



**AGENDA
CITY COUNCIL MEETING
WEDNESDAY, APRIL 19, 2023
1371 WEST FM 550 - MCLENDON-CHISHOLM, TEXAS 75032
6:30 PM**

Page

1. CALL TO ORDER

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

3. RULES OF DECORUM

4. PROCLAMATIONS

- 4.1. Child Abuse Prevention and Awareness Month
[Child Abuse Awareness Month](#)

5. PRESENTATIONS

- 5.1. Presentation by MC Trilogy, Texas, LLC regarding the Trilogy development project. No action will be taken on this agenda item. The Trilogy development includes the following tracts of land in McLendon-Chisholm's jurisdiction; (1) an approximately 441.818 acre tract of land and an approximately 133.325 acre track of land generally located north of FM 550 and east and west of Pullen Road and situated in the J. Simons Survey, Abstract No. 202, the W.W. Ford Survey, Abstract No. 80, and the A. Rodriguez Survey, Abstract No. 231, in Rockwall County, Texas, identified by county ID numbers 115324 and 115325, and also being a portion of the property described in a deed to Hodges Ranch Partners, Ltd., as recorded in Volume 3828, Page 322 as Document Number 00319510 in the Official Public Records of Rockwall County, Texas; and, (2) a 109.907-acre tract of land generally located North of FM 550 and generally east of Pullen Road and a 69.143-acre tract of land generally

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located North of FM 550 and west of Pullen Road, and further described as county ID numbers 12959 and 12960.

6. CITIZEN COMMENTS

7. CONSENT AGENDA

- | | | |
|---------|------|---|
| 7 - 9 | 7.1. | Fire Rescue - March 2023
Calls By District
Calls by Incident Type |
| 10 - 19 | 7.2. | Building Official Report - March 2023
Monthly Report
Monthly Report Packet |
| 20 - 24 | 7.3. | Community Waste Disposal Report - March 2023
Monthly Report |
| 25 - 31 | 7.4. | Sheriff's Report - March 2023
Sheriff's Report -March 2023 |
| 32 - 37 | 7.5. | Code Compliance Report - March 2023
Citations
Problem Properties
Activity |
| 38 | 7.6. | Animal Control Report - March 2023
Animal Control Report |
| | 7.7. | Direction to City Administrator inviting proposals from select water utility & Sewage operators to manage a city water system and billing administration. The City Council has shown interest in receiving professional assistance based on the technical nature to have a scope of work, services, labor and an overview of a transition process that will be available to be reviewed by the Budget Workshop Session on June 4, 2023. (Requested by Mayor Pro Tem Woessner) |

8. ITEMS FOR CONSIDERATION AND ACTION

- | | | |
|---------|------|--|
| | 8.1. | David Naylor - RCH Board President |
| 39 - 41 | 8.2. | Committee Appointments (Requested by City Secretary Green)
Staff Report
BOA Roster
P&Z Roster |
| 42 - 55 | 8.3. | Consider approval of a written annexation services agreement with MC Trilogy Texas, LLC pursuant to Texas Local Government Code Section |

43.0672 pertaining to the following tracts of land: an approximately 441.818 acre tract of land and an approximately 133.325 acre tract of land generally located north of FM 550 and east and west of Pullen Road and situated in the J. Simons Survey, Abstract No. 202, the W.W. Ford Survey, Abstract No. 80, and the A. Rodriguez Survey, Abstract 231, in Rockwall County, Texas, identified by county ID numbers 115324 and 115325, and also being a portion of the property described in a deed to Hodges Ranch Partners, Ltd., as recorded in Volume 3828, Page 322 as Document Number 00319510 in the Official Public Records of Rockwall County, Texas.

COUNCIL WILL RECESS AT THIS TIME

[Annexation Services Agreement](#)

- 56 - 69 8.4. Discussion and action regarding an ordinance annexing the following tracts of land pursuant to the request of the property owner, MC Trilogy Texas, LLC: an approximately 441.818 acre tract of land and an approximately 133.325 acre tract of land generally located north of FM 550 and east and west of Pullen Road and situated in the J. Simons Survey, Abstract No. 202, the W.W. Ford Survey, Abstract No. 80, and the A. Rodriguez Survey, Abstract No. 231, in Rockwall County, Texas, identified by county ID numbers 115324 and 115325, and also being a portion of the property described in a deed to Hodges Ranch Partners, Ltd., as recorded in Volume 3828, Page 322 as Document Number 00319510 in the Official Public Records of Rockwall County, Texas.

A PUBLIC HEARING WAS HELD REGARDING THIS ANNEXATION ON MARCH 28, 2023.

[Annexation Ordinance](#)

- 70 - 83 8.5. A public hearing to consider the application of MC Trilogy Texas, LLC, requesting initial zoning of "PD" Planned Development District and updating the Comprehensive Plan and Zoning Map for the following two tracts of land: an approximately 441.818 acre tract of land and an approximately 133.325 acre tract of land generally located north of FM 550 and east and west of Pullen Road and situated in the J. Simons Survey, Abstract No. 202, the W.W. Ford Survey, Abstract No. 80, and the A. Rodriguez Survey, Abstract No. 231, in Rockwall County, Texas, identified by county ID numbers 115324 and 115325, and also being a portion of the property described in a deed to Hodges Ranch Partners, Ltd., as recorded in Volume 3828, Page 322 as Document Number 00319510 in the Official Public Records of Rockwall County, Texas. Zoning of the subject property will amend the official Zoning Map of the City of McLendon-Chisholm.

[Zoning Application](#)

[Staff recommendation](#)

- 84 - 131 8.6. Discussion and action regarding adoption of an ordinance approving the request of MC Trilogy Texas, LLC seeking initial zoning of "PD" Planned Development District and updating the Comprehensive Plan and Zoning Map for the following two tracts of land: an approximately 441.818 acre tract of land and an approximately 133.325 acre tract of land generally located north of FM 550 and east and west of Pullen Road and situated in the J. Simons Survey, Abstract No. 202, the W.W. Ford Survey, Abstract No. 80, and the A. Rodriguez Survey, Abstract No. 231, in Rockwall County, Texas, identified by county ID numbers 115324 and 115325, and also being a portion of the property described in a deed to Hodges Ranch Partners, Ltd., as recorded in Volume 3828, Page 322 as Document Number 00319510 in the Official Public Records of Rockwall County, Texas. Zoning of the subject property will amend the official Zoning Map of the City of McLendon-Chisholm.
[Zoning Ordinance](#)
- 8.7. A public hearing to consider the application of Oak National Development LLC regarding a request to change to existing zoning district on approximately 148.25 acres of land from the current zoning classification of Planned District (Triple Creek) to a new Planned Development District (Legacy Park Estates) containing 335 single-family residential lots and a city park. The Rockwall Central Appraisal District Property identification numbers are 11447 and 11438. (To be tabled until the City Council Meeting on May 23, 2023 as requested by the applicant.)
- 132 - 136 8.8. Discussion and action regarding the application of Oak National Development, LLC regarding a request the existing zoning on approximately 148.25 acres of land from the current zoning district classification of Planned Development District to a new Planned Development District (Legacy Park Estates) containing 335 single-family residential lots and a city park. The Rockwall Central Appraisal District Property identification numbers are 11447 and 11438.
[Application](#)
[Legal Description](#)
[Locater Map](#)
- 137 - 150 8.9. A public hearing on request for approval of a Special Use Permit for a restaurant to be located on a 1.5-acre tract in the King Latham Survey, Rockwall CAD Property ID 101321, generally located South of the intersection of FM 550 and State Highway 205, McLendon-Chisholm, Texas 75032.
[Application](#)
[Staff Recommendation](#)
- 8.10. Discussion and approval of a Special Use Permit for a restaurant to be located on a 1.5-acre in the King Latham Survey, Rockwall CAD Property

ID 101321, generally located South of the intersection of FM 550 and State Highway 205, McLendon-Chisholm, Texas 75032.

- 151 - 158 8.11. Confidentiality Agreement - RCH
[Staff Report](#)
[Confidentiality Agreement RCH April 2023](#)
- 159 - 164 8.12. Discussion and action regarding the requested approval of a final plat for the Bear Point subdivision of a 9.78 acre tract of land located on Dowell Road, north of the intersection of FM 550, in the City of McLendon-Chisholm Extraterritorial Jurisdiction.
[Application](#)
[Staff Recommendation](#)

9. UPDATES, DISCUSSION AND DIRECTION TO STAFF

10. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

- 10.1. Mayor Short
- 10.2. Mayor Pro Tem Woessner
- 10.3. Council Member Kipphut
- 10.4. Council Member Tucker
- 10.5. Council Member McLendon
- 10.6. Council Member McNeal

11. ADJOURN

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

I, Rochelle Green, do hereby certify that the above Notice of Meeting of the City Council of McLendon-Chisholm, Texas was posted or before 7:00 p.m., April 14, 2023, on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.



Child Abuse Prevention and Awareness Month

- WHEREAS,** the Children's Advocacy Center for Rockwall County was organized in 2016 and provides trauma informed care for children in Rockwall County; and
- WHEREAS,** the Children's Advocacy Center for Rockwall County is an interagency, multi-disciplinary partnership dedicated to providing intervention, hope and healing for abused and neglected children; and
- WHEREAS,** the Children's Advocacy Center for Rockwall County provides a safe, child-friendly environment where law enforcement, child protective services, prosecution, medical and mental health professionals can collaborate within our own community to develop coordinated strategies to more effectively seek justice and promote healing for victims of child abuse; and
- WHEREAS,** through a national effort, Rockwall County community members are encouraged to join together throughout the month of April to raise awareness for those children fallen victim to abuse and neglect; and
- WHEREAS,** this effort will provide abused and neglected children in our community and around the country a chance for a safe and positive future.

NOW, THEREFORE, BE IT RESOLVED, that I, Keith Short, Mayor of the City of McLendon-Chisholm, Texas do hereby recognize April as

CHILD ABUSE PREVENTION AND AWARENESS MONTH

in the City of City of McLendon-Chisholm and urge all citizens to join in a national effort to raise awareness and help prevent child abuse and neglect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of McLendon-Chisholm, Texas to be affixed this 19th day of April 2023.

Keith Short, Mayor

Alarm Date between 2023-03-01 and 2023-03-31

Total Calls by District

District	2023-03-01	Total
Out of County Aid	1	1
City Limit District	17	17
County District	11	11
County Mutual Aid	3	3
Total	32	32

Incident Date between 2023-03-01 and 2023-03-31

Incident Date	Incident Number	NFIRS Number	Incident Type Code	Incident Type	District	Status
3/1/2023	2023-00000099	0000107	743	Smoke detector activation, no fire - unintentional	Out of County Aid	1
3/2/2023	2023-00000100	0000108	813	Wind storm, tornado/hurricane assessment	City Limit District	1
3/6/2023	2023-00000101	0000110	321	EMS call, excluding vehicle accident with injury	County District	1
3/6/2023	2023-00000102	0000109	554	Assist invalid	City Limit District	1
3/9/2023	2023-00000103	0000111	321	EMS call, excluding vehicle accident with injury	County District	1
3/10/2023	2023-00000104	0000112	500	Service Call, other	City Limit District	1
3/10/2023	2023-00000105	0000113	322	Motor vehicle accident with injuries	City Limit District	1
3/11/2023	2023-00000106	0000114	611	Dispatched & canceled en route	County Mutual Aid	1
3/12/2023	2023-00000107	0000115	311	Medical assist, assist EMS crew	County District	1
3/13/2023	2023-00000108	0000116	321	EMS call, excluding vehicle accident with injury	County District	1
3/13/2023	2023-00000109	0000117	554	Assist invalid	City Limit District	1
3/13/2023	2023-00000110	0000119	321	EMS call, excluding vehicle accident with injury	City Limit District	1
3/14/2023	2023-00000111	0000122	321	EMS call, excluding vehicle accident with injury	City Limit District	1
3/14/2023	2023-00000112	0000120	321	EMS call, excluding vehicle accident with injury	City Limit District	1
3/14/2023	2023-00000113	0000121	651	Smoke scare, odor of smoke	County District	1
3/15/2023	2023-00000114	0000123	311	Medical assist, assist EMS crew	County District	1
3/16/2023	2023-00000115	0000124	323	Motor vehicle/pedestrian accident (MV Ped)	City Limit District	1
3/20/2023	2023-00000116	0000125	311	Medical assist, assist EMS crew	County District	1
3/20/2023	2023-00000117	0000128	321	EMS call, excluding vehicle accident with injury	County District	1
3/22/2023	2023-00000118	0000134	321	EMS call, excluding vehicle accident with injury	City Limit District	1
3/22/2023	2023-00000119	0000127	631	Authorized controlled burning	County District	1
3/22/2023	2023-00000120	0000129	611	Dispatched & canceled en route	County Mutual Aid	1

3/23/2023	2023-00000121	0000130	321	EMS call, excluding vehicle accident with injury	County Mutual Aid	1
3/23/2023	2023-00000122	0000137	321	EMS call, excluding vehicle accident with injury	City Limit District	1
3/25/2023	2023-00000123	0000131	321	EMS call, excluding vehicle accident with injury	County District	1
3/25/2023	2023-00000124	0000132	322	Motor vehicle accident with injuries	City Limit District	1
3/25/2023	2023-00000125	0000133	911	Citizen complaint	City Limit District	1
3/26/2023	2023-00000126	0000135	311	Medical assist, assist EMS crew	City Limit District	1
3/26/2023	2023-00000127	0000136	735	Alarm system sounded due to malfunction	City Limit District	1
3/27/2023	2023-00000128	0000143	311	Medical assist, assist EMS crew	City Limit District	1
3/28/2023	2023-00000129	0000138	324	Motor vehicle accident with no injuries.	County District	1
3/29/2023	2023-00000130	0000139	611	Dispatched & canceled en route	City Limit District	1
3/31/2023	2023-00000131	0000140	311	Medical assist, assist EMS crew	City Limit District	1

TCS MONTHLY PERMIT REPORT

CITY OF MCLENDON-CHISHOLM

March 2023

NSF				
ADDRESS	BUILDER	VALUATION	SQ FEET	PERMIT FEE
1627 Ripasso Way	Perry Homes	\$925,900.00	4,226	
1433 Arezzo	Perry Homes	\$925,900.00	6,169	
1844 Moscatel	Highland Homes		4,897	
1522 Ripasso Way	Perry Homes	\$925,900.00	5,080	
1633 Ripasso Way	Perry Homes	\$925,900.00	4,435	
1621 Ripasso way	Perry Homes	\$925,900.00	4,375	
4181 FM 550	Sam Hafertede	\$525,000.00	5,059	
1422 Arezzo Ln	Perry Homes	\$925,900.00	4,281	
1427 Arezzo Ln	Perry Homes	\$925,900.00	5,391	
1540 Ripasso Way	Perry Homes	\$925,900.00	4,281	
1991 Frediano	Highland Homes	\$631,689.00	4,513	
1515 Ripasso Way	Perry Homes	\$925,900.00	4,226	
1603 Ripasso Way	Perry Homes	\$925,900.00	4,375	
1626 Ripasso Way	Perry Homes	\$925,900.00	4,344	

NSF permits YTD = 26

ACCESSORY				
ADDRESS	BUILDER/OWNER	VALUATION	TYPE	PERMIT FEE
1804 Kentwood Cr	Ellis Carter		Shed	
1847 Moscatel	Chris Lee		Patio Slab & Cover	
1714 Veneto	Pinnacle Pools & Spas	\$90,000.00	Pool	
3 Granite Ridge Rd	Andy Clark	\$13,533.77	Generator	
105 Endowment	Altura Builders	\$200,000.00	Sales Trailer	
245 Pheasant Hill Dr	GNRG	\$56,080.58	Solar	
2000 Connie	Heath Clinton	\$72,130.11	Solar	
1096 FM 1139	Prime Solar	\$20,000.00	Solar	
1219 Lucca	Pool Stop	\$90,000.00	Pool	
1424 Via Toscana Ln	Vector Energy	\$25,619.90	Solar	
12 Granite Ridge Dr	Xtreme Air	\$14,200.00	HVAC	

* Accessory permits include HVAC, Patios, Pools, Solar, Workshops, etc



TEXAS COMPLIANCE SOLUTIONS

Harold (Buddy) Markham Jr.

972-935-3655

Email: buddy@texascompliancesolutions.com

SERVICE REPORT

During the month of March 2023, Texas Compliance Solutions completed the following services for the City of McLendon-Chisholm:

Plan Reviews (PRC): 36

- (25) Approved
- (11) Denied

Permits Issued: 25

- (14) New Single Family
- (11) Accessory

Inspections: 95

- (49) stage inspections
- (46) simple inspections

Please let us know if you have any questions or need any further information. We appreciate the opportunity to provide our services to your city.

Encl:

Monthly Permit Report

Weekly Report 3.1-3.3.2023

Weekly Report 3.6-3.10.2023

Weekly Report 3.13-3.17.2023

Weekly Report 3.20-3.24.2023

Weekly Report 3.27-3.31.2023

TCS MONTHLY PERMIT REPORT

CITY OF MCLENDON-CHISHOLM

March 2023

NSF				
ADDRESS	BUILDER	VALUATION	SQ FEET	PERMIT FEE
1627 Ripasso Way	Perry Homes	\$925,900.00	4,226	
1433 Arezzo	Perry Homes	\$925,900.00	6,169	
1844 Moscatel	Highland Homes		4,897	
1522 Ripasso Way	Perry Homes	\$925,900.00	5,080	
1633 Ripasso Way	Perry Homes	\$925,900.00	4,435	
1621 Ripasso way	Perry Homes	\$925,900.00	4,375	
4181 FM 550	Sam Hafertede	\$525,000.00	5,059	
1422 Arezzo Ln	Perry Homes	\$925,900.00	4,281	
1427 Arezzo Ln	Perry Homes	\$925,900.00	5,391	
1540 Ripasso Way	Perry Homes	\$925,900.00	4,281	
1991 Frediano	Highland Homes	\$631,689.00	4,513	
1515 Ripasso Way	Perry Homes	\$925,900.00	4,226	
1603 Ripasso Way	Perry Homes	\$925,900.00	4,375	
1626 Ripasso Way	Perry Homes	\$925,900.00	4,344	

NSF permits YTD = 26

ACCESSORY				
ADDRESS	BUILDER/OWNER	VALUATION	TYPE	PERMIT FEE
1804 Kentwood Cr	Ellis Carter		Shed	
1847 Moscatel	Chris Lee		Patio Slab & Cover	
1714 Veneto	Pinnacle Pools & Spas	\$90,000.00	Pool	
3 Granite Ridge Rd	Andy Clark	\$13,533.77	Generator	
105 Endowment	Altura Builders	\$200,000.00	Sales Trailer	
245 Pheasant Hill Dr	GNRG	\$56,080.58	Solar	
2000 Connie	Heath Clinton	\$72,130.11	Solar	
1096 FM 1139	Prime Solar	\$20,000.00	Solar	
1219 Lucca	Pool Stop	\$90,000.00	Pool	
1424 Via Toscana Ln	Vector Energy	\$25,619.90	Solar	
12 Granite Ridge Dr	Xtreme Air	\$14,200.00	HVAC	

TCS WEEKLY REPORT
CITY OF McLendon-Chisholm
PARTIAL WEEK OF: March 1 - 3, 2023

ADDRESS	SERVICES	STATUS	NOTES
1804 Kentwood Circle	PRC 1	Approved	Shed
1847 Moscatel	PRC 1	Approved	Patio slab & cover
1733 San Donato	Stage 3	Green	Reinspection
1627 Ripasso Way	PRC 1	Approved	
1433 Arezzo	PRC 1	Approved	
1844 Moscatel	PRC 1	Approved	
1714 Veneto	PRC 1	Approved	Pool
1846 Verona	Stage 3	RED	
4049 FM 550	Stage 5	Green	Detached Garage
1534 Vista Ct	Underground Elec	Green	Pool
106 Paddock	New Meter Base	Green	
1539 Ripasso Way	Perm Elec	Green	
1928 Frediano	Stage 5	Green	

TCS WEEKLY REPORT
CITY OF McLendon-Chisholm
WEEK OF: March 6-10, 2023

ADDRESS	SERVICES	STATUS	NOTES
3 Granite Ridge Dr	PRC 1	Approved	Generator
245 Pheasant Hill	PRC 1	Not Approved	Solar
1522 Ripasso Way	PRC 1	Approved	
1633 Ripasso Way	PRC 1	Approved	
1621 Ripasso Way	PRC 1	Approved	
4181 FM 550	PRC 1	Approved	
1740 Salvatore	Set Back Check		
1975 Frediano	Flatwork	Green	
1979 Frediano	Flatwork	Green	
1927 Frediano	Flatwork	Green	
1814 Moscatel	Flatwork	Green	
1826 Navarre Way	Perm Elec	Green	
1816 Navarre Way	Tpole	Green	
1831 Mosatel	Stage 3	RED	
1932 Frediano	Stage 5	Green	
1545 Ripasso Way	Tpole	Green	
1927 Frediano	Perm Elec	Green	
1702 Veneto	Perm Elec	Green	
1806 Moscatel	Perm Elec	Green	
590 Briggs Rd	Pool final	Green	
1422 Arezzo Ln	PRC 1	Approved	
1427 Arezzo Ln	PRC 1	Approved	
1540 Ripasso Way	PRC 1	Approved	
2738 Dowell	PRC 1	Not Approved	
1219 Lucca	PRC 1	Not Approved	Pool
105 Endowment	PRC 1	Approved	Sales Trailer
1540 Ripasso Way	PRC 2	Approved	
1919 Rondinella	Stage 5	Green	
1846 Verona Ln	Stage 3	RED	Reinspection

1831 Moscatel	Stage 3	RED	Reinspection
1827 Verona	Perm Elec	Green	
1831 Verona	Perm Elec	Green	
33 Fireside	HVAC Final	Green	
1740 Salvatore	Stage 2	Green	
1434 Arezzo Ln	Flatwork	Green	
1528 Ripasso Way	Flatwork	Green	
1521 Ripasso Way	Stage 2	Green	
1509 Ripasso Way	Stage 2	Green	
1848 Navarre Way	Stage 5	Green	
1923 Frediano	Stage 3	Green	
1835 Navarre Way	Pool Bonding	Green	

TCS WEEKLY REPORT
CITY OF McLendon-Chisholm
WEEK OF: March 13 - 17, 2023

ADDRESS	SERVICES	STATUS	NOTES
245 Pheasant Hill Dr	PRC 2	Approved	Solar
2000 Connie	PRC 1	Approved	Solar
1021 Kingsbridge	Stage 5	Green	
1818 Bellagio	Pool final	Green	
1975 Frediano	Perm Elec	Green	
1720 S SH 205	Pool final	Green	
1706 Veneto	Stage 5	Green	
1819 Moscatel	Stage 5	Green	
1434 Arezzo	Perm Elec	Green	
1802 Verona	Stage 3	Green	
777 Paul Davis	Elec Service Change	Green	
1096 FM 1139	PRC 1	Approved	Solar
1991 Frediano	PRC 1	Approved	
1219 Lucca	PRC 2	Not approved	Pool
1846 Verona	Stage 3	Green	reinpsection
1831 Moscatel	Stage 3	Green	reinpsection
1947 Frediano	Stage 5	Green	
1814 Moscatel	Perm Elec	Green	
1939 Frediano	Stage 2 & Flatwork	Green	
1935 Frediano	Stage2	Green	
1923 Rondinella	Stage 5	Green	
1803 Navarre	Stage 5	Green	

TCS WEEKLY REPORT
CITY OF McLendon-Chisholm
WEEK OF: March 20-24, 2023

ADDRESS	SERVICES	STATUS	NOTES
1219 Lucca	PRC 3	Approved	Pool
1515 Ripasso	PRC 1	Approved	
1839 Moscatel	Perm Elec	Green	
1510 Vista Ct	Stage 2	Green	
1608 Ripasso Way	Stage 2	Green	
1715 Godello	Stage 3	Green	
1702 Veneto	Flatwork	Green	
106 Paddock	Stage 5	Green	
1765 San Donato	Stage 3	Green	
1424 Via Toscana Ln	PRC 1	Approved	Solar
1603 Ripasso Way	PRC 1	Approved	
1626 Ripasso Way	PRC 1	Approved	
12 Granite Ridge Dr	PRC 1	Approved	HVAC
1549 Vista Ct	Stage 3	Green	
1533 Ripasso way	Tpole	Green	
1627 Ripasso Way	Tpole	Green	
1633 Ripasso Way	Tpole	Green	
1718 Veneto	Stage 3	Green	Patio Cover
1859 Navarre	Stage 5	Green	
1847 Moscatel	Stage 2	Green	Patio Pre Pour
1612 Vista Ct	Stage 3	Green	
1843 Verona	Belly Steel	Green	Pool
105 Endowment	Tpole	Green	
1860 Moscatel	Perm Elec	Green	
1655 Vista Ct	Stage 5	Green	
1551 Ripasso Way	Stage 5	Green	
1939 Frediano	Flatwork	Green	
1864 Navarre	Tpole	Green	
1864 Navarre	Stage 2	Green	

TCS WEEKLY REPORT
CITY OF McLendon-Chisholm
WEEK OF: March 27-31, 2023

ADDRESS	SERVICES	STATUS	NOTES
1288 Somersset Ln	PRC 1	Not Approved	Pavillion
204 Heirloom	PRC 1	Not Approved	
208 Heirloom	PRC 1	Not Approved	
212 Heirloom	PRC 1	Not Approved	
216 Heirloom	PRC 1	Not Approved	
1528 Ripasso	Perm Elec	Green	
245 Pheasant Hill Dr	Solar Final	Green	
1754 San Donato	Tpole	Green	
1621 Ripasso Way	Tpole	Green	
1522 Ripasso Way	Tpole	Green	
1540 Ripasso Way	Tpole	Green	
1427 Arezzo	Tpole	Green	
1433 Arezzo	Tpole	Green	
467 McDonald Rd	Stage 2	Green	
1518 Salvatore	Stage 5	Green	
1522 Salvatore	Stage 5	Green	
1914 Sicilian Ln	PRC 1	Not Approved	Patio
1545 Ripasso Way	Stage 2	Green	
1631 Vista Ct	Stage 2	Green	
1816 Navarre	Stage 2	Green	
1971 Frediano	Stage 5	Green	
1859 Moscatel	Perm Elec	Green	
1904 Frediano	Stage 5	Green	
1912 Frediano	Stage 5	Green	
1546 Ripasso Way	Stage 3	Green	
1951 Frediano	Stage 5	Green	



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

Jason Roemer *Vice 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.

	Mar-2023	Feb-2023	Jan-2023	Dec-2022	Nov-2022	Oct-2022	Sep-2022	Aug-2022	Jul-2022	Jun-2022	May-2022	Apr-2022
Homes	1,355	1,299	1,299	1,299	1,299	1,299	1,299	1,299	1,223	1,223	1,223	1,223
Resi Rcy Tonnage	52.37	8.83	40.27	32.62	28.71	20.46	23.58	38.81	38.62	40.47	47.81	35.63
Pounds / Home / Month	77.30	13.60	62.00	50.22	44.20	31.50	36.30	59.75	63.16	66.18	78.18	58.27



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.

	Mar-2023	Feb-2023	Jan-2023	Dec-2022	Nov-2022	Oct-2022	Sep-2022	Aug-2022	Jul-2022	Jun-2022	May-2022	Apr-2022
Service Opportunities	11,734	11,249	11,249	11,249	11,249	11,249	11,249	11,249	10,591	10,591	10,591	10,591
Service Inquiries	37	7	7	6	11	16	22	16	11	23	8	2
Per 1,000 Service Opps	3.15	0.62	0.62	0.53	0.98	1.42	1.96	1.42	1.04	2.17	0.76	0.19



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 03/01/2023 - 03/31/2023

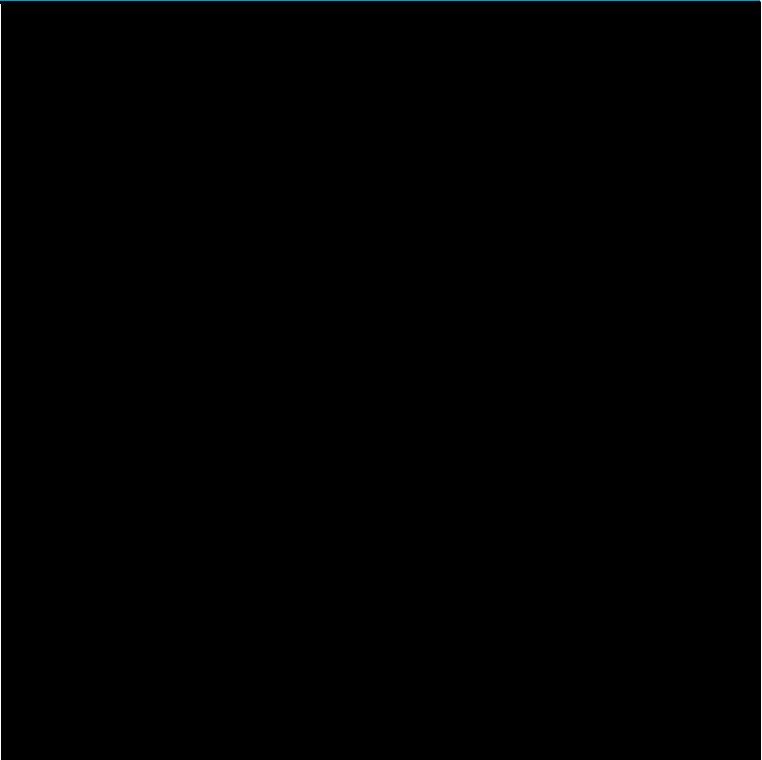
Date	Account	Address	Service Type	Service Code
03/17/2023	108255-1792	JENNIFER KAHLER		
				Total : 1
03/30/2023	108255-480	RAY ARMSTRONG	RESI-BULK	RESI R/L BULK
				Total RESI-BULK: 1
03/16/2023	108255-684	DREW, RUDY	RESI-RECYCLE	SERVICE RCYCART
03/20/2023	108255-123	LEACH, GEORGE	RESI-RECYCLE	SERVICE RCYCART
03/31/2023	108255-1068	DAWN HARGIS	RESI-RECYCLE	SERVICE RCYCART

					Total RESI-RECYCLE: 3
03/03/2023	108255-1771	DARYL SHIELDS	RESI-TRASH	SERVICE TRASH CART	
03/09/2023	108255-1670	LINDA & RICK HANSKEN	RESI-TRASH	SERVICE TRASH CART	
03/17/2023	108255-1290	ERIN MUDRY	RESI-TRASH	SERVICE TRASH CART	
03/17/2023	108255-1485	MARK BOBO	RESI-TRASH	SERVICE TRASH CART	
03/17/2023	108255-1599	ANGELA SIKORSKY	RESI-TRASH	SERVICE TRASH CART	
03/17/2023	108255-1610	CHARLES & TIFFANY SKINNER	RESI-TRASH	SERVICE TRASH CART	
03/17/2023	108255-1554	KERRY FINLEY	RESI-TRASH	SERVICE TRASH CART	
03/17/2023	108255-1310	CURTIS NIXON	RESI-TRASH	SERVICE TRASH CART	
03/17/2023	108255-424	JANICE NOLLEY	RESI-TRASH	SERVICE TRASH CART	
03/17/2023	108255-1428	KIMBERLY RINER	RESI-TRASH	SERVICE TRASH CART	
03/17/2023	108255-639	DYBALA DAVID	RESI-TRASH	SERVICE TRASH CART	
03/17/2023	108255-403	GRIFFIN DENNIS W	RESI-TRASH	SERVICE TRASH CART	
03/17/2023	108255-1643	CHARLES HILL	RESI-TRASH	SERVICE TRASH CART	
03/17/2023	108255-1229	SAMANTHA WEBSTER	RESI-TRASH	SERVICE TRASH CART	
03/17/2023	108255-1454	JENNIFER KLINE	RESI-TRASH	SERVICE TRASH CART	
03/17/2023	108255-1103	KANDICE VAUGHN	RESI-TRASH	SERVICE TRASH CART	
03/17/2023	108255-736	BOB KEITH	RESI-TRASH	SERVICE TRASH CART	
03/17/2023	108255-356	BRIAN SMITH	RESI-TRASH	SERVICE TRASH CART	
03/17/2023	108255-1179	MELISSA SCHRADE	RESI-TRASH	SERVICE TRASH CART	
03/17/2023	108255-401	JORDAN MCNEILL	RESI-TRASH	SERVICE TRASH CART	
03/18/2023	108255-803	ISAIAH SMITH	RESI-TRASH	SERVICE TRASH CART	
03/20/2023	108255-1610	CHARLES & TIFFANY SKINNER	RESI-TRASH	SERVICE TRASH CART	
03/20/2023	108255-1367	KRISTI MARTINEZ	RESI-TRASH	SERVICE TRASH CART	
03/20/2023	108255-123	LEACH, GEORGE	RESI-TRASH	SERVICE TRASH CART	
03/20/2023	108255-429	KACI BOREN	RESI-TRASH	SERVICE TRASH CART	
03/20/2023	108255-1103	KANDICE VAUGHN	RESI-TRASH	SERVICE TRASH CART	
03/20/2023	108255-362	HIGGINS BRAD	RESI-TRASH	SERVICE TRASH CART	
03/20/2023	108255-1179	MELISSA SCHRADE	RESI-TRASH	SERVICE TRASH CART	
03/20/2023	108255-243	DAVENPORT, TYRONE	RESI-TRASH	SERVICE TRASH CART	
03/21/2023	108255-717	GARY MOODY	RESI-TRASH	SERVICE TRASH CART	
03/31/2023	108255-1597	CARLA MEDRANO	RESI-TRASH	SERVICE TRASH CART	
03/31/2023	108255-1922	DEE DIERKES	RESI-TRASH	SERVICE TRASH CART	
03/31/2023	108255-1068	DAWN HARGIS	RESI-TRASH	SERVICE TRASH CART	
					Total RESI-TRASH: 33
					Total Inquiries: 38

Report Time: 04/10/2023 07:55:14
Incident Number:
From Date: 03/01/2023 00:00:00
Last Name:
Plate #:
Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number:
To Date: 03/31/2023 23:59:59
First Name:
Plate State:
Priority:
Unit:

Jurisdiction:
Agencies: Police, Fire, EMS
Phone Number:
Location:
Include Canceled: No
Source:
Officer:

Create Date/Time	Fire Call Type	EMS Call Type	Location
3/31/2023 21:04			
3/31/2023 19:51			
3/31/2023 17:26			
3/31/2023 13:50			
3/31/2023 11:20	Medical Call	Medical Call	
3/30/2023 22:09			
3/30/2023 18:39			
3/30/2023 16:59			
3/30/2023 16:51			
3/30/2023 16:48			
3/30/2023 13:41			
3/30/2023 11:59			
3/30/2023 11:14			
3/30/2023 11:07			
3/30/2023 8:15			
3/29/2023 19:25	Alarm Residential Fire		
3/29/2023 17:27			
3/29/2023 14:44			
3/29/2023 13:14			
3/29/2023 8:44			
3/28/2023 22:23			
3/28/2023 22:11			
3/28/2023 18:29			

Report Time: 04/10/2023 07:55:14
Incident Number:
From Date: 03/01/2023 00:00:00
Last Name:
Plate #:
Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number:
To Date: 03/31/2023 23:59:59
First Name:
Plate State:
Priority:
Unit:

Jurisdiction:
Agencies: Police, Fire, EMS
Phone Number:
Location:
Include Canceled: No
Source:
Officer:

Create Date/Time	Fire Call Type	EMS Call Type	Location
3/28/2023 2:58			
3/28/2023 2:24			
3/28/2023 0:40			
3/28/2023 0:14			
3/27/2023 20:37			
3/27/2023 18:47			
3/27/2023 15:33			
3/27/2023 12:43	Lift Assist	Lift Assist	
3/27/2023 12:32			
3/27/2023 8:32			
3/27/2023 7:03			
3/27/2023 2:13			
3/27/2023 1:54			
3/26/2023 22:26			
3/26/2023 22:20			
3/26/2023 20:09	Accident Major		
3/25/2023 23:35			
3/25/2023 23:31			
3/25/2023 21:49	Fire		
3/25/2023 18:30	Accident Major	Accident Major	
3/25/2023 18:20			
3/25/2023 5:38			
3/25/2023 5:35			

Report Time: 04/10/2023 07:55:14
Incident Number:
From Date: 03/01/2023 00:00:00
Last Name:
Plate #:
Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number:
To Date: 03/31/2023 23:59:59
First Name:
Plate State:
Priority:
Unit:

Jurisdiction:
Agencies: Police, Fire, EMS
Phone Number:
Location:
Include Canceled: No
Source:
Officer:

Create Date/Time	Fire Call Type	EMS Call Type	Location
3/23/2023 15:34			
3/23/2023 15:31	Medical Call	Medical Call	
3/23/2023 15:25			
3/23/2023 8:48			
3/23/2023 6:50			
3/22/2023 18:59			
3/22/2023 12:00	Medical Call	Medical Call	
3/22/2023 3:38			
3/21/2023 21:46			
3/21/2023 16:40			
3/21/2023 13:38			
3/21/2023 7:46			
3/21/2023 3:30			
3/21/2023 3:03			
3/20/2023 11:10			
3/20/2023 10:32			
3/19/2023 23:33			
3/19/2023 20:24			
3/19/2023 19:53			
3/19/2023 19:37			
3/19/2023 19:12			
3/19/2023 3:57			
3/19/2023 1:55			

Report Time: 04/10/2023 07:55:14
Incident Number:
From Date: 03/01/2023 00:00:00
Last Name:
Plate #:
Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number:
To Date: 03/31/2023 23:59:59
First Name:
Plate State:
Priority:
Unit:

Jurisdiction:
Agencies: Police, Fire, EMS
Phone Number:
Location:
Include Canceled: No
Source:
Officer:

Create Date/Time	Fire Call Type	EMS Call Type	Location
3/19/2023 0:34			
3/18/2023 11:44			
3/18/2023 11:43			
3/18/2023 11:37			
3/18/2023 3:08			
3/17/2023 20:52			
3/17/2023 12:59			
3/17/2023 9:37			
3/17/2023 7:39			
3/17/2023 7:32			
3/16/2023 19:18			
3/16/2023 14:19			
3/16/2023 13:12			
3/16/2023 12:54			
3/16/2023 8:06			
3/15/2023 19:06			
3/15/2023 15:45			
3/15/2023 11:04	Medical Call	Medical Call	
3/15/2023 8:28			
3/14/2023 18:10	Medical Call	Medical Call	
3/14/2023 13:23			
3/14/2023 12:34	Medical Call	Medical Call	
3/14/2023 3:58			

Report Time: 04/10/2023 07:55:14
Incident Number:
From Date: 03/01/2023 00:00:00
Last Name:
Plate #:
Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number:
To Date: 03/31/2023 23:59:59
First Name:
Plate State:
Priority:
Unit:

Jurisdiction:
Agencies: Police, Fire, EMS
Phone Number:
Location:
Include Canceled: No
Source:
Officer:

Create Date/Time	Fire Call Type	EMS Call Type	Location
3/14/2023 3:46			
3/13/2023 13:38			
3/13/2023 12:32			
3/13/2023 7:10			
3/13/2023 4:15	Lift Assist	Lift Assist	
3/13/2023 1:17			
3/12/2023 20:34			
3/12/2023 16:01			
3/11/2023 18:13			
3/10/2023 15:29	Alarm Residential Fire		
3/10/2023 6:30			
3/10/2023 6:22			
3/9/2023 22:34			
3/9/2023 22:32			
3/9/2023 16:47			
3/9/2023 14:23	Medical Call	Medical Call	
3/9/2023 13:22			
3/9/2023 0:10			
3/9/2023 0:05			
3/8/2023 23:01			
3/8/2023 9:46			
3/8/2023 3:22			
3/8/2023 2:33			

Report Time: 04/10/2023 07:55:14
Incident Number:
From Date: 03/01/2023 00:00:00
Last Name:
Plate #:
Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number:
To Date: 03/31/2023 23:59:59
First Name:
Plate State:
Priority:
Unit:

Jurisdiction:
Agencies: Police, Fire, EMS
Phone Number:
Location:
Include Canceled: No
Source:
Officer:

Create Date/Time	Fire Call Type	EMS Call Type	Location
3/7/2023 22:30			
3/7/2023 21:50			
3/7/2023 18:30			
3/7/2023 18:11			
3/7/2023 16:24			
3/7/2023 3:57			
3/7/2023 3:23			
3/7/2023 2:20			
3/7/2023 1:24			
3/6/2023 17:33	Lift Assist	Lift Assist	
3/6/2023 13:21			
3/6/2023 4:16			
3/6/2023 4:06			
3/5/2023 18:36			
3/5/2023 8:50			
3/4/2023 19:23			
3/4/2023 18:06			
3/4/2023 8:42			
3/3/2023 20:11			
3/3/2023 15:22		Suicide Attempt/Threat	
3/2/2023 21:44			
3/2/2023 7:23			
3/2/2023 3:14			

Report Time: 04/10/2023 07:55:14
Incident Number:
From Date: 03/01/2023 00:00:00
Last Name:
Plate #:
Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number:
To Date: 03/31/2023 23:59:59
First Name:
Plate State:
Priority:
Unit:

Jurisdiction:
Agencies: Police, Fire, EMS
Phone Number:
Location:
Include Canceled: No
Source:
Officer:

Create Date/Time	Fire Call Type	EMS Call Type	Location
3/2/2023 2:23			
3/1/2023 20:23			
3/1/2023 18:28			
3/1/2023 15:47			
3/1/2023 9:40			
3/1/2023 8:40			
3/1/2023 8:31			
3/1/2023 7:10			
3/1/2023 0:19			

Mark Woodruff - Citations

Month	Citation #	Property Address	Citation Issued To	Reset Court Date	Reset to Trial	Full Fine	Reduced Fine	Fine Amount	FTA	Dismissal	Reason for Dismissal
3/29/2023	23171	451 S. Smith Road	Maria G. Lopez								
	00101										
	00102										
	00103										
	00104										
	00105										
	00106										
	00107										
	00108										
	00109										
	00110										
	00111										
	00112										
	00113										
	00114										
	00115										
	00116										
	00117										
	00118										
	00119										
	00120										
	00121										
	00122										
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	00158										
	00159										
	00160										

Mark Woodruff

Year: 2023

	MAR												TOTAL
Builder Const-Time Violation	9												9
Total Violations	146												146
Total Inspections	153												153
Total Reinspections	154												154
Extensions Granted	0												0
Voluntary Compliance	145												145
Notification Letters (NOVs)	9												9
Door-tags (DTs)	137												137
Total Complaints	11												11
Valid Complaints	9	0	0	0	0	0	0	0	0	0	0	0	9
Invalid Complaints	2												2
City Abatelements (CWOs)	0												0
Substandard Structures	0												0
Citations Issued	1												1
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	Dismissal	Reason for Dismissal
3.29.2023	23171	451 S. Smith Road	Maria G. Lopez								
	00101										
	00102										
	00103										
	00104										
	00105										
	00106										
	00107										
	00108										
	00109										
	00110										
	00111										
	00112										
	00113										
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	00175											
	00176											
	00177											

Mark Woodruff - Problem Properties/ MISC.

Property Address	Property Owner	Occupant	Vacant? Yes or No	Case Type	Date of Last Action	Comments
McLendon-Chisholm Streets	Litter Pickup in hotspot areas	N/A	N/A	Litter Pickup	3.01.23	Marisol Lopez(Lakeshore Church) called to assist MC - Litter Cleanup on W. FM 550 on 3/25
Sonoma Verde HOA	Same (No Outlet Signs Ordered)	N/A	N/A	Street Signs (10)	3.06.23	Kristi Adair Requested No Outlet Signs Installed - Installed by Code Compliance
1740 Salvatore Ln.	Castlerock Homes - Builder	New Construction	N/A	Encroachment	3.07.23	Assist Bld Inspector - measuring setbacks on structure; Complainant @ 1740 notified by phone and email.
League Road & Edwards Road	N/A	N/A	N/A	Stop Sign Down	3.09.23	Re-mounted Stop Sign; Large commercial vehicle damaged the sign and I remounted it - Project Completed
1902 Galenda Dr.	Castlerock Homes - Builder	N/A	YES	Stagnant Water	3.09.23	Sidewalk covered w/algae (pedestrian safety hazard) - Photos & email sent (J. Jeter) - Need to correct ASAP.
Sonoma Verde Subdivision	Same (No Outlet Signs Arrived)	N/A	N/A	Street Signs (10)	3.13.23	Installed (10) No Outlet Street Signs in Sonoma Verde Subdivision - Emailed Community Manager (Kristi)
Sonoma Verde Subdivision	Same(Barrier Requested)	N/A	N/A	Road Barrier	3.20.23	Installed warning sign & 7x7 road barrier/caution tape on pothole-speed bump on Via Toscana (KH)
MC - City Wide	MC - City Wide	N/A	N/A	Bandit Signs	3.22.23	Bandit Sign Abatement: removed ALL "bandit signs" in ROW areas and on utility poles throughout the city.
MC Spring Cleanup Campaign	MC Spring Cleanup Campaign	N/A	N/A	Public Event	3.22.23	Approved; Cleanup Campaign Packet Sent out Today; Copy sent to Sonoma Verde HOA Community Manager
220 Meadow Park	New Owner - private	New Owner - private	N	Fence - No Perm	3.29.23	(ph complaint) Fence being erected/no permit. > Issued copy Fence Regulations - read regs & obtain permit
Perry Homes Builder	Perry Homes (Austin Miles)	N/A	N/A	High Grass	3.29.23	(ph complaint) High Grass & Weeds on ALL Perry Homes lots, violation letter sent, via email, to Builder.

Mark Woodruff

Year: 2023

[illegible]

Location	Notes	Code
Mar 30, 2023 8:25 AM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control
Mar 28, 2023 8:22 AM 817 abington	report of tow dogs from this address running loose and fence fighting with other dogs in the area. we made contact and discussed the issue with the owners	Animal Control
Mar 28, 2023 8:20 AM quail creek	report of two loose dogs. we did not locate them when we patrolled the area	Animal Control
Mar 27, 2023 8:17 AM 302 smith	we picked up a contained stray dog from this address	Animal Control
Mar 24, 2023 8:14 AM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control
Mar 16, 2023 1:28 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to judy	Animal Control
Mar 13, 2023 1:04 PM 8 chapel hill ln	we picked up a contained stray dog from this address	Animal Control



City of McLendon-Chisholm Staff Report

Date:

April 11, 2023

Agenda Item:

Committee Appointments

Background:

Appointments to the Planning & Zoning Commission and the Board of Adjustment expire June 30 of each year. I have attached a chart for each committee showing the existing members along with their expiration date.

As you can see, Planning & Zoning currently only has five members with no alternates. Appointing two alternates is recommended.

The Board of Adjustment currently has four regular members and three alternates. Beverly Stebbins would like to address the Council on this item.

Appointments will need to be made no later than June 30, 2023. I have attached one application I currently have on file for consideration for either committee.

I would like for the Council to consider the idea of a mail-out to try to gather some applications. I have labels and envelopes which were prepared for another proposed mail-out, so the only expense would be postage.

Submitted by: Shelly Green, City Secretary

BOARD OF ADJUSTMENT

Roster as of 06.30.23

Beverly Stibbens (Chair) 279 Partridge Dr. McLendon-Chisholm 75032	972/979-3942	bstibbens@aol.outlook First term : 2010 - 2012 Second term : 7/2012 – 7/2014 Third term : 7/2014 – 07.2016 Fourth term : 2016 – 2018 Fifth term: 2018 – 7.28.2020 Sixth term: 7.28.20 – 6.30.22 Seventh term: 6.30.22 – 6.30.24
Melody Osorio 651 Frontier Trail McLendon-Chisholm 75032	469/288-5224	melody@gsmoss.com First Term : 07.2018 – 07.2020 Second Term: 07.28.20 – 06.30.22 Third Term: 06.30.22 – 06.30.24
Herb Harker 321 Partridge Dr. McLendon-Chisholm 75032 WOULD LIKE TO SERVE ANOTHER TERM	214/457-8819	Harker@flash.net First Term : 7.2013 – 07.2015 Second Term: 2015 – 2017 Third Term: 2017 – 06.25.19 Fourth Term: 06.25.19 – 06.30.21 Fifth Term: 06.30.21 – 06.30.23
Gary Nickel (Vice Chair) 612 Kentwood Dr. McLendon-Chisholm 75032 WOULD LIKE TO SERVE ANOTHER TERM	832/687-5102	Gnick540@gmail.com First term : 07.2013 - 2015 Second term : 2015 - 2017 Third term : 2017 – 06.25.19 Fourth Term: 06.25.19 – 06.30.21 Fifth Term: 06.30.21 – 06.30.23
David Cross (Alternate) 941 FM 1139 Rockwall 75032 WOULD LIKE TO SERVE ANOTHER TERM AS A REGULAR MEMBER	214/550-6338	david@wholeenvironmental.com First term : 06.25.19 – 06.30.21 Second term : 06.30.21 - 06.30.23
Lee C Nichols (Alternate) 700 Frontier Trail P.O. Box 2336 McLendon-Chisholm 75032	469/613-6041	Lnichols75032@gmail.com First term : 06.30.22 – 06.30 .24
James Parnel (Alternate) 621 Glen Acres McLendon-Chisholm 75032	214/537-5200	JSParnell@gmail.com First Term: 06.30.22 – 06.30.24

PLANNING & ZONING COMMISSION

Roster as of 06.30.23

Lesley Schwalje (Chairman) 262 Meadowpark McLendon-Chisholm, Texas 75032 NO RESPONSE REGARDING SERVING ANOTHER TERM	214/557-1745	lschwalje@HNTB.com First term : 07.2018 – 06.25.19 Second term : 06.25.19 – 06.30.21 Third term : 06.30.21 – 06.30.23
Robert Rohde 13 Dancing Waters Lane McLendon-Chisholm, Texas 75032 WOULD LIKE TO SERVE ANOTHER TERM	713/594-7835	robbarrohde@aol.com First Term : expires 01.2018 Second Term: 06.30.18 – 06.30.20 Third Term: 03.10.21 – 06.30.23
Mark Kipphut 31 Fireside Dr. McLendon, Texas 75032 WOULD LIKE TO SERVE ANOTHER TERM	214/771-3136	Mark_Kipphut@msn.com First Term : 07.01.21 – 06.30.23
Daniela Swindoll 321 Herron Circle McLendon-Chisholm 75032	512/965-2709	daniswearing@gmail.com First term : 06.25.20 – 06.30.22 Second term : 06.30.22 – 06.30.24
Brad Martin 1413 Artesia Lane Rockwall 75032	214/843-4362	Bradwmartin2@yahoo.com First term : 07.28.20 – 06.30.22 Second term : 06.30.22 - 06.30.24

Service Agreement for C-3 Annexed Property

The undersigned parties (each a "Party" and collectively the "Parties") have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code, and the Development Agreement (hereinafter defined) entered into by the Parties pursuant to Section 212.172, Texas Local Government Code. This Agreement is for the property described on Exhibit A attached hereto and incorporated herein (the "Property"). The Parties enter into this Agreement prior to the annexation of the Property by the City of McLendon-Chisholm (the "City"). In the event of a conflict between this Agreement and the Development Agreement entered between the City and MC Trilogy Texas, LLC ("MCT") and recorded in the real property records of Rockwall County, Texas on November 10, 2021, as Instrument Number 20210000030761 (the "Development Agreement"), the Development Agreement shall control. The Development Agreement vests rights to develop the project as contemplated by the Development Agreement.

RECITALS

WHEREAS, the Parties acknowledge that the City is annexing the Property pursuant to the terms of the Development Agreement, and each Party has relied on the enforceability and validity of the Development Agreement as the City's sole source of authority for annexation of the Property; and

WHEREAS, the Parties acknowledge and agree that MCT consented in writing to the City's annexation of the Property pursuant to MCT's obligations under the Development Agreement, and in order for such consent and any resulting annexation to be valid, the Development Agreement must also be valid; and

WHEREAS, the Parties acknowledge and agree that the City's annexation of the Property is valid only so long as the Development Agreement remains valid and enforceable; and

WHEREAS, the Parties acknowledge and agree that the consideration for MCT agreeing to consent in writing to the annexation of the Property is the existing and continued validity and enforceability of the Development Agreement, the City's existing and continued recognition of the project's vested rights pursuant to the Development Agreement and City-approved permits for all or a portion of the Property, and the City's acknowledgement and continued agreement that the Property may be developed pursuant to all City-approved plats of the Property or any portion thereof including, but not limited to, the preliminary plat of the Property that was deemed approved by the City by operation of State law as evidenced by the deemed approval certificate signed by the City's Mayor on January 10, 2023;

WHEREAS, the Parties acknowledge and agree that the following disclosures were made at the time the City made the initial offer to enter into the Development Agreement and such disclosures are repeated in this Agreement: (a) MCT was not required to enter into the Development Agreement; (b) the City may annex the Property pursuant to Section 212.172, Texas Local Government Code and the Development Agreement entered into pursuant to such authority, which agreement provides for MCT's consent to annexation and the conditions to such consent; (c) annexation procedures include a City Council public hearing on annexation, as well as the notices of such hearing required by Chapter 43, Texas Local Government Code, followed by execution by the Parties of this Agreement and the City Council's adoption of an ordinance

annexing the Property; (d) the procedures for annexation of the Property require MCT's consent; and (e) pursuant to Section 212.172, Texas Local government Code, by entering into the Development Agreement, the City waived its immunity from suit for the purpose of adjudicating a claim for breach of the Development Agreement.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the Parties agree to the following:

A) GENERALLY

Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of McLendon-Chisholm in accordance with the requirements in Texas Local Government Code Chapter 43 and the following provisions. The City of McLendon-Chisholm shall provide the annexed tract the levels of service and infrastructure that are comparable to the levels of service and infrastructure available in other parts of the City of McLendon-Chisholm with similar topography, land use, and population density to the extent consistent with the terms of the Development Agreement. In the event of a conflict between this Agreement and the Development Agreement, the Development Agreement shall control.

B) EMERGENCY SERVICES

1) Police

Police protection from the City of McLendon-Chisholm Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas commencing on the effective date of the annexation ordinance. These services include:

- i) Normal patrol and responses;
- ii) Handling of complaints and incident reports;
- iii) Special units, such as traffic enforcement and investigations; and
- iv) Coordination with other public safety support agencies.

2) Fire

The McLendon-Chisholm Fire Department will provide emergency and fire prevention services to the annexed area at a level consistent with current methods and procedures presently provided to similar areas commencing on the effective date of the annexation ordinance. These services include:

- i) Fire suppression and rescue;
- ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
- iii) Hazardous materials response and mitigation;
- iv) Emergency prevention and public education efforts;

v) Technical rescue response.

3) Emergency Medical Services

The McLendon-Chisholm Fire Department will provide emergency and safety services to the annexed area at a level consistent with current methods and procedures presently provided to similar areas commencing on the effective date of the annexation ordinance. These services include:

- i) Emergency medical dispatch and pre-arrival First Aid instructions;
- ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
- iii) Medical rescue services.

C) SOLID WASTE

Solid Waste and Recycling Collection Services will be provided by the City to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City.

D) WASTEWATER SERVICES

Wastewater service will be provided as set forth in the Development Agreement.

E) WATER SERVICES

Water service to the Property will be provided as set forth in the Development Agreement.

F) ROAD AND STREETS

Maintenance of streets, roads, curbs, gutters and other similar roadway improvements, traffic signals, street markings, lighting and other traffic control devices within the Property shall be provided by the District (as defined by the Development Agreement) as set forth in the Development Agreement.

G) PARKS, PLAYGROUNDS, SWIMMING POOLS, AND OTHER PUBLIC FACILITIES, BUILDINGS, AND SERVICES

Maintenance of public parks, playgrounds, swimming pools, and all other public facilities, buildings and services within the Property shall be provided by the City upon the effective date of annexation in accordance with existing City policy and the Development Agreement.

H) OTHER SERVICES

Other services that may be provided by the City of McLendon-Chisholm, such as municipal and general administration will be made available on the effective date of the annexation. The City of McLendon-Chisholm shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of McLendon-Chisholm with similar

topography, land use, and population density similar to those reasonably contemplated or projected in the area.

I) RECITALS INCORPORATED

The recitals contained in this Agreement: (a) are true and correct as of the date of annexation of the Property; (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.

J) BINDING AGREEMENT

This Agreement shall be recorded in the deed records of Rockwall County, Texas, and when recorded, shall be binding upon the Parties and future owners of the Property. The City's obligations under this Agreement shall be binding upon the City regardless of who owns all or any portion of the Property.

K) 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.

L) 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. MC Trilogy Texas, LLC ("MCT") represents and warrants that this Agreement has been approved by appropriate action of MCT, and that the individual executing this Agreement on behalf of MCT 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 43.0672 and Section 212.172 of the Texas Local Government Code.

M) ENTIRE AGREEMENT

This Agreement together with the Development 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.

N) 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, Texas. Venue for any action to enforce or construe this Agreement shall be in Rockwall County, Texas.

O) NON WAIVER

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

P) OTHER PROVISIONS

- 1) No 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, MCT 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.
- 2) Iran, Sudan, and Foreign Terrorist Organizations. MCT 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 MCT 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.

- 3) 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, MCT 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.

- 4) 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, MCT hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions:

'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

- 5) Affiliate. As used above in this Agreement, MCT understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with MCT within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.
- 6) Form 1295. The Parties acknowledge and agree that MCT 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 MCT submitted its signature page to this Agreement. The City hereby confirms timely receipt of the Form 1295 from MCT 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.

[SIGNATURE PAGES FOLLOW]

Entered into this 19th day of April, 2023 to be effective upon annexation of the Property.

CITY OF MCLENDON-CHISHOLM

By: _____
Name: Konrad Hildebrant
Title: City Administrator

OWNER:

MC TRILOGY TEXAS, LLC,
a Texas limited liability company

BY: _____
Phillip Huffines, Managing Director

Exhibit A
Metes and Bounds Description

TRACT 1

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE S 44°23'53" W a distance of 1352.29'to a point for corner;

THENCE S 44°42'29" W a distance of 1349.67'to a point for corner;

THENCE N 45°05'00" W a distance of 30.40'to a point for corner;

THENCE S 68°20'00" W a distance of 151.80'to a point for corner;

THENCE N 88°15'00" W a distance of 274.51'to a point for corner;

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Exhibit A
Metes and Bounds Description

THENCE N 88°15'00" W a distance of 102.49'to a point for corner;
THENCE N 87°05'36" W a distance of 499.42'to a point for corner;
THENCE N 88°20'23" W a distance of 365.10'to a point for corner;
THENCE N 45°00'00" W a distance of 1596.73'to a point for corner;
THENCE N 45°00'00" E a distance of 1050.00'to a point for corner;
THENCE N 45°00'00" W a distance of 150.87'to a point for corner;
THENCE N 48°33'57" E a distance of 83.82'to a point for corner;
THENCE N 08°18'57" E a distance of 54.00'to a point for corner;
THENCE N 43°11'03" W a distance of 104.00'to a point for corner;
THENCE N 12°41'03" W a distance of 111.00'to a point for corner;
THENCE N 39°33'57" E a distance of 93.00'to a point for corner;
THENCE S 89°11'03" E a distance of 140.00'to a point for corner;
THENCE N 33°48'57" E a distance of 108.00'to a point for corner;
THENCE N 81°48'57" E a distance of 98.00'to a point for corner;
THENCE N 13°18'57" E a distance of 143.00'to a point for corner;
THENCE N 61°11'03" W a distance of 57.00'to a point for corner;
THENCE N 44°56'03" W a distance of 123.00'to a point for corner;
THENCE N 08°56'03" W a distance of 57.00'to a point for corner;
THENCE N 86°18'57" E a distance of 129.00'to a point for corner;
THENCE N 40°03'57" E a distance of 128.00'to a point for corner;
THENCE N 57°03'57" E a distance of 110.00'to a point for corner;
THENCE N 69°48'57" E a distance of 81.15'to a point for corner;
THENCE N 41°14'57" W a distance of 2018.90'to a point for corner;

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

LESS.

TRACT 2

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

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

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

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

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

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

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

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

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

THENCE S 45°00'00" W a distance of 1092.91' to a point for corner;

THENCE N 88°13'09" W a distance of 163.88' to a point for corner;

THENCE N 86°06'41" W a distance of 301.66' to a point for corner;

THENCE N 88°15'00" W a distance of 1073.00' to a point for corner;

THENCE N 01°45'00" E a distance of 65.55' to a point for corner;

THENCE N 44°34'36" E a distance of 928.59' to a point for corner;

THENCE N 44°31'40" E a distance of 151.79' to a point for corner;

THENCE N 43°28'23" E a distance of 346.55' to a point for corner;

THENCE N 44°43'11" E a distance of 901.86' to a point for corner;

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Exhibit A
Metes and Bounds Description

THENCE N 44°06'02" E a distance of 914.03' to a point for corner;

THENCE N 44°44'29" E a distance of 285.28' to a point for corner;

THENCE N 45°50'03" E A DISTANCE OF 322.68' TO THE POINT OF BEGINNING,
CONTAINING 5,807,645.3 SQUARE FEET, OR 133.325 ACRES OF LAND MORE OR
LESS.

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED PROPERTY CONSISTING OF TERRITORY MORE SPECIFICALLY DESCRIBED BELOW AND COMPRISING APPROXIMATELY 441.818-ACRE TRACT OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS (TRACT 1) AND AN APPROXIMATELY 133.325-ACRE TRACT OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS (TRACT 2), LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF MCLENDON-CHISHOLM, TEXAS INTO THE CORPORATE LIMITS OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS; PROVIDING FOR THE INCORPORATION OF PREMISES; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, on February 15, 2023, the City Council passed a resolution accepting the petition of MC Trilogy Texas, LLC, a Texas limited liability company (the "Owner") of the Property, requesting annexation into the City of McLendon-Chisholm, attached hereto and incorporated as if set forth fully herein as **Exhibit B** (the "Annexation Petition") and set a public hearing date of March 28, 2023 for such annexation; and

WHEREAS, on March 28, 2023, the City Council held a public hearing on this annexation; and

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

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

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, a written services agreement for the area to be annexed was approved by the City Council and entered into with the Owner on April 19, 2023 prior to the adoption of this Ordinance; and

WHEREAS, an offer of a development agreement pursuant to Section 43.016 of the Texas Local Government Code has been made and rejected, and the Owners and City elected to enter into a development agreement pursuant to Section 212.172 of the Texas Local Government Code, recorded in the real property records of Rockwall County, Texas on November 10, 2021, as Instrument Number 20210000030761 (the "Development Agreement"), which vests rights to develop the project as contemplated by the Development Agreement; and

WHEREAS, the Development Agreement contemplates the City's annexation of the Property, and this Ordinance is consistent with the Development Agreement; and

WHEREAS, consistent with the terms of the Development Agreement and City Council Resolution No. 2021-10 dated October 13, 2021 consenting to the addition of the Property into the boundaries of the Rockwall County Municipal Utility District No. 10 (the "District"), the City reaffirms such consents to the Property being added to District and acknowledges that the District intends to include the Property in the boundaries of the District; and

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

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

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

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

SECTION 3. Written Services Agreement. A Written Services Agreement prepared in accordance with the applicable provision of state law pertaining to annexation was entered into by the City and the Owner prior to the adoption of this Ordinance, and such agreement shall govern the delivery of municipal services to the annexed territory. Services shall be provided in accordance with the Written Services Agreement, including the services described on **Exhibit C** attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

SECTION 10. Consent to Include the Property in District. The City hereby reaffirms the existing City consents given in the Development Agreement and Resolution No. 2021-10 to the inclusion of the Property within the District.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City of McLendon-Chisholm, Texas.

PASSED AND APPROVED this 19th day of April, 2023.

MAYOR

ATTEST:

CITY SECRETARY

CITY ATTORNEY - APPROVED AS TO FORM

Exhibit A
Metes and Bounds Description

(APPROXIMATELY 575.143 ACRES)

TRACT 1

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

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

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

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

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

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

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

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

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

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

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

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THENCE N 88°15'00" W a distance of 102.49'to a point for corner;

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

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

TRACT 2

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J. SIMMONS SURVEY, ABSTRACT NO. 202, THE W.W. FORD SURVEY, ABSTRACT NO. 80, AND THE A. RODRIGUEZ SURVEY, ABSTRACT NO. 231, IN ROCKWALL COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO

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**Exhibit B
Annexation Petition**

PETITION FOR ANNEXATION

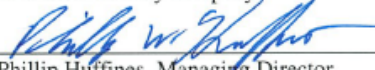
TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS:

MC Trilogy Texas, LLC, a Texas limited liability company (the "Owner"), the Owner of the property described by metes and bounds and depicted on Exhibit A (the "Property"), hereby requests that the Property be annexed by the City of McLendon-Chisholm, Texas (the "City") in accordance with the terms of, and subject to the satisfaction of the conditions precedent to annexation as agreed to in, that certain Development Agreement between the City and the Owner recorded in the real property records of Rockwall County, Texas on November 10, 2021, as Instrument Number 20210000030761.

EXECUTED this 2nd day of December, 2022.

OWNER:

MC Trilogy Texas, LLC,
a Texas limited liability company

By: 
Phillip Huffines, Managing Director

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on December 2, 2022 by Phillip Huffines, Managing Director of MC Trilogy Texas, LLC, a Texas limited liability company on behalf of said company.


Notary Public, State of Texas

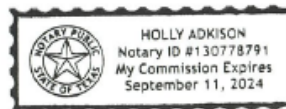


Exhibit A
Metes and Bounds Description and Depiction of the Property

ETJ TRACT 1

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Exhibit A – Page 1

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Page 9
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Exhibit A

Metes and Bounds Description and Depiction of the Property

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Exhibit A – Page 3

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Page 11
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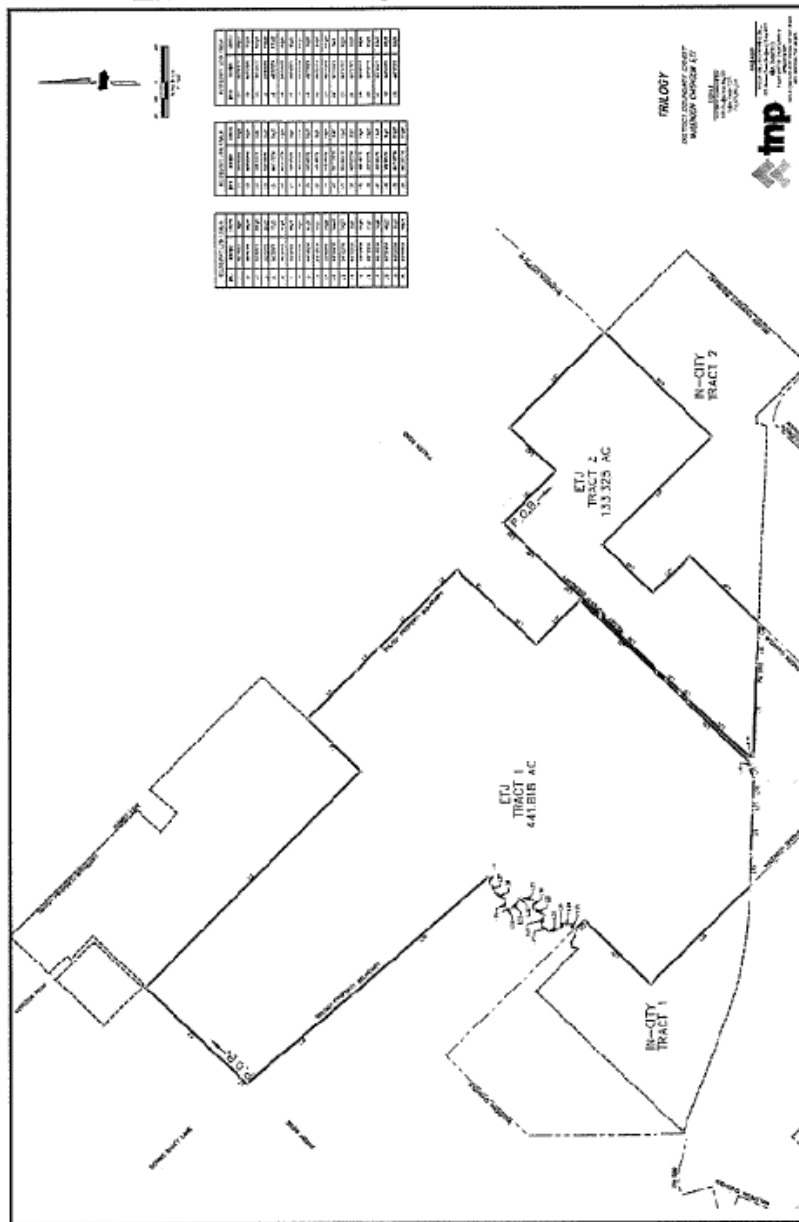


Exhibit A – Page 4

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Page 12
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Exhibit C

Annexation Services

A) SERVICES GENERALLY

Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of McLendon-Chisholm in accordance with the following plan. The City of McLendon-Chisholm shall provide the annexed tract the levels of service and infrastructure that are comparable to the levels of service and infrastructure available in other parts of the City of McLendon-Chisholm with similar topography, land use, and population density and otherwise consistent with the terms of the Development Agreement. In the event of a conflict between this exhibit and the Development Agreement, the Development Agreement shall control.

B) EMERGENCY SERVICES

1) Police

Police protection from the City of McLendon-Chisholm Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas commencing on the effective date of the annexation ordinance. These services include:

- i) Normal patrol and responses;
- ii) Handling of complaints and incident reports;
- iii) Special units, such as traffic enforcement and investigations; and
- iv) Coordination with other public safety support agencies.

2) Fire

The McLendon-Chisholm Fire Department will provide emergency and fire prevention services to the annexed area at a level consistent with current methods and procedures presently provided to similar areas commencing on the effective date of the annexation ordinance. These services include:

- i) Fire suppression and rescue;
- ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
- iii) Hazardous materials response and mitigation;
- iv) Emergency prevention and public education efforts;
- v) Technical rescue response.

3) Emergency Medical Services

The McLendon-Chisholm Fire Department will provide emergency and safety services to the annexed area at a level consistent with current methods and procedures presently provided to similar areas commencing on the effective date of the annexation ordinance. These services include:

- i) Emergency medical dispatch and pre-arrival First Aid instructions;
- ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
- iii) Medical rescue services.

C) SOLID WASTE

Solid Waste and Recycling Collection Services will be provided by the City to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City.

D) WASTEWATER SERVICES

Wastewater service will be provided as set forth in the Development Agreement.

E) WATER SERVICES

Water service to the Property will be provided as set forth in the Development Agreement.

F) ROAD AND STREETS

Maintenance of streets, roads, curbs, gutters and other similar roadway improvements, traffic signals, street markings, lighting and other traffic control devices within the Property shall be provided by the District as set forth in the Development Agreement.

G) PARKS, PLAYGROUNDS, SWIMMING POOLS, AND OTHER PUBLIC FACILITIES, BUILDINGS, AND SERVICES

Maintenance of public parks, playgrounds, swimming pools, and all other public facilities, buildings and services within the Property shall be provided by the City upon the effective date of annexation in accordance with existing City policy and the Development Agreement.

H) OTHER SERVICES

Other services that may be provided by the City of McLendon-Chisholm, such as municipal and general administration will be made available on the effective date of the annexation. The City of McLendon-Chisholm shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of McLendon-Chisholm with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.



City of McLendon-Chisholm
1371 West FM 550 - McLendon-Chisholm, Texas 75032
TEL: (972)524-2077 FAX: (972)524-9128

ZONING CHANGE APPLICATION

Date of Application: 1/25/23

Receipt # _____

Fee: \$600 per lot + \$10 per acre (acreage rounded to the next whole acre) + ALL consultant Costs. Consultant costs includes City Planner, City Engineer, Legal Fees and any other outside consultant costs incurred by the City.

Address and/or Location of Request:

See attached "Location Map" for the location of the property.

Property Legal Description:

See attached "Meets and Bounds Description of the Property" for the legal description.

County Parcel ID: 115324 and 115325

Existing Zoning: Agricultural District Requested Zoning: PD

Applicant's Name: MC Trilogy Texas LLC

Phone No. 214-532-9326 Email: colin@heiinc.com

Status of Applicant: Owner ☒ or Authorized Agent _____

Applicant's Address: _____

Owner's Address: 8200 Douglas Ave, Suite 300 Dallas, TX 75225

I certify that I am the owner of the property described in this petition/application and Not applicable is the authorized agent to file this application on my behalf.

Signature of Owner:

Colin Hei Date 1/25/23

Signature of Applicant:

Colin Hei Date 1/25/23

Development Fees

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

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

ALL Consulting Costs - Includes City Planning, City Engineer, City Attorney and any other outside consultant costs incurred by the City. All outstanding fees must be paid by the applicant prior to their application being placed on the agenda of the Planning & Zoning Commission, City Council or BOA. Consultants invoice the City monthly after work is completed, so it is possible for plat applicants to receive notice of outstanding fees after a plat has been considered. The City will invoice for any remaining consulting charges. Building permits be not be issued with fees outstanding.

I hereby certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application. All information submitted herein is true and correct and the application fee of \$ N/A to cover the cost of this application, and an initial deposit of \$ N/A for consulting fees has been paid to the City of McLendon-Chisholm on this _____ day of _____, 202__.

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

Signature of Applicant (Owner/Authorized Agent):



City Secretary:



(Seal)



See attached supplement letter

Page 2 of 2

02/25/2020 Zoning Change Application and Checklist

CHECKLIST FOR ZONING CHANGE APPLICANT

The following items must be submitted along with the completed application before processing and scheduling.

1. Completed Application
2. Legal Description and plat of the subject site. Two (2) copies of field note description typed and attached on a separate sheet (plain bond paper) and the subdivision name with lot and block number.
3. A location map clearly showing the site in relation to adjacent streets and distance to nearest thoroughfare.
4. Filing Fee of \$600.00 for the requested change of property + 10 per acre + ALL consultant costs.
5. Names and Addresses of Legal Property Owners within 200 feet of property. (The City will need to send these out 11 Days or more giving notice of the Public Hearing)
6. If not the owner of the property, have a letter from the owner stating that the applicant is authorized to file the application.
7. Post signs of Proposed Zoning Change at the property site. (City)



January 25, 2023

City of McLendon-Chisholm
Mr. Konrad Hildebrant
City Administrator
1371 West FM 550
McLendon-Chisholm, Texas 75032

RE: Trilogy PD Application

Mr. Hildebrant,

On behalf of the property owner, MC Trilogy Texas, LLC ("Trilogy"), I am enclosing an application to zone as a Planned Development approximately 575.143 acres of land (the "Trilogy Property") that has been or will be annexed into the City's corporate limits. The enclosed PD application for the Trilogy Property is contemplated by and consistent with the terms of the Development Agreement entered between the City and Trilogy. Pursuant to Section 4.7 of the Development Agreement, zoning fees do not apply to this application.

The attorney for the applicant is Misty Ventura with Shupe Ventura, PLLC. Please feel free to contact her, as well, if you have questions or comments related to this application.

Sincerely,

Colin Huffines,
Project Manager

CC: Misty Ventura, misty.ventura@svlandlaw.com (via email)
Melissa Lindelow, melissa.lindelow@svlandlaw.com (via email)
Michael Halla, mhalla@hallalawfirm.com (via email)

Metes and Bounds Description of the Property

ETJ TRACT 1

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

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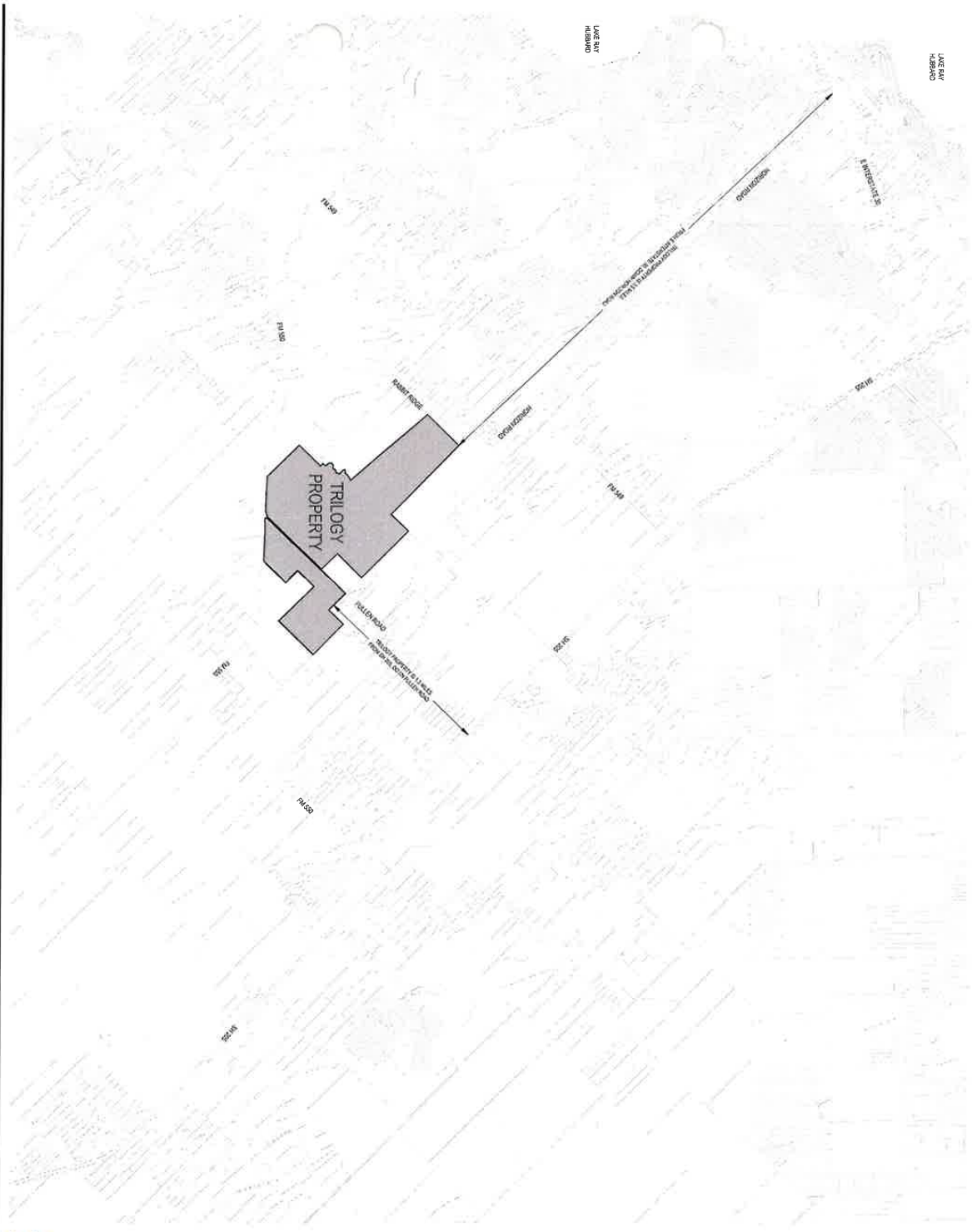
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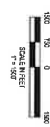


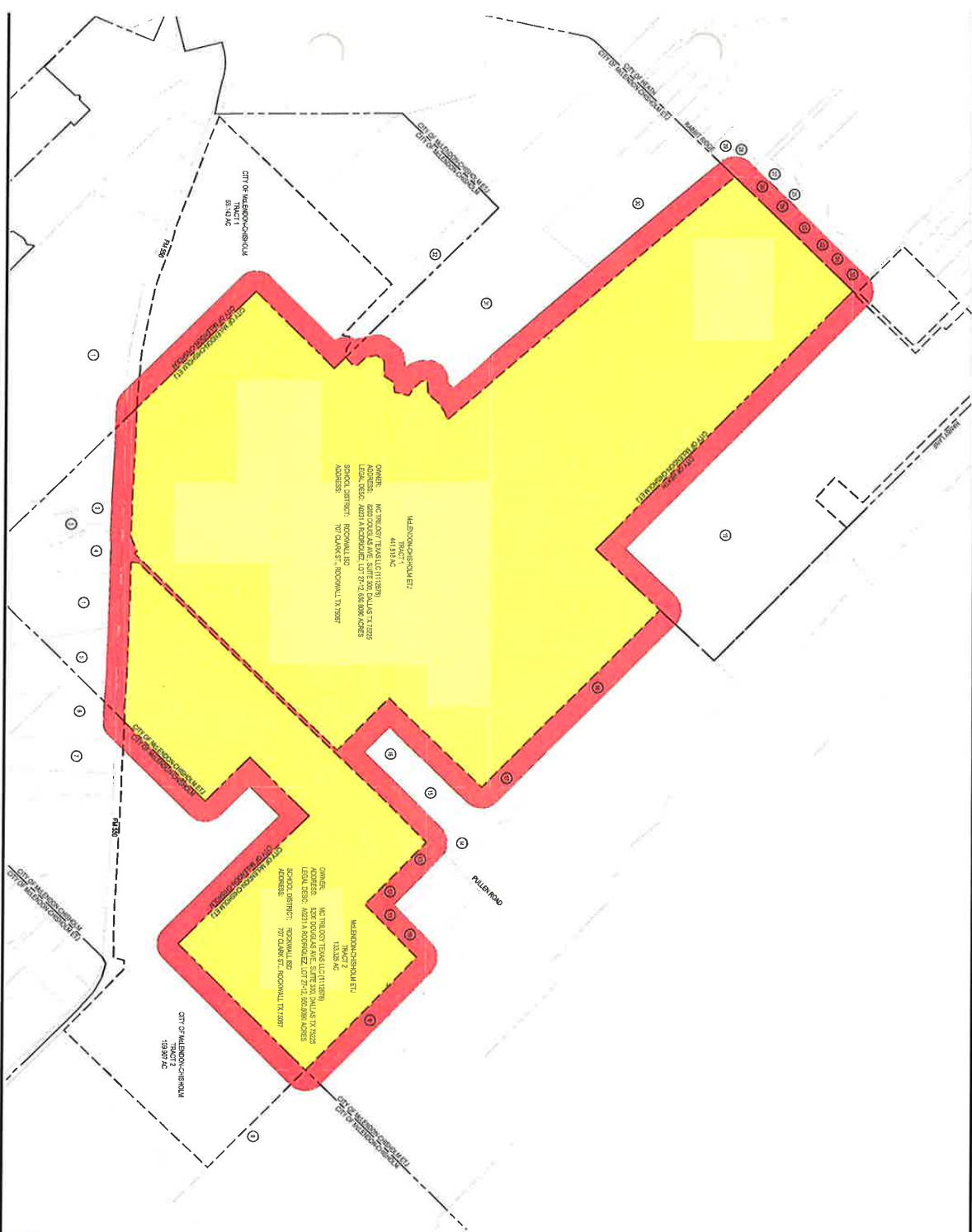
TRIOGY
LOCATION MAP

TRIOGY, INC. AND TRIOGY, INC.
10000 1st St, Suite 100
Tulsa, Oklahoma 74103
201.461.2022 or 201.461.1000
TRIOGY, INC. AND TRIOGY, INC.
10000 1st St, Suite 100
Tulsa, Oklahoma 74103

TRIOGY WITHIN CITY OF
MEMPHIS, TENNESSEE

LEGEND





- LEGEND**
- Trilogy within City of Milledgeville-Chickamauga ETJ
 - Area within 200' of Trilogy Property
 - Adjacent Property within 200' of the Trilogy Property



TRILOGY
 ADJACENT PROPERTIES

Trilogy Properties, Inc.
 6000 Downs Avenue, Suite 200
 Dulac, GA 31728
 Phone: 706.774.4300
 Fax: 706.774.4301
 Email: info@trilogypa.com
 Website: www.trilogypa.com

ADJACENT PROPERTIES[illegible][illegible][illegible]

TRUCKS, TRAILERS AND EQUIPMENT, INC.
625 WEST 10TH STREET, SUITE 1000
ALBUQUERQUE, NM 87102
505/263-1111
WWW.TTEQUIPMENT.COM

TRILLOGY
ADJACENT PROPERTIES



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

DATE: March 16, 2023

APPLICANT: Colin Huffines
MC Trilogy Texas, LLC
8200 Douglas Avenue
Suite 300
Dallas, Texas 75225

LOCATION: The property is generally bounded on the north by Rabbit Ridge Road, on the west by FM 550 as shown on the attached approved concept plan.
Rockwall Parcel ID# 115324 and 115325.

Owner: MC Trilogy Texas, LLC
8200 Douglas Avenue
Suite 300
Dallas, Texas 75225
Representative: Colin Huffines, Project Manager

PLANNING AND ZONING COMMISSION MEETING DATE: March 21, 2023

REQUEST:

1. The applicant is requesting approval of a planned development district on 575.143 acres of land currently in the City's Extra Territorial Jurisdiction. The subject property is part of an existing development agreement and an approved preliminary plat.

STAFF RECOMMENDATION: Approval. These zoning regulations are consistent with the approved Concept Plan, the Development Agreement [DA] and the Subdivision regulations as amended by Exhibit E of the DA.

BACKGROUND INFORMATION: In October 2021 the City of McLendon-Chisholm entered into an development agreement with MC Trilogy Texas, LLC for the future development of a quality, master-planned, mixed-use community providing parkland, open space, and other public and private amenities that will benefit and serve the present and future citizens of the City. This agreement establishes Governing Regulations for the development of all the property located within the boundary of MC Trilogy Texas. Approximately 179 acres of Trilogy are located within the City limits. In December 2021 the City Council approved the zoning ordinance for the In-City property. The remainder property is currently in the Extra Territorial Jurisdiction of the City.

Approved Concept Plan

Exhibit C Concept Plan



The Planned Development District and supporting documents are available for review at McLendon-Chisholm City Hall.

The PDD ordinance is included here: [double click the icon]



Trilogy - Zoning - PD
Zoning Ordinance (ET)

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AMENDING THE COMPREHENSIVE PLAN, COMPREHENSIVE ZONING ORDINANCE AND OFFICIAL ZONING MAP OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, AS HERETOFORE AMENDED, SO THAT AN APPROXIMATELY 575.143-ACRE PROPERTY DESCRIBED BY METES AND BOUNDS ON EXHIBIT A ATTACHED HERETO IS ZONED "PD" – PLANNED DEVELOPMENT DISTRICT, GENERALLY TO ALLOW FOR SINGLE FAMILY RESIDENTIAL USES AND CERTAIN COMMERCIAL USES, AND TO ADOPT DEVELOPMENT STANDARDS FOR THE 575.143-ACRE PROPERTY; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR A CONFLICTS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, upon annexation of an approximately 575.143-acre property on March 28, 2023 by the adoption of Ordinance No. _____, which property is more fully described and depicted on Exhibit A attached hereto (the "Property"), the City of McLendon-Chisholm (the "City") considered amending the City's Comprehensive Plan, Comprehensive Zoning Ordinance, and Zoning Map by establishing "PD" – Planned Development District zoning on the Property to allow for a mix of residential and certain commercial uses on the Property subject to the development standards set forth in this Ordinance; and

WHEREAS, the City Council finds that this Ordinance is consistent with the Property's vested rights and the terms of the development agreement between the City and the owner of the Property recorded in the real property records of Rockwall County, Texas on November 10, 2021, as Instrument Number 20210000030761 that governs the development of the Property (the "Development Agreement"); and

WHEREAS, this Ordinance updates the City's Comprehensive Plan to reflect and plan for the development authorized by the Development Agreement; and

WHEREAS, after notice of the required zoning as required by law and holding the public hearings required by law, the City Council is of the opinion that the PD zoning district classification on the Property, amendment to the official zoning map of the City to reflect the PD zoning classification, and amendment to the City's Comprehensive Plan consistent with this Ordinance should be made.

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

- Section 1: That the Comprehensive Plan, Zoning Ordinance and Zoning Map of the City of McLendon-Chisholm, Texas, duly passed by the governing body of the City of McLendon-Chisholm, Texas, as heretofore amended, be and the same are hereby amended to establish a Planned Development ("PD") described herein, of approximately 575.143 acres located in the J. Simmons Survey, Abstract No. 202, the W.W. Ford Survey, Abstract No. 80, and the A. Rodriguez Survey, Abstract No. 231, in Rockwall County, Texas, generally located north of FM 550 and east and west of Pullen Road and being more particularly described in Exhibit "A," which is attached hereto and incorporated herein.
- Section 2: Use and development of the subject property shall conform to this Ordinance. All attached exhibits are incorporated herein for all purposes.
- Section 3: If any section, subsection, paragraph, sentence, phrase or clause of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance, which shall remain in full force and effect, and to this end, the provisions of this Ordinance are declared to be severable.
- Section 4: It shall be unlawful for any person, firm or corporation to develop this property, or any portion thereof, in any manner other than is authorized by this Ordinance, and upon conviction therefore, shall be fined any sum not exceeding \$2,000.00, and each day that such violation shall continue shall be considered a separate offense. These penal provisions shall not prevent an action on behalf of the City of McLendon-Chisholm to enjoin any violation or threatened violation of the terms of this Ordinance, or an action for mandatory injunction to remove any previous violation hereof.
- Section 5: This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of McLendon-Chisholm, Texas and the McLendon-Chisholm Zoning Ordinance, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such codes, in which event the conflicting provision of such ordinance and such codes are hereby repealed.
- Section 6: That all recitals contained in this Ordinance are fully incorporated herein as if fully written.
- Section 7: The caption of this Ordinance shall be published as required by law, and this Ordinance shall become effective upon such publication.

[Signature page follows]

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MCLENDON-CHISHOLM, TEXAS, ON THE 28th DAY OF MARCH, 2023.**

CITY OF MCLENDON-CHISHOLM, TEXAS

Name: _____
Title: Mayor_____

ATTEST:

Name: _____
Title: City Secretary_____
Date: _____

Exhibit A
Metes and Bounds Description of the Property

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Exhibit B
Planned Development District Development Regulations

1. Definitions.
 - a. Building Permit Fees is defined in Section 10(c) of this exhibit.
 - b. City Fees is defined in Section 10(e) of this exhibit.
 - c. Concept Plan means the Concept Plan attached as **Exhibit C** of this Ordinance, as amended from time to time in accordance with this Ordinance.
 - d. District means Rockwall County Municipal Utility District No. 10 or any municipal utility district resulting from the division of Rockwall County Municipal Utility District No. 10.
 - e. Development Agreement means that certain Development Agreement between the City and MC Trilogy Texas, LLC approved by the City Council on October 27, 2021.
 - f. End-Buyer means the end-buyer of a fully developed and improved lot within the Property.
 - g. Fees is defined in Section 10(g) of this exhibit.
 - h. Flood Study Fee is defined in Section 10(d) of this exhibit.
 - i. Governing Regulations is defined in Section 2 of this exhibit.
 - j. Ordinance means this Ordinance establishing planned development district zoning on the Property.
 - k. Owner means "Owner" as defined in the Development Agreement or an "Assignee" as defined in the Development Agreement.
 - l. Plan Review Fees is defined in Section 10(b) of this exhibit.
 - m. Plat Review Fees is defined in Section 10(a) of this exhibit.
 - n. Property means the property described on **Exhibit A** of this Ordinance.
 - o. Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure to serve the Property in accordance with the Development Agreement.
 - p. Public Safety Fees is defined in Section 10(f) of this exhibit.
 - q. Structure means every structure designed or intended for human occupancy and every accessory structure intended for human occupancy.
 - r. TCEQ means Texas Commission on Environmental Quality.

- s. Zoning Ordinance means the City's comprehensive zoning ordinance in effect on the effective date of the Development Agreement.

2. Governing Regulations.

- a. Development of the Property shall be governed solely by the following regulations (collectively, the "Governing Regulations"): (i) the Zoning Ordinance, as amended by this Ordinance (the "Development Regulations"); (ii) the following building codes adopted by the City and in effect on the Effective Date: the provisions of the International Building Code (2018 edition), the International Residential Code (2018 edition), the International Energy Conservation Code (2018 edition), the International Mechanical Code (2018 edition), the International Plumbing Code (2018 edition), the International Fuel Gas Code (2018 edition), the International Property Maintenance Code (2018 edition), and the National Electrical Code (2020 edition), the International Fire Code (2018 edition) excluding all cul-de-sac size and dimension requirements, as well as amendments thereto adopted by Ordinance No. 2020-03 (the "Building Codes"); and (iii) the subdivision regulations of the City in effect on the Effective Date (the "Subdivision Regulations"), as amended by the special regulations set forth on **Exhibit E** of this Ordinance (the "Special Regulations").
- b. 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 apply to the use or development of the Property.

3. Concept Plan; Development Plan.

- a. The Concept Plan attached as **Exhibit C** satisfies the requirements of Section 5-1 of the Zoning Ordinance for the approval of a conceptual plan with the establishment of a new planned development district. Revisions to the street layout and the location and configuration of open space areas shown on **Exhibit C** are permitted without City approval provided such revisions comply with all other Governing Regulations. The lot layouts and counts shown for single family development on the Concept Plan are preliminary, conceptual in nature, and subject to change, and final lot layouts and lot counts for single family development will be determined at the time of platting. Any amendment to the Concept Plan that is approved on a plat is deemed to be a City-approved amendment to the Concept Plan. All other revisions to the Concept Plan require the approval of the City Council.
- b. A development plan (also known as a detailed site plan), as required by 5-1 of the Zoning Ordinance is required for all development; however, pursuant to Section 5-1 of the Zoning Ordinance, no signage plan or architectural plans are required for a development plan for single family development or an amenity center. A development plan shall be approved if it satisfies the Governing Regulations. No public hearing is required for a development plan for single family development or an amenity center.

4. Conflicts. In the event of any conflict between this Ordinance and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the date of the adoption of this Ordinance or hereinafter adopted, this Ordinance shall control. In the event of a conflict between this Ordinance (including any exhibit attached hereto) and the Zoning Ordinance, the Building Codes, or the Subdivision Regulations, this Ordinance (including all exhibits attached hereto) shall control. In the event of a conflict between an exhibit attached to this Ordinance and the text of this Ordinance, the text of this Ordinance shall control.

5. Plats. Subdivision of the Property requires approval of plats by the City in accordance with the Governing Regulations.

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

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

8. Building Permits. No Structure shall be constructed unless a building permit has been issued by the City, and permits shall not be unreasonably withheld, conditioned, or delayed. A building permit must be issued for any Structure that complies with the Governing Regulations. Except for model homes, no building permit may be issued for a Structure unless a final plat has been recorded for the lot on which the Structure is being constructed. Building permits must be issued for model homes prior to the recordation of a final plat if the Public Infrastructure to serve the model homes has been completed and inspected (including fire protection and excluding sewer); however, no model home may be sold to any End-Buyer until a final plat has been recorded.

9. Certificate of Occupancy. Except for model homes, no Structure may be occupied until a certificate of occupancy has been issued by the City certifying that the Structure has been constructed in compliance with the Governing Regulations, which certificates shall not be unreasonably withheld, conditioned, or delayed. Model homes may be occupied for the sole purpose of sales and marketing; however, no model home may be sold to or occupied by an End-Buyer until a certificate of occupancy has been issued.

10. Development Charges.

- a. Plat Review Fees. Development of the Property shall be subject to payment to the City of the following fees (the "Plat Review Fees"): (a) for a preliminary plat, \$280 per acre (or fraction thereof) within the plat plus the City's costs to hire a consultant to review the preliminary plat if City staff is not able to review the plat; and (b) for a final plat, \$250 plus \$5 per lot within the final plat, plus the City's costs to hire a consultant to review the final plat if City staff is not able to review the plat.
- b. Plan Review Fees. Development of the Property shall be subject to payment to the City of the reasonable and lawful costs to hire a consultant to review the District's plans and specifications for Public Infrastructure (the "Plan Review Fees").
- c. Building Permit Fees. Development of the Property shall be subject to payment to the City of the reasonable and lawful fees and charges applicable to the City's review of building construction plans, issuance of building permits, inspection of buildings, and issuance of certificates of occupancy (the "Building Permit Fees") according to the fee schedule adopted by the City Council and in effect on the date of submittal of a building permit application. The fee schedule applicable to the Property shall be uniformly applicable to all development within the corporate limits of the City.
- d. Flood Study Fee. A fee equal to the actual cost of the City's engineer's review of a new flood study for the Property shall be paid to the City in connection with the City's analysis of any new flood study that is required by the Governing Regulations (the "Flood Study Fee"), which fee is required to be a reasonable market rate fee for a licensed professional engineer to review a flood study of a comparable scope.
- e. City Fees. The Parties agree that the City may collect a \$1,500 wastewater fee per dwelling unit from each building permit applicant at the time of building permit issuance as a condition to issuance of the building permit for the dwelling unit (the "Wastewater City Fees"), which is a fee that shall be used to fund administrative and facility operation and maintenance costs associated with providing wastewater service to the Property. If the City is the retail water provider to the Property, the Parties agree that the City may collect a \$1,000 water fee per dwelling unit per dwelling unit from each building permit applicant at the time of building permit issuance as a condition to issuance of the building permit for the dwelling unit (the "Water City Fees"), which is a fee that shall be used to fund administrative and facility operation and maintenance costs associated with providing water service to the Property. The City agrees that no impact fees adopted pursuant to Chapter 395 of the Texas Local Government Code will be collected in connection with the development or use of the Property.
- f. Public Safety Fees. The City may collect a \$250 public safety fee per dwelling unit from each building permit applicant at the time of building permit issuance as a condition to issuance of the building permit for the dwelling unit (the "Public Safety Fees"), which fees shall be used to fund the City's provision of public safety services to the Property.

- g. Exclusive Fees. Except for Plat Review Fees, Plan Review Fees, Building Permit Fees, Flood Study Fee, and Wastewater City Fees, the Water City Fees, and the Public Safety Fees (collectively, the "Fees"), no other fees or charges of any kind are due and payable to the City in connection with the development of the Property.
- 11. Manufactured Housing. Notwithstanding any other provision of this Ordinance or the Governing Regulations to the contrary, HUD-certified manufactured homes may be located within the Property, from time to time, for any purpose necessary for the creation or administration of the District (including, but not limited to, providing qualified voters within the District or qualifying persons to serve on the Board of Directors of the District). Owner will notify the City of the location of, make and model of, HUD number for, and 911 address of each home within 30 days after the home is occupied. Manufactured homes permitted by this Agreement: (a) are not required to be located on a platted lot; (b) do not require a building permit; (c) do not require a certificate of occupancy; (d) do not otherwise have to comply with the Governing Regulations; (e) do not require any permit or other approval by the City; (f) are not subject to payment of any of the Fees; and (g) will be promptly removed when no longer needed for the creation or administration of the District. Manufactured homes permitted by this Ordinance must have adequate access for fire protection.
- 12. Water Wells. Water wells may be drilled within the Property to provide irrigation water and water for domestic use, including, but not limited to, use by the residents of the manufactured housing described in the prior section; subject, however, to all applicable rules and regulations of Rockwall County and the TCEQ.
- 13. Director Qualifying Lots. Notwithstanding any other provision of this Ordinance or the Governing Regulations to the contrary, the conveyance, from time to time, by metes and bounds or otherwise of any portion of the Property to any person for the purpose of qualifying such person to be a member of the board of directors of the District shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City; provided, however, no Structure, other than manufactured housing authorized by this Ordinance, shall be constructed on any property conveyed for such purpose unless and until a plat of such portion has been approved by the City in accordance with the Governing Regulations.

Exhibit C Concept Plan

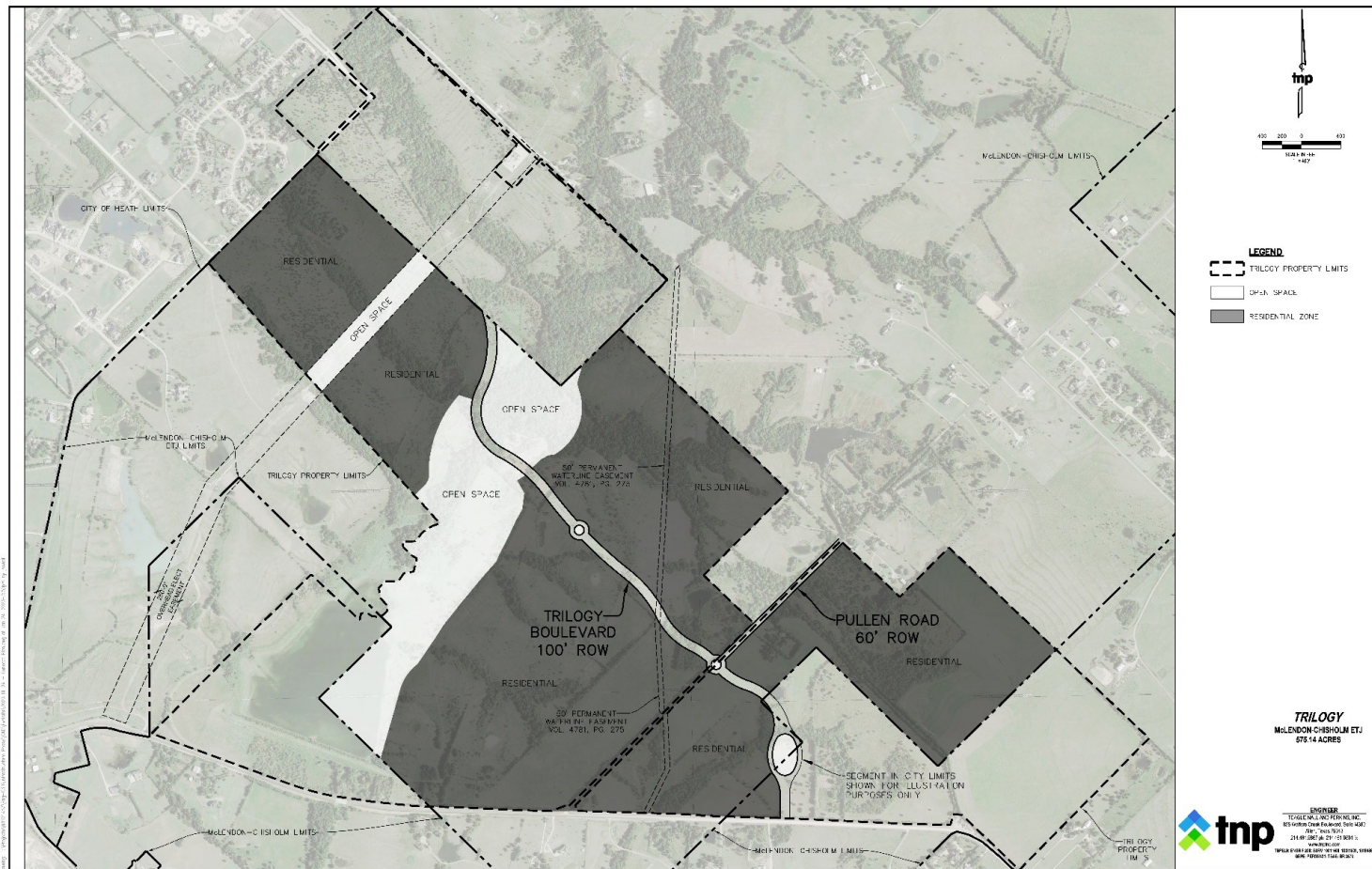


Exhibit D
Development Regulations

1. **Definitions.**

- a. Alley means a publicly or privately owned access way that provides access to the rear of a lot and functions as a traditional alley.
- b. City Administrator means the City Administrator or his or her designee.
- c. Concept Plan means the concept plan attached to this Ordinance as **Exhibit C**, as amended in accordance with this Ordinance.
- d. Front entry garage means a garage accessed from the street in front of a single family detached home. This term does not include side entry or j-swing garages.
- e. Open space means generally undeveloped property that can be used for active or passive recreation, is publicly or privately owned and maintained, is accessible by the residents of the Property or by the general public, and is designated as open space on an approved final plat.
- f. Property means the property described on **Exhibit A** of this Ordinance.
- g. Single family detached means a single dwelling unit on a platted lot that is not physically attached to any other dwelling unit (excluding an accessory dwelling unit).

2. **Permitted Uses.**

- a. The following uses shall be permitted in the areas designated "Residential Zone" on the Concept Plan:
 - i. Single family detached.
 - ii. Public safety buildings.
 - iii. School, public or private (elementary, middle, or high school, home school, day care).
 - iv. Model homes.
 - v. Accessory uses and structures, including, but not limited to buildings, garages, patio covers, pergolas, decks, carports, fences, signs, swimming pools, spas, antenna, satellite dishes, game courts, flagpoles).
 - vi. Accessory dwelling units that are accessory to single family detached uses located on lots with a width greater than 59 feet. An accessory dwelling unit shall not exceed 750 square feet in floor area, and shall be located on the same

lot as the principal use. A separate meter is permitted, but not required, for the accessory secondary living units.

- vii. Accessory home occupations, which shall conform to the Zoning Ordinance with respect to regulations specific to accessory home occupations.
 - viii. Sales office.
 - ix. Amenity Centers. Accessory private community center is permitted as an accessory use to an amenity center. An accessory private community center may include a restaurant or coffee shop open to members and their guests and may include a banquet facility that may be rented for special occasions, such as wedding receptions and parties. This use may include recreational uses and amenities, including, but not limited to, swimming pools and tennis courts. An amenity center may include one or more food trucks.
 - x. Temporary Residential Sales Office, Temporary Construction Office, and Model Homes. A residential real estate sales office and/or construction office, located on a platted lot, may be permitted within a subdivision for which building permits have been issued and may be located either in a model home, in a temporary building, or in a portable trailer. Model homes are permitted within a subdivision for which building permits have been issued. A permit for a temporary residential sales office, construction office, or a model home may be issued for no more than one year, but shall be automatically extended for so long as the builder maintains active and continuous sales or construction activities within the subdivision and a minimum of five lots in the subdivision remain unsold. Such sales office shall be used for sales in the subject subdivision only and not for sales in any other subdivision.
 - xi. Farmers market.
- b. The following uses shall be permitted in the areas designated "Commercial Zone" on the Concept Plan:
- i. The following nonresidential uses:
 - A. All uses permitted by right in the NC Neighborhood Commercial District pursuant to the Zoning Ordinance are permitted by right without conditions.
 - B. All uses permitted by SUP in the NC Neighborhood Commercial District pursuant to the Zoning Ordinance are permitted by SUP.
 - C. Restaurant, drive-in or drive-thru
 - D. Restaurant/refreshment stand (temporary or seasonal)
 - E. Retail uses of any type and size

- F. Service uses of any type, such as nail salons, hair salons, and similar uses providing services to the public
 - G. Pharmacy
 - H. Office (business, professional, or medical)
 - I. Fuel sales, with or without a convenience store
 - J. Furniture repair
 - K. Bank or other financial institution
 - L. Accessory banking
 - M. Florist
 - N. Veterinary clinic or hospital with or without outside kennels and boarding
 - O. Day care
 - P. Farmers market
 - Q. Accessory uses and structures
- c. In the area designated "Open Space" on the Concept Plan, as well as any other location within this planned development, parks, trails, active and passive open space, and other recreational amenities, uses, and improvements are permitted, including, but not limited to, all uses and structures referenced in Section 8 below.
 - d. Agricultural uses are permitted at any location within the Property, and may include, but are not limited to, raising crops and livestock, livestock services (including horses), and landscape/horticulture services.
 - e. Real estate development field offices and sales offices are permitted at any location without any time limit, and may be located in a temporary building or portable trailer.
 - f. Temporary construction yards are permitted during ongoing construction within the Property, and locations shall be approved by the City Administrator, with such approval not to be unreasonably withheld, conditioned, or delayed.
 - g. Concrete or asphalt batch plant, temporary associated with development of the Property, are permitted at any location, and the locations shall be approved by the City Administrator with such approval not to be unreasonably withheld, conditioned, or delayed.

4. Residential Development Standards. The requirements in this Section 4 shall apply to single family residential development:

- a. Table 1 below contains the exclusive lot size, setback, lot coverage, density, garage orientation, building height, and dwelling unit size requirements for residential development.
- b. Single family detached homes and duplexes shall comply with the anti-repetition requirements on **Exhibit F**. At least 10 percent of an elevation must be different, or it will be considered to be a repeated elevation.
- c. Each single family detached home shall be serviced by a central cluster mailbox located at a street intersection as approved by the US Postal Service. Mailbox designs shall be similar to the design shown on **Exhibit G**.
- d. All streets shall have street lights chosen from the standard street lighting guide of the electric provider.
- e. The front most portion of a residential front entry garage shall not extend more than three feet in front of the front facade or the front porch of a single family detached home.
- f. All residential rear entry garage doors must be a minimum of 20 feet from the edge of the right-of-way.
- g. All residential side and front entry garage doors for all permitted uses must be a minimum of 22 feet from the edge of the right-of-way.
- h. Each single family detached home shall have a minimum of two enclosed garage parking spaces.
- i. Front entry garage doors on a single family detached home shall be recessed a minimum of six inches into the building facade in which they are located.
- j. Residential garage doors shall be clad with faux wood. Metal garage doors are prohibited on residences.

5. Non-Residential Development Standards. The requirements in this Section 5 shall apply to non-residential development:

- a. The minimum front yard building setback shall be 25 feet, measured from all streets. All other yards shall be considered side yards, and shall have a minimum building setback of 15 feet, unless adjacent to an existing residential use, in which case the minimum building setback shall be 25 feet and a six foot solid fence or screening wall shall be constructed on the non-residential lot line where residential adjacency exists.

- b. The maximum lot coverage shall be 35 percent, measured as the building footprint.
 - c. The minimum lot size for a non-residential use shall be 10,000 square feet.
 - d. The maximum building height shall be two stories and 40 feet.
 - e. An amenity center is considered non-residential development for purposes of this Section 5.
6. Residential Landscaping, Fencing, and Screening. The following requirements shall be the exclusive landscaping requirements applicable to residential development:
- a. Except as otherwise provided below in this paragraph, chain link, barbed wire, pipe, and razor wire fences are prohibited. This restriction does not apply to temporary construction fencing, fencing around a lift station or other utility uses, barbed wire fencing around cattle or other agricultural uses. The City Administrator may permit these materials for limited use in other specific circumstances if the Director finds the use of these materials to be appropriate. Vinyl and polywood fencing and manufactured fencing materials are permitted on residential lots. Vinyl coated chain link fencing is permitted in connection with a dog park or open space. Wrought iron fencing or similar open metal fencing is required where lots abut an open space or park designated on a final plat.
 - b. A minimum of one three-inch caliper canopy tree shall be planted on each residential lot or in the adjacent parkway for every 35 feet in street frontage, excluding driveways.
 - c. In addition to the requirements in subsection (b) above, each corner lot with a single family detached home shall have landscape enhancements along the side street as follows:
 - i. A three-inch caliper trees shall be planted every 35 feet within the parkway, and a minimum of one five-gallon evergreen shrub shall be planted every five feet on center along the fence facing the side street.
 - ii. Trees may be planted between a sidewalk and curb. When trees are planted within the parkway, there shall be a minimum of five feet between the curb and sidewalk.
 - d. Shrubs are required to be planted in the areas shown on **Exhibit P.**
 - e. Berms, shrubs, trees, and groundcover are permitted in medians.
 - f. When the back or side of a single family residence abuts a collector road, screening will be provided in the form of a minimum six-foot tall board on board fence with the finished side facing the street, which shall be constructed by the home builder and shall have consistent materials and a consistent design along all

collector streets. A collector road shall be defined as a road having a divided two-lane boulevard connecting major off-site roadways. The term "divided" means divided by a raised median.

- g. A minimum of one three-inch caliper ornamental or canopy tree, or three eight-foot tall ornamental trees, shall be planted for every 50 linear feet of street frontage or fraction thereof along perimeter arterial and collector thoroughfares in the parkway. Trees may be planted in clusters to create a natural appearance along perimeter arterial and collector streets.
- h. Entryways into and exits from the Property shall be landscaped with grass, shrubs, and trees.
- i. Landscaping at entryways into the Property 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.
- j. The developer and/or a homeowners' association shall be responsible for the perpetual maintenance and upkeep of all landscaped areas that are not contained within residential lots.
- k. Landscaped areas at entryways into the Property 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 55 linear feet or portion thereof of adjacent exposure.
 - a. Synthetic or artificial lawn or plant material shall not be used to satisfy the landscape requirements of this article, but shall be permitted in addition to required landscaping. Synthetic or artificial lawn or plant material shall be permitted within an amenity center lot.
 - b. All required landscaped area shall be permanently landscaped with living plant material, and shall have an irrigation system installed.
 - c. Landscaped areas shall be kept free of trash, litter, weeds, and other such material or plants not a part of the landscaping.
 - d. All plant materials shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Maintenance shall include mowing, watering, trimming, pruning, etc.
 - e. Plant materials which die shall be replaced with plant material of similar variety and size within 90 days period, with a one time extension not exceeding 90 days being provided upon approval of the city council.
 - f. All landscaping shall be completed and installed in accordance with the landscape plan within 90 days of a certificate of occupancy being granted. A one-time

extension not to exceed 90 days may be granted upon approval of the City Administrator or his/her designee.

- g. All required landscaping shall be from the approved plant list on Table 2 of this **Exhibit D**. The City Administrator may approve the use of additional plants that are not on Table 2 to satisfy landscaping requirements.

7. Non-Residential Landscaping and Screening. The following requirements shall be the exclusive landscaping requirements applicable to non-residential development:

- a. A minimum of 20 percent of each platted lot developed with a non-residential use shall be landscaped with a combination of grass, shrubs and trees. Where the construction is to be a single phase of a multi-phase development, only the area being constructed in the current phase need be subject to the landscape regulations. However, each phase will be required to meet the landscaping requirements as they are being developed.
- b. A minimum of ten percent of the gross area within a parking lot shall be planted with living plant material. Gross parking area shall be measured from the edge of the parking and/or driveway paving and sidewalks. Such landscaping shall be counted towards satisfaction of the requirements in Section 7(a) above. Landscape material which is located within the interior of a parking lot shall be surrounded by a curb of four inches in height.
- c. All required landscaped area shall be permanently landscaped with living plant material, and shall have an irrigation system installed. Synthetic or artificial lawn or plant material shall not be used to satisfy the landscape requirements of this article, except for an amenity center lot.
- d. Landscaped areas shall be kept free of trash, litter, weeds, and other such material or plants not a part of the landscaping.
- e. All plant materials shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Maintenance shall include mowing, watering, trimming, pruning, etc.
- f. Plant materials which die shall be replaced with plant material of similar variety and size within 90 days period, with a one time extension not exceeding 90 days being provided upon approval of the city council.
- g. All landscaping shall be completed and installed in accordance with the landscape plan within 90 days of a certificate of occupancy being granted. A one-time extension not to exceed 90 days may be granted upon approval of the City Administrator or his/her designee.
- h. Synthetic or artificial lawn or plant material shall not be used to satisfy the landscape requirements of this article unless part of an amenity center lot.

- i. An amenity center is considered non-residential development for purposes of this Section 7.
 - j. All required landscaping shall be from the approved plant list on Table 2 of this **Exhibit D**. The City Administrator may approve the use of additional plants that are not on Table 2 to satisfy landscaping requirements.
- 8. **Parks and Open Space.** The parks, trails and open space requirements of the Development Agreement shall be the sole and exclusive parks, trails, and open space requirements for the Property, except that **Exhibit H** of this Ordinance represents the Parks, Open Space, and Trail Plan for the Property. No other park land dedication, park fee, or park improvement requirements shall apply to the Property.
- 9. **Street Sections.** Non-standard street sections are permitted as shown on **Exhibit I**. Minimum median width may be ten feet.
- 10. **Street Signs.**
 - a. Street signs shall be maintained by the homeowners association or the District until the subdivision is accepted by the City.
 - b. Alternative street signs may include a non-standard color, font, and text size that varies from standard City street signs. Alternative street signs shall be reviewed and approved by city staff and must follow the Manual on Uniform Traffic Control Devices (MUTCD).
- 11. **Miscellaneous.**
 - a. Front entry and rear entry (alley-served) residential types are permitted.
 - b. The master developer and homeowners association ("**HOA**") are hereby granted a license to use the public right of way within the Property boundaries for the exclusive purpose of constructing, operating, repairing and maintaining the following improvements and any improvements reasonably related thereto or necessary for the operation thereof: street and pedestrian lighting, public seating areas, landscaping and related amenities, including fountains, monuments, statues, or other public artwork, street furniture, including benches, drinking fountains, trash containers, tunnels; security cameras, bollards, temporary construction barricades, underground duct banks, pedestrian bridges and overpasses, arches, string lighting or other decorative lighting, wiring, and similar improvements. The removal of improvements for maintenance and replacement of utilities, pavement, drainage structures, and sidewalks shall be at the developer's or HOA's expense. Prior to installing any improvement within the right-of-way, the developer or HOA shall obtain the City Administrator's approval, which approval shall not be unreasonably withheld or delayed if the improvement does not unreasonably interfere with the public use of the right-of-way.
 - c. Development shall comply with the architectural guidelines on **Exhibit J**.

- d. Trash can pads shall be provided as shown on **Exhibit K**.
- e. Address plaques will be installed on each home in a design similar to that shown on **Exhibit L**.
- f. Residential fencing details shall comply with **Exhibit M**.
- g. Realtor and builder sign design shall conform to the specifications on **Exhibit N**.
- h. Sidewalks shall comply with **Exhibit O**.
- i. To the extent possible, the developer will work with the electric provider to utilize street lighting that is consistent with Dark Skies Community Standards.

Table 1

Development Standards Table for Single Family Residential

Residential Type	Examples of Residential Type*	Minimum Lot Area (SF)	Minimum Lot Width (ft)	Minimum Lot Depth (ft)	Maximum Number of Stories	Garage Orientation	Max Density Based on Gross Acre	Minimum Front Yard Building Setback (ft)**	Minimum Interior Side Yard Building Setback (ft)	Minimum Corner Side Yard Building Setback (ft)	Minimum Rear Yard Setback Building (Home)	Maximum Lot Coverage (%)	Minimum Dwelling Unit Size (SF)	Special Conditions
SF-D2	Single Family Detached (executive homesites side drive: attached/detached garage)	5000	50	110	2	Side/ Alley	5	15	5	10	5	75	1750	Except for zero lot line types where 10' minimum side setback is required on one side and zero feet on the other
SF-D2	Single Family Detached (executive homesites front loaded)	5000	50	110	2	Front	5	20	5	10	5	75	1750	Except for zero lot line types where 10' minimum side setback is required on one side and

Residential Type	Examples of Residential Type*	Minimum Lot Area (SF)	Minimum Lot Width (ft)	Minimum Lot Depth (ft)	Maximum Number of Stories	Garage Orientation	Max Density Based on Gross Acre	Minimum Front Yard Building Setback (ft)**	Minimum Interior Side Yard Building Setback (ft)	Minimum Corner Side Yard Building Setback (ft)	Minimum Rear Yard Setback Building (Home)	Maximum Lot Coverage (%)	Minimum Dwelling Unit Size (SF)	Special Conditions
														zero feet on the other
SF-D3	Single Family Detached (manor homesites)	6000	60	115	2	All	4	20	5	10	5	75	2000	Garage setback is subject to Section 4 of this Exhibit D
SF-D4	Single Family Detached (chateau homesites)	7000	70	125	2	All	3.5	25	5	10	5	75	2500	Garage setback is subject to Section 4 of this Exhibit D

Notes to Table 1:

***Exhibit F** includes drawings illustrating each residential type for illustrative purposes only. Homes are not required to be designed as illustrated.

******The minimum front yard building setback for all rear entry homes shall be 15 feet, or 12 feet if a front porch is provided, in which case the front porch must comply with the minimum front yard building setback.

Notes:

All rear entry garage doors must be a minimum of 20 feet from the edge of the right-of-way. All side and front entry garage doors must be a minimum of 22 feet from the edge of the right-of-way.

When the rear yard of a front entry single family residential lot is contiguous to the lot line of a developed single family residential lot located outside the PD boundaries, a minimum rear yard building setback of 25 feet shall be required.

Exception to minimum setback: Minimum side yard building setback to detached garages or accessory buildings may be reduced to three feet when a greater setback would otherwise be required.

Permitted encroachments into minimum building setbacks: porches (up to eight feet into front yard setback and corner side yard setback, provided, however, no less than a 12-foot setback from the property line shall be permitted on any lot that requires a 12-foot or larger front yard setback); fireplaces and box windows up to two feet into all setbacks; balconies, awnings, overhang eaves up to two feet into all setbacks); bay windows up to four feet into front and rear yard setbacks; stoops and stairs up to five feet into front and rear yard setbacks; suspended planter or flower boxes up to 24 inches into all setbacks; and foundation encroachments of up to six inches in all setbacks for architectural details such as brick ledges.

Swimming pools shall have a minimum five-foot setback from rear and side property lines; however, such setback only applies to the swimming pool, and not to associated decking or paving around a swimming pool.

Plats for zero lot line homes shall designate the side with the zero-foot building setback and the side with the minimum ten-foot building setback. A five-foot maintenance easement shall also be provided along the lot line adjacent to a neighboring lot's zero setback side. The maintenance easement shall include a drainage easement to allow for lot-to-lot drainage.

Table 2
Approved Plant Species List

Approved/Recommended Plant List¹	
Common Name	Scientific Name
Canopy Trees	
Ash, Texas	Fraxinus texensis
Cedar Elm	Ulmus crassifolia
Cedar, Eastern Red	Juniperus virginiana
Cypress, Bald	Taxodium distichum
Elm*, Lace Bark	Ulmus parvifolia
Magnolia, Southern	Magnolia grandiflora
Maple, Bigtooth	Acer gradidentatum
Maple, Caddo	Acer saccharum
Oak, Bur	Quercus macrocarpa
Oak, Chinquapin	Quercus muhlenbergil
Oak, Escarpment Live	Quercus fusi formis
Oak, Lacey	Quercus glaucoides
Oak, Live	Quercus virginiana (Escarpment)
Oak, Post	Quercus stellata
Oak, Red	Quercus shumardi
Oak, Texas Red	Quercus texana
Osage Orange	Maclura pomifers (thornless and fruitless)
Pecan (native)	Carya illinoensis
Pistache*, Chinese	Pistacia chinensis
Soapberry, Western	Sapindus drummondii
Walnut, Black	Juglans nigra
Ornamental Trees	
Buckeye, Mexican	Ungnadia speciosa
Buckeye, Texas	Aesculus glabra var. arguta
Buckthorn, Carolina	Rhamnus caroliniana

¹ The list in Table 2 also includes cultivars of all listed plant types.

Chaste Tree*	Vitex agnus-castus
Crabapple, Prairie	Pyrus ioensis
Crape Myrtle*	Lagerstroemia indica
Eves Necklace	Sophora affinis
Goldenball Leadtree	Leucaena rietusa
Hawthorne*	Crataegus phaenopyrum
Hawthorne*	Crataegus crus-galli
Hawthorne*	Crataegus reverchonii
Holly, Possumhaw	Ilex deciduas
Indigo, False	Amorpha fruticosa var. angustipolic
Mountain Laurel, Texas	Sophora secundiflora
Persimmon, Texas	Diospyros texana
Plum, Mexican	Prunus mexicana
Redbud	Cercis canadensis
Smoketree	Cotinus obovatus
Smoketree*	Cotinus caggyria
Sumac, Prairie Flame-leaf	Rhus lanceolata
Viburnum, Rusty Blackhow	Viburnum rufidulum
Wax Myrtle	Myrica cerifera
Willow, Desert	Chilopsis linearis
Yaupon Holly	Ilex vomitoria
Brodie Juniper	Eastern Red Cedar
Arizona Cypress	Spartan Juniper
Taylor Juniper	Canaert Juniper
Shrubs	
Agarita	Berberis trifoliolata
Althea	Hibiscus syriacus
American Beautyberry	Callicarpa americana`
Aspidistra	Aspidistra eliator
Barberry, Red	Berberis thunbergii
Barberry, Texas	Berberis thunbergii
Bayberry	Myrica pensylvanica

Bird of Paradise	Caesalpinia gilliesii
Burning Bush	Euonymus alata compacta
Butterfly Bush	Buddleia sp.
Cactus, Prickly Pear	Opuntia phaceacantha
Cenizo	Leucophyllum frutescens
Chokeberry, Red	Aronia arbutifolia
Coralberry	Symphoricarpos obiculatus
Dogwood, Rough Leaf	Cornus drummondii
Elaeagnus	Elaeanus macrophylla
Forsythia	Forsythia sp.
Germader, Upright	Teucrium chamaedrys
Holly, Dazzler	Ilex cornuta 'Dazzler'
Holly, Dwarf yaupon	Ilex vomitoria
Holly, Nellie R. Stevens	Ilex x 'Nellie R. Stevens'
Honeysuckle, Bush	Lonicera fragrantissima
Hydrangea, Oakleaf	Hydrangea quercifolia
Hypericum, Upright	Hypericum patulum
Jasmine, Italian	Jasmine nudiflorum
Lantana	Lantana horrida
Mahonia, Leatherleaf	Mahonia bealeii
Mimosa, Fragrant	Mimosa borealis
Nandina, Compact	Nandina domestica compacta
Nandina, Gulfstream	N.d. 'Gulfstream'
Nandina, Standard	N. domestica
Pavonia	Pavonia lasiopetala
Photinia, Chinese	Photinia serrulata
Privet, Southern River	Ligustrum vulgare
Privet, Variegated	Ligustrum luicidum 'variegata'
Quince, Flowering	Chaenomeles japonica
Sage, Cherry	Salvia greggii
Spiraea, Bridal Wreath	Spiraea sp.
Spiraea, Anthony Waterer	Spiraea x bumalda 'goldflame'

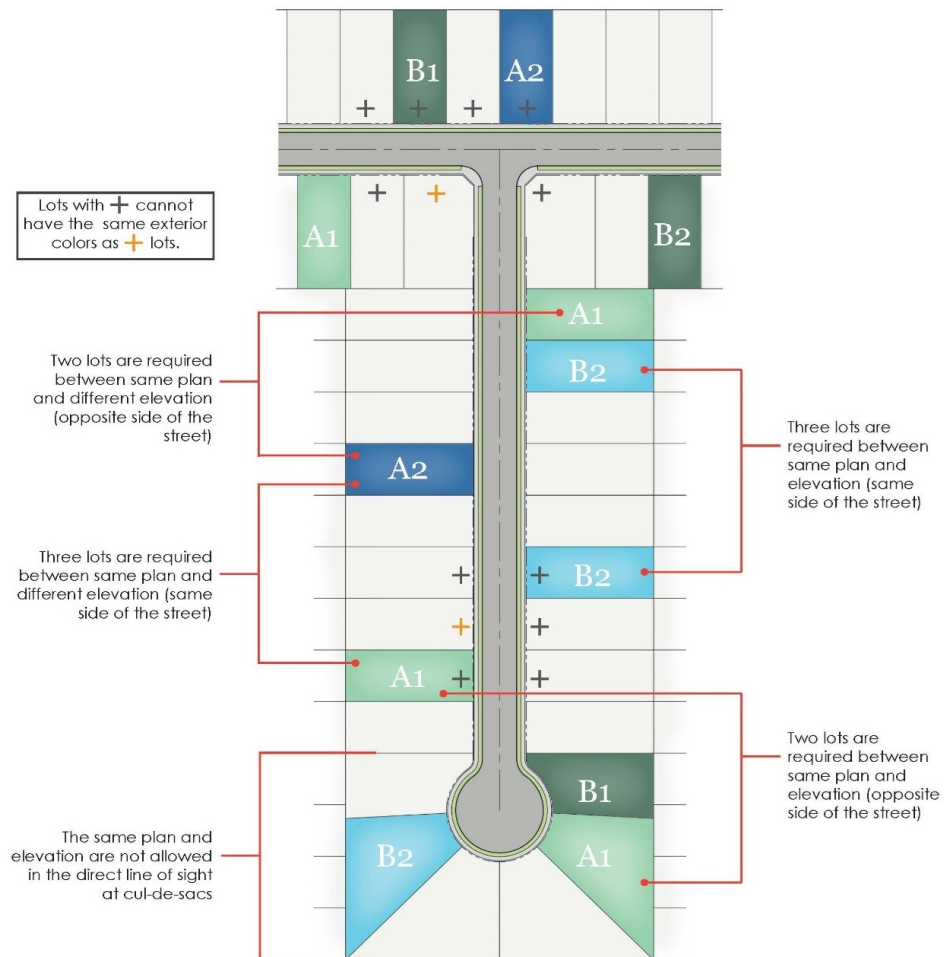
Spiraea, Goldflame	Spiraea x bumalda 'goldflame'
Spiraea, Little Princess	Spiraea x bumalda 'Little Princess'
Spiraea, Shirobana	Spiraea japonica 'Shirobana'
Sumac, Aromatic	Rhus aromatica
Sumac, Evergreen	Rhus virens
Sumac, Smooth	Rhus glabra
Turk's Cap	Malvaviscus drummondii
Viburnum, Cranberry Bush	Viburnum opulus
Viburnum, Small Leaf	Viburnum obavatum
Viburnum, Snowball	Viburnum opulus
Virginia Sweetspire	Itea virginica
Wax Myrtle, Dwarf	Myrica pusilla
Yucca, Red	Hesperaloe parviflora
Eagleston Holly	Texas Sage
Abelia	Agave varieties
Seagreen juniper	Juniper varieties
Hawthorne	
Ornamental Grasses	
Maiden Grass	Feather Reed Grass
Zebra Grass	Bluestem
Pampass Grass	Liriope
Gulf Muhly	Berkley Sedge
Blue Gramma Grass	Giant Bermuda
Weeping Love Grass	Inland Sea Oats
Vines	
Carolina Jessamine	Asian Jasmine
Butterfly Vine	Purple Wintercreeper
Crosse Vine	Purple Heart Wander Jew
Sweet Autumn Clematis	

An “*” indicates an approved street tree

Exhibit E
Special Regulations

The "Special Regulations" as defined and set forth in the Development Agreement shall apply to the Property, and shall control in the event of any conflict with the Subdivision Regulations. In addition, lots may be platted to the centerline of a street.

Exhibit F **Repetition Restrictions**



Repetition Guidelines are as follows:

Same side of street -

- Same plan, same elevation must have 3 lots in between.
- Same plan, different elevation must have 3 lot in between

Opposite side of the street -

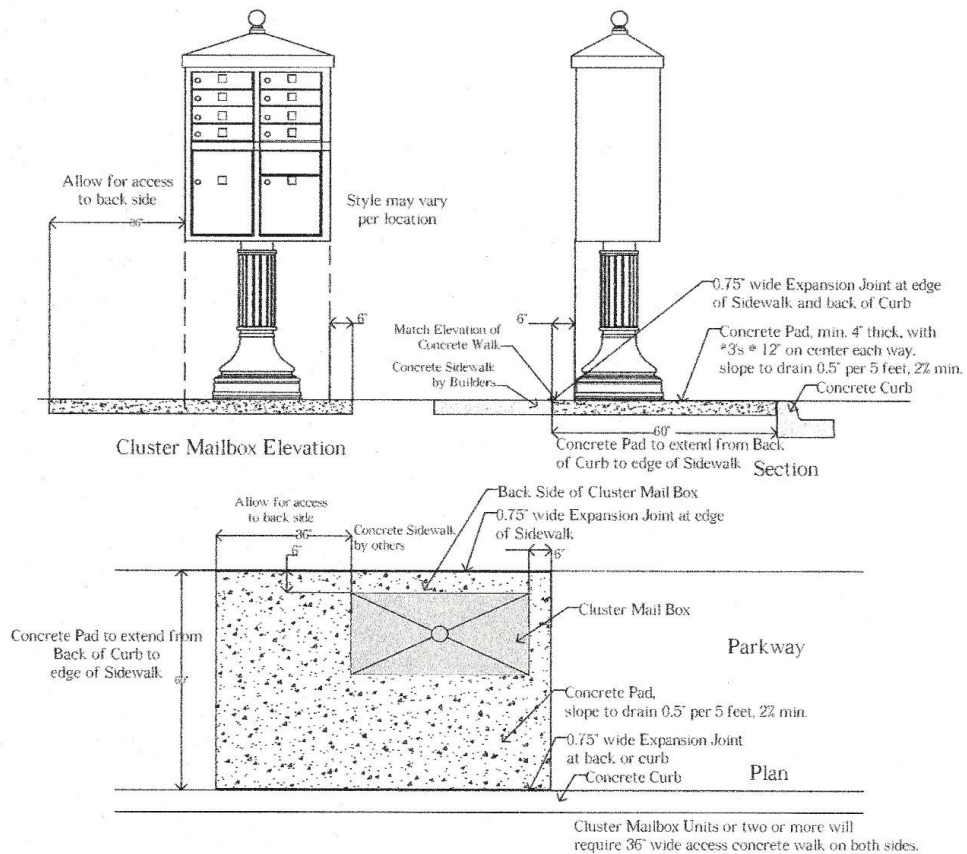
- Same plan, same elevation must have 2 complete lots in between.
- Same plan, different elevation must have 2 complete lot in between.

Exterior colors

- Exterior colors may not be the same side by side, or in direct line of sight, regardless of plan or elevation. Direct line of sight refers to the 3 lots directly across the street.

Exhibit G
Mailbox Design

Mailbox Design



Manufacturer:
Brandon Industries
1601 Wilmet Road
McKinney, Texas 75069
214-542-3000

Color: Black
Style: Cluster Box Units (CBU)
Type: Depending on location and number of Tenants and Parcels
Top Style: Sloped with ball cap
Base: Decorative
Include: Required Anchor Bolts

Exhibit H Parks, Open Space, and Trail Plan

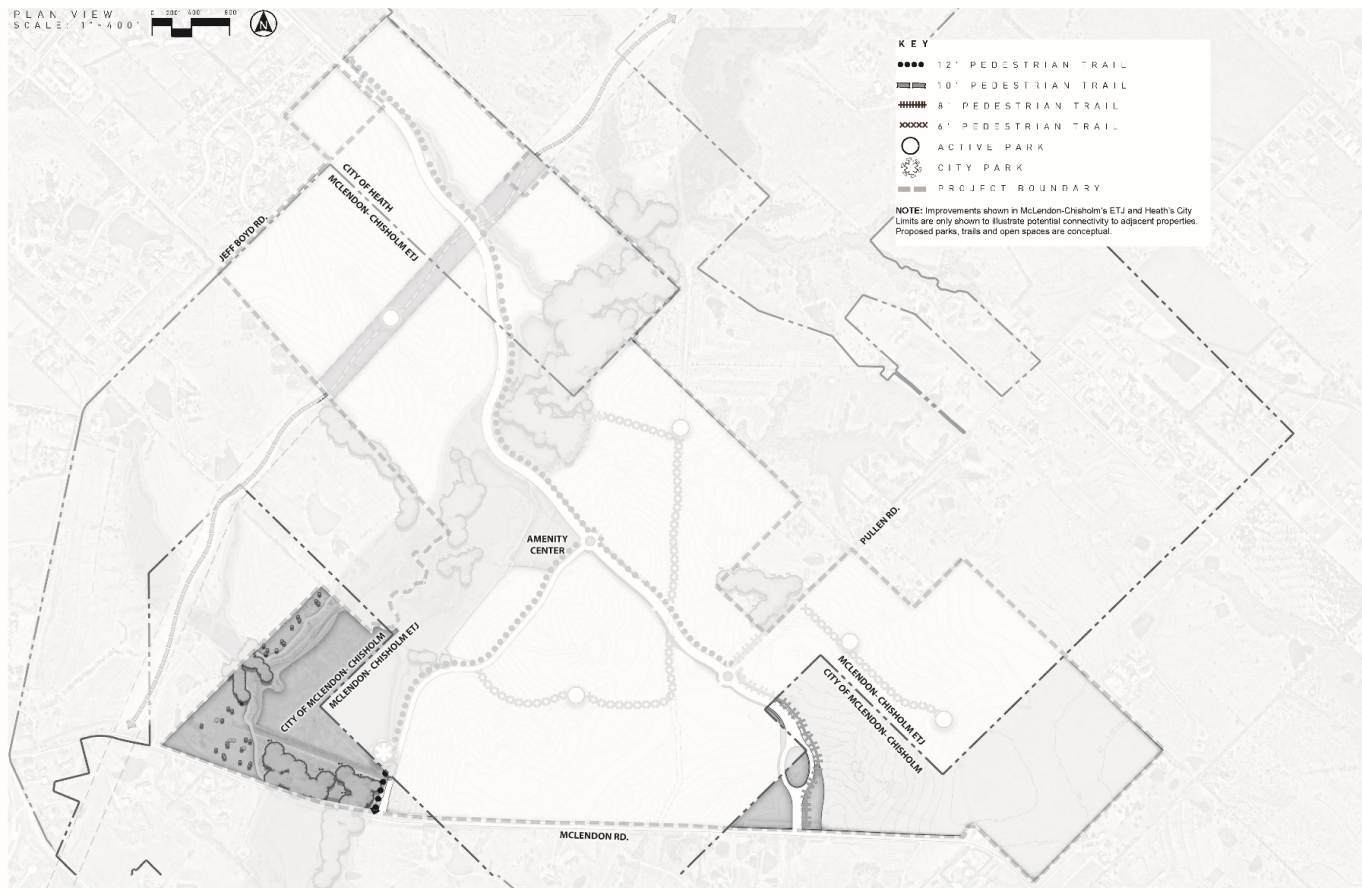
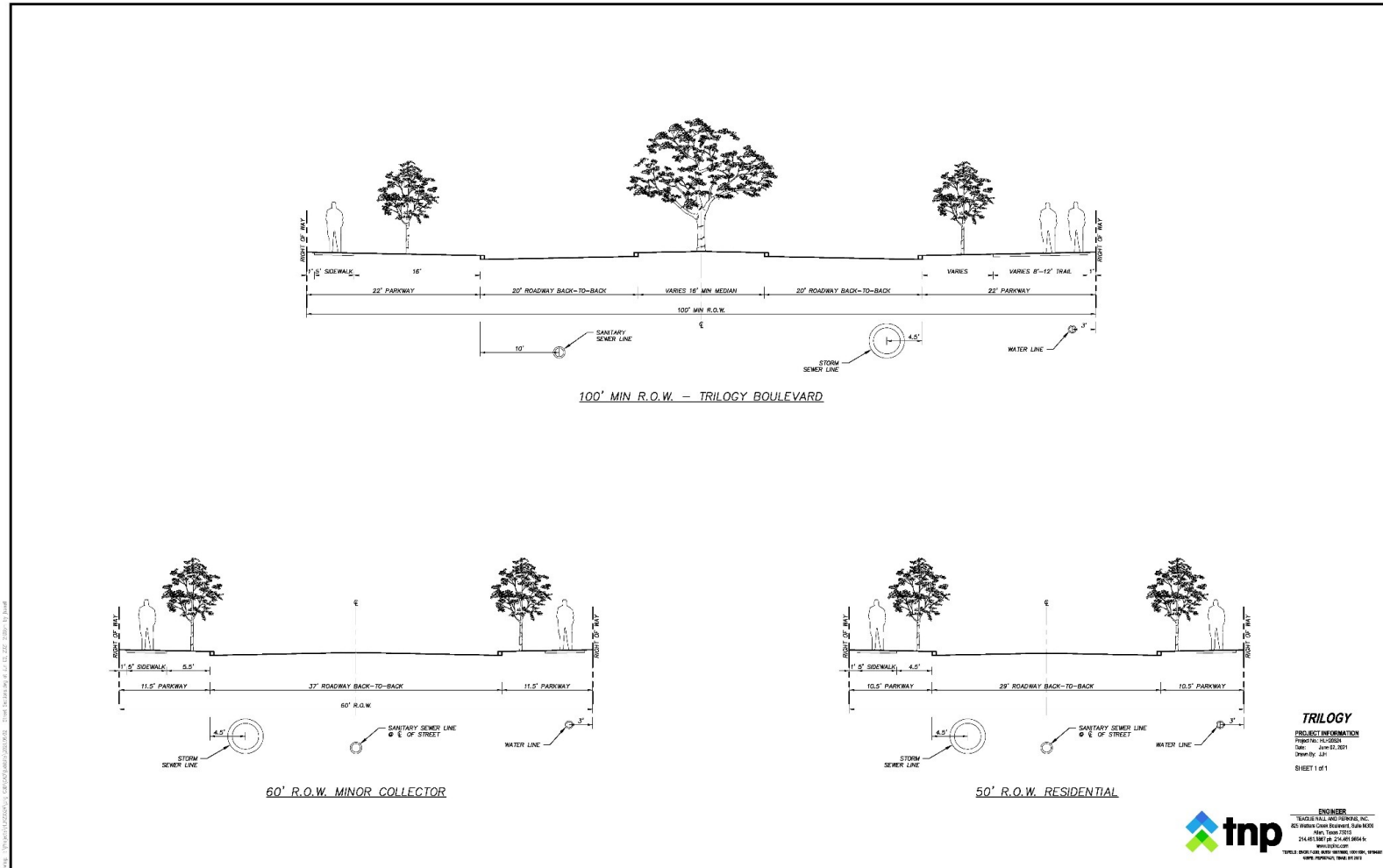


Exhibit I Street Sections



TRILOGY
PROJECT INFORMATION
Project No. 10-00000
Date: June 12, 2017
Drawn by: JAH
SHEET 1 of 1

ENGINEER
TENSILE RAIL AND PAVING, INC.
10000 West 10th Avenue, Suite 1000
Aurora, Colorado 80012
303.441.1000
www.tensilerail.com



Exhibit J
Architectural Guidelines

1. Design Standards.

- a. Applicability of Other Design Standards. The design standards in this section are the exclusive design standards applicable to the Property, and apply only to principal buildings. An accessory building shall be designed consistent with the building materials used for the principal building on the same lot, but shall not otherwise be regulated by the design standards in this section.
- b. Approved Building Materials. In the context of approved building materials, a facade does not include doors, fascia, windows, chimneys, dormers, window box-outs, bay windows, soffits, eaves, and outdoor fireplaces. Multiple buildings on the same lot will each be deemed to have separate facades.
 - i. A minimum of 90 percent of each exterior building facade shall consist of one or more of the following building materials (subject to further restrictions in facade area set forth below for cementitious fiber board and EIFS):
 - 1. Stone, brick or tile laid up unit by unit and set in mortar;
 - 2. Stucco (exterior Portland cement plaster with three coats over metal lath or wire fabric lath or other methods approved by the City Administrator as equal or better quality in durability);
 - 3. Natural stone, cultured stone, or cast stone;
 - 4. Architecturally finished block (i.e. burnished block or split faced concrete laid up unit by unit and set in mortar), which shall be limited to the amenity center and other non-residential buildings;
 - 5. Cementitious fiber board. Cementitious fiber board is permitted subject to the following conditions: the style and color of a building using this product must be approved as part of a site plan, no more than 20 percent of the residential buildings in the Property may have a facade that is predominantly composed of this product unless the style of the home dictates more such as a Cape Cod, Craftsman or Victorian style home.
 - 6. Exterior Insulation and Finish System (EIFS), which shall be limited to the amenity center and other non-residential buildings. EIFS may be used only on that portion of a facade that is four feet or higher above grade. A maximum of 50 percent of all sides of a building visible from the street and not ultimately screened by another building or other device may consist of EIFS;

7. LEED-certified materials;
 8. Glass; or
 9. An alternative material approved by the City Administrator based on a finding that it is of a quality equal to or better than the materials listed above in durability.
- ii. A maximum of ten percent of a facade may include accent materials not listed above, except that aluminum siding, vinyl siding, unfinished concrete block, reflective glass, and galvanized steel are prohibited. The use of reflective glass and galvanized steel may be approved by the City Administrator for use on an amenity center or on other non-residential structures in unique circumstances in order to comply with green building techniques.
 - iii. The following requirement shall apply to a minimum of 50 percent of all single family residences at the time of full build out of the Property: A minimum of 25 percent of each exterior building façade shall consist of natural, cultured, or cast stone.
 - iv. The building material requirements in this section shall not apply to buildings in open space areas, including, but not limited to, an amenity center.
- c. Roofing Design and Materials.
- i. Roofing materials for sloped roofs shall be selected from the following list:
 1. Asphalt shingles;
 2. Industry approved synthetic shingles;
 3. Standing seam metal roofs;
 4. Tile roofs;
 5. Slate roofs;
 6. LEED-certified roofing materials; or
 7. An alternative material approved by the City Administrator based on a finding that it is of a quality equal to or better than the materials listed above in durability.
 - ii. Amenity centers and other non-residential buildings may have flat roofs or pitched roofs. All pitched roofs of non-residential buildings shall have a

minimum pitch of 4:12. Roofs covering porches and other architectural elements are excluded from this requirement. The City Administrator may approve a roof that does not meet these requirements based on a finding that a different roof pitch is appropriate for the proposed architectural style.

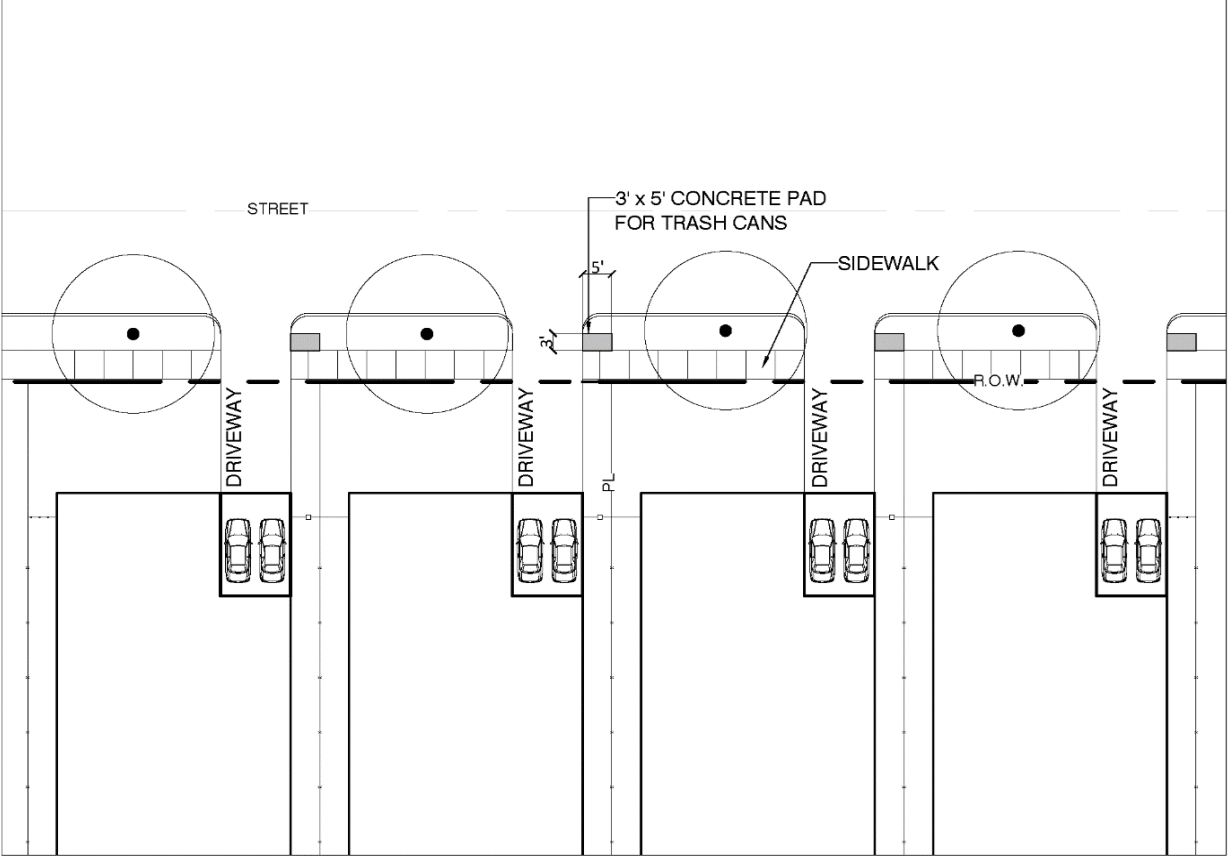
- iii. All pitched roofs of residential buildings shall have a minimum pitch of 6:12. Roofs covering porches, bay windows, box windows and other architectural elements are excluded from this requirement. The City Administrator may approve a roof that does not meet these requirements based on a finding that a different roof pitch is appropriate for the proposed architectural style.
 - iv. Flat roofs require parapet screening that adheres to vertical articulation requirements for the facade.
 - v. Parapets shall require cornice detailing.
 - vi. Each single-family detached home will have a 30-year dimensional shingle, tile, composite or metal seam roof.
- d. Design Features for Certain Residential Buildings. A minimum of four of the following design features are required on the exterior of each single family detached residential structure:
- i. Dormers;
 - ii. Cupolas;
 - iii. Gables;
 - iv. Recessed entries (minimum three feet);
 - v. Balconies;
 - vi. Covered front porches (minimum 70 square feet in area and seven feet in depth);
 - vii. Courtyards;
 - viii. Box windows or bay windows;
 - ix. Architectural pillars or posts;
 - x. Exterior chimneys;
 - xi. Varied roof heights;
 - xii. Archways;

- xiii. Porte cocheres;
 - xiv. Porticos;
 - xv. Shutters (functional or decorative);
 - xvi. Fireplaces with chimneys;
 - xvii. Minimum eight-foot tall front doors; or
 - xviii. Articulated cornice lines.
- e. Design Features for Non-Residential Buildings. Non-residential buildings shall comply with the following requirements:
- i. Cladding materials used on a facade shall extend a minimum of 20 feet around building corners onto adjacent facades, other than facades abutting an alley.
 - ii. All buildings must include at least four of the following design features, and buildings that are greater than 20,000 square feet in floor area must include at least six of the following design features:
 - A. Canopies, archways, covered walkways, or porticos;
 - B. Awnings;
 - C. Arcades;
 - D. Courtyards;
 - E. Cupolas;
 - F. Balconies;
 - G. Tower elements;
 - H. Recesses, projections; columns; pilasters projecting from the planes; offsets; reveals; or projecting ribs used to express architectural or structural bays;
 - I. Varied roof heights for pitched, peaked, sloped, or flat roof styles;
 - J. Articulated cornice line;
 - K. Arches;
 - L. Display windows, faux windows, or decorative glass windows;

- M. Architectural details, such as tile work and molding, or accent materials integrated into the building facade;
 - N. Integrated planters or wing walls that incorporate landscaping and sitting areas or outdoor patios;
 - O. Integrated water features; or
 - P. Other similar architectural features approved by the City Administrator.
- f. Entries.
- i. All non-residential buildings shall comply with the following requirements:
 - 1. All ground floor entrances shall be covered or inset.
 - 2. Building entrances shall be articulated with architectural elements such as columns, porticos, porches, and overhangs.
 - ii. All non-residential buildings over 20,000 square feet in floor area shall incorporate elements such as arcades, roofs, alcoves, porticos, and awnings that protect pedestrians from sun and weather for a minimum of 50 percent of the length of the building frontage along a street.
- g. Building Articulation. All non-residential building facades adjacent to and facing a street or open space shall include changes in relief such as columns, cornices, bases, fenestration, and fluted masonry at least every 50 feet along a building facade. This provision shall not apply to buildings in open space areas, including, but not limited to, an amenity center.
- h. Transparency.
- i. Residential Uses. At least 25 percent of each front residential facade facing the street shall contain windows or doorways. If a lot is located on a corner, only one street-facing facade is required to meet this requirement, which shall be the street that the front facade of the home faces.
 - ii. Non-Residential Uses. At least 50 percent of each front non-residential facade facing the street shall contain windows or doorways. If a lot is located on a corner, both street-facing facades are required to meet this requirement. This provision shall not apply to buildings in open space areas, including, but not limited to, an amenity center.

Note: For purposes of this exhibit, an amenity center is considered a non-residential building.

Exhibit K
Trash Can Pads



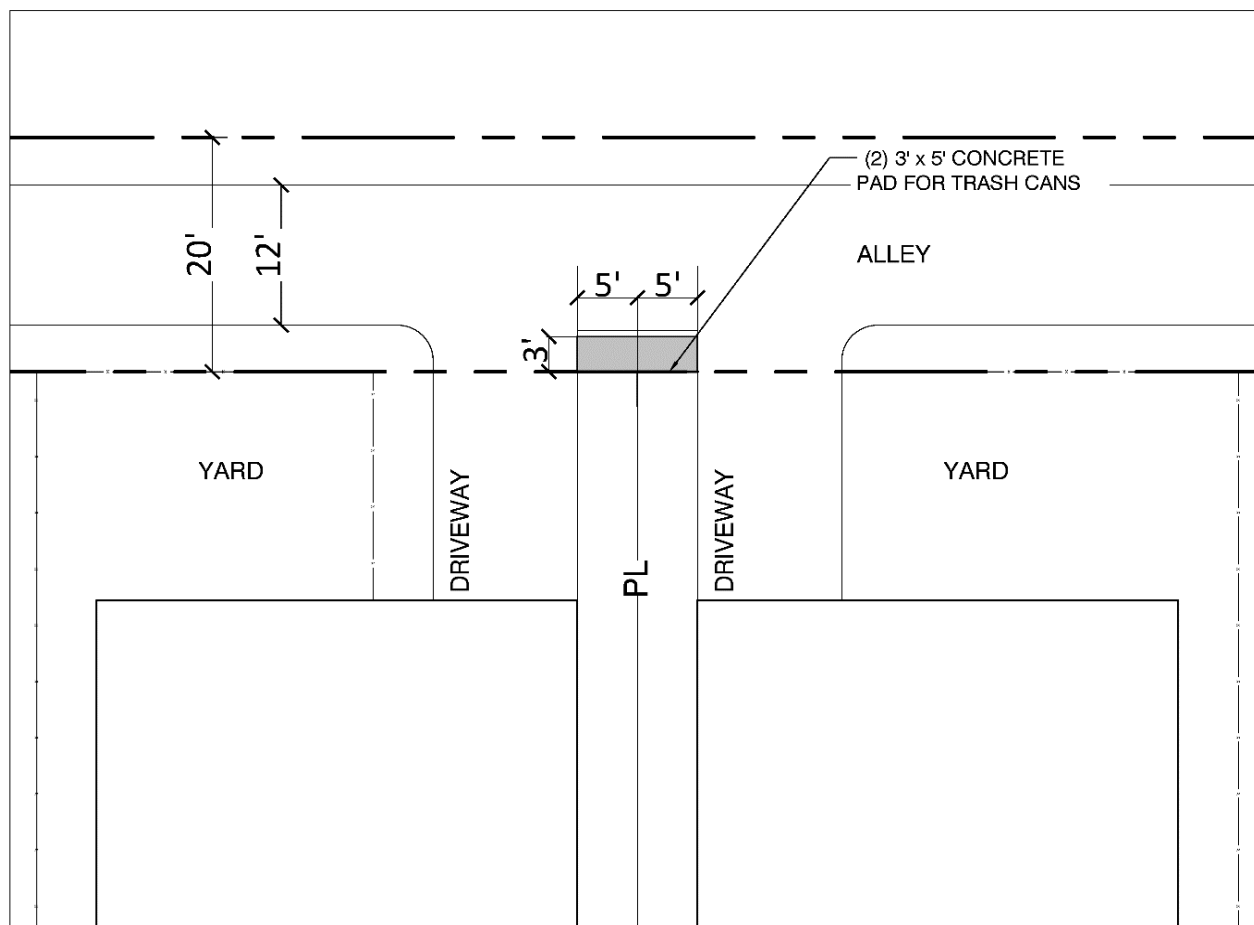


Exhibit L
Address Plaques

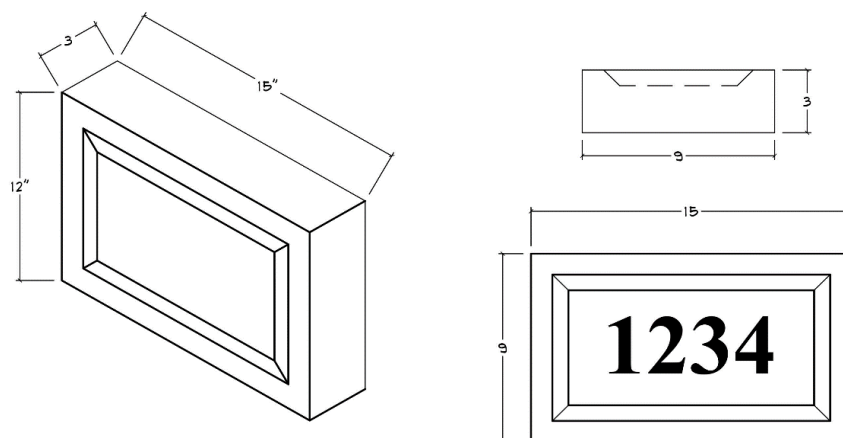
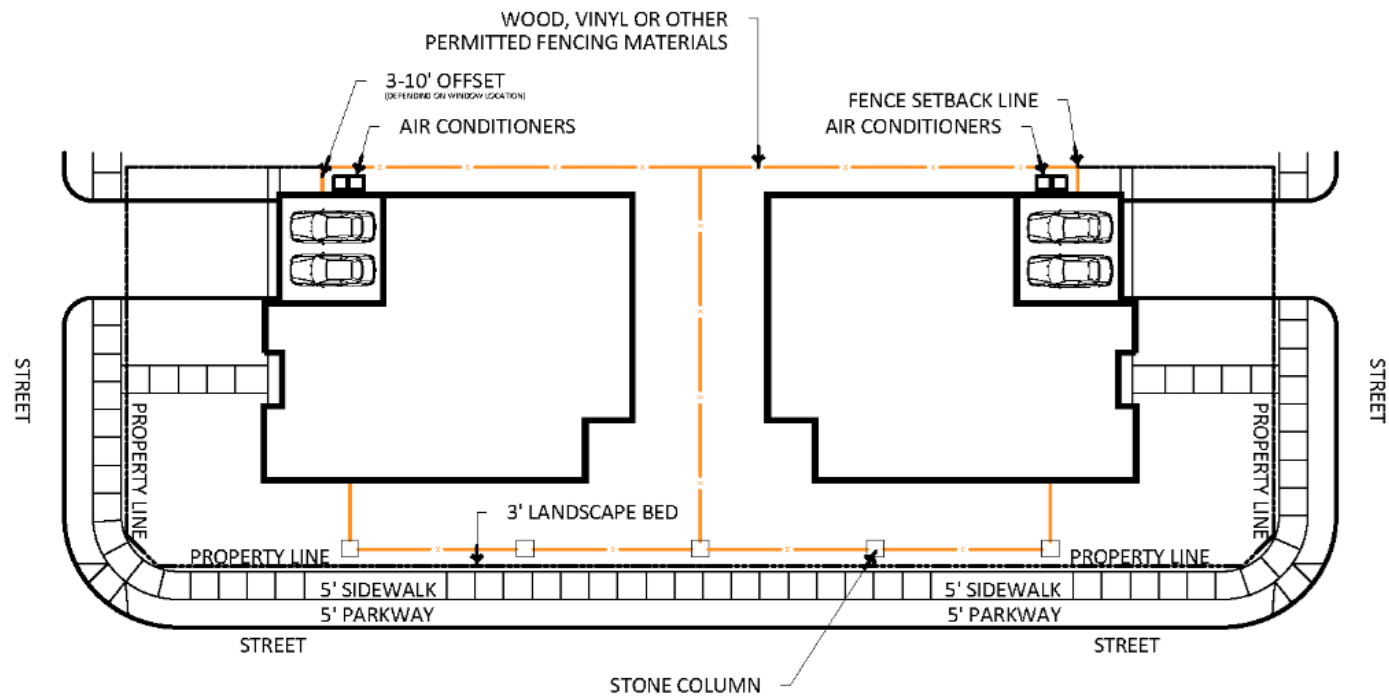
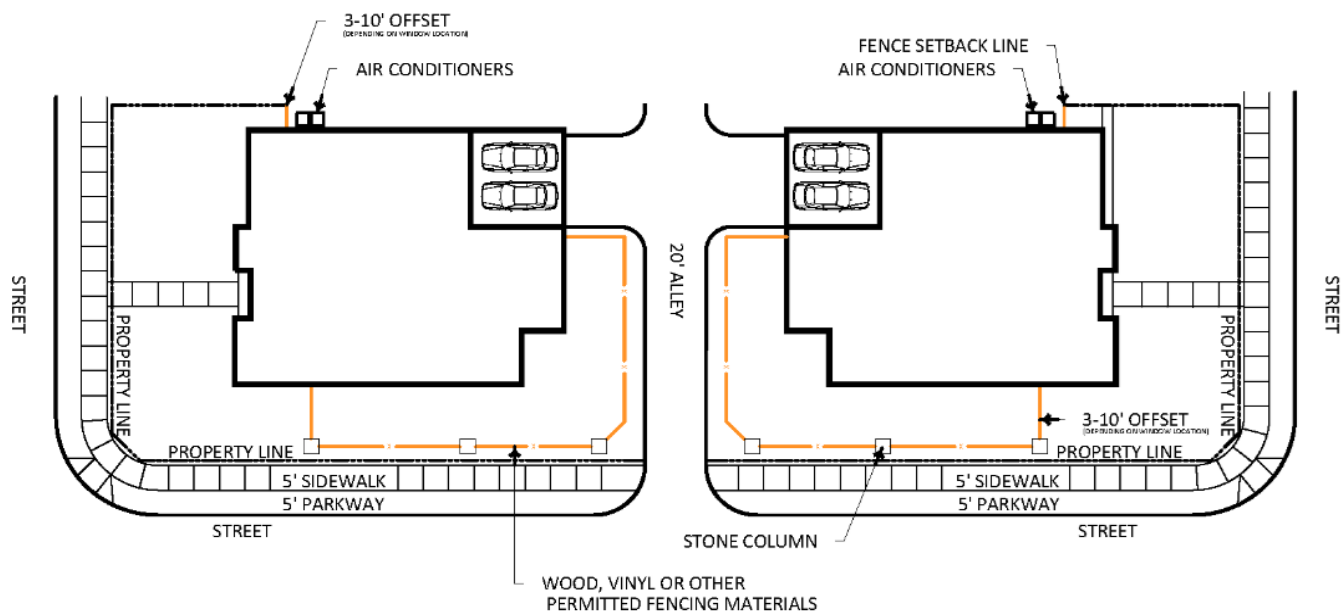


Exhibit M
Fence Design for Single Family Detached





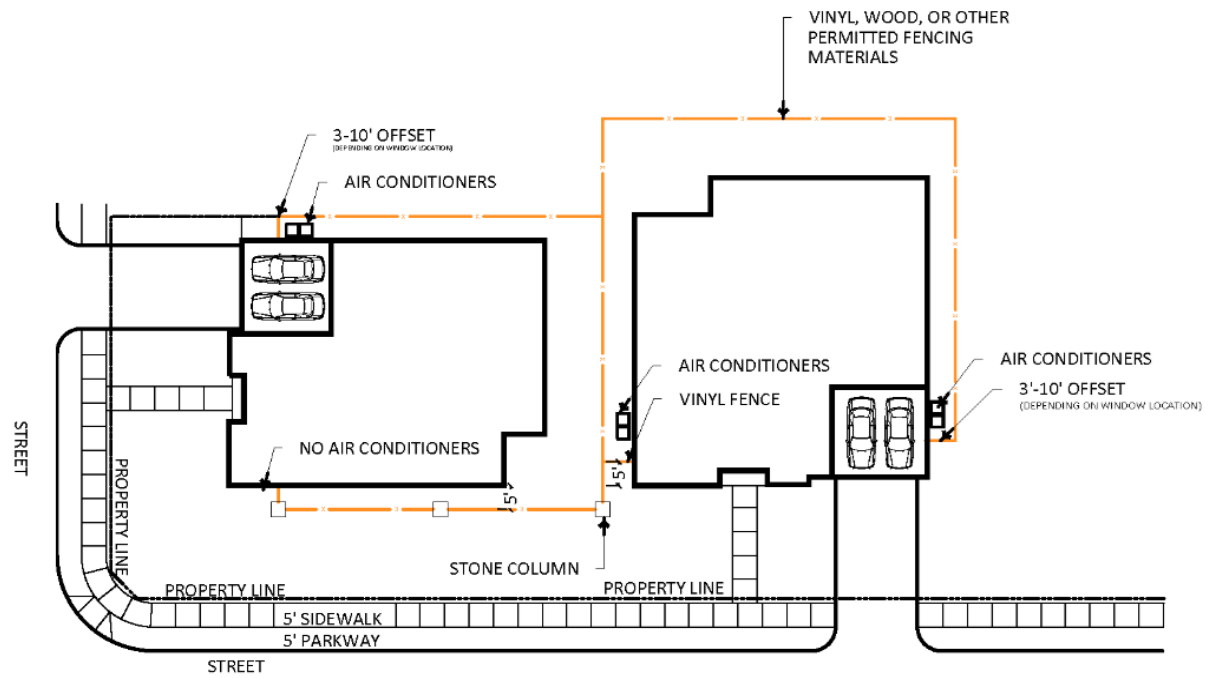


Exhibit N
Realtor and Builder Sign Specifications

TRILOGY



Exhibit O
Sidewalks

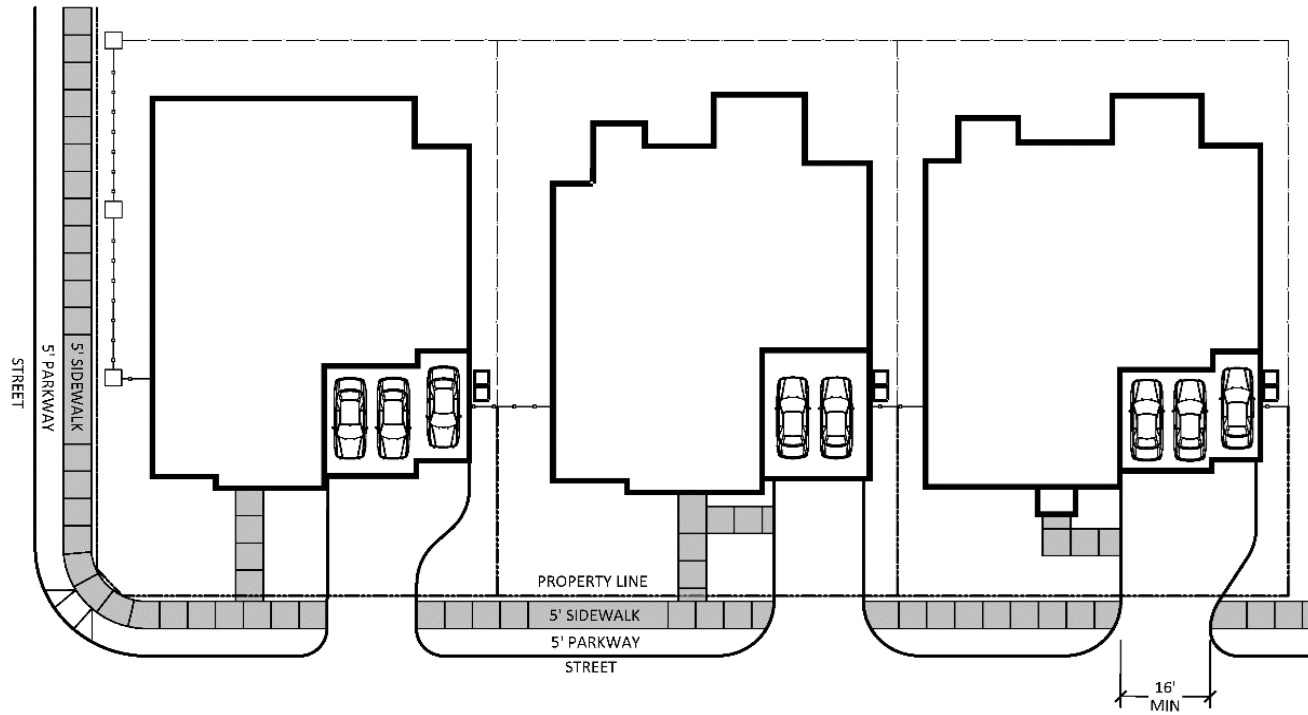
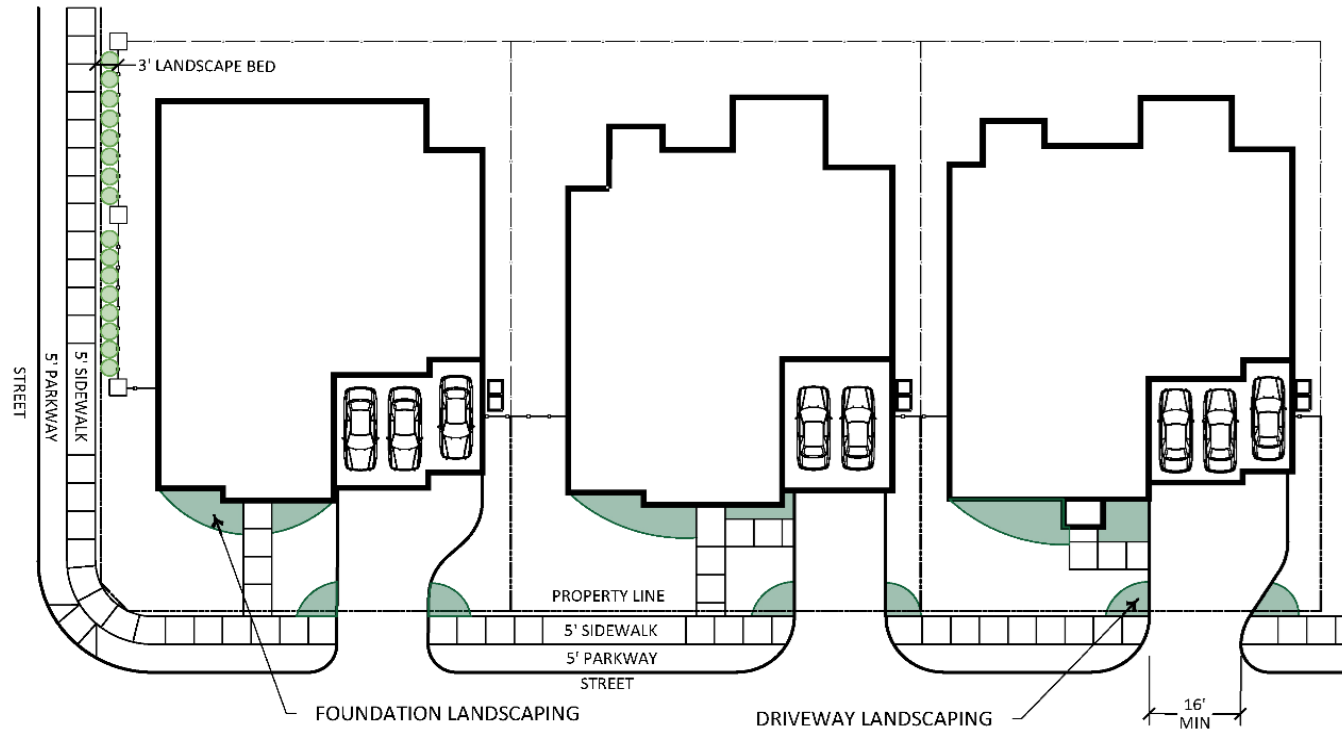


Exhibit P
Shrub Planting Locations





City of McLendon-Chisholm
1371 West FM 550 - McLendon-Chisholm, Texas 75032
TEL: (972)524-2077 FAX: (972)524-9128

ZONING CHANGE APPLICATION

Date of Application: 2/23/2023

Receipt # _____

Fee: \$600 per lot + \$10 per acre (acreage rounded to the next whole acre) + ALL consultant Costs. Consultant costs includes City Planner, City Engineer, Legal Fees and any other outside consultant costs incurred by the City.

Address and/or Location of Request:

Adjacent to McLendon-Chisholm City Hall

Property Legal Description:

See Exhibit A attached

County Parcel ID: 11447 and 11438

Existing Zoning: PD

Requested Zoning: PD

Applicant's Name: Oak National Development, LLC

Phone No. 214-502-1021

Email: jayw@alturahomes.com

Status of Applicant: Owner X or Authorized Agent _____

Applicant's Address:

Owner's Address: 5763 S. State Highway 205, Rockwall, TX 75032

I certify that I am the owner of the property described in this petition/application and _____ is the authorized agent to file this application on my behalf.

Signature of Owner: Oak National Development, LLC; by Jay Webb

Date 3/2/2023

Signature of Applicant:

Date _____

Development Fees

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

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

ALL Consulting Costs - Includes City Planning, City Engineer, City Attorney and any other outside consultant costs incurred by the City. All outstanding fees must be paid by the applicant prior to their application being placed on the agenda of the Planning & Zoning Commission, City Council or BOA. Consultants invoice the City monthly after work is completed, so it is possible for plat applicants to receive notice of outstanding fees after a plat has been considered. The City will invoice for any remaining consulting charges. Building permits be not be issued with fees outstanding.

I hereby certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application. All information submitted herein is true and correct and the application fee of \$2,090.00 to cover the cost of this application, and an initial deposit of \$3,000.00 for consulting fees has been paid to the City of McLendon-Chisholm on this 2nd day of March, 2023.

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

Signature of Applicant (Owner/Authorized Agent): _____

City Secretary: _____

(Seal)

CHECKLIST FOR ZONING CHANGE APPLICANT

The following items must be submitted along with the completed application before processing and scheduling.

1. Completed Application
2. Legal Description and plat of the subject site. Two (2) copies of field note description typed and attached on a separate sheet (plain bond paper) and the subdivision name with lot and block number.
3. A location map clearly showing the site in relation to adjacent streets and distance to nearest thoroughfare.
4. Filing Fee of \$600.00 for the requested change of property + 10 per acre + ALL consultant costs.
5. Names and Addresses of Legal Property Owners within 200 feet of property. (The City will need to send these out 11 Days or more giving notice of the Public Hearing)
6. If not the owner of the property, have a letter from the owner stating that the applicant is authorized to file the application.
7. Post signs of Proposed Zoning Change at the property site. (City)

DESCRIPTION

TRACT 1

All that certain lot, tract or parcel of land situated in the KING LATHAM SURVEY, ABSTRACT NO. 133, Rockwall County, Texas, and being a part of a 159.4006 acres tract of land as described in a Special Warranty deed from Tyrone E. Davenport and Cheryl Anne Davenport to The Chiefton 2X, LP, dated March 8, 2006 and being recorded in Volume 4464, Page 283 of the Official Public Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner in the southeast right-of-way line of F.M. 550, said point being at the west corner of said 159.4006 acres tract of land;

THENCE N. 45 deg. 00 min. 00 sec. E. along said right-of-way line, a distance of 900.74 feet to a 1/2" iron rod with yellow plastic cap found for corner at the west corner of a 2.00 acres tract of land as described in a Deed from The Chiefton 2X, LP to The City of McLendon-Chisholm, Texas, as recorded in Volume 7229, Page 249 of the Official Public Records of Rockwall County, Texas;

THENCE S. 45 deg. 00 min. 00 sec. E. a distance of 960.00 feet to a 1/2" iron rod with yellow plastic cap found for corner at the south corner of a 10.00 acres tract of land as described in a Deed from The Chiefton 2X, LP to The City of McLendon-Chisholm, Texas, as recorded in Document no. 20130000499269 of the Official Public Records of Rockwall County, Texas;

THENCE N. 45 deg. 00 min. 00 sec. E. along the southeast line of said 10.00 acres tract, a distance of 681.00 feet to a 1/2" iron rod with yellow plastic cap found for corner at the east corner of same;

THENCE N. 45 deg. 00 min. 00 sec. W. along the northeast line of said 10.00 acres tract, a distance of 960.00 feet to a 1/2" iron rod with yellow plastic cap found for corner in the southeast right-of-way line of F.M. 550;

THENCE N. 45 deg. 00 min. 00 sec. E. along said right-of-way line, a distance of 840.00 feet to a 1/2" iron rod found for corner in an old road bed, at the north corner of said 159.4006 acres tract;

THENCE S. 45 deg. 25 min. 58 sec. E. along said old road bed and northeast boundary of said tract, a distance of 2983.44 feet to a 1/2" iron rod found for corner;

THENCE S. 45 deg. 15 min. 03 sec. W. along said old road bed and passing a 1" iron pipe at a turn in same at 784.39 feet and continuing for a total distance of 2243.27 feet to a 3/8" iron rod found for corner at base of 3" steel fence post in concrete at the south most corner of said 159.4006 acres tract of land;

THENCE N. 44 deg. 44 min. 43 sec. W. a distance of 1494.36 feet to a 1" iron pipe found for corner;

THENCE S. 45 deg. 05 min. 25 sec. W. a distance of 212.95 feet to a 1/2" iron rod found for corner;

THENCE N. 44 deg. 47 min. 44 sec. W. a distance of 1478.86 feet to the POINT OF BEGINNING and containing 144.41 acres of land.

TRACT 2

All that certain lot, tract or parcel of land situated in the KING LATHAM SURVEY, ABSTRACT NO. 133, Rockwall County, Texas, and being a part of a 10.00 acres tract of land as described in a Warranty deed from Richard B. Skibell to Tyrone E. Davenport and Cheryl Anne Davenport, dated October 20, 2004 and being recorded in Volume 3742, Page 268 of the Official Public Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 3/8" iron rod found at the base of a 3" steel fence post in concrete at the east corner of said 10.00 acres tract and at the south corner of a 159.4006 acres tract of land as described in a Special Warranty deed from Tyrone E. Davenport and Cheryl Anne Davenport to The Chiefton 2X, LP, dated March 8, 2006 and being recorded in Volume 4464, Page 283 of the Official Public Records of Rockwall County, Texas;

THENCE S. 45 deg. 27 min. 19 sec. W. along the southeast line of said 10.00 acres tract, a distance of 559.20 feet to a point in edge of water for corner;

THENCE N. 44 deg. 17 min. 46 sec. W. a distance of 300.60 feet to a point in edge of water for corner in the northwest boundary line of said 10.00 acres tract of land;

THENCE N. 45 deg. 35 min. 26 sec. E. along the northwest boundary line of said 10.00 acres tract of land, a distance of 556.85 feet to a 1/2" iron rod with yellow plastic cap found for corner;

THENCE S. 44 deg. 44 min. 43 sec. E. a distance of 299.28 feet to the POINT OF BEGINNING and containing 3.84 acres of land.

NOTES

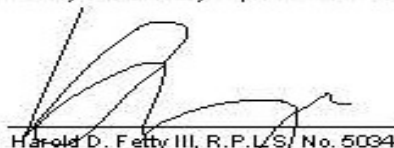
1) According to F.E.M.A. Flood Insurance Rate Map, Community Panel No. 48397C00110 L dated Sept. 26, 2008, this property lies in Zones A & X. Part of this property does appear to lie within a 100-year flood plain, as shown scaled from FIRM.

2) BEARING SOURCE: RECORDED PLAT.

3) ALL 1/2" IRS ARE CAPPED WITH "YELLOW PLASTIC CAPS" RPLS 5034."

SURVEYOR'S CERTIFICATE

I, Harold D. Fetty, III, Registered Professional Land Surveyor No. 5034, do hereby certify that the above plat of the property surveyed for CHICAGO TITLE COMPANY and OAK NATIONAL HOLDINGS, LLC at FM 550, ROCKWALL County, Texas, is the result of a careful collection of the best evidence available to me and my opinion is based on the facts as found at the time of survey. This survey meets the requirements of the Minimum Standards of Practice as approved and published by the Texas Board of Professional Land Surveying, effective September 1, 1992 and subsequent revisions, and the same was surveyed under my supervision on the ground this the 12th day of August, 2019.


Harold D. Fetty III, R.P.L.S. No. 5034



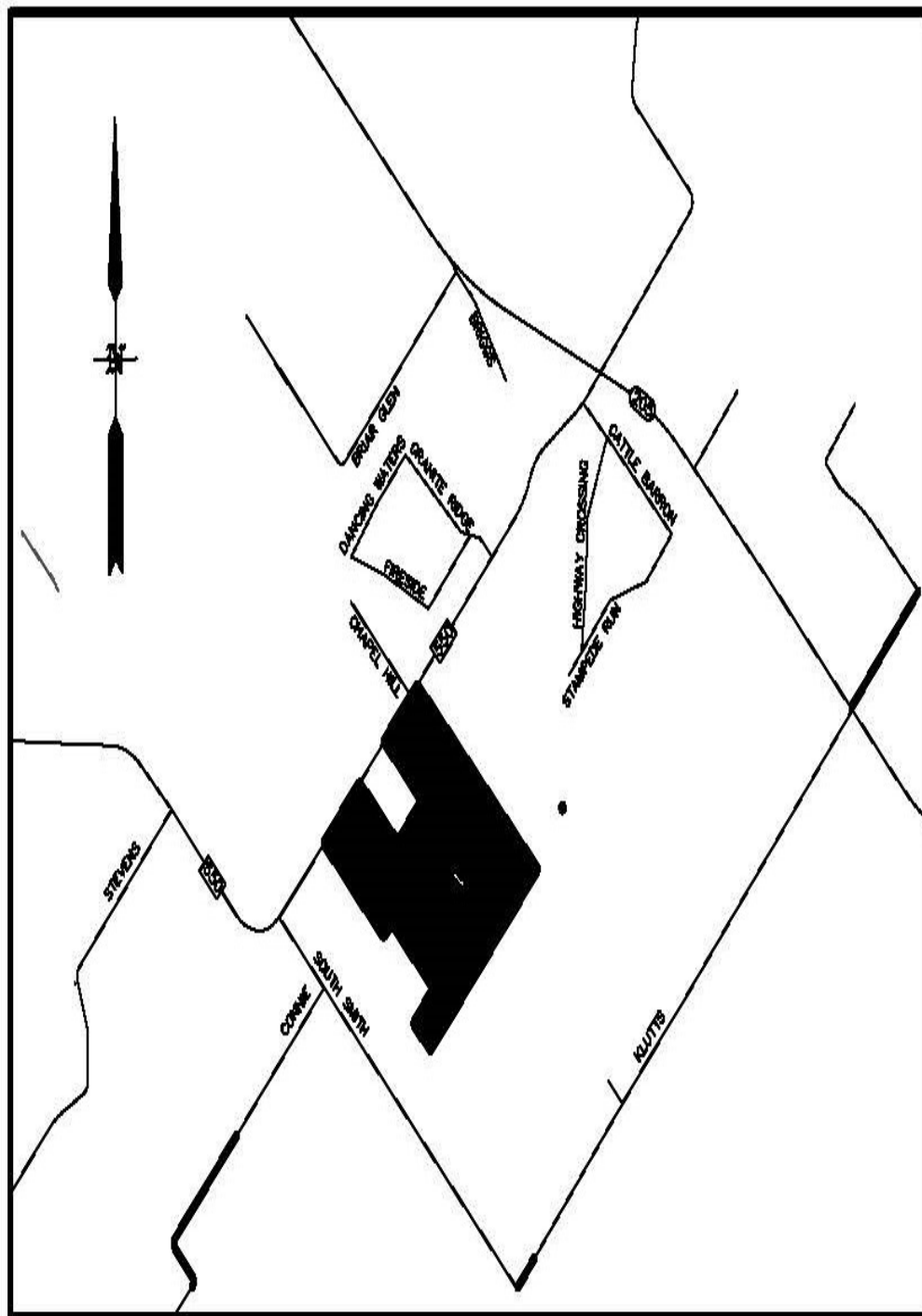
SYMBOL LEGEND				
				
				

SURVEY DATE: AUGUST 12, 2019
SCALE: 1" = 200' F.E.P. 20041825-2
CLIENT: CHC, LLC OF P 5000301201292

H.D. Fetty Land Surveyor, LLC

Firm Registration no. 10150900

6770 FM 1585 ROYSE CITY, TX 75189 972-535-2255 PHONE tracy@hdfetty.com



VICINITY MAP
N.T.S.



City of McLendon-Chisholm
1371 West FM 550 - McLendon-Chisholm, Texas 75032
TEL: (972)524-2077 FAX: (972)524-9128

SPECIFIC USE PERMIT APPLICATION

Date of Application: 1/18/23

Receipt # _____

Fee: \$400 + ALL consultant Costs. Consultant costs includes City Planner, City Engineer, Legal Fees and any other outside consultant costs incurred by the City.

Address and/or Location of Request: 1.5 acre lot at the SE corner of SH 205 and FM 550 _____

Property Legal Description: LOT 1, BLOCK 1, OF THE SH 205/550 ADDITION _____

County Parcel ID: 101321

Existing Zoning: GB Requested Zoning: GB

Applicant's Name: CAMERON SLOWN

Phone No. 817-889-5050 Email: CSLOWN@TNPINC.COM

Status of Applicant: Owner or Authorized Agent X

Applicant's Address: 825 WATTERS CREEK BLVD., SUITE M300, ALLEN, TX 75013 _____

Owner's Address: MFS GROUP, LLC. - 2357 JUPITER ROAD, PLANO, TX 75074

I certify that I am the owner of the property described in this petition/application and CAMERON SLOWN is the authorized agent to file this application on my behalf.

Signature of Owner:

[Signature] Date _____

Signature of Applicant:

[Signature] Date _____

Development Fees

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

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

ALL Consulting Costs - Includes City Planning, City Engineer, City Attorney and any other outside consultant costs incurred by the City. All outstanding fees must be paid by the applicant prior to their application being placed on the agenda of the Planning & Zoning Commission, City Council or BOA. Consultants invoice the City monthly after work is completed, so it is possible for plat applicants to receive notice of outstanding fees after a plat has been considered. The City will invoice for any remaining consulting charges. Building permits be not be issued with fees outstanding.

I hereby certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application. All information submitted herein is true and correct and the application fee of \$_____ to cover the cost of this application, and an initial deposit of \$_____ for consulting fees has been paid to the City of McLendon-Chisholm on this _____ day of _____, 202_.

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

Signature of Applicant (Owner/Authorized Agent):



City Secretary: _____

(Seal)

CHECKLIST FOR SPECIAL USE PERMIT APPLICANT

The following items must be submitted along with the completed application before processing and scheduling.

1. Completed Application
2. Legal Description and plat of the subject site. Two (2) copies of field note description typed and attached on a separate sheet (plain bond paper) and the subdivision name with lot and block number.
3. A location map clearly showing the site in relation to adjacent streets and distance to nearest thoroughfare.
4. Filing Fee of \$400.00 for the requested change of property + ALL consultant costs.
5. Names and Addresses of Legal Property Owners within 200 feet of property. (The City will need to send out notices of the Public Hearing)
6. If not the owner of the property, have a letter from the owner stating that the applicant is authorized to file the application.



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February 14, 2023

Mr. Michael Coker
City Administrator
1371 West FM 550
McLendon-Chisholm, TX 75032

RE: MFS Retail – SUP Application

Mr. Coker

Submitted herein is the full Specific Use Permit (SUP) Submittal for the MFS Group Retail Center located at the Southeast corner of SH 205 and FM 550. The project site is 1.51 acres and is currently zoning GB (general business).

The purpose of this SUP is to illustrate the proposed retail building and most especially the restaurant with an order ahead drive-up window. The site plan attached to this submittal shows an order ahead drive-up lane. This lane will be utilized by customers who will be picking up food orders that they have made online or over the phone. Along with the restaurant's sit-down service this order ahead drive-up lane allows for additional flexibility for food service at this site.

In times when indoor seating at restaurants was shut down, an order ahead drive-up window was a way that restaurants could remain open, employ its workers, and further serve the community.

Thank you in advance for accepting this SUP package and please let me know if you have any questions.

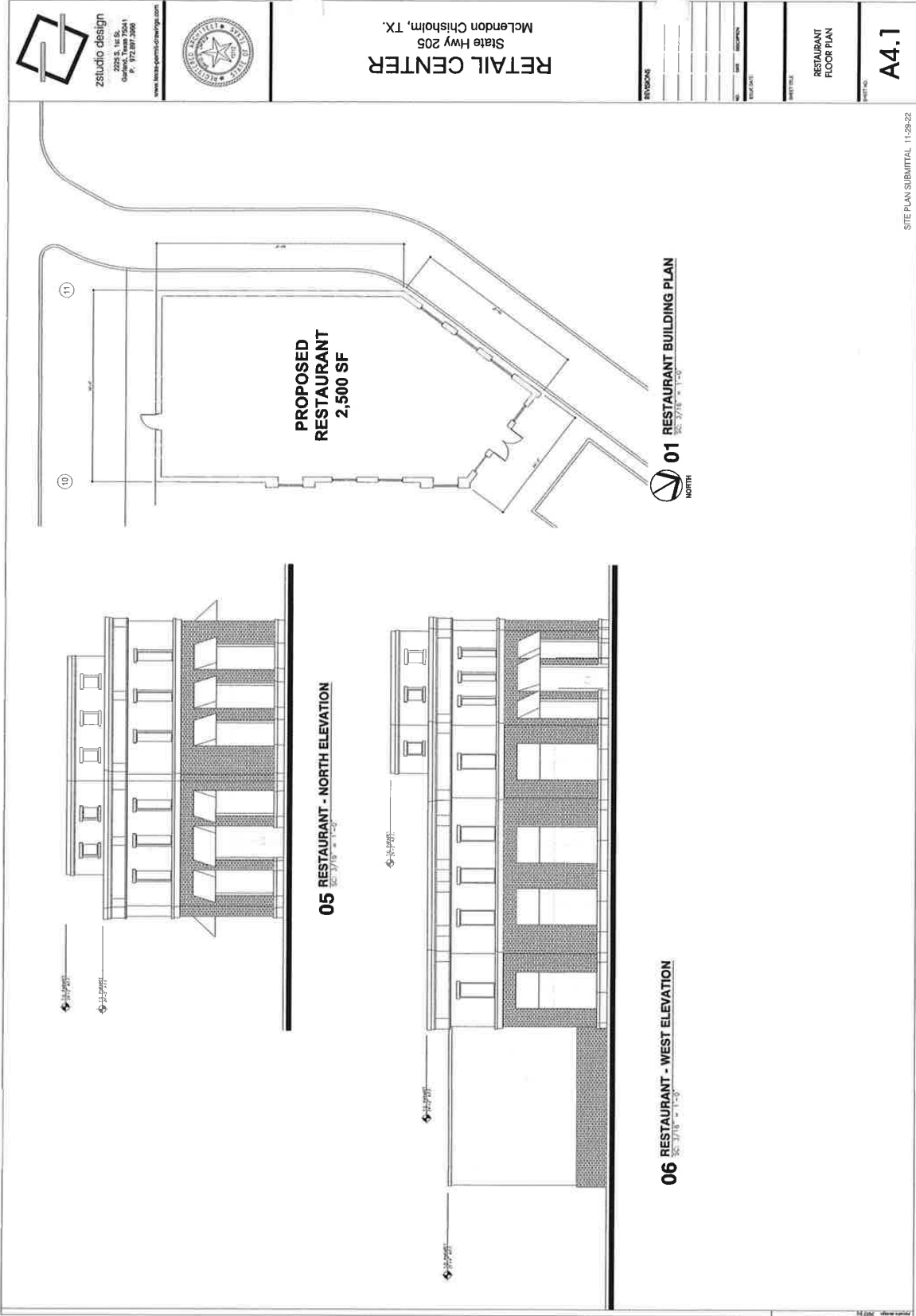
Sincerely,

tnp

teague nall & perkins

Cameron Slown, PE
cslown@tnpinc.com







zstudio design
 2505 S. 1st St.
 Suite 100
 P.O. Box 100
 P. 772 387 3366
www.zstudio-design.com



RETAIL CENTER
 State Hwy 205
 McLendon Chisholm, TX.

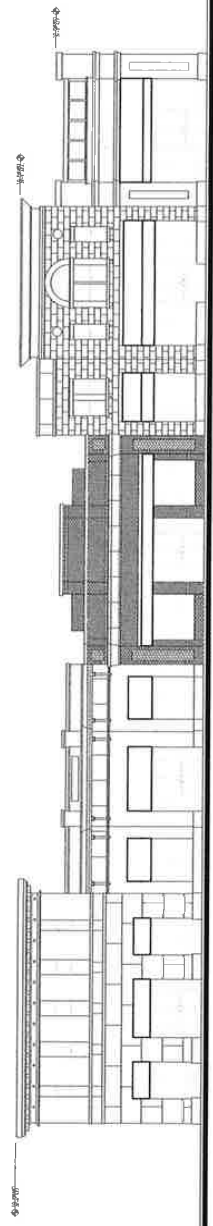
REVISIONS
 NO. DATE DESCRIPTION
 1 10/1/2021 INITIAL DESIGN

DRAWN BY: [blank]
 CHECKED BY: [blank]
 SCALE: 1/8" = 1'-0"
 SHEET TOTAL: 10
 SHEET NO.: 10

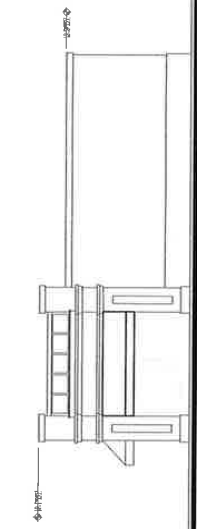
EXTERIOR ELEVATIONS

A5.0

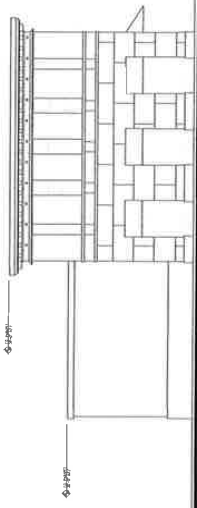
SITE PLAN SUBMITTAL 11-23-22



01 RETAIL - NORTH ELEVATION
 SC: 1/8" = 1'-0"



02 RETAIL - EAST ELEVATION
 SC: 1/8" = 1'-0"



03 RETAIL - WEST ELEVATION
 SC: 1/8" = 1'-0"



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

DATE: March 15, 2023

APPLICANT: Cameron Slown
TNP, Inc.
825 Watters Creek Blvd, Suite M300
Allen, Texas 75013

PROPERTY OWNER: MFS Group, LLC
2357 Jupiter Road
Plano, Texas 75074

REPRESENTATIVE: Cameron Slown

LOCATION: South quadrant of the intersection of FM 550 and State Highway 205

PLANNING AND ZONING COMMISSION MEETING DATE: March 21, 2023

REQUEST:

The applicant is requesting approval of a Specific Use Permit for a restaurant with an order ahead drive-up window and the ability to serve alcohol for on-premise consumption on a one and one-half acre tract of land located at the south corner of the intersection of FM 550 and SH 205.

STAFF RECOMMENDATION: Approval of the Specific Use Permit for a restaurant to serve alcohol for on-premise consumption **without a drive-up or Pick up window. Call ahead orders shall be picked up from designated parking spaces by way of the doorway to/from the restaurant.**

Conditions:

- Amend the site plan by removing the requested drive-up/pick up window.

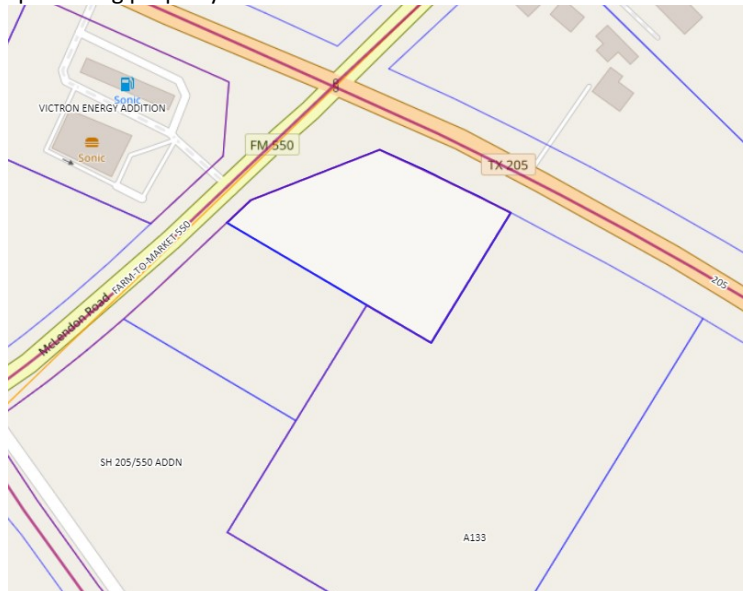
[note: full sized copies of the SUP Site Plan, are available at City Hall for inspection]

BACKGROUND INFORMATION:

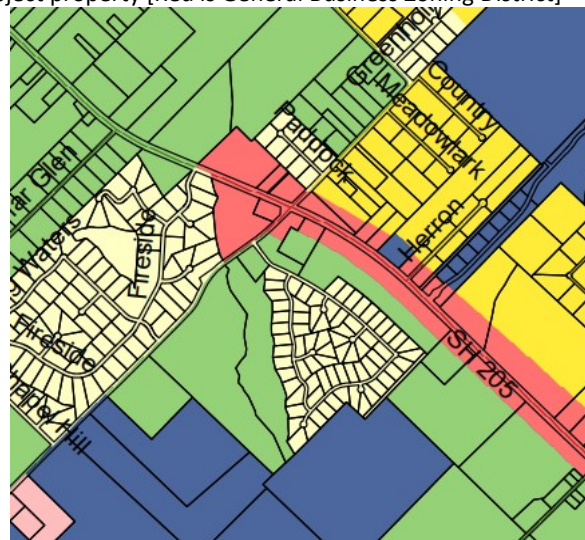
The subject property is a 1.5-acre tract of land located at the south corner of the intersection of SH 205 and FM 550. [Rockwall CAD #101321]. A specific use permit for the development of a detached drive-up restaurant. The zoning district designation for this property is GB General Business. The General Business District requires a specific use permit for a restaurant with or without alcoholic beverage service and/or with or without a drive-thru lane.

The City Council previously approved the site plan, landscape plan and elevations but denied the request for the drive-up/pick-up window, but did agree the customers could call or email ahead and pick up their orders from designated parking spaces that are accessed from the restaurant through the door but not through a window.

Rockwall CAD map showing property



City Zoning map for subject property [Red is General Business Zoning District]



Thoroughfares/streets:

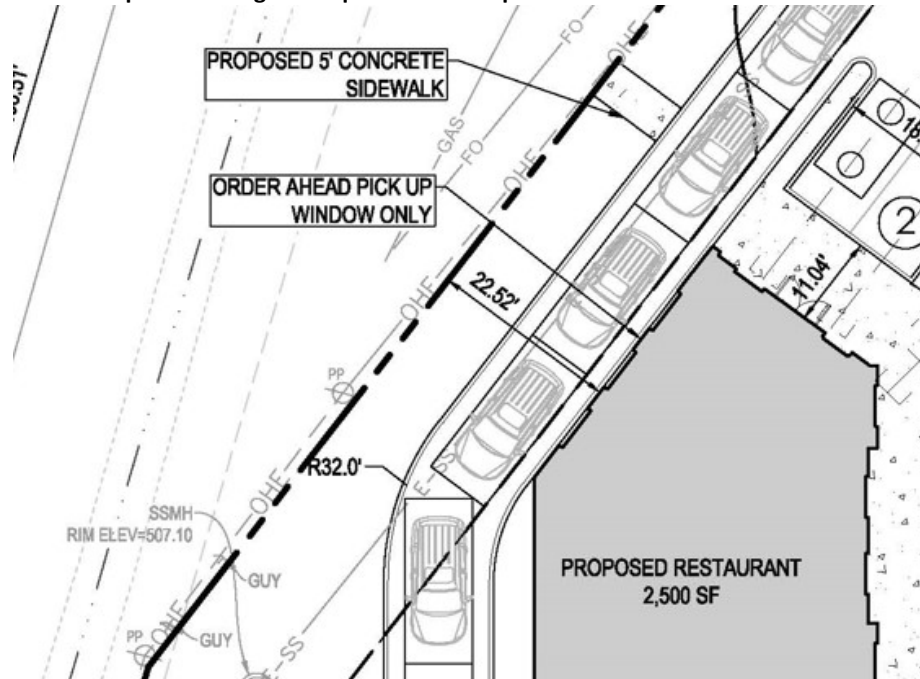
This property fronts both SH 205 and FM 550. Property dedications for the upcoming widening of SH 205 and intersection improvements with FM 550 have been provided. There is an existing access

Section 6-1 of the McLendon-Chisholm Zoning Ordinance prescribes the requirements for Site Plans.

[illegible]

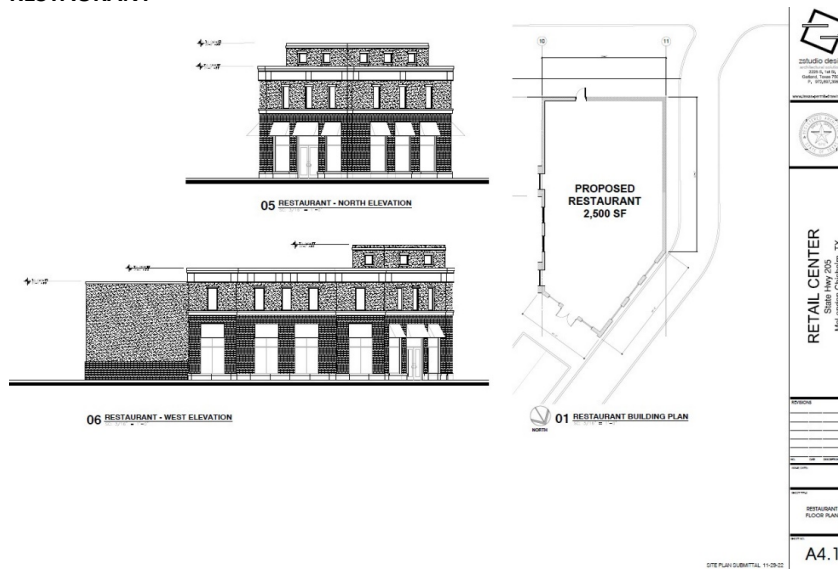
THIS AREA INTENTIONALLY LEFT BLANK

Portion of the site plan showing the requested drive-up window.



ELEVATIONS

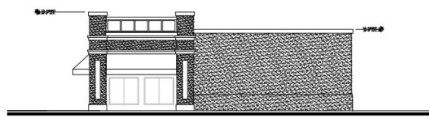
RESTAURANT



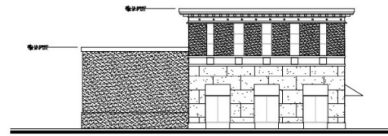
RETAIL CENTER



01 RETAIL - NORTH ELEVATION
SC 3/16" = 1'-0"



02 RETAIL - EAST ELEVATION
SC 3/16" = 1'-0"



03 RETAIL - WEST ELEVATION
SC 3/16" = 1'-0"



RETAIL CENTER
State Hwy 235
McLendon Chisholm, TX.



City of McLendon-Chisholm Staff Report

Date:

April 19, 2023

Agenda Item:

Discuss/Action (per City Secretary discretion)

Fiscal Impact: None

Background:

The City of McLendon-Chisholm has for the past 6 months worked toward completing requirements for the acquisition/transfer of the RCH Water Certificate of Convenience and Necessity (CCN) to the City of McLendon Chisholm.

Through negotiations, the RCH Board of Directors has indicated that they are amenable to allow our contract professional water engineers and professional staff (Teague, Nall and Perkins, Inframark and our City Contract Finance Director) into RCH to do a complete evaluation of the RCH system.

One of the major components to this approval is for the city to provide to RCH a Confidentiality Agreement (attached) to protect and safeguard the integrity and operations of the RCH water system.

Proposed Motion:

I MOVE to approve/disapprove the confidentiality agreement between the city of McLendon Chisholm and the RCH Water Company.

Staff Assigned: Konrad Hildebrandt, City Administrator

CONFIDENTIALITY AGREEMENT

This is an agreement by and between the Parties, the City of McLendon-Chisholm, Texas ("City") and _____ ("RCH") for the purposes stated herein.

WHEREAS the parties have engaged in and propose to continue to engage in exchanges of confidential information and discussions regarding the potential acquisition by the City of RCH's water utility (the "Utility"), which potential acquisition is defined as the "Potential Transaction";

WHEREAS each party may disclose certain information to the other party on the terms and conditions as set forth below in order to enable the parties to evaluate and, if applicable, negotiate and complete, the Potential Transaction, which process of disclosure and evaluation and, if applicable, negotiation and completion are defined as the "Process";

WHEREAS in the course of such disclosure, whether such disclosure be written, observed or oral, certain confidential, proprietary and commercially sensitive information of one party may come into the possession of the other party;

WHEREAS each party requires the other party to not, except as provided herein, use or disclose any confidential proprietary or commercially sensitive information of one party that may come into the possession of the other party, or publicize the Potential Transaction.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

Acknowledgement Information Supplied in Confidence

1. Each party, as a receiving party, hereby acknowledges that all information, contract terms, proposals, valuations, assumptions, customer lists, price lists, trade secrets, data formulae, statistics, plans, specifications, flow charts, drawings, designs, methods, procedures, prototypes, know-how and any and all other material or information of any kind, including without limitation, of a financial nature or containing personal information about an identifiable person, that is furnished to it regarding the Utility, the Proposed Transaction, the Process and/or any ancillary or incidentally disclosed matters by the other party or with the concurrence of the other party, by its subsidiaries, affiliates, representatives and/or agents, as a disclosing party, (hereinafter called the "Confidential Information") will be furnished to a receiving party or to its directors, officers, employees, agents or advisors in strictest confidence.

City Elected Officials

2. In this Agreement, references to "directors" of the City refer to its elected Council members.

Obligation to Keep Information Confidential

3. Each party, as a receiving party, hereby covenants with the other party, as a disclosing party, that it will keep the Confidential Information in strictest confidence and will not disclose or reveal the same to any other person, entity, enterprise, government, agent of government or regulatory authority other than in accordance with and except to the extent permitted by the provisions of this Agreement.

Copies of Information

4. Each party, as a receiving party, hereby covenants with the other party, as a disclosing party, that it will not, without the prior written consent of the disclosing party, make any copies, duplicates, recordings or other reproductions of the Confidential Information unless they are reasonably required by a receiving party in relation to the Proposed Transaction or the Process, and any such copies, duplicates, recordings or reproductions will be subject to the terms and conditions of this Agreement, and all such copies, duplicates, recordings or other reproductions will contain the same proprietary and confidential notices and legends, if any, which appear on the original Confidential Information.

Use of Information

5. Each party, as a receiving party, hereby covenants with the other party, as a disclosing party, that it will not at any time use the Confidential Information for any purpose not directly related to the Proposed Transaction or the Process.

This Agreement

6. For the purposes of this Agreement, Confidential Information will also be deemed to include the contents of this Agreement, but not the fact that this Agreement has been entered into.

Publicity

7. Neither party will issue or make nor permit any of its affiliates or their respective directors, officers, employees, agents, or representatives to issue or make any press release, public announcement or other public statement, including without limitation through social media, relating to the Potential Transaction, the Process or other subject matter of this Agreement without the prior written approval of the other party, EXCEPT that the City and any of its directors, officers, employees, agents, or representatives, for the purposes of public transparency, may disseminate information to the public, or groups of the public, about the timing and holding of meetings with RCH, and other general information about the progress or status of the Process.

Distribution of Information

8. A receiving party agrees that the Confidential Information provided by a disclosing party pursuant to this Agreement will be made available only to those of its directors, officers, employees, agents and advisors and the directors, officers, employees, agents and advisors of its affiliates who are involved in the Proposed Transaction and/or the Process or who need access to the Confidential Information in performing their responsibilities in respect of the Proposed Transaction and/or the Process, and a receiving party will release the Confidential Information to such directors, officers, employees, agents and advisors on the basis that they must observe the confidentiality obligations of a receiving party as set forth in this Agreement. Without derogation to the foregoing, a receiving party remains liable to the disclosing party for the breach of any of the terms of this Agreement by its directors, officers, employees, agents, affiliates, and advisors.

Advisors

9. Without limiting section 8,
- (a) RCH acknowledges that the City will be distributing Confidential Information to other firms and persons who will assist the City with negotiations, legal representation, financial

evaluations and other aspects of the Potential Transaction and the Process; and

- (b) the City acknowledges that RCH will be distributing Confidential Information to other firms and persons who will assist RCH with negotiations, legal representation, financial evaluations and other aspects of the Potential Transaction and the Process.

Protection of Information

10. A receiving party agrees that it will use not less than the same degree of care as it uses for its own confidential information but no less than a reasonable degree of care to protect and prevent the disclosure of a disclosing party's Confidential Information to any unauthorized person, entity, enterprise, government, agent of government or regulatory authority by it, its directors, officers, employees, agents or advisors or the directors, officers, employees, agents or advisors of its affiliates. The receiving party will be fully responsible for any breach of this Agreement by such persons.

Return / Destruction of Information

11. If the City should give a notice to RCH that the City is ceasing negotiations about the Proposed Transaction or if RCH should give a notice to the City that RCH is ceasing negotiations about the Proposed Transaction, then each receiving party will cease using and will, upon the request of a disclosing party, return to a disclosing party all Confidential Information provided to it by a disclosing party and any and all copies thereof and will destroy all extracts, reports, recordings, reproductions and notes thereof, and upon request of the disclosing party certify in writing that it has complied with the obligations set forth in this paragraph, provided that the receiving party will not be required to return or destroy any Confidential Information:

- (a) that is contained or embodied in any evaluations, models or analysis prepared for internal proprietary management evaluation purposes, or
- (b) which may be subject to privileged legal communications, or
- (c) if such return or destruction would violate any of its formal documentation retention policies,
- (d) if such return or destruction would violate any document retention requirement imposed by applicable law; or
- (e) that is on backed-up computer records; provided that all such retained Confidential Information will continue to be held by the receiving party subject to this Agreement.
- (f) Upon completion of the FINAL COPY of the overall study (ies), RCH shall request of the City of McLendon Chisholm Mayor and Council **and receive** a FINAL COPY of all contracted work completed by outside contractors. If RCH does not allow the acquisition to be completed with McLendon Chisholm, RCH shall pay for half the cost of the study (ies), otherwise, there shall be no cost to RCH.

Termination of Negotiations

12. The provisions of this Agreement will continue to apply following the termination of any discussions between the parties hereto with respect to the Proposed Transaction and/or Process.

Subsequent Agreements

13. This Agreement will survive any subsequent agreement entered into by the parties, unless and only to the extent such subsequent agreement expressly supersedes the covenants and agreements contained in this Agreement.

No Obligation to Negotiate or Further Agree

14. This Agreement is not intended to and does not obligate either party to negotiate with the other regarding the Proposed Transaction or enter into any further agreements or to proceed with any transaction, including the Potential Transaction.

15. Each party agrees that nothing in this Agreement imposes any obligation on the other (whether or not any Confidential Information is supplied) to enter into or continue any discussions and/or negotiations with the other party in respect of the Proposed Transaction and/or the Process, and each party is free at any time to terminate for any reason all discussions and/or negotiations with the other relating to the Process, and the City does not waive its constitutional right to obtain the Utility through its eminent domain authority or other avenues it has at its legislative discretion as a matter of law.

16. Any further obligations of any party to the other will require a separate agreement. Further, nothing herein will be construed as obligating or be deemed to obligate the parties to enter into any future agreement with respect to the Utility.

Ownership of Information

18. All right, title and interest in and to the Confidential Information will remain the exclusive property of a disclosing party and no license for or other rights of any kind whatsoever in or to the Confidential Information or any trade secret, patent, patent application, industrial design, trademark, copyright or other type or form of intellectual or industrial property derived therefrom is granted or can be implied to have been granted at any time by the disclosure of Confidential Information by a disclosing party to a receiving party.

Limitation on Confidential Information

19. "Confidential Information" will, for the purposes of this Agreement, not include:

(a) Prior Information - any information which was rightfully in the possession of a receiving party prior to the date of disclosure of such information to a receiving party by a disclosing party;

(b) Already in Public Domain - any information which was in the public domain prior to the date of disclosure of such information to a receiving party by a disclosing party;

(c) Becomes Public Domain - any information which becomes part of the public domain by publication or otherwise except through an unauthorized act or omission on the part of a receiving party or its directors, officers, employees, agents or advisors;

(d) Received from Third Parties - any information which is supplied to a receiving party by a third party who is under no obligation to a disclosing party to maintain such information in confidence pursuant to a confidentiality agreement or other contractual, legal or fiduciary obligation of confidentiality or secrecy; and

(e) Developed Independently - any information which is developed by a receiving party independently of the disclosures made by a disclosing party under this Agreement.

Supply of Information

20. RCH shall and covenants to, during discussions and negotiations with the City regarding the Proposed Transaction and the Process, provide complete and accurate information regarding the Utility and the Proposed Transaction.

Permitted Disclosure of Information — Court Order

21. In the event that a receiving party or any of its affiliates, directors, officers, employees, agents or advisors are required by a court or other regulatory or government or tribunal, agency or body having jurisdiction to disclose any of the Confidential Information of a disclosing party, a receiving party will, to the extent permitted by law, provide a disclosing party with prompt written notice of such requirement so that a disclosing party may seek a protective order or other appropriate remedy. In the absence of a protective order or other appropriate remedy being sought or obtained by a disclosing party, a receiving party may disclose the Confidential Information, but only that portion of the Confidential Information which the receiving party's legal counsel advises it, in writing, that it is legally required to disclose.

Permitted Disclosure of Information — Freedom of Information

22. RCH acknowledges and agrees that the City is subject to the Public Information Act ("Act"), and that this Agreement and any Confidential Information of RCH may be subject to disclosure thereunder.

23. The City agrees and acknowledges that the contents of this Agreement and RCH's Confidential Information has been and will be explicitly supplied by RCH in confidence.

Permitted Use and Disclosure — Regulatory Process

28. RCH agrees that the City may use and disclose Confidential Information of RCH that is received by the City in its capacity as an intervenor or interested party as part of the current regulatory process before the Texas Commission on Environmental Quality ("TCEQ") regarding RCH's _____, or any other regulatory process before the TCEQ, PROVIDED that any restrictions or limitations applicable to the City pursuant to such process remain in effect and are unaffected by this Agreement.

Application of Sections 21 to 28

29. RCH agrees that sections 21 to 28 apply notwithstanding anything else in this Agreement to the contrary.

Remedies

30. Each party acknowledges that the provisions contained herein are reasonable in the circumstances and necessary for the adequate economic protection of the other party. Each party further acknowledges that the breach by it of any of the provisions herein contained would cause irreparable harm to the other party which would not be adequately compensated for by damages and, accordingly, in the event of such breach, each party acknowledges and agrees that the other party will be entitled in its discretion to commence proceedings for injunctive relief.

The provisions of this paragraph will not be construed so as to derogate from any other remedy which a disclosing party may have. in the event of such breach whether at law, equity or pursuant to the terms of this Agreement.

Entire Agreement

31. This Agreement constitutes the entire agreement between the parties hereto as to the subject matter hereof and merges all prior discussions between the parties hereto, and neither of the parties hereto will be bound by any terms, conditions, representations or undertakings other than as expressly set forth herein.

Inurement / Assignment

32. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, provided however that neither party will be entitled to assign this Agreement or any of its obligations hereunder to any other person(s) without the prior written consent of the other party, such consent not to be unreasonably withheld.

Amendment

33. This Agreement will not be varied, altered or amended except by a document in writing signed by all the parties hereto.

Governing Law

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

Severability

35. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision and all other provisions hereof will continue in full force and effect.

Notices

36. Notices to be sent pursuant to this Agreement will be sent by hand delivery or by facsimile to the locations noted below and will be deemed to have been received, if by hand delivery, on the date of delivery, and if by facsimile, then on the next business day after confirmed sending of the facsimile.

CITY:

With a copy to:

Michael B. Halla
187 Rolling Court
Lancaster, Texas 75146
Mhalla@hallalawfirm.com

RCH:

Counterparts

37. This Agreement may be executed in any number of counterparts, and may be delivered originally, by facsimile, or by Portable Document Format ("PDF") and each such original, facsimile copy, or PDF copy, when so executed and delivered will be deemed to be an original and all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year written below.

DATED THIS __ DAY OF _____, 2023.

CITY OF MCLENDON-CHISHOLM:

Keith Short, Mayor

RCH:

_____, (title)



**CITY OF McLENDON-CHISHOLM
PLAT APPLICATION**

Application Date: 2-24-23

Items Submitted. Check all that Apply:

- ☐ Preliminary Plat: \$175 per lot + \$10 per acre (acreage rounded to the nearest whole acre) + ALL Consultant Costs
- ☒ Final Plat: \$150 per lot + \$10 per acre (acreage rounded to the nearest whole acre) + ALL Consultant Costs
- ☐ Replat/ Amended Plat: \$150 per lot + \$10 per acre (acreage rounded to the nearest whole acre) + ALL Consultant Costs
- ☐ Digital Copy of Submitted Plat/Plan (required)
- ☐ Site Plan
- ☐ Concept Plan
- ☐ Planned Development
- ☐ Vacation of Plat

General Information:

Addition Name (if platted): Bear Point Addition Current Zoning: N/A

No. of Acres: 9.78 No. of Lots: 3 Proposed Zoning: N/A

General Location of Property: 2663 Dowell Rd, Rockwall

Proposed Use for Property: Residential

Applicant Name: Christina Fuentes

Company: _____

Address: 5 MARTESE CIRCLE City, State, Zip: Rockwall TX 75087

Phone(s): (214) 240-4193 Email: fchristy1957@yahoo.com

Owner Name: Jose and Lidia Alvarado

Address: 2663 Dowell Rd City, State, Zip: Rockwall, TX 75082

Legal Description of the Property: 9.82 acres recorded in File # 20180000018503

County Parcel ID: 32525

Other Information: _____

Development Fees

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

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

ALL Consulting Costs - Includes City Planning, City Engineer, City Attorney and any other outside consultant costs incurred by the City. All outstanding fees must be paid by the applicant prior to their application being placed on the agenda of the Planning & Zoning Commission, City Council or BOA. Consultants invoice the City monthly after work is completed, so it is possible for plat applicants to receive notice of outstanding fees after a plat has been considered. The City will invoice for any remaining consulting charges. Building permits be not be issued with fees outstanding.

I hereby certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application. All information submitted herein is true and correct and the application fee of \$ 550.00 to cover the cost of this application, and an initial deposit of \$ 1,000.00 for consulting fees has been paid to the City of McLendon-Chisholm on this 24th day of February, 2023

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

Signature of Applicant: _____

City Secretary: _____

[Handwritten Signature]
Rochelle Green





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

CITY COUNCIL-CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: April 14, 2023

APPLICANT: Christina Fuentes
5 Maltese Circle
Rockwall, Texas 75032

PROPERTY OWNER: Jose and Lidia Alvarado
2663 Dowell Road
Rockwall, Texas 75032

REPRESENTATIVE: Christina Fuentes
5 Maltese Circle
Rockwall, Texas 75032

LOCATION: 2663 Dowell Road, Rockwall County, Texas

PLANNING AND ZONING COMMISSION MEETING DATE: April 18, 2023

CITY COUNCIL MEETING DATE: April 19, 2023

[Note: This is a plat request, as such the Commission and the City Council have three options: Approval; Approval with conditions; or disapproval [if disapproved the conditions precedent to disapproval must be stated.]

REQUEST: The applicant is requesting approval of a final plat for the Bear Point subdivision of a 9.78 acre tract of land located on Dowell Road, north of the intersection with FM 550, in the City of McLendon-Chisholm Extra Territorial Jurisdiction.

STAFF RECOMMENDATION: Approval of the final plat subject to the following conditions:

- **Required Fire flow availability must be validated by inspection by the Fire Department prior to issuance of building permit [Section 507 Fire Code]**
- **The location of required fire hydrants must be shown on the plat [Section 507.5]**
- **Provide a letter from water provider showing service is available prior to recordation [Subdivision Ordinance]**
- **Show 24 foot fire lane on Lot 2 [Section 503 of the Fire Code]**
- **Show required fire apparatus turnaround on Lot 3 [Section 503 of the Fire Code, see appendix D]**
- **Install required water supply for Lot 3 prior to issuance of a building permit [Section 501.4 of Fire Code]**

- Construction of the fire lane [fire apparatus access road] shall comply with Section 503.
- The drive approach for the fire apparatus access road [fire lane] shall be prepared and presented to the Fire Marshal for approval prior to construction. [Fire Code]
- Show a drainage easement on the plat where stormwater may flow, especially from Lot 3, if it flows across property lines. [Subdivision ordinance Section 10.02.010]
- Identify the monument located at the northeast corner of the 1,448,56" chord [Subdivision Ordinance Section 10.02.005 (b)(F)]
- Remove "preliminary" language from front of revised plat.
- Provide a metes and bounds legal description for each individual lot on a second page of the plat. [Subdivision Ordinance]
- Revise the front building line from 25 feet to 75 feet from the front property line. For Lot 3 the front property line is the property line parallel and nearest to Dowell Road and requires the 75-foot building line. [Subdivision Regulations section 10.02.006]
- On the "Acknowledgement" change the "ninety days" to one year. [Subdivision Ordinance]
- Provide revised final plat document for approval by City Staff and Fire Marshal prior to authorization for recording [if the revised final plat satisfies the conditions required by the City Council, approval by the City Administrator and the Mayor prior to recordation is required].

The digital copy of the plat to be forwarded to the Commission and the City Council on Monday April 17, 2023.

BACKGROUND INFORMATION:

This application is a combined preliminary plat and final plat as authorized by: Section 10.02.005 Preliminary plans and final plats; subsection (b) Final plat; subsection (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."

This combined preliminary and final plat satisfies these conditions.

Fire Code. City has adopted the 2018 International Fire Code. The subject property is located within the McLendon-Chisholm Fire Department service area, subsequently the property must comply with the Fire Code.

The applicant proposes access to Lot 3 by using a 15 foot access easement on the adjacent property [southeast side of the subject property]. The minimum allowable ingress and egress easement for a fire lane is 24 feet. The plat should be amended to reflect the required 24 foot wide fire lane [fire apparatus access] on the interior of Lot 2. Additionally, the Fire Code requires a turn-around for fire apparatus when the fire lane exceeds 150 feet. The depth of Lot 2 is shown to be 419.25 feet. A turn-around complying with the Fire Code must shown on the plat at the east end of the fire lane and access easement on Lot 3.

Rockwall CAD map showing the subject property. [PID #32525]



Thoroughfares/streets:

The subject property fronts on Dowell Road in the unincorporated area adjacent to the City Limits.