spoke about the Home Rule Charter Commission and wanted the council to know that it has been an honor to serve on the commission. He thanked the council for passing the resolution to start the Home Rule Charter Commission. Thanked the charter members for their hard work, Mr. Russo for leading the commission, Council Member Jerry Brewer for the preparation of the material provided to the commissioners. And thanks to Mr. Halla, for the legal advice when needed. He states he and the other commissioners are looking forward to introducing the document to the council the Next council meeting.

Rich Dean, 708 Kensington Dr. McLendon-Chisholm

Item 7.4 from the Dec.10 meeting. He stated that it did not sit well with him and was disappointed that the public was not even allowed to hear the discussion. He also addressed 7.3 on the current agenda. He states his opposition to honoring someone what has done nothing for the community. Next 7.4 on today's agenda and he was not happy with City Council wanting to take charge and make changes.

Mark Kipphut, 31 Fireside Dr, McLendon-Chisholm, Texas

Thanks, the council and staff for everything they do and Congratulates Konrad for the time spent here to move the city forward. He endorsed Bev Stibbens as the Interim City Administrator and encourages the council to move forward with her appointment.

Citizens Comments were closed at 6:52 pm

6. CONSENT AGENDA

- 6.1 Consider approval of the minutes from CC Meeting held Dec. 10, 2024
- 6.2 Consider approval of the City Council Regular Meeting Schedule
- 6.3 Consider approval of the Petition to be Released from the Extraterritorial Jurisdiction by Stephen J Gander, Lot No. 1, Block A. Dan Wurst Subdivision No.2.

Motion made to approve Consent Agenda

Made by: Council Member Jerry Brewer

Seconded by: Mayor Pro Tem Tucker

Motion Passes Unanimously

7. ITEMS FOR DISCUSSION

- 7.1. Discuss and consider an ordinance ordering a General Election to be held on May 3, 2025 for the purpose of electing at large a Councilmember Place 1, Councilmember Place 3 and Councilmember Place 5; authorizing a joint election order with other Rockwall and Kaufman county political subdivisions; authorizing the Mayor or City Administrator to enter into an agreement with Rockwall or Kaufman county for the election; providing the manner and means of carrying out said election; designating polling locations and hours; providing for early voting; and providing bilingual election requirements; providing for notice of the election; and providing for publication of the notice for the election. (City Administrator)

Motion to approve

Made by: Council Member Paul Day

Seconded by: Council Member Michael Easter

Motion passed Unanimously

- 7.2. Discuss and consider an ordinance approving the order of a special election for the purpose of repealing the one-quarter of one percent sales and use tax within the city currently being used to reduce the property tax rate. This portion of the sales and use tax shall be earmarked exclusively for public safety and/or streets & roads. (City Administrator)

Motion to approve

Made by: Council Member Michael Easter

Seconded by: Council Member Jerry Brewer

Konrad Hildebrandt gives some background on the agenda item and talks about how this came into place. He states that this is merely to let the citizens vote on the repeal of this ordinance.

There were several questions about the ordinance, and Council Member Brewer states he would like for the money to be earmarked for roads. Council Member Day sees it as merely an increase in taxes. Mayor Pro Tem Tucker believes it should be voted on it, and feels it should be used for streets

Motion passes 3-1

(Ayes – Council Members Michael Easter, Brewer and Mayor Pro Tem Tucker)

(Nays – Council Member Paul Day)

Mayor puts the council into Executive Session at 7:02 pm to discuss 8.1 & 8.2

Mayor reconvenes the Regular meeting at 8:18 pm

No Action Taken as a result of Executive Session

- 7.3. Discuss and consider action to recognize Retired Rockwall County commissioner Dennis Bailey's Career of Public Service (Council Member Paul Day)

Council Member Day thinks that we should honor Mr. Bailey for his 16 years of service.

The mayor opened up the floor so that anyone could speak about Dennis Bailey as Per Council Member Day's request

Mr. Russo spoke on his experience in working with Mr. Bailey as did Mark Kipphut. The council agreed on a proclamation and a street sign to be presented.

Motion to authorize street sign and proclamation

Made by: Council Member Paul Day

Seconded by: Council Member Easter

Motion passed unanimously

- 7.4 Discuss and consider establishing a date for a special meeting to review and make changes, if deemed necessary, to the proposed Home Rule Charter. (Council Member Paul Day)

Motion to Discuss and consider establishing a date for a special meeting to review and make changes, if deemed necessary, to the proposed Home Rule Charter

Made by: Council Member Easter

Seconded by: Mayor Pro Tem Tucker

Mr. Russo spoke on the commissioners and how well the selected member Worked together to find the best solutions that worked for the city. They met your expectations and we hope you respect their hard work. They also felt honored to have worked on the Charter.

Council Member Day explained what his questions and concerns are about the schedule of presenting the Charter to the citizens to receive public comments.

Mr. Brewer explains the process and timelines needed to get the Charter on the Ballot. He also asked Mr Halla to explain the duties of the council when it comes To the Home Rule Charter. There was a legal discussion on the legalities of the ballot Language. Council Member Day spoke on having additional meetings to Make sure the public has had ample time to voice their views. There was a discussion about scheduling a special meeting for the city council to gather and Deliver any public comments to the Home Rule Charter.

Motion passes 3-2

(Ayes – Council Members Easter and Brewer, Mayor Bryan McNeal)

(Nayes- Council Members Day and Mayor Pro Tem Tucker)

8. 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, including but not limited to

§551.071(2) - Consultation with Attorney; §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.

8.1. The City Council shall convene into closed executive session pursuant to Section §551.074 (a)(1) of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Interim City

Administrator (Mayor Pro Tem Dan Tucker)

8.2. The City Council shall convene into closed executive session pursuant to Section §551.074 (a)(1) of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Attorney (Council Member Day)

9. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

The Mayor, City Council and City Administrator 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.

Jerry Brewer gave an update on discussions at the Emergency Service Meeting on grants for dams, EMS is also wanting all city plans so that they can come up with their own plans.

Mayor Pro Tem Tucker gave an update on the outer loop from information gathered at the commissioners court. He encouraged people who were interested to attend the next session or watch online.

Mayor speaks on Edwards road and lets people know that there will be a meeting on Thursday Jan 16, 2025 to come up with a plan.

Meeting is adjourned at 9:21 PM

10. 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., Jan 10, 2024 on the outside bulletin board at City Hall, located at 1371 West FM 550, McLendon-Chisholm, Texas 75032, a place convenient and readily accessible to the public at all times.



**Minutes
City Council Meeting
Tuesday, January 28, 2025
1371 WEST FM 550, McLENDON-CHISHOLM, TEXAS 75032 6:30 PM**

In Attendance:

**Mayor Bryan McNeal
Mayor Pro Tem Daniel Tucker
Council Member Paul Day
Council Member Jerry Brewer
Council Member Floyd McLendon
Council Member Michael Easter**

Staff Present:

**City Administrator Konrad Hildebrandt
Interim City Administrator Bev Stibbens
City Secretary, Angela Jennings
City Planner, Asa Woodberry
City Attorney, Michael Halla
Fire Marshall, Eddie Stough**

Security Officer:

Steven Saric

1. CALL TO ORDER

Mayor calls the meeting to order at 6:30 pm

2. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS

Mr. Halla leads the council in the Invocation
Council Member McLendon leads the room in US and Texas Pledges

3. AGENDA APPROVAL

Motion made to approve the agenda.

Made by: Council Member Day

Seconded by: Mayor Pro Tem Tucker

Motion passed Unanimously

4. PRESENTATION BY MAYOR AND CITY COUNCIL TO CITY ADMINISTRATOR

Mayor McNeal and council spoke to Konrad individually and expressed their thanks and appreciation for his time here in the city. He was presented with a street sign and congratulations on his retirement!

5. MAYORS UPDATE ON EDWARDS ROAD

Mayor McNeal gave a quick update on Edwards rd. Patch work on Edwards has been done and the county has agreed to maintain the road for the next five months. Road should be open again no later than Friday.

6. MAYORS UPDATE ON MEETING WITH BROOKSHIRES

Updated the public and council on negotiating with Brookshires. The city has until February 7 to get back with them on some other options in the negotiations.

7. STATEMENT FROM MAYOR ON INTERIM CITY ADMINISTRATOR

Introduction of Bev Stibbens as the Interim City Administrator. Mayor and Council Welcome her to the position!

8. RULES OF DECORUM

9. CITIZEN COMMENTS

Brandon Tate, 400 Tate Farms Drive Rockwall, TX 75032

Proud community member. Live on and operate Tate Farm. To secure long term future they marketed the 140-acre track. After speaking with many developers about their vision and goals, they believe that Sonoma Verde proposed development offers a vision and approach that will benefit the community better than alternatives. SONOMA VERDE prioritizes quality and community fit over speed and uniformity. They have shown a commitment to uphold their standards. Firmly believes rejecting or delaying the agreement opens the door for less responsible development. Supports Agenda 11.1 & 11.2

Nathan Tate, 928 Williams Street Rockwall, TX 75032

Co-Owner of Tate Farms. Approached by multiple developers. SONOMA VERDE has a proven track record and with SONOMA VERDE we can avoid higher density and lower quality homes, like D.R Horton. SONOMA VERDE will bring community to the current rural atmosphere that everyone grew up with and is dedicated to preserving. Supports Agenda 11.1 & 11.2

Evan Tate, 200 Tate Farms Drive Rockwall, TX 75032

It is not an easy decision for them but believe that for community to move forward SONOMA VERDE needs to be developed. Supports Agenda 11.1 & 11.2

Todd Busch, 1372 Arezzo Lane Rockwall, TX 75032

Transplant that moved here so that he would not be right next door or 5 ft away from someone. Lives in SONOMA VERDE on a larger lot, states it looks like next two developments will have smaller lot sizes and he is opposed to that. Current concerns are regarding the impact on current Sonoma Verde residents stating tapping into lift pump stations will hurt current homeowners. Willing for a happy medium but doesn't want new development to be tied to Sonoma Verde, it would elongate their HOA. Wants to see the streets in SONOMA VERDE taken care of before we approve an agreement going forward developing more. Opposed Agenda 11.1 & 11.2

Douglas Mousel, 5850 Granite Pkwy #100 Plano, TX 75024

President of Land Plan Development. Worked with Taylor Duncan when he was a city manager for the city of Lone Oak on the community of Wildridge. Here to speak regarding Taylor Duncans character. States that Taylor Duncan provided quality projects and amenities, made improvements to the utility roadway and provided additional revenue from permit inspections, impact fees and the expansion of the city tax base. Taylor Duncan is honest and does what he says he is going to do. Encourages us to look at this as an opportunity. Supports Agenda 11.1 & 11.2

David Black, 1419 Siena Ln McLendon-Chisholm, TX 75032

Concerned about doubling the population and the effects on the citizens. I appreciate the concrete roads but is worried about access to FM550 and FM549. Edwards needs access to FM550 and FM549 and consideration on how League Road will get to 205. This is a mess of access and wants to see a plan and a plan on how the city will save money to build roads. Worried it will impact civilians, states the lot sizes do not meet the standard and the lot size is smaller than SONOMA VERDE. This will be interfering with quality of life due to traffic. I wanted to know if the Fire Chief had reviewed the Developer Agreement and the red lines. There is a statement on page 148 stating that the city staff is supervised by the engineer and wanted to know if should state city engineer or is it the developers engineer. Pit should not be connected to the existing SONOMA VERDE pit nor the HOA. Opposed Agenda 11.1 & 11.2

Rene Warren, 1706 Puglia Ct Rockwall, TX 75032

Strongly opposed to the proposed additions. Important reasons are 1st there is no water. Developers cut deals with Blackland due to RCH not getting water and hooking up to N Texas water is years away. This caused a lawsuit from RCH and prevented Blackland from providing water for Phase 3 and 5. As an RCH member she now must pay attorney fees. The water issue has impacted SONOMA VERDE pool amenities. 10 pools were put in last year and while the developer controls the HOA board, they are not putting a halt to the HOA approving these new pools despite the ongoing water issue. 2nd reason is drainage. As a resident of SONOMA VERDE she has drainage issues and states approximately 75% of the residents have some degree of drainage issues. Not enough storm drains and water pools for weeks. 3rd reason is additional traffic. Regarding Edwards Road, the original agreement was that the developer was supposed to maintain road but now they need to tear up the road and rebuild it at the developer's expense before anymore construction happens. Lastly the lot sizes are too small and advises the council to consider the residents and vote no. Opposed Agenda 11.1 & 11.2.

John Powers, 1847 Navara way Rockwall, TX 75032

Proposed East development is 149 acres with maximum 455 homes, which is 3.05 homes per acre. SONOMA VERDE N has 355 acres with a maximum of 775 homes, which is 2.46 homes per acre. Currently, SONOMA VERDE is 2.2 per acre and Taylor Duncan states the addition of SONOMA VERDE East and North will increase overall density to 2.3 homes per acre. The proposed developments, however, show North with a density of 2.46 and East 3.05. SONOMA VERDE exists contrary to the comprehensive plan that the city has. SONOMA VERDE is obviously an exception and if the city approves these proposed developments as they are, then they are going further from the city standard and set a precedent for even smaller lots. The total number of homes proposed is 1230 and with an average house size of 2.5 would cause a population growth of approximately 25003000 residents, which is a 50% increase in present population. This does not consider the growth other approved developments will bring. Lot sizes should be more consistent with what has already been approved with the current SONOMA VERDE. Opposed Agenda 11.1 & 11.2

Joseph Bohanon , 1719 Cima Ln Rockwall, TX 75032

Lived in SONOMA VERDE for 5 years. States that Edwards Rd is supposed to be maintained by the city but Taylor Duncan went and repaired it at their own expense without any extra support and did it for the SONOMA VERDE residents. The North having a 55+ community will only increase the population by about 1.5 per home and the impact fees and revenue streams for years to come should be considered. The lifestyle currently is comfortable, but change is inevitable whether it is liked or not. Believe Taylor Duncan is the best benefit for that change. We know that they have good quality homes and that is what he wants to stay with. Supports Agenda 11.1 & 11.2

Kristi Adair, 2239 S. Munson Rd Royse City, TX 75189

Community Manager for SONOMA VERDE, Liaison between residents and developer. Stated developer has always addressed issues and made repairs to fix previous developers' mistakes at their own expense reflecting corporate integrity. Benefits of this expansion are high quality home sites to a well-established community and enhance amenities. This will also increase the revenue for the city. Another benefit would be long-term improvements to Edwards and League Road, long-term improvement to the area utilities and master infrastructure; support building the future elementary school and Brookshire's. This will strengthen the city's tax base and make it stronger. Overall, this will strengthen the SONOMA VERDE lifestyle. Supports Agenda 11.1 & 11.2

Larry Delzell, 2401 Wing Point Ln Plano, TX 75093

Sr Vice Land Acquisition for Perry Home and builder in SONOMA VERDE. States lot size has nothing to do with the quality of the house, in fact smaller lot sizes can mean higher quality houses. The developer knows that they are doing and the kind of people that we should want to work with. Encourages us to consider saying yes. Supports Agenda 11.1 & 11.2

Larry Taylor, 400 Las Lomas Dr. Heath, TX 75032

Co-Founded Duncan Taylor Investments. Feel blessed to have had the opportunity to work in our community and would like to continue to do so. They have met with everyone they could and have always been forthright. They are people of their word and kindly ask that we listen and support their request. Supports Agenda 11.1 & 11.2

Adrienne Balkam, 1518 Firenza Ct Rockwall, TX 75032

Resident of SONOMA VERDE. TDI has been honest and always upfront about any issues, bringing solutions. Supports their ideas and believe there is room to negotiate. Lives on a small lot and believes that it is perfect for people who want to downsize. There is a market for that. Edwards Rd needs to be concrete due to the amount of traffic. The developer has brought quality and value. Believes that they are a great fit for our city. Supports Agenda 11.1 & 11.2

Gary Nickel, 612 Kentwood Rockwall, TX 75032

Concerned about density of proposed development. He has no issue with quality just the quantity. Lots are too small, and the traffic is significant enough to reject the proposal. I am worried about the maintenance of roads and construction of the roads. Also concerned about Schools, water, fire and police protection. Surveys and Comprehensive Plan has shown that the residents don't want smaller lots and want to keep the rural area and feel. Urges us to reconsider what we are planning to do since it will effect the future of the residents and potential problems. Opposed Agenda 11.1 & 11.2

Tony Crawford, 104 Lavender Pl McLendon-Chisholm, TX 75032

Regarding the proposal, 2 issues come to mind. 1st the proposal gives the appearance of it being the desires of the people. The Comprehensive Plan that the city has put forth states that the goal of the city is to promote the rural atmosphere and not urbanization, furthermore it also states that lot sizes would remain larger. Concerned that we are focusing too much on profit and not the most important part of the city, its citizens. He believes that other developments have the smaller lots already in development, so we do not need this. Density is too much, and the city will need appropriate law enforcement before more growth. Opposed Agenda 11.1 & 11.2

Rich Tinker on behalf of Donald Goodwin

Amarone Ln McLendon-Chisholm, TX 75032 (speaker at 1701)

Concerned resident. Based on personal experience he reached out to the developer on multiple occasions since they request questions be submitted in advance but never received a response. States that developer does not present a public conversation or genuine engagement but rather a public relation performance. Promises were made with no meaningful dialogue. Not the kind of approach developers should have with McLendon-Chisholm. There also has been troubling treatment of other residents, ie another resident was threatened with legal action regarding a fence stain. He also experiences smaller threats from the developer after providing clear communication and timely actions. They do not work with the residents to find solutions but rely on intimidation and pressure. Developer track record is not good, for example they ruined Edwards Rd. during the construction, a dam failed, delayed repair of storm damage causing problems, flooding and mismanagement of pools. Not isolated incidents and reflect a poor pattern of neglect, poor planning and broken promises. This consistent history of failure is not what the city needs. The city needs to ensure the community is built strong and with people of honor. Opposed Agenda 11.1 & 11.2

Arik Towry, 1252 Livorno Dr. Rockwall, TX 75032

The reason people move to the city is because it is low density. This sets us apart from the other cities. Density will get rid of the small-town feel. The purpose of McLendon-Chisholm is to give people room

to breathe. Believing that there is a way to work with the developer, states Perry Homes are great quality. Opposed Agenda 11.1 & 11.2

Bob Fadick, 1156 Livorno Drive McLendon-Chisholm, TX 75189

Choose this city and SONOMA VERDE due to size of lots. Don't think the new development should be changed to meet the needs of the developer, not people. Edwards road is terrible, the drainage is horrible. The developer needs to look at the standard and keep the standard as it is. Opposed Agenda 11.1 & 11.2

Grant Ashmore, 256 Quail Creek Rd McLendon-Chisholm, TX 75032

Concerned about doubling the city. Concerned about infrastructure like roads, water and fire. Keep seeing signs about a school but that won't happen until Rockwall ISD says so, the developer has no say. Pointed out that some comments made were by non-residents that did not even stick around after they spoke. The community doesn't want small lots, the comprehensive plan was put in by the citizens and needs to be upheld. Opposed Agenda 11.1 & 11.2

Jody Wright, 1513 Barrolo Drive Rockwall, TX 75189

Thanks, the council for listening. The city and residents came together for comprehensive plan and put a lot of heart, time, blood, sweat and tears into it. They want it to remain rural. While development is coming, if a developer is already ignoring and disrespecting the comprehensive plan and citizens before they are here, then what will that level of respect be after they are here. High density is not what the citizens elected the council to represent us for. Opposed Agenda 11.1 & 11.2

10. CONSENT AGENDA

10.1. Consider approval of a Resolution to change authorized signatories to the City's Financial Accounts.

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.

Motion to approve the consent agenda

Made by: Council Member Day

Seconded by: Council Member Brewer

Motion passed: Unanimously

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**
- 11.2. Presentation, Discuss and consider approval of Development Agreement between TDI GP, LLC and the City of McLendon-Chisholm for Sonoma Verde North, "Sloan" Tract**

Mayor McNeal introduced Steven Davis to make the presentation for Sonoma Verde North and East. He also introduced Del Webb Representative, Mike to speak On the 55+ Del Webb community.

After his presentation, Mr. Davis answered several questions from the council, including questions about the proposed impact fees, the changes that were made on the development agreements, safety, roads, tap fees, sewer upgrades, trails and other concerns. He also spoke about the concerns of lot sizes, and density. After several minutes of listening to concerns from the council and from the public through the council members, they decided to table until they can get clarity on a few more items.

Motion made to table and move to Feb 11, 2025, meeting.

Made by: Council Member Day

Seconded by: Council Member Easter

Motion Passed 4-1

(Ayes – Council Members Day, Easter Brewer and Mayor Pro Tem Tucker)

(Nayes- Council Member McLendon)

Mayor calls for a 5 minute recess.

- 11.3. Discuss and consider the Agenda Resolution 2024-05 regarding Agenda Preparation.**

Mayor introduced the agenda item and spoke on the things in the Resolution that he did not Agree with. Council Member Easter ask for clarification on the issue. Council Member Brewer wants to make sure that he is able to put something on the agenda and be assured that it will be heard. Council Member Day explains his thoughts when drawing up the Resolution assuring the council that he was not attempting to take away their right to speak on any subject they wished to speak on. Mayor Pro Tem Tucker has no issue with amending either way for the 4 hours. Council Member McLendon points out that the original can just be used if we just redact the second sponsor. After several comments to clarify the items in question, the mayor calls for a vote.

**Motion made to approve the current agenda resolution Exhibit A redacting in section 1,
The sentence requiring council members to have a second sponsor on submitted agenda items.**

Made by: Council Member McLendon

Seconded by: Council Member Day

Motion passed Unanimously

- 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.**

Because of the lateness of the hour, Council Tables 11.4 and it moves to Feb 11.

11.5. Presentation and Discussion of Home Rule Charter.

Mr. Brewer introduces John Powers to do the presentation of the Final Version of the Home Rule Charter on behalf of the Home Rule Charter Commission. He goes through the power point presentation pointing out the changes made from the last meeting.

Mr. Brewer tells the members of the commission that are present that he appreciates them being there. Mr. Day had a question about alternates and how they are appointed. After all the questions were answered, Mayor Pro Tem Tucker voiced his appreciation To the commissioners for their commitment to the process. John Powers then read A notice to the council asking that they approve the ordinance calling for the Special Election to be held May 3, 2025.

- 11.6. Consider approval of an Ordinance of the City of McLendon-Chisholm, 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.**

Motion to approve

Made by: Council Member Brewer

Seconded by: Council Member Easter

Mr. Easter asked that the timeline be verified. Mr. Day asks if clerical corrections can be made Once Ordinance is approved. Mr. Halla assures that typographical corrections can be Made as long as it does not change the substance. Mayor Pro Tem Tucker states that he Believes that the commissioners have done their job and that he trust the work.

Motion Passed Unanimously

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

Council did not meet in executive session

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.

Mr. Brewer went to a TDEM Meeting to brush up on his training.

There were no other announcements.

15. ADJOURN

Mayor Adjourns meeting at 10:41 pm



AGENDA-Minutes
SPECIAL CITY COUNCIL AND HOME RULE CHARTER COMMISSION
JOINT MEETING
Thursday, January 23rd, 2025
1371 West FM 550-McLendon-Chisholm, Texas 75032 6:30 PM

Commissioners Present:

Mark Russo (Chair)
Melody Osorio
Anthony Crawford
Jen Heldreth
Roberta Dolan
John Powers
Dennis London (Vice-Chair)
Lesley Schwalje
Karan McDonald
Jody Wright
Rich Dean
Bev Stibbens
Troy Reich

Absent:

James Adcox
Darius Bow

Council Members Present:

Mayor Bryan McNeal
Mayor Pro Tem Dan Tucker
Council Member Paul Day
Council Member Mike Easter
Council Member Jerry Brewer

Absent:

Council Member Floyd McLendon

Staff Present

Konrad Hildebrant-City Administrator

Jeff White-Director of Finance

Michael Halla-City Attorney

1. CALL TO ORDER-FOR CITY COUNCIL.

Mayor McNeal called the meeting to order at 6:30 pm.

2. CALL TO ORDER-FOR HOME RULE CHARTER COMMISSION.

Chair Russo called the meeting to order at 6:30 pm.

3. PRAYERS AND PLEDGES

Chair Russo led the prayer. Councilman Brewer led the pledges.

4. APPROVAL OF MINUTES-HOME RULE CHARTER COMMISSION.

4.1 COMMISSION MEETING MINUTES 11/20/2024.

Vice-Chair London noted an error in the spelling of the name “Shari.” Motion to approve with change by Comm. Heldreth and second by Comm. Schwalje. Motion passes unanimously.

4.2 COMMISSION MEETING MINUTES 11/26/2024.

Comm. Heldreth noted an error that Comm. McDonald was left off the minutes as being absent. Chair Russo called for the vote on the amended minutes, and it was approved unanimously.

5. PRESENTATION ON THE LATEST DRAFT OF THE HOME RULE CHARTER BY HOME RULE CHARTER COMMISSION.

Chair Russo gave a presentation on the highlights of the Charter.

6. OPEN PUBLIC HEARING WITH DISCUSSION WITH PUBLIC ON PROPOSED HOME RULE CHARTER-CITY COUNCIL OPEN PUBLIC HEARING.

Mayor McNeal opened the public hearing at 6:59 pm.

**7. OPEN PUBLIC HEARING WITH DISCUSSION WITH PUBLIC ON
PROPOSED HOME RULE CHARTER-HOME RULE CHARTER
COMMISSION.**

Chair Russo opened the public hearing at 6:59 pm.

Members of the public spoke:

Mark Kipphut: Called attention to 3.03 Terms of Office and Elections. Mr. Kipphut wanted a change in the election sequence to where there would be two council members elected each year. The cost savings to not do this is about \$20,000 but is less than 1% of the City's budget. Also, the proposed change would avoid swings in the election and gives an annual performance review of the council.

Dave Black: Mr. Black noted the powers of the City listed in 2.02 were not specified to who would be exercising those. Regarding 3.03, Mr. Black likes the idea of spreading the elections out and noted that as it is currently written would result in the Mayor Pro-Tem possibly having a two-year term instead of one year. Regarding the initiatives section (12.01), Mr. Black thought any initiative should just go to a public vote and not have the option of a City Council to ratify as currently written. He noted that only 30% could potentially get an initiative passed without having the voter's input. In other places there is no voting by the Council, it goes straight to the voters. Regarding the referendum section, Mr. Black had the same concern with the influence of just 30% of the voters that could get a recall of an ordinance without it going to a city-wide vote.

Jerry Packard: Mr. Packard had concerns with the City Secretary reporting to City Council instead of the City Manager. There could be a problem if the City Manager needed something done and the City Secretary reports to someone else.

James Parnell: Mr. Parnell referenced 3.01 (g) and suggested adding an "ad hoc inspector general" to investigate fraud or corruption. In reference to 3.03, Mr. Parnell does not like the city council being

elected at-large because one area of the City could be over represented. He believes it would be fairer city council representation by having districts. In reference to 3.06, he did not know what crimes of moral turpitude were and was not sure it needed to be in there. He also stated there should also be the phrase “final felony conviction”. In 3.07, there should be 4 instead of 5 council members to call for a special meeting. In Chapter 9, Mr. Parnell thought there was a possibility that the same person could serve on multiple boards since there was no prohibition. In the Elections section (Chapter 11), Mr. Parnell wanted to move City Elections to November instead of May. He thought there would be cost savings. In regard to Chapter 12, the petitioning process should be extended to 60 days instead of 30 days.

Don Goodwin: Thanked the Commission. Complimented the way public input was welcomed. He praised the discussion among commissioners at meetings. Although not perfect, he thought the document was very well done.

8. CLOSE PUBLIC HEARING-CITY COUNCIL

Mayor McNeal closed the public hearing at 7:26 pm.

9. CLOSE PUBLIC HEARING -HOME RULE CHARTER COMMISSION

Chair Russo closed the public hearing at 7:26 pm.

Mayor McNeal called for a 5-minute recess at 7:26 pm.

Mayor McNeal resumed the meeting at 7:33 pm.

**10. CITY COUNCIL AND HOME RULE CHARTER COMMISSION
COMMENTS/SUGGESTIONS WITH DISCUSSION ON PROPOSED HOME
RULE CHARTER.**

Councilman Easter: Thanked the Commission. Agreed with public comments regarding changes to the election cycle. Prefers not having a majority coming in on one election cycle but prefers

stability. Chair Russo explained how the election language came about and pointed out that with “resign to run” and recall provisions there is always a possibility of having many positions up for election. Councilman Easter thanked Councilman Brewer for his participation with the Charter.

Councilman Brewer: Commented that the public gave some good input worthy of consideration. Pointed out that the U.S. Constitution eventually had amendments, and he expected over time so would the charter. He thanked the Commission for their work. Chair Russo thanked Councilman Brewer for going above and beyond in helping the Commission.

Councilman Day: Thanked the Commission and Councilman Brewer. In reference to 3.03, he agreed with the comments made by Mr. Kipphut, Councilman Easter and others regarding spreading out of elections to avoid a majority. Supported a 3-3-1 system where the Mayor runs alone. In terms of districts, he wanted to know what the thinking was with the Commission to go with at-large voting for council seats as opposed to going with districts or a mix.

Commissioner Heldreth addressed it by saying that there was a concern about finding enough candidates to run in a particular district. There might be one but not an opponent.

Councilman Day asked to consider four council persons to call a special meeting instead of five. Also wanted to look at the November elections. Chair Russo explained the May election was due to the budget cycle to allow new office holders an influence on the budget. Commissioner Stibbens advised a concern was also that City elections in November would be at the bottom of list with state and national elections. Chair Russo agreed it could be problem as well.

Commissioner Wright commented that keeping the seats at-large would give a better opportunity for the best candidates to apply and the Charter can be amended later when finding candidates is not a problem. City Attorney Halla advised there will be amendments and

there is a procedure in place to address things that have not occurred yet.

Mr. Halla asked the Council to reconsider the number of council members needed to call a special meeting. He thought it should be less than five. In General Law cities it is three. He also pointed out as written it wouldn't be a TOMA violation.

Vice-Chair London commented on the election cycle thinking. There was a concern regarding voter fatigue. It wasn't about the cost, the Initiative, Referendum, and Recall (Chapter 12) provisions allows for additional elections.

Councilman Day asked about the City Secretary and who would be doing the evaluations. Councilman Brewer replied it would be the Council.

Councilman Day asked about the 2/3 majority requirement for Council to override the recommendation from Planning and Zoning. Chair Russo explained they were trying to get a more finite number than a simple majority considering the addition of a council member position and the Mayor's ability to now vote on all matters.

Councilman Day expressed a concern about the ability of a commission to become too powerful making it difficult to change things. Chair Russo pointed out that was why there were term limits for commission members.

Mayor Pro Tem Tucker: Thanked the Commission and Councilman Brewer. He wanted to see a leveling out of the elections with a 2-2-3 or a 3-3-1. He noted he was not convinced of going to districts at this time. The council members represent all the city with an at-large system. Mr. Halla advised he agreed with at-large because in his experience district representation leads to elected officials being

concerned with only their districts instead of the City as a whole. He was glad the Commission stayed with the at-large system.

City Administrator Konrad Hildebrandt: He wanted the Commission to reconsider the residency requirement and allow some flexibility. He advised it would be difficult to hire someone. He advised that the city manager is in town more often during the day than the residents who leave for work. The second item to reconsider was having a November election to allow new council members time to understand the budget and its process rather than having to figure it out immediately after the May elections. Chair Russo advised that the issue was brought up and discussed at length. The thought was to give the new council member the ability to provide immediate voice on the budget in May.

Mayor McNeal: Thanked the Commission and Councilman Brewer. Agrees with making a change on 3.03 regarding election cycles. Regarding at-large versus district representation he supports the at-large system because it allows everyone to “put their name in the hat”. The special meetings requirement of 5 council members approval does not bother him because there are special provisions to have a special meeting. He supports the 2/3 vote to override the Planning and Zoning Commission. Mayor McNeal noted every local election is in May and could be saturated in the November elections therefore he supports May elections. Chair Russo responded in regard to special meetings and cited an example of four council members in another city attempting to call a special meeting while other members were out of town to “gerrymander a vote”. Mayor McNeal advised that most city business should be conducted in scheduled meetings and special meetings should be limited. Chair Russo agreed and said are times like in an emergency when a special meeting is needed. The Commission was attempting to prevent the misuse of them.

Chair Russo asked for any input from the Commissioners to the Council. Commissioner Stibbens mentioned adding two alternates to the Planning and Zoning Commission. Chair Russo advised that would be addressed in the next agenda item.

11. DISCUSS AND CONSIDER ANY CHANGES TO THE PROPOSED HOME RULE CHARTER COMMISSION-HOME RULE CHARTER COMMISSION.

Chair Russo opened up the discussion.

Commissioner Wright noted a typographical error (“modify” used twice) on page 11 in Chapter 3 subsection “i”. Vice-Chair London proposed “i” be removed since “j” had similar wording. Commissioner London and Commissioner moved for a vote. Passed unanimously.

Commissioner Heldreth made a motion to re-discuss the election cycle. Commissioner Powers seconded the motion. Commissioner Heldreth suggested a 3-3-1 election cycle. Commissioner Powers suggested a 2-2-2 plus the Mayor. Commissioner Heldreth made a motion to go with Commissioner Powers suggestion of a 2-2-3. Commissioner Schwalje seconded. Commissioner Stibbens asked what the breakdown would be for each election cycle. Commissioner Heldreth suggested Places 1 and 4, 2 and 5, 3 and 6 plus the Mayor. Commissioner Stibbens pointed out this would change part of Chapter 14. After further discussion, it was unanimously passed to change to two council seats per election year plus the Mayor in one of the cycles.

Commissioner Wright motioned to add language to Chapter 9 to not allow a person to serve on multiple boards. Seconded by Commissioner Dolan. After lengthy discussion of options and consideration to the availability of people to serve on the boards, Chair Russo asked for a motion to add language and none was offered. No changes to the proposed Charter as a result.

Commissioner Stibbens motioned to add two alternate positions to the seven Planning and Zoning Commission seats in the Charter. Seconded by Commissioner Reich. Commissioners Dean and Schwalje was supportive of having alternates. After further discussion, a vote was called. Passes 12 to 1 (Russo voted against).

Commissioner Heldreth motioned to discuss the suggestion of an “ad-hoc inspector general” for municipal investigations (3.01 (g)). Commissioner Wright seconded the motion. Chair Russo discussed the alternatives available. Vice-Chair noted that part of the City Attorney’s duties would be making recommendations on referring a matter to an outside entity. Mr. Halla agreed. No motion was made to change the language of the Charter and the discussion ended with no action.

Commissioner Schwalje made a motion to revisit 14.19. Seconded by Commissioner Wright. After some discussion on the options, Chair Russo called for a 5-minute recess at 9:12 pm to allow time to for commissioners to think about an option or consider having another meeting.

Chair Russo reconvened the meeting. Chair Russo noted that the Commission may need to reconsider the changes of Chapter 3 paragraph “i”. Jeff White believed that “i” and “j” had different purposes. Vice-Chair London motioned to reinstate “i” to the Charter. Seconded by Commissioner Wright. Passed unanimously. Jeff White suggested adding the word “affected” to the sentence in “j”. Vice-Chair London motioned with a second by Commissioner Heldreth for the proposed change. Motion passed unanimously.

Discussion continued on the transitional language in 14.19. Councilman Brewer suggested the following wording: 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 run for a two-year term in 2026 and then a three-year term 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.

Commissioner Stibbens moved to accept the proposed language. Commissioner Heldreth seconded the motion. Vice-Chair London commented that we need to make sure the voters understand the reason for the transition and short election cycle for some seats. Vice-Chair London asked Mr. Halla if it could be put on the ballot somehow. Mr. Halla said it could not. Councilman Brewer explained that would be part of the education process to the voters. Motion passes on the wording of 14.19 unanimously.

No other discussion.

12. DISCUSSION OF NEXT STEPS BY HOME RULE CHARTER COMMISSION.

Chair Russo asked if anybody wanted an additional meeting. No one requested it. After some discussion on whether to have another meeting to review the changes being made, Councilman Brewer suggested that a subcommittee be made to go over the changes rather than the whole Commission. Chair Russo agreed and established a sub-committee of himself, Commissioner Powers and Commissioner Wright. Councilman Brewer would forward the changes made at this meeting to all of the Commission the next morning. The sub-committee would review it as well go over and correct any errors that the rest of Commission might find. The plan going forward was to have a presentation of the final document on January 28th, 2025 council meeting. Councilman Brewer advised there would be several town halls or open houses scheduled to educate the public in the future.

13. ADJOURNMENT-CITY COUNCIL

Mayor McNeal adjourned the City Council at 9:22 pm.

14. ADJOURNMENT-HOME RULE COMMISSION

Chair Russo adjourned the meeting at 9:42 pm upon motion by Commissioner Heldreth and second by Commissioner Dean. Approved by 11-2 vote.



Statement of Revenue & Expenses

General Fund

	Dec 24	Oct 24 - Dec 24	FY 2025 Adopted Budget	% of Budget		Dec 23	Oct 23 - Dec 23	FY 2024 Amended Budget	% of Budget
Revenue									
302 Franchise Income	\$5,607	\$24,347	\$301,000	8%		\$29,408	\$37,423	\$280,000	107%
303 Development Revenue	4,715	44,745	322,000	14%		6,710	74,330	300,000	83%
304 Permit and Inspection Revenue	92,807	313,117	985,700	32%		32,002	209,714	875,000	94%
305 Municipal Court Income	-	-	1,500	-		-	743	1,250	99%
306 Interest Income	15,488	51,563	216,000	24%		19,049	56,591	245,000	107%
307 Sign Permit Income	390	689	-	-		-	-	-	-
309 Food Enforcement	-	300	-	-		-	-	-	-
310 Sales Tax Revenue	50,018	162,148	525,000	31%		42,244	143,252	535,000	129%
313 Donations	-	15	100	15%		60	60	-	-
315 Trash / Recycling Revenue	56,681	164,719	680,000	24%		-	-	470,000	93%
317 Ad Valorem Tax	454,260	482,822	735,474	66%		465,261	527,931	800,000	100%
321 Code Enforcement	550	2,804	2,000	140%		-	-	-	-
32700 Other Revenue	-	-	-	-		-	-	627,650	-
32701 Copies Public Information Incom	-	-	300	-		75	226	-	-
32702 Credit Card Fee Revenue	3,874	7,877	25,000	32%		1,568	9,194	-	-
32703 Hotel Occupancy Tax	-	1,315	3,500	38%		-	1,074	-	-
32704 Miscellaneous Income	20	1,426	200	713%		-	-	-	-
Total 32700 Other Revenue	3,894	10,618	29,000	37%		1,643	10,494	627,650	109%
Total Revenue	684,410	1,257,886	3,797,774	33%		596,376	1,060,539	4,133,900	103%
Expenditures									
400 Operating Expenditures									
401 Municipal Court	-	-	800	-		-	-	-	-
402 Election Expense	-	900	8,500	11%		-	-	7,400	100%
410 Contracted Services	76,117	242,620	992,350	24%		27,286	104,243	941,310	91%
411 Vehicles Expenses	207	270	2,000	14%		47	73	1,250	100%
412 Supplies	100	770	14,000	5%		-	666	5,000	85%
418 Membership Fees	831	1,031	6,000	17%		-	485	4,500	93%
422 Public Notice Expense	213	213	3,000	7%		109	202	2,150	158%
423 Community Functions	110	3,079	9,000	34%		1,019	1,836	4,000	123%
426 Appraisal District Collection	-	3,119	12,000	26%		-	2,902	12,000	97%
429 Street Lights	230	685	3,000	23%		226	697	2,750	100%
Total 400 Operating Expenditures	77,808	252,687	1,050,650	24%		28,687	111,103	980,360	91%
500 Facility Expenses									
502 Electricity	233	797	3,500	23%		211	716	3,000	102%



Statement of Revenue & Expenses

General Fund

	Dec 24	Oct 24 - Dec 24	FY 2025 Adopted Budget	% of Budget		Dec 23	Oct 23 - Dec 23	FY 2024 Amended Budget	% of Budget
506 Water	1,156	3,575	8,000	45%		324	1,630	7,500	102%
514 Building Maint/Improvements	1,584	5,444	20,000	27%		1,477	15,176	38,000	93%
516 Lawn Maintenance	1,278	3,835	16,000	24%		1,278	4,285	14,500	135%
520 Telephone & Internet	561	1,689	10,000	17%		519	1,508	7,000	96%
Total 500 Facility Expenses	4,812	15,341	57,500	27%		3,810	23,315	70,000	103%
600 General & Administrative Exp									
604 Municipal Manuals, Books & Maps	-	-	500	-		-	-	-	
606 Employee Costs	47,876	144,687	725,886	20%		41,900	110,539	570,000	99%
618 Insurance	-	10,938	12,150	90%		-	12,003	12,000	100%
619 Software Subscriptions	1,237	18,195	47,000	39%		13,890	24,012	55,000	99%
622 Office Supplies - City Hall	907	3,209	9,000	36%		419	2,114	9,500	105%
623 Office Equipment	151	630	4,000	16%		4,101	4,252	3,000	344%
624 Office Equip Maintenance	1,913	2,263	5,500	41%		1,095	1,095	6,500	98%
625 Printed Materials	-	662	5,500	12%		-	-	1,950	82%
626 Postage	-	425	2,100	20%		14	297	1,500	95%
628 Bank Fees	2,376	5,745	28,000	21%		2,638	9,578	25,000	93%
630 Legal & Professional	21,398	88,822	392,000	23%		19,900	57,790	293,000	88%
646 Mileage Expense	-	-	100	-		-	-	-	
647 Council Meetings Expenses	525	1,307	3,000	44%		-	-	900	135%
648 Training	3,316	11,877	25,000	48%		-	257	11,000	123%
652 Staff Appreciation	-	1,105	6,500	17%		-	1,297	1,350	104%
655 Code Of Ordinances	-	-	500	-		-	-	-	
699 Expense Accounts	287	2,747	13,200	21%		-	200	6,600	98%
Total 600 General & Administrative Exp	79,986	292,613	1,279,936	23%		83,957	223,434	997,300	97%
700 Capital Expenditures	11,040	268,293	55,641	482%		5,505	5,505	171,000	91%
Total Expenditures	173,645	828,933	2,443,727	34%		121,958	363,357	2,218,660	94%
Net Operating Income	510,764	428,953	1,354,047	32%		474,417	697,182	1,915,240	113%
Other Revenue									
900 Transfers In	-	-	457,669	-		-	-	-	
901 Transfers Out	25,399	-447,833	-1,826,371	25%		-65,042	-412,170	-1,979,362	102%
Total Other Revenue	25,399	-447,833	-1,368,702	33%		-65,042	-412,170	-1,979,362	102%
Other Expenditures									
Total Other Expenditures	-	-	-			-	-	-	
Surplus(Deficit)	\$536,163	-\$18,880	-\$14,655	129%		\$409,376	\$285,012	-\$64,122	795%



Statement of Revenue & Expenses

Debt Service Fund

	Dec 24	Oct 24 - Dec 24	FY 2025 Adopted Budget	% of Budget		Dec 23	Oct 23 - Dec 23	FY 2024 Amended Budget	% of Budget
Revenue									
306 Interest Income	\$683	\$1,961	\$3,800	52%		\$1,043	\$2,740	\$7,875	118%
317 Ad Valorem Tax	68,692	73,024	111,220	66%		71,263	80,973	122,750	100%
Total Revenue	69,375	74,985	115,020	65%		72,306	83,714	130,625	102%
Expenditures									
600 General & Administrative Exp									
628 Bank Fees	-	5	-			-	-	1,850	100%
660 Bond Interest Expense	4,029	12,088	48,350	25%		4,212	12,636	50,500	99%
Total 600 General & Administrative Exp	4,029	12,093	48,350	25%		4,212	12,636	52,350	99%
700 Capital Expenditures	-	-	100,000	-		-	-	95,000	100%
Total Expenditures	4,029	12,093	148,350	8%		4,212	12,636	147,350	100%
Net Operating Income	65,346	62,893	-33,330	-189%		68,094	71,078	-16,725	85%
Other Revenue									
900 Transfers In	-	-	14,655	-		-	-	-	
Total Other Revenue	-	-	14,655	-		-	-	-	
Other Expenditures									
Total Other Expenditures	-	-	-			-	-	-	
Surplus(Deficit)	\$65,346	\$62,893	-\$18,675	-337%		\$68,094	\$71,078	-\$16,725	37%



Statement of Revenue & Expenses

Public Safety Fund

	Dec 24	Oct 24 - Dec 24	FY 2025 Adopted Budget	% of Budget	Dec 23	Oct 23 - Dec 23	FY 2024 Amended Budget	% of Budget
Revenue								
306 Interest Income	\$-	\$-	\$-		\$2,085	\$6,139	\$6,150	100%
313 Donations	-	-	1,000	-	-	500	1,000	100%
316 County Contract	157,534	157,534	157,534	100%	127,813	127,813	127,813	100%
319 Grants	-	16,496	-		-	-	-	
326 Fire Protection and EMS Service Fees	540	540	-		-	-	34,650	270%
32700 Other Revenue								
32704 Miscellaneous Income	-	15	-		-	-	-	
Total 32700 Other Revenue	-	15	-		-	-	-	
Total Revenue	158,074	174,585	158,534	110%	129,898	134,452	169,613	135%
Expenditures								
430 Operating Expenditures - Public Safety								
43002 Fuel	953	1,897	18,000	11%	1,271	4,261	13,500	127%
43003 Maintenance & Repair - Vehicles	2,651	11,627	40,000	29%	4,605	11,315	42,000	105%
43005 Gear and Supplies	5,386	29,848	46,500	64%	8,840	27,799	61,800	121%
43006 Compliance	-495	6,419	8,000	80%	-	3,920	6,000	273%
43007 Communications	-	-	25,000	-	-	-	22,000	85%
43008 Dispatch	-	10,000	10,000	100%	-	10,000	10,000	100%
43009 Training	34	2,469	12,000	21%	702	5,586	18,000	88%
43030 EMS	-	2,293	10,000	23%	-	2,269	8,250	84%
Total 430 Operating Expenditures - Public Safety	8,530	64,552	169,500	38%	15,417	65,150	181,550	112%
500 Facility Expenses								
502 Electricity	724	2,482	12,000	21%	784	2,483	10,200	103%
506 Water	154	711	6,000	12%	531	1,632	5,500	88%
514 Building Maint/Improvements	1,136	5,823	12,000	49%	327	2,977	12,000	100%
520 Telephone & Internet	551	1,654	10,000	17%	480	3,581	8,500	96%
Total 500 Facility Expenses	2,566	10,670	40,000	27%	2,122	10,673	36,200	98%
600 General & Administrative Exp								
606 Employee Costs	117,055	376,370	1,579,915	24%	111,284	374,565	1,415,000	100%
618 Insurance	-	37,215	27,860	134%	-	27,851	28,900	100%
619 Software Subscriptions	-	-	2,250	-	-	2,050	2,050	100%
623 Office Equipment	135	405	1,775	23%	135	351	1,650	97%
624 Office Equip Maintenance	-	189	950	20%	-	-	875	81%
626 Postage	-	-	250	-	-	-	250	45%
652 Staff Appreciation	690	828	2,750	30%	882	882	2,500	85%



Statement of Revenue & Expenses

Public Safety Fund

	Dec 24	Oct 24 - Dec 24	FY 2025 Adopted Budget	% of Budget		Dec 23	Oct 23 - Dec 23	FY 2024 Amended Budget	% of Budget
Total 600 General & Administrative Exp	117,880	415,007	1,615,750	26%		112,301	405,699	1,451,225	100%
700 Capital Expenditures	3,700	132,189	145,000	91%		65,100	65,100	675,000	103%
Total Expenditures	132,675	622,418	1,970,250	32%		194,940	546,622	2,343,975	102%
Net Operating Income	25,399	-447,833	-1,811,716	25%		-65,042	-412,170	-2,174,362	99%
Other Revenue									
81003 Gain on Sale of Asset	-	-	-			-	-	195,000	72%
900 Transfers In	-25,399	447,833	1,811,716	25%		65,042	412,170	1,979,362	102%
Total Other Revenue	-25,399	447,833	1,811,716	25%		65,042	412,170	2,174,362	99%
Other Expenditures									
Total Other Expenditures	-	-	-			-	-	-	
Surplus(Deficit)	\$-	\$-	\$-			\$-	\$-	\$-	



Statement of Revenue & Expenses

ARPA Fund

	Dec 24	Oct 24 - Dec 24	FY 2025 Adopted Budget	% of Budget	Dec 23	Oct 23 - Dec 23	FY 2024 Amended Budget	% of Budget
							ARPA Fund	
Revenue								
306 Interest Income	\$3,133	\$9,548	\$10,000	95%	\$4,276	\$12,647	\$12,000	400%
319 Grants	1,613	18,524	817,669	2%	-2,186	6,224	19,250	560%
Total Revenue	4,746	28,072	827,669	3%	2,090	18,871	31,250	499%
Expenditures								
400 Operating Expenditures								
410 Contracted Services	-	2,500	50,000	5%	-	-	12,500	271%
Total 400 Operating Expenditures	-	2,500	50,000	5%	-	-	12,500	271%
600 General & Administrative Exp								
630 Legal & Professional	4,746	21,352	-		-	11,751	-	
Total 600 General & Administrative Exp	4,746	21,352	-		-	11,751	-	
700 Capital Expenditures	-	4,220	-		2,090	7,120	-	
Total Expenditures	4,746	28,072	50,000	56%	2,090	18,871	12,500	1248%
Net Operating Income	-	-	777,669	-	-	-	18,750	-
Other Revenue								
901 Transfers Out	-	-	-777,669	-	-	-	-	-
Total Other Revenue	-	-	-777,669	-	-	-	-	-
Other Expenditures								
Total Other Expenditures	-	-	-		-	-	-	
Surplus(Deficit)	\$-	\$-	\$-		\$-	\$-	\$18,750	-



Statement of Revenue & Expenses

Utilities Fund

	Dec 24	Oct 24 - Dec 24	FY 2025 Adopted Budget	% of Budget	Dec 23	Oct 23 - Dec 23	FY 2024 Amended Budget	% of Budget
							Utilities Fund	
Revenue								
306 Interest Income	\$7,986	\$23,626	\$47,000	50%	\$4,574	\$13,209	\$34,100	201%
322 Sewer Utility Revenue	67,357	186,295	996,000	19%	60,729	226,031	888,500	90%
Total Revenue	75,343	209,921	1,043,000	20%	65,303	239,240	922,600	94%
Expenditures								
413 Sewer Operation & Maintenance								
41304 O&M Agreement	13,698	36,336	90,000	40%	4,763	14,243	86,000	103%
41305 Nonstandard O&M Expense	11,310	24,530	148,750	16%	942	14,158	87,500	105%
41308 Electricity	8	25	120	21%	8	24	100	98%
41310 Sewer Treatment	37,500	162,084	550,000	29%	43,823	128,757	445,000	97%
Total 413 Sewer Operation & Maintenance	62,517	222,975	788,870	28%	49,536	157,183	618,600	99%
500 Facility Expenses								
520 Telephone & Internet	473	1,421	5,200	27%	400	1,201	-	
Total 500 Facility Expenses	473	1,421	5,200	27%	400	1,201	-	
600 General & Administrative Exp								
628 Bank Fees	12	29	100	29%	5	15	45	149%
630 Legal & Professional	1,430	4,290	18,000	24%	1,395	4,185	17,160	98%
Total 600 General & Administrative Exp	1,442	4,319	18,100	24%	1,400	4,200	17,205	99%
Total Expenditures	64,433	228,715	812,170	28%	51,336	162,584	635,805	100%
Net Operating Income	10,911	-18,793	230,830	-8%	13,967	76,656	286,795	82%
Other Revenue								
81001 Sewer Tap Fees	6,000	60,000	348,000	17%	-	9,000	225,000	95%
81002 Sewer Tap Fee Rebates	-3,600	-36,000	-195,000	18%	-	-5,400	-135,000	95%
901 Transfers Out	-	-	-200,000	-	-	-	-	
Total Other Revenue	2,400	24,000	-47,000	-51%	-	3,600	90,000	95%
Surplus(Deficit)	\$13,311	\$5,207	\$183,830	3%	\$13,967	\$80,256	\$376,795	41%

Mark Woodruff

Year: 2024

	DEC												TOTAL
Builder Const-Time Violation	5												5
Total Violations	104												104
Total Inspections	105												105
Total Reinspections	111												111
Extensions Granted	1												1
Voluntary Compliance	103												103
Notification Letters (NOVs)	5												5
Door-tags (DTs)	99												99
Total Complaints	4												4
Valid Complaints	0	0	0	0	0	0	0	0	0	0	0	0	0
Invalid Complaints	4												4
City Abatelements (CWOs)	1												1
Substandard Structures	1												1
Citations Issued	0												0
Municipal Court Cases	0												0
Transferred to Other Dept.	2												2

Mark Woodruff - Citations

Month	Citation #	Property Address	Citation Issued To	Reset Court Date	Reset to Trial	Full Fine	Reduced Fine	Fine Amount	FTA
	00100								
	00101								
	00102								
	00103								
	00104								
	00105								
	00106								
	00107								
	00108								
	00109								
	00110								

Mark Woodruff - Problem Properties/ MISC.

Property Address	Property Owner	Occupant	Vacant? Yes or No	Case Type	Date
1502 Vista Court	Christa Braden	N/A (vacant lot)	N/A	High Grass	12.02.24
City Hall	City Hall	Front Porch Area	N/A	Building Maint	12.02.24
City of Desoto (Field Trip)	Asphalt Zipper Demonstration	N/A	N/A	FIELD TRIP	12.05.24
Edwards Road	McLendon-Chisholm	N/A	N/A	Illegal Dumping	12.06.24
1566 Vista Ct (HOA Complaint)	Chad Kirk	N/A New Construction Build	N/A	Permit Issue	12.10.24
City Wide	City Wide (BANDIT SIGNS)	N/A	N/A	Bandit Signs	12.10.24
City Wide	City Wide (Street Signs Down)	N/A	N/A	Street Sign Repa	12.11.24
Patrol City Wide					
"" "" "" ""					
"" "" "" ""					
"" "" "" ""					
"" "" "" ""					
"" "" "" ""					
"" "" "" ""					
Off Work 12-20 to 1-03-25 PTO					

Comments
High Grass; repeat violation; Forced Mow. Sent invlce to property owner with double admin fees.
Replaced (4) bulbs in the high mounted canister lights in the covered entrance area at City Hall.
Representative (Scott Freitas) will conduct demo and answer questions. Unit makes road repair easy!
Removed illegally dumped items and disposed of them. Complaint Resolved.
No HOA CC&R Approval; Permit submitted to MC and awaiting septic plans. Will continue to monitor.
Removed ALL bandit signs from utility poles and those placed in the ROW in violation of the ordinance.
Remounted all street signs that were down and secured the mounting hardware. Project completed.
Engaging with citizens; asking code related questions/concerns.

Mark Woodruff

Year: 2023

	JAN												TOTAL
Builder Const-Time Violation	7												7
Total Violations	109												109
Total Inspections	111												111
Total Reinspections	117												117
Extensions Granted	0												0
Voluntary Compliance	109												109
Notification Letters (NOVs)	19												19
Door-tags (DTs)	90												90
Total Complaints	8												8
Valid Complaints	3	0	0	0	0	0	0	0	0	0	0	0	3
Invalid Complaints	5												5
City Abatelements (CWOs)	0												0
Substandard Structures	1												1
Citations Issued	0												0
Municipal Court Cases	0												0
Transferred to Other Dept.	4												4

Mark Woodruff - Citations

Month	Citation #	Property Address	Citation Issued To	Reset Court Date	Reset to Trial	Full Fine	Reduced Fine	Fine Amount	FTA
	00100								
	00101								
	00102								
	00103								
	00104								
	00105								
	00106								
	00107								
	00108								
	00109								
	00110								

Mark Woodruff - Problem Properties/ MISC.

Property Address	Property Owner	Occupant	Vacant? Yes or No	Case Type	Date of Last Action
1502 Vista Ct. (Lot1)	Christa Braden & Freddie Brown	N/A (vacant lot)	N/A	High Grass	1.02.25
1301 S. State Highway 205	George Leach	Same	NO	Acc. Building	1.03.25
MC Streets/Street Sign	TXDOT Stop Sign - Pole Down	N/A (back mounted at noon)	N/A	Street Sign	1.06.25
1735 Grenache Dr	Highland Homes Dallas	N/A (vacant lot)	N/A	Illegal Dumping	1.06.25
1806 Costa Verde Way	Castlerock Communities LP	N/A	N/A	Trash & Debris	1.06.25
MC Streets/Street Sign	MC Streets/Sign Down	Sign @ Pienzeze & Voltera	N/A	Street Sign	1.07.25
1118 Saffron Ct.	Ahmad Dardari	N/A (new construction build)	N/A	Permit Process	1.08.25
Frediano Lane (1900 Block)	Street Repair (Road Injection)	N/A (Developer did the work)	N/A	Road Repair	1.13.25
Sonoma Verde - Phase 5	9 Vacant Lots (Loose Trash)	N/A	N/A	Trash & Debris	1.14.25
MC Streets/Patching Potholes	Citywide	N/A	N/A	Road Repair	1.16.25
MC Streets/ Street Sign Repair	MC Streets/Sign Needs Repair	N/A	N/A	Sign Repair	1.16.25
Patrolled City Wide Area	"" "" "" ""	"" "" "" ""	N/A	-	1.21.25
MC Citywide (Bandit Signs)	MC Citywide (Bandit Signs)	"" "" "" ""	N/A	Sign Removal	1.22.25
MC Streets/ Smith & Connie	MC Streets	N/A	N/A	Road Inspection	1.29.25
MC Street Flooding	Checked Hot Spot Areas	Klutts Rd - Flooded Over	N/A	Emergency	1.30.25

Comments
Filed Lien for Forced Mowing - Rockwall County Clerk; multiple liens have been filed on this property.
Sending final warning letter to property owner - accessory building must be removed by 1-27-25.
Stop sign at SH 205/Pullen struck by vehicle and down/ Called TXDOT for priority 1 complaint. (safety issue)
Illegal Dumping on vacant lot. Sent complaint to builder to have violation corrected.
Loose trash on jobsite and blowing onto adjacent properties. Sent notification to corporate office.
(HOA Complaint) Replaced sign at Pienzeze and Voltera and secure the mounting hardware, Project completed
(Anonymous Complaint) Conducted on-site inspection and verified permit status. Informed complainant.
Reinspection - road injection completed to raise the elevation of the road to prevent ponding water issues.
Loose trash on far-back of vacant lots. Complaint generated. Sending notice to builders @ corporate office.
Patching Potholes with Rock Asphalt Patch.1-23:> (patched 2 deep potholes on Edwards near E FM 550
Repaired Street Sign at SH 205 & Pullen Road. Secured mounting hardware and project is complete
Notice one damaged barricade at Rondinella/Edwards and reported to MCFM (Eddie)
Removed bandit advertisement signs posted throughout city in the ROW areas and on utility poles.
Detailed inspection/photos/Nexco Analysis - Emailed to Mayor, City Administrator, and Fire Chief.
MCFD requested I placed traffic cones on west side of bridge on Klutts Rd. to prevent travel....

Incident Date between 2024-12-01 and 2024-12-31

Incident Date	Incident Number	NFIRS Number	Incident Type Code	Incident Type	District	Status
12/1/2024	2024-00000660	0000674	321	EMS call, excluding vehicle accident with injury	City Limit District	1
12/2/2024	2024-00000661	0000675	321	EMS call, excluding vehicle accident with injury	County District	1
12/2/2024	2024-00000662	0000676	444	Power line down	County District	1
12/2/2024	2024-00000663	0000677	321	EMS call, excluding vehicle accident with injury	County District	1
12/2/2024	2024-00000664	0000678	321	EMS call, excluding vehicle accident with injury	County District	1
12/3/2024	2024-00000665	0000679	311	Medical assist, assist EMS crew	County District	1
12/4/2024	2024-00000666	0000680	412	Gas leak (natural gas or LPG)	County District	1
12/5/2024	2024-00000667	0000681	611	Dispatched & canceled en route	City Limit District	1
12/6/2024	2024-00000668	0000682	321	EMS call, excluding vehicle accident with injury	City Limit District	1
12/6/2024	2024-00000669	0000683	700	False alarm or false call, other	County District	1
12/6/2024	2024-00000670	0000684	611	Dispatched & canceled en route	City Limit District	1
12/6/2024	2024-00000671	0000686	746	Carbon monoxide detector activation, no CO	County District	1
12/6/2024	2024-00000672	0000685	553	Public service	City Limit District	1
12/7/2024	2024-00000673	0000687	321	EMS call, excluding vehicle accident with injury	City Limit District	1
12/7/2024	2024-00000674	0000688	321	EMS call, excluding vehicle accident with injury	City Limit District	1
12/7/2024	2024-00000675	0000689	611	Dispatched & canceled en route	City Limit District	1
12/7/2024	2024-00000676	0000690	321	EMS call, excluding vehicle accident with injury	City Limit District	1
12/7/2024	2024-00000677	0000691	321	EMS call, excluding vehicle accident with injury	City Limit District	1
12/8/2024	2024-00000678	0000692	321	EMS call, excluding vehicle accident with injury	County District	1
12/9/2024	2024-00000679	0000693	611	Dispatched & canceled en route	County District	1
12/9/2024	2024-00000680	0000694	745	Alarm system activation, no fire - unintentional	City Limit District	1
12/9/2024	2024-00000681	0000695	561	Unauthorized burning	County District	1

12/10/2024	2024-00000682	0000697	611	Dispatched & canceled en route	County District	1
12/10/2024	2024-00000683	0000699	321	EMS call, excluding vehicle accident with injury	County District	1
12/11/2024	2024-00000684	0000698	322	Motor vehicle accident with injuries	County District	1
12/12/2024	2024-00000685	0000700	321	EMS call, excluding vehicle accident with injury	County District	1
12/13/2024	2024-00000686	0000701	321	EMS call, excluding vehicle accident with injury	City Limit District	1
12/14/2024	2024-00000687	0000702	911	Citizen complaint	County District	1
12/14/2024	2024-00000688	0000703	321	EMS call, excluding vehicle accident with injury	County District	1
12/15/2024	2024-00000689	0000705	554	Assist invalid	County District	1
12/15/2024	2024-00000690	0000704	311	Medical assist, assist EMS crew	City Limit District	1
12/16/2024	2024-00000691	0000706	321	EMS call, excluding vehicle accident with injury	City Limit District	1
12/17/2024	2024-00000692	0000707	321	EMS call, excluding vehicle accident with injury	County District	1
12/18/2024	2024-00000693	0000708	321	EMS call, excluding vehicle accident with injury	City Limit District	1
12/18/2024	2024-00000694	0000711	611	Dispatched & canceled en route	City Limit District	1
12/18/2024	2024-00000695	0000709	321	EMS call, excluding vehicle accident with injury	City Limit District	1
12/18/2024	2024-00000696	0000710	321	EMS call, excluding vehicle accident with injury	County District	1
12/19/2024	2024-00000697	0000712	444	Power line down	City Limit District	1
12/19/2024	2024-00000698	0000713	321	EMS call, excluding vehicle accident with injury	County District	1
12/20/2024	2024-00000699	0000714	311	Medical assist, assist EMS crew	City Limit District	1
12/21/2024	2024-00000700	0000715	412	Gas leak (natural gas or LPG)	County District	1
12/21/2024	2024-00000701	0000716	321	EMS call, excluding vehicle accident with injury	County District	1
12/22/2024	2024-00000702	0000717	412	Gas leak (natural gas or LPG)	County District	1
12/24/2024	2024-00000703	0000718	321	EMS call, excluding vehicle accident with injury	County District	1
12/24/2024	2024-00000704	0000721	611	Dispatched & canceled en route	City Limit District	1
12/24/2024	2024-00000705	0000720	611	Dispatched & canceled en route	Out of County Aid	1
12/24/2024	2024-00000706	0000722	622	No incident found on arrival at dispatch address	City Limit District	1

12/24/2024	2024-00000707	0000719	321	EMS call, excluding vehicle accident with injury	City Limit District	1
12/25/2024	2024-00000708	0000723	622	No incident found on arrival at dispatch address	City Limit District	1
12/25/2024	2024-00000709	0000724	321	EMS call, excluding vehicle accident with injury	County District	1
12/25/2024	2024-00000710	0000726	622	No incident found on arrival at dispatch address	City Limit District	1
12/26/2024	2024-00000711	0000727	321	EMS call, excluding vehicle accident with injury	County District	1
12/26/2024	2024-00000712	0000725	311	Medical assist, assist EMS crew	County District	1
12/28/2024	2024-00000713	0000728	111	Building fire	City Limit District	1
12/28/2024	2024-00000714	0000730	321	EMS call, excluding vehicle accident with injury	County District	1
12/29/2024	2024-00000715	0000732	324	Motor vehicle accident with no injuries.	City Limit District	1
12/29/2024	2024-00000716	0000729	321	EMS call, excluding vehicle accident with injury	County District	1
12/29/2024	2024-00000717	0000731	321	EMS call, excluding vehicle accident with injury	County District	1
12/30/2024	2024-00000718	0000733	744	Detector activation, no fire - unintentional	County District	1
12/31/2024	2024-00000719	0000734	412	Gas leak (natural gas or LPG)	City Limit District	1

Incident Date between 2025-01-01 and 2025-01-31

Incident Date	Incident Number	NFIRS Number	Incident Type Code	Incident Type	District	Status
1/1/2025	2025-00000001	0000002	154	Dumpster or other outside trash receptacle fire	County District	1
1/2/2025	2025-00000002	0000003	321	EMS call, excluding vehicle accident with injury	City Limit District	1
1/2/2025	2025-00000003	0000004	321	EMS call, excluding vehicle accident with injury	City Limit District	1
1/3/2025	2025-00000004	0000005	321	EMS call, excluding vehicle accident with injury	County District	1
1/4/2025	2025-00000005	0000006	744	Detector activation, no fire - unintentional	City Limit District	1
1/5/2025	2025-00000006	0000007	321	EMS call, excluding vehicle accident with injury	County District	1
1/5/2025	2025-00000007	0000008	611	Dispatched & canceled en route	City Limit District	1
1/6/2025	2025-00000008	0000009	142	Brush or brush-and-grass mixture fire	County District	1
1/6/2025	2025-00000009	0000013	444	Power line down	City Limit District	1
1/6/2025	2025-00000010	0000011	142	Brush or brush-and-grass mixture fire	County District	1
1/6/2025	2025-00000011	0000010	553	Public service	County District	1
1/6/2025	2025-00000012	0000014	611	Dispatched & canceled en route	City Limit District	1
1/7/2025	2025-00000013	0000016	424	Carbon monoxide incident	City Limit District	1
1/8/2025	2025-00000014	0000015	311	Medical assist, assist EMS crew	City Limit District	1
1/8/2025	2025-00000015	0000017	412	Gas leak (natural gas or LPG)	City Limit District	1
1/9/2025	2025-00000016	0000018	311	Medical assist, assist EMS crew	City Limit District	1
1/9/2025	2025-00000017	0000020	324	Motor vehicle accident with no injuries.	County District	1
1/9/2025	2025-00000018	0000019	321	EMS call, excluding vehicle accident with injury	County District	1
1/9/2025	2025-00000019	0000021	743	Smoke detector activation, no fire - unintentional	City Limit District	1
1/11/2025	2025-00000020	0000022	321	EMS call, excluding vehicle accident with injury	City Limit District	1
1/11/2025	2025-00000021	0000023	321	EMS call, excluding vehicle accident with injury	County District	1
1/11/2025	2025-00000022	0000024	321	EMS call, excluding vehicle accident with injury	County District	1

1/11/2025	2025-00000023	0000025	321	EMS call, excluding vehicle accident with injury	City Limit District	1
1/11/2025	2025-00000024	0000026	151	Outside rubbish, trash or waste fire	County District	1
1/12/2025	2025-00000025	0000027	321	EMS call, excluding vehicle accident with injury	County District	1
1/12/2025	2025-00000026	0000028	321	EMS call, excluding vehicle accident with injury	County District	1
1/12/2025	2025-00000027	0000031	611	Dispatched & canceled en route	City Limit District	1
1/13/2025	2025-00000028	0000029	321	EMS call, excluding vehicle accident with injury	City Limit District	1
1/13/2025	2025-00000029	0000030	311	Medical assist, assist EMS crew	County District	1
1/14/2025	2025-00000030	0000034	611	Dispatched & canceled en route	City Limit District	1
1/14/2025	2025-00000031	0000033	412	Gas leak (natural gas or LPG)	City Limit District	1
1/14/2025	2025-00000032	0000032	743	Smoke detector activation, no fire - unintentional	City Limit District	1
1/14/2025	2025-00000033	0000039	611	Dispatched & canceled en route	City Limit District	1
1/14/2025	2025-00000034	0000040	611	Dispatched & canceled en route	City Limit District	1
1/14/2025	2025-00000035	0000035	321	EMS call, excluding vehicle accident with injury	County District	1
1/14/2025	2025-00000036	0000036	111	Building fire	County Mutual Aid	1
1/15/2025	2025-00000037	0000037	311	Medical assist, assist EMS crew	City Limit District	1
1/15/2025	2025-00000038	0000038	321	EMS call, excluding vehicle accident with injury	County District	1
1/15/2025	2025-00000039	0000043	321	EMS call, excluding vehicle accident with injury	City Limit District	1
1/15/2025	2025-00000040	0000041	622	No incident found on arrival at dispatch address	County District	1
1/16/2025	2025-00000041	0000042	321	EMS call, excluding vehicle accident with injury	City Limit District	1
1/17/2025	2025-00000042	0000044	611	Dispatched & canceled en route	County District	1
1/18/2025	2025-00000043	0000046	460	Accident, potential accident, other	City Limit District	1
1/19/2025	2025-00000044	0000048	611	Dispatched & canceled en route	City Limit District	1
1/18/2025	2025-00000044	0000045	321	EMS call, excluding vehicle accident with injury	City Limit District	1
1/19/2025	2025-00000045	0000047	321	EMS call, excluding vehicle accident with injury	County District	1
1/20/2025	2025-00000046	0000049	321	EMS call, excluding vehicle accident with injury	County District	1

1/22/2025	2025-00000047	0000050	321	EMS call, excluding vehicle accident with injury	City Limit District	1
1/22/2025	2025-00000048	0000053	324	Motor vehicle accident with no injuries.	County District	1
1/22/2025	2025-00000049	0000052	321	EMS call, excluding vehicle accident with injury	City Limit District	1
1/22/2025	2025-00000050	0000057	311	Medical assist, assist EMS crew	City Limit District	1
1/22/2025	2025-00000051	0000051	553	Public service	City Limit District	1
1/22/2025	2025-00000052	0000054	412	Gas leak (natural gas or LPG)	City Limit District	1
1/22/2025	2025-00000053	0000055	412	Gas leak (natural gas or LPG)	City Limit District	1
1/22/2025	2025-00000054	0000056	412	Gas leak (natural gas or LPG)	City Limit District	1
1/23/2025	2025-00000055	0000060	324	Motor vehicle accident with no injuries.	City Limit District	1
1/23/2025	2025-00000056	0000058	553	Public service	County District	1
1/23/2025	2025-00000057	0000059	321	EMS call, excluding vehicle accident with injury	City Limit District	1
1/24/2025	2025-00000058	0000063	321	EMS call, excluding vehicle accident with injury	County District	1
1/24/2025	2025-00000059	0000061	321	EMS call, excluding vehicle accident with injury	City Limit District	1
1/24/2025	2025-00000060	0000062	143	Grass fire	City Limit District	1
1/25/2025	2025-00000061	0000064	611	Dispatched & canceled en route	City Limit District	1
1/26/2025	2025-00000062	0000065	321	EMS call, excluding vehicle accident with injury	County District	1
1/26/2025	2025-00000063	0000067	611	Dispatched & canceled en route	County District	1
1/26/2025	2025-00000064	0000066	322	Motor vehicle accident with injuries	County District	1
1/27/2025	2025-00000065	0000068	321	EMS call, excluding vehicle accident with injury	County District	1
1/27/2025	2025-00000066	0000072	321	EMS call, excluding vehicle accident with injury	County District	1
1/27/2025	2025-00000067	0000074	600	Good intent call, other	City Limit District	1
1/27/2025	2025-00000068	0000070	743	Smoke detector activation, no fire - unintentional	County District	1
1/27/2025	2025-00000069	0000071	322	Motor vehicle accident with injuries	County District	1
1/28/2025	2025-00000070	0000073	321	EMS call, excluding vehicle accident with injury	County District	1
1/28/2025	2025-00000071	0000075	324	Motor vehicle accident with no injuries.	City Limit District	1

1/29/2025	2025-00000072	0000077	111	Building fire	County District	1
1/30/2025	2025-00000073	0000076	321	EMS call, excluding vehicle accident with injury	County District	1
1/30/2025	2025-00000074	0000078	735	Alarm system sounded due to malfunction	City Limit District	1
1/30/2025	2025-00000075	0000080	321	EMS call, excluding vehicle accident with injury	City Limit District	1
1/30/2025	2025-00000076	0000081	812	Flood assessment	City Limit District	1
1/30/2025	2025-00000077	0000079	321	EMS call, excluding vehicle accident with injury	County District	1
1/30/2025	2025-00000078	0000082	812	Flood assessment	County District	1
1/30/2025	2025-00000079	0000083	321	EMS call, excluding vehicle accident with injury	County District	1
1/31/2025	2025-00000080	0000084	322	Motor vehicle accident with injuries	County District	1
1/31/2025	2025-00000081	0000085	322	Motor vehicle accident with injuries	City Limit District	1
1/31/2025	2025-00000082	0000087	311	Medical assist, assist EMS crew	County District	1
1/31/2025	2025-00000083	0000086	311	Medical assist, assist EMS crew	City Limit District	1
1/31/2025	2025-00000084	0000088	311	Medical assist, assist EMS crew	City Limit District	1

Alarm Date between 2024-12-01 **and** 2024-12-31

Total Calls by District

District	2024-12-01	Total
City Limit District	26	26
County District	32	32
Out of County Aid	1	1
Total	59	59

Alarm Date between 2025-01-01 and 2025-01-31

Total Calls by District

District	2025-01-01	Total
County District	36	36
City Limit District	43	43
County Mutual Aid	1	1
Total	80	80

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Report Date: 12/31/2024 21:14:27
 Report Time: 12/31/2024 21:14:27
 Report User: SBart
 Report Location: 12/31/2024 21:14:27
 Report Address: 12/31/2024 21:14:27
 Report City: 12/31/2024 21:14:27
 Report State: 12/31/2024 21:14:27
 Report Zip: 12/31/2024 21:14:27
 Report Phone: 12/31/2024 21:14:27
 Report Email: 12/31/2024 21:14:27
 Report Notes: 12/31/2024 21:14:27

Call Number	Create Date/Time	Closed Date/Time	Created By	Dispatch Position	Call Type
333	12/31/2024 21:14	12/31/2024 21:19:27	SBart		Reckless Driver
284	12/31/2024 16:48	12/31/2024 17:33:15	SBurks		Gas Line
242	12/31/2024 11:11	12/31/2024 11:44:33	SBurks		Warrant Service
234	12/31/2024 10:07	12/31/2024 10:10:20	SBurks		Civil Process
223	12/31/2024 8:31	12/31/2024 08:58:08	SBurks		Alarm
95	12/30/2024 12:15	12/30/2024 12:41:04	AClark		Animal Loose Livestock
83	12/30/2024 10:54	12/30/2024 11:35:46	SBurks		Welfare Check
61	12/30/2024 9:13	12/30/2024 09:17:58	AClark		Traffic Control
55	12/30/2024 8:54	12/30/2024 09:45:55	AClark		Animal Loose Livestock
22	12/30/2024 2:34	12/30/2024 02:48:51	Rangle		Alarm
974	12/29/2024 20:11	12/29/2024 20:18:24	SBart		Traffic Stop
954	12/29/2024 15:58	12/29/2024 16:06:09	CStratton		Extra Patrol
920	12/29/2024 12:00	12/29/2024 12:09:13	AHernandez1548		Traffic Hazard
914	12/29/2024 11:27	12/29/2024 12:06:57	AClark		Follow Up
902	12/29/2024 9:18	12/29/2024 09:27:26	CStratton		Extra Patrol
868	12/29/2024 2:40	12/29/2024 06:37:25	AHernandez		Accident Minor
826	12/28/2024 22:02	12/28/2024 23:39:37	AHernandez		Disturbance Noise
807	12/28/2024 19:18	12/28/2024 20:12:51	RSmith		Disturbance Noise
803	12/28/2024 18:53	12/28/2024 21:33:29	RSmith		Assault
751	12/28/2024 10:39	12/28/2024 11:43:54	AHernandez1548		Accident Minor
739	12/28/2024 8:55	12/28/2024 11:24:14	AHernandez1548		Fire Structure
705	12/28/2024 2:53	12/28/2024 03:00:45	RSmith		Traffic Stop

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Report #	Create Date/Time	Closed Date/Time	Created By	Dispatch Position	Call Type
100	12/20/2024 0:41	12/20/2024 00:54:03	RSmith		Traffic Stop
85	12/19/2024 23:19	12/19/2024 23:24:32	RSmith		Traffic Stop
14	12/19/2024 15:53	12/19/2024 16:17:22	AHernandez		Traffic Stop
945	12/19/2024 9:47	12/19/2024 09:54:36	cramirez		Civil Process
928	12/19/2024 8:08	12/19/2024 08:55:08	BButner		Utility Poles/Lines
804	12/18/2024 15:45	12/18/2024 19:58:32	AHernandez		Warrant Service
796	12/18/2024 15:17	12/18/2024 15:36:13	BButner		Medical Call
749	12/18/2024 12:00	12/18/2024 12:31:18	cramirez		Medical Call
660	12/18/2024 0:27	12/18/2024 00:54:44	SJohnson		Alarm
616	12/17/2024 20:18	12/17/2024 20:26:25	LCallahan		Traffic Stop
592	12/17/2024 18:45	12/17/2024 19:01:06	LCallahan		Motorist Assist
414	12/16/2024 18:34	12/16/2024 18:35:24	SJohnson		Sex Offense
362	12/16/2024 14:58	12/16/2024 15:10:02	SBart		Civil Process
343	12/16/2024 13:12	12/16/2024 13:55:17	AClark		Meet Complainant
268	12/16/2024 4:43	12/16/2024 04:58:43	SJohnson		Medical Call
209	12/15/2024 21:16	12/15/2024 21:30:17	SBart		Traffic Hazard
188	12/15/2024 19:46	12/15/2024 19:50:26	SJohnson		Suspicious Activity
160	12/15/2024 16:30	12/15/2024 16:48:01	SBart		Medical Call
150	12/15/2024 14:53	12/15/2024 15:51:43	SBart		Accident Minor
97	12/15/2024 2:15	12/15/2024 02:29:25	SBart		Disturbance
79	12/15/2024 0:02	12/15/2024 02:41:41	LCallahan		Disturbance Noise
64	12/14/2024 23:08	12/14/2024 23:32:08	SBart		Disturbance Noise

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Report	Created By	Dispatch Position	Call Type
12/14/2024 2:21	RS	Smith	Traffic Stop
12/14/2024 0:35	RS	Smith	Utility Poles/Lines
12/13/2024 22:35	TT	Tipton	Business Check
12/13/2024 13:49	PM	McEntyre	Neighborhood Check
12/13/2024 13:43	PM	McEntyre	Neighborhood Check
12/13/2024 13:34	AH	Hernandez1548	Reckless Driver
12/13/2024 13:10	AH	Hernandez1548	Reckless Driver
12/13/2024 10:52	AH	Hernandez1548	Medical Call
12/13/2024 10:35	PM	McEntyre	Neighborhood Check
12/13/2024 7:07	AH	Hernandez1548	Animal Loose Livestock
12/13/2024 3:43	TT	Tipton	Business Check
12/12/2024 19:19	DT	Thompson	Extra Patrol
12/12/2024 6:33	BB	Butner	Reckless Driver
12/11/2024 20:10	BB	Butner	Reckless Driver
12/11/2024 1:55	LC	Callahan	Suspicious Person/Vehicle
12/10/2024 21:08	LC	Callahan	Traffic Stop
12/10/2024 19:15	LC	Callahan	Traffic Stop
12/10/2024 9:57	CS	Stratton	Extra Patrol
12/10/2024 7:39	CS	Stratton	Extra Patrol
12/9/2024 22:23	SJ	Johnson	Suspicious Person/Vehicle
12/9/2024 16:16	SB	Bart	Civil Process
12/9/2024 13:13	AH	Hernandez1548	Alarm Residential Fire

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Police Call Type	Fire Call Type	EMS Call Type	Location
Reckless Driver			N STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM
	Gas Line		1746 AMARONE LN, MCLENDON CHISHOLM
Warrant Service			BERTINO WAY / VENETO DR, MCLENDON CHISHOLM
Civil Process			1826 VERONA LN, MCLENDON CHISHOLM
Alarm			1619 BARROLO CT, MCLENDON CHISHOLM
Animal Loose Livestock			W FM 550 / STEVENS RD, MCLENDON CHISHOLM
Welfare Check			FM 1139 / HARVEST RIDGE DR, MCLENDON CHISHOLM
Traffic Control			DOWELL RD / E FM 550, MCLENDON CHISHOLM
Animal Loose Livestock			2140 W FM 550, MCLENDON CHISHOLM
Alarm			312 BESTOWAL LN, MCLENDON CHISHOLM
Traffic Stop			120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
Extra Patrol			900 HAMILTON CT, MCLENDON CHISHOLM
Traffic Hazard			N STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM
Follow Up			1749 AMARONE LN, MCLENDON CHISHOLM
Extra Patrol			1 GRANITE RIDGE DR, MCLENDON CHISHOLM
Accident Minor	Accident Minor	Accident Major	1671 W FM 550, MCLENDON CHISHOLM
Disturbance Noise			691 FRONTIER TRL, MCLENDON CHISHOLM
Disturbance Noise			691 FRONTIER TRL, MCLENDON CHISHOLM
Assault		Disturbance Family	1749 AMARONE LN, MCLENDON CHISHOLM
Accident Minor	Accident Minor		1671 W FM 550, MCLENDON CHISHOLM
Fire Structure	Fire Structure	Fire Structure	1752 SECCO WAY, MCLENDON CHISHOLM
Traffic Stop			S STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM

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Police Call Type	Fire Call Type	EMS Call Type	Location
Traffic Stop			N STATE HIGHWAY 205 / FIRESIDE DR, MCLENDON CHISHOLM
Animal Loose Livestock			W FM 550 / S SMITH RD, MCLENDON CHISHOLM
Traffic Stop			S STATE HIGHWAY 205 / VIA TOSCANA LN, MCLENDON CHISHOLM
Civil Process			1826 VERONA LN, MCLENDON CHISHOLM
Reckless Driver			N STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM
Traffic Stop			1116 VIA TOSCANA LN, MCLENDON CHISHOLM
Traffic Stop			1328 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			1160 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Animal Bite/Attack			1412 ARTESIA LN, MCLENDON CHISHOLM
Traffic Enforcement			900 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Alarm			1404 AREZZO LN, MCLENDON CHISHOLM
Accident Major	Accident Major	Accident Major	780 N STATE HIGHWAY 205, MCLENDON CHISHOLM
Animal Loose Livestock			W FM 550 / S SMITH RD, MCLENDON CHISHOLM
Animal Loose Livestock			W FM 550 / S SMITH RD, MCLENDON CHISHOLM
Alarm	Alarm Residential Fir		1204 SPRINGS WAY, MCLENDON CHISHOLM
Animal Bite/Attack			1425 SIENA LN, MCLENDON CHISHOLM
Suicide Attempt/Threat	Medical Call	Medical Call	1413 BARROLO DR, MCLENDON CHISHOLM
	Alarm Medical	Alarm Medical	2033 CORLEONE DR, MCLENDON CHISHOLM
Alarm			1619 BARROLO CT, MCLENDON CHISHOLM
Alarm			1619 BARROLO CT, MCLENDON CHISHOLM
	Alarm Residential Fir		1533 RIPASSO WAY, MCLENDON CHISHOLM
Extra Patrol			708 KENSINGTON DR, MCLENDON CHISHOLM

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Police Call Type	Fire Call Type	EMS Call Type	Location
Traffic Stop			S STATE HIGHWAY 205 / LEAGUE RD, MCLENDON CHISHOLM
Civil Process			1826 VERONA LN, MCLENDON CHISHOLM
Traffic Stop			E FM 550 / FM 1139, MCLENDON CHISHOLM
Alarm			1251 LIVORNO DR, MCLENDON CHISHOLM
Traffic Stop			1971 FM 1139, MCLENDON CHISHOLM
Traffic Stop			1176 VIA TOSCANA LN, MCLENDON CHISHOLM
Traffic Stop			1401 CORRARA DR, MCLENDON CHISHOLM
Traffic Stop			745 FM 1139, MCLENDON CHISHOLM
Traffic Stop			2895 ROCHELL RD, MCLENDON CHISHOLM
Suspicious Person/Vehicle			120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
Suspicious Person/Vehicle			1100 KINGSTON CT, MCLENDON CHISHOLM
Harassment/Threat			1204 ARTESIA LN, MCLENDON CHISHOLM
Traffic Stop			2415 ROCHELL RD, MCLENDON CHISHOLM
Traffic Hazard			W FM 550 / PULLEN RD, MCLENDON CHISHOLM
Alarm			1388 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			1211 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Intoxicated Person			120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
Motorist Assist			2031 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			E FM 550 / ROSE MARIE LN, MCLENDON CHISHOLM
Traffic Stop			151 N STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			467 MCDONALD RD, MCLENDON CHISHOLM
Traffic Stop			5757 S STATE HIGHWAY 205, MCLENDON CHISHOLM

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Police Call Type	Fire Call Type	EMS Call Type	Location
Traffic Stop			S STATE HIGHWAY 205 / HERRON CIR, MCLENDON CHISHOLM
Traffic Stop			N STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM
Traffic Stop			120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
Civil Process			26 WINDSOR DR, MCLENDON CHISHOLM
	Utility Poles/Lines		1068 FRONTIER TRL, MCLENDON CHISHOLM
Warrant Service			1524 FIRENZA CT, MCLENDON CHISHOLM
	Medical Call	Medical Call	1409 AREZZO LN, MCLENDON CHISHOLM
	Medical Call	Medical Call	1484 SIENA LN, MCLENDON CHISHOLM
Alarm			520 HIGHWATER XING, MCLENDON CHISHOLM
Traffic Stop			N STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM
Motorist Assist			N STATE HIGHWAY 205 / PULLEN RD, MCLENDON CHISHOLM
Sex Offense			1524 FIRENZA CT, MCLENDON CHISHOLM
Civil Process			5763 S STATE HIGHWAY 205 102B, MCLENDON CHISHOLM
Meet Complainant			20 FIRESIDE DR, MCLENDON CHISHOLM
	Medical Call	Medical Call	1345 W FM 550, MCLENDON CHISHOLM
Traffic Hazard			S STATE HIGHWAY 205 / KLUTTS RD, MCLENDON CHISHOLM
Suspicious Activity			120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
Medical Call	Medical Call	Medical Call	1301 SIENA CT, MCLENDON CHISHOLM
Accident Minor	Accident Major		1272 SOMERSET LN, MCLENDON CHISHOLM
Disturbance			CONNIE LN / S SMITH RD, MCLENDON CHISHOLM
Disturbance Noise			CATTLE BARRON DR / W FM 550, MCLENDON CHISHOLM
Disturbance Noise			760 KENSINGTON DR, MCLENDON CHISHOLM

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Police Call Type	Fire Call Type	EMS Call Type	Location
Traffic Stop			S STATE HIGHWAY 205 / KLUTTS RD, MCLENDON CHISHOLM
Assist Public	Utility Poles/Lines		122 WINDSOR DR, MCLENDON CHISHOLM
Business Check			5731 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Neighborhood Check			0 MIRAVISTA BLVD BLK, MCLENDON CHISHOLM
Neighborhood Check			114 QUAIL CREEK RD, MCLENDON CHISHOLM
Reckless Driver			N STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM
Reckless Driver			S STATE HIGHWAY 205 / KENSINGTON DR, MCLENDON CHISHOLM
	Medical Call	Medical Call	290 BRIAR GLEN LN, MCLENDON CHISHOLM
Neighborhood Check			122 HACKBERRY CREEK RD, MCLENDON CHISHOLM
Animal Loose Livestock			S STATE HIGHWAY 205 / KLUTTS RD, MCLENDON CHISHOLM
Business Check			130 W FM 550, MCLENDON CHISHOLM
Extra Patrol			1627 SALVATORE LN, MCLENDON CHISHOLM
Reckless Driver			S STATE HIGHWAY 205 / KLUTTS RD, MCLENDON CHISHOLM
Reckless Driver			S STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM
Suspicious Person/Vehicle			1506 BERTINO WAY, MCLENDON CHISHOLM
Traffic Stop			S STATE HIGHWAY 205 / VIA TOSCANA LN, MCLENDON CHISHOLM
Traffic Stop			KINGSBRIDGE LN / N STATE HIGHWAY 205, MCLENDON CHISHOLM
Extra Patrol			0 WINDSOR DR BLK, MCLENDON CHISHOLM
Extra Patrol			2 FIRESIDE DR, MCLENDON CHISHOLM
Suspicious Person/Vehicle			22 WINDSOR DR, MCLENDON CHISHOLM
Civil Process			760 FRONTIER TRL, MCLENDON CHISHOLM
	Alarm Residential Fir		49 FIRESIDE DR, MCLENDON CHISHOLM

Police Call Type	Fire Call Type	EMS Call Type	Location
Traffic Stop			944 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			FM 1139 / QUAIL CREEK RD, MCLENDON CHISHOLM
	Medical Call	Medical Call	2096 FM 1139, MCLENDON CHISHOLM
Traffic Stop			VIA TOSCANA LN / AREZZO LN, MCLENDON CHISHOLM
Welfare Check	Medical Call	Welfare Check	120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
	Alarm Medical	Alarm Medical	1122 OXFORD CT, MCLENDON CHISHOLM
Traffic Stop			1200 S STATE HIGHWAY 205 BLK, MCLENDON CHISHOLM
Traffic Stop			1173 N STATE HIGHWAY 205, MCLENDON CHISHOLM
Disturbance Family		Disturbance Family	1162 LIVORNO DR, MCLENDON CHISHOLM
Meet Complainant			1511 PULLEN RD, MCLENDON CHISHOLM
Suspicious Activity			1533 VISTA CT, MCLENDON CHISHOLM
Motorist Assist	Assist Public	Motorist Assist	1251 S STATE HIGHWAY 205, MCLENDON CHISHOLM
CPS Referral			1816 NAVARRE WAY, MCLENDON CHISHOLM
Motorist Assist			1324 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			1332 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			1382 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			1163 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			1400 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Suspicious Person/Vehicle			1032 KINGSBRIDGE LN, MCLENDON CHISHOLM
	Medical Call	Medical Call	1730 SALVATORE LN, MCLENDON CHISHOLM
Traffic Stop			S STATE HIGHWAY 205 / LEAGUE RD, MCLENDON CHISHOLM
Traffic Enforcement			1730 S STATE HIGHWAY 205, MCLENDON CHISHOLM

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Police Call Type	Fire Call Type	EMS Call Type	Location
Suspicious Person/Vehicle			N STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM
	Alarm Medical	Alarm Medical	1122 OXFORD CT, MCLENDON CHISHOLM
Traffic Stop			300 CATTLE BARRON DR BLK, MCLENDON CHISHOLM
Civil Process			1826 VERONA LN, MCLENDON CHISHOLM
Warrant Service		Warrant Service	1155 FRONTIER TRL, MCLENDON CHISHOLM
Traffic Stop			S STATE HIGHWAY 205 / VIA TOSCANA LN, MCLENDON CHISHOLM
Reckless Driver			FM 1139 / E FM 550, MCLENDON CHISHOLM
Reckless Driver			N STATE HIGHWAY 205 / PULLEN RD, MCLENDON CHISHOLM
Motorist Assist			W FM 550 / S SMITH RD, MCLENDON CHISHOLM
Motorist Assist			S SMITH RD / W FM 550, MCLENDON CHISHOLM
Suspicious Person/Vehicle			716 KENSINGTON DR, MCLENDON CHISHOLM
Traffic Stop			761 KENSINGTON DR, MCLENDON CHISHOLM
Traffic Stop			W FM 550 / CATTLE BARRON DR, MCLENDON CHISHOLM
	Medical Call	Medical Call	104 HARVEST RIDGE CV, MCLENDON CHISHOLM
Civil Process			1826 VERONA LN, MCLENDON CHISHOLM
911 Hang up			N STATE HIGHWAY 205 / KINGSBRIDGE LN, MCLENDON CHISHOLM
Business Check			5757 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Sex Offense			1155 FRONTIER TRL, MCLENDON CHISHOLM
	Medical Call	Medical Call	1413 BARROLO DR, MCLENDON CHISHOLM
Business Check			1388 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			S STATE HIGHWAY 205 / KLUTTS RD, MCLENDON CHISHOLM
Traffic Stop			1400 S STATE HIGHWAY 205, MCLENDON CHISHOLM

State	Primary Unit	Additional Units	Secondary Unit Location	Primary Officer	Canceled Flag	Primary Incident
TX	566	False		566	False	2024-00027757
TX	MCFDS221	True			False	2024-00000719
TX	529	True	950	529	False	2024-00027738
TX	513	False			False	2024-00027731
TX	538	True		538	False	2024-00027728
TX	538	False		538	False	2024-00027688
TX	558	True	BUCEES	558	False	2024-00027684
TX		False			False	
TX	538	False		538	False	2024-00027679
TX	556	True		556	False	2024-00027660
	551	False		551	False	2024-00027649
TX	539	False		539	False	2024-00027642
TX	531	False		531	False	2024-00027636
TX	539	False		539	False	2024-00027635
TX	539	False		539	False	2024-00027634
TX	541	True		541	False	2024-00027625
TX	541	True		541	False	2024-00027614
TX	541	False		541	False	
TX	543	True	600	543	False	2024-00027610
TX	559	True		559	False	2024-00027592
TX	545	True		545	False	2024-00027588
TX	544	False		544	False	2024-00027574

State	Primary Unit	Additional Units	Secondary Unit Location	Primary Officer	Canceled Flag	Primary Incident
TX	543	False		543	False	2024-00027572
TX	522	False		522	False	2024-00027514
TX	522	True		522	False	2024-00027505
TX	513	False			False	2024-00027459
TX	522	True	COSTCO	522	False	2024-00027438
TX	522	False		522	False	2024-00027426
TX	522	False		522	False	2024-00027424
TX	522	False		522	False	2024-00027422
TX	547	True		547	False	2024-00027423
TX	522	True		522	False	2024-00027420
TX	542	True		542	False	2024-00027390
TX	556	True		556	False	2024-00027383
TX	539	False		539	False	2024-00027374
TX	538	True		538	False	2024-00027370
TX	MCFDS221	True			False	2024-00000708
TX	566	True	BAYLOR ROCKWALL	566	False	2024-00027362
TX	566	True	LAKEPOINTE	566	False	2024-00027361
TX	MCFDS221	True			False	2024-00000706
TX	538	True		538	False	2024-00027326
TX	538	True		538	False	2024-00027324
TX	MCFDS221	True			False	2024-00000704
TX	539	False		539	False	2024-00027322

State	Primary Unit	Additional Units	Secondary Unit Location	Primary Officer	Canceled Flag	Primary Incident
TX	566	False		566	False	2024-00027303
TX	573	False		573	False	2024-00027260
TX	568	False		568	False	2024-00027236
TX	558	True		558	False	2024-00027219
TX	558	False		558	False	2024-00027217
TX	558	False		558	False	2024-00027214
TX	558	False		558	False	2024-00027213
TX	558	False		558	False	2024-00027210
TX	558	False		558	False	2024-00027207
	544	False		544	False	2024-00027187
TX	543	False		543	False	2024-00027165
TX	541	False		541	False	2024-00027161
TX	522	False		522	False	2024-00027151
TX	522	True		522	False	2024-00027140
TX	541	True		541	False	2024-00027109
	544	True	600	544	False	2024-00027107
	555	True		555	False	2024-00027084
TX	543	True		543	False	2024-00027081
TX	545	False		545	False	2024-00027073
TX	522	False		522	False	2024-00027072
TX	545	False		545	False	2024-00027037
	544	False		544	False	2024-00026996

State	Primary Unit	Additional Units	Secondary Unit Location	Primary Officer	Canceled Flag	Primary Incident
TX	541	True		541	False	2024-00026990
TX	544	False		544	False	2024-00026986
	545	True		545	False	2024-00026963
TX	513	False		513	False	2024-00026939
TX	MCFDS221	False			False	2024-00000697
TX	535	True		535	False	2024-00026906
TX	MCFDS221	True			False	2024-00000695
TX	MCFDS221	True			False	2024-00000693
TX	551	False		551	False	2024-00026869
TX	551	False		551	False	2024-00026856
TX	551	False	KENSINGTON	551	False	2024-00026846
TX	535	False		535	False	2024-00026792
TX	513	False		513	False	2024-00026786
TX	558	False		558	False	2024-00026781
	MCFD	True			False	2024-00000691
TX	542	False		542	False	2024-00026724
	542	False		542	False	2024-00026715
TX	MCFDS221	True			False	2024-00000690
TX	558	False		558	False	2024-00026701
TX	541	True	VALLEY VIEW / UNIVERSITY DR	541	False	2024-00026691
TX	543	True	201 FM 550	543	False	2024-00026686
TX	543	True		543	False	2024-00026683

State	Primary Unit	Additional Units	Secondary Unit Location	Primary Officer	Canceled Flag	Primary Incident
TX	555	False		555	False	2024-00026638
TX	MCFDS221	True			False	2024-00000687
TX	543	False		543	False	2024-00026634
TX	559	False		559	False	2024-00026608
TX	559	False		559	False	2024-00026607
TX		False			False	
TX	545	False		545	False	2024-00026604
TX	MCFDS221	True			False	2024-00000686
TX	559	False		559	False	2024-00026589
TX	559	False		559	False	2024-00026580
TX	543	False		543	False	2024-00026569
TX	548	False		548	False	2024-00026528
TX	552	True		552	False	2024-00026454
TX		False			False	
TX	551	False			False	2024-00026370
TX	542	False		542	False	2024-00026349
TX	542	True		542	False	2024-00026342
TX	539	False		539	False	2024-00026312
TX	539	False		539	False	2024-00026302
TX	556	True		556	False	2024-00026257
TX	513	False		513	False	2024-00026249
TX	MCFDS221	True			False	2024-00000680

State	Primary Unit	Additional Units	Secondary Unit Location	Primary Officer	Canceled Flag	Primary Incident
TX	558	False		558	False	2024-00026234
TX	542	False		542	False	2024-00026184
TX	MCFDS221	True			False	2024-00000678
TX	544	False		544	False	2024-00026145
	544	True		544	False	2024-00026144
TX	MCFDS221	True			False	2024-00000675
TX	522	False		522	False	2024-00026126
TX	522	False		522	False	2024-00026119
TX	544	True	950	544	False	2024-00026115
TX	555	True		555	False	2024-00026107
TX	544	True	1636 VISTA CT	544	False	2024-00026106
TX	544	True		544	False	2024-00026103
TX	535	False		535	False	2024-00026099
TX	522	False		522	False	2024-00026080
TX	522	False		522	False	2024-00026078
TX	522	False		522	False	2024-00026074
TX	522	False		522	False	2024-00026072
TX	522	False		522	False	2024-00026069
TX	522	False		522	False	2024-00026060
TX	MCFDS221	True			False	2024-00000668
TX	541	False		541	False	2024-00026045
TX	541	True		541	False	2024-00026044

State	Primary Unit	Additional Units	Secondary Unit Location	Primary Officer	Canceled Flag	Primary Incident
TX	541	True		541	False	2024-00026038
TX	MCFDS221	True			False	2024-00000667
TX	522	False		522	False	2024-00026015
TX	513	False		513	False	2024-00026008
TX	557	True	600	557	False	2024-00025977
TX	549	True			False	2024-00025966
TX	555	False		555	False	2024-00025953
TX	544	False		544	False	2024-00025940
TX	543	False		543	False	2024-00025942
TX	543	False		543	False	2024-00025937
TX	522	False		522	False	2024-00025935
TX	556	True	950	556	False	2024-00025904
TX	556	False		556	False	2024-00025891
TX	MCFDS221	True			False	2024-00000665
TX	513	False		513	False	2024-00025814
TX	542	True		542	False	2024-00025761
	553	False		553	False	2024-00025753
TX	566	True	TEXAS HEALTH DALLAS	566	False	2024-00025743
TX	MCFDS221	True			False	2024-00000660
TX	544	False		544	False	2024-00025715
TX	555	False		555	False	2024-00025703
TX	555	False		555	False	2024-00025698

Primary Incident ORI	Case Number	Beat	Quadrant	District
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC14X	ROCKWALL COUNTY EMS
		24	MC31X	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC42	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC33	ROCKWALL COUNTY EMS
		24	MC33	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC42	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS

Primary Incident ORI	Case Number	Beat	Quadrant	District
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC13	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC13	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS

Primary Incident ORI	Case Number	Beat	Quadrant	District
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC31	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC13	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC13	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC13	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC13	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC13	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC33	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC33	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC31	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC41	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS

Primary Incident ORI	Case Number	Beat	Quadrant	District
TX1990000: Rockwall County Sheriff's Office		24	MC31	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC33	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS

Primary Incident ORI	Case Number	Beat	Quadrant	District
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office				
TX1990000: Rockwall County Sheriff's Office		24	MC13	ROCKWALL COUNTY EMS
		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC13	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC21	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC33	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		22	MC22	ROCKWALL COUNTY EMS

Primary Incident ORI	Case Number	Beat	Quadrant	District
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC13	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC33	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC33	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS

Primary Incident ORI	Case Number	Beat	Quadrant	District
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office				
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC33	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC31	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC21	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC33	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS

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Cleared Call Search Results

Call Number	Create Date/Time	Closed Date/Time	Created By	Dispatch Position	Call Type
683	1/31/2025 23:28	01/31/2025 23:40:52	RSmith		Traffic Stop
660	1/31/2025 20:13	01/31/2025 20:48:27	Rangle		Medical Call
609	1/31/2025 15:31	01/31/2025 16:04:43	AHernandez1548		Medical Call
607	1/31/2025 15:27	01/31/2025 15:31:25	CHavens		Traffic Stop
583	1/31/2025 13:49	01/31/2025 13:54:56	HHornick		Traffic Stop
537	1/31/2025 10:13	01/31/2025 11:17:11	BButner		Accident Major
411	1/30/2025 16:53	01/30/2025 16:56:47	AHernandez		Traffic Stop
376	1/30/2025 15:01	01/30/2025 15:20:36	AHernandez		Follow Up
264	1/30/2025 7:18	01/30/2025 07:40:48	SBurks		Medical Call
263	1/30/2025 7:16	01/30/2025 08:19:21	BButner		Motorist Assist
242	1/30/2025 3:58	01/30/2025 04:12:33	BRose		Extra Patrol
239	1/30/2025 3:36	01/30/2025 03:43:58	SBart		Traffic Hazard
236	1/30/2025 2:58	01/30/2025 03:36:53	SJohnson		Fire Structure
212	1/29/2025 21:17	01/30/2025 15:03:01	Rangle		Assault
172	1/29/2025 16:07	01/29/2025 16:17:39	AHernandez		Traffic Stop
168	1/29/2025 15:56	01/29/2025 16:22:03	PMcEntyre		Traffic Enforcement
164	1/29/2025 15:27	01/29/2025 15:55:09	Rangle		Alarm
139	1/29/2025 13:46	01/29/2025 13:46:44	SBurks		CPS Referral
66	1/29/2025 9:07	01/29/2025 09:47:03	AClark		Abandoned Vehicle
985	1/29/2025 4:14	01/29/2025 04:18:07	SBart		Suspicious Person/Vehicle
939	1/28/2025 23:28	01/28/2025 23:36:29	SJohnson		Reckless Driver
899	1/28/2025 18:33	01/28/2025 18:41:28	SBart		Civil Process
869	1/28/2025 15:18	01/28/2025 15:23:57	BButner		Civil Process

Cleared Call Search Results

Call Number	Create Date/Time	Closed Date/Time	Created By	Dispatch Position	Call Type
745	1/27/2025 22:58	01/27/2025 23:03:59	SJohnson		Traffic Stop
676	1/27/2025 16:08	01/27/2025 16:39:08	CStratton		Extra Patrol
647	1/27/2025 13:37	01/27/2025 14:14:05	AClarke		Meet Complainant
629	1/27/2025 12:18	01/27/2025 12:44:03	AClarke		Assist Public
626	1/27/2025 11:46	01/27/2025 12:16:46	AClarke		Medical Call
573	1/27/2025 7:37	01/27/2025 07:59:47	CStratton		Extra Patrol
435	1/26/2025 11:43	01/26/2025 12:11:33	AClarke		Alarm
306	1/25/2025 18:11	01/25/2025 18:15:57	RSmith		Alarm Residential Fire
292	1/25/2025 12:53	01/25/2025 13:18:26	AHernandez1548		Animal Bite/Attack
252	1/25/2025 7:10	01/25/2025 07:28:40	AHernandez1548		Shots Fired
193	1/24/2025 19:37	01/24/2025 20:06:06	Rangle		Accident Minor
191	1/24/2025 19:25	01/24/2025 19:42:13	AHernandez		Alarm
175	1/24/2025 17:04	01/24/2025 17:30:21	AHernandez1548		Fraud
161	1/24/2025 16:02	01/24/2025 17:36:12	PMcEntyre		Traffic Enforcement
147	1/24/2025 15:25	01/24/2025 18:46:38	Rangle		Fire
142	1/24/2025 15:03	01/24/2025 15:22:56	Rangle		Medical Call
80	1/24/2025 10:52	01/24/2025 11:07:08	BButner		Traffic Stop
79	1/24/2025 10:45	01/24/2025 10:49:30	PMcEntyre		Neighborhood Check
65	1/24/2025 9:52	01/24/2025 14:09:29	BButner		Follow Up
985	1/23/2025 22:37	01/23/2025 22:42:58	RSmith		Traffic Stop
951	1/23/2025 20:37	01/23/2025 20:42:31	AHernandez		Traffic Stop
914	1/23/2025 17:06	01/23/2025 20:06:43	AHernandez		Theft
900	1/23/2025 16:04	01/23/2025 16:45:49	AHernandez		Medical Call

Cleared Call Search Results

Call Number	Create Date/Time	Closed Date/Time	Created By	Dispatch Position	Call Type
892	1/23/2025 15:49	01/23/2025 16:28:50	AHernandez		Fraud
866	1/23/2025 14:07	01/23/2025 14:26:04	AHernandez		Traffic Stop
861	1/23/2025 13:45	01/23/2025 13:49:09	HHornick		Traffic Stop
860	1/23/2025 13:43	01/23/2025 14:22:39	RKindred		Warrant Service
771	1/23/2025 7:54	01/23/2025 08:52:37	BButner		Accident Minor
720	1/22/2025 23:44	01/22/2025 23:47:55	LCallahan		Open Door
682	1/22/2025 19:36	01/22/2025 20:13:52	SJohnson		Gas Line
676	1/22/2025 19:15	01/22/2025 19:26:58	SJohnson		Odor Investigation
666	1/22/2025 18:18	01/22/2025 18:56:34	SJohnson		Odor Investigation
637	1/22/2025 15:31	01/22/2025 15:57:37	AHernandez		Assist Public
622	1/22/2025 14:10	01/22/2025 14:31:25	AHernandez1548		Medical Call
620	1/22/2025 14:05	01/22/2025 14:19:08	AClark		Medical Call
575	1/22/2025 9:56	01/22/2025 10:12:21	AClark		Reckless Driver
559	1/22/2025 8:05	01/22/2025 08:25:42	AClark		Medical Call
551	1/22/2025 7:41	01/22/2025 08:21:45	AHernandez1548		Traffic Hazard
511	1/21/2025 20:48	01/21/2025 20:57:33	LCallahan		Traffic Stop
387	1/21/2025 8:04	01/21/2025 08:21:12	CStratton		Extra Patrol
314	1/20/2025 21:35	01/20/2025 21:37:49	SJohnson		Repo/Private Tow
269	1/20/2025 15:58	01/20/2025 16:14:58	CStratton		Extra Patrol
266	1/20/2025 15:46	01/20/2025 15:53:58	CStratton		Extra Patrol
116	1/19/2025 19:51	01/19/2025 19:56:00	SJohnson		Alarm Residential Fire
93	1/19/2025 16:50	01/19/2025 16:58:13	SBart		911 Hang up
83	1/19/2025 15:45	01/19/2025 16:00:08	SBart		Alarm

Cleared Call Search Results

Call Number	Create Date/Time	Closed Date/Time	Created By	Dispatch Position	Call Type
50	1/19/2025 9:53	01/19/2025 09:54:47	MManning		Traffic Hazard
33	1/19/2025 2:34	01/19/2025 03:07:31	BRose		Business Check
1	1/18/2025 22:03	01/18/2025 22:11:37	AHernandez		Traffic Stop
994	1/18/2025 21:34	01/18/2025 22:11:33	RSmith		Medical Call
975	1/18/2025 20:03	01/18/2025 20:17:53	AHernandez		Alarm
967	1/18/2025 19:23	01/18/2025 19:53:01	SBart		Alarm
954	1/18/2025 17:40	01/18/2025 18:51:19	SBart		Accident Minor
875	1/18/2025 9:24	01/18/2025 09:31:01	CHavens		Traffic Stop
853	1/18/2025 7:42	01/18/2025 07:44:58	AHernandez1548		Traffic Hazard
851	1/18/2025 7:30	01/18/2025 07:31:35	AHernandez1548		Traffic Hazard
847	1/18/2025 7:22	01/18/2025 07:25:27	AHernandez1548		Traffic Hazard
845	1/18/2025 7:15	01/18/2025 07:18:51	AHernandez1548		Traffic Hazard
803	1/17/2025 21:41	01/17/2025 21:52:11	AHernandez		Alarm Medical
725	1/17/2025 12:29	01/17/2025 13:00:59	AHernandez1548		Accident Minor
621	1/16/2025 21:35	01/16/2025 21:41:05	AHernandez		Traffic Stop
470	1/16/2025 9:19	01/16/2025 09:19:36	SBurks		Sex Offense
453	1/16/2025 7:21	01/16/2025 07:46:30	BButner		Civil Process
399	1/15/2025 22:25	01/15/2025 22:36:49	SJohnson		Assist Other Agency
360	1/15/2025 19:18	01/15/2025 19:39:42	AHernandez		Alarm
320	1/15/2025 15:35	01/15/2025 16:03:50	BButner		Medical Call
296	1/15/2025 13:16	01/15/2025 13:40:15	AClark		Meet Complainant
181	1/15/2025 0:20	01/15/2025 00:50:38	LCallahan		Medical Call
152	1/14/2025 19:58	01/14/2025 20:29:36	SBart		Reckless Driver

Cleared Call Search Results

Call Number	Create Date/Time	Closed Date/Time	Created By	Dispatch Position	Call Type
132	1/14/2025 17:26	01/14/2025 17:39:02	SBurks		Alarm Residential Fire
126	1/14/2025 16:41	01/14/2025 16:47:16	SBurks		Civil Process
121	1/14/2025 16:17	01/14/2025 16:20:39	SBurks		Civil Process
109	1/14/2025 15:19	01/14/2025 15:39:59	Rangle		Odor Investigation
108	1/14/2025 15:17	01/14/2025 15:53:08	CStratton		Extra Patrol
107	1/14/2025 15:14	01/14/2025 15:23:03	Rangle		Alarm Medical
76	1/14/2025 12:44	01/14/2025 12:45:56	BGarza		Extra Patrol
27	1/14/2025 8:25	01/14/2025 09:32:44	AClark		Theft
973	1/14/2025 1:30	01/14/2025 01:35:47	SJohnson		Traffic Stop
964	1/14/2025 0:13	01/14/2025 00:33:38	LCallahan		Open Door
903	1/13/2025 19:25	01/13/2025 19:39:34	SBart		Traffic Stop
851	1/13/2025 15:14	01/13/2025 16:32:26	SBart		Meet Complainant
810	1/13/2025 11:53	01/13/2025 12:28:55	AClark		Animal Loose Livestock
778	1/13/2025 8:54	01/13/2025 09:45:43	CStratton		Extra Patrol
770	1/13/2025 8:11	01/13/2025 08:54:24	AClark		Disturbance
767	1/13/2025 8:07	01/13/2025 08:12:11	JMurphy		Traffic Stop
758	1/13/2025 7:41	01/13/2025 07:47:02	JMurphy		Traffic Stop
753	1/13/2025 7:27	01/13/2025 07:29:53	AHernandez1548		Civil Process
749	1/13/2025 7:07	01/13/2025 07:30:19	AHernandez1548		Accident Minor
724	1/13/2025 2:34	01/13/2025 02:39:59	CDonaldson		Business Check
701	1/12/2025 23:15	01/12/2025 23:23:24	SJohnson		Traffic Stop
698	1/12/2025 22:53	01/12/2025 23:13:55	SJohnson		Traffic Stop
693	1/12/2025 22:29	01/12/2025 22:37:24	SJohnson		Traffic Stop

Cleared Call Search Results

Call Number	Create Date/Time	Closed Date/Time	Created By	Dispatch Position	Call Type
662	1/12/2025 19:47	01/12/2025 20:33:17	RSmith		Disturbance
634	1/12/2025 17:10	01/12/2025 17:14:41	AClark		Alarm
586	1/12/2025 11:43	01/12/2025 11:54:54	AHernandez1548		911 Hang up
544	1/12/2025 2:53	01/12/2025 02:57:06	AHernandez		Traffic Stop
425	1/11/2025 14:18	01/11/2025 15:01:33	BButner		Medical Call
412	1/11/2025 10:52	01/15/2025 06:35:05	AHernandez1548		Disturbance Family
409	1/11/2025 10:34	01/11/2025 16:40:08	AHernandez1548		Medical Call
395	1/11/2025 9:51	01/11/2025 10:06:48	HHornick		Traffic Enforcement
255	1/10/2025 14:36	01/10/2025 14:39:53	HHornick		Traffic Enforcement
232	1/10/2025 12:07	01/10/2025 12:13:43	HHornick		Traffic Stop
231	1/10/2025 11:50	01/10/2025 11:55:02	HHornick		Traffic Stop
228	1/10/2025 11:40	01/10/2025 11:43:58	HHornick		Traffic Stop
224	1/10/2025 11:24	01/10/2025 11:28:38	HHornick		Traffic Stop
221	1/10/2025 11:14	01/10/2025 12:14:06	HHornick		Traffic Enforcement
210	1/10/2025 10:20	01/10/2025 10:27:33	BButner		Traffic Hazard
209	1/10/2025 10:12	01/10/2025 10:29:58	BButner		Traffic Stop
184	1/10/2025 8:10	01/10/2025 08:29:06	HHornick		Traffic Enforcement
153	1/9/2025 23:29	01/10/2025 00:01:37	RSmith		Alarm Residential Fire
152	1/9/2025 23:26	01/09/2025 23:34:25	TTipton		Business Check
112	1/9/2025 16:17	01/09/2025 16:50:47	HHornick		Extra Patrol
106	1/9/2025 15:30	01/09/2025 15:41:24	HHornick		Extra Patrol
96	1/9/2025 14:09	01/09/2025 14:34:56	HHornick		Extra Patrol
76	1/9/2025 11:59	01/09/2025 11:59:57	BButner		CPS Referral

Cleared Call Search Results

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Call Number	Create Date/Time	Closed Date/Time	Created By	Dispatch Position	Call Type
55	1/9/2025 10:07	01/09/2025 10:38:43	BButner		Alarm
890	1/8/2025 17:42	01/08/2025 18:03:52	AHernandez		Gas Line
870	1/8/2025 15:47	01/08/2025 16:03:57	Rangle		Reckless Driver
850	1/8/2025 14:54	01/08/2025 14:55:08	CStratton		Extra Patrol
848	1/8/2025 14:44	01/08/2025 14:49:20	CStratton		Extra Patrol
802	1/8/2025 11:17	01/08/2025 11:19:46	BGarza		Traffic Stop
791	1/8/2025 10:42	01/08/2025 10:46:10	BGarza		Traffic Stop
779	1/8/2025 9:30	01/08/2025 10:30:21	AClark		Suspicious Person/Vehicle
758	1/8/2025 8:06	01/08/2025 08:11:23	BButner		Civil Process
754	1/8/2025 7:47	01/08/2025 07:52:12	BButner		Civil Process
731	1/8/2025 3:12	01/08/2025 03:32:36	SJohnson		Alarm
728	1/8/2025 2:39	01/08/2025 03:02:38	SBart		Medical Call
663	1/7/2025 18:12	01/08/2025 00:33:30	Rangle		Accident Hit and Run
643	1/7/2025 16:24	01/07/2025 16:27:47	JMurphy		Traffic Stop
623	1/7/2025 14:29	01/07/2025 14:59:41	CStratton		Extra Patrol
586	1/7/2025 11:14	01/07/2025 11:34:09	SBurks		Alarm C/O
510	1/7/2025 1:29	01/07/2025 01:32:24	ZStimson		Neighborhood Check
498	1/6/2025 23:47	01/06/2025 23:53:55	SJohnson		Alarm Medical
435	1/6/2025 18:04	01/06/2025 18:34:01	SBart		Utility Poles/Lines
417	1/6/2025 16:16	01/06/2025 16:22:11	JMurphy		Traffic Stop
416	1/6/2025 16:10	01/06/2025 16:14:03	JMurphy		Traffic Stop
369	1/6/2025 12:39	01/06/2025 12:44:22	BGarza		Traffic Stop
312	1/6/2025 4:55	01/06/2025 05:18:43	SJohnson		Suspicious Activity

Cleared Call Search Results

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Call Number	Create Date/Time	Closed Date/Time	Created By	Dispatch Position	Call Type
248	1/5/2025 21:17	01/05/2025 21:25:03	ZStimson		Neighborhood Check
227	1/5/2025 19:21	01/05/2025 20:00:55	ZStimson		Extra Patrol
222	1/5/2025 19:00	01/06/2025 01:30:35	SBart		Harassment/Threat
220	1/5/2025 18:52	01/05/2025 19:19:12	SJohnson		Suspicious Activity
197	1/5/2025 15:47	01/05/2025 16:33:06	SBart		Accident Minor
162	1/5/2025 9:27	01/05/2025 09:33:17	MManning		Traffic Stop
153	1/5/2025 8:26	01/05/2025 09:43:19	AHernandez1548		Meet Complainant
109	1/4/2025 22:55	01/04/2025 22:58:56	AHernandez		Traffic Stop
92	1/4/2025 20:06	01/04/2025 20:43:44	AHernandez		Suspicious Person/Vehicle
68	1/4/2025 17:39	01/04/2025 18:24:33	AHernandez1548		Animal Loose Livestock
4	1/4/2025 7:44	01/04/2025 07:49:42	HHornick		Traffic Stop
971	1/4/2025 1:07	01/04/2025 01:22:15	RSmith		Alarm Residential Fire
831	1/3/2025 9:51	01/03/2025 09:59:55	HHornick		Traffic Stop
708	1/2/2025 19:08	01/02/2025 19:25:07	Rangle		Animal Loose Livestock
707	1/2/2025 19:00	01/02/2025 21:52:25	Rangle		Medical Call
658	1/2/2025 14:13	01/02/2025 14:33:19	AHernandez		Burglary Vehicle
644	1/2/2025 11:14	01/02/2025 11:59:26	SBurks		Animal Loose Livestock
637	1/2/2025 10:43	01/02/2025 10:43:26	BButner		CPS Referral
634	1/2/2025 10:27	01/02/2025 10:43:04	HHornick		Traffic Stop
595	1/2/2025 4:27	01/02/2025 04:57:35	SJohnson		Alarm
504	1/1/2025 14:23	01/01/2025 14:27:03	HHornick		Traffic Stop

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Police Call Type	Fire Call Type	EMS Call Type	Location
Traffic Stop			S STATE HIGHWAY 205 / KLUTTS RD, MCLENDON CHISHOLM
	Medical Call	Medical Call	1413 CORRARA DR, MCLENDON CHISHOLM
	Medical Call	Medical Call	1802 AMALFI DR, MCLENDON CHISHOLM
Traffic Stop			1100 N STATE HIGHWAY 205 BLK, MCLENDON CHISHOLM
Traffic Stop			1282 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Accident Major	Accident Major	Accident Major	N STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM
Traffic Stop			SAN DONATO LN / FREDIANO LN, MCLENDON CHISHOLM
Follow Up			120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
	Medical Call	Medical Call	358 E FM 550, MCLENDON CHISHOLM
Motorist Assist	Traffic Control		447 KLUTTS RD, MCLENDON CHISHOLM
Extra Patrol			120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Hazard			DOWELL RD / E FM 550, MCLENDON CHISHOLM
Fire Structure	Fire Structure		3063 W FM 550, MCLENDON CHISHOLM
Assault		Assault	120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			1148 VIA TOSCANA LN, MCLENDON CHISHOLM
Traffic Enforcement			1100 VIA TOSCANA LN BLK, MCLENDON CHISHOLM
Alarm			1911 FREDIANO LN, MCLENDON CHISHOLM
CPS Referral			1954 BENEDETTO WAY, MCLENDON CHISHOLM
Abandoned Vehicle			5763 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Suspicious Person/Vehicle			1600 SALVATORE LN, MCLENDON CHISHOLM
Reckless Driver			N STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM
Civil Process			26 WINDSOR DR, MCLENDON CHISHOLM
Civil Process			421 CATTLE BARRON DR, MCLENDON CHISHOLM

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Police Call Type	Fire Call Type	EMS Call Type	Location
Traffic Stop			SALVATORE LN / PUGLIA CT, MCLENDON CHISHOLM
Extra Patrol			704 KENSINGTON DR, MCLENDON CHISHOLM
Meet Complainant			22 WINDSOR DR, MCLENDON CHISHOLM
	Assist Public		1537 FIRENZA CT, MCLENDON CHISHOLM
	Medical Call	Medical Call	800 CROMWELL CT, MCLENDON CHISHOLM
Extra Patrol			2 FIRESIDE DR, MCLENDON CHISHOLM
Alarm			1610 SECCO WAY, MCLENDON CHISHOLM
	Alarm Residential Fire		1706 VOLTERA DR, MCLENDON CHISHOLM
Animal Bite/Attack			101 LAVENDER PLACE, MCLENDON CHISHOLM
Shots Fired			804 ABINGTON WAY, MCLENDON CHISHOLM
Accident Minor	Accident Minor		E FM 550 / N STATE HIGHWAY 205, MCLENDON CHISHOLM
Alarm			772 KENSINGTON DR, MCLENDON CHISHOLM
Fraud			1796 BERTINO WAY, MCLENDON CHISHOLM
Traffic Enforcement			1100 VIA TOSCANA LN BLK, MCLENDON CHISHOLM
	Fire		776 KENSINGTON DR, MCLENDON CHISHOLM
	Medical Call	Medical Call	120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			VIA TOSCANA LN / RIPASSO WAY, MCLENDON CHISHOLM
Neighborhood Check			1866 NAVARRE WAY, MCLENDON CHISHOLM
Follow Up			1371 W FM 550, MCLENDON CHISHOLM
Traffic Stop			S STATE HIGHWAY 205 / VIA TOSCANA LN, MCLENDON CHISHOLM
Traffic Stop			N STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM
Theft			1028 KINGSBRIDGE LN, MCLENDON CHISHOLM
	Medical Call	Medical Call	106 PADDOCK LN, MCLENDON CHISHOLM

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Police Call Type	Fire Call Type	EMS Call Type	Location
Fraud			1312 LIVORNO DR, MCLENDON CHISHOLM
Traffic Stop			N STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM
Traffic Stop			203 W FM 550, MCLENDON CHISHOLM
Warrant Service			1327 LIVORNO DR, MCLENDON CHISHOLM
Accident Minor	Accident Hit and Run		N STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM
Open Door			1600 FIRENZA CT, MCLENDON CHISHOLM
	Gas Line		423 ESTATE LN, MCLENDON CHISHOLM
	Odor Investigation		N STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM
	Odor Investigation		204 HEIRLOOM DR, MCLENDON CHISHOLM
Assist Public	Assist Public		1537 FIRENZA CT, MCLENDON CHISHOLM
	Medical Call	Medical Call	1918 GALENDA DR, MCLENDON CHISHOLM
	Medical Call	Medical Call	31 FIRESIDE DR, MCLENDON CHISHOLM
Reckless Driver			5757 S STATE HIGHWAY 205, MCLENDON CHISHOLM
	Medical Call	Medical Call	100 PADDOCK LN, MCLENDON CHISHOLM
Traffic Hazard			N STATE HIGHWAY 205 / PULLEN RD, MCLENDON CHISHOLM
Traffic Stop			EDWARDS RD / RONDINELLA DR, MCLENDON CHISHOLM
Extra Patrol			2 FIRESIDE DR, MCLENDON CHISHOLM
Repo/Private Tow			1636 VENETO DR, MCLENDON CHISHOLM
Extra Patrol			118 HARVEST RIDGE CV, MCLENDON CHISHOLM
Extra Patrol			0 WINDSOR DR BLK, MCLENDON CHISHOLM
	Alarm Residential Fire		1910 SICILIA LN, MCLENDON CHISHOLM
911 Hang up			2740 RIDGELAKE LN, MCLENDON CHISHOLM
Alarm			701 KENSINGTON DR, MCLENDON CHISHOLM

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Police Call Type	Fire Call Type	EMS Call Type	Location
Traffic Hazard			644 EDWARDS RD, MCLENDON CHISHOLM
Business Check			120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			N STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM
	Medical Call	Medical Call	1627 RIPASSO WAY, MCLENDON CHISHOLM
Alarm			1652 VISTA CT, MCLENDON CHISHOLM
Alarm			1655 VISTA CT, MCLENDON CHISHOLM
Accident Minor	Accident Minor		S STATE HIGHWAY 205 / KLUTTS RD, MCLENDON CHISHOLM
Traffic Stop			1854 COSTA VERDE DR, MCLENDON CHISHOLM
Traffic Hazard			EDWARDS RD / VIDAL LN, MCLENDON CHISHOLM
Traffic Hazard			EDWARDS RD / SAN DONATO LN, MCLENDON CHISHOLM
Traffic Hazard			EDWARDS RD / RONDINELLA DR, MCLENDON CHISHOLM
Traffic Hazard			EDWARDS RD / BENEDETTO WAY, MCLENDON CHISHOLM
	Alarm Medical	Alarm Medical	2315 W FM 550, MCLENDON CHISHOLM
Accident Minor	Accident Minor		120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			S STATE HIGHWAY 205 / LEAGUE RD, MCLENDON CHISHOLM
Sex Offense			1760 AMALFI DR, MCLENDON CHISHOLM
Civil Process			26 WINDSOR DR, MCLENDON CHISHOLM
Assist Other Agency			S STATE HIGHWAY 205 / KLUTTS RD, MCLENDON CHISHOLM
Alarm			1100 KINGSTON CT, MCLENDON CHISHOLM
	Medical Call	Medical Call	1110 CAMBRIDGE CT, MCLENDON CHISHOLM
Meet Complainant			378 HACKBERRY CREEK RD, MCLENDON CHISHOLM
	Medical Call	Medical Call	1810 BELLAGIO LN, MCLENDON CHISHOLM
Reckless Driver			S STATE HIGHWAY 205 / KLUTTS RD, MCLENDON CHISHOLM

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Police Call Type	Fire Call Type	EMS Call Type	Location
	Alarm Residential Fire		1409 AREZZO LN, MCLENDON CHISHOLM
Civil Process			26 WINDSOR DR, MCLENDON CHISHOLM
Civil Process			1826 VERONA LN, MCLENDON CHISHOLM
	Odor Investigation		1020 ABBEY LN, MCLENDON CHISHOLM
Extra Patrol			1100 NEWCASTLE DR BLK, MCLENDON CHISHOLM
	Alarm Medical	Alarm Medical	2315 W FM 550, MCLENDON CHISHOLM
Extra Patrol			1860 CONNIE LN, MCLENDON CHISHOLM
Theft			1732 GRENACHE DR, MCLENDON CHISHOLM
Traffic Stop			S STATE HIGHWAY 205 / LEAGUE RD, MCLENDON CHISHOLM
Open Door			1700 BERTINO WAY, MCLENDON CHISHOLM
Traffic Stop			S STATE HIGHWAY 205 / KENSINGTON DR, MCLENDON CHISHOLM
Meet Complainant			1730 BERTINO WAY, MCLENDON CHISHOLM
Animal Loose Livestock			E FM 550 / FM 1139, MCLENDON CHISHOLM
Extra Patrol			3 WINTER HAWK DR, MCLENDON CHISHOLM
Disturbance			1730 BERTINO WAY, MCLENDON CHISHOLM
Traffic Stop			535 RABBIT RIDGE RD, MCLENDON CHISHOLM
Traffic Stop			151 N STATE HIGHWAY 205, MCLENDON CHISHOLM
Civil Process			1826 VERONA LN, MCLENDON CHISHOLM
Accident Minor	Accident Minor		S STATE HIGHWAY 205 / KENSINGTON DR, MCLENDON CHISHOLM
Business Check			1388 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			N STATE HIGHWAY 205 / TUCKER RD, MCLENDON CHISHOLM
Traffic Stop			1051 N STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			VIA TOSCANA LN / BERTINO WAY, MCLENDON CHISHOLM

Police Call Type	Fire Call Type	EMS Call Type	Location
Disturbance			1730 BERTINO WAY, MCLENDON CHISHOLM
Alarm	Alarm Residential Fire		1749 AMARONE LN, MCLENDON CHISHOLM
911 Hang up			21 FIRESIDE DR, MCLENDON CHISHOLM
Traffic Stop			N STATE HIGHWAY 205 / E FM 550, MCLENDON CHISHOLM
Medical Call	Medical Call		1708 SALVATORE LN, MCLENDON CHISHOLM
Disturbance Family			830 FM 1139, MCLENDON CHISHOLM
			784 KENSINGTON DR, MCLENDON CHISHOLM
Traffic Enforcement			1200 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Enforcement			1200 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			605 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			1114 VIA TOSCANA LN, MCLENDON CHISHOLM
Traffic Stop			1200 S STATE HIGHWAY 205 BLK, MCLENDON CHISHOLM
Traffic Stop			1384 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Enforcement			1200 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Hazard			EDWARDS RD / BENEDETTO WAY, MCLENDON CHISHOLM
Traffic Stop			NAVARRE WAY / GODELLO DR, MCLENDON CHISHOLM
Traffic Enforcement			1200 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Alarm Residential Fire	Alarm Residential Fire		425 CATTLE BARRON DR, MCLENDON CHISHOLM
Business Check			120 N STATE HIGHWAY 205, MCLENDON CHISHOLM
Extra Patrol			1200 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Extra Patrol			1200 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Extra Patrol			1200 S STATE HIGHWAY 205, MCLENDON CHISHOLM
CPS Referral			1506 CORRARA DR, MCLENDON CHISHOLM

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Police Call Type	Fire Call Type	EMS Call Type	Location
Alarm	Gas Line		1371 W FM 550, MCLENDON CHISHOLM
			1618 SALVATORE LN, MCLENDON CHISHOLM
Reckless Driver			S STATE HIGHWAY 205 / KLUTTS RD, MCLENDON CHISHOLM
Extra Patrol			1999 FM 1139, MCLENDON CHISHOLM
Extra Patrol			14 WINDSOR DR, MCLENDON CHISHOLM
Traffic Stop			1132 VIA TOSCANA LN, MCLENDON CHISHOLM
Traffic Stop			1300 VIA TOSCANA LN BLK, MCLENDON CHISHOLM
Suspicious Person/Vehicle			1672 VENETO DR, MCLENDON CHISHOLM
Civil Process			26 WINDSOR DR, MCLENDON CHISHOLM
Civil Process			1826 VERONA LN, MCLENDON CHISHOLM
Alarm	Medical Call	Medical Call	1766 AMALFI DR, MCLENDON CHISHOLM
			90 WINDSOR DR, MCLENDON CHISHOLM
Accident Hit and Run			N STATE HIGHWAY 205 / BRIGGS RD, MCLENDON CHISHOLM
Traffic Stop			1200 SPRINGS WAY BLK, MCLENDON CHISHOLM
Extra Patrol	Alarm C/O		5 WINTER HAWK DR, MCLENDON CHISHOLM
			1718 GODELLO DR, MCLENDON CHISHOLM
Neighborhood Check			1596 VIA TOSCANA LN, MCLENDON CHISHOLM
	Alarm Medical	Alarm Medical	1412 CORRARA DR, MCLENDON CHISHOLM
	Utility Poles/Lines		630 KLUTTS RD, MCLENDON CHISHOLM
Traffic Stop			375 PULLEN RD, MCLENDON CHISHOLM
Traffic Stop			109 PULLEN RD, MCLENDON CHISHOLM
Traffic Stop			1100 VIA TOSCANA LN BLK, MCLENDON CHISHOLM
Suspicious Activity			305 PHEASANT HILL DR, MCLENDON CHISHOLM

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Police Call Type	Fire Call Type	EMS Call Type	Location
Neighborhood Check			1600 VISTA CT BLK, MCLENDON CHISHOLM
Extra Patrol			1021 KINGSBRIDGE LN, MCLENDON CHISHOLM
Harassment/Threat			111 MEADOWPARK LN, MCLENDON CHISHOLM
Suspicious Activity			NAVARRE WAY / RONDINELLA DR, MCLENDON CHISHOLM
Accident Minor	Accident Minor		PULLEN RD / N STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			1383 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Meet Complainant			1736 AMALFI DR, MCLENDON CHISHOLM
Traffic Stop			FM 1139 / E FM 550, MCLENDON CHISHOLM
Suspicious Person/Vehicle			SECCO WAY / DOLCE LN, MCLENDON CHISHOLM
Animal Loose Livestock			W FM 550 / S SMITH RD, MCLENDON CHISHOLM
Traffic Stop			1114 VIA TOSCANA LN, MCLENDON CHISHOLM
	Alarm Residential Fire		1810 VERONA LN, MCLENDON CHISHOLM
Traffic Stop			127 N STATE HIGHWAY 205, MCLENDON CHISHOLM
Animal Loose Livestock			FM 1139 / ARTESIA LN, MCLENDON CHISHOLM
Deceased Person	Medical Call	Medical Call	1490 CORRARA DR, MCLENDON CHISHOLM
Burglary Vehicle			1479 CORRARA DR, MCLENDON CHISHOLM
Animal Loose Livestock			E FM 550 / FM 1139, MCLENDON CHISHOLM
CPS Referral			336 BESTOWAL LN, MCLENDON CHISHOLM
Traffic Stop			949 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Alarm			1388 S STATE HIGHWAY 205, MCLENDON CHISHOLM
Traffic Stop			1116 VIA TOSCANA LN, MCLENDON CHISHOLM

State	Primary Unit	Additional Units	Secondary Unit Location	Primary Officer	Canceled Flag	Primary Incident
TX	544	False		544	False	2025-00002354
TX	MCFDS221	True			False	2025-00000084
TX	MCFDS221	True			False	2025-00000083
TX	519	False		519	False	2025-00002328
TX	522	False		522	False	2025-00002317
TX	542	True		542	False	2025-00002301
TX	542	False		542	False	2025-00002245
	522	False		522	False	2025-00002234
TX	MCFDS221	True			False	2025-00000075
TX	551	True		551	False	2025-00002183
TX	546	False		546	False	2025-00002180
TX	546	False		546	False	2025-00002179
TX	546	True		546	False	2025-00002178
	546	True	600	546	False	2025-00002172
TX	549	True		549	False	2025-00002161
TX	559	True		559	False	2025-00002160
TX	522	True		522	False	2025-00002158
TX	535	False		535	False	2025-00002146
TX	549	True		549	False	2025-00002119
TX	541	False		541	False	2025-00002077
TX		False			False	
TX	572	False		572	False	2025-00002038
TX	573	False		573	False	2025-00002021

State	Primary Unit	Additional Units	Secondary Unit Location	Primary Officer	Canceled Flag	Primary Incident
TX	568	False		568	False	2025-00001996
TX	539	False		539	False	2025-00001976
TX	539	False		539	False	2025-00001969
TX	MCFDS221	False			False	2025-00000067
TX	MCFDS221	True			False	2025-00000066
TX	539	False		539	False	2025-00001942
TX	538	True		538	False	2025-00001904
TX	MCFDS221	True			False	2025-00000061
TX	549	True		549	False	2025-00001854
TX	551	True		551	False	2025-00001836
TX	546	True		546	False	2025-00001817
TX	543	True		543	False	2025-00001816
TX	542	False		542	False	2025-00001813
TX	559	True		559	False	2025-00001808
TX	MCFDS221	True			False	2025-00000060
	MCFDE221	True			False	2025-00000059
TX	559	True		559	False	2025-00001783
TX	559	False		559	False	2025-00001782
	551	True		551	False	2025-00001774
TX	543	False		543	False	2025-00001745
TX	544	False		544	False	2025-00001730
TX	551	True		551	False	2025-00001721
TX	MCFDS221	True			False	2025-00000057

State	Primary Unit	Additional Units	Secondary Unit Location	Primary Officer	Canceled Flag	Primary Incident
TX	551	True		551	False	2025-00001715
TX	549	True		549	False	2025-00001696
TX	522	False		522	False	2025-00001692
TX	529	True		529	False	2025-00001691
TX	551	True		551	False	2025-00001649
TX	568	False		568	False	2025-00001620
TX	MCFDS221	True			False	2025-00000054
TX	MCFDS221	True			False	2025-00000053
TX	MCFDS221	True			False	2025-00000052
TX	MCFDS221	False			False	2025-00000051
TX	MCFDE221	True			False	2025-00000050
TX	MCFDS221	True			False	2025-00000049
		False			False	
TX	MCFDS221	True			False	2025-00000047
TX	539	False		539	False	2025-00001568
TX	545	False		545	False	2025-00001548
TX	539	False		539	False	2025-00001508
TX	1542	False			False	2025-00001478
TX	539	False		539	False	2025-00001471
TX	539	False		539	False	2025-00001469
TX	MCFDS221	True			False	2025-00000044
TX	556	True		556	False	2025-00001414
TX	556	True		556	False	2025-00001411

State	Primary Unit	Additional Units	Secondary Unit Location	Primary Officer	Canceled Flag	Primary Incident
TX	531	False		531	False	2025-00001404
TX	546	False		546	False	2025-00001399
TX	546	False		546	False	2025-00001391
TX	MCFDS221	True			False	2025-00000043
TX	548	True		548	False	2025-00001386
TX	546	True		546	False	2025-00001383
TX	MCFDS221	True			False	2025-00000042
TX	519	False		519	False	2025-00001340
TX	522	False		522	False	2025-00001319
TX	522	False		522	False	2025-00001317
TX	522	False		522	False	2025-00001315
TX	522	False		522	False	2025-00001314
TX	MCFDS221	True			False	2025-00000041
	559	False		559	False	2025-00001281
TX	546	False		546	False	2025-00001248
TX	535	False		535	False	2025-00001198
TX	573	False		573	False	2025-00001191
TX	546	False		546	False	2025-00001161
TX	544	True		544	False	2025-00001143
TX	MCFDE221	True			False	2025-00000037
TX	522	False		522	False	2025-00001121
TX	MCFDE221	True			False	2025-00000035
TX	545	True	QT	545	False	2025-00001062

State	Primary Unit	Additional Units	Secondary Unit Location	Primary Officer	Canceled Flag	Primary Incident
TX	MCFDE221	True			False	2025-00000030
TX	573	False		573	False	2025-00001058
TX	573	False		573	False	2025-00001056
TX	MCFD	True			False	2025-00000029
TX	539	False		539	False	2025-00001050
TX	MCFDE221	True			False	2025-00000028
TX	558	False		558	False	2025-00001034
TX	538	True		538	False	2025-00001018
TX	568	False		568	False	2025-00000994
TX	551	False		551	False	2025-00000988
TX	568	False		568	False	2025-00000963
TX	531	False		531	False	2025-00000942
TX	539	False		539	False	2025-00000924
TX	539	False		539	False	2025-00000910
TX	539	True		539	False	2025-00000908
TX	538	False		538	False	2025-00000906
TX	538	False		538	False	2025-00000902
TX	573	False		573	False	2025-00000899
TX	538	True		538	False	2025-00000898
TX	541	False		541	False	2025-00000884
TX	568	False		568	False	2025-00000866
TX	568	False		568	False	2025-00000864
TX	568	False		568	False	2025-00000861

State	Primary Unit	Additional Units	Secondary Unit Location	Primary Officer	Canceled Flag	Primary Incident
TX	545	True		545	False	2025-00000850
TX	MCFDS221	True			False	2025-00000025
TX	538	True		538	False	2025-00000824
TX	544	False		544	False	2025-00000810
TX	MCFDS221	True			False	2025-00000020
TX	542	True		542	False	2011-00583447
TX		False			False	
TX	522	True		522	False	2025-00000765
TX	522	False		522	False	2025-00000706
TX	522	False		522	False	2025-00000699
TX	522	False		522	False	2025-00000698
TX	522	False		522	False	2025-00000697
TX	522	False		522	False	2025-00000693
TX	522	True		522	False	2025-00000692
TX	522	False		522	False	2025-00000684
TX	540	True		540	False	2025-00000683
TX	522	False		522	False	2025-00000665
TX	MCFDS221	True			False	2025-00000019
TX	543	False		543	False	2025-00000644
TX	522	True		522	False	2025-00000630
TX	522	False		522	False	2025-00000626
TX	522	False		522	False	2025-00000624
TX	535	False		535	False	2025-00000609

State	Primary Unit	Additional Units	Secondary Unit Location	Primary Officer	Canceled Flag	Primary Incident
TX	518	True		518	False	2025-00000598
TX	MCFDS221	True			False	2025-00000015
TX	539	True		539	False	2025-00000532
TX	539	False		539	False	2025-00000526
TX	539	False		539	False	2025-00000524
TX	558	False		558	False	2025-00000508
TX	558	False		558	False	2025-00000503
TX	556	True		556	False	2025-00000501
TX	573	False		573	False	2025-00000497
TX	573	False		573	False	2025-00000496
TX	545	True		545	False	2025-00000484
TX	MCFDS221	True			False	2025-00000014
TX	566	True		566	False	2025-00000460
TX	538	False		538	False	2025-00000452
TX	539	False		539	False	2025-00000443
TX	MCFDS221	True			False	2025-00000013
TX	545	False		545	False	2025-00000394
TX	MCFDS221	True			False	2025-00000012
TX	MCFDS221	False			False	2025-00000009
TX	538	False		538	False	2025-00000356
TX	538	False		538	False	2025-00000355
TX	558	False		558	False	2025-00000340
TX	566	True		566	False	2025-00000313

State	Primary Unit	Additional Units	Secondary Unit Location	Primary Officer	Canceled Flag	Primary Incident
TX	545	False		545	False	2025-00000278
TX	545	True		545	False	2025-00000271
TX	566	True		566	False	2025-00000270
TX	566	True		566	False	2025-00000269
TX	556	True	SHELL 205/550	556	False	2025-00000268
TX	531	False		531	False	2025-00000261
TX	556	False		556	False	2025-00000259
TX	548	False		548	False	2025-00000246
TX	541	False	1764 SECCO WAY	541	False	2025-00000237
TX	548	False		548	False	2025-00000229
TX	522	False		522	False	2025-00000208
TX	MCFDS221	True			False	2025-00000005
TX	522	False		522	False	2025-00000143
TX	543	False		543	False	2025-00000090
TX	544	True		544	False	2025-00000089
TX	559	False		559	False	2025-00000080
TX	559	False		559	False	2025-00000079
TX	535	False		535	False	2025-00000076
TX	522	False		522	False	2025-00000074
TX	541	True		541	False	2025-00000066
TX	522	False		522	False	2025-00000037

Primary Incident ORI	Case Number	Beat	Quadrant	District
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC31X	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC41	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office				
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC31	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS

Primary Incident ORI	Case Number	Beat	Quadrant	District
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office				
TX303: McLendon-Chisholm Fire Department		24	MC12	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC12	ROCKWALL COUNTY EMS

Primary Incident ORI	Case Number	Beat	Quadrant	District
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		22	MC22	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		22	MC44	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		22	MC22	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		22	MC22	ROCKWALL COUNTY EMS
		24	MC12	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC35X	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC13	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS

Primary Incident ORI	Case Number	Beat	Quadrant	District
TX1990000: Rockwall County Sheriff's Office		24	MC35X	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC31	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC35X	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC35X	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC35X	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		22	MC41	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC13	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS

Primary Incident ORI	Case Number	Beat	Quadrant	District
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office				
TX303: McLendon-Chisholm Fire Department		22	MC41	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC42	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC31	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC31	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	H2G	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS

Primary Incident ORI	Case Number	Beat	Quadrant	District
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC35X	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS

Primary Incident ORI	Case Number	Beat	Quadrant	District
TX1990000: Rockwall County Sheriff's Office		22	MC44	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC13	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office				
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC13	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		22	MC44	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office				
TX1990000: Rockwall County Sheriff's Office		24	MC13	ROCKWALL COUNTY EMS

Primary Incident ORI	Case Number	Beat	Quadrant	District
TX1990000: Rockwall County Sheriff's Office				
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC31	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC33	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC31	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX303: McLendon-Chisholm Fire Department		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC12	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC13	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC31	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC22	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC33	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		22	MC45	ROCKWALL COUNTY EMS
TX1990000: Rockwall County Sheriff's Office		24	MC32	ROCKWALL COUNTY EMS



Community Waste Disposal Monthly Report to the City of McLendon-Chisholm

Jason Roemer *President*





Municipal Recycling Program



Single Stream Recycling

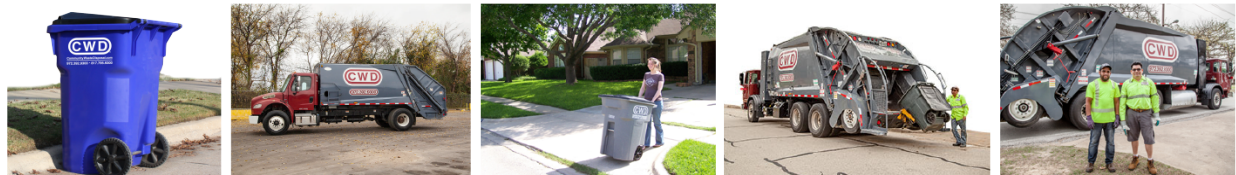
Participation in the Residential Curbside Recycling Program continues to demonstrate that residents of the City of McLendon-Chisholm are dedicated to the preservation of the Texas environment for future generations.

The chart below details the statistics of the CWD Residential Curbside Recycling Program.

	Dec-2024	Nov-2024	Oct-2024	Sep-2024	Aug-2024	Jul-2024	Jun-2024	May-2024	Apr-2024	Mar-2024	Feb-2024	Jan-2024
Homes	1,883	1,888	1,873	1,847	1,847	1,847	1,818	1,837	1,848	1,844	1,723	1,723
Resi Rcy Tonnage	48.13	37.27	29.24	50.36	33.15	35.86	39.09	60.91	32.53	30.81	41.12	25.08
Pounds / Home / Month	51.12	39.48	31.22	54.53	35.9	38.83	43	66.31	35.21	33.42	47.73	29.11



Municipal Service Inquiries



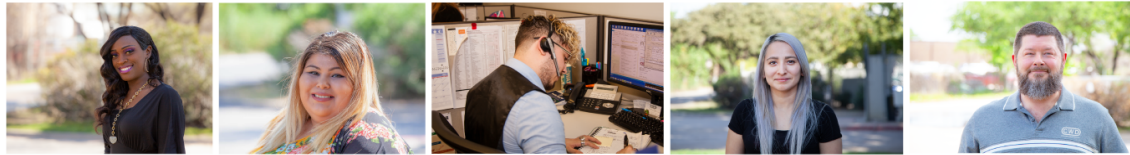
Residential Solid Waste Services

The Solid Waste Industry has a standard service inquiry ratio of 1.0 inquiries per 1,000 service opportunities.

	Dec-2024	Nov-2024	Oct-2024	Sep-2024	Aug-2024	Jul-2024	Jun-2024	May-2024	Apr-2024	Mar-2024	Feb-2024	Jan-2024
Service Opportunities	15,696	15,739	15,626	15,419	15,419	15,406	15,232	15,319	15,367	15,323	14,310	14,310
Service Inquiries	17	21	20	3	9	7	7	5	5	5	14	6
Per 1,000 Service Opps	1.08	1.33	1.28	0.19	0.58	0.45	0.46	0.33	0.33	0.33	0.98	0.42



Customer Service Inquiries - Detail



Good Service is Good Business

CWD's Customer Service Community is available to provide solutions via phone or online. Our efficient team is here to support the City of McLendon-Chisholm and we continually strive for top-notch performance to ensure residents receive the most value out of their waste and recycling services.

City Account Grievances for the Period of 12/01/02024 - 12/31/02024

Date	Account	Address	Service Type	Service Code
12/16/02024	108255-1436	ANTHONY J CRAWFORD		
				Total : 1
12/06/02024	108255-2351	1111 OXFORD CT	RESI-BULK	RESI R/L BULK
				Total RESI-BULK: 1
12/11/02024	108255-128	ASHLEY LEWIS	RESI-RECYCLE	SERVICE RCYCART
12/11/02024	108255-128	ASHLEY LEWIS	RESI-RECYCLE	SERVICE RCY BIN
12/20/02024	108255-1924	NADEJDA DAMASCHIN	RESI-RECYCLE	SERVICE RCYCART
12/20/02024	108255-2354	1930 BENEDETTO WAY	RESI-RECYCLE	SERVICE TRASH CART
				Total RESI-RECYCLE: 4
12/02/02024	108255-1671	JAMIE VILLALOBOS	RESI-TRASH	SERVICE TRASH CART
12/06/02024	108255-468	RANDY DAVIS	RESI-TRASH	SERVICE TRASH CART

12/06/02024	108255-2341	2337 FLORA DR	RESI-TRASH	SERVICE TRASH CART
12/13/02024	108255-1599	ANGELA SIKORSKY	RESI-TRASH	SERVICE TRASH CART
12/13/02024	108255-2354	1930 BENEDETTO WAY	RESI-TRASH	SERVICE TRASH CART
12/19/02024	108255-1293	MICHAEL & TERRY YANKOVICH	RESI-TRASH	NOTE
12/19/02024	108255-1336	JAMI LAIR	RESI-TRASH	SERVICE TRASH CART
12/19/02024	108255-1801	JEANNIE DEL RE	RESI-TRASH	NOTE
12/20/02024	108255-2354	1930 BENEDETTO WAY	RESI-TRASH	SERVICE TRASH CART
12/27/02024	108255-1466	LINDA LANDRUM	RESI-TRASH	SERVICE TRASH CART
12/28/02024	108255-2354	1930 BENEDETTO WAY	RESI-TRASH	SERVICE TRASH CART

Total RESI-TRASH: 11

Total Inquiries: 17

Call Type Summary:

Confined Animal (2)
Loose Dog (2)
Patrol (4)

Call

Address	Notes	Service / Type
12/2/2024 1211 Livorno	Caller had found the puppies in a construction site near her home. She brought them home and called us. Puppies where picked up, Vaccinated and Taken to the home shelter	Animal Control Confined Animal
12/11/2024 1403 Arezzo Lane	dog reported to have been running around for the last two days, stated to be friendly and will come up to you when she warms up. was UTL the dog upon arrival, did not see her around the neighborhood at all. likely hiding in the woods surrounding the neighborhood.	Animal Control Loose Dog
12/13/2024 Sonoma Verde Neighborhood	stray dog from the sonoma verde neighborhood in mclendon-chisholm. the dog did not have a chip but did have pretty bad fleas. picked up from the vet who was holding him for finder	Animal Control Confined Animal
12/18/2024 1350 S Smith Rd	two loose dogs playing in the road on smith rd and fm 550. arrived and was UTL the dogs, i did drive down to where the dogs live but was UTL them.	Animal Control Loose Dog

Patrol			
Address	Notes	Time In/Out	Service / Type
12/11/2024	patrolled the sonoma verde area, spoke to judy	10:30 am - 11:00 am Duration: .5 hours	Patrol Patrol
12/18/2024	patrolled the area while on a call, city hall was closed. nothing out of the ordinary in the area.	4:00 pm - 4:30 pm Duration: .5 hours	Patrol Patrol
12/3/2024	Patrolled the city for loose, stray, and deceased animals.	-	Patrol Patrol
12/23/2024	Patrolled the city for loose, stray, and deceased animals.	-	Patrol Patrol

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 February 11, 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. City staff has the authority to approve minor revisions to the Concept Plan as needed without amending this Agreement.

(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

DEVELOPMENT OF THE PROPERTY

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. The water infrastructure constructed on the Property will meet or exceed City standards.

4.2 Retail Sewer Service. There is no wastewater CCN for the Property. Based upon information furnished from Owner, the City acknowledges and agrees that there is sufficient available capacity to serve the full development of the Property with 370 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 370 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 "League Road Improvements"). No roadway impact fees are owed for the Property, because the Owner will construct the capital improvements for which a roadway impact fee may be assessed against the Property, and will be reimbursed from the proceeds of PID assessments. 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 League Road Improvements. The Owner is not responsible for any roadway improvements to Edwards Road abutting the Property.

4.5 Community Amenities. Prior to recording the final plat for phase 2 of the Property, the Owner agrees to design, develop and install amenities within the Property that will include at a minimum: an outdoor swimming pool, an amenity center building, and a playground with play equipment. The Owner agrees, to the extent practicable, to utilize native landscaping at the amenity center and all common spaces.

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 Owner 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 Owner 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 Owner'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. Owner 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	League Road 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 75246
 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



Map of Sonoma Verde East Development Agreement. All rights reserved. No part of this map may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage or retrieval system, without permission in writing from Kimley-Horn.

EXHIBIT B
Sonoma Verde East
February 2025

Kimley»Horn
400 West Oakmont Drive, Suite 100
Carmel, IN 46032
463-521-2222
State of Texas Registration No. 21-002

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 370. A minimum of 35% of the single family residential dwelling units must have a minimum lot width of 80 feet.
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. The homeowners association will be responsible for maintaining the trail system.
5. Perimeter fencing, landscaping, buffering and screening shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement, except for the following: (a) a solid masonry perimeter screening wall is permitted; (b) fencing of 4 feet or higher may be constructed of wrought iron; and (c) wood fencing may be a minimum of 6 feet high and a maximum of eight feet high.
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 League Road abutting the Property beginning at the intersection of League Road and Edwards Road and continuing to the intersection of Via Toscana Lane as depicted on **Exhibit H**.
 - 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 8,400	Single Family 9,600
Minimum lot width	70'	80'
Minimum lot depth for cul-de-sac and eyebrow lots	100'	100'
Minimum lot depth	115'	115'
Minimum lot area	8,400 SF	9,600 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	2,000 SF	2,100 SF
Minimum home size on the remainder of the lots	2,100 SF	2,200 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.

Replating. 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____.

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.

City Secretary, City of McLendon-Chisholm, Texas”

- (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.

20

- (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.

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

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.

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

- (c) Subdivision entryways.

- (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.

common

- (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)

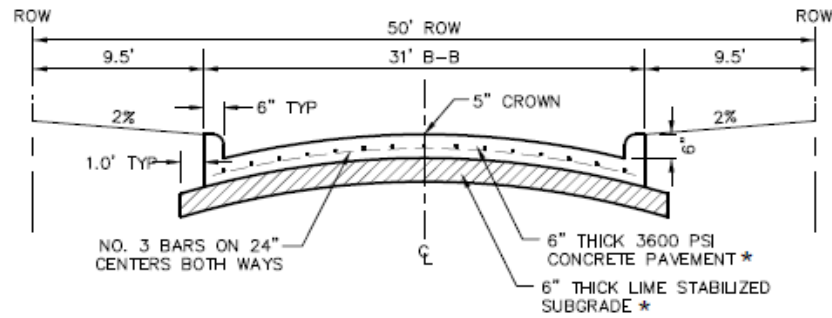
§ 10.03.009. Street names.

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

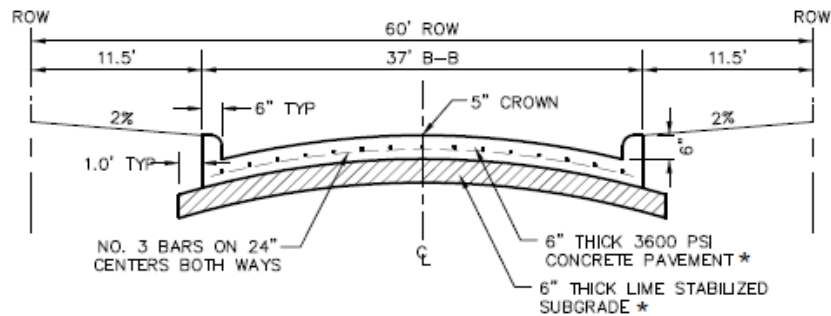
EXHIBIT E STREET SECTIONS



PARABOLIC STREET SECTION (LOCAL STREETS)

NTS

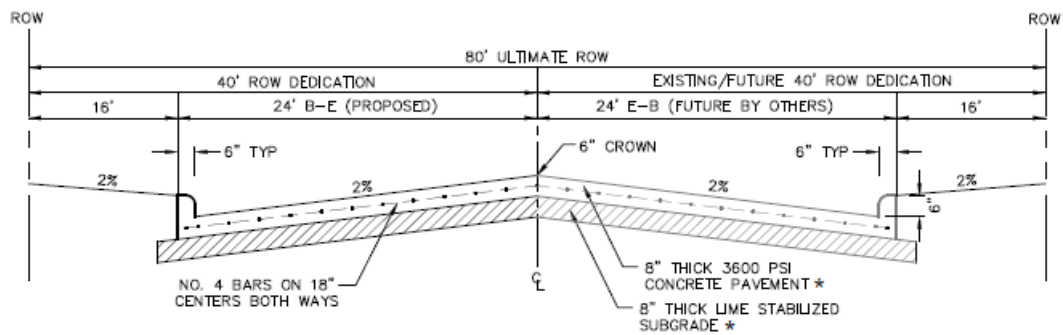
* NOTE: THESE REPRESENT THE MINIMUM PAVING STANDARDS. ALL PAVING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THE PHASE.



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

SUBDIVISION REGULATION

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

MCLENDON-CHISHOLM CODE

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

SUBDIVISION REGULATION

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

MCLENDON-CHISHOLM CODE

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' |

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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}
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 cursive script, 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

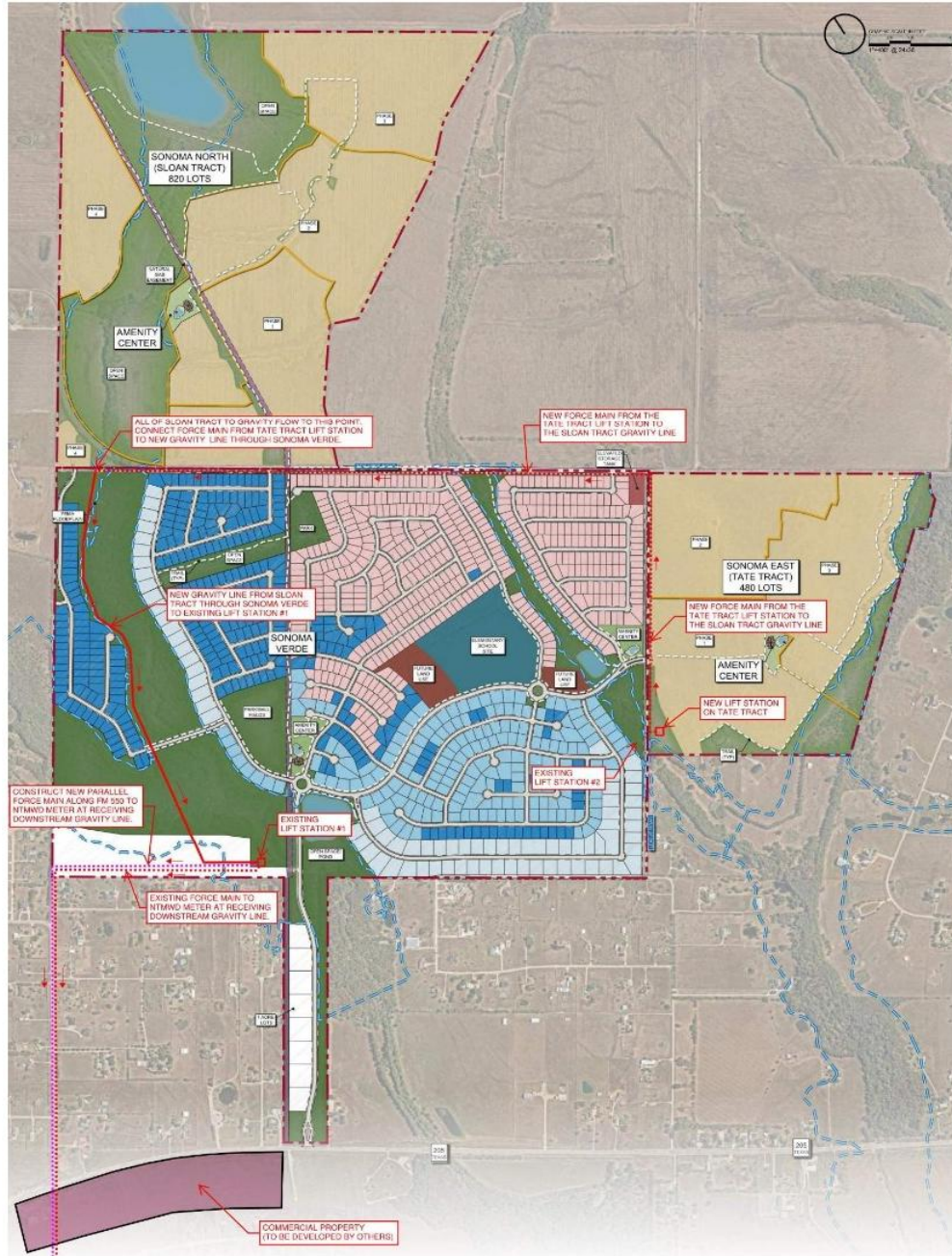


Figure 2



EXHIBIT H
LEAGUE ROAD IMPROVEMENTS



EXHIBIT I TRAIL PLAN



TRAILS + OPEN SPACE MASTER PLAN
DECEMBER 2024

Sonoma Verde East Development Agreement

Page 1
Exhibit I
1509.016/997970.14

**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 February 11, 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. City staff has the authority to approve minor revisions to the Concept Plan as needed without amending this Agreement.

(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

DEVELOPMENT OF THE PROPERTY

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. The water infrastructure constructed on the Property will meet or exceed City standards.

4.2 Retail Sewer Service. There is no wastewater CCN for the Property. Based upon information furnished from Owner, the City acknowledges and agrees that there is sufficient available capacity to serve the full development of the Property with 725 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 725 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 "Edwards Road Improvements"). No roadway impact fees are owed for the Property, because the Owner will construct the capital improvements for which a roadway impact fee may be assessed against the Property, and will be reimbursed from the proceeds of PID assessments. 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 Edwards Road Improvements.

4.5 Civic Site. The Owner will dedicate to the City a minimum 4-acre city services site in the southwest corner of the Property as depicted on the Concept Plan (the "Civic Site"). The Owner agrees to convey title to the Civic Site to the City by special warranty deed in one hundred eighty (180) days or less after closing. The City shall be responsible for ownership and maintenance of the Civic Site once it has been conveyed. The Civic Site may not be used for any nuisance use. Prior to the conveyance to the City, the Owner reserves the right to make and maintain any necessary temporary drainage improvements on the Civic Site, subject to City approval.

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 Owner 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 Owner 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 Owner'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. Owner 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	Edwards Road 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;

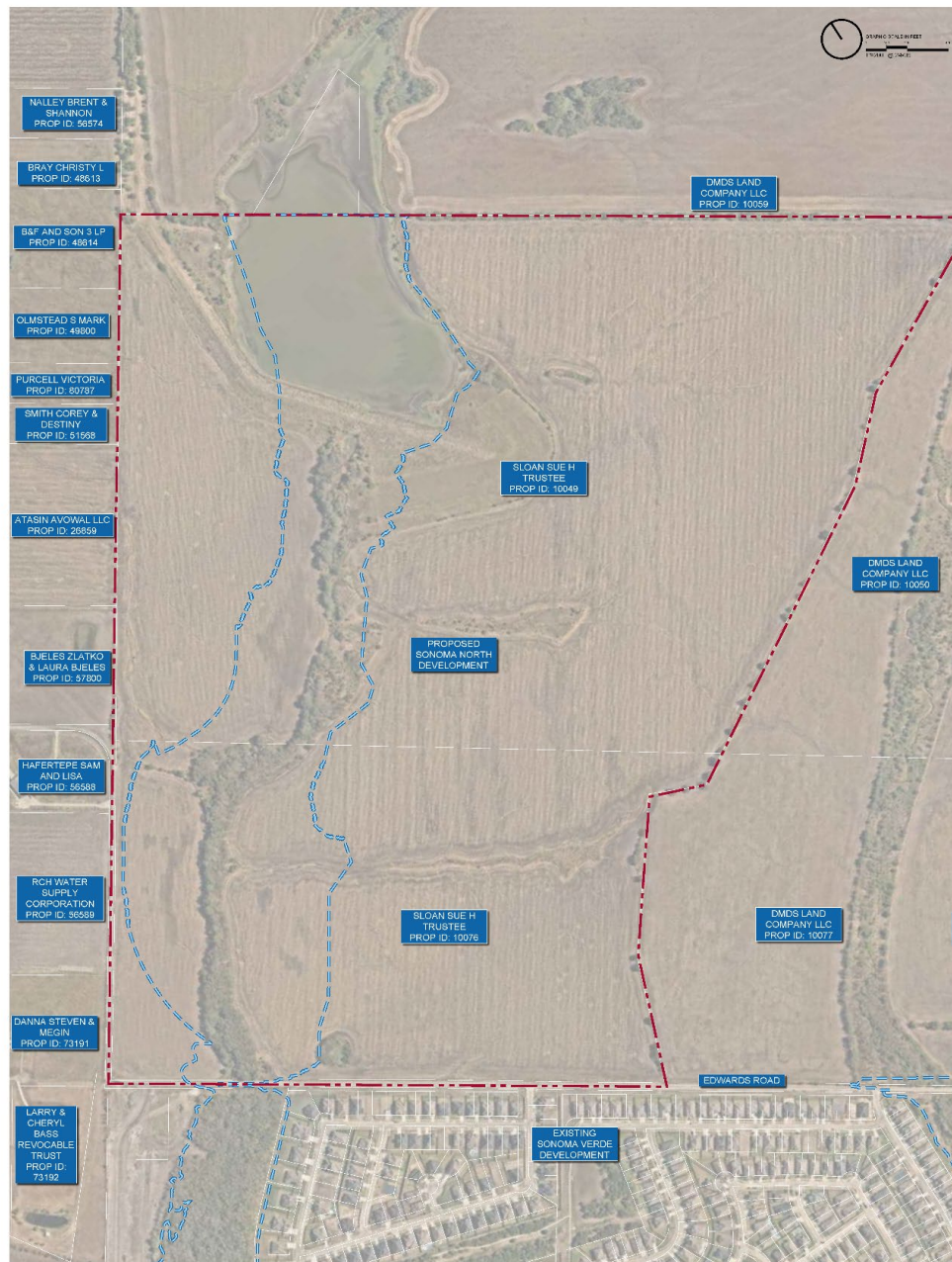
South 47°44'21" West, a distance of 385.24 feet to a 3/8" iron rod found for corner;

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 Oakview, Suite 100
 Rockwall, TX 75087
 Phone: 972-966-1000
 Email: info@kimleyhorn.com
 Project: Sonoma Verde North Tract
 Date: 07/24/24

THIS EXHIBIT IS A PRELIMINARY BOUNDARY EXHIBIT. IT IS NOT A LEGAL DOCUMENT. IT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES. IT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES. IT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES.

1. THE CITY OF MCLENDON CHISOLM, ROCKWALL COUNTY, TEXAS, HAS REVIEWED THIS EXHIBIT AND HAS DETERMINED THAT IT IS A PRELIMINARY BOUNDARY EXHIBIT. IT IS NOT A LEGAL DOCUMENT. IT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES. IT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES. IT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR INFORMATIONAL PURPOSES.

EXHIBIT B **CONCEPT PLAN**



Subject to change and the developer make changes to the map and is guaranteed is made that the will be as depicted.

SONOMA VERDE NORTH


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

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 725.
4. The 50' Lots are exclusively for age-restricted active adult community area (the "Age-Restricted Area") and may consist of no more than 375 lots. A minimum of 70 acres of the Property is required to be reserved for the Age-Restricted Area.
5. 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. The homeowners association will be responsible for maintaining the trail system.
6. Perimeter fencing, landscaping, buffering and screening shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement, except for the following: (a) a solid masonry perimeter screening wall is permitted; (b) fencing of 4 feet or higher may be constructed of wrought iron; and (c) wood fencing may be a minimum of 6 feet high and a maximum of eight feet high.
7. 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, except that masonry for the Age Restricted Area may also include cementitious material.
8. Building height and lot coverage shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement.
9. 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 and continues to the intersection of League Road 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 abutting 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.

10. Grading and drainage improvements shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement.
11. Tree preservation shall be governed exclusively by the requirements in the Sonoma Verde Development Agreement.
12. Oil and gas drilling, extraction and related surface activities are prohibited on the Property.
13. 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

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ARTICLE 10.03 STANDARD STREET SPECIFICATIONS AND CONSTRUCTION DETAILS IN SUBDIVISIONS

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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.

Replating. 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.

20

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

- (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)

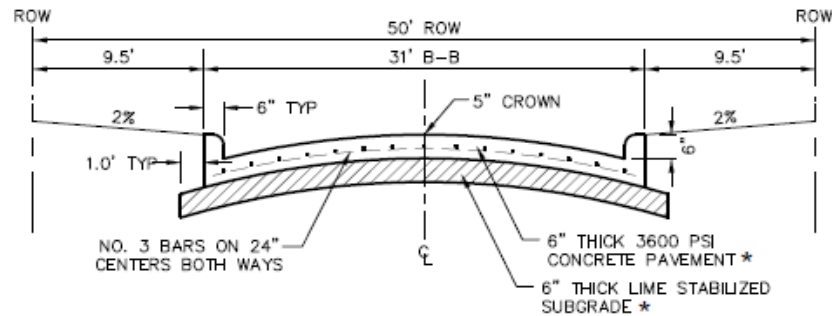
§ 10.03.009. Street names.

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

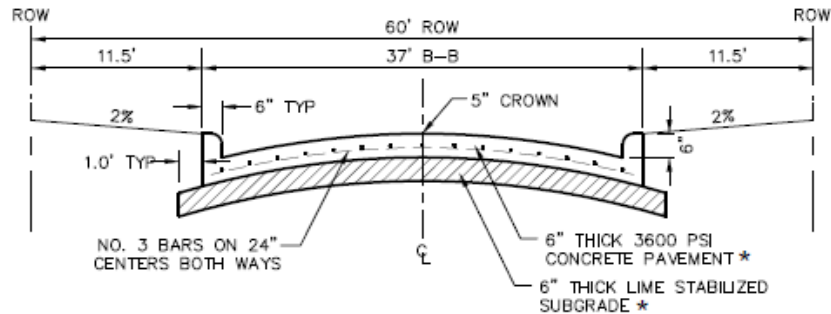
EXHIBIT E STREET SECTIONS



PARABOLIC STREET SECTION (LOCAL STREETS)

NTS

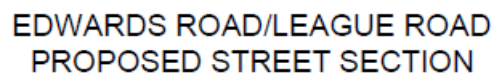
* NOTE: THESE REPRESENT THE MINIMUM PAVING STANDARDS. ALL PAVING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THE PHASE.



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

SUBDIVISION REGULATION

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

MCLENDON-CHISHOLM CODE

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

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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.

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

- (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:

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 Blackland Water Supply requirements

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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

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[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

MCLENDON-CHISHOLM CODE

- | | | | |
|-----|-------|---|--|
| | | 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 | |

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~~ ^{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

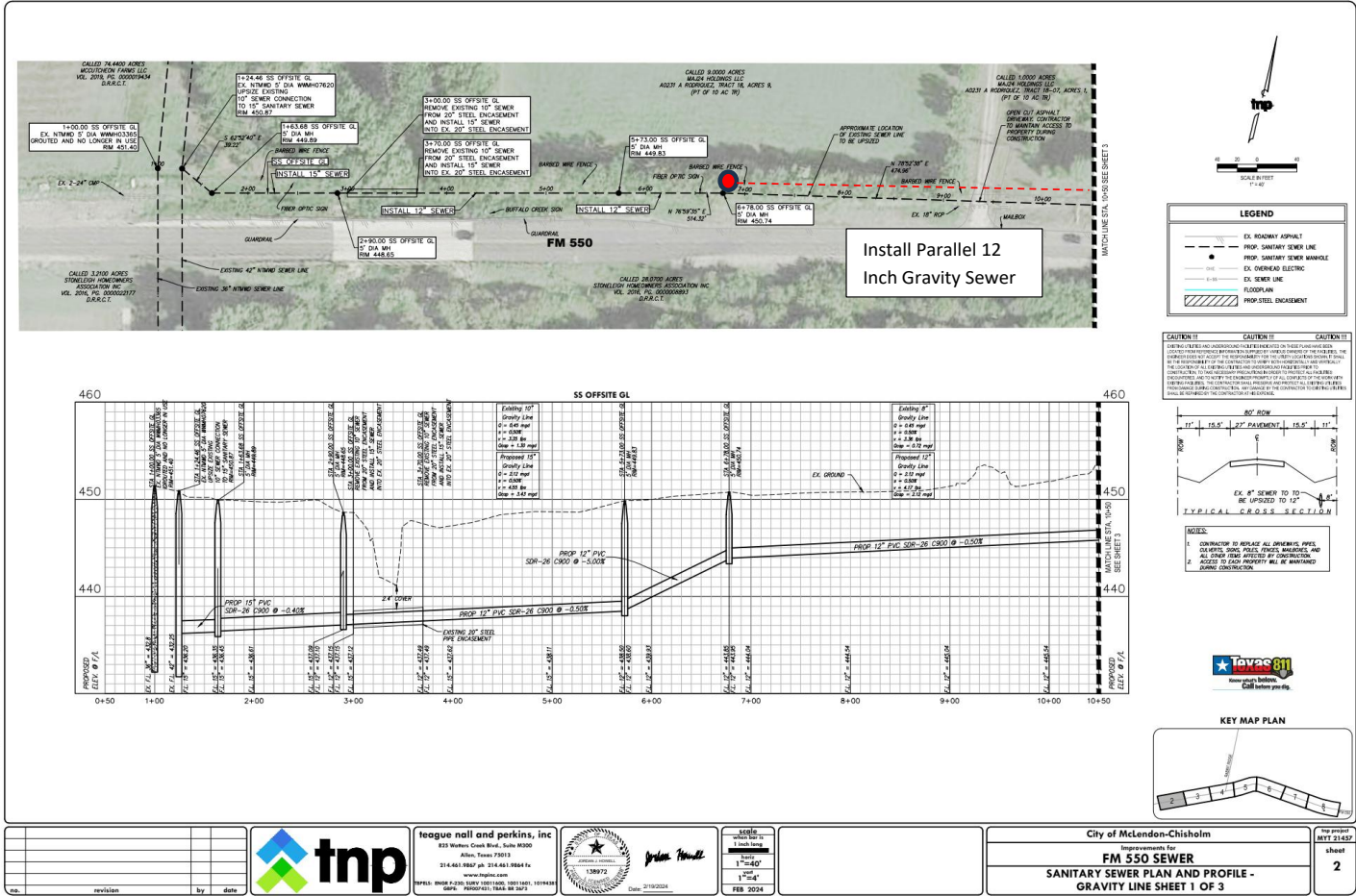
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY
LARRY J. FREEMAN, P.E. NO. 29907 ON JULY 30, 2024

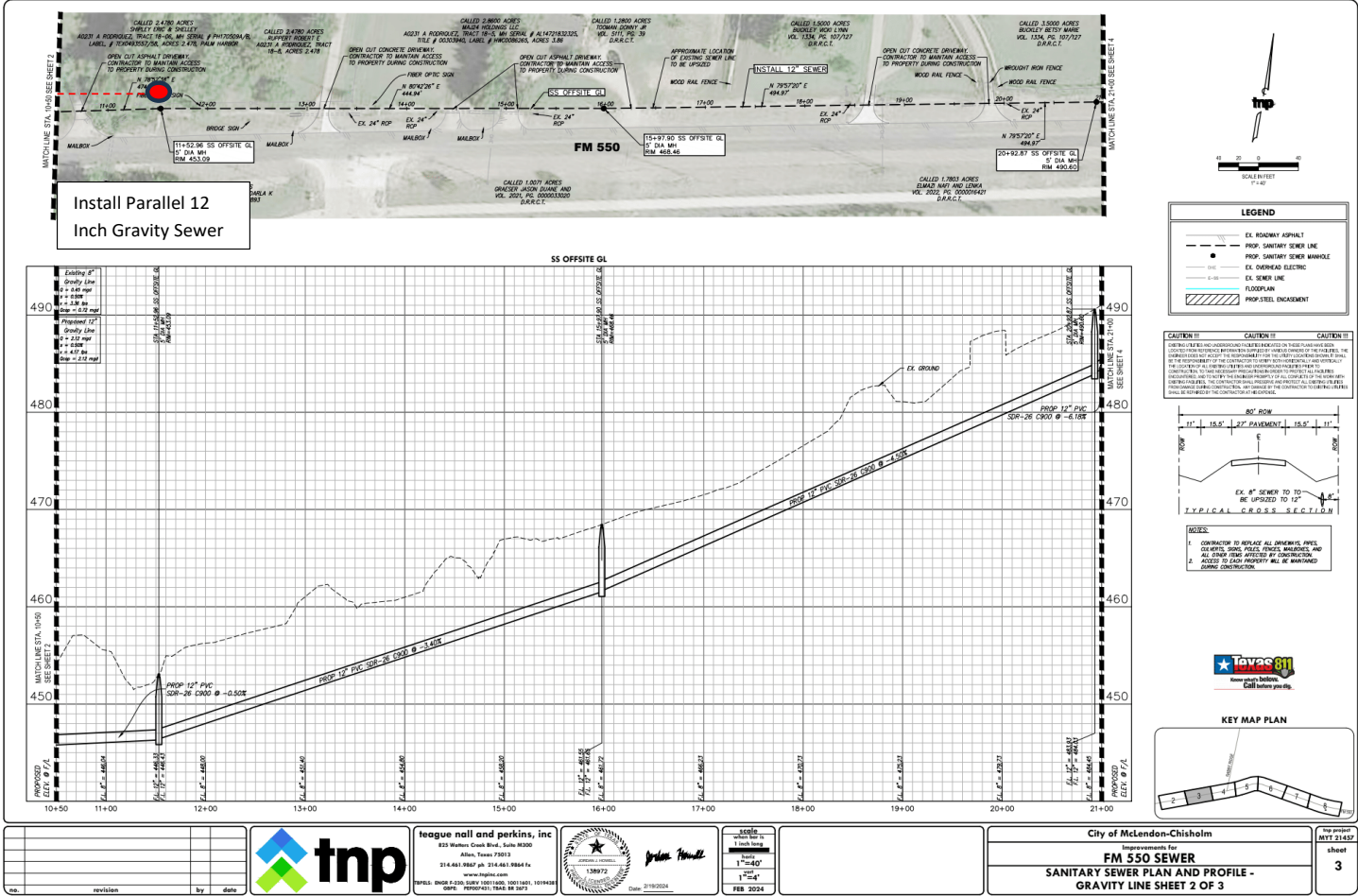
Sonoma Verde Gravity Sewer on FM 550
Engineer's Estimate of Probable Construction Cost

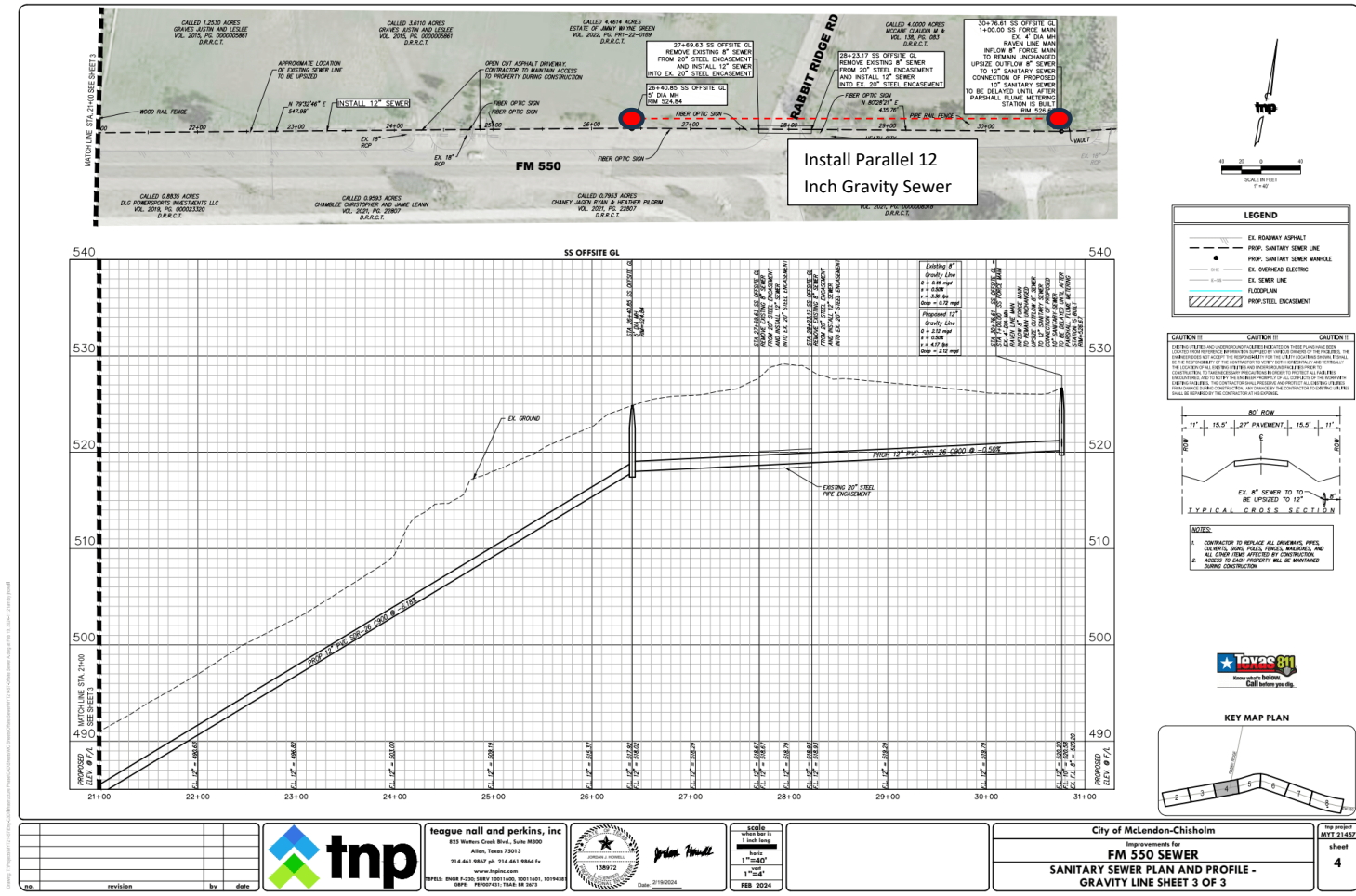
9/16/2024

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

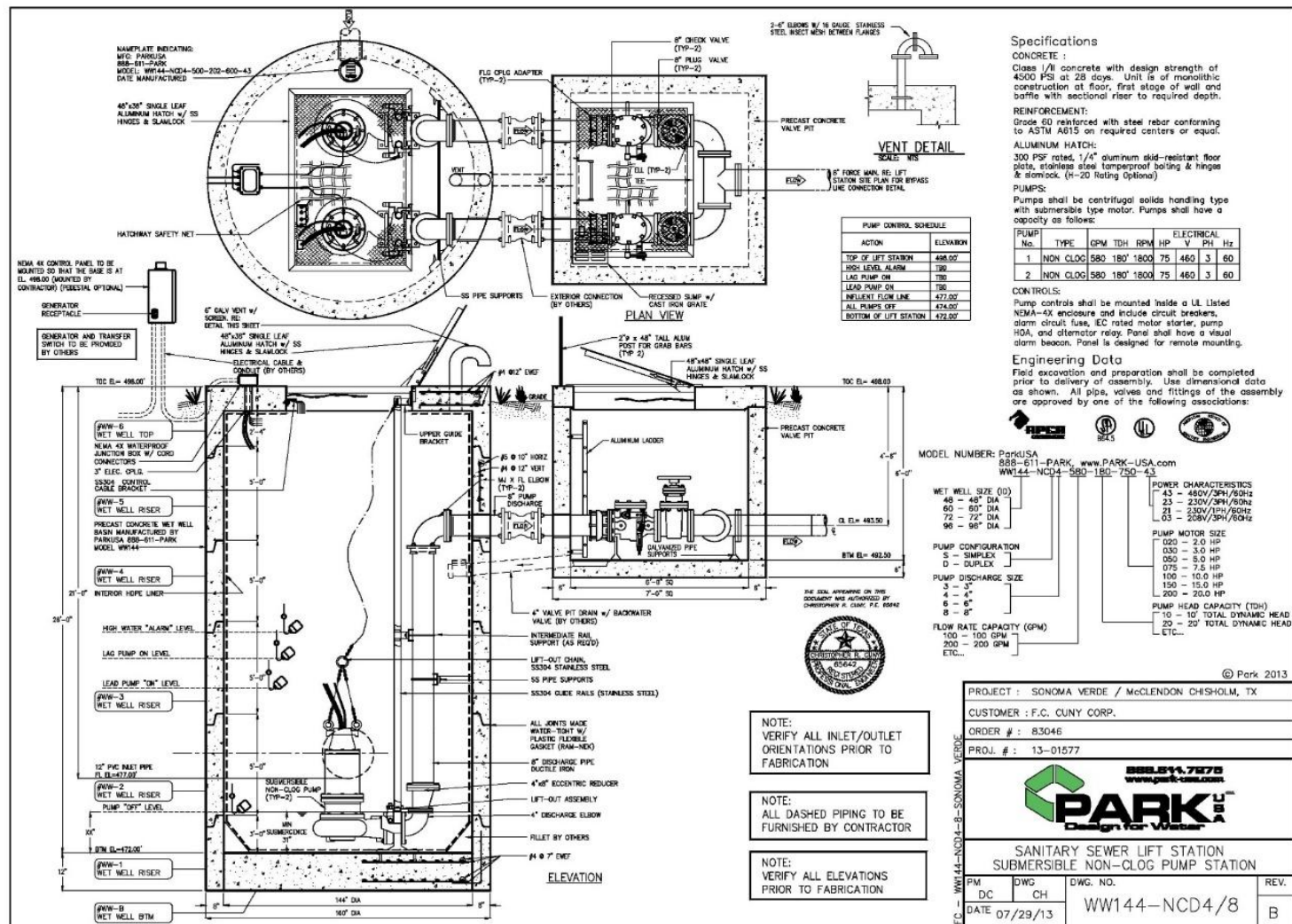
APPENDIX B
GRAVITY SEWER IMPROVEMENTS







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: ---

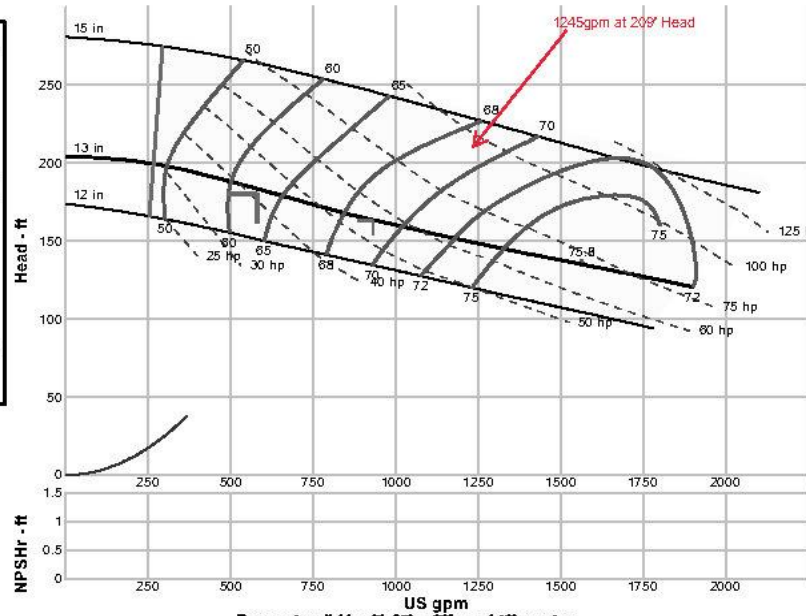
Motor:

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

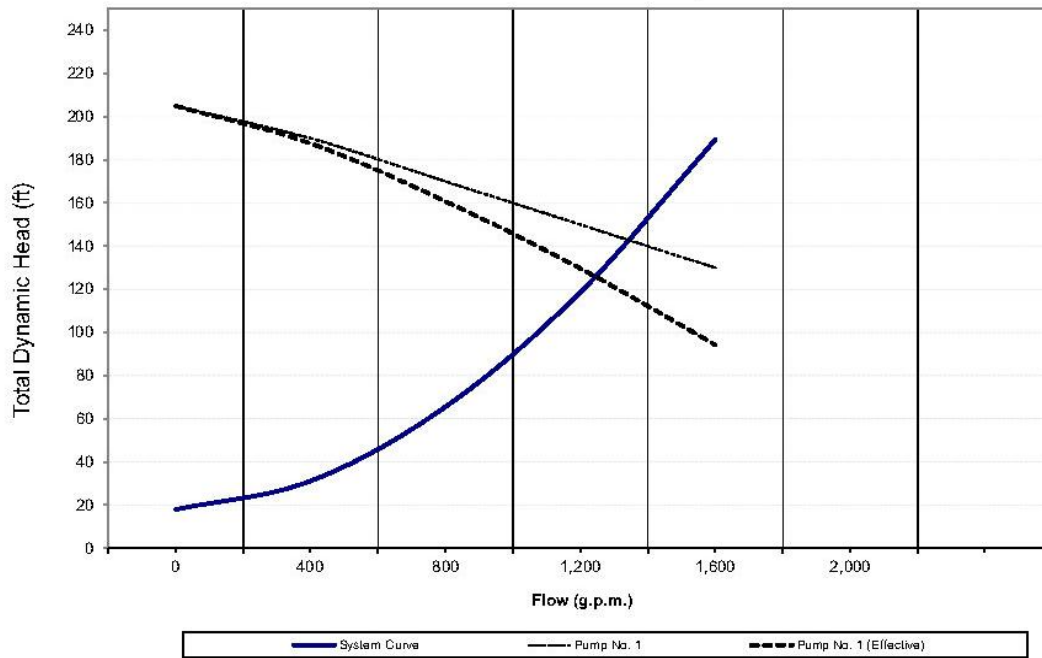


Pump not available with 25hp, 30hp and 40hp motors.

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
EDWARDS ROAD IMPROVEMENTS



EXHIBIT I **TRAIL PLAN**

