



**AGENDA
CITY COUNCIL MEETING
WEDNESDAY, MAY 24, 2023
1371 WEST FM 550 - McLENDON-CHISHOLM, TEXAS 75032
6:30 PM**

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1. CALL TO ORDER	
2. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS	
3. RULES OF DECORUM	
4. PROCLAMATION	
4.1. Public Works Week	4 - 5
Shon Bellah, Pump Tech Supervisor, City of Rockwall	
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6. CONSENT AGENDA	
6.1. Consider Approval of the Minutes of the May 19, 2023 City Council Meeting	6 - 28
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Staff Report Presentation Heroes Day 2023	
7.3. Discussion and action regarding approval of the application of MC Trilogy Texas, LLC, requesting initial zoning of "PD" Planned Development District and updating the Comprehensive Plan and Zoning Map for two tracts of land annexed into the City of McLendon-Chisholm: 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 situation in the J. Simons Survey, Abstract No. 202, the W.W. Ford Survey, Abstract No. 80, and the A. Rodriguez Survey,	41 - 102

Abstract No. 231, in Rockwall County, in Rockwall County, Texas, identified by county ID Numbers 11534 and 11535, 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 Application](#)
[Staff Recommendation](#)
[Ordinance](#)

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| 7.4. | Discuss and consider a resolution approving a transfer agreement between the City of McLendon-Chisholm and RCH Water Supply Corporation, Inc., where RCH will transfer all assets, both inside the City limits and the extraterritorial jurisdiction of the City, to the City of McLendon-Chisholm, authorizing the Mayor to execute said Agreement and calling upon the Board of Directors for RCH to authorize and approve said Agreement. | 103 - 153 |
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[Resolution](#)
[Asset Transfer Agreement](#)
[CCN Map](#)

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| 7.5. | Discuss and consider authorizing the City Administrator to enter into negotiations with authorized service providers to provide interim operation, maintenance and bill services for water services between the City and RCH. | |
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8. REPORTS

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[Financial Report](#)

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| 8.3. | CWD Report - April 2023 | 178 - 182 |
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[CWD April Report](#)

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| 8.4. | Sheriff's Report - April 2023 | 183 - 192 |
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[April Report](#)

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| 8.5. | Code Compliance Report - April 2023 | 193 - 196 |
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[Code Compliance Report - April 2023](#)

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| 8.6. | Animal Control Report - April 2023 | 197 |
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[Animal Control Report](#)

9. UPDATES, DISCUSSION AND DIRECTION TO STAFF

10. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

The City Council will have an opportunity to address items of community interest including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public

official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of McLendon-Chisholm; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of McLendon-Chisholm that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of McLendon-Chisholm; and announcements involving an imminent threat to the public health and safety of people in the City of McLendon-Chisholm that has arisen after posting the agenda.

10.1. Mayor Short

10.2. Council Member Tucker

10.3. Council Member McNeal

10.4. Council Member McLendon

10.5. Council Member Hoffman

10.6. Council Member Balkum

11. ADJOURN

As authorized by Section 551.071(1) of the Texas Government Code, this meeting may be convened into closed Executive Session in order to seek confidential legal advice from the City Attorney on any agenda item herein.

I, Rochelle Green, do hereby certify that the above Notice of Meeting of the City Council of McLendon-Chisholm, Texas was posted or before 5:00 p.m., May 19, 2023 on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.



Proclamation

WHEREAS, public works provides an integral part of our community and citizens' everyday lives; and,

WHEREAS, our city wants to recognize the health and safety and comfort that this community greatly depends on facilities and services; and,

WHEREAS, the quality and effectiveness of these facilities as well as their planning design and construction is vital depending on the efforts and skills of these public works officials; and,

WHEREAS, Mr. Shon Bellah, on July 28, 2008, accepted the position of Crew Leader in the Water Division of Public Works for the City of Rockwall. On November 13, 2017, he was promoted to Pump Tech Supervisor; and,

WHEREAS, while working in the City of Rockwall, he received an Associate's Degree in Science and Business from Columbia Southern University. Current TECQ licenses are Water Operator A, Wastewater Collection Operator III, Backflow Prevention Assembly Tester, and Customer Service Inspector; and,

WHEREAS, before seeking employment with the City of Rockwall, Shon Bellah had over three years of experience in the water industry employed by the Rockdale and Newton County Water Departments in Georgia; and,

WHEREAS, Shon was born and raised in Georgia, working on the family farm. After graduating from Toombs County High School in Lyens, Georgia, he went into business as a contract installing telephone cables from 1987 to 2005. This job required him to travel all over the United States. As a telephone contractor, he met his wife from Athens, Texas. They have four sons and provide foster care for special needs children in their home in McLendon-Chisholm; and,

WHEREAS, Shon's focus has been on community relationships and being an excellent example for all of us of stepping up as a dedicated citizen in providing support for our rural water system; and,

WHEREAS, National Public Works Week is a celebration of the tens of thousands of men and women who provide and maintain the infrastructure that is collectively known as public works.

NOW, THEREFORE, I, KEITH SHORT, MAYOR OF McLENDON-CHISHOLM, DO HEREBY PROCLAIM THE WEEK OF MAY 21-27, PUBLIC WORKS WEEK IN THE CITY OF McLENDON-CHISHOLM. We encourage all citizens to educate themselves with the efforts involved with public works and recognize the contributions that the City of Rockwall public works officials make every day to our health, safety, comfort and quality of life. We want to thank the extraordinary contributions that Shon Bellah has made to the City of McLendon-Chisholm community for the timely service; and coordinating efforts with neighboring service providers.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of McLendon-Chisholm, Texas, to be affixed this 24TH day of May 2023



Keith Short, Mayor



**CITY COUNCIL MEETING
CITY OF MCLENDON-CHISHOLM, TEXAS
MEETING MINUTES
APRIL 19, 2023**

The City Council of the City of McLendon-Chisholm convened in Regular Session on Wednesday, April 19, 2023, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

ATTENDING:

Keith Short	Mayor
Trudy Woessner	Mayor Pro Tem
Lorna Kipphut	Council Member
Daniel Tucker	Council Member
Floyd McLendon	Council Member
Bryan McNeal	Council Member

Staff Present:

Konrad Hildebrandt	City Administrator
Shelly Green	City Secretary
Michael Halla	City Attorney
Michael Coker	City Planner
Jim Simmons	Fire Chief

1. CALL TO ORDER

Mayor Short called the meeting to order at 6:31 p.m.

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

Council Member Tucker delivered the invocation and Council Member Kipphut led the pledge of allegiance to the U.S. and Texas Flags.

3. RULES OF DECORUM

Mayor Short announced the Rules of Decorum are in place and are to be observed throughout the meeting.

Mayor Short took a moment to report the tragic news received on Saturday about former council member Scott Turnbull. He passed away on Saturday. He was an awesome guy. Please keep the family in your prayers.

4. PROCLAMATIONS

4.1. Child Abuse Prevention and Awareness Month

Patricia Mejia with the Children's Advocacy Center for Rockwall County was present to receive this proclamation.

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.

Patricia Mejia, representing the Children's Advocacy Center, thanked the Mayor and City Council members for recognition and how important this really is. As we're gathered here this evening, it's really easy to feel like child abuse doesn't exist. But the sad reality is that rage is in the background of

our lives like an unrecognized and unreal, unreported health care pandemic that impacts one in ten children. The Children's Advocacy Center is the only agency of its kind in Rockwall County and we work collaboratively with partner agencies to help reduce barriers to outcries. We help remove barriers to making sure children are not re-victimized in the process and we help strengthen the investigative and prosecutive elements of that. So, we're so thankful for proclamations like this and as you may see throughout the county, lots of supporters and other small businesses whether it's food service or retailers or even service industry, how helping to create awareness by going blue and so April is big in terms of creating awareness which ultimately leads to prevention. We're so thankful and appreciate this recognition and it's just amazing to see how much we've grown. As our population continues to increase, as Keith said, we started in 2016. We were expected to see about 12 cases per month. Our first year we served 179 unduplicated children. Last year we served 857 unduplicated children. So in a five-year span we've served close to 2,000 unduplicated children and their families in our community. So, that's why we're here. Some people think that's a really hard job and it is, it's a weighty job. It's a serious job but we're also so very blessed to witness the healing that takes place because of the services that we offer. We're thankful for our community and we thank you all for help to create awareness and prevention.

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

Misty Ventura, Phillip Huffines, and Colin Huffines made a presentation regarding the Trilogy development project.

6. CITIZEN COMMENTS

Bev Stibbens, 279 Partridge, Rockwall. On my form I actually indicated three things I wanted to talk about. The first two I will wait until it comes up in the agenda to address it. But the third was just a little thing called gratitude that I want to give to two council people who this is their last meeting and they are the bookends. Lorna and Trudy, thank you so much for the last four years that you have put in serving this city. I know it's not been easy. I know there's been good times and bad times, but y'all have stuck with us. So, thank you so much for what you have done for us.

Mike Hatcher, 175 FM 550, McLendon-Chisholm. I'm here to talk about agenda items 8.9 and 8.10. This is on our entrance to our business corridor and really the entrance for pretty much

everybody else into our great City. First of all, I want to talk about trying to unify our citizens. So much of what I've heard tonight about Trilogy, this is the, you know, I haven't seen much of it. That would have been nice to have that available online. I think there's been a lot of emotion, people getting worked up, a lot of conjecture and hyperbole. These deals aren't easy for guys like Huffines, guys like me. I am a commercial developer, but I've lived in this county for 25 years, I live on the property, I will live on the property I plan on developing. But, the vision for this city and what citizens like myself and neighboring cities, whether they live in McLendon-Chisholm or not, this is something for them as well if they are in the ETJ. The vision that we have is nice, you know it's not they don't want super packed out neighborhoods. I don't want super packed up commercial development on the corner lot with what kind of activity is going on. If you look at histories, it's not good. There's a lot of logistics involved in building one of these. So getting in a hurry and making mistakes we're going to regret, regret for long periods of time, is not something we should do. I'm up here to petition and ask the city council to reject the motions before that project. But not only to reject it, but also reject it with prejudice. Let's send that thing back down. Let's start over, it's a mess. The little drawings I gave you, just some explanations, I know they look like red lines that a marine drew on a map, no offense Mr. Mayor, but these are egress and ingress lanes that you'll see in most commercial developments. The commercial is the first page on page one, is actually the new Brookshire's development that went in at Fate. I didn't pick it because I love it. I picked it because it is the newest development and a lot of us, I see you guys at Fresh, y'all like it, I like it, and it also happens to probably going to be something very similar on this property we're talking about. These red lines that were highlighted, these are 30-foot lanes. You will not find hardly any parking along these lanes, they are for egress and ingress. These subsidiary lanes are for parking, for safety for pedestrians, safety for cross traffic, and this is standard. Go to Costco, go to Tom Thumb, go around and the developments around our community, this is what we see. This is what we want to see as citizens of McLendon-Chisholm. We want to drive through without hitting. We want to be able to back out without people clipping the back of our car. It's little things that separate what a good development is and a very bad one is. Page two is Tom Thumb. You're going to see the same thing, nice wide flowing lanes for traffic to flow through and then separate lanes for parking. You also notice at the back of these buildings you're going to see plenty of access of MEP stuff or I mean if you ever see the trucks that come and clean out these commercial grease traps is going to be 1500 gallons plus. You're not cleaning out in the back of your truck with a bucket. Like it's a big truck that comes in and clean them out. We don't want that in front of our building. We already have one in our city that smells and is not maintained. It's not a grease trap, but we all know what I'm talking about. We would not like to have another one. Three is a simple design for MOD Pizza. You'll see the reason I pulled this one up. These are Google Maps. I took none of these photos and Page 4 is hilarious. This is mine. It's a small, it's on a very similar size lot as the corner we are talking about. This is 2500 square foot on almost the same footprint. Think about that, 2500 square foot, extremely similar footprint. We're talking two or three tenths of an acre versus 13,500 – big difference. You notice the 18-wheeler reefer delivering product is going into the back. It's not blocking the fire lane. Go to page 4, this, from what I found, is the flagship for the developer that's wanting to develop this corner. You'll see big delivery truck blocking the fire lane, wheeling a vending machine across the parking lot to the other end of the site. This isn't what we want in McLendon-Chisholm. This isn't what we deserve. So, I'm asking that we just take a break, step back, start over and let's really analyze what's happening on this corner. Thank you so much for your time.

David Black, 1419 Sienna Ln., McLendon-Chisholm. As a citizen, I'll just give you that opinion later. Lovely sales pitch, I'm not sure if we were wanting to see any sales pitch. The water explanation was interesting. But, there could be more people here than you would think that don't want you to know it's possible and that they're actually honest people. They're not dishonest accusing some of us being. Just understand that there is a quality of life here and that's why the city had a comprehensive plan had it's pieces and I can see that you put Heath's and Rockwall City limits to one acre lots. The rest are not. Some of your own drawings show houses ten feet apart, give feet to the center line each direction, seven thousand square foot which is like 1/6 of an acre or something. A quarter acre is the smallest they have. So anyway, there's a lot of people who care about a community and we actually live here. We don't go somewhere else and we see traffic, we see overcrowding, we see strained infrastructure, just a real mess. But I just thought that Huffines made up some political attacks which were inappropriate. **8.3.** The annexation services agreement, it seems to have a, it ties closely to the development agreement which I haven't seen a copy that you guys have produced for us. You know these packets are hundred of pages. Since almost every paragraph in the annexation services agreement says according to the development plan or details in the development plan or any conflicts between this thing you guys you want to have in the development plan go to the development or agreement, development agreement. But the concept of a services agreement for annexation, in other words, you won't annex they will not allow you to annex unless you change your laws and your rules in the city. Isn't it usually the way it works is if you want to come and live in our city you follow our rules or is the developer telling us what we have to do for the privilege of annexing. So that's just maybe a misunderstanding on my part. All right, I'd like to ask a question but I can't. Anyway, I wouldn't want you to seek an approval of that annexation services agreement.

Adrienne Balkum, 1518 Firenza Ct., McLendon-Chisholm. I'm just going to just go down the line items through the agenda. **8.3.** Vote in Favor of approval of a written annexation services agreement with MC Trilogy Texas. These items are pretty standard for an average development agreement to address. Emergency Services, Solid Waste (Trash Services) – 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. E) Water Services, F) Roads and Streets will be provided by the Developer. Water service to the property will be provided as set forth in the Development Agreement. As in the presentation, Mr. Huffines did identify and address he is working on it and that is his responsibility. They are paying for the infrastructure. They are not getting water from Rockwall. They are not getting water from RCH. That is something that they are going to be resolving. **8.4.** Vote in Favor of annexation. MC Trilogy voluntarily wishes to annex into the City of McLendon-Chisholm. This ordinance is constitutional and meets the expectations of the development agreement. I am aware that all of the City Council and Mayor have received the 100 page document of the Development Agreement so that you can review it and know what is in it so that you may cross reference what is in your packet tonight. **8.5.** The City Council should vote in favor of approval because the zoning application does meet the zoning regulations with the approved Concept Plan, Development Agreement, and the Subdivision regulations. There is already an ordinance adjacent to the property and this is the remainder of the property. I understand there was an issue with P&Z last night. Please defer to the city attorney as well as Mike Coker to address that item. **8.6.** Voting in favor changing the ordinance from AG to PD. Please get information again from Mr. Mike Coker on what the City Council's authority is on that subject matter. As you remember last week I had a print out of the Resolution that the City

Council approved and brought it to the RCH meeting in April. There may be a flub on words with Mr. Pullen. He referred to a recent resolution by the City, but it was not the resolution that I placed on their desk. So on the agenda tonight is the draft copy of a confidentiality agreement. I want to address tonight that it is important. We need to go back to the resolution September. What's wrong with the Resolution from September? There is a timing of events. It includes reviewing the system and accounting, etc. (IV. Review Period and Right to Inspect). When you look at the item on the agenda tonight in your packet it doesn't have any of that. I have concerns about Item 7. Item 8, 11(f), 26, 23, 31. **8.11. Confidentiality Agreement – RCH.** I respectfully ask that if you do motion that there will be no second on the item. Or Motion to decline as written. Or I would suggest as a compromise for the September Resolution passed by the City Council for RCH to transfer all their assets and customers you could request for an amendment to be added there in regard for confidentiality. I would like to thank you for your service, Council Member Kipphut. As well as to Mayor Pro Tem Trudy Woessner for your service to our city.

Jody Wright, 1513 Barrolo Dr., Rockwall. I just wanted to acknowledge two of our council members tonight. I wanted to acknowledge Trudy and Lorna for voluntarily supporting this city in the incredible way that you have. To have stepped up for one term I think is remarkable for all of our council to see that need and I thank each of you for that. To return the second time I think is heroic. I think certainly some of these recent meetings, I think that's probably relevant. But it's, I think, outstanding to respond to the call to be a public servant and the two of you have done so admirably and I really want to say something specifically to Lorna. I remember when you started your election and working with Noreen at the Chisholm County Store, to do lemonades or coffee chats with Lorna, and that spirit of approachability and availability has carried you through from your citizen letters that you have sent us of just incredible updates, your Facebook posts of trying to keep us current on what's happening within the city, as well as your open hours. I felt it was outstanding to just be so accessible for all of us to come in to agree, to disagree respectfully, but to always be heard and to always be treated with the level of respect that you have given to each of us. So again, to the whole Council thank you but to Trudy and Lorna a special thank you and to Lorna just thank you for showing what great stewardship of being a city council member looks like.

John Tauss, 216 Devonport Dr., Rockwall. I've got a lot to talk about in a short amount of time. First of all, beautiful community. Just make them one acre, let's just follow the laws. We don't have any problem with development. We just ask that you do it with the rules that were set up before. I want to talk about last night, not regarding water, but briefly and somebody just mentioned this because there's been a lot of confusion on here. The service document says that we will be providing a police department. So let me read this part B – Police protection from the City of McLendon-Chisholm Police Department shall be provided to be annexed in the area level consistent with the current methods and procedures. We don't have a police department, so I don't know how we're considering this and how we're agreeing to something that we don't have. We're not prepared for it, it's a burden on the taxpayers so I urge you strongly to stop this madness now. Next, Mr. Hildebrandt was back just a couple of weeks ago talking about, and many of you may have seen this in a video, stating that the council can bring anyone into executive session if they feel that they can make a better decision on whatever that they're doing. Then he also referenced Mr. Halla as the one that he understands to establish this understanding. Completely wrong and false. When we talk about lying we need to get the facts straight and know what the rules are. This to explain in what he wanted to do was Chris Cuny which was mentioned earlier and Phillip of the

Trilogy Development. They met in this executive session behind the closed doors with you Mr. Mayor, the City Council. At the last court hearing for the lawsuit, it was revealed that Misty, their attorney for Trilogy, was also in attendance via video in a laptop that was brought in, on their laptop, the Developers. Okay, this is a TOMA violation on page 64, you can go to it, take it online, look it up in the handbook on page 64, who may attend a closed meeting. It reads, "only the members of a governmental body have a right to attend the executive session except that the government body's attorney must be present when it meets under Section 551.071. A governmental body has direction to include in executive session, any of its officers and employees." Of course, you guys are all right to be there. "Any one whose participation you deem is necessary to the matter under consideration." On the following page, it also reads "a governmental body must not admit to any executive session a person whose presence is contrary to the governmental interest protected by the provision authorizing the session." There is no, and I'm going to repeat it again, no exception in the TOMA act that allows a developer of a planned development that is under consideration to meet behind closed doors with the city council. Under the handbook penalties and remedies, Section 11C, it reads Section 551.141 provides that an action taken by a governmental body in violation of this chapter is voidable. Voidable. Before the section was adopted, Texas Courts held as a matter of common law the actions of the governmental bodies actions that are in violation of the act are subject to judicial invalidation, thus a development agreement created while violating state law should be invalidated. I urge you, I beg you guys, to stop this madness. We have no problem with developing. We need transparency. We need rules followed. We need people telling the truth and we need you guys to be advocates for us and that's what I ask as a citizen here. Thank you.

Misty Ventura, 9406 Biscayne Boulevard, Dallas, Texas 75218. Speaking again on agenda Item 8.3. The Annexation Services Agreement is in compliance with State law and we respectfully request that you approve it consistent with the anticipated approval in the ETJ development agreement that was previously approved. Agenda Item 8.4. related to the annexation, again we respectfully request that you annex the ETJ property consistent with the contemplated annexation in the ETJ development agreement. With respect to annexation and following laws, if folks that live in the ETJ want to petition for annexation into the city limits just like MC Trilogy has done, I expect this community would welcome them. With respect to zoning, we're all aware that the Planning & Zoning Commission last night tabled the zoning. I would remind the Council and the community that there is no obligation under state law to zone property at the time that it's annexed. The law allows, Chapter 43 of the Local Government Code, allows the community to annex property even if they don't yet have a recommendation from the Planning and Zoning Commission related to zoning. I would also remind the Council and the community that this project has vested rights. Those vested rights have two independent foundations. One is the ETJ development agreement that was approved in October of 2021. In a separate second independent vesting opportunity came when this Council and the P&Z considered the preliminary plat and approved. So, the project has vested rights and we respectfully request that you annex the property. Thank you.

Britta Jo, 256 Stevens Rd., Rockwall. Those who truly know me know why I'm here. I'm here because of a deep love I have for where I live. It's special. It's unlike anywhere else I've seen in the metroplex. I have nothing personally against Phillip Huffines and I am personally so excited that he came tonight and presented to all of us. Trilogy may very well look like those pictures, it might not, I don't know. But what I do believe is Huffines either didn't take the time to understand

the community he was coming into to build ahead of time and why we all chose to live out here or he knew and strategically tried to keep all of us out of the know. I have never said I'm against development. I'm all for beautiful development. But I am most importantly for responsible development and the areas where I feel Huffines and the city have been irresponsible come down to two things, infrastructure and ethics. I genuinely don't believe however beautiful this development would be that we have the infrastructure to support it. Myself and many other citizens have concerns that we have addressed many many times to this Council about the water, the wastewater, the roads and the traffic. I understand that Huffines seems to believe that he's got the water. But notice that he still left it open and you have not seen any signed agreements or promises. So what happens if all of that falls through but you've already annexed the land. I don't know but this is a question you need to be able to answer for yourself or do not vote tonight. The second is ethics. At the beginning of this presentation Huffines said that they presented this two years ago which would be around April 19, 2021. That is a lie. The first time Huffines presented this was August 24, 2021. This is the first time it was presented publicly to the City Council. Huffines said at the last meeting that they negotiated with you guys for two years to get this done, but then as Misty confirmed tonight, they signed the development on October 27, 2021. The development agreement was signed just two months later after Huffines showed up and presented to the City Council for the first time. So what was happening here? This is where the TOMA violations come in. The fact is that the citizens of Texas have a right to open and transparent government, but as John and Bob will make clear, this development agreement was made in violation of laws that govern the type of city that MC is, a city council led municipality and as such, only the city council has the authority to negotiate terms of a development agreement. But in the August 24th meeting, the city administrator admits that Huffines has been having negotiations that have been going on long before it was ever formally brought to the city council. This is a violation of state law and we are fighting it currently in court. Timeline wise, after Huffines presents August 24th there's only one public hearing on December 8th and then Trilogy disappears from the city council agendas. So, he showed up publicly in our town in August and was gone just four months later. This is what worries me and has from the beginning. If this was so great for our community, why didn't you and the city involve us in it. Why did the city then violate TOMA and not even properly notify everyone they were required to by the law. I've talked to a developer in this area who sent notifications to people in the community he wasn't even required to by law just because he cares that much about involving the community. If you truly believe this was a good deal for us, you would have done the same, but you didn't. This is a community with a vision. A vision that is not aligned with this much density. I believe all of you, including Huffines, knew that from the beginning and this is why you violated citizens' rights to open and transparent government to get the deal made behind closed doors and without public input from the start. Well, guess what, that's why we're here now. People want public input in this community and we are not letting our rights to open and transparent government protected by the State of Texas be overlooked. We are taking this to our state officials in the courts and when it is, we will find out if you actually violated state law to do this. You could have all avoided this from the beginning, but instead you broke the law. Now we're here and we're not leaving until this is done right.

Courtney Loy, 228 Devonport, Rockwall. I'm one of the community members and I'm not a mob member, I just would like to see the development that we all agreed upon, that we all gave input on, I'd like to see that be what we get through this program. But whatever's going on with this Trilogy. The community center and all that looks beautiful but I've lived in a community like that. Most of the time none of that is even used. I love the trails and I think that would definitely be

used and I think that they could maybe cut back on some of that and maybe go to larger pieces of land for the houses and then we would be able to get what's within our plan. I know the annexation is going on and I'd like to protest that and hope you take no action and that's pretty much all I have to say.

Gina Manis, 107 Chaney Pl, McLendon-Chisholm. First of all, thank you for your time and to Mr. Huffines. You know, we moved out here for "quote unquote" the rural heritage, the low density, the residential development and maintaining the country feel. Unfortunately I didn't see that on the video. It did not reflect what we are here. Now granted I know you can't stop development, that's fine, but as I explained last night, we're getting a cart before the horse because we haven't taken care of our own house first. With the respect to the water, I know that's a hot topic, I know TOMA is a hot topic, but it needs to be addressed. So you know, I was always told to be faithful with a little and then you're given much, we haven't taken responsibility and handled correctly what we do have and all of our energy and focus should not be on this right now. It should be on our water situation. RCH gets their water from Rockwall, Rockwall gets their water from North Texas Municipal Water District because they are a member city. I do not know where things stand tonight. I'm unclear on what progress has been made so far but a member city along with ten other founding members that started more than six decades ago. How many cities have they let in since then, three. Richardson in 1973, Allen in 1998 and Frisco in 2001. That's the last city, 22 years ago so you can see the concern for us thinking we're putting all of our ducks and all of our whatever you want to call it into that basket because it's very unlikely and as of right now we don't have a plan. I heard from him, after going through all the different facts about all the different water places, and I appreciate that information, there was the word possibilities and there's still options and so, as others have prescribed, there's a lot of still just unanswered questions. I know you can't build houses without water and all of that, but, still, we're in a place we're in right now with our water because we issued way too many building permits before we had the infrastructure. Let's not repeat our mistakes, let's slow down, let's get some things solved in house first and then look at the development. Now we around here, if we want a pool or walking trails, we've got it in our neighborhoods. So, none of that interests me nor the packed in houses. What would interest me and what I think would be really really great, I do think we need to get the TOMA resolved because, as the judge ruled, court rules that the City of Heath has standing to seek relief for violations of TOMA, sorry, you didn't have to say that but McLendon-Chisholm. But that relief is limited to the mechanism specified under the provisions of TOMA. Now, if all of that gets resolved and we can move forward, great. But, it kind of nullifies the agreement to begin with and we would have to go back to the starting board. But, say that wasn't you know, say everything was okay and you know there's no TOMA violations, why don't we make everybody happy. Just spread out the borders of the small lots and just give us more larger lots, fewer people because I don't have to sit at the neighborhood right here out here to get out to 550 because there's a long string of traffic because, again, we've got the cart before the horse and we haven't kept up with the infrastructure before building. So, I'm just saying, can we take a deep breath and maybe Mr. Huffines can go back to the drawing board and rework this plan. Maybe not, I'm seeing Lorna shake her head, just to expand the lot sizes, get our development. I don't like all the stuff because it looks, all the stuff, maybe Frisco, McKinney, I work in McKinney. But, yeah, we like the rural feel here. Why not give us some of that in your renderings and in the drawings and the plans might help us out a little bit. Draw some ground within this gap we have. So, thank you so much and I do ask you just to reject it and pause it for right now and revisit it once we get things a little bit more cleaned up and resolved. Thank you.

Michael Irwin, 2412 Stevens Rd. Rockwall. I live directly adjacent to this proposed structure. Now I live on five acres, have a tractor. None of this really interest me. People have said I have lots and there's a lot of emotions and stuff and so I just want to stick to some of the facts for just a moment. Financial components here I just put my businessman hat on for a moment, you know, living where I live, watching Forney grow just kind of unabated, watch the traffic grow, it always thinks, you know in my mind, just about the interest, not just was shown on the screen, right. All the infrastructure that supports it. I know water's been brought a lot, but the roads expansion, the roads we're about to expand 205, I mean the headaches that's going to be, but you know, the city now has around four to five thousand citizens is my best estimation looking online, and for proposing 1800 homes, if we assume four people per home around here, maybe bigger, so you know 7,200 people is what we're potentially looking at. So, more people in this neighborhood than currently occupy the Chisholm. So, I'm speaking today because I'm actually concerned about the city itself. Has there been a profit and loss, a p/l, performed on this development by the city? So, today for the first time, you know I'm kind of new to this too, I saw the proposed income to the city of 1.8 million and so that was in the slides today and so I'm assuming that was at the four hundred thousand dollar per average price house in 1800 and the current tax rates and I'll re-stress the current tax rates, I heard something about raising taxes last night to pay for this. So have we considered the internal rate of return on this, on this development. Is it positive, right, is 1.8 million dollars per annum on a continuing basis that fully built out, is that enough to cover the cost to the city. So I know you have to build some sort of law enforcement system which is infrastructure which may be included, but you have to pay officers over the course of a longer period of time. You know this is not just coming in building something, this is going to be here for 10-20 years. How do you burden that cost. The expansion of the fire prevention and fire rescue, how do you cover that. EMS, I think was also requested, Emergency Services. Sewage, I'm looking at your agenda, you know so fire rescue, building official, for community waste, Sheriff support, Code Compliance, Animal Control. All those things cost and they cost x amount of dollars now at a four to five thousand population, so if my calculation assumption is correct, the 7,200 more than double the size of the city. Looking at your current burn rate on an annum basis, can that in that scale, can you scale from your current rate this new rate of the new number of households, a new number of people at 1.8 million dollars per year. So I think, just as a business person here for a moment, bad business if the service cost to this new development, this new neighborhood, exceeds the tax revenue. It makes no financial sense, there is no good business case for it. Now, if I'm wrong, forgive me. I just want to make sure, I want to bring it up to the people here and to the council to be sure there has been a p/l properly done for development to ensure there's a positive, at least greater than zero, internal rate of return minimally. Is there a npv greater than zero for this development. This is basic business practice that the city should be running and it's you. We're not the federal government, thank the lord we can't run a trillion dollar deficit, right. You need to be running in the positive to pay policemen that you're proposing to employ and pay the existing fire protection services employees plus new, plus whoever else is going to be paid to run the city as it grows. You have a very small government right now, I think everybody is here in the room that runs this city. If you've more than doubled the size of one single development, how are you going to pay all these individuals to run the city. So just, I would like to make sure, I want to make sure, that you are thinking about this from a financial standpoint, not just an emotional one that's been presented here by the citizenry. Does this make financial sense? Can the city afford it at this tax rate at 1.8 million dollars granted. Will that cover all the costs to the city on a go forward basis. Thank you.

Bob Steinhagen, 304 Pheasant Hill Dr., Rockwall. The city council's violation of state law doesn't stop with the developer meeting behind closed door in that executive session. At the March 28th council meeting, Phillip Huffines stated that he and the city have been in negotiations for over two years before the development agreement was signed which is a troubling revelation. That's because McLendon-Chisholm is different than of all other cities in Rockwall County in that we are a general law type A municipality and not home rule. A home rule municipality makes its own rules or it governs itself, but the State of Texas determines how the rules of a general law type A city is governed. While the mayor of a general law type A city is technically the chief executive officer, beyond the power to appoint department heads and advisory board members, setting city council agendas which cannot prohibit council members from adding their own items to it, and presiding over council meetings where the mayor can only vote in the case of a tie, which are all established by State of Texas. The mayor's power only extends so far as powers granted by ordinance, adopted by the city council which can be found under Article 1 of the City of McLendon-Chisholm's Code of Ordinances under General Provisions. There one will find the established ordinances detailing the powers of the city attorney, city secretary, city administrator and municipal judge. But no additional powers have been adopted to give the Mayor any more power except those granted by the State. Additionally, none of the powers enumerated to the city administrator or the city attorney, in the ordinance, include the power to negotiate on behalf of the city council because only the city council has the power and authority to negotiate terms of a development agreement unless the city council authorizes or deputizes representatives to do so through a formal vote made during an open session of city council. When I was mayor, we did this. The city council authorized and deputized me and councilman Scott Turnbull, who died Friday night, to negotiate on the council's behalf with the owner/developer of 4,000 acres that we eventually ended up giving to the City of Rockwall, that authorization was done through a formal vote in the parameters of our authority was detailed in that authorization by a formal vote in an open session. The council appointed me and Scott Turnbull to represent them in a lawsuit where the council deputized us to act on their behalf within the constraints that were outlined during the open meeting. When the city negotiated with the volunteer fire department, the council formally voted for Scott Turnbull and Wayne Orchard to represent us within the guidelines established in that open council session. So for anyone to negotiate on behalf of the city council with the developers of Trilogy without the expressed vote of the city council to do so, violates the structure and purpose of this form of government which violates state law, especially if the council and developer are claiming that negotiations with the city council have been in process before the development concept was even presented in an open meeting. When exactly did the city council authorize anyone to negotiate on their behalf. Where in the written record can this authorization be found, specifically who was deputized to represent the council and what were the parameters of that authorization. Now in reference to the annexation services agreement that's under consideration for adoption tonight, let me read from Item B1 under Emergency Services "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. The services include normal patrols and responses, handling of complaints and incident reports, special units such as traffic enforcement and investigations and coordination with other public safety support agencies." So, when did the city council vote to start a police department. If you vote to approve this service agreement, you have effectively done so and done so outside of the purview of an open meeting which is another point of standing for violation of Texas state law. Additionally, item three of this

section also requires the city to provide EMS services which would make ours the only city in Rockwall County to do so. Are we no longer to be part of Rockwall County Emergency Services Corporation. Now, I have provided copies for all of you sample agreement created by Texas Municipal League and copies of service agreements from two other cities including Dripping Springs which, like McLendon-Chisholm, does not have a police department and have highlighted the Emergency Services sections of each so that you can see how out of place ours is in comparison. I thought that the council and I do believe that the council can postpone the annexation until the next month anyway, why wouldn't you want to take time to review and compare the other agreements first. The council should also postpone this agenda item until citizens are given the opportunity to exercise their rights to address this matter in a public hearing. Thank you very much.

Mayor Short closed citizens comments at 8:35 p.m.

7. CONSENT AGENDA

- 7.1. Fire Rescue – March 2023
- 7.2. Building Official Report – March 2023
- 7.3. Community Waste Disposal Report – March 2023
- 7.4. Sheriff's Report – March 2023
- 7.5. Code Compliance Report – March 2023
- 7.6. Animal Control Report – March 2023
- 7.7. Direction to City Administrator inviting proposals for select 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.

MOTION: REMOVE ITEM 7.7. FROM THE CONSENT AGENDA

MADE BY: COUNCIL MEMBER KIPPHUT
SECONDED BY: COUNCIL MEMBER TUCKER
APPROVAL: UNANIMOUS

MOTION: APPROVE ITEMS 7.1.-7.6. AS PRESENTED

MADE BY: Council Member Kipphut
SECONDED BY: Council Member McLendon
APPROVAL: Unanimous

8. ITEMS FOR CONSIDERTION ACTION

8.1. David Naylor – RCH Board President

Mayor Short explained to Mr. Naylor that he cannot do Item 8.1. the way it was put on the agenda because there was no information with it. He explained they should be able to do this under council member reports and announcements.

Mayor Short had something he wanted to get done while everybody is still here. As everybody here knows, we have two council members, as someone said “bookends”, who are going to be leaving after the election because they are not going to file to stay in those positions and we want to do something for them. We are very proud of the fact that they serve the community. I know a lot of community members were very proud of them in some of the decisions they had to make and as a token we want to show our appreciation to both of them. On behalf of the City Council and the community, tonight we have named a street after each of you.

Both Council Members were presented street signs with their names on them.

8.2. Committee Appointments

City Secretary Green introduced this item:

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.

Council Member Kipphut stated she thinks it’s a good idea to try to reach as many people as we possibly can to see if they’d be interested in being a public servant in that capacity of BOA or P&Z.

Mayor Pro Tem Woessner stated she thinks they should also reach out and say that anything we have coming up, just potentially any other committees that are coming up in the future. She suggested that we reach out to the HOAs to distribute as well.

- 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 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.

Misty Ventura spoke on behalf of the property owner MC Trilogy who is a party to the service agreement. The service agreement was provided in draft form and reviewed by the city attorney. It is in compliance with state law, specifically Chapter 43, Sub-Chapter C3 which obligates certain information to be included in the agreement. There seems to be some confusion related to the purpose of the agreement and the services. The City of McLendon-Chisholm Police Department, we all know does not exist and if it makes the community feel better to strike the City of McLendon-Chisholm Police Department, I think the agreement would still be in compliance with state law. There is nothing in the agreement that obligates the community to start a police department. It merely recites state law that you're going to provide services consistent to those similarly situated. Thank you.

MOTION: APPROVE THE ANNEXATION SERVICES AGREEMENT WITH MC TRILOGY TEXAS AS IT IS WRITTEN IN ITEM 8.3.

MADE BY: Council Member Kipphut

SECONDED BY: Mayor Pro Tem Woessner

Council Member Kipphut stated she was confused when she got the packet on Friday. She wondered why there were going to be signing an annexation services agreement when they were going to perhaps be annexing them into the City. So, she spoke to Mr. Halla and got the clarification that it is a legal requirement to do so. So, she had her concerns put to rest on that point. She thinks it would be cleaner if they perhaps take out the references to the police department and the EMS because we get our EMS services through the county.

Council Member Tucker agreed.

Council Member McNeal felt if they were going to strike some items, why not put the whole thing on hold and not do anything or take any action on it. He feels that this may seem small, there may be other things in there. He stated he is not comfortable with it right now.

Mayor Pro Tem stated she doesn't see anything wrong with it.

Council Member Kipphut stated all she was asking to correct was to strike paragraph B, sub paragraphs B1 through B3, the police mention and the EMS.

APPROVAL: 4-1 (Council Member McNeal voting No)

Mayor Short called a brief recess at 9:05 p.m. to provide time to execute the document

Council reconvened at 9:16 p.m.

- 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.

MOTION: APPROVE ORDINANCE NO. 2023-01 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 AN PPROXIMATELY 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 PROPRETY DESCRIBED IN A DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUMME 3828, PAGE 322 AS DOCUMENT NUMBER 00319510 IN THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS.

MADE BY: Council Member Kipphut
SECONDED BY: Council Member Tucker

Council Member Kipphut stated she supports annexation of County property into the City. To do otherwise would be a burden on the citizens of McLendon-Chisholm. My allegiance is to the citizens of McLendon-Chisholm. Our citizens have been supporting the county dwellers long enough. For example, Smith Road; 99% of the citizens of McLendon-Chisholm don't even know where Smith Road is, but we use our tax dollars to fix that road so that the people in Wellington can get their roads maintained. Fire – county dwellers don't pay taxes for fire service. My citizens and my city taxes pay for your fire service to keep you and your family safe

Mayor Short interrupted to advise Council Member Kipphut to not be sounding accusatory towards individuals on any of the roads.

Council Member Kipphut continued stating that Huffines wants Trilogy to be part of McLendon-Chisholm and they came to the city willingly. This is contrary to the Tellus Mann agreement that wants the city to support them without annexation. Also important to notice, we'll see further down on the agenda there's another dense community request for the area surrounding City Hall, previously known as Triple Creek. These developers are our neighbors and are not being as conciliatory or forthcoming as often as Huffines. My voice is for the citizens of McLendon-Chisholm and my actions and my decisions have always been in the best interest in McLendon-Chisholm. Self-annexation is your option. You can come and be part of our city if you wish to. So,

once again, these houses will be there whether or not they are in the City of McLendon-Chisholm. Our city, if we do not annex, will be responsible for those services. So I made the motion to approve that. Otherwise it's going to be similar and we're going to be providing support similar to what we do in Wellington, High Point Ranch, High Point Lake Estates, Poetry Ranch, Chisholm Ranch, etc. We pay for your services.

Mayor Pro Tem Woessner stated that the reason she is wanting to annex Trilogy into the City is because it will help our City with the taxes. Without that, the people that do pay taxes will end up paying similar to, like Wellington and other citizens that don't pay city taxes. We get stuck with stuff like that. So by Huffines wanting to come into our city, that just helps us and I think that's a good thing and they don't have to do that. I think that's noble. I'm all for that. They really don't have to do that so I applaud them for that and I'm going to take advantage of it. It only benefits us. So, I'm for it.

Council Member McNeal stated he just wants to be really clear – he is not against Huffines. I am not against their development, not against what they're trying to do with the Trilogy project. He wants to be very clear about that. He will also be very clear with I also don't like citizens coming up here, bashing the City Attorney, our City Manager and the Council. The reason I say that is because I believe in two-way streets. I try to do everything I can honorably. You may not agree with me and I may not agree with you and that's okay because that's democracy. So, the reason I am not okay with annexation at this time, again, I am not against development. I want to be very clear, I'm not against this Trilogy project per se. As Lorna stated that she represents the citizens, as do I. I door knocked in my neighborhood. Of the 15 doors I knocked on, not one of them was okay with this project. They were McLendon-Chisholm. I didn't knock on Heath and knocked on McLendon-Chisholm and I had very good dialect. So maybe the citizens you know, that you're representing, are okay with it. But the citizens that I know are not and that's why I follow where I am right now. But I want to be clear, I'm not against the development. I would like to see the development done where you use the term agreement many times. I understand you're a businessman and you want to make money as am I. But, I think you can still make money by not having 50-foot lots. That's just me, I'm not you. So your vision is different than mine and that's okay too, right?

APPROVAL: 4-1 (McNeal voting no)

- 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.

Tabled until May 23, 2023

- 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 an 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.

Tabled until May 23, 2023

- 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.

No Action

- 8.8. Discussion and action regarding the application of Oak National Development, LLC regarding a request to the existing 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.

No Action

- 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.

Mayor Short opened the public hearing at 9:37 p.m.

Bev Stibbens, 279 Partridge Dr. A lot of this is going to be a repeat of what you may have heard me say before or say last night at the P&Z meeting. I am very concerned about the SUP application for this property. The letter from Mr. Cameron Slown says the purpose of this SUP is to illustrate the proposed retail building and most especially the restaurant with an order ahead drive-up window. But, your staff report from Mr. Coker, the City Planner, says this 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. The SUP application from Mr. Slown does

not mention on-site consumption of alcohol and I first of all have real concerns about the discrepancies in application versus the staff report and second of all, as I have stated many times, I am very concerned about alcohol being handed through a drive-through window. I understand the drive-through window will not have a speaker box, it is for call-head orders, but no one in this community or the surrounding area is too lazy to park their car and come in and pick up their order. Alcohol coming out a drive-through window, I'm not a tea toddler by any means, but that absolutely grates on every nerve that I have. So, P&Z recommended to deny this SUP and I would ask you to uphold their decision. Thank you.

Mark Kipphut, 31 Fireside Drive. My opposition to this is very simple. Texas law has a specific prescribed pathway for a city to turn wet to allow itself to have a sale of alcohol, beer, wine, mixed drinks or liquor or whatever in restaurant situations. We've never undertaken that pathway which is a vote by the citizens of the city itself. There is a provision through Texas alcohol to bypass that and go to a special use permit but I think that bypasses the spirit and intent of allowing citizens to have a vote on what they want to see consumed within our city and they can make that to like declaration can be wine and beer, it could be alcohol. I agree with Bev's comment, you know handing it through a window it just gets even further down the road. So, I'm opposed at all until we allow the citizens to do so. There's a right way and a wrong way to do things and if we do it through the SUP who knows where that goes. If we do it the right way it takes a little more time but it's not that hard to do an election and then let the citizens decide what they want to do. Thank you.

Matt Atkins on behalf of the applicant. Address is 825 Water Creeks, Suite M 300, Allen, Texas 75013. With regards to this application, it was our understanding through the application process that the SUP could cover alcohol sales in the restaurant. The applicant is perfectly willing to say it is for on-site consumption and does not intend to have any alcohol for it to go or sales to leave the premises. Additionally we would respectfully request that the council approve the SUP with the pickup window and pickup lane as shown on the site plan. But if not, we would ask that you allow us to return if you're going to hold the P&Z recommendation and deny the application and we request that you would do that such that we can bring it back as quickly as possible to remedy any solution, any issues, that we have. Thank you.

Mayor Short closed the public hearing at 9:42 p.m.

- 8.10 Discussion and 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 the intersection of FM 550 and State Highway 205, McLendon-Chisholm, Texas 75032.

MOTION: DENY THE SPECIAL USE PERMIT FOR A RESTAURANT TO BE LOCATED ON THE 1.5 ACRES AT 205 AND 550.

MADE BY:	Council Member Tucker
SECONDED BY:	Council Member Woessner
APPROVAL:	AYES: Council Member Tucker
	Council Member Woessner
	NOES: Council Member Kipphut

**Council Member McLendon
Council Member McNeal**

MOTION FAILED

**MOTION: DENY THE REQUEST FOR A SPECIAL USE PERMIT FOR A
RESTAURANT WITH DRIVE-THROUGH DRIVE-UP WINDOW AND
SALE OF ALCOHOL FOR ON-PREMISE CONSUMPTION**

**MADE BY: Council Member Kipphut
SECONDED BY: Council Member Tucker**

Council Member McNeal stated his issue is they keep coming back with the same issues.

**APPROVAL: AYES: Council Member Kipphut
Council Member Tucker
Council Member Woessner
Council Member McNeal**

NOES: Council Member McLendon

MOTION CARRIED

8.11. Confidentiality Agreement – RCH

City Administrator Hildebrandt presented this item:

The City of McLendon-Chisholm for the past six 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 amendable 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 to protect and safeguard the integrity and operations of the RCH water system.

**MOTION: GO INTO A CONFIDENTIALITY AGREEMENT WITH RCH ON THE
WATER TRANSFER**

**MADE BY: Council Member Kipphut
SECONDED BY: Council Member Woessner**

Council Member

Woessner asked that the water attorney take a look at what we have gotten made up. She stated she does have a problem with the confidentiality and who we do have doing the work for us. She does not believe they need to have Ray Smith looking at the financial. She believes they need to have an auditor looking at it, not an accountant because he's just going to do the check and balances of it. She does believe they need to have an auditor that can actually do the auditing of it. She also believes that the first part that Mr. Halla had drawn up has dates and things that are important and holds them accountable. She believes that is very important.

Council Member Kipphut withdrew her motion.

Direction was provided to Staff to do further coordination with the city water attorney on the issues and bring the confidentiality agreement back to Council at the next council meeting.

- 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.

City Planner Coker explained that the Planning & Zoning Commission considered this application last evening. His report follows:

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.

The staff recommendation was approval subject to 15 conditions that are required by our subdivision regulations or our fire code.

The Commission disapproved it subject to compliance with the 15 conditions. What that means is, under State law they have an unlimited amount of time to fix all the problems, which is what he recommended they do and to bring it back and the Planning & Zoning Commission then will consider it when it's been redone and it complies with the 15 items.

MOTION: RECOMMEND DISAPPROVAL AS DEFINED BY PLANNING AND ZONING AT THEIR MEETING ON APRIL 18TH.

MADE BY: Council Member Kipphut

SECONDED BY: Council Member Tucker

APPROVAL: Unanimous

9. UPDATES, DISCUSSION AND DIRECTION TO STAFF

- Fix the confidentiality agreement and bring back
- Bring back 7.7.

10. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

10.1. Mayor Short – None

10.2. Mayor Pro Tem Woessner – None

10.3. Council Member Kipphut – None

10.4. Council Member Tucker – Expressed his appreciation for former City Council Member Scott Turnbull.

10.5. Council Member McLendon – None

10.6. Council Member McNeal – None

10. ADJOURN

There being no further business to discuss, Mayor Short adjourned the meeting at 10:15 p.m.

APPROVED:

Mayor Keith Short

ATTEST:

Rochelle Green, City Secretary

1/6/2022

Memorandum

To: Konrad Hildebrandt
City Administrator
City of McLendon Chisholm

From: Dub Douphrate

Re: Summary of Infiltration Inflow Study prepared by RJN Group

The Infiltration / Inflow study of the Sonoma Verde wastewater collection system prepared by the RJN Group was completed in February of 2023. The field work involved installing 4 temporary meters to monitor the flow during dry and wet conditions to determine if in fact the system was experiencing infiltration / inflow issues during primarily wet conditions. The meters were recording flows from October 15 through November 14th. We were fortunate to capture rain events for October 16th, 24-25th, 28-29th, November 4th, 7th, and the 11th, with a significant response for the October 28-29th event.

The results provided indicate during the wet conditions there were peak flows that confirmed the inflow was occurring. The meter readings were logged daily which indicated the influx during the recorded rain days.

The next step of the study was to isolate the collection area(s) experiencing the increase in flows by performing smoke testing within the neighborhood allowing the field crew to visually see where the leaks were occurring.

The primary leaks within the system have shown, by visual observations of the smoke discharge that 71 (out of roughly 700 existing homes) have defective sewer cleanouts which all were determined to be located within the private residential lots. Many of the clean out caps appeared to be broken possibly due to a lawn mower or removed over time.

As part of the report and for the City's records, we have pictures and a detailed list of all the defective cleanouts identified.

Estimates of repair cost for each cleanout replacement ranges from \$450 -\$3,500. Since these repairs are located within the residential lots and not within the street public easements we believe that repairing the cleanouts should be the responsibility of the homeowner and / or homebuilder not the City of McLendon Chisholm.

We suggest a memorandum be mailed to all the property owners with defective cleanouts notifying each of the I/I problems encountered due to the defective cleanouts, also providing a construction detail of the new cleanout installation , a listing of suggested plumbers within the area, and a reasonable time frame to repair the defective cleanout.

www.douphrate.com

It is important that these defective cleanouts be repaired because when we have a inflow surge in the system it affects / increases the billing rates the City has to pay on a monthly basis.

I have included exhibits from the report and listed below for review.

Exhibit 1 Location of temporary flowmeters.

Exhibit 2 Location of defective cleanouts.

Exhibit 3 Listing of all residential properties with a defective cleanout.

Exhibit 4-7 Random pictures included of some of the defective residential cleanout with visual smoke discharging.

Exhibit 8 Listing of estimated cost for each cleanout repair.

Thanks
Dub Douphrate

City of McLendon-Chisholm, TX
Sonoma Verde Flow Monitoring and Smoke Testing
Study
Smoke Test Report



Segment	Address	Defect(s)	Smoke Intensity	I/I (gpd)	Segment Length (LF)
EOL:MH_0011	Via Toscana Ln	EOL:MH_0011	-	0	0
EOL:MH_0019	1802 Bellagio Ln	Lateral	Low	356	257
	1810 Bellagio Ln	Cleanout, Defective	-	0	
EOL:MH_0023	1754 Amalfi Dr	Cleanout, Defective	Low	356	311
	1748 Amalfi Dr	Cleanout, Defective	Low	712	
	1733 Amalfi Dr	Cleanout, Defective	Low	178	
	1736 Amalfi Dr	Cleanout, Defective	Low	535	
EOL:MH_0090	1454 Corvara Dr	Cleanout, Defective	Medium	356	481
	1449 Corvara Dr	Cleanout, Defective	Low	1,068	
	1460 Corvara Dr	Cleanout Defective, Public	Low	235	
EOL:MH_0102	1632 Ripasso Way	Cleanout, Missing/Broken Cap	Medium	19	175
	1632 Ripasso Way	Cleanout, Missing/Broken Cap	Medium	19	
EOL:MH_0106	1484 Corvara Dr	Cleanout, Missing/Broken Cap	Low	356	437
	1473 Corvara Dr	Cleanout, Missing/Broken Cap	Medium	535	
EOL:MH_0116	1730 Bertino Way	Cleanout, Missing/Broken Cap	Low	19	422
EOL:MH_0117	Bertino Way	EOL:MH_0117	-	0	0
EOL:MH_0123	1808 Radda Dr	Cleanout, Defective	Medium	535	265
	1812 Radda Dr	Cleanout, Defective	Low	356	
	1801 Radda Dr	Lateral	Low	3,205	
EOL:MH_0140	Moscatel Ln	EOL:MH_0140	-	0	202
EOL:MH_0141	Frediano Ln	EOL:MH_0141	-	0	87
EOL1:MH_0110	Prato Ave	EOL1:MH_0110	-	0	380
EOL2:MH_0110	Siena Ln	EOL2:MH_0110	-	0	282
MH_0012:MH_0080	Via Toscana Ln	MH_0012:MH_0080	-	0	403
MH_0013:MH_0014	Arezzo Ln	MH_0013:MH_0014	-	0	335
MH_0013:MH_0077	1303 Arezzo Ln	Cleanout, Defective	Low	712	94
MH_0014:MH_0011	Via Toscana Ln	MH_0014:MH_0011	-	0	0
MH_0015:MH_0087	Bertino Wy	MH_0015:MH_0087	-	0	361
MH_0016:MH_0088	Barrolo D	MH_0016:MH_0088	-	0	307
MH_0017:MH_0073	1660 Veneto Dr	Cleanout, Missing/Broken Cap	Low	356	393
	1672 Veneto Dr	Cleanout, Defective	Low	535	
MH_0018:MH_0119	Amalfi Dr	MH_0018:MH_0119	-	0	290
MH_0019:MH_0119	1702 Budino Dr	Cleanout, Defective	Low	356	288
MH_0020:MH_0123	Recioto Dr	MH_0020:MH_0123	-	0	277

Segment	Address	Defect(s)	Smoke Intensity	I/I (gpd)	Segment Length (LF)
MH_0021:MH_0020	1842 Bellagio Ln	Cleanout, Defective	Low	178	493
	1829 Bellagio Ln	Cleanout, Defective	Low	356	
	1837 Bellagio Ln	Cleanout, Defective	Low	535	
MH_0022:MH_0018	1714 Cima Ln	Cleanout, Defective	Low	178	322
MH_0023:MH_0118	1771 Amalfi D	Cleanout, Defective	Low	712	312
	1760 Amalfi Dr	Cleanout, Defective	Low	712	
MH_0024:MH_0023	Amalfi Dr	MH_0024:MH_0023	-	0	496
MH_0025:MH_0122	Tuscany Dr	MH_0025:MH_0122	-	0	127
MH_0026:MH_0027	1813 Tuscany Dr	Cleanout, Defective	Low	712	288
MH_0027:MH_0028	Bertino Way	MH_0027:MH_0028	-	0	293
MH_0028:MH_0121	San Donato Ln	MH_0028:MH_0121	-	0	378
MH_0029A:MH_0045	1533 Via Toscana Ln	New Manhole	-	0	450
	1539 Via Toscana Ln	Cleanout, Missing/Broken Cap	Low	535	
MH_0030:Lift station	Siena Ln	MH_0030:Lift station	-	0	0
MH_0030:MH_0105	Via Toscana Ln	MH_0030:MH_0105	-	0	298
MH_0031:MH_0089	1407 Siena Ln	Cleanout, Defective	Medium	891	675
MH_0032:MH_0031	Siena Ct	MH_0032:MH_0031	-	0	134
MH_0033:MH_0111	1182 Lucca Ct	Cleanout, Missing/Broken Cap	Medium	712	290
	1194 Lucca Ct	Cleanout, Defective	Low	356	
MH_0034:MH_0033	1212 Lucca Ct	Cleanout, Missing/Broken Cap	Low	356	360
	1213 Lucca Ct	Cleanout, Missing/Broken Cap	Medium	356	
	1219 Lucca Ct	Cleanout, Defective	Low	712	
MH_0035:MH_0112	Livorno Dr	MH_0035:MH_0112	-	0	303
MH_0036:MH_0093	Livorno Dr	MH_0036:MH_0093	-	0	373
MH_0037:MH_0076	1601 Firenze Ct	Cleanout, Missing/Broken Cap	Low	712	366
MH_0038:MH_0015	1613 Barrolo Ct	Cleanout, Defective	Low	1,068	254
	1601 Barrolo Ct	Cleanout, Defective	Low	712	
MH_0039:MH_0076	Firenze Ct	MH_0039:MH_0076	-	0	414
MH_0040:MH_0116	1525 Veneto Dr	Cleanout, Missing/Broken Cap	Low	712	471
MH_0041:MH_0087	Pisa Ct	MH_0041:MH_0087	-	0	205
MH_0042:MH_0088	1524 Barrolo Dr	Cleanout, Defective	Low	178	639
	1542 Barrolo Dr	Cleanout, Defective	Medium	712	
MH_0043:MH_0119	1619 Amalfi Ct	Cleanout, Defective	Medium	535	235
	1601 Amalfi Ct	Cleanout, Defective	Low	356	
	1619 Amalfi Ct	Cleanout, Defective	-	0	
MH_0045:Lift station	Via Toscana Ln	MH_0045:Lift station	-	0	0
MH_0073:MH_0116	Veneto Dr	MH_0073:MH_0116	-	0	539
MH_0074:MH_0137	Veneto Dr	MH_0074:MH_0137	-	0	207
MH_0075:MH_0144	San Donato Ln	MH_0075:MH_0144	-	0	453
MH_0076:MH_0015	Bertino Wy	MH_0076:MH_0015	-	0	290
MH_0077:MH_0078	Via Toscana Ln	MH_0077:MH_0078	-	0	309
MH_0078:MH_0012	Via Toscana Ln	MH_0078:MH_0012	-	0	400

Segment	Address	Defect(s)	Smoke Intensity	I/I (gpd)	Segment Length (LF)
MH_0087:MH_0011	Bertino Dr	MH_0087:MH_0011	-	0	294
MH_0088:MH_0014	Via Toscana Ln	MH_0088:MH_0014	-	0	400
MH_0089:MH_0016	1419 Barrolo Dr	Cleanout, Missing/Broken Cap	Low	19	294
	1419 Barrolo Dr	Cleanout, Defective	Medium	535	
MH_0090:MH_0016	1401 Carrara Dr	Cleanout, Defective	Medium	712	400
	1425 Carrara Dr	Cleanout, Defective	Medium	712	
	1400 Carrara Dr	Cleanout, Missing/Broken Cap	Low	356	
MH_0091:MH_0013	Livorno Dr	MH_0091:MH_0013	-	0	363
MH_0092:MH_0091	1309 Livorno Dr	Cleanout, Defective	Low	356	441
	1300 Livorno Dr	Cleanout Defective, Public	Low	2,137	
MH_0093:MH_0092	Livorno Dr	MH_0093:MH_0092	-	0	498
MH_0094:MH_0077	1315 Arezzo Ln	Cleanout, Defective	Low	1,068	529
MH_0095:MH_0094	1351 Arezzo Ln	Cleanout, Defective	Medium	712	476
	1324 Arezzo Ln	Cleanout, Missing/Broken Cap	Medium	1,781	
MH_0096:MH_0095	Arezzo Ln	MH_0096:MH_0095	-	0	488
MH_0097:MH_0096	Arezzo Ln	MH_0097:MH_0096	-	0	576
MH_0098:MH_0097	Arezzo Ln	MH_0098:MH_0097	-	0	508
MH_0098:MH_0099	Ripasso Way	MH_0098:MH_0099	-	0	500
MH_0099:MH_0100	Ripasso Way	MH_0099:MH_0100	-	0	477
MH_0100:Lift Station	Siena Ln	MH_0100:Lift Station	-	0	177
MH_0100:MH_0101	Ripasso Way	MH_0100:MH_0101	-	0	108
MH_0102:MH_0101	Ripasso Way	MH_0102:MH_0101	-	0	375
MH_0103:MH_0088	1437 Via Toscana Ln	Cleanout, Defective	Low	356	501
MH_0104:MH_0103	1467 Via Toscana Ln	Cleanout, Defective	Low	712	526
	1461 Via Toscana Ln	Cleanout, Defective	Low	535	
	1460 Via Toscana Ln	Cleanout, Defective	Low	712	
MH_0105:MH_0104	Via Toscana Ln	MH_0105:MH_0104	-	0	462
MH_0106:MH_0107	1519 Carrara Dr	Sanitary Mainline	Medium	10,684	599
	1500 Carrara Dr	Cleanout, Missing/Broken Cap	Low	356	
MH_0107:MH_0102	Ripasso Way	MH_0107:MH_0102	-	0	175
MH_0108:MH_0101	Siena Ln	MH_0108:MH_0101	-	0	259
MH_0109:MH_0108	1520 Siena Ln	Cleanout, Defective	Low	178	330
MH_0110:MH_0109	1490 Siena Ln	Cleanout, Missing/Broken Cap	Low	356	287
MH_0111:MH_0109	Lucca Ct	MH_0111:MH_0109	-	0	385
MH_0112:MH_0113	Livorno Dr	MH_0112:MH_0113	-	0	93
MH_0113:MH_0114	1186 Livorno Dr	Cleanout, Defective	Low	356	87
MH_0114:MH_0115	Livorno Dr	MH_0114:MH_0115	-	0	251
MH_0115:MH_0108	Livorno Dr	MH_0115:MH_0108	-	0	331
MH_0116:MH_0076	Bertino Way	MH_0116:MH_0076	-	0	290
MH_0117:MH_0027	1820 Bertino Way	Cleanout, Missing/Broken Cap	Medium	19	498
	1821 Bertino Way	Cleanout, Defective	Low	356	

Segment	Address	Defect(s)	Smoke Intensity	I/I (gpd)	Segment Length (LF)
MH_0118:MH_0026	1808 Amalfi Dr	Cleanout, Defective	Low	535	296
	1807 Amalfi Dr	Cleanout, Defective	Low	178	
MH_0119:MH_0017	Amafli Dr	MH_0119:MH_0017	-	0	290
	Amafli Dr	MH_0119:MH_0017	-	0	
MH_0120:MH_0029	1609 San Donato Ln	Cleanout, Missing/Broken Cap	Low	356	398
MH_0121:MH_0120	1633 San Donato Ln	Cleanout, Defective	Low	356	398
MH_0122:MH_0026	1835 Tuscany Dr	Cleanout, Defective	Low	356	332
MH_0123:MH_0025	Recioto Dr	MH_0123:MH_0025	-	0	281
MH_0124:MH_0122	1717 Pienzeze Dr	Cleanout, Defective	Low	356	494
MH_0137:MH_0017	Veneto Dr	MH_0137:MH_0017	-	0	338
MH_0138:MH_0074	Moscatel Ln	MH_0138:MH_0074	-	0	352
MH_0139:MH_0138	Moscatel Ln	MH_0139:MH_0138	-	0	133
MH_0140:MH_0139	Moscatel Ln	MH_0140:MH_0139	-	0	219
MH_0141:MH_0142	Frediano Ln	MH_0141:MH_0142	-	0	404
MH_0142:MH_0143	Frediano Ln	MH_0142:MH_0143	-	0	497
MH_0143:MH_0075	Frediano Ln	MH_0143:MH_0075	-	0	479
MH_0144:MH_0028	1712 San Donato Ln	Cleanout, Defective	Low	712	508
	1709 San Donato Ln	Cleanout, Defective	Low	356	

Report Summary

Total I/I: 49,304 GPD

Total Segment Length: 33,818 LF

Smoke Observation Summary

1213 Lucca Ct

Smoke Observation:
Cleanout, Missing/Broken Cap

Comments:



Smoke Observation:
Cleanout, Missing/Broken Cap

Comments:

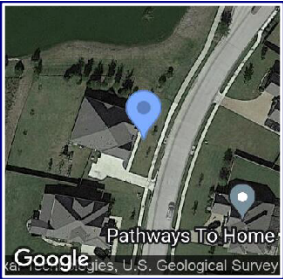


Smoke Observation Summary

1303 Arezzo Ln

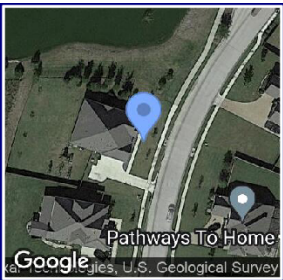
**Smoke Observation:
Cleanout, Defective**

Comments:



**Smoke Observation:
Cleanout, Defective**

Comments:



City of McLendon-Chisholm, TX
Sonoma Verde Flow Monitoring and Smoke Testing Study
Recommended I/I Removal



Segment	Address	Defect(s)	Repair	I/I (gpd)	Repair Cost	Repair Cost Per GPD (\$/gpd)
EOL:MH_0019	1802 Bellagio Ln	Lateral Defect(s)	Repair Lateral	356	\$3,300	9.27
EOL:MH_0023	1733 Amalfi Dr	Cleanout	Repair Cleanout	178	\$440	2.47
EOL:MH_0023	1736 Amalfi Dr	Cleanout	Repair Cleanout	535	\$440	0.82
EOL:MH_0023	1748 Amalfi Dr	Cleanout	Repair Cleanout	712	\$440	0.62
EOL:MH_0023	1754 Amalfi Dr	Cleanout	Repair Cleanout	356	\$440	1.24
EOL:MH_0090	1449 Corrara Dr	Cleanout	Repair Cleanout	1,068	\$440	0.41
EOL:MH_0090	1454 Corrara Dr	Cleanout	Repair Cleanout	356	\$440	1.24
EOL:MH_0090	1460 Corrara Dr	Cleanout	Repair Cleanout	235	\$440	1.87
EOL:MH_0102	1632 Ripasso Way	Cleanout: Missing Cap	Replace Cleanout Cap	19	\$100	5.21
EOL:MH_0102	1632 Ripasso Way	Cleanout: Missing Cap	Replace Cleanout Cap	19	\$100	5.21
EOL:MH_0106	1473 Corrara Dr	Cleanout: Missing Cap	Replace Cleanout Cap	535	\$100	0.19
EOL:MH_0106	1484 Corrara Dr	Cleanout: Missing Cap	Replace Cleanout Cap	356	\$100	0.28
EOL:MH_0116	1730 Bertino Way	Cleanout: Missing Cap	Replace Cleanout Cap	19	\$100	5.21
EOL:MH_0123	1801 Radda Dr	Lateral Defect(s)	Repair Lateral	3,205	\$3,300	1.03
EOL:MH_0123	1808 Radda Dr	Cleanout	Repair Cleanout	535	\$440	0.82
EOL:MH_0123	1812 Radda Dr	Cleanout	Repair Cleanout	356	\$440	1.24
MH_0013:MH_0077	1303 Arezzo Ln	Cleanout	Repair Cleanout	712	\$440	0.62
MH_0017:MH_0073	1660 Veneto Dr	Cleanout: Missing Cap	Replace Cleanout Cap	356	\$100	0.28
MH_0017:MH_0073	1672 Veneto Dr	Cleanout	Repair Cleanout	535	\$440	0.82
MH_0019:MH_0119	1702 Budino Dr	Cleanout	Repair Cleanout	356	\$440	1.24
MH_0021:MH_0020	1829 Bellagio Ln	Cleanout	Repair Cleanout	356	\$440	1.24
MH_0021:MH_0020	1837 Bellagio Ln	Cleanout	Repair Cleanout	535	\$440	0.82
MH_0021:MH_0020	1842 Bellagio Ln	Cleanout	Repair Cleanout	178	\$440	2.47
MH_0022:MH_0018	1714 Cima Ln	Cleanout	Repair Cleanout	178	\$440	2.47
MH_0023:MH_0118	1760 Amalfi Dr	Cleanout	Repair Cleanout	712	\$440	0.62

Segment	Address	Defect(s)	Repair	I/I (gpd)	Repair Cost	Repair Cost Per GPD (\$/gpd)
MH_0023:MH_0118	1771 Amalfi D	Cleanout	Repair Cleanout	712	\$440	0.62
MH_0026:MH_0027	1813 Tuscany Dr	Cleanout	Repair Cleanout	712	\$440	0.62
MH_0029A:MH_0045	1539 Via Toscana Ln	Cleanout: Missing Cap	Replace Cleanout Cap	535	\$100	0.19
MH_0031:MH_0089	1407 Siena Ln	Cleanout	Repair Cleanout	891	\$440	0.49
MH_0033:MH_0111	1182 Lucca Ct	Cleanout: Missing Cap	Replace Cleanout Cap	712	\$100	0.14
MH_0033:MH_0111	1194 Lucca Ct	Cleanout	Repair Cleanout	356	\$440	1.24
MH_0034:MH_0033	1212 Lucca Ct	Cleanout: Missing Cap	Replace Cleanout Cap	356	\$100	0.28
MH_0034:MH_0033	1213 Lucca Ct	Cleanout: Missing Cap	Replace Cleanout Cap	356	\$100	0.28
MH_0034:MH_0033	1219 Lucca Ct	Cleanout	Repair Cleanout	712	\$440	0.62
MH_0037:MH_0076	1601 Firenze Ct	Cleanout: Missing Cap	Replace Cleanout Cap	712	\$100	0.14
MH_0038:MH_0015	1601 Barrolo Ct	Cleanout	Repair Cleanout	712	\$440	0.62
MH_0038:MH_0015	1613 Barrolo Ct	Cleanout	Repair Cleanout	1,068	\$440	0.41
MH_0040:MH_0116	1525 Veneto Dr	Cleanout: Missing Cap	Replace Cleanout Cap	712	\$100	0.14
MH_0042:MH_0088	1524 Barrolo Dr	Cleanout	Repair Cleanout	178	\$440	2.47
MH_0042:MH_0088	1542 Barrolo Dr	Cleanout	Repair Cleanout	712	\$440	0.62
MH_0043:MH_0119	1601 Amalfi Ct	Cleanout	Repair Cleanout	356	\$440	1.24
MH_0043:MH_0119	1619 Amalfi Ct	Cleanout	Repair Cleanout	535	\$440	0.82
MH_0089:MH_0016	1419 Barrolo Dr	Cleanout	Repair Cleanout	535	\$440	0.82
MH_0089:MH_0016	1419 Barrolo Dr	Cleanout: Missing Cap	Replace Cleanout Cap	19	\$100	5.21
MH_0090:MH_0016	1400 Carrara Dr	Cleanout: Missing Cap	Replace Cleanout Cap	356	\$100	0.28
MH_0090:MH_0016	1401 Carrara Dr	Cleanout	Repair Cleanout	712	\$440	0.62
MH_0090:MH_0016	1425 Carrara Dr	Cleanout	Repair Cleanout	712	\$440	0.62
MH_0092:MH_0091	1300 Livorno Dr	Cleanout	Repair Cleanout	2,137	\$440	0.21
MH_0092:MH_0091	1309 Livorno Dr	Cleanout	Repair Cleanout	356	\$440	1.24
MH_0094:MH_0077	1315 Arezzo Ln	Cleanout	Repair Cleanout	1,068	\$440	0.41
MH_0095:MH_0094	1324 Arezzo Ln	Cleanout: Missing Cap	Replace Cleanout Cap	1,781	\$100	0.06
MH_0095:MH_0094	1351 Arezzo Ln	Cleanout	Repair Cleanout	712	\$440	0.62
MH_0103:MH_0088	1437 Via Toscana Ln	Cleanout	Repair Cleanout	356	\$440	1.24
MH_0104:MH_0103	1460 Via Toscana Ln	Cleanout	Repair Cleanout	712	\$440	0.62
MH_0104:MH_0103	1461 Via Toscana Ln	Cleanout	Repair Cleanout	535	\$440	0.82

Segment	Address	Defect(s)	Repair	I/I (gpd)	Repair Cost	Repair Cost Per GPD (\$/gpd)
MH_0104:MH_0103	1467 Via Toscana Ln	Cleanout	Repair Cleanout	712	\$440	0.62
MH_0106:MH_0107	1500 Corrara Dr	Cleanout: Missing Cap	Replace Cleanout Cap	356	\$100	0.28
MH_0106:MH_0107	1519 Corrara Dr	Mainline Defect(s)	Further Inspection - Dye Test and CCTV Main	10,684	\$0	0.00
MH_0109:MH_0108	1520 Siena Ln	Cleanout	Repair Cleanout	178	\$440	2.47
MH_0110:MH_0109	1490 Siena Ln	Cleanout: Missing Cap	Replace Cleanout Cap	356	\$100	0.28
MH_0113:MH_0114	1186 Livorno Dr	Cleanout	Repair Cleanout	356	\$440	1.24
MH_0117:MH_0027	1820 Bertino Way	Cleanout: Missing Cap	Replace Cleanout Cap	19	\$100	5.21
MH_0117:MH_0027	1821 Bertino Way	Cleanout	Repair Cleanout	356	\$440	1.24
MH_0118:MH_0026	1807 Amalfi Dr	Cleanout	Repair Cleanout	178	\$440	2.47
MH_0118:MH_0026	1808 Amalfi Dr	Cleanout	Repair Cleanout	535	\$440	0.82
MH_0120:MH_0029	1609 San Donato Ln	Cleanout: Missing Cap	Replace Cleanout Cap	356	\$100	0.28
MH_0121:MH_0120	1633 San Donato Ln	Cleanout	Repair Cleanout	356	\$440	1.24
MH_0122:MH_0026	1835 Tuscany Dr	Cleanout	Repair Cleanout	356	\$440	1.24
MH_0124:MH_0122	1717 Pienzeze Dr	Cleanout	Repair Cleanout	356	\$440	1.24
MH_0144:MH_0028	1709 San Donato Ln	Cleanout	Repair Cleanout	356	\$440	1.24
MH_0144:MH_0028	1712 San Donato Ln	Cleanout	Repair Cleanout	712	\$440	0.62

Group Summary

Total I/I: 49,304 gpd

Total Cost: \$30,060



City of McLendon-Chisholm
Staff Report

Date: May 24, 2023

Agenda Item: Review Action and Presentation - Heroes Day proposed activities and potential alcohol sales

Fiscal Impact: None

Background: Ms. Sarah Naylor, City of MC Special Events Chair will be presenting our next city-wide event – Heroes Day 2023 and some of the fun plans for this event. Also, she will be asking the city council to approve by motion, the sale of alcoholic beverages at this event.

Action: Motion to approve/disapprove sale of alcoholic beverages during the Heroes Day Event.



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.

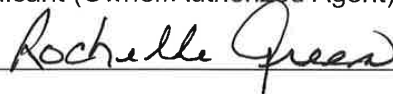
I hereby certify that I am the owner, or duly authorized agent of the owner, for the purpose of this application. All information submitted herein is true and correct and the application fee of \$ N/A to cover the cost of this application, and an initial deposit of \$ N/A for consulting fees has been 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE N 88°15'00" W a distance of 102.49'to a point for corner;
THENCE N 87°05'36" W a distance of 499.42'to a point for corner;
THENCE N 88°20'23" W a distance of 365.10'to a point for corner;
THENCE N 45°00'00" W a distance of 1596.73'to a point for corner;
THENCE N 45°00'00" E a distance of 1050.00'to a point for corner;
THENCE N 45°00'00" W a distance of 150.87'to a point for corner;
THENCE N 48°33'57" E a distance of 83.82'to a point for corner;
THENCE N 08°18'57" E a distance of 54.00'to a point for corner;
THENCE N 43°11'03" W a distance of 104.00'to a point for corner;
THENCE N 12°41'03" W a distance of 111.00'to a point for corner;
THENCE N 39°33'57" E a distance of 93.00'to a point for corner;
THENCE S 89°11'03" E a distance of 140.00'to a point for corner;
THENCE N 33°48'57" E a distance of 108.00'to a point for corner;
THENCE N 81°48'57" E a distance of 98.00'to a point for corner;
THENCE N 13°18'57" E a distance of 143.00'to a point for corner;
THENCE N 61°11'03" W a distance of 57.00'to a point for corner;
THENCE N 44°56'03" W a distance of 123.00'to a point for corner;
THENCE N 08°56'03" W a distance of 57.00'to a point for corner;
THENCE N 86°18'57" E a distance of 129.00'to a point for corner;
THENCE N 40°03'57" E a distance of 128.00'to a point for corner;
THENCE N 57°03'57" E a distance of 110.00'to a point for corner;
THENCE N 69°48'57" E a distance of 81.15'to a point for corner;
THENCE N 41°14'57" W a distance of 2018.90'to a point for corner;
THENCE N 40°35'51" W A DISTANCE OF 1575.68' TO THE POINT OF BEGINNING, CONTAINING
19,245,590.6 SQUARE FEET, OR 441.818 ACRES OF LAND MORE OR LESS.

ETJ TRACT 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

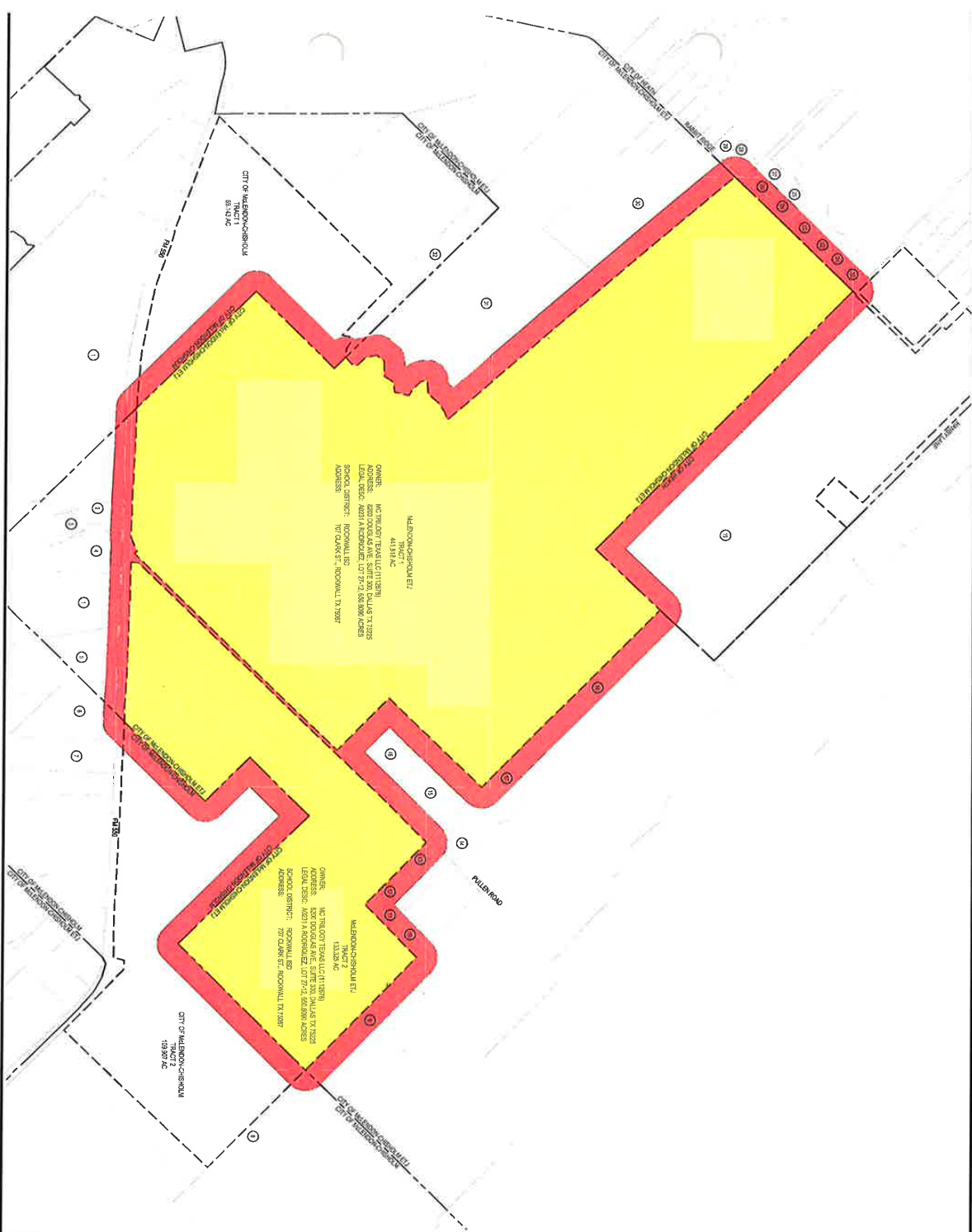
THENCE N 44°43'11" E a distance of 901.86' to a point for corner;

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

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

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





- LEGEND**
- TRACTS WITHIN CITY OF MALETOWN-CHISHOLM ET AL
 - AREA WITHIN 200' OF TRILGY PROPERTY
 - ADJACENT PROPERTY WITHIN 200' OF THE TRILGY PROPERTY



TRILGY
 ADJACENT PROPERTIES

TRILGY
 TRILGY TRUST LLC
 6025 DOUGLAS AVE, SUITE 200
 PULASKY, TN 37325
 248.461.2827
 TRILGY TRUST LLC
 6025 DOUGLAS AVE, SUITE 200
 PULASKY, TN 37325

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

TRILGY
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.



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 April 19, 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 24th DAY OF MAY, 2023.**

CITY OF MCLENDON-CHISHOLM, TEXAS

Name: _____
Title: Mayor_____

ATTEST:

Name: _____
Title: City Secretary_____
Date: _____

Exhibit A
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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE N 87°05'36" W a distance of 499.42'to a point for corner;
THENCE N 88°20'23" W a distance of 365.10'to a point for corner;
THENCE N 45°00'00" W a distance of 1596.73'to a point for corner;
THENCE N 45°00'00" E a distance of 1050.00'to a point for corner;
THENCE N 45°00'00" W a distance of 150.87'to a point for corner;
THENCE N 48°33'57" E a distance of 83.82'to a point for corner;
THENCE N 08°18'57" E a distance of 54.00'to a point for corner;
THENCE N 43°11'03" W a distance of 104.00'to a point for corner;
THENCE N 12°41'03" W a distance of 111.00'to a point for corner;
THENCE N 39°33'57" E a distance of 93.00'to a point for corner;
THENCE S 89°11'03" E a distance of 140.00'to a point for corner;
THENCE N 33°48'57" E a distance of 108.00'to a point for corner;
THENCE N 81°48'57" E a distance of 98.00'to a point for corner;
THENCE N 13°18'57" E a distance of 143.00'to a point for corner;
THENCE N 61°11'03" W a distance of 57.00'to a point for corner;
THENCE N 44°56'03" W a distance of 123.00'to a point for corner;
THENCE N 08°56'03" W a distance of 57.00'to a point for corner;
THENCE N 86°18'57" E a distance of 129.00'to a point for corner;
THENCE N 40°03'57" E a distance of 128.00'to a point for corner;
THENCE N 57°03'57" E a distance of 110.00'to a point for corner;
THENCE N 69°48'57" E a distance of 81.15'to a point for corner;
THENCE N 41°14'57" W a distance of 2018.90'to a point for corner;
THENCE N 40°35'51" W A DISTANCE OF 1575.68' TO THE POINT OF BEGINNING,
CONTAINING 19,245,590.6 SQUARE FEET, OR 441.818 ACRES OF LAND MORE OR LESS.

ETJ TRACT 2

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

ALSO BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED TO HODGES RANCH PARTNERS, LTD., AS RECORDED IN VOLUME 3828 AT PAGE 322 ALSO KNOWN AS DOCUMENT NUMBER 00319510 ON DECEMBER 4TH 2004 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS, AND BEING SUBJECT TO A MEMORANDUM OF INTEREST WITH REGARD TO OWNERSHIP OF REAL PROPERTY RECORDED UNDER COUNTY CLERKS FILE NUMBER 20160000014831 OF THE OFFICIAL PUBLIC RECORDS OF ROCKWALL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B
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.

2. Governing Regulations.

- a. Development of the Property shall be governed solely by the following regulations (collectively, the "Governing Regulations"): (i) 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.

- a. The Concept Plan attached as Exhibit C satisfies the requirements 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.

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 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

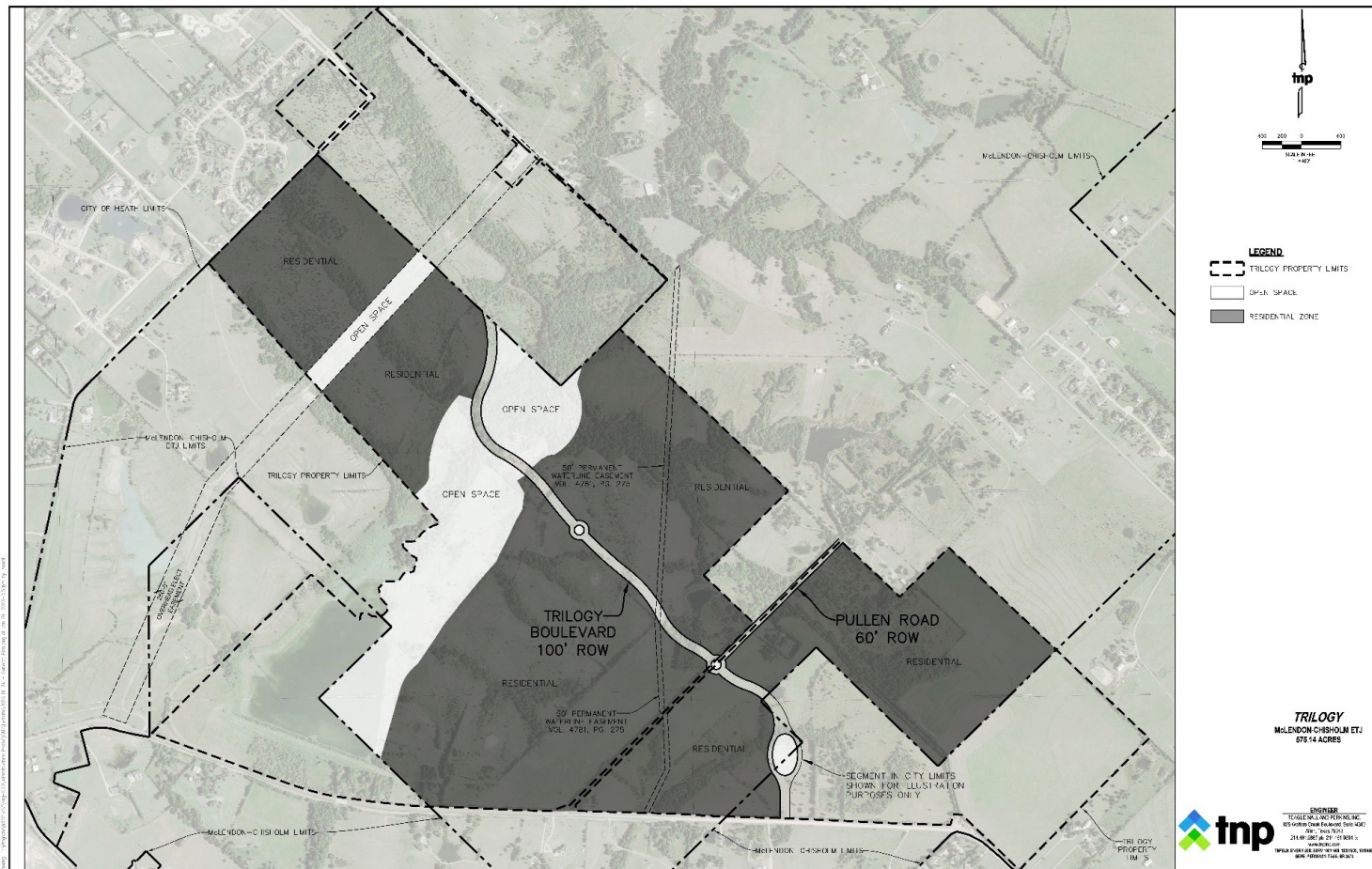


Exhibit D
Development Regulations

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 of the City in effect on the Effective Date of the Development Agreement 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 of the City in effect on the Effective Date of the Development Agreement are permitted by right without conditions.
 - B. All uses permitted by SUP in the NC Neighborhood Commercial District pursuant to the Zoning Ordinance of the City in effect on the Effective Date of the Development Agreement 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.
Germander, 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'

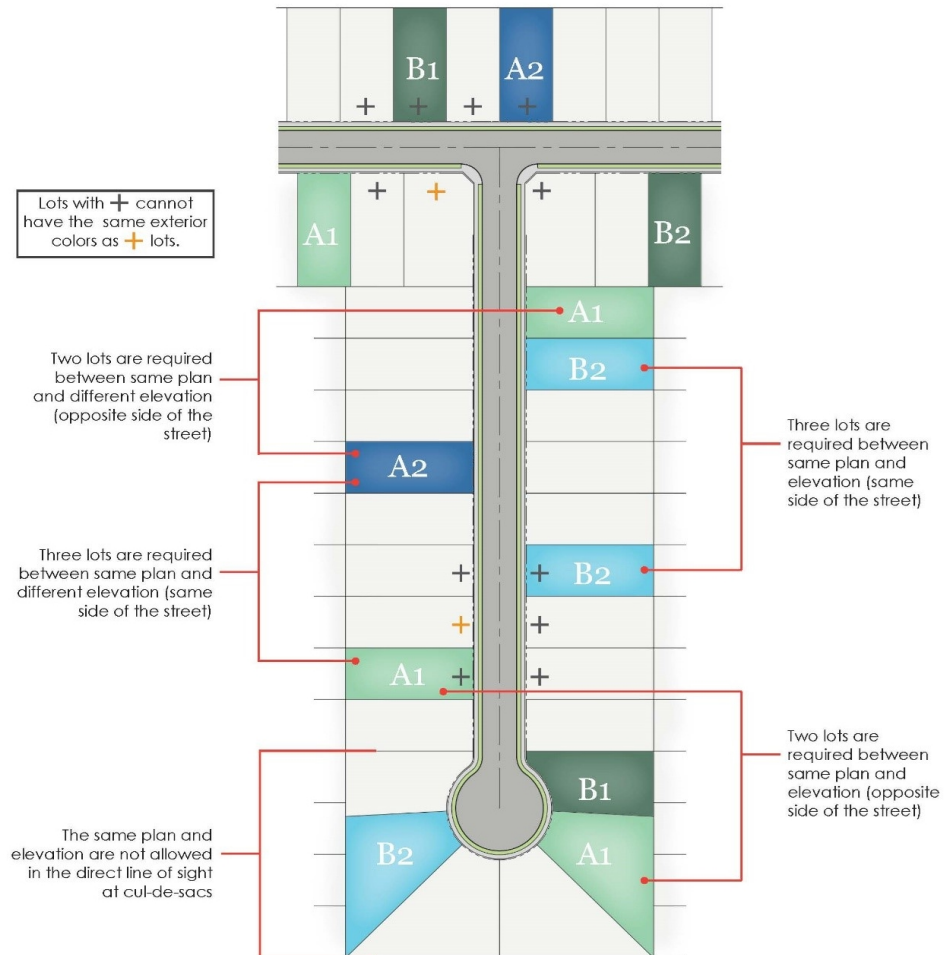
Spiraea, Goldflame	Spiraea x bumalda 'goldflame'
Spiraea, Little Princess	Spiraea x bumalda 'Little Princess'
Spiraea, Shirobana	Spiraea japonica 'Shirobana'
Sumac, Aromatic	Rhus aromatica
Sumac, Evergreen	Rhus virens
Sumac, Smooth	Rhus glabra
Turk's Cap	Malvaviscus drummondii
Viburnum, Cranberry Bush	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 -

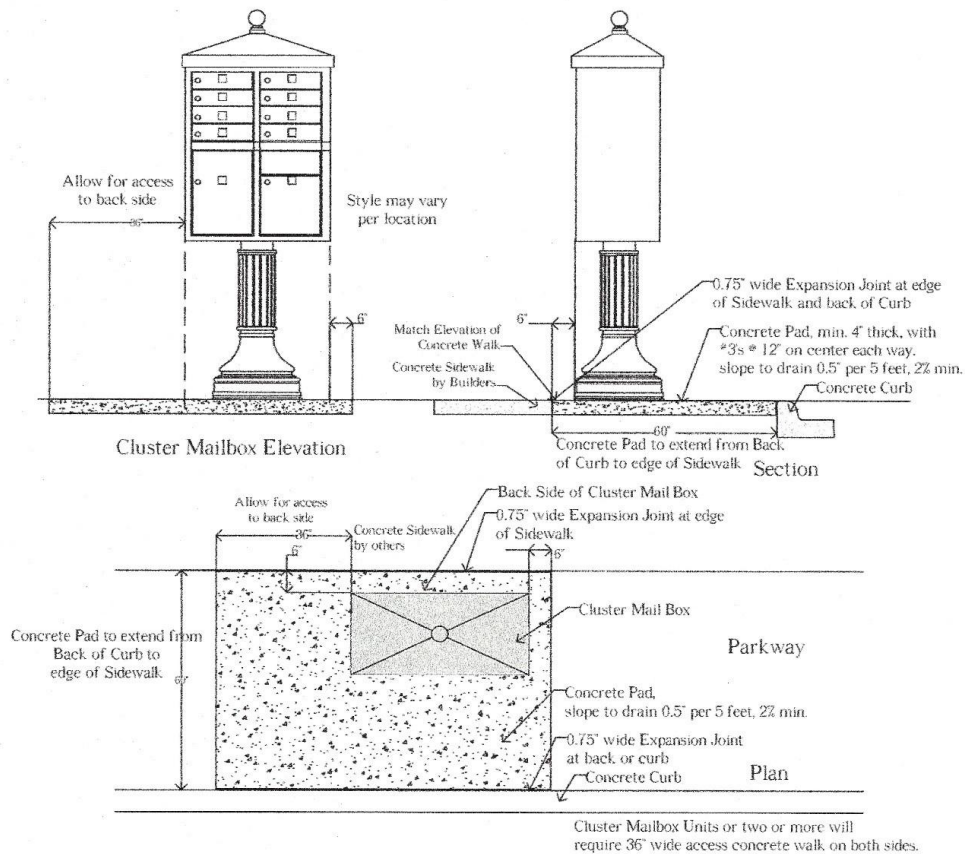
- Same plan, same elevation must have 2 complete lots in between.
- Same plan, different elevation must have 2 complete lot in between.

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

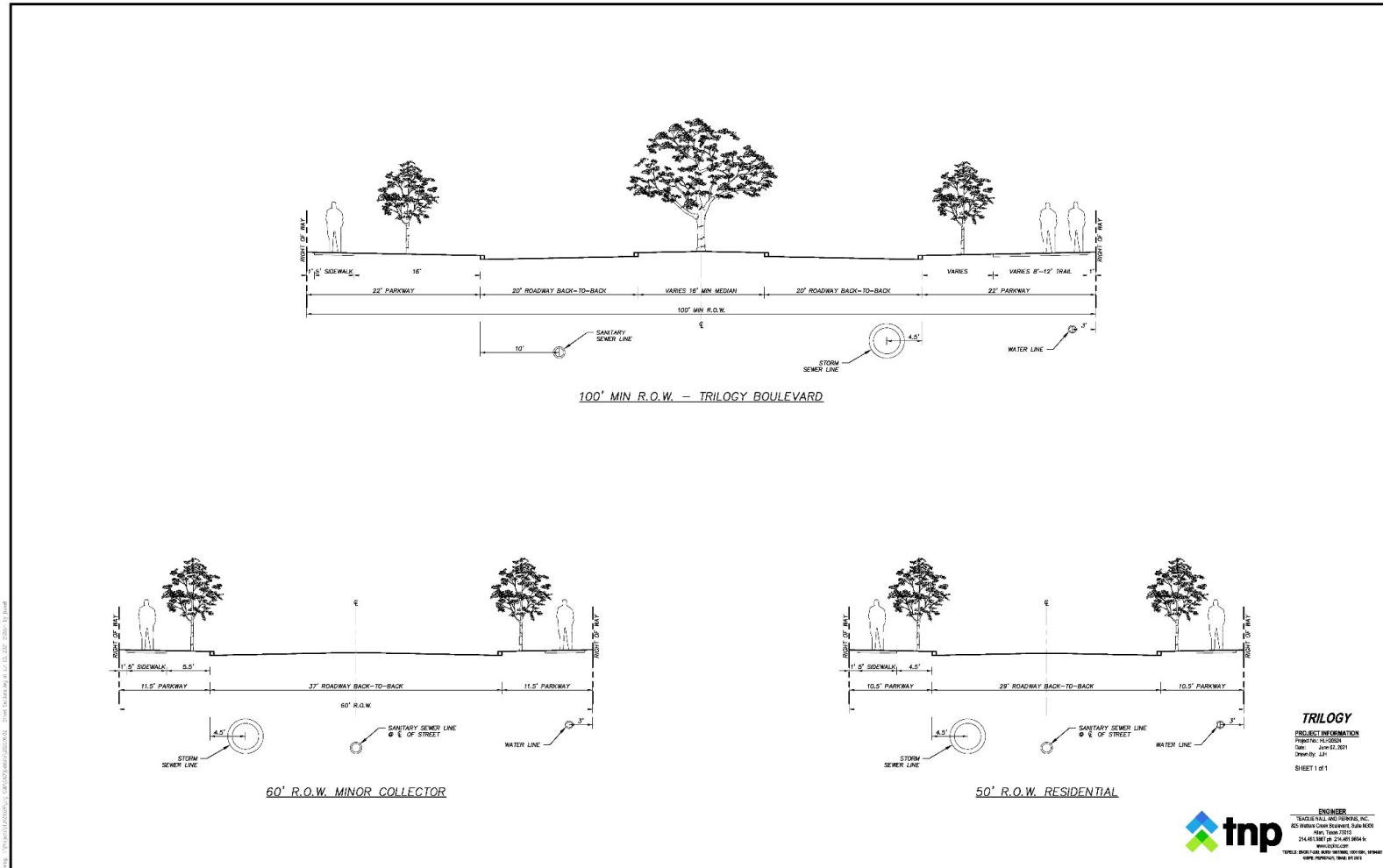


Exhibit J
Architectural Guidelines

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.

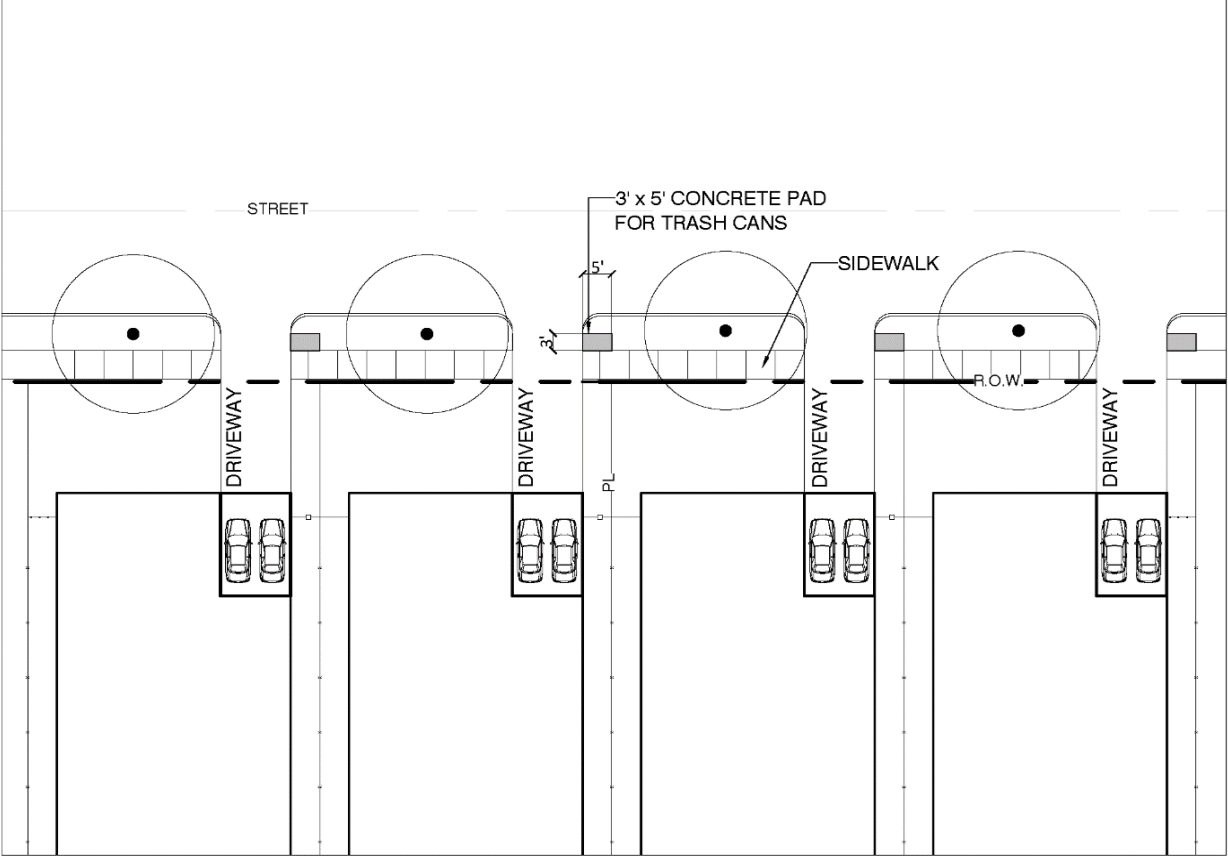
- iii. All pitched roofs of residential buildings shall have a minimum pitch of 6:12. Roofs covering porches, bay windows, box windows and other architectural elements are excluded from this requirement. The City Administrator may approve a roof that does not meet these requirements based on a finding 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



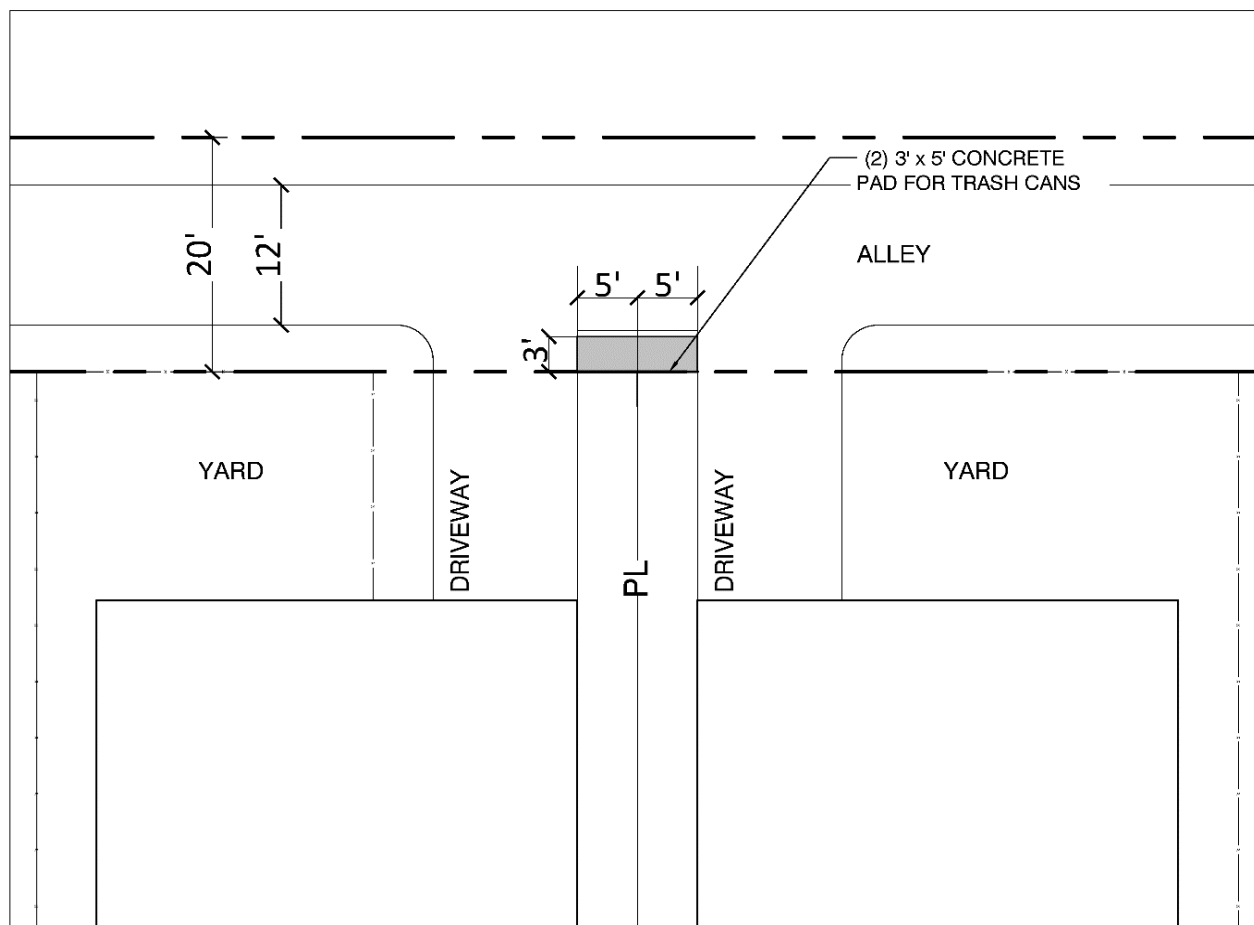


Exhibit L
Address Plaques

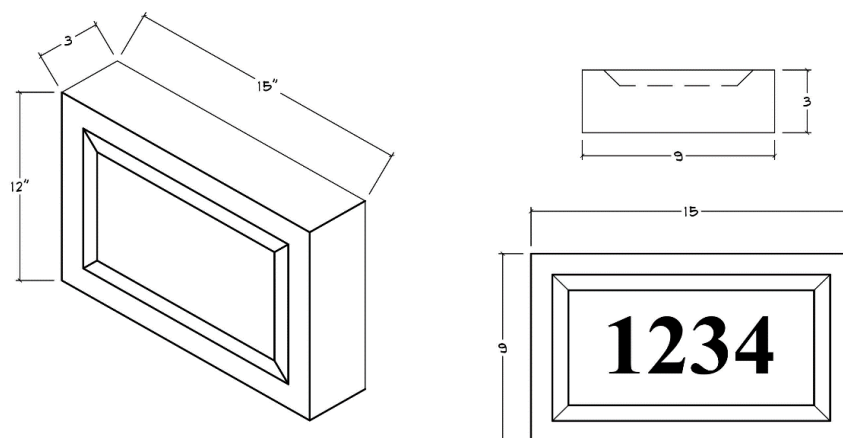
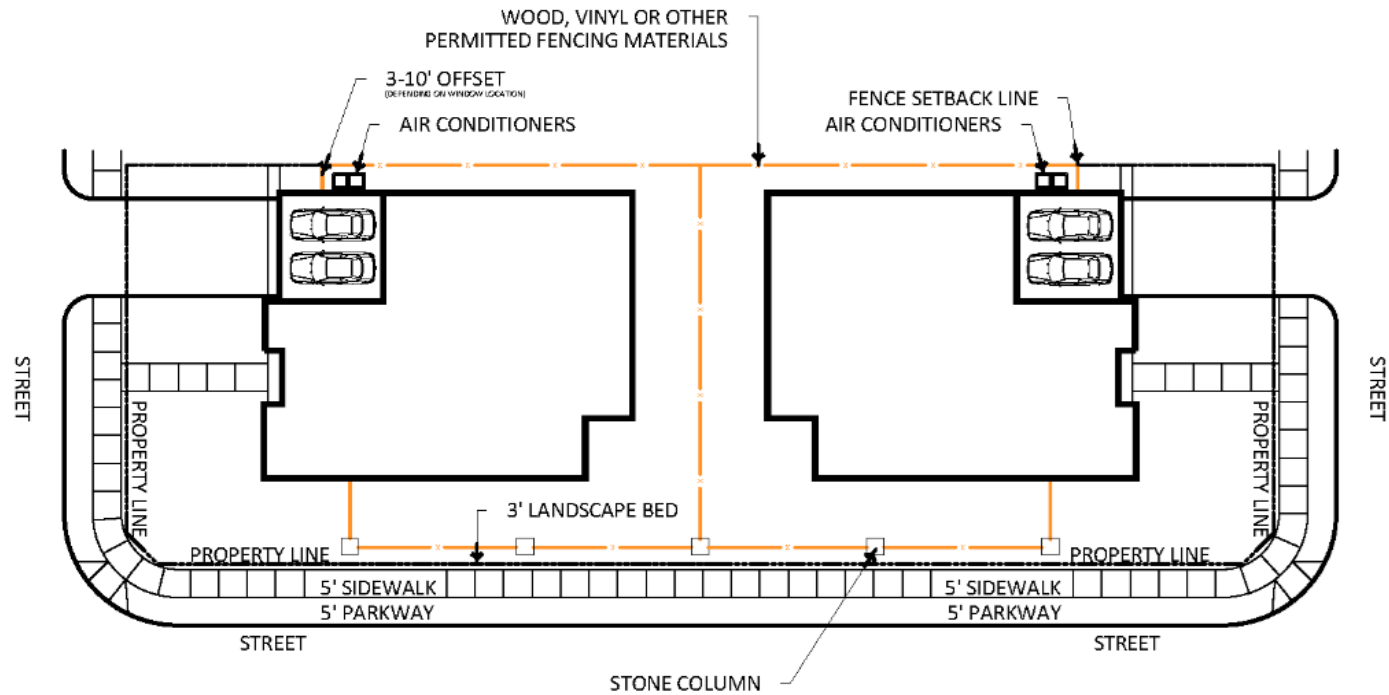
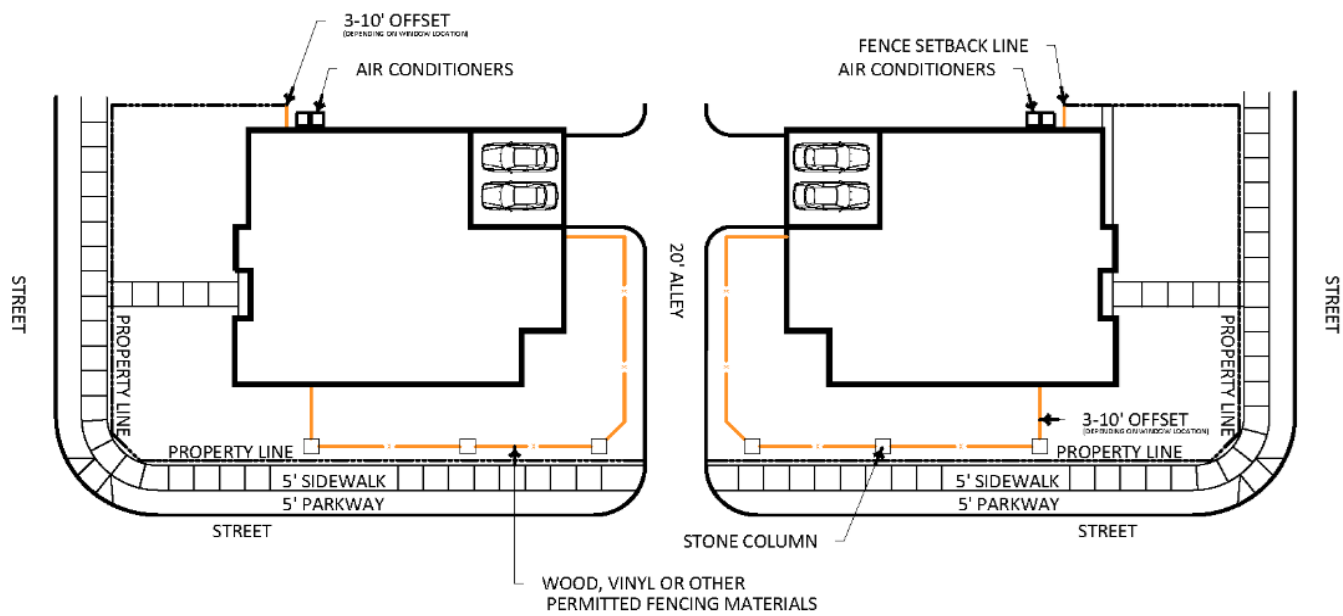


Exhibit M
Fence Design for Single Family Detached





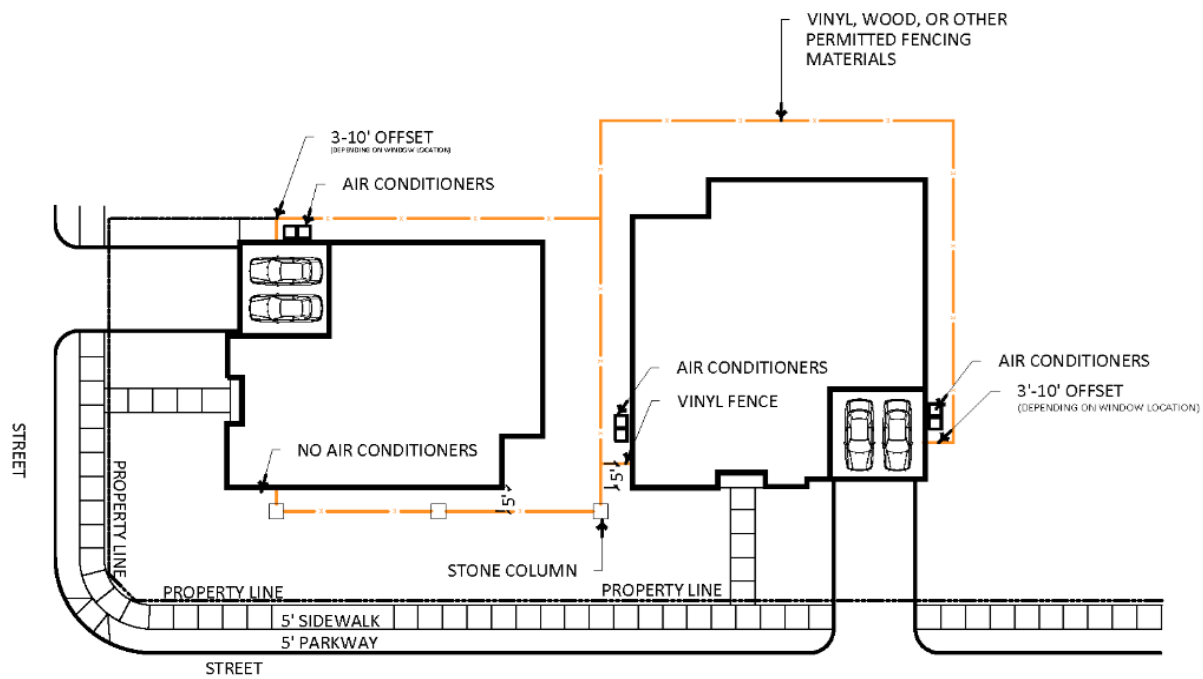


Exhibit N
Realtor and Builder Sign Specifications

TRILOGY



Exhibit O
Sidewalks

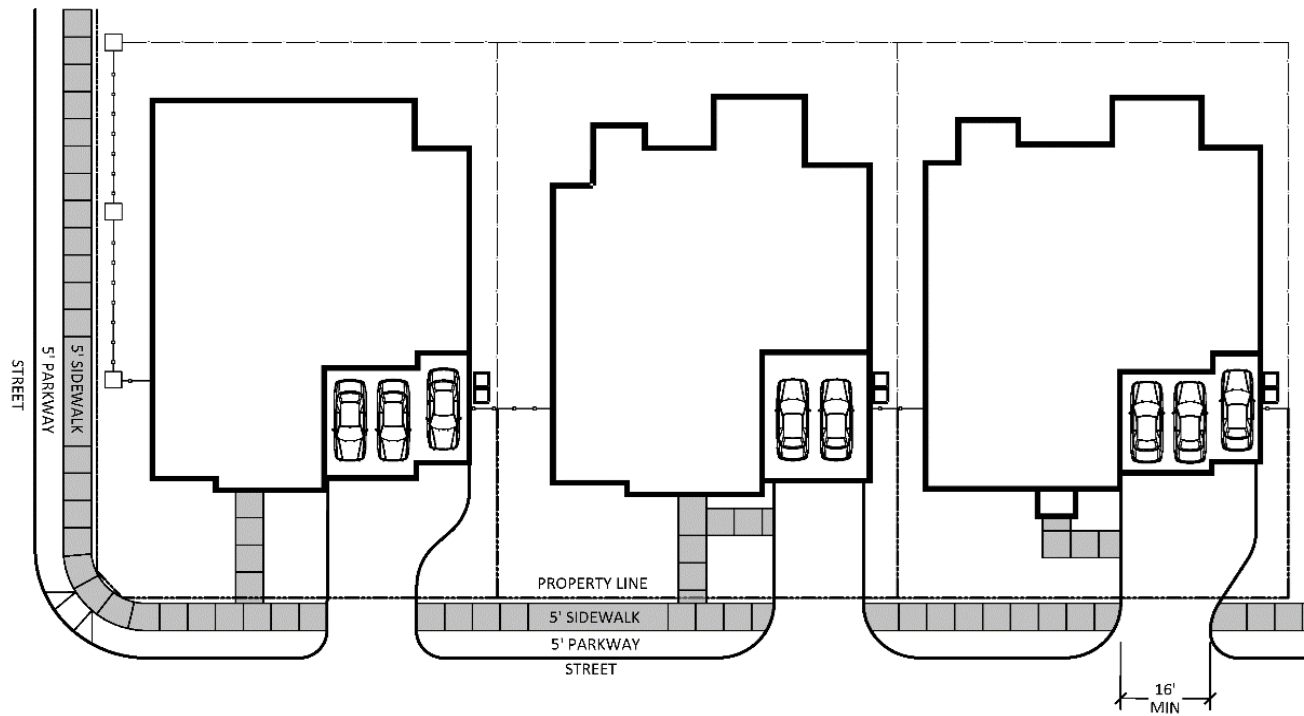
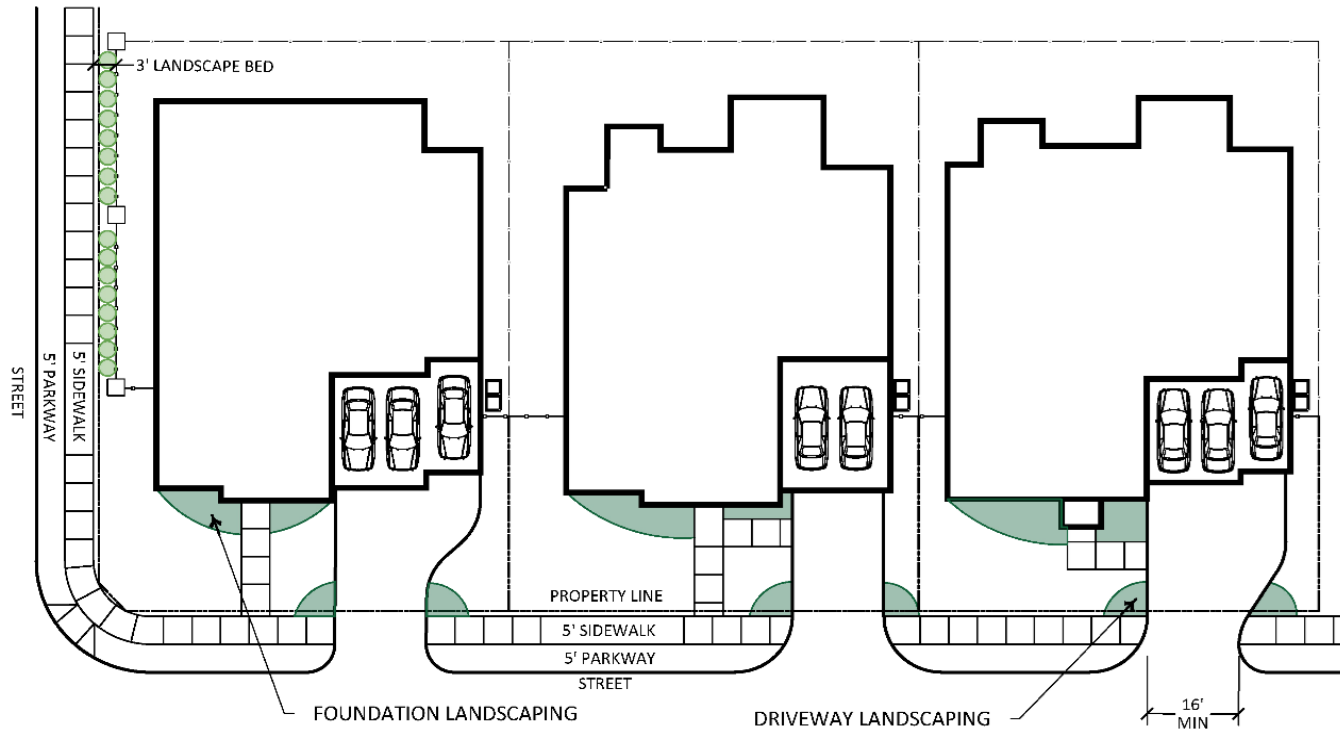


Exhibit P
Shrub Planting Locations



RESOLUTION NO. 2023-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, APPROVING THE TERMS AND CONDITIONS IN GENERAL OF A WATER SYSTEM ASSET TRANSFER AGREEMENT FROM RCH WATER SUPPLY CORPORATION AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE TERMS BENEFICIAL TO THE CITY FOR SAID AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, RCH Water Supply Corporation (“RCH”) is a retail public utility and currently provides water service under Certificate of Convenience and Necessity No. 10087 (“CCN No. 10087”) to certain areas within Rockwall County, Texas, including McLendon-Chisholm; and

WHEREAS, RCH’s customers are located in the city limits and extraterritorial jurisdiction of the City of McLendon-Chisholm, Texas (“McLendon-Chisholm”); and

WHEREAS, RCH obtains treated water from Rockwall pursuant to a Wholesale Water Contract, (the original contract, as amended, being hereinafter collectively referred to as the “Wholesale Contract”); and

WHEREAS, RCH no longer has any administrative employee, officer or agent to carry out its day-to-day operations and business affairs, including, but not limited to: repair and maintenance of its system, water meter reading, or water billing, and this has negatively impacted its ability to provide water service to the area and customers currently served by RCH; and

WHEREAS, McLendon-Chisholm desires the right to provide water service to the city limits and extraterritorial jurisdiction of McLendon-Chisholm (“Transfer Area”, which boundaries are attached as Exhibit “A”, and incorporated herein for all purposes); and

WHEREAS, until McLendon-Chisholm is ready, willing and able to design and construct facilities to extend and connect McLendon-Chisholm’s water system to RCH’s water system, McLendon-Chisholm will need to transport treated water from the North Texas Municipal Water District; and

WHEREAS, before the transfer of the RCH water system to McLendon-Chisholm may occur, the board members of RCH must vote to approve the transfer asset agreement and the Public Utility Commission of Texas (“PUC”) must approve the transfer of the system and customers to McLendon-Chisholm; and

WHEREAS, McLendon-Chisholm and RCH desire to define the expectations and responsibilities of both McLendon-Chisholm and RCH related to: (i) the acquisition by McLendon-Chisholm of the RCH water system and customers; and (ii) the division of the RCH water system; and

WHEREAS, the City Council for the City of McLendon-Chisholm believes this asset transfer agreement (“Agreement”, attached hereto as Exhibit “B”, and incorporated herein for all purposes by reference) is in the best interests of the citizens of the City and the extraterritorial jurisdiction of the City who are customers of RCH and approves the Agreement and authorizes the Mayor to execute said Agreement; and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council finds that the acquisition by McLendon-Chisholm of the RCH water system and customers and the Agreement will accomplish a public purpose and is in the best interest of McLendon-Chisholm and its citizens; and

WHEREAS, RCH, in accordance with this Agreement desires to convey Assets, as hereafter defined, to McLendon-Chisholm, and McLendon-Chisholm desires to acquire the Assets and assume the Liabilities (as hereafter defined in the Agreement) of RCH; and

WHEREAS, McLendon-Chisholm is capable of providing continuous and adequate service to consumers under applicable codes and regulations without unreasonable or unduly burdensome financial impact on McLendon-Chisholm or McLendon-Chisholm’s current and future customers; and

WHEREAS, RCH and McLendon-Chisholm acknowledge that, upon the Closing (herein defined), the customers of RCH will become the customers of McLendon-Chisholm; and

WHEREAS, RCH and McLendon-Chisholm acknowledge their intention to fully comply with the provisions of Chapter 13 of the Texas Water Code, as applicable, and the corresponding Texas Public Utility Commission (“PUC”) regulations concerning the subject matter of this Agreement.

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

SECTION 1. The City Council approves in general and adopts the attached Exhibit “B”, and further authorizes the Mayor to execute same and City Administrator to continue to negotiate terms of the attached Agreement for the betterment of the City and its citizens.

SECTION 2. The Recitals to this Resolution are incorporated herein by reference as if fully recited.

SECTION 3. This resolution shall become effective immediately from and after its passage, and it is accordingly so resolved.

SECTION 4. The City Council hereby approves the acquisition by McLendon-Chisholm of the RCH water system and customers, and authorizes the City Administrator to: (i) execute and file with the PUC a Sale, Transfer or Merger Application relating to the acquisition and transfer of the RCH water system and customers to McLendon-Chisholm; and (ii) take all other actions and execute all other documents necessary or requested to complete the acquisition and transfer of the RCH water system and customers to McLendon-Chisholm including, but not limited to, an Interim Management Agreement and Water System Asset Transfer Agreement with RCH and any other petition which may be filed as authorized by Chapter 13 of the Texas Water Code.

DULY PASSED by the City Council of the City of McLendon-Chisholm, Texas, on the 24th day of May 2023.

ATTEST:

APPROVED:

Rochelle Green, City Secretary

Keith Short, Mayor

EXHIBIT “B”

WATER SYSTEM ASSET TRANSFER AGREEMENT

THIS WATER SYSTEM ASSET TRANSFER AGREEMENT (“Agreement”) is made and entered into by and between **RCH WATER SUPPLY CORPORATION**, a Texas non-profit water supply corporation (“RCH”), and **THE CITY OF MCLENDON-CHISHOLM**, a home rule municipality in the State of Texas (“McLendon-Chisholm”).

RECITALS:

A. RCH is a retail public utility and currently provides water service under Certificate of Convenience and Necessity No. 10087 (“CCN No. 10087”) to certain areas within Rockwall County, Texas, including McLendon-Chisholm;

B. RCH was incorporated in 1961 for the purposes of providing a reliable and safe source of drinking water to the rural community in Rockwall County;

C. Originally funded by loans from the Farmers Home Administration, RCH developed a water supply system that currently serves ___ customers, and operates and maintains that system as required by the Texas Commission on Environmental Quality (“TCEQ”) and the Public Utility Commission of Texas (“PUC”), fulfilling RCH’s original purpose;

D. Rockwall County is currently experiencing substantial growth and development, including in McLendon-Chisholm and RCH’s water service area, and this growth and development requires urban-type services, including water and wastewater services;

E. RCH and McLendon-Chisholm agree that having a single water and wastewater provider is in the best interest of the growing community, and that cities, like McLendon-Chisholm, are in a better position to meet the water and wastewater needs of the community;

F. On _____, RCH held an election of its members in accordance with the requirements of Texas Business Organizations Code Chapter 22 and Texas Water Code Chapter 67, and the members, by majority vote, approved the transfer of RCH’s Assets to McLendon-Chisholm and the dissolution of RCH;

G. RCH, in accordance with this Agreement desires to convey Assets, as hereafter defined, to McLendon-Chisholm, and McLendon-Chisholm desires to acquire the Assets and assume the Liabilities (as hereafter defined) of RCH;

H. McLendon-Chisholm is capable of providing continuous and adequate service to consumers under applicable codes and regulations without unreasonable or unduly burdensome financial impact on McLendon-Chisholm or McLendon-Chisholm’s current and future customers;

I. RCH and McLendon-Chisholm acknowledge that, upon the Closing (herein defined), the customers of RCH will become the customers of McLendon-Chisholm; and

J. RCH and McLendon-Chisholm acknowledge their intention to fully comply with the provisions of Chapter 13 of the Texas Water Code, as applicable, and the corresponding Texas Public Utility Commission (“PUC”) regulations concerning the subject matter of this Agreement.

AGREEMENT:

NOW, THEREFORE, the foregoing recitals are incorporated herein and constitute material terms of this Agreement, and for good and valuable consideration and the mutual promises and covenants herein expressed, the receipt and sufficiency of which is hereby acknowledged, RCH and McLendon-Chisholm contract, covenant and agree as follows:

I
Assets to be Conveyed

RCH, in accordance with this Agreement, shall convey and McLendon-Chisholm shall acquire the following assets, hereafter collectively referred to as the “Assets”:

1.1 **Utility System.** The retail public utility and water system (the “Utility System”) designated by the Texas Commission on Environmental Quality (“TCEQ”) as Public Water System I.D. No. 1990012 and the certificated service area defined by CCN No. 10087.

1.2 **Land.** All right, title and interest to the real property listed in Exhibit “A” attached hereto, including RCH’s interest in any and all security agreements or deeds of trust and leases, hereafter collectively referred to as the “Land”.

1.3 **Improvements.** All right, title and interest of RCH in and to the improvements affixed to and located on the Land which are owned by RCH, including, without limitation, (i) any buildings and other improvements, located on the Land, water wells, storage tanks, pressure tanks, pumps and controls connected to the storage tanks, and service lines and pipes located on the Land, and (ii) all those items specifically listed on Exhibit “B” attached hereto and made a part hereof (collectively, the “Improvements”).

1.4 **Property Rights.** All right, title and interest of RCH in and to any land lying in the bed or right of way of any alley, street, road or access way, opened or proposed, in front of, at a side of or adjoining the Land to the centerline thereof (“Adjacent Property Rights”).

1.5 **Easements and Appurtenances.** All rights, privileges, and easements, including public utility and pipeline easements, which are owned by or benefit RCH, whether obtained by formal grant, dedication or prescription, and any interest and rights of RCH in other easements, rights-of-way or appurtenances arising or used in connection with the Utility

System, whether appurtenant to the Land or in gross, including but not limited to, RCH's rights and/or access easements used to access the water lines and meters on land owned by customers of RCH, and any other such access rights and sanitary control easements in favor of RCH (the "Appurtenances").

1.6 **Groundwater.** All right, title and interest of RCH in and to all of the underground water, percolating water, artesian water, and any other water from any and all reservoirs, formations, depths, and horizons beneath the surface of the earth, excluding underflow or flow in a defined subterranean channel (collectively, the "Groundwater"), now or in the future located in, on, or under the Land, together with all associated rights related to the Groundwater, including, without limitation, the right to capture, explore for, drill for, develop, withdraw, produce, transport, and/or otherwise beneficially use such Groundwater, and the right to use the surface of the Land for the exercise of such rights, including the right to ingress and egress, and all permits, licenses, or other governmental authorizations relating to any of the foregoing, including rights under any permit issued by any applicable groundwater conservation district, together with any leases, reservations, or other legal entitlements of RCH that allow the holder to produce Groundwater in Rockwall County for the purpose of supplying a public water system.

1.7 **Tangible Personal Property.** All of RCH's right, title, and interest in and to items of furniture, fixtures, equipment, machinery, supplies, and other items of tangible personal property owned or leased, used or held for use by RCH and affixed, attached to, placed, or located on the Land or used by RCH in connection with the ownership, operation, and/or maintenance of the Utility System, including, without limitation, all facilities, water lines, distribution lines, tanks, pumps, pipes, fittings, treatment equipment, meters, ground and elevated storage, water in all facilities and in storage, tools, vehicles, trailers, fuel tanks, fences, fill dirt and clay, copies of records (which shall include, without limitation, bills, employment and customer files, operational records, and insurance records), permits, materials and supplies, and inventories (which shall include, without limitation, those items identified on Exhibit "C" attached hereto and made a part hereof) (collectively, the "Tangible Personal Property").

1.8 **Intangibles.** With the exception of the Intangibles to be excluded that are listed on Exhibit "C", and to the extent assignable, all of RCH's rights, title, and interest in and to (i) all plans, drawings, specifications, surveys, engineering reports, and other materials related to the Land and/or the Utility System, which are conveyed without representation or warranty as to the information or conclusions set out therein; (ii) warranties and guaranties related to the Improvements and the Tangible Personal Property; (iii) licenses, permits, franchises, approvals, and any other development rights and benefits relating to the Land, including, without limitation, all correspondence, permits, CCN, and reports to or from the PUC related to the Utility System; and (iv) all software and intellectual property rights, as well as rights under any insurance policies, including, without limitation, automobile, property, or liability insurance, and all of RCH's rights and interest under any claims, causes of action, and judgments (collectively, the "Intangibles") which shall include, without limitation, those Intangibles also listed on Exhibit "C".

1.9 **Deposits and Monies.** All of RCH's right, title and interest on the Closing Date in monies and customer security deposits, if any, with accrued statutory interest, excluding the Membership Fee (herein so called) listed on Schedule "1" attached hereto, held by RCH or in RCH accounts held at a bank or other financial institution (collectively, the "Deposits"). RCH shall be responsible for returning the Membership Fees to the appropriate members and McLendon-Chisholm shall have no responsibility or liability with regard to the Membership Fees. This provision, as it relates to the Membership Fees, shall survive Closing, as that term is hereafter defined.

1.10 **Contractual Rights.** All rights, obligations, and interests in RCH's contractual rights and liens, to the extent those rights and obligations are assigned to McLendon-Chisholm as provided by this Section 1.10.

1.10.1 RCH represents that Exhibit "D" contains a complete list of RCH's contracts relating to the ownership, operation, maintenance, repair and billing related to the Utility System, provided this Section 1.10 does not include contracts with customers for retail water service. RCH further represents that Exhibit "D" is true and correct list of all written contracts that may be described by this Section 1.10.

1.10.2. RCH and McLendon-Chisholm shall cooperate during the Review Period to determine which contracts, if any, listed in Exhibit "D" will be assigned to McLendon-Chisholm. To the extent any contracts listed in Exhibit "D" that are related to the Utility System and are terminable at will, or otherwise terminable without causing a breach by RCH, RCH shall, at McLendon-Chisholm's request, terminate any or all of such contracts simultaneously with the Closing. McLendon-Chisholm may, but is not obligated to, accept the assignment or partial assignment of any contracts listed in Exhibit "D" that are related to the Utility System not otherwise terminated (collectively, "Transferred Contracts").

II. **Consideration**

2.1. As consideration for the acquisition of the Assets, McLendon-Chisholm will assume all of RCH's liabilities and pay all debts of RCH (collectively, the "Liabilities"), perform all obligations of RCH, and will provide water service for the service area of RCH (collectively, the "Consideration"). The Liabilities are listed in Exhibit "E" of this Agreement. RCH hereby acknowledges and agrees the sufficiency of the Consideration and that the payment and assumption of Liabilities and assumption of service obligations for RCH's customers is a fair and equitable benefit received. This Section II shall survive Closing, as that term is hereafter defined.

III. **Representations, Warranties, and Covenants**

RCH and McLendon-Chisholm represent and warrant to the following, which representations and warranties shall be true and accurate as of the Effective Date (as hereafter defined):

3.1 **RCH's Representations and Warranties.** For purposes of inducing McLendon-Chisholm to enter into this Agreement and to accept conveyance of the Assets, and subject to all other terms and conditions of this Agreement, RCH represents and warrants to McLendon-Chisholm the following, which representations and warranties shall be true and accurate as of the Effective Date through the Closing:

3.1.1 Except for the Transferred Contracts, RCH has not entered into any contract, license, or lease relating to the use or possession of the Utility System including the Assets, which will be binding on McLendon-Chisholm;

3.1.2 RCH has received no written notice of any pending or threatened litigation, condemnation or similar proceeding against RCH, or of any charge or special assessment affecting any of the Assets or any part thereof. RCH shall promptly advise McLendon-Chisholm of any litigation, condemnation or assessments affecting the Assets which is instituted or threatened after the Effective Date;

3.1.3 RCH has received no written notice from any insurance company which has issued a policy with respect to any portion of Land or any of the Assets, or from any Board of Fire Underwriters (or other body exercising similar functions) claiming any defects or deficiencies or requesting the performance of any repairs, replacements, alterations, or other work which have not been complied with. RCH shall promptly advise McLendon-Chisholm of any such notice received by RCH after the Effective Date;

3.1.4 RCH has received no written notices of any civil or criminal suits, or other judicial proceedings or judgments affecting the Assets and no civil or criminal suits, or other judicial proceedings or judgments affecting the Assets are pending. RCH has received no written notice of violations, or other administrative proceedings or judgments relating to the violation of any laws, ordinances, regulations, codes, orders or other requirements affecting the Assets, including but not limited to written notices from the TCEQ, the United States Environmental Protection Agency, or the PUC, for which the violations or other administrative proceedings remain unresolved. RCH shall promptly advise McLendon-Chisholm of any such notice, suits or other proceedings or judgments; or of any written notice from TCEQ, PUC, or any other third party that any violation, action, or proceeding is pending or threatened that questions the validity or enforceability of this Agreement or any action taken or to be taken pursuant hereto which come to RCH's knowledge after the Effective Date;

3.1.5 Except for any portions of the Utility System located in a public right-of-way and otherwise provided by this Section 3.1.5, RCH is the owner of, lessee, or licensee of all easements, rights-of-way, or appurtenances listed in Exhibit A of this Agreement;

3.1.6 RCH has all requisite power, authority, authorization and consents necessary to make, execute, deliver and perform this Agreement and all instruments and agreements contemplated hereby and obtain any and all required approvals to perform its obligations hereunder and to consummate the transactions contemplated hereby;

3.1.7 The execution, transaction, delivery and performance of this Agreement by RCH and the consummation by RCH of the transaction contemplated hereby has been duly authorized and approved by the governing board of directors of RCH and no other action on the part of RCH is necessary to authorize the execution, delivery and performance of this Agreement by RCH or the consummation of this transaction contemplated hereby;

3.1.8 This Agreement has been duly executed and delivered by RCH and is a valid and binding obligation of RCH subject to applicable law;

3.1.9 The persons signing this Agreement on behalf of RCH are authorized to do so;

3.1.10 RCH has not knowingly stored, disposed of, or permitted the release or threatened release of any hazardous substances or hazardous wastes on, from, or under the Land in violation of law (for purposes of this Agreement, the terms “disposal,” “release,” “threatened release,” “hazardous substances,” and “hazardous wastes” shall have the definitions assigned thereto by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as amended);

3.1.11 RCH has received no notice of a condition existing with respect to the Assets that violates any restrictive covenant, or any city, county, state or federal regulation, ordinance or statute, including the violation of any zoning ordinance or use restriction;

3.1.12 RCH is not aware of any underground storage tanks located on the Land or of any underground storage tanks previously located on the Land and subsequently removed and filled;

3.1.13 RCH has not conveyed to any person or entity other than McLendon-Chisholm any rights in, or any rights to acquire any interest in any of the Assets;

3.1.14 RCH is not aware of any previous use of the Land as a dump site or landfill;

3.1.15 There are no leases relating to the Land and there are no contracts relating to the Assets, including but not limited to, service, maintenance, supply and/or employment contracts, other than the Transferred Contracts and those contracts that will be canceled on or before Closing, and all sums due pursuant to any such contracts will be paid by RCH on or before Closing;

3.1.16 RCH shall convey to McLendon-Chisholm at Closing the Assets subject to the terms of this Agreement;

3.1.17 RCH has not defaulted under any promissory note, deed of trust, loan or other type of indebtedness or under any contract or committed any act that with the passage of time or giving of notice would result in a default under any indebtedness or contract;

3.1.18 RCH represents that there are no liens on the Assets or revenues of the Utility System; and

3.1.19 As of the date of Closing, Utility System is fully operational, is in full compliance with all regulatory requirements, and that it has provided McLendon-Chisholm with copies of all documentation related to the history of regulatory compliance of the Utility System.

By executing and delivering the documents listed in this Agreement, RCH shall be deemed to have made all of the foregoing representations and warranties as of the Closing Date. Should any of the foregoing representations and warranties be found to be incorrect on or prior to Closing, RCH shall notify McLendon-Chisholm and use all reasonable efforts to cure same by Closing; provided, however, in no event shall RCH be required to incur any costs or expenses in connection with its cure of same. If RCH is unable to cure same by Closing, at McLendon-Chisholm's option, Closing shall be postponed until five (5) business days following McLendon-Chisholm's receipt of proof satisfactory to McLendon-Chisholm that such matters have been cured. Provided, however, if RCH is unable despite reasonable efforts to cure same within ten (10) business days after the originally scheduled Closing Date, McLendon-Chisholm shall have the right to either waive same and proceed to Closing, or terminate this Agreement upon written notice to RCH.

3.2 **RCH's Covenants.** RCH covenants and agrees with McLendon-Chisholm that from and after the Effective Date through the Closing Date:

3.2.1 Upon obtaining knowledge of the institution of any proceedings for the condemnation of the Land or Assets or any associated easements, or any portion thereof, or any other proceedings arising out of injury or damage to the Land or Assets, or both, or any portion thereof, RCH will notify McLendon-Chisholm of the pendency of such proceedings as soon as reasonably possible thereafter;

3.2.2 Upon obtaining knowledge of the institution of any litigation, arbitration or administrative hearing concerning or affecting the Assets, RCH will notify McLendon-Chisholm of the pendency of such proceedings as soon as reasonably possible thereafter;

3.2.3 RCH will not encumber the Assets or allow any encumbrance upon title to the Assets that will not be released at or prior to Closing;

3.2.4 RCH will maintain the Assets, including the Land, the Improvements and Tangible Personal Property, in its current conditions reasonable wear, tear and casualty loss or condemnation loss excepted;

3.2.5 RCH will continue to operate its Utility System business, generally, in the manner it has operated its Utility System business in the past;

3.2.6 RCH will obtain all necessary approvals for the authority, authorization and consents necessary to make, execute, deliver and perform this Agreement and all instruments and agreements contemplated hereby;

3.2.7 RCH will not enter into any contracts with respect to the Assets or the Utility System which will obligate McLendon-Chisholm after Closing;

3.2.8 RCH will not intentionally take or omit to take any action that would have the effect of violating any of the representations, warranties, covenants and agreements of RCH contained in this Agreement;

3.2.9 RCH will maintain all casualty and liability as well as fire and extended property insurance policies currently covering the Assets or any part thereof in full force and effect;

3.2.10 Effective as of the Closing Date, RCH will terminate all leases and contracts, except the Transferred Contracts, relating to the Assets unless RCH and McLendon-Chisholm otherwise mutually agree in writing prior to the Closing Date that certain of such leases or contracts, if any, will not be so terminated; and

3.2.11 If any liens are placed on the Assets or revenues, RCH shall work to remove any liens on the Assets or revenues. To the extent RCH is not able to remove liens, McLendon-Chisholm, at its sole election, may (1) waive this requirement and proceed to Closing, or (2) terminate this Agreement.

3.3 McLendon-Chisholm's Representations and Warranties. McLendon-Chisholm represents and warrants to RCH the following, which representations and warranties shall be true and accurate as of the Effective Date:

3.3.1 McLendon-Chisholm is a municipal corporation;

3.3.2 McLendon-Chisholm has full power and authority to make, execute, deliver and perform this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;

3.3.3 The execution, delivery and performance of this Agreement by McLendon-Chisholm and the consummation by it of the transaction contemplated hereby, has been duly authorized and approved by all required action of McLendon-Chisholm and no other action on the part of McLendon-Chisholm is necessary to authorize the execution, delivery and performance of this Agreement by McLendon-Chisholm and the consummation of the transaction contemplated hereby;

3.3.4 To McLendon-Chisholm's knowledge, neither the execution, delivery or performance of this Agreement by McLendon-Chisholm, nor compliance with the terms and provisions hereof, will result in any breach of the terms, conditions or provisions of, or conflict with or constitute a default under the terms of any note, agreement or other instrument by which McLendon-Chisholm is bound;

3.3.5 To McLendon-Chisholm's knowledge, McLendon-Chisholm has received no written notice that any action or proceeding is pending or threatened that questions the validity of this Agreement or any action taken or to be taken pursuant hereto; and

3.3.6 This Agreement has been duly executed and delivered by McLendon-Chisholm and is a valid and binding obligation of McLendon-Chisholm subject to applicable law.

3.4. The representations, warranties, and covenants in Section 3.1 shall survive Closing for a period of two (2) years from the date of Closing.

IV.

Review Period and Right to Inspect

4.1 McLendon-Chisholm's Right to Inspect. Within fourteen (14) days after the Effective Date, RCH shall make available for reasonable inspection and copying by McLendon-Chisholm, at RCH's office during regular business hours, the following, to the extent in RCH's control or possession and to the extent not already delivered to McLendon-Chisholm:

4.1.1 All environmental reports, structural reports, engineering reports, soils tests results, evaluations, maps, traffic studies, flood control plans, drainage plans, and any and all other reports, studies or the like relating to the Assets;

4.1.2 All notices from any governmental agencies affecting the Utility System or the Land;

4.1.3 All current licenses, permits and other governmental licenses or approvals relating to the Utility System;

4.1.4 All surveys, title records, title documents (including any title insurance policies), debt instruments, liens, insurance policies, contracts, easement documents, and deeds;

4.1.5 Any engineering reports and plans and specifications relating to the Assets; provided, however, all such reports are delivered without representation or warranty as to the content;

4.1.6 True copies of any leases and contracts relating to the Assets, including but not limited to the contracts listed in Exhibit "D", and copies, if any, of any documents or records related to any beneficial interests, including but not limited to, security agreements, deeds of trusts, promissory notes or leases held by RCH;

4.1.7 A list of all customers of RCH, the current accounts receivable for such customers, and the amount of each customer's deposit, if any, with accrued statutory interest, together with copies of statements for all deposit accounts held by RCH;

4.1.8 Copies of all insurance policies and financial instruments related to the Utility System, Assets, or RCH; and

4.1.9 Copies of all warranties and guaranties related to the Assets.

4.2 Review Period. At any time from and after the Effective Date, McLendon-Chisholm its agents, employees, consultants, or invitees shall have the right, at its sole cost, to order title work to obtain title policies insuring the title to the Land, to order surveys or inspections, and enter upon the Land during normal business hours and upon reasonable advance notice to RCH to inspect the Land or to conduct feasibility studies regarding the Assets, and shall have the further right to access those portions of the Utility System located on property other than the Land, if any, (but only to the extent authorized by that landowner) to conduct feasibility studies. McLendon-Chisholm, its agents, employees, consultants and invitees shall have such right of entry only during normal business hours and upon reasonable advance notice to RCH for purposes of conducting all such studies, inspections, tests and examinations deemed necessary by McLendon-Chisholm. All said studies, tests, inspections and examinations (collectively, the "Reports") shall be at McLendon-Chisholm's expense. McLendon-Chisholm shall provide RCH a copy of the Reports but failure to provide such copies to RCH shall not be considered a default under this Agreement. As used herein, the "Review Period" shall mean the period commencing on the Effective Date and ending on the date McLendon-Chisholm files the Application, as that term is defined in Section 7.1, with the PUC. During the Review Period, and subject to approval of both parties, RCH or McLendon-Chisholm may substitute any of the exhibits listed in this Agreement.

4.3 McLendon-Chisholm's Right to Review Books. During the Review Period, RCH shall make available for reasonable inspection and copying by McLendon-Chisholm and McLendon-Chisholm's accountants and other representatives, at RCH's office during regular business hours, the books and records of RCH with respect to the operation of the Assets. All such copying costs shall be borne by McLendon-Chisholm.

4.4 McLendon-Chisholm's Title Commitment and Review. McLendon-Chisholm, within its sole discretion and at McLendon-Chisholm's sole expense, may procure within sixty (60) days after the Effective Date, a commitment for title insurance on any of the Assets that McLendon-Chisholm desires. RCH shall not be required to provide an owner's policy for title insurance for any portions of the Assets, but RCH shall otherwise cooperate with McLendon-Chisholm in the review by McLendon-Chisholm of any title commitment applied for, or obtained by, McLendon-Chisholm. McLendon-Chisholm will have twenty (20) days after the receipt of the title commitment with respect to any particular portion of the Assets to review such title commitment and to deliver to RCH written notice by hand delivery or overnight delivery, receipt requested, of any objections to the matters set forth in such title commitment. Any items to which McLendon-Chisholm does not object with during this 20-day period will be deemed to be "Permitted Exceptions." As to items in the title commitment to which McLendon-Chisholm timely makes objections to in writing to RCH, RCH shall have a period of ten (10) days during which it may, but shall have no obligation to cooperate with McLendon-Chisholm to attempt to effectuate the cure of such objections such that RCH's covenants or representations in this Agreement are not false or misleading. At the end of the twenty (20) day period (if no objections

are made by McLendon-Chisholm), or the ten (10) day period (if objections are made by McLendon-Chisholm), McLendon-Chisholm shall have the right, as its sole and exclusive remedies, to either terminate this Agreement, or waive such title objections and proceed to Closing.

4.5 Termination by McLendon-Chisholm. Except as otherwise provided in this Agreement, McLendon-Chisholm shall have the right to terminate this Agreement for any reason prior to date of a Determination Notice (herein defined) by providing written notice to RCH, and all rights and obligations hereunder shall terminate, except those expressly providing otherwise.

V. Remedies

5.1 RCH's Remedies. In the event McLendon-Chisholm (i) fails or refuses to consummate the acquisition of the Assets pursuant to this Agreement at the Closing, (ii) fails to perform any of McLendon-Chisholm's other obligations hereunder either prior to or at the Closing for any reason other than the breach of any of RCH's representations, warranties or covenants, or other failure by RCH to perform its obligations hereunder, or (iii) otherwise breaches this Agreement, RCH shall be entitled as its sole and exclusive remedy to: (a) terminate this Agreement by giving McLendon-Chisholm timely written notice of such election prior to Closing or (b) waive the default and close the transfer of the Assets pursuant to the terms hereof.

5.2 McLendon-Chisholm's Remedies. In the event RCH (i) fails or refuses to consummate the conveyance of the Assets pursuant to this Agreement at Closing, (ii) fails to perform any of RCH's other obligations hereunder either prior to or at the Closing for any reason other than the breach of any of McLendon-Chisholm's representations, warranties or covenants or McLendon-Chisholm's failure to perform its obligations hereunder, or (iii) otherwise breaches the Agreement, McLendon-Chisholm shall be entitled as its sole remedy to either: (a) terminate this Agreement by giving RCH timely written notice of such election prior to Closing or (b) waive the default and close the transfer of the Assets pursuant to the terms hereof.

VI. Closing

6.1 Closing Date. The Closing (herein so called) shall be held at a location that may be mutually agreed upon by RCH and McLendon-Chisholm on the date ("Closing Date") which shall be no later than sixty (60) days following receipt of a Determination Notice (hereafter defined). RCH and McLendon-Chisholm acknowledge that the Closing cannot occur before 120 days from the date the application is declared administratively complete by the PUC pursuant to Texas Water Code § 13.301, unless approved by the PUC to close earlier.

6.2 Closing Matters.

6.2.1 At Closing, RCH shall:

- (a) Deliver all keys to the Assets to McLendon-Chisholm;

- (b) Deliver control of the Assets to McLendon-Chisholm;
- (c) Deliver control of the equipment or other Tangible Personal Property, if any, listed as part of the Tangible and Intangible Personal Property on Exhibit "C" to McLendon-Chisholm;
- (d) Deliver an updated list of all customers of RCH, the service address for each customer, a final meter reading for, or a meter reading associated with the last bill sent by RCH to, each customer, the accounts receivable for such customers, and the amount of each customer's deposit, with accrued statutory interest, certified by RCH to be true and correct as of the day immediately preceding Closing;
- (e) Deliver to McLendon-Chisholm evidence of payment of all bills by RCH;
- (f) Grant to McLendon-Chisholm the authority to provide the necessary consents of RCH to PUC with respect to the proposed maps, certificates, and the recommendation for approval and issuance or decertification of the CCN, and authorize the PUC to effectuate the transfer of the Utility System upon receipt of McLendon-Chisholm's signed consent form without the further involvement of RCH, including without limitation executing all necessary consent documents on behalf of RCH; and
- (g) Deliver consents to assignment and assignment of any Transferred Contract listed in Exhibit "D" to which McLendon-Chisholm has agreed to accept assignment.

6.2.2 At Closing, RCH shall execute, deliver, and acknowledge the following documents:

- (a) A copy of an Affidavit of Closing, in substantially the form attached hereto as Exhibit "F", and any and all documents which McLendon-Chisholm may reasonably request after the Closing to evidence the consent and agreement of RCH for decertification of its service area and certification of the service area to McLendon-Chisholm. The agreement set forth in the preceding sentence shall survive the Closing. RCH shall file the Affidavit of Closing with the PUC in accordance with Section 7.1 of this Agreement;
- (b) A Contract Closing Certification, in substantially the form attached hereto as Exhibit "G", which shall include the certification of records and the certification of correspondence, as well as the Engineering Certificate, attached hereto as Exhibit "F-1".
- (c) A Special Warranty Deed and Assignment of Easements, conveying the Land, Appurtenances, easements, Adjacent Property Rights, and any Improvements, in substantially the form attached hereto as Exhibit "H"; and

(d) A Bill of Sale and Assignment of Easements, conveying Tangible Personal Property, Intangibles, Deposits, and Contractual Rights, in substantially the form attached hereto as Exhibit "I".

6.2.3 At Closing, McLendon-Chisholm shall:

(a) Deliver reasonable evidence of McLendon-Chisholm's capacity and authority for the Closing of this transaction;

(b) Provide written acknowledgement and acceptance, without conditions, of RCH's assignment of the Transferred Contracts; and

(c) Execute any and all documents reasonably necessary.

6.2.4 At Closing, RCH shall:

(a) Pay all special taxes or assessments, if any, assessed prior to the Closing Date;

(b) Transfer all revenues for water utility services and Deposits to McLendon-Chisholm; and

(c) Provide all copies of the last billing statement paid for each utility meter, copies of tax assessments (if any), and statements of any other recurring expenses of RCH.

6.3 Winding Up and Termination of RCH. RCH shall comply with all applicable winding-up procedures as provided for by the Corporate Documents and the Texas Business Organizations Code ("Code"), including but not limited to Section 11.051 of the Code. McLendon-Chisholm shall assist RCH with the termination of RCH as an entity, including the preparation and filing of the Certificate of Termination and any other documents necessary to transfer the Assets and dissolve RCH as an entity and to pay reasonable and necessary professional fees and costs incurred therewith. RCH acknowledges that, in accordance with Section 11.356 of the Code, after the Certificate of Termination is filed, RCH will continue to exist for settling affairs of RCH not completed before Closing and that, in accordance with Section 11.357, the persons currently governing RCH will continue to have powers necessary to complete any winding up of RCH not finalized at Closing. RCH and McLendon-Chisholm covenant and agree to work with each other with regard to all matters related to the winding up of RCH. RCH hereby appoints the President of RCH, or his designee, as a representative of RCH, who can be contacted at the address and telephone number set forth in Section 8.4 below to be the contact person for all matters arising after Closing. RCH agrees to start the process to windup RCH within thirty (30) days after the Closing and to file the Certificate of Termination and any other documents necessary to transfer the Assets and dissolve RCH as an entity within six (6) months after the Closing. This deadline may be extended upon written consent by McLendon-Chisholm, which shall not be unreasonably withheld. Notwithstanding any provision

in this Agreement or any closing document to the contrary, these provisions of this Section 6.3 shall survive Closing.

VII.

Conditions Precedent

7.1 PUC Determination.

7.1.1 Notwithstanding anything in this Agreement to the contrary, the obligations of RCH and McLendon-Chisholm to consummate the transaction contemplated by this Agreement shall be subject to and specifically conditioned upon receipt of the written determination (“Determination Notice”) by the PUC that authorizes the transaction contemplated herein to close in accordance with this Agreement. RCH and McLendon-Chisholm each acknowledge that this purchase and sale transaction must comply with the requirements of Texas Water Code § 13.301 and, therefore, cannot be completed prior to the Determination Notice. McLendon-Chisholm agrees, at McLendon-Chisholm’s expense, to file with the PUC an Application for Sale, Transfer or Merger of a Retail Public Utility (“Application”) as soon as reasonably possible after the Effective Date of this Agreement, and RCH and McLendon-Chisholm agree to cooperate in connection with completing the Application and further agree to support the PUC approval of the Application. The Parties hereby acknowledge that McLendon-Chisholm will not file the Application with the PUC unless and until McLendon-Chisholm _____[secured NTMWD’s approval of an assignment of water supply contract]_____. In this regard, RCH acknowledges that after receipt of the Determination Notice and within 30 days after the Closing Date, McLendon-Chisholm must file with PUC documents evidencing that the purchase and sale transaction contemplated by this Agreement is final and that support the disposition of customer security deposits, if any. Following receipt by PUC of these documents evidencing completion of the transaction contemplated by this Agreement and disposition of customer security deposits, PUC will prepare a proposed map, certificate, and recommendation for both RCH and McLendon-Chisholm to review and consent to before submitting the map, certificate, and recommendation to the PUC for approval and issuance of the CCN. The consent must be received by PUC in order for the PUC to approve the CCN transfer. If the Parties have not received the Determination Notice within eighteen (18) months of the Effective Date, if the Application is contested, or if the PUC denies the Application and such decision is final and non-appealable, either RCH or McLendon-Chisholm may at any time terminate this Agreement upon ten (10) days’ written notice of the other party and neither party shall thereafter have any further rights, liabilities, or obligations hereunder. If PUC requires a hearing and neither RCH nor McLendon-Chisholm terminate this Agreement, this condition precedent provided for herein shall not be satisfied until after PUC enters final, appealable order(s) necessary for the transaction contemplated herein.

VIII.

Miscellaneous

8.1 Entire Agreement. The Agreement together with the Contract Closing Certification constitute the entire agreement of the parties hereto as to the subject matter hereof and shall supersede any and all prior agreements and understandings of the parties hereto,

whether oral or written. If there is any conflict between this Agreement and the Contract Closing Certification, this Agreement shall control. This Agreement can be amended or modified only by written agreement executed by RCH and McLendon-Chisholm.

8.2 Binding. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto. Neither RCH nor McLendon-Chisholm may assign its respective rights under this Agreement without the other party's prior written consent.

8.3 Effective Date. The term "Effective Date" as used in this Agreement shall be the date on which this Agreement is executed by the last to sign of RCH and McLendon-Chisholm.

8.4 Notice. Any notice required or permitted hereunder shall be in writing and shall be deemed to be delivered on the date received if delivered by hand to the address shown below for RCH or McLendon-Chisholm, as appropriate, or such notice shall, if deposited in the mail, be deemed to be delivered, whether actually received or not, on the third business day after having been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to RCH or McLendon-Chisholm, as appropriate, at the address shown below. The addresses for RCH and McLendon-Chisholm for all purposes under this Agreement shall be the following:

If to RCH:

RCH Water Supply Corporation
Attn: President

Mail Delivery

Hand Delivery

Phone:
FAX:

With simultaneous copy to:

If to McLendon-Chisholm:

City of McLendon-Chisholm, Texas
Attn: City Administrator

Phone:

And

City of McLendon-Chisholm, Texas

Attn: City Attorney
Phone:

With a simultaneous copy to: Bickerstaff Heath Delgado Acosta LLP
Attn: Emily W. Rogers
3711 S. MoPac Expressway
Building One, Suite 300
Austin, TX 78746
Phone: 512-472-8021
FAX: 512-320-5638

The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days' written notice to the other party.

8.5 Time. Time is of the essence in all things pertaining to the performance of this Agreement.

8.6 Applicable Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. Any action in law or equity brought to enforce or interpret any provision of this Agreement shall be brought in a court of competent jurisdiction with venue in Rockwall County, Texas.

8.7 Counterparts, Faxes and PDFs. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. A telecopied facsimile or portable document format copy of an executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms hereof. However, each party agrees to promptly deliver to the other party an original, duly executed counterpart of this Agreement.

8.8 Section Headings. The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

8.9 Business Days. In the event that any date or any period provided for in this Agreement shall end on a Saturday, Sunday or legal holiday, the applicable period shall be extended to the first business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Texas.

8.10 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, administrative rule, regulation or finding, rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question

invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

8.11 Exhibits. All references to exhibits contained herein are references to exhibits attached hereto, all of which are made a part hereof. It is expressly understood that if any exhibit attached hereto which is to be executed and delivered at Closing contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained herein and as contemplated hereby prior to or at the time of execution and delivery thereof.

8.12 Negotiation by Counsel. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement, and agree that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

8.13 Modification; Assignment; and Benefit. This Agreement shall be subject to change or modification at any time, but only with the mutual, written consent of all of the Parties hereto. This Agreement shall not be assignable by either party hereto without the prior written consent of the other party hereto, such consent to not be unreasonably withheld, conditioned or delayed. This Agreement shall be for the sole and exclusive benefit of the Parties and third-party beneficiaries, if any, are hereby expressly disclaimed.

8.14 No Waiver. No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind.

8.15 Further Assurances. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement, including but not limited to, acquiring easements or rights-of-way necessary to operate the Utility System, and to complete the contemplated transaction.

8.16 Legal Construction. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

IN WITNESS WHEREOF, this Agreement has been duly executed in multiple counterparts (each of which is to be deemed original for all purposes) by the parties hereto on the date appearing opposite each party's signature.

[Signatures on next pages]

RCH WATER SUPPLY CORPORATION

Date: _____, 2023

By: _____
_____, President

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of RCH Water Supply Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the RCH WATER SUPPLY CORPORATION, and that he executed the same as the President of the RCH WATER SUPPLY CORPORATION for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2023.

Notary Public
The State of Texas

CITY OF MCLENDON-CHISHOLM, TEXAS

Date: _____, 2023

By: _____
Keith Short, Mayor

APPROVED AS TO FORM:

Michael Halla, City Attorney
City of McLendon-Chisholm, Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Keith Short, City Manager of the City of McLendon-Chisholm, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the CITY OF MCLENDON-CHISHOLM, and that he executed the same as the act of the CITY OF MCLENDON-CHISHOLM for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2023.

Notary Public
The State of Texas

EXHIBIT "A"

LAND

EXHIBIT "B"
IMPROVEMENTS

EXHIBIT "C"

TANGIBLE PROPERTY AND INTANGIBLES

Tangible Property

[list vehicles and equipment][

Contents of _____ located at _____:
including all hand tools, pipes, fittings, clamps, dressers, shelving, cabinets, benches, etc.

Contents of Office located at _____:
including furniture, filing cabinets, shelving, tables, chairs, folding machine, printers, computers, server, office supplies, kitchen contents, etc. Customer files containing service agreements will also be included.

Contents of _____ located at _____:
including the chemical room and meter room, pipes, tools, etc. The LAS and Chlorine chemical bottles are rented from _____.

System Maps: All maps including as-builts and full system maps.

All documents and papers including corporate minute books, official records, and public information of any kind, whether in written or other form, member/customer lists, tariff, deeds and easements, usage reports, field operator reports, backflow reports, project files, purchase and sales records, personnel and independent contractor records, invoices, environmental control records, maintenance records, operating and management manuals, computer systems and software documentation, and forms.

Tangible property located on the three parcels of real estate owned by RCH Water Supply Corporation including all buildings, water storage tanks, generators, piping, equipment, etc. located in or on the property:

Entire water distribution system including water lines, pipes, clamps, fittings, meters, flush and fire hydrants, valves, and appurtenances.

All Deposits.

Intangible Property

Certificate of Convenience and Necessity (CCN) #10087 issued by the Public Utility Commission.

All right, title, and interest in and to all of the following assets owned by RCH Water Supply Corporation including the name “RCH Water Supply Corporation” and any variant of the name as well as all promotional designs, concepts, literature, advertising lay-outs, designs, and concepts.

All permits, licenses, franchises, consents, authorities, special authorities, and other similar acts of any government body (federal, state, local, or foreign) held by RCH Water Supply Corporation that may be lawfully assigned or transferred, subject to any action by such body that may be required in connection with such assignment or transfer.

Any all causes of action, uncollected receivables, refunds, customer security deposits, tax credits, franchise tax receipts, general intangibles and easements owned by RCH Water Supply Corporation.

SCADA Software
Software Serial #

Website:
Provider:
Domain name expires
Hosting contract expires

Federal Communications Commission (FCC) Registration #:

EXHIBIT "D"
CONTRACTUAL RIGHTS

EXHIBIT "E"

LIABILITIES

None

EXHIBIT "F"

AFFIDAVIT OF CLOSING

TEXAS PUBLIC UTILITY COMMISSION

DOCKET NO. _____

STATE OF TEXAS

COUNTY OF ROCKWALL

AFFIDAVIT OF CLOSING

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of RCH Water Supply Corporation, a non-profit water supply corporation ("Seller"), personally known to me to be the person whose name is subscribed hereto and upon his/her oath deposed and stated that:

"I am a citizen of the United States, of legal age, and have never been known by any other name than set out below; I am _____, President of RCH Water Supply Corporation, authorized agent of Seller, and am authorized to make this affidavit on its behalf.

Seller and City of McLendon-Chisholm ("Buyer") entered into that certain Water System Asset Transfer Agreement dated effective as of _____ ("Contract"), which provided for the sale and transfer to Buyer of Seller's water supply system, consisting of real property rights, easements, pipelines and related infrastructure and personal property as more fully described in the Contract (collectively the "Assets"), located within or to serve the area designated by the Commission under Water CCN No. 10087 ("Transfer Area").

Pursuant to the terms of the Contract the Seller has agreed that upon closing it will decertify and transfer the Transfer Area within its CCN No. 10087 to Buyer so that the area may be certificated to the Buyer in accordance with Chapter 13 of the Texas Water Code.

The sale and transfer to the Buyer of Seller's water supply system, the decertification of Seller's CCN No. 10087, and the transfer of the Transfer Area to Buyer shall be collectively referred to as the "Transfer."

In addition, after the receipt by the Public Utility Commission ("PUC") of the applicable closing documents, Seller understands that PUC staff will prepare proposed maps, certificates, and recommendations for both the Seller and the Buyer to review and approve before their submittal to the PUC for approval of the Transfer; provided,

however, that Seller understands that it has the right to grant the Buyer the right to consent to the proposed maps, certificates and recommendations on behalf of the Seller.

The Seller hereby certifies that (i) as of the date hereof all of the water supply system and the Assets have been sold to Buyer in accordance with the terms of the Contract, (ii) Seller concurs with the Transfer under the applicable provisions of Chapter 13 of the Texas Water Code, (iii) Seller agrees that the PUC may take action to decertify the Transfer Area from Seller and certificate the Transfer Area to the Purchaser; and (iv) Seller has granted Buyer the authority to provide the necessary Seller's consent to PUC with respect to the proposed maps, certificates and the recommendation for decertification, and approval and issuance of any CCN necessary to effectuate the Transfer, and hereby authorizes the PUC to effectuate the Transfer upon receipt of Buyer's signed consent form without the further involvement of Seller, including, but not limited to, executing all necessary consent documents on behalf of the Seller.

Executed this _____ day of _____, 20__."

Brian, Andrews, Affiant

SUBSCRIBED AND SWORN TO before me on _____, 20__ by
_____, President of RCH Water Supply Corporation, on behalf of said corporation.

SEAL

Print name: _____

Notary Public for the State of Texas
Commission expires: _____

EXHIBIT "G"

CONTRACT CLOSING CERTIFICATION

Date: _____, 20____ (the
"Closing Date")

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of RCH Water Supply Corporation, a Texas non-profit corporation ("Seller"), personally known to me to be the person whose name is subscribed hereto and upon his/her oath depose and state that:

I am of legal age, and have never been known by any other name than set out below; I am _____, President of Seller, and am authorized to make this affidavit on its behalf.

1. Seller and the City of McLendon-Chisholm ("Buyer") entered into that certain Water System Asset Transfer Agreement dated effective as of _____ 2023 ("Agreement"), which provided for the sale and transfer of Seller's water supply system, consisting of real property rights, easements, pipelines and related infrastructure and personal property as more fully described in the Agreement (collectively the "Assets"), located within or for the purpose of serving the area designated by the Public Utility Commission of Texas under Water CCN No. 10087.

2. Seller has performed its disclosure obligations under the Agreement by providing the Buyer records and other documents as set out in Article 4 of the Agreement.

3. Seller is the owner of the Assets and has not granted any rights or interests in Assets during the pendency of the Agreement, and there are no leases, contracts of sale, parties in possession, or other contracts for the use or purchase of Assets.

4. Seller has no improvements to the Assets that have not been fully paid for or that could give rise to any mechanic's and materialman's liens or adverse claims.

5. There are no unpaid debts, judgments, taxes, liens, or obligations affecting the Assets.

6. Except as listed on Exhibit "A" hereto, to Seller's knowledge, Seller has not received notice of any condemnation proceeding, proceeding arising out of injury or damage to the Assets, litigation, arbitration, or administrative hearing, adverse claim, violation of applicable law, notice of default, or other proceeding that could adversely affect the Assets.

7. Seller has complied with Seller's Covenants in Section 3.2 of the Agreement.

8. Seller acknowledges that this affidavit is made to induce Buyer to purchase the Assets.

9. To Seller's knowledge, as of the Closing Date, the representations and warranties set out in the Agreement are still true and correct and have not been breached.

10. Seller's engineer has provided an Engineering Certificate, attached hereto as Exhibit "B" to this affidavit.

11. Seller's representations, warranties, covenants, and other agreements set forth in this Contract Closing Certification shall merge on the closing of the transactions contemplated by the Agreement and shall have no further force and effect thereafter.

_____, President
RCH Water Supply Corporation

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

SWORN AND SUBSCRIBED TO under oath by _____, President of RCH Water Supply Corporation, before the undersigned notary public in witness of which I place my hand and seal on this ____ day of _____, 20____.

SEAL

Print name: _____
Notary Public for the State of Texas

Commission expires: _____

Exhibit “A” to Contract Closing Certification

Notice of Claims and Proceedings

Exhibit “B” to Contract Closing Certification

Engineer’s Certificate

EXHIBIT "F-1"

FORM OF ENGINEER'S CERTIFICATE

Engineer's Certificate

THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

I, the undersigned ("Engineer"), of the firm of _____, do hereby certify the following:

1. Engineer is familiar with the RCH Water Supply Corporation water utility system, including transmission pipelines, the distributions lines, the storage tanks, pressure tanks, and related appurtenances.

2. In the course of performing engineering services for the RCH Water Supply Corporation, Engineer is not aware of any information regarding the engineering design of such water utility system affecting the current condition and future needs of the water utility system that is not contained in the records of the RCH Water Supply Corporation, except for the following:

3. The word "certify" as used herein is an expression of professional opinion only and shall not be construed or understood to be a statement of fact, a warranty, or a guarantee of any kind, expressed or implied.

NAME OF ENGINEERING FIRM

By: _____

STATE OF TEXAS

§

§

COUNTY OF ROCKWALL

§

SWORN AND SUBSCRIBED TO under oath by _____ before
the undersigned notary public in witness of which I place my hand and seal on this _____ day of
_____, 20_____.

SEAL

Print name: _____

Notary Public for the State of Texas

Commission expires: _____

EXHIBIT "H"

FORM OF SPECIAL WARRANTY DEED AND ASSIGNMENT OF EASEMENTS

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF ROCKWALL	§	

That RCH Water Supply Corporation (hereinafter called "Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by the City of McLendon-Chisholm (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged and for the payment of which no lien, express or implied, is retained, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY to Grantee the real property situated in Rockwall County, Texas described in Exhibit "A" attached hereto and made a part hereof (the "Land"), together with (i) any and all improvements located thereon; (ii) all right, title and interest of Grantor, if any, in and to any land lying in the bed of any alley, street, road or access way, open or proposed, in front of, at a side of, or adjoining the Land to the centerline thereof; (iii) to the extent assignable, all rights, privileges, and easements whether appurtenant to the Land or in gross, which are owned by Grantor, including without limitation, those easements more particularly described in Exhibit "B" hereto, and, to the extent such are used by Grantor in connection with Grantor's water treatment and retail water system operated on the Land, the right to access the water lines and other appurtenances on lands owned by customers of the retail water system operated on the Land, all development rights relating to the Land and any other easements, rights-of-way, or appurtenances arising or used in connection with the beneficial use and enjoyment of the Land; and (iv) any and all reversionary interests of the Grantor in and to the Land (the Land and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (iv) above are collectively referred to herein as the "Property"). This conveyance is made and accepted subject and subordinate to (i) any and all matters affecting the state of title to the Property and recorded in the appropriate public records or that would be apparent on a Land survey and (ii) all zoning, building and other laws, regulations and ordinances of any and all municipal, governmental and quasi-governmental bodies and agencies having jurisdiction over the Property or any part thereof (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors to warrant and forever defend all and singular the Property unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this Special Warranty Deed is executed by Grantor on the
____ day of _____, 2023.

_____, President
RCH Water Supply Corporation

THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

This instrument was acknowledged before me on this ____ day of _____, _____,
by _____, President of RCH Water Supply Corporation.

Notary Public, State of _____

EXHIBIT "A" TO DEED
LAND

EXHIBIT “B” TO THE DEED
EASEMENTS

EXHIBIT "I"

FORM OF CONVEYANCE, BILL OF SALE, AND ASSIGNMENT

This Conveyance, Bill of Sale and Assignment ("Assignment") is entered into by and between RCH Water Supply Corporation ("Grantor"), a Texas corporation, and the City of McLendon-Chisholm ("Grantee"), a municipal corporation of Texas.

RECITALS

A. Concurrently with the execution and delivery of this instrument, the Grantor is conveying to Grantee by Special Warranty Deed all of that certain parcel of real property, together with improvements thereon ("Improvements"), in Rockwall County, Texas (the "Property"), more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

B. It is the desire of the Grantor to bargain, sell, convey, transfer, set over and assign unto Grantee the following:

- (i) All of the Grantor's right, title and interest in items of furniture, fixtures, equipment, machinery, supplies and other items of tangible personal property presently owned, used or held for use by the Grantor and affixed, attached to, placed or located on the Property or used by the Grantor exclusively in connection with the ownership, operation and/or maintenance of the retail water system operated on the Property ("Utility System"), including without limitation, all facilities, wells, water lines, distribution lines, tanks, pumps, pipes, fittings, treatment equipment, meters, copies of records, permits, materials and supplies, inventories, and those items listed in Exhibit "B" attached hereto and made a part hereof (collectively, the "Tangible Personal Property");
- (ii) All of the Grantor's right, title and interest in Deposits, on the Closing Date;
- (iii) To the extent assignable, all of the Grantor's right, title and interest in and to (a) all plans, drawings, specifications, surveys, engineering reports, and other materials related to the Land and the Utility System, which are conveyed without representation or warranty as to the information or conclusions set out therein; (b) all warranties and guaranties related to the Improvements and the Tangible Personal Property; (c) all licenses, permits, franchises, approvals and any other development rights and benefits relating to the Property; and (d) all insurance policies, software and intellectual property rights, all contract rights, interest in any claims, causes of action or judgments (collectively, the "Intangible Property"); and
- (iv) All of the Grantor's rights under the agreements listed in Exhibit "C" attached hereto and made a part hereof.

C. The Tangible Personal Property, Deposits, and Intangible Property are hereinafter collectively referred to as the "Transferred Properties."

CONVEYANCE, ASSIGNMENT AND AGREEMENT

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby BARGAIN, SELL, CONVEY, TRANSFER, SET-OVER AND ASSIGN unto Grantee, its successors and assigns, the Transferred Properties.

TO HAVE AND TO HOLD the Transferred Properties, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns forever, and the Grantor does hereby bind the Grantor and the Grantor's successors to warrant and forever defend all and singular the Transferred Properties unto Grantee, and Grantee's successors and assigns against any person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under the Grantor, but not otherwise.

This Assignment is given pursuant to that certain Closing Agreement dated effective _____ (the "Agreement") by and between the Grantor and Grantee concerning the Property and the Transferred Properties.

This Assignment shall be construed under and in accordance with the laws of the State of Texas and shall be performable in Rockwall County, Texas. This Assignment and the covenants, conditions and agreements herein shall inure to the benefit of and be binding upon the Grantor and Grantee, and their respective heirs, executors, administrators, successors and assigns.

EXECUTED the ____ day of _____, 2023.

RCH WATER SUPPLY CORPORATION:

By: _____
Name: _____
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

 This instrument was acknowledged before me on the ____ day of _____, 2023
by _____, President of RCH Water Supply Corporation.

Notary Public, State of Texas

CITY OF MCLENDON-CHISHOLM

By: _____
Name: Keith Short
Title: Mayor

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2023
by Keith Short, Mayor of the City of McLendon-Chisholm.

Notary Public, State of Texas

EXHIBIT “A” TO CONVEYANCE
IMPROVEMENT ON PROPERTY

EXHIBIT "B" TO CONVEYANCE

TANGIBLE PERSONAL PROPERTY AND INTANGIBLES

Tangible Property

[list vehicles and equipment][

Contents of _____ located at _____:
including all hand tools, pipes, fittings, clamps, dressers, shelving, cabinets, benches, etc.

Contents of Office located at _____:
including furniture, filing cabinets, shelving, tables, chairs, folding machine, printers, computers, server, office supplies, kitchen contents, etc. Customer files containing service agreements will also be included.

Contents of _____ located at _____:
including the chemical room and meter room, pipes, tools, etc. The LAS and Chlorine chemical bottles are rented from _____.

System Maps: All maps including as-builts and full system maps.

All documents and papers including corporate minute books, official records, and public information of any kind, whether in written or other form, member/customer lists, tariff, deeds and easements, usage reports, field operator reports, backflow reports, project files, purchase and sales records, personnel and independent contractor records, invoices, environmental control records, maintenance records, operating and management manuals, computer systems and software documentation, and forms.

Tangible property located on the three parcels of real estate owned by RCH Water Supply Corporation including all buildings, water storage tanks, generators, piping, equipment, etc. located in or on the property:

Entire water distribution system including water lines, pipes, clamps, fittings, meters, flush and fire hydrants, valves, and appurtenances.

All Deposits.

Intangible Property

Certificate of Convenience and Necessity (CCN) #10087 issued by the Public Utility Commission.

All right, title, and interest in and to all of the following assets owned by RCH Water Supply Corporation including the name “RCH Water Supply Corporation” and any variant of the name as well as all promotional designs, concepts, literature, advertising lay-outs, designs, and concepts.

All permits, licenses, franchises, consents, authorities, special authorities, and other similar acts of any government body (federal, state, local, or foreign) held by RCH Water Supply Corporation that may be lawfully assigned or transferred, subject to any action by such body that may be required in connection with such assignment or transfer.

Any all causes of action, uncollected receivables, refunds, customer security deposits, tax credits, franchise tax receipts, general intangibles and easements owned by RCH Water Supply Corporation.

SCADA Software
Software Serial #

Website:
Provider:
Domain name expires
Hosting contract expires

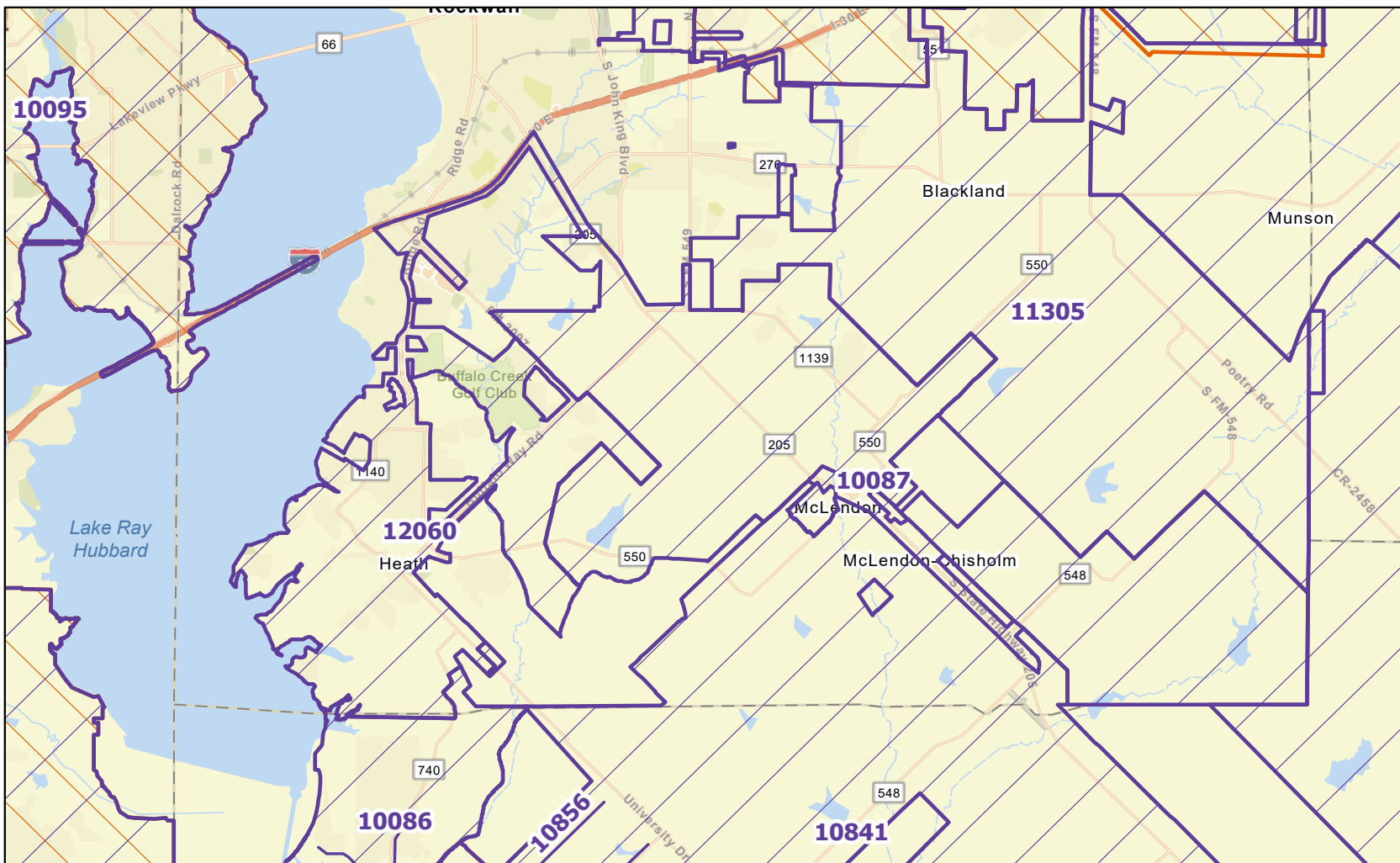
Federal Communications Commission (FCC) Registration #:

EXHIBIT “C” TO CONVEYANCE

ASSIGNED AGREEMENTS

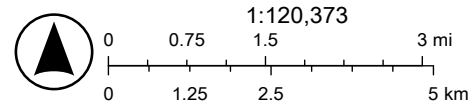
Schedule 1
Membership Fees Schedule

ArcGIS Web Map



May 19, 2023

-  Water CCN Facility Lines
  Sewer CCN Service Areas
-  Water CCN Service Areas



Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

City of McLendon Chisholm
General Fund Financial Summary
For the seven months ended April 30, 2023

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	April 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	April 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
Revenue								
302 · Franchise Income	\$ 1,158	\$ 195,007	84%	\$ 232,000	\$ 1,101	\$ 165,297	71%	\$ 232,000
303 · Development Income	29,025	302,040	189%	160,000	16,614	44,244	65%	68,000
304 · Building Permit Income	29,714	324,182	33%	975,000	153,392	858,817	85%	1,015,375
305 · Municipal Court Income		2,000	- %	-	-	6,000	67%	9,000
306 · Interest Income	17,775	102,709	1167%	8,800	1,135	2,684	- %	23,110
307 · Sign Permit Income		-	- %			-	- %	-
308 · Septic Fees	575	6,575	55%	12,000	800	8,275	64%	13,000
309 · Food Enforcement		1,000	83%	1,200	100	1,050	88%	1,200
310 · Sales Tax Revenue	49,779	541,706	56%	975,000	48,772	588,123	60%	977,930
311 · PID Admin Expense Reimbursement		-	- %			-	- %	-
313 · Donations	(70)	20	- %			120	- %	-
314 · Copies Public Inf. Income		50	- %			-	- %	-
315 · Miscellaneous Income	129	129	- %			845	- %	-
317 · Ad Valorem Tax	23,239	693,784	102%	680,000	3,780	944,781	139%	679,195
318 · Tax Certifications		-	- %			-	- %	-
321 · Credit Card Fee Revenue	132	1,465	98%	1,500	121	842	64%	1,315
325 · Hotel Occupancy Tax		2,287	- %			-	- %	-
Transfer from Fire Capital Fund		-	- %		-	1,061,054	92%	1,152,550
Transfer from Unassigned Surplus			0%	500,000				
Total Revenue	\$ 151,455	\$ 2,172,955	61%	\$ 3,545,500	\$ 225,815	\$ 3,682,133	88%	\$ 4,172,675

City of McLendon Chisholm
General Fund Financial Summary
For the seven months ended April 30, 2023

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	April 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	April 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
Expenditures								
Operating Expenditures								
401 · Municipal Court		\$ 30	3%	\$ 1,000		\$ -	- %	\$ -
402 · Election Expense		-	0%	10,000		-	- %	6,550
410 · Contracted Services						-		
41003 · Building Inspections	17,730	120,328	62%	195,000	9,350	157,900	73%	216,755
41004 · Enigneering Services - Development		25,100	78%	32,000		-		
41005 · City Planner Services - Development	2,985	19,502	58%	33,500		-		
41006 · Other Consultants - Development	12,062	15,396	52%	29,500		-		
41007 · Evnironmental & Health Inspect. Services	870	5,775	39%	15,000	900	5,820	61%	9,495
41008 · Animal Control	1,590	11,131	59%	19,000	1,590	11,130	58%	19,080
411 · Vehicle Expenses	20	219	44%	500	52	74	14%	525
412 · Supplies	213	1,174	29%	4,000	250	2,773	- %	4,000
415 · Section 380 Grant Program	21,730	136,090	48%	285,000	16,270	108,942	38%	284,630
418 · Membership Fees		3,089	154%	2,000	-	1,618	81%	2,000
422 · Public Notice Expense	3,298	5,637	75%	7,500	1,767	4,352	67%	6,510
423 · Community Functions		7,062	141%	5,000		1,506	100%	1,510
426 · Appraisal District Collection		7,438	58%	12,800		6,372	50%	12,745
429 · Street Lights	234	1,624	48%	3,400	234	1,642	48%	3,400
Total 400 Operating Expenditures	\$ 60,732	\$ 359,595	55%	\$ 655,200	\$ 30,413	\$ 302,129	53%	\$ 567,200
Occupancy Expenditures								
502 · Electricity	\$ 253	\$ 1,691	42%	\$ 4,000	\$ 329	2,568	61%	\$ 4,200
506 · Water	268	1,894	51%	3,700	292	2,058	59%	3,500
514 · Building Maint/Improvements	997	14,303	57%	25,000	2,281	18,136	82%	22,000
516 · Lawn Maintenance	719	5,033	40%	12,500	685	5,245	42%	12,371
520 · Telephone & Internet	759	7,475	71%	10,500	892	5,950	57%	10,520
522 · Website Expense	120	6,360	49%	13,000	120	6,360	51%	12,480
Total 500 Occupancy Expenditures	\$ 3,116	\$ 36,756	54%	\$ 68,700	\$ 4,599	\$ 40,318	62%	\$ 65,071

City of McLendon Chisholm
General Fund Financial Summary
For the seven months ended April 30, 2023

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	April 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	April 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
General & Administrative Expenditures								
603 · Citizen Recognition	-	-	0%	2,000	-	-	- %	-
604 · Municipal Manuals, Books & Maps		267	53%	500		-	- %	-
606 · Employee Costs	28,417	208,755	39%	540,000	35,309	190,453	60%	315,503
618 · Liability Insurance		8,900	100%	8,900		6,012	100%	6,012
619 · Software Subscriptions	1,112	14,282	53%	27,000	795	22,807	85%	26,904
621 · IT Support	1,480	13,770	108%	12,700	1,370	5,740	46%	12,610
622 · Office Supplies - City Hall	404	2,899	45%	6,500	874	3,431	57%	6,000
623 · Office Equipment	1,940	7,818	40%	19,500	151	1,595	74%	2,150
624 · Office Equip Maintenance		1,879	40%	4,700	-	2,608	62%	4,200
625 · Printed Materials	484	1,633	82%	2,000	212	1,687	84%	2,000
626 · Postage-City Hall	108	641	29%	2,200	95	649	45%	1,428
628 · Bank Fees	241	2,017	70%	2,900	199	1,904	63%	3,020
630 · Legal & Professional						-		
63001-Accounting & Payroll services	6,600	42,900	65%	66,000	5,000	35,000	58%	60,000
63002 - Financial Audit		12,950	86%	15,000		-	0%	17,000
63003 - Legal	4,383	23,464	52%	45,000	2,917	23,797	63%	38,000
63005 - City Planner	5,430	22,425	28%	80,000	5,280	34,815	56%	62,525
63005.1 - Comprehensive Plan		-	- %	-		1,229	21%	5,979
63008 - Consultants	620	5,756	7%	85,000	2,692	20,112	- %	29,500
63009 - Engineering		6,700	- %	-		-	- %	-
632 · Emergency Management		-	- %	-		-	- %	-
645 · Transcription Services		-	- %	-		-	- %	-
646 · Mileage Expense		89	89%	100		74	100%	74
647 · Council Meetings & Development		78	3%	2,500	115	2,098	100%	2,098
648 · Training		-	- %			-		
64801 · Administrative Training	75	740	11%	7,000	989	1,195	- %	1,637
64802 · City Council Training	1,103	1,658	41%	4,000		-	- %	-

City of McLendon Chisholm
General Fund Financial Summary
For the seven months ended April 30, 2023

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	April 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	April 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
649 · Expense Account - City Administrator		723	- %	2,000		-	0%	50
650 · Expense Account - Mayor		50	- %	1,000		45	90%	50
652 · Staff Appreciation		1,889	94%	2,000		189	100%	189
655 · Code of Ordinance		-	0%	500		-	- %	-
699 · Miscellaneous Expense	71	97	0%	22,960		304	100%	304
						-	- %	
Total G & A Expenditures	\$ 52,466	\$ 382,383	40%	\$ 961,960	\$ 55,997	355,744	60%	\$ 597,233
31300 · Gain on Sale of Asset		(51,337)		\$ -				
700 · Capital Expenditures		33,185	11%	300,000		3,036	2%	185,000
Transfer to Public Safety Fund	(53,805)	559,138	36%	1,559,640	83,580	544,037	60%	905,274
Transfer to Capital Projects Fund		-	- %	-		1,061,054	92%	1,152,507
Total Capital Expenditures	\$ (53,805)	\$ 540,986	29%	\$ 1,859,640	\$ 83,580	\$ 1,608,127	72%	\$ 2,242,781
Total Expenditures	\$ 62,510	\$ 1,319,721	37%	\$ 3,545,500	\$ 174,588	\$ 2,306,318	66%	\$ 3,472,285
Surplus (Deficit)	\$ 88,946	\$ 853,234		\$ -	\$ 51,227	\$ 1,375,815	196%	\$ 700,390

City of McLendon Chisholm
Utility Fund Financial Summary
For the seven months ended April 30, 2023

	Current Period Revenue & Expenditures				Prior Period Revenue & Expenditures			
	April 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022- 2023 Adopted Budget	Apr 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
Revenue								
306 · Interest Income	\$ 4,217	\$ 20,462	818%	\$ 2,500	\$ 230	\$ 519	15%	\$ 3,358
Sewer Utility Revenue								
32200 · Sewer Usage Fees	34,460	\$ 363,041	58%	623,832	40,727	290,838	52%	560,820
32201 · Sewer Tap Fees	15,000	111,000	23%	486,000	27,000	366,000	68%	537,000
32204 · Sewer Deposit Refunds		(1,000)	26%	(3,800)	-	(2,646)	65%	(4,088)
Total Revenue	\$ 53,677	\$ 493,504	45%	\$ 1,108,532	\$ 67,957	\$ 654,710	60%	\$ 1,097,090
Expenditures								
Operation & Maintenance Expenditures								
Sewer Operation & Maintenance								
41304 · O&M Agreement	\$ 4,466	\$ 30,810	57%	\$ 54,000	\$ 4,294	\$ 28,710	57%	\$ 50,125
41305 · O&M Maintenance	1,313	78,135	156%	\$ 50,100	1,253	24,238	49%	\$ 49,275
41308 · Electricity	9	63	57%	110	9	63	0%	108
41310 · Sewer Treatment	38,597	271,343	59%	463,160	20,347	215,991	54%	399,275
41311 · Infiltration Contingency						3,175		
41312 · Tap Fee Developer Rebate	9,000	66,600	23%	291,600	16,200	219,600	68%	322,200
Total Operations Expenditures	\$ 53,385	\$ 446,951	52%	\$ 858,970	\$ 42,103	\$ 491,777	60%	\$ 820,983
600 · General & Administrative Exp	\$ 1,395	\$ 9,765	58%	\$ 16,700	\$ 1,274	\$ 9,192	59%	\$ 15,563
Total Expenditures	\$ 54,780	\$ 456,716	52%	\$ 875,670	\$ 43,377	\$ 500,969	60%	\$ 836,546
Surplus (Deficit)	\$ (1,102)	\$ 36,787	16%	\$ 232,862	\$ 24,580	\$ 153,741	0%	\$ 260,544

City of McLendon Chisholm
Debt Service Fund
For the seven months ended April 30, 2023

	Current Period Revenue & Expenditures				Prior Period Revenue & Expenditures			
	April 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	April 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
Revenue								
Ad Valorem Tax								
317 - Ad Valorem Tax	\$ 5,018	151,640	112%	\$ 135,579	\$ 490	\$ 117,934	97%	\$ 121,800
306 - Investment Income	560	4,530	- %	-	(136)	\$ (1,111)	-185%	600
Transfer from Excess Bond Proceeds		-	- %	-		\$ -	- %	-
Transfer from Fund Balance		-	- %	8,586		-	- %	28,163
Total Revenue and Transfers In	\$ 5,577	\$ 156,170	108%	\$ 144,165	\$ 355	\$ 116,823	78%	\$ 150,563
Expenditures								
628 - Bank Fees Expense	\$ 750	\$ 1,100		\$ 1,100	\$ 750	\$ 1,100	100%	\$ 1,100
660 - Bond Interest Expense	4,380	30,660	64%	\$ 48,065	4,539	\$ 31,773	58%	\$ 54,463
803 - Bond Premium Amortization		-				\$ -		
Transfer To Bond Principal		95,000	- %	95,000		\$ 95,000	100%	95,000
Total Expenditures and Transfers Out	\$ 5,130	\$ 126,760	88%	\$ 144,165	\$ 5,289	\$ 127,873	85%	\$ 150,563
Surplus (Deficit)	\$ 447	\$ 29,410	- %	\$ -	\$ (4,934)	\$ (11,050)	- %	\$ -

City of McLendon Chisholm
Public Safety Fund
For the seven months ended April 30, 2023

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	April 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	April 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget
Revenue								
Interest Income								
30600 · Alliance Interest Income	\$ 153	\$ 942	124%	\$ 760	\$ 72	\$ 265	%	\$ 1,000
30602 · Logic Interest Income	\$ 1,589	\$ 9,674						
313 · Donations		500	45%	1,100	100	1,100	%	1,100
316 · County Contract	127,813	127,813	100%	127,500		77,500	100%	77,500
319 · Grants		0	%			0		
Transfer from General Fund	(53,805)	559,137	36%	1,566,640	83,580	544,036	60%	910,456
Total Revenue	\$ 75,750	\$ 698,066	41%	\$ 1,696,000	\$ 83,752	622,901	63%	\$ 990,056
Expenditures								
Operating Expenditures								
43001 · Liability Insurance		\$ 13,284	98%	\$ 13,600		\$ 10,134	100%	\$ 10,140
43002 · Fuel	1,098	9,491	43%	21,900	1,596	10,800	49%	21,900
43003 · Maintenance & Repair - Vehicles	311	32,436	65%	50,000	490	28,821	69%	41,800
43004 · Maintenance & Repair - Station	1,031	8,034	85%	9,500	576	6,088	41%	15,000
43005 · Gear and Supplies	629	30,776	88%	35,000	1,244	33,853	81%	42,050
43006 · Compliance	845	5,542	92%	6,000	0	5,111	85%	6,000
43007 · Communications		0	0%	17,500		0	0%	17,250
43008 · Dispatch		10,000	100%	10,000		10,000	100%	10,000
43009 · Training		2,828	28%	10,000	1,150	5,546	55%	10,000
43030 · EMS	1,620	8,551	132%	6,500	1,428	4,883	67%	7,248
Total Operating Expenditures	\$ 5,534	\$ 120,942	67%	\$180,000	\$ 6,483	115,237	64%	\$181,388
Public Safety - Law Enforcement				500,000				
Occupancy Expenditures								
502 · Electricity	\$ 682	\$ 5,702	71%	\$ 8,000	\$ 694	\$ 5,208	65%	\$ 8,000
506 · Water	48	1,619	54%	3,000	160	2,286	78%	2,930
520 · Telephone & Internet	155	1,085	42%	2,600	155	1,810	72%	2,500
Total Occupancy Expenditures	\$ 885	\$ 8,406	62%	\$ 13,600	\$ 1,009	9,304	69%	\$ 13,430

City of McLendon Chisholm
Public Safety Fund
For the seven months ended April 30, 2023

	Current Period Revenue and Expenses				Prior Period Revenue and Expenses			
	April 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget	April 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2020-2021 Amended Budget
General & Administrative Exp								
606 · Employee Costs	69,331	\$ 553,296	56%	985,000	75,059	432,015	60%	717,526
61802 · Property Insurance		12,994	96%	13,600		11,592		11,592
619 · Software Subscriptions		2,429	106%	2,300		2,358	102%	2,320
652 · Staff Appreciation		0	0%	1,500		285	36%	800
699 · Miscellaneous Expenses		0	%		1,200	1,441	0%	
Total General & Administrative Exp	\$ 69,331	\$ 568,719	57%	\$ 1,002,400	\$ 76,259	447,691	61%	\$ 732,238
700 · Capital Expenditures		0		0		50,670		63,000
Total Expenditures	\$ 75,750	\$ 698,066		\$ 1,696,000	\$ 83,752	\$ 622,901		\$ 990,056
Surplus/(Deficit)	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -

City of McLendon Chisholm
 ARPA Expenditures Fund
 For the seven month ended April 30, 2023

	Current Period Revenue & Expenditures					Prior Period Revenue & Expenditures			
	April 2023 Actuals	Current YTD Actuals	% of Budget Current YTD	FY 2022-2023 Adopted Budget		April 2022 Actuals	Prior YTD Actuals	% of Budget Current YTD	FY 2021-2022 Amended Budget
Revenue									
30602 · Interest Income	\$ 3,600	\$ 20,207							
319.1 · ARPA Grant		\$ -		\$ -			\$ -		
Total Revenue	<u>\$ 3,600</u>	<u>20,207</u>				<u>\$ -</u>	<u>\$ -</u>		
		-	- %	\$ -		\$ -	\$ -		
41014 · Impact Fee Study	2,080	9,540	- %	-			\$ -		-
Total Expenditures	<u>\$ 2,080</u>	<u>\$ 9,540</u>	<u>- %</u>	<u>\$ -</u>		<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>
Surplus/(Deficit)	<u>\$ 1,520</u>	<u>\$ 10,667</u>	<u>- %</u>	<u>\$ -</u>		<u>\$ -</u>	<u>\$ -</u>		<u>\$ -</u>

/

City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of April, 2023

	ARPA Fund	Debt Service Fund	General Fund	Public Safety	Utilities Fund
Revenue					
302 Franchise Income					
30204-1 DirecTV			426.92		
30213-1 Community Waste Disposal			731.34		
Total 302 Franchise Income	\$ 0.00	\$ 0.00	\$ 1,158.26	\$ 0.00	\$ 0.00
303 Development Income					
30304 Plat Income			2,895.00		
30308 From Development Account			26,130.00		
Total 303 Development Income	\$ 0.00	\$ 0.00	\$ 29,025.00	\$ 0.00	\$ 0.00
304 Building Permit Income					
30401 Contractor Registration Fee Inc			500.00		
30404 Inspection Income			7,700.00		
30405 Building Permit & Plan Review			21,138.70		
30408 Swimming Pool Permits			375.00		
Total 304 Building Permit Income	\$ 0.00	\$ 0.00	\$ 29,713.70	\$ 0.00	\$ 0.00
306 Interest Income					
30600 Alliance Interest Income			8,112.46	152.60	2,398.04
30602 Logic Interest Income	3,600.00	52.42	9,585.02	1,589.31	1,819.14
30603 Tex Pool Interest Income			77.55		
30607 Wilmington Accrued Int Income		507.16			
Total 306 Interest Income	\$ 3,600.00	\$ 559.58	\$ 17,775.03	\$ 1,741.91	\$ 4,217.18
308 Septic Fees					
30801 OSSF Fee Income			575.00		
Total 308 Septic Fees	\$ 0.00	\$ 0.00	\$ 575.00	\$ 0.00	\$ 0.00
310 Sales Tax Revenue			49,778.78		
313 Donations					
313.2 Veterans Memorial Fundraising C			-70.00		
Total 313 Donations	\$ 0.00	\$ 0.00	\$ 70.00	\$ 0.00	\$ 0.00
315 Miscellaneous Income			129.02		
316 County Contract				127,813.00	
317 Ad Valorem Tax					
31701 Ad Valorem Tax - M&O			16,204.72		
31702 Ad Valorem Tax - Debt Service		3,543.60			

City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of April, 2023

	ARPA Fund	Debt Service Fund	General Fund	Public Safety	Utilities Fund
31703 Ad Valorem Refunds - M&O			-1,919.64		
31705 Ad Valorem Tax - Prior Years		1,591.00	7,566.76		
31706 Ad Valorem Tax - Penalty		217.45	1,010.18		
31708 Ad Valorem Refunds - Debt Svc		-416.69			
31709 Ad Valorem Tax - Interest		82.24	355.44		
31710 Ad Valorem Tax - Misc Adj			21.04		
37112 Ad Valorem Business Property			0.00		
Total 317 Ad Valorem Tax	\$ 0.00	\$ 5,017.60	\$ 23,238.50	\$ 0.00	\$ 0.00
321 Credit Card Fee Revenue			132.07		
322 Sewer Utility Revenue					
32200 Sewer Usage Fees					34,460.48
32201 Sewer Tap Fees					15,000.00
Total 322 Sewer Utility Revenue	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 49,460.48
Total Income	\$ 3,600.00	\$ 5,577.18	\$ 151,455.36	\$ 129,554.91	\$ 53,677.66
Gross Profit	\$ 3,600.00	\$ 5,577.18	\$ 151,455.36	\$ 129,554.91	\$ 53,677.66
Expenses					
400 Operating Expenditures					
410 Contracted Services					
41003 Building Inspections			17,730.00		
41005 City Planner - Development			2,985.00		
41006 Other Consultants - Development			12,062.00		
41007 Environmental & Health Inspect			870.00		
41008 Animal Control			1,590.42		
41014 Impact Fee Study	2,080.00				
Total 410 Contracted Services	\$ 2,080.00	\$ 0.00	\$ 35,237.42	\$ 0.00	\$ 0.00
411 Vehicles Expenses			20.00		
412 Supplies			213.44		
415 Chapter 380 Grant Program			21,730.00		
422 Public Notice Expense			3,298.00		
429 Street Lights			233.63		
Total 400 Operating Expenditures	\$ 2,080.00	\$ 0.00	\$ 60,732.49	\$ 0.00	\$ 0.00
413 Sewer Operation & Maintenance					
41304 O&M Agreement					4,466.25
41305 Nonstandard O&M Expense					1,312.69

City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of April, 2023

	ARPA Fund	Debt Service Fund	General Fund	Public Safety	Utilities Fund
41308 Electricity					9.04
41310 Sewer Treatment					38,597.00
41312 Tap Fee Developer Rebate					9,000.00
Total 413 Sewer Operation & Maintenance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 53,384.98
430 Public Safety - Fire Department					
43002 Fuel				1,097.80	
43003 Maintenance & Repair - Vehicles				310.85	
43004 Maintenance & Repair - Station				1,030.55	
43005 Gear and Supplies				629.42	
43006 Compliance				845.00	
43030 EMS				1,620.34	
Total 430 Public Safety - Fire Department	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,533.96	\$ 0.00
500 Occupancy Expenditures					
502 Electricity			252.96	682.20	
506 Water			267.73	48.48	
514 Building Maint/Improvements			997.26		
516 Lawn Maintenance			719.19		
520 Telephone & Internet			758.98	154.95	
522 Website Expense			120.00		
Total 500 Occupancy Expenditures	\$ 0.00	\$ 0.00	\$ 3,116.12	\$ 885.63	\$ 0.00
600 General & Administrative Exp					
606 Employee Costs					
60601 Staff Salaries			20,230.68	50,728.56	
60602 Paid Time Off			289.38	414.00	
60604 Holiday Pay			151.20	457.92	
60609 Payroll Tax Expense			1,590.51	3,916.96	
60612 Retirement Plan Contributions			1,567.29	3,540.26	
60613 Health Insurance Expense			2,747.59	9,606.10	
60614 Dental Insurance Expense			184.92	616.40	
60615 Vision Insurance			21.04	50.48	
60619 HRA Rembursements			1,173.01		
60622 Taxable Fringe Benefits			461.52		
Total 606 Employee Costs	\$ 0.00	\$ 0.00	\$ 28,417.14	\$ 69,330.68	\$ 0.00
619 Software Subscriptions			1,111.80		

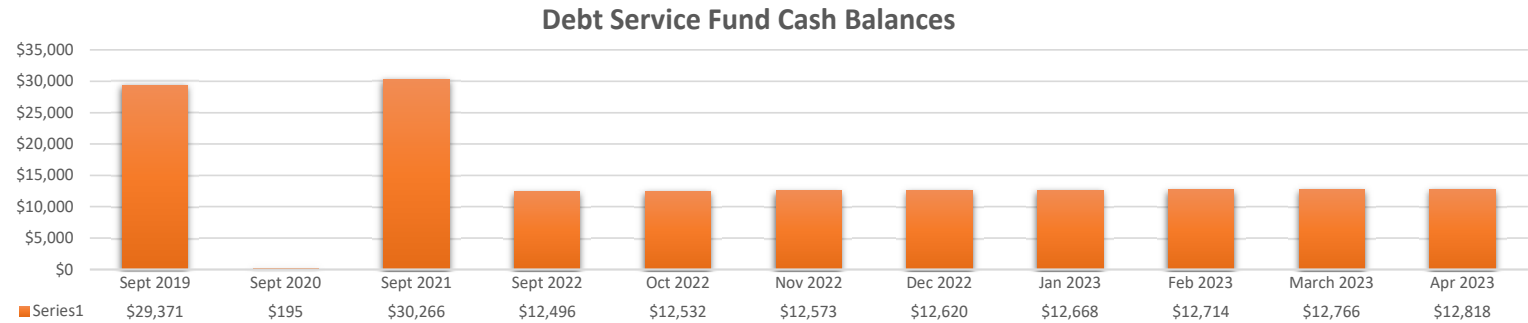
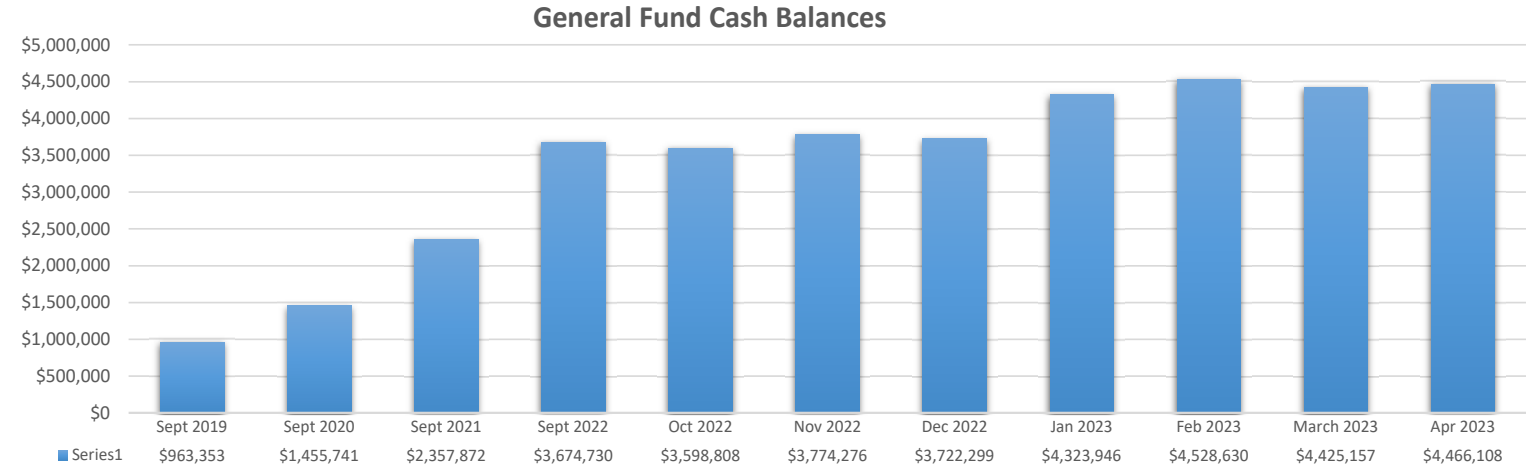
City of McLendon Chisholm
Detail Statement of Revenue & Expenditures by Fund
For the Month of April, 2023

	ARPA Fund	Debt Service Fund	General Fund	Public Safety	Utilities Fund
621 IT Support			1,480.00		
622 Office Supplies - City Hall			403.58		
623 Office Equipment			1,940.00		
625 Printed Materials			483.70		
626 Postage-City Hall			108.37		
628 Bank Fees					
62801 Service Charges			240.65		
62803 Wilmington Trust Fees		750.00			
Total 628 Bank Fees	\$ 0.00	\$ 750.00	\$ 240.65	\$ 0.00	\$ 0.00
630 Legal & Professional					
63001 Accounting & Payroll Services			6,600.00		1,395.00
63003 Legal			4,382.78		
63005 City Planner			5,430.00		
63008 Financial Consulting			620.00		
Total 630 Legal & Professional	\$ 0.00	\$ 0.00	\$ 17,032.78	\$ 0.00	\$ 1,395.00
648 Training					
64801 Admin Training			75.00		
64802 Council Training			1,103.00		
Total 648 Training	\$ 0.00	\$ 0.00	\$ 1,178.00	\$ 0.00	\$ 0.00
660 Bond Interest Expense		4,380.21			
699 Miscellaneous Expenses			70.60		
Total 600 General & Administrative Exp	\$ 0.00	\$ 5,130.21	\$ 52,466.62	\$ 69,330.68	\$ 1,395.00
Total Expenses	\$ 2,080.00	\$ 5,130.21	\$ 116,315.23	\$ 75,750.27	\$ 54,779.98
Net Operating Income	\$ 1,520.00	\$ 446.97	\$ 35,140.13	\$ 53,804.64	-\$ 1,102.32
Net Surplus/(Deficit)	\$ 1,520.00	\$ 446.97	\$ 35,140.13	\$ 53,804.64	-\$ 1,102.32

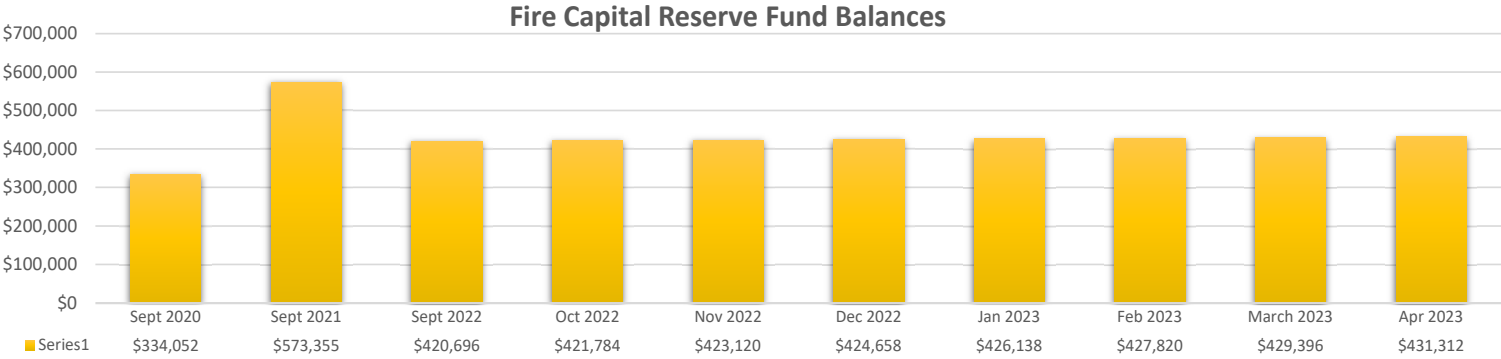
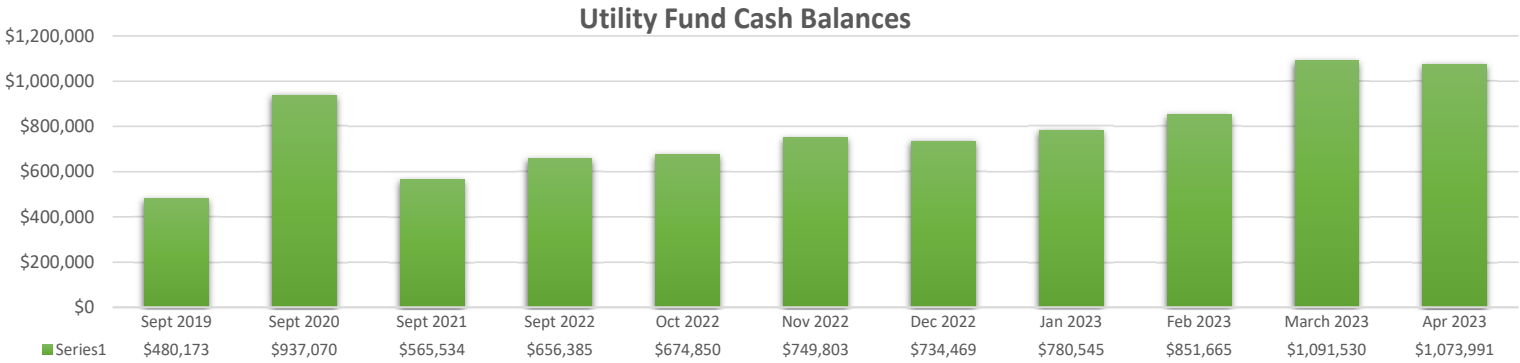
City of McLendon Chisholm
Cash Account Balances

Fund	Account	Sept 30,22	Oct 31, 22	Nov 30, 22	Dec 31, 22	Jan 31, 23	Feb 28, 23	March 30, 23	Apr 30, 23
Debt Service	130 · 9003 Logic I&S Fund	12,496	12,532	12,573	12,620	12,668	12,714	12,766	12,818
I&S Total		12,496	12,532	12,573	12,620	12,668	12,714	12,766	12,818
General	100 · 3738 - Alliance Operating	1,468,125	1,386,366	1,554,695	1,494,554	2,087,662	2,284,150	2,171,499	2,203,199
General	103 · Texpool 300001	19,278	19,326	19,383	19,449	19,449	19,586	19,663	19,741
General	125 · Logic - 9001 General Fund Reserves	304,223	305,028	306,013	307,140	308,327	309,448	310,714	311,990
General	127 · Logic-9004 Operating	1,883,103	1,888,088	1,894,185	1,901,157	1,908,508	1,915,446	1,923,281	1,931,178
General Total		3,674,729	3,598,808	3,774,276	3,722,299	4,323,946	4,528,630	4,425,157	4,466,108
Utility	106 · 5071 - Alliance Utility Fund	222,597	239,914	313,463	296,523	340,905	410,427	648,487	629,129
Utility	126 · Logic - 9002 Utility Fund	433,788	434,936	436,341	437,947	439,640	441,238	443,043	444,862
Utility Total		656,385	674,850	749,803	734,469	780,545	851,665	1,091,530	1,073,991
Fire Capital Reserve	102 · 634 Alliance Construction	41,715	41,800	41,909	42,044	42,044	42,329	42,329	42,656
Fire Capital Reserve	128 · 9005 Logic Fire Dept Reserve	378,981	379,984	381,211	382,614	384,094	385,490	387,067	388,656
Reserves Total		420,696	421,784	423,120	424,658	426,138	427,820	429,396	431,312
ARPA Fund	131 · Logic 9007 ARPA Fund	860,152	861,293	863,495	866,673	870,024	873,187	876,759	880,359
ARPA Fund Total		860,152	861,293	863,495	866,673	870,024	873,187	876,759	880,359
Total		5,624,458	5,569,267	5,823,268	5,760,719	6,413,321	6,694,015	6,835,608	6,864,588

City of McLendon Chisholm
Cash Balance Report
As of April 30, 2023



City of McLendon Chisholm
Cash Balance Report
As of April 30, 2023





TEXAS COMPLIANCE SOLUTIONS

Harold (Buddy) Markham Jr.

972-935-3655

Email: buddy@texascompliancesolutions.com

SERVICE REPORT

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

Plan Reviews (PRC): 21

- (16) Approved
- (5) Denied

Permits Issued: 16

- (8) New Single Family
- (8) Accessory

Inspections: 63

- (39) stage inspections
- (24) 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 4.3-4.7.2023

Weekly Report 4.10-4.14.2023

Weekly Report 4.17-4.21.2023

Weekly Report 4.24-4.28.2023

TCS MONTHLY PERMIT REPORT
CITY OF MCLENDON-CHISHOLM

April 2023

NSF				
ADDRESS	BUILDER	VALUATION	SQ FEET	PERMIT FEE
204 Heirloom	Altura Builders	\$340,867.00	3,375	
212 Heirloom	Altura Builders	\$386,361.00	4,463	
216 Heirloom	Altura Builders	\$401,317.00	4,261	
1534 Ripasso Way	Perry Homes	\$925,900.00	4,226	
1440 Arezzo	Perry Homes	\$925,900.00	4,099	
1834 Abruzzo	Castlerock	\$511,900.00	3,463	
118 Endowment	Altura Builders	\$370,400.00	4,264	
2738 Dowell	Risinger Construction	\$600,000.00		

NSF permits YTD = 34

ACCESSORY				
ADDRESS	BUILDER/OWNER	VALUATION	TYPE	PERMIT FEE
1028 Kingsbridge	Monument Solar	\$98,629.00	Solar	
1533 Vista Ct	Hobert Pools	\$100,000.00	Pool	
413 Cattle Barron Dr	AAA Yards		Driveway	
1288 Somerset	Convenant Signature Homes	\$24,000.00	Pavilion	
1952 Frediano	INO Developer	\$3,920.00	Solar	
1323 Prato	Hobert Pools	\$90,000.00	Pool	
1630 Salvatore	CMS Solutions	\$5,000.00	Patio	
1501 Barrolo	Stalwart Outdoor Living		Patio	

TCS WEEKLY REPORT
CITY OF McLendon-Chisholm
WEEK OF: April 3-7, 2023

ADDRESS	SERVICES	STATUS	NOTES
1028 Kingsbridge	PRC 1	Approved	Solar
1533 Vista Ct	PRC 1	Approved	Pool
681 Frontier	Deck Bonding	Green	Pool
1815 Navarre Way	Perm Meter	Green	
1916 Frediano	Stage 3	RED	
1627 Ripasso Way	Stage 2	Green	
1633 Ripasso Way	Stage 2	Green	
1943 Frediano	Stage 5	Green	
1623 Vista Ct	Stage 5	Green	
1422 Arezzo	Tpole	Green	
1847 Moscatel	Stage 3	Green	Patio
1823 Navarre Way	Stage 5	Green	
1028 Kingsbridge	Final	Green	Solar
1819 Navarre Way	Stage 5	Green	
1948 Frediano	Stage 5	Green	
1936 Frediano	Stage 5	Green	
1955 Frediano	Stage 5	Green	
1533 Ripasso Way	Stage 2	Green	
1718 Veneto	Final	Green	Patio

TCS WEEKLY REPORT
CITY OF McLendon-Chisholm
WEEK OF: April 10-14, 2023

ADDRESS	SERVICES	STATUS	NOTES
413 Cattle Barron Dr	PRC 1	Approved	Driveway
3 Granite Ridge Dr	Generator Elec	Green	
1916 Frediano	Stage 3	Green	reinspect
1979 Frediano	Perm Elec	Green	
1754 San Donato	Stage 2/flatwork	Green	
118 Endowment	PRC 1	Not Approved	
204 Heirloom	PRC 2	Approved	
212 Heirloom	PRC 2	Approved	
216 Heirloom	PRC 2	Approved	
1534 Ripasso Way	PRC 1	Approved	
1440 Arezzo	PRC 1	Approved	
1834 Abruzzo	PRC 1	Approved	
118 Endowment	PRC 2	Not Approved	
1550 Vista Ct	Stage 5	Green	
1621 Ripasso Way	Stage 2	Green	
1540 Ripasso Way	Stage 2	Green	
1522 Ripasso Way	Stage 2	Green	
1433 Arezzo	Stage 5	Green	
1515 Ripasso Way	Tpole	Green	
1434 Arezzo	Stage 5	Green	
1847 Moscatel	Stage 5	Green	Patio Cover
1927 Rondinella	Perm Elec	Green	
1967 Frediano	Stage 5	Green	
1806 Moscatel	Stage 5	Green	
1603 Ripasso Way	Tpole	Green	

TCS WEEKLY REPORT
CITY OF McLendon-Chisholm
WEEK OF: April 17-21, 2023

ADDRESS	SERVICES	STATUS	NOTES
118 Endowment	PRC 3	Approved	
871 FM 550	PRC 1	Not Approved	Barn
1733 San Donato	Perm Elec	Green	
1737 San Donato	Stage 5	Green	
1844 Moscatel	Stage 2	Green	
1844 Moscatel	Tpole	Green	
1288 Somerset	PRC 2	approved	Pavillion
1952 Frediano	PRC 1	Approved	solar
317 Pheasant Hill	PRC 1	Not Approved	
2738 Dowell	PRC 2	Approved	
1534 Vista Court	Pool Decking	Green	
1717 Salvatore	Stage 5	Green	
1707 Corvina	Stage 5	Green	
1740 Salvatore	Stage 3	Green	
1919 Frediano	Stage 5	Green	
1991 Frediano	Tpole	Green	
1991 Frediano	Stage 2	Green	
1835 Moscatel	Stage 5	Green	
1503 Ripasso Way	Stage 5	Green	
1509 Ripasso Way	Stage 3	Green	
1422 Arezzo	Stage 2	Green	
1427 Arezzo	Stage 2	Green	
1234 Livorno Dr	Structural	Green	Garage

TCS WEEKLY REPORT
CITY OF McLendon-Chisholm
WEEK OF: April 24-28, 2023

ADDRESS	SERVICES	STATUS	NOTES
1323 Prato	PRC 1	Approved	Pool
1539 Ripasso Way	Stage 5	Green	
623 Stampede	PRC 1	Not Approved	Barn
1630 Salvatore	PRC 1	Approved	Patio Extension
1501 Barrolo	PRC 1	Approved	Patio Extension
1550 Vista Ct	Final	RED	Pool
1631 Vista	Tpole	Green	
1630 Salvatore	Flatwork	RED	
1939 Frediano	Stage 3	RED	
1096 FM 1139	Final	Green	Solar
1844 Moscatel	Flatwork	Green	
1831 Moscatel	Perm Elec	Green	
1521 Ripasso	Stage 3	Green	
1710 Veneto	Stage 5	Green	
118 Endowment	Tpole	Green	
216 Heirloom	Tpole	Green	
212 Heirloom	Tpole	Green	

TCS MONTHLY PERMIT REPORT**CITY OF MCLENDON-CHISHOLM**

April 2023

NSF				
ADDRESS	BUILDER	VALUATION	SQ FEET	PERMIT FEE
204 Heirloom	Altura Builders	\$340,867.00	3,375	
212 Heirloom	Altura Builders	\$386,361.00	4,463	
216 Heirloom	Altura Builders	\$401,317.00	4,261	
1534 Ripasso Way	Perry Homes	\$925,900.00	4,226	
1440 Arezzo	Perry Homes	\$925,900.00	4,099	
1834 Abruzzo	Castlerock	\$511,900.00	3,463	
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2738 Dowell	Risinger Construction	\$600,000.00		

NSF permits YTD = 34

ACCESSORY				
ADDRESS	BUILDER/OWNER	VALUATION	TYPE	PERMIT FEE
1028 Kingsbridge	Monument Solar	\$98,629.00	Solar	
1533 Vista Ct	Hobert Pools	\$100,000.00	Pool	
413 Cattle Barron Dr	AAA Yards		Driveway	
1288 Somerset	Convenant Signature Homes	\$24,000.00	Pavilion	
1952 Frediano	INO Developer	\$3,920.00	Solar	
1323 Prato	Hobert Pools	\$90,000.00	Pool	
1630 Salvatore	CMS Solutions	\$5,000.00	Patio	
1501 Barrolo	Stalwart Outdoor Living		Patio	

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



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.

	Apr-2023	Mar-2023	Feb-2023	Jan-2023	Dec-2022	Nov-2022	Oct-2022	Sep-2022	Aug-2022	Jul-2022	Jun-2022	May-2022
Homes	1,355	1,355	1,299	1,299	1,299	1,299	1,299	1,299	1,299	1,223	1,223	1,223
Resi Rcy Tonnage	46.33	52.37	8.83	40.27	32.62	28.71	20.46	23.58	38.81	38.62	40.47	47.81
Pounds / Home / Month	68.38	77.30	13.60	62.00	50.22	44.20	31.50	36.30	59.75	63.16	66.18	78.18



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.

	Apr-2023	Mar-2023	Feb-2023	Jan-2023	Dec-2022	Nov-2022	Oct-2022	Sep-2022	Aug-2022	Jul-2022	Jun-2022	May-2022
Service Opportunities	11,734	11,734	11,249	11,249	11,249	11,249	11,249	11,249	11,249	10,591	10,591	10,591
Service Inquiries	12	37	7	7	6	11	16	22	16	11	23	8
Per 1,000 Service Opps	1.02	3.15	0.62	0.62	0.53	0.98	1.42	1.96	1.42	1.04	2.17	0.76



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 04/01/2023 - 04/30/2023

Date	Account	Address	Service Type	Service Code
04/21/2023	108255-1841	GABRIEL ACEVEDO		
Total : 1				
04/15/2023	108255-1068	DAWN HARGIS	RESI-RECYCLE	SERVICE RCYCART
04/21/2023	108255-1761	LAGETTA GREEN	RESI-RECYCLE	SERVICE RCYCART
Total RESI-RECYCLE: 2				
04/06/2023	108255-1597	CARLA MEDRANO	RESI-TRASH	SERVICE TRASH CART
04/06/2023	108255-1597	CARLA MEDRANO	RESI-TRASH	SERVICE TRASH CART
04/07/2023	108255-1846	TIM RICHARDS	RESI-TRASH	SERVICE TRASH CART

04/14/2023	108255-253	ANDREW DILLON	RESI-TRASH	SERVICE TRASH CART
04/14/2023	108255-403	GRIFFIN DENNIS W	RESI-TRASH	SERVICE TRASH CART
04/17/2023	108255-1922	DEE DIERKES	RESI-TRASH	SERVICE TRASH CART
04/20/2023	108255-231	BRENT & LEAH RODEMEYER	RESI-TRASH	SERVICE TRASH CART
04/21/2023	108255-403	GRIFFIN DENNIS W	RESI-TRASH	SERVICE TRASH CART
04/21/2023	108255-1670	LINDA & RICK HANSKEN	RESI-TRASH	SERVICE TRASH CART

Total RESI-TRASH: 9

Total Inquiries: 12

Report Time: 05/11/2023 07:46:07
Incident Number:
From Date: 04/01/2023 00:00:00
Last Name:
Plate #:
Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number:
To Date: 04/30/2023 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	Police Call Type	Fire Call Type	EMS Call Type
4/30/2023 23:08	Extra Patrol		
4/30/2023 22:28	Motorist Assist		
4/30/2023 21:21	Disturbance Noise		
4/30/2023 3:50	Extra Patrol		
4/30/2023 3:43	Extra Patrol		
4/30/2023 3:38	Extra Patrol		
4/29/2023 22:47	Traffic Stop		
4/29/2023 2:46	Traffic Stop		
4/29/2023 2:11	Suspicious Person/Vehicle		
4/29/2023 2:10	Business Check		
4/28/2023 17:30	Alarm		
4/28/2023 16:32	Meet Complainant		
4/28/2023 9:54	Meet Complainant		
4/27/2023 22:43	Neighborhood Check		
4/27/2023 16:20	Solicitor		
4/27/2023 15:20	Reckless Driver		
4/27/2023 13:13	CPS Referral		
4/27/2023 8:40	Extra Patrol		
4/27/2023 8:07	Traffic Stop		
4/27/2023 7:44	Extra Patrol		
4/26/2023 23:49	Suspicious Activity		
4/26/2023 17:26	Reckless Driver		
4/26/2023 11:29		Medical Call	Medical Call

Report Time: 05/11/2023 07:46:07
Incident Number:
From Date: 04/01/2023 00:00:00
Last Name:
Plate #:
Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number:
To Date: 04/30/2023 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	Police Call Type	Fire Call Type	EMS Call Type
4/26/2023 9:19	Traffic Stop		
4/25/2023 8:39	Accident Major	Accident Major	Accident Major
4/25/2023 8:15	Follow Up		
4/25/2023 5:00	Traffic Stop		
4/24/2023 21:07	Medical Call	Medical Call	Medical Call
4/24/2023 19:20	Animal Loose Livestock		
4/24/2023 16:18	Reckless Driver		
4/24/2023 12:37	Suspicious Activity		
4/24/2023 11:13	Follow Up		
4/24/2023 8:39	Accident Hit & Run		
4/23/2023 22:27	Traffic Stop		
4/23/2023 21:05	Extra Patrol		
4/23/2023 13:39		Medical Call	Medical Call
4/23/2023 0:58	Ciminal Mischief		
4/22/2023 9:25	Extra Patrol		
4/22/2023 6:36	Alarm		
4/22/2023 1:54	Traffic Stop		
4/21/2023 20:14	Alarm		
4/21/2023 8:04	Extra Patrol		
4/21/2023 7:59	Extra Patrol		
4/20/2023 22:15	Disturbance		
4/20/2023 18:45	Meet Complainant		
4/20/2023 16:38	Accident Major	Accident Major	Accident Major

Report Time: 05/11/2023 07:46:07
Incident Number:
From Date: 04/01/2023 00:00:00
Last Name:
Plate #:
Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number:
To Date: 04/30/2023 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	Police Call Type	Fire Call Type	EMS Call Type
4/20/2023 15:53	911 Hang up		
4/20/2023 14:48	Extra Patrol		
4/20/2023 9:00	Extra Patrol		
4/20/2023 8:33	Neighborhood Check		
4/20/2023 4:13	Extra Patrol		
4/20/2023 4:03	Extra Patrol		
4/20/2023 3:57	Extra Patrol		
4/19/2023 23:08	Extra Patrol		
4/19/2023 13:13	Alarm		
4/18/2023 14:28	Suspicious Person/Vehicle		
4/18/2023 4:10	Extra Patrol		
4/18/2023 3:50	Extra Patrol		
4/18/2023 2:30		Medical Call	Medical Call
4/17/2023 22:40	Extra Patrol		
4/17/2023 15:24	Alarm		
4/16/2023 8:05		Alarm Medical	Alarm Medical
4/15/2023 19:21		Medical Call	Medical Call
4/15/2023 17:04	Assault	Assault	
4/15/2023 11:11		Medical Call	Medical Call
4/14/2023 20:42	Business Check		
4/14/2023 5:00		Medical Call	Medical Call
4/13/2023 21:07	Business Check		
4/12/2023 15:30	Disturbance Noise		

Report Time: 05/11/2023 07:46:07
Incident Number:
From Date: 04/01/2023 00:00:00
Last Name:
Plate #:
Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number:
To Date: 04/30/2023 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	Police Call Type	Fire Call Type	EMS Call Type
4/11/2023 19:50		Utility Poles/Li	
4/11/2023 4:12	Extra Patrol		
4/11/2023 4:03	Extra Patrol		
4/11/2023 3:33	Extra Patrol		
4/11/2023 3:05	Extra Patrol		
4/11/2023 0:30	Disturbance		
4/10/2023 23:32	Extra Patrol		
4/10/2023 17:29	Meet Complainant		
4/10/2023 16:32	Accident Minor	Accident Minor	
4/10/2023 11:57		Medical Call	Medical Call
4/10/2023 3:54	Extra Patrol		
4/10/2023 3:28	Extra Patrol		
4/10/2023 3:16	Extra Patrol		
4/10/2023 2:59	Extra Patrol		
4/9/2023 19:04	Extra Patrol		
4/9/2023 3:34	Neighborhood Check		
4/8/2023 0:09	Reckless Driver		
4/7/2023 11:45		Lift Assist	Lift Assist
4/7/2023 9:31	Alarm		
4/7/2023 4:09	Neighborhood Check		
4/6/2023 4:18	Extra Patrol		
4/6/2023 4:12	Extra Patrol		
4/6/2023 4:03	Extra Patrol		

Report Time: 05/11/2023 07:46:07
Incident Number:
From Date: 04/01/2023 00:00:00
Last Name:
Plate #:
Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number:
To Date: 04/30/2023 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	Police Call Type	Fire Call Type	EMS Call Type
4/6/2023 3:53	Business Check		
4/6/2023 2:52	Neighborhood Check		
4/5/2023 5:22	Alarm		
4/4/2023 22:20	Extra Patrol		
4/4/2023 22:06	Extra Patrol		
4/4/2023 17:13		Medical Call	Medical Call
4/4/2023 12:53	Alarm Medical	Alarm Medical	Alarm Medical
4/3/2023 15:21	Civil Process		
4/3/2023 12:41		Medical Call	Medical Call
4/3/2023 11:06	Assist Other Agency		Assist Other Agency
4/3/2023 10:16	Traffic Stop		
4/3/2023 10:01	Traffic Stop		
4/2/2023 17:41	Suspicious Person/Vehicle		
4/2/2023 11:00	Property Damage		
4/2/2023 9:33	Alarm		
4/1/2023 19:44	Welfare Check	Medical Call	Welfare Check
4/1/2023 16:56	Suspicious Person/Vehicle		
4/1/2023 8:53	Neighborhood Check		
4/1/2023 8:26	Alarm		

Mark Woodruff

Year: 2023

	MAR												TOTAL
Builder Const-Time Violation	16												16
Total Violations	149												149
Total Inspections	155												155
Total Reinspections	158												158
Extensions Granted	1												1
Voluntary Compliance	148												148
Notification Letters (NOVs)	3												3
Door-tags (DTs)	146												146
Total Complaints	14												14
Valid Complaints	13	0	0	0	0	0	0	0	0	0	0	0	13
Invalid Complaints	1												1
City Abatements (CWOs)	0												0
Substandard Structures	1												1
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
3.29.2023	23171	451 S. Smith Road	Maria G. Lopez (still open in April)						
	00101								
	00102								
	00103								
	00104								
	00105								
	00106								
	00107								
	00108								
	00109								
	00110								

Mark Woodruff - Problem Properties/ MISC.

Property Address	Property Owner	Occupant	Vacant? Yes or No	Case Type	Date of Last Action
771 S. SH 205	Grace Wilson	None	Y	Substandard Str	4.03.23
Sonoma Verde Subdivision	SV, Kristi Adair (Communit Mgr)	N/A	N/A	Street Signs	4.02.23
871 E. FM 550	Bour SoCheat	Bour SoCheat	N/A	Acc Bldg - No pe	4.04.23
Pullen Road TX (Heritage)	Altura Builder	N/A	N/A	Trash & Debris	4.04.23
1300 Livorno Drive	Kathlyn Beam**	Same	N/A	Sign Complaint	4.10.23
RCAD ID 89245	-	N/A	N/A	Business Inquiry	4.11.23
871 E. FM 550	Bour SoCheat	Same	N	Stop Work Order	4/12/2023
City Wide	City Wide	N/A	N/A	Bandit Sign Rem	4.14.23
Potholes (3) locations/COMPLAIN	City of MC	N/A	N/A	Road Repair	4.19.23
Castlerock Builder	Same	N/A (vacant tracts)	N/A	High Grass	4.20.23
MC Spring Cleanup Campaign	MC Spring Cleanup Campaign	N/A	N/A	City-wide Cleanu	4.22.23
Street Sign Artesia & Wells Cir	Same	N/A	N/A	Street Sign Pole	4.25.23
1566 Vista Ct.	Forsell Properties, LLC	N/A - Vacant Lot	N/A	Trash & Debris	4.26.23
Klutts Drive	MC	N/A	N/A	Road Repair	4.26.23

Comments
Substandard Structures (3) on property. Waged complaint (Case # 23-172) sending notification to owner.
Kristi requested missing street sign count, hardware included. {Provided} HOA Will order and pay for.
(Judy>)accessory building being erected/no permit. Met with owner and advised to stop work/ obtain permit.
Trash Complaint (Mr. Gander) Spoke with Site Mgr. to have fence line cleaned; monitor for future violation(s)
** complaining about "No Outlet"sign on her street; Referred her to HOA Mgr (Kristi Adair) who requested signs
Jovan Granados; prepared documentation to send to Planning and City Administrator - Proposed Business
Request by Judy - issue a STOP WORK ORDER, no permit info and building continues. Placard posted today.
Bandit Sign Removal in ROW Areas, Utility Poles and Stop Signs.
Filled Potholes @ 5:00am; Klutts & 205, League & 205 and S. Smith Road = Project Completed
Cases 23-179 to 181 (3) Emailed to Builder to have all lots mowed and maintained to prevent more calls.
Saturday; Roadside cleanup of liter throughout the city. (15) volunteers and I got the job done!
Online complaint/leaning street sign; made the repairs and tampered down at the base to secure the pole.
Phone Complaint: Trash (rock) dumped on vacant lot; Sent notice to PO and updated complainant.
Phone Complaint: pothole on Klutts Dr. 1/4 mile from Hwy 205: Filled the pothole and project completed.

Location	Notes	Code
Apr 28, 2023 4:16 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control
Apr 26, 2023 3:46 PM 1473 via tuscana	picked up a contained stray dog	Animal Control
Apr 20, 2023 2:48 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control
Apr 14, 2023 4:39 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control
Apr 7, 2023 4:02 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control