



**AGENDA
CITY COUNCIL MEETING
TUESDAY, JUNE 27, 2023
1371 WEST FM 550 - McLENDON-CHISHOLM, TEXAS 75032
6:30 PM**

	Page
1. CALL TO ORDER	
2. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS	
3. RULES OF DECORUM	
4. PRESENTATIONS	
4.1. Presentation of the American Legion Terry Fisher Post 117 Great American Award to Mr. and Mrs. Gary Lovell. This award is in recognition of their tireless work and efforts in support of the Rockwall County Veteran community.	
5. CITIZEN COMMENTS	
6. CONSENT AGENDA	
6.1. Building Official Report - May 2023 Monthly Packet Monthly Report	4 - 16
6.2. CWD Report - May 2023 CWD Report	17 - 21
6.3. Sheriff's Report - May 2023 Sheriff Report	22 - 29
6.4. Code Compliance Report - May 2023 Code Compliance Report May 2023	30 - 33
6.5. Animal Control Report - May 2023 Animal Control	34
6.6. Fire May 2023 Calls by District May 2023 Calls by Incident Type	35 - 38
6.7. Action Regarding the Minutes of June 13, 2023, City Council Meeting 06.13.23	39 - 46

7. ITEMS FOR CONSIDERATION AND ACTION
 - 7.1. Discussion and action regarding removing members of the Planning & Zoning Commission from office. 47
[Staff Report](#)
 - 7.2. Appointments to Planning & Zoning Commission 48 - 56
[Recommendations](#)
[Applications](#)
 - 7.3. Appointments to Board of Adjustment 57 - 61
[Recommendations](#)
[Applications](#)
 - 7.4. Consider Renewal of City-Wide Solid Waste and Recycling Contract 62 - 63
[Staff Report](#)
 - 7.5. Petition for Consent to Addition of Land to a Municipal Utility District for River Rock Trails Municipal Utility District No. 2. 64 - 80
[Staff Report](#)
[Resolution MUD No. 2](#)
 - 7.6. Update on County Committees
 - 7.7. Discussion and possible action regarding the Development Agreement between Oak National Development LLC and the City of McLendon-Chisholm which is generally located adjacent to McLendon-Chisholm City Hall (County Parcel IDs 11447 and 11438). 81 - 95
[Development Agreement](#)
 - 7.8. Consider approval of a preliminary plat for a little over 16 acres of land for the development of a 25-lot residential subdivision with 9 open space/HOA lots. 96 - 110
[Application](#)
[Staff Report](#)
8. UPDATES, DISCUSSION AND DIRECTION TO STAFF
9. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

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

10. ADJOURN

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

I, Rochelle Green, do hereby certify that the above Notice of Meeting of the City Council of McLendon-Chisholm, Texas was posted at or before 5:00 p.m., June 23, 2023 on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.



TEXAS COMPLIANCE SOLUTIONS

Harold (Buddy) Markham Jr.

972-935-3655

Email: buddy@texascompliancesolutions.com

SERVICE REPORT

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

Plan Reviews (PRC): 45

- (34) Approved
- (11) Denied

Permits Issued: 34

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

Inspections: 71

- (38) stage inspections
- (33) 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 5.1-5.5.2023

Weekly Report 5.8-5.12.2023

Weekly Report 5.15-5.19.2023

Weekly Report 5.22-5.26.2023

Weekly Report 5.29-5.31.2023

TCS MONTHLY PERMIT REPORT
CITY OF MCLENDON-CHISHOLM

May 2023

ADDRESS		BUILDER		NSF		VALUATION		SQ FEET		PERMIT FEE	
1660 Salvatore		CastleRock Communities				\$399,910.00		5,713			
1609 Ripasso Way		Perry Homes				\$925,900.00		4,119			
1615 Ripasso Way		Perry Homes				\$925,900.00		3,671			
1614 Ripasso Way		Perry Homes				\$925,900.00		4,099			
204 Heirloom		Altura Builders				\$376,960.00		3,624			
1761 San Donato		Highland Homes						4,140			
144 Settlement		Altura Builders				\$427,503.00		4,261			
172 Settlement		Altura Builders				\$431,819.00		4,303			
164 Settlement		Altura Builders				\$408,417.00		4,463			
136 Settlement		Altura Builders				\$411,229.00		4,463			
135 Settlement		Altura Builders				\$431,819.00		4,303			
147 Settlement		Altura Builders				\$412,442.00		4,463			
184 Settlement		Altura Builders				\$324,044.00		3,843			
148 Settlement		Altura Builders				\$380,343.00		3,797			
160 Settlement		Altura Builders				\$381,487.00		3,797			
168 Settlement		Altura Builders				\$350,285.00		4,150			
141 Settlement		Altura Builders				\$382,934.00		4,264			
176 Settlement		Altura Builders				\$982,934.00		4,264			
317 Pheasant Hill Dr		JMS Custom Homes				\$579,733.00		4,267			
140 Settlement		Altura Builders				\$377,689.00		4,225			
1620 Ripasso Way		Perry Homes				\$723,900.00		5,391			
1410 Arezzo		Perry Homes				\$925,900.00		5,088			
1931 Frediano		Highland Homes				\$748,645.00		4,513			

NSF permits YTD = 57

ADDRESS	ACCESSORY			TYPE	PERMIT FEE
	BUILDER/OWNER	VALUATION			
1509 Via Toscano	Pool Stop	\$90,000.00	Pool		
2160 FM 550	Freedom Solar Power	\$98,483.00	Solar		
820 Frontier Trail	Tracey Barry	\$13,000.00	HVAC		
31 Windsor Dr	Aquatic Arts		Pool		
305 Pioneer Ct	Brad Higgins	\$18,674.00	Generator		
254 Quail Creek	Texas Rebath		Add on		
777 Paul Davis	Paul Davis	\$14,106.80	Generator		
1204 Artesia	Texas Outdoor Oasis	\$75,000.00	Awning		
467 McDonald	Splash Pad Pool Builder	\$134,100.00	Pool		
1513 Pisa Ct	CMS Construction		Patio		
871 E FM 550	Socheat Bour		Barn		

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

TCS MONTHLY PERMIT REPORT
CITY OF MCLENDON-CHISHOLM

May 2023

		NSF		
ADDRESS	BUILDER	VALUATION	SQ FEET	PERMIT FEE
1660 Salvatore				
1609 Ripasso Way				
1615 Ripasso Way				
1614 Ripasso Way				
204 Heirloom				
1761 San Donato				
144 Settlement				
172 Settlement				
164 Settlement				
136 Settlement				
135 Settlement				
147 Settlement				
184 Settlement				
148 Settlement				
160 Settlement				
168 Settlement				
141 Settlement				
176 Settlement				
317 Pheasant Hill Dr				
140 Settlement				
1620 Ripasso Way				
1410 Arezzo				
1931 Frediano				

NSF permits YTD = 57

		ACCESSORY		
ADDRESS	BUILDER/OWNER	VALUATION	TYPE	PERMIT FEE
1509 Via Toscano			Pool	
2160 FM 550			Solar	

820 Frontier Trail				HVAC	
31 Windsor Dr				Pool	
305 Pioneer Ct				Generator	
254 Quail Creek				Add on	
777 Paul Davis				Generator	
1204 Artesia				Awning	
467 McDonald				Pool	
1513 Pisa Ct				Patio	
871 E FM 550				Barn	

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

TCS WEEKLY REPORT
CITY OF MCLENDON_CHISHOLM
WEEK OF: May 1-5, 2023

ADDRESS	SERVICES	STATUS	NOTES
1509 Via Toscana	PRC 1	Approved	Pool
2160 FM 550	PRC 1	Approved	Solar
1515 Ripasso Way	Stage 2	Green	
1546 Ripasso Way	Flatwork	Green	
1545 Ripasso Way	Stage 3	Green	
1550 Vista Ct	Pool Final	Green	Reinspect
1603 Ripasso Way	Stage 2	Green	
1856 Navarre Way	Stage 5	RED	
2000 Connie Way	Solar Final	Green	
1660 Salvatore	PRC 1	Approved	nsf
1609 Ripasso Way	PRC 1	Approved	nsf
1615 Ripasso Way	PRC 1	Approved	nsf
820 Frontier Trail	PRC 1	Approved	HVAC
31 Windsor Dr	PRC 1	Approved	Pool
1450 FM 550	PRC 1	Not Approved	Add on
1614 Ripasso Way	PRC 1	Approved	nsf
204 Heirloom	PRC 3	Approved	nsf
317 Pheasant Hill	PRC 2	Not Approved	nsf
1835 Navarre Way	Pool Pre Plaster	Green	
1802 Verona	Perm Elec	Green	
1406 Via Toscano	Stage 5	RED	
1818 Moscatel	Flatwork	Green	
1923 Frediano	Flatwork	Green	
1734 San Donato	Flatwork	Green	
1608 Ripasso Way	Stage 3	Green	
1856 Navarre Way	Stage 5	RED	Reinspect
1815 Navarre Way	Stage 5	RED	

TCS WEEKLY REPORT
CITY OF MCLENDON-CHISHOLM
WEEK OF: May 8-12, 2023

ADDRESS	SERVICES	STATUS	NOTES
1450 FM 550	PRC 2	Not Approved	Add on
118 Endowment	Stage 2	Green	
1533 Vista Ct	Pool Belly Steel	Green	
1406 Via Toscana	Stage 5	Green	Reinspection
1702 Veneto	Stage 5	Green	
1856 Navarre Way	Stage 5	Green	Reinspection
1815 Navarre Way	Stage 5	Green	Reinspection
1939 Frediano	Stage 3	Green	Reinspection
1935 Frediano	Stage 3	Green	
1843 Verona	Pool Deck	Green	
1807 Moscatel	PRC 1	Not Approved	Patio
1761 San Donato	PRC 1	Approved	NSF
1204 Artesia	PRC 1	Not Approved	Patio/Kitchen
681 Frontier Trail	Pool Pre Plaster	Green	
1834 Abruzzo	Tpole	Green	
467 McDonald	Stage 3	Green	
1652 Vista Ct	Awning Foundation	Green	
1546 Ripasso Way	Perm Elec	Green	
204 Heirloom	Tpole	Green	
1846 Verona	Perm Elec	Green	

TCS WEEKLY REPORT
CITY OF McLendon-Chisholm
WEEK OF: May 15 - 19, 2023

ADDRESS	SERVICES	STATUS	NOTES
395 FM 550	PRC 1	Not Approved	Barn
1424 Via Toscano	Solar Final	Green	
1847 Navarre Way	Stage 5	Green	
1288 Somerset	Stage 2	Green	
1627 Ripasso Way	Stage 3	Green	
1734 San Donato	Perm Elec	Green	
1765 San Donato	Perm Elec	Green	
1711 Corvina	Stage 5	Green	
1020 Kingsbridge	Tpole	Green	
305 Pioneer Ct	PRC 1	Approved	Generator
168 Settlement	PRC 1	Not Approved	
160 Settlement	PRC 1	Not Approved	
148 Settlement	PRC 1	Not Approved	
144 Settlement	PRC 1	Approved	
172 Settlement	PRC 1	Approved	
164 Settlement	PRC 1	Approved	
136 Settlement	PRC 1	Approved	
135 Settlement	PRC 1	Approved	
147 Settlement	PRC 1	Approved	
184 Settlement	PRC 1	Approved	
1850 Verona	Stage 5	Green	
1806 Verona	Stage 5	Green	
1722 Godello	Stage 5	Green	
118 Endowment	Flatwork	Green	
1501 Barrolo	Stage 2	Green	Porch extension
1927 Frediano	Stage 5	Green	
1545 Ripasso Way	Flatwork	Green	
148 Settlement	PRC 2	Approved	
160 Settlement	PRC 2	Approved	

168 Settlement	PRC 2	Approved	
141 Settlement	PRC 1	Approved	
176 Settlement	PRC 1	Approved	
1528 Ripasso Way	Stage 5	Green	
1521 Ripasso Way	Flatwork	Green	
1323 Prato Ave	Pool Belly Steel	Green	

TCS WEEKLY REPORT
CITY OF McLendon-Chisholm
WEEK OF: May 22-26, 2023

ADDRESS	SERVICES	STATUS	NOTES
254 Quail Creek	PRC 1	Approved	Remodel
317 Pheasant Hill	PRC 3	Approved	
1450 FM 550	PRC 3	Not Approved	Add on
1835 Navarre Way	Pool Final	Green	
1509 Via Toscano	Pool Belly steel	Green	
1860 Moscatel	Stage 5	Green	
1903 Rondinella	Perm Elec	Green	
1931 Frediano	Tpole	RED	
1754 San Donato	Stage 3	Green	
140 Settlement	PRC 1	Approved	
777 Paul Davis	PRC 1	Approved	Generator
1620 Ripasso Way	PRC 1	Approved	
1410 Arezzo	PRC 1	Approved	
467 McDonald	PRC 1	Not Approved	Pool
1633 Ripasso Way	Stage 3	Green	
1761 San Donato	Tpole	Green	
1822 Verona Ln	Stage 5	Green	
1839 Moscatel	Stage 5	Green	
1975 Frediano	Stage 5	Red	
1814 Moscatel	Stage 5	Green	
1923 Frediano	Perm Elec	Green	

TCS WEEKLY REPORT
CITY OF McLendon-Chisholm
WEEK OF: May 29-31, 2023

ADDRESS	SERVICES	STATUS	NOTES
31 Windsor Dr	Pool Belly Steel	Green	
204 Heirloom	Stage 2	Green	
212 Heirloom	Stage 2	Green	
216 Heirloom	Stage 2	Green	
1975 Frediano	Stage 5	Green	Reinspection
1818 Moscatel	Perm Elec	Green	
1979 Frediano	Stage 5	Green	
1630 Salvatore	Flatwork	Green	Patio
1204 Artesia	PRC 2	Approved	Awning/patio
467 McDonald	PRC 2	Approved	pool
1513 Pisa Ct	PRC 1	Approved	Patio
871 E FM 550	PRC 3	Approved	Barn
1931 Frediano	PRC 1	Approved	

TCS MONTHLY PERMIT REPORT

CITY OF MCLENDON-CHISHOLM

May 2023

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305 Pioneer Ct	Brad Higgins	\$18,674.00	Generator	
254 Quail Creek	Texas Rebath		Add on	
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1204 Artesia	Texas Outdoor Oasis	\$75,000.00	Awning	
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1513 Pisa Ct	CMS Construction		Patio	
871 E FM 550	Socheat Bour		Barn	

* 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.

	May-2023	Apr-2023	Mar-2023	Feb-2023	Jan-2023	Dec-2022	Nov-2022	Oct-2022	Sep-2022	Aug-2022	Jul-2022	Jun-2022
Homes	1,465	1,355	1,355	1,299	1,299	1,299	1,299	1,299	1,299	1,299	1,223	1,223
Resi Rcy Tonnage	31.92	46.33	52.37	8.83	40.27	32.62	28.71	20.46	23.58	38.81	38.62	40.47
Pounds / Home / Month	43.58	68.38	77.30	13.60	62.00	50.22	44.20	31.50	36.30	59.75	63.16	66.18



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.

	May-2023	Apr-2023	Mar-2023	Feb-2023	Jan-2023	Dec-2022	Nov-2022	Oct-2022	Sep-2022	Aug-2022	Jul-2022	Jun-2022
Service Opportunities	12,210	11,734	11,734	11,249	11,249	11,249	11,249	11,249	11,249	11,249	10,591	10,591
Service Inquiries	10	12	37	7	7	6	11	16	22	16	11	23
Per 1,000 Service Opps	0.82	1.02	3.15	0.62	0.62	0.53	0.98	1.42	1.96	1.42	1.04	2.17



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 05/01/2023 - 05/31/2023

Date	Account	Address	Service Type	Service Code
05/01/2023	108255-567	KELLEY, MICHELLE	RESI-BULK	RESI R/L BULK
Total RESI-BULK: 1				
05/05/2023	108255-1397	ALEX GULOTTA	RESI-RECYCLE	SERVICE RCYCART
05/12/2023	108255-1219	LETITA SORENSEN	RESI-RECYCLE	SERVICE RCYCART
Total RESI-RECYCLE: 2				
05/12/2023	108255-1770	JOHN MCHALE	RESI-TRASH	SERVICE TRASH CART
05/12/2023	108255-403	GRIFFIN DENNIS W	RESI-TRASH	SERVICE TRASH CART
05/12/2023	108255-1712	FRANCINE HILLARD	RESI-TRASH	SERVICE TRASH CART

05/12/2023	108255-1226	PHILLIP TURNER	RESI-TRASH	SERVICE TRASH CART
05/18/2023	108255-1748	RON WILLIAMS	RESI-TRASH	SERVICE TRASH CART
05/25/2023	108255-256	WESTPHAL, DAVID & TINA	RESI-TRASH	SERVICE TRASH CART
05/26/2023	108255-1146	LUCINDA ROGERS	RESI-TRASH	SERVICE TRASH CART
				Total RESI-TRASH: 7
				Total Inquiries: 10

Cleared Call Search Results

Report Time: 06/01/2023 16:04:36 **Login ID:** county\sburks **Jurisdiction:** Police, Fire, EMS
Incident Number: **Call Number:** **Agencies:** **Phone Number:**
From Date: 05/01/2023 00:00:00 **To Date:** 05/31/2023 23:59:59 **Location:** **Include Canceled:** No
Last Name: **First Name:** **Source:** **Officer:**
Plate #: **Plate State:** **Include Canceled:** No
Type: **Priority:** **Source:** **Officer:**
Disposition: **Unit:** **Source:** **Officer:**
Narrative:

Call Number	Create Date/Time	Closed Date/Time	Police Call Type	Fire Call Type	EMS Call Type
59	5/31/2023 17:35	05/31/2023 17:48:31	Traffic Hazard		
45	5/31/2023 15:30	05/31/2023 16:42:23	Fight		
40	5/31/2023 14:51	05/31/2023 15:05:09	Follow Up		
25	5/31/2023 13:49	05/31/2023 13:51:01		Fire	
19	5/31/2023 13:06	05/31/2023 14:09:40	Meet Complainant		
986	5/31/2023 10:18	05/31/2023 11:13:01	Meet Complainant		
930	5/31/2023 3:22	05/31/2023 03:35:53	Extra Patrol		
929	5/31/2023 3:16	05/31/2023 03:20:41	Extra Patrol		
928	5/31/2023 3:02	05/31/2023 03:07:30	Extra Patrol		
912	5/31/2023 0:17	05/31/2023 00:49:42	Fire Structure	Fire Structure	
886	5/30/2023 21:53	05/30/2023 22:04:51	Meet Complainant		
882	5/30/2023 21:27	05/30/2023 21:48:21	Suspicious Activity		
858	5/30/2023 18:46	05/30/2023 19:32:33	Accident Major	Accident Major	Accident Major
761	5/30/2023 10:07	05/30/2023 10:21:45	Traffic Stop		
734	5/30/2023 7:34	05/30/2023 07:38:13	Traffic Stop		
675	5/29/2023 20:07	05/29/2023 20:09:29	Neighborhood Check		
640	5/29/2023 15:46	05/29/2023 16:35:47	Reckless Driver		
606	5/29/2023 9:58	05/29/2023 10:21:00	Alarm		
605	5/29/2023 9:42	05/29/2023 10:26:24		Smoke Investigation	Smoke Investigation
585	5/29/2023 3:31	05/29/2023 03:41:46	Extra Patrol		
581	5/29/2023 3:12	05/29/2023 03:25:33	Extra Patrol		
579	5/29/2023 3:02	05/29/2023 03:10:35	Extra Patrol		
534	5/28/2023 21:25	05/28/2023 22:14:27	Welfare Check		

Cleared Call Search Results

Report Time: 06/01/2023 16:04:36
Incident Number: 05/01/2023 00:00:00
From Date: 05/01/2023 00:00:00
Last Name:
Plate #:
Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number: 05/31/2023 23:59:59
To Date: 05/31/2023 23:59:59
First Name:
Plate State:
Priority:
Unit:

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

Call Number	Create Date/Time	Closed Date/Time	Police Call Type	Fire Call Type	EMS Call Type
505	5/28/2023 17:59	05/28/2023 21:25:05	Suspicious Activity		
503	5/28/2023 17:42	05/28/2023 19:30:01	Suspicious Activity		
448	5/28/2023 0:00	05/28/2023 01:15:14	Intoxicated Driver		
446	5/27/2023 23:18	05/27/2023 23:52:07	Animal Complaint		
441	5/27/2023 22:20	05/27/2023 22:25:53	Extra Patrol		
435	5/27/2023 21:44	05/27/2023 21:54:15	Welfare Check		
433	5/27/2023 21:35	05/27/2023 22:17:11	Alarm		
399	5/27/2023 16:16	05/27/2023 16:42:18		Medical Call	Medical Call
395	5/27/2023 15:33	05/27/2023 15:40:00	Extra Patrol		
393	5/27/2023 14:56	05/27/2023 15:28:44	Alarm		
331	5/27/2023 4:24	05/27/2023 04:26:48	Business Check		
273	5/26/2023 20:11	05/26/2023 22:35:38	Animal Viscious		
224	5/26/2023 14:02	05/26/2023 14:59:00	Property Damage		
159	5/26/2023 4:27	05/26/2023 05:18:38	Neighborhood Check		
105	5/25/2023 21:54	05/25/2023 22:08:46	Business Check		
73	5/25/2023 17:45	05/25/2023 18:11:30	Medical Call	Medical Call	Medical Call
45	5/25/2023 14:34	05/25/2023 15:05:11	Disturbance Noise		
929	5/24/2023 22:00	05/24/2023 22:04:06	Business Check		
877	5/24/2023 16:44	05/24/2023 17:12:59		Medical Call	Medical Call
771	5/24/2023 7:05	05/24/2023 07:42:30	Suspicious Activity		
753	5/24/2023 2:46	05/24/2023 02:55:32	Extra Patrol		
667	5/23/2023 17:02	05/23/2023 18:01:32	Meet Complainant		
650	5/23/2023 14:55	05/23/2023 15:08:02		Lift Assist	Lift Assist

Cleared Call Search Results

Report Time: 06/01/2023 16:04:36
Incident Number: county\sburks
From Date: 05/01/2023 00:00:00
Last Name:
Plate #:
Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number: 05/31/2023 23:59:59
To Date:
First Name:
Plate State:
Priority:
Unit:

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

Call Number	Create Date/Time	Closed Date/Time	Police Call Type	Fire Call Type	EMS Call Type
580	5/23/2023 8:02	05/23/2023 08:24:40	Animal Loose Livestock		
552	5/23/2023 3:42	05/23/2023 03:56:08	Extra Patrol		
546	5/23/2023 2:00	05/23/2023 02:24:52	Extra Patrol		
506	5/22/2023 20:36	05/22/2023 21:19:03	Alarm		
499	5/22/2023 20:01	05/22/2023 20:48:31	Shots Fired		
426	5/22/2023 12:15	05/22/2023 12:44:54		Lift Assist	Lift Assist
340	5/22/2023 2:03	05/22/2023 02:14:52	Neighborhood Check		
336	5/22/2023 1:14	05/22/2023 01:18:37	Extra Patrol		
325	5/21/2023 23:35	05/21/2023 23:36:39	Extra Patrol		
322	5/21/2023 23:07	05/21/2023 23:08:16	Extra Patrol		
297	5/21/2023 20:42	05/21/2023 20:59:53	Shots Fired		
272	5/21/2023 17:19	05/21/2023 17:30:51	Traffic Stop		
267	5/21/2023 17:05	05/21/2023 17:14:00	Traffic Stop		
266	5/21/2023 17:03	05/21/2023 17:17:20	Traffic Enforcement		
242	5/21/2023 14:29	05/21/2023 14:50:16		Medical Call	Medical Call
170	5/21/2023 0:20	05/21/2023 00:54:30	Accident Major	Accident Major	Accident Major
157	5/20/2023 22:50	05/20/2023 23:01:30	Traffic Stop		
141	5/20/2023 21:37	05/20/2023 21:50:17	Suspicious Activity		
133	5/20/2023 21:04	05/20/2023 21:35:08		Medical Call	Medical Call
68	5/20/2023 10:34	05/20/2023 12:41:42	Disturbance		
19	5/19/2023 23:53	05/19/2023 23:54:21	Extra Patrol		
17	5/19/2023 23:44	05/20/2023 00:00:46	Suspicious Activity		
970	5/19/2023 16:48	05/19/2023 16:50:33	Extra Patrol		

Cleared Call Search Results

Report Time: 06/01/2023 16:04:36 **Login ID:** county\sburks **Jurisdiction:**
Incident Number: **Call Number:** **Agencies:** Police, Fire, EMS
From Date: 05/01/2023 00:00:00 **To Date:** 05/31/2023 23:59:59 **Phone Number:**
Last Name: **First Name:** **Location:**
Plate #: **Plate State:** **Include Canceled:** No
Type: **Priority:** **Source:**
Disposition: **Unit:** **Officer:**
Narrative:

Call Number	Create Date/Time	Closed Date/Time	Police Call Type	Fire Call Type	EMS Call Type
965	5/19/2023 16:32	05/19/2023 16:48:25	Alarm		
938	5/19/2023 11:20	05/19/2023 12:11:31	Suspicious Person/Vehicle		
914	5/19/2023 8:34	05/19/2023 08:40:41	CPS Referral		
911	5/19/2023 8:25	05/19/2023 09:23:32	Animal Loose Livestock		
859	5/18/2023 22:51	05/18/2023 22:54:47	Business Check		
858	5/18/2023 22:39	05/18/2023 22:55:19	Extra Patrol		
798	5/18/2023 14:14	05/18/2023 14:39:11	Meet Complainant	Medical Call	Medical Call
769	5/18/2023 10:58	05/18/2023 11:16:11	Traffic Stop		
759	5/18/2023 9:52	05/18/2023 10:03:29	Traffic Stop		
757	5/18/2023 9:35	05/18/2023 09:39:31	Animal Loose Livestock		
729	5/18/2023 7:23	05/18/2023 07:36:14	Extra Patrol		
678	5/17/2023 23:03	05/17/2023 23:23:11	Intoxicated Driver	Intoxicated Driver	Medical Call
659	5/17/2023 19:29	05/17/2023 22:11:43	Animal Viscious		
653	5/17/2023 18:36	05/17/2023 21:23:24	Traffic Stop	Medical Call	Medical Call
639	5/17/2023 17:13	05/17/2023 17:31:21	Traffic Stop		
598	5/17/2023 12:56	05/17/2023 13:03:07	Meet Complainant		
597	5/17/2023 12:42	05/17/2023 12:44:49	Suspicious Activity		
588	5/17/2023 12:17	05/17/2023 12:39:03	Extra Patrol		
586	5/17/2023 12:04	05/17/2023 12:14:37	Traffic Stop		
523	5/17/2023 1:18	05/17/2023 01:35:42	Extra Patrol		
522	5/17/2023 1:07	05/17/2023 01:15:49	Extra Patrol		
519	5/17/2023 0:59	05/17/2023 01:06:36	Neighborhood Check		
509	5/16/2023 23:47	05/16/2023 23:59:29			

Cleared Call Search Results

Report Time: 06/01/2023 16:04:36 **Login ID:** county\sburks **Jurisdiction:** Police, Fire, EMS
Incident Number: **Call Number:** **Agencies:** **Phone Number:**
From Date: 05/01/2023 00:00:00 **To Date:** 05/31/2023 23:59:59 **Location:**
Last Name: **First Name:** **Include Canceled:** No
Plate #: **Plate State:** **Source:**
Type: **Priority:** **Officer:**
Disposition:
Narrative: **Unit:**

Call Number	Create Date/Time	Closed Date/Time	Police Call Type	Fire Call Type	EMS Call Type
500	5/16/2023 22:37	05/17/2023 00:52:08	Shots Fired		
480	5/16/2023 20:02	05/16/2023 20:31:39	Intoxicated Driver		
472	5/16/2023 19:02	05/16/2023 19:44:29	Animal Loose Livestock		
465	5/16/2023 17:50	05/16/2023 18:01:28		Lift Assist	Lift Assist
309	5/15/2023 18:08	05/15/2023 18:37:27	Animal Loose Livestock		
298	5/15/2023 16:37	05/15/2023 17:17:51	Medical Call	Medical Call	Medical Call
275	5/15/2023 14:02	05/15/2023 14:05:40	Traffic Stop		
270	5/15/2023 13:48	05/15/2023 13:54:14	Traffic Stop		
240	5/15/2023 11:45	05/15/2023 12:31:39	Criminal Mischief		
197	5/15/2023 5:18	05/15/2023 05:23:49	Extra Patrol		
177	5/14/2023 23:19	05/14/2023 23:30:47	Traffic Stop		
160	5/14/2023 20:16	05/14/2023 20:25:57	Extra Patrol		
155	5/14/2023 19:17	05/14/2023 20:39:58	Harassment/Threat		
120	5/14/2023 12:30	05/14/2023 12:59:47		Medical Call	Medical Call
43	5/13/2023 21:25	05/13/2023 21:31:39	Reckless Driver		
24	5/13/2023 19:25	05/13/2023 19:43:22	Medical Call	Medical Call	Medical Call
23	5/13/2023 19:23	05/13/2023 20:21:56	Civil Matter		
988	5/13/2023 14:30	05/13/2023 15:05:11		Medical Call	Medical Call
940	5/13/2023 5:10	05/13/2023 05:10:42	Business Check		
913	5/13/2023 2:45	05/13/2023 03:15:18	Suspicious Activity		
880	5/12/2023 22:54	05/12/2023 23:22:27	Intoxicated Person		
814	5/12/2023 15:49	05/12/2023 16:09:58		Odor Investigation	
714	5/12/2023 0:50	05/12/2023 00:51:12	Business Check		

Cleared Call Search Results

Report Time: 06/01/2023 16:04:36 **Login ID:** county\sburks **Jurisdiction:**
Incident Number: **Call Number:** **Agencies:** Police, Fire, EMS
From Date: 05/01/2023 00:00:00 **To Date:** 05/31/2023 23:59:59 **Phone Number:**
Last Name: **First Name:** **Location:**
Plate #: **Plate State:** **Include Canceled:** No
Type: **Priority:** **Source:**
Disposition: **Unit:** **Officer:**
Narrative:

Call Number	Create Date/Time	Closed Date/Time	Police Call Type	Fire Call Type	EMS Call Type
678	5/11/2023 21:58	05/11/2023 22:19:50	Extra Patrol		
652	5/11/2023 19:32	05/11/2023 19:38:43	Traffic Stop		
432	5/10/2023 9:50	05/10/2023 11:02:16	Theft		
372	5/9/2023 22:07	05/09/2023 22:53:35	Traffic Stop		
369	5/9/2023 21:50	05/09/2023 22:00:49	Traffic Stop		
352	5/9/2023 19:08	05/09/2023 19:14:59	Civil Process		
285	5/9/2023 13:16	05/09/2023 13:20:40	Traffic Stop		
228	5/9/2023 1:02	05/09/2023 01:02:26	Extra Patrol		
226	5/9/2023 0:54	05/09/2023 00:57:44	Traffic Stop		
107	5/8/2023 11:03	05/08/2023 11:16:05	Accident Minor	Accident Minor	
55	5/8/2023 4:44	05/08/2023 05:03:03	Extra Patrol		
47	5/8/2023 3:24	05/08/2023 03:34:20	Extra Patrol		
46	5/8/2023 3:17	05/08/2023 03:22:01	Extra Patrol		
44	5/8/2023 3:06	05/08/2023 03:13:30	Extra Patrol		
20	5/8/2023 0:17	05/08/2023 00:23:08	Neighborhood Check		
19	5/8/2023 0:09	05/08/2023 00:21:06	Extra Patrol		
16	5/7/2023 23:46	05/07/2023 23:57:06	Extra Patrol		
963	5/7/2023 18:05	05/07/2023 20:50:39	Fire Structure	Fire Structure	Fire Structure
942	5/7/2023 14:59	05/07/2023 15:03:01	Fuel Spill	Alarm Residential Fire	
920	5/7/2023 11:24	05/07/2023 11:49:17	Fuel Spill	Fuel Spill	
886	5/7/2023 1:40	05/07/2023 01:48:16	Alarm	Alarm Residential Fire	
880	5/7/2023 0:48	05/07/2023 01:15:37	Alarm		
868	5/6/2023 23:26	05/06/2023 23:40:11	Alarm		

Cleared Call Search Results

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Incident Number: 05/01/2023 00:00:00
From Date: 05/01/2023 00:00:00
Last Name:
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Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number: 05/31/2023 23:59:59
To Date: 05/31/2023 23:59:59
First Name:
Plate State:
Priority:
Unit:

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

Call Number	Create Date/Time	Closed Date/Time	Police Call Type	Fire Call Type	EMS Call Type
867	5/6/2023 23:20	05/06/2023 23:43:06	Disturbance Noise		
741	5/6/2023 8:07	05/06/2023 08:45:28	Traffic Hazard		
714	5/6/2023 0:01	05/06/2023 01:22:52	Business Check		
709	5/5/2023 23:31	05/05/2023 23:49:15	Disturbance Noise		
648	5/5/2023 16:53	05/05/2023 17:13:41		Medical Call	Medical Call
641	5/5/2023 16:00	05/05/2023 16:16:34		Lift Assist	Lift Assist
637	5/5/2023 15:36	05/05/2023 15:58:24	Smoke Investigation	Smoke Investigation	
616	5/5/2023 12:46	05/05/2023 13:01:06		Alarm Residential Fire	
588	5/5/2023 7:54	05/05/2023 08:28:22	Extra Patrol		
562	5/5/2023 2:41	05/05/2023 04:27:30	Business Check		
532	5/4/2023 21:35	05/04/2023 22:01:00	>Choose Call Type<	Medical Call	Medical Call
527	5/4/2023 21:16	05/04/2023 21:19:51	Business Check		
464	5/4/2023 14:07	05/04/2023 14:29:15	Meet Complainant		
445	5/4/2023 12:02	05/04/2023 12:05:12	911 Hang up		
395	5/4/2023 3:30	05/04/2023 03:38:04	Extra Patrol		
392	5/4/2023 3:04	05/04/2023 03:13:19	Extra Patrol		
364	5/3/2023 22:33	05/03/2023 22:43:34	Extra Patrol		
355	5/3/2023 20:49	05/03/2023 22:16:28	Accident Major	Accident Major	
349	5/3/2023 19:28	05/03/2023 20:03:33	911 Hang up		
347	5/3/2023 19:20	05/03/2023 19:30:58		Alarm Residential Fire	
329	5/3/2023 17:05	05/03/2023 17:19:16	Mental Person		
291	5/3/2023 13:23	05/03/2023 13:27:02		Alarm Residential Fire	
289	5/3/2023 13:17	05/03/2023 13:24:49	Civil Process		

Cleared Call Search Results

Report Time: 06/01/2023 16:04:36
Incident Number: county\sburks
From Date: 05/01/2023 00:00:00
Last Name: 05/31/2023 23:59:59
Plate #:
Type:
Disposition:
Narrative:

Login ID: county\sburks
Call Number:
To Date: 05/31/2023 23:59:59
First Name:
Plate State:
Priority:
Unit:

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

Call Number	Create Date/Time	Closed Date/Time	Police Call Type	Fire Call Type	EMS Call Type
288	5/3/2023 13:04	05/03/2023 13:15:58		Alarm Residential Fire	
213	5/3/2023 4:00	05/03/2023 04:08:30	Extra Patrol		
211	5/3/2023 3:50	05/03/2023 03:56:46	Extra Patrol		
210	5/3/2023 3:42	05/03/2023 03:48:31	Extra Patrol		
188	5/3/2023 0:15	05/03/2023 00:22:27	Extra Patrol		
180	5/2/2023 23:04	05/02/2023 23:04:24	Extra Patrol		
178	5/2/2023 22:37	05/02/2023 22:40:22	Traffic Stop		
31	5/2/2023 3:17	05/02/2023 03:24:14	Extra Patrol		
29	5/2/2023 3:06	05/02/2023 03:15:10	Extra Patrol		
28	5/2/2023 2:52	05/02/2023 02:56:23	Traffic Stop		
19	5/2/2023 2:06	05/02/2023 02:08:50	Extra Patrol		
8	5/2/2023 0:45	05/02/2023 00:53:39	Traffic Stop		
913	5/1/2023 13:33	05/01/2023 14:02:27	>Choose Call Type<	Medical Call	Medical Call
802	5/1/2023 0:10	05/01/2023 00:18:51	Extra Patrol		
800	5/1/2023 0:01	05/01/2023 00:09:27	Extra Patrol		

Mark Woodruff

Year: 2023

	MAY												TOTAL
Builder Const-Time Violation	7												7
Total Violations	154												154
Total Inspections	157												157
Total Reinspections	163												163
Extensions Granted	2												2
Voluntary Compliance	151												151
Notification Letters (NOVs)	14												14
Door-tags (DTs)	140												140
Total Complaints	9												9
Valid Complaints	2	0	0	0	0	0	0	0	0	0	0	0	2
Invalid Complaints	7												7
City Abatements (CWOs)	1												1
Substandard Structures	1												1
Citations Issued	0												0
Municipal Court Cases	0												0
Transferred to Other Dept.	4												4

Mark Woodruff - Citations

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

Mark Woodruff - Problem Properties/ MISC.

Property Address	Property Owner	Occupant	Vacant? Yes or No	Case Type	Date of Last Action
39 Fireside (far-rear of property)	Douglas Moravec	Same	N	High Grass	5.02.23
Fontier Trail (Screening fence)	Sonoma Verde	N/A	N/A	High Grass	5.02.23
Sonoma Verde Subdivision	Same	N/A	N/A	Contractors	5.03.23
Sonoma Verde Subdivision	All Streets	N/A	N/A	Street Signs	5.04.23
Perry Homes - Builder	Same	N/A	N/A	Dirt/Trash	5.04.23
1777 Amalfi Dr	Kyle Watson	Same	N	Utility Trailer	5.05.23
Glen Acres - Complaints	All	-	N/A	All Violations	5.05.23
720 SH 205	Chase Ford	None (vacant lot)	N/A	High Grass	5.08.23
Edwards Road	CoMC	N/A	N/A	Road Repair	5.08.23
395 E. FM 550	Himberto Torred	Same	N	No Permit	5.08.23
6 Winter Hawk Dr.	Prince & Kay Giadolor	Same	N	Health Dept	5.17.23
Glen Acres Neighborhood Sweep	Glen Acres - All	All	N/A	All Violations	5.19.23
CWD Trash Svc (Sonoma Verde)	CWD Trash Svc (Sonoma Verde)	N/A	N/A	Loose Trash	5.25.23

Comments
Complaint/HWG; sent notice of violation, may issue extension due to inclement weather.
HWG in easement area; Kristi Adait (HOA) had contractor abate the HWG - contract will mow mowing forward
Complaint: private cont working after hours; Gave complaint copy of ordinance, they are exempt by ordinance
HOA Request; installed (15) missing street signs in Sonoma Verde; HOA purchased all signs and hardware.
Stacey Traa Complaint on Perry Homes; Perry Homes cleaned the roadway and this issue is resolved..
Complaint; Utility Trailer in street; Code Compliance does not address complaints on public property, Closed
Neighborhood Sweep; signs posted 5/05 and Sweep begins 5/19/23 for ALL violations... three signs posted
High Grass; Notice sent and violation not corrected - referred to City Contractor for abatement on 5.08.23
Repaired a large pothole; used 100lb of Cold Patch and this project is done.
Building Pole Bardn, no permit. Verfied no permit and issued STOP WORK ORDER to contractor.
Milan Patel (Tx Dept Health - Austin) called regarding health complaint. Refer case to Kelly Stockburger
Neighborhood Sweep Successful! Only (4) remain in violations. Notice of violation letters sent out 5-19-23
Observed CWD truck drop trash and fail to p/u. Addressed this with (Parker) Operations Mgr in field today

Location	Notes	Code
May 31, 2023 1:40 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to judy	Animal Control
May 26, 2023 4:58 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control
May 19, 2023 1:41 PM 15 windsor	we picked up a stray dog at this location	Animal Control
May 18, 2023 1:36 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control
May 11, 2023 1:08 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control
May 4, 2023 12:43 PM 1371 w fm 550	Patrolled city focusing on stray animals. spoke to shelly	Animal Control

Alarm Date between 2023-05-01 and 2023-05-31

Total Calls by District

District	2023-05-01	Total
City Limit District	32	32
County District	24	24
County Mutual Aid	1	1
Total	57	57

Incident Date between 2023-05-01 and 2023-05-31

Incident Date	Incident Number	NFIRS Number	Incident Type Code	Incident Type	District	Status
5/1/2023	2023-00000167	0000177	321	EMS call, excluding vehicle accident with injury	City Limit District	1
5/3/2023	2023-00000168	0000194	311	Medical assist, assist EMS crew	County District	1
5/3/2023	2023-00000169	0000178	745	Alarm system activation, no fire - unintentional	City Limit District	1
5/3/2023	2023-00000170	0000179	745	Alarm system activation, no fire - unintentional	City Limit District	1
5/4/2023	2023-00000171	0000180	321	EMS call, excluding vehicle accident with injury	City Limit District	1
5/5/2023	2023-00000172	0000181	111	Building fire	County District	1
5/5/2023	2023-00000173	0000182	743	Smoke detector activation, no fire - unintentional	City Limit District	1
5/5/2023	2023-00000174	0000183	651	Smoke scare, odor of smoke	City Limit District	1
5/5/2023	2023-00000175	0000184	554	Assist invalid	City Limit District	1
5/5/2023	2023-00000176	0000185	311	Medical assist, assist EMS crew	City Limit District	1
5/6/2023	2023-00000177	0000186	311	Medical assist, assist EMS crew	County District	1
5/7/2023	2023-00000178	0000195	111	Building fire	County District	1
5/7/2023	2023-00000179	0000196	611	Dispatched & canceled en route	City Limit District	1
5/7/2023	2023-00000180	0000190	611	Dispatched & canceled en route	County District	1
5/7/2023	2023-00000181	0000187	411	Gasoline or other flammable liquid spill	City Limit District	1
5/7/2023	2023-00000182	0000192	321	EMS call, excluding vehicle accident with injury	City Limit District	1
5/7/2023	2023-00000183	0000188	611	Dispatched & canceled en route	City Limit District	1
5/7/2023	2023-00000184	0000189	111	Building fire	City Limit District	1
5/7/2023	2023-00000185	0000191	320	Emergency medical service incident, other	City Limit District	1
5/8/2023	2023-00000186	0000197	111	Building fire	County District	1
5/8/2023	2023-00000187	0000193	321	EMS call, excluding vehicle accident with injury	County District	1
5/8/2023	2023-00000188	0000198	622	No incident found on arrival at dispatch address	City Limit District	1

5/9/2023	2023-00000189	0000199	745	Alarm system activation, no fire - unintentional	County District	1
5/10/2023	2023-00000190	0000200	321	EMS call, excluding vehicle accident with injury	County District	1
5/10/2023	2023-00000191	0000214	611	Dispatched & canceled en route	County Mutual Aid	1
5/10/2023	2023-00000192	0000201	554	Assist invalid	County District	1
5/11/2023	2023-00000193	0000205	321	EMS call, excluding vehicle accident with injury	County District	1
5/11/2023	2023-00000194	0000209	321	EMS call, excluding vehicle accident with injury	County District	1
5/11/2023	2023-00000195	0000202	553	Public service	County District	1
5/12/2023	2023-00000196	0000213	311	Medical assist, assist EMS crew	County District	1
5/12/2023	2023-00000197	0000203	531	Smoke or odor removal	City Limit District	1
5/12/2023	2023-00000198	0000204	311	Medical assist, assist EMS crew	County District	1
5/13/2023	2023-00000199	0000206	321	EMS call, excluding vehicle accident with injury	City Limit District	1
5/13/2023	2023-00000200	0000207	321	EMS call, excluding vehicle accident with injury	City Limit District	1
5/14/2023	2023-00000201	0000208	311	Medical assist, assist EMS crew	City Limit District	1
5/15/2023	2023-00000202	0000212	311	Medical assist, assist EMS crew	City Limit District	1
5/16/2023	2023-00000203	0000210	611	Dispatched & canceled en route	City Limit District	1
5/17/2023	2023-00000204	0000211	322	Motor vehicle accident with injuries	County District	1
5/17/2023	2023-00000205	0000215	311	Medical assist, assist EMS crew	County District	1
5/18/2023	2023-00000206	0000216	311	Medical assist, assist EMS crew	City Limit District	1
5/19/2023	2023-00000207	0000217	445	Arcing, shorted electrical equipment	County District	1
5/19/2023	2023-00000208	0000218	321	EMS call, excluding vehicle accident with injury	County District	1
5/20/2023	2023-00000209	0000219	740	Unintentional transmission of alarm, other	County District	1
5/20/2023	2023-00000210	0000220	321	EMS call, excluding vehicle accident with injury	City Limit District	1
5/21/2023	2023-00000211	0000221	324	Motor vehicle accident with no injuries.	City Limit District	1
5/21/2023	2023-00000212	0000222	321	EMS call, excluding vehicle accident with injury	City Limit District	1
5/21/2023	2023-00000214	0000223	311	Medical assist, assist EMS crew	County District	1

5/22/2023	2023-00000215	0000224	321	EMS call, excluding vehicle accident with injury	City Limit District	1
5/23/2023	2023-00000216	0000225	311	Medical assist, assist EMS crew	City Limit District	1
5/24/2023	2023-00000217	0000228	611	Dispatched & canceled en route	City Limit District	1
5/24/2023	2023-00000218	0000226	321	EMS call, excluding vehicle accident with injury	City Limit District	1
5/25/2023	2023-00000219	0000229				0
5/25/2023	2023-00000220	0000227	321	EMS call, excluding vehicle accident with injury	City Limit District	1
5/26/2023	2023-00000221	0000230	324	Motor vehicle accident with no injuries.	County District	1
5/27/2023	2023-00000222	0000231	311	Medical assist, assist EMS crew	City Limit District	1
5/29/2023	2023-00000223	0000232	111	Building fire	County District	1
5/29/2023	2023-00000224	0000233	311	Medical assist, assist EMS crew	County District	1
5/30/2023	2023-00000225	0000234	322	Motor vehicle accident with injuries	City Limit District	1
5/31/2023	2023-00000226	0000239	311	Medical assist, assist EMS crew	City Limit District	1



**CITY COUNCIL MEETING
CITY OF McLENDON-CHISHOLM, TEXAS
MEETING MINUTES
JUNE 13, 2023**

The City Council of the City of McLendon-Chisholm convened in Regular Session on Tuesday, June 13, 2023, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

ATTENDING:	Keith Short	Mayor (Arrived at 7:15 p.m.)
	Adrienne Balkum	Mayor Pro Tem
	Daniel Tucker	Council Member
	Jennifer Hoffman	Council Member
	Floyd McLendon, Jr.	Council Member
Absent:	Bryan McNeal	Council Member
Staff Present:	Konrad Hildebrandt	City Administrator
	Shelly Green	City Secretary
	Michael Halla	City Attorney

1. CALL TO ORDER

Mayor Pro Tem Balkum called the meeting to order at 6:35 p.m.

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

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

3. RULES OF DECORUM

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

4. PROCLAMATION

4.1. Robin Mayall Appreciation Day

Proclamation

ROBIN MAYALL APPRECIATION DAY

WHEREAS our City recognizes individuals who provide vital services to the City and the community, and who are collectively known as "Public Works"; Public Works is an integral part of our community and citizens everyday lives; and

WHEREAS Mr. Robin Mayall accepted the position of Project Manager at Blackland Water Supply Corporation ("BWSC") and has been instrumental in leading BWSC in its day-to-day operations, including leading the meter replacement program, implementing a new VT Scada and obtaining upgraded infrastructure for new developments such as DR Horton Wildwood, DR Horton River Rock, and Summer Homes Emerson Farms; and

WHEREAS his leadership has helped BWSC acquire its new contract with North Texas Water Municipal District as a new customer in December 2021, which will allow BWSC the ability to provide the much-needed water to this region; and

WHEREAS Robin was born and raised in Oaktown, Indiana, working on the family farm in the heart of Melon Country; in 1988 after graduating from North Knox High School, he went into business with his twin brother Ryan running and operating an IT company, negotiating insurance contracts for companies such as Conseco and many others; in the mid to late 90's, Robin owned and managed a landscape and irrigation company serving the Southern Indiana communities for 20 plus years and relocated to Texas in early 2020 to be close to his family; and

NOW THEREFORE I, KEITH SHORT, MAYOR OF MCLENDON-CHISHOLM DO HEREBY PROCLAIM JUNE 13 ROBIN MAYALL APPRECIATION DAY IN THE CITY of MCLENDON-CHISHOLM. We want to recognize the contributions Mr. Mayall makes on a daily basis to our health, safety, comfort and quality of life for his timely service and for his; coordinating efforts with neighboring water service providers and working with the City of Rockwall.

ROBIN MAYALL APPRECIATION DAY

On behalf of the Honorable Texas Representative Justin Holland, Chief of Staff Robert Paulsen presented a resolution recognizing Robin Mayall's invaluable contributions to North Texas with his leadership has helped Blackland Water Supply Corporation acquire its new customer contract with NTMWD in December 2021.

On behalf of the Honorable Texas Senator Bob Hall, District Director John Vick presented a resolution that Mr. Mayall be honored for his service as project manager with Blackland Water Supply Corporation and that he be extended sincere best wishes for the future.

5. CITIZEN COMMENTS

Lorna Kipphut, 31 Fireside, McLendon-Chisholm. Presented highlights/review of the RCH board meeting.

Ginger Bramlett, 457 Savanna Hill, Rockwall. Presented a problem she has with a water leak on her property.

Dick Demien, 1240 Coastal, Rockwall. Spoke regarding the waste hauling contract.

Gina Maris, 107 Chaney Pl., McLendon-Chisholm. Spoke regarding items 7.3., 7.4., and 7.5. – all related to RCH water issues.

6. CONSENT AGENDA

- 6.1. Central Bank Documents – Approvals needed for Central Bank because Inframark changed bank of account and the City contracts with Inframark for sewer collection services.
- 6.2. Authorized Signatories for City's Financial Accounts
- 6.3. Action Regarding the Minutes of May 17, 2023, City Council Meeting
- 6.4. Action Regarding the Minutes of May 24, 2023, City Council Meeting
- 6.5. Action Regarding the Minutes of June 3, 2023, City Council Workshop
- 6.6. Consider a policy to establish the requisite level of information required to consider approval of proposed actions of Large Capital Investment Projects and Items.

MOTION: APPROVE THE CONSENT AGENDA AS PRESENTED.

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

7. ITEMS FOR CONSIDERTION AND ACTION

- 7.1. Discuss and action to consider bids submitted for service of Building Inspections and Plan Review Services.

Agenda Item: Discuss/Action – Plan Review and Building Inspection Services – Bid Selection

Fiscal Impact: No added costs – utilize building inspection fees

Background:

The City of McLendon-Chisholm did not renew its long-term building inspector contract about 4 months ago. Multiple issues were the cause of this action.

The city immediately hired on an emergency need basis, Texas Compliance Solution (TCS) to step in and provide our building inspection needs. All staff interaction with this firm have been positive. TCS has done a positive job in providing this needed service to our building community. Two complaints that have been prevalent from the building community include TCS only working on Tuesdays and Fridays and wanting quicker and more frequent inspections. The other issue is that TCS does not have a Texas-certified plumbing inspector. The City has contracted out with Burgess Inspections to provide this service.

I have mentioned to the development community, TCS and potential other Building Inspection providers that the city council will evaluate this area and will make a longer-term decision in January 2023. We have been going through this process since the end of January 2023 and now have an apparent best qualitative and quantitative staff recommendation.

Options include the following:

1. **Stay status quo** and keep TCS and the current inspection services.
2. **Go out to bid** and evaluate additional building inspection companies – choose one.
3. **Bring the Building Inspection Process In-House**. Hire in house – A Chief Building Official – fully certified in all inspection areas. This would take an additional time period to hire and the cost of a truck and additional supplies. I also feel as development continues, an additional Building Inspector position needs to be added.
4. **Other – Hybrids** or other

Any of the four recommendations can be fully paid for in the building inspection fees. No additional costs.

The City Council met on March 28, 2023 and decided to **take option 2** – go out to full bid for the Building Inspection and Plan Review Services. Staff advertised the open bid and received six (6) bidders who submitted bid documents.

Through extensive review evaluating qualitative and quantitative factors, two members of staff and a former city council member completed this review and came up with the following recommendations:

1. Burgess BIS
2. Bureau Veritas
2. AOKA Engineering
2. Safebuilt
3. Texas Compliance Solution
3. Building Code Consulting

MOTION: AWARD BID FOR SERVICES OF BUILDING INSPECTIONS AND PLAN REVIEW SERVICES TO BURGESS BIS.

MADE BY: Council Member Tucker
SECONDED BY: Council Member Hoffman
APPROVAL: Unanimous

7.2. Setting the Speed Limit on Edwards Road to 35 MPH

Agenda Item: Review/Action: Setting the speed limit on Edwards Road to 35 MPH

Fiscal Impact: Cost of two (2) regulatory speed limit signs (in existing budget)

Background: The City of McLendon-Chisholm has recently discussed with Rockwall County Commissioner Dennis Bailey and Rockwall County Sheriff Terry Garrett on trying to enforce speeding on Edwards Road going SB/NB from League to FM 548/FM550 which is the portion of Edwards that is under our maintenance.

This action will reduce the pre-set 60 mph that is currently approved.

MOTION: SET THE SPEED LIMIT ON NB EDWARDS ROAD FROM LEAGUE TO FM 550 TO 35 MPH.

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

7.3. Discussion, presentations, and action to consider a utility service provider for interim operation, maintenance and billing services for water utilities between the City and RCH.

Cameron Robinson, Account Manager, Inframark, made a presentation regarding providing interim operation, maintenance and billing services for water utilities between the City and RCH water.

Council directed City Administrator Hildebrandt to review the proposal and the contract and bring back to Council. Approval is contingent with approval of PUC.

- 7.4. Discuss and action to consider the terms and conditions in general of a water system asset transfer agreement with RCH Water Supply, Inc.

No Action

- 7.5. Discuss and consider taking legal action against RCH Water Supply, Inc. for its violations of the Texas Open Meetings Act on its vote at the June 7, 2023, Board Meeting to put the RCH system out for request for proposals.

MOTION: TAKE LEGAL ACTION AGAINST RCH WATER SUPPLY, INC. FOR ITS VIOLATIONS OF THE TEXAS OPEN MEETINGS ACT ON ITS VOTE AT THE JUNE 7, 2023 BOARD MEETING TO PUT THE RCH SYSTEM OUT FOR REQUEST FOR PROPOSALS.

MADE BY: Mayor Pro Tem Balkum

SECONDED BY: Council Member McLendon

Mayor Short read a statement into the minutes:

We desire the right to provide water service to the city limits and extraterritorial jurisdiction of McLendon-Chisholm. McLendon-Chisholm is complying with the provisions of Chapter 13 of the Texas Water Code, as applicable, and the corresponding Texas Public Utility Commission (PUC) regulations.

RCH Water Supply Corporation 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 this system, water meter reading, or water billing, and this has negatively impacted its ability to provide water service to the area and customers served by RCH.

McLendon-Chisholm will be able to accomplish a public purpose and is in the best interest of McLendon-Chisholm, its citizens and RCH customers to provide continuous and adequate service to consumers. Our plan is to make immediate operational management improvements to the pumping station, provide a meter reader solution and implement billing administration with quality customer service. In addition to accounting services, our City Council will consider combining the water, wastewater, and waste management services on a single billing statement.

We will work with our engineers to address infrastructure improvements and work towards becoming a direct customer with North Texas Municipal Water District (NTMWD).

APPROVAL:	ROLL CALL VOTE:	Mayor Pro Tem Balkum	AYE
		Council Member McLendon	AYE
		Council Member Hoffman	AYE
		Council Member Tucker	AYE

Council Member McNeal – Absent

Mayor Short gave direction to City Attorney Halla to start legal proceedings.

8. EXECUTIVE SESSION

- 8.1. Adjourn into Executive Session (Closed Meeting) Pursuant to Texas Government Code: Section 551.071(2) Consultation with attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Discussion to consider a utility service provider for interim operation, maintenance and billing services for water utilities between the City and RCH.
- 8.2. Adjourn into Executive Session (Closed Meeting) Pursuant to Texas Government Code: Section 551.071(2) Consultation with attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Discuss the terms and conditions in general of a water system asset transfer agreement with RCH Water Supply, Inc.

Mayor Short adjourned the meeting into Executive Session at 7:34 p.m.

8.2. Reconvene Regular Meeting

The regular meeting reconvened at 8:14 p.m.

8.3. Executive Session Action

No Action

9 UPDATES, DISCUSSION AND DIRECTION TO STAFF

10. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

- 10.1. Mayor Short – Reminded everyone that school is out, and we need to be aware of kids being out and about, especially new drivers.
- 10.2. Mayor Pro Tem Balkum – None
- 10.3. Council Member McNeal – Absent
- 10.4. Council Member McLendon – None
- 10.5. Council Member Tucker – Will be attending a TML session on Thursday regarding new legislature.
- 10.6. Council Member Hoffman – None

11. ADJOURN

There being no further business to discuss, Mayor Short adjourned the meeting at 8:19 p.m.

APPROVED:

Mayor Short

ATTEST:

Rochelle Green, City Secretary



City of McLendon-Chisholm
Staff Report

Date: June 27, 2023

Agenda Item: Discussion and action regarding removing members of the Planning & Zoning Commission from office.

Fiscal Impact: N/A

Background: Mayor Pro Tem Balkum has reviewed the applications submitted for positions on the Planning & Zoning Commission. In addition to making appointments, she recommends removing two members from the Commission:

1. Daniela Swindoll, term expires June 30, 2024
2. Brad Martin, term expires June 30, 2024

Members of the commission may be removed from office by the City Council by a majority vote as set forth in Sec. 1-5 (3) of the Code of Ordinances of the City of McLendon-Chisholm.

Motion: Motion to approve _____

June 16, 2023

Mayor Short,

Here are my recommendations for Planning & Zoning Commissioners and Board of Adjustment Members.

5 Planning & Zoning Commissioners

Mark Kipphut
Robert Rhode
Chris Freeze
Gyle Dale
Terry Eoff

In addition to the 5 regular members, here are 3 alternates in case there is an absence of one or more members when requested to do so.

Michael Easter
Jose Velosques
Thomas D. Hritz

Board of Adjustment Members

Reappoint the following members:

Gary Nickel
David Cross
Herb Harker

BOA has two existing alternates, but another can be appointed. My recommendation is to appoint one alternate:

Clark Bowering

Sincerely,

Adrienne Balkum
Mayor Pro Tem



City of McLendon-Chisholm
Board & Commission Application

Personal Information

Name: MARK KIPPJUS
Street Address: 31 PRESIDE DRIVE, Rockwall, Texas 75032
Mailing Address (if different): McLendon - Chisholm Home Phone: 214-771-3136
Work Phone: 520-668-2216 Other: Email Address: MARK.KIPPJUS@MSN.COM
Best method to contact you: WORK (CALL) 520-668-2216
Length of Residence in the City? NINE YEARS In ETJ? _____

Occupational Information

Occupation/Business: CONSULTANT - AEROSPACE & DEFENSE

Qualifications

Are you a Registered Voter? YES What Precinct? 3D
Special knowledge or experience applicable to City Board or Commission function: LEAD THE CIVILIAN ADVISORY COMMITTEE TO CREATE THE CURRENT MC COMPREHENSIVE PLAN. P&Z COMMISSIONER LAST 2 YRS
Please list any other community activities you are involved in: (civic/hobbies) VETERANS MC DONALD, ROCKWALL NEW ROTARY, AMERICAN LEGION, COUNTY STRATEGIC PLAN COMMITTEE, P&Z MC ECON DEV COMMITTEE
Have you previously or do you currently serve on any City boards? X Yes No If so, list boards and dates: MC ECON DEV COMMITTEE AND CURRENTLY P&Z COMMISSIONER '21-'23
Have you attended any Board or Council meetings? YES, REGULARLY

Thank you for your interest in serving the City of McLendon-Chisholm. Please indicate below on which you would prefer to serve, Board / Commission. Please note that in addition to the regular scheduled board meetings, members may be required to attend training, work sessions, and joint meetings.

____ Board of Adjustments

X Planning and Zoning Commission

If selected as a board/commission member, I understand that information on this application is subject to the Texas Public Information Act and may be disclosed to anyone requesting this information. I understand that the act does allow a board/commission member of a governmental body to choose whether to allow public access to the information in the custody of the City that relates to the home address, home phone number, social security number, or that reveals whether the board/commission member has family members. If selected as a board/commission member of the City of McLendon-Chisholm, I choose to: () allow () not allow public access to my home address, home phone number, social security number, or whether I have family members.

Signed

Date:

23 May 2023



**City of McLendon-Chisholm
Board & Commission Application**

Personal Information

Name: Robert Rohde
Street Address: 12 Dancing Waters Lane, Rockwall, Texas 75032
Mailing Address (if different): _____ Home Phone: _____
Work Phone: _____ Other: 713-594-7835 Email Address: rubbarrohde@aol.com
Best method to contact you: Phone
Length of Residence in the City? 11 years In ETJ? _____

Occupational Information

Occupation/Business: Retired

Qualifications

Are you a Registered Voter? Yes What Precinct? 3D
Special knowledge or experience applicable to City Board or Commission function: 5 years P&Z experience with McLendon-Chisholm; 2 years P&Z city of Searcy, AR
Please list any other community activities you are involved in: (civic/hobbies) Volunteer: Rockwall Police Dept Citizens on Patrol (over 1000 hrs); Genesis Center in Kaufman
Have you previously or do you currently serve on any City boards? ☒ Yes ☐ No If so, list boards and dates:
P&Z 01.2017 - 01.2018, P&Z 06.2019 - 06.2020, P&Z 03.2021 - 06.2023
Have you attended any Board or Council meetings? Yes

Thank you for your interest in serving the City of McLendon-Chisholm. Please indicate below on which you would prefer to serve, Board / Commission. Please note that in addition to the regular scheduled board meetings, members may be required to attend training, work sessions, and joint meetings.

☐ Board of Adjustments

☒ Planning and Zoning Commission

If selected as a board/commission member, I understand that information on this application is subject to the Texas Public Information Act and may be disclosed to anyone requesting this information. I understand that the act does allow a board/commission member of a governmental body to choose whether to allow public access to the information in the custody of the City that relates to the home address, home phone number, social security number, or that reveals whether the board/commission member has family members. If selected as a board/commission member of the City of McLendon-Chisholm, I choose to: ☐ allow ☒ not allow public access to my home address, home phone number, social security number, or whether I have family members.

Robert J. Rohde
Signed

5/17/23
Date:



RECEIVED

-053023-

gr

**City of McLendon-Chisholm
Board & Commission Application**

Personal Information

Name: Chris Freeze
Street Address: 1096 FM 1139, Rockwall, Texas 75032
Mailing Address (if different): _____ Home Phone: (931) 808-1450
Work Phone: _____ Other: _____ Email Address: Cfreeze@gmail.com
Best method to contact you: Phone or email
Length of Residence in the City? Feb 2019 (5 yrs) In ETJ? _____

Occupational Information

Occupation/Business: Engineer with L3-Harris

Qualifications

Are you a Registered Voter? Yes What Precinct? #3

Special knowledge or experience applicable to City Board or Commission function: 22 years providing senior engineering leadership in architecture design & implementation of complex US Air Force programs of record.
Please list any other community activities you are involved in: (civic/hobbies) Community service & outreach with East Tex CERT & Rockwall Amateur Radio Club providing communications with city & county event & emergency management services.
Have you previously or do you currently serve on any City boards? Yes ☒ No ☐ If so, list boards and dates: _____

Have you attended any Board or Council meetings? Yes

Thank you for your interest in serving the City of McLendon-Chisholm. Please indicate below on which you would prefer to serve, Board / Commission. Please note that in addition to the regular scheduled board meetings, members may be required to attend training, work sessions, and joint meetings.

☐ Board of Adjustments

☒ Planning and Zoning Commission

If selected as a board/commission member, I understand that information on this application is subject to the Texas Public Information Act and may be disclosed to anyone requesting this information. I understand that the act does allow a board/commission member of a governmental body to choose whether to allow public access to the information in the custody of the City that relates to the home address, home phone number, social security number, or that reveals whether the board/commission member has family members. If selected as a board/commission member of the City of McLendon-Chisholm, I choose to: ☐ allow ☐ not allow public access to my home address, home phone number, social security number, or whether I have family members.

Signed Chris Freeze

Date: 5/30/23



**City of McLendon-Chisholm
Board & Commission Application**

Personal Information

Name: Gyle Dale
Street Address: 1240 Wales Dr, Rockwall, Texas 75032
Mailing Address (if different): _____ Home Phone: _____
Work Phone: 903-335-8914 Other: 903-440-5742 Email Address: _____
Best method to contact you: Text at 1
Length of Residence in the City? 3.5 years In ETJ? _____

Occupational Information

Occupation/Business: Industrial Contracting, Real Estate

Qualifications

Are you a Registered Voter? Yes What Precinct? 3D

Special knowledge or experience applicable to City Board or Commission function: Prior experience on Boards & Real Estate. I worked with P&Z Boards in Tyler & Longview as

Please list any other community activities you are involved in: (civic/hobbies) Meets on wheels Card owner
Rockwall Cnty Republicans

Have you previously or do you currently serve on any City boards? Yes ☒ No If so, list boards and dates:

Have you attended any Board or Council meetings? NO

Thank you for your interest in serving the City of McLendon-Chisholm. Please indicate below on which you would prefer to serve, Board / Commission. Please note that in addition to the regular scheduled board meetings, members may be required to attend training, work sessions, and joint meetings.

 Board of Adjustments

 X Planning and Zoning Commission

If selected as a board/commission member, I understand that information on this application is subject to the Texas Public Information Act and may be disclosed to anyone requesting this information. I understand that the act does allow a board/commission member of a governmental body to choose whether to allow public access to the information in the custody of the City that relates to the home address, home phone number, social security number, or that reveals whether the board/commission member has family members. If selected as a board/commission member of the City of McLendon-Chisholm, I choose to: () allow (X) not allow public access to my home address, home phone number, social security number, or whether I have family members.

Signed _____

Date: 5-22-23



**City of McLendon-Chisholm
Board & Commission Application**

Personal Information

Name: Terry Eoff
Street Address: 761 E. FM 550, Rockwall, Texas 75032
Mailing Address (if different): _____ Home Phone: 972 754-7728
Work Phone: 972 919-9351 Other: _____ Email Address: TerryEoff@SBCGlobal.net
Best method to contact you: Cell 972 754-7728
Length of Residence in the City? 17 years In ETJ? _____

Occupational Information

Occupation/Business: Police Officer

Qualifications

Are you a Registered Voter? Yes What Precinct? 30
Special knowledge or experience applicable to City Board or Commission function: N/A
Please list any other community activities you are involved in: (civic/hobbies) N/A
Have you previously or do you currently serve on any City boards? ____ Yes ☒ No If so, list boards and dates: _____
Have you attended any Board or Council meetings? yes

Thank you for your interest in serving the City of McLendon-Chisholm. Please indicate below on which you would prefer to serve, Board / Commission. Please note that in addition to the regular scheduled board meetings, members may be required to attend training, work sessions, and joint meetings.

____ Board of Adjustments

☒ Planning and Zoning Commission

If selected as a board/commission member, I understand that information on this application is subject to the Texas Public Information Act and may be disclosed to anyone requesting this information. I understand that the act does allow a board/commission member of a governmental body to choose whether to allow public access to the information in the custody of the City that relates to the home address, home phone number, social security number, or that reveals whether the board/commission member has family members. If selected as a board/commission member of the City of McLendon-Chisholm, I choose to: () allow (X) not allow public access to my home address, home phone number, social security number, or whether I have family members.

Signed Terry Eoff

5/29/23
Date:



City of McLendon-Chisholm
Board, Commission and/or Committee Application

Personal Information

Name: MICHAEL EASTER
Street Address: 403 WAGON COURT, Rockwall, Texas 75032
Mailing Address (if different): N/A Home Phone: 469-330-5908
Work Phone: 925 958 5432 Other: _____ Email Address: measter@ensight.net
Best method to contact you: Call or text work/Mobile Phone
Length of Residence in the City? 3 years In ETJ? _____

Occupational Information

Occupation/Business: ATTORNEY, TOXICOLOGIST

Qualifications

Are you a Registered Voter? YES What Precinct? _____

Special knowledge or experience applicable to City Board, Commission or Committee function: Attorney experienced with researching and compliance with contracts, regulations, etc. and working with Regulatory bodies.
Please list any other community activities you are involved in: (civic/hobbies) Chamber of Commerce

Have you previously or do you currently serve on any City boards? ___ Yes ☒ No If so, list boards and dates: _____

Have you attended any Board or Council meetings? YES

Thank you for your interest in serving the City of McLendon-Chisholm. Please indicate below the Board, Commission, or Committee of interest. If interested in more than one, please rank order of preference. Please note that in addition to the regular scheduled board meetings, members may be required to attend training, work sessions, and joint meetings.

___ Board of Adjustments ☒ Planning and Zoning Commission ___ Committee
(Committee of interest)

If selected as a board, commission or committee member, I understand that information on this application is subject to the Texas Public Information Act and may be disclosed to anyone requesting this information. I understand that the act does allow a board/commission member of a governmental body to choose whether to allow public access to the information in the custody of the City that relates to the home address, home phone number, social security number, or that reveals whether the board/commission member has family members. If selected as a board/commission member of the City of McLendon-Chisholm, I choose to: () allow () not allow public access to my home address, home phone number, social security number, or whether I have family members.

Signed

Date:

MAY 18, 2023



**City of McLendon-Chisholm
Board & Commission Application**

Personal Information

Name: Jose Velazquez
Street Address: 1430 Via Toscana Ln, Rockwall, Texas 75032
Mailing Address (if different): _____ Home Phone: _____
Work Phone: 214 202 8030 Other: _____ Email Address: Joselyne@gmail.com
Best method to contact you: _____
Length of Residence in the City? 4 years In ETJ? 0

Occupational Information

Occupation/Business: Sustainability and Safety

Qualifications

Are you a Registered Voter? Yes What Precinct? 3D
Special knowledge or experience applicable to City Board or Commission function: Sustainable cities Economic development and

Please list any other community activities you are involved in: (civic/hobbies) _____

Have you previously or do you currently serve on any City boards? Yes ☒ No ☐ If so, list boards and dates: _____

Have you attended any Board or Council meetings? No

Thank you for your interest in serving the City of McLendon-Chisholm. Please indicate below on which you would prefer to serve, Board / Commission. Please note that in addition to the regular scheduled board meetings, members may be required to attend training, work sessions, and joint meetings.

☐ Board of Adjustments

☒ Planning and Zoning Commission

If selected as a board/commission member, I understand that information on this application is subject to the Texas Public Information Act and may be disclosed to anyone requesting this information. I understand that the act does allow a board/commission member of a governmental body to choose whether to allow public access to the information in the custody of the City that relates to the home address, home phone number, social security number, or that reveals whether the board/commission member has family members. If selected as a board/commission member of the City of McLendon-Chisholm, I choose to: ☐ allow ☒ not allow public access to my home address, home phone number, social security number, or whether I have family members.

Signed Jose Velazquez

Date: 5/17/2023



City of McLendon-Chisholm Board & Commission Application

Personal Information

Name: Thomas D Hritz _____
 Street Address: 1305 Somerset Lane _____, Rockwall, Texas 75032
 Mailing Address (if different): _____ Home Phone: 714-963-3610 _____
 Work Phone: 714-595-5931 _____ Other: _____ Email Address: Hritzzy@yahoo.com _____
 Best method to contact you: 714-595-5931 _____
 Length of Residence in the City? 4 1/2 years _____ In ETJ? _____

Occupational Information

Occupation/Business: Former Manager f Computer Programmers (Acrospace) _____

Qualifications

Are you a Registered Voter ? _____ Yes _____ What Precinct? 3 _____

Please list any other community activities you are involved in: (civic/hobbies) Republican Clubs (Mens, Womens, Hispanic) _____

Have you previously or do you currently serve on any City boards? _____ Yes _____ X _____ No If so, list boards and dates: _____

Have you attended any Board or Council meetings? _____ Yes _____

Thank you for your interest in serving the City of McLendon-Chisholm. Please indicate below on which you would prefer to serve, Board / Commission. Please note that in addition to the regular scheduled board meetings, members may be required to attend training, work sessions, and joint meetings.

_____ Board of Adjustments

☒ **Planning and Zoning
Commission**

If selected as a board/commission member, I understand that information on this application is subject to the Texas Public Information Act and may be disclosed to anyone requesting this information. I understand that the act does allow a board/commission member of a governmental body to choose whether to allow public access to the information in the custody of the City that relates to the home address, home phone number, social security number, or that reveals whether the board/commission member has family members. If selected as a board/commission member of the City of McLendon-Chisholm, I choose to: (☒) allow () not allow public access to my home address, home phone number, social security number, or whether I have family members.

Thomas D Hritz
Signed

Date: 09/03/2022

June 16, 2023

Mayor Short,

Here are my recommendations for Planning & Zoning Commissioners and Board of Adjustment Members.

5 Planning & Zoning Commissioners

Mark Kipphut
Robert Rhode
Chris Freeze
Gyle Dale
Terry Eoff

In addition to the 5 regular members, here are 3 alternates in case there is an absence of one or more members when requested to do so.

Michael Easter
Jose Velosques
Thomas D. Hritz

Board of Adjustment Members

Reappoint the following members:

Gary Nickel
David Cross
Herb Harker

BOA has two existing alternates, but another can be appointed. My recommendation is to appoint one alternate:

Clark Bowering

Sincerely,

Adrienne Balkum
Mayor Pro Tem



**City of McLendon-Chisholm
Board & Commission Application**

Personal Information

Name: Gary Nickel
Street Address: 612 Kentwood Dr, Rockwall, Texas 75032
Mailing Address (if different): _____ Home Phone: _____
Work Phone: _____ Other: 832-687-5102 Email Address: gnick540@gmail
Best method to contact you: Email, phone
Length of Residence in the City? 2010 In ETJ? No

Occupational Information

Occupation/Business: Ret engi

Qualifications

Are you a Registered Voter? yes What Precinct? 3D

Special knowledge or experience applicable to City Board or Commission function: _____

Please list any other community activities you are involved in: (civic/hobbies) sometimes HOA pres

Have you previously or do you currently serve on any City boards? ☒ Yes ☐ No If so, list boards and dates:
BoA 2013 (?) to present

Have you attended any Board or Council meetings? Yes

Thank you for your interest in serving the City of McLendon-Chisholm. Please indicate below on which you would prefer to serve, Board / Commission. Please note that in addition to the regular scheduled board meetings, members may be required to attend training, work sessions, and joint meetings.

☒ Board of Adjustments ☐ Planning and Zoning Commission

If selected as a board/commission member, I understand that information on this application is subject to the Texas Public Information Act and may be disclosed to anyone requesting this information. I understand that the act does allow a board/commission member of a governmental body to choose whether to allow public access to the information in the custody of the City that relates to the home address, home phone number, social security number, or that reveals whether the board/commission member has family members. If selected as a board/commission member of the City of McLendon-Chisholm, I choose to: ☒ allow ☐ not allow public access to my home address, home phone number, social security number, or whether I have family members.

Signed Gary Nickel

Date: 6-7-2021



**City of McLendon-Chisholm
Board & Commission Application**

Personal Information

Name: David Cross
Street Address: 941 FM 1139, Rockwall, Texas 75032
Mailing Address (if different): _____ Home Phone: 214-500-6338
Work Phone: 214-500-6338 Other: _____ Email Address: david@wholeenvironmental.com
Best method to contact you: Phone
Length of Residence in the City? 4 years In ETJ? No

Occupational Information

Occupation/Business: Contractor

Qualifications

Are you a Registered Voter? Yes What Precinct? 3D

Special knowledge or experience applicable to City Board or Commission function: _____

Please list any other community activities you are involved in: (civic/hobbies) _____

Have you previously or do you currently serve on any City boards? Yes ☒ No ☐ If so, list boards and dates: _____

Have you attended any Board or Council meetings? NO

Thank you for your interest in serving the City of McLendon-Chisholm. Please indicate below on which you would prefer to serve, Board / Commission. Please note that in addition to the regular scheduled board meetings, members may be required to attend training, work sessions, and joint meetings.

☒ Board of Adjustments

☒ Planning and Zoning Commission

If selected as a board/commission member, I understand that information on this application is subject to the Texas Public Information Act and may be disclosed to anyone requesting this information. I understand that the act does allow a board/commission member of a governmental body to choose whether to allow public access to the information in the custody of the City that relates to the home address, home phone number, social security number, or that reveals whether the board/commission member has family members. If selected as a board/commission member of the City of McLendon-Chisholm, I choose to: () allow () not allow public access to my home address, home phone number, social security number, or whether I have family members.

Signed

Date:

6/14/19



RECEIVED

5/16/23

2

**City of McLendon-Chisholm
Board & Commission Application**

Personal Information

Name: HERB HARKER
Street Address: 321 PARTRIDGE DR., Rockwall, Texas 75032
Mailing Address (if different): _____
Work Phone: 214-457-8819 Other: _____ Home Phone: _____
Email Address: HARKER@FLASH.NET
Best method to contact you: WORK PHONE
Length of Residence in the City? 16 YEARS In ETJ? _____

Occupational Information

Occupation/Business: ON-SITE SEWAGE SYSTEM DESIGNER

Qualifications

Are you a Registered Voter? YES What Precinct? 3D
Special knowledge or experience applicable to City Board or Commission function: 23 YEARS WORKING WITH BUILDERS/HOMEOWNERS/DEVELOPERS, 29 YEARS WITH CITY OF DALLAS
Please list any other community activities you are involved in: (civic/hobbies) OUR ENVIRONMENTAL & PUBLIC HEALTH ADJUSTMENTS MEMBER, MEMBER OF QUAIL CREEK HOA BOARD.
Have you previously or do you currently serve on any City boards? ✓ Yes BOA MEMBER SINCE 2013. No _____ If so, list boards and dates:
Have you attended any Board or Council meetings? YES, ROUTINELY.

Thank you for your interest in serving the City of McLendon-Chisholm. Please indicate below on which you would prefer to serve, Board / Commission. Please note that in addition to the regular scheduled board meetings, members may be required to attend training, work sessions, and joint meetings.

✓ Board of Adjustments

____ Planning and Zoning Commission

If selected as a board/commission member, I understand that information on this application is subject to the Texas Public Information Act and may be disclosed to anyone requesting this information. I understand that the act does allow a board/commission member of a governmental body to choose whether to allow public access to the information in the custody of the City that relates to the home address, home phone number, social security number, or that reveals whether the board/commission member has family members. If selected as a board/commission member of the City of McLendon-Chisholm, I choose to: () allow () not allow public access to my home address, home phone number, social security number, or whether I have family members.

Signed

Herb Harker RS

Date:

5/15/23



**City of McLendon-Chisholm
Board & Commission Application**

Personal Information

Name: CLARK BOWERING
Street Address: 1400 COPPARA DR, Rockwall, Texas 75032
Mailing Address (if different): _____ Home Phone: _____
Work Phone: _____ Other: 760.617.6674 Email Address: CGB.GOLF8@GMAIL.COM
Best method to contact you: PHONE
Length of Residence in the City? 3 YRS In ETJ? 3 YRS

Occupational Information

Occupation/Business: FIELD SUPERVISOR CITY OF DALLAS WATER UTILITIES/
METER SERVICES

Qualifications

Are you a Registered Voter? YES What Precinct? 3D
Special knowledge or experience applicable to City Board or Commission function: IN CITY WATER; RESIDENTIAL & COMMERCIAL METER SERVICES
Please list any other community activities you are involved in: (civic/hobbies) _____

Have you previously or do you currently serve on any City boards? Yes ☒ No ☐ If so, list boards and dates: _____

Have you attended any Board or Council meetings? YES

Thank you for your interest in serving the City of McLendon-Chisholm. Please indicate below on which you would prefer to serve, Board / Commission. Please note that in addition to the regular scheduled board meetings, members may be required to attend training, work sessions, and joint meetings.

☒ Board of Adjustments

☒ Planning and Zoning Commission

If selected as a board/commission member, I understand that information on this application is subject to the Texas Public Information Act and may be disclosed to anyone requesting this information. I understand that the act does allow a board/commission member of a governmental body to choose whether to allow public access to the information in the custody of the City that relates to the home address, home phone number, social security number, or that reveals whether the board/commission member has family members. If selected as a board/commission member of the City of McLendon-Chisholm, I choose to: (☒ allow () not allow) public access to my home address, home phone number, social security number, or whether I have family members.

Signed _____

Date: 5.23.23



City of McLendon-Chisholm

Staff Report

Date: June 27, 2023

Agenda Item: Review/Action: Receive Direction (Motion) City-Wide Solid Waste and Recycling on contract continuation (5 years) or go out to bid seeking additional providers

Fiscal Impact: N/A

Background: The City Council requested staff to evaluate the prior city contract agreement with Community Waste Disposal (CWD), as well as evaluate bid providers.

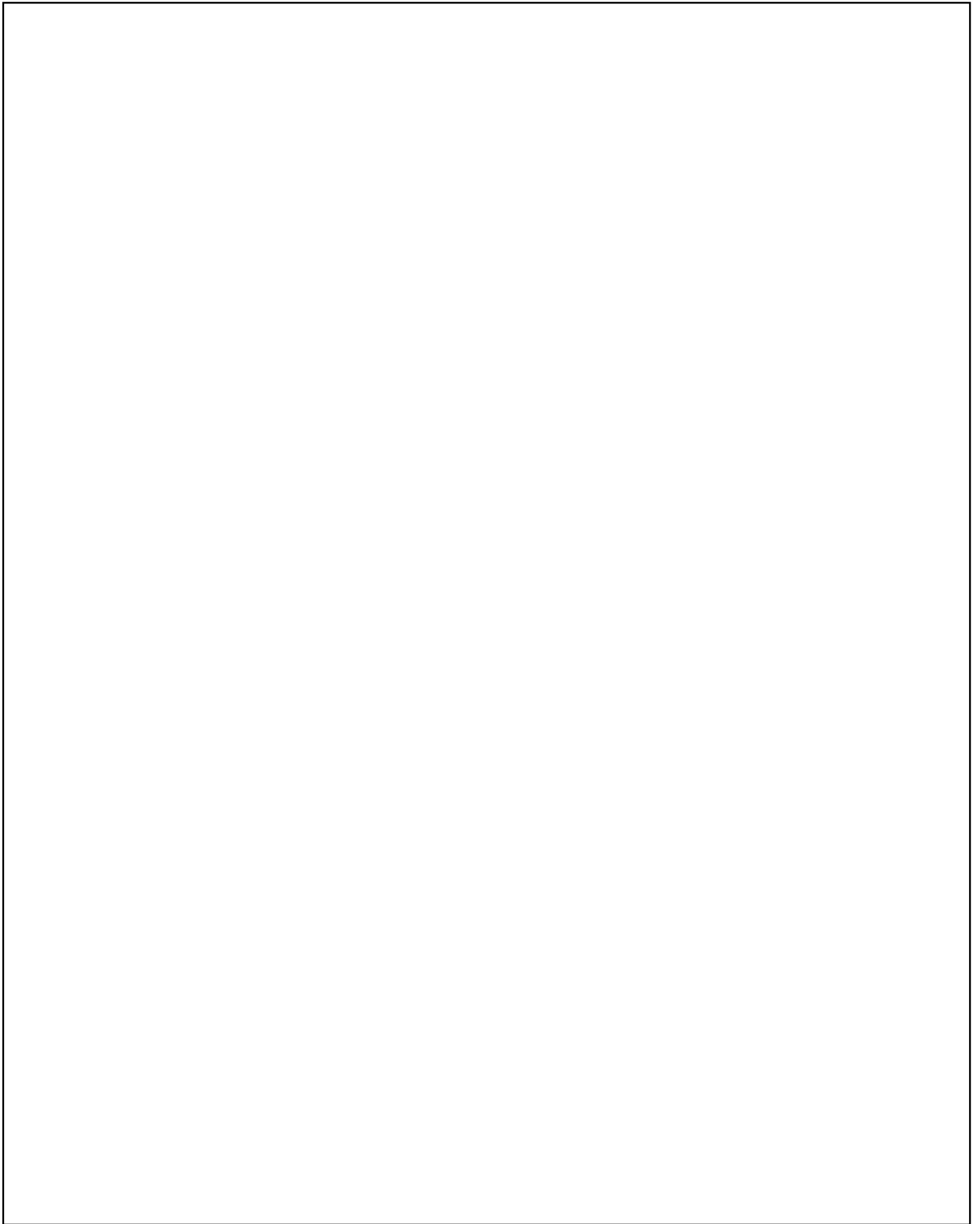
The mayor and two (2) City Council members have met with the Community Waste Disposal (CWD) owner/president, vice president, CWD supervisor and operation manager responsible directly for MC. Substantial information was received, and issues addressed.

The current provider (CWD), based on current contractual requirement, must be notified by June 30, 2023 of the city's intent to go out to bid OR automatically have the current provider for 5 more years.

If the City decides to continue with the current provider, we can definitely sit down and renegotiate certain contract provisions.

The City also still has the option to go out for competitive bidding on a new contract. There is definitely interest from other providers to bid on a new contract.

Motion: Motion to approve _____





CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: June 27, 2023

SUBJECT: Petition and resolution for consent to add land to an existing municipal utility District

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

APPLICANT: DMDS Land Company, LLC
1501 Alta Drive
Fort Worth, Texas 76107

CITY COUNCIL MEETING DATE: May 24, 2023

REPRESENTATIVE: Elizabeth Veale
Coats/Rose Lawfirm
14755 Preston Road
Suite 600
Dallas, Texas 75254

BACKGROUND INFORMATION: The applicant has requested consideration of a petition to add 297.247 acres pf land to the existing municipal utility district [River Rocks Trails] and approval of a resolution confirming the authorization to add the subject property to the boundary of the River Rocks Trails Municipal Utility District #2 [formerly known as Rockwall County Water Control and Improvement District #2]. Subsequent to consideration of the Petition the applicant has requested approval of the attached resolution granting approval of the addition of the 297,247 acres of land as described in the attached EXHIBIT A: LEGAL DESCRIPTION.

The property described within the Petition, the Resolution and EXHIBIT A lies within the extra territorial jurisdiction of the City of McLendon-Chisholm.

Letter of request

COATS | ROSE

A PROFESSIONAL CORPORATION

A. ELIZABETH VEALE
ASSOCIATE

EVEALE@COATSROSE.COM
DIRECT: (972) 419-4701
FAX: (972) 702-0662

May 02, 2023

VIA FEDERAL EXPRESS

City of McLendon-Chisholm
Attn: Shelly Green, City Secretary
1371 West FM 550
McLendon-Chisholm, Texas 75032

Re: Petition for Consent to Addition of Land to a Municipal Utility District for River
Rock Trails Municipal Utility District No. 2

Dear Ms. Green:

Enclosed please find a Petition for Consent to Addition of Land to a Municipal Utility District for River Rock Trails Municipal Utility District No. 2. Please acknowledge receipt of this document by executing the three (3) Certificates of Receipt enclosed. Upon such execution, please return the receipts in the FedEx envelope provided. I have also included the form of the consent resolution for the City's use.

Please do not hesitate to contact me should you have any questions. You can reach me via email (eveale@coatsrose.com) or by my direct line (972-419-4701). If the City has any questions or concerns regarding the enclosed Petition, we would be happy to schedule a meeting to discuss whenever is convenient for your office.

Very truly yours,



A. Elizabeth Veale

Enclosures

14755 PRESTON ROAD, SUITE 600, DALLAS, TEXAS 75254
PHONE: (972) 788-1600 FAX: (972) 702-0662
COATSROSE.COM

HOUSTON | AUSTIN | DALLAS | SAN ANTONIO | NEW ORLEANS | CINCINNATI
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PETITION FOR CONSENT TO ADDITION OF LAND TO A MUNICIPAL UTILITY DISTRICT

**i PETITION FOR CONSENT TO ADDITION OF LAND
TO A MUNICIPAL UTILITY DISTRICT**

THE STATE OF TEXAS §

COUNTY OF ROCKWALL §

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

The undersigned, DMDS Land Company, LLC, a Texas limited liability company (the "Owner"), acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code, and Section 42.0425 of the Texas Local Government Code, respectfully petitions the City of McLendon-Chisholm, Texas for its consent to the addition of land to River Rock Trails Municipal Utility District No. 2 (the "District"), and in support of this Petition would respectfully show the following:

I.

The approximately 297.247 acres sought to be added to the District (the "Tract") is described by metes and bounds in Exhibit "A," attached hereto and made a part hereof for all purposes.

II.

The Tract lies within Rockwall County, and not within the boundaries of any incorporated city or town. The Tract lies within the exclusive extraterritorial jurisdiction of the City of McLendon-Chisholm, Texas, as such term is determined pursuant to Chapter 42 V.T.C.A. Local Government Code.

III.

The Owner is the holder of title to the Tract as shown by the Rockwall County Tax Rolls and conveyances of record. There are no lienholders on the Tract.

IV.

Rockwall County Water Control and Improvement District No. 2 (the "Original District") was organized, created and established pursuant to an Order of the Texas Commission on Environmental Quality (the "Commission"), dated August 14, 2012, pursuant to the terms and provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51 of the Texas Water Code, as amended. By Order dated January 14, 2021, the Commission approved a request by the Original District to change its name and convert into a municipal utility district operating pursuant to Chapters 49 and 54, Texas Water Code, as amended, and the Commission approved the Original District's request to change its name to River Rock Trails Municipal Utility District No. 2 and convert into a municipal utility district operating pursuant to Chapters

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49 and 54, Texas Water Code, as amended. The District generally is empowered and authorized to purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary to accomplish the purposes of its creation.

V.

The general nature of the work to be done by and within the Tract at the present time is the construction, maintenance and operation of a waterworks system for residential and commercial purposes; the construction, maintenance and operation of a sanitary sewer collection system and sewage disposal plant; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the lands to be included within the District; and the construction of roads and of such additional facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is organized.

VI.

There is a necessity for the improvements above described because the Tract is located within an area that is experiencing substantial and sustained residential growth, is urban in nature and is not supplied with adequate water, sanitary sewer and drainage facilities and roads. The health and welfare of the future inhabitants of the Tract requires the acquisition and installation of an adequate waterworks, sanitary sewer and storm drainage system and roads. The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Tract within the District.

VII.

Said proposed improvements are practicable and feasible, in that the terrain of the Tract is of such a nature that a waterworks system and sanitary and storm sewer systems and roads can be constructed at a reasonable cost; and said land will be rapidly developed for residential purposes.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Tract, and it is now estimated by the Owner, from such information as it has at this time, that the ultimate cost of the development contemplated will be approximately \$89,100,000.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of McLendon-Chisholm, Texas, adopt a resolution giving its written consent to the addition of the Tract to the District.

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PAGE 3

RESPECTFULLY SUBMITTED, this 27 day of April, 2023.

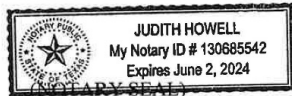
OWNER:

DMDS LAND COMPANY, LLC,
a Texas limited liability company

By: [Signature]
Name: Ryan Horton
Title: manager

THE STATE OF TEXAS §
§
COUNTY OF Tarrant §

This instrument was acknowledged before me on this 27 day of April, 2023, by Ryan Horton, manager of DMDS Land Company, LLC, a Texas limited liability company, on behalf of said ~~limited~~ liability company.



[Signature]
Notary Public in and for the State of Texas

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LEGAL DESCRIPTION OF PROPERTY TO BE INCLUDED IN THE MUNICIPAL UTILITY DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION
(ANNEXATION INTO RIVER ROCK TRAILS MUD 2)
PORTION WITHIN THE LIMITS OF THE MCLENDON-CHISHOLM ETJ
ROCKWALL COUNTY, TEXAS
(TRACT 1-297.247 acres)

BEING a parcel of land located in the McLendon-Chisholm ETJ, Rockwall County, Texas, being a part of the Franklin Banguss Survey, Abstract Number 7, and being a part of that called 641.6711 acre tract of land described in deed to DMDS Land Company, LLC. as recorded in Document Number 2020-30685, Official Public Records of Rockwall County, Texas, and being further described as follows:

BEGINNING at the west corner of said 641.6711 acre tract, said point being in the approximate centerline of Edwards Road;

THENCE along the northwest line of said 641.6711 acre tract as follows;

North 31 degrees 46 minutes 55 seconds East, 662.30 feet to a point for corner;
North 47 degrees 43 minutes 13 seconds East, 385.15 feet to a point for corner;
North 48 degrees 01 minutes 46 seconds East, 401.63 feet to a point for corner;
South 58 degrees 25 minutes 25 seconds East, 282.59 feet to a point for corner;
North 69 degrees 46 minutes 25 seconds East, 686.17 feet to a point for corner;
North 69 degrees 41 minutes 44 seconds East, 582.63 feet to a point for corner, said point

being in the northeast line of the McLendon-Chisholm ETJ;

THENCE along the northeast line of said McLendon-Chisholm ETJ as follows;

South 45 degrees 48 minutes 39 seconds East, 2,249.27 feet to a point for corner;
Southeasterly, 4,144.43 feet following a curve turning to the right, having a central angle of 89 degrees 56 minutes 47 seconds, having a radius of 2,640.00 feet, and whose long chord bears South 00 degrees 50 minutes 16 seconds East, 3,731.77 feet to a point for corner, said point being in the southwest line of said 641.6711 acre tract, said point also being in the approximate centerline of Edwards Road;

THENCE along the southwest line of said 641.6711 acre tract and the approximate centerline of Edwards Road as follows;

North 45 degrees 51 minutes 52 seconds West, 2,640.00 feet to a point for corner;
North 45 degrees 46 minutes 39 seconds West, 1,818.97 feet to a point for corner;
North 45 degrees 47 minutes 06 seconds West, 1,161.60 feet to the POINT OF

BEGINNING and containing 12,948,065 square feet or 297.247 acres of land.

BASIS OF BEARING: THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD83)

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.23, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY

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PAGE 2 LEGAL DESCRIPTION

OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

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The map displays the Riverrock Trails District Exhibit, a 344-acre tract in Rockwall County, Texas. The tract is divided into two muds: MUD #2 (approx. 297.241 AC) and MUD #1 (approx. 344.64 AC). The map includes surrounding roads: Jones Road, Wallace Road, F.M. 548, F.M. 550, and Edwards Road. A legend indicates that green areas are floodplain acreage and yellow areas are developable acreage. A table provides a land use summary for the 344-acre tract.

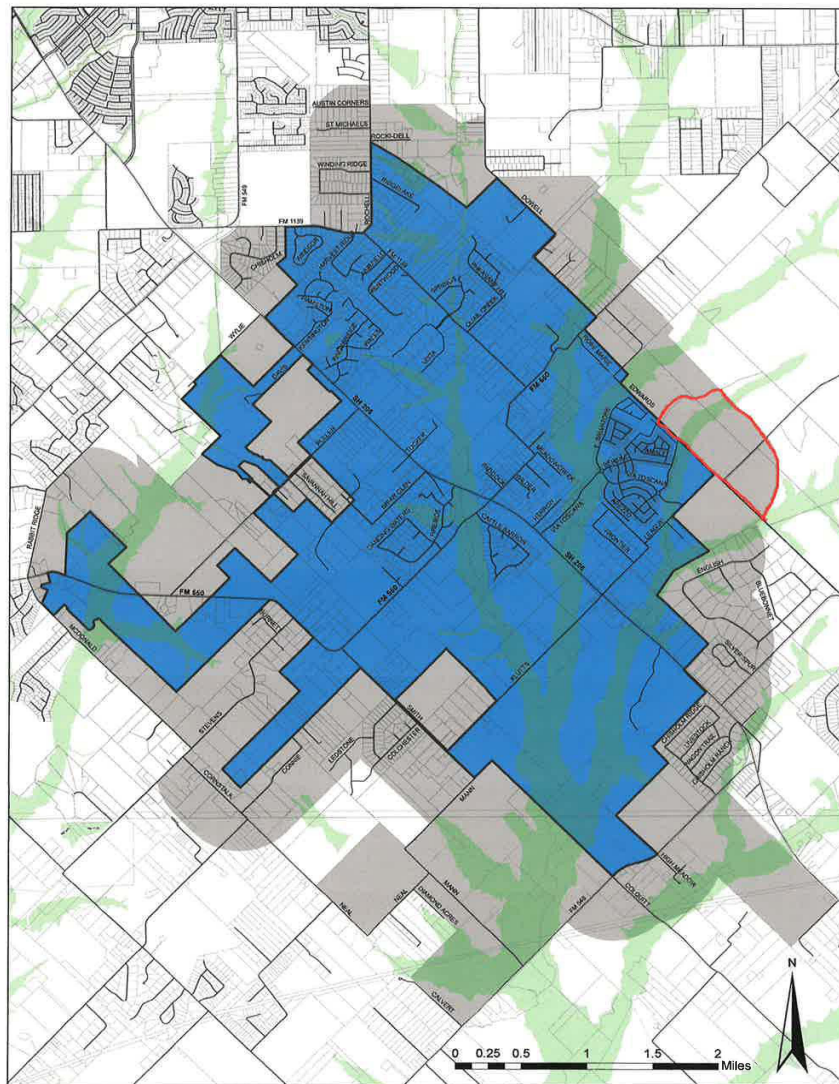
LAND USE SUMMARY	
344 ACRE TRACT (ROCKWALL COUNTY)	
TOTAL ACRE TRACT (INCLUDING OVERLAP FTU)	
FLOODPLAIN ACREAGE (F)	123.34
DEVELOPABLE ACREAGE (D)	221.10
TOTAL ACRE TRACT (INCLUDING OVERLAP FTU)	
FLOODPLAIN ACREAGE (F)	18.41
DEVELOPABLE ACREAGE (D)	266.89

EXHIBIT SHOWING MCLENDON-CHISHOLM ETJ AND SUBJECT PROPERTY OUTLINED IN RED

City of McLendon-Chisholm



- McLendon-Chisholm City Limits
- McLendon-Chisholm Extraterritorial Jurisdiction
- Floodplain
- Parcels
- Roads



November 2021

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF McLENDON-CHISHOLM, TEXAS CONSENTING TO THE ADDITION OF CERTAIN LAND INTO RIVER ROCK TRAILS MUNICIPAL UTILITY DISTRICT NO. 2; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on _____, 2023, the City of McLendon-Chisholm, Texas (the "City") received a Petition for Consent to Addition of Land to a Municipal Utility District (the "Petition") executed by DMDS Land Company, LLC, a Texas limited liability company (the "Petitioner"), attached hereto as Exhibit "A"; and

WHEREAS, the Petition seeks to add that certain 297.247-acre tract of land described therein (the "Property") to River Rock Trails Municipal Utility District No. 2 (the "District"), the Property being wholly located in the extraterritorial jurisdiction of the City; and

WHEREAS, Texas Local Government Code, Section 42.0425, provides that land within the extraterritorial jurisdiction of a city, town or village may not be added to the District without the written consent of such city, town, or village; and

WHEREAS, the City Council of the City desires to adopt a Resolution for the purpose of consenting to the inclusion of the Property in the District.

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

Section 1. That the facts set out in the preamble are true and correct and are incorporated herein for all purposes.

Section 2. That the City Council hereby gives written consent, pursuant to Section 42.0425, Texas Local Government Code, to the addition of the Property to the District.

Section 3. The City Council of the City officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall and on the official website of the City in the manner and for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 4. This Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

PASSED AND APPROVED by the City Council of the City of McLendon-Chisholm,
Texas on the ____ day of _____, 2023.

Keith Short, Mayor

ATTEST:

Shelly Green, City Secretary

(CITY SEAL)

Approved as to Form:

City Attorney

Exhibit "A"
PETITION FOR CONSENT TO ADDITION OF LAND
TO A MUNICIPAL UTILITY DISTRICT

THE STATE OF TEXAS §

COUNTY OF ROCKWALL §

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

The undersigned, DMDS Land Company, LLC, a Texas limited liability company (the "Owner"), acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code, and Section 42.0425 of the Texas Local Government Code, respectfully petitions the City of McLendon-Chisholm, Texas for its consent to the addition of land to River Rock Trails Municipal Utility District No. 2 (the "District"), and in support of this Petition would respectfully show the following:

I.

The approximately 297.247 acres sought to be added to the District (the "Tract") is described by metes and bounds in Exhibit "A," attached hereto and made a part hereof for all purposes.

II.

The Tract lies within Rockwall County, and not within the boundaries of any incorporated city or town. The Tract lies within the exclusive extraterritorial jurisdiction of the City of McLendon-Chisholm, Texas, as such term is determined pursuant to Chapter 42 V.T.C.A. Local Government Code.

III.

The Owner is the holder of title to the Tract as shown by the Rockwall County Tax Rolls and conveyances of record. There are no lienholders on the Tract.

IV.

Rockwall County Water Control and Improvement District No. 2 (the "Original District") was organized, created and established pursuant to an Order of the Texas Commission on Environmental Quality (the "Commission"), dated August 14, 2012, pursuant to the terms and provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51 of the Texas Water Code, as amended. By Order dated January 14, 2021, the Commission approved a request by the Original District to change its name and convert into a municipal utility district operating pursuant to Chapters 49 and 54, Texas Water Code, as amended, and the Commission approved the Original District's request to change its name to River Rock Trails Municipal

Utility District No. 2 and convert into a municipal utility district operating pursuant to Chapters 49 and 54, Texas Water Code, as amended. The District generally is empowered and authorized to purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary to accomplish the purposes of its creation.

V.

The general nature of the work to be done by and within the Tract at the present time is the construction, maintenance and operation of a waterworks system for residential and commercial purposes; the construction, maintenance and operation of a sanitary sewer collection system and sewage disposal plant; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflowed lands within the lands to be included within the District; and the construction of roads and of such additional facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is organized.

VI.

There is a necessity for the improvements above described because the Tract is located within an area that is experiencing substantial and sustained residential growth, is urban in nature and is not supplied with adequate water, sanitary sewer and drainage facilities and roads. The health and welfare of the future inhabitants of the Tract requires the acquisition and installation of an adequate waterworks, sanitary sewer and storm drainage system and roads. The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Tract within the District.

VII.

Said proposed improvements are practicable and feasible, in that the terrain of the Tract is of such a nature that a waterworks system and sanitary and storm sewer systems and roads can be constructed at a reasonable cost; and said land will be rapidly developed for residential purposes.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Tract, and it is now estimated by the Owner, from such information as it has at this time, that the ultimate cost of the development contemplated will be approximately \$89,100,000.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Josephine, Texas, adopt a resolution giving its written consent to the addition of the Tract to the District.

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RESPECTFULLY SUBMITTED, this 27 day of April, 2023.

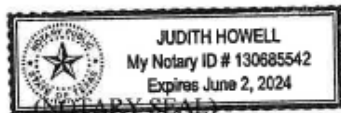
OWNER:

DMDS LAND COMPANY, LLC,
a Texas limited liability company

By: [Signature]
Name: Ryan Horton
Title: manager

THE STATE OF TEXAS §
COUNTY OF Tarrant §

This instrument was acknowledged before me on this 27 day of April, 2023, by Ryan Horton, manager of DMDS Land Company, LLC, a Texas limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public in and for the State of Texas

016985.000000\4858-2612-9758.v1

016985.000000\4882-9824-6240.v1

EXHIBIT "A"

LEGAL DESCRIPTION

(ANNEXATION INTO RIVER ROCK TRAILS MUD 2)

PORTION WITHIN THE LIMITS OF THE MCLENDON-CHISHOLM ETJ

ROCKWALL COUNTY, TEXAS

(TRACT 1-297.247 acres)

BEING a parcel of land located in the McLendon-Chisholm ETJ, Rockwall County, Texas, being a part of the Franklin Banguss Survey, Abstract Number 7, and being a part of that called 641.6711 acre tract of land described in deed to DMDS Land Company, LLC. as recorded in Document Number 2020-30685, Official Public Records of Rockwall County, Texas, and being further described as follows:

BEGINNING at the west corner of said 641.6711 acre tract, said point being in the approximate centerline of Edwards Road;

THENCE along the northwest line of said 641.6711 acre tract as follows;

North 31 degrees 46 minutes 55 seconds East, 662.30 feet to a point for corner;

North 47 degrees 43 minutes 13 seconds East, 385.15 feet to a point for corner;

North 48 degrees 01 minutes 46 seconds East, 401.63 feet to a point for corner;

South 58 degrees 25 minutes 25 seconds East, 282.59 feet to a point for corner;

North 69 degrees 46 minutes 25 seconds East, 686.17 feet to a point for corner;

North 69 degrees 41 minutes 44 seconds East, 582.63 feet to a point for corner, said point being in the northeast line of the McLendon-Chisholm ETJ;

THENCE along the northeast line of said McLendon-Chisholm ETJ as follows;

South 45 degrees 48 minutes 39 seconds East, 2,249.27 feet to a point for corner;

Southeasterly, 4,144.43 feet following a curve turning to the right, having a central angle of 89 degrees 56 minutes 47 seconds, having a radius of 2,640.00 feet, and whose long chord bears South 00 degrees 50 minutes 16 seconds East, 3,731.77 feet to a point for corner, said point being in the southwest line of said 641.6711 acre tract, said point also being in the approximate centerline of Edwards Road;

THENCE along the southwest line of said 641.6711 acre tract and the approximate centerline of Edwards Road as follows;

North 45 degrees 51 minutes 52 seconds West, 2,640.00 feet to a point for corner;

North 45 degrees 46 minutes 39 seconds West, 1,818.97 feet to a point for corner;

North 45 degrees 47 minutes 06 seconds West, 1,161.60 feet to the POINT OF

BEGINNING and containing 12,948,065 square feet or 297.247 acres of land.

BASIS OF BEARING: THE BASIS OF BEARING IS BASED ON THE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 STATE PLANE COORDINATES, NAD83)

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.23, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY

OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Oak National Development LLC, a Texas Liability Company ("Owner"), and the City of McLendon-Chisholm, Texas (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, certain terms used herein are defined in Article I; and

WHEREAS, the City is a municipality organized under the laws of the State of Texas located within Rockwall County, Texas; and

WHEREAS, Owner and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, Oak National Development currently owns approximately 148.15 acres of real property, (the "Property"), described by metes and bounds on Exhibit A; and

WHEREAS, Owner will, in accordance to the terms of this Agreement, develop the Property as a master planned single family residential community which includes certain tracts of land designated for a city park (the "Development") in accordance with the concept plan attached hereto as Exhibit B (the "Concept Plan") and the development standards set forth in those certain proposed development standards attached hereto as Exhibit C (the "Development Standards"); and

WHEREAS, the Development will require the construction of certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems, a park, trail system, green areas; and land for all of the Onsite Improvements (collectively, the "Onsite Improvements") and, together with the Offsite Improvements, the "Public Improvements"; and

WHEREAS, the Development will showcase the City's Rural Heritage and Green Spaces in a City Park, Trail System, and Common Areas totaling approximately 57 acres which is over 1/3 of the area of the Development. Housing in the Development will reflect the past and current architectural styles of housing in the City.

WHEREAS, the Parties agree that the full development of the Property as provided herein will promote economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and thus will increase the City's tax base, sales tax revenues, and utility revenues; and

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

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Recitals. The recitals to this Agreement are incorporated herein for all purposes.

1.2 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

CCNs mean certificates of convenience and necessity.

City means the City of McLendon-Chisholm, Texas, a municipality located in Rockwall County, Texas.

City Assignee is defined in Section 5.2.

City Council means the city council of the City.

Concept Plan means the concept plan as shown in Exhibit B.

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on Exhibit C.

Effective Date is defined in the introductory paragraph.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Public Improvements and for which a final plat has been approved by the City and recorded in the real property records of Rockwall County.

HOA Open Space is defined in Section 2.1.

Owner is defined in the introductory paragraph and shall include Owner Assignee as defined in Section 5.1.

Owner Assignee is defined in Section 5.1.

Parties means the Owner and the City.

Party means the Owner or the City.

Property is described by metes and bounds on Exhibit A.

Public Improvements means those Onsite Improvements and Offsite Improvements intended to serve and benefit the Property, which are permitted to be funded under the TIRZ Act, and which are identified as an eligible expense in the Project and Financing Plan.

ARTICLE II
PARK, TRAIL SYSTEM, OPEN SPACE

2.1 Owner shall donate to the City the land labeled City Park Area and the land shown in red as trails on the concept plan Exhibit B, upon completion of the Park improvements. Areas labeled Open Space Area shall be owned by the HOA described herein.

2.2 City will cooperate with Owner to establish a TIRZ to pay for public improvements according to Chapter 311, Texas Tax Code (the TIRZ Act) and any shortfall from Park operating costs exceeding field fees paid by sports organizations.

2.3 **HOA Open Space.** Owner agree to dedicate to the HOA approximately 13.51 acres of open space (the "HOA Open Space") in the location shown on the Concept Plan attached hereto as **Exhibit C**, which may include floodplain. If dedicated to the City, Ownership of the Neighborhood Open Space shall be transferred to the HOA upon implementation of the HOA. Owner agree that the Neighborhood Open Space will include preservation of existing ponds, trails and other amenities provided at Owner' discretion. All maintenance within the Neighborhood Open Space shall be the responsibility of the HOA. The Parties agree that the Neighborhood Open Space shall be solely for the use of the District or the HOA and not open to the general public, and all expenses for construction, maintenance and operation shall be paid by the Owner until transferred to the HOA. At time of transfer to the HOA, all costs of maintenance and operation shall be borne solely by the HOA. The Owner and/or the HOA recognize and agree that the HOA Open Space is a private amenity and agree to take all necessary steps to identify the HOA Open Space as a private amenity that is not open to the general public.

2.4 **Onsite Improvements.** All Onsite Improvements shall be designed, constructed and installed by Owner in compliance with the Governing Regulations. Construction and/or installation of the Onsite Improvements shall not begin until complete and accurate plans and specifications have been approved by the City in accordance with standard City procedures. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the City of McLendon-Chisholm for maintenance of the completed Onsite Improvements. To the extent easements or rights-of-way are needed within the Property, they shall be dedicated by Owner and/or to the City at no cost to the City in the form of an instrument acceptable to both the City and Owner. The Onsite Improvements will be installed within easements granted to the City or in the public right of way by an instrument acceptable to the City in its sole discretion. The size of the Onsite Improvements shall be sized as finally determined by the Owner' engineer and confirmed by the City's engineer.

ARTICLE III
DEVELOPMENT OF THE PROPERTY

3.1 **Governing Regulations.** Development of the Property shall be governed solely by the following (collectively, the "Governing Regulations"):

(a) the Concept Plan attached hereto as Exhibit B, as amended from time to time in accordance with this Agreement;

(b) the Development Standards attached hereto as Exhibit C;

(c) approved final plats for all or a portion of the Property; and

(d) applicable federal, state, and local ordinances and regulations.

3.2 Amendment of Concept Plan. The Parties agree the Concept Plan was created by Owner for illustrating the boundary, lot mix and general layout of the project. Any amendment to the Concept Plan shall require an amendment to this Agreement and such amendment shall replace the attached Concept Plan and become a part of this Agreement. Notwithstanding the foregoing, the City Administrator of the City may but is not required to administratively approve any amendments to the Concept Plan that the City Administrator deems in his reasonable discretion to be consistent with Council approved site plans for the Development without amending this Agreement.

3.3 Enforcement of Regulations. The City will enforce the Governing Regulations on the Property in the same manner in which duly enacted zoning regulations are enforced within the City's corporate boundaries.

3.4 Homeowner's Association Required.

(a) Owner shall create a sustainable and mandatory homeowner's association ("HOA") for the Property that requires membership by all of the Owner of a residential lot within the Property.

(b) The HOA shall own and be responsible for the maintenance of any private facilities, appurtenances, and open spaces/common areas and facilities within the Property, unless specifically designated to be owned and maintained by the District.

(c) The HOA shall have covenants and bylaws and shall require the payment of dues and assessments to maintain any private streets and common areas and facilities. The HOA covenants shall provide for assessments and liens for nonpayment of dues or assessments. The approved covenants of the HOA must be recorded with the County Clerk for Rockwall County.

6.6 Conflicts.

(a) In the event of any direct conflict between this Agreement and any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control. Notwithstanding the foregoing, Owner shall comply with all applicable state and federal regulations and approved City design standards for Public Improvements.

(b) In the event of any direct conflict between the Development Standards and any other part of the Governing Regulations, the Development Standards shall control.

ARTICLE IV **EVENTS OF DEFAULT; REMEDIES**

4.1 **Events of Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

4.2 **Remedies.** If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT. The remedies set forth in this section are the sole and exclusive remedies for a default under this Agreement.

ARTICLE V **ASSIGNMENT AND ENCUMBRANCE**

5.1 **Assignment by Owner to Successor Owner.**

(a) Owner have the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "**Owner Assignee**") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner, and (iii) that has provided documentation of financial ability acceptable to the City to demonstrate that Owner Assignee is qualified to comply with all of the terms of this Agreement applicable to Owner, provided that Owner are not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered an "Owner" and a "Party," and under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Written notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the

assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. Subject to the provisions in subsection (c) below, from and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within fifteen (15) days after execution, Owner shall not be released until the City receives such copy of the assignment.

(c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) Owner shall maintain written records of all assignments made by Owner to Owner Assignees, including a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

5.2 Assignment by the City. The City has the right (from time to time without the consent of Owner, but upon prior written Notice to Owner) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to Owner at least fifteen (15) days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who Owner may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, Owner agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by Owner within fifteen (15) days after execution, the City shall not be released until Owner receives such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless Owner approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this

Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

5.3 Encumbrance by Owner and Assignees. Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

5.4 Transfer of Warranties. Any Public Improvements that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Improvements.

5.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an Ownership interest in any part of the Property shall be deemed to be an "Owner" and have all of the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said Ownership or Ownership interest.

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

ARTICLE VI

RECORDATION AND ESTOPPEL CERTIFICATES

6.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be

recorded in the deed records of Rockwall County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a Fully Developed and Improved Lot (an "End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

6.2 Estoppel Certificates. From time to time upon written request of Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of Owner under this Agreement that are in default.

ARTICLE VII **ADDITIONAL PROVISIONS**

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

7.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Administrator City of McLendon-Chisholm, Texas 1371 McLendon Rd Rockwall, TX 75032
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With a copy to:

To Owner:

Attn: Kevin Webb
Oak National Development, LLC
5763 S. SH 205
Rockwall, TX 75032

With a copy to:

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

7.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

7.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

7.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Owner represent and warrant that this Agreement has been approved by appropriate action of Owner, and that the individuals executing this Agreement on behalf of Owner have been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

7.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

7.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

7.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of

the Parties are performable in Rockwall County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Rockwall County District Court.

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

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

7.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

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

Exhibit A	Legal Description of the Property
Exhibit B	Concept Plan
Exhibit C	Development Standards

7.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section.

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

7.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Owner expressly amending the terms of this Agreement.

7.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B



MAY 11, 2023
SHEET NO. 1 OF 1
PROJECT #20842

PETITT - ECD
ENGINEERING SURVEYING
CONSTRUCTION ADMINISTRATION
1600 N. COLLINS BLVD
SUITE 2300
RICHARDSON, TX 75080
888 WOODWOOD CIRCLE
SUITE 100
WYLLIE, TX 75098
972-941-6400

CONCEPT PLAN
LEGACY PARK ESTATES
MCLENDON-CHISHOLM, TEXAS



EXHIBIT C
LEGACY PARK ESTATES
PLANNED DEVELOPMENT DISTRICT DEVELOPMENT STANDARDS
For Approximately 148.15 Acres
City of McLendon-Chisholm, Rockwall County, Texas

1. Purpose and Intent

This Planned Development District provide for the development standards for a planned subdivision containing 335 single-family residential lots with a minimum lot size of seven thousand two hundred square feet of land and a city park. This development is approximately 148.15 acres of land generally located near the existing McLendon-Chisholm City Hall at 1371 W. FM 550.

2. Special Provisions

This Exhibit includes the PD Development Standards and the Concept Plan both of which are included and made a part of the ordinance adopting the Planned Development District.

- a. Minor amendments to the PD, including minor amendments to an approved Concept Plan or Development Plan, shall satisfy the following standards:
 - i. Does not increase density;
 - ii. Does not change the maximum structure height, reduce setbacks or parking requirements, or reduce the size of any residential lot.Requests to amend the PD or the Concept or Development Plans that fail to satisfy the standards of i. ii. Above shall be considered as a change in zoning and shall be required to satisfy the requirements of an original request for a change in zoning.
- b. Minor amendments amendment to the PDD including approved Concept or Development plans may be approved by the Mayor and the City Administrator. No action is required by the Planning and Zoning Commission or the City Council.
- c. Requests for minor amendments shall be made in writing and shall justify the reason or reasons for the requested amendment.

3. Development Plan

Prior to development of any portion of this planned development district, the City Council shall consider a development plan upon recommendation from the Planning and Zoning Commission.

Any development plan shall conform to the Concept Plan that has been approved and made a part of this ordinance.

This development may be constructed in phases. However, if constructed in phases, each phase shall have a development plan reviewed by the Planning and Zoning Commission and reviewed and approved by the City Council prior to any construction in that phase.

4. Development Standards

Lot layout shall conform to the Concept Plan that has been adopted and is part of this ordinance.

- a. This is a single-family zoning district.
- b. Permitted uses. In this zoning district, permitted uses are the same as in SF 1.5 of the City of McLendon-Chisholm Zoning Ordinance except as provided in this Development Agreement.
- c. Area requirements. Minimum residential lot size 7,200 square feet.
- d. Setbacks.

Front yard	20 feet
Side yard	5 feet
Rear yard	20 feet

Front yard setbacks shall be consistent for the entire block face. Side yard setbacks shall be consistent for the entire block face.

- e. Lot width. Minimum lot width is 60 feet.

For lots fronting on a cul-de-sac or eyebrow, the minimum lot width shall be measured at the front setback line. Corner lots may have the 10-foot side yard adjacent to the side street.
- f. Lot depth. 120 feet.
- g. Minimum Dwelling size. 2,000 square feet for 60' wide lots; 2,200 square feet for 80' wide lots.
- h. Lot coverage. 55 percent.
- i. Maximum Height. 36 feet from top of slab to top of rafters.
- j. Off-street parking. Shall conform to section 6-7, Off-street parking and loading requirements of the McLendon-Chisholm Zoning Ordinance.
- k. Accessory structures. Shall conform to the requirements of section 6-3 of the McLendon-Chisholm Zoning Ordinance.



**CITY OF McLENDON-CHISHOLM
PLAT APPLICATION**



Application Date: 6/6/23

Items Submitted. Check all that Apply:

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

General Information:

Addition Name (if platted): Meraki Phase 1A (Proposed) Current Zoning: N/A - ETJ

No. of Acres: 16.048 No. of Lots: 25 Proposed Zoning: N/A - ETJ

General Location of Property: Intersection of FM 548 and Mann Road

Proposed Use for Property: Single Family Residential

Applicant Name: Colton Smith

Company: Spiars Engineering and Surveying, Inc.

Address: 765 Custer Road City, State, Zip: Plano, TX 75075

Phone(s): 4697661778 Email: colton.smith@spiarsengineering.com

Owner Name: Tellus-Mann, LLC Contact: David Blom; Jutin Craig

Address: 130 N Preston Road, Suite 130 City, State, Zip: Prosper, TX 75078

Legal Description of the Property: Ruth Peckum, 183.0 Acres; Ruth Peckum, 222.123 Acres; Ruth Peckum, 3.71 Acres, & House

County Parcel ID: 11030, 10984, 11029

Other Information: _____

Page 1 of 2

Plat Application Revised 01/28/2020

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 \$ 4,535 to cover the cost of this application, and an initial deposit of \$ 3,000 for consulting fees has been paid to the City of McLendon-Chisholm on this 9th day of June, 2023

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

Signature of Applicant: _____

Justin Gray
Rochelle Green

(Seal)

City Secretary: _____



Page 2 of 2

Plat Application Revised 01/28/2020



CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: June 27, 2023

APPLICANT: Colton Smith
Spiars Engineering and Surveying, Inc.
765 Custer Road
Plano, Texas 75075

PROPERTY OWNER: Tellus-Mann, LLC.
130 N. Preston Road
Suite 130
Prosper, TX 75078

REPRESENTATIVE: Colton Smith

LOCATION: 16.048 acres of land located at the intersection of Mann Road and FM 548 Kaufman County, McLendon-Chisholm ETJ. Parts of KCAD PID# 11030, 10984, 11029

CITY COUNCIL MEETING DATE: June 27, 2023

This application is located within the extra territorial jurisdiction of McLendon-Chisholm.

The Planning and Zoning Commission has one of three possible recommendations to make: Approval; Approval with conditions [the conditions must be specific citing the portion of the Subdivision Regulations with which the application fails to comply; or disapproval. [If disapproved, the specific sections of the Subdivision Regulations not complying with the code must be cited].

REQUEST:

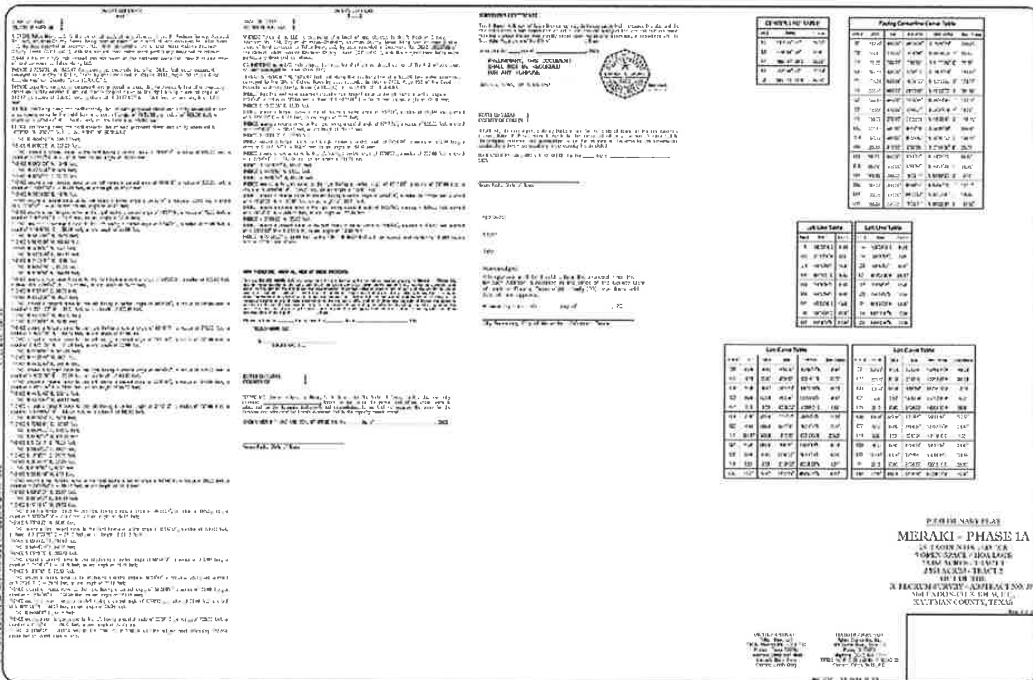
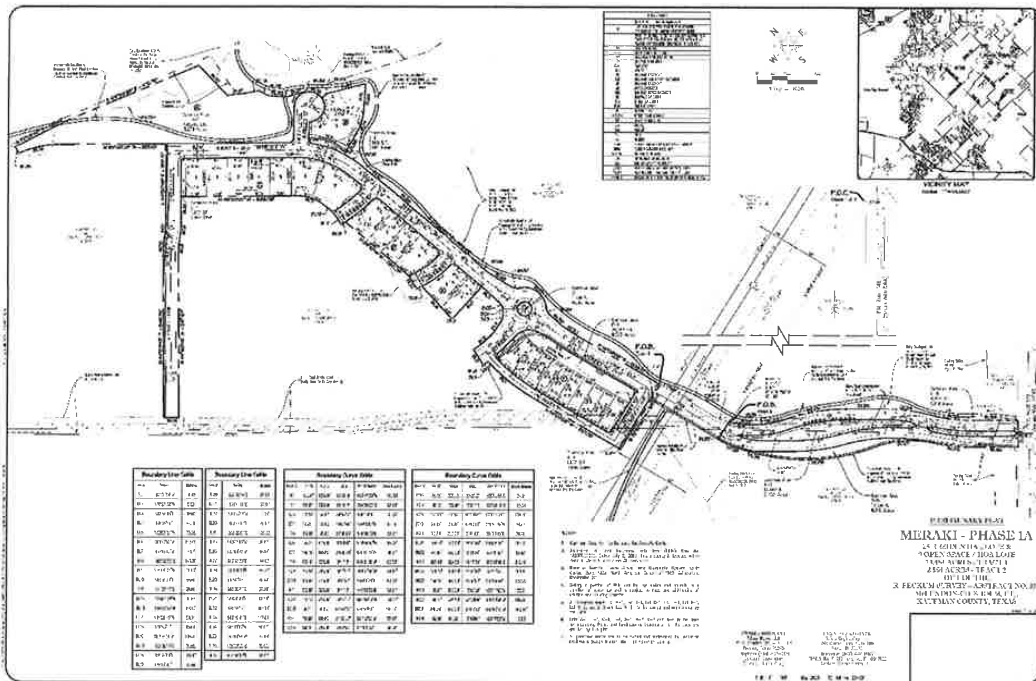
The applicant is requesting approval of a preliminary plat for a little over 16 acres of land for the development of a 25-lot residential subdivision with 9 open space/HOA Lots.

STAFF RECOMMENDATION: Approval with conditions:

- Revise to comply with Interlocal Agreement [attached] between the City and Kaufman County. The Kaufman County Thoroughfare Plan calls for Mann Road to have an 80 foot right of way. The preliminary plat only shows a 60 foot right of way.

[note: full sized copies of the preliminary plat are available at City Hall for inspection]

Proposed Preliminary Plat



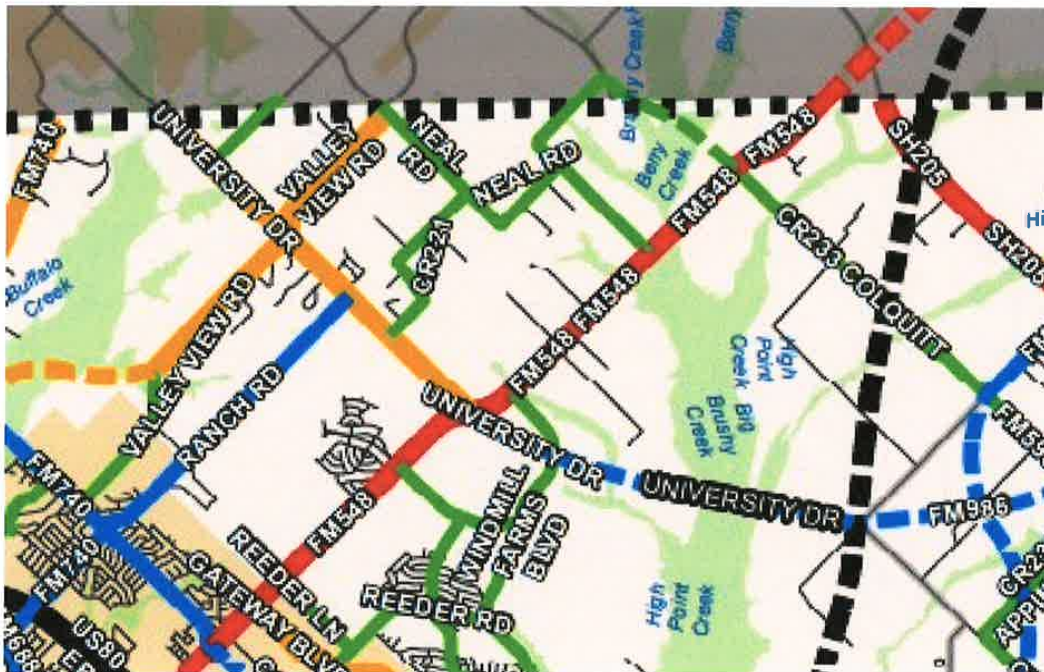
BACKGROUND INFORMATION:

This is the first of many plat applications the City expects to receive on the Tellus-Mann Project.

The subject property is a 16.048 acre tract of land that includes parts of three property identification numbers in Kaufman County, McLendon-Chisholm ETJ.

Thoroughfares/streets:

Below is a portion of the Kaufman County Thoroughfare Map showing Mann Road as a collector road requiring a minimum of 80 feet of right of way. The preliminary plat only shows a 60 foot right of way. Also, the management district for the Tellus-Mann project will be responsible for the construction and maintenance of the street system within the project. These roads will not be dedicated to the city or the county.



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Kaufman County Thoroughfare Map Legend



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Applicant letter of transmittal



765 CUSTER ROAD, SUITE 100 | PLANO, TEXAS 75075
972.422.0077 | FAX 972.422.0075
TBPE NO. F-2121 | TBPLS NO. F-10043100

May 24, 2023

City of McLendon-Chisolm
1371 W FM 550
Rockwall, Texas 75032

Re: **Preliminary Plat Letter of Transmittal**
Meraki Phase 1A
McLendon-Chisolm ETJ
Kaufman County, Texas
SEI Project No. 22-211

To Whom It May Concern,

This letter of transmittal accompanies a preliminary plat submittal for Meraki Phase 1A, a proposed development located in McLendon Chisolm ETJ, Kaufman County, Texas. The proposed development contains 16.048 acres and includes 25 residential lots and 8 open space lots.

The proposed improvements will consist of concrete curb and gutter roads with underground storm infrastructure. Subsurface conditions vary across the site with potential vertical movement ranging from 5 inches to 9 inches. Sanitary sewer service will be provided via a proposed wastewater treatment plant to be owned and operated by Ledbetter Freshwater Supply District No. 1 of Kaufman County. The site is currently within Highpoint's CCN, but alternate options for water through the City of McLendon-Chisolm in partnership with Terrell are being explored.

Sincerely,
Spiars Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Colton Smith'.

Colton Smith, P.E.
765 Custer Road
Plano, TX 75075

CC: **Justin Craig**
Tellus Group
130 N Preston Road, Ste. 130
Prosper, TX 75078

COURT ORDER NO. 030221-05

INTERLOCAL COOPERATION AGREEMENT
ETJ AUTHORITY – LAND USE REGULATIONS

This **INTERLOCAL COOPERATION AGREEMENT** ("Agreement") is entered into in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code and §242.001, Texas Local Government Code as amended by House Bill 1445 ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, by and between the **CITY OF MCLENDON-CHISHOLM, TEXAS** ("City"), a political subdivision of the State of Texas and **Kaufman County, Texas** ("Kaufman County"), also a political subdivision of the State of Texas.

WHEREAS, the Interlocal Cooperation Act allows local governments to contract with one another for the purpose of performing governmental functions including, but not limited to, platting and approval of related permits; and

WHEREAS, the City and Kaufman County mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically §791.001 regarding contracts to perform governmental functions and services; and

WHEREAS, H.B. 1445 requires the City and Kaufman County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and to approve related permits in the extraterritorial jurisdiction ("ETJ") of the City of McLendon-Chisholm; and

WHEREAS, it is the expressed desire of both the City and Kaufman County that *City be granted exclusive jurisdiction* to regulate subdivision plats and to approve related permits in City's ETJ as provided in the Interlocal Cooperation Act and H.B. 1445; and

WHEREAS, both the City and Kaufman County mutually desire to amend and replace the previous Interlocal Agreement related to the ETJ entered into under the provisions of Texas Government Code §242.001 on N/A, by entering into this new **INTERLOCAL COOPERATION AGREEMENT**.

NOW THEREFORE, the City and Kaufman County, for the mutual consideration stated herein, agree and understand as follows:

AGREEMENTS

1. Term of Agreement and Certification

- (a) The City and Kaufman County mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by both City and Kaufman County until September 30th, 2021. This Agreement shall automatically renew every two (2) years on October 1st, unless otherwise terminated (at any time) in writing by either party following ninety (90) days' notice.

COURT ORDER NO. _____

- (b) The City and Kaufman County mutually certify that this Agreement complies with the requirements and provisions of Texas Local Government Code, Chapter 242.

2. *City's Jurisdiction.* City is granted exclusive jurisdiction to regulate all subdivision platting in City's ETJ under the provisions of Chapter 212 of the Texas Local Government Code together with all other statutes applicable to municipalities.

Kaufman County shall not exercise any of the above functions within City's ETJ. City specifically agrees to coordinate with Kaufman County regarding permitting or platting that will impact county-maintained infrastructure.

3. *Kaufman County's Responsibilities.* Notwithstanding the grant of exclusive jurisdiction by Kaufman County to City above, Kaufman County will continue to enforce the following requirements of Kaufman County as they may be amended or updated from time to time:

- (a) Fire Code. Kaufman County shall enforce its Fire Code and issue all related permitting.
- (b) Building Permits. Kaufman County shall accept/enforce building permits pursuant to the Kaufman County Subdivision and Land Development Regulations except : McLendon-Chisholm shall accept/enforce building permits pursuant to City Subdivision Regulations for any area under a valid development agreement identifying McLendon-Chisholm as the permitting authority prior to the date of this agreement.
- (c) On-site Sewage Facilities. Kaufman County retains exclusive jurisdiction under this Agreement to review/issue permits for and oversee construction of on- site sewage facilities, including enforcement, under the provisions of Texas Health and Safety Code Chapter 366; 30 Texas Administrative Code ("TAC"), Chapter 285; and Kaufman County's OSSF Order.
- (d) Floodplain. Kaufman County is responsible for issuing permits pursuant to the Kaufman County Floodplain Order, including enforcement.
- (e) Driveway Culverts. Kaufman County is responsible for issuing permits for driveway culverts, including enforcement, pursuant to the Kaufman County Subdivision and Land Development Regulations except culverts which are part of subdivisions that have filed platting applications with the City and have been approved by the City of McLendon-Chisholm. Kaufman County shall regulate and issue permits for driveway permits for existing homes in the County and all driveways fronting Kaufman County roads.
- (f) 9-1-1 Addressing. Kaufman County is responsible for issuing 911 addressing and related permitting, pursuant to the Kaufman County Subdivision and Land Development Regulations.
- (g) County Property. Kaufman County retains exclusive jurisdiction under this Agreement to permit any/all construction activity regarding its county-maintained

COURT ORDER NO. _____

roadways and right-of-way, pursuant to the Kaufman County Subdivision and Land Development Regulations.

4. *ETJ Defined.* For the limited purposes of this Agreement, City's ETJ is described by the area indicated in Exhibit "A", attached hereto and made a part hereof for all purposes. The recognition of the ETJ shall not be deemed an admission by City or Kaufman County in any dispute with any other person or municipality regarding the boundaries of City's ETJ.
5. *ETJ Expansion or Reduction.* In the event City's ETJ expands, City and Kaufman County agree that City shall continue to be granted exclusive jurisdiction as specified in paragraph 2 above in its new, lawful ETJ. In the event that City's ETJ expands, City shall provide appropriate and timely notice of such expansion to Kaufman County who shall abide by updated mapping information as provided by City. In the event that City's ETJ is reduced, both City and Kaufman County agree that Kaufman County shall have exclusive jurisdiction to regulate subdivision plats and approve related permits in areas in the County that are no longer in City's ETJ until such time as Exhibit "A" to this Agreement is amended to take into account such ETJ reduction. In the event of such expansion or reduction of its ETJ, City agrees to notify Kaufman County of such expansion or reduction within thirty days by sending Kaufman County a copy of the applicable ordinance together with an amended Exhibit "A". Kaufman County shall have fifteen (15) days from its receipt of the amended Exhibit "A" to review said amended Exhibit "A" and present any objections to the accuracy of same to City. For the purposes of this Agreement, the "Date of Amendment" of Exhibit "A" shall be: (1) the fifteenth (15th) day after Kaufman County receives the amended exhibit provided Kaufman County does not object to its accuracy; or (2) in the event Kaufman County objects to its accuracy, upon resolution by the parties of such objection. Upon final approval by both Parties of any such Amendment to Exhibit "A" as described above, the same shall be deemed an amendment to this Agreement by the parties pursuant to Texas Local Government Code §242.001(c).
6. *Notice of Plat Submittals and Approvals.*
 - (a) City shall notify Kaufman County of all subdivision plat applications for property located within City's ETJ within thirty (30) days after receipt of a completed application. City shall use its best efforts to comply with this provision; however, failure to comply shall not affect the validity of any subdivision plat.
 - (b) City shall notify Kaufman County of the approval of plats for property located in City's ETJ within Kaufman County. A copy of the approved plat and any engineering plans shall be sent to Kaufman County at the address set out in Section 12(f) below within thirty (30) days of City's approval. After notice of approval is given, Kaufman County shall assign addresses to each lot within an approved subdivision.
 - (c) Nothing in this Agreement is intended to interfere with the recordation requirements of state law nor with the authority and duty of the County Clerk to collect filing and recording fees.

COURT ORDER NO. _____

7. *Collection of Fees and Costs.* All costs involved with the approval of subdivision plats under this Agreement, including but not limited to engineer reviews and inspections of public improvements, shall be borne by City and payable out of its current revenues. All fees relating to subdivision plat approval shall be collected and retained by City unless otherwise agreed in writing by both City and Kaufman County.
8. *County Roads*
 - (a) City shall only plat private roads and/or access easements and shall take no action to create any city or county road within its ETJ. Kaufman County shall, at its expense, continue to maintain roads within City's ETJ that have been accepted by the Commissioner's Court into Kaufman County's road-maintenance system unless otherwise provided by agreement. Requests for acceptance, abandonment, alterations, etc. of county roads within City's ETJ shall be submitted to County for approval pursuant to Kaufman County's Land Use Regulations.
 - (b) In order to be considered by Kaufman County for acceptance as a county road within City's ETJ and, as such, be eligible for county maintenance, the developer must have the proposed new road inspected and tested in order to establish that the proposed new road meets or exceeds City's most stringent road specifications as specified by the City Engineer. Required engineering review, testing and related costs shall be borne by the developer. The acceptance for maintenance of a new road as a county road that meets or exceeds City's most stringent road specifications lies solely within the discretion of the Commissioners Court. No other entity and no individual Kaufman County official has the authority to bind Kaufman County. Nothing in this Agreement binds Kaufman County to accept a road for maintenance, nor restricts the County's governmental authority to abandon a road or abandon maintenance of a road after it has been accepted.
9. *Thoroughfare Plan.* City shall require compliance with the Kaufman County Thoroughfare Plan.
10. *Effective Date.* The Effective Date of this Agreement shall be the date upon which both parties have approved and fully executed the same.
11. *Applicable Regulations.* The subdivision rules and regulations currently enacted by City and extended to the ETJ are hereby established as the set of regulations to be enforced by City within the ETJ. City will provide Kaufman County with copies of all amendments to City's subdivision rules and regulations proposed after the Effective Date as set forth in paragraph 10 above and will notify Kaufman County of all public hearings on any proposed amendments. In the event that City's Council updates a standard or standards, both City and Kaufman County agree that the most recent and up to date standard or standards shall be applied to any new application or project within City's ETJ.
12. *Miscellaneous Provisions.*
 - (a) This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained therein and may not be modified or amended except by written agreement duly executed by both parties.

COURT ORDER NO. _____

- (b) This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
- (c) This Agreement shall be construed in accordance with the laws of the State of Texas with venue for all purposes hereunder residing within Kaufman County, Texas.
- (d) If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof with the remaining provisions continuing to be in full force and effect.
- (e) This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither City nor Kaufman County waives any immunity or defense that would otherwise be available to it against claims by third parties.
- (f) All notices required to be given by virtue of this Agreement shall be addressed as follows and delivered by certified mail, postage prepaid or by hand delivery.

CITY OF MCLENDON-CHISHOLM:

City of McLendon-Chisholm, Texas
Attn: City Administrator
1371 West FM 550
McLendon-Chisholm, Texas 75032

KAUFMAN COUNTY:

Kaufman County, Texas
Attn: County Judge
100 West Mulberry Street
Kaufman, Texas 75142

With copies to: Development Services Department
 Kaufman County Courthouse
 100 West Mulberry Street
 Kaufman, Texas 75142

COURT ORDER NO. _____

District Attorney's Office – Civil Division
Attn: Civil Chief
Kaufman County Courthouse
100 West Mulberry Street
Kaufman, Texas 75142

PASSED AND APPROVED BY THE MCLENDON-CHISHOLM CITY COUNCIL on this
the 11TH day of November 2020.

CITY OF MCLENDON-CHISHOLM, TEXAS



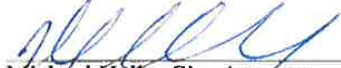
Keith Short, Mayor

ATTEST:



Rochelle Green, City Secretary

APPROVED AS TO FORM:



Michael Halla, City Attorney

PASSED AND APPROVED BY THE KAUFMAN COUNTY COMMISSIONERS COURT

on this the 9th day of March, 2020.

KAUFMAN COUNTY, TEXAS



Hal Richards, County Judge

ATTEST:

 by BSB

Laura Hughes, County Clerk

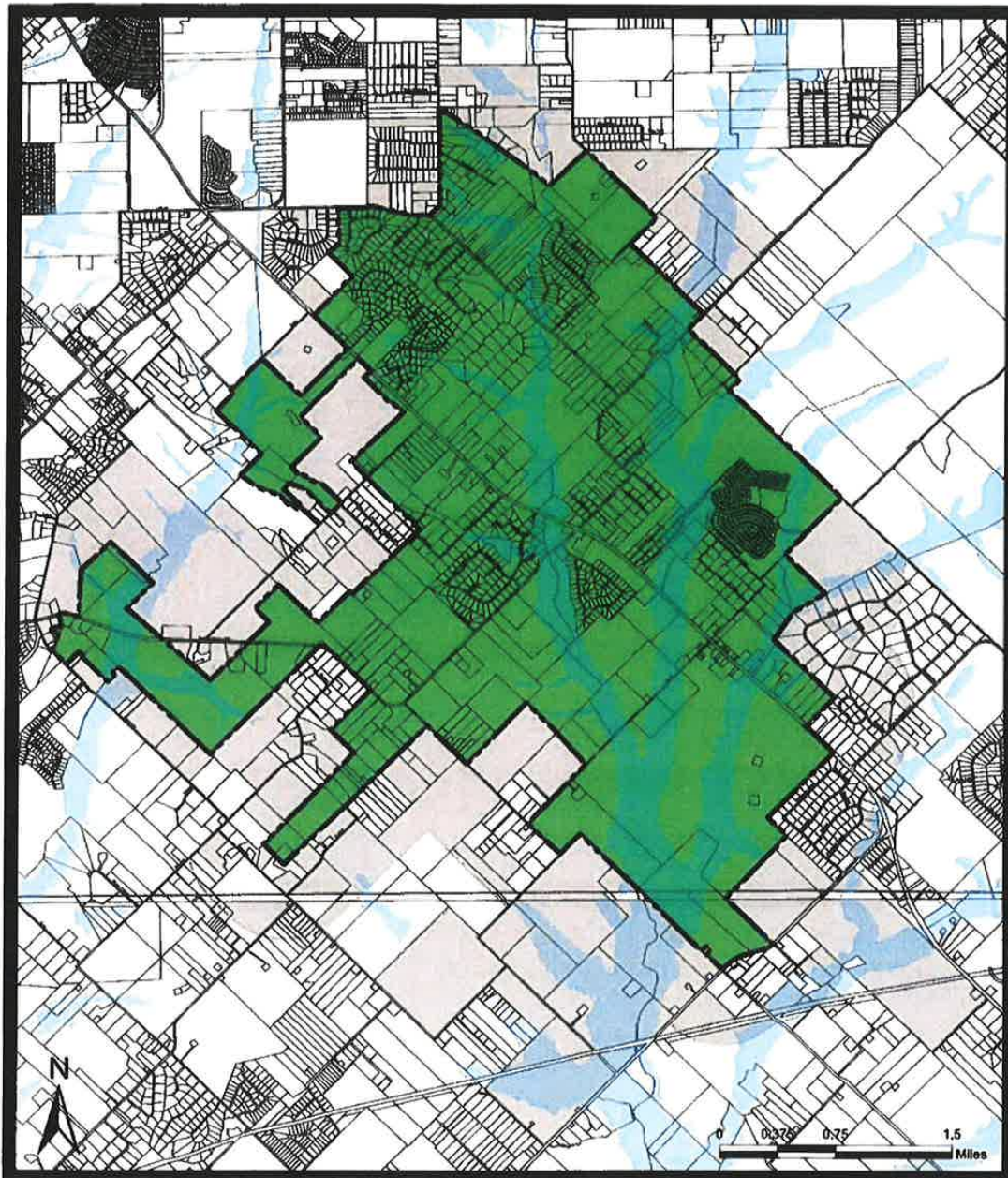


APPROVED AS TO FORM:



Assistant District Attorney

COURT ORDER NO. _____



Legend

- McLendon-Chisholm City Limits
- McLendon-Chisholm ETJ
- County Line
- Floodplain

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. (Texas Government Code § 2051.102)

This map was created using Rockwall and Kaufman County GIS data and FEMA GIS data

City of McLendon-Chisholm Rockwall & Kaufman County Draft City Limits

